**DAY-TO-DAY ADDENDUM**

**1. ADDENDUM.** For mutual and proper consideration, the receipt of which is acknowledged by all the undersigned parties to this document, this document shall serve as an addendum (“the Addendum”) to the residential lease contract (the “Lease”) between

1. **SEVERABILITY.** Should any court of law consider any provision of this Addendum to be unenforceable, then that provision shall be considered severed from this Addendum and the remainder of this Addendum shall continue in full force and effect. If required, the parties agree that a court of law shall construe the remaining non-severed provisions in a context consistent with the Addendum as a whole.
2. **SPECIAL PROVISIONS.** The following special provisions (“Special Provisions”) shall be considered part of this Addendum:

as **Lessor** (hereinafter referred to as “We” or “Us” or in similar

possessive forms) and

\_ . Where any term or condition of this Addendum and the Special Provisions may conflict, **the Special Provisions shall control.**

as **Lessee(s)** (hereinafter referred to as “You” or in similar possessive forms) for the rental of real property located at a street address of:

(said real property hereinafter referred to as “the Home”). **Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.**

1. **PURPOSE OF ADDENDUM.** You acknowledge and agree that Your occupancy of the Home is intended purely as a temporary shelter as (i) Your primary residence was rendered either unfit or uninhabitable due to an act of God or some other cause or event, or (ii) Your primary residence originally offered to You for rental is not available for You to possess for some reason outside of Our control. In either event, You understand and agree that We offered You the Home as a place to reside on a temporary basis, and You agree that either You or We may terminate the Lease at any time with minimal notice.
2. **MODIFICATION OF TERMS OF LEASE.** The Lease is hereby amended and otherwise modified as follows:
   1. **Initial Term of Lease and Termination.** The original term of the Lease described in Paragraph 1(C) of the Lease shall be one

(1) day in length, ending on the day after the beginning of the original term.

* 1. **Day-To-Day Renewal.** Upon the expiration of the original term of the Lease, the Lease shall automatically renew on a DAY- TO-DAY basis instead of a month-to-month basis.
  2. **Notice of Termination After Day-to-Day Renewal.** After renewal of the Lease on a day-to-day basis, either party may terminate the Lease by providing the other party with one (1) day’s written notice prior to the expiration of any day-to-day term.
  3. **Termination and Holdover.** Should We elect to terminate the Lease, and should You fail to surrender possession of the Home at the end of the then-effective renewal term, then You agree that You shall be considered as a holdover tenant subject to removal immediately via a summary ejectment lawsuit filed pursuant to

N.C. GEN. STAT. § 42-26(a)(1).

**6. EXECUTION BY PARTIES.** We and You duly execute this Addendum, whether electronically or by signing below, on the respective dates written below or otherwise noted in electronic format. By executing this Addendum, **YOU ACKNOWLEDGE HAVING READ AND AGREED TO ALL THE PROVISIONS OF THIS ADDENDUM.** You further acknowledge having received a copy of this Addendum. This Addendum constitutes the ENTIRE agreement between the parties and NO statement, oral or written or otherwise, not contained or described herein shall be binding on either party. No subsequent amendment to this Addendum or the Lease or any statement, oral or otherwise, by either party to this Addendum shall be binding unless it is in writing and signed by all parties.

# LESSOR:

BY:

*Signature of Authorized Person for Lessor or Agent of Lessor*

Date Signed:

# LESSEES [signature only, do not print name]:

(SEAL)

*Signature*

(SEAL)

*Signature*

(SEAL)

*Signature*

(SEAL)

*Signature*

Date(s) Signed:

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