



## Walnut Street Rentals, Inc

### **RESIDENTIAL RENTAL CONTRACT ADDENDUM**

This RESIDENTIAL RENTAL CONTRACT ADDENDUM (the “Addendum”) is executed and made a valid and binding part of the Residential Rental Contract executed herewith, attached hereto, and dated August 1, 2010 (“Lease”) for the below-listed property by and between the below-listed Tenant(s) (each individually and collectively, if more than one, a “Tenant” hereunder), and the below-listed Landlord for and upon valid, valuable, and mutual consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto. Each individual Tenant shall be jointly and severally liable and responsible for any term and condition hereunder.

Property Address: 123 Elm Street, Anytown, NC 27513 (“Premises”)

Tenant(s): Mr. Sample Tenant (“Tenant”)

Landlord: Mr. Sample Landlord (“Landlord”)

Landlord’s Agent (as of Lease signing): Walnut Street Rentals, Inc.  
 (“Agent”)

**THE FOLLOWING TERMS SHALL BE AND ARE HEREBY INCLUDED IN AND MADE A VALID AND BINDING PART OF THE LEASE. THIS ADDENDUM IS INTENDED TO BE A WRITTEN MODIFICATION OF AND SUPPLEMENT TO THE LEASE. IF ANY TERM LISTED IN/UNDER THIS ADDENDUM CONFLICTS WITH ANY TERM LISTED IN THE LEASE, THEN THE TERM LISTED IN THIS ADDENDUM SHALL AT ALL TIMES SUPERSEDE AND CONTROL:**

1. **Rent Collections:** Rent is due and payable on and no later than the FIRST (1<sup>st</sup>) calendar day of each and every month. Tenant’s rent and all other payments due under the Lease shall not be considered paid (and will remain unpaid) until Landlord: (i)

Tenant Initials: \_\_\_\_\_

receives such payment; (ii) endorses such payment; (iii) deposits such payment with its banking institution; and (iv) the banking institution honors such payment and Landlord receives the full value for the same; and, until all four (4) of these events occur, Tenant agrees that he/she has not made any kind of payment, nor has Landlord accepted any kind of payment. Tenant agrees that it is his/her sole responsibility to ensure that Landlord, through Landlord's agent, receives timely payment of rent and other charges due under the Lease. Tenant shall be in material default of the Lease if Tenant's form of payment is lost, stolen, mishandled by the postal service or other courier, delayed by the bank, delayed by electronic payment methods, and/or otherwise does not make it to Landlord for any reason whatsoever by the date on which such payment becomes due. If full payments of rent due hereunder are not actually received by Landlord from Tenant or on Tenant's behalf by on or before the first (1st) day of the month for which it is due, then the Landlord, in addition to any other remedies provided for herein or by applicable law, shall have the immediate right to and may, without any notice, demand, or deduction of any kind, immediately terminate Tenant's right to possession of the Premises and evict Tenant by filing a civil summary ejectment action as soon as the 2<sup>nd</sup> of each month.

2. **Method of Payments:** Tenant shall make all payments due hereunder payable to, and Tenant shall deliver all payments to, Landlord's Agent, Walnut Street Rentals, via one of the following methods:

- Mail to: PO Box 3812, Cary, NC 27519.
- Set up and make a one-time electronic draft payment via our website:
  - o <http://www.walnutstreetrentals.com>
- Set up and make monthly electronic draft payments via an agreement with Walnut Street Rentals
- Delivery to 215 East Chatham St. #110, Cary NC 27511 or 6325 Falls of Neuse Rd, Ste. 11, Raleigh, NC 27615 (24/7 drop box provided)

3. **Electronic Payments:** Tenant is and shall be solely responsible for setting up any account, draft payments, and/or other electronic payments, including any mobile applications, and for properly using such methods, and for submitting such electronic payments with sufficient time such that Landlord actually receives payment by its due date. Notwithstanding any authorization given herein for electronic and/or draft payments, Landlord may revoke, cancel, and/or otherwise terminate Tenant's ability to pay electronically at any time and for any reason and thereafter require Tenant to pay by such other methods as Landlord desires. Landlord shall have the right to reject any electronic payment within 72 hours of Landlord's discovery of the payment at Landlord's sole election and, in such case, no legal or other kind of "acceptance" or waivers shall be deemed to have occurred. In rejecting a payment, Landlord may request or initiate

the reversal, return, and/or pay back of Tenant's payment in any manner whatsoever, whether by check written to Tenant, cash, transfer of the funds, and/or any other form.

4. **Maintenance/Repair Request Procedure:** Except in the case of an emergency and/or in the case of an imminently dangerous condition, all requests for repairs by Tenant to, for, or concerning the Premises must be made in writing online through the Agent's website, <http://www.walnutstreetrentals.com> or via email to [team@walnutstreetrentals.com](mailto:team@walnutstreetrentals.com), or otherwise in writing. In the case of an emergency and/or an imminently dangerous condition, Tenant shall notify Landlord immediately by any method possible and then shall follow-up in writing as soon as it is practically possible to do so, not later than 24 hours following the emergency.

- **For emergency repairs, please call or text our service line at 919-228-9492.**
- Tenant shall be responsible for and shall pay for any damages resulting from an unreasonable delay in submitting a service request.

5. **Condition Upon Move-In, Proper Use of Facilities, and Drain/Sewer Systems:** Unless reported by Tenant in writing within five (5) days from the beginning of the initial term of the Lease, it is stipulated and agreed by Tenant that the Premises is in a good, working, habitable, and safe condition. After the 5<sup>th</sup> day of occupancy, Tenant shall be responsible for clearing all drain lines and any drain stoppages, except where the stoppage is caused by a tree root or a structural defect of the Premises. It is agreed that Tenant knows how to properly operate all systems, appliances, and facilities unless otherwise reported to Landlord's Agent in writing, at which time Landlord will provide information to Tenant about the same. Tenant shall use all facilities only as they are intended. Tenant shall not permit or pour down any grease, toxic chemicals, dirt, debris, and/or anything else in or through any plumbing drains other than water-soluble materials, non-toxic or non-greasy liquids, or very minimal food debris that is intended and expected within reason to be used and processed by the garbage disposal available in the kitchen sink. Tenant is and shall be solely responsible for, and shall pay for, any damage caused by incorrectly clearing any stoppage and for all damages resulting from neglect, abuse, or incorrect operation of any facilities, appliances, and systems. Tenant may request and is encouraged to contact the property manager to arrange for an approved plumber to clear stoppages at the Tenant's expense.

6. **Filters:** Landlord shall provide filters upon delivery of possession of the Premises. Tenant shall thereafter regularly inspect, clean, and/or replace and pay for at Tenant's sole expense all air filters to/for the Premises every three (3) months, and more frequently if any such filter(s) becomes dirty and/or replacement is necessary to prevent damage to the HVAC, air conditioning, heating, or other system and/or the Premises. Tenant shall also regularly inspect, clean, and/or replace and pay for at Tenant's sole

expense all other filters at the Premises (including, but not limited to, all filters for the refrigerator and range hood) in a timely fashion once they are dirty or the system indicates that replacement is needed to prevent damages to the same. Inspecting, cleaning, and/or replacing filters, or any other action required or taken by Tenant, however, shall not relieve Tenant of any damages caused to the HVAC, air conditioning, heating, refrigerator, range good, or other system and/or the Premises. Tenant is and shall be responsible for all damages resulting from dirty or missing filters, which the Parties agree constitutes damages above ordinary wear and tear, including the costs incurred by Landlord for having systems and the HVAC unit inspected and serviced if damages were believed to be caused by Tenant for not properly maintaining the same.

7. **Utilities:** All utilities and/or services at, for, or concerning the Premises (including, without limitation, water, power, electricity; gas; cable; internet; phone; garbage; and any other) shall be furnished, set up, installed, and paid for exclusively by the Tenant directly to the corresponding utility company and/or service provider at Tenant's sole expense (Tenant's "Utilities"), unless otherwise noted in the Lease. Tenant shall switch all of Tenant's Utilities into Tenant's name before taking possession of the Premises. Tenant shall thereafter maintain continuous utility services at the Premises (without disconnection, cancellation, disruption, and/or interruption) and pay for all charges and costs associated with the same at all times while this Lease is in effect, including, without limitation, any period when Tenant vacates prematurely prior to the expiration or termination of the Lease until a new tenant receives possession of and moves into the Premises. Tenant shall notify Landlord in writing of the precise date/time at which any Utilities are or will be disconnected within one (1) hour of any such disconnection in order to prevent and mitigate damages to the Premises.
  
8. **Carpet Cleaning:** Tenant shall have all carpets professionally cleaned by a cleaner approved by Walnut Street Rentals when Tenant vacates the Premises, regardless of an early move-out or Tenant's breach of the Residential Rental Contract, and Tenant shall provide the receipt and proof of the same to Walnut Street Rentals within 7 days of vacating the Premises. If the Tenant has or at any time had pets, Tenant shall also include and pay for the pet treatment offered by carpet cleaner. Tenant shall contact Walnut Street Rentals for list of approved carpet cleaners.
  
9. **Flooring:** Tenant shall keep all heavy furniture (i.e. over 100 pounds) directly off the hardwood or laminate flooring and shall instead place any such furniture upon carpets, rugs, or other non-abrasive products. All chairs and furniture must have felt tips on contact surfaces with the flooring to prevent scratching or dents and Tenant and guests shall not walk on the flooring with high heel shoes or other shoes that could scratch the flooring. Tenant shall only use a non-damaging agent or cleaner or a professional hardwood cleaning company to clean the floors.

10. **Smoking:** The real property, and all buildings and structures thereon, comprising the leased Premises are and shall remain entirely smoke free. Tenant and/or any of Tenant's occupants, guests, or invitees, or any other person shall not smoke or use in any manner whatsoever any cigarettes, e-cigarettes, vapor cigarettes or other vaping products, pipes, cigars, illegal drugs, or any other substance at, in, on, or near the Premises, including any garage, shed, storage room, or other structure upon the Premises, as **there shall be NO smoking allowed inside or within the Premises.** Tenant may smoke outside of the Premises, provided that all related waste and ash are cleaned up immediately and at all times, that no windows or doors are open to allow smell to enter the Premises, and that any smoking does not cause a nuisance to neighbors or management. Any damages whatsoever directly or indirectly caused by smoking inside or near the Premises shall conclusively constitute damages above ordinary wear and tear.

11. **Damages Above Ordinary Wear and Tear:** Without limiting the generality of damages above ordinary wear and tear, it is expressly understood that the following shall not in any way be considered normal wear and tear and shall be considered above normal wear and tear and Tenant's sole responsibility and liability: (1) all damages caused by pets; (2) all damages caused by smoke and/or smoking; (3) all damages caused to any hardwood floors and carpets within the Premises, including, without limitation, any scratches, holes, water stains, stains, pulls, missing pieces, discolorations, and/or other marks of any kind; (4) all physical damages to the appliances; and (5) the replacement cost of, plus the cost of any installation and/or service fees related to, all missing items from the Premises that were in the Premises at the time possession was provided to Tenant.

12. **Mold and Air Quality Tests:** Tenant has inspected (and/or been given the opportunity to inspect) the Premises prior to the execution of the Lease and acknowledges and agrees that no known molds or mildews exist therein. It is expressly agreed that Landlord is not, and shall not be, required to obtain, request, or have performed any mold, air quality, mildew, or other similar testing in connection with the Premises at any time, at Tenant's request, or under any circumstances, nor shall Landlord be responsible and/or liable for the payment of any costs associated with any such testing performed or requested to be performed by Tenant. If Landlord elects, in its sole discretion, to obtain its own mold, air quality, mildew, or other similar test, which Landlord shall not under any circumstance be required to do, then Tenant agrees and acknowledges that Landlord shall not be required to disclose to the Tenant, or to any of Tenant's representatives, agents, designees, or other person, the results of said testing unless the results clearly state that the type of mold, air quality, mildew, or other substance, or the levels thereof, present in the Premises during said testing cause the Premises to be unsafe for human occupation as determined by the testing company.

13. **Accidental Damages:** Tenant expressly agrees that Tenant shall alone be liable for all accidental damages occurring on, upon, at, and in the Premises. This provision is intended to contract around N.C. Gen. Stat. § 42-10.

14. **Vacating the Premises:** On or before the last day of the Lease and/or the termination of Tenant’s right to possession, whether by the Landlord or otherwise, Tenant shall turn in all keys and garage openers to the Premises and remove all personal belongings and trash. To the extent that there are any items of personal property or trash remaining in, at, or on the Premises when Tenant surrenders any key(s) to Landlord, Tenant agrees that any such remaining items are/were of no value to Tenant whatsoever and that Landlord may throw away, discard, and/or otherwise dispose of them without incurring any liability to Tenant and Tenant shall pay Landlord, through its Agent, for any costs incurred for the removal of said items or any trash left behind. Tenant shall not remove any appliance and equipment manuals and information, paint cans, additional flooring, tiles or other materials, window screens and any other items provided by Landlord at the start of the tenancy, as the same shall remain in the Premises upon Tenant vacating the Premises. If any of said items are missing or damaged, Tenant shall pay for any replacements thereof at Tenant’s sole expense.

15. **Right of Entry and Inspections:** Landlord and Landlord’s representatives, agents, and/or any other designees may enter, use, and/or otherwise come upon the Premises at any times reasonable in Landlord’s sole discretion regardless of whether or not Tenant is able to be and/or is physically at the Premises at the time and on the date selected by Landlord in Landlord’s sole discretion in order to: (a) inspect the Premises and/or investigate or determine Tenant’s compliance with the Lease and/or proper care of the Premises; (b) make any requested, necessary, and/or other repairs, decorations, alterations, or improvements; (c) supply any services; (d) inspect/determine whether Tenant has abandoned, vacated, and/or surrendered possession of the Premises; and (e) exhibit and/or show the Premises to any prospective or actual renters, tenants, purchasers, mortgagees, workmen, contractors, police or law enforcement or emergency officials, or any other person within Landlord’s sole discretion at any time during the tenancy; and (f) post any “for sale,” “for rent,” or other similar signs upon, at, in, or in front of the Premises in Landlord’s sole discretion. Landlord will provide Tenant with at least 24 hours’ notice to enter or come upon the Premises except in the case of any emergency, in which case Landlord, its representatives, agents, and/or any other designees, and/or law enforcement officials, may enter or come upon the Premises without any advance notice to Tenant. Tenant and Tenant’s occupants, guests, and/or other persons at the Premises shall not in any way interfere with, impede, or otherwise prevent Landlord’s access, or Landlord’s Agent’s or other designee’s access, to the Premises and shall allow the same free access to the Premises at any time and date selected solely by Landlord. If Tenant is not or cannot be at the Premises to make it

available at the time and on the date selected by Landlord, then Landlord, or Landlord's Agent's or other designee's access, may and shall have the right to make any such entries by duplicate or master key or by any other method if key access is unavailable or restricted without being in breach hereof and without the same constituting a trespass, a breach of Tenant's right to quiet enjoyment of the Premises, and/or a constructive eviction. Walnut Street Rentals will inspect the entire Premises a minimum of three (3) times during the first year of tenancy; without limiting Walnut Street Rentals' right to select the times at which its agents will inspect, it is anticipated that such inspections will occur around the 5<sup>th</sup> week of tenancy, and then 6 months and 12 months into the tenancy. If lease is renewed or continues on month to month terms inspections will occur twice per twelve-month period.

16. **Showings:** Landlord or Agent will provide notice to Tenant of any showings to re-lease or sell the Premises on the day prior to showing. Landlord agrees not to exceed 2 showings per day, though multiple parties may be shown during the showing time. Showings will not occur after 7pm. All showings will be conducted with a licensed real estate agent unless the Premises is being sold by the Landlord without use of a licensed real estate agent. **Tenant shall cooperate and not interfere with any showings. Tenant shall also crate, contain, or remove any pets for all showings and allow full access to the Premises.** Tenant agrees that Landlord or its Agent may install a lockbox at the Premises to facilitate any showings.

17. **Alterations:** Tenant shall not alter the Premises in any way without Landlord's prior written consent. Tenant may use small nails creating holes smaller than 1/4 of an inch in interior drywall walls only to hang pictures and home décor; Tenant shall leave all such small nail holes untouched upon the end of the tenancy. The number of nail holes shall not exceed 5 nail holes per room. Tenant shall not use or drive any nails or holes into the exterior of the Premises, any trim work, doors, door or window frames, brick, cement, floors, fireplace mantle, or ceilings.

18. **Satellite Dishes:** Tenant shall not install, use, place, or otherwise have any satellite dish upon or near the Premises without prior written permission from Landlord or Landlord's Agent. Any dish shall not be attached to the Premises in any way unless required by the Homeowner's Association and must conform with all local ordinances, city, county, state or Homeowner's Associations restrictions and guidelines. Any outlets that are installed must be wall outlets to prevent any exposed wiring on the exterior or interior of the Premises. Tenant shall remove any satellite dish upon vacating the Premises. Any installation, use, placement, and removal of any dish shall constitute damages above ordinary wear and tear, shall be at Tenant's sole expense, and shall be completed by a licensed professional in a proper, workman-like fashion without damaging the Premises in any way and in such a manner that restores the Premises to

the same condition it was at the outset of the Lease. Tenant shall be solely responsible for any damages related to the installation, use, placement, presence, and removal of any satellite dish or its components.

**19. Trampolines & Pools:** No trampolines or above ground pools are allowed at the Premises without Landlord or Agent's prior written approval.

I/We, the Tenant, have read, understand and agree to the addendum as written. My/Our signature(s) below indicates our understanding and acceptance of all the terms and conditions contained in this document.

TENANT(S):

\_\_\_\_\_(SEAL)  
(SEAL)

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

\_\_\_\_\_(SEAL)  
(SEAL)

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

\_\_\_\_\_(SEAL)  
AGENT

Date: \_\_\_\_\_  
(SEAL)

\_\_\_\_\_(SEAL)  
Date: \_\_\_\_\_

LANDLORD(S):

\_\_\_\_\_

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

\_\_\_\_\_

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

By: \_\_\_\_\_

\_\_\_\_\_

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