

# NORTH CAROLINA LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**LANDLORD:**

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(hereinafter referred to as "Landlord"), with a mailing address of:

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AND

**TENANT(S):**

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(hereinafter referred to as "Tenant").

**I. PROPERTY**

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the following residential property (hereinafter referred to as the "Premises"):

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: North Carolina Zip Code:

\_\_\_\_\_

The Premises includes the following fixtures and appliances:

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## II. TERM

The term of this Agreement shall be (check one):

☐ **Fixed Term.** Commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Upon the expiration of this term, the Tenant shall vacate the Premises unless a new agreement is signed or the Agreement converts to a month-to-month tenancy.

☐ **Month-to-Month.** Commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and continuing on a month-to-month basis until terminated by either party with at least seven (7) days' written notice prior to the end of the rental period, in accordance with N.C. Gen. Stat. § 42-14.

### III. RENT

The Tenant agrees to pay the Landlord a monthly rent of \$

\_\_\_\_\_ .

Rent is due on the \_\_\_\_\_ day of each month.

Rent shall be paid by the following method(s):

☐ Cash   ☐ Check   ☐ Money Order   ☐ Electronic Transfer (ACH/Zelle/Venmo)

☐ Other: \_\_\_\_\_

Payment instructions:

\_\_\_\_\_  
\_\_\_\_\_

### IV. LATE FEES AND RETURNED CHECKS

**Late Fees:** Pursuant to N.C. Gen. Stat. § 42-46, if rent is not paid within five (5) days of the due date, the Landlord may charge a late fee. The late fee shall not exceed fifteen dollars (\$15.00) or five percent (5%) of the monthly rent, whichever is greater.

**Returned Checks:** If a check is returned for insufficient funds, the Tenant shall pay a processing fee of \$ \_\_\_\_\_ (maximum \$35.00 pursuant to N.C. Gen. Stat. § 25-3-506).

### V. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$ \_\_\_\_\_ as a Security Deposit.

**Location of Deposit (REQUIRED BY N.C. Gen. Stat. § 42-50):**

The Landlord shall hold the Security Deposit in a trust account with the following licensed and insured bank or savings institution located in the State of North Carolina:

Name of Bank/Institution: \_\_\_\_\_

Address of Bank/Institution: \_\_\_\_\_

**Return of Deposit:** Pursuant to N.C. Gen. Stat. § 42-52, the Landlord shall return the Security Deposit to the Tenant within thirty (30) days after the termination of the tenancy and delivery of possession. If the Landlord retains any portion of the deposit, the Landlord must provide the Tenant with an itemized accounting of any damages or unpaid rent.

**VI. USE OF PREMISES**

The Premises shall be used exclusively as a private residence for the Tenant(s) listed in this Agreement and the following minor children/occupants:

\_\_\_\_\_  
\_\_\_\_\_

Guests staying more than \_\_\_\_\_ days without prior written consent of the Landlord is prohibited.

**VII. UTILITIES**

The parties agree that utilities and services shall be the responsibility of the following:

- ☐ Landlord   ☐ Tenant   - Electricity
- ☐ Landlord   ☐ Tenant   - Gas/Heating Fuel
- ☐ Landlord   ☐ Tenant   - Water/Sewer
- ☐ Landlord   ☐ Tenant   - Trash Collection
- ☐ Landlord   ☐ Tenant   - Cable/Internet
- ☐ Landlord   ☐ Tenant   - Lawn Care
- ☐ Landlord   ☐ Tenant   - Snow Removal

## **VIII. PETS**

☐ **No Pets Allowed.**

☐ **Pets Allowed.** The Tenant is permitted to keep the following pet(s):

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If pets are allowed, the Tenant shall pay a non-refundable pet fee of \$

\_\_\_\_\_ (permitted under N.C. Gen. Stat. § 42-51).

## **IX. MAINTENANCE AND REPAIRS**

### **Landlord's Obligations (N.C. Gen. Stat. § 42-42):**

The Landlord shall:

1. Comply with the current applicable building and housing codes.

2. Make all repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition.
3. Keep all common areas of the Premises in a safe condition.
4. Maintain in good and safe working order and promptly repair all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances supplied or required to be supplied by the Landlord.
5. Provide operable smoke detectors and carbon monoxide detectors as required by law.

**Tenant's Obligations (N.C. Gen. Stat. § 42-43):**

The Tenant shall:

1. Keep that part of the Premises that the Tenant occupies and uses as clean and safe as the condition of the Premises permits.
2. Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner.
3. Keep all plumbing fixtures in the Premises or used by the Tenant as clean as their condition permits.
4. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any person to do so.
5. Notify the Landlord immediately of any need for repairs.
6. Replace batteries in smoke detectors and carbon monoxide detectors as needed during the tenancy.

**X. RIGHT OF ENTRY**

The Landlord shall have the right to enter the Premises at reasonable times for the purpose of inspection, making necessary repairs, or showing the Premises to prospective buyers or tenants. Except in cases of emergency, the Landlord agrees to provide the Tenant with at least \_\_\_\_\_ hours notice prior to entry.

**XI. MILITARY SERVICE TERMINATION**

Pursuant to N.C. Gen. Stat. § 42-45, if the Tenant is a member of the United States Armed Forces and receives permanent change of station orders to depart fifty (50) miles or more from the Premises, or is prematurely or involuntarily discharged or released from active duty, the Tenant may terminate this Agreement by providing the Landlord with a written notice of termination and a copy of the official military orders or a verification signed by the Tenant's commanding officer.

## **XII. VICTIMS OF DOMESTIC VIOLENCE**

Pursuant to N.C. Gen. Stat. § 42-45.1, a Tenant who is a victim of domestic violence, sexual assault, or stalking may terminate this Agreement by providing the Landlord with written notice and the required documentation (such as a protective order or safety plan). The Tenant shall be liable for rent prorated to the effective date of the termination notice.

## **XIII. LEAD-BASED PAINT DISCLOSURE**

### **Check one:**

☐ The Premises was built prior to 1978. The Landlord has provided the Tenant with a "Protect Your Family from Lead in Your Home" pamphlet and any information regarding lead-based paint hazards in the Premises.

☐ The Premises was built in 1978 or later. No lead-based paint disclosure is required.

## **XIV. DEFAULT**

If the Tenant fails to pay rent when due or violates any other term of this Agreement, the Landlord may terminate this Agreement in accordance with North Carolina law.

1. **Failure to Pay Rent:** If rent is not paid within ten (10) days after a demand for payment is

made, the Landlord may file for Summary Ejectment pursuant to N.C. Gen. Stat. § 42-3.

2. **Breach of Lease:** If the Tenant breaches any other provision of this Agreement, the Landlord may terminate the tenancy upon providing proper notice as required by law.

## **XV. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

## **XVI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or representations. This Agreement may only be modified in writing and signed by both parties.

## **XVII. ADDITIONAL TERMS AND CONDITIONS**

The following additional terms apply to this Agreement:

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## **SIGNATURES**

### **LANDLORD:**

Signature: \_\_\_\_\_



Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

**TENANT:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

**NOTARY ACKNOWLEDGMENT**

State of North Carolina

County of \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_ (Landlord) and \_\_\_\_\_ (Tenant(s)) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature of Notary Public: \_\_\_\_\_

Printed Name of Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(SEAL)