

LEASE AGREEMENT

RESIDENT: _____ ("Tenant")

EMAIL: _____

OWNER: BriarTac FLLC _____ ("Landlord")

AGENT: _____ ("Agent")

PREMISES: Lot #: _____, Apex Mobile Estates

Address: _____
City: Apex County: Wake State of North Carolina

Description of Mobile Home: Make: _____ Size: _____
Age: _____ Financed: _____

TERM: Landlord leases the Premises to Tenant as a month to month tenancy beginning _____.

RENT: \$300.00 per month

LATE PAYMENT FEE: \$15.00 OR 5% of rental payment, whichever is greater RETURNED CHECK FEE: \$25.00

PETS: _____ Not allowed _____ Allowed
Type: _____ Breed: _____ Weight: _____

PERMITTED OCCUPANTS: _____

IN CONSIDERATION of the promises contained in this Agreement, Landlord, by and through Agent, hereby agrees to lease the Premises to Tenant on the following terms and conditions:

1. **Termination and Renewal:** Either Landlord or Tenant may terminate this Lease Agreement at any time, without cause, by giving the other party sixty (60) days written notice before the end of the current rental period. At the termination of this Lease Agreement, for whatever reason and whether terminated by Landlord or Tenant, Tenant shall give immediate possession of the premises to Landlord. Tenant's failure to give immediate possession at the end of this Lease Agreement shall entitle Landlord to all judicial remedies, fees and damages, including attorney's fees, provided by N.C.G.S. §§ 42 and 44A.

2. **Rent:** Tenant shall pay the Rent, without notice, demand or deduction, to Landlord at the rent collection box located in the mobile home park. The first rent payment shall be prorated if the tenancy commences on a day other than the first day of the month. Thereafter, all rentals shall be paid in advance on or before the FIRST day of each month. Landlord reserves the right to change the rent amount upon sixty (60) days written notice to Tenant.

3. **Late Payment Fees and Returned Check Fees:** Tenant shall pay the Late Payment Fee if any rental payment is not received by midnight on the tenth (10th) day after it is due. *This late payment fee shall be due immediately without demand therefor and shall be added to and paid with the late rental payment. Tenant also agrees to pay the Returned Check Fee for each check of Tenant that is returned by the financial institution because of insufficient funds or because the Tenant did not have an account at the financial institution.*

4. **Tenant's Obligations:** Unless otherwise agreed upon, the Tenant shall:

- (a) use the Premises for residential purposes only and in a manner so as not to disturb the other tenants;
- (b) not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;
- (c) keep the Premises in a clean and safe condition;

- (d) cause no unsafe or unsanitary condition in the common areas and remainder of the Premises used by him;
- (e) comply with any and all obligations imposed upon tenants by applicable building and housing codes;
- (f) dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse;
- (g) not deliberately or negligently destroy, deface, damage or remove any part of the Premises or permit any person, known or unknown to the Tenant, to do so;
- (h) pay the costs of all utility services to the Premises which are billed directly to the Tenant and not included as a part of the rentals, including, but not limited to, water, electric, telephone, and gas services;
- (i) conduct himself and require all other persons on the Premises with his consent to conduct themselves in a reasonable manner so as not to disturb other tenants' peaceful enjoyment of the Premises;
- (j) mow the grass whenever it reaches seven (7) inches in height and maintain the yard; and,
- (k) not abandon or vacate the Premises without giving the required notice and making arrangements to have Tenant's mobile home removed or conveyed to a buyer approved by Landlord.

6. **Landlord's Obligations:** Unless otherwise agreed upon, the Landlord shall:

- (a) comply with the applicable building and housing codes to the extent required by such building and housing codes;
- (b) make all repairs to the Premises as may be necessary to keep the Premises in a fit and habitable condition; provided, however, in accordance with paragraph 11, the Tenant shall be liable to the Landlord for any repairs necessitated by the Tenant's intentional or negligent misuse of the Premises; and,
- (c) keep all common areas, if any, used in conjunction with the Premises in a clean and safe condition; and

7. **Assignment.** Tenant shall not assign this Lease Agreement or sublet the premises in whole or in part.

8. **Rules and Regulations:** The Tenant, his family, servants, guests and agents shall comply with and abide by all the Landlord's existing rules and regulations and such future reasonable rules and regulations as the Landlord may, at Landlord's discretion, from time to time, adopt governing the use and occupancy of the Premises and any common areas used in connection with them (the "Rules and Regulations"). Landlord reserves the right to make changes to the existing Rules and Regulations and to adopt additional reasonable rules and regulations from time to time; provided however, such changes and additions shall not alter the essential terms of this lease or any substantive rights granted hereunder and shall not become effective until thirty (30) days' written notice thereof shall have been furnished to Tenant. A copy of the existing Rules and Regulations, if any, are attached hereto and the Tenant acknowledges that he has read them. The Rules and Regulations shall be deemed to be a part of this lease giving to the Landlord all the rights and remedies herein provided.

9. **Right of Entry:** Landlord hereby reserves the right to enter the Premises during reasonable hours for the purpose of (1) inspecting the Premises and the Tenant's compliance with the terms of this lease; (2) making such repairs, alterations, improvements or additions thereto as the Landlord may deem appropriate; and (3) showing the Premises to prospective purchasers or tenants. Landlord shall also have the right to display "For Sale" or "For Rent" signs in a reasonable manner upon the Premises.

10. **Pets:** Pets are not allowed without the prior approval of Owner or Owner's agent. Dogs will be considered on a case by case basis. Large dogs (over 30 pounds) and breeds known for aggressive behavior or excessive barking including, but not limited to, Pitbulls, Rottweilers, Chows, Shepherds, Collies and Dalmatians, are prohibited. If a dog is allowed then the dog must be on a leash at all times and in the control of tenant or responsible party under tenant's direction when outside of tenant's home. No outside dog houses, pens, runs or tethering are allowed. Tenant agrees to reimburse Landlord for any primary or secondary damages caused by any pet whether the damage is to the Premises or to any common areas used in conjunction with them, and to indemnify Landlord from any liability to third parties which may result from Tenant's keeping of such pet or pets. It is the responsibility of Tenant to pick up and dispose of pet waste whenever the pet is outside of tenant's home. The Tenant shall remove any pet previously permitted within 24 hours of written notification from the Landlord that the pet, in the Landlord's sole judgment, creates a nuisance or disturbance or is, in the Landlord's opinion, undesirable.

11. **Damages:** Tenant shall be responsible for and liable to the Landlord for all damage to the Premises whatever the cause, except such damage caused by acts of the Landlord, his agent, or of third parties not invitees of the Tenant, and natural forces. Tenant agrees to pay Landlord for the cost of repairing any damage for which Tenant is responsible upon receipt of Landlord's demand therefor.

12. **Occupants:** The Tenant shall not allow or permit the Premises to be occupied or used as a residence by any person other than Tenant and the Permitted Occupants.

13. **Rental Application:** In the event the Tenant has submitted a Rental Application in connection with this lease, Tenant acknowledges that the Landlord has relied upon the Application as an inducement for entering into this Lease and Tenant warrants to

Landlord that the facts stated in the Application are true to the best of Tenant's knowledge. If any facts stated in the Rental Application prove to be untrue, the Landlord shall have the right to terminate the tenancy and to collect from Tenant any damages resulting therefrom.

14. Tenant's Duties Upon Termination: Upon any termination of the Tenancy created hereby, whether by the Landlord or the Tenant and whether for breach or otherwise, the Tenant shall: (1) pay all utility bills due for services to the Premises for which he is responsible and have all such utility services discontinued; (2) vacate the Premises removing therefrom all Tenant's personal property of whatever nature; (3) properly clean the Premises removing therefrom all rubbish, trash, garbage and refuse.

15. Sale of Mobile Home: If Tenant desires to sell his mobile home and have the home remain in the Park, the following conditions must first be met: (i) all rental payments must be current, (ii) buyers must be pre-approved by Landlord, and (iii) the home and yard must be in good condition. Tenant's failure to have any one or more of these conditions met prior to the sale will be deemed a breach of this Lease Agreement and Landlord shall be entitled to all remedies allowed by law in addition to possession of the premises.

16. Tenant's Default: This Lease Agreement shall be deemed in default if (i) Tenant fails to deliver the total rent owing to Landlord by the 5th day of each month or if (ii) Tenant fails to perform any other promise, duty or obligation herein agreed to by him or imposed upon him by law and such failure shall continue for a period of five (5) days from the date the Landlord provides Tenant with written notice of such failure, then in either of such events and as often as either of them may occur, the Landlord, in addition to all other rights and remedies provided by law, may terminate this lease. Landlord shall be immediately entitled to possession of the Premises and the Tenant shall peacefully surrender possession of the Premises to Landlord immediately upon Landlord's demand. In the event Tenant shall fail or refuse to surrender possession of the Premises, Landlord shall, in compliance with Article 2A of Chapter 42 of the General Statutes of North Carolina, re-enter and retake possession of the Premises only through a summary ejectment proceeding. If a summary ejectment proceeding is instituted against Tenant, in addition to any court costs and past-due rent that may be awarded, Tenant shall be responsible for paying Landlord any additional fees allowed by N.C.G.S. §42-46. In the event Landlord terminates this lease, all further rights and duties hereunder shall terminate, and Landlord shall be entitled to collect from Tenant all accrued but unpaid rents and any damages resulting from the Tenant's breach. In the event Landlord institutes a legal action against the Tenant to recover any sums due hereunder, Tenant agrees to pay Landlord reasonable attorney's fees in addition to all other damages and costs.

17. Landlord's Default; Limitation of Remedies and Damages: Until the Tenant notifies the Landlord in writing of an alleged default and affords the Landlord a reasonable time within which to cure, no default by the Landlord in the performance of any of the promises or obligations herein agreed to by him or imposed upon him by law shall constitute a material breach of this lease and the Tenant shall have no right to terminate this lease for any such default or suspend his performance hereunder.

18. Removal, Storage and Disposition of Tenant's Mobile Home and Other Personal Property. If Tenant abandons or vacates the premises without removing his mobile home then Landlord is entitled to a possessory lien on such mobile home and all Tenant's furniture, furnishings and other personal property contained therein. Landlord's lien shall be enforced by public sale pursuant to N.C.G.S. §44A-4(e). The lien shall be for all unpaid rents, any sums necessary to repair damages to the premises caused by Tenant and for all reasonable costs and expenses of the sale.

19. Repossession and Other Legal Action Against Tenant. In the event Tenant's mobile home is repossessed or if the mobile home becomes subject to any enforcement proceeding or claim and delivery action by secured creditor, then in such event Landlord shall be entitled to a possessory lien for storing the mobile home in the amount of all outstanding unpaid rents.

20. Bankruptcy: If any bankruptcy or insolvency proceedings are filed by or against the Tenant or if the Tenant makes any assignment for the benefit of creditors, the Landlord may, at his option, immediately terminate this Tenancy, and re-enter and repossess the Premises, subject to the provisions of the Bankruptcy Code (11 USC Section 101, et. seq.) and the order of any court having jurisdiction thereunder.

21. Tenant's Insurance; Release and Indemnity Provisions: The Tenant shall be solely responsible for insuring any of his personal property located or stored upon the Premises upon the risks of damage, destruction, or loss resulting from theft, fire, storm and all other hazards and casualties. Regardless of whether the Tenant secures such insurance, the Landlord and his agents shall not be liable for any damage to, or destruction or loss of, any of the Tenant's personal property located or stored upon the Premises regardless of the cause or causes of such damage, destruction, or loss, unless such loss or destruction is attributable to the intentional acts or willful or wanton negligence of the Landlord. The Tenant agrees to release and indemnify the Landlord and his agents from and against liability for injury to the person of the Tenant or to any members of his household resulting from any cause whatsoever except only such personal injury caused by the negligent, or intentional acts of the Landlord or his agents.

22. Agent: The Landlord and the Tenant acknowledge that the Landlord may, from time to time in his discretion, engage a third party ("the Agent") to manage, supervise and operate the Premises or the complex, if any, of which they are a part. If such an Agent is

managing, supervising and operating the Premises at the time this lease is executed, his name will be shown as "Agent" on the first page hereof. With respect to any Agent engaged pursuant to this paragraph, the Landlord and the Tenant hereby agree that: (1) Agent acts for and represents Landlord in this transaction; (2) Agent shall have only such authority as provided in the management contract existing between the Landlord and Agent; (3) Agent may perform without objection from the Tenant, any obligation or exercise any right of the Landlord imposed or given herein or by law and such performance shall be valid and binding, if authorized by the Landlord, as if performed by the Landlord; (4) the Tenant shall pay all rentals to the Agent if directed to do so by the Landlord; (5) except as otherwise provided by law, the Agent shall not be liable to the Tenant for the nonperformance of the obligations or promises of the Landlord contained herein; (6) nothing contained herein shall modify the management contract existing between the Landlord and the Agent; however, the Landlord and the Agent may from time to time modify the management agreement in any manner which they deem appropriate; (7) the Landlord, may, in his discretion and in accordance with any management agreement, remove without replacing or remove and replace any agent engaged to manage, supervise and operate the Premises.

23. **Form:** The Landlord and Tenant hereby acknowledge that their agreement is evidenced by this form contract which may contain some minor inaccuracies when applied to the particular factual setting of the parties. The Landlord and Tenant agree that the courts shall liberally and broadly interpret this lease, ignoring minor inconsistencies and inaccuracies, and that the courts shall apply the lease to determine all disputes between the parties in the manner which most effectuates their intent as expressed herein. The following rules of construction shall apply: (1) handwritten and typed additions or alterations shall control over the preprinted language when there is an inconsistency between them; (2) the lease shall not be strictly construed against either the Landlord or the Tenant; (3) paragraph headings are used only for convenience of reference and shall not be considered as a substantive part of this lease; (4) words in the singular shall include the plural and the masculine shall include the feminine and neuter genders, as appropriate; and (5) the invalidity of one or more provisions of this lease shall not affect the validity of any other provisions hereof and this lease shall be construed and enforced as if such invalid provision(s) were not included.

24. **Amendment of Laws:** In the event that subsequent to the execution of this lease any state statute regulating or affecting any duty or obligation imposed upon the Landlord pursuant to this lease is enacted, amended, or repealed, the Landlord may, at his option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this lease.

25. **Eminent Domain and Casualties:** The Landlord shall have the option to terminate this lease if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damaged by fire or other casualty.

26. **Waiver:** No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise.

27. **Other Terms and Conditions:**

- (a) If there is an Agent involved in this transaction, Agent hereby discloses to Tenant that Agent is acting for and represents Landlord.
- (b) Itemize all addenda to this Contract and attach hereto: Rules and Regulations

28. **Notice:** Any notices required or authorized to be given hereunder or pursuant to applicable law shall be mailed or hand delivered to the following addresses:

Tenant: _____

Landlord: 901 Seagram Street, Apex, North Carolina 27502

29. **Execution; Counterparts:** When Tenant signs this lease, he acknowledges he has read and agrees to the provisions of this lease. This lease is executed in 2 (two) counterparts with an executed counterpart being retained by each party.

30. **Entire Agreement:** This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties.

TENANT:

LANDLORD:
BriarTac FLLC

_____(SEAL)

_____(SEAL)

By:

_____(SEAL)

_____(SEAL)

Date: _____

Date: _____

RULES AND REGULATIONS

- 1) **Conduct:** No mobile home or space shall be used for immoral or illegal purposes; No peddling, soliciting or commercial enterprise is allowed in the park; Firearms are not to be discharged or displayed openly in the park; No noxious or offensive activity, including, but not limited to, loud music and large parties, is allowed nor any activity that may be an annoyance or nuisance to other residents; No dumping of trash, garbage, gasoline, oil, etc. on lots, in common areas, or surrounding ditches; Tenant may not sublet his home, take in boarders or permit anyone other than persons listed on lease and approved by Management to occupy the premises.

- 2) **Homes:** Mobile homes are to be placed on the lot and removed only under the supervision of Management; Prior written permission must be obtained before any construction, additions or improvements, including decks, fences and sheds, can be made to a home or the premises; Only factory built metal steps, concrete steps or wood steps attached to a preapproved wooden deck or stoop are allowed. No concrete blocks, wooden boxes, etc. are allowed even temporarily; All homes must be underpinned within 30 days of move in. Only factory type underpinning is allowed; Above ground pools are not allowed; Tenant is responsible for complying with all applicable laws, ordinances and regulations of the city, county and state. In case of fire to the Tenant's property, Tenant is responsible and liable for any cost of repairs and clean up of premises.

- 3) **Pets:** Pets are not allowed without the prior approval of Management. Dogs will be considered on a case by case basis. If approved by management tenant is allowed ONE dog. Large dogs (over 30 pounds) and breeds known for aggressive behavior or excessive barking including, but not limited to, Pitbull's, Rottweilers, Chows, Shepherds, Collies and Dalmatians, are prohibited. If a dog is allowed, then the dog must always be on a leash and in the control of tenant or responsible party under tenant's direction when outside of tenant's home. All dogs and cats must wear identification collars or tags which include proof of current vaccinations. No outside dog houses, pens, runs or tethering are allowed. It is the responsibility of Tenant to pick up and dispose of pet waste. If Tenant owns chickens, they must ALWAYS be inside Chicken coop.

- 4) **Utilities:** Consult Management before digging. Tenant is responsible for damage to underground wiring and damage to water, telephone, cable and sewer lines; Individual tie-ins from the main power line is Tenant's responsibility and Tenant is responsible for his or her own electrical service. If a new box, breaker switch, ground rod, etc. is required Tenant is responsible for these items; Tenant is responsible for any maintenance required on pipes, fittings, faucets, spigots, etc. All water lines from the ground to the mobile home must be wrapped with electrical tape and insulation upon occupancy.

- 5) **Vehicles:** Vehicles shall be limited to three (3) per home and shall be parked only in designated driveways. Parking on the street or shoulders of the roads is not allowed; Unlicensed or junk cars are not allowed and will be towed at owner's expense; Motorcycles, motor bikes, automobiles or other vehicles without adequate mufflers are not allowed; Unlicensed motor scooters, go carts, mini bikes and all-terrain vehicles are not allowed; Maximum speed limit in the park is 15 miles per hour at all times.

- 6) **Yards and Exterior Appearance of Premises:** Grass must be mowed on a regular basis; All trash and all personal property not of an outdoor nature must be removed from yards and yards well maintained. Failure to maintain the Premises may result in Management having such work done and Tenant charged the cost thereof; Trash must be bagged and kept in an acceptable container; Fuel tanks must be buried or mounted in a neat fashion at the rear of the lot; No open fires or burning is permitted.

These Rules and Regulations are incorporated by reference to the lease agreement. Breach by Tenant of any one or more of the above shall constitute default of the lease agreement.

Rules Acknowledgement and Resident Information Sheet

I have read and understand the Rules and Regulations of Apex Mobile Estates

Name _____ (Print)

Signature _____

Lot # _____

Street Address _____

Cell # _____ Home Phone # _____

Email Address: _____

Make and Model of Home _____

Financed with _____

Are you in possession of the title? _____

If in possession of the title please attach a photocopy

BriarTac Communications Survey

Tenant

Name: _____ Cell: _____

Phone Carrier: _____

Email: _____

Address: _____

1. What is the best way BriarTac Family can contact you ?

- Phone Call
- Text
- Email

2. For BriarTac Family Notifications which outlet would it be easier to reach you at?

- Text
- Email
- Facebook

3. Which way would it be easier for you to pay rent?

- Online Payment
- Money Order
- Check

4. Who is your phone carrier?

- Sprint
- Verizon
- Boost Mobile
- AT&T
- T-Mobile
- Metro PCS

Other: _____

If there's anything us at BriarTac family can improve please let us know down below.

Comments:
