

WORKING WITH REAL ESTATE AGENTS (LEASE TRANSACTIONS) (FOR TENANTS)

*NOTE: This form is designed for use by agents working with tenants. It is similar, but not identical, to the "Working with Real Estate Agents Disclosure (For Buyers)" published by the NC Real Estate Commission (available as NCR Standard Form #520), which **must** be used by agents working with buyers.*

IMPORTANT

This form is not a contract. Signing this disclosure only means you have received it.

- In a real estate lease transaction, it is important that you understand whether an agent represents you.
- Real estate agents should (1) review this form with you at first substantial contact - before asking for or receiving your confidential information and (2) give you a copy of it after you sign it. This is for your own protection.
- Do not share any confidential information with a real estate agent or assume that the agent is acting on your behalf until you have entered into an agreement with the agent to represent you. Otherwise, the agent can share your confidential information with others.

Note to Agent: Check all relationship types below that may apply to this tenant.

_____ **Tenant Agency:** If you agree, the agent who gave you this form (and the agent's firm) would represent you as a tenant agent and be loyal to you. You may begin with an oral agreement, but your agent must enter into a written tenant agency agreement with you before making a written or oral offer for you. The landlord would either be represented by an agent affiliated with a different real estate firm or be unrepresented.

_____ **Dual Agency** Dual agency will occur if you lease a property listed by the firm that represents you. If you agree, the real estate firm and any agent with the same firm (company), would be permitted to represent you and the landlord at the same time. A dual agent's loyalty would be divided between you and the landlord, but the firm and its agents must treat you and the landlord fairly and equally and cannot help you gain an advantage over the other party.*

_____ **Designated Dual Agency:** If you agree, the real estate firm would represent both you and the landlord, but the firm would designate one agent to represent you and a different agent to represent the landlord. Each designated agent would be loyal only to their client.*

*Any agreement between you and an agent that permits dual agency must be put in writing no later than the time you make an offer to lease.

 X **Unrepresented Tenant** (Landlord subagent): The agent who gave you this form may assist you in your lease, but will not be representing you and has no loyalty to you. The agent will represent the landlord and is required to give the landlord any information about you (even personal, financial or confidential information) that would help the landlord in the lease of their property.

Note to Tenant: For more information on an agent's duties and services, refer to the NC Real Estate Commission's "Questions and Answers on: Working With Real Estate Agents" brochure at ncrec.gov (Publications, Q&A Brochures) or ask an agent for a copy of it.

Tenant's signature

Brian Corbett

Tenant's signature

208336

Date

Flagship Property Management

Agent's name

Agent's license no.

Firm name



RESIDENTIAL RENTAL CONTRACT

Landlord agrees to lease the Premises to Tenant on the following terms and conditions. This lease (the "Contract") will be binding when signed by Tenant and Landlord or Agent, as applicable.

"Tenant": _____

"Landlord": _____

"Agent": Flagship Property Management

"Premises": Street Address: _____
City: _____ Zip: _____ County: _____, NC
Apartment Complex: _____ Apartment No. _____
Other Description: _____
Premises will include both the inside and outside of any dwelling unit, and any exterior areas such as any front and back yard, in Tenant's exclusive control.

"Initial Term": Beginning Date: _____ Ending Date: _____

"Rent": \$ _____ "Payment Period": ☒ monthly ☐ weekly ☐ yearly ☐ other: _____

"Security Deposit": \$ _____ deposited with: (check one) ☐ Landlord ☒ Agent
Deposit Bank Name and Address: TowneBank 1000 Red Banks Rd, Greenville, NC 27858

"Permitted Occupants" (other than Tenant): _____

Tenant Emergency Contact (name and information): _____

Military Status: Tenant ☐ is ☒ is not in active military service.

1. Termination and Renewal:

- Termination at End of Initial Term:** Either Landlord or Tenant may terminate the tenancy herein by giving written notice to the other at least 30 days prior to the end of the Initial Term.
- Renewal:** If no written notice is given as provided in paragraph 1(a), then the tenancy will automatically become a month to month tenancy ("Renewal Period") on the same terms and conditions in this Contract; provided, however, that Landlord may send written notice to Tenant that informs Tenant of any increase or decrease in Rent due per Renewal Period. Landlord may send written notice about changes in Rent at any time during a Renewal Period, with changes being applicable to the next Renewal Period.
- Termination During Renewal:** If the tenancy becomes month-to-month after the Initial Term, then Landlord or Tenant may give written notice to terminate at any time during a given month that the tenancy will end at the end of the next month. If the tenancy is renewed on anything other than a month-to-month renewal after the Initial Term, then the tenancy may be terminated by Landlord or Tenant by giving the other 30 days written notice prior to the last day of the Renewal Period, with the termination being effective for the end of that Renewal Period.

- Rent; Delivery of Possession:** Tenant must pay Rent as Landlord or Agent directs. No notice or demand is required by Landlord to require payment. The first Rent payment, which will be prorated if the Initial Term commences on a day other than the first day of the Payment Period, shall be due on _____. After that, all Rent must be paid on or before the **FIRST** day of each Payment Period. Rent not paid on or before the first day of the Payment Period will be late, and a breach of this Contract. See paragraph 17 for more details. Tenant agrees that Landlord has no duty to deliver possession of the Premises, including any means of access, unless Tenant has both paid Rent and delivered the Security Deposit.

3. Late Payment Fees and Returned Check Fees:

- A late payment fee will be assessed if Rent is five days late or more. The late payment fee will be due immediately and automatically added to Rent. Tenant agrees, in addition to any other remedies for dishonored funds, to pay the Returned Check Fee for each check from Tenant that is returned by the financial institution because of insufficient funds or because Tenant did not have an account at the financial institution.
- Late Payment Fee:** \$ _____ OR 5.000 % of rental payment, whichever is greater. State law provides that the late fee may not exceed \$15.00 or 5% of the rental payment, whichever is greater.
- Returned Check Fee:** \$ 35.00. The maximum processing fee allowed under State law is \$35.00.



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4. **Security Deposit:** The Security Deposit must be paid prior to Tenant's occupancy of the Premises, and shall be administered in accordance with the North Carolina Tenant Security Deposit Act (the "Act").
- Once the tenancy in this Contract terminates, Landlord may deduct from the Security Deposit amounts permitted under the Act. If there is more than one person listed above as Tenant, Agent may, in Agent's discretion, pay any balance of the Security Deposit to any such person, and the other person(s) agree to hold Agent harmless for such action. If Tenant's address is unknown to Landlord, Landlord may deduct any permitted amounts and shall then hold the balance of the Security Deposit for Tenant's collection.
 - THE SECURITY DEPOSIT MAY, IN THE DISCRETION OF EITHER LANDLORD OR THE AGENT, BE DEPOSITED IN AN INTEREST-BEARING ACCOUNT WITH THE BANK OR SAVINGS INSTITUTION NAMED ABOVE. ANY INTEREST EARNED UPON TENANT SECURITY DEPOSIT SHALL BELONG TO LANDLORD OR AS 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.
 - ☐ (Optional) If a portion of Tenant Security Deposit, up to and including \$100, is payable to Tenant and remains unclaimed for one year following the termination of the tenancy herein, Tenant directs that such unclaimed funds be paid to the following charitable organization: _____ on Tenant's behalf. If the unclaimed funds payable to Tenant exceed \$100, then Landlord shall hold the funds and escheat them to the State as required by law. During the one year waiting period herein, Landlord and/or Agent agree to use reasonable efforts to locate and inform Tenant of the unclaimed deposit. Landlord and/or Agent should keep written documentation of such efforts.
 - If Landlord removes Agent or Agent resigns, Tenant agrees that Agent may transfer any Tenant Security Deposit held by Agent to Landlord or anyone Landlord designates. Agent will notify Tenant by mail of the transfer and of the name and address of who has the deposit. Tenant agrees the transfer will relieve Agent of any further liability with respect to Tenant Security Deposit. If Landlord's interest in the Premises terminates (whether by sale, assignment, death, appointment of receiver or otherwise), Agent will transfer Tenant Security Deposit in accordance with the provisions of North Carolina General Statutes § 42-54.
5. **Tenant's Obligations:** Unless otherwise agreed upon, Tenant and any guest of Tenant will:
- Use the Premises for residential purposes only and in a manner so as not to disturb the other tenants;
 - Use the Premises lawfully and not for any unlawful or immoral purpose or in a way that causes a nuisance on or in the immediate vicinity of the Premises or a common area;
 - Keep the Premises in a clean and safe condition, including without limitation all plumbing, facilities, and appliances;
 - Cause no unsafe or unsanitary condition in the common areas or around the Premises;
 - Comply with all applicable building and housing codes and regulations of the Premises owners' association, if any;
 - 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;
 - 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;
 - Not deliberately or negligently destroy, deface, damage, or remove any part of the Premises, whether inside or outside any dwelling unit, or permit any person, known or unknown to Tenant, to do so;
 - Be responsible for all damage, defacement, or removal of any property inside a dwelling unit in Tenant's exclusive control (including but not limited to all appliances and fixtures) unless the damage, defacement, or removal was due to ordinary wear and tear, acts of Landlord or Landlord's agent, defective products supplied or repairs authorized by Landlord, acts of third parties not invitees of Tenant, or natural forces;
 - Pay the costs of all utilities to the Premises, including, but not limited to, water, electric, sewer, and gas services, and others in paragraph 7 below, and keep any such utility services continuously connected and in use;
 - Act in a reasonable manner and so as not to disturb other tenants' peaceful enjoyment of the Premises or any common area;
 - Not abandon or vacate the Premises during the Initial Term or any renewal terms. Tenant will be deemed to have abandoned the Premises if Tenant removes substantially all his possessions from the Premises or if Tenant returns their keys;
 - Not burn, smoke, or vape any substance, including tobacco, marijuana, or any other material or drug of any kind in any interior portion of the Premises, including any detached structures, and to pay the cost of any abatement, cleaning, ductwork replacement that may be necessary as a result of Tenant's failure to comply with this obligation; and
 - Other: No Smoking including within 15 feet of the property. Tenant shall be subject to a fine of \$500.00 for all violations.

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6. **Landlord's Obligations:** Unless otherwise agreed, Landlord will within a reasonable period of time:
- Comply with the applicable building and housing codes to the extent required by such building and housing codes;
 - 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, Tenant will be liable to Landlord for any repairs necessitated by Tenant's intentional or negligent misuse of the Premises;
 - Keep all common areas, if any, used in conjunction with the Premises in a clean and safe condition;
 - After receiving written notice from Tenant, repair all facilities and appliances, if any, which are furnished by Landlord on the Premises, including electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems; and
 - 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. **Utilities and Services:** Landlord and Tenant agree that responsibility for utilities and services will be as follows.

Sewer/Septic ☐ Landlord ☒ Tenant ☐ N/A
 Landscaping ☐ Landlord ☒ Tenant ☐ N/A
 Lawn Maintenance ☐ Landlord ☒ Tenant ☐ N/A
 Trash/Dumpster ☐ Landlord ☒ Tenant ☐ N/A

Electric ☐ Landlord ☒ Tenant ☐ N/A
 Gas ☐ Landlord ☒ Tenant ☐ N/A
 Water ☐ Landlord ☒ Tenant ☐ N/A

Other: mail box key from post office

Other: _____

☐ Landlord ☒ Tenant ☐ N/A
☐ Landlord ☐ Tenant ☐ N/A

Landlord and Tenant agree to timely pay for the utilities and services for which they are responsible, including payment for metering, hook-up, or other fees associated with starting, maintaining, and ending the utility or service. Landlord and Tenant also agree that the above utilities and services will be kept in that party's name during the tenancy. Tenant agrees to ensure that any utility or service above is switched to Tenant's name on or before the Beginning Date of the Initial Term. Tenant agrees to keep the utilities turned on during the entire tenancy.

8. **Smoke and Carbon Monoxide Alarms:** Pursuant to North Carolina General Statutes § 42-42, 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, Landlord shall provide and install a minimum of one operable carbon monoxide alarm per level in the Premises, either battery-operated or electrical. Tenant shall notify Landlord, in writing, of the need for replacement of or repairs to a smoke or carbon monoxide alarm. Landlord shall replace or repair the smoke or carbon monoxide alarm within 15 days of receipt of notification if Landlord is notified of needed replacement or repairs in writing by Tenant. 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. 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 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:** Tenant, Permitted Occupants, and any guest of Tenant must comply with Landlord's existing rules and regulations and any future reasonable rules and regulations that Landlord may choose to adopt governing the use and occupancy of the Premises and any common areas (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 at any time; provided however, such changes and additions may not alter the essential terms of this Contract or any substantive rights granted hereunder and shall not become effective until thirty (30) days' written notice to Tenant. A copy of the existing Rules and Regulations are attached and Tenant acknowledges reading them. The Rules and Regulations are expressly incorporated into this Contract.
- The Premises ☐ is ☐ is not subject to regulation by an owners' association.
 - Name, address, and contact information for owners' association, if any: _____
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10. **Right of Entry:** Landlord, Agent, and their respective agents and representatives reserve the right to enter the Premises during reasonable hours to: (1) inspect the Premises and Tenant's compliance with this Contract; (2) make any repairs, alterations, improvements, or additions they may deem appropriate; (3) show the Premises to prospective purchasers or tenants, including the right to enter and take pictures of the Premises; and (4) display "For Sale" or "For Rent" signs in a reasonable manner upon the Premises. In the case of an emergency, Landlord, Agent, and their agents and representatives may enter the Premises at any hour to repair, preserve, or prevent further damage from occurring, and Tenant agrees to cooperate.

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11. **Payment for repair of Damages:** 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, shutters, or screens damaged by Tenant, filthy ovens, refrigerators, kitchen floors, cabinets or bathrooms, drink stains on carpet, unauthorized paint colors, and lawn, shrubbery, or tree damage caused by Tenant or Tenant's animals.
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 Tenant or anyone 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 Contract. Tenant shall be subject to a fine of \$ 500.00 for each animal or pet kept or allowed on the Premises in violation of this paragraph or of the terms of any Pet Addendum that may be a part of this Contract, and Tenant agrees to pay any such fine(s) upon receipt of Landlord's demand. Payment of any such fine(s) shall not permit Tenant to keep any animal or pet for which the fine was imposed, and Landlord retains the right to terminate this Contract if the violation continues following notice given in accordance with paragraph 17.
13. **Alterations:** 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 Landlord's prior written consent*, and then only in a workmanlike manner using materials and contractors approved by Landlord. All such work shall be done at Tenant's expense and at such times and in such manner as Landlord may approve, and keys for any changed or additional locks shall immediately be provided to Landlord. All alterations, additions, and improvements upon the Premises, made by either Landlord or Tenant, shall become the property of Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.
14. **Occupants:** Tenant shall not allow or permit the Premises to be occupied or used as a residence by any person other than Tenant and Permitted Occupants. Tenant shall be subject to a fine of \$ 500.00 for each person occupying or using the Premises in violation of this paragraph, and Tenant agrees to pay any such fine(s) upon receipt of Landlord's demand therefor. Payment of any such fine(s) shall not permit any person for whom the fine was imposed to occupy or use the Premises as a residence, and Landlord retains the right to terminate this Contract if the violation continues following notice given in accordance with paragraph 17.
15. **Rental Application:** In the event Tenant has submitted a Rental Application in connection with this Contract, Tenant acknowledges that Landlord has relied upon the Application as an inducement for entering this Contract 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, Landlord shall have the right to terminate the tenancy and to collect from Tenant any damages resulting therefrom.
16. **Termination; Reasonable Efforts; and Tenant's Duties:** In the event Tenant terminates the Tenancy prior to the end of the term then in effect, Landlord will use reasonable efforts to re-rent the Premises, *but Tenant shall remain responsible for the performance of all Tenant's obligations under this Contract until such time as Landlord may be able to re-rent the Premises*, unless Landlord and Tenant agree otherwise in writing. Upon any termination of the Tenancy herein, whether by Landlord or Tenant, and whether for breach or otherwise, Tenant must:
- Pay for any costs or damages incurred by Landlord for Tenant's breach of this Contract;
 - Pay all utility bills due for services to the Premises for which he is responsible and have all such utility services discontinued;
 - Vacate the Premises removing therefrom all Tenant's personal property of whatever nature;
 - Properly sweep and clean the Premises, including plumbing fixtures, refrigerators, stoves, and sinks, removing therefrom all rubbish, trash, garbage, and refuse;
 - 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;
 - Fasten and lock all doors and windows;
 - Return to Landlord any and all keys, other access devices, parking and pool passes, garage door openers and other similar items to the Premises and any amenities;
 - Restore the level of fuel in any fuel tank used by Tenant to its level as of the Beginning Date of the Tenancy; and
 - Notify Landlord of the address to which the balance of the Security Deposit may be returned. If Tenant fails to sweep out and clean the Premises, appliances and fixtures as herein provided, Tenant shall become liable, without notice or demand, to Landlord for the actual costs of cleaning (over and above ordinary wear and tear).

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17. Tenant Breach; Termination; Demand for Possession; and Fees:

- a. *Failure to pay Rent; Criminal Activity:* Tenant will be in immediate breach of this Contract if rent is not paid when it is due or if Tenant, Permitted Occupants, or any guest of Tenant engages in criminal activity on or near the Premises or a common area.
- b. *Failure to Cure Other Violations:* Tenant will be in breach of this Contract if Tenant fails to perform any other obligation in this Contract or imposed by law (except criminal activity), and such failure continues after Landlord provides written notice to cure and the violation is either not cured within 5 days; or if the violation is cured within 5 days, the failure occurs again at any time during any term of this Contract without further required notice from Landlord.
- c. *Type of Termination:* In addition to any other remedies at law, Landlord may terminate this Contract or terminate Tenant's right of possession of the Premises upon Tenant's breach of this Contract.
- d. *Demand for Possession:* Upon Landlord's written demand given to Tenant in accordance with paragraph 31, Landlord shall be immediately entitled to possession of the Premises if Landlord terminates this Contract or terminates Tenant's right of possession or if Tenant is holding over after the term of the Lease has expired. Any demand for possession may be provided contemporaneously with any notice of termination provided under subparagraph (a) above. In the event Tenant fails or refuses to surrender possession of the Premises, Landlord may, in compliance with Article 2A of Chapter 42 of the General Statutes of North Carolina, reenter and retake possession of the Premises through a summary ejectment proceeding.
- e. *Fees and Costs in Summary Ejectment:* If a summary ejectment proceeding is instituted against Tenant, Landlord shall be entitled to recover from Tenant any fees and costs under North Carolina law, including, but not limited to: (i) filing fees charged by the court; (ii) service of process fees; (iii) reasonable attorneys' fees actually incurred not to exceed 15% of the amount owed by Tenant, or 15% of the monthly rent stated in this Contract if the summary ejectment proceeding is based on a default other than the nonpayment of rent; and (iv) one of the following under N.C.G.S. § 42-46:

Complaint Filing Fee: \$_____ OR 5.000 % of rental payment, whichever is greater (*Fee may not exceed \$15.00 or 5% of the rental payment, whichever is greater.*)

Court Appearance Fee: 10.000 % of rental payment (*Fee may not exceed 10% of the rental payment.*)

Second Trial Fee: 12.000 % of rental payment (*Fee may not exceed 12% of the rental payment.*)

- f. *Acceptance of Partial Rent:* Tenant understands that, as allowed in N.C.G.S. § 42-26, Landlord's acceptance of partial rent or partial housing subsidy will not waive Tenant's breach of this Contract or limit Landlord's rights to evict Tenant through summary ejectment, whether filed before or after Landlord's acceptance of any such partial rent or partial housing subsidy.
- g. *Termination of Lease:* In the event Landlord terminates this Contract, 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 Tenant's breach, including but not limited to damages for Tenant's continued occupancy of the Premises following termination.
- h. *Termination of Possession:* In the event Landlord terminates Tenant's right of possession without terminating this Contract, 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 Landlord for any deficiency. In the event Landlord institutes a legal action against 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 Tenant notifies Landlord in writing of an alleged default and affords Landlord a reasonable time within which to cure, no default by 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 Contract and Tenant shall have no right to terminate this Contract 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 Contract and Tenant shall have no right to terminate this Contract or to suspend his performance hereunder. In any legal action instituted by Tenant against Landlord, Tenant's damages shall be limited to the difference, if any, between the rent reserved in this Contract and the reasonable rental value of the Premises, taking into account Landlord's breach or breaches, and in no event, except in the case of Landlord's willful or wanton negligence, shall 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.

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19. **Bankruptcy:** If any bankruptcy or insolvency proceedings are filed by or against Tenant or if Tenant makes any assignment for the benefit of creditors, Landlord may, at his option, immediately terminate the 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. **Renter's Insurance; Release; and Indemnity:** Tenant ☐ is ☐ is not required maintain a renter's insurance policy during the effectiveness of this Contract. If Tenant is required to maintain such insurance, Tenant must: (a) if possible, name Landlord and Agent as an additional insured; (b) provide a copy of the renter's insurance policy on request; and (c) make sure the policy additionally covers bodily injury and property damage for which Tenant may be liable in the amount of 100,000.00. 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 Tenant secures such insurance, Landlord and his agents shall not be liable for any damage to, or destruction or loss of, any of 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 Landlord. Tenant agrees to release and indemnify Landlord and his agents from and against liability for injury to the person of 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 Landlord or his agents.
21. **Agent:** Landlord and Tenant acknowledge that Landlord may, from time to time in his discretion, engage a third party ("Agent") to manage, supervise and operate the Premises or the complex, if any, of which they are a part. If Agent is managing, supervising, and operating the Premises at the time this Contract is executed, his name will be shown as "Agent" on the first page hereof. Agent may also be specified at a later time. With respect to any Agent engaged by Landlord, Landlord and 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 Landlord and Agent; (3) Agent may perform without objection from Tenant, any obligation or exercise any right of Landlord imposed or given herein or by law and such performance shall be valid and binding, if authorized by Landlord, as if performed by Landlord; (4) Tenant shall pay all rents to the Agent if directed to do so by Landlord; (5) except as otherwise provided by law, Agent shall not be liable to Tenant for the nonperformance of the obligations or promises of Landlord contained herein; (6) nothing contained herein shall modify the management contract existing between Landlord and Agent; however, Landlord and Agent may from time to time modify the management agreement in any manner which they deem appropriate; (7) 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:** 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. Landlord and Tenant agree that the courts shall liberally and broadly interpret this Contract, 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 Landlord or Tenant; (3) paragraph headings are used only for convenience of reference and shall not be considered as a substantive part of this Contract; (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 Contract shall not affect the validity of any other provisions hereof and this Contract shall be construed and enforced as if such invalid provision(s) were not included.
23. **Amendment of Laws:** If after the execution of this Contract any state statute regulating or affecting any duty or obligation imposed upon Landlord pursuant to this Contract is enacted, amended, or repealed, 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 Contract.
24. **Eminent Domain and Casualties:** Landlord shall have the option to terminate this Contract if the Premises, or any substantial part thereof, are condemned or sold in lieu of condemnation or damaged by flood, storm, fire, or other casualty. Landlord shall give Tenant at least thirty (30) days written notice of any such termination. This Contract shall terminate as of the date specified in the notice and the rent will be accounted for between Landlord and Tenant as of that date.
25. **Assignment; Waiver; Joint and Several Liability:** Tenant may not assign this Contract or sublet the Premises in whole or part. No waiver of any breach of any obligation or promise herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise. If multiple persons are listed as Tenant, their obligations under this Contract are joint and several.
26. **Inspection of Premises:** Within 5 days of occupying the Premises, Tenant has the right to inspect the Premises and complete a property assessment and provide it to Landlord in writing.

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27. **Other Terms and Conditions:** Itemize all addenda to this Contract and attach hereto:

- ☒ Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (form 430-T) (pre-1978 built Premises)
- ☐ Maintenance Addendum (form 440-T)
- ☐ Pet Addendum (form 442-T)
- ☐ Assistance Animal Addendum (form 443-T)
- ☐ Guaranty Addendum (form 445-T)
- ☒ Other Addenda: [HOA Addendum](#), [Utilities Addendum](#), [Mailbox Key Addendum](#), [RBP addendum](#)

28. **Additional Contract Terms:** [\\$40.00 monthly fee for the Resident Benefit Package.](#)

29. **Tenant Information:** Tenant acknowledges and understands that during or after the term of this Contract, Landlord may provide information about Tenant or relating to the Tenancy in accordance with applicable laws, including but not limited to providing such information to a credit reporting agency.

30. **Execution; Counterparts; Entire Agreement:** Tenant acknowledges they have read and agree to the provisions of this Contract. This Contract is executed in 1 (number) counterparts with an executed counterpart being retained by each party. This Contract 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.

31. **Use of Electronic Means; Notice.** The parties agree that electronic means may be used to sign this Contract or to make any modifications the parties may agree to, and that any written notice, communication, or documents may be transmitted electronically to any e-mail address, cell phone number or fax number used by the parties to communicate during the course of this Contract. Any notices required or authorized to be given hereunder or pursuant to applicable law may also be mailed or hand delivered to Tenant at the address of the Premises and to 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: (Signature) _____ (Date) _____
Landlord: (Signature) _____ (Date) _____

Entity Landlord: (Name of LLC, Corp., Trust, etc.) _____

By: (Name & Title) _____ (Signature) _____

Agent: (Firm Name) [Flagship Property Management](#) (Firm Lic. #) [C19887](#) (Phone) [252.364.4944](#)

By: (Agent Signature) _____ (License #) [208336](#) (Date) _____

Office Address: [113-J W. Firetower Rd | Winterville, NC 28590](#)

Agent Contact: (Phone, Fax, and Email) [252.364.4944 | Info@FlagshipNC.com](#)

Tenant: (Signature) _____ (Date) _____

Contact Information (Phone, Email, etc.): _____

Tenant: (Signature) _____ (Date) _____

Contact Information (Phone, Email, etc.): _____

Tenant: (Signature) _____ (Date) _____

Contact Information (Phone, Email, etc.): _____

Tenant: (Signature) _____ (Date) _____

Contact Information (Phone, Email, etc.): _____

Tenant Initials

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Protect Your Family From Lead in Your Home



March 2021

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- # How lead gets into the body
- # How lead affects health
- # What you can do to protect your family
- # Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- #? Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- #? Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- #? Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- # Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- # Don't try to remove lead-based paint yourself.
- # Always keep painted surfaces in good condition to minimize deterioration.
- # Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- # Talk to your landlord about fixing surfaces with peeling or chipping paint.
- # Regularly clean floors, window sills, and other surfaces.
- # Take precautions to avoid exposure to lead dust when remodeling.
- # When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- # Before buying, renting, or renovating your home, have it checked for lead-based paint.
- # Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- # Wash children's hands, bottles, pacifiers, and toys often.
- # Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- # Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- # Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- # Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- # Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- # At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- # Children's growing bodies absorb more lead.
- # Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- # Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

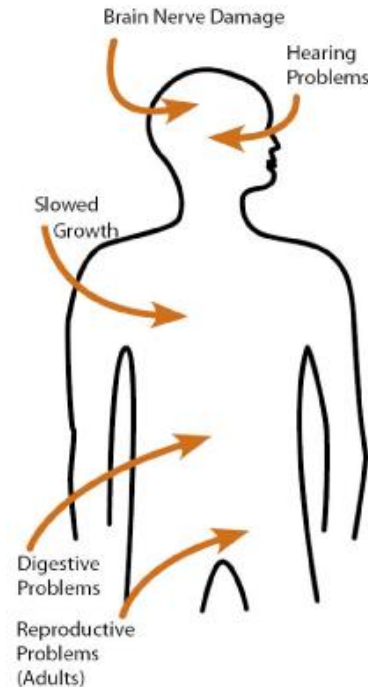
- #? Nervous system and kidney damage
- #? Learning disabilities, attention-deficit disorder, and decreased intelligence
- #? Speech, language, and behavior problems
- #? Poor muscle coordination
- #? Decreased muscle and bone growth
- #? Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- #? Harm to a developing fetus
- #? Increased chance of high blood pressure during pregnancy
- #? Fertility problems (in men and women)
- #? High blood pressure
- #? Digestive problems
- #? Nerve disorders
- #? Memory and concentration problems
- #? Muscle and joint pain



Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- #? Children at ages 1 and 2
- #? Children or other family members who have been exposed to high levels of lead
- #? Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- #? In homes and childcare facilities in the city, country, or suburbs,
- #? In private and public single-family homes and apartments,
- #? On surfaces inside and outside of the house, and
- #? In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- #? On windows and window sills
- #? Doors and door frames
- #? Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- #? 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- #? 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- #? 400 parts per million (ppm) and higher in play areas of bare soil
- #? 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips-which you can see-and lead dust-which you may not be able to see-both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- # A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - #? Portable x-ray fluorescence (XRF) machine
 - #? Lab tests of paint samples
- #? A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - #? Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - #? Sample dust near painted surfaces and sample bare soil in the yard
 - #? Get lab tests of paint, dust, and soil samples
 - #? A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- #? Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- #? Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- #? Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- #? If you rent, notify your landlord of peeling or chipping paint.
- #? Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- #? Carefully clean up paint chips immediately without creating dust.
- #? Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- #? Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- #? Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- #? Keep children from chewing window sills or other painted surfaces, or eating soil.
- #? When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- #? Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- #? Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- #? In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- #? You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- #? To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- #? Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- #? To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- #? 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- #? 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- #? 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- # Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- # Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner. Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- #? Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- #? Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- #? Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- #? **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- #? **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - # Open-flame burning or torching
 - # Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - # Using a heat gun at temperatures greater than 1100°F
- #? **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- #? **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- #? Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- #? Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- #? Regularly clean your faucet's screen (also known as an aerator).
- #? If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- # **Lead smelters** or other industries that release lead into the air.
- #? **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- #? **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- #? Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- #? Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- #? Folk remedies, such as “**greta**” and “**azarcon**,” used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)

Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- # Children under 6 years old are most at risk for lead poisoning in your home.
- # Lead exposure can harm young children and babies even before they are born.
- # Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- # Even children who seem healthy may have dangerous levels of lead in their bodies.
- # Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- # People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- # People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure (initial)

- _____ (a) Presence of lead-based paint and/or lead-based paint hazards (*check one below*):
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- _____
- ☒ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- _____ (b) Records and reports available to the Landlord (*check one below*):
- ☐ Landlord has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- _____
- ☒ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

- _____ (c) Tenant has received copies of all information listed above.
- _____ (d) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

- _____ (e) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

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 Flagship Property Management Date _____

Landlord _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Agent _____ Date _____

Agent _____ Date _____





MAILBOX KEYS

The unit you have rented may require a keyed access to the mailbox for your property. These keys may or may not be provided at the beginning of your lease by Flagship Realty Group.

If keys are not provided, have been changed, or you wish to have them changed then you will be responsible for this procedure. You, the tenant, will need to contact the local postal service to have this done. All cost and time expenses will be the sole responsibility of the tenant.

Flagship Realty Group advises that all mailbox keys be changed at the beginning of your lease to ensure that you, the tenant, have the only access to the mailbox and your privacy.

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



252.364.4944 | 919.391.4304



FlagshipNC.com



Admin@FlagshipNC.com



113-J W. Firetower Rd | Winterville, NC 28590 | 1913-5 N. Berkeley Blvd. Goldsboro, NC 27534

UTILITIES ADDENDUM

Per your lease agreement signed the tenant is responsible for all utility accounts to be an open and active account with the tenant. If any utilities are left unopened at the time lease begins but are required later then the tenant will be responsible for fees or inspection cost necessary to rectify the account.

The utility provider for your property should be able to disclose ALL utilities at the property and can arrange at the beginning of the lease to have ALL utilities active. If for any reason, there are inspections necessary prior to your lease beginning you are to let Flagship Realty Group know so we can schedule and pay for these inspections prior to your lease.

The utility services at your property could include but not limited to the following:

- Electricity
- Water
- Sewer
- Gas
- Trash

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

LEASE ADDENDUM

This Lease Addendum (“Addendum”) is attached to and becomes a binding part of the Residential Lease Agreement (“Lease”) between the undersigned Landlord and Tenant. By signing this Addendum, Tenant acknowledges that Tenant has read it in full, understands its contents, and agrees to abide by its provisions. Landlord means the property manager, owner, lessor or similarly identified person or entity indicated on the Lease Agreement.

LIABILITY COVERAGE REQUIREMENT

1. Under the terms of the Lease, Tenant must maintain liability coverage with a minimum limit of \$100,000 for each occurrence of damage or loss to Landlord’s property that may arise from Tenant’s actions or negligence. This coverage is meant to protect against certain perils, including fire, smoke, or explosion. Tenant’s failure to keep such liability coverage in force at any point during the Lease term will be considered a material breach of the Lease.
2. Tenant agrees to provide Landlord with evidence of liability coverage before taking possession of the leased premises. This includes presenting a valid insurance declaration page or certificate of insurance confirming the coverage limits and effective policy dates. Tenant must also list Landlord as an interested party on any third party renters insurance policy.
3. If the Lease is renewed, extended, or otherwise continues beyond its initial term, Tenant must again submit updated proof of coverage to Landlord prior to or upon renewal.
4. To facilitate confirmation of Tenant’s policy details, Landlord will provide a specific online link (the “Verification Link”) that Tenant must use to submit evidence of insurance. Failure to use this Verification Link, or to provide updated proof upon policy expiration, may result in automatic enrollment in Landlord’s liability waiver program. Tenant can access their Verification Link [here](#).
5. If Tenant does not present acceptable liability coverage at any time, Landlord, at Landlord’s discretion, may place Tenant under Landlord’s liability waiver program (“Waiver Program”). By doing so, Tenant will be charged a recurring monthly fee (the “Waiver Fee”) that is added to Tenant’s rent or charged as a separate, itemized addition.

Tenant remains responsible for any applicable fees, charges, or administrative costs associated with this Waiver Program. Tenants can find their conditions and exclusions under Landlord Waiver Program here: [here](#)

6. Tenant must be current on rent at the time of the reimbursable event in order to receive benefits under the Waiver Program.
7. The Waiver Program addresses only the minimum required liability protection defined by this Addendum and is not renters insurance. However, it does include a content damage reimbursement of up to **\$5,000** for certain incidents, as specified in the waiver program summary provided by Landlord. Tenant understands that any content damage reimbursement is subject to exclusions and limitations.
8. The Waiver Fee is set at **\$12** per month, charged to Tenant alongside rent. This fee is subject to periodic review and may be adjusted by Landlord with proper notice to Tenant. If Tenant secures insurance in compliance with this Addendum, Tenant may avoid or discontinue the Waiver Fee by timely providing proof of coverage through the Verification Link.
9. Tenant acknowledges that the cost of Landlord's Waiver Program may be higher than the premium Tenant could secure by purchasing a private policy that satisfies this Addendum's requirements. Furthermore, Landlord may incorporate reasonable administrative fees, state-imposed taxes, or other charges into the overall monthly Waiver Fee. The combined total will be billed to Tenant as part of the rent or as a separate, itemized addition. If Tenant purchases or reinstates an approved personal insurance policy during the Lease term and timely submits evidence through the Verification Link, Landlord will terminate Tenant's enrollment in the Waiver Program effective the following rental period, provided there is no gap in protection.
10. Except for the specified **\$5,000** content damage reimbursement for certain incidents, Tenant will not receive direct protection for any personal losses, liabilities, or third-party claims. Tenant should not rely on Landlord's waiver to address broader personal property damage, bodily injury claims, or the defense of lawsuits brought by third parties. If Tenant desires more comprehensive protection, Tenant should obtain renters insurance from an insurance agent or company of Tenant's choice.
11. If a covered event results in damages to Landlord's property that exceed the coverage limits of either a personal insurance policy carried by Tenant or the Waiver Program reimbursement limits, Tenant may remain contractually liable for any outstanding amounts. Similarly, if Tenant causes damage beyond the scope of a policy's perils or coverage/reimbursement limits, Tenant must reimburse Landlord for those expenses.

12. If Tenant's insurance policy lapses, expires, or is canceled without immediate replacement, Tenant must notify Landlord at once. In the event of such a lapse or cancellation, Landlord may enroll Tenant in the Waiver Program without prior notice. The Waiver Fee will then be added to Tenant's subsequent rent obligations, and Tenant will remain responsible for payment until Tenant provides updated proof of insurance through the Verification Link.
13. Tenant hereby acknowledges that Tenant's decision to rely solely on the Waiver Program rather than obtaining Tenant's own policy may result in limited protection. Landlord's acceptance of insurance documents from Tenant does not constitute an endorsement or confirmation of policy adequacy. Tenant shall defend, indemnify, and hold Landlord harmless from any claims arising out of Tenant's failure to secure coverage that fully protects Tenant's property or personal liabilities.
14. Nothing in this Addendum shall be construed as a waiver of any right or remedy Landlord may have under law or the Lease. Landlord retains the right to pursue claims against Tenant for property damage or other liability regardless of the status of any insurance.

RENTERS KIT PROGRAM

This Lease Addendum includes details of services and protections ("Renters Kit") the Landlord provides as part of your residency. The Landlord will provide the following services to you as part of the Renters Kit for **\$28** per month, which will be paid along with rent. This package offers services to enhance your experience and provide added convenience.

The Renters Kit is a bundled service package, and no individual service discounts or opt-outs are available unless otherwise specified by the Landlord. The Renters Kit described herein is the only Renters Kit that will be provided under this Lease Addendum and is facilitated through Beagle, the Landlord's designated partner for these services.

By signing, you acknowledge and agree to the following terms: Credit reporting services are provided through a third-party vendor, and the Landlord shall not be held liable for any errors, omissions, or misreporting; all disputes related to credit reporting must be resolved directly with the third-party provider. Air filters will be delivered to the property, and it is your sole responsibility to properly and timely replace all HVAC filters as required by the system; failure to do so shall constitute a breach of this agreement. Utility concierge services

are offered for your convenience; however, you retain the right to arrange utility services independently and must continue to comply with all applicable HOA, association, and lease restrictions. Enrollment in identity theft protection constitutes acceptance of CLC ID Protect's Terms of Service and Privacy Policy.

RENTERS KIT SERVICES

Services	Description
Build Your Credit Score	Your on-time rent payments will be reported to major credit bureaus through a third-party service—helping you build or improve your credit history just by paying rent.
HVAC Filter Delivery	Air filters will be delivered to your door every three months, improving air quality and helping your HVAC system run efficiently.
Utility Concierge Service	A concierge will assist you in arranging your electricity, water, gas, internet, cable, and other utility services.
\$1 Million Identity Theft Protection	Get peace of mind with identity theft protection of up to \$1,000,000, including resolution support in the event of a breach.

Tenants can find their services under the Renters Kit [here](#).

AGREED AND ACCEPTED:

By signing below, Tenant affirms that they have read and reviewed the **entirety of this Addendum** to the best of their ability, including all terms, conditions, and any referenced programs, understand its contents and implications, and knowingly and voluntarily agree to be bound by its provisions.

Tenant Signature: _____ **Date:** _____



HOA RULES + REGULATIONS

Your property may or may not be also governed by a Home Owners Association (HOA) of which rules and regulations outside of your lease will need to be followed. These rules could be in regards to parking, pool, trash, pet policies, etc.

If you would like a copy of the by-laws within the HOA, then we can provide those for you or you may get them from the HOA themselves.

If there is a violation by you, the tenant, with regards to the HOA then you will be responsible for any fines or assessments handed out by the HOA, their management company, or the HOA Board.

Flagship Realty Group does not manage any HOA's and we are not responsible for fines, assessments, rule changes, or amenity changes with the HOA community.

Any fees required to obtain or recover lost pool keys, parking permits, mailbox keys, or gate access will be the responsibility of the tenant.

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

MILITARY STATUS ADDENDUM

NOTE: This form may be used to confirm that a prospective tenant is NOT currently in military service. If a prospective tenant is in military service, consideration may be given to having him or her sign a "Waiver of Rights" form (standard form 435-T).

Tenant: _____

Landlord: **Flagship Property Management**

Leased Premises: _____

This Addendum is attached to and made a part of the Residential Rental Contract ("Contract") between Landlord and Tenant for the Premises.

RECITALS

1. The Servicemembers Civil Relief Act (50 U.S.C. Section 3911 et seq) ("SCRA") provides for the temporary suspension of any civil action or proceeding against a servicemember during his or her military service under certain circumstances.
2. In the event Landlord is required to file an eviction proceeding against Tenant for breach of the Rental Contract (called "summary ejectment"), Landlord will be required to file a Servicemembers Civil Relief Act Affidavit stating whether or not the defendant is in military service and showing necessary facts to support the affidavit.
3. Tenant desires to confirm that Tenant is not currently in military service and to agree to notify Landlord in the event Tenant enters into military service after this Addendum is signed.

AGREEMENT

1. **Tenant Representation.** Tenant represents that Tenant is not currently in military service with the Army, Navy, Air Force, Marines, Coast Guard or National Guard as defined in the SCRA and is not a commissioned officer of the Public Health Service or the National Oceanic and Atmospheric Administration.

2. **Tenant Agreement.** Tenant agrees to promptly notify Landlord in writing if Tenant enters into military service as defined in paragraph 1 above after the date this Addendum is signed.

3. **Tenant Understanding.** Tenant acknowledges and understands that in the event Landlord files an eviction action against Tenant for breach of the Rental Contract and Tenant has not notified Landlord that Tenant has entered into military service, Landlord may use Tenant's representation that he or she is not in military service as of the date of this Addendum and has not subsequently notified Landlord after the date of this Addendum that he or she has entered into military service as evidence that Tenant is not in military service for purposes of completing a Servicemembers Civil Relief Act Affidavit.

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.

TENANT: _____

LANDLORD: _____

Flagship Property Management

Date: _____

By: **Brian Corbett**

Date: _____

Date: _____

Date: _____

Date: _____

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North Carolina Association of REALTORS®, Inc.



STANDARD FORM 436-T
Adopted 7/2016
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