

**Aaims Property Management, Inc.**  
**RESIDENTIAL RENTAL CONTRACT**

RESIDENT: Tracy McMillian ("Tenant")OWNER: Joshua & Laura Wilson ("Landlord")REAL ESTATE MANAGEMENT FIRM: **AAIMS PROPERTY MANAGEMENT, INC** ("Agent")PREMISES: City: Lillington County: Harnett State of North CarolinaStreet Address: 252 Prairie LN Zip Code: 27546INITIAL TERM: One Year (Twelve Months) September 30, 2019 September 30, 2020  
Beginning Date Ending DateRENT: \$875.00 (Eight Hundred Seventy Five) PAYMENT PERIOD: Monthly

LATE PAYMENT FEE: \$15.00 OR 5% of rental payment, whichever is greater  
 RETURNED CHECK FEE: \$ 25.00 (If any check or electronic payment is returned due to insufficient funds or dishonored for any reason, Landlord reserves the right not to accept any further checks or electronic payments and all future payments must be made in money order or certified funds. If a check or electronic payment is returned for any reason, causing rent to be unpaid and late, the Late Payment Fee in addition to the returned check fee shall be due. )

SECURITY DEPOSIT: \$875.00PET DEPOSIT: \$ N/ALOCATION OF THE DEPOSIT: TRUST ACCOUNT AT BB&T, 3034 BOONE TRAIL, FAYETTEVILLE, NC 28304

FEEES FOR COMPLAINT FOR SUMMARY EJECTMENT AND/OR MONEY OWED (See Paragraph 17)  
 (NOTE: Landlord may charge and retain only one of the following fees in addition to the late payment fee and court costs):

\*COMPLAINT -FILING FEE: \$ 15.00 OR 5% of rental payment, whichever is greater

\*COURT APPEARANCE FEE: 10 % of rental payment

\*SECOND TRIAL FEE: 12 % of rental payment

PERMITTED OCCUPANTS (in addition to the Tenant): N/A

CONTACT PERSON IN EVENT OF DEATH OR EMERGENCY OF TENANT (name and contact information):  
Kathy Mciver (Sister) 3131 Caribnton Rd. Lt 3 Sanford, NC 27330 #919-935-5292

**IN CONSIDERATION** of the promises contained in this Agreement, Landlord, by and through Aaims Property Management, Inc., hereby agrees to lease the Premises to Tenant on the following terms and conditions:

- 1. Termination and Renewal:** EITHER THE LANDLORD OR TENANT MAY TERMINATE THE TENANCY AT THE EXPIRATION OF THE INITIAL TERM BY GIVING WRITTEN NOTICE TO THE OTHER AT LEAST 30 DAYS PRIOR TO THE EXPIRATION DATE OF THE INITIAL TERM. IN THE EVENT SUCH WRITTEN NOTICE IS NOT GIVEN OR IF THE TENANT HOLDS OVER BEYOND THE INITIAL TERM, THE TENANCY SHALL AUTOMATICALLY BECOME A MONTH TO MONTH TENANCY UPON THE SAME TERMS AND CONDITIONS CONTAINED HEREIN, THEREAFTER, THE TENANCY MAY BE TERMINATED BY EITHER LANDLORD OR TENANT GIVING THE OTHER 30 DAYS WRITTEN NOTICE PRIOR TO THE LAST DAY.

OF THE FINAL PERIOD OF THE TENANCY. (EXAMPLE: Assume tenancy is a calendar month-to-month tenancy and 30 days advance written notice of termination is required. Tenant desires to terminate lease as the end of the April period of the tenancy. Tenant would be required to give landlord written notice no later than March 31<sup>st</sup>. If the written notice of termination were to be given to the Landlord on the 10<sup>th</sup> of April, the notice would be effective to terminate the lease at the end of May rather than the end of April, since the monthly periods of the tenancy expire on the last day of the month and the notice was not given 30 days prior to the end of April). After Tenant has given written notice to vacate, Tenant must make the property available to show to prospective tenants during normal business hours. If Tenant is not available, Landlord shall be authorized to enter and show the property to prospective tenants. If Tenant does not cooperate with showing the property to prospective tenants during the notice period, Tenant will be responsible to pay the lesser of, (a) an additional 30 days rent after giving possession back to the Landlord or (b) until the property is re-rented. Service members, who are entitled to do so, may terminate this lease under the terms and conditions of the Servicemembers Civil Relief Act ("SCRA").

2. **Rent:** Tenant shall pay the Rent, without notice, demand or deduction, to Landlord or as Landlord directs. The first partial month's rent is \$29.17  
The first payment of \$904.17 covering the period of September 30, 2019 through October 31, 2019 must be paid in full prior to occupancy, in addition to the deposit(s) specified above. **This first payment and the deposit(s) must be paid by money order or certified funds,**  
The second payment of \$875.00 is due November 1, 2019 and covers the period November 1, 2019 through November 30, 2019. Thereafter, all rental payments shall be paid in advance **on or before the FIRST** day of each subsequent Payment Period for the duration of the tenancy, and shall be considered late if not paid on or before such date.  
Payments can be mailed at Tenants risk or personally delivered to 100 Westlake Road Suite 200, during normal business hours. Payment must be made by check or money order. **Cash is not accepted. Checks must have signer's driver's license number written on the front.** Payments may be made online by E-Check or credit card through the Tenant Portal if allowed by Landlord.
3. **Late Payment Fees and Returned Check Fees:** Tenant shall pay the Late Payment Fee if any rental payment is not **RECEIVED AT THE OFFICE** of the Landlord or Agent by the close of business on the fifth day of the month. If the 5<sup>th</sup> of any month falls on a Sunday or Holiday the rental payment must be received by Landlord / Agent before close of business on the 4<sup>th</sup> of the month. Payments made through the Tenant Portal have a processing time of up to 3 business days before they are received at the office. **A late charge will be assessed if online payments are not made by the Second of the month.**  
The late payment fee shall be due immediately without demand therefor and shall be added to and paid with the late rental payment. Tenant also agrees to pay the Returned Check Fee of \$25 for each check, E-Check or other form of payment that is returned by the financial institution because of the insufficient funds, because the Tenant did not have an account at the financial institution or for any other reason.
4. **Tenant Security Deposit:** The Security Deposit shall be administered in accordance with the North Carolina Tenant Security Deposit Act (N.C.G.S 42-50). IT MAY, IN THE DISCRETION OF EITHER THE LANDLORD OR THE AGENT, BE DEPOSITED IN AN INTEREST-BEARING ACCOUNT THE BANK OR SAVINGS INSTITUTION NAMED ABOVE. ANY INTEREST EARNED UPON THE TENANT SECURITY DEPOSIT SHALL ACCRUE FOR THE BENEFIT OF, AND SHALL BE PAID TO, THE AGENT, OR AS THE LANDLORD DIRECTS. SUCH INTEREST, IF ANY, MAY BE WITHDRAWN BY LANDLORD OR AGENT FROM SUCH ACCOUNT AS IT ACCRUES AS OFTEN AS IS PERMITTED BY THE TERMS OF THE ACCOUNT.

Upon any termination of the tenancy herein created, the Landlord may deduct from the Tenant Security Deposit amounts permitted under the Tenant Security Deposit Act. If there is more than one person listed above as Tenant, Agent may, in Agent's discretion, pay any balance of the Tenant Security Deposit to any such person, and the other person(s) agree to hold Agent harmless for such action. If the Tenant's address is unknown to the Landlord, the Landlord may deduct any permitted amounts and shall then hold the balance of the Tenant Security Deposit for the Tenant's collection for a six-month period beginning upon the termination of the tenancy and delivery of possession by the Tenant. If the Tenant fails to make demand for the balance of the Tenant Security Deposit within the six-month period, the Landlord shall not thereafter be liable to the Tenant for a refund of the Tenant Security Deposit or any part thereof.

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If the Landlord removes Agent or Agent resigns, the Tenant agrees that Agent may transfer any Tenant Security Deposit held by Agent hereunder to the Landlord or the Landlord's designee and thereafter notify the Tenant by mail of such transfer and of the transferee's name and address. The Tenant agrees that such action by Agent shall relieve Agent of further liability with respect to the Tenant Security Deposit. If Landlord's interest in the Premises terminates (whether by sale, assignment, death, appointment of receiver or otherwise), Agent shall transfer the Tenant Security Deposit in accordance with the provisions of North Carolina General Statutes § 42-54

5. **Tenant's Obligations:** Unless otherwise agreed upon, the Tenant shall:

- (a) Use the Premises for residential purpose only and in a manner so as not to disturb the other tenants;
- (b) Not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;
- (c) Not engage in or permit any member of Tenant's household or any guest to engage in criminal activity on or in the immediate vicinity of any portion of the Premises;
- (d) Keep the Premises, including but not limited to all plumbing fixtures, facilities and appliances, in a clean and safe condition;
- (e) Cause no unsafe or unsanitary condition in the common areas and remainder of the Premises used by him;
- (f) Comply with any and all obligations imposed upon tenants by applicable building and housing codes;
- (g) Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse;
- (h) Use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any furnished as a part of the Premises;
- (i) Not deliberately or negligently destroy, deface, damage or remove any part of the Premises (including all facilities, appliances and fixtures) or permit any person known or unknown to the Tenant, to do so;
- (j) Pay the costs of all utility services to the Premises which are billed directly to the Tenant and not included as a part of the rentals, including, but not limited to, water, sewer, electric, telephone, and gas services;
- (k) Conduct himself and require all other persons on the Premises with his consent to conduct themselves in a reasonable manner and so as not to disturb other tenants' peaceful enjoyment of the Premises;
- (l) Not abandon or vacate the Premises during the Initial Term or any renewals or extensions thereof. Tenant shall be deemed to have abandoned or vacated the Premises if Tenant removes substantially all of his possessions from the Premises;
- (m) not smoke cigarettes, cigars, pipes or any other tobacco or lighted product of any kind in any interior portion of the Premises, including any detached structures, and to pay the cost of any abatement, cleaning, ductwork replacement that may be necessary as a result of Tenant's failure to comply with this obligation;
- (n) Maintain the yard and grounds in a neat and well maintained manner. This shall include watering, mowing, trimming, edging and trimming bushes as needed;
- (o) Not drive on or park any vehicles or trailers on the grass or in the yard ;
- (p) Abide by any local, neighborhood or Association laws, rules or covenants
- (q) Allow the property to be shown to prospective Tenants with 24 hours or less notice after submitting notice to vacate. *If Tenant does not cooperate with showing the property to prospective tenants during the notice period, Tenant will be responsible to pay the lesser of, (a) an additional 30 days rent after giving possession back to the Landlord or (b) until the property is re-rented.*

6. **Landlord's Obligations:** Unless otherwise agreed upon, the Landlord shall:

- (a) Comply with the applicable building and housing codes to the extent required by such building and housing codes;
- (b) Make all repairs to the Premises as may be necessary to keep the Premises in a fit and habitable condition; provided, however, in accordance with paragraph 11, the Tenant shall be liable to the Landlord for any repairs necessitated by the Tenant's intentional or negligent misuse of the Premises;
- (c) Keep all common areas, if any, used in conjunction with the Premises in a clean and safe condition;
- (d) Promptly repair all facilities and appliances, if any, as may be furnished by the Landlord as part of the Premises, including electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems,

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provided that the Landlord, except in emergency situations, actually receives notification from the Tenant in writing of the needed repairs; and

- (e) Within a reasonable period of time based upon the severity of the condition, repair or remedy any imminently dangerous condition on the Premises after acquiring actual knowledge or receiving notice of the condition. Notwithstanding Landlord's repair or remedy of any imminently dangerous condition, Landlord may recover from Tenant the actual and reasonable costs of repairs that are the fault of Tenant.
7. **Utility Bills/ Service Contracts:** Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the Tenant. The Tenant agreeing to be responsible for payment of a Service Obligation agrees to timely pay the applicable Service Obligation, including any metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in that party's name. Within thirty (30) days of Beginning Date of this Lease, Tenant shall provide Landlord with a copy of any requested information about any Service Obligation for which Tenant has agreed to be responsible. All Service Obligations shall be the responsibility of Tenant unless the parties agree otherwise in writing. UNDER NO CIRCUMSTANCES SHALL LANDLORD BE RESPONSIBLE FOR ANY UTILITIES OR UTILITY BILLS. Tenant agrees to leave the utilities on for the move-out inspection and after the move-out inspection, have all utility service discontinued and pay for all utility service due.
8. **Smoke and Carbon Monoxide Alarms:** Pursuant to North Carolina General Statutes § 42-42, the Landlord shall provide operable smoke alarms, either battery operated or electrical. If the Premises has a fossil-fuel burning heater, appliance, or fireplace, or an attached garage, the Landlord shall provide and install a minimum of one operable carbon monoxide alarm per level in the Premises, either battery operated or electrical. The Tenant shall notify the Landlord, in writing, of the need for replacement of or repairs to a smoke or carbon monoxide alarm. The Landlord shall test any battery-operated smoke or carbon monoxide alarms at the beginning of the Initial Term of tenancy to verify it is working. Tenant shall test any smoke or carbon monoxide alarms within 24 hours of tenancy. **Tenant shall replace the batteries as needed during the tenancy**, except where the smoke alarm is a tamper-resistant, 10 year lithium battery smoke alarm.
9. **Rules and Regulations:** The Tenant, his family, servants, guests and agents shall comply with and abide by all the Landlord's existing rules and regulations and such future reasonable rules and regulations as the Landlord may, at Landlord's discretion, from time to time, adopt governing the use of occupancy of the Premises and any common areas used in connection with them (the "Rules and Regulations"). Landlord reserves the right to make changes to the existing Rules and Regulations and to adopt additional reasonable rules and regulations from time to time; provided however, such changes and additions shall not alter the essential terms of this lease or any substantive rights granted hereunder and shall not become effective until thirty (30) days' written notice thereof shall have been furnished to Tenant. Tenant also agrees to abide by any applicable homeowners' association regulations as they now exist or may be amended. A copy of the existing Rules and Regulations are attached hereto and the Tenant acknowledges that he has read them. The Rules Regulations shall be deemed to be part of this lease giving to Landlord all the rights and remedies herein provided.

Owner Association Rules and Regulations: The Premises may be subject to Regulation by the following owners/condo association:

- Name of association: N/A
- Name of association property manager: N/A
- Property manager address and phone number: N/A
- Association website address, if any: N/A

Tenant agrees to abide by any applicable owners' association regulations as they now exist or may be amended.

10. **Right of Entry:** Landlord hereby reserves the right to Landlord, Agent and their respective agents and representatives to enter the Premises during reasonable hours for the purpose of (1) inspecting the Premises and the Tenant's compliance with the terms of this lease; (2) taking pictures of the Premises; (3) making such repairs, alterations, improvements or additions thereto as they may deem appropriate; and (4) showing the Premises to prospective purchasers or tenants. Landlord shall also have the right to display "For Sale" or "For Rent" signs in a reasonable manner upon the Premises. Tenant acknowledges and understands that in the case of an emergency,

the Landlord, Agent and their agents and representatives may need to enter the Premises at any hour to cause repairs to be made to preserve or prevent further damage from occurring to the Premises, and the Tenant agrees to cooperate reasonably with them in the event of any such emergency.

11. **Damages:** Tenant shall be responsible for all damage, defacement or removal of any property from the Premises unless the damage, defacement or removal was due to ordinary wear and tear, acts of the Landlord or the Landlord's agent, defective products supplied or repairs authorized by the Landlord, or natural forces. Tenant agrees to pay Landlord for the cost of repairing any damage for which Tenant is responsible upon receipt of Landlord's demand therefor, and to pay the Rent during the period the Premises may not be habitable as a result of any such damage. Such damage may include but is not limited to window panes or screens, dirty ovens, refrigerators, kitchen floors, cabinets or bathrooms, stains on carpet, and unauthorized paint colors.
12. **Pets:** Tenant agrees not to keep or allow anywhere on or about the Premises any animals or pets of any kind, whether on a temporary basis or otherwise and whether belonging to the Tenant or anybody else, including but not limited to, dogs, cats, birds, rodents, reptiles or marine animals, unless permitted under the terms of a Pet Addendum attached to this Agreement. **Tenant shall be subject to a fee in an amount equal to one full month's Rent for any violation of this paragraph or of the terms of any Pet Addendum** that may be a part of this agreement, and Tenant agrees to pay any such fee upon receipt of Landlord's demand therefor. In addition to the fee, Tenant shall be required to immediately remove the animals or pets of any kind from the premises. **Landlord reserves the right to revoke the consent to allow a pet** if, in the opinion of the Landlord or his agent, the pet has become a nuisance to others, caused any un-repaired damage or has not been maintained. If Landlord wishes to revoke the consent to allow an authorized pet, Landlord must give Tenant written notice to remove the authorized pet from the premises, and Tenant agrees to comply within 5 days. Failure to do so shall be a breach of this lease.
13. **Alterations:** The Tenant shall not paint, mark, drive nails or screws into, or otherwise deface or alter walls, ceilings, floors, windows, cabinets, woodwork, stone, ironwork or any other part of the Premises, decorate the Premises, change or remove any existing locks or add any additional locks or make any alterations, additions, or improvements in, to, on or about the Premises without the Landlord's prior written consent and then only in a workmanlike manner using materials and contractors approved by the Landlord. All such work shall be done at the Tenant's expense and at such times and in such a manner as the Landlord may approve, and keys for any changed or additional locks shall immediately be provided to the Landlord. All alterations, additions, and improvements upon the Premises, made by either the Landlord or Tenant, shall become the property of the Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.
14. **Occupants:** The Tenant shall not allow or permit the Premises to be occupied or used as a residence by any person other than Tenant and the Permitted Occupants. Tenant shall be subject to a fee in an amount equal to one full month's Rent for any violation of this paragraph, and Tenant agrees to pay any such fee upon receipt of Landlord's demand therefor.
15. **Rental Application:** In the event the Tenant has submitted a Rental Application in connection with this lease, Tenant acknowledges that the Landlord has relied upon the Application as an inducement for entering into this Lease and Tenant warrants to Landlord facts stated in the Application are true to the best of Tenant's knowledge. If any facts stated in the Rental Application prove to be untrue, the Landlord shall have the right to terminate the tenancy and to collect from Tenant any damages resulting therefrom.
16. **Tenant's Duties Upon Termination:** Upon any termination of the Tenancy created hereby, whether by the Landlord or the Tenant and whether for breach of otherwise, the Tenant shall (1) pay all utility bills due for services to the Premises for which he is responsible and have all such utility services discontinued after the move out inspection with the Landlord or Agent; (2) vacate the Premises removing therefrom all Tenant's personal property of whatever nature; (3) properly sweep and clean the Premises as stated in the attached cleaning letter Tenant acknowledges that he has read, including the plumbing fixtures, refrigerators, stoves and sinks, removing

therefrom all rubbish, trash, garbage and refuse; (4) make such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, in the same condition as when Tenant took possession of the Premises; provided, however, Tenant shall not be responsible for ordinary wear and tear or for repairs required by law or by paragraph 6 above to be performed by Landlord; (5) fasten and lock all doors and windows; (6) return to the Landlord all keys to the Premises; (7) restore the level of fuel in any fuel tank to its level as of the Beginning Date of the Tenancy; (8) TO PAY FOR AND HAVE ALL CARPETING IN THE PROPERTY PROFESSIONALLY SANITIZED BY A COMPANY THAT USES A TRUCK-MOUNTED STEAM CLEANING MACHINE. (Tenant agrees that renting a cleaner or using a company that uses similar equipment will be unacceptable.); (9) Tenant will be responsible for having the yard freshly mowed, raked & trimmed and the shrubbery trimmed when vacating; and (10) notify the Landlord of the address to which the balance of the Security Deposit may be returned.

If the Tenant fails to sweep out and clean the Premises, sanitize the carpets, and clean the appliances and fixtures as herein provided, Tenant shall become Liable, without notice or demand, to the Landlord for the actual costs of cleaning (over and above ordinary wear and tear), which may be deducted from the Security Deposit as provided in paragraph 4 above. If the Tenant fails to have the power on for the scheduled move out inspection, Tenant shall be responsible for the rent until the utilities are turned on by either Tenant or Landlord and shall pay a fee of \$50 for the missed inspection and necessary re-inspection. In the event Tenant desires to terminate the Tenancy prior to the end of its term then in effect, for any reason that is not covered in the Servicemembers Civil Relief Act ("SCRA"), Tenant acknowledges and understands that the Landlord will use reasonable efforts to re-rent the Premises, but that the Tenant shall remain responsible for the performance of all the Tenant's obligations under this Agreement until such time as the Landlord may be able to re-rent the Premises, unless the Landlord and the Tenant agree otherwise in writing. Tenant shall be responsible for the cost(s) of re-renting / advertising the property plus an administrative fee of \$175.

#### 17. Tenant's Breach:

- (a) **Events Constituting Breach:** It shall constitute a breach of this Agreement if Tenant fails to;
- (i) pay any fees or other charges when due to include the full amount of rent herein reserved as and when it shall become due hereunder; or
  - (ii) perform any other promise, duty or obligation herein agreed to by him or imposed upon him by law and such failure shall continue for a period of five (5) days from the date the Landlord provides Tenant with written notice of such failure.

In either of such events and as often as either of them may occur, the Landlord, in addition to all other rights and remedies provided by law, may, at its option and with or without notice to Tenant, either terminate this lease or terminate the Tenant's right to possession of the Premises without terminating this lease.

- (b) **Landlord's Right to Possession:** Regardless of whether Landlord terminates this lease or only terminates the Tenant's right of possession without terminating this lease, Landlord shall be immediately entitled to possession of the Premises and the Tenant shall peacefully surrender possession of the Premises. In Landlord shall, in compliance with Article 2A of Chapter 42 of the General Statutes of North Carolina, reenter and retake possession of the Premises only through a summary ejectment proceeding.
- (c) **Summary Ejectment Fees:** If summary ejectment proceeding is instituted against Tenant, in addition to any court costs and past-due rent that may be awarded, Tenant shall be responsible for paying Landlord the relevant Complaint-Filing Fee, Court Appearance Fee or Second Trial Fee in accordance with NC General Statutes § 42-46.
- (d) **Acceptance of Partial Rent:** Tenant acknowledges and understands that Landlord's acceptance of partial rent or partial housing subsidy will not waive Tenant's breach of this Agreement or limit Landlord's right to evict Tenant through a summary ejectment proceeding, whether filed before or after Landlord's acceptance of any such partial rent or partial housing subsidy.
- (e) **Termination of Lease:** In the event Landlord terminates this lease, all further rights and duties hereunder shall terminate and Landlord shall be entitled to collect from Tenant all accrued but unpaid rents and any damages resulting from the Tenant's breach including but not limited to damages for Tenant's continued occupancy of the Premises following the Landlord's termination.
- (f) **Termination of Tenant's Right to Possession:** In the event Landlord terminates the Tenant's right to possession without terminating this lease, Tenant shall remain liable for the full performance of all the covenants' hereof, and the Landlord shall use reasonable efforts to re-let the Premises on Tenant's behalf. Any such rentals reserved from such re-letting shall be applied first to the cost of re-letting the Premises and then to the rentals due hereunder. In the event the rentals from such re-letting are insufficient to pay the rental due hereunder in full, Tenant shall be liable to the Landlord for any deficiency. In the event Landlord institutes a legal action against the Tenant to enforce the lease or to

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recover any sums due hereunder, Tenant agrees to pay Landlord reasonable attorney's fees in addition to all other damages.

- (g) **Tender not Available:** Tender is not available as a remedy to cure a breach of this lease. Tender will not entitle Tenant to retain possession of the Premises.

18. **Landlord's Default; Limitation of Remedies and Damages:** Until the Tenant notifies the Landlord in writing of an alleged default and affords the Landlord a reasonable time within which to cure, no default by the Landlord in the performance of any of the promises or obligations herein agreed to by him or imposed upon him by law shall constitute a material breach of this lease and the Tenant shall have no right to terminate this lease for any such default or suspend his performance hereunder. In no event and regardless of their duration shall any defective condition of or failure to repair, maintain, or provide any area, fixture or facility used in connection with recreation or recreational activities, including but not limited to swimming pools, club houses, and tennis courts, constitute a material breach of this lease and the Tenant shall have no right to terminate this lease or to suspend his performance hereunder. In any legal action instituted by the Tenant against the Landlord, the Tenant's damages shall be limited to the difference, if any, between the rent reserved in this lease and the reasonable rental value of the Premises, taking into account the Landlord's breach or breaches, and in no event, except in the case of the Landlord's will or wanton negligence, shall the Tenant collect any consequential or secondary damages resulting from the breach or breaches, including but not limited to the following items: damage or destruction of furniture or other personal property of any kind located in or about the Premises, moving expenses, storage expenses, alternative interim housing expenses, and expenses of locating and procuring alternative housing.
19. **Bankruptcy:** If any bankruptcy or insolvency proceedings are filed by or against the Tenant or if the Tenant makes any assignment for the benefit of creditors, the Landlord may, at his option, immediately terminate this Tenancy, and reenter and repossess the Premises, subject to the provisions of the Bankruptcy Code (11 USC Section 101, et. Seq.) and the order of any court having jurisdiction thereunder.
20. **Tenant's Insurance; Release and Indemnity Provisions:**
- (a) **Personal Property and Liability Insurance:**  
Tenant shall be required to obtain and maintain throughout the term of the tenancy a renter's insurance policy, which policy shall without cost to Landlord or Agent, **name Landlord and Agent as an additional insured** and to promptly provide Landlord evidence of such insurance upon Landlord's request. In addition to coverage for damage or loss to Tenant's personal property in such amount as Tenant may determine, the policy shall include coverage for bodily injury and property damage for which Tenant may be liable in the amount of \$300,000
- (b) Tenant shall be solely responsible for insuring any of his personal property located or stored upon the Premises upon the risk of damage, destruction, or loss resulting from theft, fire, storm and all other hazards and casualties. Regardless of whether the Tenant secures such insurance, the Landlord and his agents shall not be liable for any damage to, or destruction, or loss, unless such loss or destruction is attributable to the intentional acts or willful or wanton negligence of the Landlord.
- (c) The Tenant agrees to release and indemnify the Landlord and his agents from and against liability for injury to the person of the Tenant or to any members of his household resulting from any cause whatsoever except only such personal injury caused by the negligent, or intentional acts of the Landlord or his agents.
21. **Agent:** The Landlord and the Tenant acknowledge that the Landlord may, from time to time in his discretion, engage a third party ("the Agent") to manage, supervise and operate the Premises or the complex, if any, of which they are a part. If such an Agent is managing, supervising and operating the Premises at the time this lease is executed, his name will be shown as "Agent" on the first page thereof. With respect to any Agent engaged pursuant to this paragraph, the Landlord and the Tenant hereby agree that: (1) Agent acts for and represents Landlord in this transaction; (2) Agent shall have only such authority as provided in the management contract existing between the Landlord and Agent; (3) Agent may perform without objection from the Tenant, any obligation or exercise any right of the Landlord imposed or given herein or by law and such performance shall be valid and binding, if authorized by the Landlord, as if performed by the Landlord; (4) the Tenant shall pay all rentals to the Agent if directed to do so by the Landlord; (5) except as otherwise provided by law, the Agent shall not be liable to the Tenant for the nonperformance of the obligations or promises of the Landlord contained herein; (6) nothing

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contained herein shall modify the management contract existing between the Landlord and the Agent; however, the Landlord and the Agent may from time to time modify the management agreement in any manner which they deem appropriate; (7) the Landlord, may, in his discretion and in accordance with any management agreement, remove without replacing or remove and replace any agent engaged to manage, supervise and operate the Premises.

22. **Form:** The Landlord and Tenant hereby acknowledge that their agreement is evidenced by this form contract which may contain some minor inaccuracies when applied to the particular factual setting of the parties. The Landlord and Tenant agree that the courts shall liberally and broadly interpret this lease, ignoring minor inconsistencies and inaccuracies, and that the courts shall apply the lease to determine all disputes between the parties in the manner which most effectuates their intent as expressed herein. The following rules of construction shall apply: (1) handwritten and typed additions or alteration shall control over the preprinted language when there is an inconsistency between them; (2) the lease shall not be strictly construed against either the Landlord or the Tenant; (3) paragraph headings are used only for convenience of reference and shall not be considered as a substantive part of this lease; (4) words in the singular shall include the plural and the masculine shall include the feminine and neuter genders as appropriate; and (5) the invalidity of one or more provisions of this lease shall not affect the validity of any other provisions hereof and this lease shall be construed and enforced as if such invalid provision(s) were not included.
23. **Amendments of Laws:** In the event that subsequent to the execution of this lease any state statute regulating or affecting any duty or obligation imposed upon the Landlord pursuant to this lease is enacted, amended, or repealed, the Landlord may at his option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this lease.
24. **Eminent Domain and Casualties:** The Landlord shall have the option to terminate the lease if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damaged by fire or other casualty.
25. **Assignment:** The Tenant shall not assign this lease or sublet the Premises in whole or part.
26. **Waiver:** No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise.
27. **Joint and Several Liability:** If there are multiple persons listed as Tenant, their obligations under this Agreement shall be joint and several.
28. **Other Terms and Conditions:**
- a. If there is an Agent involved in this transaction, Agent hereby discloses to Tenant that Agent is acting for and represents Landlord.
  - b. Itemize all addenda to this Contract and attach hereto:
    - Disclosure of Information on Lead-Base Paint and Lead-Based Paint Hazards  
(If Premises built prior to 1978)
    - Maintenance Addendum
    - Pet Addendum
    - OTHER: N/A

The following additional terms and conditions shall also be a part of this lease: N/A

29. **Inspection of Premises:** Prior to Tenants occupancy, a written inspection will be done by the Landlord. Tenant agrees to sign this inspection and will have two days (48 hours) to inspect the property and review this inspection. If there are any deficiencies that are not noted on the Landlords inspection, Tenant must write them down and give a signed copy of that list of extra deficiencies to Landlord within 48 hours of receiving the keys. Tenant agrees that

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Landlord/Agent Initials [Signature]



the premises have been inspected and found in good order and repair and that no representation as to condition of repair has been made. Tenant agrees to keep the property in as good a condition as he finds it and will have repaired at his/her expense any damage beyond that of fair wear and tear and any damage caused by Tenants, invitees, guests or negligence.

- 30. **Tenant Information:** Tenant acknowledges and understands that during or after the term of this agreement, the Landlord may at the request of third parties, provide information about Tenant or relating to the Tenancy in accordance with applicable laws.
- 31. **Execution; Counterparts:** When Tenant signs this lease, he acknowledges he has read and agrees to the provisions of this lease. This lease is executed in two (2) counterparts with an executed counterpart being retained by each party.
- 32. **Entire Agreement:** This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties.
- 33. **Use of Electronic Means; Notice:** The parties agree that electronic means may be used to sign this agreement or to make any modifications the parties may agree to, and that written notice, communication or documents may be transmitted by any email address or fax number set forth in the signature section below or provided in the future by Tenant. Any notices required or authorized to be given hereunder or pursuant to applicable law may also be mailed or hand delivered to the Tenant at the address of the Premises and to the Landlord at the address of the Agent.

TENANT:

Jacey McMillian  
Signature

Date: 09/9/2019

\_\_\_\_\_/\_\_\_\_\_  
HOME WORK

\_\_\_\_\_/\_\_\_\_\_  
CELL EMAIL ADDRESS

LANDLORD:

Joshua & Laura Wilson

By: Agent: Aaims Property Management, Inc.  
100 Westlake Rd. Suite 200  
Fayetteville, NC 28314

By: [Signature]  
(Signature of authorized representative)

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Landlord/Agent Initials [Signature]

## Aaims Property Management, Inc.

### MAINTENANCE ADDENDUM

**PURPOSE.** The purpose of this Addendum is to give you, the Tenant, specific examples of things you are responsible for maintaining during the term of your lease so that you will have a better understanding of your obligations under the lease. **It does not list everything you are responsible for maintaining.** Depending on what type of residence you are leasing (apartment, single-family house, duplex, condominium, etc.) and what kind of improvements it contains, some items on the following list may not apply to you. **GOOD HOUSEKEEPING IS EXPECTED OF EVERYONE.**

#### SMOKE AND CARBON MONOXIDE DETECTORS

- Test your smoke detectors and if equipped, carbon monoxide detectors immediately upon moving in.
- Notify Landlord or Agent in writing immediately if any are not working.
- Test your smoke detectors and if equipped, carbon monoxide detectors at least monthly.
- It is your responsibility to replace the batteries as needed during your tenancy.
- If you replace the batteries and the device does not work, notify Landlord or Agent in writing.
- If you have a hard wired or tamper-resistant, 10-year lithium battery smoke alarm or carbon monoxide detector that is not working notify Landlord or Agent in writing or
- After notifying the Landlord or Agent and receiving permission you may purchase a new tamper-resistant, 10-year lithium battery smoke alarm or carbon monoxide detector at a cost not to exceed \$50. If you do this, provide Landlord or Agent with the original receipt or a copy and a picture of the new device after it is installed. Landlord or Agent will pay you the amount of the receipt up to \$50 when the next month's rent is processed. **DO NOT DEDUCT THE COST FROM YOUR RENT.** We must show the rent coming in and the expense for the device on the financial reports.

#### VEHICLES

- You and your guests may park only in designated areas and **not on the grass**
- Keep driveways free of oil and grease
- Do not keep inoperable or unlicensed vehicles on the property
- You and your guests may not work on motor vehicles in the parking lot of a complex.

#### LIGHTS, FILTERS, FUSES, ETC.

- Replace burned-out electric light bulbs and blown fuses
- Reset tripped circuit breakers and oven timers
- Leave working light bulbs in all electrical sockets at end of tenancy
- Relight oil or gas furnaces and hot water heaters
- Replace heating/air conditioning filters at least every TWO months
- Leave new filter in the air return at end of tenancy

#### CARPETS

- Use a professional carpet cleaning service with a truck mounted machine to steam clean carpets unless you have written permission to clean them yourself.

#### FIRE SAFETY

- If you have never used a fireplace before, ask for instruction on how to use it
- Do not store ashes in trash cans
- Do not build a wood fire in a fireplace that has connections for gas logs
- Do not use kerosene heaters
- Do not use grills within 10 feet (horizontally or vertically) of anything that will burn or melt. No grills are allowed on any patio or balcony of an apartment or condo.

**WATER LINES.** To help prevent water lines from freezing and bursting during cold weather:

- Allow water to trickle and place lights as appropriate
- If you are going to be away from home, have water turned off and water lines drained or leave sufficient heat in the house
- Disconnect garden hoses from the outside faucets

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**PEST EXTERMINATION**

- Keep the Premises free from visible infestations of roaches, ants, hornets, bees, mice and other pests

**LOCKS**

- Do not change or remove any existing locks or add any additional locks without Agent's written permission
- Immediately provide Agent keys for any changed or additional locks

**MOLD AND MILDEW.** To help prevent mold and mildew from accumulating in the Premises:

- Clean and dust the Premises on a regular basis
- Remove moisture on windows, walls, and other surfaces as soon as possible
- Immediately notify Agent of any evidence of a water leak or excessive moisture or standing water
- Immediately notify Agent of the presence of mold, mildew, or similar growth in the Premises after you have attempted to remove it using common household cleaning solutions or anti-microbial products
- Immediately notify Agent of any malfunction of any part of the heating, ventilation, air conditioning, plumbing, or laundry systems
- Immediately notify Agent of any inoperable doors or windows

**EXTERIOR MAINTENANCE**

- Mow the grass in a timely manner
- Trim the bushes and shrubs as needed at least twice a year
- Replace mulch in planter areas as needed
- Do not pile pine straw at the base of trees unless it is already there
- Clean any gutters as needed- at least semi-annually
- Clean pine straw and any debris off the roof as needed - at least twice each year
- Keep the porches, patios, balconies, and front and back yards free of clutter, unsightly items, and other personal articles
- Repair and if needed replace mailbox damaged during occupancy
- Replace any broken windows, screens or light fixtures

**REPAIRS**

- If you do not keep an appointment to be home for maintenance or repair work, the service call or worker's time will be charged to you
- If you request repairs and the worker is unable to enter due to extra locks or chains on the door not being removed, the worker's time will be charged to you
- You will be responsible for any service calls to repair items that you are responsible for maintaining
- You will be responsible for any service calls where nothing is found wrong with the item(s)
- You will be responsible to keep all sink, tub, lavatory drains, commodes and sewer lines open and unclogged
- You will be responsible for any clogs, jams or seizures of the garbage disposal
- You may not authorize any maintenance or repairs at Landlord's or Agent's expense
- You will be responsible to replace batteries as needed
- You will not be reimbursed for any unauthorized repairs that Landlord is responsible for

TENANT:

LANDLORD:

Lucy McMillian Date: 09/9/2019

Joshua & Laura Wilson

Agent: Aaims Property Management, Inc.  
100 Westlake Rd. Suite 200  
Fayetteville, NC 28314

By: David Dennis

Date: 9/9/19