



## Month-to-Month Rental Agreement for Sunshine Landing

This agreement made September 1, 2021 is by and between Mountain Life Properties of Western North Carolina LLC (hereafter known as the Landlord) of 16 China Berry Court, Waynesville, NC 28785, and \_\_\_\_\_ (hereafter known as the Tenants), agree to the following:

**OFFER TO RENT:** The Landlord leases to Tenants and Tenants rent from Landlord, subject to the following terms and conditions of this agreement, RV/Tiny Home Site with the address of \_\_\_\_\_ Sunshine Cove Road, Waynesville NC 28785 (hereafter known as the Premises) under the following conditions:

**OCCUPANT(S):** The Premises is to be occupied strictly as a residential dwelling with the following Occupant to reside on the Premises in addition to the Tenant mentioned above: \_\_\_\_\_ (hereafter known as the Occupant).

**PURPOSE:** The Tenants and any Occupant may only use the Premises as a residential dwelling. It may not be used for storage, manufacturing of any type of food or product, professional services(s), or for any commercial use unless otherwise stated in this Agreement.

**LEASE TERM:** This Agreement shall be a month-to-month arrangement (tenancy-at-will) beginning on September 1, 2021 and end at any time by the Landlord or Tenants providing at least 7 days' written notice to the other party.

**RENT:** Tenants shall pay the Landlord in equal monthly installments of \$600.00 hereinafter known as the "Rent". The Rent will be due on the first (1st) of every month and be paid via the following means:

Cash, personal check, PayPal, Venmo

Rent includes septic, water, WIFI, complimentary laundry facilities, picnic table, and a U.S. mailbox.

Electric charges are the responsibility of the Tenants. Electric bills will be distributed by the Landlord on the fifth (5th) of each month and payment is due by the fifteenth (15th) and be paid to the Landlord via the following means:

Cash, personal check, PayPal, Venmo

It is agreed that rent will not be increased for one year from the signing of this lease if this lease stays in effect.

**NON-SUFFICIENT FUNDS:** If the Tenant attempts to pay with a check that is not honored due to insufficient funds, there shall be a fee of \$35.00 charged to the Tenant.

**LATE FEE:** If rent is not paid on the due date, there shall be no fee assessed. A notice to pay or quit shall be submitted to the Tenant(s) for the requested payment. The Tenant shall have seven (7) days from notice to pay back Rent or face forfeiture of tenancy.

**SECURITY DEPOSIT:** A security deposit in the amount of \$200.00 shall be required of the Tenant(s) at the execution of this agreement to the Landlord for the faithful performance of all the terms and conditions of this agreement. The security deposit is to be returned to the Tenant(s) within thirty (30) days after this agreement has terminated, less any damage and electric charges and without interest. The security deposit shall not be credited towards rent unless the Landlord gives their written consent.

**FIRST MONTH'S RENT and SECURITY DEPOSIT:** First (1st) month's Rent and the security deposit shall be due by the Tenants upon the execution of this agreement.

**SUBLETTING:** The Tenants shall not have the right to sub-let the Premises or any part thereof without the prior written consent of the Landlord. Further, facilities of the Premises including the laundry shed and designated pet area are for Tenants only.

**ASSIGNMENT:** Tenants shall not assign this lease without the prior written consent of the Landlord.

**PARKING:** The Landlord shall provide the Tenants two (2) parking spaces. All vehicles must be road worthy and have current registrations.

**ALTERATIONS:** The Tenants shall not make any alterations to the leased premises without the consent of the Landlord. This includes the erection of sheds, decks, fences or other structures and the planting of trees, bushes or other vegetation.

**PETS:** This a pet friendly rental with the following conditions:

1. A pet will be permitted upon the Tenant(s) presenting a vaccination record to the Landlord.
2. Pets must be kept on the Tenant's space or in the designated pet area.
3. All pet droppings must be picked up and disposed of in a trash receptacle.
4. Pets are not allowed to be left outside of the RV at night or when no one is in the RV to control them.
5. It is expected that pets will not cause disturbances or problems with neighbors.

**ETIQUETTE:**

1. It is the responsibility of the Tenants to maintain the property in an acceptable manner. This includes:

1. Keeping garbage and debris picked up and disposed of;
2. Disposing of garbage at the nearby county garbage/recyclables center;

3. Leaving the laundry shed clean and free of personal belongings so others can use the facility;
4. Keeping personal property stored when not in use; and
5. Fires are only allowed in designated fire pits.

2. It is expected that the Tenants act in accordance with commonly accepted neighborly practices. This includes:

1. Keeping noise volume at a reasonable level;
2. Respecting the property and space of other residents;
3. Taking care while driving on the campground's roads including abiding by a 10 MPH speed limit.

**GUESTS:** There shall be no other persons living on the Premises other than the Tenant(s) and any specified Occupant(s). Guests of the Tenant(s) are allowed for periods not lasting for more than forty-eight (48) hours unless otherwise approved by the Landlord.

**RIGHT OF ACCESS:** The Landlord shall have the right of access to property for inspection and repair or maintenance during reasonable hours.

**INDEMNIFICATION:** The Landlord shall not be liable for any damage or injury to the Tenant(s), or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant(s) agrees to hold Landlord harmless from any claims or damages unless caused solely by the Landlord's gross negligence.

Tenant(s) acknowledge that they are responsible for obtaining any desired insurance for fire, theft, liability, etc. on personal possessions, family, self and guests.

**COMPLIANCE WITH LAW:** The Tenant(s) agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the federal, state, and local government or any of their departments, bureaus, boards, commissions, and officials thereof with respect to the premise or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant(s), the Landlord, or both.

**DEFAULT:** If the Tenant(s) fails to comply with any of the financial or material provisions of this agreement, or if any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant(s) by statute or state laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the agreement by reason thereof, the Landlord may terminate this agreement. If the Tenant fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this agreement.

The Tenant(s) will be in default if: (a) Tenant(s) does not pay rent or other amounts that are owed in accordance with respective state laws; (b) Tenant(s), their guests, or the occupant(s) violate this agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant(s) abandon the premises; (d) Tenant(s) gives incorrect or false information in the rental application; (e) Tenant(s) or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the premises or on the person of the Tenant(s), guests, Occupant(s) while on the premises and/or; (g) as otherwise allowed by law.

**MULTIPLE TENANTS OR OCCUPANTS:** Each individual that is considered a Tenant(s) is jointly and individually liable for all of this agreement's obligations, including but not limited to rent monies. If any Tenant(s), guest, or Occupant(s) violates this agreement, the Tenant(s) is considered to have violated this agreement. Landlord's requests and notices to the Tenant(s) or any of the Occupant(s) of legal age constitutes notice to the Tenant(s). Notices and requests from the Tenant(s) or any of the Occupant(s) (including repair requests) constitutes notice from the Tenant(s). In eviction suits, the Tenant(s) is considered the agent of the premise for the service of the process.

**SEVERABILITY:** If any provision of this agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**ENTIRE AGREEMENT:** This agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant(s) agree to the terms and conditions and shall be bound until the end of the lease term.

**Any violation of this agreement will be grounds for eviction.**

I/we have read and fully understand this rental agreement and have full authority and legal rights to commit to the terms and conditions of this contract. I/we agree to abide by same during tenancy at location.

**Tenant(s) Signature** \_\_\_\_\_

**Landlord's Signature** \_\_\_\_\_

Kenn Jacobine as President of Mountain Life Properties of WNC, LLC

# Security Deposit Receipt

Date:

Landlord has collected from Tenant(s) security deposit in the amount of \$200  
It will be held by Landlord for the full performance of the lease .

Landlord's Signature\_\_\_\_\_