

RESIDENTIAL RENTAL CONTRACT

IN CONSIDERATION of the rent described below and the mutual promises made to each other, ADAM ZINN ("Landlord")

301 Montclair Way, Chapel Hill, NC 27516 leases and rents to:

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

("Tenant") and Tenant does hereby lease and rent from Landlord the Premises more particularly described below in accordance with the following terms and conditions:

1. The Premises: Located in the City of Chapel Hill, County of Orange, State of North Carolina, being known as and more particularly described as: \_\_\_\_\_

2. Term: The term of this lease shall be for 12 MONTHS commencing 9:00 AM \_\_\_\_\_ and expiring 5:00 PM \_\_\_\_\_ (the "Initial Term").

3. Rent: Tenant shall pay, without notice, demand or deduction, to Landlord or as Landlord directs, FULL SUM RENT OF \_\_\_\_\_ \$ per year divided into MONTHLY payments in the amount of \_\_\_\_\_. The first rental payment shall be due on \_\_\_\_\_. Thereafter, all rentals shall be paid in advance on or before the FIRST (1<sup>ST</sup>) day of each subsequent calendar MONTH for the duration of the tenancy. WE DO NOT PRO RATE RENTS

4. Late Payment Fees and Returned Check Fees: If any rental payment is not received by midnight on the FIFTH (5<sup>TH</sup>) day after it is due, Tenant shall pay a late payment fee of 5% OF RENTAL PAYMENT. (NOTE: North Carolina Law provides that the late fee may not exceed \$15.00 or five percent (5%) of the rental payment, whichever is greater.) This late payment fee shall be due immediately without demand thereof and shall be added to and paid with the late rental payment. Tenant also agrees to pay a \$25.00 processing fee for each check of Tenant that is returned by the financial institution because of insufficient funds or because the Tenant did not have an account at the financial institution. (NOTE: The maximum processing fee allowed under North Carolina Law is \$25.00)

5. Tenant Security Deposit: Tenant shall deposit with LANDLORD the sum of \$ \_\_\_\_\_ as security deposit ("Tenant Security Deposit"), to be administered in accordance with the North Carolina Tenant Security Deposit Act (N.C.G.S. § 42-50 et. seq.)

THE TENANT SECURITY DEPOSIT MAY, IN THE DISCRETION OF THE LANDLORD, BE DEPOSITED IN ANINTEREST-BEARING ACCOUNT WITH THE LANDLORD'S BANK OR SAVINGS INSTITUTION. ANY INTEREST EARNED UPON THE TENANT SECURITY DEPOSIT SHALL ACCRUE FOR THE BENEFIT OF, AND SHALL BE PAID TO, THE LANDLORD, OR AS THE 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.

Upon any termination of the tenancy herein created, the Landlord may deduct from the Tenant Security Deposit amounts sufficient to pay:

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(1) any damages sustained by the Landlord as a result of the Tenant's nonpayment of rent or non-fulfillment of the Initial Term or any renewal periods, including the Tenant's failure to enter into possession; (2) any damages to the Premises for which the Tenant is

responsible; (3) any unpaid bills which become a lien against the Premises due to the Tenant's occupancy; (4) any costs of re-renting the Premises after a breach of this lease by the Tenant; (5) any court costs incurred by the Landlord in connection with terminating the tenancy; and (6) any other damages of the Landlord which may then be a permitted use of the Tenant Security Deposit under the laws of this State. After having deducted the above amounts, the Landlord shall, if the Tenant's address is known to him, refund to the Tenant, within thirty (30) days after the termination of the tenancy and delivery of possession, the balance of the Tenant Security Deposit along with an itemized statement of any deductions. If the Tenant's address is unknown to the Landlord, the Landlord may deduct the above amounts and shall then hold the balance of the Tenant Security Deposit for the Tenant's collection for a six-month period beginning upon the termination of the tenancy and delivery of possession by the Tenant. If the Tenant fails to make demand for the balance of the Tenant Security Deposit within the six-month period, the Landlord shall not thereafter be liable to the Tenant for a refund of the Tenant Security Deposit or any part thereof.

6. Tenants Obligations: Unless otherwise agreed upon, the Tenant shall:

- a. use the Premises for residential purposes only and in a manner so as not to disturb the other tenants;
- b. not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;
- c. keep the Premises, including but not limited to all plumbing fixtures, facilities and appliances, in a clean and safe condition;
- d. cause no unsafe or unsanitary condition in the common areas and remainder of the Premises used by him;
- e. comply with any and all obligations imposed upon tenants by applicable building and housing codes;
- f. 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;
- g. 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;
- h. not deliberately or negligently destroy, deface, damage or remove any part of the Premises (including all facilities, appliances and fixtures) or permit any person, known or unknown to the Tenant, to do so;

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- i. be responsible for and liable to the Landlord for all damage to, defacement of, or removal of property from the Premises  
whatever the cause, except such damage, defacement or removal caused by ordinary wear and tear, acts of the Landlord, his agent, or of  
third parties not invitees of the Tenant, and natural forces;
- j. permit the Landlord (and the Landlord hereby reserves the right to) to enter the Premises during reasonable hours for the  
purpose of (1) inspecting the Premises and the Tenant's compliance with the terms of this lease; (2) making such repairs, alterations,  
improvements or additions thereto as the Landlord may deem appropriate; and (3) showing the Premises to prospective purchasers or  
tenants. (The Landlord shall have the right to display "For Sale" or "For Rent" signs in a reasonable manner upon the Premises);
- k. pay the costs of all utility services to the Premises which are billed directly to the Tenant and not included as a part of the  
rentals, including, but not limited to, water, electric, telephone, Internet and gas services;
- l. conduct himself and require all other persons on the Premises with his consent to conduct themselves in a reasonable  
manner and so as not to disturb other tenants' peaceful enjoyment of the Premises; and
- m. not abandon or vacate the Premises during the Initial Term or any renewals or extensions thereof. Tenant shall be deemed to  
have abandoned or vacated the Premises if Tenant removes substantially all of his possessions from the Premises.
- n. PLEASE SEE ATTACHED RULES AND REGULATIONS

7. Landlord's Obligations: Unless otherwise agreed upon, the Landlord shall:

- a. comply with the applicable building and housing codes to the extent required by such building and housing codes;
- b. 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 6.h. and i. above, the Tenant shall be liable to the Landlord for any repairs necessitated by the Tenant's  
intentional or negligent misuse of the Premises;
- c. keep all common areas, if any, used in conjunction with the Premises in a clean and safe condition; and
- d. promptly repair all facilities and appliances, if any, as may be furnished by the Landlord as part of the Premises, including  
electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems, provided that the Landlord, except in emergency situations,  
actually receives notification from the Tenant in writing of the needed repairs. In accordance with paragraph 6.h. and i. above, the Tenant  
shall be liable to the Landlord for any repairs to any facility or appliance necessitated by the Tenant's intentional or negligent misuse or  
improper operation of them.

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8. Rules and Regulations: The Tenant, his family, guests and agents shall comply with and abide by all the Landlord's existing rules and regulations and such future reasonable rules and regulations as the Landlord may, at Landlord's discretion, from time to time, adopt governing the use and occupancy of the Premises and any common areas used in connection with them (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 from time to time; provided, however, such changes and additions shall not alter the essential terms of this lease or any substantive rights granted hereunder and shall not become effective until thirty (30) days' written notice thereof shall have been furnished to Tenant. A copy of the existing Rules and Regulations is attached hereto and the Tenant acknowledges that he has read them. The Rules and Regulations shall be deemed to be a part of this lease giving to the Landlord all the rights and remedies herein provided.

9. Pets: Tenant SHALL NOT keep or harbor in or about the Premises any animals or pets of any kind including, but not limited to, dogs, cats, birds and marine animals.

10. Alterations: The Tenant shall not paint or decorate the Premises or make any alterations, additions, or improvements in or to the Premises without the Landlord's prior written consent and then only in a workmanlike manner using materials and contractors approved by the Landlord. All such work shall be done at the Tenant's expense and at such times and in such manner as the Landlord may approve. All alterations, additions, and improvements upon the Premises, made by either the Landlord or Tenant, shall become the property of the Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.

11. Permitted Occupants: The Tenant shall not allow or permit the Premises to be occupied or used as a residence by any person other than Tenant and the following named persons:

12. Rental Application: In the event the Tenant has submitted a Rental Application in connection with this lease, Tenant acknowledges that the Landlord has relied upon the Application as an inducement for entering into this Lease and Tenant warrants to

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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, the Landlord shall have the right to terminate the tenancy and to collect from Tenant any damages resulting therefrom.

13. Termination for Military Transfer: If Tenant is a member of the United States Armed Forces who (i) has received permanent change of station orders to move fifty (50) miles or more from the Premises or (ii) is prematurely or involuntarily discharged or relieved from active duty with the United States Armed Forces, Tenant may terminate this lease by written notice of termination to Landlord stating the effective date of such termination, which date shall not be less than thirty (30) days after receipt of notice by Landlord, provided such notice is accompanied by a copy of the official orders of such transfer, discharge or release from active duty or a written verification signed by the Tenant's Commanding Officer. The final rent due by Tenant shall be prorated to such date of termination and shall be payable, together with liquidated damages in the amount of (a) one (1) month's rent for the Premises, if less than six (6) months of the term of the lease have elapsed as of the effective date of termination, or (b) the amount of one-half (1/2) of one (1) month's rent, if more than six (6) months but less than nine (9) months of the term of the lease have elapsed as of the effective date of such termination; provided, however, no liquidated damages shall be due unless Tenant has completed less than nine (9) months of the tenancy and Landlord has suffered actual damage due to the loss of the tenancy. Upon Tenant's compliance with all the requirements of this paragraph, Landlord shall release Tenant from all obligations hereunder and this lease shall terminate. The Tenant Security Deposit shall be returned, subject to the provisions of paragraph 5 above.

14. Tenant's Duties Upon Termination: Upon any termination of the Tenancy created hereby, whether by the Landlord or the Tenant and whether for breach or otherwise, the Tenant shall: (1) pay all utility bills due for services to the Premises for which he is responsible; (2) vacate the Premises removing therefrom all Tenant's personal property of whatever nature; (3) properly sweep and clean the Premises, including plumbing fixtures, refrigerators, stoves and sinks, removing therefrom all rubbish, trash, garbage and refuse; (4) make such repairs and perform such other acts as are necessary to 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,

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Tenant shall not be responsible for ordinary wear and tear or for repairs required by law or by paragraph 7 above to be performed by Landlord; (5) fasten and lock all doors and windows; (6) return to the Landlord all keys to the Premises; and (7) notify the Landlord of the address to which the balance of the Security Deposit may be returned. If the Tenant fails to sweep out and clean the Premises, appliances and fixtures as herein provided, Tenant shall become liable, without notice or demand, to the Landlord for a cleaning fee. Such fee shall: (i) reflect the actual costs of cleaning (over and above ordinary wear and tear) and (ii) be deducted from the Security Deposit as provided in paragraph 5 above.

15. Tenant's Default: In the event the Tenant shall:

- a. fail to pay the rentals herein reserved as and when they shall become due hereunder; or
- b. fail to perform any other promise, duty or obligation herein agreed to by him or imposed upon him by law and such failure

shall continue for a period of five (5) days from the date the Landlord provides Tenant with written notice of such failure,

then in either of such events and as often as either of them may occur, the Landlord, in addition to all other rights and remedies

provided by law, may, at its option and with or without notice to Tenant, either (i) terminate this lease or (ii) terminate the Tenant's right to

possession of the Premises without terminating this lease. Regardless of whether Landlord terminates this lease or only terminates the

Tenant's right of possession without terminating this lease, Landlord shall be immediately entitled to possession of the Premises and the

Tenant shall peacefully surrender possession of the Premises to Landlord immediately upon Landlord's demand. In the event Tenant shall

fail or refuse to surrender possession of the Premises, Landlord shall, in compliance with Article 2A of Chapter 42 of the General Statutes

of North Carolina, re-enter and retake possession of the Premises only through a summary ejectment proceeding.

In the event Landlord

terminates this lease, 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 the Tenant's breach. In the event Landlord terminates the Tenant's right of possession

without terminating this lease, 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 the Landlord for any deficiency. In the event Landlord institutes a legal action against

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the 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. Note: No fees may be deducted from the Tenant Security Deposit until the termination of the tenancy. Thereafter, any fees due the Agent from the Landlord may be deducted from any portion of the Security Deposit due the Landlord.

16. Landlord's Default; Limitation of Remedies and Damages: Until the Tenant notifies the Landlord in writing of an alleged default and affords the Landlord a reasonable time within which to cure, no default by the 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 lease and the Tenant shall have no right to terminate this lease for any such default or suspend his performance hereunder. In any legal action instituted by the Tenant against the Landlord, the Tenant's damages shall be limited to the difference, if any, between the rent reserved in this lease and the reasonable rental value of the Premises, taking into account the Landlord's breach or breaches, and in no event, except in the case of the Landlord's willful or wanton negligence, shall the 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.

17. Removal, Storage and Disposition of Tenant's Personal Property:  
a. Ten days after being placed in lawful possession by execution of a writ of possession, the Landlord may throw away, dispose of, or sell all items of personal property remaining on the Premises. During the 10-day period after being placed in lawful possession by execution of a writ of possession, the Landlord may move for storage purposes, but shall not throw away, dispose of, or sell any items of personal property remaining on the Premises unless otherwise provided for in Chapter 42 of the North Carolina General Statutes. Upon the Tenant's request prior to the expiration of the 10-day period, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon. If the Landlord elects to sell the property at public or private sale, the Landlord shall give written notice to the Tenant by first-class mail to the Tenant's last known address at least seven days prior to the day of the sale. The seven-day notice of sale may run concurrently with the 10-day period which allows the Tenant to request possession of the property. The

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written notice shall state the date, time, and place of the sale, and that any surplus of proceeds from the sale, after payment of unpaid rents, damages, storage fees, and sale costs, shall be disbursed to the Tenant, upon request, within 10 days after the sale, and will thereafter be delivered to the government of the county in which the rental property is located. Upon the Tenant's request prior to the day of the sale, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon. The Landlord may apply the proceeds of the sale to the unpaid rents, damages, storage fees, and sale costs. Any surplus from the sale shall be disbursed to the Tenant, upon request, within 10 days of the sale and shall thereafter be delivered to the government of the county in which the rental property is located.

b. If the total value of all property remaining on the Premises at the time of execution of a writ of possession in an action for summary ejectment is less than one hundred dollars (\$100.00), then the property shall be deemed abandoned five days after the time of execution, and the Landlord may throw away or dispose of the property. Upon the Tenant's request prior to the expiration of the five-day period, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon.

18. Bankruptcy: If any bankruptcy or insolvency proceedings are filed by or against the Tenant or if the Tenant makes any assignment for the benefit of creditors, the Landlord may, at his option, immediately, terminate this Tenancy, and re-enter and repossess the Premises, subject to the provisions of the Bankruptcy Code (11 USC § 101, et. seq.) and the order of any court having jurisdiction thereunder.

19. Insurance; Release and Indemnity Provisions: The 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 the Tenant secures such insurance, the Landlord and his agents shall not be liable for any damage to, or destruction or loss of, any of the 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 the Landlord. Landlord agrees to maintain throughout the term of this lease property insurance covering loss or damage to the Premises and improvements (excluding Tenant's property) by fire, lightning, water, wind and such other perils as are included in a standard "special causes of loss form" property insurance policy with in an amount no less than \$1,000,000. The Tenant agrees to release and indemnify the Landlord and his agents from and against liability for injury to the person of the 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 the Landlord or his agents; provided, however, that the Landlord's liability for negligent acts shall be limited to sums recoverable from Landlord's liability insurance carrier as long as Landlord has liability insurance in place in amounts no less than \$1,000,000. Tenant specifically agrees to refrain from seeking recourse against Landlord for damages, costs and expenses in excess of such liability insurance policy.

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20. Agent: The Landlord and the Tenant acknowledge that the Landlord, may, from time to time in his discretion, engage a third party ("the Agent") to manage, supervise and operate the Premises or the complex, if any, of which they are a part. With respect to any Agent engaged pursuant to this paragraph, the Landlord and the 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 the Landlord and Agent; (3) Agent may perform without objection from the Tenant, any obligation or exercise any right of the Landlord imposed or given herein by law and such performance shall be valid and binding, if authorized by the Landlord, as if performed by the Landlord; (4) the Tenant shall pay all rentals to the Agent if directed to do so by the Landlord; (5) except as otherwise provided by law, the Agent shall not be liable to the Tenant for the nonperformance of the obligations or promises of the Landlord contained herein; (6) nothing contained herein shall modify the management contract existing between the Landlord and the Agent; however, the Landlord and the Agent may from time to time modify the management agreement in any manner which they deem appropriate; (7) the 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.

21. Form: The 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. The Landlord and Tenant agree that the courts shall liberally and broadly interpret this lease, 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, plus Landlord's "Rules and Regulations" provided at time lease is signed, shall control over the preprinted language when there is an inconsistency between them; (2) the lease shall not be strictly construed against either the Landlord or the Tenant; (3) paragraph headings are used only for convenience of reference and shall not be considered as a substantive part of this lease; (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 lease shall not affect the validity of any other provisions hereof and this lease shall be construed and enforced as if such invalid provision(s) were not included.

22. Amendment of Laws: In the event that subsequent to the execution of this lease any statute regulating or affecting any duty or obligation imposed upon the Landlord pursuant to this lease is enacted, amended, or repealed, the 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 lease.

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23. Eminent Domain and Casualties: The Landlord shall have the option to terminate this lease if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damaged by fire or other casualty.

24. Other Terms and Conditions:

a. The Premises were not built prior to 1978 (no disclosure for Lead-Based Paint required)

b. If there is an Agent involved in this transaction, Agent hereby discloses to Tenant that Agent is acting for and represents

Landlord

c. The following additional terms and conditions shall also be a part of this lease: SEE 24.d.

d. Itemize all addenda to this Contract and attach hereto: RENTER CONTACT INFORMATION SHEET, RULES & REGULATIONS, AND PARENT GUARANTEES FOR EACH TENANT

25. Smoke Detectors: Pursuant to North Carolina General Statutes § 42-42, the Landlord shall provide operable smoke detectors, either battery-operated or electrical, having an Underwriters' Laboratories, Inc., listing or other equivalent national testing laboratory approval, that are installed in accordance with either the standards of the national Fire Protection Association or the minimum protection designated in the manufacturer's instructions. The Landlord shall repair or replace the smoke detectors provided the Landlord is notified in writing by the Tenant. The Landlord shall place new batteries in any battery-operated smoke detectors at the beginning of the initial term of the Tenancy; THE TENANT SHALL REPLACE THE BATTERIES AS NEEDED DURING THE TENANCY.

26. Notice: Any notices required or authorized to be given hereunder or pursuant to applicable law shall be mailed or hand delivered to the following addresses: Tenant: \_\_\_\_\_  
Landlord: ADAM ZINN, 301 Montclair Way, CHAPEL HILL, NC 27516

27. Assignment: The Tenant shall not assign this lease or sublet the Premises in whole or part unless first agreed to by Landlord.

28. Waiver: No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise

29. Execution; Counterparts: When Tenant signs this lease, he acknowledges that he has read and agrees to the provisions of this lease. This lease is executed in TWO (2) counterparts with an executed counterpart being retained by: ONE COPY –

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**Zinn Brothers, LLC**  
dba Adam and Omar Zinn  
301 Montclair Way Chapel Hill, NC 27516  
(919) 422-6477  
[adam@zinncompanies.com](mailto:adam@zinncompanies.com)

## TENANT PROCEDURES

### RENT

- Rent is due on the 1<sup>st</sup> day of each month. We do NOT accept cash payments. Only ONE rent check per month per property. \$10 administrative fee will be charged for each additional check received.**
- After the 5<sup>th</sup> day of the month, a 5% late fee will be charged;** please include late fee with your rent check.  
After the 15<sup>th</sup> of the month we will file court papers, at tenant's expense, in small claims court for collection.
- Rent payments can be made as follows:
  1. Mailed to 301 Montclair Way, Chapel Hill, NC 27516 (**MUST** be received by the 5<sup>th</sup>)
  2. Delivered to the rental office (same address as above). After-hours drop box is available on front door
- The INNAGO payment portal is now available.**
- Make all rent checks payable to: Adam Zinn
- Rent must be received **in full** no later than midnight on the 5<sup>th</sup> day of each month to avoid late fees
- A returned check of \$25 will be charged for all insufficient funds (NSF) checks and, in most cases, a 5% late fee charge. Please bring a money order to the rental office for the amount owed, including all fees.**
- After one NSF check, only money orders or cashier's checks will be accepted for rental payments.**
- Rent checks received without the property address notated may result in late fees.

### MOVE-IN

- Complete and return the *Move-In Inspection Form* provided to record the condition of your residence at occupancy.** Failure to return the form within 10 days of occupancy may jeopardize the return of your full security deposit.
- At your request, a copy of all signed rental documents will be provided to you, as well as any additional rules/regulations of the condominium or homeowners association (if applicable).
- All carpets have been cleaned prior to your move-in. Your signature below indicates you agree to have all carpets professionally cleaned upon move-out by a licensed professional, AND to provide a copy of the receipt upon move-out.**
- Carpet cleaning must be done after all belongings are removed to ensure complete and satisfactory cleaning.
- Your home was professionally cleaned in accordance with Zinn Bros. standards prior to your move-in. We understand definitions of cleanliness can vary greatly. However, you are accepting the cleanliness of the home as-is.
- Zinn Bros. is not responsible for the installation of cable or phone service. If you wish to have service or additional jacks installed, you must obtain written permission from Zinn Bros. You are responsible for all

associated costs.

- During your tenancy, Zinn Bros. does not change light bulbs or filters for the A/C returns.

### MAINTENANCE REQUESTS

**ALL MAINTENANCE REQUESTS MUST BE SUBMITTED BY E-MAIL TO [adam@zinncompanies.com](mailto:adam@zinncompanies.com)**  
(EXCEPT EMERGENCY REQUESTS).

**NON-EMERGENCY REQUESTS WILL NOT BE ACCEPTED VIA TELEPHONE. NO EXCEPTIONS.**

Failure to provide complete information regarding your maintenance request may delay our response time.

**EMERGENCY REQUESTS** can be reported any time by:

1. Calling the rental office at 422-6477, Monday-Friday 9:00am-5:00pm
2. Night or weekends: 919-422-6477

**\*\*NON-EMERGENCY CALLS MADE AFTER HOURS WILL RESULT IN \$100 FINE\*\***

#### NOTE:

Always check your breaker box and GFCI reset switches if you are experiencing electrical problems

If you have a water problem, turn off the water to your unit immediately.

You will be charged for any unnecessary maintenance call or for any maintenance issue that is caused by you (clogged toilet, sink disposal, etc.).

You are responsible for changing all heating/AC filters **AT LEAST EVERY 3 MONTHS. Failure to do so may result in damage to the system and/or a service call at the expense of the tenant.**

### MAINTENANCE REQUEST EXAMPLES

**EMERGENCY:** Water leak of ANY kind, lack of heat if exterior temperature is  $< 55^{\circ}$ , lack of AC if external

temperature is  $> 90^{\circ}$

**NON-EMERGENCY:** Broken garbage disposal or other appliance, clogged toilet, no hot water

### SMOKE DETECTORS, CARBON MONOXIDE DETECTORS, HARDWOOD FLOORS, PESTS, MOLD & PETS

The smoke detectors and Carbon Monoxide (CO) detectors (if applicable) in your unit were inspected and the batteries were replaced prior to your occupancy.

You **MUST** check all detectors periodically and install fresh batteries as needed.

**IF THE CO DETECTOR ALARMS:** contact the gas company, ventilate and vacate the property.

**NEVER** move, tamper with, or disconnect detectors.

**A DISCONNECTED OR TENANT-DAMAGED SMOKE OR CO DETECTOR WILL RESULT IN A FINE.** North

Carolina law allows property owners to fine tenants up to \$100 if the tenant does not reimburse the property

owner for the repair and replacement of a damaged smoke detector within 30 days.

Hardwood floors require special care and can be easily damaged. We recommend you inspect hardwood floors

before and after your moving company has moved your belongings in/out. Movers are notorious for damaging

floors, but may be responsible for the cost of repairs if you identify the problem immediately.

- ANY gouge in the hardwood floors may require ALL adjacent hardwood be refinished to properly repair.**
- The cost to refinish hardwood floors can be significant. Take extra care with hardwood floors.**
- Zinn Bros. does **NOT** exterminate for any pests including roaches, ants, centipedes, bedbugs, mice, snakes, and squirrels.
- You must notify Zinn Bros. immediately if you believe MOLD is present in your property and we will investigate.
- Zinn Bros. is **NOT** liable for any health problems or property damage due to the presence of mold.
- You must obtain written permission from Zinn Bros. before obtaining a pet of any kind. Additional deposits, fees, or increase in monthly rent may apply. **If tenant has a pet living on the premise without permission and without paying both the deposit and monthly fee they will be fined \$100 per month.**

#### **MOVE-OUT AND SECURITY DEPOSIT RETURNS – PLEASE READ CAREFULLY!**

**IMPORTANT: We expect the property to be returned at the end of the lease in the same condition it was at move in less normal wear and tear. The tenant is responsible for having the house professionally cleaned AND having the carpets professionally cleaned (receipts required). If it was not professionally cleaned Zinn Bros will hire cleaners and deduct \$1000 from the security deposit and deduct \$500 from the security deposit for not cleaning the carpets.**

- Some properties designated by Zinn Bros. as student rentals may require Tenants to make renewal/move-out decisions as early as August of each year for the next academic year.
- If you desire to move out before the end of your lease period, understand you are legally responsible for paying rent through the end of the lease period. You may find a new tenant to move in for the remainder of your lease period and/or beyond who will pay the remaining rent for you. You may advertise for the new tenant at your expense (they must submit an application and be approved by Zinn Bros. prior to move-in).**
- You will be charged rent until your keys are turned into the Zinn Bros. rental office or to Zinn Bros. management.
- All keys must be brought to the Zinn Bros. rental office upon move-out or left in a designated location at the house. Failure to return **ALL** keys will result in the locks being changed and the cost will be deducted from your security deposit.
- Your entire unit must be professionally cleaned upon move-out. You must provide Zinn Bros. with a receipt from a licensed carpet cleaning professional and a professional cleaner or you will be charged \$1000 for cleaning and \$500 for carpet cleaning.**
- NOTE: A rented carpet cleaning machine receipt will NOT be accepted as professional cleaning!**
- To refund your security deposit, we must have your forwarding address and telephone number.
- Your security deposit cannot be applied toward your final month's rent.
- Your security deposit will be returned to you within 30 days of your lease end date and receipt of **ALL** keys.
- The property must be left clean, with no damage, for a full refund of your security deposit.

- All properties are **NON-smoking and DO NOT allow pets** (unless specified in the lease). Evidence of smoking or of unauthorized pets will result in a substantial deodorization charge.

### **SHOWING THE PROPERTY TO NEW TENANTS**

- We have the right to show the property to prospective tenants in order to re-rent it.
- We may begin showings at any time before the end of your lease, depending on market conditions and the nature of your specific property. Some properties designated by Zinn Bros. as a student rental will be shown beginning in August of each year, which may be up to 11 months before the end of your lease.
- We have the right to place a combination lock box on the property, place a sign in the yard (if neighborhood covenants allow the placement of signs), advertise the property for rent, and allow member of agents of the Multiple Listing Service to show the property.
- You must cooperate with showings when notified, including weekends.
- All prospective renters who view the property will be accompanied by a member of the Zinn Bros. staff.
- PLEASE NOTE: We place photos of our available properties online so that prospective renters may see them. This reduces the number of showings. Most properties re-rent after 3-4 showings.

### **LOCK-OUT & LOCKS**

- If you lock yourself out, a key may be checked out by a lessee at the Zinn Bros. rental office between normal business hours (M-F 9AM-5PM), with a \$25 cash deposit. Keys must be returned same day by 5PM for deposit refund.
- After normal hours, you will be charged a \$100.00 lock-out fee, due immediately upon unlocking the unit.**
- You may **NOT** replace any locks in your unit without prior written permission from Zinn Bros.
- If granted permission to change your locks, you MUST provide 2 sets of keys to Zinn Bros. the SAME day the change is made. Failure to do so will result in a \$100 administrative charge to your account.**
- It is prohibited to install keyed locks on any interior doors.

### **INSURANCE**

- Your personal belongings are not covered by the home or apartment owner's insurance.**
- To protect your personal belongings, we suggest that you acquire renter's insurance to protect your belongings in the event of fire, flood, theft, or other accident. Most automobile insurers can offer renter's insurance

**IMPORTANT NUMBERS**

Duke Energy 800-777-9898

Public Service Gas Company (PSNC) 877-776-2427

Orange Water and Sewer Authority 919-968-4421

**NOTE:**

- All utilities connected under Zinn Bros. will be disconnected on the day you move in.
- Utility companies require a 24-hour notice to provide service in your name, and additional delays may apply if you are new to the service area. Plan ahead to ensure you have utilities on the day your lease begins.
- Failure to transfer utilities to your name within 3 days of the beginning of your lease will result in a \$100 administrative fee.

**SHOWING PROCEDURES**

- At such time that Zinn Bros. determines it must market your property, you must cooperate with showings when notified, including weekends. Please initial the notification period you agree to below:  
 \_\_\_\_\_ I prefer a courtesy call or e-mail from Zinn Bros. 2 hours in advance.  
 \_\_\_\_\_ I have a pet. I prefer a courtesy call from Zinn Bros. 4 hours prior to accommodate restraining or removing my pet.

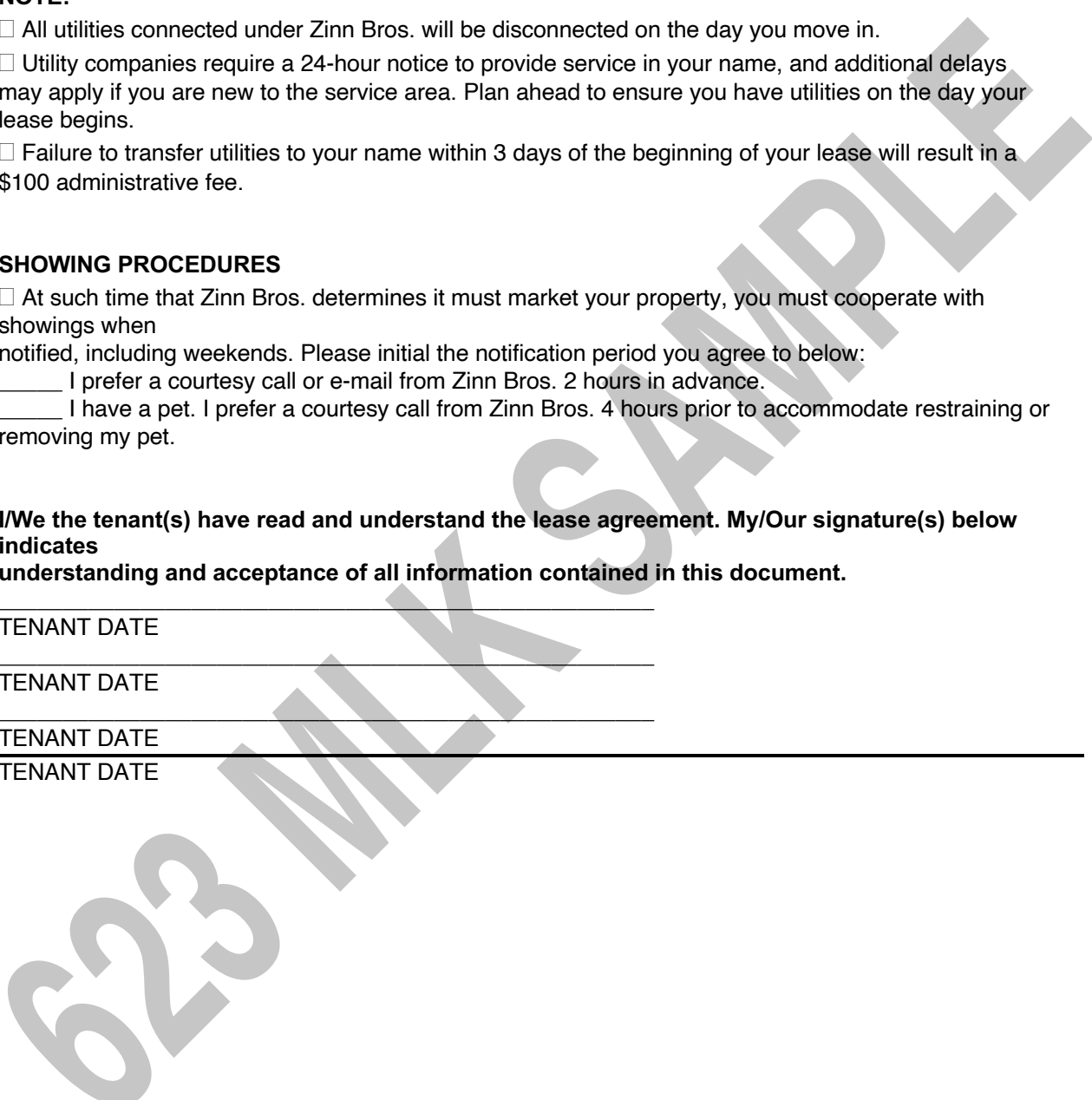
**I/We the tenant(s) have read and understand the lease agreement. My/Our signature(s) below indicates understanding and acceptance of all information contained in this document.**

\_\_\_\_\_  
TENANT DATE

\_\_\_\_\_  
TENANT DATE

\_\_\_\_\_  
TENANT DATE

\_\_\_\_\_  
TENANT DATE



**Zinn Bros. LLC**  
dba Adam and Omar Zinn  
301 Montclair Way Chapel Hill, NC 27516  
(919) 422-6477  
[adam@zinncompanies.com](mailto:adam@zinncompanies.com)

## **MAINTENANCE ADDENDUM**

PROPERTY ADDRESS:

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**PURPOSE.** The purpose of this Addendum is to give you, the Tenant, specific examples of things you are responsible for maintaining during the term of your lease so that you will have a better understanding of your obligations under the lease. It does not list everything you are responsible for maintaining. Depending on what type of residence you are leasing (apartment, single-family house, duplex, condominium, etc.) and what kind of improvements it contains, some items on the following list may not apply to you. **GOOD HOUSEKEEPING IS EXPECTED OF EVERYONE.**

### **VEHICLES.**

- You and your guests may park only in designated areas and not on the grass
- Keep driveways free of oil and grease
- Do not keep inoperable or unlicensed vehicles on the property
- You and your guests may not work on motor vehicles in the parking lot of the complex

### **LIGHTS, FILTERS, FUSES, ETC.**

- Replace burned-out electric light bulbs and blown fuses
- Reset tripped circuit breakers and oven timers
- Leave working light bulbs in all electrical sockets at end of tenancy
- Relight oil or gas furnaces and hot water heaters
- Replace heating/air conditioning filters at least every three months
- Leave new filter in the air return at end of tenancy

### **CARPETS**

- Use a professional carpet cleaning service to steam clean carpets unless you have written permission to clean them yourself
- If hardwood floors – Damp mop only – Proper hardwood floor cleaner only

#### **FIRE SAFETY**

- If you have never used a fireplace before, ask for instruction on how to use it
  - Do not store ashes in trash cans
  - Do not build a wood fire in a fireplace that has connections for gas logs
  - Do not use kerosene heaters
  - Do not use grills within 10 feet (horizontally or vertically) of anything that will burn
- WATER LINES.** To help prevent water lines from freezing and bursting during cold weather:
- Allow water to trickle and place lights as appropriate
  - If you are going to be away from home, have water turned off and water lines drained or leave sufficient heat in the house
  - Disconnect garden hoses from the outside faucets
  - Sufficient heat is defined as 55 degrees or warmer

#### **PEST EXTERMINATION**

- Keep the Premises free from visible infestations of roaches, ants, hornets, bees, mice and other pests

#### **LOCKS**

- Do not change or remove any existing locks or add any additional locks without written permission from Zinn Bros.
- Immediately provide keys for any changed or additional locks to Zinn Bros.

#### **MOLD AND MILDEW.** To help prevent mold and mildew from accumulating in the Premises:

- Clean and dust the Premises on a regular basis
- Remove moisture on windows, walls, and other surfaces as soon as possible
- Immediately notify Zinn Bros. of any evidence of a water leak or excessive moisture or standing water
- Immediately notify Zinn Bros. of the presence of mold, mildew, or similar growth in the Premises after you have attempted to remove it using common household cleaning solutions or anti-microbial products
- Immediately notify Zinn Bros. of any malfunction of any part of the heating, ventilation, air conditioning, plumbing, or laundry systems
- Immediately notify Zinn Bros. of any inoperable doors or windows

#### **EXTERIOR MAINTENANCE**

- Zinn Bros. will maintain the grass, plants, bushes, etc. around the house
- Keep the porches, patios, balconies, and front and back yards free of clutter, unsightly items, and other personal articles

Notify Zinn Bros. when gutters are full

**REPAIRS**

- If you do not keep an appointment to be home for maintenance or repair work, the worker's time will be charged to you
- If you request repairs and the worker is unable to enter due to extra locks or chains on the door not being removed, the worker's time will be charged to you
- You will be charged for any service calls to repair items that you are responsible for maintaining
- You may not authorize any maintenance or repairs at Zinn Bros. expense
- You will not be reimbursed for any unauthorized repairs that Zinn Bros. is responsible for

\_\_\_\_\_  
TENANT DATE

\_\_\_\_\_  
TENANT DATE

\_\_\_\_\_  
TENANT DATE

\_\_\_\_\_  
TENANT DATE

\_\_\_\_\_  
LANDLORD DATE

623 MLK SAMPLE

**Zinn Brothers, LLC**  
dba Adam and Omar Zinn  
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[adam@zinncompanies.com](mailto:adam@zinncompanies.com)

### INFORMATION VERIFICATION REQUEST

To ensure that you receive the best possible service from Zinn Bros., please take a moment to fill out this Information Verification Request and return it to us with your Move-In Inspection Form no later than 10 days after the start of your lease.

PROPERTY ADDRESS:

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\*\* Please put asterisks by the best way(s) to reach you between 8:30AM and 5:00PM Monday-Friday \*\*

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Tenant Name:

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Cell # \_\_\_\_\_ Work # \_\_\_\_\_

---

E-mail address:

---

Tenant Name:

---

Cell # \_\_\_\_\_ Work # \_\_\_\_\_

---

E-mail address:

---

Tenant Name:

---

Cell # \_\_\_\_\_ Work # \_\_\_\_\_

E-mail address: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Cell # \_\_\_\_\_ Work # \_\_\_\_\_

E-mail address: \_\_\_\_\_

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**MOVE-IN INSPECTION FORM**

THIS IS NOT A MAINTENANCE REQUEST  
PROPERTY / LOCATION \_\_\_\_\_

INSPECTION DATE \_\_\_\_\_

Instructions: Please mark each item for its existing condition. Provide any remarks that describe conditions upon move-in.

EXTERIOR Good Condition Other Description

Foundation \_\_\_\_\_

Walls \_\_\_\_\_

Roof \_\_\_\_\_

Electric Fixtures \_\_\_\_\_  
Windows/Screen \_\_\_\_\_  
Exterior Doors \_\_\_\_\_  
Gutters \_\_\_\_\_  
Shutters \_\_\_\_\_  
Mailbox \_\_\_\_\_  
Porch Deck \_\_\_\_\_

---

\_\_\_\_\_  
\_\_\_\_\_  
**GROUNDS** Good Condition Other Description

Lawn \_\_\_\_\_  
Shrubs/Trees \_\_\_\_\_  
Walks \_\_\_\_\_  
Driveway \_\_\_\_\_  
Fence \_\_\_\_\_  
Exterior Storage \_\_\_\_\_

---

\_\_\_\_\_  
\_\_\_\_\_  
**SYSTEMS** Good Condition Other Description

Cooling System \_\_\_\_\_  
Heating System \_\_\_\_\_  
Electrical \_\_\_\_\_  
Plumbing \_\_\_\_\_  
Security \_\_\_\_\_  
Water Softener \_\_\_\_\_  
Sump Pump \_\_\_\_\_  
Garage Door \_\_\_\_\_  
Water Heater \_\_\_\_\_  
Lawn Sprinkler \_\_\_\_\_

---

\_\_\_\_\_  
\_\_\_\_\_  
**LIVING ROOM** Good Condition Other Description

Floor \_\_\_\_\_  
Walls \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Electric Fixtures \_\_\_\_\_  
Windows \_\_\_\_\_  
Doors/Locks \_\_\_\_\_  
Closet \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
**KITCHEN** Good Condition Other Description

Floors \_\_\_\_\_  
Walls \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Electric Fixtures \_\_\_\_\_  
Windows \_\_\_\_\_  
Doors/Locks \_\_\_\_\_  
Cabinets \_\_\_\_\_  
Sink \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
**APPLIANCES** Good Condition Other Description

Stove \_\_\_\_\_  
Refrigerator \_\_\_\_\_  
Dishwasher \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
**BEDROOM 1** Good Condition Other Description

Floor \_\_\_\_\_  
Walls \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Electric Fixtures \_\_\_\_\_  
Doors \_\_\_\_\_  
Closet \_\_\_\_\_

---

BEDROOM 2 Good Condition Other Description

Floor \_\_\_\_\_  
Walls \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Electric Fixtures \_\_\_\_\_  
Doors \_\_\_\_\_  
Closet \_\_\_\_\_

---

BEDROOM 3 Good Condition Other Description

Floor \_\_\_\_\_  
Walls \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Electric Fixtures \_\_\_\_\_  
Doors \_\_\_\_\_  
Closet \_\_\_\_\_

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BEDROOM 4 Good Condition Other Description

Floor \_\_\_\_\_  
Walls \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Electric Fixtures \_\_\_\_\_  
Doors \_\_\_\_\_  
Closet \_\_\_\_\_

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BATHROOM \_\_\_\_\_ Good Condition Other Description

Floor \_\_\_\_\_  
Walls \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Electric Fixtures \_\_\_\_\_  
Window \_\_\_\_\_  
Door \_\_\_\_\_  
Tub/Shower \_\_\_\_\_  
Toilet \_\_\_\_\_  
Towel Rack \_\_\_\_\_  
Tissue Holder \_\_\_\_\_  
Cabinet \_\_\_\_\_

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BATHROOM \_\_\_\_\_ Good Condition Other Description

Floor \_\_\_\_\_  
Walls \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Electric Fixtures \_\_\_\_\_  
Window \_\_\_\_\_  
Door \_\_\_\_\_  
Tub/Shower \_\_\_\_\_  
Toilet \_\_\_\_\_

Towel Rack \_\_\_\_\_  
Tissue Holder \_\_\_\_\_  
Cabinet \_\_\_\_\_

BATHROOM \_\_\_\_\_ Good Condition Other Description

Floor \_\_\_\_\_  
Walls \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Electric Fixtures \_\_\_\_\_  
Window \_\_\_\_\_  
Door \_\_\_\_\_  
Tub/Shower \_\_\_\_\_  
Toilet \_\_\_\_\_  
Towel Rack \_\_\_\_\_  
Tissue Holder \_\_\_\_\_  
Cabinet \_\_\_\_\_

OTHER Good Condition Other Description

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

I certify that I have conducted a walk-through inspection of the premises. I have examined each appropriate item and noted the condition. I understand that I am responsible for any and all damage resulting from my negligence or the negligence of my guests. I also understand that this inspection form shall become a part of the Residential Rental Contract.

Tenant agrees to place in Tenant's name all utilities for which he/she is responsible.  
TENANT UNDERSTANDS THAT THIS IS NOT A MAINTENANCE REQUEST. TO REQUEST REPAIRS, OF THESE OR OTHER ITEMS, YOU MUST SUBMIT A WRITTEN MAINTENANCE REQUEST.

Signatures:

\_\_\_\_\_  
TENANT DATE

\_\_\_\_\_  
TENANT DATE

\_\_\_\_\_  
TENANT DATE

\_\_\_\_\_  
TENANT DATE \_\_\_\_\_ LANDLORD DATE

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**MOVE-OUT CHECKLIST**

Submit Move-Out Notice

Clean the unit

**KITCHEN**

- Stove, including under drip pans and in drawers
- Oven
- Refrigerator
- Sink
- Cabinets (inside and out)
- Remove all shelf paper
- Vacuum and mop floor

**BATHROOMS**

- Sink
- Tub
- Shower
- Toilet
- Mirror
- Cabinets (inside and out)

Vacuum and mop floor

ALL OTHER ROOMS

Vacuum floors (even hardwood)

Replace spent light bulbs (inside and out)

Dust ceiling fans

Change filters

Clean dryer lint trap

Professionally clean carpets and professionally clean house and provide receipt at time of move-out \*

(\* NOTE: This is mandatory and was done for you by the previous tenant prior to move-in. Please call our office with any questions.)

Remove all trash and personal belongings from premises (inside and outside).

Turn off utilities effective on your last day of occupancy.

Perform any applicable lawn maintenance according to your lease agreement.

Turn in all keys to Zinn Bros OR leave in a kitchen drawer. Do not mail keys. Your rent continues until we are in receipt of ALL keys.

Turn in mailbox keys.

Turn in garage door openers.

Forward mail to your new address. Do not expect the next tenant, or our office, to do this for you.

Make sure you provide us with your forwarding address so that we may mail your security deposit