

NC DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES

STATE OWNED RESIDENCE LEASE AGREEMENT

STATE OF NORTH CAROLINA

COUNTY OF _____

THIS LEASE AGREEMENT, made and entered into this the ____ day of _____, 20____, by and between the **STATE OF NORTH CAROLINA**, through the North Carolina Department of Agriculture & Consumer Services hereinafter designated as Lessor, and _____, hereinafter designated as Lessee;

WITNESSETH:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and amended on September 8th, 1999 and April 1, 2003.

WHEREAS, the Department of Administration has delegated to the Department of Agriculture the authority to execute this lease agreement by a memorandum dated the 26th day of March, 1982; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the premises and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessor does hereby rent, lease and demise unto Lessee for and during the term and under the terms and conditions hereinafter set forth, those Premises, with all rights, privileges and appurtenances thereto belonging, lying and being in the County of _____, North Carolina, and more particularly described as follows:

BEING that certain house and lot located at (address) _____,
_____ (city) in _____ County, North Carolina.

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. TO HAVE AND TO HOLD said leased premises for a term of three (3) years, commencing on the ____ day of _____, 20____ or as soon thereafter as possession of the leased premises is ceded to Lessee, and terminating on the ____ day of _____, 20____.
2. Leasing of the premises is contingent on Lessee maintaining employment in Position # _____. If Lessee fails to maintain employment in the designated position, for whatever reason, then the lease will be terminated no more than 30 days from date of separation from designated position.
3. The Lessor and Lessee will inspect the premises and complete a "Residence Inspection Report" to document any concerns or damage to the facility prior to the Lessee moving into the premises. The "Residence Reporting Form" will become a part of the lease agreement and will be updated during the lease term if any additional inspections are conducted. Lessor and Lessee will make note of any needed repairs.

4. DUTIES OF THE LESSOR: The Lessor shall maintain the premise in a safe, fit and habitable condition as required by the North Carolina Residential Rental Agreement Act, NC General Status 42-42(a). Lessor will comply with current applicable building and housing codes. Lessor will maintain in good working order and promptly repair all electrical, plumbing, sanitary, heating, ventilation, air conditioning and other facilities upon written notification of the Lessee. Lessor will provide operable smoke detectors in the premises and repair or replace within 15 days upon written notification by the Lessee. Lessee may not render inoperable the smoke detector(s) installed in the premises, nor knowingly permit any other person to do so. Lessor will provide to Lessee a "Disclosure of Information on Lead-Based Paint" acknowledged by both Lessor and Lessee. Fully executed "Disclosure" will be a part of the lease document.
5. MAINTENANCE AND GENERAL UPKEEP: The Lessee agrees to cover the cost of utilities including but not limited to water, sewer, heat, electricity, internet services, cable television, garbage/trash disposal and telephone service. Lessee agrees to maintain the premises (residence, lawn, shrubbery, outbuildings, etc.) in a neat, orderly and sightly manner at all times. Lessee agrees to help keep the premises free of debris or any other objects which detract from the appearance of the premises; and to surrender the premises at the conclusion of this Lease in as good condition as they now are, ordinary wear and tear excepted. It is further agreed between Lessor and Lessee that any equipment placed in the building by Lessee and not permanently attached to the building shall not be considered a permanent alteration or improvement. All lessee vehicles shall only be parked in the driveway or designated parking areas on the premises.
6. USE OF PREMISES: Lessee shall be permitted to conduct non-commercial gardening operations, at Lessee's own expense. All commercial uses of the property are prohibited without written authorization from the Lessor. Trees, shrubbery and other perennial plants will not be removed without written permission from the Lessor.
7. USE OF PREMISES ABSENCES: The Lessee agrees to occupy and use the Premises only as a private dwelling unit. Lessee shall notify Lessor in writing of any anticipated extended absence from the Premises, not later than the first day of the extended absence.
8. ASSIGNABILITY / SUBLETTING: Lessee may not assign or sublease any interest in the Premises without the prior written consent of Lessor.
9. ENTRY INTO PREMISES BY LESSOR/AGENT: Lessee shall permit entry of Lessor's authorized agents for inspection and repair of the house during reasonable hours and with prior notice. Subject to Lessees' consent (which shall not be unreasonably withheld), Lessor shall have the right to enter the premises to make inspections or to provide necessary repairs or services. As provided by law, in the case of an emergency, Lessor may enter the Premises without Lessees' consent.
10. PETS / PET DEPOSIT: Lessee agrees to keep no animals on the premises other than common household pets (dogs, cats, fish, song birds, hamsters) provided these animals are well kept and do not create unhealthy conditions or become a nuisance. All animals owned by the Lessee shall be confined to the property and not allowed to roam freely. After the termination of the Lease, Lessor may access a fee for extermination and/or repair of damage to the premises resulting from the presence of pets therein. Any extermination or repair due to the presence of pets during the term of this Lease will be the responsibility of the Lessee. The Lessor shall have the right to limit the number of pets kept by the Lessee at the premise. No exotic or dangerous pets will be allowed.

11. LIVESTOCK: Lessee agrees to keep no livestock (horses, cattle, swine, goats, fowl, etc.) on the premises, unless the property has provisions (fencing, shelter, etc.) on site, and only when approved in advance and in writing from the Lessor.
12. PAYMENT FOR DAMAGES: Lessee agrees to pay for any damages to the premises attributable to the negligence or intentional act of Lessee, a member of Lessee's family, or a guest of Lessee. Upon termination of the Lease, the Lessor may request reimbursement from the Lessee for the cost of any repairs.
13. ABIDING BY LAWS OF STATE OF NORTH CAROLINA: Lessee agrees to abide by the laws and rules of the State of North Carolina and its political subdivisions and by the regulations reasonably adopted by the Lessor for its Lessee. Any activities which are illegal or which constitute a nuisance to adjoining property owners are strictly prohibited and will result in immediate eviction from the property.
14. REPAIRS & RENOVATIONS: Lessee will be responsible for routine maintenance and upkeep of the Premises. Lessee will promptly notify the Lessor in writing of any major repairs or renovations. Lessee shall not make any alterations, changes, renovations or improvements to the Premises, structural or otherwise, without the prior written consent of the Lessor. As deemed necessary by the Lessor, prior to the commencement of alterations, renovations or improvements of the Premises, the Lessee shall submit plans for approval to insure compliance with State of North Carolina Building Codes.
15. STRICT PERFORMANCE: The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties.
16. PROPERTY INSURANCE: It is understood that no policy of insurance carried by Lessor shall provide any coverage for Lessee or Lessee's property. In the event of the destruction or substantial damage to the premises by fire, wind, storm or other hazard, this Lease shall terminate. It is expressly understood that the Lessor shall have no duty to repair or rebuild. Lessor and Lessee shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and the property located on the Premises.
17. PERSONAL PROPERTY COVERAGE: Neither Lessor nor any of its agencies, instrumentalities or employees shall in any event be liable for damage to Lessee from the stoppage of heat, or other service or for injury to persons or necessitated by repairs or improvements to the premises. In addition, except to the extent covered by Lessor's insurance, neither Lessor nor any of its agencies, instrumentalities or employees shall be liable to Lessee for damage to person or property caused by leaks, breaks or overflows of roof, pipes, drains, plumbing fixtures, falling debris, imperfect wiring, latent defects in the building, or by any events or causes beyond the control of Lessor and not caused by Lessor's negligence so as to be compensable under the North Carolina Tort Claim Act (G.S. 143-291 et seq.).

- 18. **DEFAULT:** The Lessor reserves the right to terminate this Lease and reenter the premises upon the breach of any term or condition of this Lease. Lessee shall be in default of this Lease, if Lessee fails to fulfill any lease obligation or term by which Lessee is bound. Subject to any governing provision of law to the contrary, if Lessee fails to cure any obligation within 10 days after written notice of such default is provided by Lessor to Lessee, Lessor may take possession of the Premises without further notice, and without prejudicing Lessor's rights to damages. In the alternative, Lessor may elect to cure any default and the cost of such action shall be added to Lessee's financial obligation under this Lease. Lessee shall pay all costs, damages and expenses suffered by Lessor by reason of Lessee's defaults. The Lessor further reserves the right to terminate this Lease and reenter the premises upon sixty (60) day's notice, delivered to Lessee personally or by mail at the house, upon the sale of the premises by the Lessor, or upon a decision by the Lessor to use the premises for a purpose other than as a residence.

- 19. **DANGEROUS MATERIALS:** Lessee shall not have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Lessor is obtained and proof of adequate insurance protection is provided by Lessee to Lessor.

- 20. **HABITABILITY:** Lessor and Lessee have inspected the Premises and fixtures, completed a "Residence Inspection Form" and acknowledge that the Premises are in a reasonable and acceptable condition of habitability for the intended use. If the condition changes so that, in Lessee's opinion, the habitability of the Premises is adversely affected, Lessee shall promptly (within 3 days) provide reasonable notice to Lessor.

- 21. **NOTICE:** All notices herein provided to be given or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

To the Lessor: NC Department of Agriculture & Consumer Services
 Property & Construction Division
 1001 Mail Service Center
 Raleigh, North Carolina 27699-1001

To the Lessee: _____ (Name)
 _____ (Address)
 _____, North Carolina _____

With copy to: _____ (Facility)

Attn: _____ (Site Manager/Supervisor)
 _____ (Address)
 _____, North Carolina _____

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice as set forth above.

22. ENTIRE AGREEMENT / AMENDMENT: This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the parties obligated under the amendment signs the writing.
23. SEVERABILITY: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
24. CUMULATIVE RIGHTS: The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.
25. GOVERNING LAW: This Lease shall be construed in accordance with the laws of the State of North Carolina.

NC Department of Agriculture & Consumer Services
Residence Lease Agreement
Property Address _____

IN TESTIMONY WHEREOF, this Lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

LESSOR:
STATE OF NORTH CAROLINA

G. Kent Yelverton, Director
Property and Construction

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, A Notary Public in and for the County and State aforesaid, do hereby certify that G. Kent Yelverton personally came before me this day and acknowledged the due execution by him of the foregoing instrument as Director of Property and Construction Division for the North Carolina Department of Agriculture and Consumer Services, in accordance with the authority vested in him and for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____ 20 ____.

Notary Public

Print Name

My Commission Expires: _____

Property Address _____

LESSEE:

By: _____

Print Name: _____

Position #: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, A Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally came before me this day and acknowledged the due execution of the foregoing instrument therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____ 20____.

Notary Public

Print Name

My Commission Expires:

NC Department of Agriculture & Consumer Services Residence Inspection Form

Property Address: _____

Lessee: _____ Position Number: _____

Type of Inspection (*circle*): Initial Lease Termination Interim

NOTE: Attach floor plan
Photographs and sketches are strongly recommended as supporting documentation

Living Room

Item	YES/ PASS	NO/ FAIL	N.A./ I.C.	Comments/Condition
Floor Surface				
Wall Surface				
Ceiling Surface				
Electrical				
Windows				
Doors				
Light Fixtures				
Security to Exterior				

Comments/Items Requiring Corrections:

Second Living Area: _____ (*Den, Library, Bonus Room*)

Item	YES/ PASS	NO/ FAIL	N.A./ I.C.	Comments/Condition
Floor Surface				
Wall Surface				
Ceiling Surface				
Electrical				
Windows				
Doors				
Light Fixtures				
Security to Exterior				

Comments/Items Requiring Corrections:

Property Address _____

Dining Room

Item	YES/ PASS	NO/ FAIL	N.A./ I.C.	Comments/Condition
Floor Surface				
Wall Surface				
Ceiling Surface				
Electrical				
Windows				
Doors				
Light Fixtures				
Security to Exterior				

Comments/Items Requiring Corrections:

Kitchen

Item	YES/ PASS	NO/ FAIL	N.A./ I.C.	Comments/Condition
Floor Surface				
Wall Surface				
Ceiling Surface				
Electrical				
GFCI Receptacles				
Windows				
Doors				
Light Fixtures				
Security to Exterior				
Sink/Disposal				
Stove/Oven				
Microwave				
Refrigerator				
Dishwasher				
Pantry				
Cabinets				
Countertops				

Comments/Items Requiring Corrections:

Property Address _____

Halls/Interior Stairs

Item	YES/ PASS	NO/ FAIL	N.A./ I.C.	Comments/Condition
Floor Surface				
Wall Surface				
Ceiling Surface				
Electrical				
Windows				
Stairs & Handrails				
Light Fixtures				

Comments/Items Requiring Corrections:

Bathroom Location: _____

Item	YES/ PASS	NO/ FAIL	N.A./ I.C.	Comments/Condition
Floor Surface				
Wall Surface				
Ceiling Surface				
Electrical				
GFCI Receptacles				
Windows				
Doors				
Door Locks				
Light Fixtures				
Security to Exterior				
Water Closet				
Tub/Shower				
Lavatory				
Caulking				
Cabinets				
Countertops				
Exhaust Fan				

Comments/Items Requiring Corrections:

Property Address _____

Bathroom Location: _____

Item	YES/ PASS	NO/ FAIL	N.A./ I.C.	Comments/Condition
Floor Surface				
Wall Surface				
Ceiling Surface				
Electrical				
GFCI Receptacles				
Windows				
Doors				
Door Locks				
Light Fixtures				
Security to Exterior				
Water Closet				
Tub/Shower				
Lavatory				
Caulking				
Cabinets/Countertops				
Exhaust Fan				

Comments/Items Requiring Corrections:

Master Bedroom

Item	YES/ PASS	NO/ FAIL	N.A./ I.C.	Comments/Condition
Floor Surface				
Wall Surface				
Ceiling Surface				
Electrical				
Windows				
Doors				
Door Locks				
Light Fixtures				
Security to Exterior				
Egress Window				
Smoke Alarm				

Comments/Items Requiring Corrections:

Property Address _____

Bedroom Location: _____

Item	YES/ PASS	NO/ FAIL	N.A./ I.C.	Comments/Condition
Floor Surface				
Wall Surface				
Ceiling Surface				
Electrical				
Windows				
Doors				
Door Locks				
Light Fixtures				
Security to Exterior				
Egress Window				
Smoke Alarm				

Comments/Items Requiring Corrections:

Bedroom Location: _____

Item	YES/ PASS	NO/ FAIL	N.A./ I.C.	Comments/Condition
Floor Surface				
Wall Surface				
Ceiling Surface				
Electrical				
Windows				
Doors				
Door Locks				
Light Fixtures				
Security to Exterior				
Egress Window				
Smoke Alarm				

Comments/Items Requiring Corrections:

Property Address _____

Exterior

Item	YES/ PASS	NO/ FAIL	N.A./ I.C.	Comments/Condition
Foundation				
Stairs & Handrails				
Front Porch				
Rear Porch/Deck				
Roof				
Gutters/Downspouts				
Exterior Walls				
Windows				
Doors				
Locks/Security				

Comments/Items Requiring Corrections:

Systems & Safety

Item	YES/ PASS	NO/ FAIL	N.A./ I.C.	Comments/Condition
Heating Equipment				
Cooling Equipment				
Ventilation Equipment				
Water Heater				
Plumbing-Supply				
Plumbing-Waste				
Septic				
Water Supply				
Electrical Service				
Electrical Panel				
Termites/Vermin				
Access to Unit/Egress				
Site Conditions				

Comments/Items Requiring Corrections:

Property Address _____

Are there any NCDOI/OSFM safety citations outstanding? Yes No

If Yes, describe corrective action plan and completion dates: _____

Does Lessee have any items to report with respect to condition? Yes No

If Yes, describe, with Lessee and Supervisor, both to initial and date: _____

Lessee Initial & Date: _____ Supervisor Initial & Date: _____

Attach additional pages as necessary for multiple restrooms, bedrooms, ancillary rooms.

If this is a Lease Termination Inspection, inspection should be conducted by tenant and supervisor or designated representative. All needed repairs are to be documented and resolution determined prior to release of separation of Lessee.

Inspector Signature: _____ Date: _____

Print Name: _____ Title: _____

Original to Property & Construction Division (*file with Lease Agreement*)

Copy to Lessee and Supervisor

Definitions and Inspection Descriptions for Completing Leased Residence Form Inspection Items:

N.A. = Not Applicable (Does not exist)

I.C. = Inconclusive (Cannot be observed, questionable). Note I.C. items in comments and describe.

Floor Surface/Wall Surface/Ceiling Surface: Damaged Coverings, Structural Issues Present, Fire/Safety Hazards, Holes, Cracks, Peeling Paint/Wallpaper

Electrical: No exposed wiring, receptacle and fixture covers in place, secure without damage, switches operable

Light Fixtures: Present, operable, secure to surface

Windows/Doors: Cracked or broken glass, no signs of leaks, operable, doors latch, binding not present, exterior doors and windows seal to exterior when closed

GFCI Receptacles: Test & Reset, operable, covers in place and secure. Note NEC requirements in bathrooms and kitchens

Sink/Disposal/Lavatory: Faucets operable and do not leak, chips or damage, disposal operable, no leaks in under sink area

Stove/Oven: Operable, burners in place, elements missing, racks missing, damage, level and plumb, doors operable, signs of rust-through

Microwave: Operable, secure to wall or located on counter

Refrigerator: Operable, doors close and seal, ice-maker does not leak, sanitary interior, drawers and racks missing

Dishwasher: Operable, door closes and locks, no signs of leaks

Cabinets: Doors and Drawers operable, sanitary interior, no loose rails or hinges

Countertops: No burns, chips, cracks, no sharp edges

Water Closet: Operable, flushes properly, loose to floor, valves seal, no signs of leaks

Tub/Shower: Faucets and heads operable and do not leak, chips or damage, stopper in place

Caulking: Secure, adequate to resist water infiltration. Note especially at wet fixtures and countertops.

Exhaust Fan: Operable, clear of debris/dust, no odd sounds

Smoke Alarm: Present, operable and properly mounted. Required in all sleeping rooms.

Egress Window: Bedrooms Only. Window present for emergency egress, provides 22" high X 20" opening, no more than 44" above interior finished floor elevation.

Foundation: Cracks, Settlement, Vents present, no signs of basement water Infiltration, no signs of standing water, proper drainage in crawl space, window wells present

Stair & Handrails: Secure, structurally sound for use, no loose treads, lighted area, ADA ramp present

Porch and Decks: Secure, structurally sound for use, no loose treads, flashing present,

Roof: No signs of leaks, no loose shingles or vents, fascia and eaves secure

Gutters & Downspouts: Secure, clear of debris, drainage directed away from dwelling, no signs of leaks

Exterior Walls: Cracks, Damage, finish condition, no signs of water infiltration

Security of Exterior/Locks & Security: Exterior doors and windows lock properly, keys present for locks, no signs of damaged frames

Heating Equipment and Cooling Equipment: Operable, Thermostat functioning, fuel supply has shut-off or disconnect, area around unit clear, vents and grills operable and accessible, no odd sounds or loud noise, equipment is level and plumb, exterior equipment has positive drainage, condensate lines not clogged and drain away from dwelling.

Ventilation Equipment: Attic and crawl ventilation present and operable, powered fans operable and no electrical hazards

Water Heater: TPV present and operable, isolation valves present and operable, expansion tank present, drain pan and plumbing present and sound condition

Water Supply: Well functions, municipal water is metered, signs of leaks

Plumbing-Supply: Adequate pressure, no signs of leaks, fixture shut-off valves operable, dwelling shut-off present

Plumbing-Waste: Secure, proper slope, no sags, vents to roof present, no signs of leaks

Septic: Functions, alarm operable if present, no damage to field or tank, area around tank is safe and does not pond water

Electrical: Overhead lines are secure, weatherhead is secure and above structure, meter base is accessible and grounded

Electrical Panel: No open blanks, grounded/bonded, no exposed wiring, do not open panel unless qualified, panel is not blocked

Termites/Vermin: Note any signs of pest damage or presence, are overall conditions sanitary

Access to Unit/Site Conditions: Accumulated Junk, adequate drainage, parking, Emergency Responders can access easily, ADA access if necessary, Fire and Safety Hazards, Address is Posted on Exterior

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date