

J & J Rental Properties
Connie Mack Johnson and Linda J. Johnson
P. O. Box 1329
Lillington, N. C. 27546
—
Telephone 910-893-2257
or 252-504-2257

LEASE AGREEMENT, made between Connie Mack & Linda J. Johnson (Landlord) and
Juana V Bomschan, Richard Bomschan (Tenant).

Landlord hereby leases and rents to Tenant the premises described as follows: _____

827-A S. 8th St. Lillington, NC 27546


1. **TERM:** The initial term of this lease shall be one (1) year, beginning 9-20-2023 and ending 9-20-2024.
 2. **RENT:** Rent is payable monthly in advance at the rate of \$1530⁰⁰ per month. Rent is due on the first day of each month. As a convenience to Tenant, Landlord will accept Tenant's personal check. However, in the event that Tenant's check is ever returned for insufficient funds or is not honored for any other reason, Landlord will have the right to require that the returned payment and all future payments be made in cash, cashier's check drawn on local bank, or money order. Landlord shall have no obligation to accept personal checks drawn on the account of anyone other than the Tenant.
 3. **LATE CHARGE & RETURNED CHECKS.** There is a \$5.00 per day late charge added to your rent for each day past the first of the month. If the Landlord elects to accept rent after the 5th day of the month, a late charge of \$25.00 will be due as additional rent plus \$5.00 per day for each day past the 5th. In the event any check given by Tenant to Landlord is returned by the bank unpaid, Tenant shall pay to Landlord as additional rent, a handling charge of \$45.00. This charge will be waived if the bank verifies, in writing, that the check was returned due to their error.
 5. **SECURITY DEPOSIT:** Tenant agree to deposit 1500⁰⁰ with Landlord at the time of executing this Agreement as security for Tenant's fulfillment of the conditions of this Agreement. The deposit will be returned to Tenant within thirty (30) days after the Premises are vacated if:
 - (a) The lease term has expired.
 - (b) All monies due Landlord by Tenant have been paid; and
 - (c) The Premises are not damaged and are left in their original condition.
 - (d) A 30 day written notice is given. (e) keys are returned
- Security Deposit will be held in
First Bank in Lillington, NC
- The deposit may be applied by Landlord to satisfy all or part of Tenant's obligations and such act shall not prevent Landlord from claiming damages in excess of the deposit. Tenant may not apply the deposit to any rent payment.
6. **EXTENDED TERM:** Either party may terminate this Agreement at the end of the initial term by giving the other party thirty (30) days written notice prior to the end of the initial term, but if no such notice is given by either party, then this Agreement will be automatically extended from month to month until terminated by either party upon thirty (30) days written notice, sent by first-class mail. Landlord may increase the monthly rental in effect during any extended term by giving Tenant written notice thereof at least thirty (30) days before the date on which such monthly increase shall take effect.
 7. **NO ASSIGNMENT OR SUBLETTING:** Tenant may not sub-let Premises or any part hereof or assign this lease without the written consent of Landlord.
 8. **UTILITIES:** Tenant shall at its own expense provide the following utilities: N/A

9. **CONDITION OF PREMISES AT TERMINATION:** Tenant shall deliver possession of the Premises to Landlord in good order and repair upon termination or expiration of the Agreement as when first occupied.
10. **RIGHT OF ACCESS:** Landlord may enter the Premises without notice to Tenant for inspection and maintenance during reasonable hours. In case of emergency, Landlord may enter at any time.
11. **USE:** The Premises shall be used so as to comply with all state, county and municipal laws and ordinances and shall be kept in a clean and orderly condition. Tenant shall not use the Premises or permit it to be used for any disorderly or unlawful purpose or in any manner whatsoever.
12. **YARD:** Tenant is responsible for maintaining the yard, including cutting the grass (or paying to have the grass cut) at least twice a month from May through September of every year, and during other months as necessary and appropriate to maintain an attractive appearance. If this isn't done, Landlord has the option to have it done, in which case an amount equal to the cost of doing so shall be immediately due as rent.
13. **PROPERTY LOSS:** Landlord shall not be liable for damage to Tenant's personal property. Landlord encourages Tenant to obtain insurance on personal property for protection for loss due to fire, water seepage, flooding from frozen or broken pipes or otherwise, or other events that could damage Tenant's personal property.
14. **LANDLORD' LIABILITY:** Landlord shall not be liable to Tenant or Tenant's family, guest, employees, agents or invitees for any death or personal injury, or any damage to or loss of personal property, caused by other persons, including but not limited to, contractors or other representatives of Landlord. Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, demand, losses, attorney's fees and expenses incurred or suffered by Landlord arising from Tenant's use of the Premises, or property from any activity or thing done, permitted or suffered by Tenant in or about the Premises, or for any breach of this Lease by Tenant. Landlord is not an insure of Tenant's person or possessions. Tenant agrees that all of Tenant's person or property in the Premises shall be at the risk of Tenant only, and that Tenant shall carry such insurance as Tenant deems necessary therefor. Tenant further agrees that, Landlord shall not be liable for any death or personally injury, or any damage to or loss of personal property, incurred or sustained by Tenant or by any other persons occupying or visiting the Premises sustained due to the Premises or any part thereof or any appurtenance thereto becoming out of repair, to the happening of any accident in or about the Premises, to any act or neglect of any other person, or to theft, vandalism, fire, water, rain storms, smoke explosions or other causes whatsoever.
15. **PETS:** NO pets, birds, or animals of any kind should be permitted in the N/A or on the Premises without prior written consent of Landlord. Landlord hereby consents to N/A. If Landlord elects to allow pets, there will be a non-refundable fee of \$250.00 charged for each pet.
16. **DEFAULT BY TENANT:** *If tenant fails to pay any rent or other charges when due, or if Tenant abandons the Premises or fails to perform any of its obligations hereunder, or infringement on neighbors rights, (such as loud parties, pets etc.) or if any facts contained in Tenant's rental application are untrue or misleading, then, upon the happening of any of said defaults, landlord may consider said default a breach of the lease for which reentry is specified.*
- Tenant shall surrender possession to the Premises to Landlord upon the effective date of such termination and Tenant shall be liable to Landlord for, and shall indemnify Landlord against, all rent loss and other expenses (for reletting, refurbishing, cleaning or otherwise making Premises suitable for reletting) suffered or incurred by Landlord as a result of Tenant's default and the termination this Agreement.
17. **FAILURE OF LANDLORD TO ACT:** Failure of Landlord to insist upon strict compliance with the terms of the Agreement shall not constitute a waiver of any violation.
18. **MAINTENANCE AND REPAIRS:** Tenant will, at his sole expense, keep and maintain the leased Premises in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Tenant shall keep the fixtures in the Premises on or about the leased Premises in good order and repair; keep the furnace clean; * walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the refrigerator, plumbing,

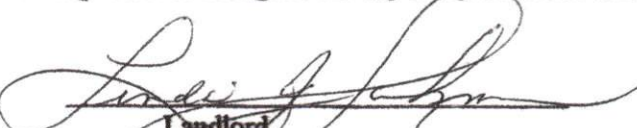
...e, air conditioner, heating apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Tenant's misuse, waste, or neglect or that of his employee, family, agent or visitor. If such maintenance and repairs are not made by the Tenant, the Landlord shall have the option to have them done, in which case and amount equal to the cost of doing so shall be immediately due as additional rent. Tenant may not paint, wallpaper, remodel or structurally change Premises nor remove any fixture therefrom without prior written consent of Landlord.

- 19. **ABANDONMENT:** If Tenant removes or attempts to remove property from the Premises other than in the usual course of continuing occupancy, without having first paid Landlord all monies due, the Premises may be considered abandoned, and Landlord shall have the right, without notice, to store or dispose of any property left on the Premises by Tenant. Landlord shall also have the right to store or dispose of any of Tenant's property remaining on the Premises after the termination of this Agreement. Any such property shall be considered Landlord's property and title thereto shall vest in Landlord.
- 20. **LOCKS:** Tenant may not change or install additional locks without Landlord's consent. Landlord must be provided a key in the event Landlord does consent.
- 21. **ANTENNAS:** Radio or television antennas shall not be place or erected on the roof or exterior of buildings without Landlord's consent.
- 22. **PARKING:** No boat, trailer, camper, or inoperable vehicle of any description, may be parked or left on the Premises without the prior consent of Landlord.
- 23. **STORAGE:** No goods or materials of any kind or description which are combustible or would increase fire risks shall be taken or placed in storage areas. Storage in such areas or facilities shall be used wholly at Tenant's risk.
- 24. **GUEST:** Tenant shall be responsible and liable for the conduct of his guests. Acts of guests in violation of this Agreement may be deemed by Landlord to be a breach by Tenant. No guest may reside on the Premises for more than a total of two weeks without Landlord's express written permission.
- 25. **WATER BEDS:** Tenant shall not have or keep any water bed in the Premises without prior permission of Landlord.
- 26. **LANDLORD'S PERMISSION OR CONSENT:** If any provision of this Agreement requires the written permission or consent of Landlord as a condition to any act of Tenant, such permission or consent may be granted or withheld in the sole discretion of Landlord, may contain such conditions as Landlord deems appropriate and shall be effective only so long as Tenant complies with such conditions. Moreover, any permission or consent given by Landlord to Tenant may be modified, revoked, or withdrawn by Landlord at any time, at Landlord's sole discretion.
- 27. **ENTIRE AGREEMENT:** This Agreement and any attached addendum's constitute the entire agreement between the parties and no oral statements or representations shall be binding or of any legal force or effect.


IN WITNESS WHEREOF, the parties hereto have caused these present to be signed the day and year above written.



Tenant
Date 09-20-2023



Landlord
Date 9-20-2023



Tenant
Date 09-21-2023

**We recommend you get a
Post Office Box for mail.**