

**NOT AN ACTUAL LEASE, FOR ILLUSTRATIVE PURPOSES ONLY. MINOR MODIFICATIONS HAVE BEEN MADE TO PROTECT THE INTEGRITY OF THE DOCUMENT AND INTELLECTUAL PROPERTY OF BIRCH MANAGEMENT, INC.**

**ONLY THE ACTUAL LEASE, EXECUTED BY ALL APPROPRIATE PARTIES, SHALL GOVERN THE LANDLORD TENANT RELATIONSHIP**

## **BIRCH MANAGEMENT, INC.**

1118 Gre@ade Street  
Greensboro, North Caro@ina 27408

### **LEASE AGREEMENT**

#### **SECTION ONE - TENANT SPECIFIC INFORMATION AND DEFINITIONS**

A. The parties to this Lease agreement are defined as:

- (i) The Landlord is: [OWNERINFO("name")] (hereinafter, "Landlord").
- (ii) The Tenant(s) is/are: [A££NAMES] (hereinafter, "Tenant").
- (iii) The Real Estate Management Firm is: Birch Management, Inc. (hereinafter, "Agent").

B. The premises to be Leased (the "Premises") is defined as:

City: [UNITINFO("city")] County: [UUSER("county")] State of North Carolina  
Street address: [UNITINFO("street1")] [UNITINFO("street2")]

C. The Initial Lease Term is defined as:

- (i) The Initial Lease Term Begin Date: [PRUSER("Lease Start")]
- (ii) The Initial Term End Date: [PRUSER("Lease End")]

D. Rent is defined as: **THE AMOUNT YOU MUST PAY MONTHLY FOR RENT:**  
[sformat(MARKETRENT()), "Currenty")]

- (i) All rents are due and payable by the first of the month to Birch Management, Inc.
- (ii) No deductions are permitted to be made from rents due each month.
- (iii) Rent Payment Location: **BIRCH MANAGEMENT, INC., 1118 Gre@ade Street, Greensboro, North Carolina 27408** or [PUSER("Office 2 Street")], [PUSER("Office 2 @, S, Z")]

[if(strequal("Yes", PRUSER("Rent Concessions Offered")),  
" (iv) Rent Concessions: Landlord has offered Tenant Rent Concessions in the amount of " &  
sformat(PRUSER("Rent Concession per Month"), "Currenty") &  
" per month for " &  
PRUSER("Rent Concession months") &  
" months. This amount is to be deducted from the total rent amount, as referenced in Section One, Clause D of  
this Lease Agreement. At the conclusion of this Rent Concession period, Tenant shall, without notice, begin payment  
of full amount due.",  
"]

E. The household members, under the age of 18, permitted to reside at the Premises are:

Name: [PRUSER("Child #1")]	Date of Birth: [PRUSER("Child #1 DOB")]
Name: [PRUSER("Child #2")]	Date of Birth: [PRUSER("Child #2 DOB")]
Name: [PRUSER("Child #3")]	Date of Birth: [PRUSER("Child #3 DOB")]
Name: [PRUSER("Child #4")]	Date of Birth: [PRUSER("Child #4 DOB")]

F. No other persons are permitted to reside at the Premises (as further described in Section Seven(a)(u) of this Lease Agreement).

Tenant(s) Initials \_\_\_\_\_

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G. The Security Deposit information is:

- (i) The amount of the Security Deposit: [format(MARKETRENT(),"@currency")]
- (ii) Landlord's Designated Bank: American National Bank, 701 Green Valley Road, Greensboro, NC 27408

H. Additional information that applies to this Lease is:

- (i) Tenant(s) shall pay a Late Payment Fee, as Additional Rent, for any payment not made on the date due equal to the greater of (a) \$15.00 or (b) 5% of the rental payment or other amount past due.
- (ii) The fee for returned checks is \$25.00 (which may be increased by Landlord or Agent as permitted by law), and Tenant(s) may be required to pay all future rents in the form of Cashier's Checks or money orders.
- (iii) The fee to replace a lost key is \$25.00. Locks cannot be changed.
- (iv) If a Summary Ejectment filing is necessary, the following applicable fee shall apply:
  - Complaint Filing Fee: \$15 or 5% of the monthly rental payment, whichever is greater
  - Court Appearance Fee: 10% of the monthly rental payment
  - Second Trial Fee: 12% of the monthly rental payment
- (v) An administrative fee of \$75 shall apply for each of the following items: (1) Name changes on Lease Agreement; (2) Expedited move in processing within 5 business days of fully executed Lease; (3) Failure to register utilities in Tenant name prior to move-in; (4) Administration of installment payment plan; (5) Change in move-in date after Lease execution
- (v) Upon thirty (30) days written notice to Tenant by Landlord, the fees set forth in this section are subject to change.

I. Pets: [SIF(STRCMP(PRUSER("Pet?"),"Yes")==0,"","X")] Pets Not Allowed; or [SIF(STRCMP(PRUSER("Pet?"),"Yes")==0,"X","")] Pets Allowed with a Non-refundable Pet Fee of: [PRUSER("Total Pet Fee")]; Description of Pet (if allowed):Type(s): [PRUSER("Pet #1 Type")]; [PRUSER("Pet #2 Type")]; Breed(s): [PRUSER("Pet #1 Breed")]; [PRUSER("Pet #2 Breed")]; Color(s): [PRUSER("Pet #1 Color")]; [PRUSER("Pet #2 Color")]; Weight(s): [PRUSER("Pet #1 Weight")]; [PRUSER("Pet #2 Weight")].

J. Smoke-Free Housing: Tenant understands and agrees that the Premises [SIF(STRCMP(UUSER("Smokers Accepted"),"Yes")==0,"is not","is")] designated as a smoke-free unit.

## SECTION TWO - LEASE TERM

This agreement to Lease is made [OURDATE], by and between Landlord, and Tenant, by and through Agent, as defined in Section One. Landlord agrees to Lease to Tenant the Premises as defined in Section One. At the end of the Initial Lease Term, this Lease Agreement shall be automatically renewed on a month-to-month basis under the same terms and conditions herein unless the following occurs:

Landlord or Tenant provide the other with a written notice of termination on the Agent approved form at least 45 days prior to the end of the Initial Lease term or any subsequent terms with the effective date of termination being the last day of the month.

## SECTION THREE - RENT

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Rent is due and payable without demand ON or BEFORE the first day of each month. Payment is to be made by check, money order, or credit card (bank fees may apply) and paid at the payment location as noted in Section One. Rent is not considered paid until:

- (1) Landlord receives Tenant's check, money order or other negotiable instrument (a££ of the above hereinafter referred to as "negotiable instrument");
- (2) Landlord endorses (i.e. signs or stamps the back of) the negotiable instrument;
- (3) Landlord deposits the negotiable instrument with Landlord's banking institution; and
- (4) Tenant's banking institution honors the negotiable instrument by paying Landlord through Landlord's banking institution.

Until a££ four (4) of the above events occur, Tenant agrees that Tenant has not made a payment, nor has Landlord accepted a payment. Tenant shall not owe Landlord a late fee if a££ four (4) of the above events have occurred AND if Landlord received Tenant's negotiable instrument on or before the fifth (5th) calendar day of the month that the rent payment was due. If rent is not paid as defined above by 11:59pm on the fifth (5th) day of the month (with no exceptions for weekends, holidays, or inclement weather) in which it is due, the Tenant shall pay as Additional Rent a Late Payment Fee equal to the amount set forth in Section One of this Lease, and/or the **Landlord may terminate this Lease Agreement for nonpayment of rent and / or late payment of rent. A££ payments after the 5th of the month must be made in the form of cashier's check, credit card, or money order.** No partial payments of rent shall be accepted. Tenant acknowledges that Summary Ejectment Filings may be submitted without notice to Tenant for failure to pay rent. It is understood that acceptance of late rent by the Landlord does not cure the Tenant's material non-compliance with the Lease Agreement as a result of the late payment. The Landlord will collect a \$25.00 (which may be increased by Landlord or Agent as permitted by law) fee on any check that is not honored for payment, for any reason, and a££ future payments must be made by cashier's check or money order. The charges discussed in this paragraph are in addition to the regular monthly Tenant rent.

Acceptance of late rent at any time does not constitute a waiver of any breach of this Agreement or any other rights and remedies the Landlord may have under this Agreement. Specifically, Landlord retains its right to terminate this Agreement or Tenant's right of possession for any breach of this Agreement notwithstanding Landlord's acceptance of partial rent payment. Landlord shall apply payments received to any outstanding charges, including, but not limited to late fees, maintenance charges, administrative fees, and any other fees allowed for under this Lease Agreement.

The late fee shall be considered Additional Rent, and Tenant will owe Landlord the late fee without Landlord having to demand it from Tenant, and Tenant will tender the late fee, together with the late rent payment, on£y in the form of a cashier's check, money order, or credit card.

#### **SECTION FOUR – DROP BOXES**

For the purposes of this Lease Agreement and for the purpose of assessing late fees pursuant to Section Three, Tenant agrees that any notice or payment that Tenant delivers to an after-hours "drop box" that may be located on the exterior of Landlord's management office shall be deemed received at the time the management office re-opens for business, not before. By using the "drop box," Tenant agrees that delivery of a notice or payment after business hours on the date any notice or payment is due may result in the notice or payment being considered late, and in such an event, Tenant shall be liable for late fees



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and/or for an additional month-to-month renewal term, where applicable under the terms of this Lease Agreement.

### **SECTION FIVE - SECURITY DEPOSIT**

A Security Deposit as noted in Section One shall be administered in accordance with the North Carolina Tenant Security Deposit Act (N.C.G.S § 42-50 et. seq.). IT MAY, IN THE DISCRETION OF EITHER THE LANDLORD OR THE AGENT, BE DEPOSITED IN AN INTEREST-BEARING ACCOUNT WITH THE BANK OR SAVINGS INSTITUTION NAMED ABOVE. ANY INTEREST EARNED UPON THE TENANT SECURITY DEPOSIT SHALL ACCRUE FOR THE BENEFIT OF, AND SHALL BE PAID TO, THE LANDLORD, OR AS THE LANDLORD DIRECTS, SUCH INTEREST, IF ANY, MAY BE WITHDRAWN BY LANDLORD OR AGENT FROM SUCH ACCOUNT AS IT ACCRUES AS OFTEN AS IS PERMITTED BY THE TERMS OF THE ACCOUNT.

Upon any termination of the tenancy herein created, the Landlord may deduct from the Tenant Security Deposit amounts sufficient to pay: (1) any damages sustained by the Landlord as a result of the Tenant's nonpayment of rent or nonfulfillment of the Initial Term or any renewal periods, including the Tenant's failure to enter into possession; (2) any damages to the Premises for which the Tenant is responsible; (3) any unpaid bills which become a lien against the Premises due to the Tenant's occupancy; (4) any costs of re-renting the Premises after a breach of this Lease by the Tenant; (5) any court costs incurred by the Landlord in connection with terminating the tenancy; and (6) any other damages of the Landlord which may then be a permitted use of the Tenant Security Deposit under the laws of this State. No fees may be deducted from the Tenant Security Deposit until the termination of the tenancy. After having deducted the above amounts, the Landlord shall, if the Tenant's address is known to him, refund to the Tenant, within thirty (30) days after the termination of the tenancy and delivery of possession, the balance of the Tenant Security Deposit along with an itemized statement of any deductions. If the extent of Landlord's claim against the security deposit cannot be determined within 30 days, Landlord shall provide to Tenant with an interim accounting no later than 30 days after termination of the tenancy and delivery of possession of the Premises to Landlord and shall provide final accounting within 60 days after termination of tenancy and delivery of possession of the Premises to Landlord. If there is more than one person listed above as Tenant, Agent may, in Agent's discretion, pay said balance to any such person, and the other person(s) agree to hold Agent harmless for such action. If the Tenant's address is unknown to the Landlord, the Landlord may deduct the above amounts and shall then hold the balance of the Tenant Security Deposit for the Tenant's benefit for a six-month period beginning upon the termination of the tenancy and delivery of possession by the Tenant. If the Tenant fails to make demand for the balance of the Tenant Security Deposit within the six-month period, the Landlord shall not thereafter be liable to the Tenant for a refund of the Tenant Security Deposit or any part thereof. If the Landlord removes Agent or Agent resigns, the Tenant agrees that Agent may transfer any Tenant Security Deposit held by Agent hereunder to the Landlord or the Landlord's designee and thereafter notify the Tenant by mail of such transfer and of the transferee's name and address. The Tenant agrees that such action by Agent shall relieve Agent of further liability with respect to the Tenant Security Deposit. If Landlord's interest in the Premises terminates (whether by sale, assignment, death, appointment of receiver or otherwise), Agent shall transfer the Tenant Security Deposit in accordance with the provisions of North Carolina General Statutes § 42-54.

### **SECTION SIX - CONDITION OF PREMISES**

Immediately upon occupying the Premises, the Tenant has the right to inspect the Premises. The

Tenant(s) Initials \_\_\_\_\_

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Tenant is required to complete a move-in inspection form supplied by Agent, describing the condition of the Premises when the Tenant initially enters into occupancy. This form must be returned to Landlord within the first 10 days of occupancy. Should this form not be returned within 10 days, the Premises shall be deemed to be in excellent condition.

## **SECTION SEVEN – TENANT USE AND RESPONSIBILITIES**

The Tenant, his family, servants, guests and agents shall comply with and abide by all the Landlord's existing rules and regulations as set forth below and as amended and any and all rules promulgated by any homeowner's association with authority over the Premises and such future reasonable rules and regulations as the Landlord may, at Landlord's discretion, from time to time, adopt governing the use and occupancy of the Premises and any common areas used in connection with them (the "Rules and Regulations").

Unless otherwise agreed upon, the Tenant shall:

- (a) use the Premises for residential purposes only and in a manner so as not to disturb the other tenants;
- (b) not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;
- (c) keep the Premises, including but not limited to all plumbing fixtures, facilities and appliances, in a clean and safe condition;
- (d) cause no unsafe or unsanitary condition in the common areas and remainder of the Premises used by him;
- (e) comply with any and all obligations imposed upon tenants by applicable building and housing codes;
- (f) dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse;
- (g) use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as a part of the Premises;
- (h) not deliberately or negligently destroy, deface, damage or remove any part of the Premises (including all facilities, appliances and fixtures) or permit any person, known or unknown to the Tenant, to do so;
- (i) pay the costs of all utility services to the Premises which are billed directly to the Tenant and not included as a part of the rents, including, but not limited to, water, electric, telephone, and gas services;
- (j) conduct himself and require all other persons on the Premises with his consent to conduct themselves in a reasonable manner and so as not to disturb other tenants' peaceful enjoyment of the Premises; and
- (k) not abandon or vacate the Premises during the Initial Term or any renewals or extensions thereof. Tenant shall be deemed to have abandoned or vacated the Premises if Tenant removes substantially all of his possessions from the Premises.
- (l) to perform repairs on vehicles that cannot be completed within 24 hours. Tenant is not allowed storage of inoperable vehicles or parts on the Premises. Tenant is responsible for removing all oil, grease, and radiator drainage stains on driveway, carport, or garage. Parking in the yard is not permitted. No storage of non-registered motor vehicles and/or inoperative motor vehicles on property.
- (m) not hang laundry, curtains, or other articles for any purpose from the outside of Premises. "Outside" shall include balconies and patios of Premises. Clotheslines, other than those provided by the Landlord, shall not be erected or used at any time and all laundry shall be hung for airing and drying only on the lines provided by the Landlord.

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- (n) not place furniture in common areas except when actually in use, and in no event shall upholstery items be left in front yard. Patio furniture may be placed in patio or porch.
- (o) keep grass cut, shrubs trimmed, and leaves, branches and twigs raked, unless otherwise provided by Landlord or Home Owner's Association. Tenant is to water lawn and shrubs during period of dry weather.
- (p) Change the filters in the heating and cooling systems once a month, or as the manufacturer recommends. Tenant will be responsible for the damage to the mechanical system and Premises caused by Tenant's failure to keep the air filters clean.
- (q) heat with the heat source provided; i.e., gas, oil, or electric forced warm air or electric baseboard heat, etc. Kerosene heaters, fireplace inserts, electric heaters and wood stoves are strictly prohibited, as is using the fireplace as a primary heat source. No kerosene heaters are allowed on the property.
- (r) keep all drains free from obstructions. Tenant is responsible for all drain clogs, unless service provider states that the clog was due to a defect in the Premises.
- (s) be responsible for all pest control, including roaches and ants.
- (t) not grill on outside deck in such manner as to place the Premises in danger.
- (u) not allow any person(s) except those listed on the Premises application to reside or live in the Premises without the written consent of the Landlord or his agent. Tenant agrees to advise Landlord of any guest(s) staying overnight more than three times during any 30-day period. Any adult person(s) making recurring visits or one continuous visit of 14 days and nights in a 45-day period without written consent of the Landlord will be counted as a household member(s).
- (v) be aware that the Landlord may retain a pass key to the Premises. Tenant shall not alter any lock or install new locks. If Tenant requests a replacement key, a fee will be charged as designated in Section One of this Lease.
- (x) return the walls of the Premises to the same look when Tenant vacates as when Tenant moved in, except for ordinary wear and tear. Tenant will be held responsible for the cost of repainting if this is found to be necessary, and should keep fingerprints, furniture marks, crayon marks, posters, tape, excessive nail holes, etc. off of walls. Tenant should not try to "touch up" paint when vacating the Premises. Tenant should not wallpaper without Landlord's written approval.
- (y) use the recreational facilities located on the Complex, if applicable. Management, however, reserves the right to discontinue the use of these facilities at any time deemed necessary to protect the interest of the Complex.
- (z) not place or attach any aerials, antennas, satellite dishes or other electronic connections on or in the Premises without Landlord's written permission.
- (aa) make minor repairs not requiring a licensed professional (i.e. change light bulbs, tighten screws, change batteries, change filters, plunger toilets, etc.).
- (ab) Other conditions: None, unless typed here: [PRUSER("Other lease terms")].

Landlord reserves the right to make changes to the existing Rules and Regulations and to adopt additional reasonable rules and regulations from time to time; provided however, such changes and additions shall not alter the essential terms of this Lease or any substantive rights granted hereunder and shall not become effective until thirty (30) days' written notice thereof shall have been furnished to Tenant.

**SECTION EIGHT – HOMEOWNERS' ASSOCIATIONS**

Tenant agrees to abide by any applicable homeowners' association regulations as they now exist or may be amended. Any applicable homeowners' association regulations can be found in the [UUSER("County")] Register of Deeds Office in Deed Book [UUSER("HOA deed book")] Page [UUSER("HOA



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Page")) and the Tenant acknowledges that he has read them. The Rules and Regulations shall be deemed to be a part of this Lease giving to the Landlord all the rights and remedies herein provided.

### **SECTION NINE – LANDLORD OBLIGATIONS**

Landlord agrees to maintain the buildings and grounds in a decent, safe, and sanitary condition in accordance with N.C. Gen. Stat. § 42-42 and other applicable current federal and state laws.

### **SECTION TEN – MAINTENANCE**

In the event that Landlord or the Premises should suffer any damages as the result of Tenant's failure to comply with any of the conditions, rules and regulations and covenants set forth in this Lease Agreement, the Landlord may elect to make such repairs as are needed to rectify the damage and may charge to the Tenant the cost thereof, and the Tenant shall thereupon pay to the Landlord the total cost to repair the damages so caused within 30 days of Tenant's receipt of written notice of such charges.

**All maintenance requests must be submitted in writing on form approved by Agent by one of the following methods: (1) By mail to address for Rent payments, (2) Through Agent's website [www.thebirchcompanies.com](http://www.thebirchcompanies.com).** Emergency maintenance requests should be phoned in to the following emergency maintenance providers, which are subject to change:

- Plumbing Emergencies: [USER("Plumber")]
- Electrical Emergencies: [USER("Electrician")]
- No Heat In Extreme Temperatures: [USER("HVAC")]
- Door/Window Issues: [USER("Locksmith")]

Tenant is required to make minor repairs not requiring a licensed professional (i.e. change light bulbs, tighten screws, change batteries, change filters, plunger toilets, etc.). Tenant shall be liable to the Landlord for any repairs necessitated by the Tenant's intentional or negligent misuse of the Premises. Tenant must be available for service calls (as provided herein). The costs of unwarranted service calls including use of the emergency contact information for non-emergency requests, as solely determined by the service provider, will be charged to Tenant.

### **SECTION ELEVEN - RIGHT OF ENTRY**

Tenant agrees to allow Landlord and/or his representatives, to enter the Premises during reasonable hours for the purpose of making periodic inspections or repairs necessary or desirable, or for showing the Premises to any parties after written notice to vacate has been given. Landlord shall also have the right to display "For Sale" or "For Rent" signs in a reasonable manner upon the Premises. Landlord may also place a lockbox on the Premises to facilitate showing the Premises to prospective residents consistent with this paragraph.

### **SECTION TWELVE - ASSIGNMENT AND SUBLETTING**

Tenant shall have no right to assign this lease or sublet the unit without the written permission of the Landlord. Such permission will be granted or denied at sole discretion of the Landlord.

### **SECTION THIRTEEN – ALTERATIONS AND IMPROVEMENTS**

Tenant shall not paint, wallpaper, mark, drive nails or screws into, or otherwise deface or alter

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walls, ceilings, floors, windows, cabinets, woodwork, stone, ironwork or any other part of the Premises or decorate the Premises or make any alterations, additions, or improvements in or to the Premises without the Landlord's prior written consent and then only in a workmanlike manner using materials and contractors approved by the Landlord. Requests by Tenant to make any alterations to the Premises must be submitted in writing. All such work shall be done at the Tenant's expense and at such times and in such manner as the Landlord may approve. All alterations, additions, and improvements upon the Premises, made by either the Landlord or Tenant, shall become the property of the Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.

#### **SECTION FOURTEEN – EVENT OF DEFAULT BY TENANT**

In the event the Tenant shall fail to: (a) pay the rents herein reserved as and when they shall become due hereunder; or (b) perform any other promise, duty or obligation herein agreed to by him or imposed upon him by law and such failure shall continue for a period of five (5) days from the date the Landlord provides Tenant with written notice of such failure, then in either of such events and as often as either of them may occur, the Landlord, in addition to all other rights and remedies provided by law, may, at its option and with or without notice to Tenant, either (i) terminate this lease or (ii) terminate the Tenant's right to possession of the Premises without terminating this lease. Regardless of whether Landlord terminates this lease or only terminates the Tenant's right of possession without terminating this lease, Landlord shall be immediately entitled to possession of the Premises and the Tenant shall peacefully surrender possession of the Premises to Landlord immediately upon Landlord's demand. In the event Tenant shall fail or refuse to surrender possession of the Premises, Landlord shall, in compliance with Article 2A of Chapter 42 of the General Statutes of North Carolina, reenter and retake possession of the Premises only through a summary ejectment proceeding. If a summary ejectment proceeding is instituted against Tenant, in addition to any court costs and past-due rent that may be awarded, Tenant shall be responsible for paying Landlord the relevant Complaint-Filing Fee, Court Appearance Fee or Second Trial Fee, only one of which Landlord is entitled to charge and retain. The Complaint-Filing Fee may be charged if: (i) Tenant was in default of this lease, (ii) the Landlord filed and served a Complaint for summary ejectment and/or money owed, (iii) Tenant cured the default or claim, and (iv) Landlord dismissed the Complaint prior to judgment. The Court Appearance Fee may be charged if: (i) Tenant was in default of the lease, Landlord filed, served, and prosecuted successfully a Complaint for summary ejectment and/or monies owed in small claims court, and (iv) neither party appealed the judgment of the magistrate. The Second Trial Fee may be charged for a new trial following an appeal from the judgment of a magistrate, provided Landlord proves: (i) that Tenant was in default of the lease and (ii) Landlord prevailed. (NOTE: If the rent is subsidized by HUD, the US Department of Agriculture, a State Agency, a public housing authority, or a local government, any fee charged pursuant to this paragraph 16 shall be allocated on Tenant's share of the rent only.) In the event Landlord terminates this lease, all further rights and duties hereunder shall terminate and Landlord shall be entitled to collect from Tenant all accrued but unpaid rents and any damages resulting from the Tenant's breach. In the event Landlord terminates the Tenant's right of possession without terminating this lease, Tenant shall remain liable for the full performance of all the covenants hereof, and Landlord shall use reasonable efforts to re-let the Premises on Tenant's behalf. Any such rents reserved from such re-letting shall be applied first to the costs of re-letting the Premises and then to the rents due hereunder. In the event the rents from such re-letting are insufficient to pay the rents due hereunder in full, Tenant shall be liable to the Landlord for any deficiency. In the event Landlord institutes a legal action against the Tenant to enforce the lease or to recover any sums due hereunder, Tenant agrees to pay Landlord reasonable attorney's fees in addition to all other damages. No fees may be deducted from the Tenant Security Deposit until the termination of



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the tenancy. Landlord shall not be considered to be under any duty to take any action to mitigate damages by reason of Tenant's default and expressly shall have no duty to mitigate Tenant's damages.

#### **SECTION FIFTEEN – EVENT OF DEFAULT BY LANDLORD**

Until the Tenant notifies the Landlord in writing of an alleged default and affords the Landlord a reasonable time within which to cure, no default by the Landlord in the performance of any of the promises or obligations herein agreed to by him or imposed upon him by law shall constitute a material breach of this lease and the Tenant shall have no right to terminate this lease for any such default or suspend his performance hereunder. In no event and regardless of their duration shall any defective condition of or failure to repair, maintain, or provide any area, fixture or facility used in connection with recreation or recreational activities, including but not limited to swimming pools, club houses, and tennis courts, constitute a material breach of this lease and the Tenant shall have no right to terminate this lease or to suspend his performance hereunder. In any legal action instituted by the Tenant against the Landlord, the Tenant's damages shall be limited to the difference, if any, between the rent reserved in this lease and the reasonable rental value of the Premises, taking into account the Landlord's breach or breaches, and in no event, except in the case of the Landlord's willful or wanton negligence, shall the Tenant collect any consequential or secondary damages resulting from the breach or breaches, including but not limited to the following items: damage or destruction of furniture or other personal property of any kind located in or about the Premises, moving expenses, storage expenses, alternative interim housing expenses, and expenses of locating and procuring alternative housing.

#### **SECTION SIXTEEN - ABANDONMENT**

A. Tenant shall reside in the Premises during the term of this Lease Agreement.

B. If Tenant abandons personal property with a value of five hundred dollars (\$500.00) or less in the Premises or fails to remove such property at the time of execution of a writ of possession in an action for summary judgment, the Landlord may deliver the property into the custody of a nonprofit organization regularly providing free or at a nominal price clothing and household furnishings to people in need, upon that organization agreeing to identify and separately store the property for 30 days and to release the property to the Tenant at no charge within the 30-day period. A Landlord electing to use this procedure shall immediately post at the demised Premises a notice containing the name and address of the property recipient, post the same notice for 30 days or more at the place where rent is received, and send the same notice by first-class mail to the Tenant at the Tenant's last known address. Provided, however, that the notice shall not include a description of the property. In the alternative, Landlord may remove the property and dispose of or store the abandoned personal property pursuant to N.C. Gen. Stat. § 42.25.9.

A. Ten days after being placed in lawful possession by execution of a writ of possession, the Landlord may throw away, dispose of, or sell all items of personal property remaining on the Premises. During the 10-day period after being placed in lawful possession by execution of a writ of possession, the Landlord may move for storage purposes, but shall not throw away, dispose of, or sell any items of personal property remaining on the Premises unless otherwise provided for in Chapter 42 of the North Carolina General Statutes. Upon the Tenant's request prior to the expiration of the 10-day period, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon. If the Landlord elects to sell the property at public or private sale, the Landlord shall give written notice to the Tenant by first-class mail to the Tenant's last known address at least seven days prior to the day of the sale. The seven-day notice of sale may run concurrently with the 10-day period which allows the Tenant

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to request possession of the property. The written notice shall state the date, time, and place of the sale, and that any surplus of proceeds from the sale, after payment of unpaid rents, damages, storage fees, and sale costs, shall be disbursed to the Tenant, upon request, within 10 days after the sale, and will thereafter be delivered to the government of the County in which the rental property is located. Upon the Tenant's request prior to the day of sale, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon. The Landlord may apply the proceeds of the sale to the unpaid rents, damages, storage fees, and sale costs. Any surplus from the sale shall be disbursed to the Tenant, upon request, within 10 days of the sale and shall thereafter be delivered to the government of the County in which the rental property is located.

B. If the total value of all property remaining on the Premises at the time of execution of a writ of possession in an action for summary ejectment is less than one hundred dollars (\$100.00), then the property shall be deemed abandoned five days after the time of execution, and the Landlord may throw away or dispose of the property. Upon the Tenant's request prior to the expiration of the five-day period, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon.

#### **SECTION SEVENTEEN - FIRE AND REGULATIONS**

If during the term of this lease, the Premises shall be damaged by fire or other disaster, repairs shall be performed by Landlord with reasonable diligence. In the event the Premises are damaged to the extent the same cannot be repaired with due diligence, rent shall cease from the date of the injury to the date same are ready for occupancy, except where in conflict with state law. However, there shall be no cessation of rent if the damages shall have been the result of negligence, default, or willful act of the Tenant, his agents, employees, guests or members of Tenant's household. Tenant shall not be terminated by Landlord unless such repairs shall require more than 60 days, in which case the lease may be terminated. It is recommended that Tenant secure Tenant insurance. Tenant may terminate the lease if damages substantially impair the occupancy of the Premises, and may immediately vacate and notify the Landlord within seven days thereafter of his intention to terminate the agreement, in which case the lease terminates as of the date of vacating.

#### **SECTION EIGHTEEN – SMOKE / CARBON MONOXIDE DETECTORS**

Tenant acknowledges the placement of smoke detectors, and carbon monoxide detectors when required, in the residence. Pursuant to North Carolina General Statutes Sections 42-42 and 42-43, the Landlord shall provide and install operable smoke/carbon monoxide detectors, either battery-operated or electric, having an Underwriters' Laboratories, Inc. listing or other equivalent national testing laboratory approval. The Tenant shall notify the Landlord, in writing, of the need for replacement of or repairs to a smoke/carbon monoxide detector. The Landlord shall replace or repair the smoke/carbon monoxide detectors within 15 days of receipt of notification if the Landlord is notified of needed replacement or repairs by the Tenant. The Landlord shall ensure that a smoke/carbon monoxide detector is operable and in good repair at the beginning of the Initial Term of the Tenancy. **The Tenant shall replace the batteries as needed during the tenancy but no less than every six (6) months.**

#### **SECTION NINETEEN - PETS**

Pursuant to Section One of this agreement, if pets are not allowed, Tenant agrees not to keep or

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allow anywhere on or about the Property any animals or pets of any kind, including but not limited to, dogs, cats, birds, rodents, reptiles or marine animals. If pets are not allowed and discovered by Landlord, or Agent, Tenant accepts a non-refundable fee of \$250 per pet and must remove the pet at Landlord's request. If pets are allowed, Tenant acknowledges that the amount of the Pet Fee is reasonable and agrees that the Landlord shall not be required to refund the Pet Fee in whole or in part and that payment of such fee does not limit Landlord's ability to deduct damage caused by pet from the Tenant Security Deposit. Additionally, the following terms will apply:

- Only Pets listed in Section One of this agreement shall be allowed. Any additional Pets must be approved by Landlord prior to occupying the Premises.
- Tenant agrees to reimburse Landlord for any primary or secondary damages caused thereby whether the damage is to the Premises or to any common areas used in conjunction with them, and to indemnify Landlord from any liability to third parties which may result from Tenant's keeping of such pet or pets.
- Tenant agrees to register and immunize Pet(s) in accordance with local ordinances.
- Tenant agrees to comply with any and all Homeowner association regulations regarding Pets.
- Tenant shall remove any pet previously permitted with 72 hours of written notification from the Landlord that the pet, in the Landlord's sole judgment, creates a nuisance or disturbance or is, in the Landlord's opinion, undesirable. If the pet is caused to be removed pursuant to this paragraph, the Landlord shall not be required to refund the Pet Fee; however, the Tenant shall be entitled to acquire and keep another pet of the type previously authorized.
- Tenant warrants that the Pet(s) is housebroken and has no history of causing physical harm (including, but limited to, biting, scratching, chewing) to persons or property.
- Tenant shall keep the home free of fleas. At the time of termination, Tenant is required to provide certification from a licensed exterminator that the home has been treated for flea infestation at the time of move-out. This treatment must be done AFTER the carpets have been cleaned. Animals are not permitted to be tied on the property.

**SECTION TWENTY - MODIFICATION OF LEASE - NOTIFICATION TO TENANTS**

The Landlord may modify the terms and conditions of the lease, effective at the end of the initial term or a successive term, by serving an appropriate notice on the Tenant, together with the tender of a revised lease or an addendum revising the existing lease. This notice and tender shall be sent to the Tenant by first-class mail, properly stamped and addressed or personally delivered to the Premises.

The date on which the notice shall be deemed to be received by the Tenant shall be the day after the date on which the first-class letter is mailed or the date on which the copy of the notice is delivered to the Premises. The notice must be received 50 days prior to the end of lease term. Tenant shall have all rights afforded under Section Two of this Agreement should they not accept any modifications to this agreement.

**SECTION TWENTY-ONE – DAMAGES**

Tenant shall be responsible for and liable to the Landlord for all damage to, defacement of, or removal of property from the Premises whatever the cause, except such damage, defacement or removal caused by ordinary wear and tear, acts of the Landlord, his agent, or of third parties not invitees of the Tenant, and natural forces. Tenant agrees to pay Landlord for the cost of repairing any damage for which Tenant is responsible upon receipt of Landlord's demand therefore, and to pay the Rent during the period the Premises may not be habitable as a result of any such damage.



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### **SECTION TWENTY-TWO – TENANT’S DUTIES UPON TERMINATION**

Upon any termination of the tenancy created hereby, whether by the Landlord or the Tenant and whether for breach or otherwise, the Tenant shall:

- (1) pay all utility bills due for services to the Premises for which he is responsible and have all such utility services discontinued, submitting receipts for water bills;
  - (2) vacate the Premises removing therefrom all Tenant’s personal property of whatever nature;
  - (3) properly clean the Premises, including:
    - (a) clean all appliances, inside and out, removing all dirt and grease (do not use oven cleaner on self-cleaning or continuous cleaning ovens);
    - (b) remove all rubbish, trash, garbage and refuse;
    - (c) clean hardwood floors and scrub all vinyl floors;
    - (d) wash cabinets, inside and out;
    - (e) clean exhaust hood and fan;
    - (f) clean bathroom floors, tiles, walls, fixtures, and woodwork, removing old soap and grime (but don’t use abrasive cleaners such as Ajax or Comet);
    - (g) clean thoroughly areas over doors and window frames, baseboards, light fixtures, and ceiling fans;
    - (h) clean all head ducts, vents and filters such that they are free of debris and dust;
    - (i) remove grease, debris, and oil from carports, garage, storage room, and driveways;
    - (j) rake and mow the yard and clear it from debris, and trim all shrubs; and
  - (4) have carpets professionally cleaned. At the time of termination of the lease, Tenant must provide a paid receipt from a professional carpet cleaner showing carpets were cleaned at the time of vacating the Premises;
  - (5) make such repairs and perform such other acts as necessary to return the Premises in the same condition as when Tenant took possession of the Premises; provided, however, Tenant shall not be responsible for ordinary wear and tear or for repairs required by law or those to be performed by the Landlord as provided in Section Seven;
  - (6) fasten and lock all doors and windows;
  - (7) return to the Landlord all keys and other items to the Premises immediately upon vacating; and
  - (8) notify the Landlord of the address to which the balance of the Security Deposit may be returned.
- If the Tenant fails to properly clean the Premises, appliances, and fixtures as herein provided, Tenant shall become liable, without notice or demand, to the Landlord for the actual costs of cleaning (over and above ordinary wear and tear), which may be deducted from the Security Deposit as provided in Section Four above.

### **SECTION TWENTY-THREE – RENTAL APPLICATION**

Final approval and acceptance of this lease by Landlord is subject to an acceptable rental application, payment of application fees, and acceptable credit references, as per Agent’s sole discretion. If Tenant has submitted a Rental Application in connection with this lease, Tenant acknowledges that Landlord has relied upon the Application as inducement for entering into this lease and Tenant warrants to Landlord that the facts stated in the Application are true to the best of Tenant’s knowledge. If any facts stated in the Rental Application prove to be untrue, Landlord shall have the right to terminate the tenancy and to collect from Tenant any damages resulting therefrom.

### **SECTION TWENTY-FOUR – BANKRUPTCY**

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If any Bankruptcy or insolvency proceedings are filed by or against the Tenant or if the Tenant makes any assignment for the benefit of creditors, the Landlord may, at his option, immediately terminate this Tenancy, and reenter and repossess the Premises, subject to the provisions of the Bankruptcy Code (11 U.S.C. Section 101, et. seq.) and the order of any court having jurisdiction thereunder.

**SECTION TWENTY-FIVE – TENANT’S INSURANCE; RELEASE AND INDEMNITY PROVISIONS**

The Tenant shall be solely responsible for insuring any of his personal property located or stored upon the Premises upon the risks of damage, destruction, or loss resulting from theft, fire, storm, and all other hazards and casualties. Regardless of whether the Tenant secures such insurance, the Landlord and his agents shall not be liable for any damage to, or destruction or loss of, any of the Tenant’s personal property located or stored upon the Premises regardless of the cause or causes of such damage, destruction, or loss, unless such loss or destruction is attributable to the intentional acts or willful or wanton negligence of the Landlord. The Tenant agrees to release and indemnify the Landlord and his agents from and against liability for injury to the person of the Tenant or to any members of his household resulting from any cause whatsoever except only such personal injury caused by the negligent, or intentional acts of the Landlord or his agents.

**SECTION TWENTY-SIX – EMINENT DOMAIN AND CASUALTIES**

The Landlord shall have the option to terminate this lease if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damaged by fire or other casualty.

**SECTION TWENTY-SEVEN – AGENT**

The Tenant acknowledges the Agent has been hired to manage, supervise, and operate the Premises. The Tenant hereby agrees that the Agent acts for and represents the Landlord in this transaction and has the authority provided in the management contract existing between the Landlord and Agent. The Agent may perform without objection from the Tenant, any obligation or exercise of any right of the Landlord imposed or given herein or by law and such performance shall be valid and binding, as if performed by the Landlord. The Agent shall have the same rights, privileges, entitlements, and protections as the Landlord as set forth in this lease, including any rights of indemnification and limitations of liability. The Tenant shall pay all rentals to the Agent until otherwise notified in writing by the Agent. Except as otherwise provided by law, the Agent shall not be liable to the Tenant for the nonperformance of the obligations or promises of the Landlord contained herein. Nothing contained herein shall modify the management contract existing between the Landlord and the Agent; however, the Landlord and the Agent may from time to time modify the management agreement in any manner which they deem appropriate. The Landlord, may, in his discretion and in accordance with any management agreement, remove without replacing or remove and replace any agent engaged to manage, supervise, and operate the Premises.

**SECTION TWENTY-EIGHT – DISCLOSURE OF YOUR INFORMATION**

Tenant understands and agrees that Landlord possesses and maintains personal, nonpublic information obtained from Tenant’s rental application, credit reports, rental references, as well as information otherwise obtained during the normal course of Tenant’s business relationship with Landlord. Tenant hereby authorizes Landlord’s disclosure of any and all such information to third parties at the request of law enforcement, governmental agencies, business entities that own Landlord in whole or in part or are owned in whole or in part by Landlord, or business entities engaged in business transactions with

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Tenant, including, but not limited to, financial institutions or other businesses performing necessary inquiries with Tenant's consent or knowledge.

### **SECTION TWENTY-NINE – FORM**

The Landlord and Tenant hereby acknowledge that their agreement is evidenced by this form Contract which may contain some minor inaccuracies when applied to the particular factual setting of the parties. The Landlord and Tenant agree that the courts shall liberally and broadly interpret this lease, ignoring minor inconsistencies and inaccuracies, and that the courts shall apply the lease to determine all disputes between the parties in the manner which most effectuates their intent as expressed herein. The following rules of construction shall apply: (1) handwritten and typed additions or alterations shall control over the preprinted language when there is an inconsistency between them; (2) the lease shall not be strictly construed against either the Landlord or the Tenant; (3) paragraph headings are used only for convenience of reference and shall not be considered as a substantive part of this lease; (4) words in the singular shall include the plural and the masculine shall include the feminine and neuter genders, as appropriate; and (5) the invalidity of one or more provisions of this lease shall not affect the validity of any other provisions hereof and this lease shall be construed and enforced as if such invalid provision(s) were not included.

### **SECTION THIRTY – WAIVER**

No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise.

### **SECTION THIRTY-ONE – NOTICE**

Any notices required or authorized to be given hereunder or pursuant to applicable law shall be mailed or hand delivered to the following addresses:

Tenant: the address of the Premises

Landlord: the address of which rental payments are sent

Tenant may also elect to receive notices by email by submitting its email address to Agent. Tenant is responsible for notifying Agent of any changes to its email address. **Tenant indicates that their current email is: [CUSTINFO("email")].**

### **SECTION THIRTY-TWO – RENT CONCESSIONS**

As an inducement for Tenant to enter into this Lease Agreement for the full term stated in Section One, Clause C of the Lease Agreement, if Landlord has granted Tenant certain rent concessions having a total value of \$[PRUSER("Total Amount of Concessions")] (the Rent Concession) as more particularly described below. Tenant acknowledges and agrees to comply with the terms and conditions of this Lease Agreement for the full term stated in Section One, Clause C. Accordingly, without limiting or excluding any other remedies available to Landlord, the Rent Concession shall be immediately due and payable to Landlord as Additional Rent in the event that (a) Tenant breaches this Lease Agreement (including late payment of rent) or (b) this Lease Agreement is terminated at any time prior to the expiration of the full term of the Lease Agreement stated in Section One, Clause C hereof for any reason, including, without limitation, by mutual agreement of Landlord and Tenant but excluding a termination of this Lease Agreement solely as a result of Landlord default.

Tenant(s) Initials \_\_\_\_\_



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**SECTION THIRTY-THREE – EXECUTION; COUNTERPARTS**

When Tenant signs this Lease, he acknowledges he has read and agrees to the provisions of this Lease. This Lease is executed in 2 (two) counterparts with an executed counterpart being retained by each party.

**SECTION THIRTY-FOUR – ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties, unless otherwise provided for herein.

**SECTION THIRTY-FIVE – AMENDMENT OF LAWS**

In the event that subsequent to the execution of this Lease any state statute regulating or affecting any duty or obligation imposed upon the Landlord pursuant to this Lease is enacted, amended, or repealed, the Landlord may, at his option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this Lease.

**SECTION THIRTY-SIX – EMERGENCY CONTACT INFORMATION**

Tenant has notified Landlord of the below emergency contact person in the event of Tenant's death. The below contact person is not authorized to be contacted, nor contact Landlord or Agent on behalf of Tenant, in an effort to obtain information relevant to any Landlord/Tenant affairs.

Name: [PRUSER("Emergency Contact Name")]

Telephone [PRUSER("Emergency Contact Telephone")]

**SECTION THIRTY-SEVEN – ATTACHMENTS TO THE LEASE**

The Tenant certifies that he/she has received a copy of this Lease and understands that the following attachments are part of this Lease.

1. Move-in Inspection
2. Rent Application
3. Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards if Premises was built prior to 1978
4. Application Contingency Form
5. Other Approved Attachments as Listed Herein: \_\_\_\_\_

**THIS AGREEMENT CONSTITUTES THE FULL UNDERSTANDING BETWEEN THE UNDERSIGNED.**

Tenant(s): [ALL NAMES]

Tenant(s) Initials \_\_\_\_\_

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\_\_\_\_\_  
Tenant Signature (SEA£)      Date      \_\_\_\_\_  
Landlord, or Agent, Signature (SEA£)      Date

\_\_\_\_\_  
Tenant Signature (SEA£)      Date      \_\_\_\_\_  
Tenant Signature (SEA£)      Date

\_\_\_\_\_  
Tenant Signature (SEA£)      Date      \_\_\_\_\_  
Tenant Signature (SEA£)      Date



**BIRCH**  
MANAGEMENT

**Birch Management**  
**Sample**