

BRPPS dba Ashe Rental Agency

PO Box 1023 • 10 N Jefferson Avenue • West Jefferson, NC 28694
(336) 846-6800

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Residential Lease

1.1 LEASE TERMS

Blue Ridge Professional Property Services, LLC; dba Ashe Rental Agency

10 N Jefferson Avenue, West Jefferson, NC, 28694

Owner Name: <<Owner Name(s)>>

Tenants: <<Tenants (Financially Responsible)>>

<<Other Occupant(s)>>

WITNESSETH:

THAT subject to the terms and conditions hereinafter set forth, Blue Ridge Professional Property Services, LLC d/b/a Ashe Rental Agency, as Agent for Landlord does hereby let and lease unto said Tenant, and said Tenant does hereby accept as Tenant of said Landlord, the property located at <<Unit Address>> , lying and being in North Carolina. The terms and conditions of this Lease are, and Tenant covenants with the Landlord, its Administrators, Executors, heirs, successors, and assigns, as follows:

AGENT: Tenant acknowledges that Landlord has employed Blue Ridge Professional Property Services, LLC d/b/a Ashe Rental Agency (the "Agent") to manage, supervise and operate the Premises. Tenant understands that: (1) Agent acts for and represents Landlord in this transaction; (2) Agent may perform any obligation or exercise any right of Landlord imposed or given in this Lease or by law; (3) Tenant shall pay all rentals to Agent; and (4) except as otherwise provided by law, Agent shall not be liable to Tenant for the nonperformance of the obligations or promises of the Landlord contained herein.

TERM: This Lease shall begin at 10:00 A.M. on the <<Move-in Date>> and end at 10:00A.M. on the <<Lease End Date>> under the terms and conditions set forth herein. Tenant understands that if Tenant vacates the leased premises (hereinafter the "Premises") before the term ends or fails to move in, Tenant will be liable for the balance of the rent for the remainder of the term. If Landlord grants Tenant permission to enter into possession of the Premises prior to the date specified for the beginning date of the term of the lease and/or occupy a dwelling unit other than the Premises designated in the Lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all of the terms and conditions of this Lease with the rent provided for this Lease. If any Tenant holds over past the end of the rent term, Tenant shall pay holdover rent at the rate of \$100.00 per day until the Premises or other dwelling unit is vacated.

By initialing below, you acknowledge and agree to the terms in Section 1.

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Residential Lease

2.1 LEASE TERMS

RENT: Tenant shall pay rent without notice, demand, or deduction to Landlord in the amount of <<Monthly Rent>> per month, payable on the 1st day of day each month thereafter for and during the term of this Lease. If Tenant occupies the Premises for less than 30 days, rent shall be pro-rated based upon the standard thirty-day month. Rent shall be received in its entirety by check, money order, cash (we will no longer accept cash as of January 1st, 2019), or submitted through the tenant portal: https://ashe.appfolio.com/connect/users/sign_in. Rent can be mailed to Ashe Rental Agency, P.O. Box 1023, West Jefferson, North Carolina, 28694, and must be postmarked by the first day of the month. Each tenant shall be jointly and severally liable for the monthly rent payment, late fees, non-refundable pet fees, renewal fees, fines, and damages. Tenant(s) understands this means if a roommate(s) (as applicable) moves out, tenant will be responsible for paying the total amount of the monthly rent payment, late fees and all other applicable fees. Partial rent payments from tenant(s) on lease is not considered full rent.

LATE CHARGES: If Landlord fails to receive full rent payment by the day it is due Tenant shall pay Landlord, as additional rent, a late charge of \$15.00 or 5% of the rent, whichever is greater. A partial payment of rent will not abrogate late charges. Tenant will pay a returned check fee of \$25.00 for each check returned because of insufficient funds or any reason whatsoever. If there is more than one Tenant, all Tenants are jointly and severally liable for any and all late fees. Tenant shall pay late payment and returned check fees immediately, without demand, and along with the regular rental payment.

OCCUPANTS: Tenant(s) listed above shall not allow or permit the Premises to be occupied or used as a residence by any person other than Tenant and the Permitted Occupants listed above. Tenant shall be subject to a fine of \$250.00 for any violation of this paragraph, and Tenant agrees to pay any such fine upon receipt of Landlord's demand therefor.

JOINT AND SEVERAL LIABILITY: Each Tenant shall be jointly and severally liable for all obligations under this Lease including, but not limited to, rent payments, late fees, non-refundable pet fees, renewal fees, cleaning fees, fines, and damages. Tenant understands this means if a roommate or roommates (as applicable) moves out, Tenant will be responsible for paying the total amount of the monthly rent payment, late fees, and all other applicable fees. Partial

rent payments from Tenant(s) are not considered full rent and will result in eviction.

ACTS OF THIRD PARTIES: Neither Landlord nor Agent has made any representations concerning the safety of the Premises. Tenant acknowledges that Landlord and Agent neither warrant nor guarantee the safety or security of Tenant or his/her guests or property against the criminal, tortuous, or wrongful acts of any person.

By initialing below, you acknowledge and agree to the terms in Section 2.

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Residential Lease

3.1 LEASE TERMS - NON REFUNDABLE FEES AND SECURITY DEPOSIT

NON REFUNDABLE ADMINISTRATION FEE: A non-refundable administration fee in the amount of \$25.00 will be due within 24 hours of the lease signing. This non-refundable administration fee is in addition to the security deposit below.

SECURITY DEPOSIT: Tenant shall deposit with Agent a security deposit in the amount of <<Security Deposit Charges>>[up to 1.5 times the monthly rent] to be held in a non-interest bearing escrow account by Agent at First National Bank, 2111 Blowing Rock Road, Boone, North Carolina. Tenant shall not be entitled to any interest or payment upon such monies held by Agent. In the event Tenant complies with this Lease and returns the Premises to the Landlord, reasonable wear and tear excepted, Agent shall refund this sum to Tenant within thirty (30) days of the expiration of this Lease, unless Agent otherwise notifies Tenant in writing. Tenant understands that the deposit is refundable based on a clean exit, inside and outside. Tenant understands that should past due rent, the cost of cleaning for excessive filth based on the decision of the property manager, damages, or costs for repairs exceed the amount of the deposit, Tenant will pay such additional damages or costs immediately upon notification by Agent, and all Tenant(s) are jointly and severally liable. Tenant understands that if any damage requiring repair occurs during the course of Tenant's occupancy, Tenant(s) are then responsible for the cost of the repair or replacement. The security deposit is not applicable to the last month's rent. Tenant shall return all keys and provide Agent with a forwarding address. Agent may deduct from the security deposit amounts sufficient to pay for matters including, but not limited to:

1. Any damages sustained as a result of the Tenant's nonpayment of rent or non-fulfillment of Lease terms, including the Tenant's failure to enter into possession;
2. Any damage to the Premises for which the Tenant is responsible under this Lease;
3. Any unpaid bills Tenant would be responsible for during the term of the Lease;
4. Costs associated with re-renting the property after a breach of lease by Tenant; and

5. Court cost incurred by Landlord or Agent in conjunction with terminating the tenancy.

If more than one (1) person is listed above as Tenant, Agent may, in its sole discretion, pay the balance of the security deposit to any such Tenant, and the other Tenant(s) agree to hold Agent and Landlord harmless. If Agent does not have a current address for Tenant, it may hold Tenant's security deposit for six (6) months, and if Tenant does not contact Agent, request payment, and provide an address acceptable to the United States Post Office for mailing payment, then Agent shall not thereafter be liable to the Tenant(s) for a refund of the Security Deposit, or any part thereof. If Landlord removes Agent or Agent resigns as Landlord's Agent, Agent may transfer the Security Deposit to Landlord without liability to Tenant.

The security deposit needs to be collected before or by the signature of this lease.

The administration fee is to be collected within 24 hours of signing this lease.

<<One-time Charges>>

By initialing below, you acknowledge and agree to the terms in Section 3.

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Residential Lease

4.1 UTILITIES

UTILITIES: During the term of this Lease, Tenant is responsible for putting all utilities in his/her name and timely paying the cost of all utility services for the Premises. Unless otherwise set forth below, all utility services shall be billed directly to Tenant and not included as part of the Lease including, but not limited to, water, electric, cable, telephone, kerosene, oil, and natural or propane gas service, as applicable. Tenant is responsible for all account, metering, hook-up, and miscellaneous charges associated with utilities. Tenant shall provide Landlord with proof that all utilities are in Tenant's name. Tenant is required to keep the heat working and set at no less than fifty (50) degrees Fahrenheit at all times when the outside temperature falls below fifty (50) degrees Fahrenheit. Tenant shall keep sufficient oil, kerosene, or propane gas (as applicable) in the tank (if applicable) at all times. Prior to moving out of the Premises, Tenant agrees to have the oil, kerosene, or propane gas (as applicable) tank filled to the same level that existed at the beginning of Tenant's Lease or occupancy of the Premises, whichever is sooner. If Tenant is responsible for lawn care but fails to perform all of his/her responsibilities, Landlord may hire a lawn care provider without notice to Tenant to perform such responsibilities and Tenant shall be responsible for such expense as extra rent. If there is a utility allowance for the property and Tenant exceeds the monthly utility cap, then Tenant shall be responsible for paying any overages as extra rent. As with all other matters herein, all Tenants shall be

jointly and severally liable. These utilities below are included with rent:

<<Utilities Included>>

Landlord and Tenant agree that the Tenant shall be responsible for all other utilities listed in the attached addendum. These utilities are considered not included with rent.

Property Specifics - <<Additional Lease Information>>

Properties that have propane - Tenant to indicate propane/oil amount upon move-in to Landlord in writing. Upon departure, Tenant agrees to fill up any needed propane/oil to the amount it was at upon move-in day.

*** Tenants acknowledges and understands that they are responsible for: the cost and replacement of light bulbs after move in, the condition and upkeep of blinds, shower curtain rods, and the cost and replacement of smoke detector batteries. Tenant acknowledges and understands that clogged drains will be charged to the tenant if not reported within 7 calendar days after move-in day. ***

4.2 LEASE TERMS

USE OF PREMISES: The Premises shall be used for residential purposes only, in a manner not to disturb the other Tenants, if any. Tenant shall 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. Tenant shall not deliberately or negligently destroy, deface, damage, or remove any part of the Premises (including all facilities, appliances or fixtures) or permit any person, known or unknown to the Tenant, to do so. The Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. In the event Tenant's use of the Premises results in an increase in the rate of insurance on the Premises, Tenant shall pay to Landlord, upon demand and as additional rent, the amount of any such increase. Tenant agrees to comply with any and all obligations imposed upon tenants by applicable laws and ordinances including, but not limited to, building and housing codes.

ALTERATIONS: Tenant shall not paint or drive screws/nails any larger than a pen point to the walls, deface, make any alterations, additions, re-key or install locks, or make any improvements in or to 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. 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 created hereby.

DESTRUCTION OF OR DAMAGES TO PREMISES: If the Premises is totally destroyed by storm, fire, lightning, earthquake, or other casualty, this Lease shall terminate as of the date of such destruction and rent shall be accounted for as between Landlord and Tenant as of that date. If the Premises is damaged, but not wholly destroyed by any such casualties, rental shall abate in such proportion as effective use of the Premises has been affected and Landlord shall restore the Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence.

4.3 RENTERS INSURANCE

RENTER'S INSURANCE: Tenant is solely responsible for insuring any personal property belonging to Tenant located on the Premises. **Landlord has advised Tenant to carry his/her/their own renter's insurance to protect his/her/their personal property from any loss or damage.** Neither Agent nor Landlord shall be liable for any damage to, destruction, or loss of any personal property belonging to Tenant located on the Premises.

4.4 LEASE TERMS

OCCUPANCY IN A RENEWAL: Tenant understands and accepts that they may be moving in an occupied/renewing unit, and as such, the room Tenant will occupy may not have been painted. Tenant agrees that if there are any necessary repairs to the unit or individual room, that Tenant will notify Landlord within five (5) days of the move in date.

RELEASE AND INDEMNIFICATION: Tenant agrees to release and indemnify Landlord, Agent, and his/her/their agents from and against liability for injury to the person of Tenant, any members of his/her household, or guests from any cause whatsoever.

GOVERNMENT ORDERS: Tenant agrees to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises. In the event a governmental authority imposes a requirement upon Landlord which would result in a hardship to Landlord to remedy, Landlord may declare this Lease void and the term of this Lease shall cease.

EVENTS OF DEFAULT: The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, shall constitute a breach of this Lease on the part of the Tenant;

- (a) Tenant fails to pay the rental as provided for herein;
- (b) Tenant abandons or vacates the Premises (Tenant shall be deemed to have abandoned or vacated the Premises if Tenant removes substantially all of his/her possessions from the Premises);
- (c) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease;
- (d) Tenant is adjudicated bankrupt;
- (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal;
- (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent, or any part thereof is, or is proposed to be reduced or payment thereof deferred;
- (g) Tenant makes an assignment for benefit of creditors;
- (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof;
- (i) Tenant or any guest of Tenant is found to be upon the roof of the Premises for any reason; or
- (j) Any other violation of the terms and conditions of this Lease.

SURRENDER OF PREMISES: If Tenant, or any of them, commits and does not cure within the time allotted herein an Event of Default, Landlord shall be immediately entitled to possession of the Premises and Tenant shall peacefully surrender possession of the Premises to Landlord immediately upon Landlord's demand.

COURT FEES: If Tenant breaches this Lease, the Landlord, either individually or through Agent, may sue Tenant for Summary Ejectment, Money Owed, or any other appropriate cause of action, and Tenant agrees to pay, in addition to the amount owed and any interest to which Landlord is entitled by law, Court Costs and one (1) of the following:

Complaint Filing Fee: Fifteen dollars (\$15.00) or five percent (5%) of the monthly rent, whichever is greater.

Court Appearance Fee: Ten percent (10%) of the monthly rent.

Second Trial Fee: Twelve percent (12%) of the monthly rent.

4.5 LANDLORD'S ENTRY & RIGHT TO CURE

LANDLORD'S ENTRY OF PREMISES: Landlord and maintenance staff may enter the Premises during reasonable hours to (1) inspect compliance with terms of this Lease; (2) make such repairs, alterations, improvements or additions thereto as Landlord may deem appropriate; and (3) show the Premises to prospective purchasers or tenants. Landlord shall also have the right to display "For Sale" or "For Rent" signs upon the Premises. In an emergency, Landlord may enter the Premises at any hour to preserve the Premises or prevent further damage from occurring to the Premises.

LANDLORD'S RIGHT TO CURE: Tenant must notify Landlord in writing of any alleged default on the part of Landlord and give Landlord a reasonable time within which to cure any alleged default.

4.6 LEASE TERMS

NOTICES: All notices required or permitted under this Lease shall be in writing with delivery confirmation and/or sent electronically with a return receipt requested. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease or by email, except that upon Tenant taking possession of the Premises, the Premises shall be Tenant's address for such purposes. Posting a notice upon the door of the Premises shall be deemed actual receipt of the notice by Tenant on the day posted.

ENTIRE AGREEMENT: This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. This Lease may not be modified except by a writing signed by all of the parties hereto.

NON-WAIVER: Landlord's failure to insist upon strict compliance with the Lease at any point shall not be construed as a waiver of any terms contained in this Lease or prohibit full enforcement of the rights contained herein.

ASSIGNMENT: Tenant shall not assign this Lease or sublet the Premises in whole or in part. **BREAKING A LEASE IS COSTLY.** If Tenant requests and Landlord agrees to complete a Lease Transfer, Tenant will pay a one-time, nonrefundable administrative charge of \$200.00 to break the lease in any way. Tenant must complete a Lease Transfer form, pay the Lease Transfer fee, and understands that a new lease must be executed before any transfers take place.

SMOKE DETECTOR: The Premises may include one or more smoke and carbon monoxide detectors. Tenant agrees that he/she/they will test the smoke and carbon monoxide detector(s) once a week. If there is no sound when performing the test, Tenant will check or replace the battery if the detector has one. If the battery is good and the detector still does not work, Tenant shall inform Landlord immediately, in writing.

FIRE EXTINGUISHER: If a fire extinguisher is missing from the Premises or has been used, alert Ashe Rental Agency as soon as possible. Tenant agrees to pay a fee of \$75.00 to replace or a fee of \$50.00 to refill the fire extinguisher. Tenant can supply their own fire extinguisher and have approved, in writing, by maintenance.

LIGHT BULBS: Light bulbs will be installed and in working order before occupancy. Thereafter, light bulbs are a Tenant responsibility (under 8 ft high).

PLUMBING: Drains will be unclogged before occupancy. Thereafter, stopped up toilets and clogged drains should be cleared with a plunger and/or proper drain cleaner as a Tenant responsibility.

CHECK OUT PROCEDURE: Upon the expiration or termination of the tenancy, whether by Landlord or by Tenant, whether for breach or otherwise, Tenant shall:

1. Ensure that all utilities and services for which Tenant is responsible have been paid and disconnected effective on Tenant's move-out date, but in no case prior to the lease end date;
2. Return all keys to Landlord, including any copies made by Tenant along with all garage door openers;
3. Remove all personal property from the Premises;
4. Return the Premises in the same condition it was in on the date Tenant's occupancy began with reasonable wear and tear expected;
5. Obtain and follow itemized cleaning instructions from Landlord. These items include, but are not limited to: sweep and mop floors, clean mirrors and windows, clean all appliances and fixtures, remove all trash, and complete grounds maintenance. A deposit is always easier to refund upon a clean exit;
6. Fasten and lock all doors and windows;
7. Vacate the Premises; and
8. Notify Landlord of the address to which the balance of the Security Deposit may be returned.

4.7 AMENITIES

AMENITIES: The following items are furnished as a courtesy to Tenant and are not to be construed in any manner as part of the rental paid by the Tenant. In no event will the defective condition of any of the amenities listed below constitute a breach of this Lease by Landlord. Any fixture, appliance or equipment provided must be in the same condition it was in when Tenant occupied the Premises. Tenant is responsible for any damage that occurs to any of these amenities.

<<Appliances Included>>

If the property is furnished please reference the attached addendum.

4.8 PRE-LEASING

PRE-LEASING: Pre-leasing communication will begin prior to the end of the lease. Tenant will be provided with important

information pertaining to the Premises. Pre-leasing paperwork, along with possible showings, may be required.

4.9 RULES AND REGULATIONS

PEST CONTROL: Tenant is responsible to keep the Premises clean. If Tenant consistently lives in an unsanitary environment, Tenant acknowledges and accepts that Landlord is limited in its ability to address the pest situation and Tenant waives the right to hold Landlord responsible for continual issues. Tenant agrees to troubleshoot pest issue with necessary traps, sprays, etc. Tenant agrees to report any pest issues to Landlord for necessary direction and remediation plans.

LEAKS & MILDEW: Tenant agrees to immediately notify Landlord if Tenant detects a leak at the property. Potential sources of leaks are the roof, humidifiers, baths, showers, toilets, sinks, windows, and doors. Discoloration on walls or the ceiling could indicate a leak. Tenant agrees to regularly inspect the Premises for water leaks, moisture, and mildew and immediately contact Landlord if Tenant observes any of the foregoing. Tenant agrees to clean and remove mildew as part of Tenant's obligation to keep a clean and sanitary living space. If mildew is in an unreachable area please contact Landlord immediately.

GENERAL RULES AND REGULATIONS:

(a) No obstructions or personal property of any kind shall remain on or in any porch, patio, or walkway of the Premises. This shall include but not be limited to bicycles, clothing, towels, grills, recycling, trash, etc. Obstructions and/or trash will be removed and disposed of at Tenant's expense.

(b) No person shall play loud music or cause any disturbance after 10:00 P.M.

(c) The heat and electric breakers in the Premises shall never be turned off during the heating season. This is especially important during vacation times; Drip water when temperatures are below freezing to ensure pipes do not freeze.

(d) No boats, trailers, campers, vehicles without current and valid license tags, etc. shall park at the Premises, including non-working vehicles. No auto repairs are allowed at the Premises.

(e) The use of kerosene heaters or any auxiliary heaters is prohibited.

(f) No kegs or keg parties are allowed.

(g) Insurance prohibits the use of charcoal grills, gas grills, or any open flame fires. Grills at a house are not allowed within 10 feet of anything that could burn. Grills at apartments have to be more than 50 feet away from the complex and not within 10 feet of anything that could burn.

(h) Do not dispose of cigarette butts, diapers, paper towels, sanitary items, etc. in the toilets. Do not put grease or oil in any sink or toilet.

(i) Bedspreads, blankets, sheets, or towels are not to be used as curtains or drapes. If blinds are provided by the Landlord, Tenant is responsible to keep them in good working order and replacing them if they are broken by any person.

(j) No satellite dishes shall be placed on or attached to the roof, exterior walls, or grounds of the Premises without Landlord's written consent.

(k) No pet of any kind, including but not limited to, cats, dogs, birds, rodents, livestock, and reptiles will be allowed anywhere on the Premises either by a Tenant or a guest without Landlord's written consent. Tenant will pay a penalty fee of \$230.00 per day or partial day for each day the unauthorized pet or animal is on the Premises. This means no "pet-sitting" and no visiting pets;

(l) If Tenant is permitted to have a pet, Tenant is required to clean up after his/her/their pet and be mindful of neighbors who may not have pets. Any pet damages that exceed normal wear and tear, along with the costs of a flea treatment, if necessary, will be deducted from Tenant's security deposit. A \$25.00 per pet monthly non-refundable pet fee is required. Please see attached addendum.

(m) One (1) key is supplied per Tenant – the replacement fee is \$15.00 per key. In the event Tenant is locked out of the Premises Tenant may obtain a temporary key from the rental office during normal business hours. Tenant will be responsible for any damage to the Premises that results from a lockout. Tenant will not change any locks on the Premises without written permission from Landlord.

(n) The Premises is non-smoking indoors, including vaping. Tenant agrees not to keep any flammable or explosive material at any time, or any material that may be considered hazardous by any insurance company.

(o) Tenant shall keep the Premises clean and sanitary at all times. Landlord may conduct an inspection during reasonable hours and may require Tenant to clean the Premises if it has not been maintained. At the end of the lease term the Premises must be cleaned in a professional manner including carpets (if applicable) prior to Tenant's vacating the Premises.

(p) No Tenant, member of Tenant's household, or guest shall engage in any criminal activity, including, but not limited to, drug-related activity. This is grounds for immediate eviction. The arrest of any Tenant or guest for activities taking place in, on, or around the Premises is also grounds for immediate eviction.

(q) Tenant understands that the Premises may be listed for sale or rent during the term of the lease. Landlord has the right to place "For Rent" or "For Sale" signs on the Premises and to show the Premises to prospective renters and/or buyers after giving Tenant 24 hours notice. If Landlord sells the Premises, the new owner of record (new landlord) has the option to terminate or renegotiate this Lease after 60 days of ownership.

4.10 RESIDENTIAL LEASE

NEGOTIATED AGREEMENT: This is a negotiated agreement, and it shall not be construed against either party.

NO THIRD-PARTY BENEFICIARIES: The obligations of each party to this Lease shall inure solely to the benefit of the other party, and no person or entity other than Landlord, Agent, and Tenant shall be a third-party beneficiary to this Lease.

CHOICE OF FORUM AND APPLICABLE LAW: Any litigation involving this Lease shall be brought in, and all parties hereto consent to venue and jurisdiction in, Ashe County, North Carolina. This Lease shall be subject to and construed under the laws of the State of North Carolina.

SEVERABILITY: If any court of competent jurisdiction finds any provision of this Lease to be invalid and unenforceable, such

provision shall be severed from this Lease and such invalid and unenforceable provision(s) shall not affect any other provisions of this Lease, the balance of which shall remain in full force and effect. However, if such invalid or unenforceable provision(s) may be modified so as to be valid and enforceable as a matter of law, such provision(s) shall be deemed to have been modified to the minimum extent necessary to be valid and enforceable under applicable law.

EMINENT DOMAIN AND CASUALTY LOSS: Landlord shall have the option to terminate this lease if the Premises, or any part thereof, is condemned or sold in lieu of condemnation or damaged by fire or other casualty.

4.11 ADDITIONAL TERMS

Landlord strongly encourages all tenants and guarantors to personally inspect the property to be rented prior to signing this lease agreement. Photographs and other statements contained in promotional materials may not reflect a full and complete view of all factors regarding a particular property, and are not warranties of a particular condition or status of the property. Upon signing this Lease, all tenants and guarantors shall remain subject to the full term of the lease, and the failure of the parties to adequately inspect the property shall not be grounds for terminating this lease or for the failure of the Tenant to abide by the terms of this agreement. There is not a cancellation or "grace period" for cancellation of this lease once it is signed. All properties are rented "as-is," and it is the obligation of the Tenant to determine that the property is acceptable to them prior to the signing of the Lease. In the event a Tenant wishes to not occupy the property for any reason, leases will not be terminated by the Landlord; rather, Tenant would still be held liable for all rental and utility payments and would need to follow the procedures for obtaining a suitable Transfer Tenant in accordance with the Landlord's procedures. Until a suitable Transfer Tenant is found, Tenant is still held liable for all rental and utility payments."

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

IN TESTIMONY, WHEREOF, Landlord and Tenant(s) have hereunto set their hands and affixed their seals, the day and year first above written.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed

5

Sign and Accept

5.1 SIGN AND ACCEPT ALL TERMS OF LEASE

EXECUTION AND COUNTERPARTS: Tenant acknowledges that he/she has read and agrees to the provisions of this Lease. This Lease may be executed in multiple counterparts. The law assumes that by signing this document, all parties understand, acknowledge, and agree to the terms and conditions of this lease.