



## Addendum to Residential Rental Contract

**Resident(s):**

**Apartment Number:**

**Date:**

### Keys

Resident will be issued 2 apartment door keys and 2 mailbox keys. If all keys are not returned at move out, there will be a charge of \$50 for apartment door keys and \$25 for mailbox keys to change the locks. If resident loses keys or requests the locks to be changed during their residency, there will be a charge of \$50 for apartment door keys and \$25 for mailbox keys. This charge must be paid prior to the request being completed.

### Outdoor Grills

In accordance with the North Carolina Fire Prevention Code 504-8, charcoal and gas grills are prohibited on our property. You may not store grills, propane cookers, or propane tanks on Premises. Tenant may use electric grills.

### Rent Payment

Rent is due on the first day of each month. No cash or separate checks will be accepted. All payments must be in the form of money order, personal check, or cashier's check. If payment is made after the fifth day of the month, there will be a 5% late fee added to your account, and we will only accept certified funds. Agent has the right to refuse acceptance of personal checks on Tenant account after a payment has been returned.

### Insurance

Insurance carried by the Landlord does not insure Tenant's personal property against such perils as fire, windstorm, theft, water damage, vandalism, damages caused by Landlord's property, by Tenant, or guests, etc. Agent requires that Tenant obtain a Tenant Homeowner's Policy with a minimum of \$100,000 in liability coverage including Landlord, Park at Village Oaks, LLC, as additional insured. Tenant must provide proof of insurance prior to move-in and as requested by Agent.

### Maintenance Requests

Maintenance requests should be made by phone or in writing to the business office during business hours. In case of an emergency, please call our office during business hours. After-hours emergency service is available for emergencies only. Calling this number for a non-emergency could result in a \$75 fine. Emergencies include fire, electrical failure or shortages, windows and door locks, air if it is above 80 degrees outside, heat if it is below 50 degrees outside, refrigerator failure, stove failure (complete failure, not just one element), flood or water intrusion, and sewer back-ups. Resident lock-outs are not considered an emergency. Tenant must call a locksmith at Tenant's expense after hours. The after-hours emergency number is 910-465-1182.

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**Locks**

Adding, changing, or in any way altering locks installed on the doors of the Premises is prohibited without prior written approval. It is Tenant’s responsibility to notify Agent office in writing of any problems, defects, or malfunctions.

**Entrances, Hallways, Walks and Lawns**

Entrances, hallways, walks, lawns and all other public area should not be obstructed or used for any purpose other than entering and exiting. The stairwells are not to be used as storage.

**Speed Limit**

The maximum speed limit throughout the community is 10 mph.

**Parking**

Abandoned or inoperable vehicles are prohibited on Premises. All vehicles must have current insurance, registration, and tags. Automobiles may not be parked on the grass. Vehicles not conforming to these rules may be towed away at the owner’s expense without notice. All Tenant vehicles must be registered with the Agent. It is the Tenant’s responsibility to notify Agent if new vehicles are brought to the Premises. Automobile repairs and car washing are prohibited on Premises.

Motorcycles and motorized bikes must be licensed and parked in the parking lot. These vehicles are not permitted in the apartment, on the patio/balcony, or on the grass or walkway.

Boats, trailers, enclosed trailers, campers, and all other recreational vehicles are strictly prohibited, even on a temporary basis. These will be towed at the owner’s expense without notice. \_\_\_\_\_ (initials)

Tenant is allowed a maximum of two vehicles. Tenant will be charged \$15 per month for each additional vehicle upon Agent approval. All vehicles must be registered with the Agent at time of move-in or immediately after any change.

**Trash**

All trash must be disposed of in the proper receptacles. Tenant shall never leave trash on patio/balcony or by front door. Tenant understands that a minimum fine of \$25 will be charged for leaving trash in these prohibited locations.

**Dumpsters**

Trash is to be placed in dumpsters and is not to be set beside dumpsters. Dumpsters are for household garbage only and are not to be used for appliances or furniture. Tenants leaving trash beside dumpster understands that a minimum fine of \$25 will be charged.

**Guests**

Tenant is responsible and liable for the conduct of Tenant’s guests. Acts of persons in violation of the lease contract, or one of these or future rules and regulations, may be deemed by Agent to be a breach by Tenant,

Initials: \_\_\_\_\_



which may result in termination of the lease contract or eviction. Please notify management if someone will be staying for an extended amount of time (over one week). Any guests staying for 10 days or longer must complete an occupant application and be added to the lease agreement as an occupant.

**Pool/Clubhouse/Fitness Center/Common Areas**

Pool, clubhouse, and fitness center regulations are posted at the appropriate areas. For safety reasons, residents under the age of sixteen must be accompanied by a parent or legal guardian when using any of the community amenities or common areas. Tenant may have a maximum of two guests. Tenant must accompany guest at all times. Tenant acknowledges receipt of current rules and understands that these rules may change with notice to Tenant. \_\_\_\_\_ (initials)

**Plumbing**

A charge will be added to Tenant account for unclogging plumbing fixtures in cases where malfunctions are caused by the introduction of improper objects therein, such as toys, cloth object, grease or other foreign matter. The cost of repair or replacement of fixture will be the responsibility of Tenant.

**Lock Outs**

Tenant is responsible for calling a locksmith, at Tenant's expense, if locked out of the Premises after hours.

**Window Coverings**

Mini blinds and vertical blinds are been provided for the windows. Additional window treatments must be hung on top of the existing blinds and must have white or off-white linings. Tenant must maintain blinds in proper condition throughout the lease term.

**Telephone / Internet Hook-Ups**

Telephones/Computers may only be connected to previously wired outlets. Additional drilling, cutting, or boring for wires is not permitted without prior written approval from Agent.

**Waterbeds**

Waterbeds are not permitted.

**Storage**

No combustibles of any kind or description shall be stored on Premises. Maintenance closets are not to be accessed or used by Tenant.

**Signs / Decorations**

Tenant is not to display or affix any signs, exterior lights or marking on the Premises' exterior. Do not attach awnings or other projections to the outside of the buildings. Holiday decorations must be removed once the holiday has passed. Agent may remove offending decorations at Tenant's expense after reasonable notice has been given to Tenant to remove items.

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### **Patios / Balconies / Windows**

All patios and balconies must be kept clean and clear of storage items. Hanging of clothes, linens, or rugs over railing will not be permitted. Patios and balconies shall not be used for anything except patio furniture, flowers boxes, and live, healthy plants; they are not to be used for storage under any circumstances. No object of any kind may be attached to windows or doors where visible from the exterior. Door wreaths and welcome mats will be permitted. Management has the right to refuse certain decorations at their discretion. No building siding, railing, etc shall be damaged due to glue, nails, or any act of the resident or guests.

### **Pets**

No pets are allowed, even on a temporary basis, without the permission of management and the execution of a pet addendum. If approved, resident is responsible for pet and must pay a pet fee and monthly pet rent. Unauthorized pets will result in a \$100 fine added to Tenant account in addition to the pet fee, based on the size of the pet.

### **Alterations**

Any alterations to the premises can only be made with Agent's prior written approval. Such approval shall be granted upon the condition that Premises be brought back to its original state upon move out at Tenant's expense or that alteration will become a permanent fixture, remaining with Premises.

### **Returned Check Policy**

If a check is returned for any reason, Tenant must provide replacement funds via certified funds within twenty-four hours of receiving notice from Agent. A returned check fee in the amount of \$25 will be added to Tenant account. Tenant will also be charged 5% late fee if applicable. Upon the occurrence of a second returned check, Tenant will be required to make all future payments in certified funds.

### **Satellite Dishes**

Tenant may install only one satellite dish on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Location of the satellite dish is limited to entirely inside your dwelling or on your patio/balcony. You may not hang satellite dish out of the window, install a satellite dish in the parking area, roof, exterior wall, windowsill, fence, grass, or common area that other residents are allowed to use. Tenant must hire a professional to install the satellite dish. Securely attaching the satellite dish to a portable, small slab of concrete or in a container of concrete are the only allowable methods. No permanent attachments are allowed. Satellite dish must be removed at the time of move out or resident will be charged \$100 for disposal. An additional \$100 security deposit will be required prior to installation. Tenant are liable for any injury or damage to persons or property caused by your dish. Tenant must provide evidence of liability coverage for your dish to protect us against claims of personal injury or property damage. This coverage must be included in your renter's insurance policy and be in an amount of at least \$250,000. Tenant agrees to hold Agent/Landlord harmless and indemnify us against any claims by others in the event that dish causes injury or damage. \_\_\_\_\_ (initials)

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### **Drug Free Housing**

Tenants, family and guests will not be allowed to engage in criminal activity, including drug-related activities, on our property. Criminal and/or drug activity will result in termination of lease contract by Agent.

### **Century 21 & Associates Release Form (amenities and common area)**

I/We wish to participate in the following activities: pool, play area, fitness room, clubhouse, laundry room, and any social activities. In consideration of my being permitted, I/We hereby unconditionally and irrevocably assume any and all risk of injury to my person or property. I/We understand and agree that this is a full, final and complete waiver, release, and discharge and agree that it is expressly binding upon each, and all, of my heirs, successors, and legal representatives. I/We represent and warrant to owner that I/We have no health or medical problems or conditions, nor am I under any medical treatment or prescription, that make my participation in the activities dangerous to my health or person. I/We have read this release carefully and thoroughly, understand it, and execute it voluntarily for the purposed described. \_\_\_\_\_ (initials)

\*NO PERSONS UNDER THE AGE OF 16 ARE PERMITTED TO USE COMMUNITY AMENITIES WITHOUT ADULT SUPERVISION. NO GUESTS ARE PERMITTED TO USE COMMUNITY AMENITIES WITHOUT RESIDENT SUPERVISION.

### **Authorization and Release Agreement (packages)**

This authorization and release agreement made between The Park at Village Oaks and Tenant(s) for and in consideration of the execution of the certain apartment lease contract with resident located at Parsley Lane in Leland, NC 28451, the full and sufficient nature of such consideration being specifically acknowledged herein by Tenant, Tenant hereby authorizes Agent to accept at the management office of apartment community, on behalf of Tenant, any and all packages, letter, documents, and tangible things of any sort whatsoever, addressed to resident, and deliverable to resident through United States mail, Federal Express, United Parcel Service, or any other delivery service, flower shop, or any business, person, or private entity, when such delivery cannot be made directly to resident due to resident not being home at the time of said attempted delivery. The parties agree a notice taped to the apartment door is sufficient notice, and Tenant agrees to promptly come to the office to pick up said delivery, and agrees that under no circumstances shall Agent be obligated to hold said delivery at the management office for a period of more than thirty days. After thirty days, the delivery will be deemed abandoned. Agent reserves the right to refuse to accept dangerous, foul smelling, unsanitary, broken, and unsightly appearance, including, but not limited to firearms, spoiled food, illegal, leaking liquid containers, and broken glass. Tenant releases, acquits, and discharges The Park at Three Oaks, its agents, firms, corporations, partnerships, and insurers and their heirs, administrators, executors, successors and assign from any and all actions, causes of actions, claims and demands whatsoever kind or nature, including losses and damages not now known or anticipated, but which may later develop or be discovered, included all the effects and consequences thereof on account of acceptance, handling, storage, or disposition of items addressed to, or deliverable to resident herefore referenced. The parties declare that they understand and agree to all of the terms of the Authorization and Release Agreement, and that they enter into same of their own free will, and under no duress, and with full understanding of the provisions of this agreement. The parties further agree that the terms of the Authorization and Release Agreement are contractual and not mere recitals.

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### **Resident Security Notice and Acknowledgement**

The Management of this apartment community (including the owner(s), any of owner's employees, agents, or representatives and the owner's authorized property manager) does not promise, warrant or guarantee the personal safety of the resident or the safety or security of the resident's personal property against the criminal actions of other residents or third parties. Each resident has the responsibility to protect him or herself and to maintain appropriate insurance to protect his or her belongings. Residents should contact an insurance agent to arrange appropriate fire and theft insurance on their property.

It is a fact that no security system, courtesy patrol, or electronic security device can guarantee protection against crime. Even elaborate security systems are subject to mechanical malfunction, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Therefore, residents should always proceed on the assumption that no security systems exist. The best safety measures are those precautions that can be performed as a matter of common sense and habit.

If security systems, security devices, or walk-through/drive-through services are employed at this community, no representation is being made that they will be effective to prevent injury, theft or vandalism. Such personnel, if provided, cannot physically be every place at every moment. Usually, such personnel are unarmed independent contractors and have no greater authority under the law to restrain or arrest criminals than the ordinary citizen. Therefore, management does not warrant that any security systems, security devices, or services employed at this community will discourage or prevent breaches of security, intrusions, thefts, or incident of violent crime. Furthermore, management reserves the right to reduce, modify or eliminate any security systems, security devices or services (other than those statutorily required) at any time: resident agrees that such action shall not be a breach of any obligation or warranty on the part of management.

If controlled access gates or intrusion alarms are provided, resident will be furnished written operating instructions. It is the resident's responsibility to read them and to bring any questions to the attention of management. Furthermore, resident agrees to promptly notify management in writing of any problem defect, malfunctions, failure of door locks of any kind, peepholes, if any, exterior lights, windows, latches, controlled access gates, intrusion alarms, and any other security related device. If resident's apartment is equipped with an intrusion alarm, resident agrees to be responsible for all fines, penalties, and other charges resulting from or attributed to the alarm, including false alarm charges.

**Acknowledgement By Resident:** I have read, understand and agree with the above notice. I have received no representation or warranties, either expressed or implied, as to any security or any security system on the property. Management has not in any way stated or implied to me that security of person or property was provided, promised or guaranteed or that the apartment community was or will be free from crime. I furthermore acknowledge that management is not obligated under any circumstance to respond to any signal from an intrusion alarm system. The responsibility for protecting me, my property, and my family, guests, and invitees from acts of crime is the sole responsibility of myself and law enforcement agencies. (continued)

**Initials:** \_\_\_\_\_



I agree to release and hold harmless management from claims arising out of criminal acts of other residents and third parties. I agree that management shall not be liable to me based upon any claim that security was not provided, subject to management's compliance with state statues regarding door locks and window latches. Resident acknowledges that the foregoing shall also be binding upon resident's heirs, successors, assigns, guests or invitees.

### Preferred Employer Concessions

\_\_\_ No concession is given

\_\_\_ A concession of \$ \_\_\_ is given per month.

\_\_\_ Other concessions received: \$ \_\_\_ application fee plus \$ \_\_\_ administration fee **TOTAL \$** \_\_\_.

Concession is being offered as part of the Preferred Employer Program. Tenant must provide proof of employment with participating employer. Agent may request proof of continued employment at any time during Tenant's residency. If employment with preferred employer is terminated, the concession will also be terminated on the first day of the following month.

In the event date that the lease agreement is terminated prior to the lease expiration date, Tenant is responsible to and shall reimburse Landlord for the total amount of concessions received by Tenant under the terms of the lease and this agreement.

### Bed Bugs

Tenant will inspect the premises within 48 hours after move in and notify us of any bed bugs or bed bug infestation. Tenant must allow Agent and its contractors to access the dwelling at reasonable times to inspect for and treat bed bugs as allowed by law. Tenant must not interfere with inspections or treatments. Tenant is responsible for and must, at Tenant's expense, have personal property treated according to accepted treatment methods established by a licensed pet control firm that Agent approves. If you fail to do so, you will be in default, and Agent has the right to terminate Tenant's right of occupancy and exercise all rights and remedies under the Residential Lease Agreement. Tenant agrees not to treat the dwelling on their own. Tenant must follow all directions for preparation and elimination as outlined by licensed pest control firm.

Tenant may be required to pay all reasonable costs of cleaning and pest control treatments incurred by Agent to treat premises for bed bugs.

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**Mold**

In order to minimize the potential for mold growth on the premises, Tenant must do the following:

- Remove visible moisture accumulation on windows, walls, ceilings, and other surfaces as soon as reasonably possible
- Maintain a humidity level less than 50% inside premises
- Use exhaust fans in bathrooms and kitchen
- Promptly notify Agent in writing of any air conditioning or heating system problems
- Promptly notify Agent in writing of any leaks, water infiltration, or mold growth
- Keep thermostat set to automatically circulate air at a temperature of **less than 80 degrees** Fahrenheit

If Tenant fails to comply with these requirements, Tenant will be held responsible for property damage to the premises and any health problems that may result.

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Tenant understands and agrees that a breach of any of the provisions of this addendum shall be considered a breach under the lease.

Tenant acknowledges that the fines provided for in this addendum are reasonable, and in addition to any fines herein, Tenant shall be responsible to Landlord for any actual damages sustained by Landlord for Tenant's breach of the terms and conditions of the addendum.

Any forbearance by Landlord to act under the terms of this addendum shall not be considered a waiver of Landlord's rights and Landlord shall have the right to enforce this agreement notwithstanding the Landlord's forbearance.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent Signature - Michelle McDermott  
Broker, NC Lic # 270574

\_\_\_\_\_  
Date

Initials: \_\_\_\_\_