

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT, made and entered into this the ____ day of _____, 2025 by and between the **CITY OF FAYETTEVILLE**, a municipal corporation organized under the laws of the State of North Carolina (hereinafter referred to as the “LESSOR”) and **XXX** (hereinafter referred to as the “LESSEE”).

WITNESSETH:

- 1) **LEASED PROPERTY**. The LESSOR hereby leases to the LESSEE, subject to the terms and conditions hereinafter expressed, 3519 Doc Bennett Road (of which residence is approximately 1,682 square feet and parcel is 0.88 acres), within the City of Fayetteville.
- 2) **RENT**. The rent for the term of this Lease shall be Ten Thousand Two Hundred Sixty Six Dollars and 06/100 (\$10,266.06) paid in monthly installments of Seven Hundred Eighty Dollars and 67/100 (\$780.67) payable or before on the first day of each month beginning on the 1st day of July 2025 and continuing thru the 31st day of December 2025. The monthly rent shall increase to Nine Hundred Thirty Dollars and 34/100 (\$930.34) payable on or before the first day of each month beginning on the 1st day of January 2026 and continue at this rate until the lease term expiration. As a courtesy, LESSOR may send LESSEE an invoice in the amount of the monthly rent and/or any fees that are due. No notice, invoice, or other documentation shall be required to obligate the payment of monthly rent.
 - a) **Security Deposit**: The PARTIES hereby acknowledge that LESSOR is currently holding a security deposit in the amount of Six Hundred Thirty-One Dollars (\$631.00) and shall continue to hold such deposit in accordance with the terms of this agreement. LESSOR may apply all or part said deposit to remedy any failure by LESSEE to repair or maintain the premises or to compensate LESSOR for damages incurred, or to reimburse LESSOR in connection with any such event of default. If LESSEE performs all obligations hereunder, LESSOR shall return the deposit, or so much as has not been applied by LESSOR to LESSEE upon termination of this agreement.

b) Late Payment Fee. In the event that any payment required to be paid by LESSEE hereunder is not received within five (5) calendar days of when due, LESSEE shall pay to LESSOR, in addition to such payment or other charges due hereunder, a “late fee” in the amount of Fifteen and 00/100 Dollars (\$15.00) or five percent (5%) of the monthly rent, whichever is greater. The LESSOR and LESSEE agree that such a late fee represents a fair and reasonable estimate of the cost Lessor will incur by reason of such late payment.

3) **TERM.** Pursuant to City Council Policy 155-6, the term of this Lease shall be for a period of one (1) year beginning on the 1st of July 2025 and ending at noon on the 30th day of June 2026, unless notice is given by either party to terminate the Lease as provided herein.

a) Termination.

i) *Termination at End of Term.* This Lease terminates at the expiration of the term unless termination occurs prior to the end of the term by means explicated herein.

ii) *Option to Terminate.* Either LESSOR or LESSEE may terminate this agreement by (1) giving thirty (30) days written notice to the other, (2) forfeiting all of its rights, title and interest in and to all sums which it shall have paid as rent hereunder and (3) performing all of its obligations hereunder through such termination date, including the surrender of the leased property in good repair, ordinary wear and tear excepted, on or before that date.

iii) *Duties Upon Termination.* Upon the termination of this Lease, whether by LESSOR or LESSEE and whether for breach or otherwise, LESSEE shall:

1. Pay all utility bills due for services to the leased property and have all such utility services discontinued;
2. Vacate the leased property removing all LESSEE’s personal property of whatever nature; any such property not removed shall become the property of the LESSOR;
3. Properly sweep and clean the leased property, including plumbing fixtures, refrigerators, stoves, and sinks, removing all rubbish, trash, garbage and refuse;
4. Make such repairs and perform such other acts as are necessary to return the leased property, and any appliances or fixtures furnished in connection

therewith, in the same condition as when LESSEE took possession of the leased property; provided, however, LESSEE shall not be responsible for ordinary wear and tear;

5. Fasten and lock all doors and windows;
6. Return to the LESSOR any and all keys to the leased property and notify the LESSOR of the address to which the balance of the Security Deposit may be returned. If the LESSEE fails to sweep out and clean the leased property, appliances and fixtures as herein provided, LESSEE may become liable, without notice or demand, to the LESSOR for the actual costs of cleaning (over and above ordinary wear and tear), which may be deducted from the Security Deposit.

4) **LESSEE'S DUTIES AND OBLIGATIONS**

- a) Use. LESSEE shall use and occupy the leased property for residential purposes only. LESSEE shall not use or knowingly permit any part of the leased property to be used for any other purpose or unlawful purpose.
- b) Quiet Enjoyment. LESSEE, upon the payment of the rent herein reserved and upon the performance of all the terms of this Lease, shall at all times during the Lease term peaceably and quietly enjoy the leased property without any disturbance from the LESSOR or from any other person claiming through the LESSOR excluding airport noise.
- c) Repairs or Alterations. No alteration and no physical or structural change and no change in the color of surfacing shall be made to the exterior or interior of the building located on the leased property without prior written approval of the LESSOR, nor shall any additional structure be constructed or permitted to be built upon the leased property unless the plans and exterior designs for such structure have likewise been approved in writing. LESSEE shall bear the entire expense of any repairs, alterations, improvements, maintenance and replacements required to be done to the leased property because of fault or neglect on the part of the LESSEE. Any repairs, alterations, improvements, maintenance, and replacements required by the terms of this paragraph shall be accomplished promptly with first class materials, in a good and

workmanlike manner, in compliance with all applicable laws of all governmental authorities. Any addition, alteration, or repair approved by LESSOR shall be deemed real property if it becomes permanently affixed to the leased property or cannot be removed without substantial injury to the leased property. Any unauthorized alteration to the structure(s) or premises will be considered grounds for termination.

d) Maintenance and Rules. LESSEE will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, LESSEE shall:

1. Not obstruct the driveways, sidewalks, courts, entryways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
2. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
3. Not obstruct or cover the windows or doors;
4. Be responsible for lawn care;
5. Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
6. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of LESSOR;
7. Replace all air conditioning filters monthly;
8. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed, LESSEE shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by LESSEE;
9. And LESSEE's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;

10. Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
 11. Abide by and be bound by any and all rules and regulations affecting the Premises and the Airport.
- e) Compliance with Laws. LESSEE at its sole expense shall comply with all laws, orders, and regulations of federal, state, and municipal authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon the LESSOR or the LESSEE with respect to the leased property. LESSEE, at its sole expense, shall obtain all licenses or permits which may be required for the making of repairs, alterations, improvements, or additions, and LESSOR, where necessary, may join with the LESSEE in applying for all such permits or licenses.
 - f) Utilities, Janitorial Service and Parking. Pursuant to City Council Policy 155-6(III)(B), LESSEE shall be responsible for all utility charges including but not limited to electricity, light, and heat that may be contributable to its operations within the leased property as well as any telephone or other communication service used, rendered, or supplied upon or in connection with the leased property, and shall indemnify LESSOR against any liability or damages on such account. Janitorial service shall be the sole responsibility of LESSEE. LESSEE shall pay for parking needed or required in connection with its lease of the leased property.
 - g) Assignment and Subletting. LESSEE shall not assign, mortgage, or encumber this Lease. LESSEE shall not sublet or permit the leased property or any part thereof to be used by others without prior permission from LESSOR.
 - h) Abandonment: LESSEE shall not abandon or vacate the leased property during the Lease term. LESSEE shall be deemed to have abandoned or vacated the leased property if LESSEE removes substantially all of its possessions from the leased property. If the LESSOR determines that LESSEE has abandoned the leased property, LESSOR shall have the right to reenter and repossess the property and to dispossess LESSEE of all rights under this Lease. However, repossession shall not remove the

obligation of LESSEE to pay any outstanding rent, utility fee, or other applicable fee as a result of their abandonment.

5) LESSOR'S DUTIES AND OBLIGATIONS

- a) Possession. LESSOR shall deliver possession of the leased property to LESSEE not later than the commencement date of the Lease.
- b) Warranties. LESSOR represents that it owns the leased property in fee simple and that the property is free from encumbrances except as referred to elsewhere in this Lease. LESSOR represents that it has the full right, power, and authority to enter into this Lease for the term herein granted and that the leased property may be used by the LESSEE during the entire term for the purposes herein set forth.
- c) Right of Entry. LESSOR and its representatives may enter the leased property, at any reasonable time, for the purpose of inspecting the leased property, performing any work which the LESSOR elects to undertake made necessary by reason of the LESSEE's default under the terms of this Lease, exhibiting the leased property for sale, lease, or mortgage, financing, or posting notices of no responsibility under any mechanic's lien law.
- d) Taxes. LESSOR agrees that it will list in its name for taxation the leased property and all improvements and buildings thereon, provided however, that should LESSOR's property ever be declared non-exempt from ad valorem taxes, then and in that event, the LESSEE agrees it will pay all taxes assessed against the leased property and special assessments by the City or County during the term of this Lease, to include all personal property of the LESSEE, and the real property demised herein.

6) BREACHES AND REMEDIES.

- a) LESSEE's DEFAULT: It shall constitute a breach of this Lease agreement if LESSEE fails to: (i) pay the full amount of rent herein owed as and when it shall become due hereunder; or (ii) perform any other promise, duty or obligation herein agreed to or imposed upon LESSEE by law and such failure shall continue for a period of five (5) days from the date the LESSOR provides LESSEE with written notice of such failure. In either of these events and as often as either of them may occur, LESSOR, in addition to

all other rights and remedies provided by law, may, at its option and with or without notice to LESSEE, either terminate this Lease or terminate the LESSEE's right to possess the leased property without terminating this Lease.

- i) LESSOR's Right to Possession: If LESSOR terminates this Lease for reasons stated herein, LESSOR shall be immediately entitled to possession of the leased property and the LESSEE shall peacefully surrender possession of the leased property to LESSOR immediately upon LESSOR's demand. In the event LESSEE shall fail or refuse to surrender possession of the leased property, LESSOR shall, in compliance with Article 2A of Chapter 42 of the General Statutes of North Carolina, reenter and retake possession of the leased property only through a summary ejectment proceeding.
- ii) Summary Ejectment Fees: If a summary ejectment proceeding is instituted against LESSEE, in addition to any court costs and past-due rent that may be awarded, LESSEE shall be responsible for paying LESSOR Fifteen and no/100 Dollar (\$15.00) Administrative Fees for Summary Ejectment.
- iii) Acceptance of Partial Rent: LESSEE acknowledges and understands that LESSOR's acceptance of partial rent will not waive LESSEE's breach of this agreement or limit LESSOR's rights to evict LESSEE through a summary ejectment proceeding, whether filed before or after LESSOR's acceptance of any such partial rent or partial housing subsidy.
- iv) Termination of Lease: In the event LESSOR terminates this Lease, all further rights and duties hereunder shall terminate, and LESSOR shall be entitled to collect from LESSEE all accrued but unpaid rents and any damages resulting from the LESSEE's breach, including but not limited to damages for LESSEE's continued occupancy of the leased property following the LESSOR's termination.

- 7) **LESSOR'S DEFAULT; LIMITATION OF REMEDIES AND DAMAGES**: Until the LESSEE notifies the LESSOR in writing of an alleged default and affords the LESSOR a reasonable time within which to cure, no default by the LESSOR in the performance of any of the promises or obligations herein agreed by him or imposed upon him by law shall constitute a material breach of this Lease and the LESSEE shall have no right to terminate

this Lease for any such default or suspend his performance hereunder. In no event and regardless of their duration shall any defective condition of or failure to repair, maintain, or provide any area, fixture or facility used in connection with recreation or recreational activities, including but not limited to swimming pools, club houses, and tennis courts, constitute a material breach of this Lease and the LESSEE shall have no right to terminate this Lease or to suspend his performance hereunder. In any legal action instituted by the LESSEE against the LESSOR, the LESSEE's damages shall be limited to the difference, if any, between the rent reserved in this Lease and the reasonable rental value of the leased property, taking into account the LESSOR's breach or breaches, and in no event, except in the case of the LESSOR's willful or wanton negligence, shall the LESSEE collect any consequential or secondary damages resulting from the breach or breaches, including but not limited to the following items: damage or destruction of furniture or other personal property of any kind located in or about the leased property, moving expenses, storage expenses, alternative interim housing expenses, and expenses of locating and procuring alternative housing.

- 8) **REMEDIES**. If either party shall fail to comply with any provision of this Lease, said party shall be in default and if said party shall have remained in default for ten (10) days after receipt of notice of default, there shall be a breach of this Lease, and the Lease shall be terminated immediately. If required by the non-defaulting party, the defaulting party shall remain fully liable for performing his remaining obligations under this Lease. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, to include attorney fees incurred by the other party on account of such default, except as otherwise provided herein. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative or every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise any may be enforced concurrently or from time to time.

9) **INSURANCE.** LESSEE is required to obtain a Renter's Liability Insurance policy naming LESSOR as additional insured with a minimum liability limit of \$300,000.00 and shall cover damage to premises leased to you. LESSEE shall provide written proof of such policy to LESSOR prior to the beginning of the Lease term.

10) **INDEMNIFICATION.** Except for claims arising out of acts caused by the affirmative negligence of the LESSOR or its representatives, the LESSEE shall indemnify, defend and hold harmless the LESSOR and the leased property, at the LESSEE's expense, against all claims, expenses and liabilities proximately caused by any act or negligence of the LESSEE or its agents, contractors, employees, invitees or licensees arising from the operation, management, or use of the leased property during the term of this Lease. Indemnification of LESSOR by LESSEE does not constitute a waiver of the City's governmental immunity in any respect under North Carolina law.

11) **DESTRUCTION OF LEASED PROPERTY; CONDEMNATION.**

(a) In the event of damage or destruction to the leased property as a result of fire, or other loss not due to normal wear and tear, and not caused by the LESSEE, LESSOR shall be required to repair the leased property in an expeditious manner as possible, provided that the LESSOR's expenditures and repair shall not exceed the insurance proceeds payable under the policy maintained by the City of Fayetteville; provided further, that in the event the damage or destruction of the leased property exceeds more than fifty percent (50%) of its then reproducible or replacement cost, as determined by a building contractor licensed to do business in the state of North Carolina, then LESSOR shall be under no obligation to repair or restore the leased property. In the event of either a partial or total destruction, all rent shall be apportioned to the date of the loss. In the event of either a partial or total destruction, LESSOR shall not be responsible for providing alternative accommodations to the leased space. Further, in the event of total destruction of the leased property, both parties shall be released from their obligations under the Lease, unless it is determined that LESSEE was the cause of the destruction of the leased property.

(b) In the event that the leased property is subject to acquisition under the laws of eminent domain by any public or private condemnor, and the taking is less than the entire leased

property, LESSEE shall have the option to terminate this Lease provided that the portion of the leased property remaining after the taking is insufficient in size to make it feasible for LESSEE to continue its use of the property for the remainder of the term of the Lease; if the taking is of the entire leased property, then in that event the Lease shall terminate. In the event of either a partial or total taking, (1) all rent shall be apportioned at the date of taking, and (2) LESSOR shall be entitled to all compensation awarded by the condemning authority either by payment, settlement, or jury award.

12) NOTICES. Any notice under this Lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. The LESSOR hereby designates its address as City of Fayetteville, Attn: City Manager, 433 Hay Street, Fayetteville, North Carolina 28301. The LESSEE hereby designates its address as 3519 Doc Bennett Road, Fayetteville, North Carolina 28301.

13) GOVERNING LAW, VENUE AND FORUM. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina. The Parties agree if litigation is brought in connection with this Lease and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree the appropriate venue shall be in Cumberland County (Fourteenth Judicial District); or (2) the litigation proceeds in the federal court, the parties agree the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.

14) ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

15) SEVERABILITY. The parties agree that if any provision of this Lease shall be held invalid for any reason, the remaining provisions shall not be affected if they continue to conform with the purposes of this agreement and the requirements of applicable law.

16) BINDING. This agreement shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto. Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.

17) FORCE MAJEURE. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

18) MORALITY CLAUSE. If, in the sole opinion of the LESSOR, at any time LESSEE or any of its owner(s), employee(s) or agent(s) engages in any one or more of the actions below, the LESSOR may immediately upon written notice to LESSEE, terminate this Lease, in addition to any other rights and remedies that the LESSOR may have hereunder or at law or in equity:

1. bring disrepute, contempt, scandal, or public ridicule to the LESSOR;
2. subject the LESSOR to prosecution;
3. offend the community or public morals/decency;
4. denigrate individuals or groups in the community served by the LESSOR;
5. is scandalous or inconsistent with community standards or good citizenship;
6. adversely affect the LESSOR's finances, public standing, image, or reputation;
7. is embarrassing or offensive to the LESSOR or may reflect unfavorably on the LESSOR;
8. is derogatory or offensive to one or more employee(s) or customer(s) of the LESSOR.

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IN WITNESS WHEREOF, the parties have executed this Lease agreement in duplicate the date first above written.

CITY OF FAYETTEVILLE, LESSOR

(Corporate Seal)

By: Douglas J. Hewett, ICMA-CM, City Manager

ATTEST:

Jennifer L. Ayre, City Clerk

APPROVED AS TO FORM:

This instrument has been pre-audited in
The manner required by the Local
Government Budget and Fiscal Control
Act.

Lisa Y. Harper, Senior Assistant City Attorney

Tiffany R. Murray, Chief Financial Officer

XXX, LESSEE

XXX, LESSEE

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public for _____ County, North Carolina, certify that **Jennifer L. Ayre** personally came before me this day and acknowledged that she is the **City Clerk** of **City of Fayetteville**, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by herself as its **City Clerk**.

Witness my hand and notarial seal, this the _____ day of _____, 2025.

(Official Seal)

Notary Public
My commission expires: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, Notary Public of said County and State, certify that
XXX, personally, came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2025.

Notary Public
My commission expires: _____