

RESIDENTIAL RENTAL CONTRACT

FLETCHER ACADEMY, INC.
P. O. Box 5440
Fletcher, NC 28732
(828) 687-5114

THIS AGREEMENT made this _____ day of _____, 20____, by and between Fletcher Academy, Inc., herein called "Owner," and _____, herein called "Tenant." Owner hereby agrees to rent to Tenant the real property located at _____, County of Henderson, State of North Carolina, described as follows:

Fletcher Academy, Inc. Home Rental # _____, commencing on the _____ day of _____, 20____, and monthly thereafter until such time as this agreement is terminated.

Owner rents the above described property to the Tenant on the following terms and conditions:

1. **RENT**

Tenant agrees to pay Owner as base rent the sum of \$_____ per month beginning on the _____ day of _____, 20____. If, the tenant is currently an employee of Fletcher Academy, Inc. the rent will be paid through a payroll deduction biweekly thereafter in the amount of \$_____ per pay period.
Tenants other than employees of Fletcher Academy, Inc. will remit monthly base rent amount, including any additional monthly fees due owner on or before the 1st of each month to:
Fletcher Academy, Inc., PO Box 5440, Fletcher, NC 28732, Attention Accounts Receivable

2. **PAYMENT OF SECURITY DEPOSIT**

Tenant agrees to pay Owner a security deposit of \$_____ as security for performance of this contract on or before the commencement date of this agreement. If, the tenant is currently an employee of Fletcher Academy, Inc. the security deposit may be paid through a series of predetermined biweekly payroll deductions. Should damage, other than reasonable wear and tear, or any unpaid utility bills due at this residence, exceed the amount of deposit, tenant agrees to pay balance owed, in cash, not more than thirty (30) days after vacating the premises. No interest will be paid on this deposit money.

3. **MONTH-TO-MONTH TENANCY**

This is a month-to-month rental agreement. It is not a lease or other long-term agreement. After one month's rental payment has been received, this agreement may be terminated by mutual consent of the parties; or by either party giving written notice of at least 30 days. Tenant agrees to pay rent to the termination date stated in the notice. Any extension of time will require payment of rent for full additional notice period. Breach of employment contract may shorten the 30 day written notice of tenant to vacate.

4. **SMOKING POLICY**

Fletcher Academy buildings and grounds are a smoke free campus. Tenant agrees to NO SMOKING in or on the premises.

5. **PREMISES**

The premises have been inspected, (see attached Home Rental Inspection Report) by tenant and owner’s agent(s). Tenant agrees to maintain the property in as good condition as reflected in the attached Home Rental Inspection Report, allowing for reasonable wear and tear. Tenant will have repaired at his own expense any damage done beyond that of reasonable wear and tear. Tenant will keep sink and lavatory drains, commodes, and sewer lines open at his expense. Tenant agrees to inform Owner’s maintenance department of any needed repairs. Premise condition is the responsibility of the tenant.

6. **PREMISE USE**

The Tenant agrees to use the premises only as a residence for themselves and their children or other authorized occupants as agreed upon at the time of the contract.

Agreed upon occupants as of _____, 20____ are as follows:

_____	Responsible Person (tenant)
_____	Relation to tenant _____
_____	Relation to tenant _____
_____	Relation to tenant _____
_____	Relation to tenant _____
_____	Relation to tenant _____

Tenant is not to sub-let any part of the property. Tenant is not to allow any other person than those listed above to live in the rented residence (any duration beyond 30 days) without requesting and receiving permission from the Owner.

7. **TENANT INSURANCE**

No rights of storage are given by this agreement. Owner will not be liable for any loss of Tenant’s personal property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against Owner, his agents, or employees. Tenants agree to purchase insurance—at their own expense—sufficient to protect themselves and their personal property from fire, theft, burglary, breakage, and electrical problems. Tenant acknowledges that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences.

8. **UTILITIES**

Tenant will be responsible for payment of all utilities, including telephone, gas, and electricity incurred during their residency. They specifically authorize Owner to deduct amounts of unpaid bills from the Security Deposits in the event they remain unpaid after termination of this agreement.

9. **APPLIANCES**

Any appliances in the rental unit remain the property of Fletcher Academy, Inc, except as noted below. Tenant agrees to maintain the appliances in as good condition as he finds them, with reasonable wear and tear expected. Tenant will repair at his own expense any damage done beyond that of reasonable wear and tear.

10. **CABLE TV**

Some units have cable available. This is the same cable service available at Fletcher Park Inn. If available, the tenant may access this service for an additional fee per month, payable upon the rent due date. Interior access to cable service will be made available at one exterior wall location in the living room. The installation of additional jacks may be requested in writing by the tenant to the owner and if approved must be installed by the Plant Services Department at the sole expense of the tenant. Permission to install or have installed satellite TV service may be requested in writing by the tenant to the owner and if approved must be installed under the direction of the Plant Services Department.

11. **MAIL DELIVERY**

On roads where postal mail delivery is not available, Tenant may rent a postal box at either the Naples or Mountain Home U.S. Post Offices. A limited number of boxes are available on campus. See the Finance Dept. for availability.

12. **FIXTURES/ALTERATIONS**

Any article, when permanently fastened to the premises with nails, screws, or bolts, whether by Owner or Tenant, becomes a fixture to the premises, and SHALL NOT be removed by Tenant. If removal is required, Plant Services should be contacted to do so. Tenant shall make no alterations, additions, or improvements in or to the premises without Owner's prior written consent. All electrical and plumbing work shall be inspected and approved by the Plant Services Dept.

13. **THE USE OF WOOD BURNING STOVES AND FIREPLACES**

General Tenant Requirements

Store and stack firewood in a method that is aesthetically acceptable and that will not attract insects to enter the owners building.

Pine, evergreen, CCA treated, or wet wood is not to be burned.

All firewood and kindling on the premises must be disposed of prior to the termination of this agreement.

Provide and install an approved spark arresting chimney cap.

Wood Burning Stoves and Fireplace Inserts

Wood Burning Stoves need to be installed and properly maintained and operated to insure a safe economical experience.

It is the Tenant's sole responsibility to:

Familiarize themselves with the proper safe method of operating and maintaining a wood burning stove. If a wood burning stove is to be operated at all, the stove and chimney must be, at the Tenant's sole expense, cleaned and inspected at least once each year by the end of September or before its' first use each fall by a NC Certified and insured professional Chimney Sweep and a copy of this annual inspection must be submitted to the Owner by the end of September each year.

Before the operation of the wood burning stove, that the Tenant make whatever repairs are deemed necessary as a result of the findings of this annual inspection and its' subsequent follow up inspection(s) until such time as the installation and condition is approved by a NC Certified and insured professional Chimney Sweep and a copy of this approved report be submitted to the Owner.

Clean and inspect the wood burning stove and chimney periodically during its use to insure its safe operation.

Wood Burning Fireplaces

It is the Tenant's sole responsibility to:

Familiarize them selves with the proper safe method of operating and maintaining a fireplace. Before a fireplace is to be used at all, the fireplace and chimney must be, at the Tenant's sole expense, cleaned

and inspected at least one time during the duration of this agreement by a NC Certified and insured professional Chimney Sweep and a copy of this inspection must be submitted to the Owner.

Provide and use a spark arresting fireplace screen and flame proof hearth rug while using the fireplace.

Gas Logs

It is the Tenant's sole responsibility to:

Familiarize themselves with the proper safe method of operating and maintaining a fireplace with gas logs installed.

Before a fireplace with gas logs installed is to be used by the Tenant, the gas log installation must be, at the Tenant's sole expense, cleaned and inspected at least one time during the duration of this agreement by a NC Certified and insured professional and a copy of this inspection must be submitted to the Owner.

Provide adequate ventilation and be aware that operating gas logs may deplete oxygen levels and increase the moisture level in the home.

At no time is the Tenant allowed to install or use gas logs in or at the premises without first obtaining written permission of the Owner.

14. HOUSEKEEPING

Good housekeeping is expected of all tenants. In addition to keeping the premises clean and sanitary it is the sole responsibility of the tenant to clean any and all mold or mildew from all interior surfaces of the premises. All areas of the premises that have wall to wall carpeting of any kind must have all the carpet professionally cleaned and sanitized at the tenants sole expense a minimum of every two years for the entire duration of this rental agreement. The professional carpet cleaning company must be approved by the owner. Each time the carpet is cleaned, prior written approval from the owner must be obtained and a copy of the paid service receipt must be submitted to the owner

15. REPORTING MAINTENANCE NEEDS.

Tenants will be responsible for immediately reporting to the Plant Services Department any and all leaks as well as any other apparent or potentially damaging condition in or at this rental premises. When reporting problems to the Plant Services Department tenant must ask for and retain work order # issued from Plant Services Department as evidence that problem has been reported. Tenants may be held financially responsible for un-reported maintenance issues as well as damage caused by negligence of tenant. Owner shall not be responsible or liable for any damages resulting from any such leaks or overflows.

16. LAWN AND YARD MAINTENANCE

The owner will provide routine lawn and yard care for apartment rentals **only**.

At all other premises the Tenant acknowledges that they are legally responsible for maintaining the lawns and landscaping and will be held liable for any damage caused by lack of water, abuse, or neglect. Tenant agrees to keep the yards clean and free of rubbish and in a presentable condition at all times and to comply with all policies concerning disposal of garbage, waste, or other refuse It will be the tenant's responsibility to maintain their own lawn and yard to a level of care and appearance equal to or above the surrounding neighborhood. The landlord will not be responsible for providing or maintaining yard equipment necessary for the care and maintenance of tenant's yard. If the appearance of the tenant's lawn and or yard is not kept to a level of care and appearance equal to or above the surrounding neighborhood. The landlord has the option to give tenant seven days written notice to establish a level of care and appearance equal to or above the surrounding neighborhood or Plant Services will have the option to provide the necessary lawn and yard care and invoice tenant for said services.

Requests must be made in writing to the landlord for permission to remove trees, plantings, and or shrubbery.

17. **VEHICLE POLICY**

The Tenant agrees to park only a reasonable number of vehicles in the parking area provided. . Parking on grassy areas is prohibited. Junk cars, cars on blocks, and non-functional vehicles should not be parked on the property.

18. **PET POLICY**

There shall be no pets allowed on the rented premises except as may be granted by Owner, in writing. Tenant must complete and sign the "Consent for Maintaining a Pet" form which if applicable will be attached to this agreement. Tenant hereby agrees that if found in violation, the rents due hereunder may be raised at the Owner's discretion. If pets are allowed by Owner, the Tenant agrees to the additional pet fee in the amount of \$15.00 per month payable upon the rent due date until the sum of \$300 has been accumulated the first \$150 is non-refundable. Rental residents will be allowed a maximum of three pets. Pets include domestic animals such as dogs, cats, birds, fish, snakes and etc. Pets commonly kept in an approved cage, tank or other containment as one unit will be defined as one pet.

Example: 1 tank (Fish) = 1 Pet
 1 cage (Birds or pets) = 1 Pet
 1 Indoor cage (rodents) = 1 Pet

Commonly defined Farm Animals are not allowed to be kept at residents.

Upon termination of this agreement any pet deposit money in excess of the \$150 will be refunded with in 30 days providing there is no evidence of pet's presence at this premises. It is expressly provided that the following rules are to be observed:

All dogs, cats, and other pets that can be, must have current Rabies and Distemper shots.

Pets over six months must by spayed or neutered. (Exceptions must be approved by the owner.

Any animal that is highly venomous (snakes, spiders, scorpion) or because of size and reputation are considered dangerous are not allowed.

Dogs shall at all times be kept on a leash or in a fenced area when outside the house.

RESTRICTED AREAS: The Fletcher Park Inn Park and residents' yards are OFF LIMITS to all pets.

All pet debris must be picked up and disposed of promptly.

The Tenant is to be fully financially responsible for any and all damage to property of Owner or of others which may result from the maintenance of the pet. Tenant shall indemnify the Owner and hold them harmless against any claim, loss, or liability—including legal fees due to injury or infectious illnesses. Tenants agree to pay for any and all pet pest infestation extermination services during and after termination of occupancy. Said monies shall be the responsibility of the Tenant and shall be deducted from the pet deposit and or the Security Deposit and charged in addition to these deposits if necessary.

The Owner reserves the right to revoke this consent on a weeks notice to Tenant, if in the opinion of Owner's employees the pet has been a nuisance or creates any unreasonable disturbance to other residents or has not been maintained in healthy conditions or according to these rules. A pet that is considered dangerous must be removed from property within 24 hours. In the event consent is revoked, Tenant agrees to permanently remove pet from the premises. Failure to comply shall be considered a breach of contract. Any animals on the property not registered under this Rental Agreement will be presumed to be strays and will be disposed of according to law, at the option of the Owner.

19. **PAINTING AND INTERIOR FINISHES**

All exterior finishing is to be performed or approved by owner. Interior painting may be performed by Tenant but must be performed in a workman-like manor. Prior to doing any painting, Tenant must submit a written request to the Owner outlining the specific request. If painting request is allowed, Tenant will receive in writing project guidelines for the request. Any deviation from original finish will require Tenant or at Tenant's sole expense, repainting said areas with approved paint selection prior to termination of this agreement.

20. LOCKS/ACCESS

No locks shall be installed or changed by the Tenant, and Owner shall have a key and may enter at any reasonable time to inspect, repair, or show the premises to a prospective tenant. Tenant agrees to cooperate with Owner in showing property to prospective tenants, prior to termination of occupancy. Advance notice will be give to the Tenant by the Owner when possible. **DO NOT DUPLICATE KEYS.** If needed an additional key must be requested from Plant Services for a fee.

21. HOME INSPECTIONS:

All rental units are subject to the landlord conducting semi-annual maintenance inspection, and “notice of rental termination” inspections. The landlord will provide seven days notice to tenant prior to these inspections. Tenants will have 30 days to correct any deficiencies found that would be the tenant’s responsibility or the landlord will make the repair and invoice the tenant for said repair. All corrective actions must be performed by an authorized practitioner/entity.

22. REMOVAL OF OWNER’S PROPERTY

Property belonging to the Owner may not be removed from the premises without the express written consent of the Owner.

23. VACATING THE PREMISES

Upon vacating the premises, the Tenant agrees:

- a. To pay for all utility services and telephone bills due and have same discontinued.
- b. To thoroughly clean the premises, including but not limited to range, refrigerator, carpet, blinds, windows, bathrooms, closets, floors, walls, woodwork, light fixtures, and any other items which form a part of the premises.
- c. To insure that all exterior door and windows are security locked and all keys are returned to Owner.
- d. If tenant painted wall the wall must be returned to the white color or the tenant loses all of the Security Deposit.

24. CLEANING FEE

If the above requirements are not met by the Tenant when vacating the premises, the Owner will have the property professionally cleaned and the expense will be deducted from the security deposit as per the guidelines listed in item #2.

25. ABANDONMENT

If Tenants leave the premises unoccupied for 15 days without paying rent in advance for that month, or while owing any back rent from previous months, which have remained unpaid, the Owner and/or his representatives have the right to take immediate possession of the property and to bar the Tenant from returning. Owner will also have the right to remove any property that the Tenant has left behind and store it at the Tenant’s expense.

26. ROOF AND TERMITE ALERT

Tenant agrees to notify Owner immediately if roof leaks, water spots appear on ceiling, or at the first sign of termite activity.

27. PEST-CONTROL POLICY

Report to Plant Services Department the observance of any of the following: Millipedes, Wasps, Ants, Crickets, Mice, Hornets, Spiders, Bees, Rats, Silver Fish, Earwigs, Centipedes, and Roaches. Extermination of these pests will be done at no cost to the tenant, however, fleas and other pest problems will be the responsibility of the tenant. Owner is not responsible for any damage done to the Tenant’s person or property by such pests, or to the person or property of Tenant’s family or any other persons on their premises.

28. TRASH

Tenant will be instructed as to whether house pick up or a dumpster is available for the specific property. Where house pick up is available, Fletcher Academy, Inc. will pick up once each week. Trash should be bagged and securely tied and at the curb by 8:00 am each Wednesday. Items that **MUST NOT** be included are:

- a. Car batteries
- b. Paint and paint supplies
- c. Pest sprays
- d. Anti-freeze
- e. Hazardous sharp objects
- f. Tires

Tenant may arrange for metal items to be picked up by calling the Plant Services Dept. TV's, VCR's, and furniture will not be picked up by Fletcher Academy, Inc. and it is the responsibility of the Tenant to dispose of these and the above listed items at the landfill. Animal and pet waste will be picked up providing it is double bagged and securely tied.

29. NONLIABILITY

The Tenants hereby state that any work or repairs that need to be done will be handled by competent professionals, unless Tenants are qualified and capable of doing the work themselves and doing it properly, in a safe manner that meets all federal, state, and local regulations. Tenants further state that they will be legally responsible for any mishap that occurs during work they either do themselves or hire others to do. Owner will be held free from harm and liability along with his agents and representatives. In the event that needed repairs are beyond the Tenants' capacity, they are urged to arrange for professional help.

30. DISCLOSURE OF OWNER/AGENT

The Owner is Fletcher Academy, Inc. and may be represented by various employees or agents. The main office is located at 185 Fletcher Academy Drive, Fletcher, NC 28732

31. WAIVER

All rights given to Owner by this agreement shall be cumulative in addition to any laws which exist or might come into being. Any exercise of any rights by Owner or failure to exercise any rights shall not act as waiver of those or any other rights. No statement or promise by Owner, its agents or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

32. LEGAL BINDING

Tenant hereby states that they have the legal rights to sign for any and all other residents and to commit them to abide by this contract.

33. TERMS

In this agreement, the singular number where used will include the plural, the masculine gender will include the feminine, the term Owner will include Landlord or Lessor; and the term Tenant will include Resident or Lessee.

34. FULL DISCLOSURE

The Tenants signing this Rental Contract hereby state that all questions about this Rental Contract have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Rental Contract is acknowledgment that he/she has received a signed copy of the Rental Contract.

35. BREACH OF CONTRACT

Failure to comply with any of the provisions of this agreement shall constitute a Breach of Contract and may result in termination of this agreement with the Tenant.

