



Individual Residential Rental Contract

IN CONSIDERATION of the rent described below and the mutual promises made to each other THE WINKLER ORGANIZATION (Landlord), by and through his/her/its agent (Agent), leases and rents to **TENANT**.

(Tenant); this 10th day of January, 2014. WITNESSETH: That subject to the terms and conditions set forth by this Residential Rental Contract in Article I, the Rules and Regulations in Article II (located at www.winklerorganization.com), and terms and conditions as may be stipulated by separate, but integral documents, Landlord does hereby rent unto Tenant(s) and Tenant(s) does hereby take as Tenant under Landlord, THE PREMISES known as and located in the City of Boone, County of Watauga, State of North Carolina, being known as and more particularly described as:

East Village | 241 Marich Lane, Boone, NC 28607
Apt. # 102, Bedroom A – in a 4 Bedroom Unit

It is the understanding and agreement of the parties that THE PREMISES shall consist of the bedroom located in the **Bedroom A** portion of the said apartment together with a non-exclusive right to occupy the “common area” which shall be defined as all portions of the apartment unit located outside the bounds of the bedrooms contained in said apartment unit.

It is the understanding and agreement of the parties that Tenant shall in no way be responsible for the monthly rent obligation of the other occupants of the apartment unit which is the subject of this Contract. Provided, that it is the further understanding and agreement of the parties that Landlord reserves the absolute and exclusive right to select the other tenants or occupants to reside in the apartment unit, and Tenant expressly waives any claim or objection which Tenant may have pertaining to Landlord’s selection of the other occupants or tenants to reside in said unit.

With regard to the Security Deposit reference in Paragraph 4 of the Contract, it is the understanding and agreement of the parties that Tenant shall be solely responsible for any and all damages which may be sustained in Tenant’s bedroom during the term of this Contract. In addition, with respect to damages sustained to the common area of the apartment unit which is the subject of this Contract, Tenant’s security deposit may be used on a pro-rata basis for repairs or replacements along with the other security deposits of the other occupants or tenants in the unit unless Landlord in Landlord’s sole discretion is able to determine which Tenant in the unit is responsible for the breakage or damage.

Other Description (Room, Appliances Provided, Utilities, etc.) Un-furnished, stove, refrigerator, washer/dryer (if applicable), dishwasher (if applicable), trash removal, utilities included as listed in Section 10 of this lease.

1. **TERM:** The Tenant’s right of possession and the term of this Lease Contract shall begin at **3:00PM** on the **5th** day of **August, 2014** and shall end at **11:00AM** on the **29th** day of **July, 2015**. Any given calendar month in which Tenant is entitled to occupancy for twenty-eight (28) days or more shall be counted as a full month for the purposes of this Lease Contract, including without limitation proration of rent, or other monthly fees to be paid to Landlord. For more details on proration see “Rent Payments” in Article II Rules and Regulations. Tenant understands that if he moves out before this time or fails to move in, he is responsible for finding someone suitable to Landlord to take over the Lease Contract, and that if he does not do this, he is responsible for all rent until a suitable substitute Tenant can be found. The Lease Contract runs for a specified period of time. If Tenant breaks this Lease Contract, he will be expected to pay and comply with the following: 1) All rent except as stated in Article II, Section 42, “Tenant’s Default”; 2) Advertising costs; 3) \$250.00 for Landlord’s time and effort in the releasing of the dwelling unit (this includes answering the phone and showing the dwelling unit); 4) Any damage that must be repaired to make this dwelling unit rent-ready; 5) Cost of re-renting the dwelling unit after breach by Tenant; 6) All other terms and conditions of this Lease Contract; and 7) Article II Section 34, “Vacating and Checking Out”, of this Lease Contract. Tenants that hold over past the end of the rent term create a tenancy-at-will and shall pay rent at the rate of one hundred fifty dollars (\$150.00) per day or part of a day until the dwelling unit is vacated. See “Holdover” in Article II, Rules and Regulations for more details. **BREAKING THE LEASE IS COSTLY!**

It is expressly understood that this Lease is for the entire Term regardless of whether Tenant is transferred, ceases to be enrolled in a College or University in Boone, North Carolina, or is unable to continue occupying the Apartment Unit for any other reason. Accordingly, Tenant’s obligation to pay the Rent (as hereinafter defined) hereunder shall continue for the entire Term of this Lease until all sums due Landlord hereunder have been paid in full.

2. **MONTHLY RENT:** As rental Tenant shall pay a monthly sum of **\$XXX.00** payable monthly in advance on or before the **FIRST** day of the month for which rent is due to the designated office of **THE WINKLER ORGANIZATION, P.O. BOX 2675, BOONE, NORTH CAROLINA 28607**, and post marked by the first day of the month. **NO CASH WILL BE ACCEPTED FOR RENTAL PAYMENTS UNLESS CHECK WRITING PRIVILEGES ARE SUSPENDED.**

3. **ADMINISTRATIVE FEE:** Prior to taking occupancy and possession of the dwelling unit, Tenant agrees to pay an administrative fee of **\$200.00** for the first 30-day period of Tenant's Lease Contract. This is in addition to the Tenant's regular monthly rent as stated in Article I, Section 2 of this Lease Contract. ADMINISTRATIVE FEE IS NOT REFUNDABLE AND LANDLORD CAN USE IT FOR WHATEVER HE WANTS, JUST LIKE THE MONTHLY RENT.

4. **SECURITY DEPOSIT:** Tenant agrees to pay Landlord a security deposit in the sum of **\$XXX.00** and Landlord shall hold this deposit as security during the term of this Lease Contract or until Tenant terminates occupancy. Said deposit may be used for any of the purposes as are set forth in North Carolina General Statutes 42-51. Landlord agrees to refund to Tenant the security deposit in full, less any damages or costs, within thirty (30) days after the termination of this Lease Contract. This Lease Contract is made, delivered and accepted with the understanding that should damages or costs for repairs exceed the amount of the deposit, then and in that event Tenant does hereby agree to pay such additional damages or costs within thirty (30) days after vacating the dwelling unit. After charges are assessed, Tenant will receive whatever balance is owed to Tenant. Also, Tenant understands that if there is any breakage or damage during the course of Tenant's occupancy and the items(s) need to be repaired, Tenant is then responsible for the cost of repair or replacement at that time. **THE TENANT SECURITY DEPOSIT SHALL BE DEPOSITED IN AN ESCROW ACCOUNT WITH Highlands Union Bank LOCATED AT 1013 Highway 105 Boone, NC.**

5. **LATE CHARGES:** Rent is due in full on the first day of each month by 4:00 pm and that is when Landlord expects to be paid. Rent is **LATE** if not paid by 4:00 pm on the first day of each month. Rent received before 4:00 pm on the sixth (6th) day of the month in which it is due will not be penalized with a late charge. After 4:00 pm on the sixth day of the month, a late charge of five percent (5%) of the monthly rental amount (as stated in Article I, Section 2 of this Lease Contract) or fifteen dollars (\$15.00), whichever is greater, will be incurred and added to the total of the past due rent.

If the sixth day of the month falls on a Saturday, Sunday, or a holiday observed by the Landlord, the Rent must be placed in the designated rent drop box prior to the opening of the first business day following the weekend or holiday; otherwise the Rent will be considered received on the opening of the next business day and late fees may accrue if that next business day is after the sixth (6th) day of the month. Acceptance of Rent after the due date shall not be considered a waiver or relinquishment of any of Landlord's other rights and remedies.

If the Rent is mailed, the late charge will be applied to any Rent received by mail after the sixth (6th) day of the month in which it is due. To ensure timely payment by the first day of the month, please mail the Rent by the 20th day of the previous month.

Tenant acknowledges that any Rent received by Landlord will be first applied to any outstanding charges (such as late charges, returned check charges, damages) incurred by or on behalf of Tenant prior to applying the same to the current monthly Rent regardless of whether or not Tenant has made notations on the payment instrument and regardless of when the obligations came about. Partial payments of rent will not relieve Tenant of late charges. If the payment tendered by Tenant fails to cover the total charges outstanding, then Tenant shall immediately pay the difference, plus any late charge incurred by virtue of Tenant's failure to timely pay all sums due from Tenant to Landlord.

Check writing is a privilege that the Landlord may suspend or discontinue at any time and require Tenant to make payment with a money order. There will be a twenty dollar (\$20.00) handling fee for any check for each time it is refused payment by any bank. Also, if Tenant's check is refused for any reason by a bank or on whomever it is drawn, it is the same as if Tenant has not paid rent on time and Tenant will be responsible for paying any late charges that are charged for late payment. These terms also apply to any payment made electronically.

6. **GUESTS AND ASSIGNMENTS:** Tenant shall not assign, sublet, or otherwise transfer his interest in this Lease Contract, or any part thereof, without the prior written consent of Landlord. Provided written consent is received from Landlord, Tenant must (a) leave his deposit on account with Landlord; and (b) remain liable for all rent payments. This means that the original Tenant is responsible for making all rent payments in a timely manner. Tenant is responsible for collecting rent from the sublessee, assignee or transferee. The security deposit will be used to cover any damages done by the sublessee, assignee, or transferee, and Tenant is liable for any damages in excess of the security deposit. Tenant is responsible for any default by the sublessee, assignee or transferee and for collecting any monies owed by them. Current Tenant(s) and/or sublessee, assignee or transferee agree to pay a re-leasing fee of three hundred dollars (\$300.00) due upon signing of lease.

The dwelling unit shall be used for residential purposes only and occupants of the dwelling unit shall be limited to **1 guest per tenant**. Tenant shall not allow or permit the dwelling unit to be occupied or used as a residence by any person other than those parties specified in this Lease Contract. If the dwelling unit is occupied as a residence by person(s) other than the authorized, then Tenant is subject to a fine(s) as stated in the Rules and Regulations in Article II for this violation and can be held in default of this Lease Contract.

Tenant may receive door keys and mailbox keys, which Tenant acknowledges are for Tenant's personal use and Tenant agrees to not pass along such items to third parties and to keep such items confidential. Tenant shall be held responsible for any death, injury, damage or loss sustained by any person because of Tenant's negligence in passing along such items to any third party and not keeping such items

confidential. Any duplicates of such items must be made by Landlord only, at its sole and absolute discretion. If any such item is lost or stolen, Tenant must promptly notify Landlord and Tenant will be charged a replacement fee for each such item replaced.

7. **RENTAL APPLICATION:** Tenant agrees to submit a rental Application in connection with this Lease Contract. Tenant acknowledges that the Landlord has relied upon the Application as an inducement for entering into this Lease Contract and Tenant warrants to Landlord that the facts stated in the Application are true to the best of Tenant's knowledge. Tenant also agrees to update the information provided on the Rental Application at any time during tenancy when changes occur. If any facts stated in the Rental Application prove to be untrue, the Landlord shall have the right to terminate the tenancy and to collect from Tenant any damages resulting therefrom, Rules and Regulations, Article II, Section 42. Tenant agrees to pay Landlord a Forty dollar (\$40.00) application fee prior to signing Lease Contract.

8. **RENTAL GUARANTEE:** Tenant agrees to provide Landlord with a Rental Guarantee due prior to signing of Lease Contract. Tenant understands that person(s) signing this guarantee will be responsible for Tenant's payment(s) upon default by Tenant.

9. **OCCUPANCY:** Tenant understands and accepts that tenant maybe moving into an occupied unit, and as such the room tenant will occupy may not have been cleaned or painted. Tenant agrees that if there are any necessary repairs to the unit or individual room, that tenant will notify Landlord within five (5) days of the effective date of the lease.

10. **UTILITIES:** EACH APARTMENT UNIT RECEIVES A POWER AND WATER & SEWER "UTILITY ALLOWANCE" PER BILLING CYCLE BASED ON THE NUMBER OF BEDROOMS IN THE APARTMENT UNIT AS LISTED BELOW (with the exception of the properties noted below as "all-inclusive utilities"). All allowances are per unit. This allowance is not necessarily intended to cover the utilities for the unit in its entirety, and should be noted as such. Any balance incurred above and beyond the allowance is divided equally among the number of tenants in the unit and applied to rental accounts accordingly.

Water & Sewer Allowance: 4 BR = \$60; 3 BR = \$48; 2 BR = \$34; 1 BR/Efficiency = \$21

Power Allowance: 4 BR = \$55; 3 BR = \$50; 2 BR = \$45; 1 BR = \$40; Efficiency = \$35

Gas Allowance: Amberleigh Way = \$25; Ridge View = \$50

All-Inclusive Utilities Properties: Boone Hall, East Village, Forrest Edge Townhomes, Holmes View Manor, 494 Lofts

Utilities Fully Included in the Monthly Rent, as noted by Property:

High Speed Internet: Appalachian Manor, Boone Hall, East Village, Forrest Edge Townhomes, Holmes View Manor, Pine Ridge Condo, Wilcox Warehouse, 494 Lofts

Basic Expanded Cable TV: Amberleigh Way, App Manor, Boone Hall, Cardinal I Apartments, Green St. Triplex, East Village, Forrest Edge, Holmes View Manor, Pine Ridge Condo, Steeplechase Hardin Street, Pine Street, Howard Street and Wood Circle, Steeplechase Straight Street, Vineyard Apartments and Townhomes, Wilcox Warehouse, Winkler Adams, 494 Lofts

Trash Pickup: All Properties

11. **GROUNDS AND TRASH:** Landlord is responsible for lawn and grounds maintenance. Landlord has placed dumpsters or trash containers on each property. Tenant agrees not to throw trash on the grounds or to place trash on decks, porches or outside his/her door. Landlord will charge a fee of ten dollars to two hundred dollars (\$10.00-\$200.00) for removing any trash or debris that is not properly disposed of in the containers provided for Tenant by Landlord. **TENANT UNDERSTANDS THAT LANDLORD IS NOT RESPONSIBLE FOR SNOW AND ICE REMOVAL.**

12. **INVENTORY:** Tenant acknowledges receipt of the furnishings (appliances, fixtures, etc.) listed in the Move-In Inspection Checklist in the condition stated therein, which is attached hereto, upon occupancy as a part of this Lease Contract. See the Rules and Regulations, Article II, for additional conditions relative to inventory and furnishings.

13. **PETS:** Tenant agrees that at no time shall any animal or pet of any kind, including, but not limited to dogs, cats, birds, and snakes, be kept or harbored in or about the dwelling unit by Tenant or his guest(s) for any period of time. Tenant agrees that he is responsible for paying a fine that can range from a minimum of three hundred seventy-five dollars (\$375.00) or more up to one month's rent and that his occupancy may be terminated for having an unauthorized pet, all as is stated in the Rules and Regulations, Article II, of this Lease Contract.

14. **NOTICES:** Notices may be served upon Tenant via cellular text, email, in person, by Certified Mail, or by posting the notice on Tenant's door, at the address of the dwelling unit, whether or not said notice or mailing is accepted by Tenant. The Landlord's primary form of communication is via cellular text and email. Tenant agrees to provide Landlord with accurate and current cell phone number and email

address and update Landlord immediately with any changes, acknowledging that Landlord is not responsible for notices not received by Tenant as a result of outdated or inaccurate contact information, namely cell phone number and email address. Notices may be served upon Landlord by Certified Mail at the address to which rental payments are mailed.

15. **PARKING:** Tenant(s) agree to park no more than 1 car(s) on the dwelling lot and acknowledges receipt of 1 visitor permit(s) upon occupancy. Visitor permits are per Unit. Tenant agrees to abide by any parking policies, rules, signs and regulations that apply to Tenant's dwelling parking lot. Tenant agrees to display parking decal on the driver's side rear windshield. In the event that the rear windshield is darkly tinted, so as to obscure visibility, the parking decal may be placed on the driver's side front windshield. The Visitor permit (if applicable) in the form of a plastic rear-view mirror hang tag must be hanging and clearly visible at all times. Tenant agrees to display parking decal as instructed and agrees that for such violation of any parking regulations in force, including, but not limited to, failure to display decal, Tenant's vehicle and the vehicles of the Tenant's guests and invitees may be subject to wheel lock or towed at Tenant's expense.

16. **SEVERABILITY:** In the event any portion of this Rental Contract is, for any reason, unenforceable or invalid under any applicable law, such provision shall be deemed void and the remainder of this Rental Contract shall continue to be fully valid.

17. **RECEIPT:** Each of the parties acknowledges receipt of a copy of this Lease Contract. Further, Tenant(s) guest, agents, and his family, agrees to comply with the Rules and Regulations in Article II, a copy of which is located at www.winklerorganization.com, and made a part hereof as if fully set out herein. The Landlord may make changes to the Rules and Regulations, and, upon notification to Tenant of such changes, such amended Rules and Regulations shall be deemed as equally binding upon Tenant and Tenant's guests and invitees as if originally set forth herein. Tenant also agrees that, if the dwelling unit in which he lives is governed by a condo or property owner's association, that he will also abide by any rules and regulations they have. This Contract shall be binding upon and inure to the benefit of the Landlord, his heirs and his successors in interest and assigns.

18. **RELOCATIONS:** Prior to Tenant taking occupancy and moving in dwelling unit under the terms of this Lease Contract, Landlord shall have the right to substitute other premises ("Other Premises") in the same complex in which this dwelling is located for the premises originally named herein, or previously substituted under this provision. The other premises shall be comparable in size to the original or previously substituted premises. Landlord shall give Tenant at least one day prior notice of the substitution of the Other Premises for the original or previously substituted premises, which notice shall describe the location of the Other Premises. In the event of damage to the dwelling unit by fire, flood, etc., Landlord has the option of relocating Tenant to a comparable alternative dwelling unit, in this or another location, until Tenant's dwelling unit is repaired or Tenant(s) Lease Contract expires, whichever is first.

19. **ENTIRE AGREEMENT:** This Lease Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein in writing except as pertains to any representations made by Tenant to Landlord as inducement for Landlord to enter into this Lease Contract and to accept Tenant as a Tenant hereunder, which said representations are specifically incorporated herein, and except for the Rules and Regulations in Article II, the Move-In Inspection Checklist, and any other written addendum hereto (if applicable) all of which are made a part hereof. All changes, additions or deletions hereto must be in writing signed by all parties, and failure of either party to abide by this provision shall not be a waiver or release of this provision in the future.

20. **CLEANING SERVICES:** Landlord, its employee, agent, representative, or subcontractor, may clean the Leased Premises which shall include from time to time at Landlord's sole discretion: the kitchen, bath(s), and common areas of each apartment 6 or more times during the lease term. Tenants will be informed of the cleaning schedule (including the frequency of cleaning, and estimate dates and times) and related cleaning policies to be established at Landlord's sole discretion within 10 days of taking possession of the Leased Premises as set forth herein. Tenant hereby grants Landlord the right of reentry and consents to Landlord's entry into Leased Premises for the purpose of cleaning same as set forth herein subject to the schedule and policies to be provided to Tenant. All cleaning and changes to the cleaning schedule shall take place at Landlord's sole discretion and direction. Tenant hereby releases Landlord from any and all damages or liability arising from entry upon the Leased Premises by Landlord, its employee, agent, or representative, except for damages resulting from willful misconduct or gross negligence by Landlord. Landlord's rights to enter the Leased Premises and clean same as described herein and in the schedule and policies provided to Tenant shall in no way affect Tenant's obligations under this Lease to keep the Leased Premises in a clean condition and to clean the Leased Premises upon vacating same, including, *without limitation*, Tenant's obligations in Article II Subsection 4 of Section 34, titled "Vacating and Checking Out."

21. **VENUE:** In the event there is a court action filed regarding this lease, the Landlord and the Tenant(s) agree that Watauga County, North Carolina shall be the venue for the hearing of any action.

22. **NOISE:** Landlord is not and cannot be responsible for noise or disruptions associated or originating with uses made of adjacent and neighboring units, apartments, or other spaces by people or businesses. Tenant acknowledges and accepts that Tenant's unit may be in a mixed-use building, and, as such, may be subject to noise and disruptions from a variety of sources including without limitation,

frequent visitors or patrons (including in the morning and late at night), waste pick-up, restaurant or other business operations. In no event, will Landlord be responsible for eliminating or minimizing noise, and Tenant shall have no right to terminate this Lease as a result of noise issues.

23. RELEASE OF LIABILITY AND INDEMNIFICATION: Neither Landlord nor Agent shall be liable for any personal conflict of Tenant with co-tenants, Tenant's guests or invitees, or with any other tenants that reside at the Apartments. Therefore, a conflict between tenants does not constitute grounds for Tenant to terminate this Lease. All personal property placed or kept in the Apartment Unit, or in any storage room or space, or anywhere on the adjacent property of Landlord shall be at Tenant's sole risk and neither Landlord nor Agent shall be liable for any damages to, or loss of, such property. Tenant is encouraged to secure apartment-dwellers', renters' or similar insurance to cover any damage or loss to personal property kept by Tenant in or about the Apartment Unit, and neither Landlord nor Agent shall have any liability with respect to the same.

24. USE OF APPARTMENT UNIT; COMPLIANCE WITH LAWS AND SCHOOL REGULATIONS: Tenant shall use and occupy the Apartment Unit as a private residence and for no other purposes whatsoever. Tenant agrees to abide by all applicable ordinances, codes, rules, regulations, and laws and to avoid disruptive behavior or conduct. Tenant shall not use or permit the Apartment Unit to be used in any manner that could or does result in any damage to the Apartment Unit. Additionally, if Tenant is a full or part-time student at a university or college, then Tenant also agrees to obey the rules and regulations outlined in that particular institution's student code of conduct or similar instrument(s), and failure to do so may, in Landlord's sole and absolute discretion, be deemed to be a breach of this Lease by Tenant.

25. ACKNOWLEDGEMENT: TENANT HEREBY ACKNOWLEDGES THAT TENANT HAS READ THIS LEASE, THE RENTAL APPLICATION, THE RULES AND REGULATIONS, AND ANY EXHIBITS DESCRIBED HEREIN. TENANT UNDERSTANDS THAT THE RULES AND REGULATIONS, LOCATED AT www.winklerorganization.com, MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE APARTMENT UNIT AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS OF THE APARTMENT UNIT, AND AFFIRMS THAT TENANT WILL, IN ALL RESPECTS; COMPLY WITH THE TERMS, CONDITIONS, COVENANTS AND PROVISIONS OF THIS LEASE. TENANT ACKNOWLEDGES THAT THIS LEASE IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST TENANT IN ACCORDANCE WITH ITS TERMS, CONDITIONS, COVENANTS AND PROVISIONS. TENANT SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS LEASE OR RELATED DOCUMENTS IS NOT CLEAR OR OTHERWISE UNDERSTOOD BY TENANT.

Landlord: **THE WINKLER ORGANIZATION, INC.** By: _____ (Seal) Date: _____
THE WINKLER ORGANIZATION REPRESENTATIVE

Tenant: _____ Signature: _____ Date: _____

Tenant Social Security Number: _____ (Required)