

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into at Franklin, TN on this **1st day of August, 2017**, between **John Berry** ("Owner"), and **Grace Johnston and Brad Bargsten** ("Tenant(s)"). All adult occupants of the subject premises must sign this Agreement and each shall be jointly and severally liable under the terms and conditions of this Agreement.

FOR AND IN CONSIDERATION of the terms and conditions hereinafter set out, Landlord and Tenant(s) agree as follows:

1. **Property.** Landlord leases to Tenant(s) and Tenant(s) leases from Landlord, certain rental premises located at **431 Eddy Lane UNIT A, Franklin, TN 37064** ("Premises").

2. **Term.** The term of this Agreement shall be Twelve Month and 9 Days beginning on **AUG 1, 2017** and ending on **JUL 31, 2018**, at 12:00 Noon.

3. **Possession.** If there is a delay of delivery of possession by Landlord, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning of the term, Tenant(s) may void this lease and receive a full refund of any deposit. Landlord shall not be liable to Tenant(s) for any damages due to delay in delivery of possession.

4. **Rent.** Rent is payable monthly at the rate of **\$ 1,650.00 per month**, due and payable on the first day of each month, at the office of Landlord or such other place as Landlord may designate, beginning on the first day of the month following execution of this lease. Notice of nonpayment of rent, of termination of this agreement for nonpayment of rent, or of landlord's intent to initiate a detainer action against tenant(s) is hereby specifically waived by tenant(s). Further, receipt by Landlord or Landlord's representative of any rent in arrears, regardless whether suit for possession or for termination of this lease has occurred, will not be considered as a waiver of any rights of Landlord and shall not prevent Landlord from instituting suit or continuing suit against Tenant(s).

5. **Late Charge.** A ten percent (10%) late charge will be added to the monthly installment of rent if payment is not received by Landlord on or before the 5th day of each month following the date upon which rent is due and payable pursuant to paragraph 4, above. A check returned for any reason shall be considered nonpayment of rent and this late penalty provision shall apply. In addition, Tenant(s) shall be responsible for Returned Check Charges, as set forth in Paragraph 7 of this Agreement.

6. **Security Deposit.** Tenant(s) hereby deposits with Landlord **One Thousand Six Hundred and Fifty Dollars (\$1650)**, as a security deposit for the full and faithful performance of the provisions of this Lease to be performed by Tenant(s). The security deposit will be deposited by Landlord in a separate account set up for that purpose.

Within ten (10) business days of the termination of occupancy but prior to any repairs or cleanup of the premises, Landlord shall inspect the premises and compile a comprehensive listing of any damage to the unit which is the basis for any charge against the security deposit and the estimated dollar cost of repairing such damage. Tenant(s) shall have the right to inspect the Premises along with Landlord, or, upon notice of intent to do so, within twenty-four (24) hours of Landlord's inspection, to ascertain the accuracy of such listing. Landlord and Tenant(s) shall sign such listing, which signatures shall be conclusive evidence of the accuracy of such listing. If Tenant(s) refuse(s) to sign such listing, Tenant(s) shall state specifically in writing the items on the list to which Tenant(s) dissent(s), and shall sign such statement of dissent.

Tenant(s) is/are hereby acknowledge receipt of written notice of Tenant(s) right to schedule a mutual inspection of the subject premises with Landlord during normal business hours. If Tenant(s) do(es) not contact Landlord prior to vacating the premises to schedule a mutual inspection of the premises, Tenant(s) understands and affirms that Tenant(s) has/have thereby waived such right of inspection.

Tenant(s) Initials

If the tenant has moved or is otherwise inaccessible to Landlord, then Landlord shall inspect the premises and compile a comprehensive listing of any damage to the unit which is the basis for any charge against the security deposit and the estimated dollar cost of repairing such damage. Landlord shall then mail a copy of the listing of damages and estimated cost of repairs to Tenant(s) at Tenant(s) last known mailing address. After mailing such copy of the listing of damages and estimated cost of repairs to Tenant, Landlord may begin to prepare the unit for occupancy. Should Tenant(s) vacate the Premises with unpaid rent due and owing, and without making a demand for return of deposit, Landlord may, after thirty (30) days, remove the deposit from the account and apply the monies to the unpaid debt. In the event Tenant(s) leaves owing no rent and has a refund due, Landlord shall send notification to the last known or reasonably determinable address for Tenant(s), of the amount of any refund due Tenant(s). In the event Landlord shall not have received a response from Tenant(s) within sixty (60) days from the sending of such notification, Landlord may remove the deposit from the account and retain it free from any claim of Tenant(s) or any person claiming on behalf of Tenant(s). In the event there are damages to the unit, and notice has been sent to Tenant(s), but Tenant(s) does not notify Landlord of his dissent as outlined in this Paragraph, then Landlord may use the funds in the security deposit account to pay for damages incurred to the Premises. This paragraph does not preclude Landlord from seeking any other damages, including unpaid rent, from Tenant(s). Further, the security deposit may not, under any circumstances, be used by Tenant(s) in lieu of payment of the final month's rent.

7. Returned Check Charges. A charge of \$42.00 shall be paid by Tenant(s) for any check that is returned unpaid, as payment of a \$30.00 insufficient funds fee and repayment of a \$12.00 fee charged to Landlord by Landlord's financial institution. Returned checks must be redeemed by cashier's check, certified check, cash or money order. In the event any check is returned during the term of this Agreement, Tenant(s) shall pay all future rents and charges in the form of cashier's check, certified check, money order or cash. This returned check charge shall become a portion of rent due under the terms of this Agreement.

8. Use of Premises and Occupants. Tenant(s) shall use the Premises for residential purposes only, and the Premises shall be occupied only by those persons named in the application to rent. Tenant(s) shall not use or permit anything upon said Premises that will invalidate the insurance on the Premises or increase the cost of premium therefore, or in any manner deface or injure the Premises or part thereof, or overload the floors, or permit any objectionable noise or odor to escape, or permit or create a nuisance or disturb any other resident near the Premises. Tenant(s) shall comply with all governmental, health and

police requirements and regulations respective to said Premises and with any and all Rules and Regulations of the Landlord with respect to the Premises as changed or amended from time to time.

9. Tenant(s)' Acceptance of and Duty to Maintain Premises. Tenant(s) shall keep the premises and surrounding areas in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring Tenant(s) to maintain the Premises. If damage to the Premises, other than normal wear and tear, is caused by acts or negligence of Tenant(s) or others occupying or on the Premises with consent of Tenant(s) and/or under the control of Tenant(s), Landlord may cause repairs to be made, and Tenant(s) shall be liable to Landlord for the cost of such repairs, which shall become a portion of the rent due under the terms and conditions of this Agreement.

Tenant(s) has examined the Premises and agrees to take them in their present condition without alteration or repair, except to the extent shown in the blank space below. The act of taking possession by Tenant(s) shall be conclusive evidence that the Premises were in satisfactory condition and in conformity with this Agreement between the parties. _____

10. Utilities & Appliances. Landlord shall furnish no utilities and Tenant(s) are responsible for obtaining all utilities and services and keeping all utility bills current and utilities and services connected for the premises during the term of this lease. Tenant is NOT responsible for providing lawn maintenance services.

The following appliances have been furnished by Landlord to the Tenant:

	<u>YES</u>	<u>NO</u>
Refrigerator:	X	
Stove:	X	
Air Conditioner:	X	
Dishwasher:	X	
Clothes Washer:	X	
Clothes Dryer:	X	
Microwave Oven:	X	

11. Non-Smoking- Tenants agree that at no time shall tenant or any guest of tenant smoke inside the premises, including garage.

12. Alterations. No alterations, additions, or improvements shall be made by Tenant(s) in or to the Premises or surrounding areas without the prior written consent of Landlord. It is entirely within the discretion of the Landlord to grant such consent, and such consent may be conditioned upon Tenant(s)

agreeing to restore the Premises to its prior condition at the termination of this Agreement.

13. Fire. If the Premises is made uninhabitable by fire or other casualty not the fault of the Tenant(s), this Agreement shall be terminated. Any monies owed by Tenant(s) as of the date of the casualty must be paid by Tenant(s). In the event the Premises is damaged after the monthly rent has been paid, then Landlord shall prorate the rent to the date of the casualty and return that portion of the "unused" rent to Tenant(s).

14. Inspection by Landlord. Landlord shall have the right to enter and inspect the Premises at all reasonable times to ensure maintenance and safety of the Premises, and to show the Premises to prospective tenants or purchasers. In case of emergency, Landlord may enter the Premises at any time to protect life and/or prevent damage to the Premises.

15. Expiration of Agreement. At least sixty (60) days prior to the expiration date of this Agreement, Tenant(s) must give Landlord written notice of Tenant(s) intent to vacate the Premises. Failure to give such notice shall authorize Landlord, at its sole option, to treat Tenant(s) as holding over in accordance with Paragraph 16 below, whether or not Tenant(s) continue to occupy the Premises after the expiration date. Upon expiration of this Agreement, Tenant's shall vacate the Premises, remove all their personal property, and leave the Premises as clean as they were at the commencement of this Agreement. Tenant(s) shall return the keys to Landlord and provide Landlord with a forwarding address.

16. Holding Over. If Tenant(s) holds over upon expiration of this Agreement, at Landlord's option this Agreement shall continue to be binding upon the parties as a month-to-month agreement under the same terms and conditions as herein contained; provided, however, that Landlord may increase the monthly rent by giving Tenant(s) thirty (30) days written notice thereof.

17. Assignment and Sublease. Tenant(s) shall not have the right, without the prior written consent of Landlord, to pledge or assign the leasehold interest or to sublet the Premises or any part thereof. Under no circumstances may any person other than the Tenant(s) occupy the Premises without the prior written approval of the Landlord.

18. Pets. No pets or other animals of any kind shall be permitted in or about the Premises without the prior written consent of Landlord, under such terms and conditions as Landlord may require. In the event Tenant(s) desires a pet, Landlord, after granting consent, may require that Tenants(s) pay a **nonrefundable fee of \$500 per animal**, at Landlord's election. If any such pet becomes a nuisance to neighboring tenants or property owners, Landlord may, in its sole discretion, provide written notice to Tenant(s) that the pet must be removed from the Premises within seven (7) days of the date of the notice. In case of such notice, Landlord will return any pet deposit within seven (7) days of the date the pet is removed from the Premises, unless an inspection of the Premises reveals damages caused by the pet, in which event the deposit will be applied toward such damages. However, if Landlord has elected to require a nonrefundable pet fee, this fee will not be refunded to Tenant(s). Further, this paragraph does not

preclude Landlord from recovering any damages caused by the pet in excess of the amount of any deposit or fee.

19. **Disturbance.** Tenant(s) shall not use the Premises or surrounding areas or permit them to be used for any disorderly or unlawful purpose or in any manner which disturbs the peace and quiet enjoyment of others.

20. **Personal Property.** Landlord shall not be liable for personal injury or for damage to or loss of personal property (furniture, jewelry, clothing, automobiles, etc.) belonging to Tenant(s) from whatever cause, including fire, flood, water leaks, rain, hail, ice, snow, smoke-explosions, interruption of utilities or acts of God. **TENANT(S) SHALL BE RESPONSIBLE FOR OBTAINING FIRE, EXTENDED COVERAGE AND LIABILITY INSURANCE WITH RESPECT TO THE PREMISES AND ITS CONTENTS. LANDLORD REQUIRES THAT TENANT(S) SECURE SAID INSURANCE TO COVER ALL OF THE ABOVE OCCURRENCES.**

21. **Releases and Indemnification.** Tenant(s) releases Landlord from any liability for and agrees to indemnify Landlord against all losses incurred by Landlord as a result of: (a) Failure by Tenant(s) to fulfill any condition of this Agreement; (b) Any damage or injury occurring in or about the Premises to invitees or licensees of Tenant(s) or to such persons' property; (c) Failure by Tenant(s) to comply with any requirements imposed by any governmental authority; and (d) Any judgment, lien or other encumbrance filed against Landlord as a result of actions of Tenant(s).

22. **Landlord's Maintenance.** Tenant(s) has inspected existing locks and latches and agree they are safe and acceptable, subject to Landlord's duty to make needed repairs of same upon written request of Tenant(s). Unless required by law, Landlord shall have no duty to furnish alarms of any kind, security guards, or additional locks and latches. Upon payment of a reasonable charge, Tenant(s) shall have the right to require Landlord to re-key a door lock. If Landlord's employees are requested to tender services not contemplated in this Lease, such employees shall be deemed the agents of Tenant(s) regardless of source of payment therefore, and Tenant(s) agrees to hold Landlord harmless from any liability regarding same. Landlord shall be responsible for maintaining the structural components, the roof, exterior walls, electrical and plumbing and making necessary repairs within the Premises at Landlord's expense except that Tenant(s) shall reimburse Landlord for the cost of any such repairs of damages caused by abuse, misuse or negligence of Tenant(s). **Except in emergencies, all requests for maintenance must be in writing and delivered to Landlord.**

23. **Absence or Abandonment.** Tenant(s) must notify the Landlord of any extended absence from the Premises in excess of seven (7) days. Notice shall be given on or before the first day of any extended absence.

(a) Tenant(s) unexplained and/or extended absence from the premises for thirty (30) days or more without payment of rent as due shall be prima facie evidence of abandonment. Landlord is then expressly authorized to re-enter and take possession of the premises.(b)(1) Tenant(s) nonpayment of rent for fifteen (15) days past the rental due date together with other reasonable factual circumstances indicating

Tenant(s) has/have permanently vacated the premises, including but not limited to, the removal by Tenant(s) of substantially all of Tenant(s) possessions and personal effects from the premises, or Tenant(s) voluntary termination of utility service to the premises shall also be prima facie evidence of abandonment.(2) In such cases, Landlord shall post notice at the rental premises and also send such notice to Tenant(s) by regular mail, postage prepaid, at the rental premises address, such notice to state:(A) Landlord has reason to believe that Tenant(s) has/have abandoned the premises;(B) Landlord intends to re-enter and take possession of the premises unless Tenant(s) contact(s) Landlord within ten (10) days of the posting and mailing of such notice;(C) If Tenant(s) do(es) not contact the landlord within such ten-day period, the landlord intends to remove any and all possessions and personal effects remaining in or on the premises and to re-rent the dwelling unit; and(D) If Tenant(s) do(es) not reclaim such possessions and personal effects within thirty (30) days of Landlord taking possession thereof, Landlord intends to dispose of Tenant(s) possessions and personal effects as provided for in subsection (c).(3) Such notice shall also include a telephone number and a mailing address at which Landlord may be contacted.(4) If Tenant(s) fail(s) to contact Landlord within ten (10) days of the posting and mailing of such notice, Landlord may re-enter and take possession of the premises. If Tenant(s) contact(s) Landlord within ten (10) days of the posting and mailing of such notice and indicates Tenant(s) intention to remain in possession of the rental premises, Landlord shall comply with the Tennessee law relative to termination of tenancy and recovery of possession of the premises through judicial process.(c) When proceeding under either subsection (a) or (b), Landlord shall remove Tenant(s) possessions and personal effects from the premises and store such personal possessions and personal effects for not less than thirty (30) days. Tenant(s) may reclaim such possessions and personal effects from Landlord within such thirty-day period. If Tenant(s) do(es) not reclaim such possessions and personal effects within such thirty-day period, Landlord may sell or otherwise dispose of Tenant(s) possessions and personal effects and apply the proceeds of the sale to the unpaid rents, damages, storage fees, sale costs and attorney's fees. Any balances are to be held by Landlord for a period of six (6) months after the sale and, after that date, any unclaimed balance becomes the sole property of Landlord.

24. Termination for Violent or Dangerous Behavior. Landlord may terminate this Agreement within three (3) days from the date written notice is delivered to the Tenant(s) if the Tenant(s), or any other person on the Premises with consent of Tenant(s), willfully or intentionally commits a violent act or behaves in a manner which constitutes or threatens to be a real and present danger to the health, safety or welfare of the life or property of others.

25. Breach of Lease. In case of the breach of or failure to perform and comply with any of the undertakings by Tenant(s) herein contained, including but not limited to, the payment of rent, or any of the Rules and Regulations attached hereto and incorporated herein by reference, Landlord reserves the right to and may elect to declare this Agreement forfeited, and to enter and take possession of the Premises. Landlord may in such event re-rent the Premises and hold Tenant(s) liable for any subsequent or consequent loss or damage. Landlord may, at its election, continue the Lease to recover as damages from Tenant(s), any unpaid rent until the Premises are re-rented or until the lease term expires, whichever comes first. Other than nonpayment of rent, if there is any other material noncompliance of the Agreement by Tenant(s), not previously specifically mentioned, or any noncompliance materially affecting health and

safety, Landlord may deliver a written notice to Tenant(s) specifying the acts and omissions constituting the breach and that the Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice. However, if Tenant(s) cures the breach within fourteen (14) days, the Agreement will not terminate. If any act or omission which is substantially the same as the act or omission which constituted a prior noncompliance or breach, of which notice was given, reoccurs within six (6) months, Landlord may terminate the Agreement upon at least fourteen (14) days written notice specifying the breach and the date of the termination of the Agreement.

26. Failure of Landlord to Act. Failure of Landlord to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of Landlord's right to act upon any subsequent violation.

27. Savings Clause. If any provision of this Agreement is determined to be in conflict with the laws of the State of Tennessee, thereby making said provision null and void, the nullity shall not affect the other provisions of this Agreement which can be given effect without the void provisions, and to this end the provisions of this Agreement are severable.

28. Rules and Regulations. Tenant(s) hereby acknowledge that (s)he has read the Rules and Regulations attached hereto and made a part hereof, as well as any applicable Rules and Regulations promulgated by any Homeowners Association Regime, and agrees to abide by and conform to said Rules and to such further Rules and Regulations as may be adopted from time to time by Landlord and/or by the Apartment Selector Property management.. Any such rule or regulation adopted after Tenant(s) enters into this Agreement is enforceable against Tenant(s) if reasonable notice of its adoption has been given to Tenant(s).

29. Application. The application of Tenant(s) is an important part of this Agreement, and is incorporated by reference and made a part hereof. Any misrepresentations, misleading or false statements made by the Tenant(s) and later discovered by the Landlord shall, at the option of the Landlord, constitute a breach of this Agreement.

30. Acknowledgement. TENANT(S) HEREBY ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, THE RENTAL APPLICATION, INFORMATION SHEET, AND THE RULES AND REGULATIONS. TENANT(S) UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE PREMISES AND AFFIRMS THAT TENANT(S) WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT.

31. Mortgagee's Rights. The rights of Tenant(s) under this Agreement shall at all times be automatically junior and subject to any deed to secure debt which is now or shall hereafter be placed on the Premises of which Premises is a part; and if requested, Tenant(s) shall execute promptly any certificate that Landlord may request to specifically implement the subordination of this Agreement. In the event Landlord fails to comply with the terms of its mortgage and foreclosure results, Tenant(s) hereby releases Landlord

and his Agent of any and all responsibility or liability pursuant to this Agreement. Tenant(s) understands that in the event of a foreclosure, this Agreement is subject to all rights outlined in the mortgage/deed of trust which is placed on the Premises or which might be placed on the Premises after execution of this Lease.

32. **Notices.** All notices provided for by this Agreement shall be in writing and shall be given to the other party as follows: To Tenant(s), at the Premises; to Landlord at johnkberry@gmail.com.

33. **Attorneys Fees.** Violation of any of the terms and conditions of this Agreement shall be sufficient cause to terminate this Agreement. Tenant(s) agrees to pay all costs and expenses of any action or collection effort against Tenant(s) as a result of breach by Tenant(s), including, but not limited to, reasonable attorneys fees.

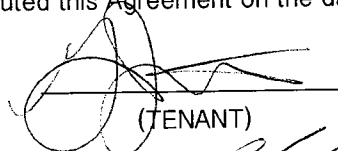
34. **Entire Agreement, Amendment, Governing Law.** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements, and it is expressly understood by Landlord and Tenant(s) that the terms and conditions herein set out cannot be changed or modified, except in writing. Tenant(s) acknowledges that neither Landlord nor Tenant(s) or any of Landlord's agents have the authority to modify this Agreement except with a written instrument signed by all parties. The parties agree that this Agreement shall be construed in accordance with the laws of the State of Tennessee and the Uniform Residential Landlord and Tenant Act, T.C.A. §§ 66-28-101 *et seq.*, as the same may be amended from time to time.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date first written above.




JOHN BERRY

6/15/17
DATE



(TENANT)

6/12
DATE



(TENANT)

6/12/17
DATE