

Education Foundation Inc. of Caldwell County
Residential Rental/Lease Agreement

Resident: _____ (Tenant)

Owner: Education Foundation Inc. of Caldwell County

Agent: Education Foundation Inc. of Caldwell County

Premises: 1015 Ashe Ave. Lenoir, NC 28645 Unit A____ Unit B____, Unit C____

Initial Term: Beginning Date of Lease: _____ Ending Date of Lease_____

Lease to be negotiated 30 days prior to the last working day for CCS teachers subject to provisions of paragraph two (2) or any other termination paragraphs in Education Foundation Inc. of Caldwell County lease agreement.

Rent: \$800 Monthly **per tenant** through Caldwell County Schools' Payroll Deduction to Education Foundation Inc. of Caldwell County.

Security Deposit-first and last month: \$1,600.00 due with signing of lease agreement.

Returned Check fee: \$35.00 or the maximum allowed by law, whichever is greater.

Summary Ejectment Administration Fee: (see lease terms below)_____

Court fees:_____

Permitted Occupants: Contracted first year teachers of The Caldwell County Schools Board of Education

Name(s)_____

IN CONSIDERATION of the promises contained in this Agreement, Owner/Agent hereby agrees to lease the Premises to Tenant on the following terms and conditions:

- 1. Termination and Renewals:** Either Owner/Agent or Tenant may terminate the tenancy at the expiration of the Initial Term by giving written notice to the other at least 30 days prior to the expiration date of the Initial Term.
- 2.** Applications to remain a tenant for an additional year will be available at the first of each calendar year. Applications are due on April 1 of each year. Applications received after the deadline of April 1 will not be considered. After review, current tenants may or may not be invited to remain as Tenant at the discretion of the Education Foundation Inc. of Caldwell County board. Tenants/teachers invited to remain may stay for no longer than three consecutive years. In the event Tenant is not invited to remain as Tenant, notwithstanding the ending lease date stated above, Tenant is required to vacate the Premises one (1) week after the last working day of the school year.

3. **Rent:** Tenant shall pay the Rent, without notice, demand or deduction, to Owner/Agent as Owner/Agent directs. All rent payments shall be set up by Tenant as a payroll deduction with Caldwell County Schools Finance such that payments will be automatically transferred each month to the Education Foundation Inc. of Caldwell County. The first Rent payment, which shall be prorated if the occupancy date commences on a day other than the first day of the Initial term, shall be due on _____ day. Thereafter, all rentals shall be paid in-full through payroll deduction as scheduled by each subsequent Payment Period and coinciding with Caldwell County Schools' payment schedule for the duration of the Tenancy.
4. **Late Payment and Returned Check Fees:** If any payment due and unpaid as required, Tenant shall pay the Late Payment Fee if such rental payment is not received by midnight of the fifth (5th) day after it is due. *This late payment fee shall be due immediately without demand therefor and shall be added to and paid with the late rental payment. If payroll deduction is discontinued by the Tenant, the Education Foundation Inc. of Caldwell County deems that discontinuing payroll deduction is a violation of lease and lease may be terminated. Tenant also agrees to pay a Returned Check Fee for each check/draft of Tenant that is returned by the financial institution because of insufficient funds or because the Tenant did not have an account at the financial institution.*
5. **Tenant Security Deposit:** If applicable, the Security Deposit shall be administered in accordance with the North Carolina Tenant Security Deposit Act (N.C.G.S. Section 42-50 et seq.) IT MAY, IN THE DISCRETION OF EITHER THE OWNER/AGENT, BE DEPOSITED IN ANY INTEREST BEARING ACCOUNT WITH THE BANK OR SAVINGS INSTITUTION NAMED ABOVE. ANY INTEREST EARNED UPON THE TENANT SECURITY DEPOSIT SHALL ACCRUE FOR THE BENEFIT OF, AND SHALL BE PAID TO, THE OWNER/AGENT, OR AS THE OWNER/AGENT DIRECTS. SUCH INTEREST, IF ANY, MAY BE WITHDRAWN BY OWNER/AGENT FROM SUCH ACCOUNT AS IT ACCRUES AS OFTEN AS IS PERMITTED BY THE TERMS OF THE ACCOUNT.

Upon any termination of the tenancy herein created, the OWNER/AGENT may deduct from the Tenant Security Deposit amounts sufficient to pay:

1. Any damages sustained by the OWNER/AGENT as a result of Tenant's nonpayment of rent or nonfulfillment of the Initial Term or any renewal periods, including the Tenant's failure to enter into possession;
2. Any damages to the Premises for which the Tenant is responsible;
3. Any unpaid bills which become a lien against the Premises due to the Tenant's occupancy;
4. Any cost of re-renting the Premises after a breach of this lease by Tenant;
5. Any court costs incurred by Landlord in connection with terminating the tenancy; and
6. Any other damages of the OWNER/AGENT which may then be a permitted use of the Tenant Security Deposit under the laws of this State. No fees may be deducted from the Tenant Security Deposit until the termination of the tenancy.

After having deducted the above amounts, the OWNER/AGENT, if the Tenant's address is known to OWNER/AGENT, refund to the Tenant, within thirty (30) days after the

termination of the tenancy and delivery of possession, the balance of the Tenant Security Deposit along with an itemized statement of any deductions. If there is more than one person listed above as Tenant, OWNER/AGENT may, in OWNER/AGENT's discretion, pay the balance to any one of such person(s), and the other person agrees to hold OWNER/AGENT harmless for such action.

If the Tenant's address is unknown to the OWNER/AGENT, the OWNER/AGENT may deduct the above amounts and shall hold the balance of the Tenant Security Deposit for the Tenant's collection for a six-month period beginning with the termination of the tenancy and delivery of possession by the Tenant. If the Tenant fails to make demand for the balance of the Tenant Security Deposit within the six month period, the OWNER/AGENT shall not thereafter be liable to the Tenant for a refund of the Tenant Security Deposit or any part thereof.

If the security deposit is held by OWNER/AGENT and OWNER/AGENT resigns, the Tenant agrees that the OWNER/AGENT, may transfer any Tenant Security Deposit held by the OWNER/AGENT to the OWNER/AGENT's designee and thereafter notify the Tenant by mail of such transfer and of the transferee's name and address. The Tenant agrees that such action by OWNER/AGENT shall relieve the OWNER/AGENT of further liability with respect to the Tenant Security Deposit. If OWNER/AGENT's interest in the Premises terminates (whether by sale, assignment, death, appointment, of receiver or otherwise), OWNER/AGENT shall transfer the Tenant Security Deposit in accordance with North Carolina General Statutes Section 42-54.

5. Tenant's Obligations: Unless otherwise agreed upon, the Tenant shall:

- a. Use the Premises for residential purposes only and in a manner so as not to disturb other tenants, neighbors or church services;
- b. Not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;
- c. Keep the Premises, including but not limited to all plumbing fixtures, facilities and appliances, in a clean and safe condition;
- d. Cause no unsafe or unsanitary condition in the common areas and remainder of the Premises used by Tenant(s).
- e. Comply with any and all obligations imposed upon tenants by applicable building and housing codes;
- f. Agree to the consecutive application process and interviews;
- g. Dispose of all ashes, rubbish, garbage and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse;
- h. Use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as part of the Premises, and not use any supplemental combustible heating devices on the Premises such as grills, camping stores, propane heating systems etc.

- i. Not deliberately or negligently destroy, deface, damage or remove any part of the Premises (including all facilities, appliances, furniture, and fixtures or permit any person, known or unknown to the Tenant, to do so;
- j. The Education Foundation will pay utility services and monthly WiFi which are billed directly to the Owner/Agent. If a tenant chooses to upgrade internet, add cable, add TV package or a telephone landline, Tenant pays for installation fees and increased monthly fees and invoices.
- k. Conduct himself or herself and require all other persons on the Premises with the consent of Tenant, to conduct themselves in a reasonable manner and so as not to disturb other tenants' peaceful enjoyment of the Premises;
- l. Not abandon or vacate the Premises during the Initial Term or any renewals or extensions thereof. Tenant shall be deemed to have abandoned or vacated the Premises if Tenant removes substantially all of his or her possessions from the Premises;
- m. Pay cost of \$75.00 for key fob and key if lost and notify Owner/Agent immediately if stolen.
- n. Not utilize more than two parking spaces in the complex and not store, park, or possess on the premises any inoperable vehicle, and limit use of parking area to non-commercial passenger vehicles; and
- o. Not utilize any gas/charcoal or other grilling or barbecue devices except in the designated common areas of the Premises;
- p. No live, freshcut, or natural holiday trees due to fire hazards;
- q. No signs, no advertising, no political signs, no flags except the American flag;
- r. No clothing or personal items on outdoor railings front and back of Premises, or items left on back staircases;
- s. No open flame candles;
- t. Anyone who is **not** a Permitted Occupant is considered a guest. Tenants may have overnight guests four (4) nights per month. Additional days/nights must be approved by the Education Foundation Inc. of Caldwell County;
- u. All outdoor decorations must be approved by Education Foundation;
- v. Absolutely no smoking on premises; and
- w. Volunteer and participate in Education Foundation events and support training.

6. Owner/Agent Obligations: Unless otherwise agreed upon, the OWNER/AGENT shall:

- a. Comply with the applicable building codes to the extent required by such building and housing codes;
- b. Make all repairs to the Premises as may be necessary to keep the Premises in a fit and habitable condition; provided, however, in accordance with Paragraph 10, the Tenant shall be liable to the OWNER/AGENT for any repairs necessitated by the Tenant's intentional or negligent misuse of the Premises;
- c. Keep all common areas, if any, used in conjunction with the Premises in a clean and safe condition; and
- d. Promptly, repair all facilities and appliances, if any, as may be furnished by the OWNER/AGENT as part of the Premises, including electrical, plumbing, sanitary,

heating, ventilating, and air conditioning systems, provided that the OWNER/AGENT, except in emergency situations, actually receives notification from the Tenant in writing of the needed repairs.

7. Smoke Detectors: Pursuant to North Carolina General Statutes Section 42-42 and 42-43, the OWNER/AGENT shall provide and install operable smoke detectors, either battery-operated or electrical, having an Underwriter's Laboratories, Inc. listing or other equivalent national testing laboratory approval. The Tenant shall notify the Landlord, in writing, of the need for replacement or repairs to a smoke detector. The OWNER/AGENT shall replace or repair the smoke detectors within 15 days of receipt of notification, if the OWNER/AGENT is notified of needed replacement or repairs in writing by the Tenant. The OWNER/AGENT shall ensure that a smoke detector is operable and in good repair at the beginning of the Initial Term of the Tenancy. The OWNER/AGENT shall place new batteries in any battery-operated smoke detectors at the beginning of the Initial term of the tenancy. The Tenant shall replace the batteries as needed during the tenancy.

8. Rules and Regulations: The Tenant, the Tenant's family, guests, domestic assistants, and all other invitees shall comply with and abide by all the OWNER/AGENT's existing rules and regulations and such future reasonable rules and regulations as the OWNER/AGENT may, at OWNER/AGENT's discretion, from time to time, adopt governing the use and occupancy of the Premises and any common areas used in connection with them (the "Rules and Regulations"). OWNER/AGENT reserves the right to make changes to the existing Rules and Regulations and to adopt additional reasonable rules and regulations from time to time; provided however, such changes and additions shall not alter the essential terms of this lease or any substantive rights granted hereunder and shall not become effective until thirty (30) days written notice thereof shall have been furnished to Tenant. A copy of the existing Rules and Regulations as they now exist are attached hereto and the Tenant acknowledges that Tenant has read them. The Rules and Regulations shall be deemed to be a part of this lease giving the OWNER/AGENT all rights and remedies herein provided.

9. Rights of Entry: OWNER/AGENT hereby reserves the right to enter the Premises during reasonable hours for the purpose of: (1) inspecting the Premises and the Tenant's compliance with the terms of the lease; and (2) making such repairs, alterations, improvements or additions thereto as the OWNER/AGENT shall deem appropriate.

10. Damages: Tenant shall be responsible for and liable to Owner/Agent for all damages to, defacement of, or removal of property from the Premises, whatever the cause, except such damage, defacement or removal caused by ordinary wear and tear, acts of the OWNER/AGENT, its agents, or of third parties not invitees of the Tenant, and natural forces. Tenant agrees to pay OWNER/TENANT for the cost of repairing any damage for which Tenant is responsible upon receipt of OWNER/AGENT's demand therefor, and to pay the Rent during the period the Premises may not be habitable as a result of such damage.

11. Pets: Tenants are not allowed to have pets. Tenant agrees not to keep or allow anywhere on or about the Property any animals or pets of any kind, including but not limited to, dogs, cats, birds, rodents, reptiles, or aquatic animals, unless OWNER/AGENT has provided authorization in writing.

12. Alterations: The Tenant shall not PAINT, MARK, DRIVE NAILS OR SCREWS into, otherwise deface or alter walls, ceilings, floors, windows, cabinets, woodwork, stone, ironwork,

or any other part of the Premises or decorate the Premises or make any alterations, additions, or any improvements in or to the Premises without the OWNER/AGENT's prior written consent and then only in a workmanlike manner using materials and contractors approved by OWNER/AGENT. All such work shall be done at the Tenant's expense and at such times and in such manner as the OWNER/AGENT may approve. All alterations, additions and improvements upon the Premises, made by either the OWNER/AGENT OR TENANT, shall become the property of the OWNER/AGENT and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.

13. Occupants: The Tenant shall not allow or permit the Premises to be occupied or used as a residence by any person other than the Tenant and the Permitted Occupants.

14. Rental Application: In the event the Tenant has submitted a Rental Application in connection with this lease, Tenant acknowledges that OWNER/AGENT has relied upon the Application as an inducement for entering into the Lease and Tenant warrants to OWNER/AGENT that the facts stated in the Rental Application are true to the best of Tenant's knowledge. If any facts stated in the Rental Application prove to be untrue, the OWNER/AGENT shall have the right to terminate the tenancy and collect from Tenant any damages resulting therefrom.

15. Termination of Employment with The Caldwell County Schools Board of Education: If Tenant should have employment with The Caldwell County Schools Board of Education terminated, either voluntarily or involuntarily, then this lease shall automatically terminate upon the date of such termination of employment and the Tenant shall surrender possession to OWNER/AGENT in compliance herewith within thirty (30) days of the last day of employment with Caldwell County Schools. The final rent due by Tenant shall be payable, together with liquidated damages in the amount of one (1) month's rent for the Premises. Upon Tenant's compliance with all of the requirements of this paragraph, OWNER/AGENT shall release Tenant from all obligations hereunder and this lease shall terminate. The Tenant Security Deposit, if any, shall be returned, subject to the provisions of Paragraph 4 above.

16. Tenant's Duties Upon Termination: Upon any termination of the Tenancy created hereby, whether by the OWNER/AGENT or the Tenant and whether for breach or otherwise, Tenant shall (1) pay all utility bills due for services to the Premises for which Tenant is responsible and have such utility services discontinued if applicable; (2) vacate the Premises removing therefrom all Tenant's personal property of whatever nature; (3) properly clean all areas of the Premises, including plumbing fixtures, refrigerators, stoves and sinks, removing therefrom all rubbish, trash, garbage, and refuse; (4) make such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, in the same condition as when Tenant took possession of the Premises; provided, however, Tenant shall not be responsible for ordinary wear and tear or for repairs required by law or by paragraph 6 above to be performed by OWNER/AGENT; (5) fasten and lock all doors and windows; (6) return to the OWNER/AGENT all keys to the Premises; and (7) notify the OWNER/AGENT of the address to which the balance of the Security Deposit may be returned. If the Tenant fails to clean ALL areas of the Premises, appliances and fixtures as herein provided, Tenant shall become liable, without notice or demand, to the OWNER/AGENT

for the actual costs of cleaning (over and above ordinary wear and tear), which may be deducted from the Security Deposit as provided in paragraph 4 above.

17. Tenant's Default: In the event the Tenant shall fail to:

- (a) Pay the rental herein reserved as and when they shall become due hereunder; or
- (b) Perform any other promise, duty or obligation herein agreed to by Tenant or imposed on Tenant by law and such failure shall continue for a period of five (5) days from the date the OWNER/AGENT provided Tenant with written notice of such failure,

Then in either of such events and as often as either of them may occur, the OWNER/AGENT, in addition to all other rights and remedies provided by law, may, at its option and without notice to Tenant, either (1) terminate this lease or (ii) terminate the Tenant's right to possession of the Premises without terminating this lease. Regardless of whether the OWNER/TENANT terminates this lease or only terminates the Tenant's right of possession, Landlord shall be immediately entitled to possession of the Premises and the Tenant shall peaceably surrender possession of the Premises immediately upon of the OWNER/AGENT. In the event Tenant, shall fail or refuse to surrender possession of the Premises, OWNER/AGENT shall, in compliance with Article 2A of Chapter 42 of the North Carolina General statutes, reenter and take possession of the Premises only through a summary ejectment proceeding. If a summary ejectment proceeding is instituted against Tenant, in addition to any Court costs and past-due rent that may be awarded, Tenant shall be responsible for paying the Landlord the Summary Ejectment Administrative Fee, the amount of which shall be responsible for paying the OWNER/AGENT the Summary Ejectment Administrative Fee, the amount of which shall be reasonably related to the additional expense in filing the proceeding. In the event OWNER/AGENT terminates the lease, all further rights and duties hereunder shall terminate and OWNER/AGENT shall be entitled to collect from Tenant all accrued but unpaid rents and any damages resulting from the Tenant's breach. In the event the OWNER/AGENT terminates the tenant's possession without terminating the lease, Tenant shall remain liable for the full performance of all of the covenants hereof, and OWNER/AGENT shall use reasonable efforts to relet the Premises on Tenant's behalf. Any such rentals reserved from such re-letting shall be applied first to the costs of reletting the Premises and then to the rentals due hereunder. In the event the rentals from such re-letting are insufficient to pay the rentals due hereunder in full, Tenant shall be liable to OWNER/AGENT for any deficiency. In the event OWNER/AGENT institutes a legal action against the Tenant to enforce the lease or to recover any sums hereunder, Tenant agrees to pay OWNER/AGENT reasonable attorney fees in addition to other damages, No fees may be deducted from the Tenant Security Deposit until the termination of the tenancy.

19. OWNER/AGENT's Default; limitation of Remedies and Damages: Until the Tenant notifies the OWNER/AGENT in writing of any alleged default and affords the OWNER/AGENT a reasonable time within which to cure, no default by the OWNER/AGENT in the performance of any of the promises or obligations herein agreed to by OWNER/AGENT or imposed on OWNER/AGENT by law shall constitute a material breach of this lease and the Tenant shall have no right to terminate this lease for any such default or suspend Tenant performance hereunder. In any legal action instituted by Tenant against OWNER/AGENT, the Tenant's damages shall be limited to the difference, if any, between the rent reserved in this lease and the reasonable rental value of the Premises, taking into account the OWNER/AGENT's breach

or breaches, and in no event, except in the case of the OWNER/AGENT's willful or wanton negligence, shall the Tenant collect any consequential or secondary damages result 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 on or about the Premises, moving expenses, storage expenses, alternative interim housing expenses, and expenses of locating and procuring alternative housing.

20. Removal, Storage and Disposition of Tenant's Personal Property:

- (a) Ten days (10) after being placed in lawful possession by execution of a writ of possession, the OWNER/AGENT may throw away, dispose of, or sell all items of personal property remaining on the Premises. During the 10-day period after being placed in lawful possession by execution of the writ of possession, the OWNER/AGENT may move for storage purposes, but shall not throw away, dispose of, or sell any items of personal property remaining on the Premises unless otherwise provided for in Chapter 42 of the North Carolina General Statutes. Upon the Tenant's request prior to the expiration of the 10-day period, the OWNER/AGENT shall release possession of the property to the Tenant during regular business hours or at a time agreed upon. If the OWNER/AGENT elects to sell the property at public or private sale, the OWNER/AGENT shall give written notice to the Tenant by first-class mail to the Tenant's last known address at least seven (7) days prior to the day of the sale. The seven-day (7) notice of sale may run concurrently with the 10-day period which allows the Tenant to request possession of the property. The written notice shall state the date, time and place of the sale, and that any surplus of proceeds from the sale, after payment of unpaid rents, damages, storage fees, and sale costs, shall be distributed to the Tenant upon request, within 10 days after the sale, and will thereafter be delivered to the government of the county in which the rental property is located. Upon the Tenant's request prior to the day of sale, the OWNER/AGENT shall release possession of the property to the Tenant during regular business hours or at a time agreed upon. The OWNER/AGENT may apply the proceeds of the sale to the unpaid rents, damages, storage fees and sale costs. Any surplus from the sale shall be disbursed to the Tenant, upon request, within ten (10) days of the sale and shall thereafter be delivered to the government of the county in which the rental property is located.
- (b) If the total value of all property remaining on the Premises at the time of execution of the writ possession in an action for summary ejectment is less than one-hundred dollars (\$100.00), then the property shall be deemed abandoned five days after the time of execution, the OWNER/AGENT may throw away or dispose of the property. Upon the Tenant's request prior to the expiration of the five (5) day period, the OWNER/AGENT shall release possession of the property to the Tenant during regular business hours or at a time agreed upon.

21. Bankruptcy: If any bankruptcy or insolvency proceedings are filed by or against the Tenant or if the Tenant makes any assignment for the benefit of creditors, the OWNER/AGENT may, at its option, immediately terminate this Tenancy, and reenter and repossess the Premises, subject to the provisions of Bankruptcy Code (11 US Section 101, et seq.) and the order of any court having jurisdiction thereunder.

22. Tenant's Insurance; Release and Indemnity Provisions: The Tenant shall be solely responsible for insuring any of the Tenant's personal property located or stored upon the Premises upon the risks of damage, destruction, or loss resulting from theft, fire, storm, and all other hazards and casualties. Regardless of whether the Tenant secures such insurance, the OWNER/AGENT shall have no liability for any damage to, or destruction or loss of, any of the Tenant's personal property located or stored upon the Premises regardless of the cause or causes of such damage, destruction or loss, unless such loss or destruction is attributable to the intentional acts or willful or wanton negligence of OWNER/AGENT. The Tenant agrees to the release and indemnify OWNER/AGENT from and against any liability for injury to the person of Tenant or to any members of the Tenant household resulting from any cause whatsoever except only such personal injury caused by the negligent or intentional acts of the OWNER/AGENT.

23. Agent: The Education Foundation Inc. of Caldwell County and the Tenant acknowledge that the OWNER/AGENT (i.e. Education Foundation Inc. of Caldwell County) may, from time to time in its sole discretion, engage a third party (the Agent) to manage, supervise and operate the Premises or the complex, of which they are a part. If such third party Agent is managing, supervising, and operating the Premises at the time this lease is executed, the name will be shown as third party Agent on the first page hereof. With respect to any third party Agent engaged pursuant to this paragraph, the OWNER/AGENT and the Tenant hereby agree that: (1) third party Agent acts for and represents OWNER/AGENT in this transaction; (2) third party Agent shall have only such authority as provided in the management agreement existing between the OWNER/AGENT; (3) third party Agent may perform without objection from the Tenant, any obligations or exercise any right of the OWNER/AGENT contained herein; (4) the Tenant shall pay all rentals to the Agent if directed to do so by the OWNER/AGENT; (5) except as otherwise provided by law, the third party Agent shall not be liable to the Tenant for the nonperformance of the obligations or promises of the OWNER/AGENT contained herein; (6) nothing contained herein shall modify management contract existing between the OWNER/AGENT and third party Agent; however, the OWNER/AGENT and the third party Agent may from time to time modify the management agreement in any manner which they deem appropriate; (7) the OWNER/AGENT, may, in its discretion and in accordance with any management agreement, remove without replacing or remove and replace any third party agent engaged to manage, supervise or operate the Premises.

24. Form: The OWNER/AGENT and Tenant hereby acknowledge and their agreement is evidenced by this form contract which may contain some minor inaccuracies when applied to the particular factual setting of the parties. The OWNER/AGENT and Tenant agree that the courts shall liberally and broadly interpret this lease, ignoring minor inconsistencies and inaccuracies, and that the courts shall apply the lease to determine all disputes between the parties in the manner which most effectuates their intent as expressed herein. The following rules of construction shall apply: (1) handwritten and typed additions or alterations shall control over the preprinted language when there is an inconsistency between them; (2) the lease shall not be strictly construed against either the OWNER/AGENT or the Tenant; (3) paragraph headings are used only for convenience of reference and shall not be considered part of this lease; (4) words in the singular shall include the plural and the masculine shall include the feminine and neuter genders, as appropriate; and (5) the invalidity of one or more provisions of

this lease shall not affect the validity of any other provision hereof and this lease shall be construed and enforced as if such invalid provisions were not included.

25. Amendment of Laws: In the event that subsequent to the execution of this lease any state statute regulating or affecting any duty or obligation imposed upon the OWNER/AGENT pursuant to this lease is enacted, amended, or repealed, the OWNER/AGENT may, at its option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this lease.

26. Eminent Domain and Casualties: The OWNER/AGENT shall have the option to terminate this lease if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damaged by fire or other casualty.

27. Assignment: The Tenant shall not assign this lease or sublet the Premises in whole or part with the express written permission of the OWNER/AGENT.

28. Waiver: No waiver of any breach of any obligations or promises contained herein shall be regarded as a waiver of any future breach of the same of any other obligations or promise.

29. Inspection of the Premises: Within two days of occupying the Premises, Tenant has the right to inspect the Premises.

30. Notice: Any notice required or authorized to be given hereunder or pursuant to applicable law shall be mailed or hand delivered to the following addresses:

Tenant: _____

OWNER/AGENT: Education Foundation Inc. of Caldwell County 1914 Hickory Blvd. SW, Lenoir, North Carolina, 28645

31. Execution; Counterparts: When Tenant signs this lease, Tenant acknowledges that the same has been read by Tenant and Tenant agrees to the provisions of this lease, this lease is executed in two counterparts with an executed counterpart being retained by each party.

32. Entire Agreement: This Agreement contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those expressed herein in writing. All changes, additions or deletions hereto must be in writing and signed or initialed by all parties.

OWNER/AGENT:
Education Foundation Inc. of
Caldwell County

By: _____

Print Name: _____

Print Title: _____

DATE: _____

TENANT:

(SEAL)

DATE _____