

NORTH CAROLINA
HARNETT COUNTY

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made this 29th day of June, 2022 by
and between Beth Taylor, hereinafter "landlord" and
Scott Johnson, hereinafter "tenant":
PCG Properties

WITNESSETH

That in consideration of, and subject to the terms and conditions hereafter set forth, landlord does hereby rent unto tenant, and tenant does hereby accept as tenant of the landlord, the following:

LOT # 3 DEPOSIT \$ 200⁰⁰ RENT \$ 200⁰⁰

1. **PREMISES.** This Rental Agreement applies to property located at

40 Applewood Dr. Broadway, NC

2. **TERM.** This Rental Agreement shall begin on July 1, 2022.

3. **RENT.** Rent for the premises shall be \$ 200⁰⁰ per month. Rent is due and payable on the first day of each month for the current month. If any part of the rent is paid after the fifth day of the month, tenant shall pay \$15 or 5% late fee, whichever is greater. Rent is to be paid to T & T Rentals LLC, 465 Lawrence Road, Broadway, NC 27505.

4. **SECURITY DEPOSIT.** Unless other arrangements are made, tenant shall, before taking possession of the premises, deposit with the landlord, money in an amount equal to one month's rent as security for the faithful performance by tenant of the terms hereof. The non interest bearing deposit will be returned to tenant on the full and faithful performance by tenant of the provisions herein set out. The deposit will be used, as needed, for the purposes as set out in NCGS 42-52. A full accounting for any or all of the deposit not refunded to tenant will be delivered to tenant upon request or sent to tenant at tenant's last known address within 30 days of the termination of the lease.

5. **REPAIRS AND MAINTENANCE.** Tenant shall, at tenant's sole expense, keep and maintain the premises in a good and sanitary condition to include pest control. During the term of this agreement, major maintenance and repair of the premises, including the heating, air, plumbing and electrical systems, not made necessary by the misuse, abuse, waste, neglect, or intentional damage done by tenant, tenant's family, or tenant's invited guest or anyone there with tenant's actual or constructive consent, shall be the responsibility of the landlord. Where applicable, tenant shall replace heating and air filters every 60 days.

6. **CONDITION OF PREMISES.** Tenant stipulates that tenant, or his or her agent, has examined the premises and that the premises are, at the time of the execution of this agreement, in good repair and in a habitable condition unless set out below.

7. **ASSIGNMENT AND SUBLEASE.** Tenant may not assign this agreement nor may tenant sublet any part of the premises without prior written consent of the landlord.

8. **ALTERATIONS.** Tenant shall make no structural alterations to the premises, change any locks, or construct any building or make other improvements on the premises without the prior written consent of the landlord.

9. **UTILITIES.** Tenant shall be responsible for arranging for, and paying for, ALL utility services rendered to the premises. Your Utilities have to be cut on and continued to be on during the time of this rental agreement if I find that you are living without electricity or water at any time that is a breach of this agreement and you will be given your 10 day notice and eviction proceeding will begin.

10. **DAMAGE OR DESTRUCTION.** In the event the premises are damaged by fire or other casualty and such damage is of a minor nature, the premises shall be repaired by landlord as quickly as is reasonably possible. If tenant cannot live at the premises while repairs are made, no rent shall be charged until the repairs are completed. If the premises are damaged beyond repair, this agreement shall terminate as of the date of such damage.

11. **TAXES AND HAZARD INSURANCE.** Landlord shall pay all ad valorem taxes and hazard insurance on the premises and tenant shall pay all taxes and hazard insurance on tenant's personal property located in or on the premises. Tenant hereby specifically acknowledges tenant is aware of the availability of renter's insurance and releases landlord from any and all liability for damage to or destruction of, or loss of any kind with respect to tenant's personal property not caused by landlord's intentional act.

12. **PETS.** Landlord may or may not allow pets, depending on the premises and whether pets are allowed on the premises, which is the subject of this lease, shall be set out below. If landlord allows pets, tenant shall pay a **NONREFUNDABLE** pet deposit in the amount of \$100. This deposit shall only apply to indoor pets. If landlord discovers indoor pets for which no deposit has been made, tenant may make the pet deposit with tenant's next rent payment. Failure to make the pet deposit shall constitute a breach of this rental agreement. Tenant acknowledges that the \$100 deposit is not a limit on their liability for any damages done by their pet. **I WILL NOT BE HELD LIABLE FOR ANIMALS ON RENTAL PROPERTY.**

13. **SURRENDER OF PREMISES.** At the termination of this rental agreement, tenant shall quit and surrender the premises in as good a condition as the same was at the outset of the lease, ordinary wear and tear expected.

14. **BREACH.** Failure to pay rent, failure to keep the premises neat, disturbing your neighbors or any other breach of any condition in this lease SHALL CONSTITUTE A BREACH OF A CONDITION OF THIS AGREEMENT FOR WHICH REENTRY IS SPECIFIED.

15. **DEFAULT.** If the leased property is deserted or vacated by tenant, or if the tenant fails to make any payment or rent when due, or if the tenant violates any provision of this agreement or any rules from time to time established by Landlord, whether the same be posted in the park or delivered in writing to the tenant, or if the Tenant shall engage in any breach of the peace of the park, the landlord may declare the tenant in default, and should the tenant fail within 5(five) days of written notice by the landlord, the landlord may reenter and repossess the leased premises, and remove the tenant from the lot and home. Tenant agrees to pay the landlord's court cost and legal fees incurred in representation on any matters occasioned by tenant's default.

16. **SUMMARY EJECTMENT.** If tenant pays rent to landlord after landlord has filed an action in summary ejectment to evict the tenant, landlord may proceed with the eviction, or not, at landlord's option.

17. **INSPECTIONS.** Upon reasonable notice and at reasonable times, landlord reserves the right to inspect the premises from time to time. If tenant is unavailable or makes himself or herself continuously unavailable, landlord may put a conspicuous notice on the door giving the tenant 24 hour notice, with the time the notice is placed on the door set out in the notice, that an inspection will be done not sooner than 24 hours nor later than 48 hours from the time set forth in the notice.

18. **AUTOMOBILES.** No automobiles or other motor vehicles shall remain on any lot more than thirty (30) days without a valid license plate thereon.

19. **WASTE.** Residents shall not allow waste, trash, or any other items to accumulate on their lot beyond normal garbage collection cans.

20. **LAWN CARE.** The tenant shall keep their yard area mowed, clean and neat. If landlord has to intervene, after a 3 (three) notice there will be a \$50.00 fee added to next month's rent.

21. **GARBAGE.** All tenants shall be responsible for their own garbage disposal.

22. **NOTICE TO LEAVE.** Tenant shall give twenty (20) days advance written notice to landlord when canceling his lot rental obligation.

IN WITNESS WHEREOF, the parties have executed this Rental Agreement the day and year first written above.

Beth Taylor
Beth Taylor

PCG Property Group
Scott Alan, Pres.
Tenant

Tenant

MANAGER: Beth Taylor you may call or text

*****Business hours are Mon - Fri 8 to 5 EMERGENCY calls only after hours