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| STATE OF NORTH CAROLINA |  |  |
|  |  | RENTAL AGREEMENT |
| COUNTY OF |  |  |  |
|  |
|  |
| **TIP NO.:** |  |  | **PARCEL NO.:** |  |
| **WBS ELEMENT:** |  |  | **IMPR. NO.:** |  |
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| The Department of Transportation, an agency of the State of North Carolina, agrees to rent the property |
| formerly owned by |       | , |
| located at |       |
| to |       | on a monthly basis beginning on the first |
| day of |       | , 20 |    | , at a rent of $ |       |
| per month, payable in advance on the first day of each month. ***Rental payments shall be made by certified check or money order and made payable to the North Carolina Department of******Transportation.* The tenant shall mail it to the North Carolina Department of Transportation, at the following address:** |
| **Right of Way Department** |
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|  The tenant agrees to the following terms: |
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| 1. | The tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of the Department of Transportation. |
| 2. | It will be the tenant’s responsibility for any improvements and/or repairs or alterations to subject property (to include land and buildings) that may be necessary to comply with any requirements of the Americans with Disabilities Act of 1990. |
| 3. | To maintain this property in as good condition as he finds it, reasonable wear and tear excepted. |
| 4. | To be responsible for any repairs that may be needed during the term of his occupancy and be responsible for and have repaired any damage caused by negligence. |
| 5. | To permit the property to be inspected periodically. |
| 6. | To vacate the property on or before this date: |       | . |
| 7. | The property shall not be used for any unlawful or immoral practices or to so occupy the premises as to constitute a nuisance. |
| 8. | To make all reasonable efforts to protect the property against all hazards and losses such as fire, theft, or other damages. |
| 9. | To assume responsibility for all risks to himself or his agents or others for any losses or damages attributable to his use or occupancy of the property and will save the Department of Transportation harmless against all claims which may be brought as a result of his occupancy or use of the property. |
| 10. | To see on the day we vacate: |
|  | a. | All utility services due are paid and have same discontinued. |
|  | b. | The property is swept out and all trash or other refuse is removed from the premises. |
|  | c. | The doors and windows are properly locked and fastened. |
|  | d. | The keys are returned to the Department of Transportation. |
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| ACCEPTED FOR: | Signed |  |
| **North Carolina Department of Transportation** |  | (Tenant) |
|  |  |  |
| BY: |  | Signed |  |
|  | Manager of Right of Way |  | (Tenant) |
|  |  |  |
|  | Date |  |
|  |  | (To be inserted when tenant signs) |
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