



www.martinhousingdevelopment.com

2005 Boulevard Street Suite #E
Greensboro, NC 27407 Tel: (336) 303-1372

RESIDENTIAL RENTAL CONTRACT

TENANT(S): _____

LANDLORD (Owner): Martin Housing Development, LLC
AGENT (Management Firm): Martin Housing Development, LLC

PREMISES (Property Street Address): _____

City: _____ **State:** _____ **Zip Code:** _____

INITIAL TERM OF LEASE: Beginning Date: _____ Expiration Date: _____

Initial term is subject to renewal as provided in paragraph below.

- 6 Month
- 12 Month

MONTH RENT: \$ _____ **INITIAL RENT:** \$ _____

SECURITY DEPOSIT: \$ _____

PERMITTED OCCUPANTS (in addition to Tenant): _____

PETS ALLOWED: YES NO

TYPE OF PET (If pet(s) are allowed): _____

LATE PAYMENT FEE: Up to five percent (5%) of rental payment or Fifteen dollars (\$15) dollars, whichever is greater

RETURNED CHECK FEE: Maximum fee allowed under State Law
FEES FOR COMPLAINT FOR SUMMARY EJECTMENT AND/OR MONEY OWED IN ADDITION TO COURT COSTS
(see paragraph 16)

- (a) COMPLAINT-FILING FEE: Ten percent, (5%) of rental payment or fifteen dollars (\$15) dollars, whichever is greater
- (b) COURT APPEARANCE FEE: Fifteen percent, (12%) of rental payment
- (c) SECOND TRIAL FEE: Twenty percent, (12%) of rental payment
- (d) Itemize all addends to this Contract and attached hereto:

- Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (if premises built prior to 1978)
- Maintenance Addendum
- Pet Addendum

APPLICANT(S) INITIALS _____ / _____

DATE _____ / _____ / _____



www.martinhousingdevelopment.com

2005 Boulevard Street Suite #E
Greensboro, NC 27407 Tel: (336) 303-1372

RESIDENTIAL RENTAL CONTRACT

IN CONSIDERATION of the promises contained in this agreement, Landlord (Martin Housing Development, LLC), by and through Agent (Martin Housing Development, LLC), 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 THIRTY 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 WITH THE SAME TERMS AND CONDITIONS CONTAINED HEREIN AND MAY THEREAFTER BE TERMINATED BY EITHER RENT MUST BE PAID THROUGH THE LATTER OF THE TERMINATION DATE OR THE DATE POSSESSION IS GIVEN BACK TO LANDLORD
- 2. Rent:** Tenant shall pay the rent, without notice, demand or deduction, to Landlord or as Landlord directs. Tenant agrees to waive any additional notice or demand for the payment of rent. The first Rent payment, which shall be prorated if the Initial Term commences on a day other than the first day of the month, shall be due before possession is given to Tenant. Thereafter, all rentals shall be paid in advance, on or before the FIRST day of each month, for the duration of the tenancy.
- 3. Late Payment Fees and Returned Check Fees:** Tenant shall pay the Late Payment Fee if any rental payment is not received by midnight on the fifth (5th day after it is due). This late payment fee shall be due immediately without demand 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.



www.martinhousingdevelopment.com

2005 Boulevard Street Suite #E
Greensboro, NC 27407 Tel: (336) 303-1372

RESIDENTIAL RENTAL CONTRACT

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 § 4 2-54.

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/her;
- (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 or 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, including any service connection deposits, which are billed directly to the Tenant and not included as a part of the rentals, including, water, electric, telephone, and gas and internet services;
- (j) conduct him/herself 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) allow no heating appliance or device that burns oil, kerosene, gas, or wood to be used or stored in the Premises and not store any fuel or other combustible substance in the Premises;
- (m) not permit any hazardous acts that could cause fire and not allow outdoor cooking or grilling activity within ten feet of any building wall; and
- (n) not permit at the Premises any use or storage of hazardous or toxic waste or substance.

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



www.martinhousingdevelopment.com

2005 Boulevard Street Suite #E
Greensboro, NC 27407 Tel: (336) 303-1372

RESIDENTIAL RENTAL CONTRACT

- (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. **Lawn Maintenance:** Tenants of **single-family dwellings** are responsible for all maintenance of the yard and grounds. All lawn areas, plantings, and shrubbery must be kept in an attractive well-maintained appearance that is in keeping with the neighborhood. Gutters must also be cleaned on a regular basis. The Landlord shall be the sole judge of the adequacy of yard maintenance.
8. **Smoke and Carbon Monoxide Alarms:** Pursuant to North Carolina General Statutes § 42-42, the Landlord shall provide operable smoke alarm(s), 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(s) 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. Tenant shall indicate on the move in checklist that smoke detector(s) have been inspected by Tenant and that Tenant is aware of how they operate.
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. Tenant also agrees to abide by any applicable homeowners' association regulations as they now exist or may be amended. A copy of the existing Rules and Regulations, and any applicable homeowners' association 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) **Owner Association Rules and Regulations:** If the Premises are subject to regulation by an Owners/Condo Association, Tenant agrees to abide by any applicable Owner/Condo Association Regulations as they now exist or may be amended. Tenant acknowledges upon entry into this Lease that Agent has supplied existing Regulations made available to it.



www.martinhousingdevelopment.com

2005 Boulevard Street Suite #E
Greensboro, NC 27407 Tel: (336) 303-1372

RESIDENTIAL RENTAL CONTRACT

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 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, or 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 windowpanes 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 \$150.00 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.



www.martinhousingdevelopment.com

2005 Boulevard Street Suite #E
Greensboro, NC 27407 Tel: (336) 303-1372

RESIDENTIAL RENTAL CONTRACT

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 therefrom all Tenant's personal property of whatever nature; (3) properly sweep and clean the Premises, including plumbing fixtures, refrigerators, stoves and sinks, removing therefrom 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; and (7) restore the level of fuel in any tank used by the Tenant to its level as of the Beginning Date of 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 the 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:
- Pay the full amount of rent herein reserved as and when it shall become due hereunder; or
 - 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.



www.martinhousingdevelopment.com

2005 Boulevard Street Suite #E
Greensboro, NC 27407 Tel: (336) 303-1372

RESIDENTIAL RENTAL CONTRACT

- (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.
 - (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.
 - (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.

RESIDENTIAL RENTAL CONTRACT



www.martinhousingdevelopment.com

2005 Boulevard Street Suite #E
Greensboro, NC 27407 Tel: (336) 303-1372

RESIDENTIAL RENTAL CONTRACT

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

(a) Personal Property Insurance:

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 \$30,000.

(b) 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 or fails to secure 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 negligent, 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(S) 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.



www.martinhousingdevelopment.com

2005 Boulevard Street Suite #E
Greensboro, NC 27407 Tel: (336) 303-1372

RESIDENTIAL RENTAL CONTRACT

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) The following additional terms and conditions shall also be a part of this lease:
- _____
- _____
- _____
- _____
29. **Inspection of Premises:** Within two (2) days of occupying the Premises, Tenant shall complete and deliver to Landlord's Agent a Move in inspection form.



www.martinhousingdevelopment.com

2005 Boulevard Street Unite #E
Greensboro, NC 27407 Tel: (336) 303-1372

RESIDENTIAL RENTAL CONTRACT

- 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 the lease. This lease is executed in two counterparts with 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 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 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 email address or fax number set forth in the signature section below. Any notice required or authorized to be given hereunder or pursuant to applicable law may also be mailed or hand delivered to that he Tenant at the address of the Premises and to the Landlord at the address of Agent.



MARTIN
HOUSING DEVELOPMENT, LLC
MANAGING AND DEVELOPING PROPERTIES INTO HOMES

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



www.martinhousingdevelopment.com

2005 Boulevard Street Suite #E
Greensboro, NC 27407 Tel: (336) 303-1372

RESIDENTIAL RENTAL CONTRACT

MARTIN HOUSING DEVELOPMENT, LLC OR MARTIN HOUSING DEVELOPMENT, LLC AGENT

REPRESENTATIVE: _____ DATE: ____/____/____

Signature

1) TENANT: _____ DATE: ____/____/____

Tenant Signature

Tenant Print Name

CONTACT INFORMATION (____) _____ (____) _____ (____) _____
Home Work Cell

Email

2) TENANT: _____ DATE: ____/____/____

Tenant Signature

Tenant Print Name

CONTACT INFORMATION (____) _____ (____) _____ (____) _____
Home Work Cell

Email

3) TENANT: _____ DATE: ____/____/____

Tenant Signature

Tenant Print Name

CONTACT INFORMATION (____) _____ (____) _____ (____) _____
Home Work Cell

Email



www.martinhousingdevelopment.com

2005 Boulevard Street Suite #E
Greensboro, NC 27407 Tel: (336) 303-1372

RULES AND REGULATIONS

Attached to and made part of the Residential Rental Contract

1. All motor vehicle parking is permitted only in established parking areas and only within designated parking spaces. No vehicle is permitted on the property of the premises unless the vehicle is properly and visibly licensed, and registered. All vehicles on the property must be completely operable and reasonably well maintained. No repairs, washing, or other services may be performed on vehicles at the property. The Landlord reserves the right to prohibit any boat, trailer, pleasure vehicle, large truck, or vehicle it deems noisy, unsightly, or objectionable.
2. Tenant must change heating and air conditioning filters on a regular basis never exceeding every 90 days. Tenant is responsible for supplying and installing all electric light bulbs, tubes, fuses, and filters.
3. Info trash or garbage container is provided, Tenant is responsible for providing a container approved by the municipality or other applicable collection service. Containers must be emptied with a regularity that is reasonable and in compliance with all applicable municipal and health department regulations. Roll out containers shall be moved to the edge of the street in the manner and time recommended by the municipality or collection service. Immediately after collection, roll out container must be moved back to a proper storage area. All trash and garbage shall be put in plastic bags and placed in garbage containers in a timely manner. Trash and garbage shall not be put on patios, balconies, porches, or stoops.
4. In the event Tenant loses keys or otherwise becomes locked out of the premises, Landlord is not responsible for assistance other than in regular business hours and then only at Tenant's expense. Tenant may utilize services of a licensed locksmith.
5. Payments from Tenants should not be in the form of currency (cash). Money orders, checks, and other payment methods acceptable to management firm shall be utilized.
6. Exposed patios and balconies may not be used for storage and must be maintained in a clean attractive appearance. Clotheslines and any other methods of hanging clothing, towels, etc. are prohibited.
7. Carpeting must be vacuumed regularly and cleaned as often as necessary for proper maintenance.
8. Appropriate window treatments or blinds that match other windows of the premises and adjacent dwellings must be furnished and maintained by Tenant.
9. Tenant is responsible for all installation and repair of telephone, television, and internet-related wiring and equipment.
10. Tenant shall exercise special care and protection of the premises to avoid all damages, including glass breakage, sewer line backup, and damages to doors, windows, and walls.

TENANT(S): _____ **DATE:** ____/____/____
Print Name/Signature

TENANT(S): _____ **DATE:** ____/____/____
Print Name/Signature

BY AGENT FOR MARTIN HOUSING DEVELOPMENT, LLC: _____

DATE: ____/____/____

APPLICANT(S) INITIALS _____/_____

DATE ____/____/____



www.martinhousingdevelopment.com

2005 Boulevard Street Suite #E
Greensboro, NC 27407 Tel: (336) 303-1372

RESIDENT APPLICATION

HAVE YOU EVER BEEN CONVICTED BY A COURT OF THE ILLEGAL MANUFACTURE OR DISTRIBUTION OF A CONTROLLED SUBSTANCE?

NO

YES, PLEASE EXPLAIN:

HAVE YOU EVER BEEN CONVICTED FOR ANY OTHER FELONY OFFENSE?

NO

YES, PLEASE EXPLAIN:





www.martinhousingdevelopment.com

2005 Boulevard Street Suite #E
Greensboro, NC 27407 Tel: (336) 303-1372

RENTAL APPLICATION AUTHORIZATION, RELEASE AND WAIVER

I, hereby authorize Martin Housing Development, LLC to thoroughly investigate my employment references, previous landlord records, credit history, criminal background history and other records or history in determining my qualification for rental housing. I, further authorize the release to Martin Housing Development, LLC, of any and all information and history you may have or possess concerning me. A photocopy of this authorization can be accepted as the same as original.

I, hereby release, discharged and exonerate Martin Housing Development, LLC all credit reporting agencies past and present employers and any person or firm furnishing information hereunder from any and all liability of every nature and kind arising out of the furnishing of records and information, and this release shall be binding on my successors, heirs and assigns.

I, hereby certify that all statements on my application are true and accurate to the best of my knowledge and belief.

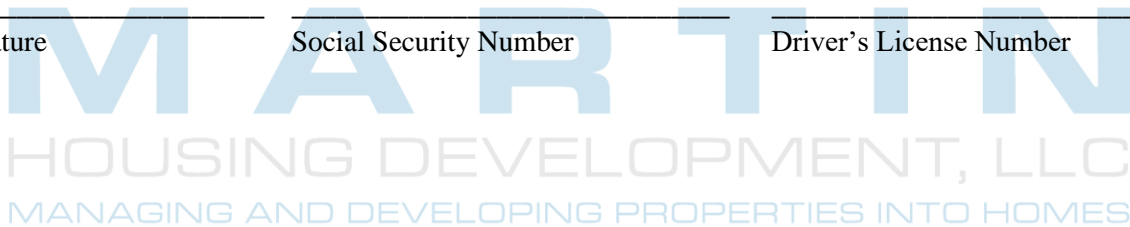
I understand that Martin Housing Development, LLC and process information as to be informed of my record and character, I understand that my qualification for a rental property depends upon the satisfactory completion of a background check and investigation. I understand misrepresentation falsification or omission of facts may be grounds for disqualification of my application.

In connection with this authorization, I authorize all corporations, former employers, education institutions, law enforcement agencies, city, state, county and federal court, military services and person to release information they may have about me to Martin Housing Development, LLC. This releases the aforesaid parties from any liability and responsibility for collecting any information.

Applicant Signature

Social Security Number

Driver's License Number





www.martinhousingdevelopment.com

2005 Boulevard Street Unite #E
Greensboro, NC 27407 Tel: (336) 303-1372

RESIDENT APPLICATION

FEES:

(These rates are subject to change without notice)

- \$ _____, rent deposit is the same as rent or can be 1.5X (Lease for 6/12 months)
- \$ _____, non-refundable application fee per applicant (Lease holder)
- \$ _____, non-refundable criminal background check on any additional permitted occupants 18 or older must
- complete separated application (money orders, cash, cash app or cashier's check accepted)

RENTAL REQUIREMENTS:

- Applicant must gross at least two (2) times the amount of the rent. (Must be able to provide proof of income).
- Applicant must have two (2) forms of identification (driver license, identification, and/or social security card).
- Applicant must **NOT** have any or had any past or current criminal history.
- Applicant must **NOT** have any eviction in the past five years.

CONDO/APARTMENT INFORMATION:

- _____ Bedrooms _____ Bath(s) (_____ Sq. Ft.)
- Common: Central Heat and Air
- Common: Appliances included:
 - _____
 - _____
 - _____

GENERAL INFORMATION:

- All rent, deposits, and lease are done through Martin Housing Development, LLC website at: <https://www.martinhousingdevelopment.com/> or mailed to: 2005 Boulevard St. Unit #E Greensboro, NC 27407
- All applicants are approved by Martin Housing Development, LLC

PETS:

- Pets are **NOT** allowed.

*****CREDIT, CRIMINAL ANDEVICTION REPORTS WILL BE RAN ON ALL APPLICANTS*****

ANY OCCUPANT WHO IS 18 OR OLDER WILL BE REQUIRED TO SUBMIT A CRIMINAL BACKGROUND CHECK



www.martinhousingdevelopment.com

2005 Boulevard Street Suite #E
Greensboro, NC 27407 Tel: (336) 303-1372

MAINTENANCE ADDENDUM

All rental properties be inspected by Tenant prior to each occupancy and either videotaped, or pictures are digitally taken. We will use the move in videotape or pictures as evidence of the condition of the property at move in. Defective plumbing, heating and air conditioning, appliances, etc., should be noted separately for immediate attention.

During occupancy, the Tenant is responsible, at the Tenant's expense, **for any and all minor repairs**. These repair responsibilities include, but are not limited to:

PEST: The Tenant, at the Tenant's expense, is responsible for the regular extermination of ants, roaches, mice, bedbugs and other pests, unless otherwise stated in the lease.

PLUMBING: The Tenant is responsible for drain stoppages not attributable to plumbing defects, such as tree roots, defective septic systems, etc. The Tenant should never allow grease, sanitary napkins, etc. to enter the plumbing system. The Tenant is responsible for replacement of faucet washers and toilet tank balls, flappers, or chains. In the event that there is a leak around the toilet or under the bathroom and/or kitchen sink, you must turn off the water at the local shut off valve to prevent further damage. If you hear your toilet running constantly, you must turn off the local water supply valve prior to repair. The Tenant will be charged for a service call should our plumber be called for such work. Important: If your home has an open (raised) foundation with exposed pipes, you must leave faucets running slowly overnight if a hard freeze is forecast. We do not perform this service for a tenant if you are out of town. If you are, you must contact a friend or family member to accomplish this for you.

IRRIGATION HEADS, if applicable: The tenant is responsible for irrigation head replacement.

ELECTRICAL: The Tenant must replace faceplates on wall outlets, and light bulbs. Tenants must check and make sure the GFI outlet/breaker box has not been tripped in the event that some switches and/or electrical equipment is not working. During partial or full power outages, contact the power company first to ensure there are no local outages in your area.

HEATING AND AIR CONDITIONING: The Tenant must replace A/C filters monthly at Tenant's expense. (Note: This should be among the first items checked upon move in.) Be sure to check all switches, controls, circuit breakers and reset buttons before calling to report a malfunction. If the a/c is leaking, you must immediately turn off the air conditioning unit to reduce further damage, and then contact management for repairs.

APPLIANCES: The Tenant is responsible for providing all appliances and for proper use and maintenance of all appliances. Martin Housing Development, LLC will not provide, service and/or maintain appliances, "convenience" items such as but not limited to washing machines, dyers, refrigerators, dishwashers, microwave ovens, etc.; however, the Tenant will be charged for any repairs due to Tenant's negligence or misuse. *The Tenant will be charged for service calls resulting from misuse or failure to check something obvious such as but not limited to something being plugged in, tripped circuit breaker or reset button, etc.*



www.martinhousingdevelopment.com

2005 Boulevard Street Suite #E
Greensboro, NC 27407 Tel: (336) 303-1372

MAINTENANCE ADDENDUM

GARAGE DOOR OPENERS, if applicable: If your garage door is not opening, you must check that the ‘sensors’ are aligned – this means that if the sensors (at the bottom interior corners of the door frame) are blinking you need to adjust them so that the lights are solid.

GENERAL: We expect Tenants to treat their home/unit as their own (*would you pay a plumber \$85 to replace a toilet flapper or an Electrician \$125 to push a reset button or plug in a refrigerator?*) The labor portion of any service call for work that could have reasonably been performed by the Tenant, or is caused by Tenant neglect or misuse, will be charged to the Tenant. The Tenant is solely responsible for any damage to the premises caused by vandalism or accident, that is, broken windows, etc. Major damage caused by storms, etc. may be covered by the Owner’s insurance. If the tenant makes an appointment with a Vendor and fails to meet the Vendor for the appointment, the tenant will be charged a service charge in the amount of \$75.00. The Tenant must carry Tenant insurance, as the Owner’s insurance will not cover the tenant’s personal belongings, such as televisions, stereo, etc.

TENANT(S): _____ DATE: ____/____/____
Print Name/Signature

TENANT(S): _____ DATE: ____/____/____
Print Name/Signature

BY AGENT FOR MARTIN HOUSING DEVELOPMENT, LLC: _____

DATE: ____/____/____

