

ELON HOSPITALITY, LLC  
d/b/a "The Acorn Residence Inn"  
House Rules

- ! No Smoking in the suite. Smoke damage of any type i.e. candles, cigarettes etc. will be assessed against your deposit for painting and steam cleaning of upholstery. Repainting a two bedroom suite currently cost \$2750 2/15/16.
- ! Rent shall be paid on time. A thirty five dollar (\$35.00) fee will be assessed after five days - a "Late Charge".
- ! Please help us keep your rates low by conserving energy. Turn off light and TV when leaving apartment and keep A/C and heat at reasonable settings.
- ! No operating of air conditioning or heating systems with windows or doors open.
- ! Please keep exterior doors to each unit closed at all times.
- ! If used, alcoholic beverages are to be kept inside your unit and used only in compliance with governing law and North Carolina General Statutes. No consumption or display of alcohol is permitted outside of unit.
- ! No parties or socials are permitted on the Property.
- ! No more than 2 guests at any time. No guest(s) are permitted past 12:00 a.m.
- ! Please use consideration in controlling volume on TV's and Stereo. No loud music or noise at any time.
- ! Refrigerators function best at a setting of 4-5. This will prevent freezing up and damage to unit.
- ! Stove drip pans and rings will lift out and should be washed whenever there is a spill during cooking. Wipe/clean top of stove after use.
- ! No wall or ceiling hangings (no pictures or shelves). Nothing is to be attached to walls! Hanging cables are provided, please use them.
- ! Unit floors should be kept free of strewn clothes, shoes, etc. in order that cleaning may be properly performed.
- ! No excessive clutter, unclean dishes or trash is permitted and specifically anything that causes mold or attracts pests is prohibited.
- ! If you use our trash bin, be sure all bags are tightly closed and neatly stacked in bin provided.
- ! Help keep our parking area clean by not littering (including cigarette butts).
- ! No cooking on side walks or balcony. This is in violation of the fire code and annoying to others.

! No Pets

Acknowledged as received: \_\_\_\_\_  
Tenant

Guarantor \_\_\_\_\_

PLAN: \_\_\_\_\_

DATE: \_\_\_\_\_

**ELON HOSPITALITY LEASE AGREEMENT**

**THE ACORN RESIDENCE INN**

THIS LEASE made by and between

NAME of TENANT: \_\_\_\_\_ ; PERMANENT ADDRESS: \_\_\_\_\_

\_\_\_\_\_ ("Tenant") and ELON HOSPITALITY, LLC, acting by and through its managing agent, Michael D. Brown; PO Box 428, Elon, North Carolina 27244 ("Landlord"). ( Please use this address for all mail, leases, payments etc.)

WITNESSETH :

That for and in consideration of the mutual promises, covenants and conditions hereinafter set forth, Landlord and Tenant agree as follows:

1. TERM AND DESCRIPTION. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the premises described as Unit # \_\_\_ of THE ACORN RESIDENCE INN ("Premises") located at 106 Church Street, Elon, NC 27244 ("Property"), to be used and occupied by Tenant for residential purposes, for the term beginning on June 1 , 20 20 \_\_\_\_\_ and terminating on May 31 , 20 21 ("Term"), unless sooner terminated as hereinafter provided. Landlord shall assign Tenant to Premises at the beginning of the Term; provided, however, that during the Term of this Lease, Landlord shall have the right to move Tenant to similar accommodations within the Property.

2. RENT. Tenant agrees to pay Landlord at its office at the Property, or at such other place as the Landlord may from time to time designate in writing, rent for the Premises in the amount of \$ \_\_\_\_\_ per month (which amounts include the current sales tax rate), payable in lawful money of the United States, in advance, without demand or set off, in Monthly installments as follows:

\$ \_\_\_ per month with the first monthly installment being due and payable on or before \_\_\_\_\_ , 20 20 , \_\_\_\_\_ and on or before the 1st day of each and every consecutive month beginning \_\_\_\_\_ until the 1st day of \_\_\_\_\_ May \_\_\_\_\_ , 20 21 .

In addition, in the event of a state or local tax or franchise or other increase affecting the cost of cable or local telephone service or internet access to the Premises or to the Property, Tenant agrees to pay any reasonable additional amount requested by the Landlord as a result of such state or local tax or rate or other increase effective with the next monthly installment of rent. Time of rent payment is of the essence and Tenant shall pay a late charge of the greater of \$25.00 or five percent (5%) of the rent amount due with the next installment if any installment is paid on or after the sixth (6th) day following the due date.

3. INTERNET ACCESS. Tenant shall be provided internet access for a Service/Internet Access fee as selected by Landlord from time to time which current charges thereof are included in rent as set forth in paragraph 2. Installation charges, unlimited internet access and all applicable sales taxes are included, subject to future adjustments and increases in rent upon ten (10) days' written notice of such increases incurred by Landlord over the current amount for such items.

4. OTHER CONDITIONS. IN ADDITION TO THE PROVISIONS SET FORTH ABOVE, LANDLORD AND TENANT AGREE THAT ALL OF THE TERMS AND PROVISIONS SET FORTH IN THE DOCUMENTS ATTACHED HERETO ENTITLED ADDITIONAL LEASE AGREEMENT PROVISIONS AND RULES AND REGULATIONS ARE BY THIS REFERENCE INCORPORATED HEREIN AS IF ALL OF THE PROVISIONS CONTAINED THEREIN WERE SET FORTH ON THIS PAGE

TENANT \_\_\_\_\_  
LANDLORD ELON HOSPITALITY, LLC

BY: BY: \_\_\_\_\_

Tenant Signature Authorized Signature

DATE: DATE: \_\_\_\_\_

**GUARANTY**

In consideration for, and as an inducement to Landlord in making the foregoing Lease with Tenant, and for the benefit of Tenant having residential space in Landlord's Property as offered and held in accordance with the above lease conditions, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned irrevocably guarantees absolutely and unconditionally, jointly and severally, to Landlord the full performance and observance of all the agreements and conditions thereof, and of any amended, revised or continued lease, to be performed and observed by Tenant, including, but not limited to, the payment of rent and other amounts payable by Tenant to Landlord hereunder, and expressly waives demand, notice of protest, and notice of any changes, renewals, modifications, or default by Tenant.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty.

GUARANTOR:

SIGNATURE DATE \_\_\_\_\_

BILLING ADDRESS CITY STATE ZIP CODE TELEPHONE

NOTE:

THE ATTACHED ADDITIONAL LEASE AGREEMENT PROVISIONS AND RULES AND REGULATIONS SHOULD BE INITIALED BY ALL PARTIES! ALL COPIES OF THIS CONTRACT MUST BE RETURNED FOR PROCESSING!

TENANT  
GUARANTOR  
LANDLORD

ADDITIONAL LEASE AGREEMENT PROVISIONS

ELON HOSPITALITY  
ELON, NC 27244

5. SECURITY DEPOSIT. Upon application, Tenant shall remit to Landlord a Security Deposit in the amount of \$\_\_\_\_\_ to be held and disbursed as follows: The aforementioned Security Deposit of Tenant ("Tenant Security Deposit") is to be administered and held in accordance with North Carolina Tenants Security Deposit Act (N.C.G.S. §42-50 et seq.). Landlord will deposit the Tenant Security Deposit in a Trust Account with Mid Carolina \_\_\_\_\_ Bank or savings institution (located at South Church Street ), Burlington/Graham, North Carolina. The Tenant Security Deposit shall be held and, upon the termination of the tenancy, be applied in the manner and for the purposes set forth as follows: Upon any termination of the tenancy herein created, the Landlord may deduct from the Tenant Security Deposit amount sufficient to pay:

- 1) Any damages sustained by Landlord as a result of the Tenant's nonpayment of rent or non-fulfillment of the initial term or any renewal or extension thereof, including the Tenant's failure to enter into possession;
  - 2) Any damages to the Premises or the Furnishings for which the Tenant or its guests or invitees is responsible;
  - 3) Any unpaid bills which become a lien against the Premises due to the Tenant's occupancy;
  - 4) Any cost of re-renting the Premises after a breach of this Lease by the Tenant;
  - 5) Any court costs incurred by Landlord in connection with terminating the tenancy, including Landlord's reasonable court costs and attorney's fees; 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 it, refund to the Tenant, within thirty (30) days after the termination of the tenancy and delivery of possession of the Premises, 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 items and shall then hold the balance of the Tenant Security Deposit for the Tenant's collection for a six (6) month period beginning upon the termination of the tenancy and delivery of possession of the Tenant. If the Tenant fails to make demand for the balance of the Tenant Security Deposit within the six (6) month period, the Landlord shall not thereafter be liable to the Tenant for a refund of the Tenant Security Deposit or any part thereof.

THE TENANT SECURITY DEPOSIT MAY, IN THE DISCRETION OF EITHER THE LANDLORD OR THE AGENT, BE DEPOSITED IN AN INTEREST-BEARING ACCOUNT WITH THE BANK OR SAVINGS INSTITUTION NAMED ABOVE. 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.

FURNISHINGS

6. Landlord will furnish the Premises with standard bed, mattress, dresser, nightstand, work station, chair, shower curtain, blinds, area rugs, lamps, one TV, microwave, refrigerator (sofa, chair, barstools, stove, cooktop, dishwasher, washer/dryer in apartments where applicable by unit type) and Tenant represents that he/she has inspected the Premises and finds the Furnishings and the condition of the Premises and Property in good and acceptable condition. No other furnishings will be provided by Landlord with the Premises. Tenant assumes full responsibility for said furnished items and agrees to return them to Landlord at the expiration of the Term hereof in as good condition as when received. Tenant shall be responsible for returning all furniture to its original position prior to vacating the Premises. Tenant shall be responsible for all loss, breakage or other damage to the furnished items.

7. UTILITIES. Landlord will furnish all utilities at no additional cost or expense to Tenant except long-distance telephone service and any extra/expanded cable service. Tenant agrees to use the utilities in a conservative, economic and efficient manner. The unit may be equipped with a programmable thermostat limiting the heat to a maximum setting of 70 degrees and the air conditioning to a setting of 73 degrees. Failure to any extent to furnish or any stoppage of utility services, regardless of cause, shall not render Landlord liable in any respect for damages to either person or property. Provided that Landlord has made and continues to make reasonable and good faith efforts to provide utility services, failure to any extent to furnish or any stoppage of utility services, regardless of cause, shall not be construed as an actual or constructive eviction of Tenant, shall not be construed as a basis for abatement of rent owing from Tenant, and shall not be construed to relieve Tenant from his obligation to fulfill any covenant or agreement under this Lease.

Landlord has entered into an agreement(s) with one or more Internet Services Provider(s) to provide data services to Tenant. Tenant delegates to Landlord's Internet Services Provider authority to select the provider for the term of this Lease Agreement. The fees for these internet services can be additional charge to the rent for the Premises and are payable to Landlord in advance as provided herein for rent payments. Tenant agrees to pay for all internet and other charges and fees associated with his or her Personal Identification Number. Such charges and fees will be billed separately by the Internet Services Provider. Tenant appoints Landlord and the Internet Services Provider as billing and collection agents with respect to the provision of service. In this capacity, Landlord and Internet Services Provider are authorized to receive payment for internet services and to remit such payment to the provider of the services.

Tenant agrees that installation, connections, maintenance repairs and other available internet services shall be arranged directly between Tenant and the Internet Services Provider. Landlord assumes no liability whatsoever for Tenant's use of the communications services, including, but not limited to loss of use, loss of data or any other damages or losses. Tenant understands and agrees that all rights, liabilities, claims or disputes arising from or related to internet services shall be governed by the terms of the contract between the Internet Services Provider and Tenant, and that Landlord shall not be responsible or liable for any such matters. Tenant agrees to hold Landlord harmless for any losses, claims, disputes, or damages related to or arising from the internet services. Landlord reserves the right to change the Internet Services Provider from time to time at its sole discretion.

8. RIGHT OF ENTRY. Landlord, its agents and employees, shall have the right to enter the Premises or the Property by pass-key or otherwise at all reasonable and necessary times to inspect the Premises or the Property for any purpose connected with the maintenance, housekeeping, and management of the Premises or the Property or for any other purpose reasonably connected with Landlord's interest in the Premises or the Property and to perform any work or other act found necessary on such inspection.

9. NON LIABILITY OF LANDLORD. Landlord, its members, managers, officers, agents and employees shall not be liable for any personal injury suffered by Tenant or Tenant's guests or for any damage to or destruction or loss of any Tenant's personal property located or stored upon the Premises or the Property or the personal property of Tenant's guests located or stored upon the Premises or the Property, unless such injury or loss is attributable solely to the intentional, willful or wanton act or gross negligence of Landlord. This provision limiting the liability of Landlord, its members, managers, officers, agents and employees, includes but is not limited to acts of theft, burglary, vandalism, assault or other criminal activity of Tenant or of other parties. Tenant assumes all risk of loss or damage of Tenant's property within the Premises or Property which may be caused by water leakage, fire, windstorm, explosion, or other cause, or by the act, or omission of any other Tenant or third party at the Property. Tenant agrees to release and indemnify Landlord, its members, officers, agents and employees, from and against liability for damage, injury or loss alleged to have been sustained by Tenant or Tenant's guests resulting from any cause whatsoever excepting only such damage, injury or loss caused solely by the grossly negligent or intentional acts of Landlord, its members, managers, officers, agents or employees.

10. DAMAGE OR DESTRUCTION OF PREMISES OR PROPERTY. If, in the opinion of the Landlord, the Premises or Property should become untenantable during the Term hereof because of damage or destruction by fire or other casualty, Landlord shall have the right to terminate this Lease, or move Tenant to similar accommodations within the Property and repair and restore the Premises or Property. In the event of such damage or destruction to the Premises or Property without the fault of Tenant, his agents or guests, Tenant's obligations to pay rent hereunder shall be abated only if Landlord terminates this Lease, or does not furnish Tenant with similar accommodations within the Property.

11. PRE-TERM TERMINATION BY TENANT. (A) If Tenant has given Landlord at least 30 days written notice prior to the beginning of the Term of this Lease of Tenant's official denial of admission to the University, Landlord shall refund to Tenant any previously paid rent and telephone service/internet access fee. (B) If Tenant has given Landlord at least 60 days written notice prior to the beginning of the Term of this Lease of Tenant's decision for any reason, other than denial of admission, not to enroll in the University, Landlord shall refund to Tenant any previously paid rent but the Security Deposit will be forfeited to the Landlord.

12. SUBSTITUTE TENANT. Notwithstanding any other provisions of this Lease to the contrary, and provided Tenant is not in default hereunder, if a Substitute Tenant, previously unknown to Landlord, is secured by Tenant, and if such Substitute Tenant is accepted by Landlord, and such Substitute Tenant enters into a Lease with Landlord for the Premises, Landlord shall refund to Tenant any previously paid rent to the extent such rent for a period during which Tenant will not be occupying the Premises but the Security Deposit will be forfeited to the Landlord.

TENANT  
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LANDLORD

13. DEFAULT. In the event Tenant is in default under this Lease, Landlord shall have the right to terminate this Lease and Tenant shall peacefully surrender the Premises to the Landlord. Furthermore, in the event Tenant is in default under this Lease, Landlord may, without formal demand or further notice of any kind, re-enter the Premises and repossess the Premises by summary proceedings, ejectment, or other lawful procedures, and may dispossess Tenant and remove Tenant and Tenant's property therefrom without being liable for any damages therefore. Repossession of the Premises by Landlord shall not relieve Tenant of Tenant's liability and obligations under this Lease, and such liability and obligations shall survive any such repossession of Premises. In addition, Landlord may, in the event of default under this Lease, terminate one or all utility privileges until such time as said default is cured. The election by Landlord not to exercise its right to terminate the Lease upon an act of default does not constitute a waiver of Landlord's right to terminate the Lease upon any subsequent act of default. Default on the part of Tenant shall include, but is not limited to, one or more of the following:

- (A) Delinquency in the payment of any rent or other payment required hereunder for more than fifteen (15) days after the date such payment is due;
- (B) Maintaining a nuisance or creating vandalism on the Premises or on the Property;
- (C) Disorderly or illegal behavior on the part of Tenant or Tenant's guests on the Premises or on the Property;
- (D) Keeping any handguns, firearms, or weapons of any type, any ammunition, or any explosive, flammable, or extra hazardous substances, or any article or thing of a dangerous nature on the Premises or on the Property;
- (E) Misuse of alcoholic beverages or the illegal manufacture, sale, possession, or use of narcotics, marijuana, hypnotics, stimulants, hallucinogens, or other similar known harmful or habit-forming drugs and/or chemicals or any illegal substance, as defined by applicable law or statute, by Tenant or Tenant's guests on the Premises or on the Property;
- (F) Inability or refusal by the Tenant or Tenant's guests to live peaceably and in cooperation with other Tenants and other students on the Premises or on the Property; and
- (G) Violation of any of the House Rules and the Rules and Regulations governing the Property, whether now in existence or as they may be promulgated or amended in the future.

If Tenant enrolls in the University and defaults in the performance of Tenant's obligations under this Lease, Landlord may seek all remedies available at law or equity to it for such default. In the event of a default by Tenant, Landlord and Tenant may but are not obligated to negotiate a contractual resolution with respect to the damages to which Landlord is entitled as a result of Tenant's default.

**PARKING.** The payment of the Security Deposit and taking possession of the Premises, Tenant shall be issued one limited parking space privilege. The parking lot on the Property is to be used only by Tenants and their guests. Use of parking by guests shall be temporary and only in designated parking spaces on a first-come first-served basis. Each Tenant is required to obtain a parking permit/pass from the University and comply with its rules and regulations. Landlord shall not be liable for any damage or loss to Tenant's motor vehicle or its contents, and Tenant acknowledges the risk of having his/her vehicle being towed at his/her sole expense from the Property in the event of a violation of the parking rules relating to the Property or the University.

15. RULES AND REGULATIONS. Tenant agrees to comply with all Rules and Regulations with respect to the Property. These Rules and Regulations, a copy of which has been furnished to Tenant, are incorporated by reference into this Lease and expressly made a part thereof. Any reasonable alterations, additions, modifications to such Rules and Regulations as may from time to time be made by the Landlord shall likewise be considered a part of this Lease with the same force and effect as though written herein.

Tenant's 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 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/her;
- 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, ventilation, 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;
- 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 acts of the Landlord, its 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 to the Tenant and not included as a part of the rentals, including, but not limited to, long distance telephone and any expanded cable services;
- l. Conduct himself/herself and require all other persons on the Premises with his/her consent to conduct themselves in a reasonable manner and so as not to disturb other tenant's 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/her possessions from the Premises.

16. GOVERNING LAW. This Lease is to be governed by and construed according to the laws of the State of North Carolina. If any of the terms or conditions hereof conflict with any such law, then such terms or conditions shall be deemed inoperative and null and void insofar as they may be in conflict therewith and shall be deemed modified and amended to conform to such law.

17. ENTIRE AGREEMENT. It is expressly understood and agreed that this Lease contains the entire agreement between the parties hereto and that Landlord is not and shall not be bound by any representations, agreements, or promises, oral or written not contained in this Lease. This Lease may not be modified orally.

18. RIGHT OF REFUSAL. Until Landlord has executed this Lease, Landlord shall have the right to refuse acceptance of Tenant for any reason whatsoever; provided, however, such refusal shall not be based on Tenant's race, gender, religion, national origin, age or disability. In the event of a refusal, Landlord shall refund to Tenant, if applicable, any previously paid rent and/or Security Deposit.

19. CONDITION OF PREMISES. Prior to occupancy, Tenant will examine the Premises, including the Furnishings, and Tenant agrees that upon the expiration or termination of this Lease, Tenant will peacefully surrender possession of the Premises and the Furnishings to Landlord in as good condition as they are at the beginning of the Term of this Lease. Tenant further agrees to take good care of the Premises, including the Furnishings, and the common areas of the Property, to permit and suffer no waste to be committed to the Premises or to the Furnishings, and to make no changes or alterations to the Premises without the prior written consent of the Landlord. Tenant further agrees to pay Landlord for all repairs required to be made to the Premises or to the Property, including the Furnishings, and the Property, resulting from the misuse, neglect, carelessness, misconduct or fault of Tenant or Tenant's guests. Tenant's failure to maintain the Premises, the Furnishings, or the Property in good condition may be deemed a default by Tenant under this Lease.

Tenants are strictly prohibited from affixing any object(s), including but not limited to any sticker(s), or allowing any object(s), including but not limited to any sticker(s), to come into contact with any ceiling, wall or floor area of the Premises or the Property, and are strictly prohibited from painting or permitting water or any

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other liquid to come in contact with any ceiling, wall or floor area of the Premises or the Property. Failure to adhere to this regulation may be deemed a default by Tenant under this Lease.

20. GENDER. Words used in the masculine gender include the feminine and neuter.

21. HEADINGS. The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.

22. ASSIGNMENT.

(A) Tenant shall not assign this Lease nor sublet the whole or any part of the Premises without the prior written consent of Landlord unless there is a Primary Tenant who has executed this Lease and is responsible and obligated to pay the entire amount of rent ("Primary Tenant"). Each resident of a two (2) bedroom unit shall execute a Lease with Landlord for such Premises and each such Tenant shall be jointly and severally liable to Landlord for the payment of rent (unless otherwise noted in writing by Landlord) and the full performance of the terms, conditions, and Tenant obligations pursuant to this Lease; or

(B) A "Primary Tenant", as above defined, of a two (2) bedroom unit shall be entitled to sublet one bedroom and select his/her unit mate, provided such unit mate complies and adheres to the House Rules and any other regulations relating to the use of the Premises or the Property and the Primary Tenant remains current in his/her timely rent payments for the entire unit/Premises and adheres to the terms and conditions of this Lease.

Subject to the foregoing, all the terms, provisions, covenants and conditions of this Lease shall bind and insure to the benefit of the legal representatives, successors, and assigns of the respective parties hereto.

23. TIME OF ESSENCE. Time is of the essence of this Lease and of each and every term and condition herein contained.

24. WAIVER. The failure of Landlord to insist upon a strict performance of any term or condition of this Lease or to exercise any right herein conferred in any one or more instances shall not be deemed a waiver or relinquishment of any right or remedy that the Landlord may have and shall not be deemed a waiver of any subsequent breach of such terms or condition.

25. SEVERABILITY. The invalidity of any provision of this Lease or of its application to any person or circumstance as determined by any governmental agency or court shall in no way affect the validity of any other provisions hereof and all other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.

26. CONSENT TO JURISDICTION. Tenant and Guarantor consents to the jurisdiction of any local or state court otherwise having subject matter jurisdiction and located within Alamance County in the State of North Carolina. For purposes of Section 7A-213 of the North Carolina General Statutes, Tenant acknowledges that he resides in Alamance County in the State of North Carolina.

27. CONDITIONS PRECEDENT. It is understood and agreed between the parties hereto that complete and timely payment by Tenant to Landlord of each installment rental payment due prior to the beginning of the Term of the Lease, as set forth above, is and shall be a condition precedent to Tenant's rights, including right of use and occupancy at the beginning of the Term, under the Lease Agreement, and that Tenant's failure to make said payments in a complete and timely manner shall constitute a breach of said condition precedent which entitles Landlord, at its election, to cancel Tenant's rights under the Lease Agreement, including right of use and occupancy, and to lease the space reserved for Tenant to other persons.

28. ATTORNEY'S FEES. Upon default, Landlord may employ an attorney to enforce Landlord's rights and remedies under this Lease Agreement and Tenant and Guarantor(s) each agree, jointly and severally, to pay Landlord's reasonable attorney's fees incurred in the enforcement of Landlord's rights and remedies as to any indebtedness under this Lease plus all other reasonable expenses incurred by Landlord in the enforcement of said rights and remedies.

29. TENANTS DUTIES UPON TERMINATION. Upon any termination of the tenancy created hereby, whether by Landlord or Tenant and whether for breach or otherwise, Tenant/Primary Tenant shall: (a) pay all utility bills for services to the Premises for which Tenant is responsible and have all such utility services discontinued; (b) vacate the Premises moving therefrom all of Tenant's personal property of whatever nature; (c) remove all rubbish, trash, garbage and refuse from the Premises and return to Landlord all keys to the Premises and any ID access card and/or parking permit; (d) complete change of address information; (e) return furniture to original position; (f) full compliance with condition of the Premises as set forth in Paragraph 19 above; (g) payment to Landlord for any lost keys, parking permits and/or damage to the Furnishings and/or Premises; and (h) schedule check-out time with approved staff member of Landlord at the Property.

30. REMOVAL, STORAGE AND DISPOSITION OF TENANT'S PERSONAL PROPERTY. (a) If the Tenant shall at any time vacate the Premises leaving personal property thereon and having a total value of less than \$100.00, then such personal property shall be deemed abandoned five (5) days after the Tenant has vacated the Premises, and the Landlord may thereafter remove such personal property from the Premises and donate it to any kind of charitable institution or organization without liability to Tenant whether for trespass, conversion or otherwise. In addition, if (a) the Tenant has vacated the Premises for twenty-one (21) days or more after the expiration of any period for which rent has been paid or (b) if the Landlord has obtained a judgment for possession of the Premises which is executable and the Tenant has vacated the Premises, then in either of these events Landlord may, without liability to the Tenant of any kind whether for trespass, conversion, or otherwise, remove any and all personal property then remaining on the Premises and store the same on the Tenant's behalf and at Tenant's sole expense. Landlord shall be entitled to recover from Tenant any and all reasonable costs incurred in connection with removing and storing such personal property. Landlord shall, pursuant to North Carolina General Statute §44A-2(e), have, and the Tenant hereby grants Landlord, a security interest in any personal property to which Tenant has legal title which remains on the Premises if Tenant has vacated the Premises for twenty-one (21) or more days after any paid rental period has expired and if Landlord has lawful claim hereunder against Tenant for damages. The security interest shall secure the full payment of all sums due Landlord hereunder to the extent permitted by North Carolina General Statute §44A-2(e) and shall be enforced at public sale as therein provided. (b) As an alternative to the procedure set forth in subparagraph (a) above, if the Tenant abandons personal property of a value of Five Hundred Dollars (\$500.00) or less, or fails to remove such personal property at the time of execution of a writ of possession for the Premises in an action for summary ejectment brought by Landlord, Landlord may, without liability to Tenant of any kind, whether for trespass, conversion or otherwise, remove and deliver the personal property into the custody of a non-profit organization regularly providing free, or at a nominal price, clothing and household furnishings to people in need, upon that organization agreeing to identify and separately store the property for thirty (30) days and to release the property to Tenant at no charge within the thirty-day period. If Landlord elects to use the procedure set forth in subparagraph (b), it shall post a notice at the Premises containing the name and address of the non-profit organization receiving the property and send a copy of such notice by first class mail to Tenant at his/her last known address. Such notice need not contain a description of the property. For purposes of this subparagraph (b), personal property shall be deemed abandoned if Landlord finds evidence that clearly shows the Premises have been voluntarily vacated after the paid rental period has expired and the Landlord has no notice of a disability that caused the vacancy. Tenant shall be presumed to have vacated the Premises ten (10) or more days after Landlord or its agent has posted conspicuously a notice of suspected abandonment both inside and outside the Premises and has received no response from Tenant.

31. QUIET ENJOYMENT. Provided Tenant performs all of his/her covenants, agreements and obligations hereunder, including the timely payment of all rental installments, Landlord will warrant and defend Tenant in the peaceful and quiet enjoyment of the Premises subject to termination of the occupancy due to condemnation, acts of war, acts of God, or other circumstances beyond the control of the Landlord.

32. RETURNED CHECK FEES. Tenant also agrees besides any late payment penalty to pay a Thirty-five Dollar (\$35.00) processing fees/administrative fee for each Tenant's check that is returned by the financial institution because of insufficient funds or because the Tenant did not have an account at the financial institution.

33. AGENT. The Landlord and the Tenant acknowledge that the Landlord may, from time to time in its discretion, engage a third party to manage, supervise and operate the Premises or the Property, if any, of which they are a part (the "Agent"). If such an Agent is managing, supervising, and operating the Premises at the time this lease is executed, his name will be shown as "Agent" on the front side hereof. With respect to any Agent engaged pursuant to this paragraph, the Landlord and the Tenant hereby agree that: (1) the Agent shall have only such authority as provided in the management contract existing between the Landlord and the Agent, (2) the Agent may perform, without objection from the Tenant, any obligation or exercise any right of the Landlord imposed or given herein or by law and such performance shall be as valid and binding, if authorized by the Landlord, as if performed by the Landlord; (3) 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; and (4) the Landlord may, in its discretion and in accordance with any management agreement, remove without replacing or remove and replace any Agent engaged pursuant to this paragraph.