

LEASE AGREEMENT

THIS LEASE made and entered into at **Franklin Tennessee**, this **7th Day of September 2018**. The parties to this agreement are **Pooja Bery** hereinafter referred to as "Lessor, and **Amy Suzanne McClellan** Hereinafter referred to as "Lessee(s)". All adult occupants of the subject premises must sign this lease Agreement and each shall be jointly and severally liable under the terms and conditions of said agreement. Additional occupants of the premises will be, **Parker James Lindsey** and **Hayden Todd Lindsey** And no other.

W I T N E S S E T H

PREMISES:

The Lessor, in consideration of the rents hereinafter reserved and agreed to be paid, and the covenants, agreements and stipulations hereinafter set out to be performed by the lessee, does by these presents demise, let and lease unto the lessee, and the lessee does hereby lease from the lessor, the following described premises situated in

431 Eddy Lane, Unit B Franklin, TN 37064

Term:

Said Premises shall only be for use by lessee as a RESIDENCE for a term commencing on the **1st day of October 2018**, and ending on the last day of **September 2020**.

Rent: In consideration of said lease, Lessee agrees to pay annual rent of **Twenty Thousand Four Hundred Dollars (\$20,400)** to the lessor, in twelve (12) Payments of **Seventeen Hundred Dollars (\$1700.00)** in advance each month, plus any pro-rata amount for any partial- month's rent due at the beginning of this lease. The first installment is due on the **1st day of October 2018**. The second payment in the amount of **Seventeen Hundred Dollars (\$1700.00)** is due on the First Day of **November 2018**, and is pro-rated. The remaining payments are to be paid consecutively on the first day of each month at such place as lessor may direct. Rent shall be payable without demand or notice.

WAIVER OF NOTICE OF TERMINATION FOR NON- PAYMENT:

NOTICE OF TERMINATION OF TENANCY FOR NON PAYMENT OF ANY RENT, OR ANY OTHER CHARGES DUE HEREUNDER, IS HEREBY SPECIFICALLY WAIVED.

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If this Agreement is breached by non-payment or otherwise, Lessor may accept said rent due or any part of the same, and doing so does not condone said default by acceptance; does not waive any right arising from said breach; and is not stopped from terminating this lease Agreement as to that breach.

Receipt of any rent in arrears after institution of suit for possession or cancellation of this Lease agreement will not be considered as waiver of any rights of the Lessor.

ADDITIONALLY, THE PARTIES AGREE AS FOLLOWS

LATE PENALTY: Rental payments that have not been received before on or before the 5th day of each month, shall automatically include a late charge of **One Hundred Dollars (\$100.00)** of the amount due rent. Said late charges shall become part of rent due under the terms and conditions of this Agreement.

RETURN CHECK CHARGES: A charge of **Fifty Dollars (\$50.00)** will be made in the event of any check returned for any reason. Said **\$50.00** charge shall become part of the rent due under the terms and conditions of this Agreement. Upon return or dishonor of any check tendered as a payment of rent, late Charges will be assessed as if no rental payment was attempted.

SECURITY DEPOSIT: Upon execution of this Lease Agreement, Lessee agrees to deposit with Lessor the sum of **Seventeen Hundred Dollars (\$1700.00)**, receipt of which is hereby acknowledged.

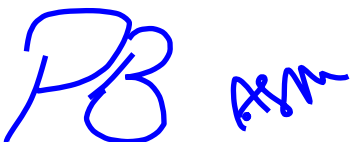
Said deposit shall not earn interest and shall be deposited by the lessor in an escrow account in **Bank Of America**.

Said deposit is held as security against

- 1) Damage to Lessor's property, including but not limited to furniture, appliances, carpet, drapes or floor coverings, except for normal wear and tear, and
- 2) Lessee vacating the subject premises without paying the total rental term of this agreement or extension thereof.

Said deposit is subject to the attached Security Deposit Policy which the lessee has read and signed.

Said deposit is neither an advance rental payment nor a bonus to the Lessor; Lessor agrees that if all the covenants imposed upon Lessee have been fulfilled, Lessor shall refund said deposit by mail to an address furnished by Lessee within a reasonable period of time after the Leased premises has been fully vacated by Lessee and inspected by Lessor.



Cleaning Fee: Lessee agrees to pay a cleaning fee of **Five Hundred Dollars (\$500.00)** which upon termination of this lease is not to be refunded to the Lessee; is not to be applied to any damage caused by Lessee, his family, guests, or agents; and is not to be used as a credit toward any rent delinquency.

This non refundable cleaning fee is to be retained by Lessor to sanitize the stove, refrigerator, kitchen cabinets, floors, etc., and for painting interior walls, at such time as Lessee vacates the subject premises. This fee does not relieve Lessee's obligation to clean the premises prior to Lessee's vacating. Said Fee does not waive Lessor's right to have or Lessee's duty to return the subject premises in as clean condition as the premises was before occupancy of the subject premises by the lessee, normal wear and tear expected.

Utilities: Lessor agrees to timely pay all utilities servicing the subject premises. Lessee's failure to pay for any utilities shall be considered a breach of this lease Agreement, and shall be grounds for termination of tenancy under this Lease Agreement.

Utility, Tax or Insurance Increase: The parties hereby agree that in the event of an increase in taxes, utilities, or insurance premiums, the lessor may adjust the monthly rental payment due hereunder upon giving Lessee thirty (30) days advance written notice of the said increase.

No Subletting or Assigning: No subletting of the premises or assigning of this lease without prior advance permission from the Lessor.

In case of Malfunction of equipment, damage by fire, water or ACT OF GOD: Lessee shall notify Lessor immediately of Malfunction of equipment, damage by fire, water or act of God and Lessor shall repair the damage with reasonable promptness. **LESSEE AGREES TO REQUEST ALL REPAIRS AND SERVICES IN WRITING EXCEPT IN EXTREME EMERGENCIES WHEN TELEPHONE CALLS WILL BE ACCEPTED BY LESSOR.** Lessee agrees that this lease cannot be terminated and rent cannot be adjusted for Lessor's failure to repair, unless Lessee has given Lessor Fourteen (14) days written notice of Lessee's intent to terminate or adjust rent for Lessor's failure to repair.

If the premises are deemed by the Lessor to be damaged so much as to be unfit for occupancy, or if the Lessor decides not to repair or restore the building, the lease shall be terminated. If the lease is so terminated, rent will be prorated on a daily basis so that the Lessee will pay only to the date of the damage, and remainder of the month will be refunded.

Rights to inspect: Lessor or its agents may at all reasonable times enter said leased premises to examine and inspect them, and may remove any signs, fixtures or alterations, not in conformity with this agreement or with the rules and regulations attached hereto, or any fire hazard. Lessee hereby acknowledges application of pest control substances (liquid, solids and / or sprays).

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Abandonment and Extended Absence: The Lessee must notify the Lessor of any anticipated extended absence from the premises in excess of 15 Days. Notice shall be given on or before the first day of any extended absence from the leased premises. The lessee's unexplained and/or extended absence from the premise for thirty (30) days or more without payment of rent as due shall be prima facie evidence of abandonment. The Lessor is the expressly authorized to enter and to remove and store all personal items belonging to Lessee. If Lessee does not claim said personal items within an additional thirty (30) days, Lessor may sell or dispose of the said personal items and apply the proceeds of said sale to the unpaid rents, damages, storage fees, sale cost and attorney fees. Any balances are to be held by the Lessor for a period of six (6) months thereafter and if unclaimed by Lessee, will be forfeited to the Lessor.

Breach Of Lease: If there is any non compliance with this Lease agreement by the Lessee, or an non compliance materially affecting Health and safety, the Lessor may deliver a written notice to the Lessee specifying the acts and omissions constituting the breach and that the tenancy under this lease agreement will be terminated 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 be terminated as provided in notice subject to following: If the breach is remediable by the payment of damages or otherwise and the Lessee adequately remedies the breach prior to the date specified in the notice, the tenancy will not terminate. If the same act or omission which constituted prior non compliance of which notice was given recurs within six (6) months, the lessor may terminate tenancy under this lease agreement upon at least fourteen (14) days' written notice specifying the breach and the date of termination of tenancy. If this lease is so terminated, this lease Agreement is enforceable for collection of the rent for the remaining term of this Agreement.

Mortgagee's Rights: Lessee's rights under this Lease 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 leased premises. If requested, Lessee shall execute promptly any certificate that Lessor may request to specifically implement the subordination subject of this paragraph.

Indemnification: Lessee releases Lessor from Liability for and agrees to indemnify and hold Lessor harmless against all losses incurred by Lessor as a result of

- (a) Lessee's failure to fulfill any condition of this agreement;
- (b) Any damage or injury caused by Lessee in or about the Leased premises to Lessee's invitees or licensees or such person's property;
- (c) Lessee's failure to comply with any requirements imposed by any governmental authority; And
- (d) Any judgement, lien or other encumbrance filed against Lessor as a result of Lessee's actions.

Said indemnification and hold-harmless shall include any attorney's fees and/or other costs incurred by Lessor in defense of said losses.



LESSOR STRONGLY RECOMENDS THAT LESSEE SECURE ADEQUATE INSURANCE TO PROTECT THEMSELVES AGAINST SUCH OCCURANCES.

Savings Clause: If any provision of the lease Agreement is determined to be null and void for any reason, said provision shall not affect the validity or legality of the entire agreement; to this end the provisions of this lease agreement are severable.

Termination For Violent And 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 persons on the premises with the Lessee's consent willfully or intentionally commits a violent act, any illegal act such as involvement with an illegal drugs, or behaves in a manner which constitutes or threatens to be a real and present danger to the public health, safety and welfare of the life or property of neighbors.

Pets: Lessee will not permit a pet to live on the premises without first signing and complying with a separate pet agreement with the Lessor. All pets are subject to visual inspection and approval of the lessor at such times as Lessor may direct. The pet provision includes but it is not limited to pet sitting and/or any visiting pet.

Termination By Lessor At End Of Original Term: At last thirty (30) days prior to the expiration of this Lease Agreement, Lessor may terminate this Agreement upon giving Lessee thirty(30) days notice of said termination.

Automatic Renewal, And TERMINATION By Lessor After Original Term: Unless Lessee notifies Lessor or in writing at least thirty(30) days before expiration of the term of this Lease of an intention to terminate this Lease, this Lease shall be automatically renewed for a like term upon the same provisions, covenants, agreements and conditions as set forth herein, except that the Lease may be cancelled after the end of the original term of the Lease by Lessor giving thirty(30) days written notice to the Lessee of cancellation. The deposit shall remain with Lessor under the same terms as set out herein.

Unauthorized Holdover: If Lessee or a duly authorized Sub –Lessee shall remain or continue to be in possession of the leased premises or any part of thereof after the termination of this Lease, Lessor shall have the right to charge them actual damages for the time such possession is withheld, or to treat such holding over as a renewal by Lessee, or Sub –Lessee, of the same duration as covered hereby, upon the same terms and conditions as under this Lease, and in the event Lessor elects to treat such holding over as a renewal of this Lease, each and all of the terms of this Lease shall be and remain in full force and effective for the renewal term, except the monthly rental rate shall be adjusted to twice the monthly rental rate of the preceding term, due to Lessee's failure to abide by Lessee's right to possession of Lessor's property.

Attorney's Fees and Costs of Collection: In the event of the employment of an attorney by Lessor of any terms or conditions of this Lease, Lessee shall pay such reasonable attorney's fees and other costs or expenses incurred by Lessor in connection

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therewith. Said fees, costs and expenses shall become a part of rent due under the terms and conditions of the Agreement, or shall become a part of any judgment taken as a result of judicial enforcement of the Lease Agreement. Lessee agrees to pay all costs of collection of any amounts due under the terms and conditions of the Lease Agreement.

Agreement And No Alterations Or Water Beds: The Lessee by the execution of this Lease Agreement acknowledges that the premises are in a tenable condition and accepts same as such and agrees that at the end of said term to deliver up and surrender said premises to the owner in as good condition as received, reasonable wear and tear thereof excepted. Lessee shall use reasonable diligence in good protection and care of said premises during the residency and will keep said premises free from and rubbish, obstacles, and nuisances. No alterations of Lessor's property or fixtures will be made by Lessee without prior written consent of Lessor. No holes shall be drilled in the walls, woodwork, or floors are permitted. Waterbeds are prohibited without prior written approval of Lessor and written documentation of proper insurance coverage.

Lessee's Liability: If any injury to the property or rights of Lessor is caused by negligence or fault of Lessee, his agents, family or guests, Lessee agrees to reimburse Lessor promptly in the amount of the loss. Lessee's liability includes but is not limited to damage caused to the plumbing, electrical system, and the heating and air conditioning system, when the repair or damages are caused by Lessee, his family or guests, Lessee is not liable for damages from ordinary wear and deterioration from reasonable use, or act of God. Lessee shall be liable for any damages caused by unauthorized auxiliary heating units, air conditioning units or air filtering devices.

When such damages occur, Lessor may enter the leased premises and cause repairs to be done in a workman-like manner and submit an itemized bill for the actual reasonable costs of said repair. Such actual costs become a part of rent due under the terms and conditions of this Lease and will be due and payable on the next date when periodic rent is due, or if the rental agreement has terminated, said actual costs are due immediately.

Limits Of Use: Lessee shall not use said premises for any purpose other than as a residential dwelling to be occupied by those persons listed in the first paragraph of this agreement, or use or permit anything upon said premises that will invalidate the insurance of the building or increase the rate thereof, or overload the floors (water beds not permitted without prior written consent of Lessor), or permit any objectionable noise or odor to escape, or permit or create a nuisance to disturb neighbors or members of public. Lessee shall comply with all governmental, health and police requirements and regulations respecting said premises.

Personal Injury & Personal Property Damage: Subject to the standards required by law, the Lessor shall not be liable to Lessee, his family, employees or guests, for any damage to person or property caused by the acts or omissions of Lessee 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 by law, Lessor shall not be liable for loss or damages

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resulting from failure, interruption, or malfunctions in 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:

Lessee acknowledges that he 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 known to Lessor or are willfully concealed by Lessor.

Alterations or Change in Terms: It is expressly understood by Lessor and Lessee that the terms and conditions here in set out cannot be changed or modified, except in writing. Neither Lessee nor Lessor has the authority to modify this Lease Agreement except with a written instrument signed by all parties here to.

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 leased premises. Service on the Lessor shall be mailed or delivered to 117 Vaughns Gap rd Nashville, Tennessee.

Signed in Franklin City Williamson County of Tennessee, this 7th day of September 2018

Lessee

Amy McCall 9.7.18

Lessee

Raja Ben
9/7/18

Lessor

ADDENDUM TO LEASE

If you have lived in our residence over 60 days, the following conditions are your responsibility.

1. Stopped up sinks, showers and tubs (grease, hair or other solid matter). Regular applications of boiling water followed by bleach and/or drain cleaner can prevent these problems.
2. excessive toilet tissue and personal hygiene products will clog commodes. Please avoid putting anything down the toilet that cause a plumbing problem, especially personal hygiene products.
3. If you have a sudden failures of an electrical nature, please check the breakers and fuses and call your electric service before calling the Landlord for repair service.
4. Leases renewals must be returned to Landlord within 2 weeks of renewals, or there will be a \$100.00 charge, treated the same as the late payment on the lease.
5. any damage caused to the property caused by neglect of the Tenant will be thr Tenant's responsibility and such damage will be charged to the Tenant.
6. HVAC should be serviced At least Once a year and the filters changed every 90 days. The regular service fee for FREEON top up up to \$200 a year will have to be borne by the tenant. Anything over and above that will be responsibility of the Landlord.

Thanks for your cooperation in these matters; your help is greatly appreciated.

Mary M. Dunn 9-7-18
Tenant Date

Tenant Date

Tenant Date

Tenant Date

Boji Ben 9/7/18
LandLord Date

Landlord Date

SECURITY DEPOSIT POLICY

Refund of Security Deposit referred to in the attached Lease Agreement is subject to compliance with all five (5) of the following:

1. That the full term of the Lease has expired; and,
2. That there are no damages, beyond ordinary wear and tear, to Lessor's property, furniture, appliances, carpet, drapes, floor covering; and,
3. That the entire leased premises including bathrooms, closets, and cupboard are clean; and,
4. That no late charges delinquent rents, or fees for damages remain unpaid; and,
5. That all keys are returned to the Lessor.

Lessee *Jimmy Hickman 9/7/18*

Lessor *Bob Deen*
9/7/18

Lessee _____