

# 1

## Lease of Premises & Term

### 1.1 PARTIES TO LEASE CONTRACT

**THIS INDIVIDUAL LEASE CONTRACT (Article I)**, made as of <<Lease Creation Date>>, between Holton Management, Inc. dba HOLTON MOUNTAIN RENTALS as Agent for the Owners(s) <<Owner Name(s)>>, hereinafter called Landlord or Lessor, and <<Tenants (Financially Responsible)>>, hereinafter called Tenant or Lessee.

### 1.2 AGREEMENT TO RENT DWELLING UNIT

**WITNESSETH:** That, subject to the terms and conditions set forth by: this Individual Lease Contract (“ILC”), Rules & Regulations (“R&R”) in Article II, Individual Lease Contract Addendum (“ILCA”) in Article IV and terms and conditions as may be stipulated by separate, but integral addenda and other rental documents, Landlord does hereby rent unto Tenant, and Tenant does hereby take as Tenant under Landlord, **Bedroom number <<Bed Name>>** hereinafter referred to as the Bedroom, in the dwelling unit known as **Horn Apartments** and located at: <<Unit Address>>. Tenant has exclusive right to the Bedroom listed above, including any attached closet and private bathroom (if applicable) for assigned Bedroom. Tenant and Co-Tenant(s), each on their own Individual Lease Contract, leasing the same dwelling unit, but different bedroom, have the right to share in common the shared areas of dwelling unit. Shared areas of the dwelling unit may include, but are not limited to, the living room, kitchen, shared bathroom(s), laundry room, storage room, closets in common area and private deck. The shared areas of dwelling unit are to be used and shared by Tenant and Co-Tenants of the dwelling unit and such Tenant and Co-Tenant’s: family, roommates, significant others, friends, employees, invitees, agents, guests, etc. **Landlord has the right to lease the other bedrooms in dwelling unit to other individual tenants and give them the same rights and responsibilities in common with you for the shared areas and common areas as defined by this Individual Lease Contract.**

### 1.3 TERM

**TERM:** The Tenant’s right of possession and the term of this Individual Lease Contract shall begin at **3:00 pm** on the <<Lease Start Date>>, or the date and time Landlord tenders possession of the dwelling unit to Tenant, and shall end at **10:00 am** on the **07/29/2023**.

Any given calendar month in which Tenant is entitled to occupancy for twenty-eight (28) days or more shall be counted as a full month for the purposes of this Individual Lease Contract, including without limitation proration of rent, or other monthly fees to be paid to Landlord. For more details on proration see “Rent” (R&R, Article II, Section 64). Tenant understands that if Tenant moves out before the end of Individual Lease Contract or fails to move in, Tenant is responsible for finding a suitable replacement tenant to take over the Individual Lease Contract, and if Tenant does not do this, Tenant is responsible for paying all rent, etc. until a suitable

replacement tenant can be found. If Tenant breaks this Individual Lease Contract, Tenant will be expected to pay and comply with the following: 1) All rent except as stated in “Tenant’s Default” ( R&R, Article II, Section 71) and “Assignment” (R&R, Article II, Section 4); 2) Advertising costs; 3) Landlord’s time and effort in the re-renting of the dwelling unit; 4) Any damage that must be repaired to make this dwelling unit rent-ready; 5) Cost of re-renting the dwelling unit after breach by Tenant; 6) All other terms and conditions of this Individual Lease Contract; and 7) “Vacating & Checking Out”( R&R, Article II, Section 78), of this Individual Lease Contract.

**Tenants that hold over past the end of the Individual Lease Contract term create a tenancy-at-will and shall pay holdover rent at the rate of three hundred dollars (\$300.00) per day or part of a day until dwelling unit is vacated.** See “Holdover Rent” (R&R, Article II, Section 33) for more details. **BREAKING A LEASE IS COSTLY!!!**

Landlord has not guaranteed a specific delivery date for the dwelling unit and Tenant will only be charged rent from the latter of the beginning date specified at the first of this Individual Lease Contract “Term” (LC, Article I, Section 1.3) or the date Landlord tenders possession “Possession” (R&R, Article II, Section 60) of the dwelling unit to Tenant.

If permission is given to Tenant to enter into possession of the dwelling unit prior to the date specified for the beginning date of the term of this Individual Lease Contract and/or to occupy any dwelling unit of Landlord other than the dwelling unit designated on this Individual Lease Contract at any time, Tenant covenants and agrees that such occupancy shall be deemed to be under all of the terms and conditions of this Individual Lease Contract with the rent provided for under this Individual Lease Contract to be prorated for such period of occupancy unless otherwise agreed to between the parties.

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
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# 2

## Rent & Security Deposit

### 2.1 MONTHLY RENT

As rent Tenant shall pay a monthly sum of <<Monthly Rent>> payable monthly in advance, without notice, deduction, set-off or demand on or before the first day of the month for which rent is due through the online Portal of **HOLTON MOUNTAIN RENTALS**, or mailed to **HOLTON MOUNTAIN RENTALS, P.O. BOX 3075**,

**BOONE, NORTH CAROLINA 28607**, and Post Marked by the first day of the month. *ELECTRONIC PAYMENTS ARE TO BE PAID ON THE ONLINE TENANT PORTAL (ON PORTAL, TENANT CAN PAY BY eCHECK, DEBIT CARD\* AND CREDIT CARD\*), OR BY CHECK, AND/OR MONEY ORDER. CASH NOT ACCEPTED FOR TENANT'S AND LANDLORD'S SECURITY.* \*There is an additional convenience fee to Tenant to use Debit/Credit Cards. See "Payments" (R&R, Article II, Section 55) for more details.

## 2.2 LATE FEES

Rent is due in full on or before the first day of each month by 5:00 pm and that is when Landlord expects to be paid. Rent is LATE if not paid by 5:00 pm on the first day of the month. Rent received before 5:00 pm on the sixth (6th) day of the month in which it is due will not be penalized with a late fee. After 5:00 pm on the sixth (6th) day of the month a late fee of five percent (5%) of the monthly rental amount as stated in "Monthly Rent" (LC, Article I, Section 2.1) of this Individual Lease Contract) will be incurred and added to the total of the past due rent. Partial payments of rent will not relieve Tenant from late fees. Check writing is a privilege that the Landlord may suspend or discontinue at any time and require that Tenant make payment with a money order. There will be a **TWENTY-FIVE (\$25.00)** handling fee for any check (including eChecks) for each time it is refused payment by any bank. Also, if Tenant's check is refused for any reason by a bank or whomever it is drawn on, it is just the same as if Tenant has not paid his rent on time, and Tenant will be responsible for paying any late fees that are charged for late payment. Landlord also reserves the right to seek enforcement of the returned check pursuant to N.C.G.S. § 6-21.3.

## 2.3 ADDITIONAL RENT

Prior to occupancy and possession of the dwelling unit, Tenant agrees to pay a **one-time** additional rent of **\$135.00**. This is in addition to Tenant's monthly rent as stated in "Monthly Rent" (LC, Article I Section 2.1) and it is deemed earned upon execution of this Individual Lease Contract. **ADDITIONAL RENT IS NOT REFUNDABLE AND LANDLORD CAN USE IT FOR WHATEVER HE WANTS, JUST LIKE MONTHLY RENT.**

## 2.4 SECURITY DEPOSIT

Tenant agrees to pay Landlord a Security Deposit of \$                      «Security Deposit» and Landlord shall hold this deposit as security during the term of this Individual Lease Contract. Said deposit may be used for any of the purposes as are set forth in North Carolina General Statutes § 42-51. Landlord agrees to refund to Tenant the security deposit in full, less any past due rent, damages or costs, within thirty (30) days or as otherwise allowed under NCGS § 42-52 "Landlord's Obligations" to Tenant's last known address after termination of this Individual Lease Contract. This Individual Lease Contract is made, delivered and accepted with the understanding that should past due rent, damages, or costs for repairs exceed the amount of the deposit, then in that event Tenant does hereby agree to pay such additional damages or costs immediately upon notification of damages. Tenant understands that, even though several Tenants may have divided the security deposit among them, the entire security deposit can and will be held and may be used for any purposes set forth in North Carolina General Statutes § 42-51. After damages are assessed, Tenant will receive whatever balance is owed to Tenant. For more information see "Damage and Security Deposit" (R&R, Article II, Section 12). Also, Tenant understands that if there is any breakage or damage during the course of Tenant's occupancy and

the item(s) need to be repaired, Tenant is then responsible for the cost of repair or replacement at that time.

**DEPOSITS: TENANT AGREES THAT LANDLORD HAS TENANT'S AUTHORIZATION TO PLACE TENANT'S SECURITY DEPOSIT IN AN INTEREST-BEARING ESCROW ACCOUNT AT LIFESTORE BANK, 1675 BLOWING ROCK ROAD, BOONE, NORTH CAROLINA 28607 WITH ALL INTEREST ACCRUING FOR THE SOLE BENEFIT OF LANDLORD AND/OR HIS ASSIGNS AND MAY BE WITHDRAWN BY LANDLORD AT ANY TIME. ALSO, TENANT AGREES THAT LANDLORD HAS THE SAME AUTHORIZATION FOR ANY SUB-TENANT OF TENANT.**

By initialing below, you acknowledge and agree to the terms in Section 2.

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# 3

## Occupants, Parking, Utilities, Etc...

### 3.1 ASSIGNMENT, OCCUPANTS & GUESTS

Tenant shall not assign, sublet, be released from or otherwise transfer his interest in this Individual Lease Contract, or any part thereof, without the prior written consent of Landlord. Such consent may be withheld in the sole and absolute subjective discretion of Landlord. For more details see "Assignment" (R&R, Article II, Section 4).

The Bedroom and dwelling unit shall be used for residential purposes only and occupants of the Bedroom shall be limited to **ONE** occupant. Tenant shall not allow or permit the Bedroom and/or dwelling unit to be occupied or used as a residence by any person not on an Individual Lease Contract for dwelling unit listed above.

If the Bedroom is occupied as a residence by a person other than Tenant, **Tenant agrees to pay \$100.00 per day extra rent, per additional person** as stated in "Overnight & Long-Term Guests" (R&R, Article II, Section 50) and can be held in default of this Individual Lease Contract.

### 3.2 INVENTORY & FURNISHINGS

This dwelling unit and Bedroom is: **Unfurnished** unless otherwise stated herein, and except for the fixtures, appliances, furnishings or equipment as noted on the Move-In Inspection & Inventory "Inventory" provided to Tenant on or after the Individual Lease Contract start date on the Online Tenant Portal or by paper copy. This Inventory is attached hereto as stated in "Move-In Inspection & Inventory" (R&R, Article II, Section 48) as a part of this Individual Lease Contract. Also see "Fixtures, Appliances, Etc." (R&R, Article II, Section 23) for conditions on fixtures, appliances, furnishings or equipment.

### 3.3 LAWN CARE

Tenant is **Not responsible** for lawn maintenance at their dwelling unit.

### 3.4 NO SMOKING OR VAPING

Tenant(s) and their family, significant others, friends, household employees, invitees, agents, guests, and/or anyone claiming under them may not smoke or vape inside the dwelling unit or building at any time. If Tenant(s) or any of the others named above are smokers or vapers they must smoke or vape outside and dispose of any smoking/vaping waste in a safe and proper manner (No Littering).

### 3.5 PARKING SPACES

Tenant agrees to park no more than **ONE** car(s) in the parking lot (including any auxiliary parking lot) and abide by the parking rules and regulations see "Parking" (R&R, Article II, Section 52) and any specific Parking Policies that apply to Tenant's dwelling unit.

### 3.6 PETS

Tenant agrees that at no time shall any animal or pet of any kind, including but not limited to, dogs, cats, birds, spiders, reptiles, and snakes, be kept or harbored in or about the dwelling unit by Tenant or Tenant's guest(s) without written permission of Landlord. Tenant agrees that Tenant is responsible for paying **an extra rent of \$200 per pet, per day or partial day for each day or partial day an animal(s) or pet(s) is in or about the dwelling unit or premises and Tenant doesn't have Landlord's written permission to have an animal(s) or pet(s).** See "Pets" (R&R, Article II, Section 57) for more details.

### 3.7 SNOW & ICE REMOVAL

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

### 3.8 UTILITIES AND SERVICES

Landlord will pay for and provide Tenant with internet access, water, sewer, trash pickup at dumpster, and up to Tenant's electricity utility allowance amount that are used in the Bedroom and/or dwelling unit during the term of this Individual Lease Contract. *However, Tenant shall for each four-month period in which the total of such charges exceed the electricity utility allowance established by Landlord pursuant to written notices served upon Tenant, immediately reimburse Landlord as other rent Tenant's pro-rata share of such excess utility charges for electricity.*

Landlord agrees to bill Tenant after the end of each four-month period for any such amount of excess utility charges and Tenant agrees to pay said other rent for such excess utility charge, the first of the month following such billing. Landlord further agrees to make available utility bills and all calculations determining Tenant's pro-rata share in Landlord's office for a month following said billing.

For Kensington Meadows, the only two utilities that Landlord will bill Tenant for is propane gas for the gas logs and electricity if Tenant exceeds the utility allowance for electricity as listed below. See the "Utilities, Gas Logs" (ILCA, Article IV, Section 1.7) for details on how Tenant pays for propane gas for gas logs. Tenant's share for electricity will be computed as follows: the first four-month period for billing purposes will begin at the start of the electric company's regular monthly billing cycle in August of each

year. After Landlord receives the electric company's bills for each four-month period of Tenant's occupancy, Landlord will total the electric bills for that four-month period for the said dwelling unit and divide them by the number of bedrooms in said dwelling unit. For each period during this Individual Lease Contract, allowable charges for electricity, before the charges are considered excessive, are not to exceed

the electricity utility allowance amount of **\$180.00** per bedroom in the dwelling unit, per four-month period. Tenant will receive no reduction, discount, abatement, or prorating of Tenant's rent when Tenant's utility usage is less than the electricity utility allowance for each four-month period.

Tenant must pay for own phone service and TV service. See the section "Utilities, Cable TV & Phone Service" (ILCA, Article IV, Section 1.7). Tenant agrees to keep heat on and set at between 68 and 72 degrees and air conditioning (if available) set at between 70 and 74 degrees (this heat temperature range takes precedence over any temperature range stated in Rules & Regulations, Article II. Tenant is not allowed to install a window air conditioner without Landlord's permission and if Tenant does so he is to pay Landlord the Landlord's estimated cost of electricity to operate it. Tenant is required as a condition of this Individual Lease Contract as stated in Communications and Electronic Documents" (R&R, Article II, Section 17) to **provide Landlord with their working email address, cellular number, and VOIP number or landline number (if applicable),** to keep them in working order and to provide Landlord with any changes to them. Tenant expressly consents that Landlord may use them to contact Tenant for transactional and informational purposes, as Landlord deems necessary. For additional utility requirements and information see "Utility Requirements" (R&R, Article II, Section 77).

### 3.9 ADDITIONAL TERMS OR CONDITIONS

«Additional Terms & Conditions»

By initialing below, you acknowledge and agree to the terms in Section 3.

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## 4

## Additional Provisions

### 4.1 CO-SIGNER GUARANTEE

Under this Individual Lease Contract, **Co-Signer/Guarantor is not considered a Tenant** and Co-Signer's sole obligation is to guarantee payment of all of the financial obligations of the said Tenant (hereinafter in this section referred to as "Co-Signer's Tenant") including any monies due by said Co-Signer's Tenant as defined elsewhere in this Individual Lease Contract **Co-Signer(s) has no right of occupancy in the Bedroom and/or dwelling unit** except as stated in "Co-Signer/Guarantor's Obligations" (R&R, Article II,

Section 10) of this Individual Lease Contracts as a guest. 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 as their Co-Signer. The undersigned Co-Signer (also referred to as "Guarantor") in consideration of this Individual Lease Contract, hereby unconditionally guarantees and promises jointly and severally to pay on demand any and all debts, obligations, and liabilities of the said Co-Signers Tenant under or arising out of this Individual Lease Contract entered into by and between the Landlord as named in this Individual Lease Contract and the said Co-Signer's Tenant for the dwelling unit located at the rental address shown in this Individual Lease Contract. For more details and additional terms and conditions regarding the Co-Signers responsibilities, see "Co-Signer's/Guarantor's Obligations" (R&R, Article II, Section 10) that is part of this Individual Lease Contract.

## 4.2 COUNTERPARTS; ELECTRONIC EXECUTION

The definition of "counterparts" is where there are multiple "duplicate copies" of the same identical Individual Lease Contract, addenda or other supporting documents ("Individual Lease Document") that are provided so that there is a separate copy of the Individual Lease Document available for signing by the Tenant, Landlord and/or Co-Signer. Each "different signed copy" of an Individual Lease Document is considered a "counterpart". For the purposes of this Individual Lease Contract, an Individual Lease Document may be executed in multiple counterparts and each counterpart shall be considered an original and shall be signed by a Tenant and/or a Co-Signer (if applicable), and all counterparts are then delivered, collected and assembled together ("compiled") and shall constitute one and the same Individual Lease Document. Each party to an Individual Lease Document shall be provided with a copy of the final compiled Individual Lease Document including the signed signature pages from all counterparts and each party's compiled copy shall be considered an original. Counterparts can be paper and/or electronic documents.

There are various types and forms of electronic documents. The electronic master original Individual Lease Document is one that is created electronically on the HMR Portal. First, each person that is a party to it initials and/or signs a separate identical electronic Individual Lease Document counterpart. Then from each initialed and/or signed individual counterpart, the initialed block and/or signed signature blocks that are unique to each separate counterpart, are posted, compiled, and merged electronically into a single master original Individual Lease Document that is identical to the counterparts except for where each persons the initialed and/or signed it. Individual Lease Documents not requiring Landlord's signature shall become effective when initialed and/or signed by Tenant and/or Co-Signer. Lease Documents that require Landlord's signature such as but not limited to Individual Lease Contract shall become effective once signed by the other parties and by Landlord.

After the master original Individual Lease Contract, addenda and other supporting documents have been signed by all parties to them (as applicable), multiple originals of the master original Individual Lease Contract, addenda and other supporting document(s) in their final form shall be created and each one shall be considered an original for legal purposes. Each party who signed it shall be provided with one. If a paper copy is desired, a PDF of it can be saved and printed out.

Lease Documents including Initials and signatures, including the executed counterpart of a signature page to a Lease Document, including by scanning, can be delivered by electronic format, through the Portal, Portal mobile application, email, fax, mobile cellular number, text and/or by other means such as the mail,

delivery service or in person, such counterpart shall be deemed an original also and attached to the said Lease Document and all of which shall constitute one and the same Lease Document. The electronic format executed counterpart shall be as effective and legal as delivery of a manually executed counterpart of this Individual Lease Contract provided, Landlord agrees to accept it.

## 4.3 DWELLING UNIT GOVERNED BY CONDO OR PROPERTY OWNERS ASSOCIATION

Tenant also agrees that, if the dwelling unit they live in is governed by a condo and/or property owner's association ("association") that they will abide by the association documents and any rules and regulations of the association and be responsible for paying any fines or charges imposed by an association that are a result of Tenant or Tenant's guest's actions.

## 4.4 NOTICE OF POSSIBLE FLOODING

### Notice of Possible Flooding

If Notice of Possible Flooding is marked with an "X" above; a part or all of the property that this dwelling unit is located on is located in a flood zone. Tenant(s) needs to read and review the NPF and the information contained in the NPF before signing this Lease Contract. Tenant agrees they signed the NPF before signing this Lease Contract.

For additional information regarding flooding in Boone, NC see the NPF, which is normally sent with the rental application and "Flood Information" (R&R, Article II, Section 25).

## 4.5 EXCEPTION TO ELECTRONIC EXECUTION OF DOCUMENTS

Tenant(s) have the option to not provide their express written consent and to Opt-Out of and/or to withdraw their express written consent to use electronic documents and electronic contracts, and sign them with electronic initials and/or signatures. **Tenant(s) do NOT have to agree or give their express written consent to signing this Individual Lease Contract electronically in order to be able rent or live in a dwelling unit Landlord manages.** However, without Tenant(s) giving their express written consent or by withdrawing it before signing the online Individual Lease Contract, paper copies of the Individual Lease Contract and addenda and other leasing documents will need to be used for the rental process and Tenant(s) will need to sign those instead in order to rent or live in a dwelling unit Landlord manages. 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. **Tenant has already given their Express Written Consent if Tenant signed the online Rental Application.**

## 4.6 PORTAL FOR ELECTRONIC DOCUMENTS & ELECTRONIC COMMUNICATIONS

Tenant(s) have the option to not provide their express written consent and to Opt-Out of and/or to withdraw their express written consent to use electronic documents and electronic contracts, and sign them with electronic initials and/or signatures. **Tenant(s) do NOT have to agree or give their express written consent to signing this Individual Lease Contract electronically in order to be able rent or live in a Bedroom and dwelling unit Landlord manages.** However, without Tenant(s) giving their express written consent or by withdrawing it before signing the online Individual Lease

Contract, paper copies of the Individual Lease Contract and addenda and other leasing documents will need to be used for the rental process and Tenant(s) will need to sign those instead in order to rent or live in a dwelling unit Landlord manages. 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. **Tenant has already given their Express Written Consent if Tenant signed the online Rental Application.**

#### 4.7 SEVERABILITY

In the event any portion of this Lease Contract, any addenda, or other leasing documents shall be determined to be invalid under applicable law, such provision shall be deemed void and the remainder of this Lease Contract shall continue in full force and effect.

#### 4.8 EQUAL HOUSING OPPORTUNITY

**"The broker (Holton Mountain Rentals as Agent for the Owner(s)) shall conduct all brokerage activities in regard to this agreement without respect to the race, color, religion, sex, national origin, disability, familial status, sexual orientation, or gender status of any party or prospective party to the agreement."**

#### 4.9 POSSIBLE OWNERSHIP BY NC REAL ESTATE BROKER

DWELLING UNIT BEING RENTED MAY BE OWNED BY A NORTH CAROLINA REAL ESTATE BROKER.

#### 4.10 RECEIPT OF DOCUMENTS

Each of the parties acknowledges receipt of a copy of this Individual Lease Contract, addenda and other leasing documents. Furthermore, Tenant agrees to comply with the Rules & Regulations in Article II, and the Individual Lease Contract Addendum in Article IV, copies of which are provided with this Individual Lease Contract and made a part hereof as if fully set out herein. Tenant can access copies of them from either the Portal, at the [www.HoltonMountainRentals.com](http://www.HoltonMountainRentals.com) website under the Rental Information or by requesting a paper copy from Landlord.

#### 4.11 TENANT'S RULES & REGULATIONS ACKNOWLEDGEMENT

Tenant(s) by initialing this section hereby certify that they been provided access to and have read an electronic copy of the Rules & Regulations, Article II, dated APRIL 1, 2021 and have saved or downloaded a PDF copy if they wanted to. If Tenant is unable to save or print out a paper copy, Landlord will provide a paper copy upon request.

X \_\_\_\_\_  
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By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_  
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## 5

### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

#### 5.1 LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord (lessors) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant (lessees) must also receive a federally approved pamphlet on lead poisoning prevention.

#### 5.2 LANDLORD'S (LESSOR'S) DISCLOSURE

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

\_\_\_ (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

X (ii) Landlord (Lessor) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Landlord (Lessor) (check (i) or (ii) below):

\_\_\_ (i) Landlord (Lessor) has provided the Tenant (Lessee) with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

X (ii) Landlord (Lessor) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### 5.3 TENANT (LESSEE'S) ACKNOWLEDGMENT 1 (INITIAL)

(c) Tenant (Lessee) has received copies of all information listed above.

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5.4 TENANT (LESSEE’S) ACKNOWLEDGMENT 2 (INITIAL)

(d) Tenant (Lessee) has received the pamphlet *Protect Your Family from Lead in Your Home*.

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5.5 AGENT’S ACKNOWLEDGMENT

(e) KHE Agent has informed the Landlord (Lessor) of the Landlord’s (Lessor’s) obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

5.6 CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

By initialing below, you acknowledge and agree to the terms in Section 5.

X \_\_\_\_\_  
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6

Sign and Accept

6.1 ENTIRE AGREEMENT:

This Individual Lease Contract contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those expressed herein in writing, except as pertains to any representations made by Tenant to Landlord as inducement for Landlord to enter into this Individual Lease Contract ("ILC") and to accept Tenant as a Tenant hereunder, which said representations are specifically incorporated herein, and except for the Rules & Regulations ("R&R") in Article II, Move-In Inspection & Inventory, Individual Lease Contract Addendum ("ILCA") in Article IV, Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards, Rental Guarantees/Co-Signer (if requested), Rental Application (both online and paper versions), Pet Addendum (if applicable), HMR Privacy Policy, Notice of Possible Flooding Letter (if applicable), any other written

addenda hereto (if applicable) including if, Tenant and/or Co-Signer have given their express written consent to both the HMR Terms of Agreement, Part I (either online Rental Application or HMR Website version) and the HMR Terms of Agreement, Part II, all of which are made a part of this Individual Lease Contract. A facsimile, email and/or electronic initials and/or signature on this Individual Lease Contract is as binding as an original wet ink signature. Before signing an Individual Lease Contract, Tenant(s) may take a copy of these documents to review and or consult an attorney. All changes, additions or deletions hereto must be in writing and signed by all parties unless excepted elsewhere in this Individual Lease Contract. Failure of either party to abide by this provision shall not be a waiver or release of this provision in the future. Tenant(s) is NOT relying on any oral representations.

6.2 CERTIFICATION OF ACCURACY

As signified by his signature below the Agent for the Owner as shown in the Individual Lease Contract as Landlord (Lessor) reviewed the information in the section entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" shown above and certifies, to the best of his knowledge, that the information they have provided is true and accurate. Also, the Agent has informed the Landlord (Lessor) of the Landlord’s (Lessor’s) obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance .

6.3 SIGNATURE

In testimony whereof, said parties have executed this Individual Lease Contract in multiple master originals, a copy of which is retained by each of the parties. The undersigned certify that they have read and agree to the above terms and conditions of occupancy. Holton Management, Inc. dba Holton Mountain Rentals is signing this Individual Lease Contract and any attached addenda as Agent for the owner(s) whose name is stated under Landlord or Lessor at the start of this Individual Lease Contract.

**NOTICE: THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.**

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed