

# Home-Only Rental Agreement

1. **Lease.** This is a lease (the "Lease") for **12 months** (the "Lease Term"), beginning on **(Lease Start Date)**, and ending on **(Lease End Date)**, between Indian Creek Dealer, LLC (the "Landlord"), whose address is 1113 Indian Creek Trail, Garner, NC 27529 and,

Full Name of Tenant

Date of Birth

Full Name of Tenant

Date of Birth

Full Name of Tenant

Date of Birth

(The "Tenant(s)") for the rental of the manufactured home described below (the "Home") located at 123 Main St. Space 4, Garner, North Carolina 27529 in Indian Creek MHP (hereafter the "Community"). All persons who will occupy the property must be identified on this Lease as either a Tenant(s) or Occupant(s). All persons over 18 years of age must sign this Lease as a Tenant and will be individually liable for the financial obligations under this Lease. All other persons, under 18 years of age, will be considered Occupants.

Full Name of Occupant

2. **The Home (this is test data only)**

Year	Make	Model	Size	Serial #
2022	Fleetwood	Waverly	60 x 30	SN123456

3. **The Home is furnished with the following appliances:**

- |  |   |
|--|---|
| <input type="checkbox"/> Stove/Oven                | <input type="checkbox"/> Refrigerator           |
| <input checked="" type="checkbox"/> Dishwasher     | <input checked="" type="checkbox"/> Microwave   |
| <input checked="" type="checkbox"/> Clothes Washer | <input checked="" type="checkbox"/> Dryer       |
| <input checked="" type="checkbox"/> Window AC 1    | <input checked="" type="checkbox"/> Window AC 2 |
| <input checked="" type="checkbox"/> Window AC 3    | <input type="checkbox"/> Other <u>Misc Item</u> |

4. **Rent Payments.** Tenant(s) shall pay rent for the Home in monthly installments of **\$(Home Rent Amount)** plus any applicable taxes, fees and any other charges of any kind whatsoever, on the first day of each month at the Community office, unless another location is specified by Landlord. The Tenant(s) must send or pay in person, the rent to Indian Creek Dealer, LLC at 1113 Indian Creek Trail, Garner, NC 27529. If rent is not paid in full and received on or before 5 pm on the 5th of the month, the Landlord may charge a late rent fee, as additional rent, **in the amount of the greater of \$15.00 or 5% of the monthly rent.** The rent shall be prorated on the first month of occupancy, based upon the month rental rate divided by 30 days.

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Upon each annual anniversary date of this Lease, the Landlord may raise the amount of the rent and any other fees and charges by giving a 30 day written notice in accordance with the terms of this lease to the prior to the annual anniversary date, unless Tenant advise Landlord in writing at least 30 days prior to the expiration of the current annual term that Tenant intend to vacate the premises and not enter into a new Lease. This Lease is for a distinct term and will expire at the end of the Lease Term. The Landlord may authorize the renewal of the Lease upon the expiration of the term, and at that time may enter in to a new Lease for a term to be negotiated and at a rental amount, including any fees and charges agreed to between the parties.

At the end of the Lease Term, unless this Lease is renewed for an additional term, this Lease shall convert to a month-to-month duration under the original lease terms. Rent payments will continue to be due in full on the first of each month. The following charges and fees comprise additional rent for the use and occupancy of the Home:

**Utilities.** The Tenant shall be responsible for monthly utility service for all utilities to be provided to the Home, except as otherwise listed below, which utilities are included as paid within the monthly rental payment:

**[None]** \_\_\_\_\_

**Fees.** In addition to the Rent Payments described above, Tenant(s) shall pay the following fees if applicable:

Late Fee:	<b>The greater of \$15.00 or 5% of the monthly rent</b>
NSF Fee:	<b>\$35.00</b>
Pet Rent Fee:	<b>\$25 per pet, per month</b>
Violation Fee:	<b>\$150.00</b>
Other Fee:	<b>Misc Charges</b>

**5. Method of Payment.** All rent payments must be by valid check, money order, cashiers or other official bank check. Cash is not accepted to protect the Tenant(s). Representatives of the Landlord are required to provide a computer-generated receipt with a unique receipt number for every payment tendered by the Tenant(s). If any representative of the Landlord requests payment in cash or offers to provide a receipt other than a computer-generated receipt, the Tenant(s) agree to report this to the customer care line of the Landlord at: **951-262-3575, ext. 6.**

**6. Security and Other Deposits.** In addition to the Rent Payments described above, Tenant(s) shall pay the following:

<b>Type of Deposit:</b>	<b>Amount:</b>
Security Deposit	<b>\$(Equivalent of one month rent)</b>
Other Deposit	<b>(NA – standard for all states in case we need to enter, for example utilities.)</b>

(“Security Deposits”)

Landlord may apply the Security Deposit to past due rent in accordance with Section 13 of this Lease, unpaid fees, the cost of re-renting the Home and damage repairs in accordance with Section 11 of this Lease.

**7. Utility Services.** Tenant(s) shall be responsible for any malfunction of the water, gas, electrical and sewer lines occurring between the point of connection and the Home, if

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caused by the Tenant(s), occupant, or Tenant(s)' guests or family. The "point of connection" is defined as follows for each such utility: (i) for water: from and including the meter (ii) for gas: at Tenant(s)' side of the meter on multi-user tanks (individual tanks and connections are the responsibility of the applicable Tenant(s)); (iii) for electric; from and including the meter and pedestal; and (iv) for sewage: from the Home up to and including the connection point at the septic tank (if applicable) or main line. If a malfunction is reported with respect to any gas, electrical, water and/or sewage connection, Landlord reserves the right to inspect said malfunction. If said malfunction is perceived or found to be the responsibility of Tenant(s) and Landlord is unable to contact Tenant(s) with respect to same, Landlord may (but shall not be obligate to) repair the same and bill Tenant(s) for Landlord's costs.

- 8. Use of the Home.** Tenant(s) may use the Home only for residential purposes. Tenant(s) shall obey, and require anyone on the Home to obey, all laws and any restrictions that apply to the Home, including this Lease, the Prospectus and/or Rules and Regulations for the Community. Leaseholder agrees that he/she has read and understands the Rules and Regulations and agrees to abide by them.

X Initial: \_\_\_\_\_

X Initial: \_\_\_\_\_

X Initial: \_\_\_\_\_

X Initial: \_\_\_\_\_

Tenant(s) and occupants may not build or add external improvements to the Home. The Home must conform to the Home Standard requirements in the Rules and Regulations. Tenant(s) must not allow the Home to become subject to any mortgage, security agreement, pledge or mechanics, laborer's or material men's liens.

Tenant(s) shall not keep any dangerous or flammable items or environmental hazards in the Home without Landlord's consent.

Tenant(s) must act and require all other persons on the Home to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.

- 9. Tenant Vehicles.** Tenant(s) must register all vehicles regularly kept in the Community, and all such vehicles must have valid, current license plates, or are subject to towing from the Community at the Tenant's sole expense. All vehicles owned or regularly used by Tenant(s) as of the date Tenant(s) sign this Lease must be listed below:

Make Model Year: Ford Escort 2020	License Plate Number: TAG123
Make Model Year: Chevy Cobalt 2019	License Plate Number: TAG456

- 10. Home Maintenance.** Tenant must maintain the Home in accordance with the Rules and Regulations, this Lease, and state and local government codes, ordinances and regulations. Tenant(s) are responsible for any costs associated with any damage to the unit, interior or exterior, due to negligence and failure to report any maintenance issues and mechanical malfunctions including but not limited to: electrical issues, plumbing and leaks, roof, doors,

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siding, decks and railing. All service requests are to be reported to the property office at: (919) 299-9933.

X Initial: \_\_\_\_\_

X Initial: \_\_\_\_\_

X Initial: \_\_\_\_\_

X Initial: \_\_\_\_\_

- 11. No Smoking in Residence.** There shall be no smoking within the Home or the surrounding area. Smoking shall be grounds for immediate termination of this Lease. In the event that Tenant/Tenant's guest(s) smokes in the Lease Premises or the surrounding area, Tenant shall be liable for all reasonable costs of cleaning, painting, carpet replacement, and odor remediation due to smoke damage.
- 12. Emergency Maintenance Work.** If emergency maintenance work is required to respond to an immediate danger to Community facilities or to the health or safety of other residents, Landlord may do the work and charge the reasonable costs to the Tenant as a fee or charge under this Lease.
- 13. Renter's Insurance.** Tenant's personal property is not insured by Landlord and Tenant shall obtain renter's insurance at replacement value, insuring Tenant's personal property located at Leased Premises. Landlord assumes no liability for any such loss.
- 14. Surrender of Property.** At the expiration or termination of this Lease, unless Tenant enters a new Lease term with Landlord, Tenant shall surrender the Home in good condition, order and repair, subject only to reasonable wear and tear resulting from the proper use thereof. At such time, Tenant(s) shall pay to Landlord the cost of all repairs and replacements to the Home that are the result of excess wear and tear, based upon the Landlord's rating of the then-condition of the Home "Excess wear and tear" includes but is not limited to, tears, breakage, water damage, mold infestations, pet damage, damage to surfaces, and failure to keep the Home clean. If Tenant(s) vacate the Community and leave behind personal property which remains in the Home, Landlord can consider the property abandoned ten (10) days after the landlord has posted conspicuously a notice of suspected abandonment. f and may possess, remove the property and dispose of it in any manner that Landlord determines in its sole discretion.
- 15. Subletting and Assignment.** Tenant may not sublet the Home or assign or transfer this Lease or any interest in this Lease to anybody without Landlord's prior written permission. Tenant(s) do not have to inform Landlord of overnight visitors or other short-term guests who stay one overnight stay or for less than 24 hours. Any persons, visitors or guests staying longer than that time shall register with the office. Any person so listed may be investigated for criminal and other background information and may not be allowed to remain on the Home subject to that background investigation.
- 16. Binding Nature of this Lease and Rent Due Upon Default.** This Lease shall be binding upon, and inure to the benefit of, Tenant(s) and Landlord throughout the entire term of this Lease, regardless of whether Tenant(s) move out of the Community and/or abandons the

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Home. Tenant(s) will remain responsible for payment of all rent due hereunder during the entire term of the Lease. Failure to pay rent due under this Lease, shall be a default under this Lease and the Landlord may claim all sums due under applicable law for the term of the Lease or until Landlord re-rents the Home.

17. **Notices.** Unless a written notice is posted on the Home it shall be mailed by registered or certified mail, postage prepaid to the Tenant(s). at the Home.
18. **Right of Entry.** The Landlord may enter the Home during normal working hours to make necessary repairs, alterations, improvements. Tenant agrees that Landlord may enter without consent (i) anytime in the case of emergency, (ii) between 9:00 a.m. and 6:00 p.m. for purposes of providing regularly scheduled periodic services, and (iii) between 8:00 a.m. and 8:00 p.m. for purposes of providing services requested by Tenant.
19. **Rules and Regulations and Statements of Policy.** The Rules and Regulations are an integral part of this Lease and are deemed included as terms and conditions of the Lease. Violation of the Rules and Regulations will be considered a breach of this Lease. The Rules and Regulations may be amended from time to time, at the Landlord's discretion, to better serve the Tenant(s) and the Community. Any change or amendment to the Rules and Regulations will be provided in writing to the Tenant(s) at least 30 days prior to becoming effective in the Community, except for changes or amendments required to be implemented immediately due to governmental requirements or circumstances that at the discretion of the Landlord require immediate implementation. Those changes or amendments will be provided to the Tenant(s) in writing and the effective date stated in the notice.
20. **Termination of Lease by the Tenant(s).** After the Lease term ends, and this Lease is month-to-month, if the Tenant(s) want to terminate the Lease, the Tenant(s) must notify the Landlord in writing 30 days in advance. The Tenant(s) are obligated to all Lease terms and to pay rent in full until second month after the date of the notification, even if the Tenant(s) move out of the Community earlier.
21. **Attorney's Fees.** Should any litigation or administrative proceeding be commenced between the parties hereto concerning this Lease, to enforce the terms of this Lease or the rights and duties of either party in relation thereto, the party prevailing in such litigation of proceeding shall be entitled, in addition to such other relief as may be granted, to recover (1) filing fees charged by the court, (2) costs for service of process, and (3) reasonable attorneys' fees actually paid or owed, and if awarded to Landlord, pursuant to a written lease, not to exceed fifteen percent (15%) of the amount owed by Tenant, or fifteen percent (15%) of the monthly rent stated in the lease if the eviction is based on the default other than the nonpayment of rent.
22. **Tenant(s) Certificate.** I/We have received a complete copy of and have read and fully understand this Lease, and the Rules and Regulations, which I/we find to be reasonable, and I/we agree to abide by all provision thereof.

I/We represent and warrant to Landlord that the information set forth on our application for residency and the last page of this Lease is true, complete and correct as of the date set forth below, and I/we agree that any error or omission regarding such information shall make this Lease void. I/We further agree to update all information as necessary to keep the same true, complete and correct always though the term of this Lease. This Lease has been executed by the parties on the date indicated below.

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Tenant

Date

Tenant

Date

Tenant

Date

By: Agent, Landlord

Date

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## ACKNOWLEDGEMENT, RELEASE AND INDEMNITY AGREEMENT

I am giving this Acknowledgement, Release and Indemnity Agreement to and for the benefit of Indian Creek Dealer, LLC ("Landlord") regarding the property located at 1113 Indian Creek Trail, Garner, North Carolina 27529 and commonly known as Indian Creek MHP ("Community").

I, the undersigned, affirm, acknowledge and agree as follows:

1. I have a pet that will live with me while I reside in the Community. My pet is a (describe the animal here – include breed(s) if it's a dog) ( Test data only - Dog Pug.)
2. I affirm and assert that my pet is not aggressive and has never exhibited any aggressive behavior towards people.
3. I affirm and assert that my pet has never bitten or injured a person or other animal.
4. If my pet exhibits any aggressive behavior or bites or injures any people or animals while I reside in the Community, I will immediately notify the Manager of this behavior.
5. I will also notify the Manager in writing if I obtain another or different pet.
6. I agree to follow all rules and regulations established by Landlord and Manager with respect to my pet.
7. I agree to release, hold harmless and indemnify Landlord, and Manager and their respective affiliates, shareholders, partners, officers, directors, employees, agents, successors or assigns from and against any and all claims or demands, costs or expenses arising out of or in any way related to my pet including, but not necessarily limited to, any personal injuries, property damage or other losses which may be caused by my pet.

**I certify that the foregoing is true and correct.**

Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_

**UNEXERCISED OPTION SUBCLASS ADDENDUM**

This ADDENDUM is made a part of, and is incorporated into, the lease attached hereto.

A Final Order and Judgment was entered in a case styled *Rodriguez et al. v. Riverstone Communities, LLC et al.* (Eastern District of North Carolina; 5:21-cv-00486-D), which approved a class-wide Settlement Agreement. Tenant(s) are the members of an “Unexercised Option Subclass Household” (as defined in the Settlement Agreement). This Addendum is intended to clarify certain of Landlord obligations as set forth in the Settlement Agreement.

Notwithstanding anything to the contrary in the attached lease (or the Rules and Regulations incorporated therein), Landlord will make the repairs, and perform the maintenance, that is required of landlords under N.C. Gen. Stat. § 42-42, a copy of which is attached hereto.

TENANT(s):

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

LANDLORD:

\_\_\_\_\_

Date: \_\_\_\_\_



West's North Carolina General Statutes Annotated  
Chapter 42. Landlord and Tenant  
Article 5. Residential Rental Agreements

N.C.G.S.A. § 42-42

§ 42-42. Landlord to provide fit premises

Effective: October 1, 2022

[Currentness](#)

(a) The landlord shall:

(1) Comply with the current applicable building and housing codes, whether enacted before or after October 1, 1977, to the extent required by the operation of such codes; no new requirement is imposed by this subdivision (a)(1) if a structure is exempt from a current building code.

(1a) Comply with all applicable elevator safety requirements in [G.S. 143-143.7](#).

(2) Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.

(3) Keep all common areas of the premises in safe condition.

(4) Maintain in good and safe working order and promptly repair all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances supplied or required to be supplied by the landlord provided that notification of needed repairs is made to the landlord in writing by the tenant, except in emergency situations.

(5) Provide operable smoke alarms, either battery-operated or electrical, having an Underwriters' Laboratories, Inc., listing or other equivalent national testing laboratory approval, and install the smoke alarms in accordance with either the standards of the National Fire Protection Association or the minimum protection designated in the manufacturer's instructions, which the landlord shall retain or provide as proof of compliance. The landlord shall replace or repair the smoke alarms within 15 days of receipt of notification if the landlord is notified of needed replacement or repairs in writing by the tenant. The landlord shall ensure that a smoke alarm is operable and in good repair at the beginning of each tenancy. Unless the landlord and the tenant have a written agreement to the contrary, the landlord shall place new batteries in a battery-operated smoke alarm at the beginning of a tenancy and the tenant shall replace the batteries as needed during the tenancy, except where the smoke alarm is a tamper-resistant, 10-year lithium battery smoke alarm as required by

subdivision (5a) of this subsection. Failure of the tenant to replace the batteries as needed shall not be considered as negligence on the part of the tenant or the landlord.

(5a) After December 31, 2012, when installing a new smoke alarm or replacing an existing smoke alarm, install a tamper-resistant, 10-year lithium battery smoke alarm. However, the landlord shall not be required to install a tamper-resistant, 10-year lithium battery smoke alarm as required by this subdivision in either of the following circumstances:

a. The dwelling unit is equipped with a hardwired smoke alarm with a battery backup.

b. The dwelling unit is equipped with a smoke alarm combined with a carbon monoxide alarm that meets the requirements provided in subdivision (7) of this section.

(6) If the landlord is charging for the cost of providing water or sewer service pursuant to [G.S. 42-42.1](#) and has actual knowledge from either the supplying water system or other reliable source that water being supplied to tenants within the landlord's property exceeds a maximum contaminant level established pursuant to Article 10 of Chapter 130A of the General Statutes, provide notice that water being supplied exceeds a maximum contaminant level.

(7) Provide a minimum of one operable carbon monoxide alarm per rental unit per level, either battery-operated or electrical, that is listed by a nationally recognized testing laboratory that is OSHA-approved to test and certify to American National Standards Institute/Underwriters Laboratories Standards ANSI/UL2034 or ANSI/UL2075, and install the carbon monoxide alarms in accordance with either the standards of the National Fire Protection Association or the minimum protection designated in the manufacturer's instructions, which the landlord shall retain or provide as proof of compliance. A landlord that installs one carbon monoxide alarm per rental unit per level shall be deemed to be in compliance with standards under this subdivision covering the location and number of alarms. The landlord shall replace or repair the carbon monoxide alarms within 15 days of receipt of notification if the landlord is notified of needed replacement or repairs in writing by the tenant. The landlord shall ensure that a carbon monoxide alarm is operable and in good repair at the beginning of each tenancy. Unless the landlord and the tenant have a written agreement to the contrary, the landlord shall place new batteries in a battery-operated carbon monoxide alarm at the beginning of a tenancy, and the tenant shall replace the batteries as needed during the tenancy. Failure of the tenant to replace the batteries as needed shall not be considered as negligence on the part of the tenant or the landlord. A carbon monoxide alarm may be combined with smoke alarms if the combined alarm does both of the following: (i) complies with ANSI/UL2034 or ANSI/UL2075 for carbon monoxide alarms and ANSI/UL217 for smoke alarms; and (ii) emits an alarm in a manner that clearly differentiates between detecting the presence of carbon monoxide and the presence of smoke. This subdivision applies only to dwelling units having a fossil-fuel burning heater, appliance, or fireplace, and in any dwelling unit having an attached garage. Any operable carbon monoxide detector installed before January 1, 2010, shall be deemed to be in compliance with this subdivision.

(8) Within a reasonable period of time based upon the severity of the condition, repair or remedy any imminently dangerous condition on the premises after acquiring actual knowledge or receiving notice of the condition. Notwithstanding the landlord's repair or remedy of any imminently dangerous condition, the landlord may recover from the tenant the actual and reasonable costs of repairs that are the fault of the tenant. For purposes of this subdivision, the term "imminently dangerous condition" means any of the following:

- a. Unsafe wiring.
- b. Unsafe flooring or steps.
- c. Unsafe ceilings or roofs.
- d. Unsafe chimneys or flues.
- e. Lack of potable water.
- f. Lack of operable locks on all doors leading to the outside.
- g. Broken windows or lack of operable locks on all windows on the ground level.
- h. Lack of operable heating facilities capable of heating living areas to 65 degrees Fahrenheit when it is 20 degrees Fahrenheit outside from November 1 through March 31.
- i. Lack of an operable toilet.
- j. Lack of an operable bathtub or shower.
- k. Rat infestation as a result of defects in the structure that make the premises not impervious to rodents.
- l. Excessive standing water, sewage, or flooding problems caused by plumbing leaks or inadequate drainage that contribute to mosquito infestation or mold.

(b) The landlord is not released of his obligations under any part of this section by the tenant's explicit or implicit acceptance of the landlord's failure to provide premises complying with this section, whether done before the lease was made, when it was made, or after it was made, unless a governmental subdivision

imposes an impediment to repair for a specific period of time not to exceed six months. Notwithstanding the provisions of this subsection, the landlord and tenant are not prohibited from making a subsequent written contract wherein the tenant agrees to perform specified work on the premises, provided that said contract is supported by adequate consideration other than the letting of the premises and is not made with the purpose or effect of evading the landlord's obligations under this Article.

### **Credits**

Added by Laws 1977, c. 770, § 1. Amended by Laws 1995, c. 111, § 2, eff. Jan. 1, 1996; S.L. 1998-212, § 17.16(i), eff. Jan. 1, 1999; S.L. 2004-143, § 3, eff. Aug. 1, 2004; S.L. 2008-219, § 2, eff. Jan. 1, 2010; S.L. 2009-279, § 3, eff. Oct. 1, 2009; S.L. 2010-97, § 6(a), eff. July 20, 2010; S.L. 2012-92, § 1, eff. Dec. 31, 2012; S.L. 2022-56, § 2, eff. Oct. 1, 2022.

### Notes of Decisions (78)

N.C.G.S.A. § 42-42, NC ST § 42-42

The statutes and Constitution are current through the end of the 2023 Regular Session of the General Assembly, subject to changes made pursuant to direction of the Revisor of Statutes.

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**End of Document**

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