

Addendum # 1 To Lease

The items below are listed in no order of importance but are all very important for you to understand.

- The parties stipulate that any action between the parties in which the monetary relief sought is for Ten Thousand and No/100 Dollars (\$10,000) or less, such action must be commenced in the Small Claims Court of Pitt County, North Carolina. If appeal is taken from a judgment of Small Claims Court to District Court, the parties agree thereafter that venue is proper and shall exclusively lie in the Courts of Wake County, North Carolina and the parties' consent to a motion to transfer such matter to the District Court of Wake County, North Carolina. The parties further stipulate that for any suit or claim between the parties in which the monetary relief sought is in excess of Ten Thousand and No/100 Dollars (\$10,000) venue shall be proper and lie exclusively in the Courts of Pitt County, North Carolina.
- You, the tenants, are individually and collectively responsible for the rent and damages according to the lease and NC law. All judgments in the judicial system are treated this way. We will pursue legal action when needed. Any issues with roommates wanting to leave the lease are not of our concern. We will expect payments in full no matter what the circumstances. You are responsible for the full lease term as the lease dates detail. You are responsible for all our attorney fees in enforcement of this lease.
- Rent must be in our hands by the first of the month or postmarked by the second of the month!!! Rent is due on the first of the month, not the fifth.
- All rent should be mailed to: **Mcadam Realty PO 30245 GREENVILLE, NC 27833**
- All late fees are considered rent. Any unpaid late fees and/or other unpaid rent will be deducted from the security deposit at the end of the lease agreement. Late fees should be paid at the time the late rent is paid.
- We have the right to visit the property at any time to evaluate the condition, make repairs, check on pet restrictions, and show the property to other prospective tenants. We will respect your privacy and quiet enjoyment otherwise.
- Electricity must always remain on to preserve the property and appliances. Electricity being turned off can stall compressors, damage interior finishes (nonconditioned air) and promote bug infestation in the home and appliance coils. Initials
- Contact us whenever a maintenance problem arises- roof leak, plumbing, electrical, Heating/Air Conditioning text 252-341-8331.
- Dogs and cats must be reported ASAP. Puppies and non-neutered cats are not allowed on the property. If not reported the pet rent will be \$75 per pet per month and not the \$25 per pet per month which is the normal charge. If we determine that there is a pet and no pet fees are presently being paid, we will raise charges (from the normal \$25) to \$75 per month and charge retroactively to when the lease began for the full \$75 per month. A non-refundable fee of \$300 plus \$75 per pet per month (pet fee triples and pet rent triples). Damage done by pets does not come from pet fees; it comes from your security deposit. It is recommended that you trim your pets' nails to minimize floor damage.

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Professional carpet cleaning and professional exterminating are required by you at your expense during and at the end of the lease. Receipts need to be provided to us.

- Rents paid after the fifth are late and you will be charged 5% of the total rent. If most of the rent is paid but not all then 5% of total aggregate rent is still due. The checks must not be in our hands by the fifth of the month not postmarked envelopes or checks simply dated on or before the 5th of the month.
- one check for the full rent is the only way rent is to be paid.
- No more than three persons-unrelated can occupy the property unless some of the tenants are related or the home has been issued a permit to allow 4 unrelated tenants. If the home has a permit, then 4 people will be on the lease agreement.
- Please clean up all trash, bottles, cans and cigarette butts daily. If we come by to clean up any trash, we will charge a minimum of \$25 and will not necessarily notify you. We will recover these charges however needed.
- Tenants are required to provide their own pest control, window treatments and washer and dryer unless the washer and dryer are already provided upon move-in.
- If you put garbage cans at the street for the city to pick up, please remove them promptly at the end of that day. Your lease with us requires you to purchase at least on large roll-out cart with attached lid and a second cart if heavy use occurs. All other cans except cans specifically marked as recycling are not allowed on the property and we will remove/dispose without notice. The City of Greenville on Beatty Street offers them for sale (or a similar type from Home Depot, Lowes, etc.). They are @ \$59 for a 96-gallon cart from the city and you can get a green one for regular trash and a blue one for recycling. Both are \$59 each. For more information contact the Public Works Department at 252-329-4527.
- Please keep trash in bags that are sealed. Put the trash bags in the trash cans with the attached lids closed.
- We will not pay to repair broken glass/doors etc. for any reason until we receive a police report of a break in from you, not the police. Until the time we receive a copy of a police report you are responsible for the repair expense.
- Parking Permits are available from the city for the portion of the street in front of your home. We suggest you purchase these permits. They are only a few dollars each and run from January to January.
- Conserve energy for your budget. Older houses are better built but less energy efficient. We have tried to seal all cracks, recondition exterior and interior or windows, install weather-stripping on doors, add insulation where feasible, repair walls, add extra layers of good quality primer and paint products on interior walls and exterior woodwork. Items that you can do (suggestions only): make sure you do not have running toilets or faucets, turn off lights often, use ceiling fans, keep thermostat at 75 degrees in the summer and 68 degrees in the winter, minimize water usage during teeth brushing, hand washing and showering. You can also purchase LED light bulbs that will save you a tremendous amount of energy for little dollars.

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- The Heat and Air Conditioning FILTER is your BEST way to save on your power bill. We will start you out with a new filter, but you need to change the filter once a month or more if you have pets. If the filter is dirty the heat/air conditioning will work constantly and run your power bill up to huge amounts.
- In regard to plumbing, all hair fallouts in showers should be put in trash cans and not in the drain. Also, all feminine products and contraceptives should be put in trash with tissue, not in the toilet. Major problems result from these two activities not being heeded. Any sewer backups that are a result of these issues will be billed back to the tenants.
- Vehicles are only allowed to be parked in areas classified as driveways. No parking on the grass is permitted. We will charge \$25 every time we find a car parked on the grass. We will take a photograph to prove the problem (s). The city may also charge a fine of \$50 or more in addition to our charge to you.
- Any persons evicted from the property will be responsible financially for the fullterm of the lease and will have to reimburse us for all attorney fees associated with any and all actions by us to collect rents, damages, eviction, pet restrictions, etc. There are also fees associated to the Summary Ejection as listed in your lease agreement.
- DEPOSITS: WE DO NOT WANT TO KEEP YOUR DEPOSIT; we would much rather not have to do any repair work to the house due to your abuse or negligent behavior. If you take care of the property, then you will get all of your deposit back within 30 days of your ending release date. The house must be deep-cleaned, and the carpets must be properly shampooed. When you have pets then we expect for the carpets to be cleaned by a professional only. Excessive posters and holes in the walls will require spackling, sanding and most likely painting. "Going the extra mile," as in anything, will help ensure that your friends and roommates will respect the home, thus ending your lease/contract with us amicably. It seems so often that landlords are made out to be "Bad Guys" when anything is disputed in regard to the damage security deposit. If you do your end of the deal, we will do ours and return your deposit. It is that simple! We hope that our excellent product and timely service throughout the lease term proves that.
- ALL LEASES END 5 DAYS PRIOR TO THE LAST DAY OF THE MONTH OF YOUR LEASE- REMEMBER THIS!! If you or your furnishings are still in the property beyond that date, then the daily rate of rent will be 4 TIMES your normal daily rate. The property must be completely cleaned/fixed by this date as well. You must schedule a walk-thru with us for this day or prior, but the home must be vacated and completely done. Electricity must be on as well. If we have to clean/repair the property after this date, then we will also charge you for the electricity connection and usage fees associated with preparing the property for the next tenant. The full months' rent is still required for the last month of the lease even though the lease ends 5 days prior to the end of the month.
- Late fees are due at time of payment of the current month's rent. All late fees are considered part of your rent. Any unpaid late fees and/or other unpaid rent will be deducted from the security deposit at the end of the lease agreement. Late fees should be paid at the time the late rent is paid.
- If your property needs a gas connection for hot water or for gas heat you will need to have the gas turned on at the same time as you have your electricity turned on to the home even if it is in the summer and gas heat is not needed at that time. If the gas is not turned on and left off Greenville Utilities requires a "Pressure Test" to be conducted before they will allow the gas to be turned on and that test WILL COST SEVERAL HUNDRED DOLLARS and that will be paid AT YOUR EXPENSE. So go ahead and turn the gas on at the same time you have the water and electricity turned on to your home to save you that expense.

Subletting is not Allowed.

Tenants agree that the home is taken "AS IS" without any repairs or changes that are not specifically listed on the lease agreement.

Tenants understand and agree that the owner has two weeks from lease start date to complete any painting or repairs needed from the previous tenants. This includes listed repair items and pest control.

Tenant Initials _____, _____, _____