

North Carolina Apartment Lease Durham County

Lease

BY THIS AGREEMENT, made and entered into on DECEMBER 14, 2009, between TICON PROPERTIES, LLC, herein referred to as Landlord, and HAN LIU AN D XIAORONG WANG herein referred to as Tenant, Landlord demises and let to Tenant hires and takes as Tenant of Landlord, Apartment Number 710 F known as Bradford Ridge, situated at S. LaSalle Street, in the City of Durham, County of Durham, State of North Carolina, to be used and occupied by Tenant as a residence and for no other use or purpose whatsoever, for a term of 12 months, beginning JANUARY 1, 2010, and ending DECEMBER 31, 2010, at a total rental of \$7,620.00, payable in monthly installments of \$635.00 in advance, during the entire term of this Lease to the Landlord at 5836 Fayetteville Road Suite 203, or to any other person or agent and any other time or place that Landlord may designate.

RENT PAYMENT POLICY

- A. ALL RENT IS DUE IN ADVANCE BY THE 1ST DAY OF THE MONTH.
- B. PAYMENTS WILL BE POSTED TO PAST DUE RENT, FEES AND MISCELLANEOUS CHARGES, WITH THE BALANCE TO BE POSTED TO CURRENT RENT.
- C. PAYMENTS RECEIVED IN OUR OFFICE ON THE 5TH BY 5:00 P.M. OR POSTMARKED BY THE 5TH ARE CONSIDERED CURRENT (NO EXCEPTIONS ON WEEKENDS OR HOLIDAYS). BEGINNING ON THE 6TH, ANY PAYMENT RECEIVED WILL BE CHARGED A 5% LATE FEE
- D. IF YOUR PAYMENT ARRIVES IN OUR OFFICE AFTER THE 5TH AND DOES NOT INCLUDE THE PROPER LATE FEES, YOU WILL BE BILLED.
- E. LEGAL ACTION WILL BE TAKEN FOR DELINQUENT RENT AFTER THE 15TH SEEKING A MONEY JUDGMENT AND/OR POSSESSION OF THE PROPERTY. COURT COSTS AND A \$10.00 PROCESSING FEE WILL BE CHARGED TO YOUR ACCOUNT.

It is further agreed between the parties as follows:

SECTION I

SECURITY DEPOSIT. On the execution of this Lease, Tenant deposits with Landlord \$200.00 receipt of which is acknowledged by Landlord, as security for the faith and performance by the Tenant for the terms hereof, to be returned to Tenant on the full and faithful performance by him of the provisions hereof. If the Tenant fulfills all other provisions of this Lease, this security deposit shall be used for any outstanding account balance and any damages sustained by the Landlord by reason of the negligence of the Tenant, insofar as cleaning, maintenance and repair of said apartment is concerned, the remainder of said deposit shall be refunded to Tenant, provided further that Tenant's liability to Landlord for damages sustained by reason of his negligence shall not be limited to the amount of security deposited hereunder. **Nicotine stains and odor due to cigarette smoke are not considered normal wear and tear and associated charges shall be deducted from the security deposit.**

THE LANDLORD MAY DEPOSIT THE SECURITY DEPOSIT INTO AN INTEREST BEARING ACCOUNT, ANY INTEREST EARNED FROM THE DEPOSIT ARE THE SOLE PROPERTY OF THE LANDLORD AND THE TENANT HAD NO ENTITLEMENT TO ANY INTEREST EARNED ON THE DEPOSIT. YOUR SECURITY DEPOSIT IS BEING HELD IN A TRUST ACCOUNT AT SUNTRUST BANKS INCORPORATED.

SECTION II

NUMBER OF OCCUPANTS. Tenant agrees that the leased apartment shall be occupied by no more than 2 persons, consisting of 2 adult and 0 under the age of 18 years, without written consent of Landlord.

SECTION III

ASSIGNMENT AND SUBLETTING. Without the prior written consent of Landlord, Tenant shall not assign this Lease, or sublet the premises of any part thereof. A consent by Landlord to one assignment of subletting shall not be deemed to be a consent to any subsequent assignment or subletting.

SECTION IV

SHOWING APARTMENT FOR RENTAL. Tenant hereby grants permission to Landlord to show the apartment to new rental applicants at reasonable hours of the day, within 60 (sixty) days of the expiration of the term of this lease.

SECTION V

ENTRY FOR INSPECTION, REPAIRS AND ALTERATIONS. Tenant covenants that the premises have been inspected and found to be in good order and repair and that no representation as to condition of repair has been made. Landlord shall have the right to enter the leased premises for inspection at all reasonable hours and whenever necessary to make repairs and alterations of the apartment or the apartment building, or to clean the apartment.

SECTION VI

UTILITIES. Electricity, gas, telephone service and other utilities are not furnished as a part of this Lease unless otherwise indicated herein. Such expenses are the responsibility of and shall be maintained at the expense of the Tenant. **Water and Sewer** charges furnished to the apartment are included as a part of this Lease and shall be born by the Landlord.

SECTION VII

REPAIRS, REDECORATION, OR ALTERATIONS. Landlord shall be responsible for repairs to the interior and exterior of the building; provided, however, repairs required through damage caused by the Tenant shall be charged to Tenant as additional rent. It is agreed that Tenant will not make or permit to be made any alterations, additions, improvements, or changes in the leased apartment without, in each case, first obtaining the written consent of the Landlord. A consent to a particular alteration, addition, improvement, or change, shall not be deemed a consent to or a waiver of restrictions against alterations, additions, improvements, or changes for the future. **It is agreed that no type of wall hangers or nails will be placed in any wall that has wallpaper.** All alterations, changes, and improvements built, constructed, or placed in the leased apartment of Tenant, with the exception of fixtures removable without damage to the apartment and movable personal property, shall, unless otherwise provided by written agreement Landlord and Tenant, be the property of Landlord and remain in the leased apartment at the expiration or sooner termination of this Lease.

SECTION VIII

ANIMALS. Tenant shall keep no domestic or other animals in or about the apartment or on the apartment house premises without the written consent of the Landlord.

SECTION IX

WASTE, NUISANCE, OR UNLAWFUL USE. TENANT AGREES THAT HE WILL NOT COMMIT WASTE ON THE PREMISES, OR MAINTAIN OR PERMIT TO BE MAINTAINED A NUISNACE THEREON, OR PERMIT THE PREMISES TO BE USED IN AN UNLAWFUL MANNER.

SECTION X

WAIVER BY LANDLORD OF A BREACH OF ANY COVENANT OR DUTY OF TENANT UNDER THIS LEASE IS NOT A WAIVER OF A BREACH OF ANY OTHER COVENANT OR DUTY OF TENANT, OR OF ANY SUBSEQUENT BREACH OF THE SAME COVENANT OR DUTY.

SECTION XI

TENANT'S HOLDING OVER. The parties agree that any holding over by Tenant under this Lease, without Landlord's written consent, shall be a tenancy at will, which may be terminated by Landlord on 30 (thirty) days notice in writing thereof. It is expressly agreed between the parties that the Landlord may change, whatever rate of rent he deems appropriate in such an instance. Landlord will notify tenant of additional fees for month to month lease.

SECTION XII

TERMINATION OF TENANCY BY LANDLORD. Inasmuch as the apartment complex is composed of numerous units, occupied by diverse persons, and whereas it is necessary for the Landlord to furnish to said occupants a proper area of environment in which to reside, now, therefore, it is expressly understood and agreed between the parties hereto, that if the Landlord deems it necessary to terminate this lease in order to preserve the welfare, peace of mind, or the health of all tenants in said apartment complex, Landlord shall give to Tenant 30 (thirty) days notice in writing that said Lease is terminated and Landlord shall have their sole right of determination of whether it is for the best of interest of the persons residing in said apartment complex that this Lease be terminated in the manner hereinbefore set out. It is understood and agreed between the parties, that upon termination of this Lease, under this section, the security deposit will be refunded in accordance with the terms of this Lease, if all other terms of the Lease have been fulfilled by the Tenant.

SECTION XIII

COVENANT OF QUIET ENJOYMENT AND DELIVERY OF PREMISES. The Landlord covenants for the Tenant a quiet and peaceful possession of said premises during the term of this Lease. Also, that the Landlord is in peaceful possession of said premises and has good lawful right to Lease or assign same, and that the Landlord hereby guarantees same so long as the Tenant complies with the terms of this Lease. At the end of the term of this Lease, Tenant shall quit and deliver up the premises to Landlord in as good condition as they are now, ordinary wear, decay and damage by the elements accepted.

SECTION XIV

DEFAULT. IF THE TENANT DEFAULTS IN THE PAYMENT OF RENT OR ANY PART THEREOF, AT THE TIMES HEREINBEFORE SPECIFIED, OR IF THE TENANT DEFAULTS IN THE PERFORMANCE OF OR COMPLIANCE WITH ANY OTHER TERM OF CONDITION HEREOF, OR OF THE REGULATIONS ATTACHED HERETO AND MADE A PART HEREOF, WHICH REGULATIONS SHALL BE SUBJECT TO OCCASIONAL AMENDMENT OR ADDITION BY LANDLORD, THE LEASE, AT THE OPTION OF THE LANDLORD, SHALL TERMINATE AND BE FORFEITED, AND LANDLORD MAY FILE A SUMMARY EJECTION WITH THE COUNTY MAGISTRATE'S OFFICE FOR A MONEY JUDGEMENT AND/OR POSSESSION OF THE PROPERTY. LANDLORD MAY RECOVER DAMAGES, INCLUDING COSTS AND ATTORNEY'S FEES FROM THE TENANT. It is expressly understood and agreed between the parties that in the event the Landlord is forced to retake possession of the apartment under this section of the Lease, that the Tenant shall not be relieved of his duty to pay rent as provided in this Lease; it is further understood, that the balance of the rent remaining on this Lease shall then immediately be due and payable to the Landlord. It is further understood and agreed between the parties that in the event that Lease is terminated under this section, that the security deposit shall immediately be forfeited to the Landlord.

SECTION XV

DESTRUCTION OF PREMISES AND IMMINENT DOMAIN. In the event the leased premises are destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of the Tenant, or if the same are taken by imminent domain, this Lease shall be at end from such time, except for the purpose of enforcing rights that may have then accrued hereunder. The rental shall then be accounted for between Landlord and Tenant up to the time of such injury or destruction or taking of the premises. Tenant paying up to such date and Landlord refunding the rent collected beyond such date. Should a part only of the leased premises be destroyed or rendered untenable by fire, storm, earthquake or other casualty not caused by the negligence of Tenant, the rental shall abate in the proportion which the injured part bears to the whole leased premises, and such parts so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Lease continue according to its terms. A condemnation award shall belong exclusively to Landlord.

SECTION XVI

TERMINATION OF TENANCY BY TENANT. Unless otherwise notified, the Landlord and Tenant agrees the lease will continue month to month at the end of the lease period. It is further agreed the original lease terms will remain in effect unless amended by the Landlord. If Tenant does not complete the term of this Lease, Tenant is responsible for the rent until the unit is re-rented.

Tenant agrees to provide 60 (sixty) days written notice prior to vacating the premises. If the Tenant does not provide the proper notice, the Tenant will be responsible for the rent from the date the Landlord is notified in writing of the Tenant's intention to vacate through the thirty days.

SECTION XVII

SECURITY SYSTEM AND SMOKE DETECTOR. A Security system and battery or hard wired smoke detector are provided in the above referenced apartment for the Tenant's use. The systems are local sounding devices. Monitoring service for the security system is an option to the Tenant (monitoring fees are the responsibility of the Tenant.) **It is the responsibility of the tenant to test and/or replace the battery and test the operation of the smoke detector weekly.** It is understood that the Landlord is not an insurer, that insurance, if any, shall be obtained by the Tenant. The Landlord makes no guaranty or warranty, including any implied warranty of merchantability or fitness, that the system or services supplied, will avert or prevent occurrences or the consequences there from, which the system or services is designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of the Landlord to perform any of its obligations hereunder. The Tenant does not desire this contract to provide for full liability of the Landlord and agrees that the Landlord shall be exempt from liability of loss, damage, or injury due directly or indirectly to occurrences, or consequences there from, which the services or systems are designed to detect or avert. In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against the Landlord for failure of its equipment or services in any respect, Tenant agrees to indemnify, defend and hold Landlord harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

SECTION XVIII

TENANT OWNERS INSURANCE POLICY. The Property Owner, Landlord and Property Manager do not carry any insurance to the benefit of the Tenant including but not limited to General Liability, Workers Compensation or Fire Insurance on the Tenant or the Tenant's personal property. Landlord requires that the Tenant purchase a Tenant Owners insurance policy covering the Tenant for personal liability and personal property. **Tenant is required to provide Landlord with a Certificate of Insurance listing property owner, MATTIE, INC. as additional insured.**

_____ TENANT'S ACKNOWLEDGEMENT (initial)

SECTION XIX

BINDING EFFECT. The covenants and conditions herein contained, shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.

MORTGAGE LENDER. The apartments are financed with a mortgage lender. The mortgage lender is referred to as the mortgagee. Tenant agrees not to look to the mortgagee as mortgagee, mortgagee in possession, or successor in title to the Premises, for accountability for any security deposit required by the landlord hereunder as security for the tenant's performance of this Lease. At the option of the mortgage lender, this lease may at any time during its continuation be made superior or subordinate to the lien of any one or more mortgages affecting the Premises.

HAZARDOUS SUBSTANCES. Tenant agrees not to handle, store or dispose of any hazardous or toxic waste or substance upon the Premises which are prohibited by any federal, state or local statute, ordinance or regulation. Tenant hereby covenants to indemnify and hold Landlord, its successors and assigns, harmless from any loss, damage, claims, costs, liability or cleanup costs arising out of Tenant's use, handling, storage or disposal of any such hazardous or toxic wastes, constituents or substances on the Premises.

SECTION XX

Tenant hereby acknowledges receipt of a copy of said lease and of the regulations regarding the use of said apartment complex.

IN WITNESS WHEREOF, the parties have executed this Lease at 5836 Fayetteville Road Suite 203 the day and year first above written.

North Carolina law prohibits the use of gas, charcoal or wood grills within ten (10) feet of a multiple housing building with three or more units.

Should the premises described above not be surrendered to Landlord on a timely basis in order to lease to you then Landlord may return the deposit to you and the Landlord and you are free of obligation.

In the alternative, you may choose to lease another available apartment unit at the scheduled rental rate for that other apartment.

Washer/Dryer: Included

_____(Seal)
Tenant

_____(Seal)
Tenant

**BRADFORD RIDGE APARTMENTS
TICON PROPERTIES, LLC, Property Manager**

By: _____ (Seal)