

RESIDENTIAL LEASE AGREEMENT

THIS LEASE (the "Lease") dated the 15 day of June, 2022 BETWEEN:

Ronnie Beecher and Kelly McDonald

(collectively and individually the "Landlord")

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AND

William and Abby Jameson

(the "Tenant")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the house, municipally described as 442 Kentucky Derby Ln (the "Property"), for use as residential premises only. The Property is more particularly described as follows:

4BD, 2.5BA, 2121sq ft. Fenced in yard, porch, front patio, two car-garage with hanging storage and neighborhood pool. Neither the Property nor any part of the Property will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single- family residence.

2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord, except for: Children.
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
4. The Tenant may keep pets on the Property of only: Two dogs under 80 lbs each. If, at the sole discretion of the Landlord, this privilege is abused, or if the pets damage the Property, or if the pets cause problems or interfere with the use and enjoyment of the Property for the other tenants, the Landlord may revoke this privilege upon thirty (30) days' notice.
5. Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of the following parking on or about the Property: Two car garage.
6. The Tenant and members of Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.
7. The Tenant and members of Tenant's household will not vape anywhere in the Property nor permit any guests or visitors to vape in the Property.

Term

8. The term of the Lease is a periodic tenancy commencing at 12:00 noon on June 15, 2022 and continuing for 365 days until the Landlord or the Tenant terminates the tenancy.
9. Notwithstanding that the term of this Lease commences on June 15, 2022, the Tenant is entitled to possession of the Property at 12:00 noon on June 15, 2023.
10. Any notice to terminate this tenancy must comply with the applicable legislation of the State of North Carolina (the "Act").

Rent

11. Subject to the provisions of this Lease, the rent for the Property is \$1,700.00 per month (the "Rent").

12. The Tenant will pay the Rent on or before the First day of each month of every month of the term of this Lease to the Landlord by direct transfer (via USAA Zelle App) or at such other place as the Landlord may later designate by direct debit from a bank or other financial institution or Venmo.
13. The Landlord may increase the Rent for the Property upon providing to the Tenant the greater of 60 days' notice and any notice required by the Act.
14. The Tenant will be charged an additional amount of \$15.00 per day for any Rent that is received after the greater of 5 days after the due date and any mandatory grace period required under the Act, if any.

Security Deposit

15. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$500.00 (the "Security Deposit").
16. The Landlord will hold the Security Deposit at an interest-bearing account solely devoted to security deposits located at USAA Savings Account.
17. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
18. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all the following:
 - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
 - c. unplugging toilets, sinks and drains;
 - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
 - e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
 - f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
 - g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
 - h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;

- i. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
- j. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

- 19. The Tenant may not use the Security Deposit as payment for the Rent.
- 20. Within the time period required by the Act and after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to Michael and Chelsey Cacciotti, or at such other place as the Tenant may advise.

Pet Fee

- 21. On execution of this Lease, the Tenant will pay the Landlord a non-refundable pet fee of \$200.00 (the "Pet Fee").
- 22. Notwithstanding the provisions in this section, the Landlord has the right to charge a reasonable and non-refundable fee for allowing the Tenant to keep pets on the Property.

Sureties

- 23. The Guarantor (same as tenants), guarantees to the Landlord that the Tenant will comply with the Tenant's obligations under this Lease arising during the original term, any renewed or additional term, and any resulting periodic tenancy by virtue of statute, contract or consent. As such, the Guarantor agrees to compensate the Landlord in full on demand for
 - a. the Rent during any time the Tenant occupies the Property;
 - b. if the Tenant fails to pay the Rent according to this Lease, the arrears and any fees charged by or to the Landlord for the collection of the Rent according to this Lease; and
 - c. any damage caused by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, if the Tenant fails to rectify, or pay to rectify, that damage.
- 24. The Guarantor's obligation to guarantee survives the termination or expiry of this Lease. The Guarantor's obligations remain fully effective even if this Lease is disclaimed or the Landlord gives the Tenant extra time to comply with any obligation or does not insist on strict compliance with its terms.

Quiet Enjoyment

25. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

Inspections

26. The Parties will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
27. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

Landlord Improvements

28. The Landlord will make the following improvements to the Property: Paint touch ups, any door fixtures and adjustments or outside work to the fence.

Tenant Improvements

29. The Tenant will obtain written or verbal permission from the Landlord before doing any of the following:
 - a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
 - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
 - c. removing or adding walls, or performing any structural alterations;
 - d. installing a waterbed(s);
 - e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
 - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
 - g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

Utilities and Other Charges

30. The Tenant is responsible for the payment of all utilities in relation to the Property.

Insurance

31. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

32. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.

Attorney Fees

33. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

Governing Law

34. This Lease will be construed in accordance with and exclusively governed by the laws of the State of North Carolina.

Severability

35. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

36. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

37. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

38. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property

or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Damage to Property

39. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Maintenance

40. The Tenant will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
41. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.
42. In particular, the Tenant will keep the fixtures in the Property in good order and repair and keep the furnace clean. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.
43. Where the Property has its own sidewalk, entrance, driveway or parking space which is for the exclusive use of the Tenant and its guests, the Tenant will keep the sidewalk, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, debris, snow and ice.
44. Where the Property has its own garden or grass area which is for the exclusive use of the Tenant and its guests, the Tenant will water, fertilize, weed, cut and otherwise maintain the garden or grass area in a reasonable condition including any trees or shrubs therein.

Care and Use of Property

45. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
46. The Tenant will not engage in any illegal trade or activity on or about the Property.

47. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
48. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.
49. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
50. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Prohibited Activities and Materials

51. The Tenant will not keep or have on the property any article or thing of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.
52. The Tenant will not perform any activity on the Property or have on the property any article or thing that the Landlord's insurance company considers increases any insured risk such that the insurance company denies coverage or increases the insurance premium.
53. The Tenant is prohibited from:
 - a. the storage of expensive articles on the Property if it creates an increased security risk; and
 - b. the growing of, or storage of, medical marijuana on the Property.
54. The Tenant will not perform any activity on the Property that the Landlord feels significantly increases the use of electricity, heat, water, sewer or other utilities on the Property.

Rules and Regulations

55. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Mediation

56. If any dispute relating to this Lease between the Parties is not resolved through informal discussion within 14 days from the date a dispute arises, the Parties agree to submit the issue before a mediator. The decision of the mediator will not be binding on the Parties. Any mediator must be a neutral party acceptable to both Parties. The cost of any mediations will be paid by the Tenant.

Address for Notice

57. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below. After this tenancy has been terminated, the contact information of the Tenant is:

- a. Name: William and Abby Jameson
- b. Phone:
- c. Post termination notice address:

58. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Guarantor's address for notice is:

- a. Name: William and Abby Jameson
- b. Address: _____

59. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

- a. Name: Ronnie Beecher and Kelly McDonald
- b. Address: Ronnie Beecher Columbus, GA and Kelly McDonald Southern Pines, NC

The contact information for the Landlord is:

- c. Phone: (678) 767-2364 or (580) 647-6073
- c. Email address: beecherronnie@yahoo.com or kj14mcdonald@gmail.com
- d.

General Provisions

60. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
61. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this

Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

62. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
63. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
64. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
65. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
66. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
67. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
68. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
69. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
70. This Lease constitutes the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either Party except to the extent incorporated in this Lease.
71. The Tenant will indemnify and save the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the

term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.

72. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.
73. The Tenant is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
74. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
75. Time is of the essence in this Lease.

IN WITNESS WHEREOF William and Abby Jameson and Ronnie Beecher and Kelly McDonald have duly affixed their signatures on this 15 day of June, 2022.

Ronnie Beecher (Landlord)

Kelly McDonald

Kelly McDonald (Landlord)

William Jameson (Tenant)

Abby Jameson (Tenant)

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the 15 day of June, 2022.

William Jameson Tenant)

Abby Jameson (Tenant)