



Holton Mountain Rentals

www.HoltonMountainRentals.com

RULES & REGULATIONS

APRIL 1, 2021

ARTICLE II, LEASE CONTRACT (SECTIONS 1-80)

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Abbreviations: Rules & Regulations ("R&R") Article II

1. AGENT'S AUTHORITY: Holton Management, Inc., dba Holton Mountain Rentals ("HMR"), as agent for Property Owner shall have the authority under this Lease Contract to act as Landlord on behalf of Property Owner. The agent or his employees shall not be held liable to Tenant for any nonperformance of any obligation or promise of Landlord contained in this Lease Contract or imposed by Law. Upon termination of such agency, HMR, shall be relieved of all responsibility under this Lease Contract. Any successor agent appointed by Property Owner shall succeed to the authority to act as Landlord previously held by HMR, unless said authority is limited by Property Owner. If HMR's agency is terminated by Property Owner for any reason and HMR does not continue to manage the dwelling unit, then Tenant's use of HMR's online Portal (Portal defined in "Electronic Access" (R&R, Article II, Section 16)) will be terminated at that time. The law of agency prevailing in North Carolina shall apply.

Tenant understands Agent is being compensated in this transaction by the Property Owner and is contractually obligated to protect the interests of said Property Owner while complying with the laws of the state of North Carolina.

2. ALTERATIONS: Tenant shall not paint, paper or make any alterations, installations, repairs or redecorations of any kind to the dwelling unit without written permission by Landlord. **No wallpaper borders or wallpaper of any kind are to be installed by Tenant.** Tenant may not alter any lock, doorknob or install a new lock without the written consent of Landlord. Landlord will retain a key and/or door code to the dwelling unit and any room within a dwelling unit. **If Tenant changes Landlord's lock, Tenant shall pay Landlord \$75.00 per keyed lock or if an electric keypad lock, its replacement cost, plus reimbursement of the labor cost for replacing the lock.** It is further understood that any alterations or additions to the dwelling unit become the property of Landlord; except at the option of Landlord, Tenant may be required to pay Landlord to return the property to its original condition at Tenant's expense. For persons with disabilities, Landlord agrees to allow Tenant to have reasonable modifications and alterations made to dwelling unit and premises, if modification is necessary to allow Tenant full use of dwelling unit and premises. Requests for modification must be in writing. Landlord must approve and agree to any modifications and it will need to be determined who is responsible for paying for the costs of said modifications. At the expiration of the Lease Contract, any modifications or alterations made for such purpose may need to be removed and dwelling unit and premises returned to their original condition at Tenant's expense, unless Landlord agrees to allow them to remain.

3. AMENDMENT TO LEASE CONTRACT AND RULES & REGULATIONS: Landlord reserves the right at any time and, from time to time, to amend the Lease Contract and/or Rules & Regulations and to make such further reasonable changes as in the judgment of Landlord may be necessary or desirable for safety, care, reputation, cleanliness and/or for any other reasonable desirable purpose. Such Lease Contract amendment changes and/or Rules & Regulations changes shall be binding upon Tenant and effective upon Tenant's receipt of a copy thereof. This amendment process is an exception to the requirement in "Entire Agreement" (Lease Contract, Article I, Section 6.1) that all changes, additions or deletions hereto must be signed by all parties.

Waiver by Landlord of any breach of any provision of the Lease Contract and Rules & Regulations by Tenant, or the waiver of the application of any terms and conditions including the Rules & Regulations with regard to Tenant or other tenants shall not be deemed to be a waiver of any terms and conditions including the Rules & Regulations in the future.

4. ASSIGNMENT: Tenant shall not assign, sublet, be released from or otherwise transfer his interest in this Lease Contract, or any part thereof, without the written consent of Landlord. Such consent may be withheld in the sole and absolute discretion of Landlord. If Tenant desires to have his dwelling unit leased to a replacement tenant, sub-tenant, etc. but is unable or unwilling to locate a suitable replacement tenant, sub-tenant, etc. who is willing to pay the original monthly rental amount provided herein, Landlord may at Landlord's option assist Tenant in finding a replacement tenant, sub-tenant, etc. at Tenant's sole cost and expense. However, Landlord does not guarantee that one can or will be found, or that a suitable replacement tenant, sub-tenant, etc. will pay the full rental amount. Tenant authorizes Landlord to negotiate rental amounts and rental periods with replacement tenant, sub-tenant, etc. Even if a replacement tenant, sub-tenant, etc. is found, Tenant will nevertheless continue to be liable for making sure the full rent is paid as stated in the original Lease Contract, if the replacement tenant, sub-tenant, etc. does not pay it. Tenant continues to be liable for all other lease obligations throughout the remaining term of the Lease Contract, and Landlord can continue to hold Tenant's security deposit on account regardless of whether or not the replacement tenant, sub-tenant, etc. is required to pay a security deposit. Landlord shall apply either or both of replacement tenant's, sub-tenant's, etc. security deposit and/or Tenant's security deposit at his discretion to cover any and all damages etc., including but not limited to, unpaid monies that are allowed under Lease Contract.

Tenant, replacement tenant and sub-tenant, etc. are liable and responsible for any damages in excess of any security deposits. To simplify monthly rental payments, Landlord reserves the right to accept rent payments directly from replacement tenant, sub-tenant, etc. Tenant is responsible for paying Landlord any past due unpaid monies, including rent owed by replacement tenant, sub-tenant, etc. to Landlord, unless Tenant has been released from Lease Contract.

The following is needed for Landlord to consider releasing Tenant from Lease Contract: 1) all documentation required by Landlord to release current Tenant; 2) a suitable replacement tenant found that meets the leasing requirements of Landlord; 3) written approval of said replacement tenant by all other Tenants on Lease Contract. Provided these conditions are met, Landlord agrees to give serious consideration to releasing Tenant in writing from Lease Contract. Release would be conditional upon replacement tenant signing a Lease Contract for dwelling unit to take Tenant's place. Said release would also be conditional upon Tenant paying any damages, fees, charges, fines, rents, etc. that are due and meeting all responsibilities under this Lease Contract. If, in order to find a replacement tenant, sub-tenant, etc., and even though Tenant's Lease Contract holds all Tenants jointly and severally liable, the replacement tenant's, sub-tenant's, etc., rent is reduced to a lower rental rate than Tenant's share of the rent after being split with any other Tenants as stated on Lease Contract. Tenant is then responsible for paying the difference between the lower monthly rental amount and Tenant's regular monthly rental amount for the remainder of Lease Contract term. Payment of any difference in rent for the remainder of Lease Contract term is to be paid by Tenant being released, before Tenant is released from Lease Contract.

5. AUTO REPAIRS & PROHIBITED VEHICLES: No auto repairs are allowed at any of the dwelling units. This includes changing oil, filters, lubricating, washing your car, or putting in anti-freeze. (Exception: if the dwelling is a single-family house, car washing is permitted.) Drainage of any automotive fluids in or on the common areas is strictly prohibited and any fluids must always be put in sealed containers and taken to an approved disposal facility.

Any vehicle, including motorcycles, parked on the premises or property that is unlicensed, inoperable, wrecked, abandoned or lacking any required permit may be towed away and stored at the vehicle owner's expense without Landlord incurring any liability to anyone for any reason. All vehicles must be kept in proper operating condition so as not to be a hazard or a nuisance by reason of noise, emissions, appearance or otherwise.

6. BALCONIES AND WALKWAYS: Tenant agrees not to create any health or safety hazards in common areas such as walkways, hallways, balconies, porches, decks, stairways, parking areas, or other common areas and to keep them clean.

1. Do not dry or air clothes, rugs, mops, etc. on balconies, decks, porches or walkways. They are not to be used as storage areas, or for cookouts under any circumstances.
2. Do not use barbecue grills on the balconies, decks, porches or walkways or near/next to anything made of wood. Grills must be placed at least twenty feet from buildings. An exception is only for Tenants that rent a Duplex or a Single-Family Home. They are allowed to have a propane gas grill with a flip down metal lid on decks or patios that are exclusive to said Duplex or Single-Family Home. Tenant renting a Duplex or Single-Family Home agrees to keep any gas grill out from under a roof by several feet and one foot off of any railings and/or siding at all times for safety purposes when hot.
3. No garbage is to be placed or stored on balconies, decks, porches or walkways, including garbage bags (even temporarily.)
4. Do not sit on the railings for safety reasons.
5. Do not overload balconies, decks, porches or walkways with too many people (more than are allowed in dwelling unit).
6. Recycling bins and coolers must be kept inside dwelling unit, not outside.
7. Outdoor deck and lawn furniture is allowed on patios, balconies, and decks with Landlord's permission as long as it is designed for outdoor use. It must meet with Landlord's approval. Type and amount of furniture may vary depending on location. No inside furniture such as upholstered couches, chairs, etc. are allowed outside. All outdoor furniture be in good condition and be maintained in a neat and orderly manner. Outdoor furniture is not allowed in walkways.
8. Do not let any trash, cans, bottles, food, grease etc. be blown, thrown or poured off walkways, balconies, decks, porches or patios. See "Common Areas" (R&R, Article II, Section 9).
9. Do not attach hammocks and/or webbing to railings, landings and/or staircases at any time. Walkways and staircases must remain unobstructed at all times.

If Tenant violates the terms of this Lease Contract with regards to any of the above requirements, Tenant is in default of the Lease Contract. At Landlord's option, Landlord can take steps to terminate your Lease Contract as stated in "Tenant's Default" (R&R, Article II, Section 71). Tenant is also subject to a **fine** that can range from a **minimum of \$50.00 up to \$150.00**. The exact amount of the fine is set at the discretion of Landlord and is payable to Landlord for each violation. Each day or partial day is considered a separate violation.

7. BREAKING YOUR LEASE CONTRACT: The Lease Contract Tenant signed with Landlord is a legal, binding contract that runs for a specified period of time. Tenant is expected to live up to the terms and conditions of Lease Contract. Even if Tenant decides to break Lease Contract, Tenant remains responsible for paying for: rent, utilities, any damages, cost of re-renting, plus any other expenses due Landlord as per the terms and conditions of Lease Contract and NC state law. Breaking a Lease Contract can be expensive, especially if Tenant is unable to find someone to take Tenant's place.

If Landlord is not paid all monies that Tenant owed, Landlord can go to court and get a judgment. A court ordered judgment is enforceable for ten years and may be extended for another ten years, and it can become a lien on property that Tenant owns now or in the future. In addition, if Tenant is reported to a credit bureau, Tenant will have a mark on his credit record for seven years. *Think twice before you do something that might ruin your credit rating because a bad credit rating stays with you a long time. A bad credit rating can keep you from getting a loan to borrow money, buy a car or a house.*

Tenant will not abandon or vacate the dwelling unit during the term of the Lease Contract. Tenant will be deemed to have abandoned or vacated the dwelling unit if Tenant removes substantially any or all of the following: clothes, food, dishes, cooking utensils, furnishings, or other personal possessions from the dwelling unit. In addition, if Tenant is absent from the dwelling unit for seven (7) consecutive days while a rental payment is delinquent, Tenant will be deemed to have abandoned or vacated the dwelling unit effective the first day of such seven (7) day period of absence. If Tenant has the electric power turned off, Tenant will be considered to have abandoned or vacated the dwelling unit.

If, however, Tenant decides to break the Lease Contract, Tenant should do the following:

1. Notify Landlord in writing as far in advance as possible of the day Tenant plans to move and fill out a Sublet Authorization.
2. Read "Term" (Lease Contract, Article I, Section 1.3).
3. Go through the checkout procedure with Landlord and comply with "Vacating & Checking Out" (R&R, Article II, Section 78) of Lease Contract.

If Tenant abandons Tenant's dwelling unit, legal action may be taken to see that Tenant fulfills Lease Contract obligations with Landlord. **THINK ABOUT IT BEFORE BREAKING LEASE CONTRACT!**

8. CLASS ACTION WAIVER: Tenant and/or Tenant's Co-Signer ("Tenant/Co-Signer") agrees that they will not participate in any class action claims against Landlord, HMR's, Build Repair, LLC (an affiliated maintenance provider of HMR), HMR's and Build Repair LLC's service providers and their representatives, agents, successors, assigns, employees, officers and directors and the Property Owner (of the dwelling unit that Tenant is applying to rent or already rents from Landlord or is co-signing for) ("Us"). Tenant/Co-Signer must file any claim against Us Individually, and Tenant/Co-Signer expressly waive Tenants/Co-Signers ability to bring, represent, join or otherwise maintain a class action, collective action or other similar proceeding against Us in any forum. **TENANT/CO-SIGNER UNDERSTANDS THAT WITHOUT THIS WAIVER, TENANT/CO-SIGNER COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THE LEASE CONTRACT THAT THESE RULES & REGULATIONS ARE A PART OF, TENANT/CO-SIGNER ACCEPTS THIS WAIVER AND CHOOSES TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS "CLASS ACTION WAIVER" (R&R, ARTICLE II, SECTION 8) THAT ARE PART OF THE LEASE CONTRACT AND INCLUDE ANY RENEWALS OF THE LEASE CONTRACT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE LEASE CONTRACT. THIS WAIVER SHALL REMAIN IN EFFECT UNTIL THE APPLICABLE STATUTE OF LIMITATIONS HAS EXPIRED.**

9. COMMON AREAS: Tenant is renting the interior of dwelling unit, not the exterior. The exterior of Tenant's dwelling unit, which may consist of walkways, stairways, hallways, porches, decks, balconies, parking lots, roads, yards, recreation areas and grounds are considered limited common areas. Tenant has limited access and authority in these limited common areas. For example: Tenant may use the limited common areas for access (ingress and egress), to and from Tenant's dwelling unit. Tenant may also use the grounds for recreation, sunbathing and relaxation as long as Tenant does not disturb the neighbors or violate the terms and conditions of Tenant's Lease Contract. Unless Tenant has express written permission from Landlord, Tenant is not allowed to have large gatherings, parties, etc. in any of the limited or exclusive common areas and any other persons that are non-tenants attending any such prohibited get-togethers or such non-tenants exceed the number of persons allowed as stated in "Parties And/ Or Gatherings" (R&R, Article II, Section 54) will be considered to be trespassers on Landlord's property and subject to being treated as such.

Exclusive Common Areas: If Tenant has a deck, porch, patio, carport or garage that is exclusive to Tenant's dwelling unit, Tenant may use it under the same terms and conditions as Tenant does the interior of Tenant's dwelling unit. **PARTIES ARE STRICTLY PROHIBITED!** If Tenant rented a house, duplex or triplex, Tenant may have certain responsibilities for yard care and grounds maintenance for the common areas in addition to the ones stated here.

All Tenants of all dwelling units within a building or complex are jointly and severally liable for and agree to keep the common areas, including all walkways, stairways, hallways, porches, decks, balconies, parking lots, recreation areas, yards and grounds clean and free of rubbish, trash, litter, garbage, bags, bottles, cans, papers, cigarette butts, etc. in a presentable condition at all times. If it can be determined which dwelling unit is responsible for said trash, etc. only that dwelling unit will be charged for trash cleanup at the rate of up to \$50.00 per hour, with a minimum charge of \$25.00. Do not set garbage outside of front door to be disposed of later.

If the common areas are not kept free of trash etc. and if it cannot be determined which dwelling unit(s) in a complex or building is causing the trash problem A TRASH CLEANUP CHARGE OF \$5.00 OR MORE PER INDIVIDUAL TENANT, PER OCCURANCE, MAY BE CHARGED TO ALL TENANTS OF ALL DWELLING UNITS WITHIN A BUILDING OR COMPLEX. Tenant agrees that any damages to hallways or stairways shared in common with other Tenants or damage to the exterior of the building and/or grounds will be assessed and charged equally among all the dwelling units within that building, unless it can be determined exactly which Tenant was directly responsible for the damage.

The next four sentences apply to apartment, duplex, triplex, townhouse and condo tenants only. Tenant understands that Tenant is renting the interior of the dwelling unit and not the exterior. Tenant hereby authorizes the Landlord to remove any items found outside the dwelling unit immediately, without prior notice, and dispose of by throwing away or donating to a charity. Tenant is responsible for paying the cost of removal. This includes, but is not limited to, such items as grills, coolers, recycling bins, tires, trash, recyclables, torches, garbage, towels, rugs, brooms, vehicle parts, unauthorized furniture outside and wastebaskets. Tenant gives Landlord permission to cut any locks, chains or cables necessary and to remove any items that are in common areas.

If item is a bicycle that needs to be moved or removed, Landlord agrees to notify Tenant or all Tenants in building, if ownership is unknown, so they can move it. If bicycle is not moved after such notice is given, then Tenant gives Landlord permission to have it removed and donated. Permission to have a bicycle removed and donated also applies if Landlord removes bicycle because it is a safety hazard and gives Tenant notice where bicycle can be picked up and Tenant fails to pick it up. Tenant agrees that any bicycle left by Tenant is abandoned if Tenant's Lease Contract has ended and Landlord can have it removed and donated. Tenant is responsible for paying the cost of removal.

10. CO-SIGNER'S OBLIGATIONS: The Co-Signer is also referred to as "Guarantor" and the terms as used herein are the same and interchangeable. Upon failure of Tenant (hereinafter in this section referred to as "Co-Signer's Tenant") to perform any and all conditions of the Lease Contract which include, but are not limited to, payment of rent, payment of damages, other monies due and/or allowed charges in excess of the security deposit, Co-Signer will perform the same. This is a continuing guarantee of this Lease Contract, which in addition to the initial Lease Contract applies to any renewal, extension, modification, amendment or new Lease Contract between Co-Signer's Tenant and Landlord, without notice to Guarantor. Co-Signer specifically acknowledges that occupancy of Co-Signer's Tenant in the dwelling unit is conditioned on Co-Signers continuing obligation. Co-Signer's Tenant is the same person that listed the Co-Signer's name in their Rental Application and/or in other correspondence with Landlord.

Co-Signer understands that the obligation and liability on the part of the Co-Signer shall be primary and not secondary, and is payable immediately upon demand without requiring Landlord first to exercise, enforce or exhaust any rights or remedy against Tenant(s), other Co-Signers and/or other parties and agrees that Landlord may proceed against Co-Signer directly and independently of any other party liable, and that the cessation of liability of any other party for any reason other than full payment, shall not in any way affect the liability of Co-Signer. Said another way, this is a guarantee of payment not just a guarantee of collection.

When Landlord requires a Co-Signer in order to allow Tenant(s) to rent a dwelling unit and there is a situation where Tenant is unable to do so, Landlord reserves the sole right at his option to either refuse to rent to that Tenant, make other arrangements with that Tenant and/or a Co-Signer, including not requiring a Co-Signer for that Tenant. This also includes Landlord making other arrangements (in writing) that are different than those made with a Tenant(s) (roommate(s)) sharing the same dwelling unit and/or made with other Co-Signers of same dwelling unit. The Co-Signer also understands that the Co-Signer's Tenant may have additional Tenant(s) (roommates) on the Lease Contract and that all Tenants and their Guarantors are individually and jointly responsible for any monies due to Landlord under the terms and conditions of the Lease Contract.

Landlord and all Tenant(s) agree that all Co-Signer(s) for Lease Contract are entitled to receive information on any financial matter or other matters regarding the Lease Contract and any renewals of it that could affect finances. This includes any notices from Landlord about monies due, damages, fines or other Tenant issues that could potentially affect finances and/or occupancy. Also, all of the Tenants and Co-Signers agree and give their permission to the Landlord, if Landlord feels it is necessary, to share any of

their contact information with any of the other Tenant(s) and Co-Signer(s) that are parties to the Lease Contract of which these Rules & Regulations are a part. This includes sharing names, phone numbers including cellular numbers, email addresses and home mailing addresses of these Tenants and Co-signers. This is sometimes necessary to help resolve rental issues.

Landlord and Co-Signer's Tenant agree that: Co-Signer's Tenant can allow their Co-Signer(s) to enter the dwelling unit as a guest of Co-Signers Tenant (guest defined in "Overnight & Long-Term Guests" (R&R, Article II, Section 50) of this Lease Contract), and that Landlord can allow a Co-Signer(s) to have access to (including a key and/or door keypad code, if necessary) the dwelling unit, if, in Landlord's sole opinion, it is necessary to allow Co-Signer(s) access (unusual, but occasionally necessary) and the allowing such access will in no way be considered trespassing.

Unforeseen events occasionally occur such as where a Tenant: fails to move out at the expiration of a Lease Contract or has a major health issue. When such an issue occurs, it can create financial concerns for a Co-Signer. In order for Co-Signer to attempt to minimize the financial cost in situations such as: when a Tenant has a major health issue (includes but is not limited to injury, mental health, going into or in a drug and/or alcohol rehabilitation/ treatment program) and is unavailable to consent to vacate dwelling unit (and a Co-Signer determines it is necessary) and/or if a Co-Signer's Tenant's Lease Contract has expired and part or all of Co-Signer's Tenant's belongings either need removed or have not been removed. Co-Signer's Tenant does hereby further irrevocably constitute and appoint their Co-Signer as Co-Signer's Tenant's Attorney in Fact to: 1) remove any of Co-Signer's Tenant's belongings or other property stored in dwelling unit (including the option of the Co-Signer giving Landlord permission to remove and temporarily store them for Tenant, if Landlord agrees to do so), 2) move any vehicles, trailers or other property of Co-Signer's Tenant from the dwelling unit premises.

11. CURTAINS, DRAPES, BLINDS AND SHADES: Most dwelling units, but not all, will have mini-blinds provided, and Tenant may use any other window treatments such as curtains, drapes, blinds, shades or louvered shutters that are in the dwelling unit when Tenant moves in. Any window treatments supplied by Landlord including mini-blinds will be listed on the Move-in Inspection & Inventory. Tenant is responsible for providing any other window treatments such as: curtains, drapes and/or blinds. Any curtains, drapes and/or blinds must meet with Landlord's approval. To be approved they must be a neutral color and blend in when viewed from the exterior of the dwelling unit. **Flags, signs, sheets, blankets, towels, or bedspreads will not be approved when used as curtains or drapes.** Any blinds, shades, or curtain rods installed by Tenant must be with the permission of Landlord. Tenant is responsible for paying the cost of repairing any nail and/or screw holes and/or other damages to sheetrock, walls, windows, doors or moldings caused by the installation of window treatments.

12. DAMAGE AND SECURITY DEPOSIT: The Security Deposit shall be held in the manner set forth in the Lease Contract, "Security Deposit" (Lease Contract, Article I, Section 2.4). Upon any termination of the Lease Contract herein created, Landlord may deduct from the Security Deposit amounts sufficient to pay 1) any damages sustained by Landlord as a result of Tenant's nonpayment of rent, or non-fulfillment of the initial term or any renewal periods including Tenant's failure to enter into possession; 2) any damages to the dwelling unit, premises and grounds for which Tenant is responsible; 3) any unpaid bills which become a lien against the dwelling unit due to Tenant's occupancy; 4) any costs of re-renting the dwelling unit after a breach of this Lease Contract by Tenant; 5) any court costs incurred by Landlord in connection with terminating the Lease Contract; 6) any other damages for which Security Deposit may be used under the laws of North Carolina that Landlord has incurred. After having deducted the above amounts, Landlord shall, within thirty (30) days or as otherwise allowed under NCGS Section 42-52 after the termination of the Lease Contract, refund to Tenant at Tenant's last known address, the balance of the Security Deposit along with an itemized statement of any deductions. If Tenant's address is unknown to Landlord, Landlord shall then hold the balance of the Security Deposit for Tenant's collection for a six-month period beginning 30 days after the termination of the Lease Contract. If Tenant fails to make demand for the balance of the Security Deposit within the six-month period, Landlord shall not thereafter be liable to Tenant for a refund of the Security Deposit or any part thereof.

If more than one person rents the dwelling unit, Landlord at its option may pay the refund to any Tenant or Tenants named on the Lease Contract, and Tenants agree that if one or all Tenants' names are on the refund check they are responsible for dividing any refund of the security deposit or other monies among themselves. However, Landlord at its option may divide the refund between the Tenants in any manner Landlord feels is fair and issue a separate check or checks. All Tenants agree to hold Landlord harmless for whichever way Landlord chooses to issue refund checks. The Security Deposit is not intended to be prepaid rent; please do not ask Landlord to apply it toward Tenant's rent.

13. DEFINITION OF RENT: Rent is defined as payments from Tenant to Landlord required under the terms of this Lease Contract, including, but not limited to, "Monthly Rent" (Lease Contract, Article I, Section 2.1), "Additional Rent" (Lease Contract, Article I, Section 2.3), Extra Rent (this section), Other Rent (this section), and "Holdover Rent" (R&R, Article II, Section 33). **EXTRA RENT** is defined as Extra Rent that Tenant is charged and agrees to pay in addition to the normal monthly rent if Tenant chooses to engage in certain activities. For example, if Tenant chooses to have a party "Parties and/or Gatherings" (R&R, Article II, Section 54), or an unauthorized pet "Pets" (R&R, Article II, Section 57), or an unauthorized person or persons living in dwelling unit "Overnight & Long-Term Guests" (R&R, Article II, Section 50), Tenant will be charged Extra Rent. These activities, other activities, and the amount of Extra Rent charged for engaging in these activities are spelled out elsewhere in this Lease Contract. Tenant by his own free will decides whether he wants to pay Extra Rent by choosing to allow, engage or participate in those activities that incur Extra Rent at or around his dwelling unit or premises. Landlord charges Extra Rent partially due to additional wear and tear that most of these activities can cause to dwelling unit, building and/or grounds. **OTHER RENT** is defined to include all payments due or paid to Landlord from Tenant under the terms of this Lease Contract other than monthly rent, additional rent, extra rent, and holdover rent. Other Rent includes utility and service charges (whether unpaid by Tenant to utility, Landlord or service provider, or paid on Tenant's behalf by Landlord), fines, fees, fines charged by property owners associations that Tenant caused to be incurred. Also, administrative fees, court costs, damages, services, trash cleanup charges, lawn care charges, pest control charges, repairs, maintenance or replacements of items such as appliances, etc. that Tenant is responsible for.

14. DISCLAIMER: Information disseminated to Tenant by Landlord prior to Tenant signing this Lease Contract is believed to be accurate and reliable. Rental offerings are subject to errors, omissions, price changes, prior sale/rental, or withdrawal without notice. Landlord and Tenant agree that Landlord has the right to change any information that has been disseminated to Tenant prior to the signing of this Lease Contract. This includes but is not limited to: the right to change prices, correct errors and omissions, change information, etc.

Types of media in which such changes in information could occur include but is not limited to: writing or handouts, advertisements of any type, verbally given or contained on Landlord's HMR Website or HMR Portal. Tenant agrees that Landlord is not responsible for any information, prices and/or content displayed on any 3rd party websites that occurs without Landlord's permission and agrees to hold harmless Landlord in regards to any misrepresentations contained in any such 3rd party websites.

Any floor plans on information sheets or web sites are for visualization purposes only. All measurements including dimensions and square footage are approximate and Tenant agrees to hold Landlord harmless for any such errors.

15. DOMESTIC VIOLENCE/ABUSE: No Violence or Abuse is allowed and is considered a violation of this Lease Contract. This includes physical violence and/or verbal abuse by anyone at the dwelling unit or on the premises at any time. It is Tenant's responsibility to report it to the proper authorities and to the Landlord.

16. ELECTRONIC ACCESS: There are two types of consent for electronic access, "Express Consent" and "Express Written Consent". Express Written Consent allows Tenant and/or Tenant's Co-Signer ("Tenant/Co-Signer") to use all of the features of the HMR Portal and HMR Website. The definitions and the difference in access for the two different types of consent are described in "Electronic Communications and Electronic Documents" (R&R, Article II, Section 17). In order for Tenant/Co-Signer to fully use electronic communications and electronic documents with Landlord, they need to give their Express Written Consent. Much of the electronic access will occur through the HMR Portal and HMR Website.

- **HMR PORTAL:** The Portal is a digital online website that can be used on Tenant's/Co-Signer's computer or Tenant/Co-Signer can download its mobile app. As stated under "Electronic Communications and Electronic Documents" (R&R, Article II, Section 17), Tenant/Co-Signer can use electronic communications and electronic documents with Landlord, make electronic payments, in a very efficient manner. In addition, Tenant/Co-Signer can share and sign electronic documents with Landlord. The Portal is a service to which Landlord contracts, licenses and subscribes. It is called AppFolio property manager and the software for it is provided by AppFolio, Inc. ("AppFolio"). Landlord calls it the "Portal" or "HMR Portal". Any Tenant/Co-Signer wanting to fully use the Portal must give their express written consent to the terms and conditions in the Terms of Service for AppFolio found on the Portal, HMR Terms of Agreement, Part I (either version), and in the HMR Terms of Agreement, Part II which are found at www.HoltonMountainRentals.com under Rental Information, which are incorporated by reference and made a part the Terms of Agreement Part I. Once these are agreed to, an invitation from HMR allows Tenant/Co-Signer to use the HMR Portal while renting from Landlord.

- **HMR WEBSITE:** The www.HoltonMountainRentals.com (“HMR Website”) is a separate website from the HMR Portal with each having its own web address. Tenant/Co-Signer can access the HMR website with an internet connection from either a computer or a mobile device. In addition to information about each of HMR’s rental properties, it contains the latest versions of the HMR Terms of Agreement, Part I (both the HMR Website version and the online Rental Application version), HMR’s Terms of Agreement, Part II, HMR’s Rules & Regulations, and HMR’s Privacy Policy. Review, save, or download a PDF copy of these agreements and policies along with other rental documents at www.HoltonMountainRentals.com under the Rental Information. Use the HMR Website to contact HMR or submit Work Orders if a Tenant.

Landlord has the right to suspend or withdraw Tenant’s/Co-Signer’s access to the HMR Website for certain leasing documents. Both Landlord and AppFolio (HMR’s software and service provider for the Portal), have the right to suspend or withdraw Tenant’s/Co-Signer’s access to electronic communications and electronic documents on the Portal, for any reason that they feel necessary without affecting the remainder of an existing or future Lease Contract. LANDLORD WILL NOT discount, abate or prorate Tenant’s rent if Tenant’s use of the HMR Portal and/or HMR Website is suspended, withdraw or limited. Use of the Portal and/or HMR Website (for certain leasing documents) for electronic communications and electronic documents is offered as a convenience to Tenant/Co-Signer and is not a right of tenancy.

17. ELECTRONIC COMMUNICATIONS AND ELECTRONIC DOCUMENTS: Good communication between Landlord and Tenant is of prime importance. Both Landlord and Tenant want to make sure dwelling unit, premises and grounds are kept in good condition and are safe. Landlord and Tenant need to be able to contact each other on a timely basis about any matters concerning the dwelling unit that Tenant is renting including but not limited to: maintenance or repairs on dwelling unit or building, preventing damage to the dwelling unit, rental payments (including past due monies), Lease Contract, roommate issues, parking issues, leasing issues (including renewal of existing Lease Contracts), weather issues, emergencies (including leaks) and other rental concerns, etc. Landlord’s contact information and emergency number are provided to Tenant in the Lease Contract and other leasing documents.

Due to certain laws regarding electronic communications and electronic documents, there are two types of consent and both have similar names. The first type is called “Express Consent”. Express Consent can be given by Tenant to Landlord without Tenant agreeing to it in writing. However, to contractually agree to Express Consent, it is best to have a written document, signed by Tenant. Tenant agrees to give their express consent in writing by signing the Lease Contract that these Rules & Regulations are a part of as stated below.

1. **EXPRESS CONSENT:** For the reasons cited in the first paragraph above, Tenant Expressly Consents that Landlord and their affiliates, agents, and service providers may use written, electronic, or verbal means for transactional and informational purposes to contact Tenant. Tenant agrees that Landlord may contact Tenant by manual calling methods, email, cellular phone number or other wireless device, including a VOIP number and/or landline number (if applicable), regardless of whether Tenant incurs charges as a result. Tenant expressly consents to provide to Landlord and hereby designates that the email address, cellular number, including a VOIP number and/or landline phone number (if applicable) that Tenant provides on Tenant’s pre-leasing form, pre-leasing application, rental application, or posts to the Tenant’s contact information on the HMR Portal (including any updates or changes made by Tenant) are the ones that Landlord is to use to contact Tenant. Tenant also agrees that Sections 3.4 through 3.12 of the HMR Terms of Agreement, Part II are incorporated herein by reference and made a part of this express consent definition, terms and conditions. The HMR Terms of Agreement, Part II is available for review under Rental Information at www.HoltonMountainRentals.com. **Once Tenant has signed Lease Contract (of which this express consent is a part), Tenant has given their express consent. Tenant is then contractually obligated and Tenant’s express consent cannot be revoked except by the mutual written consent of Landlord and Tenant. This express consent also applies to any Co-Signer who has signed Lease Contract.** Just substitute Co-signer for Tenant in this “Electronic Communications and Electronic Documents” section.

While both types of consent are in writing, the second type of consent is “Express Written Consent”. It includes Written as part of the name and is different in many ways. This second type of consent dramatically increases the ways Landlord and Tenant can use electronic communications and electronic documents. Due to various laws that regulate electronic documents, electronic signatures, emails, cellular phone numbers and text messages and their content, it is necessary for Landlord to get Tenant’s Express Written Consent, so Landlord and Tenant can fully use them.

2. **EXPRESS WRITTEN CONSENT:** In order for Tenant to use electronic documents, sign electronic documents, send and receive text messages, send emails and text messages, and make cellular and other phone calls with more varied content with Landlord, the Tenant needs to give their Express Written Consent by agreeing to HMR's Terms of Agreement, Part I (either the HMR Website version or as part of the online Rental Application version) and to HMR's Terms of Agreement, Part II which is incorporated by reference and made a part of the Terms of Agreement Part I (either version). They contain disclosures and terms and conditions regarding the use of electronic communications and documents and the latest versions are available for review under Rental Information at www.HoltonMountainRentals.com. This includes calls and messages sent by various methods including individually or sent using the Portal's automatic telephone dialing system dialer ("ATDS") or Autodialer feature. The Portal can be considered an Autodialer for certain types of texting and for some other purposes. **Tenant has already given their Express Written Consent if Tenant has signed the online Rental Application or the HMR Terms of Agreement, Part I. Any Co-Signer who has signed Co-Signer Application or the HMR Terms of Agreement, Part 1 has given their Express Written Consent.** Substitute Co-signer for Tenant in this "Electronic Communications and Electronic Documents" section.

TENANT IS NOT REQUIRED TO GIVE EXPRESS WRITTEN CONSENT IN ORDER TO RENT A DWELLING UNIT. TENANT MAY ALSO OPT-OUT OF EXPRESS WRITTEN CONSENT. If Tenant opts out, Tenant's use of the HMR Portal will be limited. Tenant will be unable receive and complete electronic documents with Landlord. It will also significantly limit the use some forms of electronic communications.

Once the Lease Contract is signed, Express Consent remains in effect unless changed by the mutual written consent of Landlord and Tenant. This is regardless of the Tenant's decision regarding Express Written Consent. As stated in Express Consent, this means Landlord can email and make phone calls, including cellular, to contact Tenant for transactional and informational purposes for the reasons stated in the first paragraph of this section.

The term "electronic communications and electronic documents" in the Lease Contract and other Leasing documents shall include the following:

- A. Sending and receiving cellular calls, SMS/MMS/text messages ("text messages"), internet to phone (email to email, email to text messaging) messages, VOIP calls and/or landline calls (if applicable), between Tenant/Co-Signer and Landlord as stated in the HMR Terms of Agreement, Part I. They can be sent by various methods including INDIVIDUALLY OR BY USING THE PORTAL'S AUTOMATIC TELEPHONE DIALING SYSTEM DIALER ("ATDS") OR AUTODIALER FEATURE from Landlord or others acting on Landlord's behalf.
- B. Electronic documents, electronic contracts, electronic notices, electronic forms, electronic initials and/or signatures (as defined in the HMR Terms of Agreement, Part I and Part II), and other electronic communications (hereinafter called e-notices) between Tenant/Co-Signer and Landlord that may be transmitted through the online Portal and/or by other means including but not limited to: www.HoltonMountainRentals.com, the HMR Website, email, fax, cellular calls, text messages and/or other electronic means.
- C. e-Notices also includes other documents and/or contracts that Tenant/Co-Signer may complete via web page and save on Tenant's computer or attach to email. They can typically be printed out, but exist independently in electronic form if located on the Portal, HMR Website, a server, or on Tenant's computer.
- D. Use of the HMR Portal and/or HMR Website.

Tenant/Co-Signer agrees that they will not misuse electronic communications and electronic documents with Landlord on the Portal and/or HMR Website (for certain leasing documents) for any reason, including the reasons stated in HMR's Terms of Agreement. Part I and Part II, which is available for Tenant's/Co-Signer's review under Rental Information at www.HoltonMountainRentals.com and in the AppFolio Terms of Service (available for Tenant's/Co-Signer's review on the Portal). Landlord and/or AppFolio have the right to suspend or withdraw Tenant's/Co-Signer's access to electronic communications and electronic documents, the Portal, and/or

HMR Website (for certain leasing documents) for any reason they feel is necessary without affecting the remainder of an existing or future Lease Contract, and LANDLORD WILL NOT DISCOUNT, ABATE, OR PRORATE TENANT'S RENT. Use of electronic communications and electronic documents, the Portal and/or HMR Website (for certain leasing documents) is offered as a convenience to Tenant/Co-Signer and is not a right of tenancy.

18. ELECTRONIC DISCLOSURES, TERMS AND CONDITIONS: The HMR Terms of Agreement, Part I (both versions), the HMR Terms of Agreement, Part II, and the Privacy Policy contain disclosures, terms and conditions regarding Tenant's/Co-Signer's use of electronic communications and electronic documents with Landlord.

- **TERMS OF AGREEMENT, PART I:** Tenant/Co-Signer must give their Express Written Consent to the HMR Terms of Agreement Part I, in order to fully use electronic communications and electronic documents with Landlord. There are two versions of the HMR Terms of Agreement, Part I, the HMR Website version and the online Rental Application version. The terms and conditions for electronic communications and electronic documents in the first 4 sections of both versions of Part I are similar. The main differences between the two versions are how they are signed. The HMR Terms of Agreement, Part I (HMR Website version) is signed by the Tenant/Co-signer via a digital form on the HMR website or printed off and signed by hand and returned to the HMR Office. The HMR Terms of Agreement, Part I (Online Rental Application version) is part of the online Rental Application. When Tenant/Co-Signer signs and consents to the Online Rental Application, they are also consenting to the HMR Terms of Agreement, Part I online Rental Application version.

The additional terms and conditions in the HMR Terms of Agreement, Part II on the HMR Website, are incorporated by reference and made a part of both versions of the HMR Terms of Agreement Part I. The online Rental Application version HMR Terms of Agreement, Part I also contains terms and conditions regarding the online Rental Application which the HMR Website version does not. **TENANT IS NOT REQUIRED TO GIVE EXPRESS WRITTEN CONSENT IN ORDER TO RENT A DWELLING UNIT. TENANT MAY ALSO OPT-OUT OF EXPRESS WRITTEN CONSENT.** Tenant's express written consent previously given to Landlord cannot be withdrawn for any e-Notices, electronic documents and electronic contracts that Tenant and/or Landlord have already executed, signed and were sent and received by either Tenant and/or Landlord, prior to Tenant withdrawing consent.

- **TERMS OF AGREEMENT, PART II:** The HMR Terms of Agreement, Part II, for HMR can be found under Rental Information at www.HoltonMountainRentals.com. Please read and review it. By signing the Lease Contract, and giving their Express Consent as stated in "Electronic Communications and Electronic Documents" (R&R, Article II, Section 17), Tenant/Co-Signer are also agreeing that Sections 3.4 through 3.12 of the Terms of Agreement, Part II are incorporated by reference and made a part of the Express Consent definition, terms and conditions. By consenting to the HMR Terms of Agreement, Part I, (either version) Tenant/Co-Signer gives their express written consent to the HMR Terms of Agreement, in Part II. The HMR Terms of Agreement, Part II, contains additional terms and conditions that are incorporated by reference and made a part of the HMR Terms of Agreement, Part I, as if fully set out within.
- **PRIVACY POLICY:** The latest updated version of the Privacy Policy for HMR is posted under Rental Information at www.HoltonMountainRentals.com. Please read the Privacy Policy carefully, to get a good understanding of how HMR collects, uses, protects or otherwise handles Tenant's/Co-Signer's Personally Identifiable Information ("PII") in regard to HMR's rental business (including affiliates and third-party providers), for HMR's Website and for HMR's Portal. The Portal is a service to which HMR contracts, licenses, and subscribes. It is called AppFolio property manager and the software and services for the Portal are provided by AppFolio. Landlord calls it the "Portal" or "HMR Portal". AppFolio's Privacy Policy is available on the Portal. Tenant/Co-Signer agrees that HMR may satisfy any obligation HMR has to provide Tenant/Co-Signer with a copy of HMR's PRIVACY POLICY by keeping it available for review at www.HoltonMountainRentals.com under Rental Information.

The latest versions of HMR's Terms of Agreement, Part I (both the HMR Website version and online Rental Application version), HMR Terms of Agreement, Part II, and the Privacy Policy are available under the Rental Information tab at www.HoltonMountainRentals.com.

19. ELECTRONIC MEANS, NOTICES: Any email address, cellular phone number (including SMS/MMS/texting ("text message")) landline and/or VOIP number, or fax number, provided by or used by the parties to the Lease Contract, to communicate during the course of this Lease Contract may be used to electronically transmit any written notice, communication, or documents.

Provided that Tenant has given their express written consent as defined in "Electronic Communications and Electronic Documents" (R&R, Article II, Section 17) the parties agree that electronic communications and electronic documents may be used to facilitate the signing of the Lease Contract, all addenda, and any other leasing documents, or to make any modifications the parties may agree to. **Tenant has already given their Express Written Consent if Tenant has signed the online Rental Application or the HMR**

Terms of Agreement, Part 1. Any Co-Signer who has signed Co-Signer Application or the HMR Terms of Agreement, Part 1 has given their Express Written Consent. Substitute Co-signer for Tenant in this "Electronic Means, Notices" section.

Notices may be served upon Tenant in any of the following ways: in person, by certified mail, by posting on Tenant's door at the address of the dwelling unit, hand delivered, by overnight courier with proof of delivery by a reputable internationally recognized delivery service, or by electronic communications (if applicable), whether or not said notice, mailing and/or e-mail is accepted by Tenant. Notices delivered through electronic communications shall be deemed received upon being posted and shared on the online Portal (provided that Tenant has signed up for Portal), the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail reply, or other written acknowledgement. Notices may be served upon Landlord by certified mail at the address to which rental payments are mailed.

20. EMERGENCIES: In the case of any type of fire including a stovetop fire ALWAYS CALL 911 EVEN IF YOU THINK FIRE IS PUT OUT! In the event of anything TENANT CONSIDERS AN EMERGENCY, AND/OR IS LIFE THREATENING REQUIRING EITHER THE POLICE, FIRE, OR MEDICAL CALL 911 FIRST! Call Landlord after calling 911 if an emergency involves the dwelling unit, building, premises and grounds. In case of a dwelling unit emergency, please call the Landlord's emergency number (828) 264-4422 if after normal business hours. The emergency number is also listed on the HMR Website and may be on a magnet on Tenant's refrigerator. During normal business hours call Landlord's office at (828) 264-3644.

What is a dwelling unit emergency?

- | | |
|-----------------------------------|---|
| 1) Fire | 5) Refrigerator not working |
| 2) Flooding, water leak | 6) Electrical short |
| 3) No heat or power during winter | 7) Electric panel breaker tripping (more than once) |
| 4) No water at all | |

In other situations, keep in mind that **an emergency situation is something that is hazardous to health or property.** Other issues can usually wait until normal business hours.

21. EMINENT DOMAIN AND CASUALTIES: Landlord shall have the option to terminate this 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. Also, see "Relocations" (R&R, Article II, Section 62) for other alternatives that may be available in the event of a termination under this section.

22. FIRE PROTECTION & CO EQUIPMENT: Tenant is provided with a smoke detector(s) and most dwelling units also have a fire extinguisher. It is your responsibility to check the smoke detector(s) approximately every month to make sure they are working properly. It is Tenant's responsibility to check the fire extinguisher approximately once a month to make sure it is charged. If the smoke detector is not working properly, or the fire extinguisher is not charged, it is Tenant's responsibility to let the Landlord know as soon as possible. Tenant agrees not to allow the smoke detector to be obstructed or tampered with for any reason, and agrees not to disable the smoke detector. **If a fire should break out, Tenant needs to first alert and then make sure he, fellow tenants, other occupants and guests can make it to an exit safely. The personal safety of Tenant, fellow tenants, other occupants and any guests are the first priority. Remember personal property can be replaced, but you cannot be.** Use the fire extinguisher on a fire only if it is possible to safely do so. Grease fires confined to a frying pan can be usually be extinguished by covering with a lid, but only attempt, if safe to do so. **Always call 911 to have the fire department respond, even if you think the fire is extinguished, and then call Landlord immediately.** If the fire extinguisher is discharged, it is Tenant's responsibility to submit a work order via Landlord's HMR Website or Portal that it needs to be recharged.

Tenant is required to have one or more carbon monoxide (CO) detectors (one per floor minimum) in any dwelling unit that has a garage, gas logs, or any heat source other than electric heat. This is for Tenant's protection. Landlord provides the detector(s) and they are in working order when Tenant moves in. However, it is Tenant's responsibility to make sure any carbon monoxide (CO) or carbon monoxide/gas detectors are working properly on at least a monthly basis and to replace batteries as needed. Tenant needs to check and see if the carbon monoxide (CO) detector(s) provided is for carbon monoxide only or also is supposed to detect if there a propane or natural gas leak. This is so if an detectors alarm is going off, Tenant would know what the alarm is for.

If the Carbon Monoxide Detector alarm goes off, Tenant should immediately open doors or windows to air out (let fresh air in) dwelling unit, as well as taking appropriate actions including calling 911 if necessary and determining what caused it to go off. If Tenant suffers headaches, dizziness or flu-like symptoms, it could be Carbon Monoxide poisoning. Carbon Monoxide detectors should be plugged in between one and two feet off the floor near or in bedrooms. **Carbon Monoxide can KILL. It is odorless and colorless.**

23. FIXTURES, APPLIANCES, ETC.: Tenant agrees that any fixtures, appliances, furnishings, or equipment that are shown on Move-in Inspection & Inventory for Tenant's dwelling unit, at the beginning of the term of Tenant's Lease Contract, are to be considered part of the dwelling unit and premises. Tenant is responsible for any damage that occurs to the dwelling unit, fixtures, appliances, furnishings or equipment during the term of Tenant's Lease Contract except for ordinary wear and tear. The condition of the fixtures, appliances, furnishings, or equipment are as stated on the Move-in Inspection & Inventory at beginning of the term of Tenant's Lease Contract. See "Move-in Inspection & Inventory" (R&R, Article II, Section 48) for more details.

It is further understood that, if damages occur to the dwelling unit, fixtures, appliances, furnishings or equipment, Tenant is responsible for paying the cost of restoring the damaged item(s) to the condition they were in at the beginning of the term of the Lease Contract. This means either making needed repairs or, if it is not practical to repair, Tenant is responsible for paying the cost of replacing the item(s) damaged. If the item(s) needing repair or replacement are part of a matched set or if there is not a repair that can be made locally or a replacement to be found locally that matches the damaged item(s), then Tenant is responsible for paying the cost of replacing the entire matched set so that Landlord will continue to have a matched set. Ordinary need for maintenance is not considered as damage unless caused by Tenant and/or abuse by Tenant. This means Landlord will pay the cost of keeping any fixtures, appliances, or equipment in good working order and for their replacement when they wear out.

Tenant further agrees that Tenant will not remove any furnished doors, fixtures, appliances, furniture, or equipment from dwelling unit or take any of them outside. If they are taken outside and/or damaged or missing, Tenant will be responsible for the replacement cost.

24. FLEAS & BEDBUGS: Tenant's general obligations: Tenant shall not knowingly or recklessly introduce onto the premises any person, animal, pet, luggage, or thing infected with fleas and/or bedbugs. Tenant shall notify Landlord in writing, immediately if Tenant suspects the presence in dwelling unit of any infestation of fleas and/or the species cimex lectularius, also known as bedbugs.

If there is an infestation during the first 30 days of the Lease Contract it must be determined whose responsibility it is to pay for the expense of having the fleas and/or bedbugs exterminated.

Landlord is responsible for paying for the expense of having fleas and/or bedbugs exterminated in the first 30 days of the Lease Contract if the fleas and/or bedbugs were present when Tenant's Lease Contract began and/or it can be determined they were caused by a previous Tenant. Tenant is responsible for paying for the expense of having the fleas and/or bedbugs exterminated in the first 30 days of the Lease Contract if it is determined Tenant, Tenant's guests, or Tenant's animal and/or pet brought the bedbugs or fleas to the dwelling unit.

Flea and/or bedbug infestations can occur in any dwelling unit, at any time, and there are multiple ways an infestation can get started. An infestation (especially flea) may not become obvious until after a previous tenant vacates and a new tenant moves into the dwelling unit. Unfortunately, the new tenant and the Landlord must then deal with the problem. Present Tenant agrees to take any steps recommended by exterminator and/or Landlord to help eradicate fleas and/or bedbugs should an infestation occur. This may include Tenant needing to vacuum daily to help eradicate the pests.

If at least 30 days have passed since Tenant's Lease Contract beginning date, it shall be Tenant's sole responsibility to have the fleas and/or bedbugs in Tenant's dwelling unit exterminated at Tenant's expense, including in any other adjoining dwelling units if it is determined that the infestation started in Tenant's dwelling unit and/or was caused by Tenant's animal and/or pet and was spread. Landlord, upon notification by Tenant of the suspected presence of fleas and/or bedbugs in the dwelling unit, shall contact a licensed exterminator of Landlord's choosing to inspect Tenant's dwelling unit and exterminate the fleas and/or bedbugs on Tenant's behalf at Tenant's sole cost and expense. Tenant understands that the cost of exterminating for fleas and/or bedbugs can vary greatly depending on the type of treatment required, size of area to be treated, etc. Treatment for bedbugs can be very expensive depending on what is required.

Tenant shall be solely responsible for any fees charged by the exterminator and any damages associated with the presence and elimination of fleas and/or bedbugs from the dwelling unit and attached dwelling units and spaces. Tenant is responsible for reimbursing Landlord all costs Landlord has incurred on Tenant's behalf associated with said extermination. In all situations Tenant shall allow Landlord and the exterminator access to the dwelling unit for the purposes of inspection for and treatment of fleas and/or bedbugs and shall carefully follow all instructions provided by the Landlord or exterminator to facilitate the elimination of fleas and/or bedbugs. This may include the removal of certain furnishings, bedding, and/or clothing from the dwelling unit by Tenant on either a temporary or a permanent basis as required.

25. FLOOD INFORMATION: Boone, NC and much of surrounding areas sit in mountain valleys where much of the developed land is located in a flood zone and is subject to flooding in extreme weather events. Some of the many locations with flood plains include but are not limited to: areas near the Boone Mall, Walmart, Hospital, and Peacock Parking lot on campus. Examples of anecdotal evidence from past flooding events can give an indication that certain areas and properties are more or less prone to flooding than others, but because of the differing circumstances, it is impossible to predict how much flooding might occur in a future flooding event.

Any time when there is a chance of flooding, Tenant should make sure Tenant and Tenant vehicle(s) are in a safe place. **Tenant needs to check vehicle insurance policy to see if vehicle has flood damage coverage.** Driving through flooded roads is dangerous. In the case of an extraordinary extreme weather event there is some chance of flooding occurring in many areas that are not in a 100-year flood zone. **Most regular renter's insurance policies do not provide personal property coverage for flood damage.** Tenant will need to purchase a separate Flood Insurance Policy from an insurance agent if Tenant wants Tenant's personal property covered against flooding. The Flood Insurance Policy will spell out what coverage is provided. Tenant's insurance agent can advise on what coverages are available and the cost for it.

26. FLOOR COVERINGS:

Carpet: If the dwelling unit Tenant is leasing has carpet, then Tenant is responsible for maintaining it while Tenant lives there. Tenant is required to have a vacuum cleaner in dwelling unit if there is carpet. It is Tenant's responsibility to vacuum it on regular basis (meaning at least once a week). Regular vacuuming helps prevent damage to carpet by keeping dirt from getting ground in and prolongs the life of the carpet.

Landlord had the carpet steam cleaned prior to Tenant moving in (unless it has just been replaced). The carpet was inspected by Landlord, his agent, or subcontractor after the previous tenant moved out, just prior to Tenant moving in. Landlord keeps a copy of that carpet inspection report in Tenant's Lease Contract file so Landlord can compare the condition of the carpet prior to Tenant moving in to the condition it is when Tenant vacates the dwelling unit.

Tenant is responsible for inspecting the carpet and floor coverings within four days of moving in or the carpet being cleaned. Tenant is to make a list of any damages, room by room, and give Landlord a copy. Failure by Tenant to make a list of any damages to the carpet or floor coverings means Tenant unconditionally accepts them in the condition that Landlord documents them to be at move in and agrees not to dispute their condition later. Landlord wants carpet and floor coverings in your dwelling unit to be in good condition. Please let Landlord know if they are not.

Tenant is responsible for any damages to the carpet and padding that occur during the term of Tenant's Lease Contract except for normal wear, regardless of whether Tenant or a sub-tenant is living in the dwelling unit. The following is a list of the more common damages to carpet which are not considered normal wear:

1. **Pet odor and stains:** Pet odor and/or stains in carpet caused by pet urinating or defecating on the carpet. Pet odor cannot usually be eliminated.
2. **Bleach marks:** Caused by a variety of products, including bleach, laundry detergent, acne medication, some cleaning products, etc.
3. **Red marks:** Caused by Kool Aid, wine, or products with red dye.
4. **Furniture or rust stains:** Caused by feet or legs of furniture getting wet from spills or carpet being cleaned, etc. and stain from furniture wicking or rust from legs rubbing or into carpet.
5. **Carpet tears and pulls:** Caused by vacuum cleaners pulling up seams, pets clawing or scratching and tearing the carpet, heavy furniture being slid instead of lifted, etc.
6. **Burns:** Usually caused from fireplace, cigarettes, ironing directly on floor (an ironing board would prevent), etc.
7. **Black marks or spots:** Normally caused by grease, soot, bikes, cigarette ashes, etc.
8. **Spills:** Can be anything from beer to food etc.

9. **Damage from chair rollers:** Desk chairs rolling back and forth will break the fibers and carpet backing. Please get a floor mat to go under the desk chair to protect the carpet.
10. **Wax:** From candles dripping on carpet.
11. **Extreme wear:** Worn spots, dark spots, discolored areas compared to rest of carpet can be caused by spills, lack of vacuuming, cigarette ashes, excessive traffic, parties, etc.

These are just the most common types of damage that occur to carpet. There are many other ways carpet can be damaged. None of these types of damages are considered normal wear and Tenant will be charged and held responsible for paying for any damage not caused by normal wear either when it occurs or at time of vacating the dwelling unit at Landlord's option.

Life of carpet and floor coverings varies depending on many circumstances, but for other than normal wear, if Tenant abuses, damages, or ruins the carpet and/or floor coverings, Tenant will pay the cost of the damage. Landlord replaces carpet and padding when it wears out or is excessively damaged. Landlord does not amortize the value of the carpet by its age because carpet properly taken care of will last a long time. If carpet is excessively damaged by Tenant, Landlord will charge Tenant the full cost of replacing the carpet less a deduction Landlord will make for the condition carpet was in when Tenant's Lease Contract started. Landlord will take into account the condition of the carpet including any carpet damage that was prior to Tenant's move in and the length of time Tenant lived in dwelling unit. Damages such as cigarette burns are charged out at \$20.00 per burn, unless the number of burns is excessive, in which case Tenant could be charged for replacing the carpet. Other damages, such as bleach spots or red Marks, depend on their size, number, severity, and location when determining the damage amount. Pet damage usually requires replacing the carpet. Tenant agrees that the decision when to and whether to replace damaged carpet and floor coverings will be made at Landlord's sole discretion.

Luxury Vinyl Plank (LVP) and/or Vinyl: Damage is usually caused by cuts and cigarette burns or sliding something heavy such as a washer or refrigerator across the vinyl. Damage can also be caused by pets.

Ceramic Tile: Damage is usually caused by dropping something on it causing it to chip or crack.

Wood: Damage is usually caused by getting it wet, dropping something or sliding furniture on it, causing scratches. Please be careful when watering plants (make sure plants have pot saucer to catch water). Protect the feet of furniture to avoid scratches.

27. FORCE MAJEURE: Landlord will not be responsible for the failure to perform or any delay in performance of any obligation under the terms and conditions of this Lease Contract, Rules & Regulations, and related leasing documents due to acts of God, labor disturbances, accidents, fires, floods, weather related events (such as blizzards), telecommunications or internet failures, strikes, acts of terrorism, wars, riots, rebellions, blockades, epidemic, pandemic, disease outbreak (including Covid-19 virus), acts of government, governmental requirements and regulations or restrictions imposed by law, or any other similar conditions beyond Landlord's reasonable control.

28. FORM: Landlord and Tenant hereby acknowledge that their agreement is evidenced by Article I the Lease Contract, Article II the Rules & Regulations (R&R), Article III the Roommate Responsibility Agreement (RRA) (if applicable), addenda to the Lease Contract and any other related leasing documents, any of which may contain some minor inaccuracies when applied to the particular factual setting of the parties. Landlord and 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 which the manner most effectuates their intent as expressed herein. The following rules of construction 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 Landlord or Tenant; 3) section headings are used only for convenience of 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 feminine, and neutral genders, as appropriate; and 5) in this Lease Contract use of the pronoun "you" and "your" shall mean and refer to "Tenant" and "Tenant's".

Different Variations of the same name of either the Tenants and/or Co-Signers including the use of nicknames, abbreviations and initials in different rental documents shall be considered immaterial and not name changes. They shall be considered one and the same name. The name Tenant gives in their Rental Application shall typically be the one Landlord uses for the Lease Contract.

Notwithstanding anything stated in the HMR Terms of Agreement, Part II (if Tenant has agree to it) to the contrary, all provisions and terms found in Sections 3.4 through Section 3.12 of the HMR Terms of Agreement, Part II which include: Severability, Release, No Warranties, Limitation of Liability, Arbitration, Class Action Waiver, Attorney Fees, Applicable Law, and Survival shall apply only

to claims, matters or disputes brought under the Telephone Consumer Protection Act "TCPA", [47 U.S.C. § 227 *et seq.*], the CAN-SPAM Act OF 2003, [15 U.S. Code Chapter 103], and/or under the North Carolina Uniform Electronic Transaction Act ("UETA"), [NCGS Chapter 66 Article 40, §§ 66-311 through 66-339] or any other statute, regulation, or legal or equitable theory regarding electronic communications and electronic documents as described in the HMR Terms of Agreement, Part II, none of these aforementioned provisions shall apply to actions brought by Landlord and/or Tenant under the terms and conditions of the Tenant's Lease Contract and these Rules & Regulations which are a part of it, unless they are also stated in the Lease Contract and/or Rules & Regulations. Actions include, but are not limited to: summary ejection, recovery of monies owed, or for other violations brought by Tenant or Landlord regarding the terms and conditions of Tenant's Lease Contract that these Rules & Regulations are a part of and that do not concern the use Electronic Communications and Electronic Documents or that do not involve the laws and regulations cited above in this paragraph.

This Lease Contract shall be governed by and shall be interpreted in accordance with the law of the State of North Carolina. This Lease Contract shall be treated as though it were executed in Watauga County, North Carolina and is to be performed in Watauga County, North Carolina. Any action relating to this Lease Contract shall only be instituted and prosecuted in courts in North Carolina starting with the appropriate court in Watauga County, North Carolina. Tenant and any Co-Signer(s) specifically consent to such jurisdiction and to extraterritorial service of process.

29. FROZEN PIPES: Winter weather can be hazardous to Tenant's water pipes. Pipes can freeze and burst causing water damage to Tenant's and Landlord's property. If the temperature drops below freezing, as it usually does during the winter, turn dwelling unit's heat up. Don't ever allow fuel to run out or let the power, heat, or breakers get cut off during the heating season, which runs from October through April. See "Utility Requirements" (R&R, Article II, Section 77) for additional information on heating requirements during heating season.

Tenant is required to always leave the heat on in all rooms and set on at least 55 degrees or higher if necessary so it is high enough to keep the dwelling unit warm and pipes from freezing. Christmas Break is a common time for pipes to freeze. To help prevent freezing pipes if you leave for the holidays, make sure the heat is on and open cabinet doors below sinks in the kitchen and bathroom(s) for heat circulation. If you are renting a house or a duplex, make sure the vents under the house or duplex are closed, along with any doors to the basement or crawlspace areas, to help keep dwelling unit's pipes from freezing. Many houses and duplexes also have heat strips in the crawlspace areas (which are included as part of Tenant's electric bill) to help keep the pipes from freezing, so make sure the electric breakers are on and thermostats are set to at least 38 degrees or higher.

If the pipes do freeze, locate the cut-off valves at the base of the fixture or where the water line comes into the dwelling unit (may be next to hot water heater) and cut the water completely off, either by turning the valve clockwise, turning it to off, or turn to a right angle (90 degrees) to pipe depending on the type of cut off valve. Also do this at hot water heater if leaking. Call Landlord as soon as possible if water is frozen.

Tenant understands that if Tenant's plumbing and/or plumbing fixtures leak or burst because Tenant did not have heat or electricity set high enough to prevent the plumbing or fixtures from freezing in Tenant's dwelling unit and/or building, Tenant is 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, including damage to the building, other dwelling units in the building, water lines and wells. This can cost thousands of dollars depending on the amount of damage.

30. GAS LOGS: If Tenant's dwelling unit has gas logs, Tenant may be required to have an account set up with the gas company or Landlord (whichever applies) and your gas logs turned on after when you move in. Tenant may be required to use at least a certain amount of gas each year, or pay a minimum charge to the gas company or Landlord if Tenant's usage is less. Tenant may also have to pay a meter-reading fee and a tank rental fee to the gas company or Landlord as part of their bill. See gas log information sheet for additional information concerning your gas logs. Tenant agrees to abide by any terms and conditions concerning gas logs that are part of the information sheet on gas logs.

31. GOOD HOUSEKEEPING: Tenant shall keep the dwelling unit, including but not limited to, all plumbing fixtures, facilities, floors and appliances, and any common areas, recreation areas, parking lots, and yards used by Tenant in connection with the premises, in a clean, safe, sanitary, and presentable condition. This helps prevent problems with roaches, ants and other pests from occurring.

Tenant agrees that the Landlord may conduct an inspection at any time and Landlord may require Tenant to clean the dwelling unit if, in the Landlord's sole opinion, it is dirty. Tenant agrees that if Landlord gives Tenant notice that the dwelling unit needs to be

cleaned, Tenant will have three (3) days to complete such cleaning before a re-inspection. If Tenant fails to clean the dwelling unit to the condition it was when Tenant moved in, the Landlord has the right to have the dwelling unit cleaned by a professional housekeeper at Tenant's expense. Tenant is responsible for promptly paying the bill for such cleaning.

Tenant is required to have a vacuum cleaner in the dwelling unit if it has carpet and to use the vacuum cleaner at least once a week.

32. HOLD HARMLESS: Tenant covenants and agrees to release and indemnify Landlord, hold it and defend it, its agents and employees harmless from, against: any action arising from enforcement of this Lease Contract, death, injury, claim, cost, remedy, expense, damage, loss, liability or cause of action to or of anyone for Tenant's, Tenant's employees, family, roommates, friends, servants, guests, visitors, invitees, agents and anyone claiming under them or to the public from any cause, act or omission whatsoever resulting from the use, nonuse or condition of the dwelling unit, grounds, parking lots, common areas and premises during the term of this Lease Contract.

Landlord is not liable for accidents, illnesses or the medical treatment thereof directly or indirectly related to Tenant's occupancy of the dwelling unit or on the premises.

33. HOLD OVER RENT: If Tenant shall hold over past 10:00 AM after the expiration of the term or other termination of this Lease Contract, such holding over shall not be deemed to be a renewal of this Lease Contract but shall be deemed to create a **tenancy-at-will**. By such holding over, Tenant will be deemed to have agreed to be bound by all the terms and conditions of this Lease Contract except those as to the term hereof and except that, during such **tenancy-at-will** Tenant shall pay **hold over rent at the rate of three hundred dollars (\$300.00) per day or part of a day** until the premises are vacated.

If Tenant does not surrender the dwelling unit at the end of the Lease Contract term or any renewal or extension thereof, Tenant will reimburse the Landlord for all damages which Landlord suffers as a result thereof, and will further indemnify Landlord against all claims made by any succeeding tenant against Landlord founded upon delay by Landlord in delivering possession of the dwelling unit to succeeding tenant, so far as such delay is caused by failure of Tenant to surrender the dwelling unit.

34. HORNS AND ALARMS: Tenant agrees that if the horn or alarm in Tenant's vehicle, while it is parked, is activated and Tenant is not available to cut it off, that Landlord has Tenant's express permission to turn off said horn and/or alarm by whatever means necessary. This includes disconnecting the vehicle's horn, alarms, and/or battery, by cutting or disconnecting the wires or, if all else fails, having the vehicle towed. Tenant agrees to hold Landlord and/or his agents, including employees and subcontractors, harmless from any such action, including, if necessary, breaking and entering into said vehicle for these purposes.

Tenant also agrees not to disturb other Tenants and neighbors by allowing friends to honk their vehicle's horn to alert Tenant that they are waiting on him.

35. ILLEGAL DRUGS: If Tenant, Tenant's friends, employees, agents, invitees and/or guests, engage in, permit or facilitate any drug-related criminal activity on or about the dwelling unit and/or premises, Tenant will be deemed to have substantially and materially breached this Lease Contract, with such breach being grounds to terminate Tenant's occupancy of the dwelling unit. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, dispensing, storage, use or possession of a "controlled substance" as defined under Section 102 of the Comprehensive Drug Abuse Prevention and Control Act (21 USC802(6), as amended), or to attempt, endeavor or conspire to manufacture, sell, distribute, dispense, store, use or possess a controlled dangerous substance or controlled substance, under relevant North Carolina statutes. Tenant is also in violation of Lease Contract if in possession of drug paraphernalia such as water pipes, bongs, etc. Proof of violation of illegal drugs shall be by a preponderance of the evidence.

Tenant agrees to sign and abide by Landlord's **DRUG-FREE HOUSING ADDENDUM**.

36. INSPECTION / RIGHT OF ENTRY: Landlord reserves and shall at all times have, the right to enter Tenant's dwelling unit to inspect for Tenants compliance with terms and conditions of this Lease Contract, make sure damage is not occurring, stop waste, clean, exterminate, turn off alarms, stop noise, alter, improve, maintain, repair the dwelling unit and premises, inspect or break up a party or gathering, perform any type of maintenance and/or repair, enforce any provision of this Lease Contract, show dwelling unit to prospective tenants, purchasers, inspectors, appraisers or lending institutions and in the event of an emergency affecting the health, safety or welfare of Landlord or any tenant or any property thereof and for any other reasonable purpose. Tenant agrees to

allow access and occupancy of the dwelling unit to workmen or anyone performing redecorations, painting, steam cleaning, replacing carpet(s) or repairing or remodeling as Landlord may deem appropriate and for such time as necessary without discount, abatement or prorating of rent. All such work shall be done, so far as practicable, in such manner to minimize interference with Tenant's use of dwelling unit. Entrance to the dwelling unit shall not be denied to Tenant except in police, fire, medical and other emergencies, crime scenes, etc. as allowed by law. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant, any loss of occupancy or quiet enjoyment of the dwelling unit and premises and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key and/or door code with which to unlock all doors in, upon or about the dwelling unit. Landlord shall have the right to use any and all means Landlord may deem necessary or proper to open such doors in an emergency in order to obtain entry to any portion of the dwelling unit. Any entry to the dwelling unit or portions thereof obtained by Landlord by any of such means, or otherwise, shall not under any circumstance be construed or deemed to be a forcible or unlawful entry into or a detainer of, said dwelling unit and premises, or an eviction, actual or constructive, of Tenant from the dwelling unit or any portion thereof. Landlord may display "For Sale" or "For Rent" signs on the dwelling unit.

This right of entry and inspection as spelled out above also applies in the event that the Tenant abandons the dwelling unit or is required to vacate dwelling unit due to Landlord exercising his rights upon Tenant's breach of Lease Contract.

37. INTERNET ACCESS RULES & REGULATIONS: The HMR Internet Access (IA) Rules & Regulations are posted on the HMR Website (www.HoltonMountainRentals.com) under Rental Information **for Tenants whose internet access is provided by Landlord as part of Tenant's Lease Contract.** The Internet Access Rules & Regulations explains the IA service, what Tenant's responsibilities are, the rules and regulations regarding IA service and what Tenant needs to do to connect Tenant's computer or other devices up to the modem for IA in Tenant's dwelling unit. By signing this Lease Contract, Tenant agrees to abide by these rules and regulations regarding IA service. These rules and regulations are subject to change by Landlord at any time.

DISCLAIMER: IA speeds vary depending on many factors beyond Landlord's control. Service can be slow at times and may be subject to interruptions. The IA service is provided by a third-party service provider over which Landlord has no control. Tenant agrees that Landlord is not responsible for any slowdown or interruption of IA service and Landlord **WILL NOT discount, abate or prorate Tenant's rent for any reason related to IA.** Please read the Landlord's IA Rules & Regulations for further details. Tenant agrees that Tenant is responsible for paying any service calls for IA that are caused by problems with Tenant's devices, computer setup or software. Tenant agrees that Landlord has advised Tenant that security is a problem with IA and that Tenant should take whatever steps necessary to protect Tenant's computer, including installing a firewall.

In order to help prevent virus problems, Tenant agrees Landlord may require that each Tenant with a computer and other devices connected to the IA provided by Landlord to sign a statement that Tenant's computer and/or devices are protected with virus protection software and that Tenant updates it and any operating software on a regular basis. If Tenant refuses to sign statement and/or Tenant's computer and/or devices are known to be a problem to the network, Tenant agrees that Landlord can disconnect the computer and/or devices from the IA by shutting the IA off and not reconnect the IA until Tenant's computer and/or other devices that connect to the internet are certified virus free and any necessary updates made.

Tenant agrees not to host a website using the IA data connection in his dwelling unit. Tenant agrees that Landlord is not responsible for any lightning damage to Tenant's computer, devices and/or other accessories. Tenant agrees that Landlord has the right to disconnect Tenant's IA service if Tenant fails to abide by the rules and regulations regarding IA use.

38. INTERRUPTION OF SERVICE: Tenant will receive no reduction, discount, abatement or proration of Tenant's rent, nor will Landlord be liable to Tenant due to repairs or interruption of services: to utilities, services, appliances, plumbing or equipment in or about the dwelling unit; due to defects in the dwelling unit; or due to the inability of Landlord to obtain proper fuel, utilities, or repair/replacement parts. In case it shall become necessary at any time, from accident or repairs, or to improve the condition or operation of the dwelling unit, or any equipment or utilities appertaining thereto, for Landlord to stop or curtail the operation of said equipment or utilities, Landlord may do so, in which case due diligence shall be used to complete the work.

39. KEYS AND LOCKOUT: Each Tenant is provided with a dwelling unit key and/or door code and if applicable, a bedroom key and/or door code, a laundry room key and/or door code, and/or a mailbox key. Keep up with your key(s) and/or codes). If Tenant loses keys or door code, Landlord may have to change locks at Tenant's expense. Tenant agrees to return all keys plus any copies that have been made to Landlord upon vacating dwelling unit and keep any gate codes confidential.

If Tenant is locked out, please do not damage or bend window screens, break windows, pry the door open or try to break in. Come to Landlord's office during normal business hours and borrow a key. Replacing the screens is costly and Tenant will need them when it gets warm outside. Tenant is responsible for any damage to screens, windows, window frames, doors, door frames, and/or locks.

If Tenants locks himself out and needs Landlord to let him in, Tenant will be charged a minimum of **\$45.00** or more if it is after normal business hours for each time Tenant is locked out. Tenant may come to Landlord's office during normal business hours and borrow a key, at no charge. **BE CAREFUL WITH YOUR KEYS!**

40. LANDLORD'S DEFAULT, LIMITATION OF REMEDIES AND DAMAGES: No default by Landlord in the performance of any of the promises or obligations herein agreed to by Landlord or imposed upon Landlord by law shall constitute a material breach of this Lease Contract, and Tenant shall have no right to terminate this Lease Contract for any such default or suspend Tenant's performance hereunder until Tenant notifies Landlord in writing of the alleged default and affords Landlord a reasonable amount of time in which to cure the default. In no event, and regardless of its duration shall any defective condition or failure to repair, maintain or provide any common area, fixture or facility used in connection with the dwelling unit, including but not limited to: parking lots, club houses, recreation areas, bus stop, tennis courts, walking track, volleyball court, basketball court, pool, hot tub, internet access, etc. constitute a material breach of this Lease Contract, and Tenant shall not have the right to terminate this Lease Contract or to suspend Tenants performance hereunder and Landlord will not discount, abate, or prorate Tenant's rent. Tenant hereby agrees that in any legal action instituted by Tenant against Landlord, whether for partial or material breach of this Lease Contract or any obligation imposed by law upon Landlord, Tenant's 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 Landlord's breach. In no event shall Tenant 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.

41. LANDLORD'S LIABILITIES: Landlord shall exercise ordinary care, but shall not be held liable for or responsible in any way for injury to any person, or for loss or damage to Tenant's property or that of Tenant's guests or other persons. Landlord shall have no responsibility or liability to Tenant for: any damage, act or negligence of any other tenant(s) or any noncompliance by any other tenant(s) of the building or complex of buildings in regard to that tenant's Lease Contract. Failure or delay in enforcing Lease Contract covenants of other tenants shall not be deemed negligence on the part of Landlord. Tenant shall indemnify Landlord from any claim or liability. This Lease Contract does not give Right of Storage to Tenant. Any personal property at the dwelling unit shall be removed from the premises upon vacating. In the event such property is not removed, Landlord may dispose of the property at his discretion, without any liability to Tenant. Tenant shall pay for all costs of removal of such property.

42. LEGAL EXPENSE / LANDLORD'S LIEN: Tenant shall pay and discharge all costs, expenses, and Agent's and/or Attorney's fees which shall be incurred or expended by Landlord due to breach of the covenants, terms and conditions of this Lease Contract by Tenant. Tenant understands that this means, if Tenant is taken to court to collect back rent, damages or property damage over and above Tenant's security deposit, Tenant will pay Landlord's Agent or Attorney for their time and effort. The cost will be \$250.00 in Small Claims Court (Magistrate's Court) and a minimum of \$750.00 or more in District Court. Landlord shall also have a lien pursuant to North Carolina General Statutes Chapter 44A on all Tenant's personal property that remains in the dwelling unit and/or on the premises after Tenant's abandonment of the dwelling unit and premises or termination of the Lease Contract or termination of occupancy as herein provided.

43. LIGHT BULBS: Landlord furnishes working light bulbs in each light socket when Tenant moves in. It is Tenant's responsibility to replace all bulbs in the proper sizes as needed, and to leave a working light bulb of the same type and style as was provided at move-in in each light socket when leaving. Tenant will be charged for any missing or burnt-out light bulbs that need replacing at move-out. Most bulbs are of the LED and fluorescent light bulbs type.

44. MAINTENANCE: Tenant agrees to maintain the dwelling unit, common areas, parking lots, grounds and property in as good a condition as Tenant finds them (reasonable wear and tear excepted) and will be responsible for paying for repairs at Tenant's expense for any damage beyond that of reasonable wear and tear or caused by negligence. This includes Tenant paying for any damages caused by Tenant getting paint on sidewalks, walkways and pavement (usually occurs when Tenant is painting a project).

TENANT AGREES AND UNDERSTANDS THAT LANDLORD IS NOT RESPONSIBLE FOR SNOW AND ICE REMOVAL.

TENANT AGREES TO KEEP ALL TOILETS UNCLOGGED AND ALL DRAINS FOR TUBS, SHOWERS, SINKS, COMMODES AND SEWER LINES OPEN AT TENANT'S EXPENSE. All drains will be considered to be open and in good working order if not reported within four (4) days of the beginning date stated in Lease Contract. **Under no conditions are disposable diapers, wipes of any kind, tampons, sanitary napkins, paper towels or other such refuse to be flushed down toilet. Do not pour oil or grease into the sink or flush down toilet.**

Tenant is responsible for all damage to: windows, doors, locks, light fixtures, screens or glass at Tenant's dwelling unit caused by negligence, abuse, vandalism, or accident. This includes, but is not limited to, damage to items such as storm windows, storm doors, screens, windows, doors, locks and interior or exterior light fixtures.

If Tenant has oil or kerosene heat, Tenant is responsible for paying for all service calls (labor and materials) that are caused by allowing oil or kerosene level get too low and the furnace or heater becomes clogged with sediment from the tank. To prevent this from happening, when the tank is refilled, keep the furnace or heater off for a couple of hours so the sediment can settle to the bottom of the tank once it is filled before re-starting it.

45. MISCELLANEOUS CHARGES: In addition to rent, Tenant agrees to pay, when due, electricity, telephone, internet, cable, cost of heating oil, gas, propane gas, water, sewer, trash and other charges accrued or payable in connection with Tenant's dwelling unit that Tenant is responsible for paying under the terms and conditions of this Lease Contract. If Tenant chooses to make payments online, Tenant is responsible for paying any online payment convenience fees.

46. MISREPRESENTATION: Any statements made by Tenant to Landlord in Tenant's application to rent are considered as inducements to execute this Lease Contract. Misrepresentations shall entitle Landlord to terminate this Lease Contract and/or terminate Tenant's right of occupancy and possession at any-time and to collect from Tenant any damages as stated in "Tenant's Default" (R&R, Article II, Section 71).

47. MOLD & MILDEW: Mold and mildew are both Fungi and can grow wherever there is excessive moisture. Spores that cause fungi (mold and/or mildew) are present both inside and outside and are part of the air we breathe daily and are part of everyday life wherever we live. They do not commonly cause problems unless excessive moisture and/or spores are present. Excessive moisture can be caused by a variety of reasons such as: leaks from various sources, not running the bathroom fan, not running or emptying a dehumidifier, storing items against an outside or basement wall without leaving an air gap, clogged gutters, clogged dryer vent, insufficient heat, using a humidifier and many other reasons.

If Tenant's windows and/or doors in sweat in cold weather, Tenant agrees that Tenant is responsible for keeping them and the surface areas near them free from moisture and fungi (mold and/or mildew) growth by wiping them down regularly.

Notwithstanding anything contained in this Lease Contract to the contrary, Tenant agrees to use Tenant's best efforts to prevent any conditions in the dwelling unit, such as excessive moisture, that could create an environment conducive to fungi (mold and/or mildew) growth. In the event such conditions develop, Tenant agrees to remedy such conditions. Landlord is not responsible for the consequences of any Tenant actions that leads to or exacerbates fungi (mold and/or mildew) growth (such as running a humidifier), and Tenant shall indemnify and hold Landlord harmless from any such action by Tenant. Tenant further agrees to promptly report to Landlord in writing, any actual or potential (mold and/or mildew) problem, regardless of what may have caused it. Failure to make a prompt written report of any potential fungi (mold and/or mildew) problem constitutes a breach of this Lease Contract and an unconditional waiver and release of any and all claims for any relief, including any alleged damages, whether accrued, contingent, just beginning to exist or coming to notice, or otherwise suspected or unsuspected, raised affirmatively or by way of defense or offset, related to or occurring or arising from or out of the unreported conditions.

Tenant further agrees that, in the event Landlord provides notice to Tenant of Landlord's intention to remediate fungi (mold and/or mildew) in dwelling unit, Tenant will provide immediate access to Tenant's dwelling unit to permit Landlord to remediate problem. In the event Landlord determines, at its sole discretion, that Tenant should vacate the dwelling unit during remediation, Tenant will relocate (at Landlord's expense) to another dwelling unit within the same complex as Tenant's dwelling unit for the period of time necessary to complete such remediation. In the event no other dwelling unit within the same complex is available for such a relocation, Landlord shall provide Tenant, at Landlord's sole discretion, either a) relocation at Landlord's expense to another, nearby dwelling unit owned or operated by Landlord (Landlord will help pay for moving Tenant's belongings), or b) termination of the Lease Contract without penalty for such termination and without any financial obligation beyond the date of such termination. Tenant's refusal to relocate in accordance with these provisions, or any other interference with Landlord's remediation efforts, shall constitute a breach of this Lease Contract and an unconditional waiver and release of any and all claims for any relief, including any alleged damages, whether accrued, contingent, inchoate or otherwise, suspected or unsuspected, raised affirmatively or by way of defense

or offset, related to or occurring or arising from or out of exposure to or the presence of fungi (mold and/or mildew). Landlord may terminate the Lease Contract and/or evict immediately upon Tenant's breach of any provision of this Section, and Landlord may exercise any one or more of any other remedy available to Landlord under the terms of the Lease Contract for a breach hereof or at law or in equity.

If (a) Tenant has made a good-faith written report to Landlord of an actual fungi (mold and/or mildew) problem in Tenant's dwelling unit, and (b) within seven days after such report Landlord has not either (1) taken any action to inspect and/or remediate fungi (mold and/or mildew) in Tenant's dwelling unit, or (2) provided Tenant with a plan remediation for Tenant's dwelling unit, then, and only

then, Tenant may terminate this Lease Contract without penalty for such termination. Nothing herein shall release Tenant from any obligation or claims related to delinquent and/or past due rent payments, fees, utility and service charges, fines, damages, services, repairs, maintenance, replacements or other charges or other amounts due and owed Landlord prorated to the date of such termination.

In the event of any conflict between the terms and conditions of this "Mold & Mildew" (R&R, Article II, Section 47) of these Rules & Regulations and any other terms and conditions contained in the Lease Contract and associated documents, the terms and conditions of this "Mold & Mildew" (R&R, Article II, Section 47) of these Rules & Regulations shall control.

48. MOVE-IN INSPECTION & INVENTORY: Before Tenant moves into dwelling unit, it will be cleaned and inspected thoroughly. Landlord makes sure that the dwelling unit is in good condition and ready for Tenant.

A digital copy of the Move-In Inspection & Inventory will be shared with Tenant through their Portal. Upon Tenant request, a paper version will be provided to Tenant at the HMR office. The Move-In Inspection & Inventory will be provided to Tenant within ten (10) days of the Lease Contract start date. The Move-in Inspection & Inventory lists the condition of the dwelling unit and the condition of any fixtures, appliances, furnishings or equipment provided. If Tenant feels the condition is listed incorrectly or not in the condition stated on the Move-in Inspection & Inventory, Tenant shall email, mail or bring by the Landlord's office a detailed written statement, listing any discrepancies (jpeg if pictures included) to Landlord within four (4) days of taking possession or within (4) days of the Move-in Inspection & Inventory being shared with Tenant, whichever is later. Landlord will review said discrepancies and revise Move-in Inspection & Inventory if necessary.

Tenant agrees to review the Move-In Inspection & Inventory and sign the original or revised version, either through the Portal or if Tenant does not have access to the Portal a paper version. Twenty (20) days after the Lease Contract starts, regardless of whether or not Tenant signs the Move-In Inspection & Inventory, Tenant agrees the conditions stated on the final version of the Move-In Inspection & Inventory (including any revisions agreed to by Landlord) are accurate. Tenant acknowledges receipt of the dwelling unit, fixtures, appliances, furnishings and/or equipment listed in the Move-In Inspection & Inventory and that they are in the conditions as stated therein.

Tenant is responsible for any damage that occurs to the dwelling unit, fixtures, appliances, furnishings or equipment during the term of Tenant's Lease Contract, except ordinary wear and tear as stated in "Fixtures, Appliances, Etc." (R&R, Article II, Section 23).

- **Move-in Inspection & Inventory for Successor Tenant(s)**

A Successor Tenant (takes place of vacating Tenant) is a Tenant who adds on to an existing Lease Contract and moves into a dwelling unit with one or more existing Tenants. The Successor Tenant is responsible for reviewing the original Move-In Inspection & Inventory for the dwelling unit shared on their online Portal and/or a paper copy provided to them by Landlord. If a Successor Tenant and any remaining Tenants feel that there is damage, other than normal, wear and tear, that has occurred since the original Move-In Inspection & Inventory was completed, they are responsible for making Landlord aware, in writing, of any damages that they feel that the vacating Tenant or remaining Tenants are responsible for within ten (10) days of the Successor Tenant taking tenancy. The Landlord will review the evidence provided and if in agreement, will deduct the damages that the vacating Tenant is responsible for from the vacating Tenant's share of the security deposit and charge the remaining Tenants for any damages that the remaining Tenants are responsible for. Any other monies due Landlord by vacating Tenant will also be taken out of vacating Tenant's security deposit before refunding the balance (if any). Any other monies due Landlord by the remaining Tenants will be charged to them. If the vacating Tenant's share of the security deposit is not sufficient to pay for the damages and/or monies due, the remaining Tenant's (if Joint Lease Contract), but not the Successor Tenant, remain responsible for any damages and/or monies due in excess of vacating Tenants share of the security deposit, until said damages are paid. If, Landlord is not made aware in writing of

any damages caused by vacating Tenant or other remaining Tenants within ten (10) days by the Successor Tenant and/or any remaining Tenants, then remaining Tenant(s) and Successor Tenant(s) agree to accept full responsibility for any damages existing in the dwelling unit. The conditions stated on the Move-In Inspection & Inventory will be updated to reflect any changes caused by damages, if they are not repaired at the time.

49. NOISE: Tenant will not make, permit, facilitate or cause to be made any disturbing or excessive noise. This is noise that disturbs the peace and quiet of other tenants and neighbors. Excessive noise can be caused by any of a combination of sounds from many different sources. Tenant is required to be considerate of neighbors by not playing his stereo, radio, video game, computer, or television or other devices so loud that they are objectionable to neighbors or Landlord. This includes making sure the bass is not too loud or a surround sound system is not played in such a way that it disturbs the neighbors. In addition, Tenant should avoid making noises that annoy the neighbors. Such noises can be caused by: jumping up and down while exercising, table games, singing, bouncing a ball, etc.

Tenant agrees not to conduct, give or permit vocal or instrumental instruction or practice. Tenant is not allowed to play or practice with musical instruments of any kind in dwelling unit or on the premises without the written permission of Landlord. This includes, but is not limited to: horns, drums, electric guitars, pianos, organs, etc. Remember, the neighbor might want to study, enjoy peace and quiet or sleep even if Tenant does not. If Tenant is being disturbed by noise from the neighbors, politely ask them to refrain from being so loud. Should excessive noise continue, notify Landlord. Excessive noise can occur at any-time of day or night. Sometimes noise that is not objectionable to neighbors during daytime hours of 9:00 am to 10:00 pm is objectionable during nighttime hours of 10:00 pm to 9:00 am. Please be as quiet as possible during the nighttime hours of 10:00 pm to 9:00 am. If Tenant causes excessive noise, Tenant may be fined a **minimum of \$50.00 per violation up to a maximum of \$150.00** per day, payable to Landlord, and Tenant is in default of Lease Contract. At Landlord's option, Landlord can take steps to terminate the Lease Contract as stated in "Tenant's Default" (R&R, Article II, Section 71). Tenant agrees that Landlord determines whether noise is excessive or not. Tenants receiving a noise ordinance citation from the Town or County are in default and violation of this Lease Contract and are subject to the terms and conditions cited above.

50. OVERNIGHT AND LONG-TERM GUESTS: If the dwelling unit is occupied by other than the parties named in this Lease Contract as Tenant or as an authorized occupant or in a written addendum, Tenant is subject to paying **\$100.00 in extra rent** to the Landlord, per extra person, for each day or partial day an unnamed person(s) occupies the dwelling unit in violation of the terms and conditions of this Lease Contract. This is in addition to the normal monthly rent and/or holdover rent. In addition, Tenant is in default of the Lease Contract and Landlord can take steps to terminate the Lease Contract as stated in "Tenant's Default" (R&R, Article II, Section 71). This does not apply to a guest who spends an occasional weekend or night. If Tenant has a guest(s) who wants to stay longer than an occasional night or weekend, please check with Landlord. Sometimes special written permission can be granted. The term "guest" includes, but is not limited to, significant other, friends, parents, spouses or children.

51. PAINTING: Landlord, at its discretion, repaints or touches up paint as needed at the beginning of Tenant's occupancy if Tenant's dwelling unit has painted walls. Landlord has certain standards and wants the painted walls to look good. Tenant agrees that, if Tenant lives in a dwelling unit less than one year and Tenant: subleases, requests release from their Lease Contract, or Tenant's occupancy is terminated and dwelling unit has to be repainted or the paint touched up after Tenant vacated, it will be considered as damages and Tenant will be charged. Tenant will be responsible for paying all of the cost of repainting or touching up the paint, since having to repaint in such a short time period is not normal wear and tear. If Tenant lives in the dwelling unit a year or more, some wear and tear such as a few scuff marks and a few small nail holes for pictures will be considered normal. If wear and tear is greater than that, Tenant will be charged the cost of repainting or touching up the paint. In other words, if Landlord has to paint all or most of, or the entire dwelling unit after just one year, Tenant agrees that anytime the wear and tear is considered excessive by Landlord that Tenant will be charged the cost of painting (less a dollar amount that the Landlord determines is normal wear and tear based on the size of the dwelling unit, painted area, length of occupancy) as damages. If Tenant lives in a dwelling unit two years or more and dwelling unit needs to be repainted at the end of Tenant's occupancy, Landlord would expect more black marks, scuff marks and small nail holes and for the paint on the walls to be more worn. This would be considered normal wear and tear due to the length of Tenant's occupancy and Tenant would not be charged the cost of repainting or touching up paint unless the wear and tear to the walls and ceiling was excessive.

Excessive wear and tear is also defined as: the walls or ceilings that: have holes, excessive nail holes, all holes have been spackled, been painted a different color, wallpaper or a wallpaper border has been added, are discolored, a sticky or greasy residue, places that must be patched, holes from where TV's were mounted to wall and any other damage, etc. **Do Not Spackle nail holes or other holes in walls when moving out.**

52. PARKING: Landlord reserves the right to control parking for the dwelling unit in any manner it deems necessary. Tenant agrees to park no more than the number of cars designated under "Parking" (Lease Contract, Article I, Section 3.5) of Tenant's Lease Contract in the parking lot (area) including any auxiliary parking lot. Tenant is to use only the number of spaces assigned to him. For the purposes of this Lease Contract, references to "cars" also mean other vehicles such as motorcycles, scooters and pickup trucks.

Tenant agrees to abide by any Parking Policies, rules, signs and regulations that apply to Tenant's dwelling unit's property, parking lot(s), driveways and/or roads. Failure to abide by these policies can result in Tenant's parking permit and parking privileges to be revoked at any time. Parking Policies will be issued with parking permits and are subject to change. Parking Policies and towing policies are specific to Tenant's dwelling unit and property. (Copies of current Parking Policies are available by request.) Please abide by the Parking Policies, rules, regulations and signs. It can be expensive if you or your guest gets immobilized and/or towed. There are **NO EXCEPTIONS TO PARKING POLICIES AND SIGNS**, so do not ask for an exception to be made for you or your guest.

Parking permits are issued and required for Tenant parking in most parking lots. Parking permits are issued only for the number of cars designated in Tenant's Lease Contract. **Temporary Parking stickers are available from Landlord during normal office hours. They are issued for Tenants that have a different car temporarily and in some instances for Tenant's guests staying a weekend. Ask Landlord for details.**

Dwelling units located in certain locations have 24 hour, 7 days a week, 365 days a year towing for cars & vehicles without a parking permit due to limited parking and to prevent unauthorized persons from taking advantage of convenient parking (especially near campus). Landlord strictly enforces the Parking Policies in order to ensure Tenant has available the number of parking spaces assigned to on Lease Contract. **This means that vehicles improperly parked and/or without a permit (visitor, friend, tenant, guest, parent, etc.) are subject to being immobilized and/or towed at Tenant's or vehicle owner's expense. It is Tenant's responsibility to notify their parents, visitors, friends, guests, etc. that the Parking Policies and rules apply to them before they visit. Unfortunately, in many locations due to limited parking there is no room for guest parking on the premises.**

Tenant agrees that Landlord, its agents, or assignees shall not be held responsible for any loss of, damage to, or theft of any vehicle parked anywhere on the grounds or premises of the dwelling unit, or to any personal property left in the vehicle.

Tenant agrees to comply with and inform Tenant's family, visitors, friends and guests to comply with all Parking Policies, rules, signs and regulations that apply to the use of parking lots, driveway and roads (none of such facilities are included in Tenant's rent), which Landlord either posts and/or provides in writing to Tenant. Failure to comply with parking policies may result in Landlord revoking Tenant's use of parking lots, driveways and roads.

Use of parking lots, driveway, and roads, may be revoked by Landlord without affecting the remainder of this Lease Contract, and Landlord **WILL NOT** discount, abate or prorate Tenant's rent. **LANDLORD CAN REVOKE TENANT'S PARKING PERMIT AND PARKING PRIVILEGES** by notifying Tenant by certified mail. Tenant agrees that if his parking permit is revoked and Tenant parks in parking lot, driveway, road, or anywhere on grounds or premises, Tenant's vehicle can be towed and stored at Tenant's expense for illegally parking.

Tenant's ~~Parking spaces and privileges are developed for the following reasons:~~ Parking spaces and privileges are developed for the following reasons: complex that dwelling unit is in. This includes exceeding posted or safe speed limits. Tenant will get **ONE** warning.

2. Tenant drives recklessly on the property. Tenant will get **ONE** warning.
3. Tenant parks improperly on the property. For example, in the wrong space, outside parking lines, not in a parking space, in a fire lane, no parking zones, blocks access to dumpster, etc. Tenant will get **NO** warnings.
4. Tenant has excessive parties and loses parking privileges. See: "Parties and/or Gatherings" (R&R, Article II, Section 54). Tenant will get **ONE** warning.
5. Tenant's vehicle in Landlord's opinion is too large for the parking lot.

Due to limited parking, Landlord must also require that Tenant park boats, campers, trailers, commercial vehicles, trucks in excess of 3/4 ton, large SUVs and large pickup trucks or vehicles other than cars elsewhere unless Tenant has the written permission of Landlord and then only in parking spaces designated by Landlord. Landlord at his option, may have any car, vehicle, trailer or other

property improperly parked, or stored so as to block or inhibit access or ingress and egress to any parking space, parking lot, road, a no parking zone, dumpster, sidewalk, walkways, fire hydrant, fire lane, and/or without a parking permit towed, immobilized or otherwise removed and stored at Tenant's or vehicle owner's risk and expense. Tenant does hereby further irrevocably constitute and appoint Landlord as Tenant's Attorney in Fact to: 1) remove any vehicles, trailers or other property parked or stored in violation of this Lease Contract and to store the same at the expense of Tenant in such place as Landlord, at its sole discretion, may deem proper; 2) move any authorized vehicles, trailers or other property of Tenant or Tenant's guests at Landlord's expense out of the way of any maintenance, repairs, parking lot striping, snow removal, etc., if in Landlord's opinion it is in the way and Tenant has not responded to Landlord's attempt to contact him and/or Tenant fails to move it in a timely manner.

53. PARTIAL PAYMENTS / MONEY PAID: Tenant shall make all payments in full. Acceptance by Landlord of a partial payment of monthly rent, payment, fees, extra rent, utility and service charges, fines, damages, services, additional rent, security deposit, other rent, charges, repairs, maintenance, replacements or other charges of less than the amount stated in the Lease Contract or billed to Tenant shall be deemed to be a partial payment. Under no circumstances shall Landlord's acceptance of a partial payment constitute accord and satisfaction. Nor will Landlord's acceptance of a partial payment forfeit Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. Acceptance by Landlord of a partial payment shall not be considered or construed to waive any right of 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. Landlord may accept any partial payment check with any conditional endorsement without prejudice to his right to recover the balance remaining due, or to pursue any other remedy available under this Lease Contract.

For bookkeeping purposes, Tenant authorizes Landlord to take monies paid for Tenant's down payment (Additional Rent and Security Deposit), rental (credit) application fee, rent, pet fee and pet deposit and/or other charges, and apply them in the following order: first towards Rental (Credit) Application Fee, then towards Additional Rent, Security Deposit, Pet Fee, Pet Deposit, Rent and any other monies due, in that order. Money paid in the normal course of business shall be applied to the oldest balances first and towards past due rent, then any other monies due including extra rent, holdover rent, and other rent, but lastly towards the current month's rent. This order is to be followed despite any endorsement, stipulation or other statement on any check or receipt. Any money due Tenant by Landlord may be applied first against any money due to Landlord by Tenant, including but not limited to, money from prepaid rent, etc. For your security and Landlord's, Landlord **DOES NOT ACCEPT CASH**. All money due must be paid by one of the methods described in "Payments" (R&R, Article II, Section 55).

54. PARTIES & GATHERINGS: Large parties and/or gatherings in or near the dwelling unit or grounds will not be tolerated. Party guests seldom respect your property or Landlord's. **Beer kegs at or in the dwelling unit, grounds or premises are not permitted at any time.** Landlord wants you to have a social life and to be able to invite a few friends over. However, for reasons such as fire safety, insurance and overloading, **Landlord must limit Tenant from having more than four (4) people over the number of Tenant(s) stated on your Lease Contract.** This means that the number of Tenants stated on your Lease Contract plus four (4) people are all that are allowed in the dwelling unit, grounds, or on the premises at one time. **NO EXCEPTION FOR BIRTHDAY PARTIES!**

Block parties or large outside gatherings are prohibited. These are outside and/or inside parties and/or gatherings where guests and Tenants gather in common areas, recreation areas, grounds and parking lots in crowds of varying sizes. If people are going in and out of your dwelling unit while a block party or large outdoor gathering is in progress, you will be considered one of the Tenants responsible for holding the party. Any party and/or gathering considered by Landlord or his agent or the police at their sole discretion to be a Block Party or large outside gathering is in violation and all persons who refuse to leave the common areas, recreation areas, grounds and parking lots will be considered trespassers. When a large gathering/block party is broken up, all people must leave common areas, recreation areas, grounds and parking lots. Tenant is not allowed to have more than the four people other than Tenants in his dwelling unit. If you want to avoid being held responsible for a block party, do not participate in it. Contact Landlord at the emergency number or call the police when a block party/large outside gathering is in progress. Alert Landlord to the situation then stays inside your dwelling unit or lock up and leave the premises. Any Tenants in dwelling units who participate in said block parties or large outside gatherings are subject to paying extra rent as stated below and are in violation of their Lease Contract.

Do not have parties or let gatherings get out of hand and become obscene or objectionable to your neighbors. Underage drinking or obvious public intoxication will at no time be permitted or tolerated. Landlord has these requirements because of limited parking, safety, dwelling size and disturbance to neighbors. If you have a party or gathering as defined in this section on Parties and/or Gatherings, you are subject to **paying an extra rent of \$200.00 per day to Landlord for each day or part of a day a party takes**

place at or about the dwelling unit or premises and you are in default of your Lease Contract. At Landlord's option, Landlord can take steps to terminate the Lease Contract as stated in "Tenant's Default" (R&R, Article II, Section 71). Each day is considered a separate violation. **Tenant agrees that if Landlord has repeated problems with Tenant having parties, Landlord can suspend Tenant's parking privileges as explained in "Parking" (R&R, Article II, Section 52).**

55. PAYMENTS: For Tenant's security and Landlord's **LANDLORD DOES NOT ACCEPT CASH.** The following are forms of payment that the Landlord accepts under the following conditions:

1. **Checks or eCheck** - Landlord agrees to accept Tenant's checks under these conditions. If a Tenant's check or eCheck ("ACH check") is returned or dishonored for any reason there will be a TWENTY-FIVE (\$25.00) dollar handling fee (bad check fee) charged to Tenant for each time it is refused payment by any bank. Landlord also reserves the right to seek enforcement of the returned check pursuant to NCGS, Section. 6-21.3 if necessary. Check writing is a privilege that Landlord may suspend or discontinue at any time and require that Tenant make payment by other means acceptable to Landlord.
2. **Money Order or Official Bank Check** The issuing company must be in the USA and acceptable to Landlord.
3. **Online Payments** – Landlord agrees to accept Tenant's payments online via the online HMR Portal. To use the Portal there are disclosures and terms and conditions regarding the use of electronic communications, electronic documents, and electronic payments that Tenant has to agree to in order to use it. Tenant's express written consent to them in the HMR Terms of Agreement, Part I (either the Rental Application version of which it is a part or the HMR Website version), and the HMR Terms of Agreement, Part II along with an invitation from HMR, allows Tenant to sign up for the HMR Portal. The agreements can be reviewed on the HMR website www.HoltonMountainRentals.com under Rental Information. Tenant can then use HMR's Portal to make payments for, Rent, Security Deposit and other monies due. Tenant can use eCheck, Debit Cards and Credit Cards (there is an additional convenience fee to Tenant to use Debit/Credit Cards). Online payments are a privilege that Landlord may suspend or discontinue at any time and require that Tenant make payment by other means acceptable to Landlord.

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 Landlord, additional rent, security deposit, extra rent, and other rent. Holton Mountain Rentals does not issue receipts, if Tenant pays through the online Portal. The Portal will email Tenant a payment confirmation. For payment information and history, Tenant can view Tenant's payment record through the online Portal. A cancelled check, debit or credit card statement and/or bank statement can also be a receipt.

56. PEST CONTROL: Living in the mountains means that many insects and animals share the natural environment and can become pests when they enter inside the dwelling unit. In the event pests are detected in or around the dwelling unit and are reported by the Tenant to Landlord, **Landlord and Tenant agree to coordinate with each other to assure that all reasonable measures necessary to control or eradicate the pests are taken by the appropriate party, by using the proper protocol as determined by a licensed NC pest control service.** This in no way limits Landlord's right to use maintenance staff or for Tenant to remedy the situation where appropriate. **If Tenant's dwelling unit has a pest control problem of any significance, regardless of the cause or who is responsible, Tenant is required to contact Landlord first for help in determining the best way to remedy it.**

Tenant agrees to not knowingly or negligently bring used furniture or other items into the dwelling unit that may be infested with pests (including fleas and/or bedbugs) or create any condition that would cause pest issues. Tenant agrees to keep the dwelling unit in a clean and debris free condition.

Landlord and Tenant agree to abide by the terms and conditions concerning pest control contained in these two Rules & Regulations sections "Pest Control" (R&R, Article II, Section 56) and "Fleas & Bedbugs" (R&R, Article II, Section 24). **The terms and conditions found in these documents outline the responsibilities that Landlord and Tenant each have for taking care of pest control problems that occur inside Tenant's dwelling unit. Tenant understands there may be pest control problems that Tenant is responsible for taking care of and/or paying for.**

Landlord agrees, prior to Tenant moving into the dwelling unit, to inspect for pests and to pre-treat and/or take necessary steps to eradicate pests from the dwelling unit in the event that any are detected, unless Tenant takes the dwelling unit "As Is." **Landlord also agrees to be responsible for taking care of, without cost to Tenant, all pest control problems that occur outside Tenant's dwelling unit, including the rest of Tenant's building and grounds unless there is evidence that Tenant and/or Tenant's guests created the environment that could have or actually did create the pest problem, in which case Tenant is responsible for paying. Tenant acknowledges that the execution of the Lease Contract does not guarantee or warrant a pest-free environment.**

Upon move-in, it is Tenant's responsibility to conduct a thorough inspection of the dwelling unit for pests. **If Tenant fails to report any pest infestation and/or problems with the dwelling unit within fourteen (14) days after Lease Contract begins, it shall be an acknowledgement by Tenant that the dwelling unit is in an acceptable and pest-free condition. An exception to this fourteen (14) day time period is for fleas and bedbugs only, which is for a thirty (30) day time period** unless exceptions apply, as stated in "Fleas & Bedbugs" (R&R, Article II, Section 24) of these Rules & Regulations. If Tenant has taken steps required to remedy pest problem as recommended by Landlord and pest problem persists, **Landlord (with the exception of fleas and bedbugs agrees to pay for the first pest control treatment or remedy inside the dwelling unit and any necessary follow-up treatments or remedies until the initial pest problem is eliminated or under control. After any initial pest problem is eliminated and Landlord has paid for the first pest control treatment or remedy and any necessary follow up treatments, Tenant agrees to pay for any subsequent treatments or remedies needed inside the dwelling unit and that amount is due and owing as other rent and is payable on or before the next due date for rent.**

Landlord and Tenant responsibilities regarding fleas and bedbugs are as stated in "Fleas & Bedbugs" (R&R, Article II, Section 24) of these Rules & Regulations. Any other pest control problems that Tenant is responsible for taking care of and/or paying for are as stated in this section "Pest Control" (R&R, Article II, Section 56).

57. PETS: Tenant agrees that **at no time** shall any animal and/or pet of any kind, including, but not limited to, dogs, cats, birds, spiders, reptiles (including all lizards, iguanas, snakes, tortoises and turtles), bats, hedgehogs, primates, rabbits, insects (scorpions), hamsters, guinea pigs and raccoons, be kept or harbored in or about the dwelling unit by Tenant or his guest(s) without written permission of Landlord. If Tenant wants to have an animal and/or pet it is Tenant's responsibility to check with Landlord to see if the dwelling unit Tenant is renting is animal and/or pet friendly. If Tenant is allowed to have an animal and/or pet that is to be part of this Lease Contract, a written and signed Pet Addendum or an Assistance Animal (for Emotional Support) Eligibility Addendum must accompany this Lease Contract except in the case of a service animal. Tenant may keep and maintain a service animal as long as he and the service animal qualify under the Americans with Disabilities Act (ADA) requirements. Tenant agrees to comply with rules and regulations of Landlord that are applicable to service animals, animals and/or pets, plus any applicable local, NC State or Federal laws. Fish are allowed as long as they are in an aquarium no larger than 25 gallons and Tenant agrees to not move aquarium with water in it.

Friends, visitors, family and/or guests must leave their animals and/or pets at home or in their vehicle (make sure there is plenty of ventilation) when they come to visit unless it is a service animal as defined by the ADA. Animals and/or pets take a lot of time, care and expense. If they are not supervised properly, they can damage your property and Landlord's. If Tenant does not have Landlord's written permission to have an animal and/or pet as defined in this section and Tenant and/or animal does not meet or comply with ADA requirements for service animals, then Tenant is subject to **paying an extra rent of \$200.00 per pet, per day or partial day for each day or partial day that an animal and/or pet is in or about the dwelling unit or premises** and Tenant is in default of the Lease Contract. At Landlord's option, Landlord can take steps to terminate Tenant's Lease Contract as stated in "Tenant's Default" (R&R, Article II, Section 71). In addition, Tenant agrees that if applicable the cleanup fee below applies and if fleas are found Landlord will have a flea spray-out done, at Tenant's expense, of Tenant's dwelling unit and of adjoining dwelling units, if necessary. The flea-spray out is to be done by a qualified, licensed local exterminator who guarantees their work.

Tenant will be considered to have an animal and/or pet and be in violation of Tenant's Lease Contract if: Tenant feeds visiting animals and/or pets or if any of the following is found inside or near Tenant's dwelling unit: a pet, animal, reptile, bird, fleas, feeding bowl, watering bowl, food set out for any animal, litter box, pet food, pet bed, pet toys, pet house, pet chain, any signs of scratching or gnawing on furniture, carpet or dwelling, 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, violations of any of the terms of this Lease Contract constitute a basis for termination of Tenant's occupancy.

Tenant may be unaware that when a pet lives in or visits a dwelling unit, it often leaves an odor in the carpet that cannot be removed without replacing the carpet. If this happens, Tenant is responsible for the cost of replacing the carpet and padding in the dwelling unit, plus the cost of repairing and replacing anything else damaged by the pet such as the replacement of floorboards and door facings.

With the exception of service animals as defined above in this section, Tenant agrees to restrain any animal and/or pet that Tenant has at all times when on property of Landlord and outside of dwelling unit. Animal and/or pet is to be restrained in an animal carrier or by a leash, harness or other similar device not to exceed six feet in length (contact Landlord if Tenant qualifies for an exception

to restraint policy). Tenant agrees that any animal and /or pet is required to be under constant supervision when outside. If an animal and/or pet is running loose, Tenant is in violation of Tenant's Lease Contract. Exclusive to certain properties that Landlord advertises as animal and/or pet friendly, Landlord may have additional restraint options due to other factors such as fencing etc. For health, odor control and safety purposes, Tenant is responsible for cleaning and picking up Tenant's animal and/or pet feces inside or outside on a timely basis and in the case of dog feces after each occurrence. The feces are to be put in a plastic bag, tightly tied off and properly disposed of in the dumpster or exterior trash can. This includes Tenant cleaning feces off of any hard surfaces with water and scrub brush if necessary. Tenant will be assessed a cleanup fee for removal of animal and/or pet feces that Tenant does not clean properly. Tenant will be charged a minimum of \$45.00 per hour, prorated for partial hours, with a minimum charge of \$30.00 each time Landlord has to have animal and/or pet feces cleaned up because Tenant didn't. Any inside litter boxes must be emptied on a regular basis, placed in a plastic bag, tied off tightly and put in a dumpster or outside trashcan to prevent odor and insects in the dwelling unit. It is also understood that any animal and/or pet must not become a nuisance to the neighbors or other parties. Barking dogs must be kept under control so as to minimize or eliminate the barking. Animals and/or pets are not to be tied-up, chained, or left unattended, outside the dwelling unit or building including decks, porches, patios and premises.

Tenant agrees to reimburse Landlord for any primary or secondary damages caused by the keeping of an animal and/or pet whether the damage is to the dwelling unit or to any common areas or grounds used **in conjunction with them, and to indemnify Landlord from any liability** to third parties and to hold Landlord harmless from any liability which may result from Tenant's keeping of such animal and /or pet. Tenant further understands Tenant is financially responsible and legally liable for any and all actions of any animal and/or pet including service animals, that Tenant has. Landlord recommends Tenant consider getting insurance that covers any such possibilities.

58. PICTURES & POSTERS: To hang pictures 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 command adhesive strips** or the patch-type hangers that stick to the wall with adhesive. Under no circumstances attempt to nail, put in hooks or attach anything to the ceiling, including hanging plants or ceiling fans.

Posters should be attached to the wall with straight pins, thumb tacks or push pins (DO NOT USE A STICKY TACKY BLOB). On paneled walls put pins in the grooves of the paneling only. Do not attempt to affix posters to the wall with any type of gummed tape, especially scotch tape or with a sticky, tacky blob. If tape, tape residue or torn sheetrock paper or oily residue from a sticky, tacky blob is found, you will be charged for damages. The sticky, tacky blob leaves an oily residue, thus damaging the paint and resulting in the walls having to be repainted.

59. PLUMBING SYSTEM: Leaking pipes, faucets, toilets or continuously running toilets should be reported to Landlord's office, and Landlord will have them repaired at no cost to you. An exception is frozen pipes; see "Frozen Pipes" (R&R, Article II, Section 29). If the hot water heater should start leaking, you should cut off the (cold) water valve on top of the hot water heater by either turning the round valve clockwise till it stops, turning to stop marked off, or turning straight handle to a right angle (90 degrees) to pipe, depending on the type of cut off valve. Then cut off the circuit breaker or unscrew the fuse for the hot water heater and call Landlord. **Under no conditions are disposable diapers, wipes of any kind, tampons, sanitary napkins, paper towels or other such refuse to be flushed down toilet. Do not pour oil or grease into the sink or flush down toilet.** Tenant agrees to keep all toilets unclogged and drains in tubs, showers, sinks, commodes and sewer lines open at Tenant's own expense. All toilets and drains will be considered to be open and in good working order if not reported within four (4) days of the beginning date stated in this Lease Contract. **Tenant is required to keep a plunger for unstopping sinks and toilets on hand.** Try plunging a stopped-up toilet before calling Landlord, it could save you the cost of a service call.

60. POSSESSION: Landlord has not guaranteed a specific delivery date for your dwelling unit and you will only be charged rent from the latter of the beginning date specified at the first of this Lease Contract or the date Landlord renders possession of the dwelling unit to you.

If, through no fault of your own, you are unable to secure your right of possession of the dwelling unit at the beginning date of the Lease Contract, Landlord shall not be liable for any damages caused thereby, nor shall this Lease Contract be void or voidable except as hereinafter provided. You shall not be liable for any rent until you secure actual possession, unless the failure to secure possession was your fault. You or Landlord may terminate this Lease Contract if you are unable to secure possession through no fault of your own within seven (7) days of the commencement of the term stated herein. At this point, Landlord's liability shall be limited to the return of all monies paid on account. This option to terminate the Lease Contract cannot be exercised after you take occupancy.

61. PROHIBITED: The following things are prohibited in the dwelling unit or on the premises and grounds:

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1. **AIR CONDITIONER:** Do not install or have installed any window air conditioners. If Tenant does so, he is to pay Landlord for any damages caused and pay the Landlord's estimated cost of electricity to operate it if Landlord is including electricity as part of Tenant's rent. (Landlord does allow Portable Air Conditioners that sit inside the unit with a hose out the window.)
2. **BONFIRES:** No fires or bonfires of any kind, outside or inside, unless you have an inside fireplace or woodstove in which fires are permitted. Be careful of ash disposal and make sure ashes are put in a metal ash bucket with metal lid, taken outside and let sit for several days before disposing of. Do not set ashes on a wood deck or against a wall!
3. **CANVASSING:** Distribution of handbills, circulars, advertisements, papers or other matter is prohibited in common areas of the grounds or slipped under dwelling unit doors, or attached to doors, Canvassing, soliciting or peddling in the common areas and at dwelling unit is prohibited.
4. **CHALKING:** No chalking allowed. This includes messages, art, games, or creative uses of chalk scrawled, written, or drawn in chalk on sidewalks, parking lots, roadways, and buildings.
5. **CLIMBING:** No climbing on roofs, decks, trees or railings.
6. **CLOTHES LINES:** Do not install, erect or utilize exterior clotheslines within common area of dwelling unit.
7. **DARTBOARDS:** No dartboards unless you get written permission of Landlord.
8. **DAY CARE CENTER & BABY-SITTING:** Do not provide, for consideration or other compensation, in or about the dwelling unit, substitute parental or guardianship care or supervision to children not related to Tenant by blood unless it is a roommate's child. If others are needed to babysit at dwelling unit, explain situation to Landlord and ask him for a written exception.
9. **FIRE RISK:** Do not store in the dwelling unit or any storage area any material of any kind or description that is considered hazardous, or that would increase the risk of fire or cause an increase in Landlord's insurance premiums.
10. **FIREWORKS:** No fireworks of any kind are permitted including firecrackers, sparklers, smoke bombs, bottle rockets, etc.in or on dwelling unit, property and/or grounds.
11. **GARAGE SALES:** No yard, garage, tag, or rummage sales are permitted at any time.
12. **GLASS BOTTLES:** No glass bottles are allowed in common areas, recreation areas, grounds and/or parking lots. Only plastic and paper cups or aluminum cans are allowed.
13. **GRAFFITI:** No graffiti allowed. Anyone found defacing property will be charged with destruction of property and/or the violation of any other applicable law and damages.
14. **GRILLS:** No cooking and/or outdoor grills, including but not limited to charcoal grills, gas grills, Coleman stoves or any other open flame cooking devices are to be used or stored on decks, patios, balconies, and walkways at any time. Tenant agrees grills are subject to confiscation and disposal by Landlord if left sitting on decks, balconies or walkways and Tenant releases Landlord of any liability for confiscation and disposal. An exception for grills is Tenants may to have a propane gas grill with a flip down metal lid on a deck or patio exclusive to said Duplex or Single-Family Home. **For safety purposes, Tenant renting a Duplex or Single-Family Home agrees to keep any gas grill out from under any roof by several feet and one foot off of any railings and/or siding at all Times when using. After using gas grill allow a 12-hour cool down period while still hot before moving gas grill. Don't set dwelling unit on fire!**
15. **GUNS/KNIVES/WEAPONS:** Tenant will not discharge, display, have on premises or in any way use in, on or around the dwelling unit and premises, any guns or firearm or weapon of any type. This includes but is not limited to pistols, rifles, BB guns, pellet guns, paintball guns, knives, swords, bows, etc. Kitchen, X-Acto type and pocket knives are allowed.
16. **HAMMOCKS:** Do not put Hammocks on or attach them to buildings, railings, staircases, landings, walkways, common areas or hang them from trees at any time. A warning will be given for the first violation; thereafter, Landlord will remove and dispose of Hammock and straps. Hammocks are only permitted if safely attached and on a private deck, porch, patio, and/or in a private yard that Tenant is responsible for maintaining. Hammocks in a private yard that Tenant maintains may be hung from trees at a safe height as long as trees are not being damaged.
17. **KEROSENE OR PROPANE PORTABLE HEATERS:** Do not store, install or operate in or about the dwelling unit, any unvented, portable kerosene-fired, propane-fired, or white gas (Coleman) heaters.
18. **PET SITTING:** Do not provide free, or for consideration and/or other compensation, in or about the dwelling unit care of any animal or pet other than for one that Tenant has Landlord's written permission to have. This does not apply to certified service animals.
19. **PLASTIC ON WINDOWS:** No plastic is to be put up over the inside or outside of your windows or doors without the written permission of Landlord. If permission is granted, do not use staples or tape, use only a plastic sheet that goes up with a

- hairdryer on the inside of the windows.
20. SATELLITE DISH: Do not install, attach or put on a stand, any satellite dishes or TV antennas anywhere on the exterior of the premises without first getting approval and signing a written installation agreement with Landlord setting forth the terms of the installation. Check with Landlord to see if your dwelling unit can have one. **Never Attach a Satellite Dish to a Roof!**
 21. SIGNS: No signs in dwelling unit windows or on the exterior walls. This includes stickers, posters, lettering, or signs whether inside or outside. Also included are any items that are visible through your windows that are objectionable. Landlord has final say on what is considered objectionable.
 22. SKATEBOARDING: No skateboarding is allowed on the grounds or premises of the dwelling unit. This includes walkways and parking lots.
 23. SMOKE & ODOR: No smoking or vaping is allowed inside dwelling unit. No excessive smoke or odor caused by any source that originates from dwelling unit including incense, candles, from certain types of food being cooked, and/or other sources that disturbs other Tenants in building or complex, whether coming from either inside the dwelling unit or outside of it. Landlord determines what is considered excessive.
 24. TABLE GAMES: No table games such as pool, foosball, air hockey, ping-pong, etc. without the written permission of Landlord.
 25. THROWING OF ARTICLES: Do not throw, or allow to be thrown, anything out the windows or doors or down the Passages of the building, or from the balconies, decks or patios. This includes bottles, cans, cigarette butts and grease. Tenant is responsible for cleanup cost.
 26. TORCHES: Flame type torches (TIKI torches) of any kind, whether burning or not are not allowed. Tenant agrees flame type torches are subject to confiscation and disposal by Landlord if left sitting on decks, balconies or walkways and Tenant releases Landlord of any liability for confiscation and disposal.
 27. TV WALL MOUNTS: No TV wall mounts are to be attached to the dwelling unit's walls without written permission of Landlord. Landlord at Landlord's sole discretion and has the right to approve or deny permission to allow Tenant to mount a TV to a wall. If Tenant mounts a TV to a wall Tenant is responsible for paying the cost to repair any damages including repairing holes and repainting.
 28. WATER-CONTAINING FURNITURE: Do not keep water-containing furniture in the dwelling unit, such as Waterbeds, etc. without written permission of Landlord.
 29. WINDOW SILLS & OUTSIDE RAILINGS: Do not place anything that could easily be blown or knocked off, things such as flowerpots etc. on the outer edges of the sills of windows or outside on top of railings for walkways, decks and staircases.
 30. WEB CAMERA BROADCASTING: For privacy purposes, no web camera (including phones and other devices) broadcasting by the Tenant over the internet of other roommates within their dwelling unit without their roommate's permission. Tenant is allowed to use Zoom, Facetime and other similar video communication apps for classes and other uses.

If Tenant violates the terms of this Lease Contract in regards to any of the above items which are prohibited Tenant is in default of the Lease Contract. At Landlord's option, Landlord can take steps to terminate your Lease Contract as stated in "Tenant's Default" (R&R, Article II, Section 71). You are also subject to a **fine** that can range from a **minimum of \$50.00 up to \$150.00**. The exact amount of the fine is set at the discretion of Landlord and is payable to Landlord for each violation. Each day or partial day is considered a separate violation.

62. RELOCATIONS: Prior to Tenant taking occupancy and moving into dwelling unit under the terms of this Lease Contract, Landlord shall have a right to substitute comparable other premises ("Other Premises") in the same complex in which this dwelling unit is located for the premises originally named herein, or previously substituted premises. Landlord shall give Tenant at least a 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 an act of God, fire, flood, etc. Landlord has the option of relocating Tenant to a comparable alternative dwelling unit, in this or another location, whether or not in same complex, until Tenant's dwelling unit is repaired or Tenant's Lease Contract expires, whichever is first.

63. RENEWING YOUR LEASE: Landlord's office will contact Tenant in the winter about renewing Lease Contract. People will start inquiring about rentals for the next rental year as early as Halloween, so Landlord needs to know if you are renting your dwelling unit for another year as soon as possible. If, Tenant is interested in renewing his Lease Contract, Landlord is willing to renew to him and if Tenant has not agreed to renew his Lease Contract by February 1st of the present Lease Contract term, his dwelling unit may be subject to non-availability.

In order for Landlord to rent the dwelling unit for next year, it may need to be shown to prospective tenants. Tenant agrees to allow

Landlord to show the dwelling unit as necessary, at reasonable times.

64. RENT: Rent is due and payable as stated in the Lease Contract. If rent is late, late fees must be paid with the monthly rent along with any payments for fees, extra rent, other rent, utility and service charges, fines, damages, services, repairs, maintenance, charges, replacements, etc., that are owed to Landlord by Tenant. All rent will be deposited in an insured interest-bearing escrow account with all interest accruing for the sole benefit of Landlord. If Tenant chooses to make payments online, Tenant is responsible for paying any online payment convenience fees.

In any given calendar month in which Tenant is entitled to occupancy for twenty-eight (28) days or more, it shall be counted as a full month for the purposes of this Lease Contract, including without limitation, pro-ration of rent and other monthly fees paid to Landlord (monthly amount). In any given calendar month that Lease Contract entitles Tenant to less than twenty-eight (28) days of occupancy, the monthly amount due Landlord will be figured by the following formula: 1) when Lease Contract entitles Tenant to twelve (12) or less days of occupancy, or from sixteen (16) to twenty-seven (27) days of occupancy, the prorated monthly amount due is calculated by dividing the regular monthly amount due by thirty (30), multiplying that number by the number of days of occupancy to which Tenant is entitled. The result is what is due Landlord for that month; 2) exception: Tenant owes half (1/2) the normal monthly amount in any given month that the Lease Contract entitles Tenant to thirteen (13), fourteen (14), or fifteen (15) days' occupancy; 3) Late Fees, if due, are not prorated. They are always calculated on the full regular monthly rent and other monthly fees paid to Landlord.

If Tenant is in default of this Lease Contract because of nonpayment of rent, Landlord may at his option decide not to accept full or partial payment of rent until Tenant's occupancy is terminated and Tenant has vacated as stated in "Tenant's Default" (R&R, Article II, Section 71) of this Lease Contract.

If Landlord agrees to accept rent after legal action has been initiated, Tenant must:

1. Pay the full amount owed.
2. Pay for all rent, late fees, payments, fees, extra rent, other rent, utility and service charges, fines, damages, services, charges, repairs, maintenance, replacements, etc. that are owed to Landlord.
3. Pay the fee for filing eviction or complaint for money due papers.
4. Pay Landlord's Attorney or Agent's fee of \$250.00 for Small Claims Court or at least \$750.00 or more for District Court. Please pay rent on time.

65. RENTAL APPLICATION: As a convenience to Tenant, Tenant may be allowed to sign a Lease Contract for a dwelling unit before their Rental Application(s) is approved. Tenant may be allowed to sign a Lease Contract before Co-Signer has signed and agreed to be a Co-Signer/Guarantor (if required). Landlord, at Landlord's option, can terminate this Lease Contract if he has not received any or all requested Co-Signers signatures, Co-Signer Agreements and/or other required forms of rental guarantee, such as the last month's rent paid in advance. If Tenant's credit report or credit history does not meet Landlord's normal standards, Landlord may request either a rental guarantee in a form sufficient to Landlord, or have Tenant to pay the last month's rent in advance of occupancy, or both. Landlord will notify Tenant if Tenants Rental Application is declined by Landlord. Landlord can also terminate this Lease Contract before Tenant moves in if Tenant's credit report or credit history does not meet Landlord's normal standards or if Tenant is arrested or charged with a crime or any violation of Local, State or Federal Law or Ordinance. Landlord can also terminate this Lease Contract prior to the start date of the Lease Contract term, if Tenant is a current Tenant in this or another dwelling unit that Landlord manages and Tenant violates the Lease Contract for that dwelling unit. The Lease Contract is not binding until Landlord signs it and if Tenant's situation changes for any of the reasons cited above Landlord may terminate it prior to its start date for any of those reasons. Tenant gives Landlord permission to share and report information that Landlord is aware of such as: credit, e-mail address, residence address, phone number(s) landline and cellular, Co-Signer contact information (with other roommates and their Co-Signers), status of occupancy, payment history, behavior issues, judicial issues, compliance or non-compliance with Landlord's rules and regulations and whether Landlord would rent to Tenant again. Social security numbers would only be provided for credit reporting purposes, collection of past due monies, if required for legal documents for reporting purposes or by court order. This permission survives and continues past the end of the Lease Contract. The reason this information is usually shared is for the purpose of: credit reports, collection of past due monies, security clearance background checks, if required for legal documents law enforcement requests, request by owner of dwelling unit (that you are leasing or have leased) and rental references. Also, if there are money, other problems and/or issues between Tenants sharing a dwelling unit. Your future credit and ability to rent or buy may depend on a positive credit and rental history. **DON'T DO ANYTHING TO JEOPARDIZE YOUR CREDIT!**

66. RENTERS INSURANCE: Landlord pays insurance on Tenant's dwelling unit, but that insurance Covers only the building and the property of the owner. It does not cover Tenant's personal property or Tenant's liability. During the term of this Lease Contract,

and any extension thereof, Tenant should, at Tenant's sole cost and expense, purchase renters form, homeowner's insurance coverage providing for personal liability, bodily injury and property damage coverage. Personal property coverage should be purchased for the value of Tenant's belongings. This coverage would insure Tenant's personal property located or stored in or at the dwelling unit for the benefit of Tenant against loss or damage resulting from broad named perils including: the risks of damage, destruction, or loss resulting from theft, fire, storm, and other hazards and casualties. Typically, tenant's purchase at least \$500,000 in general liability insurance for liability protection, but to determine the correct amount of insurance coverage for Tenant's needs a licensed NC insurance agent should be contacted. Tenant agrees that it is Tenant's sole responsibility to determine the amount of insurance coverage Tenant needs and to review the insurance policy to make sure Tenant has the insurance coverage Tenant needs.

Regardless of whether Tenant secures insurance, Landlord and his agents shall not be liable for any damage to, destruction of, or loss of any of Tenant's personal property located or stored in or at the dwelling unit regardless of the cause of such damage, destruction, or loss, this includes on a nonexclusive basis damages caused by flooding, water, snow, rain, backing up of water mains or sewers, frost, steam, sewage, gas or odors of any kind, electricity and electric current or by the bursting, stoppage or leakage of water pipes, hot water heaters and plumbing and fixtures in or about said dwelling unit or the building of which the dwelling unit is a part.

In any event, where both Tenant's and Landlord's insurance policies provide or seem to provide coverage, Tenant's policy shall be primary and Landlord's policy secondary or excess if necessary, to provide full coverage for the injury or damage sustained to the party or parties sustaining such injury or damage. Any waiver, or subrogation, or indemnity clause in this Lease Contract shall not affect this provision.

Tenant can get renters insurance through almost any NC insurance agency. The cost is reasonable and the insurance provides much of the same coverage as homeowner's insurance. Renters insurance is also available on the Landlord's Portal from a third-party insurer for Tenant to purchase at Tenant's expense. Landlord is not affiliated with the third-party insurer.

67. REPAIRS: Please report in writing any maintenance or needed repairs, including damage and/or breakage to Landlord's office as soon as possible. **Immediately call in any emergency maintenance or repair needs to Landlord.** Remember an emergency situation is something that is hazardous to health or property. Most issues can wait until normal business hours. All regular maintenance and repair requests that are not an Emergency are required to **be submitted through either the HMR Portal or HMR website at www.HoltonMountainRentals.com. Go to the Work Order button or tab on the HMR website to submit your regular maintenance or repair requests.** If something still isn't working properly after it has supposed to have been repaired, please submit

another work order and call to let us know. Maintenance personnel will try to repair or fix it as soon as they can. Generally, there will be no charge for repairs or adjustments unless resulting from negligence or mistreatment by Tenant or Tenant's guests. Tenant should always keep a copy of all work order requests for their records.

Landlord shall promptly repair all facilities and appliances, if any, furnished by Landlord as part of the dwelling unit, including electrical, plumbing, heating, and air conditioning systems, **provided that Landlord, except in emergency situations, actually receives NOTIFICATION FROM TENANT IN WRITING OF THE NEEDED REPAIRS OR MAINTENANCE.**

It is further provided that Landlord shall not be required to repair damage to any facility which is caused by Tenant's deliberate or negligent misuse or improper operation and when Landlord does repair said damages, Tenant shall promptly reimburse Landlord the costs of said repairs.

68. SECURITY: Tenant agrees to allow Landlord to take Tenant's picture and/or a Photo ID (i.e., Driver's License, Passport or other form of Federal/State issued photo identification) for security purposes.

Tenant is responsible for showing care and caution in common areas and the dwelling unit. Landlord may at Landlord's option from time to time have the grounds patrolled by security patrols. In addition, at Landlord's option, Tenant understands that Landlord may have security cameras that can view common areas, including parking lots, for security purposes. Tenant gives Landlord permission to view, videotape and/or electronically make a record of any events that occur in the common areas for security purposes. These security cameras and/or security patrols may or may not be present in or on the common areas of the dwelling unit you are renting. This statement, of possible security patrols or security cameras, should in no way be interpreted, by the Tenant, as an inducement to rent or as an indicator of increased security in common areas of the dwelling unit he is renting. Any Lease Contract violations

observed by the security patrol or security cameras may be reported to Landlord.

Landlord, its agents and employees do not make any warranties, guarantees or representations regarding the security or safety of the dwelling unit or common areas. Any such warranties or representations, whether expressed or implied, are hereby disclaimed. Tenant and occupants are exclusively responsible for protecting themselves, the dwelling unit, and guests from crime, fire and any other hazard. Tenant releases Landlord and its agents, subcontractors and employees from any or all liability for the criminal or intentional acts of others.

69. SHOWER & TUB MAINTENANCE: Proper care should be exercised to prevent water damage to the floor and wall around the shower and/or tub. Tenant is responsible for providing shower curtain(s) if needed. Make sure shower curtains are closed completely when showering to prevent damage to wall and floor. Always keep bathroom floors dry. Fiberglass tubs and showers should only be cleaned with liquid cleansers such as Soft Scrub by Clorox or other recommended fiberglass cleansers. Powdered cleaners such as Ajax, Comet, etc. are **not** to be used on fiberglass.

70. SUBORDINATION: Tenant understands and agrees that Tenant's interests under this Lease Contract for the dwelling unit are and shall remain subject to, and subordinate to, any liens, deeds of trust, security agreements, or other such liens or security interests in the dwelling unit and property. This subordination provision shall be self-operative.

71. TENANT'S DEFAULT: In the event Tenant shall: 1) fail to pay any installment of rent, payments, utility charges, additional rent, extra rent, other rent, fines, late charges, damages, fees, charges, repairs, maintenance, or replacements that are owed to Landlord by Tenant under this Lease Contract when due and payable; 2) become insolvent or bankrupt; 3) fail to perform or abide by any terms, conditions, rules, regulations, promises, duties or obligations as stated in this Lease Contract and any written addendum and agreed to by Tenant or imposed upon Tenant 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 law, Landlord may, at his option and with or without notice or demand to Tenant, either I) terminate this Lease Contract and Tenant's right of occupancy and possession of the dwelling unit or II) terminate Tenant's right of occupancy and possession of the dwelling unit without terminating this Lease Contract. Regardless of whether Landlord terminates this Lease Contract and Tenant's right of occupancy and possession or only terminates Tenant's right of occupancy and possession without terminating the Lease Contract, 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 Landlord immediately upon Landlord's demand.

IN THE EVENT TENANT SHALL FAIL OR REFUSE TO SURRENDER POSSESSION OF THE DWELLING UNIT, LANDLORD SHALL, IN COMPLIANCE WITH ARTICLE 2A OF CHAPTER 42 OF THE GENERAL STATUTES OF THE STATE OF NORTH CAROLINA, RE-ENTER AND RE-TAKE POSSESSION OF THE DWELLING UNIT ONLY THROUGH A SUMMARY EJECTMENT PROCEEDING.

In any action taken by Landlord against Tenant(s) to enforce this section, Tenant is to assume that Landlord is terminating Tenant's right of occupancy and possession without terminating this Lease Contract unless Landlord sends certified letter to Tenant's last known address stating that "Tenant's Lease Contract is terminated and Tenant's right of occupancy and possession of the dwelling unit is terminated."

In the event Landlord terminates this Lease Contract and Tenant's right of occupancy and possession, all further rights and duties hereunder shall terminate except that Landlord shall be entitled to collect from Tenant all unpaid back monthly rents, extra rents, other rents, payments, utility charges, fines, late charges, damages, services, fees, charges, repairs, maintenance charges or charges for replacements that are owed to Landlord by Tenant under this Lease Contract and all rents for the remaining term of this Lease Contract and any damages resulting from Tenant's breach including but not limited to the costs incurred in redecorating the dwelling unit. In the event Landlord terminates Tenant's right to occupancy and possession without terminating this Lease Contract, Tenant shall remain liable for full performance of all the covenants, terms and conditions of Lease Contract and Landlord shall use reasonable efforts to re-let the dwelling unit on Tenant's behalf. Any such rentals received from such re-letting shall be applied first to the costs of re-letting the dwelling unit and then to the rentals due hereunder. In the event the rentals from such re-letting are insufficient to pay the rentals due hereunder in full, Tenant shall be liable to Landlord for any deficiency. In the event Landlord institutes a legal action against Tenant to enforce this Lease Contract or to recover any sums due hereunder, Tenant agrees to pay Landlord's Agent or Landlord's attorney \$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 other damages and court costs. Even if such legal action is dismissed Tenant is responsible for paying Court costs and any attorney or agent's fees for the time and trouble they spent.

72. TENANT'S OBLIGATIONS: Tenant is and shall remain responsible for acts or omissions of his family, roommates, employees, guests and agents, and any matter or thing which Tenant has agreed not to do or which he is prohibited from doing by this Lease Contract shall also be prohibited of such persons. If Tenant is a student at Appalachian State University or Caldwell Community College, Tenant will not violate the applicable student code of conduct. 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 in or about the dwelling unit. Tenant shall not make any offensive uses of said dwelling unit, any act or thing which shall or may be a nuisance, annoyance, disturbance, inconvenience, or damage to Landlord, or its tenants, or the occupancy of any adjoining house and/or apartment, or the neighborhood.

If Landlord, or any agent, employee or subcontractor of Landlord's, at Tenant's request, moves, tows, handles or stores anything or jump starts, pulls out, drives or parks Tenant's motor vehicle then and in every case Landlord or any agent, employee or subcontractor of Landlord's shall be deemed Tenant's agent and Landlord, or any agent, employee or subcontractor of Landlord's shall not be liable for any loss, damage or expense in connection therewith. Tenant agrees to hold them harmless.

73. TERMINATION OF RENEWAL OR NEW LEASE: If you are currently renting from (HOLTON MOUNTAIN RENTALS) Landlord or another Landlord and violate the terms and/or conditions of your current Lease Contract, your credit situation changes, your roommate situation changes, and/or you or your future roommates cause problems for Landlord, Landlord has the right to give written notice and terminate the renewal and/or new Lease Contract for this dwelling unit or any other dwelling unit managed by Landlord now or in the future. This termination can occur any-time before the beginning date of the renewal or new Lease contract. All Tenants, present or future, that are parties to a renewal or new Lease Contract with Landlord, agree and consent to the right of Landlord to terminate the renewal and/or new Lease Contract in the manner as stated above. This includes any future Tenants (roommates) that are parties to the renewal and/or new Lease Contract but who are or are not currently tenants of Landlord and haven't violated the terms or conditions of a Lease Contract or caused problems to Landlord. For additional reasons a renewal or new Lease Contract can be terminated before its beginning date see: "Rental Application" (R&R, Article II, Section 65).

74. TRANSFER OF INTEREST: This Lease Contract shall be binding upon and inure to the benefit of Landlord, its heirs, and successors in interest and assigns. It is understood that Landlord may sell or transfer the dwelling unit and transfer this Lease Contract to any new owner. In the event dwelling unit is sold or transferred, Landlord will be released from all obligations under this

Lease Contract and Tenant's sole remedy will be against Landlord's successor in rights. Upon sale or transfer of dwelling unit, Landlord may transfer or assign the Security Deposit to the new owner and/or his agent who then assumes the liability thereof upon transfer and Landlord's liability for the Security Deposit shall terminate.

In the event that Landlord's business is sold, merged and/or acquired by another person or company, any Personally Identifiable Information ("PII") will likely be among the assets transferred. The transferred PII will remain subject to the provisions of the HMR Privacy Policy and any updates to it. The Privacy Policy can be found on the HMR Website www.HoltonMountainRentals.com under Rental Information. In the event that the property containing the dwelling unit that Applicant /Tenant is going to rent or rents from Landlord is sold and/or management for it is transferred to another rental company or owner, PII for Applicant/Tenant and their Co-Signer will likely be among the assets transferred.

75. TRASH & RECYCLING: If Tenant lives in a duplex, condo, townhouse, or apartment, Tenant is to put garbage and trash, separating recyclables in the dumpster, exterior trashcan and/or outside recycling roll-off bin designated for his building if there is one. If your dwelling unit has recycling bins, please ask for an information sheet on recycling. PLEASE RECYCLE. **Never leave trash in front of or beside dumpster.** If dumpster is full, please call Landlord and take trash back to dwelling unit until the dumpster is emptied. All trash put in the dumpster must be in plastic garbage bags (except cardboard boxes).

If you live in a house, duplex or other dwelling unit and you store trash at your dwelling unit, you are required to provide trash containers as specified by Landlord herein. The trash containers shall be made of plastic. Each required trash container shall be at least 30 gallons in size, watertight, equipped with handles and have a tight fitting or locking cover. No trash is to be placed in garages, basements, and storage rooms or outside unless it is in a trash container of the type specified above. If you live in the county outside the city limits, you are required to take your trash to the county provided dumpsters, or landfill, or to contract with a private trash company such as Republic Services for regular trash pickup. No trash is to be placed on porches or decks without consent of Landlord.

Landlord will charge you for trash cleanup at the rate of \$45.00 per hour, prorated for partial hours with a minimum charge

of **\$30.00** for removing any trash or rubbish that is placed outside dwelling that is in an improper trash container, or not in a trash container. This also includes trash left by Tenant in front of or next to dumpster and not in dumpster. Do not permit garbage to accumulate in Tenant's dwelling unit. Do not leave garbage or recycling bins outside your exterior door or in walkways. Garbage not removed from Tenant's dwelling unit, deck or doorways within a reasonable period of time will begin to smell, attract insects and rodents, and possibly block walkways, or create a fire or health hazard. Do not subject yourself or your neighbors to such a situation. If a problem with trash happens repeatedly Tenant is in default of the Lease Contract. At Landlord's option, Landlord can take steps to terminate the Lease Contract as stated in "Tenant's Default" (R&R, Article II, Section 71).

76. USE OF FACILITIES: Tenant agrees that all facilities at Tenant's complex, if provided by the Landlord, are for Tenant's comfort in common with others. Such facilities could include: basketball court, beach volleyball court, tennis court, walking track, trails, bus stop, softball field, football/ soccer field, pool, hot tub, pond, green spaces, parking areas, driveways, roads, common areas, etc. None of such facilities are included in Tenant's rent and are all solely for use at Tenant's own risk. Tenant agrees that Landlord shall not be responsible for any injury to person(s) or loss or damage to property arising out of Tenant's use thereof, unless the same is caused by Landlord's negligence or intentional act. Tenant agrees to comply with and cause Tenant's family, visitors, friends and guests to comply with all rules and regulations relating to the use of any said facilities which Landlord either posts and/or provides in writing to Tenant. At Landlord's option, a failure to comply with said rules and regulations may result in Landlord revoking Tenant's use of any said facilities. Landlord may revoke use of any of these facilities without affecting the remainder of this Lease Contract and Landlord **WILL NOT** discount, abate or prorate Tenant's rent.

77. UTILITY REQUIREMENTS: All Tenants are required to use the primary heating system provided for Tenant's dwelling unit to provide **sufficient heat (minimum temperature of at least fifty-five degrees) throughout the dwelling unit** during the heating season months of October – April. The primary heating system is designed to properly heat the dwelling unit. **Failure to use the primary heating system and/or running out of fuel and/or electricity can result in damage to the dwelling unit including dampness, frozen pipes, etc.** Using alternative heat sources, e.g., plug-in electric heaters or kerosene monitors can also cause the same type of damage. To keep food frozen properly in freezer section of newer refrigerators, a minimum room temperature of at least fifty-five degrees is required.

An exception to the fifty-five-degree minimum heating temperature is for all Tenants with an Individual Lease Contract (as is stated under "Utility and Services" (Lease Contract, Article 1, Section 3.8). For the comfort of all roommates, Tenants with an Individual Lease Contract are required to keep heat set to a much higher minimum temperature. If Tenants are responsible for providing fuel and/or electricity, all Tenants are required during the heating season to maintain a minimum of at least a 2-to-3-week supply of fuel if, primary heating system's fuel source is oil, kerosene, or propane gas stored in dwelling unit's fuel tank (estimated fuel amount needed is as determined by Landlord) unless, Tenant's fuel is propane or natural gas that is metered on a per dwelling unit basis. If it is metered then all Tenants are to pay for propane or natural gas on a timely basis as per the terms of the fuel provider. Requiring a 2-to-3-week supply of fuel is because of higher usage occurring during cold and extreme weather events or the inability to have fuel delivered due to inclement weather.

If Tenant has set up Pay as You Go type electric bill payments, Tenant agrees to **prepay in an amount sufficient** to provide for all electricity needs during the heating season months of October– April, for at least 2 to 3 weeks, including for electric heat, if applicable (estimated electricity amount as determined by Landlord), and to maintain sufficient heat in dwelling unit. Tenant also agrees to download and monitor the electric company's app to track the electricity usage and account balances. This 2-to-3-week prepaid amount is required due to much higher usage during cold and extreme weather events and because if Pay as You Go is prepaid on a daily basis and not enough money has been prepaid, it can result in having the electricity cut off immediately. **Do Not Ever Let Electricity Get Cut OFF! It doesn't take long for frozen pipes and other damages to result for which Tenants will be held responsible.** The estimate may be for more or less than the amount of fuel and/or electricity actually used due to the weather and many other factors that affect usage. For these reasons Tenant agrees to hold Landlord harmless for any inaccurate estimates. It is each Tenant's responsibility to make sure fuel tank (if dwelling unit has one) is regularly measured to determine that there is a sufficient amount of fuel. Tenants are responsible for any damages to dwelling unit caused by Tenant's lack of fuel. If Tenants fail to keep sufficient fuel in tank, Landlord may put fuel in tank for that dwelling unit at the expense of all Tenants on Lease Contract. Those Tenants are responsible, jointly and severally, for reimbursing Landlord within 5 days of being billed by Landlord for said fuel. If insufficient fuel is found in tank, all Tenants are responsible for reimbursing Landlord for the cost and time of checking fuel tank and ordering fuel. Maintenance of heating and electrical systems are Landlord's responsibility unless caused by Tenant's negligence, such as Tenant allowing the oil or kerosene level to get too low and as a result the furnace or heater gets clogged with sediment from the tank and a repairman being sent to service it. Additional utility requirements and information are in "Utility and Services" (Lease Contract, Article 1, Section 3.8).

By signing the Lease Contract, each Tenant hereby gives utility or service provider (electric, cable, internet, phone, natural or propane gas, oil, kerosene, water and sewer or other utility or service provider) permission to give his account information to Landlord at any time for whatever reason including status of account, payments, amount of usage, and monthly billing amounts.

78. VACATING & CHECKING OUT: Upon any termination of this Lease Contract, termination of Tenant's right of possession and occupancy, or expiration of the tenancy created by this Lease Contract, whether by Landlord or by Tenant and whether for breach or otherwise, Tenant shall: (1) pay for all utilities and service for which Tenant is responsible and have all such utility services disconnected at Tenant's sole cost and expense; provided, however, Tenant shall not have Tenant's electricity or water disconnected for two days after the ending date of Tenant's Lease Contract for Tenant's dwelling unit so it can be inspected; (2) vacate the dwelling unit and premises and remove from there all Tenant's personal property of whatever nature, no personal property including but not limited to furniture, can be left for future tenant(s); (3) properly sweep, mop, and clean the dwelling unit, including plumbing fixtures, refrigerators, stoves, and sinks, removing from there all rubbish, trash or refuse; (4) make such repairs and perform such others acts as are necessary to return the dwelling unit, premises, grounds, and any appliances or fixtures furnished in connection with the dwelling unit, in the same condition as they were at the date that Tenant's occupancy began, as stated in the Lease Contract, ordinary wear and tear excepted; (5) fasten and lock all doors and windows; (6) return to the Landlord all keys to the dwelling unit, including all copies made by Tenant; (7) notify Landlord of the address to which the balance of the Security Deposit may be returned; and (8) when Tenant is ready to move, Landlord will give Tenant a list of instructions. This is an itemized sheet of all the things that were done to prepare the dwelling unit for Tenant. Landlord shall further have the right, without further notice or liability to Tenant, to dispose of or put into storage at Tenant's expense any personal property left in or about the dwelling unit or storage area by Tenant after Tenant has vacated or abandoned dwelling unit.

CHECKOUT TIME is at 10:00 AM on the day Tenant's Lease Contract expires. This means Tenant must be moved out and have keys turned into Landlord by 10:00 AM. If Tenant stays past 10:00 AM, Tenant becomes subject to a holdover rent of \$300.00 per day or part of a day. See "Hold Over Rent" (R&R, Article II, Section 33).

79. VISITORS: Visitors invited by Tenant(s) are welcome as long as Tenant(s) and visitor(s) comply with the terms and conditions of this Lease Contract. Tenant will not make, permit or facilitate any unseemly conduct by Tenant, Tenant's visitors, family, roommates, significant other, friends, employees, invitees, agents, guests and /or anyone claiming under them. Nor shall Tenant do, permit or facilitate any illegal or immoral conduct or obstruct or interfere with the rights, comforts or convenience of other tenants or of Landlord. Tenant will not permit any pets, animals, (without a written pet addendum unless it is certified service animal) or person of bad or loose character or of improper behavior to enter the dwelling unit or to remain therein. Tenant agrees that Landlord has the right, at Landlord's discretion, for whatever reasons Landlord deems necessary, to ban any person from being in Tenant's dwelling unit and in or on the common areas, recreation areas, grounds, roads and parking lots. This includes persons under the influence of alcohol or drugs. It is Tenant's responsibility to help Landlord enforce any such ban in a lawful manner. All persons who refuse to leave or stay away after such a ban will be considered trespassers. Tenant agrees to allow Landlord, its agents or any law enforcement officer to remove or have removed from the common areas any person who cannot or will not establish that they are a Tenant or an authorized occupant (an authorized occupant is a person authorized by Landlord in writing). Tenant, or authorized occupant, cannot be banned from their dwelling unit unless the Landlord takes appropriate legal action under applicable North Carolina state law for violations of the Lease Contract. On the premises, grounds, parking lots, common areas or in the dwelling unit Tenant agrees to, without endangering his safety, discourage any guest, visitor, friend and/or family member of Tenant or Tenant's Co-Tenants from willfully or wantonly destroying, defacing, damaging, impairing or removing any part of, any vehicles, the building, the dwelling unit, the facilities, equipment or appurtenances thereto, or any other persons personal property. Nor may the Tenant do any such thing. If Tenant observes such abhorrent behavior occurring from whomever, Tenant agrees to contact and report it to law enforcement and Landlord.

The intent of this section is to reserve for the Landlord, the right at Landlord's option to keep persons off the premises that are creating problems for the Tenant, Tenant's roommates, Landlord, and/or any neighbors.

80. CONTACT INFORMATION FOR HMR: HOLTON MOUNTAIN RENTALS
Office: 480 Highway 105 Extension Boone, NC 28607; Mail: PO Box 3075 Boone, NC 28607
Phone: 828-264-3644; Fax: 828-264-3725; Email: office@HoltonMountainRentals.com
After Hours Emergency Phone: 828-264-4422