

Contact Information

THE WINKLER ORGANIZATION

215 Boone Heights Drive Suite 100
PO Box 2675
Boone, NC 28607

Website www.winklerorganization.com
Email info@winklerorganization.com
Phone 828.262.3431 or 828.262.3488
Fax 828.262.3432
Emergency 828.406.9961
Hours Monday thru Friday
 8:30 a.m. – 5:00 p.m.
 Closed some Wednesdays

Other Hours by Appointment

POLICE EMERGENCY – 911

Non-Emergency 828.262.4500

FIRE EMERGENCY – 911

Non-Emergency 828.262.4520

HELPFUL NUMBERS:

Charter Communications Cable & Internet: 888.438.2427
AT&T Internet Services: 800.439.7133
New River Light & Power: 828.264.3671
Town of Boone Water & Sewer: 828.262.4550
GDS (Trash Pick-Up): 828.264.3689
Towing - Bill's Garage: 828.264.4623
LMS Wheel Lock: 828.260.5434
Boone Post Office: 828.264.3813
ASU Post Office: 828.262.2242

FOLLOWING ARE SOME HIGHLIGHTS OF ARTICLE II, RULES AND REGULATIONS:

**Please see referenced Section for more details.*

Section 8. Keys

Each tenant is provided with an apartment and mailbox key. Lost keys require lock changes at your expense. If you are locked out (or in) and break-in, bending or breaking screens and glass, doors, door frames or locks, you are charged for replacements.

Section 9. Repairs

Landlord will repair facilities and appliances, including electrical, plumbing, and heating systems at no charge unless due to negligence or mistreatment by you or your guests. Landlord is not required to repair deliberate damage at no charge.

Section 10. Repairs

Repairs for damage beyond that of wear and tear is at your expense; including damage to windows, doors, screens, locks, interior and exterior light fixtures.

Section 11. Water Issues

If the hot water heater is leaking, turn off valve at top of heater and turn off circuit breaker for the heater and call landlord immediately. You are required to have a plunger for sinks and toilets in your unit. If you have a commode that is clogged, turn water off at the back of the tank to avoid flooding the area. Call Landlord immediately.

Section 14. Parking

There will be no exceptions to parking policies and signs and park in marked spaces only. Motorcycles will be treated just like cars. Any vehicle parked without a permit is subject to a wheel lock or towing. If you block the dumpster on the grounds, you are also subject to towing. We must tow to insure you, our paying tenant, has a parking space.

Section 15. Housekeeping

You agree landlord may inspect your unit at any reasonable time and may require you to clean up the unit within 3 days or be charged for landlord having unit cleaned. You are required to have a vacuum cleaner in your apartment.

Section 16. Common Areas

Parties are strictly forbidden. All tenants agree to keep the common areas free of rubbish, trash, litter, garbage, etc. Any personal items such as grills, tires, garbage, refuse, towels, Rugs, etc. will be confiscated and not returned.

Section 17. Pictures and Posters

Please do not attach anything to ceilings. Posters, pictures, etc. should be affixed to wall with thumb tacks, push pins, etc. as tape leaves residue for which you may be charged.

Section 18. Trash

No trash is allowed on decks, porches, and at front doors. You will be charged if maintenance has to remove it.

Section 19. Pets No pets are allowed.

Section 20. Auto Repairs Not permitted at any time.

Section 21. Long Term Guests

If your unit is occupied by other than the parties specified on your lease, you are subject to a \$150 fine per person, per day. This does not pertain to the occasional overnight or weekend guest.

Section 22. Light Bulbs

You are responsible for replacing burned-out bulbs in the proper sizes and leave working bulbs in each socket when vacating the unit.

Section 23. Shower and Tub Maintenance Tenant provides shower curtains.

Section 24. Fixtures, Appliances, Etc.

Ordinary maintenance is not considered damage unless deliberate. Be careful about overloading shelves and drawers in refrigerator; repairs are very costly. You are required to install a mattress cover on furnished bedding.

Section 25. Alterations

You agree not to paint or paper unit or install new lock without written consent of Landlord. No waterbeds are allowed.

Section 26. Prohibited

Dartboards, skateboarding, climbing on roofs, outdoor grills, signs in windows, guns, bonfires, plastic over windows. Fines begin at \$50.

Section 27. Noise Excessive noise can bring fines of \$50 per time notified.

Section 28. Parties/Gatherings

Parties are not tolerated. Beer kegs are not allowed and fines can range from \$100 to a total of one month's rent.

Section 33. Breaking your Lease

You shall not abandon or vacate the dwelling unit during the term of the Lease Contract. If you are absent from the unit for seven consecutive days while a rental payment is delinquent, you shall be deemed to have abandoned or vacated the unit; legal actions can be taken to insure compliance with the lease contract.

Section 34. Checking out

Upon termination of your lease, you should pay all utilities, remove all personal belongings and make sure all repairs are done to leave the unit in good condition.

Section 35. Damage and Security Deposit

Your Security Deposit is neither first nor last month's rent; Landlord may deduct any damages sustained by the Landlord as a result of your non-payment of rent utility charges, late fees, damages, unpaid bills, or court costs, from your Security Deposit. An itemized statement of any deductions will be sent to you along with the balance of your deposit. Your security settlement will be sent to you within 30 days after your lease expires. If you fail to make demand for your refund within six months, the Landlord is not liable to you for refund after that time.

Section 47. Inspection

The landlord may enter the dwelling unit at reasonable times to inspect for your compliance with the terms of your lease, make sure damage is not occurring, repair, show unit to prospective tenants, etc. Landlord will attempt to notify the Tenant of any of the above

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1. EMERGENCIES

If you have an emergency such as fire, flooding, no water, no heat, no refrigeration, please call 828.406.9961, which is the emergency phone line for The Winkler Organization.

Other Emergency numbers for the Police and Fire department are listed in the front of this booklet.

2. AN EMERGENCY IS:

- a. Fire
- b. Water flooding or streaming into the unit
- c. No heat during winter months
- d. No water
- e. Refrigerator stops working

3. MOVE-IN INSPECTION CHECKLIST

Before you move into your unit, unless it is a renewal unit, it will be cleaned, painted, and inspected thoroughly. Your Landlord will make sure that your unit is in good condition and ready for you. Any pending work orders should be completed within thirty days after move-in.

When you move in you will be given a move-in inspection sheet to be completed and returned to the office within **five** days.

Carefully inspect the condition of your unit and its' contents. This protects you from being charged for damages and/or missing furniture. It is your responsibility to request this form if you are not given one: **it is for your protection!**

4. RENT PAYMENTS

Rent is due on the **first** day of every month and is payable as called for in the Residential Rental Contract. If rent is late any late charges need to be paid with the rent along with any other payments, fees, utility charges, fines, damages, services, repairs, maintenance or replacements that are owed to the Landlord. **Be sure to make the check payable to the property in which you live and include your name and unit number in your check memo.**

In any given calendar month in which you are entitled to occupancy for twenty-eight (28) days or more, it shall be counted as a full month for the purposes of this Lease Contract, including without limitation proration of rent and other monthly fees paid to the Landlord (monthly amount.)

In any given calendar month that the Lease Contract entitles you to less than twenty-eight (28)

days of occupancy, the final monthly value due will be figured by the following formula: 1) when the Lease Contract entitles you to twelve (12) days or less of occupancy, or to between sixteen (16) and twenty-seven (27) days of occupancy, the prorated monthly amount is calculated by dividing the regular monthly amount due by thirty (30), then multiplying that answer by the number of days of occupancy to which you are entitled. The answer is what is due to the Landlord for that month; 2) Exception: you owe one-half (1/2) the normal amount in any given month that your lease entitles you to thirteen, fourteen or fifteen days of occupancy; 3) **No cash will be accepted for rental payments; (checks or money orders only)**; 4) each person is responsible for paying their portion of the rent; 5) late fees, if due, are not prorated but are \$15.00 per late payment.

If you are in default of this Lease Contract because of non-payment or partial payment of rent, the Landlord may at his option decide not to accept any full or partial payment of rent until your occupancy is terminated and you have vacated as is stated in Article II, Section 42 - Tenant's Default of this Lease Contract. If the Landlord agrees to accept your rent after legal action has been initiated, you must:

- 1) pay the full amount owed;
- 2) pay all rent, late charges, fees, utility charges, fines, damages, services, repairs, maintenance or replacements that are owed to the Landlord;
- 3) pay the fee for filing the eviction or complaint for money papers
- 4) pay the Landlord's Attorney's or Agent's fee of a minimum of \$250.00 for Small Claims Court or at least \$750.00 or more for District Court.

PLEASE PAY YOUR RENT ON TIME!

5. PARTIAL PAYMENTS

Acceptance by the Landlord of a partial payment of rent or other charge shall not be considered or construed to waive any right of the Landlord or affect any notice of legal proceedings, unless both parties shall agree otherwise in writing. Waiver, by Landlord, of any breach or condition of this Lease Contract shall not be construed as a waiver of subsequent breaches or conditions. Any money due you by the Landlord may be applied first against any money due to the Landlord by you.

6. MISCELLANEOUS CHARGES

In addition to said rent, you agree to pay, when due, electricity, telephone, cable and other charges accrued or payable in connection with the leased dwelling unit. You understand that if your plumbing fixtures leak or burst because you did not leave your heat or electricity on or the heat set high enough to prevent the plumbing fixtures from freezing, that you are responsible for paying to have the plumbing or fixtures repaired and for any damage that occurs due to the plumbing or fixtures leaking or bursting from freezing.

7. RECEIPT

The Lease Contract is not a receipt for monies paid. It is a statement of what is to be paid for rent, other monthly fees due to the Landlord, Additional Rent and Security Deposit. Your cancelled check, once it is returned to you from your bank, is the best receipt you can have. It is your responsibility to keep up with your cancelled checks or money order receipts in case you ever have to prove payment.

8. KEYS

Each tenant is provided a dwelling key and if needed, each unit is provided a key for the mailbox. Please be careful with your keys; if you lose them, the Landlord may have to change the locks at your expense. You agree to return all keys plus any copies that have been made to the Landlord upon vacating the dwelling unit.

If you lock yourself out, please don't tear off or bend the screens or try to break in. Come by the Landlord's office and they will loan you a key. Replacing screens is costly and you will need them when it gets warm out. Plus, you are responsible for any damage caused to screens, windows, window frames, doors, door frames or locks.

If you lock yourself out and need the Landlord to come and let you in after office hours, you will be charged **\$25.00** each time (this is much cheaper than paying for damages). If you come by the office and borrow a key, there will be no charge. The emergency number is: 828.406.9961

Be careful with your keys!

9. REPAIRS

Please report damage and breakage to the Landlord's office at once. The Landlord will attempt to repair it. If something still isn't working properly after it has been repaired, please come by the office or e-mail or call the office so another work order can be written up. Maintenance will repair it within 48 hours unless further action is needed. Generally there will be no charge for repairs or adjustments unless necessitated by negligence and mistreatment by you or others for whom you are responsible.

The Landlord shall promptly repair all facilities and appliances, if any, as may be furnished by the Landlord as part of the dwelling unit, including electrical, plumbing and heating systems, providing that the Landlord, except in emergency situations, actually receives notification from you in writing of the needed repairs or maintenance. It is further provided that the Landlord shall not be required to repair damage to any facility which is caused by your deliberate or negligent misuse or improper operation.

10. MAINTENANCE

You agree to maintain the dwelling unit, grounds and property in as good condition as you find them; reasonable wear and tear is expected. Repairs for damage done beyond that of fair wear and or negligence will be done at your expense.

YOU AGREE TO KEEP TUB, SINK AND LAVATORY DRAINS, SHOWER, COMMODES, AND SEWER LINES OPEN AT YOUR EXPENSE. (All drains will be considered to be open and in good working order if not reported within four (4) days of the occupancy date stated in your Lease Contract.)

You are responsible for all window, door, light, lock, fixture, and screen or glass damage to your dwelling unit, whether caused by wind, negligence, abuse, vandalism, weather or an accident. This includes, but is not limited to items such as storm windows, storm doors, screens, windows, doors, locks and interior or exterior light fixtures.

11. PLUMBING SYSTEM

Leaking pipes, faucets, toilets, or continuously running toilets should be reported to the Landlord's office. These will increase your water bill drastically. If the hot water heater should start leaking, you should cut off the circuit breaker for the hot water heater and call the Landlord.

Under no circumstances are personal, non-disposable items to be placed in the sewer or drainage system. Also under no circumstances are you allowed to pour oil or grease into the sink or other plumbing features. You will be charged if these are found in the plumbing system, and they will create problems for everyone on the property. You are required to have a plunger for unstopping sinks and toilets in your dwelling unit.

BE CAREFUL WHAT YOU PLACE IN THE SEWER OR DRAINAGE SYSTEM!

12. HOW TO KEEP YOUR PIPES FROM FREEZING

The winter weather can be hazardous to your water pipes. Pipes can freeze and burst causing water damage to your property and the Landlord's property. If the temperature drops below freezing, as it usually does here in the winter, turn your heat up. Do not turn off the heat or the breakers when you leave the dwelling unit during the heating season which runs from October 15 through April 15. Christmas break/vacation is a common time for pipes to freeze. When you leave your unit for the Holidays, leave the heat on between 50 and 55 degrees so it is high enough to keep the unit warm. Also, open the cabinet doors below the sinks in the kitchen and bathroom(s) for heat circulation.

If the pipes do freeze, locate the cutoff valve at the top of the hot water heater where the hot water line comes onto the dwelling unit and turn the valve to the right to cut the water completely off, then call the Landlord immediately.

13. CURTAINS, DRAPES AND BLINDS

You are welcome to use any blinds that are in the dwelling unit when you move in. These have been left by previous tenants. Any curtains, drapes or blinds installed by the tenants must meet the approval of the Landlord. **Blankets, sheets, towels or bedspreads are not to be used as curtains or drapes.** Any curtain rods installed by you must meet with the approval of the Landlord and the rods

become the property of the Landlord unless when removed the holes are left properly filled with sheet rock filler.

14. PARKING

Each dwelling has a designated number of parking spaces shown on the Lease Contract. Please use only the number of spaces assigned to you. Motorcycles are to be treated exactly like cars for parking purposes. Park in marked spaces only. Policies are enforced 24 hours a day. Due to limited parking, parking permits are issued for each property. Any cars parked without a permit are subject to being immobilized and/or towed at the owner's expense. Parking Policies are strictly enforced in order to assure you of the number of spaces assigned you on your Lease Contract. It is your responsibility to notify anyone (visitor, friend, parent, tenant, etc.) of the parking policies for your parking lot.

You agree to abide by parking policies, rules, signs and regulations that apply to your dwelling's parking lot(s). Parking policies will be issued with parking permits and are subject to change. It can be expensive if you or your guest's car is immobilized or towed. **There will be no exceptions to parking policies and signs, so please do not request an exception.** Due to limited parking, the Landlord must also require that you park boats, trailers, campers or vehicles other than cars or small trucks elsewhere unless you have the written permission of the Landlord. If your vehicle hinders access to the trash dumpster area, it may be towed or immobilized at the vehicle owner's expense.

15. HOUSEKEEPING

You shall keep the dwelling unit in a clean, safe, sanitary and presentable condition including, but not limited to, all plumbing fixtures, facilities, floors and appliances, and any common areas and yards used by you in connection with the premises.

You agree that the Landlord may conduct an inspection at any reasonable time and he may require you to clean the dwelling unit if, in the Landlord's opinion, it is dirty. You further agree if the Landlord gives you notice that the dwelling unit needs to be cleaned, you have three (3) days to complete such cleaning and have a re-inspection. If you fail to clean the dwelling unit to the condition it was when you moved in, the Landlord has the right to have the dwelling unit cleaned by a maid at

your expense. You will pay the bill for such cleaning promptly.

YOU ARE REQUIRED TO HAVE A VACUUM CLEANER IN YOUR DWELLING UNIT.

a. Housekeeping Service

According to Section 20 of the Residential Lease Contract, the Leased Premises shall be cleaned 6 or more times during the lease term. The following items/room will be cleaned:

KITCHEN

- Stove top/oven/vent hood
- Refrigerator (areas accessible)
- Dishwasher (if applicable)
- Built-in Microwave (if applicable)
- Cabinet Exteriors
- Kitchen Sink & Countertops
- Sweep & Mop

BATH

- Tub
- Sink
- Mirror
- Toilet
- Sweep & Mop

COMMON AREAS (Living/Dining/Hall)

- Vacuum and/or Mop

The Landlord wants this service to be as profitable to you as possible, so please be sure that all areas listed above are accessible. This means floors cleared of debris, bathroom doors unlocked (and bedroom door unlocked to access bathroom, if needed), countertops, stoves and sinks cleared, etc. Housekeeping staff will not be able to clean if areas are not accessible and free of clutter.

16. COMMON AREAS

You are renting the interior of your dwelling unit; the exterior of your dwelling unit is considered limited common area and may consist of walkways, stairways, hallways, porches, decks, balconies, parking lots, yards and grounds. You have limited access and authority in these limited common areas. You may use the limited common area for access to and from your dwelling unit. You may also use the grounds for recreation, sunbathing, and relaxation as long as you do not disturb the neighbors or violate the terms and conditions of your Lease Contract. Unless you have written permission from the Landlord, you have no right to have gatherings or parties in any of the limited common areas and anyone attending such

gatherings will be considered trespassers on the Landlord's property.

Exclusive Common Areas: If you have a deck, porch, patio, carport, or a garage that is exclusive to your dwelling unit, then you may use it under the same terms and conditions as you do the interior of your dwelling unit.

PARTIES ARE STRICTLY PROHIBITED!

All tenants of all dwelling units within a building or complex are jointly liable for, and agree to keep the common areas, including all walkways, stairways, hallways, porches, decks, balconies, parking lots, yards and grounds clean and free of rubbish, trash, litter, garbage, bottles, cans, papers, etc. and in a presentable condition at all times. Do not set garbage outside your front door to be disposed of later. You are renting the interior and not the exterior of the dwelling unit and items found outside the dwelling unit can be immediately confiscated and taken to the county dump. This includes items such as grills, tires, garbage, refuse, towels, rugs, brooms and wastebaskets. You will be responsible for paying the time and equipment it takes to have said items removed from the dwelling unit, grounds or premises. It is very important to The Winkler Organization that our properties look good at all times.

17. PICTURES AND POSTERS

To hang pictures, the Landlord asks that you use a hanger-hook which allows the nail to go into the wall at an angle, giving it the best hanging ability. On paneled walls, use only small nails driven into the groove of the paneling. Do not use the patch-type hangers that stick to the wall with adhesive. Under no condition attempt to nail, put in hooks, or attach anything to the ceiling, including hanging plants and ceiling fans.

Posters should be attached to the wall with straight pins, thumb tacks or push pins. On paneled walls, put pins in the grooves of the paneling only. Do not attempt to affix posters to the wall with any type of gummed tape, especially scotch tape. If tape, tape residue or torn sheet rock paper is found, you will be charged for damages.

18. TRASH

You are to put trash and garbage in the dumpster designated for your building. If your dwelling unit has recycling bins, please use them. No trash is to be placed on porches or decks. The Landlord will charge you a fee of **\$10 to \$200** for removing any trash or rubbish that is placed outside the dwelling unit. Do not permit garbage to accumulate in your dwelling or outside your door. Garbage not removed from dwelling or doorways for a period of time will tend to smell, invite insects and possibly block walkways, or create a fire or other such health hazard. Don't subject yourself or your neighbors to these problems. Dumpsters are close by, please use them!

19. PETS

YOU ARE NOT ALLOWED TO HAVE PETS/ANIMALS OF ANY KIND IN OR NEAR THE DWELLING UNIT & ITS PREMISES. This not only includes you but your friends as well. Please ask them to leave pets at home or in the car when they come to visit. Pets take a lot of time and care and are expensive. If they are not supervised properly, they can damage your property and the Landlord's property. If you violate the terms of this Lease Contract in regards to pets, you are subject to a fine that can range from a **minimum of \$375** up to one month's rent. The exact amount of the fine is at the discretion of the Landlord and payable to the Landlord for each violation. You will also be charged a mandatory fee for having the unit sprayed for fleas.

You will be considered to be in violation if any of the following is found inside or near your dwelling unit: a pet, an animal, a reptile, a bird, fleas, a feeding bowl or pan, water bowl or pan, food set out for any animal, a litter box, a pet bed or house, a pet chain, any signs of scratching or gnawing on furniture, carpet or dwelling, pet odor and/or pet feces or droppings. Each day or part of a day one or more of the preceding is found will be considered a separate violation. Remember, any violation of the terms of this Lease Contract constitutes a basis for termination of your occupancy.

You may or may not be aware that pets often leave odors in carpets which cannot be removed and carpet has to be replaced. If this is the case, you will be held responsible for the cost of replacing the carpet and padding in the dwelling unit, plus the cost of repairing and replacing anything else

damaged by the pet such as door frames, facings, floor boards and furniture.

20. AUTO REPAIRS

No auto repairs are allowed at any of the dwelling units. This includes changing of oil filters, lubricating, washing your car or putting in anti-freeze. (If the dwelling unit is a single family house, car washing is permitted if outside faucets are available.) Furthermore, no vehicle can be placed on jacks or blocks. Also, disabled or junk vehicles are not permitted to be left on grounds or premises for more than 24 hours. In case of a flat tire, you will be given 24 hours to have the tire repaired. If you are in violation the car will be towed at your own expense.

21. OVERNIGHT AND LONGTERM GUESTS

If the dwelling unit is occupied by other than the parties specified on the Lease Contract or written addendum, you are subject to a **\$150.00** fine per person, payable to the Landlord for each day or night the unnamed party occupies the dwelling unit in violation of the terms of this Lease Contract. This does not apply to a guest who spends an occasional weekend or night. If you have a guest(s) who wants to stay more than occasional night or weekend, please check with the Landlord for special written permission.

22. LIGHT BULBS

The Landlord furnishes working light bulbs when you move into a turned unit. It is your responsibility to replace all bulbs in the proper sizes as needed and to leave a working bulb in each socket when lease expires.

23. SHOWER & TUB MAINTENANCE

Proper care should be exercised to prevent water damage to the floor and walls around the shower and/or tub. You are responsible for providing shower curtains. Make sure shower curtains are closed completely when showering to prevent damage to walls or doors. Fiberglass tubs and showers should only be cleaned with liquid cleansers such as Soft Scrub by Clorox or other recommended fiberglass cleansers. Powdered cleansers such as Ajax, Comet, etc., will damage the fiberglass surface and should not be used.

24. FIXTURES, APPLIANCES, ETC.

Any fixtures, appliances, furnishings or equipment that are shown on your inventory list for your dwelling unit at the beginning of the Lease Contract, are to be considered part of the premises. You are responsible for any damage that occurs to the fixtures, appliances, furnishings or equipment during the term of your Lease Contract except ordinary wear and tear. The condition of the fixtures, appliances, furnishings or equipment is as stated on the inventory list completed at the beginning of your Lease Contract. See Article II, Section III of the Lease Contract.

It is further understood that, if damages occur to the fixtures, appliances, furnishings or equipment, you are responsible for paying the cost of restoring the damaged items to the condition they were in at the beginning of your Lease term. This means either making needed repairs or, if it is not practical to repair, then you are responsible for paying the cost of replacing the item(s) damaged. If the item(s) requiring repair or replacement is part of a matched set then you are responsible for paying the cost of replacing the entire matched set.

Ordinary maintenance is not considered damage unless caused by abuse. The Landlord will pay the cost of keeping any fixtures, appliances, furnishings or equipment in good working order and for replacement when they wear out. You should be careful not to overload shelves and the crisper in the refrigerator and freezer.

You further agree not to remove any of the fixtures, appliances, furnishings or equipment from the dwelling unit or take them outside. If they are taken outside and damaged, you will be responsible for replacing them.

You are required to install a mattress cover on any furnished bedding. Failure to do so may result in charges for mattress replacement.

25. ALTERATIONS

You agree not to paint or paper or make any alterations, installations, redecoration, or repairs of any kind to the dwelling unit without written permission by Landlord. You may not alter any lock or install a new lock without the written consent of Landlord. The Landlord will retain a key to the dwelling unit. It is further understood that any alterations or additions become the property of the

Landlord; except at the option of the Landlord, you may be required to return the property to its original condition. You also agree that no waterbeds shall be allowed in the dwelling unit.

26. PROHIBITED

The following items are prohibited in the dwelling unit or on the premises and grounds:

1. Dartboards.
2. Skateboarding is not allowed on grounds or premises of the dwelling unit. This includes parking lots and driveways.
3. Climbing on roofs, trees or railings.
4. Outdoor grills, including but not limited to charcoal grills and gas grills are to be stored on decks, balconies and walkways at any time. Fire laws prohibit these on the property.
5. Signs in dwelling unit windows; this includes posters, lettering or signs, whether inside or outside, and stickers. Also, any items that is visible through windows that are objectionable. The Landlord has the final say on what is objectionable.
6. Guns or any type of firearms.
7. Fires or bonfires of any kind unless you have an inside fireplace in which fires are permitted. Be careful of ash disposal.
8. Plastic is NOT to be put up over the inside or outside of your windows or doors without written permission of Landlord.
9. Window air conditioner units

If you violate the terms of this Lease Contract in regard to any of the above items which are prohibited, you are subject to a fine that can range from a minimum of \$50.00 up to one month's rent. The exact amount of the fine is set at the discretion of the Landlord and is payable to Landlord for each violation. Each day is considered a separate violation.

27. NOISE

You shall not make or cause to be made, excessive noise, meaning noise which disturbs the peace and quiet of other tenants and neighbors. You are required to be considerate of your neighbors by not

playing your stereo, radio, or television so loud that they are objectionable to your neighbors or Landlord. In addition, you should avoid making noise that annoys the neighbors such as exercising, singing or bouncing a ball.

You are not allowed to play or practice musical instruments of any kind in your dwelling unit or on the premises without the written permission of the Landlord. This includes but is not limited to horns, drums, electric guitars, pianos, organs, etc. Politely ask neighbors to refrain from being so loud if they disturb you and if the excessive noise continues, notify the Landlord.

If you cause excessive noise, you may be fined **\$50.00** per time, payable to the Landlord and/or you may have your occupancy terminated. The Landlord determines whether the noise is excessive.

28. PARTIES AND/OR GATHERINGS

Large parties and/or gatherings in or near the dwelling unit or grounds will not be tolerated. Party guests rarely respect your property or the Landlord's property. You are not allowed to have beer kegs at or in the dwelling unit, or on the grounds or premises at any time. The Landlord wants you to have a social life and be able to invite a few friends over; however, for safety reasons such as overloading, insurance and fire safety, the Landlord limits you to four (4) people over and above the number of tenants in the unit. This refers to the dwelling unit, the grounds and in and around the premises of the property.

Do not have parties or let gatherings get out of hand and become obscene or objectionable to your neighbors. Noticeable drunkenness or intoxication will at no time be permitted or tolerated. These requirements are in place because of limited parking, dwelling size, safety and disturbance to neighbors.

If any of these requirements are violated, you are subject to a fine that can range from a minimum of **\$100.00** up to an amount equal to one month's rent. The exact amount of the fine is at the discretion of the Landlord and is payable to the Landlord for each violation. Each day is considered a separate violation.

29. BALCONIES AND WALKWAYS

Do not create any health or safety hazards in common areas such as walkways, hallways, balconies, porches, stairways or parking areas.

1. Balconies, decks, porches or walkways are not to be used to dry or air clothes, rugs, mops, etc. They are not to be used as storage areas, nor are they to be used under any circumstances for cookouts. Grills are not allowed on the properties.

2. Do not overload balconies, decks, porches, or walkways.

3. No garbage is to be placed in these areas.

4. Recycling bins must be kept inside the dwelling unit.

5. Sitting on the railings is prohibited for safety reasons.

30. FIRE PROTECTION EQUIPMENT

You are provided with a smoke alarm and most units have a fire extinguisher in each unit or one is located on each level of the dwelling. It is your responsibility to check the smoke alarm periodically to make sure it is working properly. If it isn't let the Landlord know as soon as possible.

If a fire extinguisher is provided, it is for your protection. If you have a fire, use the extinguisher if possible and call the fire department immediately, then call the Landlord even if you think the fire is extinguished. If the fire extinguisher is discharged, it is your responsibility to notify the Landlord that it needs to be recharged.

31. RENTER'S INSURANCE

The Landlord pays insurance on your rental unit but that insurance only covers the building and the property of the owner. It does not cover your personal property or your liability. You may get liability coverage and insure any of your personal property located or stored in or at the dwelling unit against the risks of damage, destruction, or loss resulting from theft, fire, storm and all other hazards and casualties. Such renter's insurance should be in an amount equal to the liability coverage you choose and to the replacement value of the property so insured and may be placed with such companies as are selected by you. Regardless of

whether you secure such insurance, the Landlord and his agents shall not be liable for any damage to, destruction of, or loss of any of your personal property located or stored in or at the dwelling unit regardless of the cause of such damage, destruction or loss.

You can get renter's insurance through almost any insurance agency. The cost is reasonable and the insurance gives much of the same coverage as home owner's insurance.

32. RENEWING YOUR LEASE

Someone from the Landlord's office will contact you in the winter about the possibility of renewing your Lease Contract. People will start inquiring about rentals for the next year as early as November, so the Landlord needs to know if you are renting your dwelling unit for another year as soon as possible. One thing to remember is that in order to rent the dwelling unit for the next year, it may need to be shown to prospective tenants. You will allow the Landlord to show the dwelling unit as necessary, at reasonable times. Please cooperate with the Landlord so that he can rent it quickly.

33. BREAKING YOUR LEASE

The lease contract you signed with your Landlord is a legal, binding contract that runs for a specified period of time. You are expected to live up to the Lease Contract.

Breaking a Lease Contract can be expensive, especially if the Landlord is unable to find someone to take your place.

If the Landlord is not paid all monies that you owe him, then the Landlord can go to court and get a judgment. A court-ordered judgment is enforceable for 10 years and it can become a lien on property that you owe now or in the future. In addition, if you are reported to a credit bureau, you will have a mark on your credit record for seven years. Think twice before you do something that might ruin your credit rating because a bad credit rating stays with you a long time. A bad credit rating can keep you from getting a loan to buy a car, a house, or to pay off some other debts.

You shall not abandon or vacate the dwelling unit during the term of the Lease Contract. You shall be deemed to have abandoned or vacated the dwelling unit if you remove substantially all of your

possessions from the dwelling unit. In addition, if you are absent from the dwelling unit for seven (7) consecutive days while a rental payment is delinquent, you shall be deemed to have abandoned or vacated the dwelling unit effective the first days of each seven-day period of absence. If you have the electric power turned off, you will be considered to have abandoned or vacated the dwelling unit. If, however, you decide to break your Lease Contract, you should do the following:

1. Notify the Landlord in writing as far in advance as possible of the day you plan to move.
2. Read Article I, Section I of this Lease Contract.
3. Go through the check-out procedure with the Landlord and comply with Article II, Section 34 of this Lease Contract.

If you abandon your dwelling unit, legal action may be taken to see that you fulfill your Lease Contract with the Landlord. **THINK ABOUT IT BEFORE YOU BREAK YOUR LEASE!**

34. VACATING AND CHECKING OUT

Upon termination of the Lease Contract, termination of your right of possession and occupancy, or expiration of the tenancy created by this Lease Contract, whether by Landlord or by you, and whether for breach or otherwise, you shall:

1. Pay all utilities and services for which you are responsible and have all such utility services disconnected at your sole cost and expense, provided, however, you shall not have your electricity or water disconnected for two days after you check out of your dwelling unit, and turn your keys over to the Landlord.
2. Vacate dwelling unit and premises and remove there from all of your personal property of whatever nature.
3. Make sure repairs are made and perform such other duties as are necessary to return the dwelling unit, premises, grounds and any appliances or fixtures furnished in connection with the dwelling unit, in the same condition as they were at the date that your occupancy began, as stated in the Lease Contract, ordinary wear and tear expected.
4. When you are ready to move, the Landlord will give you an itemized list of instructions for cleaning

your unit for the next tenant. If unit is not cleaned to the Landlord's "standards" any additional cleaning will be deducted from the tenants security deposit. This checklist is also found on the website,

5. Fasten and lock all doors and windows.
6. Return to the Winkler office located at 215, Boone Heights Drive, Suite 100, all keys to dwelling unit and mailbox, if applicable, including all copies made by you.
7. Notify the Landlord of the address to which the balance of the Security Deposit may be returned.

35. HOLDOVER

If you stay over past 11:00 a.m. after the expiration of the term of this Lease Contract, such holding over will not be deemed to create a tenancy-at-will and by such holding over, you will be deemed to have agreed to be bound by all the terms and conditions of this Lease Contract except those that, during such tenancy-at-will, pay rent at the rate of **\$150.00** per day or part of a day until the premises are vacated.

36. DAMAGE AND SECURITY DEPOSIT

The Security Deposit shall be held in the manner set forth in the Lease Contract, Article I, Section IV, Security Deposit. Upon termination of the tenancy and/or your occupancy herein created, the Landlord may deduct from the Security Deposit amounts sufficient to pay:

1. any damages sustained by the Landlord as a result of your non-payment of rent, utility charges, late fees, or non-fulfillment of the initial terms or any renewal periods including your failure to enter into possession;
2. any damages to the dwelling unit, premises, and grounds for which you are responsible;
3. any unpaid bills which become a lien against the dwelling unit due to your occupancy;
4. any costs of re-renting the dwelling unit after a breach of this Lease Contract by you;
5. any court costs incurred by the Landlord in connection with terminating the tenancy;
6. any other damages of the Landlord which may then be a permitted use of the Security Deposit

under the laws of this State. After having deducted the above amounts, the Landlord shall, if your address is known to him, refund to you within thirty (30) days after the tenancy and delivery of possession, the balance of the Security Deposit along with an itemized statement with any deductions. If your address is unknown to the Landlord, the Landlord may deduct the above amounts and then shall hold the balance of the Security Deposit for a six-month period beginning upon termination of the tenancy and delivery of possession by you. If you fail to make demand for the balance of the Security Deposit within the six-month period, the Landlord shall not thereafter be liable to you for a refund of the Security Deposit or any part thereafter.

The Damage and Security Deposit is not intended to be prepaid rent, so please do not ask the Landlord to apply it toward your rent.

37. EMINENT DOMAIN AND CASUALTIES

The Landlord shall have the option to terminate the Lease Contract if the dwelling unit, or any part thereof is condemned or sold in lieu of condemnation or damaged by fire or other casualty.

38. THE LANDLORD'S LIABILITIES

The Landlord shall exercise ordinary care, but shall not be held liable or responsible in any way, for injury to any person, or for loss or damaged property of yours or your guests or other persons. The Landlord shall have no responsibility or liability to you for: any damage, act, or negligence of any other tenant(s) on the building or complex of buildings in regard to that tenant's Lease Contract. Any personal property at the dwelling unit shall be removed from the premises on vacating. In the event such property is not removed, the Landlord may dispose of the property at his discretion, without liability to you. You shall pay for all costs of removal of such property.

39. LANDLORD'S DEFAULT, LIMITATION OF REMEDIES AND DAMAGES

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 Contract. You shall have no right to terminate this Lease Contract for

any such default or suspend your performance hereunder until you notify the Landlord in writing of the alleged default and afford the Landlord a reasonable amount of time within which to cure the default. Under no circumstances shall any defective condition or failure to repair, maintain, or provide any common area, fixture or facility, terminate this Lease Contract or suspend your performance hereunder. This includes, but is not limited to, parking lots, tennis courts and club houses. In any legal actions instituted by you against the Landlord, whether for partial or material breach of this Lease Contract, or any obligation imposed by law upon the Landlord, your damages shall be limited to the difference, if any, between the rent reserved in this lease Contract and the reasonable rental value of the dwelling unit, taking into account the Landlord's breach.

Under no circumstances shall you collect any consequential or secondary damages resulting from the breach, including, but not limited to, the following items: injury or destruction of furniture or other personal property of any kind located in or about the dwelling unit, moving expenses, storage expenses, alternative interim housing expenses and expenses of locating and procuring alternative housing.

40. TENANT'S OBLIGATIONS

The tenant is and shall remain responsible for act or omission of his family, guests, roommates, servants and agents and any matter which tenant has agreed he is prohibited from doing by this Lease Contract, shall also be prohibited by such persons. The tenant shall not violate any local ordinance or any State or Federal law in or about the dwelling unit, and shall not commit or permit any waste or nuisance, disturbance, annoyance, inconvenience, or damage to the Landlord or his Tenants, or the occupancy of any adjoining house and/or apartment, or the neighborhood.

41. POSSESSION

If you are unable through no fault of your own to secure your right of possession of the dwelling unit at the commencement of the Lease Contract, the Landlord shall not be liable for any damages caused thereby, nor shall this Lease Contract be void. You shall not be liable for any rent until you secure actual possession, unless the failure to secure possession was your fault. You or the Landlord may

terminate this Lease Contract if you are unable to secure possession through no fault of your own within seven (7) days of commencement of the terms stated herein. This option to terminate the Lease Contract cannot be exercised after you take occupancy.

42. TENANT'S DEFAULT

In the event the Tenant shall a) fail to pay any installment of rent, utility charges, late charges, damages, fees, fines, payment, maintenance, repairs or replacements that are owed to the Landlord by the Tenant under this Lease Contract when due and payable; b) become bankrupt or insolvent; c) fail to perform any other condition, promise, duty or obligation herein agreed to by him or imposed upon him by law; then in any such events, as often as each of them may occur, and in addition to all other rights and remedies provided by the law, the Landlord may, at his option and with or without notice or demand to tenant, either 1) terminate this Lease Contract and Tenant's right of occupancy and possession of the dwelling unit without terminating this Lease Contract. Regardless of whether the Landlord terminates the Lease Contract and Tenant's right of occupancy and possession or only terminates Tenant's right of occupancy and possession without terminating the Lease Contract, the Landlord shall be immediately entitled to possession of the dwelling unit without prejudice to other remedies, and Tenant shall peacefully surrender possession of the dwelling unit to the Landlord immediately upon the Landlord's demand

In the event the Tenant shall fail or refuse to surrender possession of the dwelling unit, the Landlord shall, in the State of North Carolina, re-enter and retake possession of the dwelling unit through a summary ejectment proceeding.

In the event the Landlord terminates this Lease Contract and the Tenant's right of occupancy and possession, all further rights and duties hereunder shall terminate and the Landlord shall be entitled to collect from the Tenant all unpaid back rents, utility charges, fines, late charges, payments, services, fees, damages, repairs, maintenance or replacements that are owed to the Landlord by the Tenant under this Lease Contract and all rents for the remaining term and any damages resulting from the Tenant breach period. In the event that the

Landlord terminates the Tenant's right of occupancy and possession without terminating the Lease Contract, the tenant shall remain liable for full performance of all covenants hereof and the Landlord shall use reasonable efforts to re-lease the dwelling unit on the Tenant's behalf. Any such rentals received from such re-leasing shall be applied first to the costs of re-leasing the dwelling unit and then to the rentals due hereunder. In the event the rentals from such re-leasing are insufficient to pay the rentals due hereunder in full, the Tenant shall be liable to the Landlord for any deficiency. In the event the Landlord institutes a legal action against the Tenant to enforce this Lease Contract or to recover any sums due hereunder, the Tenant agrees to pay the Landlord's agent or the Landlord's attorney a minimum of \$250.00 in fees for Small Claims Court (Magistrate's Court) and at least \$750.00 or more in District Court in addition to all of the damages.

43. RENTAL CREDIT APPLICATION

As a convenience to you, you may be allowed to sign a Lease Contract for a dwelling unit before your rental and credit application(s) is approved. Also you may be allowed to sign a Lease Contract before the Landlord has received a Lease Guarantee(s). This Lease Contract is binding unless you are notified by the Landlord that your rental and credit application is disapproved. The Landlord, at his option, can terminate this Lease Contract if he has not received any or all of requested guarantees or deposits. If you do not hear from the Landlord, you should plan on moving in the day this Lease Contract begins. If your credit report or credit history does not meet the Landlord's normal standards, then the Landlord may request from you either a rental guarantee in a form sufficient to the Landlord or for you to pay the last month's rent in advance of occupancy or the Landlord may require both. The Landlord can also terminate this Lease Contract before you move in if your credit report or credit history does not meet the Landlord's normal standards.

44. MISREPRESENTATION

Any statements made by you to the Landlord in your application to rent are considered as inducements to execute this Lease Contract. Misrepresentations shall entitle the Landlord to terminate this Lease Contract and/or terminate your right of occupancy and possession at any time and

to collect from you any damages as stated in Article II, Section 42, and Tenant's Default.

45. FORM

The Landlord and the Tenant hereby acknowledge that their agreement is evidenced by the Lease Contract in Article I, Rules and Regulations in Article II, and other applicable addenda to the Lease Contract, any of which may contain some minor inaccuracies when applied to the particular factual setting of the parties. The Landlord and the Tenant agree that the courts shall liberally and broadly interpret this Lease Contract, ignoring minor inconsistencies and inaccuracies, and that the courts shall apply the Lease Contract to determine all disputes between the parties in the manner which most effectuates their intent as expressed herein. The following rules shall be applied: 1. handwritten and typed additions or alterations shall control over the preprinted language when there is an inconsistency between them; 2. the Lease contract shall not be strictly construed against either the Landlord or the Tenant; 3. section headings are used only for convenience or reference and shall not be considered as a substantive part of this Lease Contract; 4. words in the singular shall include the plural and the masculine shall include the feminine and neuter genders, as appropriate; and 5. in this Article II of the Lease Contract use of the pronoun "you" shall mean and refer to the "Tenant".

46. LEGAL EXPENSE, LANDLORD'S LIEN

You shall pay and discharge all costs, expenses and agents and/or attorney's fees which shall be incurred or expended by the Landlord due to breach of the covenants and agreements of this Lease Contract by you. You understand that this means, if you are taken to court to collect back rent, damages, or property damage over and above your Security Deposit, you will pay the Landlord's agent or attorney. The cost will be a minimum of \$250.00 in Small Claims Court and at least \$750.00 or more in District Court. The Landlord shall also have a lien pursuant to North Carolina General Statutes, Chapter 44A, and all your personal property that remains in the dwelling unit and premises after your abandonment of the dwelling unit and premises or termination of the Lease Contract or termination of occupancy as herein provided.

47. INSPECTION

The Landlord may enter your dwelling unit at reasonable times to inspect for your compliance with terms of this Lease Contract, make sure damage is not occurring, clean, stop waste, exterminate, repair, show the dwelling unit to prospective tenants, lending institutions or purchasers, or do any type of maintenance.

You agree to allow access and occupancy to workmen for painting, redecoration, cleaning carpet(s), repairing or remodeling of the dwelling unit as the Landlord may deem appropriate for such time as it is necessary. The Landlord may display "for rent" or "for sale" signs on the leased dwelling unit. When possible, at times, the Landlord will attempt to notify the Tenants of any of the above.

48. HOLD HARMLESS

You covenant and agree to release and indemnify the Landlord and hold him and his agents from, and shall defend the Landlord against any injury, cost, remedy, claim, damage, expense, loss, liability or cause of action to or of anyone for yourselves, your employees, family, guests, invitees, roommates, servants, agents, property and anyone claiming under them or to the public generally from any cause whatsoever resulting from the use, nonuse, or condition of the dwelling unit, grounds, and premises during the term of this Lease Contract, except only such personal injury or property damage cause by the negligent or intentional acts of the Landlord or his agents.

49. AGENT'S AUTHORITY

The Winkler Organization, Inc., as Agent for owner(s) shall have the authority under this Lease Contract to act as the Landlord on behalf of the owner(s). The Agent or his employees shall not be held liable to the Tenant for any nonperformance of any obligation or promise of the Landlord contained in this Lease Contract or imposed by Law. Upon termination of such agency, The Winkler Organization, Inc., shall be relieved of all responsibility under this Lease Contract and any successor agent shall succeed to the authority to act as the Landlord previously held by the Winkler Organization, Inc., unless limited by the owner(s). The Law of agency prevailing in North Carolina shall apply.