



Walnut Street Rentals, Inc

MAINTENANCE ADDENDUM

This MAINTENANCE ADDENDUM (the "Maintenance Addendum") is executed and made a valid and binding part of the Residential Rental Contract executed herewith, attached hereto, and dated August 1, 2020 ("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 MAINTENANCE ADDENDUM IS INTENDED TO BE A WRITTEN MODIFICATION OF AND SUPPLEMENT TO THE LEASE. IF ANY TERM LISTED IN/UNDER THIS MAINTENANCE ADDENDUM CONFLICTS WITH ANY TERM LISTED IN THE LEASE, THEN THE TERM LISTED IN THIS MAINTENANCE ADDENDUM SHALL AT ALL TIMES SUPERSEDE AND CONTROL:

PURPOSE: You, as the Tenant, are responsible for performing and maintaining the below-listed items and conditions as part of your tenancy and during the term of your Lease. This is not a comprehensive or exhaustive list of items and does not include everything that the Tenant is and shall be responsible for maintaining. The items below are also dependent on the type of residence being leased (apartment, single-family house, duplex, condominium, etc.) and what kind of improvements it contains. If an item does not apply to you, it will contain a line striking through the words.

GOOD HOUSEKEEPING IS EXPECTED OF EVERYONE:

- Tenant shall maintain the Premises in a good state of upkeep and cleanliness at all times during the tenancy.
- Tenant shall keep any garbage area neat, clean, devoid of any offensive smell and any bugs or pests.
- Tenant shall keep and maintain the Premises and any appliances therein in clean, orderly, and good condition and shall use in a proper, careful, and reasonable manner any and all electrical, plumbing, sanitary, heating, air conditioning, ventilating (including, without limitation, kitchen and bathroom fans), and/or other facilities, appliances, or systems that are part of or for the Premises.

VEHICLES:

- Parking at the Premises shall be limited to any vehicles owned and/or permitted to be used by Tenant, Tenant's authorized occupants, and Tenant's guests.
- Tenant and Tenant's guests may park only in the designated areas and not on any grass, lawn, or other areas of the Premises that are not specifically designed for parking.
- No Tenant, guest, person, or company shall maintain (with maintenance to include, but not be limited to, oil changes, battery replacement, and any other car maintenance) or repair any vehicle on the driveway, garage floor, or other area of Premises or apartment complex at any time; all such areas shall be kept entirely free of oil and grease.
- Any and all vehicles parked at or near the Premises shall at all times have a current license tag, current inspection sticker, and shall be operable, in good, working order and repair, and be lawfully drivable upon the roadways of the State of North Carolina.

MOLD AND MILDEW: Tenant acknowledges and affirms that molds and mildews are naturally occurring microscopic organisms that can safely be found virtually everywhere in the environment, including within the Premises, and understands that the presence of molds and mildews at the Premises will occur and cannot be avoided. To help prevent mold and mildew from accumulating in the Premises, Tenant shall:

- Clean and dust the Premises on a regular basis.
- Remove moisture on windows, walls, and other surfaces immediately.
- Immediately notify Agent of any evidence of a water leak or excessive moisture or standing water.
- Immediately notify Agent of the presence of, or the suspected presence of, any mold, mildew, or similar growth or accumulation in the Premises after you have attempted to remove it using common household cleaning solutions or anti-microbial products.
- Immediately notify Agent of any malfunction, or suspected malfunction, of any part of the heating, ventilation, air conditioning, plumbing, or laundry systems.
- Immediately notify Agent of any inoperable doors or windows.
- Maintain an indoor temperature range of sixty-eight (68) degrees to seventy-two (72) degrees Fahrenheit in Winter and seventy-four (74) to seventy-eight (78) Fahrenheit in Summer at all times, which Tenant agrees is a reasonable temperature range.
- Keep the HVAC fan on "AUTO" mode and not "ON" mode at all times while unit is functioning.
- Use appropriate and reasonable ventilation as appropriate under the circumstances to reduce and minimize the presence of humidity at and within the Premises.
- Run all kitchen fans while cooking and bathroom fans while bathing or showering and keep them running afterwards until excess moisture is removed from the air and water has been evaporated.
- Do not open windows or leave open when it is raining.

LIGHTS, FILTERS, FUSES, ETC.: Tenant shall:

- Replace at the Tenant's expense all burned-out electric light bulbs and blown fuses within 24 hours.
- Leave working light bulbs in all electrical sockets at end of tenancy.
- Reset tripped circuit breakers and oven timers as needed to prevent damage to the Premises.
- Relight oil or gas furnaces and hot water heaters as needed to prevent damage to the Premises.
- Replace each/all heating/air conditioning filters at least once 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.
- Leave new filter in the air return at end of tenancy.

REPAIRS:

- Tenant and Tenant's guests, occupants, and/or other persons shall not authorize or perform any maintenance or repairs at Landlord's or Agent's expense. Tenant will not be reimbursed for the costs of any unauthorized repairs that Landlord is responsible for, nor will Tenant be permitted at any time to deduct the costs or expenses of such unauthorized repairs from Tenant's rent.
- Tenant will be charged for contractor's, technician's, and/or Walnut Street Rentals employee's time should any of the following occur:
- Tenant fails to keep or show up for an appointment or fails to allow Landlord or its Agent access to perform maintenance, home inspection, or any other scheduled appointment.
- Request repairs and contractor or employee of Walnut Street Rentals is unable to access house for any reason caused by Tenant, including but not limited to, change or addition of locks and chains or pets not contained.
- Tenant requests to be present for the appointment but isn't present at time of appointment to allow access.
- Tenant fails to keep a scheduled Homeowner's Association appointment or allow access to perform service and contractor or employee of Walnut Street Rentals has to go to Premises to allow access. Any fees charged by Homeowner's Association for missing said appointment will be assessed against the Tenant.
- Any unnecessary repairs or maintenance calls or caused by Tenant, including, but not limited to, clogged drains and clogged toilets.
- Any repairs that Tenant is responsible for or causes due to Tenant not maintaining the Premises as agreed herein and in the Lease.

FIRE SAFETY:

- If Tenant elects to operate the fireplace at his/her sole risk, Tenant shall properly and carefully follow all written and oral rules and instructions provided by Landlord for the fireplace and Tenant shall only use the same in a proper and reasonable manner.
- Tenant shall not attempt to tamper with or attempt to grill anything inside or near the fireplace nor shall Tenant permit any other person do to so.
- Do not build a fire in a fireplace that has connections for gas logs.
- Do not store or place ashes in trash cans.
- 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, Tenant shall:

- Allow water to trickle from faucets at all times when the outside temperature is freezing or below, and place lights as appropriate.
- Have water turned off and water lines drained if Tenant is away from, or could be away from, the Premises for any period longer than five (5) days.
- Leave sufficient heat in the house at all times.
- Disconnect garden hoses from the outside faucets.

LOCKS: Tenant shall not:

- Install any new locks or change the locks to, for, or concerning the Premises, unless expressly authorized in writing by Landlord or its Agent, or by applicable North Carolina law, including, without limitation N.C. Gen. Stat. ? 42-42.3, and, if so authorized, only in the specific manner and upon the specific conditions and requirements designated thereby.
- Do not change the key setting to another key if the locks are made to do so without Agent's written approval.
- Immediately provide Agent with keys for any changed or additional locks within 48 hours.
- Do not change the garage pad door code, if applicable, without Agent's approval and if approved, provide the new code to Agent within 48 hours.

HOA FINES: If the City and/or any HOA imposes upon Landlord one or more fines and/or fees as a result of Tenant's failure to comply with any terms of the Lease, and/or of any rules, regulations, and/or ordinances of the City in which the Premises is located, and/or of any rules, covenants, and restrictions of any HOA, Tenant shall be liable and shall pay for all such fines and/or fees immediately. If Landlord pays for the same, which Landlord shall not be obligated to do but may do, such fines and/or fees shall be added to Tenant's ledger and Tenant shall reimburse Landlord the amount paid immediately upon Landlord's demand.

EXTERIOR MAINTENANCE: Tenant shall:

- Mow the grass in a timely manner, including hedge and trim work, as needed to conform to neighborhood standards and HOA rules, regulations, and directives.
- Trim all bushes that do not require the use of a ladder at least semi-annually.
- Keep porches, patios, balconies and front and back yards entirely free of clutter, unsightly items, and other personal articles.
- Cut down and/or remove all ivies from growing on the exterior of the property or in the bushes.
- Maintain all bed borders from accumulating weeds and keep them in the state in which they were upon the start of the tenancy, adding mulch as needed.

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):

LANDLORD(S):

_____(SEAL)

_____(SEAL)

Date: _____

Date: _____

_____(SEAL)

_____(SEAL)

Date: _____

Date: _____

_____(SEAL)

By: _____(AGENT)

Date: _____

Date: _____

_____(SEAL)

Date: _____