

RESIDENTIAL RENTAL CONTRACT

RESIDENT: _____ ("Tenant")

OWNER: _____ ("Landlord")

REAL ESTATE MANAGEMENT FIRM: Russell Property Management, Inc. ("Agent")

PREMISES: City: _____ County: Pitt State of North Carolina

Street Address: _____ Zip Code: _____

Apartment Complex: _____ Apartment No. _____

Other Description (Room, portion of above address, etc.): _____

INITIAL TERM: Beginning Date of Lease: _____ Ending Date of Lease: _____

RENT: \$ _____ PAYMENT PERIOD: monthly weekly yearly other: n/a

LATE PAYMENT FEE: \$ 15.00 OR 5.000 % of rental payment, whichever is greater
(State law provides that the late fee may not exceed \$15.00 or five percent (5%) of the rental payment, whichever is greater.)

RETURNED CHECK FEE: \$ 25.00 (The maximum processing fee allowed under State law is \$25.00.)

SECURITY DEPOSIT: \$ _____ to be deposited with: (check one) Landlord Agent

LOCATION OF DEPOSIT: (insert name of bank): First South Bank

BANK ADDRESS: 1310 West Arlington Blvd. Greenville NC 27834

FEES FOR COMPLAINT FOR SUMMARY EJECTMENT AND/OR MONEY OWED (See paragraph 17) (NOTE: Landlord may charge and retain only one of the following fees in addition to any court costs):

- COMPLAINT-FILING FEE: \$ 15.00 OR 5.000 % of rental payment, whichever is greater (Fee may not exceed \$15.00 or five percent (5%) of the rental payment, whichever is greater.)
- COURT APPEARANCE FEE: 10.000 % of rental payment (Fee may not exceed ten percent (10%) of the rental payment.)
- SECOND TRIAL FEE: 12.000 % of rental payment (Fee may not exceed twelve percent (12%) of the rental payment.)

PERMITTED OCCUPANTS (in addition to Tenant): _____

CONTACT PERSON IN EVENT OF DEATH OR EMERGENCY OF TENANT (name and contact information): _____

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 THE TENANCY AT THE EXPIRATION OF THE INITIAL TERM BY GIVING WRITTEN NOTICE TO THE OTHER AT LEAST 30 DAYS PRIOR TO THE EXPIRATION DATE OF THE INITIAL TERM. IN THE EVENT SUCH WRITTEN NOTICE IS NOT GIVEN OR IF THE TENANT HOLDS OVER BEYOND THE INITIAL TERM, THE TENANCY SHALL AUTOMATICALLY BECOME A Month (PERIOD) TO Month (PERIOD) TENANCY UPON THE SAME TERMS AND CONDITIONS CONTAINED HEREIN. THEREAFTER, THE TENANCY MAY BE TERMINATED BY EITHER LANDLORD OR TENANT GIVING THE OTHER 30 DAYS WRITTEN NOTICE PRIOR TO THE LAST DAY OF THE FINAL PERIOD OF THE TENANCY. (EXAMPLE: Assume tenancy is a calendar month-to-month tenancy and 30 days advance written notice of termination is required. Tenant desires to terminate lease as the end of the April period of the tenancy. Tenant would be required to give landlord written notice no later than March 31st. If the written notice of termination were to be given to the Landlord on the 10th of April, the notice would be effective to terminate the lease at the end of May rather than the end of April, since the monthly periods of the tenancy expire on the last day of the month and the notice was not given 30 days prior to the end of April.)



2. **Rent:** Tenant shall pay the Rent, without notice, demand or deduction, to Landlord or as Landlord directs. The first Rent payment, which shall be prorated if the Initial Term commences on a day other than the first day of the Payment Period, shall be due on _____ (date). Thereafter, all rentals shall be paid in advance on or before the **FIRST** day of each subsequent Payment Period for the duration of the tenancy, and shall be considered late if not paid on or before such date.

3. **Late Payment Fees and Returned Check Fees:** Tenant shall pay the Late Payment Fee if any rental payment is five (5) days or more late. *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 Security Deposit:** The Security Deposit shall be administered in accordance with the North Carolina Tenant Security Deposit Act (N.C.G.S. § 42-50 et. seq.). IT MAY, IN THE DISCRETION OF EITHER THE LANDLORD OR THE AGENT, BE DEPOSITED IN AN INTEREST-BEARING ACCOUNT WITH THE BANK OR SAVINGS INSTITUTION NAMED ABOVE. ANY INTEREST EARNED UPON THE TENANT SECURITY DEPOSIT SHALL ACCRUE FOR THE BENEFIT OF, AND SHALL BE PAID TO, THE LANDLORD, OR AS THE LANDLORD DIRECTS. SUCH INTEREST, IF ANY, MAY BE WITHDRAWN BY LANDLORD OR AGENT FROM SUCH ACCOUNT AS IT ACCRUES AS OFTEN AS IS PERMITTED BY THE TERMS OF THE ACCOUNT.

Upon any termination of the tenancy herein created, the Landlord may deduct from the Tenant Security Deposit amounts permitted under the Tenant Security Deposit Act. If there is more than one person listed above as Tenant, Agent may, in Agent's discretion, pay any balance of the Tenant Security Deposit to any such person, and the other person(s) agree to hold Agent harmless for such action. If the Tenant's address is unknown to the Landlord, the Landlord may deduct any permitted amounts and shall then hold the balance of the Tenant Security Deposit for the Tenant's collection for a six-month period beginning upon the termination of the tenancy and delivery of possession by the Tenant. If the Tenant fails to make demand for the balance of the Tenant Security Deposit within the six-month period, the Landlord shall not thereafter be liable to the Tenant for a refund of the Tenant Security Deposit or any part thereof.

If the Landlord removes Agent or Agent resigns, the Tenant agrees that Agent may transfer any Tenant Security Deposit held by Agent hereunder to the Landlord or the Landlord's designee and thereafter notify the Tenant by mail of such transfer and of the transferee's name and address. The Tenant agrees that such action by Agent shall relieve Agent of further liability with respect to the Tenant Security Deposit. If Landlord's interest in the Premises terminates (whether by sale, assignment, death, appointment of receiver or otherwise), Agent shall transfer the Tenant Security Deposit in accordance with the provisions of North Carolina General Statutes § 42-54.

5. **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, including but not limited to all plumbing fixtures, facilities and appliances, 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) use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as a part of the Premises;
 - (h) not deliberately or negligently destroy, deface, damage or remove any part of the Premises (including all facilities, appliances and fixtures) or permit any person, known or unknown to the Tenant, to do so;
 - (i) 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;
 - (j) conduct himself and require all other persons on the Premises with his consent to conduct themselves in a reasonable manner and so as not to disturb other tenants' peaceful enjoyment of the Premises;
 - (k) not abandon or vacate the Premises during the Initial Term or any renewals or extensions thereof. Tenant shall be deemed to have abandoned or vacated the Premises if Tenant removes substantially all of his possessions from the Premises; and
- (l) Tenant has the option of having the Premises carpet professionally cleaned and providing RPM with the receipt upon move out. If not provided, carpet cleaning will automatically be charged to the tenant.

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;
- (c) keep all common areas, if any, used in conjunction with the Premises in a clean and safe condition;
- (d) promptly repair all facilities and appliances, if any, as may be furnished by the Landlord as part of the Premises, including electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems, provided that the Landlord, except in emergency situations, actually receives notification from the Tenant in writing of the needed repairs; and
- (e) within a reasonable period of time based upon the severity of the condition, repair or remedy any imminently dangerous condition on the Premises after acquiring actual knowledge or receiving notice of the condition. Notwithstanding Landlord's repair or remedy of any imminently dangerous condition, Landlord may recover from Tenant the actual and reasonable costs of repairs that are the fault of Tenant.

7. **Utility Bills/Service Contracts:** Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. The party agreeing to be responsible for payment of a Service Obligation agrees to timely pay the applicable Service Obligation, including any metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in that party's name. Within thirty (30) days of the Beginning Date of this Lease, Tenant shall provide Landlord with a copy of any requested information about any Service Obligation for which Tenant has agreed to be responsible. Any Service Obligation not designated below shall be the responsibility of Tenant unless the parties agree otherwise in writing.

Service obligation	Landlord	Tenant	N/A
Sewer/Septic	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electric	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Telephone	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Security System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trash disposal/dumpster	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Landscaping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lawn Maintenance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
High Speed Internet (50MB DL)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Tenant Initials _____ Landlord Initials _____

8. **Smoke and Carbon Monoxide Alarms:** Pursuant to North Carolina General Statutes § 42-42, the Landlord shall provide operable smoke alarms, either battery-operated or electrical. If the Premises has a fossil-fuel burning heater, appliance, or fireplace, or an attached garage, the Landlord shall provide and install a minimum of one operable carbon monoxide alarm per level in the Premises, either battery operated or electrical. The Tenant shall notify the Landlord, in writing, of the need for replacement of or repairs to a smoke or carbon monoxide alarm. The Landlord shall replace or repair the smoke or carbon monoxide alarm within 15 days of receipt of notification if the Landlord is notified of needed replacement or repairs in writing by the Tenant. The Landlord shall ensure that a smoke or carbon monoxide alarm is operable and in good repair at the beginning of the Initial Term of the Tenancy.

The Landlord shall place new batteries in any battery-operated smoke or carbon monoxide alarms at the beginning of the Initial Term of the tenancy **and the Tenant shall replace the batteries as needed during the tenancy**, except where the smoke alarm is a tamper-resistant, 10-year lithium battery smoke alarm.

9. **Rules and Regulations:**

(a) **Landlord 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 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.

(b) (check if applicable) **Owner Association Rules and Regulations:** The Premises are subject to regulation by the following owners/condo association:

- Name of association: _____
- Name of association property manager: _____
- Property manager address and phone number: _____
- Association website address, if any: _____

Tenant agrees to abide by any applicable owners' association regulations as they now exist or may be amended.

10. **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. Tenant acknowledges and understands that in the case of an emergency, the Landlord may need to enter the Premises at any hour to cause repairs to be made to preserve or prevent further damage from occurring to the Premises, and the Tenant agrees to cooperate reasonably with the Landlord in the event of any such emergency.

11. **Damages:** Tenant shall be responsible for all damage, defacement, or removal of any property inside a dwelling unit in the Tenant's exclusive control unless the damage, defacement or removal was due to ordinary wear and tear, acts of the Landlord or the Landlord's agent, defective products supplied or repairs authorized by the Landlord, acts of third parties not invitees of the Tenant, or 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, and to pay the Rent during the period the Premises may not be habitable as a result of any such damage. Such damage may include but is not limited to window panes or screens damaged by Tenant, filthy ovens, refrigerators, kitchen floors, cabinets or bathrooms, drink stains on carpet, and unauthorized paint colors.

12. **Pets:** Tenant agrees not to keep or allow anywhere on or about the Premises any animals or pets of any kind, whether on a temporary basis or otherwise and whether belonging to the Tenant or anybody else, including but not limited to, dogs, cats, birds, rodents, reptiles or marine animals, unless permitted under the terms of a Pet Addendum attached to this Agreement. Tenant shall be subject to a fine of \$ 300.00 per pet for any violation of this paragraph or of the terms of any Pet Addendum that may be a part of this Agreement, and Tenant agrees to pay any such fine upon receipt of Landlord's demand therefore.

13. **Alterations:** The Tenant shall not paint, mark, drive nails or screws into, or otherwise deface or alter walls, ceilings, floors, windows, cabinets, woodwork, stone, ironwork or any other part of the Premises, decorate the Premises, change or remove any existing locks or add any additional locks, or make any alterations, additions, or improvements in, to, on or about the Premises without the Landlord's prior written consent and then only in a workmanlike manner using materials and contractors approved by the Landlord. All such work shall be done at the Tenant's expense and at such times and in such manner as the Landlord may approve, and keys for any changed or additional locks shall immediately be provided to the Landlord. All alterations, additions, and improvements upon the Premises, made by either the Landlord or Tenant, shall become the property of the Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.

14. **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. Tenant shall be subject to a fine of \$ 100.00 for any violation of this paragraph, and Tenant agrees to pay any such fine upon receipt of Landlord's demand therefor.

15. **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.

16. **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 there from all Tenant's personal property of whatever nature; (3) properly sweep and clean the Premises, including plumbing fixtures, refrigerators, stoves and sinks, removing there from all rubbish, trash, garbage and refuse; (4) make such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, in the same condition as when Tenant took possession of the Premises; provided, however, Tenant shall not be responsible for ordinary wear and tear or for repairs required by law or by paragraph 6 above to be performed by Landlord; (5) fasten and lock all doors and windows; (6) return to the Landlord all keys to the Premises; (7) restore the level of fuel in any fuel tank used by the Tenant to its level as of the Beginning Date of the Tenancy; and (8) notify the Landlord of the address to which the balance of the Security Deposit may be returned. If the Tenant fails to sweep out and clean the Premises, appliances and fixtures as herein provided, Tenant shall become liable, without notice or demand, to the Landlord for the actual costs of cleaning (over and above ordinary wear and tear), which may be deducted from the Security Deposit as provided in paragraph 4 above.

In the event Tenant desires to terminate the Tenancy prior to the end of its term then in effect, Tenant acknowledges and understands that the Landlord will use reasonable efforts to re-rent the Premises, but that the Tenant shall remain responsible for the performance of all the Tenant's obligations under this Agreement until such time as the Landlord may be able to re-rent the Premises, unless the Landlord and the Tenant agree otherwise in writing.

17. Tenant's Breach:

(a) **Events Constituting Breach:** It shall constitute a breach of this Agreement if Tenant fails to:

- (i) pay the full amount of rent herein reserved as and when it shall become due hereunder; or
- (ii) 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.

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, at its option and with or without notice to Tenant, either terminate this lease or terminate the Tenant's right to possession of the Premises without terminating this lease.

(b) **Landlord's Right to Possession:** Regardless of whether Landlord terminates this lease or only terminates the Tenant's right of possession without terminating 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, reenter and retake possession of the Premises only through a summary ejectment proceeding.

(c) **Summary Ejectment Fees:** 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 the relevant Complaint-Filing Fee, Court Appearance Fee or Second Trial Fee in accordance with NC General Statutes § 42-46.

(d) **Acceptance of Partial Rent:** Tenant acknowledges and understands that Landlord's acceptance of partial rent or partial housing subsidy will not waive Tenant's breach of this Agreement or limit Landlord's rights to evict Tenant through a summary ejectment proceeding, whether filed before or after Landlord's acceptance of any such partial rent or partial housing subsidy.

Tenant Initials _____ Landlord Initials _____

(e) **Termination of Lease:** 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, including but not limited to damages for Tenant's continued occupancy of the Premises following the Landlord's termination.

(f) **Termination of Tenant's Right of Possession:** In the event Landlord terminates the Tenant's right of possession without terminating this lease, Tenant shall remain liable for the full performance of all the covenants hereof, and Landlord shall use reasonable efforts to re-let the Premises on Tenant's behalf. Any such rentals reserved from such re-letting shall be applied first to the costs of re-letting the Premises 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 the Landlord for any deficiency. In the event Landlord institutes a legal action against the Tenant to enforce the lease or to recover any sums due hereunder, Tenant agrees to pay Landlord reasonable attorney's fees in addition to all other damages.

18. **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. In no event and regardless of their duration shall any defective condition of or failure to repair, maintain, or provide any area, fixture or facility used in connection with recreation or recreational activities, including but not limited to swimming pools, club houses, and tennis courts, constitute a material breach of this lease and the Tenant shall have no right to terminate this lease or to suspend his performance hereunder. In any legal action instituted by the Tenant against the Landlord, the Tenant's damages shall be limited to the difference, if any, between the rent reserved in this lease and the reasonable rental value of the Premises, taking into account the Landlord's breach or breaches, and in no event, except in the case of the Landlord's willful or wanton negligence, shall the Tenant collect any consequential or secondary damages resulting from the breach or breaches, including but not limited to the following items: damage or destruction of furniture or other personal property of any kind located in or about the Premises, moving expenses, storage expenses, alternative interim housing expenses, and expenses of locating and procuring alternative housing.

19. **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 reenter 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.

20. **Tenant's Insurance; Release and Indemnity Provisions:**

(a) **Personal Property Insurance (*Tenant initial if applicable**):**

_____ Tenant shall be required to obtain and maintain throughout the term of the tenancy a renter's insurance policy and to promptly provide Landlord evidence of such insurance upon Landlord's request. In addition to coverage for damage or loss to Tenant's personal property in such amount as Tenant may determine, the policy shall include coverage for bodily injury and property damage for which Tenant may be liable in the amount of _____

****If not initialed, Tenant shall not be required to obtain a renter's insurance policy***

(b) Whether or not Tenant is required to obtain a renter's insurance policy, 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.

(c) 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 negligence, or intentional acts of the Landlord or his agents.

21. **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.

22. **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.

23. **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.

24. **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.

25. **Assignment:** The Tenant shall not assign this lease or sublet the Premises in whole or part.

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. **Joint and Several Liability:** If there are multiple persons listed as Tenant, their obligations under this Agreement shall be joint and several.

28. **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:

- Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (form 430-T) (if Premises built prior to 1978)
- Maintenance Addendum (form 440-T)
- Pet Addendum (form 442-T)
- OTHER: Residential Rental Contract Addendum, Suddenlink Internet Policy - User Agreement

(c) The following additional terms and conditions shall also be a part of this lease: n/a

29. **Inspection of Premises:** Within 3 days of occupying the Premises, Tenant has the right to inspect the Premises and complete a Move-in Inspection Form.

Tenant Initials _____ Landlord Initials _____

30. **Tenant Information:** Tenant acknowledges and understands that during or after the term of this Agreement, the Landlord may, at the request of third parties, provide information about Tenant or relating to the Tenancy in accordance with applicable laws.

31. **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 1 (number) counterparts with an executed counterpart being retained by each party.

32. **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.

33. **Use of Electronic Means; Notice.** The parties agree that electronic means may be used to sign this Agreement or to make any modifications the parties may agree to, and that any written notice, communication or documents may be transmitted to any e-mail address or fax number set forth in the signature section below. Any notices required or authorized to be given hereunder or pursuant to applicable law may also be mailed or hand delivered to the Tenant at the address of the Premises and to the Landlord at the address of the Agent.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

LANDLORD: _____

LANDLORD: _____

BY: AGENT: Russell Property Management, Inc.
[Name of real estate firm]

By: _____ Individual license # 235131 Date: _____
[Signature of authorized representative]

Address: _____

Telephone: _____ Fax: _____ Email: _____

TENANT: _____ Date: _____
[Tenant signature]

Contact information: _____
Home Work Cell Email

TENANT: _____ Date: _____
[Tenant signature]

Contact information: _____
Home Work Cell Email

TENANT: _____ Date: _____
[Tenant signature]

Contact information: _____
Home Work Cell Email

TENANT: _____ Date: _____
[Tenant signature]

Contact information: _____
Home Work Cell Email

RESIDENTIAL RENTAL CONTRACT ADDENDUM

GENERAL USE GUIDELINES

1. Pet Policy:

If Page Four of the Lease Agreement does not allow pets, Tenant is not allowed to pet sit and pets are not allowed on the Premises for "brief" visits. If Tenants violate this rule, the lease may be canceled and upon notice, Tenant may be requested to vacate the premises within (7) seven days. **IN ADDITION, TENANT WILL BE CHARGED \$300.00 per pet as LIQUIDATED DAMAGES.** If pets are not allowed, Tenant agrees not to keep or allow anywhere on or about the Property any animals or pets of any kind, including but not limited to, dogs, cats, birds, rodents, reptiles or marine animals. Snakes of all types are not allowed and are not allowed as pets under the pet clause in the contract.

If the Lease does not allow Pets and Tenant desires to have pet(s) after moving into the Premises, Tenant must have the Lease Agreement modified to allow Pets and pay the applicable Pet Fees. The Property Management Company reserves the right to restrict the weight of pets and the breed of pets allowed on the Premises.

If Page Four of the Lease Agreement does allow pets, the following conditions will apply:

Landlord agrees that Tenant shall be permitted to keep a pet of the type described below on the Premises on the following terms and conditions:

The Tenant shall remove any pet previously permitted within 48 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. If the pet is caused to be removed pursuant to this paragraph, the Landlord shall not be required to refund the Pet Fee; however, the Tenant shall be entitled to acquire a keep another pet of the type previously authorized.

Pet Fee:

Tenant shall pay a nonrefundable pet fee in the amount of \$_____ ("Pet Fee"). Tenant acknowledges the amount of the Pet Fee is reasonable and agrees that Landlord shall not be required to refund the Pet Fee in whole or in part. Tenant agrees to reimburse Landlord for any primary or secondary damages caused by any pet on the Premises, whether the damages are to the Premises or to any common areas used in conjunction with them.

Indemnity:

Tenant agrees to indemnify and hold Landlord and Landlords agents harmless from any liability to third parties which may result from Tenant's keeping of such pet.

Tenant is to provide list of Pet(s), color, breed and approximately size below.

Type	Breed	Color	Approx. Weight
Pet 1: _____	_____	_____	_____
Pet 2: _____	_____	_____	_____
Pet 3: _____	_____	_____	_____

2. Tenant understands and agrees that the presence of pet urine or other animal waste that may be deposited by an animal in the carpeting or on the flooring of the Premises during tenancy represents certain biological, health, and safety hazards- as well as offensive odors- for themselves and for future and neighboring tenants. Due to (1) the unique characteristics of animal urine and its damaging effects on carpet padding, and flooring of the Premises shall not, under any circumstances, be considered normal wear and tear. Tenant understands and agrees that, in any event, **Tenant shall be fully responsible**

Tenant Initials: _____

Landlord Initials: _____

for the value of replacement and installation of carpet, flooring, and/or fixtures necessitated by the presence of animal urine or other waste found by Lessor in the carpeting of flooring of the Premises, and that the deposit referenced on page one may be applied to such damages, though Tenant shall be fully liable to Lessor for any deficiency. The replacement value of carpet, flooring, and fixtures shall be prorated based on the respective age of the item(s) at the time of replacement as compared to the original expected life of the respective item(s).

3. Fire/Soot/Smoke/Nicotine/Curry Damage: Tenant is responsible for any damage caused by fire, including but not limited to kitchen fire. Tenant is also responsible for soot/smoke damage caused by cigarette smoking and/or burning candles or using curry in cooking. Tenant should be aware that burning candles emit smoke/soot that discolors the entire unit and smoke/soot/curry is distributed throughout the apartment via the HVAC system. Additionally, walls, cabinets, ceilings, and or carpeting may be discolored from fire/soot/smoke/nicotine/curry. Tenant is responsible for any damage caused to unit that requires excessive cleaning/replacement due to fire/soot/smoke/nicotine/curry.
4. Certain services may be included with your apartment rent. Russell Property Management does not guarantee the continuation of these services or the quality/reliability of these services, nor does Russell Property Management provide any hardware required for service.
5. Keys and Locks: Tenant agrees not to install additional or different locks or gates on any doors or windows of the Premises, except as agreed to and approved of by Lessor in writing. When this agreement ends, Tenant agrees to return all keys to this dwelling Premises to the Lessor. If all keys are not returned to Lessor at the end of tenancy, Tenant agrees to reimburse Lessor for cost of re-keying all locks (including mailbox lock).
6. LOCKOUTS: Any tenant needing access to their apartment may pick up a spare key from the office during office hours. There will be no charge if they key is returned, or the key can be purchased for \$10.00. Should we have to send a technician to open the door, there will be a reasonable charge for this service. Please make sure you ask for the amount of the charge before agreeing to the service. Proper identification must be presented at the time of the service. No one other than the persons on the lease will be allowed inside your apartment.
7. Tenant Agrees to:
 - a. Supply all electric light bulbs and fuses required during Resident's occupancy; replace filter in heat/ac unit quarterly.
 - b. Not discharge, display or any way use in, on, or around the complex any firearm or weapon of any type (including air rifles and pistols, knives, swords, etc.);
 - c. Allow lessor to immediately dispose of any property left by tenant when he/she surrenders or abandons the Premises;
 - d. Pay any fines associated with trash container compliance and/or removal of trash at street during tenancy or after move-out;
 - e. Pay any fines associated with Tenant failing to clean up animal feces from heir animal or visitor's to Tenant's premise animals.
8. Restrictions and Alterations: Tenant agrees not to do any of the following without first obtaining Lessor's written permission:
 - a. Change or remove any parts of the appliances, fixtures or equipment in the Premises;
 - b. Paint or install paneling, wallpaper or contact paper in the Premises;
 - c. Attach awnings or window guards in the Premises;
 - d. Attach or place any fixtures, signs, fences signs or clotheslines on or in the building(s), common areas or the property grounds;
 - e. Attach any shelves dividers, screen doors or make any other temporary or permanent improvements in the Premises;
 - f. Place or attach any aerials, antennas, wires, satellite dish or other electrical connection on the Premises.
9. Automobiles & Parking
 - a. Parking is allowed in the designated parking areas only for the cars, light trucks and motorcycles (primary mode of transportation). All other boats, trailers and RV's will not be allowed on the premises unless prior written permission is obtained from Lessor.

Tenant Initials: _____

Landlord Initials: _____

- b. Any vehicle parked on the premises that is unlicensed, inoperable, abandoned, flat tires or lacking any required permit may be towed away and stored at its owner's expense without Lessor incurring any liability to anyone for any reason.
- c. All vehicles must be kept in proper operating conditions so as not to be a hazard or a nuisance by reason of noise, emission, appearance or otherwise. Except for minor adjustments, no repairs or maintenance shall be conducted on the property or common areas. Drainage of any automotive fluids on the common areas is strictly prohibited.
- d. Cars are to be parked in a single parking space. NO parking across multiple spaces is allowed.

10. **REPAIRS** Tenants are responsible for repairs other than ordinary wear and tear and will be billed for them. Examples: stopped up toilets, lockouts, changing light bulbs, cutting on breakers at panel box, replaced damaged screens, changing of locks at tenants request, installing additional security devices at tenant's request, unstopped sink and drain lines stopped up be tenant, repairs locks and doors damaged during tenancy, changing heat/air filters other than scheduled maintenance, stopped up garbage disposal by foreign objects.

11. Yard Maintenance: Tenant's _____ IS _____ IS NOT required to maintain the yard and shrubbery. If tenant IS responsible to maintain the yard, tenant's responsibilities include:

12. Smoking _____ IS _____ IS NOT permitted inside the home.

13. The following additional terms and conditions must be followed while occupying the home:

14. All names on the lease are jointly and severally responsible for the entire rent due under the lease agreement.

15. The following appliances are in the home (check all that apply):

- Stove _____
- Dishwasher _____
- Refrigerator _____
- Microwave _____
- Hood Fan _____
- Washer _____
- Dryer _____
- Dehumidifier _____
- Other: _____

Tenant Initials: _____

Landlord Initials: _____

16. Pet Control Services: _____ ARE _____ ARE NOT Provided by the Property Owner. If Pest Control services ARE provided by the Owner, these services DO NOT include treatment for fleas and bedbugs. Treatment for fleas and bedbugs are the responsibility of the Tenant.

17. _____ Yes _____ N/A: Tenant (s) taking possession of a property on an “As Is” condition agree that Tenants will take the property in the condition it was in at the time of the Tenant(s) move in. The Landlord will not do any of the following work after the tenant(s) take possession. List major categories of work that will NOT be done after Tenant(s) move in.

18. EVERY TENANT IS RESPONSIBLE FOR THE FULL TERM OF THE RESIDNETIAL RENTAL CONTRACT. If tenant(s) fail(s) to complete term, tenant(s) is/are responsible for all damages and lost rent. A collection will be filtered for damages and monthly rent due. Tenant(s) is/are responsible for reasonable collection and attorney fees.

19. EVERY TENANT MUST GIVE A FULL 30- DAY NOTICE IN WRITING TO END THEIR LEASE TENANCY, WHETHER TO END THE INITIAL TERM OF THE LEASE OR THE END A MONTH-TO-MONTH LEASE.

20. EVERY TENANT MUST FOLLOW THE “RPM MOVE OUT INSTRUCTIONS AND INFORMATION” FORM WHEN THEY END THEIR TENANCY WITH RUSSELL PROPERTY MANAGEMENT. PLEASE REFER TO THIS FORM ON THE RPM OR HOLLY GLEN WEBSITE.

GENERAL EQUIPMENT/APPLIANCE/HEAT & AC/RESTORATION DRYERS AND EQUIPMENT

1. Tenant acknowledges that as of this date, the Unit is equipped with general appliances (range, refrigerator and dishwasher) heat/ac system and that tenant agrees to inspect and test appliances/ heating/ac system immediately upon taking possession of the Premises.

2. Tenant agrees to immediately report to Landlord or Landlord’s agent in writing any repair or replacement necessary to make appliances/heat/ac system completely operable. Within seven (7) days of receipt of such written notification, management shall repair or replace appliances/heat/ac system, assuming the availability of labor and materials.

Tenant understands that repairs to some equipment may be delayed due to circumstances beyond Property Manager’s and Owner’s control. Kitchen appliances will only be maintained and/or replaced during normal business hours. The Property Manager is not responsible for a Tenant’s food in the case of refrigerator or oven/stove failure or expenses associated with Tenant eating out due to kitchen appliances malfunctioning. If a Tenant’s heating and air equipment fails, Property Manager will make every effort to repair equipment as soon as possible but Property Manager or Owner will not pay for the cost of Tenant staying in a hotel or motel while equipment is not working properly.

3. Tenant agrees to reimburse owner for repair/replacement expense due to the negligence of tenant or tenant’s guest.

4. Tenant agrees to allow Landlord or Landlord’s Agent to place restoration/drying equipment on the premises and further agrees to not disrupt service of drying equipment (including but not limited to dryers and dehumidifiers) nor knowingly permit any person to do so. Tenant agrees to release Landlord or Landlord’s Agent for any incidental cost (including but not limited to utility bills) associated with the use of restoration/drying equipment or malfunction of appliances/heat/ac system. Russell Property Management is not responsible for (1) loss of food due to refrigerator malfunction; (2) high utility/water & sewer bills associated with water heater malfunction/heat/ac leak or any other water leak; (3) damage to or loss of personal property. Tenant will not be reimbursed for such costs.

Tenant Initials: _____

Landlord Initials: _____

5. **DISCLAIMER**

Tenant acknowledges and agrees that the Landlord or Landlord’s agent is not the operator, manufacturer, distributor, retailer or supplier of the appliances/heat/ac system/restoration equipment. Tenant assumes full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the appliances/heat/ac system/restoration equipment, regardless of whether such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of said appliances/heat/ac system/ restoration equipment.

Landlord or Landlord’s agent or employees, whether oral or implied, or otherwise, have made no representation, warranties, undertaking or promises, to you regarding said appliances/heat/ac system/restoration equipment, or the alleged performance of the same. The Landlord or Landlord’s agent neither makes nor adopts any warranty of any nature regarding said appliances/heat/ac system/restoration equipment including expressed or implied warranties. The Landlord or Landlord’s agent shall not be liable for damages, losses and/or injuries to person(s) or property caused by (1) tenant’s failure to notify Landlord or Landlord’s agent of any problem, defect, malfunction, or failure of the appliances/heat/ac system/restoration equipment; and/or (2) theft of the appliances/heat/ac system/restoration equipment.

- 6. **Entire Agreement:** The parties acknowledge that this written addendum is the entire agreement of the any way varies the terms of this GENERAL EQUIPMENT MALFUNCTION ADDENDUM shall be unenforceable and completely void unless such agreement is in writing and signed by both parties.
- 7. **Term:** The term of this Addendum shall be the same term as lease renewal or extension of rental agreement.
- 8. **Acknowledgement:** I acknowledge I have read this addendum and it places a duty upon me to regularly use the appliances/heat/ac system and report all malfunctions of the same to Landlord or Landlord’s agent.

MOLD AND MILDEW ADDENDUM – ADDENDUM TO RESIDENTIAL RENTAL CONTRACT

Mold needs moisture, food, oxygen and favorable temperatures to grow. Moisture is the primary causes of mold growth and one of the easiest of the factors to control. Moisture comes from the following sources or activities: flushing toilets, showering, running faucets, washing clothes, drying clothes, cooking, and the air. Your body also gives off several pints of water per day into the atmosphere of your home. Your home was built with several mechanical devices to aid in the removal of moisture from your home including the bath exhaust fans, microwave exhaust vent, windows and heating and air equipment. These devices are designed to remove the moisture laden air from your home and therefore you need to use this equipment to ensure that you do not contribute to the growth of mold in your home.

Your home is very energy efficient and needs to be ventilated through the mechanical means noted above. Without proper ventilation, the humidity level in your home will foster mold growth and cause uncomfortable living conditions. We have provided you with additional suggestions to prevent mold and mildew problems within your home.

Mold and Mildew: Resident acknowledges and agrees that, for both the maintenance of the Premises and for the health and well-being of Resident and Resident’s occupants, family, and guests it is necessary for resident to provide appropriate climate control, keep the Premises clean, and take other measure to retard and prevent mold and mildew from accumulating in the Premises. Accordingly, Resident agrees to:

- 1. Clean and dust your home on a regular basis and remove visible moisture accumulation on windows, walls, and other surfaces as soon as such accumulation becomes reasonably apparent. This will help eliminate the “food” needed for mold to grow.
- 2. Operate the heating and air-conditioning system in a manner necessary to properly ventilate the apartment to prevent an environment conducive to the growth of mold and mildew, including changing the air filters(s) every 30 days. A primary function of heating and air equipment is to remove humidity (moisture) from the air of your home. During periods when the indoor temperature does not turn on the heating and air equipment, open windows to provide ventilation to your home.
- 3. Operate bath exhaust fans for at least 30 minutes after showering or bathing. Exhaust fans remove moisture laden air from the living space and discharge it to the outside.

Tenant Initials: _____

Landlord Initials: _____

4. Operate the kitchen exhaust fan for at least 30 minutes after cooking activities are done. Exhaust fans remove moisture laden air from the living space and discharge it to the outside.
5. Keep blinds slats partially slanted to allow proper ventilation between the blinds and windows. This will provide for ventilation between the blinds and windows helping to dry out any moisture that forms on windows due to condensation.
6. Operate room ceiling fans to aid in air movement and increase drying of water and water vapor.
7. Do not place beds, mattresses, stacks of clothes, books, etc directly against a wall. Provide for at least a two inch air space between the item and the wall to allow air to flow between the item and the wall.
8. Immediately notify RPM of any of the conditions below:
 - a. Any evidence of a water leak or excessive moisture
 - b. The presence of mold, mildew, or similar growth in the Premises that persists after Resident has attempted to remove it through the application of common household cleaning solutions or antimicrobial products.
 - c. Any malfunction of any part of the heating, ventilation, air conditioning, plumbing or laundry systems present on the premises.
 - d. Any inoperable doors or windows in the Premises.

Resident agrees that Resident shall be solely responsible for damages caused to the Premises and to personal property present on the premises as well as any injuries or adverse medical condition suffered by Resident or Resident's occupant, family, or guests resulting from Resident's failure to comply with the terms of this Paragraph.

FUNGI OR BACTERIA LIABILITY EXCLUSION

Tenant acknowledges and agrees that the Landlord or Landlord's agent is not liable for injury, damage or expenses resulting from "fungi" or bacteria. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

Injury, damage or expenses includes "bodily injury", "property damage" or "personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

SMOKE DETECTOR ADDENDUM – ADDENDUM TO RESIDENTIAL RENTAL CONTRACT

1. Tenant acknowledges that as of this date, the Unit is equipped with one or more smoke detectors and that tenant agrees to inspect and test the smoke detector(s) immediately upon taking possession of the Premises.
2. Tenant agrees to inspect and test smoke detector(s). Periodically to insure proper functioning.
3. Tenant agrees to immediately report to Landlord or Landlord's agent in writing any repair or replacement necessary to make the smoke detector(s) completely operable. Within (7) days of receipt of such written notification, management shall repair or replace the smoke detector(s), assuming the availability of labor and materials.
4. Tenant agrees to replace the batteries as needed for any battery operated smoke detector(s) in or on the Premises so smoke detector(s) is/are continuously operable. Failure of the tenant to replace batteries as needed for any battery-operated smoke detector(s) in of on the Premises shall not be considered as negligence on the part of the Landlord or Landlord's agent.
5. Tenant agrees not to disable or render inoperable any smoke detector(s) installed in or on the Premises, nor knowingly permit any persons to do so.
6. Tenant agrees to reimburse owner, upon request, for the cost of the new smoke detector(s) installation thereof in the event tenant or tenant's guests of invites dispose of or damage the existing smoke detector(s).
7. DISCLAIMER

Tenant acknowledges and agrees that the Landlord or Landlord's agent is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s). Tenant assumes full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction of the smoke detector(s) regardless of whether such malfunction or failure is attributed to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installing of said smoke detector(s).

Tenant Initials: _____

Landlord Initials: _____

Landlord of Landlord's agent or employees, whether oral or implied, or otherwise, have made no representation, warranties, undertaking or promises, to you regarding said smoke detector(s), or the alleged performance of the same. The Landlord or Landlord's agent neither makes nor adopts any warranty of any nature regarding said smoke detector(s) including expressed or implied warranties. The Landlord or Landlord's agent shall not be liable for damages, losses and/or injuries to person(s) or property caused by (1) tenant's failure to regularly test the smoke detector(s); (2) tenant's failure to notify Landlord's agent of any problem, defect, malfunction, or failure of the smoke detector (s); (3) theft of the smoke detector (s) or its serviceability battery; and/or (4) false alarms produced by the smoke detector(s).

8. **Entire Agreement:** The parties acknowledge that this written addendum is the entire agreement of the parties relative to smoke detector(s) in or about the premises. Any agreement that in any way varies the terms of this Smoke Detector Addendum shall be unenforceable and completely void unless such agreement is in writing and signed by both parties.
9. **Term:** The term of this addendum shall be the same term as lease renewal or extension of rental agreement.
10. **Acknowledgement:** I acknowledge I have read this addendum and it places a duty upon me to regularly test the smoke detector(s) and report all malfunctions of the same to Landlord or Landlord's agent.

FIRE PREVENTION REGULATIONS FOR ALTERNATE HEAT SOURCES AND FIRE PREVENTION REGULATIONS FOR PORTABLE GRILLS

Use of alternate heat sources is prohibited. Russell Property Management strictly prohibits the use of additional or alternate heat sources including, but not limited to gas, electric or kerosene space heaters. Use of such alternate heat sources is a violation of the Rental Contract and is not permitted.

Recent statistics from the National Fire Protection Association show that in 1989 there were 2,000 fires resulting in six (6) deaths, 56 injuries, and \$16.6 million in property damage at apartment buildings. These fires were all caused by the improper use of outdoor grills.

The North Carolina Fire Prevention Code Volume V states the following:

504.8 OUTDOOR GRILLS

Charcoal and gas grills are prohibited within 10 feet of combustible material at all occupancies covered by this volume.

We require and enforce the following:

1. Charcoal and gas grills not be located on balconies. This includes portable electric grills, which contain loose heating material such as lava rocks.
2. **EXCEPTION:** These grills can be stored on balconies provided they are free of charcoal, lava rock, and gas cylinders. They may not be stored under stairwells or exit ways and in no case shall they block the means of egress.
3. When these grills are in use, they must be at least 10 feet away from any structure and combustible landscape material (pine straw, pine bark, shrubs, etc.).

If you have any additional questions or concerns, please feel free to contact the Greenville Fire Prevention Bureau at (252) 329-4415.

RENTER'S INSURANCE ADDENDUM

Russell Property Management is not liable for any personal property belonging to the tenant(s) that may be damaged or stolen while located or stored on the premises regardless of the cause or causes not attributable to the willful or wanton negligence of the Landlord or his agents. Russell Property Management is not liable for personal injury of the tenant(s) and any members of negligent or intentional acts of Landlord or his agents.

We recommend that all tenants obtain renter's insurance.

Tenant Initials: _____

Landlord Initials: _____

Renter's insurance provides you with coverage for loss, damage or destruction of your property. It also provides coverage for additional living expense you may incur in the event the residence becomes uninhabitable. Such insurance can also protect you from any liability claims resulting from your own activities. For example, if your negligence causes a fire, you may be held responsible for damage of the property of others, including the Owner's property. Similarly, if a guest were to have an accident in your residence, you could be personally responsible for the guest's injuries.

CRIME FREE LEASE ADDENDUM

As part of the consideration for lease of the dwelling unit identified in the lease, Resident agrees as follow:

1. Resident and Resident's Occupants whether on or off the property; and Resident's and Resident's Occupant's guests and invitees, are prohibited from:
 - a. Engaging in any criminal activity, including drug-related criminal activity, on or off the said premises. Drug related criminal activity shall mean the illegal manufacture, sale, distribution, use, possessions and possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (also as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802] and N.C.G.S. Chapter 90, Article 5 – North Carolina Controlled Substances Act).
 - b. Engaging in any act intended to facilitate criminal activity or permitting the dwelling unit to be used for criminal activity.
 - c. Engaging in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in N.C.G.S. §90-87, at any locations, whether on or near the dwelling unit premises.
 - d. Engaging in any illegal activity, including, but not limited to prostitution as defined in N.C.G.S. Chapter 14, Article 27, criminal street gang activity as defined in N.C.G.S. Chapter 14, Article 13A, communication threats as prohibited in N.C.G.S. §14-277.1, assaults as prohibited in N.C.G.S. Chapter 14, Article 8, discharge of a weapon into occupied property in N.C.G.S. §14-34.1, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage.
2. VIOLATION OF ANY ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious, material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under N.C.G.S. Chapter 42, Article 8. Proof of such a violation shall not require a criminal conviction, but shall only require a preponderance of the evidence.
3. Resident hereby authorizes property management/owner to use police generated reports against Resident for any such violation as reliable direct evidence, and/or as business records as a hearsay exemption, in all eviction hearings.
4. In case of conflict between the provisions of this addendum and any provisions of the lease, the provisions of this addendum shall govern.
5. Resident also agrees to be responsible for the actions of Resident's occupants, Resident's guests and invitees, and Resident's occupant's guests and invitees, regardless of whether Resident knew or should have known about any such actions. A guest or invitee shall be anyone who Resident or Resident's occupant gives access to or allows on the premises or I the rental unit.
6. This Lease Addendum is incorporated into the lease or renewal thereof, executed or renewed at any time between Landlord/Manager and Resident/Lessee.

Tenant Initials: _____

Landlord Initials: _____

Bed Bugs

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. PURPOSE. This Addendum modifies the Lease Contract and address situations related to bed bugs (*cimexlectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

2. INSPECTION.

You agree that you: (check one)

- have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs or bed bug infestation; OR
- will inspect the dwelling within 48 hours after move-in and notify us of any bed bugs or bed bug infestation.

3. INFESTATIONS. You agree that you have read the information on the back side of this addendum about bed bugs and:

(check one)

- You are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence. OR
- You agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of be bug infestation, we can review documentation of the treatment and inspect your personal property and possession s to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed

here:

_____.

4. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agent's access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building, and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwelling are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

5. NOTIFICATION. You must promptly notify us:

- Of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property
- Of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.

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Landlord Initials: _____

- If you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

6. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

7. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwelling to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwelling. If you fail to pay us for any costs you are liable for you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

8. TRANSFERS. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction. Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animal—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nations most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level

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pose by disease carrying pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detector
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling.

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and

trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

● **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture.

Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.

● **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.

● **Do not attempt to treat bed bug infestations.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.

● **Do not attempt to treat bed bug infestations.** Under no circumstances should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.

● **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

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RENTAL POLICIES

MOVE IN/MOVE OUT:

1. Tenant must supply RPM with Utilities Form and monthly rent before move in.
2. Before a move out, **a thirty day written notice is required**. We have a form you will need to fill out in our office.
3. The Security Deposit will not be considered last month's rent, you will receive any refund within thirty days of your move out date.
4. Tenant must follow the "Move Out Instructions and Information" form prior to vacating the home. This form is located on RPM's website.
5. Upon move out, please bring your keys and your forwarding address to our office.

RENT:

1. We do not accept cash. Please pay your rent with a money order or personal check, made payable to Russell Property Management. Remember to write you're address on the check.
2. Rent is due on/before the 6th day of each month. A late payment fee will be due if your rent is received after the 6th day of the month. See rental agreement for late fee amounts.
3. Personal checks will not be accepted after the 15th.
4. There will be a \$25.00 returned check fee for all Non-Sufficient Fund checks.
4. Rent may be placed in the Payment Box located outside the office front door or mailed to the address noted above.

MAINTENANCE:

1. For maintenance or emergencies, call 252-329-7368.
2. Air filters are your responsibility to supply and change.
3. The commodes are sensitive to large amounts of waste. Do not flush any feminine hygiene products down commodes.
4. It is advisable that you periodically clean out your shower drains by unscrewing the chrome cap off the drain and removing any hair that may have collected.
5. Russell Property Management staff will conduct property inspections on a quarterly basis. During this inspection, we will inspect plumbing fixtures, smoke detectors, heating equipment etc. for proper operation.

KEYS:

1. One set of keys will be provided to the tenant(s) who lease the property.
2. Keys should be returned immediately after vacating the property so that the property can be inspected. If you do not return the same quantity of keys that were given to you when you rented the property, you will be charged a fee for the lost keys.
3. If you are renting "Month to Month", your rent obligations will terminate on the day after you turn in your keys to RPM.
4. Tenants are prohibited from changing or rekeying locks at their property. If the tenant rekeys a lock(s), the tenant will be charged a fee for re-keying the locks.
5. If you lock your keys in your home, you may borrow a key from RPM. You will have to provide and leave a photo ID. If you lose your keys and need a new key from RPM, there will be a fee for the new keys.

GROUNDS:

1. Please help keep your grounds/yard looking neat. Do not throw cigarette butts or other trash on the ground.
2. Parking spaces are limited, so please have your guests' park in designated areas. Some neighborhoods may have assigned parking spaces and towing is enforced in these neighborhoods.
3. Charcoal and gas grills are prohibited within ten feet of your building/home.
4. If your lease allows pets, please pickup all pet litter while walking dogs outside. Lease laws are enforced and some neighborhoods fine dog owners that do not clean up behind their pets.

PEST CONTROL:

1. If your Lease Agreement provides for Pest Control services, it is on an "as needed" basis. Tenant will be responsible for calling the Pest Control company to set up an appointment.

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MISCELLANEOUS:

1. Do not install any satellite dish or other device to the external part of the home or yard without approval by the Landlord. You may come by our office to pick up a form.
2. Please respect your neighbors and keep noise levels LOW.
3. Changing locks is not allowed without consent from the Landlord.
4. We strongly recommend renters insurance because your personal items are NOT insured by the Landlord.
5. If you live in a Single Family or Duplex home, please contact the City/Town Public Works Department to discuss your trash pickup options.
6. If you live in the county, you will be responsible for your own trash pickup through a private contractor or other means.
7. All residents receiving trash pickup services from a city or town will pay a refuse and storm water fee (Greenville only). These charges will appear on your Greenville Utilities utility bill as a separate charge.

YOU ARE LEGALLY BOUND BY THIS DOCUMENT. PLEASE READ IT CAREFULLY.

Tenant Signature and Date _____

Tenant signature and Date _____

Tenant signature and Date _____

Landlord's Agent signature and date _____

Tenant Initials: _____

Landlord Initials: _____

Suddenlink Internet Policy- User Agreement

Acceptable Use Policy

Suddenlink Communications ("Suddenlink") has adopted this acceptable use policy applicable to all users of Suddenlink's high speed Internet service, including Suddenlink's web sites, suddenlink.com and suddenlink.net (the "Internet Service"). This acceptable use policy is intended to advance Suddenlink's goal of providing reliable and high quality Internet service to its subscribers.

1. APPLICABILITY

PLEASE READ THIS ACCEPTABLE USE POLICY PRIOR TO USING THE SERVICE; BY SUBSCRIBING TO THE INTERNET SERVICE, YOU, THE SUBSCRIBER, ARE AGREEING TO THE TERMS OF THIS ACCEPTABLE USE POLICY. YOU ARE RESPONSIBLE FOR ANY VIOLATION OF THIS ACCEPTABLE USE POLICY OR MISUSE OF THE SERVICE THROUGH THE USE OF YOUR ACCOUNT, EVEN IF THE MISUSE WAS CONDUCTED BY A THIRD PARTY OR OTHER END USER WITH ACCESS TO YOUR ACCOUNT, WHETHER PERMITTED BY YOU. IT IS YOUR RESPONSIBILITY TO SECURE YOUR COMPUTER(S), NETWORK AND/OR ANY DEVICE, INCLUDING WIRELESS NETWORK ("WiFi") DEVICES CONNECTED TO THE SERVICE SO THAT SUCH MISUSE IS PREVENTED.

2. REVISIONS TO POLICY

SUDDENLINK MAY REVISE THIS ACCEPTABLE USE POLICY FROM TIME TO TIME WITHOUT NOTICE BY POSTING A SUCH REVISION ON SUDDENLINK.COM OR ANY SUCCESSOR URL. ANY REVISION OF THIS ACCEPTABLE USE POLICY IS EFFECTIVE IMMEDIATELY UPON SUCH POSTING. AS SUCH, YOU SHOULD REGULARLY VISIT SUDDENLINK.COM AND REVIEW THE POSTED ACCEPTABLE USE POLICY. IN THE EVENT OF A CONFLICT BETWEEN ANY SUBSCRIBER OR CUSTOMER AGREEMENT AND THIS ACCEPTABLE USE POLICY, THE TERMS OF THIS ACCEPTABLE USE POLICY WILL GOVERN.

3. VIOLATIONS

SUDDENLINK RESERVES THE RIGHT TO IMMEDIATELY TERMINATE YOUR ACCOUNT WITHOUT NOTICE AT SUDDENLINK'S SOLE DISCRETION IF YOU OR OTHERS WHO USE YOUR ACCOUNT VIOLATE THIS ACCEPTABLE USE POLICY. SUDDENLINK ALSO RESERVES THE RIGHT TO IMMEDIATELY REMOVE ANY MATERIAL OR INFORMATION FROM SUDDENLINK'S WEB SITES THAT VIOLATE THIS POLICY FOR ANY REASON WHATSOEVER FROM AT OUR SOLE DISCRETION AND WITHOUT PRIOR NOTICE.

4. COMMERCIAL USE

If you are a commercial subscriber of Suddenlink, this paragraph 4 shall not apply to your subscription to the Internet but only to the extent that your subscription expressly addresses such use.

The Internet Service is provided for personal and family use within a single residential household. You agree that you will not use, nor allow others to use, the Internet Service to operate any type of business or commercial enterprise or to use the Internet Service as an Internet service provider. You may set up one (1) Web page per e-mail account for personal use using the Internet Service, but you may not establish a web page using a server located at your home. You agree that you will not use, nor allow others to use, your home computer as a Web Server, FTP Server, file server or game server or to run any other server applications. Customer will not resell or redistribute, or allow others to resell or redistribute, access to the Internet Service in any manner, including by wireless means.

5. NO ILLEGAL OR FRAUDULENT USE

You agree that you will not use, and not encourage or allow others to use, the Internet Service to violate any applicable federal, state, local or international laws orders or regulations. You agree that you will not use, nor allow others to use, the Internet Service to plan or commit, or encourage or help others to plan or commit, a crime, fraud or act of terrorism, including but not limited to posting or transmitting information, data or material that is unlawful, abusive, libelous, slanderous, obscene, profane, unlawful, threatening, or defamatory, posting or transmitting child pornography or obscene material, engaging in a pyramid, Ponzi or other illegal soliciting schemes, sending chain e-mail that request money or other items of value, illegal gambling, the offering for sale of illegal weapons or substances, the promotion or publication of any material that may violate hate crime laws, or exporting software or technical information in violation of U.S. export control laws.

You agree to indemnify, defend and hold harmless Suddenlink and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from you engaging in any act prohibited by this Acceptable Use Policy or resulting from your violation of this Acceptable Use Policy. This paragraph will survive any termination or expiration of any applicable subscriber agreement.

Tenants Initials _____

Landlords Initials _____

6. NO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

You agree that you will not use, nor allow others to use, the Internet Service to send or receive any information that infringes the intellectual property, including without limitation patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to digitized music, movies, books, photographs, art or other copyrighted materials or software, including Suddenlink-provided software.

7. NO THREATS OR HARASSMENT

You agree that you will not use, nor allow others to use, the Internet Service to transmit any material that threatens or encourages bodily harm or destruction of property or which harasses, abuses, defames or invades the privacy or rights of any other person or entity.

8. NO HARM TO AND PROTECTION OF MINORS

You agree that you will not use, nor allow others to use, the Internet Service to harm or attempt to harm a minor, including but not limited to using the Internet Service to send pornographic, obscene or profane materials, or violating the Children's Online Privacy Protection Act.

9. NO "SPAMMING"

You agree that you will not use, nor allow others to use, the Internet Service to send materials in a manner inconsistent with federal and state laws, including without limitation the CAN-SPAM Act of 2003 (15 U.S.C. §§ 7701-7713 and 18 U.S.C. § 1037). These materials include without limitation mass or bulk e-mail, numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content. We reserve the right, in our sole discretion, to determine whether such postings or transmissions constitute an advertisement, promotional material or any other form of solicitation in violation of such laws.

10. NO "HACKING"

You agree that you will not use, nor allow others to use, the Internet Service to access the accounts of others or to attempt to penetrate security measures of the Internet Service or access any other person's computer or computer system, software, data, confidential or proprietary information of others without the owner's knowledge and consent ("hacking") or to cause a disruption of service to other on-line users. You agree that you will not use, nor allow others to use, tools designed for compromising network security, such as password guessing programs, cracking tools, packet sniffers or network probing tools.

11. NO SYSTEM DISRUPTION

You agree that you will not use, nor allow others to use, the Internet Service to disrupt, restrict, destroy, impair or create any unusually large burden, disrupt any backbone network nodes or network service used by Suddenlink, on Suddenlink's network, computer equipment, content, material, device or system whether owned by Suddenlink or others,. You also agree that you will not use, nor allow others to use, the Internet Service to disrupt other Internet service providers or services, including but not limited to by e-mail bombing or the use of mass mailing programs, viruses, locks, keys, worms, Trojan horse or other harmful or debilitating feature; distribute mass or unsolicited e-mail, including commercial advertising, announcements or junk mail; or otherwise generate large levels of traffic sufficient to impede other's ability to send or receive information;

12. NO IMPERSONATION OR FORGERY

You agree that you will not, nor allow others to, impersonate another user, falsify one's user name, age, digital or manual signature or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists. You agree that you will not, nor allow others to, forge any message header of any electronic transmission, originating or passing through the Internet Service, or use an IP address not assigned to you.

13. NO ABUSE OF NEWSGROUPS

You agree that will not, nor allow others to, post a similar item to more than three (3) newsgroups or mailing lists. You agree that you will not, nor allow others to, post or transmit any private, third party e-mail to any newsgroup or mailing list without the explicit approval of the sender.

14. NO EXCESSIVE BANDWIDTH USAGE

Suddenlink offers multiple tiers of High Speed Internet Service. You agree to comply with the current bandwidth, data storage, electronic mail and other threshold limitations that correspond with the package of service you selected. You further acknowledge that each tier or level of Suddenlink's High Speed Internet Service has limits on the maximum speed at which you may send and receive data at any time, as set forth in the price list or, and either the Residential Service Agreement or the Commercial Service Agreement, whichever is applicable (the "Service Agreement"). You understand that the actual speeds you may experience at any time will vary based on a number of factors, including the capabilities of your equipment, Internet congestion, the technical properties of the websites, content and applications that you access, and network management tools and techniques employed by Suddenlink. You agree that Suddenlink may change the bandwidth or other threshold limitation of any tier by amending the price list or Service Agreement. Your continued use of the Internet Service following such a change will constitute your acceptance thereof. You also agree that Suddenlink may use technical means, including but not limited to suspending or reducing the speed of the Internet Service, to ensure compliance with your tier of service and to ensure that Suddenlink's High Speed Internet Service operates efficiently. You further agree that Suddenlink has the right to monitor your usage patterns to facilitate the provision of Suddenlink's High Speed Internet Service and to ensure your compliance with the package of service you selected and the Service Agreement and to efficiently manage the network and the provision of High Speed Internet Services. Suddenlink may take such steps as it determines appropriate in the event your usage of the Internet Service does not comply with the package of service you selected or the Service Agreement. Additionally, Suddenlink may use such tools and techniques as it determines appropriate in order to efficiently manage its network and to ensure a quality user experience for its subscribers.

15. NO "VIRUSES"

You agree that you will not use, nor allow others to use, the Internet Service to restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the Internet Service or any features of the Internet Service, any Equipment or the Internet, regardless of intent, purpose or knowledge, including, without limitation, by posting or transmitting any information or software which contain computer "viruses," worms, "Trojan horses" or other harmful software programs and that you will use your best efforts to prevent the unintentional transmission of such viruses.

16. SUDDENLINK MONITORING.

Suddenlink reserves the right at any time to monitor bandwidth, usage, transmissions, and content on the Internet Service from time to time; to seek or identify violations of this Policy; and/or to protect the network, the Internet Service and Suddenlink users. Suddenlink may not, however, routinely monitor the activity of your Internet Service account for violations of this Acceptable Use Policy. Suddenlink's failure to enforce this Acceptable Use Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that any portion of this Acceptable Use Policy held invalid or unenforceable will as much as possible be construed consistent with the intent and applicable law; the remaining portions of this Acceptable Use Policy will remain in full force and effect.