

The designation Landlord, Agent and Tenant as used herein shall include singular, plural, masculine, feminine or neuter as required by context.

In consideration of the rent described above, and mutual promises made to each other, all of which are contained in this lease. The Landlord, by and through his Agent, leases and rents to the Tenant and the Tenant does hereby lease and rent from the Landlord the Premises in accordance with the terms and conditions listed below and the **Additional Terms and Conditions** listed throughout this form. The lease is accepted by the undersigned in total and is not to be considered an individual obligation for a portion of the lease payment. Each tenant shall be jointly and severally liable for the total monthly rent.

The duration of this lease shall be listed above. Landlord or tenant(s) may terminate the tenancy at the expiration of the initial term by giving written notice to the Landlord's office. Tenants must give a written notice to the landlord's office, at the address above, **no later than February 28th 20__**, if the tenants wish to retain their apartment after the ending date. When notification is received, agent for the landlord will prepare a new rental agreement for the tenant to sign. Another signed lease must be completed to have this apartment rented for another term than the term stated herein. In the event written notice is not given, the apartment will be considered available for rent after the ending date above. In the event of a renewal lease is signed and the tenants stay beyond the initial term, any monies prepaid, will forward to the new agreement, becoming part of the renewal lease.

The Rent is due and payable on the 25th day of the preceding month. Rent shall be paid by the tenant to the Landlord, without further notice, demand or deduction. The amount of the Rental Payment is specified above. The first Rental Payment, which shall be prorated if the initial duration term commences on a day other than the first day of applicable rental payment period, shall be due on the above day set forth and shall constitute payment for the period ending on the end of the first payment period. Thereafter, all rental payments shall be made in advance of or before the due date set forth above, for the duration of the tenancy. There will be a late payment fee on any rental payment not received by the second day of the month. The late payment shall be five percent of the rental amount or fifteen dollars whichever is greater. The late fee shall be due immediately, without demand thereof and shall be added and paid with the late rental payment. Tenant also agrees to pay a thirty dollar processing fee for each check of the Tenants that is returned by the financial institution because of insufficient funds or because the Tenant did not have an account at the financial institution.

A complete credit application will be required of Tenant. Tenant will pay a \$25.00 fee upon submission of the credit application. Tenant must possess a good credit rating and demonstrate that Tenant has been employed for the past two(2) years in the same position of employment. If tenant does not possess a credit rating acceptable to Landlord, Tenant may provide Landlord with co-signing party who shall guarantee and secure the obligations of the tenant under the terms of this Lease. If Tenant wishes to provide Landlord with a co-signor, Tenant's Co-signor must submit a credit application; the co-signing party must possess a good credit history acceptable to Landlord as Tenant's Co-signor. If Tenant is unable to provide Landlord with evidence of good credit, and is also unable to secure a co-signing party acceptable to Landlord, Tenant may pre-pay the final two months of rent due to Landlord for the term of the Lease listed herein.

A security deposit equal to one month's regular rent will be charged. The security deposit of the tenant shall be deposited in a non interest bearing trust account at the Boone, North Carolina office of BB&T, located at 971 Blowing Rock Road, North Carolina..

The Security Deposit shall be held, and upon termination of the tenancy, it will be applied in the manner and for the purposes set forth in Paragraph 3 of the Additional Terms and Regulations. All apartments must be left clean and damage free. You have the first 30 days of occupancy to make a list of pre-existing damages to be brought to the office. (This is your walk-through).

The Tenant shall not allow nor permit the Premises to be occupied or used as a residence by any person other than the Tenant.

() The Tenant acknowledges that he/she has 30 days to report any current damages in writing.

APPALACHIAN SOUTH APARTMENTS DOES NOT ALLOW PETS OF ANY KIND ANYWHERE. HAVING A PET IN YOUR APARTMENT IS A MATERIAL BREACH OF CONTRACT FOR WHICH YOU WILL BE EVICTED.

Grills are not allowed and will be removed without notice or warning

Rules and Regulations: The Tenant, his family, servants, guests and agents shall comply with and abide by all the Landlord's existing rules and regulations and such future reasonable rules and regulations as the Landlord may, at Landlord's discretion, from time to time, adopt governing the use and occupancy of the Premises and any common areas used in conjunction with them. The Landlord may, at Landlord's discretion, from time to time, adopt additional reasonable rules and regulations, provided that such changes and additions shall not become effective until (30) days written notice thereof shall have been furnished to the Tenant. A copy of existing rules and regulations is attached hereunto and the Tenant acknowledges that he/she has read them. The Additional terms and conditions shall be deemed to be a part of this lease giving the Landlord all the rights and remedies therein provided.

Assignments: The Tenant shall not assign this Lease or sublet the Premises in whole or part without written consent of the Landlord.

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

Read the Additional Terms and Conditions of this lease. When you sign this Lease, you are acknowledging that you have read and agree to the provisions of this lease. This lease is executed in the specified number of counterparts, with each party retaining an executed counterpart. The covenants and conditions contained in this Lease shall apply to and be binding on the heirs, legal representatives and assigns of the parties hereunto.

In witness whereof the parties have executed this Lease on the day and year written above.

Tenant _____ SS# _____ - _____ - _____

Tenant _____ SS# _____ - _____ - _____

Tenant _____ SS# _____ - _____ - _____

Tenant _____ SS# _____ - _____ - _____

Landlord: Appalachian South Apartments by: _____

Rules and Regulations

PARTIES, NOISE and ANIMAL VIOLATIONS

Parties, large gatherings, loud music, and other noise are simply not permitted. If noise from your unit disturbs your neighbors, they may or may not request that you be quiet before they call the appropriate law enforcement agencies and/or Appalachian South personnel. If one of your neighbors calls Appalachian South, we will call you first. If the police come they could give a noise ordinance citation of \$100.00 per resident. Please do not disturb your neighbors. **KEGS IN YOUR UNIT OR COMMON AREAS OF YOUR BUILDINGS ARE STRICTLY PROHIBITED.** Violations carry a \$100.00 fine, assessed by the rental office for each keg per occurrence. You could be fined for having a pet in your apartment in addition to being evicted.

IF YOU GET LOCKED OUT

Appalachian South will unlock your door anytime, day or night, weekends or weekdays, free of charge as long as the problem does not become habitual. You may also come by the office and acquire a copy of your key in order to assist you in a lock-out. If you fail to ask for assistance and damage your door, lock, window or screen in an attempt to enter your apartment, you will be responsible for the cost of repairs for that damage. Emergency Maintenance #: 828-265-8821.

ALTERING YOUR UNIT

If you wish to make a change to your rental unit, those changes must be approved by Appalachian South personnel in writing.

DEADBOLTS

We have mastered deadbolts available at our office. You must have them installed but we provide them free to you. This way we can still get in in the event of an emergency.

PAINTING

Do not paint or make interior alterations without written permission from the rental office.

MAINTENANCE

Emergencies: Call the office and you will be given instructions on how to reach the maintenance person on call. Emergencies are fire, flood, no water at all or no heat in winter months. Always call 828-264-6621 first. Non-emergencies maintenance request are submitted in writing at the office. Only emergencies maintenance needs can be handled by phone.

WHO PAYS?

When an appliance supplied with the premises by Appalachian South, wears out or simply quits working from age, Appalachian South will pay for the repair or replacement. If you, your room mates or your guests damage Appalachian South's property, you will be billed for the repair.

VIDEO LIBRARY

Appalachian South offers a free video library to Tenants. The video selection is rotated on a monthly basis. While this service is free, late charges will be assessed for videos not returned by the due date. Your rental account must be current to rent videos.

RENEWALS

Appalachian South tenants have the option of renewing their existing leases with Appalachian South. We do not allow transfers from one location to another.

SUBLEASING

There is no such thing as breaking your lease. Should your circumstances change and you are compelled to move out of your unit, you are permitted to find someone to take over your lease payments. You must understand, however, that simply finding someone willing to move in and pay your rent does not relieve you of your obligations to perform under this lease, if the sublessee breaches the sublease. Should you find it necessary to move out of your unit before the termination of your lease agreement, come to the office and notify personnel immediately. We will assist you in proper procedure and make efforts to help find a suitable sublessor.

PARKING

Parking spaces are an endangered species in any college town, and Boone is no different. Appalachian South has gone to great lengths to get control of the parking situation in order to best insure our tenants will be able to park at their complex with no problem.

IT IS IMPORTANT TO UNDERSTAND THE RULES SET FORTH IN THIS SECTION TO AVOID BEING TOWED. You must obtain a \$30.00 parking sticker from our office upon taking occupancy. This is a one time fee. Anyone staying in their current apartment, will not need to purchase another sticker but must renew their sticker before it's expiration date, this date is printed on the sticker. Each apartment has a designated number of parking spaces for the tenants of that particular complex. A visitor **MUST** obtain a free visitor's pass from the office. Visitor's passes are not available at Crest or Cedar Creek because of limited space. If you have a visitor after office hours, they should either park at the office until it reopens and get a visitors pass then or not park on our property. If you find that there are cars in your lot without a valid sticker or visitor pass, you may call Bill's Garage at 265-3400 and have them towed.

UTILITIES

The following is a list of utility companies that supply our area.

Electric: New River Light and Power	828-264-3671
Phone: Bell South	888-757-6500
Cable: Charter Communications	866-472-2200
Internet: Charter Communications or Bell South	
Blue Ridge Electric	828-264-8894
(Roundtree, Deerfield and Pebble Creek)	
Skyline Telephone	828-297-2603
(Pebble Creek only)	
Town of Boone – Water/Sewer	828-262-4550
(Hardin Creek and Roundtree)	

Please have your utilities connected with **48 hours** of occupancy, to avoid service interruptions.

COMMON AREAS

Nothing may be stored on decks, in common hallways, laundry rooms or crawl spaces. **No grills.** No laundry is to be hung on decks or in any common area.

TRASH

Trash is to be disposed of in the receptacles or dumpsters provided on the property. Trash left outside the dumpster, on the deck, outside your door, in the parking lot, or in the laundry room for any amount of time will result in a fine for you and your neighbors. The fine is a minimum of \$25.00 per unit. Appalachian South Apartments is strict about trash because of the threat of rats that comes from debris. Protect yourself and others from these disease-carrying rodents. Dispose of trash properly. **THIS IS YOUR WARNING.**

ADDITIONAL TERMS AND CONDITIONS

1. **Tenant's Obligations:** Unless otherwise agreed upon in writing, the Tenant shall:
 - a. use the Premises only for residential purposes and in a manner that will not disturb other tenants;
 - 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 in a clean and safe condition, including but not limited to: all plumbing fixtures, facilities and appliances;
 - d. not cause nor allow any unsafe or unsanitary condition in the common areas and remainder of the Premises used by him;
 - e. not allow any article or thing of a dangerous, inflammable or explosive character that might unreasonably increase the danger of fire or that might be considered hazardous or extra hazardous by any responsible insurance company, to be kept on the premises;
 - f. Comply with any and all obligations imposed upon the Tenants by applicable building and housing codes;
 - 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 all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, if any which may be furnished as a part of the Premises, in a proper and reasonable manner;
 - i. not deliberately or negligently destroy, deface, damage or remove any part of the Premises (including all facilities, appliances and fixtures) nor permit any person, known or unknown to the Tenant, to do so;
 - j. be responsible for and liable to the Landlord for all damage 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, natural forces, acts of the Landlord, his Agent, or of a third party who is not an invitee of the Tenant;
 - k. permit the Landlord (and the Landlord 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 this lease; (2) making such repairs, alterations, improvements or additions to the Premises as the landlord may deem appropriate; and (3) showing the Premises to prospective purchasers or tenants (the Landlord shall also have the right display "For Sale" or "For Rent" signs in a reasonable manner upon the Premises);
 - l. pay the cost of all utility service to the Premises which are billed directly to the Tenant and not included as part of the rentals, including, but not limited to: cable TV, electric, gas telephone and water services;
 - m. conduct himself and require all other persons on the Premises with his consent to conduct themselves in a reasonable manner so as not to disturb other tenant's peaceful enjoyment of the Premises;
 - n. not abandon nor vacate the Premises during the initial duration or any renewal or extensions of this Lease. The Tenant shall be deemed to have abandoned or vacated the Premises if the Tenant removes substantially all of his possessions from the Premises.
 - o. The Tenant is responsible for testing the smoke detector and reporting any malfunctioning smoke detector to the Landlord immediately.
2. **Landlord's Obligations:** Unless otherwise agreed in writing, the Landlord shall:
 - a. comply with the applicable building and housing codes to the extent required by such codes;
 - b. make all necessary repairs to the Premises to keep it in a fit and habitable condition; provided however, in accordance with Additional Terms and Conditions 1(i) and 1(j) above, the Tenant shall be liable to the Landlord 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;
 - d. promptly repair all facilities and appliances, if any, that may be furnished by the Landlord as a part of the Premises, including electrical, plumbing, sanitary, heating, ventilating and air conditioning systems, provided that the Landlord (except in an emergency situation) actually receives written notification from the Tenant of the needed repairs. In accordance with Additional Terms and Conditions 1(i) and (j) above, the Tenant shall be liable to the Landlord for any repairs to any facility or appliance necessitated by the Tenant's intentional or negligent misuse or improper operation of them.
 - e. have one or more operational smoke detectors in any residential property. When the Tenant initially moves in, the Landlord shall provide batteries if required.
3. **Security Deposit:** The Security Deposit of the Tenant shall be held in the manner set forth on the front side of this Lease. Upon any termination of the tenancy herein created, the Landlord may deduct from the Security Deposit amounts sufficient to pay; (1) any damages sustained by the Landlord as a result of the Tenant's non-payment of rent or non-fulfillment 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 costs of re-renting the Premises after a breach of this lease by the Tenant; (5) any court costs incurred by the Landlord in connection with terminating the tenancy; and (6) any other damages of the Landlord which are a permitted use of the Security Deposit under the laws of this state. After having deducted the above amounts, the Landlord shall, if the Tenant's address is known to him, refund to the Tenant (within thirty (30) days after the termination of the tenancy and delivery of possession) the balance of the Security Deposit along with an itemized statement of any deductions. If the Tenant's address is unknown to the Landlord, then the Landlord may deduct the above amounts and shall then hold the balance of the Security Deposit for the Tenant's collection for a six (6) month period beginning upon the termination of the tenancy and delivery of possession by the Tenant. If the Tenant fails to make demand for the balance of the Security Deposit within the six (6) month period, the Landlord shall not be liable thereafter to the Tenant for a refund of the Security Depositor any part thereof.
4. **Tenant's Default:** In the event the Tenant shall: (a) fail to pay the rental payment as and when it shall become due; or (b) fail to perform any other promise duty or obligation herein agreed to by the Tenant or imposed upon him by law, and such failure shall continue for a period of five(5) days from the date the Landlord provides the Tenant with written notice of such failure, then in either of such events and as often as either of them occur, the Landlord, in addition to all other rights and remedies provided by law, may, at his option and with or without notice to the Tenant, either (a) terminate his lease or (b) terminate the Tenant's right to possession of the Premises without terminating this lease. Regardless of whether the Landlord terminates this lease or only terminates the Tenant's right of possession of the Premises the Tenant shall peacefully surrender possession of the Premises, the Landlord shall, in compliance with Article 2A of Chapter 42 of the General Statutes of North Carolina, re-enter and retake possession of the Premises only through a summary ejectment proceeding. In the event the Landlord terminates this Lease, all further rights and duties hereunder shall terminate and the Landlord shall be entitled to collect from the Tenant all accrued but unpaid rents and any damages resulting from the Tenant's breach. In the event the Landlord terminates the Tenant's right of possession without terminating this lease, the Tenant shall remain liable for the full performance of all covenants hereof, and the Landlord shall use reasonable efforts to re-let the Premises on the Tenant's behalf. Any rentals reserved from re-letting shall be applied first to the costs of re-letting 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, the Tenant shall be liable to the Landlord for any deficiency. In the event the Landlord institutes a legal action against the Tenant to enforce the lease or to recover any sums due hereunder, the Tenant agrees to pay the Landlord reasonable attorney's fees in addition to all other damages.
5. **Landlord's Default, Limitation of Remedies and Damages:** Until the Tenant notifies the Landlord in writing of an alleged default and affords the Landlord a reasonable time within which to cure it, no default by the Landlord in the performance of any of the promises or obligations herein agreed to by him or imposed upon him 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 his performance hereunder. In no event and regardless of their duration shall any defective condition of or failure to repair, maintain, or provide any area, fixture or facility used in connection with recreation or recreational activities, including but not limited to swimming pools, club houses and tennis courts, constitute a material breach of this lease and the Tenant shall have no right to terminate this lease or to suspend his performance hereunder. In any legal action instituted by the Tenant against the Landlord whether for partial or material breach or breaches of this lease or any obligation imposed by law upon the Landlord, unless such breach or breaches shall constitute willful or wanton negligence on the part of the Landlord, the Tenant's damages shall be limited to the difference, in any, between the rent reserved in this lease and the reasonable rental value of the premises, taking into account the Landlord's breach or breaches, and in no event, except in the case of the Landlord's willful or wanton negligence, shall the Tenant collect any consequential or secondary damages resulting 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 in or about the premises, moving expenses, storage expenses, alternative interim housing expenses, and expenses of locating and procuring alternative housing.
6. **Alterations:** The Tenant shall not paint nor decorate the Premises or make any alterations, additions, or improvements in or to the Premises without the landlord prior written consent and then only in a workmanlike manner using materials and contractors approved by the Landlord. All such work shall be done at the Tenant's expense and at such times and in such manner as the Landlord may approve. All alterations, additions, and improvements upon the Premises, made by either the Landlord or the Tenant shall become the property of the Landlord and shall remain upon and become a part of the Premises at the end of the tenancy created hereby.

7. **Waiver:** No Waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise.
8. **Form:** The Landlord and Tenant hereby acknowledge that 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 Landlord 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 interpretation as expressed herein. The following rules of construction shall be applied: (1) handwritten and typed additions or alterations shall control the preprinted language when there is inconsistency between them; (2) the lease shall not be strictly construed against either the Landlord or the Tenant; (3) Paragraph headings are used only for convenience of reference and shall not be considered as a substantive part of the 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 portions hereof and this lease shall be construed and enforced as if such invalid provisions were not included.
9. **Agent:** The Landlord and the Tenant acknowledge that the Landlord may from time to time in his discretion, engage a third party to manage, supervise and operate the Premises of the complex, if any, of which they are a part. If such an Agent is managing, supervising and operating the Premises at the time this lease is executed his name will be shown as Agent on the front side hereof. With respect to any Agent pursuant to this paragraph, the Landlord and Tenant hereby agree that (1) the Agent shall have only such authority as provided in the management contract existing between the Landlord and the Agent; (2) the Agent may perform, without objection from the Tenant, any obligation or exercise any right of the Landlord imposed or given herein by law and such performance shall be as valid and binding as if authorized by the Landlord, as if performed by the Landlord; (3) the Tenant shall pay all rentals to the Agent if directed to do so by the Landlord; (4) except as otherwise provided by the law, the Agent shall not be liable to the Tenant for the nonperformance of the obligations or promises of the Landlord contained herein; (5) nothing contained herein shall modify the management contract existing between the Landlord and the Agent, however the Landlord and the agent may from time to time modify the management agreement in any manner which they deem appropriate and (6) the Landlord may, in his discretion and in accordance with any management agreement remove without replacing or remove and replace any Agent engaged pursuant to this paragraph.
10. **Notice:** Any notices required or authorized to be given hereunder or pursuant to applicable law shall be mailed or hand delivered to the following addresses: Tenant: the address of the Premises or the address listed on the front of this form. Landlord: the address to which the rental payments are sent.
11. **Eminent Domain and Casualties:** The Landlord shall have the opportunity 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.
12. **Tenant's Insurance, Release and Indemnity Terms:** The Tenant shall be solely responsible for insuring any of his personal property located or stored upon the Premises against the risk 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 Landlord and his agents shall not be liable for any damage to, or destruction or loss of, any of the Tenant's personal property located on stored upon the Premises regardless of the cause of such damage, destruction, or loss, unless such loss or destruction is attributable to the intentional, willful or wanton negligence of the Landlord. The Tenant agrees to release and indemnify the Landlord and his agents from and against liability for injury to the person of the Tenant or any members of his household resulting from any cause whatsoever except such personal injury caused by the negligent or intentional acts of the Landlord or his agents.
13. **Removal, Storage and Disposition of Tenant's Personal Property:** A. If the Tenant shall at any time vacate the Premises leaving personal property thereon with total value of less than \$100.00, then such personal property shall be deemed abandoned five (5) days after the Tenant has vacated the Premises. The Landlord may then remove such personal property from the Premises and donate it to any kind of charitable institution or organization without liability to the Tenant whether for trespass conversion or otherwise. In addition, if (a) the Tenant has vacated the Premises for twenty-one (21) days or more after the expiration of any period for which rent has been paid or (b) if the Landlord has obtained a judgment for possession of the Premises which is executable and the Tenant has vacated the Premises, then in either of these events the Landlord may, without liability to the Tenant of any kind whether for trespass, conversion, or otherwise, remove any and all personal property there remaining on the Premises and store the same on the Tenant's behalf and at the Tenant's sole expense. The Landlord shall be entitled to recover from the Tenant any and all reasonable costs incurred in connection with removing and storing such personal property. The Landlord shall, pursuant to North Carolina General Statute 44A-2(e) have, and the Tenant hereby grants the Landlord, a security interest in any such personal property to which the Tenant has legal title which remains on the Premises if the Tenant has vacated the Premises for twenty-one (21) or more days after any paid rental period has expired and if the Landlord has lawful claim hereunder against the Tenant for damages. The security interest shall secure the full payment of all sums due the Landlord hereunder to the extent permitted by North Carolina General Statute 44A-2(e) and shall be enforced at public sale as therein provided. B. As an alternative to the procedure set forth in Additional Terms and Conditions 13-a Above, if the Tenant abandons personal property of a value of five hundred dollars (\$500.00) or less or fails to remove such personal property at the time of an execution of a writ of possession for the Premises in an action for summary ejectment brought by the Landlord, the Landlord may, without liability to the Tenant of any kind, whether for trespass, conversion or otherwise, remove and deliver the personal property into the custody of a non-profit organization regularly providing free, or at a nominal price, clothing and household furnishings to people in need, upon that organizations agreeing to identify and separately store the property for thirty (30) days and to release it to the Tenant at no charge within the thirty day period. If the Landlord elects to use the procedure set forth in this subparagraph (b), it shall post a notice at the Premises containing the name and address of the non-profit organization receiving the property and send a copy of such notice by first class mail to the Tenant at his last known address. Such notice need not contain description of the property for purposes of this subparagraph (b), personal property shall be deemed abandoned if the Landlord finds evidence that clearly shows the Premises have been voluntarily vacated after the paid rental period has expired and the Landlord has no notice of a disability that caused the vacancy. The Tenant shall be presumed to have vacated the Premises ten (10) or more days after the Landlord has posted conspicuously a notice of suspected abandonment both inside and outside the Premises and has received no response from the Tenant.
14. **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 Landlord may, at his option, immediately terminate this Tenancy, and reenter and repossess the Premises, subject to the provisions of the Bankruptcy Code (11 USC Section 101, et seq) and the order of any court having jurisdiction there under.
15. **Amendment of Laws:** In the event that subsequent to the execution of this lease and state statute regulating or affecting any duty or obligation imposed upon the Landlord pursuant to this lease is enacted, amended or repealed, the Landlord may, at his 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.
16. **Termination for Military Transfer:** If the Tenant is a member of the United States Armed Forces who (1) has received permanent change of station orders to move fifty (50) miles or more from the Premises or (2) is prematurely and involuntarily discharged or relieved from active duty with the United States Armed Forces, the Tenant may terminate this Lease by written notice of such termination, which date shall not be less than thirty (30) days after receipt of notice by Landlord, provided such notice is accompanied by a copy of the official orders of such transfer, discharge or release from active duty or a written verification signed by the Tenant's Commanding officer. The final rent due by the Tenant shall be prorated to such date of termination and shall be payable together with liquidated damages in the amount of (a) one (1) month's rent for the Premises, if less than six (6) months of the duration of the lease has elapsed as of the effective date of such termination, provided, however, no liquidated damages shall be due unless the Tenant has completed less than nine (9) months of the tenancy and the Landlord has suffered actual damage due to loss of the tenancy. Upon Tenant's compliance with all the requirements of this Additional Terms and Conditions, the Landlord shall release the tenant from all obligations here under and the lease shall terminate. The security deposit shall be returned, subject to the provisions of Additional Terms and Conditions 4.
17. **Subordination of Lease:** This Lease and the Tenant's leasehold interest here under are and shall be subject, subordinate and inferior to any liens or encumbrances now or hereafter placed on the Premises by the Landlord. All advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens and encumbrances.