

**Residential Performance Lease With**

**Right to Sub-lease**

THIS IS A LEGALLY BINDING CONTRACT YOU ARE ADVISED TO SEEK THE ADVICE OF LEGAL COUNSEL PRIOR TO SIGNING. IN THE EVENT YOU FEEL IT TO BE NECESSARY FOR COMPLETE UNDERSTANDING AND COMPLIANCE LANDLORD SHOULD PROCURE HIS OWN REPRESENTATION IF NEEDED.

1. **PARTIES AND PROPERTY DESCRIPTION**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** hereinafter called “**Landlord**” (owner), herewith leases **(business entity here)**, hereinafter called “**Master Tenant**”, and (**business entity here)** hereby leases from Landlord, the property described as: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (city), State Zipcode.**

1. **SUB-TENANTS**

Master tenant is permitted to sublease to one or more sub-tenants. The tenants who shall occupy the property shall hereafter to be called the “**Occupant Tenants**”. Master Tenant agrees that no rental contracts with terms longer than two years shall be offered to any Occupant Tenants. **123 Example LLC** accepts current tenant's existing lease, if one is in place and will enforce said lease.

1. **TERM**

This lease will start **(insert start date here)**  and will continue until **(insert end date here)** or until canceled in writing by either party upon a **thirty day written notice**, provided however that; This lease will renew automatically for annual periods or until terminated by either party when an Occupant Tenant has vacated and the property is empty.

1. **RENT, DUE DATE, AND LATE FEES**

Rent shall be 90% of the monthly net rent collected from the Occupant Tenant minimum of $**50.00**, butonly **50%** of the net rent collected for first full month that a new Occupant Tenant resides in the property, Minimum of $**250.00** per Occupant Tenant, up to $500.00 monthly. If the property is vacant, no rent is due. Landlord and Master Tenant agree that the net monthly rent shall be due and payable in full to Landlord by 15 days after receipt from Occupant Tenant or by the 15th of the month which rent is due, whichever is later. Net rent from Occupant Tenant is defined as all rent received minus any late fees, NSF fees, lost discounts and or lost rebated and any utility charges in the name of Supportive Housing Solutions.

1. **NOTICE PROVISIONS**

Notice shall be in writing and delivered to either party or sent to the following addresses or other addresses as may be changed from time to time by either party in writing.

Landlord: Master Tenant:

(Owners name)

(business name)

(address)

(city, State, zip code)

 (address)

 (city, State, zip code)

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1. **USE**

The premises shall be used for residential purposes. This does not preclude the operation of a “home based business”. Master Tenant agrees to comply with all statutes, ordinances, and property covenants which are in place, or which may hereinafter be in force, pertaining to the use of premises.

1. **UTILITIES**

Master Tenant shall be responsible for all utility connections and payments for as long as “Special Needs” tenants occupy the premises. At such time a traditional Occupant Tenant occupies the premises, utilities shall become the responsibility of the Occupant Tenant.

1. **FURNISHINGS**

All home furnishings supplies by Master Tenant shall remain property of Master Tenant and shall be removed and or replaced by Master Tenant at such time is necessary.

1. **ADVERTISING AND OTHER EXPENSES**

Master Tenant is responsible for all additional advertising costs incurred in securing Occupant Tenant.

1. **INSURANCE RESPONSIBILITY**

Landlord shall maintain insurance on the subject premises and pay all insurance premiums. Landlord shall at all times carry a minimum of $100, 000 Liability.

1. **MAINTENANCE , REPAIRS AND IMPROVEMENTS**

Landlord shall keep the foundation, exterior walls, roof and all other structural parts of the premises in good repair. Landlord also agrees as part of this lease to have all functional defects remedied to the best of Landlord’s ability at no cost to the Master Tenant. Master Tenant has the right to fix any items and to charge expenditures to Landlord up to $**200.00** for any one item, without obtaining prior approval. Amounts in excess of this amount may be only charged for monthly or reoccurring operating charges and or emergency repairs. Emergency repairs are those repairs that in the opinion of the Master Tenant are necessary to protect the property from damage or to maintain services to the Occupant Tenant or to remedy a potentially hazardous condition. Repairs shall be charged to Landlord at Master Tenants cost.

1. **REPORTING**

As a condition of this lease, Master Tenant is responsible for providing Landlord monthly reports showing all income and expenses attributed to the leased property. Landlord shall have the right to audit these reports once per year at Landlord’s expense.

1. **HOLD HARMLESS**

Landlord agrees to hold harmless Master Tenant from all damage suits in connection with this lease and all sub-leases involving the herein described premises. Master Tenant shall not be liable for any error in judgment, or for any mistake of law, or anything which it may do or refrain from doing hereinafter, except in case of willful misconduct or gross negligence. Landlord agrees that Master Tenant shall not be held liable for cost of any damage or restoring any damage caused by an Occupant Tenant or for any replacement of any missing or broken appliances or personal property belonging to the Landlord. Master Tenant can not be responsible for the trees, shrubs, lawns lost due to “winter kill”, fungus, drought, periods of vacancy, or non-cooperation of Occupant Tenants.

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1. **LEAD PAINT**

Landlord agrees to provide Master Tenant with a completed lead-paint disclosure form as required by federal law and to immediately update this disclosure when Landlord becomes aware of any facts causing changes to Landlord’s answers on this form. Further, Landlord agrees to hold harmless and defend Master Tenant in the event of any dispute or problem with either the EPA or Occupant Tenant which may occur regarding lead-based paint.

1. **DEFAULT BY TENANT**

The following events shall be deemed to be events of default by Master Tenant under this lease:

1. Failure to pay rent or any other charges provided herein within fifteen days of receipt from Occupant Tenant.
2. Failure to comply with any other provisions of this lease and failure to correct such non-compliance within thirty days after written notice by Landlord.
3. Failure of Master Tenant to rent to a new Occupant Tenant within 60 days of prior Occupant Tenants vacating the premises.
4. **DEFAULT BY LANDLORD**

The following events shall be deemed to be events of default by the Landlord under this lease:

1. Failure to pay any charges provided herein within fifteen days of receiving notice, or
2. Failure to comply with any other provisions of this lease and failure to correct such non-compliance within thirty days after written notice by Master Tenant.
3. **DEFAULT REMEDIES**

In the event of default by either party the non-defaulting party, upon twenty days notice to the defaulting party, may elect to cancel and terminate this lease. In the event of any termination, Landlord agrees to abide by the terms of any existing sub-lease with an Occupant Tenant.

1. **VENUE / NORTH CAROLINA LAWS**

The laws of the state of North Carolina shall govern the validity, performance and enforcement of this lease, and venue shall be proper in Mecklenburg County, North Carolina.

1. **SEVERABLILITY**

If any provision of this lease is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this lease, such provision will be fully severable. The remaining provisions shall remain fully enforceable and no other terms or conditions shall have any effect unless endorsed in writing by both parties.

1. **LEGAL COSTS**

In the event of any legal dispute between Landlord and Master Tenant involving court costs in consideration of the mutual covenants expressed herein, both Master Tenant and Landlord warrant they will each pay their own legal costs and expenses of lawyers and court costs, etc. and hereby hold the other harmless for such costs.

1. **BINDING EFFECT**

The covenants, agreements, and obligations herein contained shall extend to, bind and inure to the benefit not only to the parties hereto, but to their respective personal representatives, heirs, successors and assigns. This contract represents the total agreement between the parties hereto, no other terms or conditions shall have effect unless endorsed herein writing by both parties.

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1. **ADDITIONAL PROVISIONS:**
2. Landlord and Master Tenant herby terminate any agency relationship that now exists or has ever existed prior to this time. All parties agree that they are acting as principals in this transaction.
3. Landlord hereby assigns any and all interest to any pre-existing lease or rental contract involving said property to Master Tenant. This residential performance lease with right to sub-lease is expressible subject to the terms and of any pre-existing lease or rental contract. If any conflict is found to exist between the language of this lease and an existing lease or rental contract, the language of the existing lease or rental agreement shall prevail.
4. All parties to this lease agree that facsimiles and digitally sent or received documents involving the above reference real property shall be treated as originals.
5. Landlord agrees to notify Master Tenant in writing if there is a change in address or phone number for Landlord and holds Master Tenant harmless if payment or correspondence is not received in a timely manner due to a failure of notification.
6. Master Tenant agrees to mail rent directly to the Landlord, or deposit to Landlord’s Bank account and to mail all other reports and receipts to Landlord at the address provided.
7. Landlord agrees to hold Master Tenant harmless from any deposits previously held by Landlord.
8. Landlord hereby certifies that all mortgage, insurance and tax payment are paid to current status and agree to notify Master Tenant immediately if ever Landlord is unable to keep current mortgage, insurance, or property taxes or any other costs that may affect tenancy.

 **23. PETS**

At no time will Master Tenant house any pets at the property, nor allow any Occupant Tenant to house

any pets.

By signing this lease, I stipulate and warrant that all questions have been answered and that I thoroughly understand all provisions as to the rights, duties, and obligation of all parties, IN WITNESS WHEREOF

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Landlord Date (your business entity) Date