10/13

**Lost Valley Properties, LLC**

**Tenant Handbook**

**Article II Rules and Regulations**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Tenant), hereby acknowledge that I have read these Article II Rules and Regulations. I understand that the Rules and Regulations may be amended from time to time and are for the purpose of protecting the property and providing for the safety and well being of all occupants of the property, and affirm that I, the tenant, will, in all respects; comply with the terms, conditions, covenants and provisions. I should seek competent legal advice if any portion of this Article II Rules and Regulations is not clear or otherwise understood by tenant.

Landlord \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(To be signed by each tenant)

10/13

**Lost Valley Properties, LLC**

**Tenant Handbook**

**Article II Rules and Regulations**

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1. **Emergencies**

If you have an emergency such as fire or flooding, please call 911 and then Lost Valley Properties (“Landlord”) at 828.278.8555, when possible. If it is not a life-threatening emergency, such as flooding, no water, no heat, or no power, please call Lost Valley Properties at 828.278.8555.

1. **Move-In Inspection Checklist**

Before you move into your unit, unless it is a renewal unit, it will be cleaned and inspected thoroughly. Your Landlord will make sure that your unit is in good condition and ready for you. Any pending work orders should be completed within 60 days after move-in.

When you move in, you and a representative of Lost Valley Properties will do a walk-through. At this time, carefully inspect the condition of your unit. This protects you from being charged for damages and/or missing items. It is your responsibility to request this form if you are not given one.

1. **Rent Payments**

Rent is due on the first day of every month and is payable as called for in the Lease Agreement. If rent is late, any late charges need to be paid with the rent along with any other payments, fees, utility charges, fines, damages, services, repairs, maintenance, or replacements that are owed to the Landlord before the last day of the same month. It is always a good idea to include your name and apartment number in your check memo. **No cash will be accepted for rental payments (checks or money orders only).** Late fees, if due, are not prorated but are $25.00 per late payment.

**PLEASE PAY YOUR RENT ON TIME!!!**

1. **Partial Payments**

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

1. **Miscellaneous Charges**

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

1. **Receipt**

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

1. **Keys**

Each tenant is provided a dwelling key. Please be careful with your keys; if you lose them, the Landlord may have to change the locks at your expense. Tenant is not permitted to change the lock or keying to the unit. You agree to return all keys plus any copies that have been made (it is requested that no copies be made by tenant) to the Landlord upon vacating the dwelling unit.

If you lock yourself out, please don’t tear off or bend the screens to try to break in. Call 828.278.8555 to have the Landlord get you inside and/or loan you a key. Replacing screens is costly and you will need them when it gets warm out. Plus, you are responsible for any damage caused to screens, window, window frames, doors, doorframes or locks.

If you lock yourself out and need the Landlord to come and let you in, you will be charged $25.00 each time (this is MUCH cheaper than paying for damages).

**BE CAREFUL WITH YOUR KEYS!!!!**

1. **Repairs**

Please report damage and breakage to the Landlord at once. The Landlord will attempt to repair it. If something still isn’t working properly after it has been repaired, please e-mail or call Landlord so another work order can be written up. Maintenance or a licensed contractor will repair it in a prompt manner. Generally, there will be no charge for repairs or adjustments unless necessitated by negligence and mistreatment by you or others for whom you are responsible. Tenant will be held responsible for the cost of damages caused by failure to report needed repairs.

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

1. **Maintenance**

You agree to maintain the dwelling unit, grounds, and property in as good conditions as you find them; reasonable wear and tear is expected. Repairs for damage done beyond that of fair wear and or negligence will be done at your expense. **YOU AGREE TO KEEP TUB, SINK AND LAVATORY DRAINS, SHOWER, COMMODES, AND SEWER LINES OPEN AT YOUR EXPENSE.** (All drains will be considered to be open and in good working order if not reported within four (4) days of the occupancy date state in your Lease Contract.

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

1. **Plumbing System**

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

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

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

1. **How to Keep Your Pipes From Freezing**

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

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

1. **Curtains, Drapes and Blinds**

You are welcome to use any blinds or curtains that are in the dwelling unit when you move in. These have been left by previous tenants (expect the front window and side windows of Camus Apartments units). Any curtains, drapes or blinds installed by the tenants must meet the approval of the Landlord. **Blankets, sheets, towels or bedspreads are not to be used as curtains or drapes**. Any curtain rods installed by you must meet with the approval of the Landlord and the rods become the property of the Landlord unless when removed the holes are left properly filled with sheet rock filler.

1. **Pictures and Posters**

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

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

1. **Housekeeping**

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

You agree that the Landlord may conduct an inspection at any reasonable time and he may require you to clean the dwelling unit if, in the Landlord’s opinion, it is dirty. You further agree if the Landlord gives you notice that the dwelling unit needs to be cleaned, you have three (3) days to complete such cleaning and have a re-inspection. If you fail to clean the dwelling unit to the condition it was when you moved in, the Landlord has the right to have the dwelling unit cleaned by a service at your expense. You will pay the bill for such cleaning promptly and can have late fees attached.

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

1. **Pets**

**YOU ARE NOT ALLOWED TO HAVE PETS/ANIMALS OF ANY KIND IN OR NEAR THE DWELLING UNIT & ITS PREMISES UNLESS NOTED IN WRITING IN YOUR LEASE CONTRACT**.

This not only includes you but your friends as well. Please ask them to leave pets at home or in the car when they come to visit. Pets take a lot of time and care and are expensive. If they are not supervised properly, they can damage your property and Lost Valley’s Property. If you violate the terms of the Lease Agreement in regards to pets, you are subject to a fine that can range from a minimum of $375 up to one month’s rent. The exact amount of the fine is at the discretion of the Landlord and payable to Lost Valley Properties for each violation. You will also be charged for a mandatory fee for having the unit sprayed for fleas.

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

You may or may not be aware that pets often leave odors in carpets which cannot be removed and carpet has to be replaced. If this is the case, you will be held responsible for the cost of replacing the carpet and padding in the dwelling unit, plus the cost of repairing and replacing anything else damaged by the pet such as door and window frames, facings, floor boards, and appliances.

1. **Light Bulbs**

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

1. **Shower and Tub Maintenance**

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

1. **Fixtures, Appliances, Etc**

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

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

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

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

1. **Alterations**

You agree not to paint or paper or make any alterations, installations, redecoration, or repairs of any kind to the dwelling unit without written permission by Landlord. You may not alter any lock or install a new lock without the written consent of Landlord. The Landlord will retain a master key to the dwelling unit. It is further understood that any alterations or additions become the property of the Landlord; except at the option of the Landlord, you may be required to return the property to its original condition. You agree that no waterbeds shall be allowed in the dwelling unit.

1. **Parking**

Each dwelling has a designated number of parking spaces shown on the Lease Agreement. Please use only the number of spaces assigned to you and park only on the driveway and not in grass if applicable. Motorcycles are to be treated exactly like cars for parking purposes. Park in marked spaces only. Policies are enforced 24 hours a day. Due to limited parking, one parking permit is issued for each tenant (Campus Apartments only). Any cars parked without a permit and sticker are subject to being immobilized and/or towed at the owner’s expense. To ensure that we do not have a tenant’s car towed, it is expected that the tenant will contact the Landlord if a borrowed car is being used by the tenant as soon as it is parked on the premises. It is your responsibility to notify anyone (visitor, friend, parent, tenant, etc) of the parking policies for your parking lot.

You agree to abide by parking policies, rules, signs, and regulations that apply to your dwelling’s parking lot/driveway. For Campus Apartments, the spaces directly adjacent to the building and spaces marked are for your use only. Parking policies will be issued with parking permits and are subject to change. It can be expensive if you or your guest’s car is immobilized or towed. **There will be no exceptions to parking policies and signs, so please do not request an exception**. If your vehicle hinders access to the trash dumpster area, it may be towed or immobilized at the vehicle owner’s expense.

1. **Common Areas**

You are renting the interior of your dwelling unit; the exterior of your dwelling unit, if you are at Campus Apartments, is considered limited common area and may consist of walkways, stairways, balconies, parking lot, yard and grounds. You have limited access and authority in these limited common areas. You may use the limited common area for access to and from your dwelling unit. You may also use the grounds for recreations, sunbathing, and relaxation as long as you do not disturb the neighbors or violate the terms and conditions of your Lease Agreement. Unless you have written permission from the Landlord, you have no right to have gatherings or parties in any of the limited common areas and anyone attending such gatherings will be considered trespassers on the Landlord’s property.

Common areas are not to be used to dry or air clothes, rugs, mops, etc. They are not to be used as storage areas, nor are they to be used under any circumstance for cookouts. Grills are not allowed on the properties.

**THE ONLY ITEMS ALLOWED TO BE STORED UNDERNEATH STAIRS AT CAMPUS APARTMENTS ARE BICYCLES LOCKED TO THE PROVIDED BIKE RACKS.**

1. **Trash**

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

1. **Auto Repairs**

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

1. **Overnight and Long Term Guests**

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

1. **Prohibited**

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

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

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

1. **Noise**

You shall not make or cause to be made, excessive noise, meaning noise which disturbs the peace and quiet of other tenants and neighbors. You are required to be considerate of your neighbors by not playing your stereo, radio, or television so loud that they are objectionable to your neighbors or Landlord. Politely ask neighbors to refrain from being so loud if they disturb you and if the excessive noise continues, notify the Landlord.

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

1. **Parties and/or Gatherings**

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

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

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

1. **Fire Protection Equipment**

You are provided with one or more smoke alarm and fire extinguisher in each unit. The Landlord will check the smoke alarm periodically to make sure it is working properly and these notes will be able to be viewed on request by the tenant. As well, it is your responsibility to check the smoke alarm periodically to make sure it is working properly. If it isn’t, let the Landlord know as soon as possible. The Tenant, by signing this Article II, hereby gives permission for the Landlord to enter y residence in order to evaluate the smoke detector system.

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

The tenant, any member of the tenant’s household or any person under the tenant’s control shall not engage or facilitate in any activity on the premises that would disarm the smoke detector system.

Thirty ($30) dollars will be charged if the unit must be replaced by the Landlord due to loss or if the smoke detector system is not visible at the time of an evaluation.

**AT NO TIME SHOULD SMOKE ALARMS OR FIRE EXTINGUISHERS BE TAMPERED WITH OR REMOVED FROM THE DWELLING** **PROPERTY!**

1. **Renter’s Insurance**

**THE LANDLORD PAYS INSURANCE ON YOUR RENTAL UNIT BUT THAT INSURANCE ONLY COVERS THE BUILDING AND THE PROPERTY OF THE OWNER. IT DOES NOT COVER YOUR PERSONAL PROPERTY OR YOUR LIABILITY.** You may get liability coverage and insure any of your personal property located or stored in or at the dwelling unit against the risks of damage, destruction, or loss resulting from theft, fire, storm and all other hazards and casualties. Such renter’s insurance should be in an amount equal to the liability coverage you choose and to the replacement value of the property so insured and ma be placed with such companies as are selected by you. Regardless of whether you secure such insurance, the Landlord and his agents shall not be liable for any damage to, destruction of, or loss of any of your personal property located or stored in or at the dwelling unit or property surrounding (grounds, yard, parking lot, balconies, porches etc) regardless of the cause of such damage, destruction or loss.

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

1. **Renewing Your Lease**

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

1. **Breaking Your Lease**

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

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

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

You shall not abandon or vacate the dwelling unit during the term of the Lease Agreement. You shall be deemed to have abandoned or vacated the dwelling unit if you remove substantially al of your possessions from the dwelling unit. In addition, if you are absent from the dwelling unit for seven (7) consecutive days while a rental payment is delinquent, you shall be deemed to have abandoned or vacated the dwelling unit effective the first days of each seven-day period of absence. If you have the electric power turned off, you will be considered to have abandoned or vacated the dwelling unit. If, however, you decide to break your Lease Agreement, you should do the following:

1. Notify the Landlord in writing as far in advance as possible of the day you plan to move.
2. Read the Lease Agreement\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Go through the check-out procedure with the Landlord and comply with Article I, Section 32 of this Lease Agreement.

If you abandon your dwelling unit, legal action may be taken to see that you fulfill your Lease Agreement with Lost Valley Properties, LLC.

**THINK ABOUT IT BEFORE YOU BREAK YOUR LEASE!**

1. **Vacating and Checking Out**

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

1. Pay all utilities and services for which you are responsible and have

all such utility services disconnected at your sole cost and expense, provided, however, you shall not have your electricity or water disconnected for two days after you check out of your dwelling unit, and turn you keys over to the Landlord.

1. Vacate dwelling unit and premises and remove there from all of your personal property of whatever nature.
2. Make sure repairs are made and perform such other duties as are necessary to return the dwelling unit, premises, grounds and any appliances or fixtures furnished in connection with the dwelling unit, in the same condition as they were at the date that your occupancy began, as stated in the Lease Agreement, ordinary wear and tear expected.
3. When you are ready to move, the Landlord will give you an itemized list of instructions for cleaning your unit for the next tenant. If unit is not cleaned to the Landlord’s “standards” any additional cleaning will be deducted from the each tenant’s security deposit equally. The Landlord can e-mail this list at any time it is requested.
4. Fasten and lock all doors and windows.
5. Return to Lost Valley Properties, all keys to dwelling unit and all copies made by you.
6. Notify the Landlord of the address to which the balance of the

 Security Deposit may be returned.

1. **Holdover**

If you stay over past 11:59pm after the expiration of the term of this Lease Agreement, such holding over will not be deemed to create a tenancy-at-will and by such holding over, you will be deemed to have agreed to be bound by all the terms and conditions of this Lease Contract except those that, during such tenancy-at-will, pay rent at the rate of $150.00 per day or part of a day until the premises are vacated.

1. **Damages and Security Deposit**

The Security Deposit shall be held in the manner set forth in the Lease Agreement, Article I, Section 4, Security Deposit. Upon termination of the tenancy and/or your occupancy herein created, the Landlord may deduct from the Security Deposit amounts sufficient to pay:

1. any damages sustained by the Landlord as a result of your non-payment of rent, utility charges, late fees, or non-fulfillment of the initial terms or any renewal periods including your failure to enter into possession;
2. any damages to the dwelling unit, premises, and grounds for which you are responsible;
3. any unpaid bills which become a lien against the dwelling unit due to your occupancy;
4. any costs of re-renting the dwelling unit after a breach of this Lease Contract by you;
5. any court costs incurred by the Landlord in connection with terminating the tenancy;
6. any other damages of the Landlord which may then be a permitted use of the Security Deposit under the laws of this State. After having deducted the above amounts, the Landlord shall, if your address is known to him, refund to you within thirty (30) days after the tenancy and delivery of possession, the balance of the Security Deposit along with an itemized statement with any deductions. If your address is unknown to the Landlord, the Landlord may deduct the above amounts and then shall hold the balance of the Security Deposit for a six-month period beginning upon termination of the tenancy and delivery of possession by you. If you fail to make demand for the balance of the Security Deposit within the six-month period, the Landlord shall not thereafter be liable to you for a refund of the Security Deposit or any part thereafter.

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

1. **Eminent Domain and Casualties**

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

1. **The Landlord’s Liabilities**

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

1. **Landlord’s Default, Limitation of Remedies and Damages**

No default by the Landlord in the performance of any of the promises or obligations herein agreed to by him or imposed upon him by law shall constitute a material breach of this Lease Agreement. You shall have no right to terminate this Lease Agreement for any such default or suspend your performance hereunder until you notify the Landlord in writing of the alleged default and afford the Landlord a reasonable amount of time within which to cure the default. Under no circumstance shall any defective condition or failure to repair, maintain, or provide any common area, fixture or facility, terminate this Lease Agreement or suspend your performance hereunder. This includes, but is not limited to, parking lots, yards and grounds. In any legal actions instituted by you against the Landlord, whether for partial or material breach of this Lease Agreement, or any obligation imposed by law upon the Landlord, your damages shall be limited to the difference, if any, between the rent reserved in this Lease Agreement and the reasonable rental value of the dwelling unit, taking into account the Landlord’s breach.

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

1. **Tenant’s Obligations**

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

The Tenant, any member of the Tenant’s household, or any person under the tenants control shall not engage or facilitate criminal activity on the premises or around the premises. The unit may not be used to or for the facilitation of criminal activity in any form including but not limited to “violent criminal” or “drug related” activity.

“Violent Criminal Activity” is defined as any felonious activity to use, threaten use, or attempted threatened use of physical abuse against a person or property.

“Drug Related Criminal Activity” is defined in which the means f illegal manufacture, sale, distribution, and/or use of a controlled substance.

The violation of this is grounds for termination of this lease, and eviction. Proof of any violation shall be by a preponderance of evidence, unless otherwise provided by law.

If there is a conflict between the Lease, including Article II Rules and Regulations, and its provisions , the Lease Agreement shall govern.

1. **Possession**

If you are unable through no fault of your own to secure your right of possession of the dwelling unit at the commencement of the Lease Agreement, the Landlord shall not be liable for any damages caused thereby, nor shall this Lease Agreement be void. You shall not be liable for any rent until you secure actual possession, unless the failure to secure possession was your fault. You or the Landlord may terminate this Lease Agreement if you are unable to secure possession through no fault of your own within seven (7) days of commencement of the terms stated herein. This option to terminate the Lease Agreement cannot be exercised after you take occupancy.

1. **Tenant’s Default**

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

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

In the event the Landlord terminates this Lease Agreement and the Tenant’s right of occupancy and possession, all further rights and duties hereunder shall terminate and the Landlord shall be entitled to collect from the Tenant all unpaid back rents, utility charges, fines, late charges, payments, services, fees, damages, repairs, maintenance or replacements that are owed to the Landlord by the Tenant under this Lease Agreement and all rents for the remaining term and any damages resulting from the Tenant breach period. In the event that the Landlord terminates the Tenant’s right of occupancy and possession without terminating the Lease Agreement, the tenant shall remain liable for full performance of all covenants hereof and the Landlord shall use reasonable efforts to re-lease the dwelling unit on the Tenant’s behalf. Any such rentals received from such re-leasing shall be applied first to the costs of re-leasing the dwelling unit and then to the rentals due hereunder. In the event the rentals from such re-leasing are insufficient to pay the rentals due hereunder in full, the Tenant shall be liable to the Landlord for any deficiency. In the event the Landlord institutes a legal action against the Tenant to enforce this Lease Agreement or to recover any sums due hereunder, the Tenant agrees to pay the Landlord’s agent or the Landlord’s attorney a minimum of $250.oo in fees for Small Claims Court (Magistrate’s Court) and at least $750.00 or more in District Court in addition to all of the damages.

1. **Rental Credit Application**

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

1. **Misrepresentation**

Any statements made by you to the Landlord in your application to rent are considered as inducements to execute this Lease Agreement. Misrepresentations shall entitle the Landlord to terminate this Lease Agreement and/or terminate you right of occupancy and possession at any time and to collect from you any damages as state in Article II, Section 40 , “Tenant’s Default”.

1. **Form**

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

1. **Legal Expense, Landlord’s Lien**

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

1. **Inspection**

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

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

1. **Hold Harmless**

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

1. **NO Smoking**

There shall be no smoking permitted in the unit at any time. The Tenant shall not permit any guest or visitor to the dwelling unit to smoke in the unit at any time. The Tenant acknowledges that any smoking in the unit is in violation of the terms of this lease and may lead to the deposit being used to clean, repaint, or fumigate the unit. Smoking is permitted outside the unit only if proper disposal of trash is used.

1. **Mold and Mildew**

To prevent and reduce mold and mildew, the Tenant must follow the following practices and procedures:

1. Always use bathroom exhaust fans when showering to prevent mildew accumulation.
2. Use a cleaning product on bathroom surfaces including ceilings that is indicated for mold/mildew removal, and take necessary measures to prevent mold/mildew from accumulating in the premises by keeping all areas free from water accumulation, removing visible moisture or mildew from the windows, walls, ceilings and surfaces.
3. Tenants are fully responsible and liable for the amount of all cleaning expenses incurred by Landlord to remove old from the unit as well as all damages to the unit or the building caused by mold that is the result of tenant misuse, failure to report needed repairs or neglect. Tenant further agrees that the Tenant shall be responsible for damage to the premises and personal property as well as any injury to him/her and all occupants of the premises resulting from Tenant’s failure to comply with these terms.