

NORTH CAROLINA

RENTAL AGREEMENT

HARNETT COUNTY

THIS RENTAL AGREEMENT, made this the 19<sup>th</sup> day of November 2024, by and between Johnny Faircloth, hereinafter "LANDLORD" and Katelyn Kent

Hereinafter "TENANT":

WITNESSETH

That in consideration of, and subject to, the terms and conditions hereinafter set forth, Landlord does hereby rent unto Tenant, and Tenant does hereby accept, as Tenant of the Landlord, the following

1. PREMISES This rental agreement applies to property at

474 Raymack Dr. Lillington NC 27546

2. TERM This rental agreement shall begin on November 19<sup>th</sup> 2024 and continue for a \_\_\_\_\_ ) month period unless different terms are set out in this paragraph

month to month

3. RENT Rent for the premises shall be \$ 300 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 be assessed and pay a 5% or \$15 late fee, whichever is greater.

Johnny Faircloth  
Rent is to be paid to Landlord at 5272 Cool Springs Rd Broadway nc 27525

If Landlord receives rent by a check that is returned for insufficient funds or returned unpaid for any reason, Tenant shall pay a processing fee of \$25.

4. SECURITY DEPOSIT Unless other arrangements are made, Tenant shall, before taking possession of the premises, deposit with Landlord, money in an amount equal to one month's rent as security for the faithful performance by Tenant of the terms hereof. The noninterest bearing deposit will be returned to Tenant on the full performance by Tenant of the provisions of the lease. The deposit will be used, as needed, for the purposes set out in NCGS 42-52. A full accounting for any or all of the deposit not refunded will be delivered to Tenant upon request or sent to 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 cooling unit air filters at least every 60 days.

6. CONDITIONS OF PREMISES Tenant stipulates that Tenant, or his or her agent, has inspected 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 in this paragraph.

No deposit Not responsible for water line  
Ø or electrical box

7. ASSIGNMENT AND SUBLEASE Tenant may not assign this agreement nor may Tenant sublet any part of the premises without the 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.

10. DAMAGE OR DESTRUCTION In the event the premises are damaged by fire or other casualty, not caused by Tenant, and such damage is minor, the premises shall be repaired by Landlord as soon 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, in the opinion of the Landlord, this agreement shall terminate as of the date of such damage.

11. TAXES AND 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 property. Tenant specifically acknowledges he/she is aware of Renter's Insurance and releases Landlord from any liability for damage to or destruction of Tenant's property not caused by Landlord's intentional act.

12. PETS Landlord may or may not allow pets on this property. If Landlord allows pets, Tenant shall pay a NONREFUNDABLE pet deposit in the amount of \$150. If Landlord discovers pets for which no pet deposit has been made, Tenant may make the pet deposit with his/her next rental payment. Failure to make the pet deposit shall constitute a breach of this lease. Tenant acknowledges that the \$150 pet deposit is not a limit on his/her liability for any damage done by his/her pet.

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

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. PARTIAL PAYMENT Partial payment of any rent due shall not prevent Landlord from initiating or continuing any action in Summary Ejectment, at Landlord's discretion.

16. INSPECTIONS Upon reasonable notice and at reasonable times, Landlord reserves the right to inspect the premises. If Tenant is unavailable or makes himself/herself continuously unavailable, Landlord may put a notice in a conspicuous place on the premises giving the Tenant a 24 hour notice, with the time the notice is placed on the premises 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 out in the notice.

17. FEES Landlord hereby reserves the fees allowed by statute with respect to filing fee, court appearance fee, and appeals fee in whatever amount is allowed by statute at the time of Landlord's appearance in Court.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS RENTAL AGREEMENT THE DAY AND YEAR FIRST WRITTEN ABOVE.

Johnny Faircloth  
LANDLORD

11/19/24

Katey Keet 11-19-24

Harnett Regional Water 910-893-2575

South River EMC