

Pinewood Place LLC
P.O. Box 703
Kingston Springs, TN 37082
Phone: 629-395-9825

LEASE AGREEMENT

PARTIES: Entered into at Nashville, Tennessee this ____ day of _____, 20__ . The parties to this agreement are **Pinewood Place LLC**, hereinafter referred to as "LESSOR" and _____ and _____ hereinafter referred to as "LESSEE", with all pronouns referring to "LESSEE" and "LESSEE" in singular or plural, or other forms, referring to each LESSEE named. All adult occupants of the subject premises must sign this Lease Agreement, and each will be jointly and severally liable under the terms and conditions of said agreement.

PREMISE TERM: LESSOR leases to LESSEE the property address **4974 Hwy 70 East, White Bluff TN 37187** known as **Pinewood Place**, TN in **Cheatham County**, to be used by LESSEE as a residential dwelling and for no other purpose, for the term of _____ months beginning at 12:00 noon the ____ day of _____, 2022 and ending at 12:00 noon on the _____ day of _____, 20__ .

RENT: IN CONSIDERATION of said Lease, LESSEE agree to pay rent of **One Thousand seven hundred and eighty five Dollars (\$1,785.00) per month to the LESSOR**. The first monthly installment will be paid on _____, 20__ . The remaining payments of are to be paid consecutively on the 1st day of each month at PO Box 703 Kingston Springs, TN 37082, or at such place as LESSOR may direct beginning on _____, 20__ . All demands or any notices are waived as to payment of rent or the performance of any condition of this Lease. **Under no circumstances shall LESSEE withhold any amount from the monthly rental payment.**

WAIVER OF NOTICE OF TERMINATION FOR NON-PAYMENT: LESSEE hereby specifically waives his/her right to written notice by the LESSOR of LESSOR's intent to terminate LESSEE's tenancy for LESSEE's failure to pay rent or any other charge that becomes a part of rent due in accordance with the terms and conditions of the Agreement.

LATE PENALTY: LESSEE agrees that Ten (10%) Percent late penalty on any other amount which is not received by the LESSOR on or before the 5th of the month after the month during which the tenant is notified a charge is due. Other amounts may include but will not be limited to late fees, tenant charges, returned check charges or any other unpaid charges or bills.

Any money received by LESSOR will be applied to the earliest month in which rents, late penalties or other charges were due. A check returned for any reason shall be considered non-payment and the late penalty provision shall apply. There will be a **Fifty Dollars (\$50.00)** charge for checks returned for any reason. If LESSOR receives one (1) returned check or more than two (2) late payments from LESSEE, LESSOR may require all other rents and other charges to be paid with a cashiers check, money order, or cash.

This Lease is made upon and subject to the following terms and conditions:

1. **PETS:** No animals of any kind shall be kept or harbored in/on the leased premises or grounds, without prior written consent of LESSOR and without payment of a non-refundable pet fee of **Four Hundred Dollars (\$400.00)**, **\$100** for additional pet, not to exceed 2 pets total per unit. In addition, a refundable pet deposit of **Four Hundred Dollars (\$400.00)**. The pet deposit and/or security deposit shall be held for at least 45 days after LESSEE vacates due to conditions which might be determined after the expiration of said Lease. Said pet deposit and/or security deposit shall not be refunded if fleas are found, or if other damages are found to have been caused by the pet. The pet fee is for the privilege of having a pet and is not to be used against any damages. The pets will be limited to the following:

(pet(s) description). LESSEE further agree to pay for any damage caused by the pets which may exceed the pet deposit and/or security deposit. LESSEE agree that LESSOR, at its sole discretion, shall be authorized to ascertain the amount of pet damage. The damage shall be paid for immediately after an itemized cost of damage is submitted by LESSOR. Damage shall include shrubbery, lawn, buildings, any part of the premises or grounds, and any property of others.

LESSEE shall be subject to a penalty of **Five Hundred Dollars (\$500.00)** per animal for any pets found in/on leased premises or grounds that have not been given written approval. This applies to any animal regardless of whether or not it is there on a temporary or permanent basis. Said penalty shall become a portion of rent due under the terms and conditions of this Lease Agreement.

2. **CLEANING FEE:** LESSEE hereby pay **One Hundred Dollars (\$150.00)** as a non-refundable cleaning fee to be retained by LESSOR. Said cleaning fee is to pay the expenses incurred by the LESSOR to clean the appliances, bathrooms, kitchens, floors, etc. after LESSEE vacates the premises.

3. **SECURITY DEPOSIT:** LESSEE hereby pays **One Thousand Eight Hundred and Twenty-Five Dollars (\$1,825.00)** as a refundable security deposit to be retained by LESSOR. Said deposit will be refunded with the following provisions:

- The required thirty (30) days **WRITTEN** notice has been given to the LESSOR.
- Keys are returned to LESSOR within one working day of stated move out date.
- Forms provided by LESSOR regarding forwarding address have been returned before thirty (30) day notice expiration.
- The unit is without damage beyond ordinary wear and tear.

1 Initials _____

- e) Inventory is intact.
- f) The lease term and all other lease provisions have been fulfilled.
- g) All of LESSEE's personal belongings, trash, and debris have been removed from leased premises.
- h) There are no unpaid late charges, returned check charges, unpaid rents or any other unpaid bill or charges outstanding.
- i) No unauthorized pets have been found on the property throughout the lease term.

If the above conditions are not met, the cost of labor and materials for cleanup, repairs, unpaid charges, re-rental fees, re-keying charges etc., will be deducted from LESSEE's security deposit. **THE SECURITY DEPOSIT IS NOT AN ADVANCE RENTAL PAYMENT AND WILL NOT BE APPLIED AS SUCH.** Security Deposits will be mailed by check to the forwarding address supplied by LESSEE. Security Deposits will be mailed within thirty (30) days of your departure if there are no repairs or deductions to be made. If there are deductions, payment will be made within thirty (30) days of our receipt of all bills regarding the deductions or repairs, etc. The refund of deposit or any part of it is subject to the terms listed above which LESSEE has read and acknowledged with his/her signature on this Lease Agreement. Any interest earned will be retained by LESSOR to compensate for maintaining said account.

4. **UTILITIES:** LESSOR will be responsible for water and sewer. LESSEE will be responsible for electric service. Utilities which are the responsibility of LESSEE shall be put in LESSEE's name(s) until the ending date of the Lease or renewal term. If any utilities for which the LESSEE are responsible are transferred into the name of the LESSOR, for any reason during the lease or renewal term to prevent a discontinuance or threatened discontinuance of the supply of any utility, the LESSEE shall reimburse LESSOR for any amounts paid to the utility company plus a **Fifty Dollar (\$50.00)** administrative fee within ten (10) days of receiving the notice from LESSOR that LESSOR has paid LESSEE's utility bills.

5. **NOTICE:** Service of Notice, required by law, between the parties shall be mailed or delivered to LESSEE at the Leased Premises, or may be posted on the front door of the premises.

6. **USE:** LESSEE shall use the premises as a residential dwelling only, and premises shall be occupied only by those in the rental application and this Lease Agreement. LESSEE will not use or allow said premises to be used for any purpose, or do, or permit to be done, any act that will invalidate the insurance or increase the rate of insurance thereon, nor for any purpose other than that herein specified, and will not sublet the property herein leased or any part thereof, nor assign the Lease. The LESSEE will not create or maintain any nuisance of any kind upon said premises and will not permit said premises to be used for any unlawful purpose or purposes, or for any purpose that will injure the reputation of same, or of the building of which the same is a part, or the making of any loud and unnecessary noises or be guilty of any other disturbance or annoyance as such as to disturb the residents of said building or neighborhood.

6. **DAMAGE/MAINTENANCE:** The LESSEE further covenants and agrees to take good care of the property hereby leased, and the fixtures of same, and commit and suffer no waste of any kind therein: that LESSEE shall pay for all repairs required to be made to the floors, walls, ceilings, paint, plastering, plumbing work, pipes, fixtures, driveway, yard or any other part of leased premises, whenever damage or injury to same shall have resulted from any misuse or neglect of the part of LESSEE or members of family, guests or employees of LESSEE. LESSEE shall not perform any maintenance, adjustment or repair on heating or air conditioning, plumbing, stoves, refrigerators or other appliances or equipment of LESSOR but said maintenance, adjustment or repair shall be done only by LESSOR's employees or contractors and LESSEE agrees to notify LESSOR accurately and promptly of any problems arising from such equipment, its location and cause, if possible. Failure to make LESSOR aware of any defective condition of the premises shall make LESSEE responsible for damages resulting from such defective condition. LESSEE agrees to allow repairmen to enter Leased premises to remedy said problems; and LESSOR shall not be liable for damages, rent, credit or compensation due to the temporary breakdown or discontinuance of service until repairs are made. LESSEE agree to pay for any service charges where multiple service requests within a thirty (30) day period could have been accomplished with a single work request. LESSEE also agrees to pay for any service charge if a repairman is sent and no service is needed or if LESSEE does not keep the appointment to meet repairman. LESSEE is responsible for any damage caused by frozen and/or burst pipes if the damage could have been prevented. **LESSEE AGREES TO REQUEST ALL REPAIRS AND SERVICE IN WRITING EXCEPT IN EXTREME EMERGENCIES WHEN TELEPHONE CALLS WILL BE ACCEPTED BY THE LESSOR.** Emergencies shall be defined as any breakdown or malfunction in which life, health, or property is threatened if corrective action is not taken immediately.

7. **PERSONAL INJURY & PERSONAL PROPERTY DAMAGE:** Subject to standards required by law, neither LESSOR nor owner, nor its principal shall be liable to LESSEE, his family, employees, or guests, for any damage to person or property caused by the acts or omissions of other LESSEES or other persons, whether such persons be off the property of LESSOR or on the property with or without permission of LESSOR. Subject to standards required by law, LESSOR shall not be liable for losses or damages from theft, vandalism, fire, water, rain, storm, explosion, or sonic boom. Subject to standards required by law, LESSOR shall not be liable for loss or damage resulting from failure, interruption or malfunction of the utilities provided to LESSEE under this Lease Agreement.

LESSOR IS NOT RESPONSIBLE FOR, AND WILL NOT PROVIDE, FIRE OR CASUALTY INSURANCE FOR LESSEE'S PROPERTY. LESSOR STRONGLY RECOMMENDS THAT LESSEE SECURE AGAINST ANY LOSS TO PERSONAL PROPERTY.

LESSEE acknowledges that no portion of the rent paid by LESSEE under this lease agreement will be applied to the owner's structural fire insurance and that LESSEE is in no way a co-insured under any policy. In order to reduce the loss of insurance, the owner has chosen to purchase fire and extended coverage insurance for the property for which this lease agreement applies. There is a deductible for this policy which is subject to change as the insurance is renegotiated from time to time.

LESSEE acknowledges that he/she has inspected the subject premises and in further consideration of this agreement, LESSEE agrees that, subject to standards required by law, LESSOR does not warrant the condition of the premises in any respect, and his liability for any injury to LESSEE, his family, agent or those claiming under him or those on the premises by his or their invitation, shall be limited to injuries arising from such defects that are unknown by claimant and are known to LESSOR or are willfully concealed by LESSOR.

In case of malfunctions of equipment or utility damage by fire, water, or other cause, LESSEE shall notify LESSOR's representatives immediately. LESSOR shall act with diligence in making repairs; the Lease shall continue, and rent shall not abate during such periods. LESSEE may not hire or allow any third party to perform work on the Premises without LESSOR's prior written approval (or as allowed by law). LESSEE is responsible for, and will reimburse LESSOR for, any damages or loss caused to the Premises while LESSEE is entitled to possession of the Premises. This includes, but is not limited to, damages caused by the negligence, carelessness, abuse, or intentional misconduct of LESSEE, LESSEE's family, occupants, animals, guests, invitees, or others. LESSEE shall indemnify LESSOR from any liability to any third party. LESSOR may assess costs for damages when they occur. LESSEE shall use reasonable diligence in care of the Premises and shall maintain the Premises in a safe and sanitary condition, including but not limited to, the timely and proper disposal of all garbage and maintaining a reasonable temperature in the Premises. LESSEE will be responsible for any damage to the Premises caused by the LESSEE, Occupants, guests, or invitees. No alterations, additions, or improvements shall be made to the Premises without the prior written consent of the LESSOR, which consent may be withheld for any or no reason. If such changes have been made by LESSEE without LESSOR's consent, LESSEE will be responsible for the restoration of the Premises to its original condition on or before move-out. LESSEE agrees to notify LESSOR immediately if any part of the Premises is in need of maintenance or repair.

8. CASUALTY: The LESSEE shall immediately notify the LESSOR in the event of damage to the Premises by fire, water, or other hazard, or in the event of malfunction of equipment or utilities, including, without limitation, plumbing or electrical wiring malfunctions. If the damages are such that occupancy can be continued in LESSOR's opinion, LESSOR shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If, in LESSOR's opinion, the Premises are damaged as to be unfit for occupancy, and LESSOR elects to make repairs, and the damage was not caused by LESSEE's negligence or intentional conduct (or the negligence or intentional conduct of any of LESSEE's guests), the rent provided in this Lease shall abate during the period of time when the Premises are not fit for occupancy, to the extent the Premises are uninhabitable (but only if LESSOR does not make alternative housing available to the LESSEE), but in all other respects the terms and provisions hereof shall continue in full force and effect. In the event the Premises are damaged or destroyed so as to be, in the sole discretion of the LESSOR, incapable of being satisfactorily repaired within a reasonable period of time in LESSOR's judgement, then this Lease shall terminate, and LESSEE shall be liable only for Lease obligations up to the date of such damage or destruction (provided that LESSEE or LESSEE's guests were not responsible for such damage or destruction). In the event any damage is caused by LESSEE or LESSEE's guests of either a negligent or intentional nature, this Lease may be terminated by LESSOR. In the event the Premises are condemned, or access is restricted as a result of any type of governmental action or damage to the Premises, LESSOR shall not be liable for any damages to LESSEE including alternate housing, damage to personal property, replacement of personal property and/or any other consequential damage. Such action may include any action by any governmental agency or entity including but not limited to health departments, division of environmental quality, fire departments, police, zoning departments, etc. or by LESSOR if LESSOR determines in its sole discretion that the Premises are damaged to the extent that they are uninhabitable. If such action is taken, LESSEE shall be relieved of rental obligations effective the date that access is restricted or prevented unless the cause of such governmental action or damage relates to actions of LESSEE, LESSEE's guests, or Occupants. In the event this Lease is terminated pursuant to this provision, LESSEE shall be responsible to take all steps necessary to have LESSEE's contents immediately removed at LESSEE's expense.

9. SAFETY & SECURITY: LESSEE hereby states that they have inspected the premises and have determined to his/her satisfaction that the smoke detectors (if applicable), door locks and latches, window locks and latches, and any other security devices within the subject unit are adequate and in proper working order. If such repair is needed, LESSEE agrees to promptly inform LESSOR in writing. LESSEE acknowledges that LESSOR is under no obligation or duty to inspect, test, or repair any security device unless and until LESSOR has received written notice from LESSEE to do so.

LESSEE acknowledges that LESSOR and the owner of the Property are not insurers. LESSEE further acknowledges that neither LESSOR nor the owner of the Property, nor their agents or representatives, guarantee, warrant or assure the personal security of LESSEE. LESSEE further acknowledges and understands that LESSEE's personal safety and security is primarily his/her responsibility. LESSEE recognizes that LESSEE is in the best position to determine and foresee risks of loss and to protect himself/herself and his/her property against such losses. LESSEE further acknowledges that he/she shall take any reasonable steps to protect his/her personal property and insure his/her personal safety. LESSEE recognizes that LESSOR's efforts are voluntary and are not obligatory and are done in an effort to reduce the occurrence of injury or losses to LESSEES.

LESSEE AGREES THAT THE FURNISHING OF SAFETY DEVICES AND SECURITY AND/OR ON CALL COURTESY PERSONNEL (IF APPLICABLE) SHOULD NOT CONSTITUTE A GUARANTEE OR WARRANTY OF THEIR EFFECTIVENESS OR IMPOSE ANY OBLIGATION TO CONTINUE THEM, EXCEPT AS MAY BE REQUIRED BY APPLICABLE STATE LAWS. LESSEE FURTHER RELEASES AND HOLDS HARMLESS LESSOR, THE OWNER AND THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, EMPLOYERS, AND REPRESENTATIVES FROM ANY CLAIM WHATSOEVER WITH RESPECT TO ANY PERSONAL INJURY OR PROPERTY DAMAGE WHICH IS IN ANY WAY RELATED EITHER TO LESSEE'S RELIANCE ON ANY OF THE SAFETY DEVICES AND SECURITY AND/OR ON CALL COURTESY PERSONNEL, OR TO ANY DEFECT, MALFUNCTION OR INADEQUACY THEREOF.

10. ADVERTISEMENT: No sign, notice, or other advertisement shall be inscribed, painted, affixed, or displayed on any of the windows, doors, on any other part of the outside or the inside of the Leased Premises by LESSEE. LESSOR shall have, at all times, the right to place on the Premises signs advertising the sale of the Premises or property in the event LESSOR is attempting to sell the property.

11. IMPROVEMENTS: Except as herein expressly provided, LESSEE shall not make any alterations, improvements, or additions to the Leased Premises without the prior written consent of LESSOR. All additions, changes, alterations, and other improvements erected or placed on the Leased Premises shall remain thereof and shall not be removed therefrom, and at the expiration of the Lease, all such improvements shall be the property of the LESSOR. If LESSOR deems it necessary, the expense to remove such improvements shall be the responsibility of LESSEE. The foregoing notwithstanding, LESSEE has authority to make non-structural improvements that do not impede or substantively impact the residence in a major way.

12. ABANDONMENT: The LESSEE must notify the LESSOR in writing of any anticipated absence from the premises in excess of fourteen (14) days. Notice shall be given on or before the first day of any extended absence and an emergency contact and phone number is required. The LESSEE's unexplained and/or extended absence from the Leased Premises for thirty (30) days or more without payment of rent as due shall be prima facie evidence of abandonment. The LESSOR is then expressly authorized to enter, remove and store all personal items belonging to LESSEE. If LESSEE does not claim said personal property within an additional thirty (30) days, LESSOR may sell or dispose of said personal property and apply the proceeds of said sale to the unpaid rents, damages, storage fees, sale costs and attorney fees. Any balances are to be held by the LESSOR for a period of six (6) months and upon the lapse of said six (6) months, said balances shall become the unencumbered and absolute property of the LESSOR.

13. VEHICLE IMPOUNDMENT: LESSOR shall have the authority to impound any vehicle if said vehicle has been left parked for a period of ten (10) days without current registration, identification, valid and current license plates, or upon LESSEE's failure to give LESSOR written notice of LESSEE's rights, title or interest in said vehicle; or if the vehicle is not operable. Operable vehicles shall be defined as having air in all tires, having all parts of the vehicle intact and being reasonably clean. Trucks, boats, motorcycles, commercial vehicles and recreational vehicles are not permitted on the property. These vehicles shall be impounded if parked on the Leased Premises. Towing charges will be the expense of LESSEES and/or owner of the vehicle.

14. RIGHT TO INSPECT: LESSEE understands and agrees LESSOR shall have the right at all reasonable times with reasonable notices during the term of the Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and any improvements thereon to protect life and prevent damage to the property for the purposes of making any repairs, additions, or alterations as may be deemed appropriate by LESSOR for the preservation of the Premises. In case of emergency, LESSOR may enter the Leased Premises at any time without LESSEE's consent. Emergency shall mean a sudden, generally unexpected occurrence or set of circumstances demanding immediate action. Even where no known emergency exists, the LESSOR shall be permitted to enter the Premises where any utilities have been turned off due to no fault of LESSOR. LESSOR may inspect the Premises to ascertain any damages and make necessary repairs of damages resulting from lack of utilities. LESSOR is authorized to show the Premises to prospective tenants during the final thirty (30) days of the term of the Lease provided that notice is given to the LESSEE at least twenty-four (24) hours prior to entry. Resident may not change any locks on the Premises or add additional locking device to the Premises without written consent of LESSOR. LESSEE agrees to notify LESSOR of any anticipated absence in excess of fourteen (14) days on or before the first day of the extended absence. During said absence, LESSOR is specifically authorized to enter the Premises at all times if reasonably necessary. If LESSEE willfully fails to give notice of extended absence, LESSOR may recover actual damages from LESSEE.

15. APPLICATION: LESSEE's application is an integral part of this Lease and is incorporated by reference and made a part hereof. Any misrepresentations, misleading or false statements made by LESSEES and/or later discovered by LESSOR will, at LESSOR's option, VOID said Lease Agreement.

16. DEFAULT: In the event that LESSEES shall violate, default, breach or omit to perform any of the covenants, conditions, rules and regulations contained herein or in the event that the Leased Premises shall become vacated or shall have become abandoned by LESSEE, or if LESSEE are disposed by the issuance of service of any warrant of final order in the summary proceedings, LESSEE shall be liable for the payment of the rent and the performance of all the Lease terms, and LESSEE agree to pay on demand all expenses including but not limited to, all costs of collections, reasonable attorney's fees, and court costs which LESSOR incurs in the collection of said rent or enforcement of any provisions of this Lease. LESSEES shall also be liable for all expenses that LESSOR incurs in order to re-rent the property including, but not limited to, advertising cleaning, painting, leasing fees, re-keying of locks, repairs and utilities used during the vacant period. In case of court action to collect rents or damages, or enforce lease, LESSEE will reimburse LESSOR for time spent in court at the rate of **Four Hundred Dollars** (\$400.00) per hour, per person necessary to attend court hearing, for every failure or breach during the term of this lease, it is agreed that the omission to exercise this right on one failure or breach shall not be a waiver of LESSOR's right for any subsequent breach. The acceptance by the LESSOR of rent in arrears after the institution of legal action for possession or cancellation of this Lease Agreement will not constitute a waiver of any rights by the LESSOR. LESSOR, upon the happening of any of the events heretofore mentioned in this section, shall mitigate the damages by re-renting the Leased Premises and recover as damages from LESSEES any unpaid rents, utilities, and any other necessary expenses to lease the property, until the Leased Premises are re-rented or until the Lease term expires, whichever comes first.

18. BREACH OF LEASE: If there is any other material noncompliance of the Lease Agreement by the LESSEE, not previously specifically mentioned, or a noncompliance materially affecting health and safety of the LESSEE' self or others, the LESSOR may deliver a written notice to the LESSEE specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice. If the breach is not remedied in fourteen (14) days, the Lease Agreement shall terminate as provided in the notice subject to the following. If the breach is remediable by repairs or the payment of damages or otherwise, and the LESSEE adequately remedies the breach prior to the date specified in the notice, the Lease Agreement will not terminate. If the act of omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, the LESSOR may terminate the Lease Agreement upon at least fourteen (14) days written notice specifying the breach and the date of termination of the Lease Agreement.

19. TERMINATION FOR VIOLENT OR DANGEROUS BEHAVIOR: LESSOR shall terminate this Lease Agreement within three (3) days from the date written notice is delivered to the LESSEE if the LESSEE or any other person on the Leased Premises with the LESSEE's consent willfully or intentionally commits a violent act or behaves in a manner which constitutes or threatens to be a real danger to the health, safety, or welfare of the life or property of others.

20. EXPIRATION OF LEASE: Failure of LESSEE to give LESSOR a written notice thirty (30) days in advance of the expiration of the term of this Lease of a desire to terminate and failure of LESSOR to give LESSEE a written notice thirty (30) days in advance of the expiration of the term of this Lease of a desire to terminate, shall result in the creation of a tenancy from month-to-month on the date provided herein for the termination of the Lease Term. The monthly rental shall be the same as the monthly installment rental herein provided; however, the LESSOR may alter the monthly rental to the extent it deems necessary upon giving LESSEE written notice thirty (30) days in advance of the effective date of monthly rental alteration. All other terms and conditions of this Lease shall remain in full force during any month-to-month tenancy hereunder. **REGARDLESS OF WHETHER LESSEE WISHES TO MOVE AT THE TERMINATION OF THE LEASE OR LESSEE HAS BECOME A MONTH-TO-MONTH TENANT, THERE REMAINS THE REQUIREMENT OF A WRITTEN THIRTY (30) DAY NOTICE OF INTENTION TO MOVE AND/OR TERMINATE THE LEASE.**

21. ACCEPTANCE: This agreement shall not be affected by any agreements or representations not contained herein. LESSEE's act of taking possession shall be conclusive evidence that the premises were in satisfactory condition and in conformity with the Lease Agreement between the parties. LESSEE has examined the Leased Premises and agrees to take them in their present condition without alteration or repair.

22. NECESSITY IN WRITING: Any executory agreement hereafter made between the parties hereto shall be ineffective in changing, modifying, or discharging this Lease in whole or in part unless the executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. An oral agreement for the modification of this Lease in any manner shall be void and of no force or effect. Provided however, this section has absolutely no application to the provisions of this Lease wherein it expressly authorizes specific modifications.

23. AREAS OF COMMON USE: LESSOR shall furnish to LESSEE, where available, areas of parking or use of any other facility that is provided for the convenience of LESSEE; the same shall be furnished gratuitously. Use of any such facility shall be at the risk of LESSEE, and LESSOR shall not be liable for the facility's non-availability from time-to-time and LESSOR shall not be liable for any injury to the person or loss or damage of property in such facility.

24. EARLY TERMINATION POLICY: In the event that LESSEE cannot fulfil the terms of the Lease for any reason, LESSEE may give written thirty (30) day notice of the intent to terminate the lease early. This notice must be submitted on the first of the month to become effective for the end of that particular month. In addition to the prepaid notice period, as liquidated damages, the reasonableness of said liquidated damages being hereto agreed upon by the parties, LESSEE understands that a termination fee equal to two (2) months of rent will be due and payable at the time the notice is given and that LESSEE shall also forfeit the security deposit. Any other damages, outstanding rents, unpaid tenant charges, late fees, return check charges or any other unpaid bills or charges will still be due by LESSEE under the terms of this Agreement. LESSEE will also have the option of paying rent and utilities throughout the remaining lease term and thereby having the security deposit returned according to the usual security deposit refund procedures as described in Section 3 of this Lease.

25. SAVINGS CLAUSE: If any provision of this Lease is determined null and void, the nullity shall not affect the other provisions of this Lease which can be given effect without the void provision, and to this end, the provisions of this Lease are severable. This Agreement, the relative rights and obligations of the parties, and all performance hereunder shall be governed by and construed in accordance with the laws in the State of Tennessee.

26. LOCKOUTS: LESSOR is not responsible for gaining entrance to said property due to lost keys or forgetfulness. Keys are given to LESSEE at the inception of the Lease and these keys become the sole responsibility of the LESSEE. LESSOR is in no way obligated to be available to gain entry to property. LESSEE may not gain entrance to the unit by forcing an entry. In the event that forcible entry does occur, LESSEE accepts all responsibility for damages. If LESSEE gains entrance by calling LESSOR, LESSEE will be responsible to pay for the service call in the form of cash at the time of entrance.

27. ADMINISTRATIVE / SURVEY / VERIFICATION FEES: LESSEE agrees to be responsible for an administrative fee of **Fifty Dollars** (\$50.00) for preparation of each document that is sent to LESSEE for any lease violation which results in the need to send a compliance notice. Lease violations may include, but are not limited to, noise complaints, not keeping the yard well maintained, late rents, and utility bills not transferred in a timely manner, etc. LESSEE also agrees to be responsible for a survey fee of **Fifty Dollars** (\$50.00) per hour for any trips to the property necessary to survey the property due to a lease violation or trips to the property to post any necessary notices including, but not limited to, Notice of Entry due to LESSEE's failure to promptly respond to LESSOR or by LESSEE's failure to keep LESSOR informed of LESSEE's current contact information including telephone numbers and email addresses. Survey fees may also apply when LESSEE has not moved out of the property in a timely manner. In addition, LESSEE agrees to be responsible for a verification fee of **Fifty Dollars** (\$50.00) in the event a mortgage company or any other lender requests that LESSOR verify information regarding LESSEE.

28. MULTIPLE RESIDENTS OR OCCUPANTS: Each LESSEE (and each LESSEE's share of the security deposit) is jointly and severally liable for all the lease obligations. Violation of the Lease and/or the Rules and Regulations by any LESSEE, family member, guest or employee of LESSEE shall be considered a violation by all LESSEES. Requests and notices from any LESSEE (including notice of lease termination, repair requests and entry permissions) shall be deemed from all LESSEES. In eviction cases, or for any other purposes of providing notice, any of the multiple LESSEES shall be considered the agent of all other LESSEES in the Premises for the purpose of providing notices and service of judicial process. Security deposit refunds may be made in one check, jointly payable to all LESSEES; and such check and any deduction itemizations may be mailed to one LESSEE only. Each LESSEE is jointly and severally liable to the LESSOR for the total rent due and damages inflicted upon the leased Premises whether or not LESSEE continues to physically occupy the premises. Approval is required for all LESSEE changes and will result in additional administrative fees.

29. LIMITED LIABILITY: LESSEE is responsible for any damage to the Premises caused by the LESSEE, any Occupant or Invitee, guests and/or pets. This liability extends to service calls pertaining to appliances, plumbing pipes and fixtures, garbage disposal, etc., when the malfunction is deemed to be caused by misuse by the LESSEE, any Occupant or guests or invitees. LESSEE agrees to indemnify, reimburse if necessary, and hold LESSOR harmless from and against any and all claims for damages to property and person arising from LESSEE's use of the Premises, or from any activity, work or thing done, permitted and suffered by the LESSEE, or any Occupant or guest or invitee. If any damage to the Premises occurs, caused by LESSEE, any Occupant or guest or invitee, which is deemed by the LESSOR to be willful or malicious, then this Lease may be terminated forthwith in accordance with applicable state statute. If any of LESSOR's employees render any services such as moving automobiles, handling of furniture, cleaning, signing for or delivering packages, or any other service not contemplated in this Lease, such employee shall be deemed the agent of LESSEE regardless of whether payment is arranged for such service. Notwithstanding the preceding sentence, LESSOR and LESSOR's employees are under no obligation to provide any such services and shall not be liable for damage, loss or theft of LESSEE's packages or cleaning entrusted to LESSOR or its employees.

30. JOINT AND SEVERAL LIABILITY: Each person executing this Lease is fully and personally liable and obligated for the promises, covenants, and agreements in this Lease, including but in no way limited to, the promise to pay any and all rent, additional rent and other amounts due under this Lease. In the event of default, LESSOR may enforce LESSOR's rights under this Lease against each person individually, or against all the persons. LESSOR's notice to any LESSEE constitutes notice to all LESSEE(s) and Occupants.

31. ASSIGNMENTS / SUCCESSION: The promises, agreements, covenants, and conditions contained in this Lease Agreement shall bind and insure to the benefit of the owner(s) and owner(s) respective heirs, administrators, executors, purchasers of the subject premises, successors and assigns. This Lease may not be assigned by LESSEE nor can LESSEE sub-let the Premises (including temporary or vacation rentals to third parties). Specifically, the unit may not be used for any type of vacation or temporary rental (including but not limited to Airbnb, VRBO, and such like entities). LESSEE shall not list the Premises for purposes of sub-leasing or vacation type rental. The Premises will have been surrendered on the date that LESSEE delivers possession of the Premises to LESSOR and removes all personal property and possessions, the Premises is not occupied by any persons, and all keys and access devices have been turned in to the LESSOR at the location designated by LESSOR or where rent is paid.

32. DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT: Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Before renting any housing built before 1978, LESSOR must disclose the presence of known lead-based paint hazards in the dwelling. LESSEE should also review a federally approved pamphlet on lead poisoning prevention.

33. PESTS: It is acknowledged that most pest problems result from the actions of residents and that such problems often cannot be detected by LESSOR. LESSEE acknowledges and warrants that any and all furnishings, clothing, food items, or other materials that is brought into the Premises or upon LESSOR's property is free from any type of pest infestation including, but not limited to, bed bugs, mice, lice, and cockroaches. LESSEE warrants and represents that none of the items brought onto LESSOR's property or within the Premises have been exposed to such pests and that all such items have been inspected by LESSEE. LESSEE agrees that during its tenancy, it warrants to the landlord that no infested items will be brought into the Premises or on LESSOR's property. LESSEE agrees that it will be responsible for all costs relating to removal, extermination, control, cleanup, and management of pests which are brought in by LESSEE, its guests, invitees, Occupants, or others (intentionally or not). LESSEE further agrees to be responsible for all costs relating to removal, extermination, control, cleanup, and management of pests which exist or whose existence is supported by the actions or inactions of LESSEE, particularly issues relating to cleanliness and clutter of the Premises. Pests include but are not limited to cockroaches, bed bugs, mice, ants, lice, and moths. LESSEE agrees to assist in enforcement of this provision by reporting to LESSOR any violations. LESSEE agrees to notify the LESSOR immediately of any infestation or sighting of any pests within the Premises. LESSEE may, upon written approval of the LESSOR, hire any licensed and bonded pest control/extermination company to remedy such infestation but shall notify LESSOR prior to such company entering the Premises. All costs related to the resolution of any pest problem shall be the responsibility of the LESSEE. In the event it is necessary for LESSOR to obtain pest control for another unit, a whole building, or the entire community, LESSEE agrees that it will pay its pro-rata share of the costs relating to such pest control regardless of the source of the pest problem and shall be responsible for the full cost if the infestation is a result of LESSEE's actions or inactions. It is agreed and acknowledged that a pest problem may spread to other units. Failure of LESSEE to notify LESSOR and take appropriate action may result in additional units becoming infested. LESSOR may require that LESSEE use specific pest control entities. All costs relating to resolution of any pest infestation that is caused or exacerbated by LESSEE shall be paid by LESSEE. These costs include but are not limited to actual costs of pest control/extermination, loss of rents, replacement of infested/damaged materials, and any such other costs as may be incurred. Violation of this provision is grounds for eviction. LESSEE agrees that it shall indemnify and hold harmless LESSOR from any and all damages relating to pests within the premises; extermination, control or cleanup of pests; damages to personal property from pests; and any and all other damages relating to pests, regardless of their source.

33. CONTAMINATION: LESSEE agrees to defend, indemnify and hold harmless LESSOR against any and all claims, actions, causes of action, demands, liabilities, losses, damages, and expenses of any kind, including but not limited to, reasonable attorney's fees and court costs, that may be made as against the LESSOR (its officer, directors, employees, agents, Landlords, and affiliates) as a result of or arising out of the growth or proliferation of mold or mildew or other contaminations in the Premises. It is further agreed that such indemnification shall extend to the existence of any contamination of any type from any person or cause that is unknown to LESSOR. LESSEE further agrees that it will not cause, hire, or conduct any inspection or testing to be done in the Premises for any type of contamination or pests but may request that LESSOR conduct such testing provided LESSEE prepays the costs of such testing. LESSOR shall have the right to retain the third party certified testing of its choice. The results of such testing shall be the property of LESSOR who shall only be obligated to disclose positive results exceeding the legal limits. LESSEE further agrees that LESSOR shall not be liable for any damages caused to LESSEE, LESSEE's guests, occupants, or any property within the Premises resulting from mold, mildew, or any other contamination. LESSEE shall indemnify LESSOR from any liability relating to mold, mildew or any other contamination resulting in damages to any person or property within LESSEE's Premises regardless of the source. LESSEE agrees to immediately notify LESSOR of the existence of any mold, mildew, or other contamination within the Premises. Failure by LESSEE to diligently inspect and notify LESSOR of mold or contamination will result in LESSEE being liable for damages to the premises caused by the mold or contamination.

34. SEVERABILITY: If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision that is illegal, invalid, or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible to be legal, valid, and enforceable.

35. RULES AND REGULATIONS: LESSOR has established certain rules and regulations with respect to the Community and the Premises ("Rules and Regulations"). Some of these Rules and Regulations appear in this Lease and others may be delivered to LESSEE or posted in recreational, storage, service, and amenity areas. Failure to adhere to Rules and Regulations, by LESSEE or any Occupants or guests or invitees will constitute a material breach of this Lease. LESSEE agrees and understands that additional Rules and Regulations may be established by LESSOR at any time during the initial or a renewal term. Such additional Rules and Regulations shall be effective after being delivered to LESSEE or otherwise conspicuously posted in the Community or Premises.

- a) LESSEE shall be responsible for checking the smoke detectors to be sure they are operational and for changing the HVAC filter on the regularly. LESSEE will be responsible for any damage caused to heat/air system due to failure to change filters. LESSEE shall be responsible for changing batteries in smoke detectors and notifying LESSOR immediately of any malfunction of the smoke detectors.
- b) No locks may be changed or added without written permission from LESSOR. If LESSEE is given permission to change or add a lock, at least one copy of the key must be given to the LESSOR within 24 hours.
- c) Lavatories, sinks, toilets and all water and plumbing apparatus shall be used only for the purpose for which they were constructed. Sweeping rubbish, rags, ashes, feminine hygiene products, or other foreign substances shall not be thrown therein. Any damage to such apparatus and the cost of cleaning the plumbing resulting from misuse shall be borne by LESSEE.
- d) LESSEE shall place trash and garbage in sanitary containers in locations designated by LESSOR. Where necessary, LESSEE will furnish a 30-gallon trash container. Where necessary, LESSEE will pay for trash collection.
- e) All LESSEES are required to allow the pest control representative, if applicable, to enter without notice and to put out chemicals that he/she deems necessary. Notice of entry by the LESSOR's pest control representative will be given by LESSOR 24 hours in advance to the LESSEE whenever possible. In some situations due to the urgency a 24-hour notice may not be possible. The LESSEE will be responsible for pest control for his/her unit unless it results from an overall infestation of the apartment complex or is outside the responsibility or control of the unit owner.
- f) LESSEE agrees that no signs shall be displayed in the yard, windows, or any location that can be viewed or seen from the street. LESSEE agrees that no furniture, towels, or other items will be stored on the front porch, driveway, and that no items shall be stored or remain in view of the street except furniture that is customarily used outside.
- g) Washing vehicles and performing mechanical work on premises is strictly prohibited. Parking of race cars, junk cars, boats, recreational vehicles, trailers, commercial vehicles or storage of any vehicle that is not operable is prohibited. LESSEE agree that LESSOR has the right to remove and store said vehicle at LESSEE's expense upon expiration of a 72-hour time period after the vehicle has been posted with a warning notice.
- h) LESSEE is required to register all vehicles with the LESSOR at the signing of the Lease and to update that registration for any new or replacement vehicle. The LESSEE acknowledges and agrees that the parking spaces at the Property are limited to private passenger cars, and the LESSEE shall have no right to store any other vehicles, boats, recreational vehicle or trailers, or other property at the Property without written consent of the LESSOR. LESSEE hereby grants to the LESSOR the undisputed right without notice or demand to remove any vehicles from the Property which are inoperable in the LESSOR's opinion, and remain

inoperable for seven (7) consecutive days or do not have current registration, licenses, or identification or are not registered with the LESSOR as required above.

- a. A vehicle is unauthorized or illegally parked at the Property if it:
 - i. Has a flat tire or other condition rendering it inoperable; or
 - ii. Is on jacks, blocks, or has wheel(s) missing; or
 - iii. Has no current license or no current inspection stickers; or
 - iv. Takes up more than one parking space; or
 - v. Belongs to a resident or occupant who has surrendered or abandoned the apartment; or
 - vi. Is parked in a marked handicap space without the legally required handicap insignia; or
 - vii. Is parked in a space marked for manager, staff, or guest; or
 - viii. Blocks another vehicle from exiting; or
 - ix. Is parked in a fire lane or designated "no parking" area; or
 - x. Blocks garbage trucks from access to a dumpster
- i) The LESSOR shall have the right, without notice or demand, during or after the term of the Lease, to store, remove, or otherwise dispose of any LESSEE's property found in any unauthorized area on or about the Property, or found in the Property residence after the date notice has been given to vacate. The LESSEE hereby waives any claim for damages suffered by the LESSEE as a result of such disposition or removal by the LESSOR or its agents.
- j) Musical instruments, radios, televisions, voices and singing shall at all times be limited in volume to a point that is not reasonably objectionable to other tenants or neighbors.
- k) LESSEE must use white linens or backing for any draperies or window covering installed.
- l) No paint, wall covering, window treatments or floor covering or permanent fixtures or appliances may be installed other than originally provided by LESSOR other than that approved by LESSOR in writing and made as an addendum to the Lease.
- m) It is understood and agreed that LESSOR shall not be responsible for any items stored in storage area. The storage area should be kept neat. Porches and patios are not to be used as storage areas.
- n) LESSEE shall exercise care and caution about leaving doors and windows open during inclement weather. LESSEE shall be liable for any damage to interior, including paint, plaster, drywall, cabinets, floors, woodwork, carpet, or damage to any parts of the premises resulting from failure to exercise reasonable care.
- o) LESSEE acknowledges receipt of ___ door key and ___ mailbox key. These keys must be returned to LESSOR no later than one (1) day after vacating the premises. Failure to do so will result in a charge to LESSEE for re-keying locks. LESSEE will also pay a prorated rent amount until all keys have been returned to the office or until locks have been re-keyed and LESSOR has gained possession of the property.
- p) Maintenance of grounds shall be provided on a regular basis. Yard maintenance includes cutting grass, weeding, trimming shrubs, raking leaves, etc. Grounds shall be maintained to a standard that is acceptable to the neighborhood. LESSEE shall be responsible for keeping the yard free of debris and trash and keeping porches and patios neat and clean to an extent that is acceptable to the neighborhood.
- q) LESSOR is responsible for replacement of all light bulbs that are missing or burned out on the common area. LESSEE is responsible for replacement of any drip pans on the stove at the end of the lease term. If the oven, refrigerator, cabinets, floors, etc. are filthy or unsanitary at the time of the expiration of the Lease, LESSEE will forfeit the return of his/her security deposit.
- r) No appliances may be used that may cause overloading or trouble to the existing approved electrical circuitry within the premises.
- s) LESSEE shall keep the leased premises in a reasonably clean and sanitary condition.
- t) LESSEE shall fill out a Move-in Condition Sheet within one (1) week of inception of lease term. LESSEE understand this becomes a part of the lease and removes any liability on LESSEE's part for existing damage. LESSEE understand that he/she may be liable for any damage to the property not listed on the Move-in Condition Sheet. Condition sheets received by the LESSOR after one (1) week will not be accepted as a reliable statement regarding existing damage.
- u) LESSEE shall not use or store any type of grill on any balcony or patio of a multi-family dwelling of three (3) or more units. This includes all grills, whether they are electric, charcoal or gas. Strict compliance of the Metro Fire Code is required of all LESSEE.
- v) LESSEE is responsible for clearing all steps, sidewalks, driveways, sidewalks/walkways, etc. of leaves, dirt, ice, snow, excess water, etc. LESSOR is not liable for slips and falls as LESSEE is responsible for keeping these areas clean.

- w) Smoking IS NOT allowed on the Premises. LESSEE acknowledges that it has been informed that smoke from outside the Premises or from adjoining Premises may drift into LESSEE's Premises. LESSEE specifically agrees to abide by the smoking policies of LESSOR which LESSEE understands and agrees that any damage caused by or related to cigarette, pipe or cigar smoking or the use of any smoking product shall not constitute ordinary wear and tear. LESSOR may deduct from LESSEE's security deposit for all damages and/or costs for the cleaning or repairing of any damages caused by or related to any smoking product, including, but not limited to: deodorizing the property; scaling and painting the walls and ceiling; and repairing or replacing the carpet, pads, blinds, drapery and/or other window treatment.
- x) This property is drug free property. No LESSEE, family member, guest or employee of LESSEE shall engage in any criminal drug related activity on or near the Premises. Drug related criminal activity includes the illegal manufacture, sale, distribution, use of any controlled substance or the possession with intent to manufacture, sell, distribute, or use of a controlled substance.
- y) In the event of a "break in" or vandalism to the property, as well as any broken or cracked glass, LESSEE(S) is responsible for supplying LESSOR with a copy of the police report at LESSEE's expense. If no police report is provided, LESSEE(S) is responsible for repair/replacement costs.
- z) **Appliances included on the premises are as follows: Range, refrigerator, washer and dryer and dishwasher. LESSEE must notify LESSOR and get approval for any other major appliances they desire to add. LESSOR will NOT be responsible for repair or replacement for added appliances.**
- aa) Any visitor is allowed for a maximum of 14 days within one rental month period. If a visitor remains in the premises longer than this, LESSOR has the option of allowing the visitor to complete an application and go through the screening process and if approved, be added to the lease. LESSOR also has the option of evicting LESSEE for violating the lease.
- bb) LESSEE is responsible for all bed bug activity. LESSEE will also be responsible for the costs of eradication of bed bugs (and confirmation of such) shall be under the guidelines of a professional exterminator to ensure the safety and effectiveness of the extermination process such as treatment and washing, cleaning, or disposing of contaminated items.
- cc) It is understood that LESSOR reserves solely to itself the right to alter, amend, modify and add rules to this lease.
- dd) LESSEE is responsible for all repairs and maintenance to washing machine and dryer.
- ee) The following is prohibited- Patio furniture on the rear sidewalk, water dripping down from plants on the second story, hanging sheets, towels, or seats on the patio or balcony space, gas cans, roll up hoses, shelving or cluttered plants, bicycles, empty plastic or metal pots or containers, indoor furniture such as wood or wicker, decorative signs, faded cushions, cigarette lighters, plant food or dirt, statues, grills or candles, bird nests, shelving, shells, folding chairs, flags, poles, hanging poles, mops, brooms, patio furniture in yard and common space shoes, sandals, discolored mats, ash trays, exposed personal items on tables, milk crates, screens, plastic and other boxes. Screen doors are not to be removed from patio doors or replaced with other products or screens. Porches must be swept. Patio furniture must be cleaned and not covered in dirt and dust and rust. Overgrown plantings and all plantings and potted plants must be approved by management. Number and style of wind chimes must be approved by management. All patio furniture must be neatly arranged and approved by management. Patios are not to be used for storage. Decorations and seasonal displays must also be approved by management. Rotten produce must not be dumped in the yard but must be disposed of suitably.

Commented [BB1]: These are all rules from the lease template that I left in. Anything here can be altered, added, or removed.

ACKNOWLEDGEMENT: LESSEE HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, THE RENTAL APPLICATION, ADDENDUMS AND THE RULES AND REGULATIONS. LESSEE UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE PREMISES AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS OF THE PREMISES AND AFFIRMS THAT LESSEE WILL IN ALL RESPECTS COMPLY WITH THE TERM AND PROVISIONS OF THIS AGREEMENT.

Pinewood Place LLC

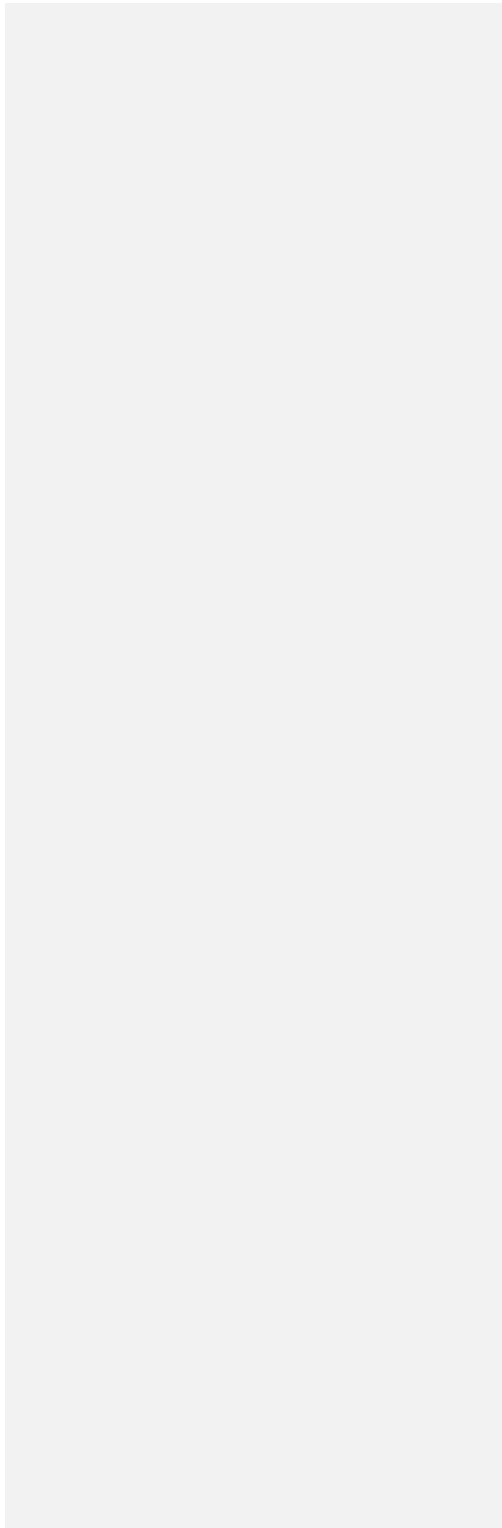
LESSOR AND/OR AGENT DATE

LESSEE DATE

LESSEE DATE

Copy sent / given to LESSEE _____

Copy sent / given to LESSOR _____



Addendum 1 – Vehicles and Parking

Vehicle 1:

Resident Name: _____

Make: _____

Model: _____

License Plate: _____

Description: _____

Parking Space Assigned: _____

Vehicle 2:

Resident Name: _____

Make: _____

Model: _____

License Plate: _____

Description: _____

Parking Space Assigned: _____

LESSEE

DATE

LESSEE

DATE

