



## Phoenix Property Management

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### RESIDENTIAL RENTAL CONTRACT ADDENDUM

Property Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tenant(s): \_\_\_\_\_ Date: \_\_\_\_\_

This Residential Rental Contract Addendum is a written amendment attached to, and thus included as part hereof, the written Residential Rental Contract between the Landlord and Tenant. Whereas the terms of said Residential Rental Contract and the attached addenda conflict, this Residential Rental Contract Addendum shall control.

#### BEFORE YOU CAN MOVE IN

- Have all utilities scheduled to turn on at the date of your move in, and provide the confirmation or account numbers to the Phoenix agent you are working with. This scheduling must be done prior to the move in day. Most utilities require 24 to 48 hour notice to provide service in your name and additional delays may apply if you are new to the service area. Visit [PhoenixPropertyNC.com/Utilities.htm](http://PhoenixPropertyNC.com/Utilities.htm) to view all utilities.
  - First rent (pro-rate or full) must be paid in cashier check to the Phoenix office prior to scheduling a move in.
  - Make all rent checks payable to: Phoenix Realty.
  - All the Tenant's check-in must be scheduled at least two days prior to move-in and the move-in must be done during office hours. If the lease starts on a Sunday, then the move-in can be made on the Saturday prior or the Monday that follows.
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#### AT OR BEFORE MOVEIN DAY

- Tenant shall schedule a visit to Phoenix office at the move in day to pickup the key, sign in for the move in, review any copies of HOA covenants and any other relevant documents.
  - Tenant shall complete the **Move-in Checklist** during the Move-in Inspection with the Phoenix Realty Agent; the purpose of this checklist is to record the condition of subject property at the time of move-in. The tenant then has **10 days** of occupancy to notify Phoenix of anything that may have been missed at the move-in inspection.
  - Phoenix shall visit the property for inspection post move in. Any moving damages will be charged to the tenant requiring immediate payment once the repair is complete.
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#### ONCE MOVED IN

- Tenant is expected to maintain the property inside and outside as called for in the contract.
- Tenant agrees to maintain the yard, to cut grass regularly, and to keep gutters clear.
- Phoenix periodically visits property to inspect the property.

- If Tenant desires a pet after moving in, Tenant must get Phoenix permission. Failure to do so will result in fines and possible eviction. Pet deposit is \$200 refundable and \$300 non-refundable pet fee.
- Selling and using of drugs on the property will result in immediate eviction.

## MONTHLY RENTAL PAYMENTS

- All future rent is to be made payable and directed to: Phoenix Realty, 5108 Hwy 55 Durham, NC 27713
- There is a drop off box next by the front door for drop in after office hours.
- If you choose to pay rent by mail, it has to be post marked no later than by the **5th**.
- Drop-off rent payments received **in our office** after 5:00pm on the 5th day of the month will be charged a 5% late fee. After the the 5th, only a certified check or money order will be accepted. **No exceptions.**
- In the event a check is submitted and returned as insufficient funds (NSF), the amount of the check must be paid in the form of a Money Order or Cashers Check within one day. A late fee is applied.
- After one bounced check is received by agent, tenant has to pay rent either by money order or cash from then on until a new lease is signed again.

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## BREACH OF CONTRACT

All terms of the North Carolina Rental Agreement apply, including that the Tenant is liable for the full rental terms as specified on page 1 of the lease agreement with Phoenix Realty. If the Tenant breaches the contract, the Tenant is liable for:

- Any unpaid rents and any future lost rental monies due to vacancy.
- Any fees incurred by the Landlord to re-let the property, including, but not limited to, any fees to agencies used for assistance in re-letting the property.
- Any costs necessary to clean and/or repair property to it's original condition.
- Any legal fees incurred by the landlord.
- Any utility bills for service during the lease period.

Tenant acknowledges and agrees that Tenant is obligated to perform per the terms and conditions of this Residential Rental Contract for the full term. Breach of this Contract may result in information regarding Tenant performance in relation to this contract being forwarded to credit reporting agencies by Phoenix Realty.

You are required to keep all the utilities on and in your name until the end date of your lease, **even if you are moving out prior to the end of your lease**. You will be charged \$50 per utility that is turned off prior to the end date of your lease in the event that Phoenix Realty has to reconnect your utilities in order to show the property to prospective clients. Without water for the toilets and sinks; lighting; and AC and heat, prospective clients and agents may not show the property (in addition to the fact that leaving unflushed toilets may cause sanitation issues in the home). You will be held fully responsible for any damages incurred as a result of utilities being turned off prior to your lease end date. Return visits by our maintenance staff or independently contracted maintenance or cleaning crews due to lack of functioning utilities also will be billed to you.

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**PURPOSE:** The purpose of this portion of the addendum is to give you, the Tenant, specific examples of things you are responsible for during the term of your lease so that you will have a better understanding of your obligations. It does not list everything you are responsible for, and that includes certain maintenance responsibilities. Depending on what type of residence you are leasing (single-family house, duplex, etc.) and what kind of improvements it contains, some items on the following list may not apply to you. **GOOD HOUSEKEEPING IS EXPECTED OF EVERYONE.**

## ALTERATIONS

- Tenant shall not alter the premises without the Landlord's prior written consent.
- Tenant is able to drive nails in the walls for the purpose of hanging pictures or other decorative items under the condition that the Tenant uses reasonable care to not damage the walls or cause an excessive amount of nail holes.

## SMOKING

- Smoking is not permitted inside or on the grounds the property, including the garage, by Tenant, guest(s), and/or invitee(s).
- Any resulting damage or litter resulting from smoking will be at the sole expense of the Tenant who will be subject to fines for violations.

## DISPOSAL

- Do not put egg shells, fruits or vegetable peelings, metals, plastics, or small toys in the garbage disposal. Tenant will be charged if there are inappropriate objects found in the garbage disposal.

## VEHICLES

- You and your guests may park only in designated areas and not on the grass.
  - Keep driveways free of oil and grease.
  - Do not keep inoperable or unlicensed vehicles on the property.
  - You and your guests may not work on motor vehicles in the parking lot of the complex (if applicable).
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## LIGHTS, FILTERS, FUSES, ETC.

- Replace HVAC filters periodically (monthly). If the technician reported that the failure of the heating or cooling system is due to the dirty filter, Tenant has to pay the cost of the technician's visit.
  - Replace burned-out electric light bulbs and blown fuses as required.
  - Replace refrigerator water filter when prompted.
  - Leave working light bulbs in all electrical sockets at end of tenancy.
  - Reset tripped circuit breakers and oven timers.
  - Relight oil or gas furnaces and hot water heaters at move-in.
  - Leave new filter in the air return at the end of tenancy.
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## CARPETS

- Use a professional carpet cleaning service to steam clean carpets unless you have written permission to clean them yourself. A receipt from an approved carpet-cleaning professional will be required at move-out.
  - If pet(s) occupied the property during tenancy, the Tenant must have the carpets deodorized and treated to eliminate flees and ticks upon vacating the property, regardless of early move-out and/or breach of Residential Rental Contract.
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## HARDWOOD FLOOR

- Use non-damaging agent or use of professional hardwood cleaning service only.
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#### **TILE & VINYL FLOOR**

- Use non-damaging agent or use of professional hardwood cleaning service only.
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#### **FIRE SAFETY**

- If you have never used a fireplace before, ask for instructions on how to use it.
  - Do not store ashes in the trash cans.
  - Do not build a wood fire in a fireplace that has connections for gas logs.
  - Do not use kerosene heaters.
  - Do not use grills within 10 feet (horizontally or vertically) of anything that will burn.
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#### **WATER LINES** To help prevent water lines from freezing and bursting during cold weather:

- Allow water to trickle and place lights as appropriate.
  - If you are going to be away from home, have water turned off and water lines drained or leave sufficient heat in the house.
  - Disconnect garden hoses from the outside faucets.
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#### **PEST EXTERMINATION**

- Keep the premises free from visible infestations of roaches, ants hornets, bees, mice and other pests.
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#### **LOCKS**

- Do not change or remove any existing locks or add any additional locks without Phoenix written permission.
  - If granted permission to change your locks, you MUST provide 2 sets of keys to Phoenix the same day the locks are changed. Failure to do so will result in a fine of \$100.
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#### **MOLD AND MILDEW** To help prevent mold and mildew from accumulating in the Premises:

- Clean and dust the Premises on a regular basis.
  - Remove moisture on windows, walls, and other surfaces as soon as possible.
  - Immediately notify Agent of any evidence of a water leak or excessive moisture or standing water.
  - Immediately notify Agent of the presence of mold, mildew, or similar growth in the Premises after you have attempted to remove it using common household cleaning solutions or anti-microbial products.
  - Immediately notify Agent of any malfunction of any part of the heating, ventilation, air conditioning, plumbing, or laundry systems.
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## EXTERIOR MAINTENANCE

- Tenant is required to maintain the yard weekly or biweekly such as trimming bushes and mowing the lawn. Mow the grass in a timely manner to avoid violating any HOA rules where applicable. If the yard is not maintained properly, and if management has to hire someone to do the work, Tenant PAYS for the service.
  - Tenant is required to keep the gutters clean, to keep the drain lines clear, to replace the light bulbs (light bulbs must be no more than 75 watts). If an issue or maintenance problem results from Tenant's negligence, Tenant will be charged for the expense of the service calls, parts and labor.
  - Keep the porches, patios, balconies, and front and back yards free of clutter, unsightly items, and other personal articles.
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## REPAIRS

- If you do not keep an appointment to be home for maintenance or repair work, the worker's time will be charged to you.
  - If you request repairs and the worker is unable to enter due to extra locks or chains on the door not being removed, the worker's time will be charged to you.
  - You will be charged for any service calls to repair items that you are responsible for maintaining.
  - You may not authorize any maintenance or repairs at Landlord's or Agent's expense.
  - You will not be reimbursed for any unauthorized repairs that Landlord is responsible for.
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## MAINTENANCE REQUESTS

There are two two of service request. Emergency and non-emergency.

**Emergency** - Fire, Flood, Death.

**Non-Emergency** - toilet not flushing, broken stove, ice maker stops working, disposal clogged, HVAC not working, etc.

1. Call 911 for all *Emergency*.
2. All maintenance requests must be in writing except emergency requests.
3. All non-emergency maintenance will be perform during business hours.
4. Non-Emergency requests will not be accepted via telephone. **No exceptions.**
5. Common Prevention Maintenance:
  - Always check your breaker box if you are experiencing an electrical problem. Breaker boxes are usually located in the garage or outside storage.
  - If you suspect a leak, turn off the water that feeds that line at the source. For leaks in the crawlspace or in the attic, turn off the water line feeding to the house. The house waterline is normally located in a closet close to the front of the house, pantry, or storage closet, etc.
  - You will be charged for any unnecessary maintenance calls or ones that are caused by you (clogged kitchen sink, toilet, disposal, etc.)
6. 3 ways to report a maintenance issue:
  - Email Phoenix at [maintenance@PhoenixPropertync.com](mailto:maintenance@PhoenixPropertync.com)
  - Submit maintenance request online at [PhoenixPropertync.com/TenantGuide](http://PhoenixPropertync.com/TenantGuide)
  - Fax requests to (888) 919-2008.
1. Emergency (i.e. No heat, Water Leaks, Fire) requests can be reported by phone anytime. Please check the Phoenix Website Maintenance page for the Emergency Contact Phone number.
2. Include the following information in your maintenance request. Failure to provide all information may delay our response to your maintenance request.

- Your Name
- Date
- Property Address
- Phone Number You Can Be Reached at
- When Problem Was First Noticed
- Do we have permission to enter the property without you being there?
- Description of Problem and maintenance needed.

## INSURANCE

- Your personal belongings are not covered by the property owner's insurance.
- To protect your personal belongings, Phoenix requires that you acquire renter's insurance for the event of fire, theft, or other incidents. **Your signature below indicates you agree to obtain renter's insurance for the duration of your lease.**

## LOCK OUT

- You may not replace any locks in your property without prior permission from Phoenix.
- If granted permission to change your locks, you MUST provide 2 sets of keys to Phoenix the same day the change is made. Failure to do so will result in a \$100 administrative charge to your account.
- There is a charge of \$60.00 if Tenants needs Phoenix Realty to provide a copy of the key for the house.

## MOVE OUT & SECURITY DEPOSIT RETURN

- A 60-day written notice is required to vacate the property. If a 60-day notice is not given, Phoenix will assume you are not renewing your lease and will market your property for rent. You will be charged a \$200 administrative fee if you choose to renew the lease after the 60-day notice cut-off.
- If you desire to move out before the end of your lease period, understand that you are legally responsible for paying the rent and to keep the utilities on and in your name through the end of the lease period.
- All keys, including mailbox keys and garage door openers, etc must be brought to Phoenix rental office upon move out. Failure to return ALL keys will result in the locks being changed and the cost will be deducted from your security deposit.
- Appliance and equipment information, touch-up paint cans, and any other items provided by the Landlord at lease commencement must remain at the property upon vacating the premises. If not, there will be a charge assessed against the security deposit.
- Follow the Lease Contract (statute paragraph 15) plus Maintenance Addendum contract when preparing the property for vacating. The home and carpet must be professionally cleaned with receipt provided unless other arrangements are made in advance.
- Provide Phoenix rental office with your forwarding address and telephone number to ensure refund of security deposit. There is a form on the Phoenix website that tenants can use to electronically update their contact information.
- Your security deposit cannot be applied toward your final month's rent.
- Your security deposit will be returned to you within 30 days of receipt of ALL keys in our office.
- The property must be left clean, with no damage, for a full refund of your security deposit.
- All Phoenix rental properties are NON-Smoking. Evidence of smoking will result in a substantial deodorization charge.
- You agree to surrender any personal belongings left behind after the move-out inspection and agree to pay Phoenix Realty for the removal of any personal items or trash left behind.

**SHOWING PROPERTY TO POTENTIAL TENANTS**

- Phoenix has the right to show the property to prospective tenants in order to re-rent the property.
- Phoenix may begin showings 60 days before the end of your lease, depending on the market conditions and the nature of your specific property.
- Phoenix has the right to place a combination lock box on the property, place a sign in the yard, advertise the property for rent, and allow licensed member agents of the Multiple Listing Service to show the property.
- You must cooperate with showings when notified within reasonable period of time.
- All prospective tenants who view the property will be accompanied by a licensed real estate agent or a member of the Phoenix staff.
- At such time that Phoenix determines it must market your property, you must cooperate with showings when notified within a reasonable time and day. Phoenix will instruct all showings to call you at \_\_\_\_\_ (cell number) to give you a courtesy call at least two 2 hours minimum in advance. If no contact is provided, Phoenix will use the contact info available at application.

**I/We the tenant(s) have read and understand the lease agreement and the addendum attached. My/Our signature(s) below indicates understanding and acceptance of all information contained in this document.**

TENANT / DATE:

LANDLORD / PM COMPANY / DATE:

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

By: \_\_\_\_\_, AGENT  
**Phoenix Realty of Wake County, Inc.**