

# The Beaucatcher House

## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (this "Lease") by and between \_\_\_\_\_ ("Landlord"), and \_\_\_\_\_ ("Tenant") under the following circumstances.

A. Landlord, in consideration of the agreements and covenants set forth herein, to be fulfilled and performed by Tenant, does hereby lease unto Tenant for the term hereinafter specified, certain property located in the County of Buncombe, State of North Carolina and more particularly identified as follows (the "Premises"):

*BEING all of Unit \_\_\_\_\_ of The Beaucatcher House Condominium, as described in that Declaration of Condominium for The Beaucatcher House, a Condominium (the "Declaration") recorded in Book 4491 at Page 859 of the Buncombe County, North Carolina Register of Deeds Office (the "Registry"), as amended in Deed Book 4524, Page 1541 of the Registry, said Condominium shown on a plat entitled "Beaucatcher Condominiums, LLC," recorded in Plat Book 114 at Page 133, and said Unit shown in Condominium File 962-972, of the Registry, references to which said Declaration, Plat and Condominium File are hereby made for a more particular description of said Unit. SUBJECT TO the burdens of the Declaration.*

B. Tenant desires to lease the Premises from Landlord upon the agreements and covenants set forth herein.

**TO HAVE AND TO HOLD** the Premises unto Tenant, upon the following conditions:

1. Term: The term of this Lease shall be \_\_\_\_\_ years/months (check one), beginning \_\_\_\_\_, 20\_\_, at 8:00 a.m., and expiring \_\_\_\_\_, 20\_\_ at 11:59 p.m. Tenant shall have the option to renew this Lease for (\_\_\_\_) additional periods of \_\_\_\_\_ (\_\_\_\_) year each, upon the same terms and conditions as the initial term.

2. Rent: The rent for the Premises shall be \$ \_\_\_\_\_ per month, payable on or before the first day of each month beginning on the date of the commencement of this Lease. If the rental payments are not received by Landlord on or before the fifth day of the month, Tenant shall without further notice or demand, pay to Landlord a \$ \_\_\_\_\_ late fee. NOTE: No particular late fee shall exceed 5.0% of the monthly rent amount or \$15.00, whichever is greater.

3. Damage Deposit: Upon the due execution of this Lease, Tenant shall deposit with the Beaucatcher House Condominium Owners Association (the "Condominium Association") the sum of Three Hundred and No/100 Dollars (**\$300.00**) immediately upon execution of this Lease, as security for any damage caused to the Premises during the term hereof. Such deposit shall be held by Crow Financial Services, Inc., 320 Dahlenega Street, Suite 100, Cumming, Georgia 30040-2410 and shall be returned to Tenant, without interest, and less any set off for any damages to the Premises upon the termination of this Lease.

4. Use of Premises: The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of \_\_\_\_\_ [insert number of occupants and names], exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. Condition of Premises: Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

6. Utilities: Tenant shall be responsible for arranging for and paying for all utility services required on the Premises. Landlord shall not be liable for failure of such services not due to negligence of Landlord. Tenant agrees that if the Premises are vacated even for a short period of time, utilities shall be kept at levels to avoid a detrimental impact upon the Premises.

7. Non-Delivery of Possession: In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Lease and all rights hereunder shall terminate.

8. Insurance and Taxes:

a. Tenant must procure fire and extended coverage insurance for the fixtures, furniture, equipment, and property belonging to Tenant and located in or on the Premises. Regardless of whether Tenant complies with this requirement and obtains such insurance, neither Landlord nor Landlord's agents shall be liable for any damage to, or destruction or loss of, any of Tenant's personal property located on the Premises, regardless of the cause of such damage, destruction or loss. Landlord has no duty to follow up and make sure Tenant has indeed obtained such insurance required by this Lease.

b. Landlord shall be responsible for payment of real property taxes on the Premises.

9. Peaceable Possession by Tenant and Use of Premises by Tenant Inspection by Landlord: Landlord covenants and agrees that Tenant, during the term of this Lease, shall have full control and use of the Premises for general residential uses. Landlord or Landlord's agents shall have the right to enter upon the Premises, to inspect the same, to exhibit the Premises, to make such repairs or alterations to the Premises as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part. If Tenant shall not be personally present to open and permit an entry into the Premises, at any time, when for any reason an entry therein shall be necessary or permissible, to the extent permitted by law Landlord or Landlord's agents may enter the Premises by a master key, or in the event of any emergency, may forcibly enter the Premises, without rendering Landlord or such agents liable therefor (if during such entry Landlord or Landlord's agents shall accord reasonable care to Tenant's property) and without in any manner affecting the obligations and covenants of this Lease.

10. Responsibilities of Parties:

a. Except where caused by Landlord's actionable acts of negligence, Landlord shall not be liable for any personal injury to Tenant, or Tenant's family, invitees, agents and employees, or to any other occupant or guest on any part of the Premises, the property on which the Premises is located or the building of which the Premises is a part; or for any damage of any property of Tenant, or Tenant's family, invitees, agents or employees, or of any other occupant or guest on any part of the Premises, the property on which the Premises is located or the building of which the Premises is a part.

b. Tenant covenants and agrees during the term of this Lease to indemnify and save harmless Landlord against and from any and all claims, damages, costs and expenses, including reasonable attorney fees, sustained or claimed to have been sustained by any person or persons or property in, upon or about the Premises, the property on which the Premises is located or the building of which the Premises is a part. The above language notwithstanding, Landlord shall remain liable for the actionable acts of negligence on its part, on the part of its agents or employees.

- c. Tenant shall, for the duration of the Lease:
- i. Use the Premises for residential purposes only and in a manner so as not to disturb Tenant's neighbors;
  - ii. Not use the Premises for any unlawful purpose or occupy the Premises in such a way as to constitute a nuisance;
  - iii. Keep the Premises, including but not limited to, all plumbing fixtures, facilities and appliances, and any common areas and yards used by Tenant in connection with the Premises, in a good, clean, safe, sanitary and presentable condition;
  - iv. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
  - v. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Lease or to any restrictions, rules or regulations affecting the Premises.
  - vi. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear thereof and damages by the elements excepted.

d. Tenant shall notify Landlord, and the Condominium Association (c/o Crow Financial Services, Inc., 320 Dahlonega Street, Suite 100, Cumming, Georgia 30040-2410), of Tenant's arrival moving schedule upon the execution of this Lease; and, Tenant shall notify Landlord at least 7 days prior to the date Tenant moves out of the Premises of Tenant's departure moving schedule.

11. Maintenance and Repair; Rules: Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- a. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- b. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- c. Not obstruct or cover the windows or doors;
- d. Not leave windows or doors in an open position during any inclement weather;
- e. Not hang any laundry, clothing, sheets, or similar items, from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- f. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;

- g. Keep all air conditioning filters clean and free from dirt;
- h. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- i. Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- j. Keep all radios, television sets, stereos, phonographs, or similar devices, turned down to a level of sound that does not annoy or interfere with other residents;
- k. Deposit all trash, garbage, rubbish or refuse in a clean and safe manner in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- l. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium Association having control over them or those rules which are already in existence.
- m. In the event work is required on the unit (i.e.- warranty items), all work orders for repairs must be submitted to the Owner of the unit and Owner may submit the work order to the to the Beaucatcher COA for repair.

12. Damage or Destruction: In the event the Premises are destroyed by fire, unavoidable accident or other casualty, without the fault of Tenant, this Lease shall terminate and any advanced rental shall be rebated to Tenant, subject to rental proration based on the time of Tenant's occupancy of the Premises to the time of the damage.

13. Assignment or Subletting: Tenant shall not assign this Lease, or sublet or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Lease.

14. Subordination of Lease: This Lease and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

15. Alterations: Tenant shall not make any alterations, additions or improvements in or to the Premises, or paint or decorate (including the hanging of plants, pictures, mirrors, etc. from the ceilings or walls) without the prior written consent of Landlord.

16. Hold Over: Any holding over after the expiration of the term of this Lease, with the written consent of Landlord, shall be construed to be a tenancy from month to month at the monthly rent herein specified and shall otherwise be on the terms and conditions herein specified, so far as applicable.

17. Animals: Tenant shall be entitled to keep no more than \_\_\_\_\_ (\_\_\_\_) domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to the

Condominium Association (c/o Crow Financial Services, Inc., 320 Dahlonega Street, Suite 100, Cumming, Georgia 30040-2410) a pet deposit of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_ ) of which shall be non-refundable and shall be used upon the termination or expiration of this Lease for the purposes of cleaning the carpets of the building. All animals other than dogs, cats and birds must be approved in writing by Landlord before being allowed on the Premises.

18. Default: If Tenant fails to comply with any of the material provisions of this Lease, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Lease. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Lease. Upon expiration of the time fixed in the notice, this Lease and the right, title and interest of Tenant hereunder, shall terminate in the same manner and with the same force and effect as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

19. Abandonment: If at any time during the term of this Lease Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

20. Attorneys' Fees: Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

21. Recording of Agreement: Tenant shall not record this Lease on the Public Records of any public office. In the event that Tenant shall record this Lease, this Lease shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

22. Governing Law: This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of North Carolina.

23. Severability: If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

24. Binding Effect: The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

25. Descriptive Headings: The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

26. Non-Waiver: No indulgence, waiver, election or non-election by Landlord under this Lease shall affect Tenant's duties and liabilities hereunder.

27. Modification: The parties hereby agree that this document contains the entire agreement between the parties and this Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

[PARAGRAPH 28 SHALL NOT APPLY UNLESS THIS BOX IS CHECKED.]

28. Purchase Option: In consideration of the payment of \$ \_\_\_\_\_ in cash, receipt of which is acknowledged, Tenant shall have the option to purchase the property on or before \_\_\_\_\_, 20\_\_ , for the price of \$ \_\_\_\_\_, payable in cash at closing. If Tenant exercises the option to purchase, then all of the monthly rental payments made (but not the \$ \_\_\_\_\_ option payment) shall be credited to the \$ \_\_\_\_\_ purchase price. If Tenant fails to exercise the option to purchase, then such rental payments shall be for rent only, and no portion thereof shall be repaid to Tenant. Tenant shall give notice of the exercise of the option at least thirty (30) days prior to the expiration of the option. The terms of the standard bar form Option to Purchase and Contract in existence on the day the option is exercised shall govern the terms and conditions of the sale, to the extent applicable, and on the date of closing, Landlord shall convey marketable fee simple unencumbered title to the property to Tenant in accordance with the terms of such standard Bar form contract.

29. Covenants to Run With the Land: All covenants, agreements, stipulations, provision, conditions and obligations herein expressed and set forth shall extend to, bind and inure to the benefit of, as the case may require, the heirs, executors, administrators, successors and assigns of Landlord and Tenant, respectively, or their successors in interest, as fully as if such words were written wherever reference to Landlord and Tenant occurs in the Lease Agreement.

30. Notice: Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

**If to Landlord to:**

\_\_\_\_\_  
[Landlord's Name]

\_\_\_\_\_  
[Landlord's Address]

**If to Tenant to:**

\_\_\_\_\_  
[Tenant's Name]

\_\_\_\_\_  
[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

31. **ADDITIONAL PROVISIONS; DISCLOSURES.**

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**IN TESTIMONY WHEREOF**, Landlord and Tenant have caused this Lease to be executed, the day and year first above written.

**LANDLORD:**

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

**TENANT:**

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

**TENANT:**

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

**TENANT:**

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

**TENANT:**

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

**IF ANY PARTY TO THIS LEASE DOES NOT UNDERSTAND THIS FORM OR FEELS THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.**