1. **Premises/Tenants/Financial**
   1. **Parties:** The parties to this agreement are Pee Dee Rentals, hereinafter called “**Landlord**” and the persons below signed, hereinafter called “**Student(s)**”.
   2. **Premises:** Landlord is the fee owner of certain real property being, lying and situated in **Pitt County**, North Carolina, such real property having a street address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the "**Premises**").
   3. **Term:** Landlord leases to Students and Students lease from Landlord the above-described **Premises** together with any and all appurtenances thereto, for a term of ­­­­\_\_\_\_\_\_ Months, such term beginning on \_\_\_\_\_\_\_\_\_\_\_ and ending on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   4. **Rent:** The total rent for this agreement will be $\_\_\_\_\_\_\_\_\_\_. This amount will be paid in equal monthly installments of $\_\_\_\_\_\_\_\_\_\_ due on the first day of each month during the term of this agreement. The amount is divided per Student as follows:

$\_\_\_\_\_\_\_\_ per Student, per month, based on \_\_\_\_\_ Students

Rent is payable according to the payment option selected by each Student on the Rent Payment Schedule form.

* 1. **Security/Damage/Cleaning Deposit:** Upon the due execution of this Agreement, each Student shall deposit with Landlord the sum of $\_­\_\_\_\_\_\_\_\_\_\_ (per Student) in a separate check, the receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term and/or cleaning required at the end of the term. Other conditions of the Deposit:
     1. The Owner reserves the right to bring legal action for any damages to the property not covered by the deposit. Deposits will be held per NC Landlord/Tenant Law.
     2. In the event damages occur during the Lease term, the cost of repairs or services will be deducted from Students’ Deposits at the time of the damage, cleaning, or cost imposed per rules.
     3. If the amount of the Deposit held by the Landlord at any time falls below $400 per Student, the Student will be billed to bring the balance back up to $500. Failure to do so is cause for termination of this Lease.
     4. Upon the end of the Student’s Lease, Students will be given a list of the deductions made to the account and will receive the remaining balance within 30 days of the ending of their Lease, provided they have given the Landlord their forwarding address. If the Student fails to provide their forwarding address, they agree to waive their right to the remaining balance; and said right shall be deemed waived and abandoned.
     5. Students agree that if more than one (1) person occupies the premises, the damages, at the Owners discretion, may be apportioned between all the Students and subtracted from the Security deposits as well as any additional monies that may be charged if the Security deposits are insufficient.
     6. No Security Deposits will be returned until all Students have moved out, all keys and key chains are returned, and all utilities are turned off with their balances paid.
     7. No interest is paid on security deposits.
     8. Reservation Deposits held before lease term will become the Security/Damage/Cleaning deposit after Student moves in and the Lease Term begins.
  2. **Late Fees:** In the event that any payment required to be paid by Student(s) is not made within five (5) calendar days of when due, Student(s) shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of TWENTY FIVE DOLLARS ($25.00) per Student that is behind on payments, per month. (Note: North Carolina law provides that the "late fee" specified in this paragraph may not exceed five (5) percent of the monthly rent or $15, whichever is greater). In the event the delinquent account is turned over a collection agency Student agrees to pay all fees associated with collecting the delinquent rent. This could add up to an addition 50 percent on top of amount owed.
  3. **Utilities:** Students shall be responsible for arranging for and paying for all utility services required on the Premises. Utilities for the premises are supplied by \_\_\_\_\_\_\_\_\_ for water, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for electricity, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if applicable) for natural gas. Students will pay the following: electric, heat, cable T.V., internet, telephone, water, and garbage. Sufficient heat must be maintained by the Student at all times to prevent frost damage. Should the garbage not be picked up in a timely manner, the Landlord can remove garbage at a rate of $25 per bag. Any charge for recycling will be paid by Students from Students Security Deposit. The trash bill is paid by the Landlord and billed back to the Students at a rate of $35 per student per calendar quarter.

Your heat type is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Your Hot Water type is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. **Parental Guarantees:** Both parents of each Student signing this lease are required to sign a Parent Guarantee form. Parent guarantees from all parents must be received before any Student is allowed to move in. Guarantors will be notified in the event fines are issued or disruptive conduct notices are given.
  2. **Replacements and Subletting:** Replacing a Student, subletting, or assignment is allowed only when Owner consents in writing. If departing or remaining Students find a replacement Student acceptable to Owner before moving out and Owner expressly consents to the replacement, subletting, or assignment, then:
     1. A $200 RE-LETTING FEE APPLIES,
     2. A reasonable fee will be due if re-keying is requested or required,
     3. The remaining Students will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term,
     4. Your reservation deposit will be refunded less the re-letting fee only after all the replacement Students’ paperwork and deposits have been turned in. In the event the semester has already started, and occupancy has been given, the Security deposit less the re-letting fee will be returned at the end of the school year.

**NOTE: It is the sole responsibility of the departing Student and remaining Students to find a replacement. The $200 fee is paid by the departing Student to cover administrative costs. Landlord has no responsibility to find a replacement. If no replacement is found the departing Student and remaining Students are still liable for the total amount of the rent.**

1. **Use/Rules**
   1. **Occupancy:** No Student shall have the right to occupy the said Premises until all rents and security deposits have been paid and Parent Guarantee forms turned in, in accordance with this Lease Agreement. No keys shall be given to any Student before all rents and security deposits from all Students have been paid and all Parent Guarantee forms have been turned in.
   2. **Use of Premises:** The Premises shall be used and occupied by Students, exclusively, as student housing, and no part of the Premises shall be used at any time during the term of this Agreement by Students for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as Students' dwelling. Students shall not allow any other person, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Students shall comply with any and all laws, ordinances, rules, and orders of any and all governmental or quasi-governmental authorities (ex: HOAs) affecting the cleanliness, use, occupancy and preservation of the Premises. Occupancy by guests staying over 3 days will be a violation of this provision. In the event any other people occupy and live in this rental, in any capacity, without Landlord's written consent, it will constitute a breach of this lease and the Landlord at his/her sole option may terminate this lease. Students are prohibited from having “OPEN PARTIES”. Violation of NC Law and ECU University policy regarding drugs or alcoholic beverages is cause to terminate the Lease with no refund. Kegs of alcohol or “Party Balls” on the Premises will result in immediate cause to terminate the Lease. At no time will the Students or others congregate in areas not designed as living space.
   3. **Private Use and Cleanliness:** The leased Premises and other areas reserved for Students private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Landlord may exclude from the apartment/house guests or others who, in Landlord’s judgment, have been violating the law, violating this Lease Contract or any rules, or disturbing other residents, neighbors, visitors, or Landlord’s representatives.
   4. **Maintenance and Repair Rules:** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
      1. Not obstruct the driveways, sidewalks, courts, entryways, stairs and/or halls, which shall be used for the purposes of ingress and egress only,
      2. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair,
      3. Not obstruct or cover the windows or doors,
      4. Not leave windows or doors in an open position during any inclement weather,
      5. Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space,
      6. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord,
      7. Keep all air conditioning filters clean and free from dirt by changing filters monthly,
      8. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes, or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant,
      9. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents,
      10. Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements,
      11. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Homeowners' Association (HOA) having control over them. Tenant will be responsible for any fines levied by the Homeowner's Association, and said fees will be due with the next month's rent and subject to the associated late charge defined in a prior section of this Lease Contract,
      12. Maintain the grounds and lawn including mowing the grass and trimming of any shrubbery unless covered by the associated HOA for the Premises.
   5. **Alterations and Improvements:** Students shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any alterations, changes, and/or improvements built, constructed, or placed on the Premises by Students or their representatives, shall, unless otherwise provided by written agreement between Landlord and Students, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
   6. **Hazardous Materials:** Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
   7. **Animals/Pets:** No animals (including, but not limited to, mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or house community. If Student or any guest or occupant violates animal restrictions (with or without Student’s knowledge), Student will be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the leased Premises at any time during Student’s term of occupancy Owner will charge Student for defleaing, deodorizing, and shampooing. Initial ($250) and daily ($25) animal-violation charges and animal removal charges are liquidated damages for Owner’s time, inconvenience, and overhead (except for attorney’s fees and litigation costs) in enforcing animal restrictions and rules. Owner may remove an unauthorized animal without prior notice given. Owner may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, Owner will not be liable for loss, harm, sickness, or death of the animal. Owner will return the animal to Student upon request if it has not already been turned over to a humane society or local authority. Student must pay for the animal’s reasonable care and kenneling charges.
   8. **Smoking Policy:** This property is a non-smoking property. Smoking is not allowed on the Premises. Student understands that the damage deposit may be forfeited in its entirety to pay for painting and carpet cleaning or replacement as required to remediate the property from smoke odors.
   9. **Parking**: Landlord may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside leased Premises or on sidewalks, under stairwells, or in handicapped parking areas. Landlord may have unauthorized or illegally parked vehicles towed under an appropriate statute. All cars parked in a numbered parking stall must have a parking permit; those without one will be towed at the vehicle owner’s expense. Landlord is not responsible for any damage done to vehicles parked in the Premises.
   10. **Criminal** **Activity:** ANY CRIMINAL ACTIVITY COMMITTED BY A STUDENT OR BY ANY MEMBER OF THE STUDENT’S HOUSEHOLD OR ANY GUEST OR OTHER PERSON UNDER THAT STUDENT’S CONTROL OR IS A DANGER TO THE PREMISES IN ANY DRUG RELATED CRIMINAL ACTIVITY ON OR NEAR THE PREMISES BY THE STUDENT OR ANY MEMEBER OF THE STUDENT’S HOUSEHOLD OR ANY GUEST OR OTHER PERSON IN THE STUDENT’S CONTROL SHALL BE GROUNDS FOR IMMEDIATE TERMINATION OF THE LEASE. VIOLATION OF THE PROVISION SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE LEASE. A single violation of any of the provisions in this lease shall be deemed a serious violation and a material and irreparable non-compliance. **It is understood that a single violation shall be good cause for immediate termination of the lease.**
2. **Access, Inspections, Showings**
   1. **Inspection of Premises:** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements to determine if cleaning and/or repairs are needed or to show the apartment to a prospective Student. The inspection visits shall be carried out quarterly for the purpose of changing furnace filters, test smoke alarms, mechanical system maintenance, and general premise inspection. And for the purposes of making any repairs, Landlord may deem additions or alterations as appropriate for the preservation of the Premises or the building. Landlord may enter the property at any time without advanced notice when there is reasonable cause to believe that an emergency exists, a lease violation is occurring, or to perform routine or emergency maintenance, whether or not requested by the Student. For example, if there is a disturbance and the police come to your apartment, they can call us at any time of the day or night, and Landlord, or their representative, will open the door of Premises for them because a disturbance is a lease violation. For another example, if there is a cat on your windowsill, Landlord, or their representative, can enter without notice because having a pet is a lease violation. However, whenever possible 24-hour notice will be given prior to Landlord or Landlord’s representatives entering the apartment. Landlord will perform periodic inspections of the leased property to ensure that it is being maintained in a safe and sanitary condition. Student understands that the Landlord may photograph or videotape the leased property before move-in, during periodic inspections, and following move-out to document unit damage and condition.
   2. **Access to the Property Prior to Lease Termination:** Landlord and its agents shall have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, which do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
3. **Damage, Insurance, Indemnification, Casualty Loss, Fire Protection, Reimbursement**
   1. **Insurance:** Owners insurance does not provide coverage for Student’s personal property. Landlord requires you to get your own rental insurance for losses due to theft, fire, water damage, and the like. Landlord should be recorded as a copy holder so that the insurance company notifies Landlord of any changes to the insurance policy. Proof of insurance is required before initial occupancy.
   2. **Damage to Premises:** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence, and the Agreement continue according to its terms. Landlord is not liable for loss, injury, or damage to any person or property unless the loss, injury or damage is caused by the Landlord’s intentional act or neglect. Landlord shall not be liable for any injury or damage caused by water, rain, snow or ice that leaks or flows from whatever source into or around the Leased Premises or the building within which the Leased Premises is located.
   3. **Damages and Reimbursement by Student:** Student shall repay to Landlord any money spent by Landlord due to Student’s intentional act or neglect. Student is responsible for all intentional acts or neglect. Student is responsible for all intentional acts or neglect of Student’s family, friends, and others who use the Leased Premises.
   4. **Indemnification:** Landlord shall not be liable for any damage or injury of or to the Student, Student's family, guests, invitees, agents or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Student hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature. Landlord is not responsible for removal of any ice, sleet or snow but may remove any amount with or without notice. Students are responsible for ice, sleet and snow removal.
   5. **Fire Protection:** Local and State fire officials have suggested and/or mandated the following restrictions for your protection:
      1. Do not tamper with smoke detectors and please report inoperable smoke detectors immediately.
      2. It is the Student’s responsibility to regularly test the smoke detectors.
4. **Hold Over, Surrender, Default, Abandonment, Failure to move in, End of Lease, Terminations**
   1. **Failure to Move-In or Vacating Premises Prior to Lease Term Completion:** If a Student fails to move in or vacates the premises and the opening is not filled, rent will not be refunded. If rent has not been paid by the Student(s) who vacate and the rent cannot be collected by the Landlord after a reasonable effort for collection, the remaining Students must make up the difference in rent. Change in University enrollment status has no bearing on this Lease.
   2. **Surrender of Premises:** Upon the expiration of the Lease Term, Students shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements exempted.
   3. **Default:** If Student fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Student by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Student fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.
   4. **Abandonment:** If at any time during the term of this Agreement, any Student abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Student for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Student, re-let the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then remaining term, and may receive and collect all rent payable by virtue of such re-letting, and, at Landlord's option, hold Student liable for any difference between the rent that would have been payable under this Agreement during the balance of the remaining term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of reentry is exercised following abandonment of the Premises by Student, any of the Student’s personal property or possessions remaining on the Property after the Student moves out will be considered to be abandoned property. The Landlord will have the right to remove and dispose of any abandoned property in any manner determined by the Landlord. Student will pay for the cost of removal and disposal of abandoned property.
   5. **End Of Lease:** Student agrees to move out of the leased property at the end of this lease. Student understands that once the lease has ended, the Student cannot remain in the leased property. If the Student does not move out at the end of the lease, Student will agree to pay $200 per day plus any and all costs that the Landlord incurs due to the Student’s failure to move out of the property on the agreed upon end date of this lease.
   6. **Terminations:** In the event of a violation by any one of the Students occupying the Premises or their guests of any provision of this Lease, the Landlord reserves the right to terminate the Lease, in which case all rents will be retained by the Landlord. Landlord may evict one Student or all of the Students for a violation of the lease at Landlord’s discretion. A violation of the Rules and Regulations attached to this lease is a material breach of this lease. In the event a Student is evicted from the premises the Student (s) remains liable for the full amount of the rent until the time the original lease has expired, or the Owner has been able to re-rent their spot to another Student. IN THE EVENT THE LANDLORD NEEDS TO EVICT ANY STUDENT(S) OCCUPYING THE PREMISES. THE STUDENT(S) HEREBY WAIVES OR GIVES UP THE RIGHT TO ANY EVECTION NOTICE AND AGREES TO MOVE OUT IMMEDIATELY UPON EVICTION.
   7. **Landlords Right to Void Lease:** Landlord reserves the right to void lease, by giving written notice to Students, at any time prior to all Deposits and Parent Guarantees being received from all Students signing below, and rent the property to another Students. In this event, this lease becomes Null and Void.
5. **Additional Documents: Copies Provided to Students and Parent Guarantors**
   1. Student Information Pages
   2. Parent Guarantees
   3. Rules & Regulations
   4. Student Damage, Repair and Service minimum Charges
   5. Rent Payment Schedule (contains schedule and method of payment)
   6. Rent Payment Methods
   7. HOA Guidelines (when applicable)
6. **Legal**
   1. Attorney’ Fees: Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
   2. Governing Law: This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of North Carolina.
   3. 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.
   4. Binding Effect: The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
   5. Descriptive Headings: The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligations of the Landlord or Tenant.
   6. Construction: The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
   7. Non-Waiver: No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
   8. Modification: The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
   9. Entire Agreement: This Lease is the entire agreement between Student and Landlord. No spoken or written agreements made before are a part of this Lease unless they are included in this Lease. IF MORE THAN ONE STUDENT IS SIGNING THIS LEASE, THE STUDENT AND STUDENT’S PARENTS WILL BE JOINTLY AND INDIVIDUALLY LIABLE FOR ALL OBLIGATIONS UNDER THIS LEASE AND ANY NOTICE OR SERVICE OF LEGAL PAPERS ON ONE STUDENT SHALL BE THE SAME AS IF THE NOTICE WAS SERVED ON ALL STUDENTS. This means that all the Students as a group and each of the Students as an individual are responsible to the Landlord for all of the agreements of this lease. For example, if the rent is not paid, the Landlord can sue all of the Students (jointly) for any unpaid rent. Or the Landlord can bring suit against any one Student separately (severally) for all of the unpaid rent.
   10. Caution: This Lease is a binding legal obligation. Each Student is signing this Lease for one calendar year, which means each Student is legally liable for the entire rental fee. If you have questions, consult an attorney.

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|  | Student #1 – Sign |  | Date |  |
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|  | Student #1 – Print |  |  |  |

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|  | Student #2 – Sign |  | Date |  |
|  |  |  |  |  |
|  | Student #2 – Print |  |  |  |

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| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  | Student #3 – Sign |  | Date |  |
|  |  |  |  |  |
|  | Student #3 – Print |  |  |  |

Landlord’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_

Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_