Brown Heights LLC

285 Hwy 105 Ext • Boone, NC 28607
(828) 264-1713

1
Lease of Premises & Term

1.1 PARTIES TO LEASE CONTRACT

THIS LEASE CONTRACT (Article I), made as of **<<Lease Creation Date>>**, between Brown Heights Properties for the Owners(s) **<<Owner Name(s)>>**, hereinafter called Landlord or Lessor, and **<<Tenants (Financially Responsible)>>**, hereinafter called Tenant or Lessee.

1.2 AGREEMENT TO RENT DWELLING UNIT

WITNESSETH: That, Landlord does hereby rent unto Tenant, and Tenant does hereby take as Tenant under Landlord, the dwelling unit known as and located at: **<<Property Name>><<Unit Name>>**,

<<Unit Address>>

for the term shown below in **Article I, Section 1.3 (Term)**, subject to the terms, conditions, covenants, and obligations set forth in this Lease Agreement, together with any written addenda executed by both Landlord and Tenant that are expressly incorporated into this Lease.

1.3 TERM

TERM: The Tenant's right of possession and the term of this Lease Contract shall begin at **8:00 am** on the **<<Lease Start Date>>**, or the date and time Landlord tenders possession of the dwelling unit to Tenant, and shall end at **8:00 am** on the **<<Lease End Date>>**.

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

Tenant understands that if Tenant moves out before the end of this Lease Contract or fails to move in, Tenant is responsible for finding a suitable replacement tenant to take over the Lease Contract, and if Tenant does not do this, Tenant is responsible for paying all rent and other amounts due until a suitable replacement tenant can be found.

If Tenant breaks this Lease Contract, Tenant will be expected to pay and comply with the following: 1) All rent due under this Lease Contract; 2) Advertising costs; 3) Landlord's time and effort in the re-renting of the dwelling unit; 4) Any damage that must be repaired to make the dwelling unit rent-ready; 5) Cost of re-renting the dwelling unit after breach by Tenant; 6) All other terms and conditions of this Lease Contract; and 7) All move-out procedures and obligations required under this Lease Contract.

Tenants that **hold over past the end of the Lease Contract term create a tenancy-at-will and shall pay holdover rent at the rate of three hundred dollars ($300.00) per day or part of a day until dwelling unit is vacated.**

BREAKING A LEASE IS COSTLY!!!

Landlord has not guaranteed a specific delivery date for the dwelling unit, and Tenant will only be charged rent from the later of the beginning date specified in **Article I, Section 1.3 (Term)** of this Lease Contract or the date Landlord tenders possession of the dwelling unit to Tenant.

If permission is given to Tenant to enter into possession of the dwelling unit prior to the beginning date of the term of this Lease Contract, and/or to occupy any dwelling unit of Landlord other than the dwelling unit designated in this Lease Contract at any time, Tenant covenants and agrees that such occupancy shall be deemed to be under all of the terms and conditions of this Lease Contract, with the rent provided for under this Lease Contract prorated for such period of occupancy unless otherwise agreed to by the parties.

By initialing below, you acknowledge and agree to the terms in Section 1.

X_____
Initial Here

2
Rent & Security Deposit

2.1 MONTHLY RENT

As rent Tenant shall pay a monthly sum of **<<Monthly Rent>>** payable monthly in advance, without notice, deduction, set-off or demand on or before the first day of the month for which rent is due through the online Portal of **BROWN HEIGHTS PROPERTIES.** EACH TENANT SHALL BE JOINTLY AND SEVERALLY LIABLE for the monthly rent payment, late fees, extra rent, other rent, additional rent, payments, fees, utility and service charges, fines, damages, services, repairs, maintenance, and replacements, etc. ("monies due") that are owed and are to be paid to the Landlord or others. Tenant understands this means that if his roommate(s) (as applicable) moves out, Tenant is responsible for paying the total amount of the monies due to be paid to Landlord through the end of the Lease Contract. In addition, all Tenant(s) remain responsible for making sure the entire terms and conditions of this Lease Contract are met and this includes any Tenant(s) who vacate the dwelling unit unless they are released in writing from this Lease Contract by both Landlord and any other co-tenants. *ELECTRONIC PAYMENTS ARE TO BE PAID ON THE ONLINE TENANT PORTAL (ON PORTAL, TENANT CAN PAY BY eCHECK, DEBIT CARD* AND CREDIT CARD*), OR BY CHECK, AND/OR MONEY ORDER.* ***CASH NOT ACCEPTED*** *FOR TENANT'S AND LANDLORD'S SECURITY. *There is an additional convenience fee to Tenant to use Debit/Credit Cards.*

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2.2 LATE FEES

Rent is due in full on or before the first day of each month by 5:00 p.m., and that is when Landlord expects to be paid. Rent is **LATE** if not paid by 11:59 p.m. on the first day of the month. Rent received before 11:59 p.m. on the fifth (5th) day of the month in which it is due will not be penalized with a late fee. After 11:59 p.m. on the fifth (5th) day of the month, a late fee of fifteen dollars ($15), as stated in **"Monthly Rent" (Article I, Section 2.1)** of this Lease Contract, will be incurred and added to the total past due rent. Partial payments of rent will not relieve Tenant from late fees. Check writing is a privilege that Landlord may suspend or discontinue at any time and require that Tenant make payment by money order. There will be a TWENTY-FIVE DOLLAR ($25.00) handling fee for any check (including eChecks) that is refused payment by any bank. If Tenant's check is refused for any reason by a bank or other institution upon which it is drawn, it shall be treated as though Tenant has not paid rent on time, and Tenant will be responsible for any applicable late fees. Landlord also reserves the right to seek enforcement of the returned check pursuant to N.C.G.S. § 6-21.3.

2.3 SECURITY DEPOSIT

Tenant agrees to pay Landlord a Security Deposit of **<<Security Deposit Charges>>** and Landlord shall hold this deposit as security during the term of this Lease Contract. Said deposit may be used for any of the purposes as are set forth in North Carolina General Statutes § 42-51. Landlord agrees to refund to Tenant the security deposit in full, less any past due rent, damages or costs, within thirty (30) days or as otherwise allowed under NCGS § 42-52 "Landlord's Obligations" to Tenant's last known address after termination of this Lease Contract. This Lease Contract is made, delivered and accepted with the understanding that should past due rent, damages, or costs for repairs exceed the amount of the deposit, then in that event Tenant does hereby agree to pay such additional damages or costs immediately upon notification of damages. Tenant understands that, even though several Tenants may have divided the security deposit among them, the entire security deposit can and will be held and may be used for any purposes set forth in North Carolina General Statutes § 42-51. After damages are assessed, Tenant will receive whatever balance is owed to Tenant. Also, Tenant understands that if there is any breakage or damage during the course of Tenant's occupancy and the item(s) need to be repaired, Tenant is then responsible for the cost of repair or replacement at that time.

DEPOSITS*: TENANT AGREES THAT LANDLORD HAS TENANT'S AUTHORIZATION TO PLACE TENANT'S SECURITY DEPOSIT IN AN INTEREST- BEARING ESCROW ACCOUNT AT SKYLINE BANK, 1641 BLOWING ROCK ROAD, BOONE, NORTH CAROLINA 28607 WITH ALL INTEREST ACCRUING FOR THE SOLE BENEFIT OF LANDLORD AND/OR HIS ASSIGNS AND MAY BE WITHDRAWN BY LANDLORD AT ANY TIME. ALSO, TENANT AGREES THAT LANDLORD HAS THE SAME AUTHORIZATION FOR ANY SUB-TENANT OF TENANT.*

By initialing below, you acknowledge and agree to the terms in Section 2.

X_____
Initial Here

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Occupants, Parking, Utilities, Etc...

3.1 ASSIGNMENT, OCCUPANTS & GUESTS

Tenant shall not assign, sublet, be released from, or otherwise transfer Tenant's interest in this Lease Contract, or any part thereof, without the prior written consent of Landlord. Such consent may be withheld in the sole and absolute subjective discretion of Landlord.

The dwelling shall be used for residential purposes only, and occupants of the dwelling unit shall be limited to the agreed upon occupants. Tenant shall not allow or permit the dwelling unit to be occupied or used as a residence by any other person other than those parties specified in this Lease Contract or named as an authorized occupant as follows: **<<Other Occupant(s)>>**

If the dwelling unit is occupied as a residence by any person other than the authorized occupant(s), Tenant agrees to pay additional rent of One Hundred Dollars ($100.00) per day for each unauthorized occupant and may be held in default of this Lease Contract.

PARTIES AND GUEST LIMITATIONS: Parties and large gatherings are strictly prohibited on the Premises. Each Tenant is permitted a maximum of two (2) guests at any given time. The total number of individuals present on the Premises, including all Tenants and guests, shall not exceed three (3) persons per Tenant listed on the Lease. Your property is leased to four (4) tenants and shall have a maximum occupancy of twelve (12) individuals at any given time. Tenants are responsible for ensuring their guests comply with all terms of the Lease and shall be held responsible for any violations, damages, or disturbances caused by their guests.

3.2 INVENTORY & FURNISHINGS

This dwelling unit is **unfurnished**, unless otherwise stated herein, and except for the fixtures, appliances, furnishings, or equipment identified on the Move-In Inspection & Inventory ("Inventory") provided to Tenant at or after the start date of this Lease Contract through the Online Tenant Portal or by paper copy. The Inventory shall be deemed a part of this Lease Contract upon delivery to Tenant and shall identify the fixtures, appliances, furnishings, and equipment provided with the dwelling unit.

3.3 LAWN CARE

Tenant **is Responsible** for lawn maintenance at their dwelling unit. If Tenant is responsible, such care includes, but is not limited to, mowing the yard at frequent intervals, raking leaves when needed and weeding of all flower and shrubbery beds. If Tenant is responsible for lawn maintenance but fails to perform any of those responsibilities, then Landlord may hire a competent local tradesman without notice to Tenant to perform such responsibilities and Tenant shall be responsible for paying for such expense and reimbursing Landlord if Landlord paid it.

3.4 NO SMOKING OR VAPING

Tenant(s) and their family, significant others, friends, household employees, invitees, agents, guests, and/or anyone claiming under them may not smoke or vape inside the dwelling unit or building at

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any time. If Tenant(s) or any of the others named above are smokers or vapers they must smoke or vape outside and dispose of any smoking/vaping waste in a safe and proper manner (No Littering).

3.5 PETS

Tenant agrees that at no time shall any animal or pet of any kind, including but not limited to, dogs, cats, birds, spiders, reptiles, and snakes, be kept or harbored in or about the dwelling unit by Tenant or Tenant's guest(s) without written permission of Landlord. Tenant agrees that Tenant is responsible for paying **an extra rent of $200 per pet, per day or partial day for each day or partial day an animal(s) or pet(s) is** in or about the dwelling unit or premises and Tenant doesn't have Landlord's written permission to have **an animal(s) or pet(s).**

3.6 SNOW & ICE REMOVAL

TENANT AGREES AND UNDERSTANDS THAT LANDLORD IS NOT RESPONSIBLE FOR SNOW AND ICE REMOVAL.

3.7 UTILITIES AND SERVICES

THERE ARE NO UTILITIES OR SERVICES (HEREINAFTER REFERRED TO AS "UTILITIES") INCLUDED IN THE MONTHLY RENT AS SHOWN IN **"Monthly Rent" (Article I, Section 2.1)**.

If Tenant's dwelling unit has individual meter(s) or utility hookup(s), Tenant shall be responsible for having the applicable utility accounts placed in Tenant's name at the beginning of the Lease Contract term. Tenant is responsible for paying all utility charges directly to the applicable utility providers unless otherwise specified in this Lease Contract, including any shared utilities that are included as part of the monthly rent shown in **"Monthly Rent" (Article I, Section 2.1)**.

Tenant is required as a condition of this Lease Contract **to provide Landlord with their working email address, cellular number, and landline number (if applicable),** to keep them in working order and to provide Landlord with any changes to them. Tenant expressly consents that Landlord may use them to contact Tenant for transactional and informational purposes, as Landlord deems necessary.

By initialing below, you acknowledge and agree to the terms in Section 3.

X_____
Initial Here

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Additional Provisions

4.1 CO-SIGNER GUARANTEE

Under this Lease Contract, **Co-Signer/Guarantor is not considered a Tenant** and Co-Signer's sole obligation is to guarantee payment of all of the financial obligations of the said Tenant (hereinafter in this section referred to as "Co-Signer's Tenant") including any monies due by said Co-Signer's Tenant as defined elsewhere in this Lease Contract. **Co-Signer(s) has no right of occupancy in the dwelling unit** except as stated in this Lease Contract as a guest. Co-Signer's Tenant is the same person that listed the Co-Signer's name in their Rental Application and/or in other correspondence with Landlord as their Co-Signer. The undersigned Co-Signer (also referred to as "Guarantor") in consideration of this Lease Contract, hereby unconditionally guarantees and promises jointly and severally to pay on demand any and all debts, obligations, and liabilities of the said Co-Signers Tenant under or arising out of this Lease Contract entered into by and between the Landlord as named in this Lease Contract and the said Co-Signer's Tenant for the dwelling unit located at the rental address shown in this Lease Contract.

4.2 COUNTERPARTS; ELECTRONIC EXECUTION

The definition of "counterparts" is where there are multiple "duplicate copies" of the same identical Lease Contract, addenda or other supporting documents ("Lease Document") that are provided so that there is a separate copy of the Lease Document available for signing by each different Tenant and/or Co-Signer. Each "different signed copy" of a Lease Document is considered a "counterpart". For the purposes of this Lease Contract, a Lease Document may be executed in multiple counterparts and each counterpart shall be considered an original and shall be signed by a Tenant and/or a Co-Signer (if applicable), and all counterparts are then delivered, collected and assembled together ("compiled") and shall constitute one and the same Lease Document. Each party to a Lease Document shall be provided with a copy of the final compiled Lease Document including the signed signature pages from all counterparts and each party's compiled copy shall be considered an original. Counterparts can be paper and/or electronic documents.

There are various types and forms of electronic documents. The electronic master original Lease Document is one that is created electronically on the BHP Portal. First, each person that is a party to it initials and/or signs a separate identical electronic Lease Document counterpart. Then from each initialed and/or signed individual counterpart, the initialed block and/or signed signature blocks that are unique to each separate counterpart, are posted, compiled, and merged electronically into a single master original Lease Document that is identical to the counterparts except for where each persons the initialed and/or signed it. Lease Documents not requiring Landlord's signature shall become effective when initialed and/or signed by Tenant and/or Co-Signer. Lease Documents that require Landlord's signature such as but not limited to Lease Contract shall become effective once signed by the other parties and by Landlord.

After the master original Lease Contract, addenda and other supporting documents have been signed by all parties to them (as applicable), multiple originals of the master original Lease Contract, addenda and other supporting document(s) in their final form shall be created and each one shall be considered an original for legal purposes. Each party who signed it shall be provided with one. If a paper copy is desired, a PDF of it can be saved and printed out.

Lease Documents including Initials and signatures, including the executed counterpart of a signature page to a Lease Document, including by scanning, can be delivered by electronic format, through the Portal, Portal mobile application, email, fax, mobile cellular number, text and/or by other means such as the mail, delivery service or in person, such counterpart shall be deemed an original also and attached to the said Lease Document and all of which shall constitute one and the same Lease Document. The electronic format executed counterpart shall be as effective and legal

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as delivery of a manually executed counterpart of this Lease Contract provided, Landlord agrees to accept it.

4.3 EXCEPTION TO ELECTRONIC EXECUTION OF DOCUMENTS

Tenant(s) have the option to not provide their express written consent and to Opt-Out of and/or to withdraw their express written consent to use electronic documents and electronic contracts, and sign them with electronic initials and/or signatures. **Tenant(s) do NOT have to agree or give their express written consent to signing this Lease Contract electronically in order to be able rent or live in a dwelling unit Landlord manages.** However, without Tenant(s) giving their express written consent or by withdrawing it before signing the online Lease Contract, paper copies of the Lease Contract and addenda and other leasing documents will need to be used for the rental process and Tenant(s) will need to sign those instead in order to rent or live in a dwelling unit Landlord manages. Tenant's express written consent previously given to Landlord cannot be withdrawn for any e-Notices, electronic documents and electronic contracts that Tenant and/or Landlord have already executed, signed and were sent and received by either Tenant and/or Landlord, prior to Tenant withdrawing consent. **Tenant has already given their Express Written Consent if Tenant signed the online Rental Application.**

4.4 PORTAL FOR ELECTRONIC DOCUMENTS & ELECTRONIC COMMUNICATIONS

Use of an online Portal ("Portal") if offered by Landlord, is offered as a convenience to Tenant(s) and is not a right of Tenancy In order for Tenant(s) to use or continue to use this Portal Tenant(s) must consent and agree to terms and conditions for using it, as stated below. The Portal is a digital central hub and the primary way that the Landlord and Tenant(s) can conveniently receive, review and sign documents and contracts electronically and store them on the Portal in the internet cloud. In addition, Tenant can make electronic rent payments online including eChecks ("ACH check'), debit cards and credit cards (there is an additional fee to use debit or credit cards) and submit work orders. Through the Portal, Tenant and Landlord can communicate with each other through emails, Tenant's cellular calling number, text messages and/or internet to phone (email to email/text messaging) messages, all in a very efficient manner. The Portal is accessed through an easy-to-use website and/or its mobile application.

Tenant(s) is able to dramatically change the whole rental process by using the online Portal. The Portal is designed to save Tenant(s) time and the use of it is environmentally friendly and avoids in-person contact. To use the Portal, the Tenant or other persons using the Portal such as a Co-Signer must be extended an invitation by Landlord and must give their express written consent to use electronic communications and electronic documents and agree to the Terms of Service for AppFolio, Inc. (Portal service provider) found on the Portal.

Tenant(s) understand and agree that Landlord and/or AppFolio, Inc. ("AppFolio") (the portal software and service provider for Landlord) may suspend or terminate Tenant(s)' access to the Portal in their sole discretion at any time for any reason, including, but not limited to, Tenant(s)' violation of AppFolio's Terms of Service for the Portal and/or the terms and conditions of this Lease Contract. Landlord also reserves the right to discontinue offering the Portal or to change the manner in which electronic documents and communications are provided to Tenant(s). No prorations of rent will be made whether or not Landlord and/or AppFolio offers use of the Portal, withdraws use of the Portal, or Tenant(s) chooses to use or not use the Portal. None of these actions shall affect the validity or enforceability of this Lease Contract.

4.5 SEVERABILITY

In the event any portion of this Lease Contract, any addenda, or other leasing documents shall be determined to be invalid under applicable law, such provision shall be deemed void and the remainder of this Lease Contract shall continue in full force and effect.

4.6 EQUAL HOUSING OPPORTUNITY

"The Owner(s)) shall conduct all brokerage activities in regard to this agreement without respect to the race, color, religion, sex, national origin, disability, familial status, sexual orientation, or gender status of any party or prospective party to the agreement."

4.7 RECEIPT OF DOCUMENTS

Each of the parties acknowledges receipt of a copy of this Lease Contract, together with any applicable addenda and other leasing documents. Tenant(s) agree to comply with the terms and conditions of this Lease Contract and any applicable addenda. Tenant(s) may access copies of these documents through the Portal or by requesting a paper copy from Landlord.

By initialing below, you acknowledge and agree to the terms in Section 4.

X_____
Initial Here

5

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

5.1 LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord (lessors) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant (lessees) must also receive a federally approved pamphlet on lead poisoning prevention.

5.2 LANDLORD'S (LESSOR'S) DISCLOSURE

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

____ (i) Known lead-based paint and/or lead-based paint hazards

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are present in the housing (explain).

_X_ (ii) Landlord (Lessor) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Landlord (Lessor) (check (i) or (ii) below):

___ (i) Landlord (Lessor) has provided the Tenant (Lessee) with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_X_ (ii) Landlord (Lessor) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

5.3 TENANT (LESSEE'S) ACKNOWLEDGMENT 1 (INITIAL)

(c) Tenant (Lessee) has received copies of all information listed above.

X_____
Initial Here

5.4 CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

By initialing below, you acknowledge and agree to the terms in Section 5.

X_____
Initial Here

6
Sign and Accept

6.1 ENTIRE AGREEMENT:

This Lease Contract contains the entire agreement of the parties, and there are no representations, inducements, or other provisions other than those expressed herein in writing, except as pertains to any representations made by Tenant to Landlord as an inducement for Landlord to enter into this Lease Contract ("LC") and to accept Tenant as a tenant hereunder, which representations are specifically incorporated herein. The following documents, if applicable, are incorporated into and made a part of this Lease Contract: the Move-In Inspection & Inventory; Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards; Rental Guarantee/Co-Signer Agreement; Rental Application (online and/or paper version); Pet Addendum; and any other written addenda executed by the parties.

A facsimile, email, and/or electronic initials and/or signature on this Lease Contract shall be as binding as an original wet ink signature. Before signing this Lease Contract, Tenant(s) may take a copy of these documents to review and/or consult with an attorney. All changes, additions, or deletions hereto must be in writing and signed by all parties unless otherwise provided in this Lease Contract. Failure of either party to enforce this provision shall not constitute a waiver of the right to enforce it in the future. Tenant(s) acknowledge that they are not relying on any oral representations.

6.2 CERTIFICATION OF ACCURACY

As signified by his signature below the Agent for the Owner as shown in the Lease Contract as Landlord (Lessor) reviewed the information in the section entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" shown above and certifies, to the best of his knowledge, that the information they have provided is true and accurate. Also the Agent has informed the Landlord (Lessor) of the Landlord's (Lessor's) obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance .

6.3 SIGNATURE

In testimony whereof, said parties have executed this Lease Contract in multiple master originals, a copy of which is retained by each of the parties. The undersigned certify that they have read and agree to the above terms and conditions of occupancy. Brown Heights Management, Inc. dba Brown Heights Properties is signing this Lease Contract and any attached addenda as Agent for the owner(s) whose name is as stated under Landlord or Lessor at the start of this Lease Contract.

NOTICE: THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.

X_____
Lessee

_____
Date Signed

X_____
Lessor

_____
Date Signed

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