Contact Information

THE WINKLER ORGANIZATION

215 Boone Heights Drive, Suite 100
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Boone, NC 28607

Website	**www.winklerorganization.com**
Email	**info@winklerorganization.com**
Phone	**828-262-3431 or 828-262-3488**
Fax	**828-262-3432**
Emergency	**828-406-9961**
Hours	**Monday – Friday** **8:30 A.M. – 5:00 P.M.**

POLICE EMERGENCY – 911

Non-Emergency 828-268-6900

FIRE EMERGENCY – 911

Non-Emergency 828-268-6180

HELPFUL NUMBERS:

Spectrum Internet:	833-949-0036
SkyLine SkyBest	828-963-1350
New River Light & Power:	828-264-3671
Town of Boone Water & Sewer:	828-268-6220
Republic Services (Trash Pick-Up):	828-264-3689
LMS Parking (24 hour):	828-434-6454
Boone Post Office:	828-264-3813
ASU Post Office:	828-262-2242

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1. AFTER HOURS EMERGENCIES

If you have an after hours maintenance emergency (see below for examples) please call 828-406-9961, which is the after hours emergency phone line for The Winkler Organization.

Other emergency numbers for the Police and Fire Department are listed in the front of this booklet.

2. AN EMERGENCY IS:

a. Gas Leak
b. Water flooding or streaming into the unit
c. No heat during winter months
d. No water

3. MOVE-IN INSPECTION CHECKLIST

Before you move into your unit, it will be cleaned, painted, 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 thirty (30) days after move-in.

When you move in, you will be provided a move-in inspection link to be completed online and submitted within five (5) days.

Carefully inspect the condition of your unit and its contents. This protects you from being charged for damages. It is your responsibility to request this link if you are not given one. **It is for your protection!**

4. RENT PAYMENTS

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 (6^{th}) 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 fee will be charged of up to five percent (5%) of the monthly rental amount at Landlord's discretion. 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. If paying by check, be sure to make the check payable to the property in which you live and include your name and unit number in your check memo. You may also pay your rent online with the provided invoice sent to you each month. In any given calendar month in which you are entitled to occupancy for twenty-eight (28) days or more, it shall be counted as full month for the purposes of this Lease Contract, including without limitation proration of rent and other monthly fees paid to the Landlord (monthly amount). There is a $20.00 charge for payments that are returned due to insufficient funds, which will be charged to Tenant's account.

In any given calendar month that the Lease Contract entitles you to less than twenty-eight (28) days of occupancy, the final monthly value due will be figured by the following formula:

1) When the Lease Contract entitles you to twelve (12) days or less of occupancy, or between sixteen (16) and twenty-seven (27) days of occupancy, the prorated monthly amount is calculated by dividing the regular monthly amount due by thirty (30), then multiplying that answer by the number of days of occupancy to which you are entitled. The answer is what is due to the Landlord for that month.
2) Exception: you owe one-half (1/2) the normal amount in any given month that your lease entitles you to thirteen, fourteen, or fifteen days of occupancy.
3) **No cash will be accepted for rental payments; (checks money orders or online payments only).**
4) Each person is responsible for paying their portion of the rent.
5) Late fees, if due, are not prorated, but are up to five percent (5%) of the rental amount, but no less than $15.00 per late payment, at Landlord's discretion.

If you are in default of this Lease Contract because of non-payment or partial payment of rent, the Landlord may at his option decide not to accept any full or partial payment of rent until your occupancy is terminated and you have vacated as Is stated in Article II, Section 41 – Tenant's Default of this Lease Contract. If the Landlord agrees to accept your rent after legal action has been initiated, you must:

1) Pay the full amount owed.
2) Pay all rent, late charges, fees, utility charges, fines, damages, services, repairs, maintenance or replacements that are owed to the Landlord.
3) Pay the fee for filing the eviction or complaint for money papers.
4) Pay the Landlord's Attorney's or Agent's Fee of a minimum of $250.00 for Small Claims Court or at least $750.00 or more for District Court.

PLEASE PAY YOUR RENT ON TIME!

5. 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 Contract shall not be construed as a waiver of subsequent breaches or conditions. Any money due to you by the Landlord may be applied first against any money due to the Landlord by you.

6. MISCELLANEOUS

In addition to said rent, you agree to pay any charges due, when due; electricity, water, internet, cable fines, or damages, and any 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. (See Section 12).

7. RECEIPT

The Lease Contract 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 online payment receipt or 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, money order receipts, or online banking transactions in case you ever have to prove payment.

8. KEYS

Each tenant is provided a dwelling key and mailbox key when you move in. Please be careful with your keys; if you lose them, the Landlord may have to change the locks at your expense. You agree to return all original stamped keys, plus any copies that have been made to the Landlord upon vacating the dwelling unit.

If you lock yourself out, please don't tear off or bend the screens or try to break in. Come by the Landlord's office and they will 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, windows, window frames, doors, door frames, or locks.

If you lock yourself out and need the Landlord to come and let you in after office hours, you will be charged **$175.00** each time. If you come by the office during office hours and borrow a key, there will be no charge. The emergency number is 828-406-9961. **Be careful with your keys!**

9. REPAIRS

Please report damage and breakage to the Landlord's office at once. The Landlord will attempt to repair it. If something still isn't working properly after it has been repaired, please submit a NEW service issue request through your Resident Login. Maintenance will repair it within 48 hours unless further action is needed. 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.

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 negligence misuse or improper operation.

10. MAINTENANCE

You agree to maintain the dwelling unit, grounds and property in as good condition 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 stated 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.

All requests for maintenance must be submitted through your Resident Login at https://winko.twa.rentmanager.com/

11. PLUMBING SYSTEM

Leaking pipes, faucets, toilets, or continuously running toilets should be reported to the Landlord's office immediately. 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, nor dispose of grease outdoors. 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 (See Section 6).

BE CAREFUL WHAT YOU PLACE IN THE DEWER OR DRAINAGE SYSTEM!

12. 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 15th through April 15th. Christmas break/vacation is a common time for pipes to freeze. When you leave your unit for the Holidays, leave the heat on to at least 60 degrees so it is high enough to keep the unit warm. Also, open the cabinet doors below the sinks in the kitchen and bathroom(s) for heat circulation.

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

13. CURTAINS, DRAPES AND BLINDS

You are welcome to use any blinds that are in the dwelling unit when you move in. These have been left up by previous tenants. 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 property of the Landlord unless when removed the holes are left properly filled with sheetrock filler.

EXCEPTION: Blinds are provided and maintained ONLY at 1850 Residences.

14. PARKING

Each dwelling has a designated number of parking spaces shown on the Lease Contract. Please use only the number of spaces assigned to you. 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, parking permits are issued for each property, if applicable. Any cars parked without a permit are subject to being fined, immobilized and/or towed at the owner's expense. Parking policies are strictly enforced in order to ensure you of the number of spaces assigned to you on your Lease Contract. It is your responsibility to notify anyone (visitor, friend, parent, tenant, etc.) of the parking policies for your parking lot. Visitors will be fined, immobilized and/or towed at the owner's expense if they do not have the proper visitor tag correctly displayed in their vehicle. **If lost, Visitor passes will <u>NOT</u> be replaced.** It is the Tenants' responsibility to keep up with Visitor Passes.

You agree to abide by parking policies, rules, signs, and regulations that apply to your dwelling's parking lot(s). 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 fined, immobilized, and/or towed. **There will be no exceptions to parking policies and signs, so please do not request an exception.** Due to limited parking, the Landlord must also require that you park boats, trailers, campers, or vehicles other than cars or small trucks elsewhere unless you have the written permission of the Landlord. If your vehicle hinders access to the trash dumpster area, it may be fined, immobilized, and/or towed at the vehicle owner's expense.

15. 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 your dwelling unit cleaned by a housekeeper at your expense. You will pay the bill for such cleaning promptly.

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

a. Housekeeping Service

According to Section 20 of the Residential Lease Contract, the Leased Premises shall be cleaned six (6) or more times during the lease term. This service is **MANDATORY.** The following items/rooms will be cleaned:

KITCHEN

- Stove top/oven/vent hood
- Refrigerator (areas accessible)
- Dishwasher (if applicable)
- Built-in Microwave (if applicable)
- Cabinet Exteriors
- Kitchen Sink & Countertops
- Sweep & Mop

BATH

- Tub
- Sink
- Mirror
- Toilet
- Sweep & Mop

COMMON AREAS

- Vacuum and/or Mop

The Landlord wants this service to be as profitable to you as possible, so please be sure that all areas listed above are accessible. This means floors cleared of debris, bathroom doors unlocked (and bedroom door unlocked to access bathroom, if needed), countertops, stoves, and sinks cleared, etc. Housekeeping staff will not be able to clean if areas are not accessible and free of clutter.

16. PARTIALLY TURNED UNITS

When moving in a partially turned unit (where some roommates have renewed in the same unit rather than moving out) please be aware that while The Winkler Organization does its best to get everything ready for incoming Tenants, it is often difficult to complete work around remaining Tenants and their belongings. Your individual bedroom and bathroom will be cleaned and painted (shared bathrooms will be attempted to be complete), but please be aware we make no guarantees on the condition of the common areas of the apartment. We cannot control the cleanliness of the Tenants currently residing in the unit and are often unable to clean the unit to the standard we would like.

17. COMMON AREAS

You are renting the interior of your dwelling unit; the exterior of your dwelling unit is considered limited common area and may consist of walkways, stairways, hallways, porches, decks, balconies, parking lots, yards, 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 recreation, sunbathing, and relaxation as long as you do not disturb the neighbors or violate the terms and conditions of your Lease Contract. 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.

PARTIES ARE STRICTLY PROHIBITED! (See Section 30).

All tenants of all dwelling units within a building or complex are jointly liable for, and agree to keep the common areas, including all walkways, stairways, hallways, porches, decks, balconies, parking lots, yards and grounds clean and free of rubbish, trash, litter, garbage, bottles, cans, papers, etc. and in a presentable condition at all times. Do not set your garbage outside your front door to be disposed of later. (See Section 26). You are renting the interior and not the exterior of the dwelling unit, and items found outside the dwelling unit can be immediately confiscated and taken to the county dump. This includes items such as grills, tires, garbage, refuse, towels, rugs, brooms, and wastebaskets. You will be responsible for paying for the time and equipment it takes to have said items removed from the dwelling unit, grounds, or premises (minimum of $100). It is very important to The Winkler Organization that our properties look good at all times.

18. 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-type 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 command strips. However, it is important that they are removed properly to ensure no damage is done to sheetrock when removing the strips. Be sure to pull down on the strips completely to remove

with no damage! Do not attempt to affix posters to the wall with any type of gummed tape, especially scotch tape. If tape, tape residue, or torn sheetrock paper is found, you will be charged for damages.

19. AUTO REPAIRS

No auto repairs are allowed at any of the dwelling units. This includes changing of oil filters, lubricating, washing your car, 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 violation, the car will be towed at your own expense.

20. LIGHT BULBS

The Landlord furnishes working light bulbs when you move into a turned 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 your lease expires.

20. SHOWER & 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 walls or doors. Fiberglass tubs and showers should only be cleaned with liquid cleansers such as Soft Scrub by Clorox or other recommended fiberglass cleansers. Powdered cleansers such as Ajax, Comet, etc. will damage the fiberglass surface and should not be used.

21. FIXTURES, APPLIANCES, ETC.

Any fixtures, appliances, furnishings, or equipment that are shown on your move-in inspection (inventory list) for your dwelling unit at the beginning of the Lease Contract, are to be considered part of the premises. You are responsible for any damage that occurs to the fixtures, appliances, furnishings, or equipment during the term of your Lease Contract except ordinary wear and tear. The condition of the fixtures, appliances, furnishings, or equipment is as stated on the move-in inspection (inventory list) completed at the beginning of your Lease Contract. See Article II, Section 3.

It is further understood that if damage occurs 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 we will attempt to make repairs. 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. The Landlord will pay the cost of keeping any fixtures, appliances, furnishings, or equipment in good working order and for replacement when they wear out. You should be careful not to overload shelves and the crisper drawers in the refrigerator and freezer.

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

22. ALTERATIONS

You agree not to paint or paper or make any alterations, installations, redecoration, or repairs of any kind to the dwelling. You may not alter any lock or install a new lock without the written consent of Landlord. The Landlord will retain a 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 may install a bedroom keyed lock on your door. You must provide the office a copy of the key and replace the original lock when you move out. Should you fail to remove your purchased lock and reinstall the original lock upon move out, you may be charged labor for our staff to do so.

23. PROHIBITED

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

1. Dartboards
2. Skateboarding is not allowed on grounds or premises of the dwelling unit. This includes parking lots and driveways.
3. Climbing on roofs, trees, or railings.
4. Outdoor grills, including but not limited to, charcoal grills and gas grills. Grills are not to be stored on decks, balconies, or walkways at any time. Fire laws prohibit these on property. (See Section 32).
5. Signs in dwelling unit windows. This includes posters, lettering or signs, whether inside or outside, and stickers. Also, any objectionable items visible through windows. The Landlord has the final say on what is objectionable.
6. Guns or any type of firearms.
7. Fires or bonfires of any kind unless you have an inside fireplace in which fires are permitted. Be careful of ash disposal.
8. Plastic is NOT to be put up over the inside or outside of your windows or doors without written permission of Landlord.
9. Window air conditioner units.
10. No waterbeds shall be allowed in the dwelling unit.

If you violate the terms of this Lease Contract, you are subject to a fine that can range from a minimum of $100.00 up to one months' rent per person. The exact amount of the fine is set at the discretion of the Landlord and is payable to Landlord for each violation. Each day is considered a separate violation.

24. FIRE PROTECTION EQUIPMENT

You are provided with a smoke alarm and most units have a fire extinguisher in each unit or one is located on each level of the dwelling. 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.

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. Then call the Landlord even if you think the fire is extinguished. If the fire extinguisher is discharged, it is your responsibility to notify the Landlord that it needs to be recharged.

25. 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 may 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, 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.

26. 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 placed on porches or decks. The Landlord will charge you a fee of **$100.00 up to one months' rent** for removing any rubbish that is placed 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 such health hazards. Don't subject yourself or your neighbors to these problems. Dumpsters are close by, please use them!

27. PETS

YOU ARE NOT ALLOWED TO HAVE PETS/ANIMALS OF ANY KIND IN OR NEAR THE DWELLING UNIT & ITS PREMISES. This not only includes you, but your friends as well. Please ask them to leave pets at home 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 the Landlord's property. If you violate the terms of this Lease Contract in regards to pets, you are subject to a fine that can range from a **minimum of $375.00** up to one month's rent. The exact amount of the fine is at the discretion of the Landlord and payable to the Landlord for each violation.

You will be considered to be in violation if any of the following is 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 furniture, carpet or dwelling, pet hair, 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 Lease Contract constitutes a basis for termination of your occupancy.

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

28. EMOTIONAL SUPPORT ANIMALS

It is important to understand that if you are moving into a multi-bedroom unit, that while we do not allow pets in any of our properties, there is a chance one or more of your roommates may require an Emotional Support Animal with proper documentation, which could occur at any point during the year. If you have strong allergies or aversions to animals, it is best to look into single bedroom options. The Winkler Organization will assist with relocation if and when possible, but typically is 100% leased at all times.

If you have an approved Emotional Support Animal, they are to remain in your designated bedroom. ESA's are not allowed to visit other Winkler properties. Likewise, your friends and guests are not allowed to bring their Emotional Support Animals into your unit. If you are found to have an animal in your unit at any time that is not your own approved Emotional Support Animal, it will be deemed an unapproved pet, and as such a pet fine will be issued.

To request an Emotional Support Animal, please email info@winklerorganization.com to submit your written request. Please note, certificates of any kind will not be accepted and will be denied. **NO ANIMAL IS AUTHORIZED WITHOUT LANDLORD'S WRITTEN ACCEPTANCE.**

29. 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. In addition, you should avoid making noise that annoys the neighbors such as exercising, singing, or bouncing a ball.

You are not allowed to play or practice musical instruments of any kind in your dwelling unit or on the premises. This includes but is not limited to horns, drums, electric guitars, pianos, organs, etc. 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 **$100.00 up to one month's rent** per time, payable to the Landlord and/or you may have your occupancy terminated. The Landlord determines whether the noise is excessive.

30. 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 in or at 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 violated, 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 per person. The exact amount of the fine is at the discretion of the Landlord as is payable to the Landlord for each violation. Each day is considered a separate violation.

31. OVERNIGHT AND LONGTERM GUESTS

If the dwelling unit is occupied by parties other than those specified on the Lease Contract or written addendum, you are subject to a **$150.00** fine per person, payable to the Landlord 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 to spends an occasional weekend or night. If you have a guest(s) who wants to stay more than an occasional night or weekend, please check with the Landlord for special written permission.

32. BALCONIES AND WALKWAYS

Do not create any health or safety hazards in common areas such as walkways, hallways, balconies, porches, stairways, or parking areas.

1. Balconies, decks, porches, or walkways 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 circumstances for cookouts. Grills are not allowed on the properties. (See Section 23, #4).
2. Do not overload balconies, decks, porches, or walkways. They are to be kept clear of all items.
3. No garbage is to be placed in these areas. (See Section 26).
4. Recycling bins must be kept inside the dwelling unit.
5. Sitting on the railings is prohibited for safety reasons.
6. Please keep bicycles out of balconies and walkways. This poses a safety issue in the event of fire.

33. RENEWING YOUR LEASE

Someone from the Landlord's office will contact you in the fall about the possibility of renewing your Lease Contract. People will start inquiring about rentals for the next year as early as September, 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.

34. TRANSFERRING YOUR LEASE

SUBLEASING YOUR BEDROOM IS NOT PERMITTED AT ANY TIME! If you are found to have subleased your dwelling unit and have an individual occupying the dwelling unit other than the parties specified on the Lease Contract, you are subject to a fine in the amount of **$450.00**, as well as a **$150.00** fine per day that the unauthorized individual occupies the dwelling unit.

You may **TRANSFER** your lease, with the understanding that you are responsible for finding the new tenant to sign for the remaining lease term. Landlord is in no way responsible for aiding in this process. You must provide in writing that you wish to transfer your lease and provide Winkler Org with the new tenant's name that will be taking over the remaining lease term. You will be responsible for the **$385.00** transfer fee, and the new tenant will be responsible for submitting an application (with an application fee of $80, plus $30 for credit check for tenant and lease guarantor) and paying an administrative fee ($315.00) as well as a security deposit. Both tenants are required to pay all applicable fees and sign all leasing documents in order for you to be released from your lease and the new tenant's lease to be considered valid and binding. You are responsible for all rent and associated charges until you receive an email from The Winkler Organization stating that the Lease Transfer process is complete.

Lease Transfers will begin on the first of any given month, unless otherwise specified by the office – **NO EXCEPTIONS.** Lease Transfers are not permitted to be less than three months. For example, May, June and July will be allowed. However, June and July WILL NOT BE PERMITTED. Please email info@winklerorganization.com if you are interested in completing a lease transfer, so we may begin the process.

35. BREAKING YOUR LEASE

The Lease Contract 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 Contract.

If the Landlord is not paid all monies that you owe him, then the Landlord can go to court and get a judgement. A court-ordered judgement is enforceable for ten (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 (7) years. Think twice before you do something that might ruin your credit rating, because a bad credit rating stays with you for 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 Contract. You shall be deemed to have abandoned or vacated the dwelling unit 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 Contract, 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 Article I, Section 1 of the Lease Contract.
3. Go through the check-out procedure with the Landlord and comply with Section 36 of the Rules and Regulations.

If you abandon your dwelling unit, legal action may be taken to see that you fulfill your Lease Contract with the Landlord. **THINK ABOU TIT BEFORE YOU BREAK YOUR LEASE!**

36. VACATING AND CHECKING OUT

Upon termination of the Lease Contract, termination of your right of possession and occupancy, or expiration of the tenancy created by this Lease Contract, 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.

2. Vacate from dwelling unit and premises and remove from there all of your personal property of whatever nature.
3. Perform such duties as are necessary to return the dwelling unit, premises, grounds, and any appliances or fixtures furnished in connection with the dwelling unit, to the same condition as they were at the date that your occupancy began, as stated in the Lease Contract, ordinary wear and tear excepted.
4. Before your lease expires, the Landlord will give you an itemized list of instructions for cleaning your unit for the next tenant. If the unit is not cleaned to the Landlord's standards, any additional cleaning will be deducted from the tenant's security deposit. This checklist is also found on the website.
5. Fasten and lock all doors and windows.
6. Return to the Winkler office, located at 215 Boone Heights Drive, Suite 100, all unit keys to the dwelling, as well as mailbox keys. These must be returned by your lease ending date and time as stated on your Lease Contract as to not incur a charge.
7. Update your email address in your Resident Login to a permanent email address if the current email address on file is your appstate.edu email address. This is where your security deposit refund check will be emailed to, if applicable, and cannot be sent to an appstate.edu address.

37. HOLDOVER

If you stay over past 11:00 AM after the expiration of the term of this Lease Contract, 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 **$250.00** per day or part of a day until the premises are vacated.

38. DAMAGE AND SECURITY DEPOSIT

The Security Deposit shall be held in the manner set forth in the Lease Contract, 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 insufficient 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 email 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 email 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 (6) 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 (6) month period, the Landlord shall not thereafter be liable to you for a refund of the Security Deposit or any part thereafter.

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

39. EMINENT DOMAIN AND CASUALTIES

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

40. 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 Contract. Any personal property at the dwelling unit shall be removed from the premises upon 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.

41. LANDLORD'S DEFAULT, LIMITATION OF REMEDIES AND DAMAGES

No default by the Landlord in the performance of any of the premises or obligations herein agreed to by him or imposed upon him by law shall constitute a material breach of this Lease Contract. You shall have no right to terminate this Lease Contract 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 circumstances shall any defective condition or failure to repair, maintain, or provide any common area, fixture or facility, terminate this Lease Contract or suspend your performance hereunder. This includes, but is not limited to parking lots and other common areas.

In any legal actions instituted by you against the Landlord, whether for partial or material breach of this Lease Contract, 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 Contract 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.

42. MOLD

To minimize the occurrence and growth of mold in the Leased Premises, Tenant agrees to the following:

1. **MOISTURE ACCUMULATION.** Tenant shall remove any visible moisture accumulation in or on the Leased Premises, including walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected areas as soon as possible after the occurrence; use exhaust fans in the kitchen and bathroom when necessary (after showering, leave exhaust fans running for several minutes); keep climate and moisture in the Leased Premises at a reasonable level (this includes using a dehumidifier if you feel there is excess moisture in your dwelling unit).
2. **APARTMENT CLEANLINESS.** Tenant shall keep clean and dust the Leased Premises regularly, and shall keep the Leased Premises, particularly kitchen and bath, clean. Bathroom walls should be wiped down after hot showers/baths to keep moisture/mildew to a minimum.
3. **NOTIFICATION OF MANAGEMENT.** Tenant shall promptly notify management in writing of the presence of the following conditions:
    - A water leak, excessive moisture, or standing water inside the dwelling unit (common area and/or individual bedrooms/bathrooms)
    - Mold and/or mildew growth in or on the Leased Premises that persists after tenant has tried several times to remove it with household cleaning solutions, such as Lysol disinfectant, Tilex Mildew Remover, Clorox, or a combination of water and bleach.
    - A malfunction in any part of the heating, air conditioning, or ventilation system in the Leased Premises.
4. **LIABILITY.** Tenant shall be liable to Landlord for damages sustained to the Leased Premises due to tenant's failure to comply with the terms of this Addendum.
5. **Any mention of organic growth should be reported to the Landlord immediately.**

43. 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 Contract, 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.

44. 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 the Landlord by the Tenant under this Lease Contract 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, terminate this Lease Contract and Tenant's right of occupancy and possession of the dwelling unit with or without terminating this Lease Contract. Regardless of whether the Landlord terminates the Lease Contract and Tenant's right of occupancy and possession without terminating the Lease Contract, 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 the Tenant shall fail or refuse to surrender possession of the dwelling unit, the Landlord shall, in the State of North Carolina, re-enter and retake possession of the dwelling unit through a summary ejectment proceeding.

In the event the Landlord terminates this Lease Contract 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 Contract and all rents for the remaining term and any damage resulting from the Landlord terminates the Tenant's right of occupancy and possession without terminating the Lease Contract, 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 Contract or to recover any sums due hereunder, the Tenant agrees to pay the Landlord's agent or the Landlord's attorney a minimum of $250.00 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 charges.

45. RENTAL CREDIT APPLICATION

As a convenience to you, you may be allowed to sign a Lease Contract for a dwelling unit before your rental and credit application(s) is approved. Also, you may be allowed to sign a Lease Contract before the Landlord has received a Lease Guarantee(s). This Lease Contract is binding unless you are notified by the Landlord that your rental and credit application is not approved. The Landlord, at his option, can terminate this Lease Contract 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 Contract begins. If your credit report or credit history does not meet the Landlord's normal standards, then the Landlord may not approve your application, or request from you either a rental guarantee, last month's rent in advance of occupancy, or the Landlord may require both. The Landlord can also terminate this Lease Contract before you move in if your credit report of credit history does not meet the Landlord's normal standards.

46. MISREPRESENTATION

Any statements made by you to the Landlord in your application to rent are considered as inducements to execute this Lease Contract. Misrepresentations shall entitle the Landlord to terminate this Lease Contract and/or terminate your right of occupancy and possession at any time and to collect from you any damages as stated in Section 44, Tenant's Default.

47. FORM

The Landlord and the Tenant hereby acknowledge that their agreement is evidenced by the Lease Contract in Article I, Rules and Regulations in Article II, and other applicable addenda to the Lease Contract, any of which may contain some minor inaccuracies when applied to the particular factual setting of the parties. The Landlord and the Tenant agree that the courts shall liberally and broadly interpret this Lease Contract, ignoring minor inconsistencies and inaccuracies, and that the courts shall apply the Lease Contract to determine all disputes between the parties in the manner in 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 Contract 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 Contract.
4. Words in the singular shall include the plural and the masculine shall include the feminine and neutral genders, as appropriate.
5. In this Article II of the Lease Contract, use of the pronoun "you" shall mean and refer to the "Tenant."

48. LEGAL EXPENSE AND LANDLORD'S LIEN

You shall pay and discharge at 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 Contract by you. You understand that this means if you are taken to court to collect back rent, damages, or property damage over and above your Security Deposit, you will pay the Landlord's agent or attorney. This 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 your personal property that remains in the dwelling unit and premises after your abandonment of the dwelling unit and premises or termination of the Lease Contract or termination of occupancy as herein provided.

49. INSPECTION

The Landlord may enter your dwelling unit at reasonable times to inspect for your compliance with the terms of this Lease Contract, to 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 times as is necessary. The Landlord may display "for rent" or "for sale" signs on the leased dwelling unit. When possible, the Landlord will attempt to notify the Tenants of any of the above.

50. 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 than 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 Contract, except only such personal injury or property damage caused by the negligent or intentional acts of the Landlord or his agents.

51. AGENT'S AUTHORITY

The Winkler Organization, Inc. as Agent for the owner(s) shall have the authority under this Lease Contract to act as the Landlord on behalf of the owner(s). The Agent or his employees shall not be held liable to the Tenant for any nonperformance of any obligation or promise of the Landlord contained in this Lease Contract, or imposed by law. Upon

termination of such agency, The Winkler Organization, Inc. shall be relieved of all responsibility under this Lease Contract and any successor agent shall succeed to the authority to act as the Landlord previously held by The Winkler Organization, Inc., unless limited by the owner(s). The Law of Agency prevailing in North Carolina shall apply.