

#### RESIDENTIAL LEASE AGREEMENT

In consideration of the mutual covenants contained in this Residential Lease Agreement ("this Lease") and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties described herein agree, as follows:

1.	<u>PARTIES</u> . As record owner, or on behalf of the record owner, of the Property described herein, The
	Property Management Connection, LLC ("Landlord") does hereby execute this Lease with the
	following

Tenant(s):

Guarantor(s):

Tenants and Guarantors understand that Landlord is the property manager for record owner. Record owner may change property manager without notice and duties of Landlord may be assigned to a new property manager without notice.

- 2. <u>PROPERTY</u>. Tenant shall use and cause all others to use solely as a personal residence that real property commonly known as:
- 3. <u>TERM</u>. For a period of months beginning at 11 A.M. on and ending naturally at 1 P.M. on ("Termination Date").
- 4. RENT & LATE CHARGE. Rent shall be due in the base amount of \$ per month for a total of \$ over the term of the lease plus charges and fees accruing. All other charges and fees accruing to Tenant under this Lease are deemed to be additional rent and must be paid in-full within 30 days of accruing. Tenant shall make electronic payments to Landlord either by means of its online payment portal (www.PMCNashville.com) or by electronic cash payment voucher provided by Landlord. Landlord does not accept cash or check payments in person or at its office for safety reasons.

Rent shall be prorated if the Term begins on any day other than the first day of a given month or ends on any day other than the last day of a given month. Tenant may not take possession or enter upon the Property until Tenant has paid the first month's rent and any deposits due under this Lease. Acceptance of partial payments shall not abridge or limit Landlord's right to take legal actions to

collect any remaining balance and fully enforce this Lease. A late charge equal to 10% of the unpaid rent shall accrue and be payable if said payment is not received by Landlord within five days after its due date, except if that fifth day is a Sunday or legal holiday, as defined in T.C.A. § 15-1-101, weekend or holiday, mailed payments must be received by the close of business (5:00PM) the next business day after the holiday or weekend. Payments made through a designated online service provider are deemed to be received on that day when they are received by said service provider. Tenant specifically waives T.C.A. SS 66-28-508 and agrees that, in the event that Landlord brings a detainer action against Tenants, Landlord may accept payments from Tenant, even while said action is pending, without thereby voiding said action and execute upon any resulting judgment even to the extent of forcibly evicting Tenant. TENANT HEREBY SPECIFICALLY WAIVES NOTICE OF TERMINATION OF TENANCY FOR NON-PAYMENT OF RENT AND/OR LATE FEES.

<b>Tenant Initials:</b>	

- 5. SECURITY DEPOSIT. Tenant shall pay unto Landlord a total sum of \$ , which shall be treated as a Security Deposit, held in an account as required by law, never be counted as a bonus or as an advance payment of rent or as an amount of liquidated damages, and may be fully or partially refunded to Tenant upon termination of this Lease. Landlord and Tenant may schedule a move-out inspection of the Property to determine Tenant's liability for physical damages that are the basis for any charge against the Security Deposit and Landlord's estimated costs to repair said damages. Said inspection shall be scheduled and conducted in accordance with law. If Tenant fails to appear at said inspection, Tenant waives the right to contest any damages found by Landlord at said inspection. If Tenant fails to pay Landlord for any damages within 7 days after written demand has been made, Landlord may turn Tenant's account over to an attorney for collection. In the event that The Property Management Connection, LLC, is removed as property manager by owner of record, Tenant explicitly allows The Property Management Connection, LLC to transfer their Security Deposit to property owner of record or a new manager licensed by the Tennessee Real Estate Commission.
- 6. <u>FEES</u>. In order to simplify its reading, most of the fees referenced in this Lease are more specifically described or defined in the attached Schedule of Fees (Exhibit B).
- 7. <u>UTILITIES</u>. Within 3 business days after the Term begins, Tenant shall transfer or at least initiate a transfer into Tenant's name the utility services for the Property or, failing that, Tenant shall be liable to and reimburse Landlord, within 5 days of demand, for all resulting utility costs and related fees. Tenant shall replace air filters on heating, ventilation and air conditioning units at least every 30 days or, failing that, be fully-liable to Landlord for all resulting damages including all consequential damages and fees for related inspections and service calls by Landlord and its agents. Tenant shall also be liable to Landlord for any damages resulting from Tenant's failure to maintain utilities as required herein. Responsibility for the utilities and other obligations are allocated as follows:

Electricity
Water/Sewer
Not Applicable
Nat. Gas/Propane
Not Applicable
Garbage/Trash:
Not Applicable
Lawn Care:
Not Applicable
Not Applicable
Not Applicable

HOA/COA Fees Not Applicable Pool: Not Applicable

Specifically:

Parking: Not Applicable

Specifically:

Other: Not Applicable

Specifically:

8. <u>APPLIANCES</u>. Responsibility for the appliances and other obligations are allocated as follows:

Refrigerator Landlord
Microwave Landlord
Washer Landlord
Dryer Landlord

- 9. <u>TENANT DUTIES</u>. Tenant shall occupy, maintain and return the Property to Landlord in a condition comparable to that existing when the Term began, subject to ordinary wear and tear, or, failing that, Tenant shall be liable to Landlord for the costs of cleaning and restoring the Property to that condition. Tenant shall give Landlord immediate written notice of any defects discovered or accidents observed in, on or around the Property. To the fullest possible legal extant, Tenant hereby agrees to hold Landlord free of liability for all damages except those resulting from Landlord's gross or willful negligence.
- 10. MAINTENANCE. Tenant hereby assumes authority and liability for undertaking any repairs reasonably costing \$25.00 or less. Tenant shall be responsible for any damages that occur to the Property during the Term of the Lease including but not limited to broken windows and lost keys. Tenant shall take good care of the Property and not waste or permit others to waste the Property. If Landlord ever undertakes repairs that are Tenant's responsibility, then the cost of said repairs shall be deemed additional rent and Tenant shall promptly reimburse Landlord for the same. Failure of Landlord to make immediate repairs or improvements shall never be deemed sufficient grounds for Tenant to withhold Rent. Tenant shall maintain the Property in the same condition, order and repair throughout the Term of the Lease, excepting reasonable wear and tear and damages caused by acts of God, and so surrender it to Landlord at the termination of the Lease. Tenant shall give Landlord written notice of all non-emergency maintenance requests either online or by first-class U.S. Mail delivered to the Payment Address. Tenant may suffer delays and incur costs and fees resulting from improper or untimely maintenance requests. Tenant shall not make any improvements to the Property without express written permission of Landlord.

#### 11. <u>INSPECTIONS</u>.

a. Tenant will be supplied with login credentials to conduct a review and generate a digital report of the Property's condition utilizing a smartphone application (the "App"). The App will enable Tenant to note and photograph damages or other conditions of the Property existing at the time Tenant accepts possession. Within 4 days after taking possession of the Property, Tenant shall use the App to complete the property review or, failing to do so, Tenant shall be deemed to have accepted the Property in as-is condition and Tenant shall be held liable to Landlord for all damages discovered when Tenant vacates the Property. Within a reasonable time after receiving a Property Condition and Move-In Inspection Form from Tenant, Landlord may conduct its own inspection of the Property to verify the veracity of said form.

- b. Landlord shall have an absolute and immediate right to enter the Property when, in its sole discretion, Landlord believes it necessary to address an emergency, exigency or circumstance involving possible damage to the Property.
- c. Landlord may inspect the Property at any time agreed upon by Tenant or, after giving 24-hours advance notice, at any reasonable time to verify condition of the Property or verify Tenant's compliance with this Lease.
- 12. <u>SUBLEASING</u>. Unless otherwise agreed in writing, Tenant shall not pledge, assign, sublet or otherwise allow anyone else to occupy or use the Property. THIS PROHIBITS TENANT FROM USING ANY PART OF THE PROPERTY FOR SHORT TERM RENTALS (FOR EXAMPLE, AIRBNB OR VRBO). Tenant must obtain advance, written approval from Landlord before any adults not listed on this Lease are allowed to stay at the Property for 5 or more days. Before granting approval for those adults to stay at the Property, Landlord may require those adults to submit lease applications and/or execute this Lease and/or require those adults or Tenant to pay Landlord additional rent, resulting costs or related fees.
- 13. <u>PERSONAL INJURY AND PROPERTY DAMAGE</u>. Tenant has inspected the Property, understands that Landlord does not warrant the condition of the Property and understands that Landlord disclaims liability for any injuries except those unknown to claimant and willfully concealed by Landlord. If and when any damages, interruptions, or malfunctions occur, Tenant shall immediately deliver unto Landlord notice of them and, if reasonable, make an attempt to remedy them or, if Landlord deems the Property to be unfit for occupancy or decides to not repair or restore the Property, then this Lease shall automatically terminate and outstanding Rent shall be prorated to the date of the damage and any surplus paid shall be refunded.

For the duration of the Lease Agreement, Tenant is required to maintain and provide the following minimum required insurance coverage: \$100,000 Limit of Liability for Tenant's legal liability for damage to the landlord's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

The insurance requirement of this Lease Agreement will be satisfied by Landlord, who will schedule the Tenant's unit for coverage under the Landlord's Required Resident Liability insurance policy ("LRRL"). The coverage provided under the LRRL will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Landlord for the LRRL coverage shall be charged to Tenant by the Landlord. Some important points of this coverage, which Tenant should understand are:

- a) LRRL is designed to fulfill the insurance requirement of the Lease Agreement. Landlord is the Insured under the LRRL. Tenant is not the insured under the LRRL policy.
- b) The total cost to the Tenant for the LRRL coverage shall be nine dollars and fifty cents (\$9.50) per month.

c) LRRL coverage is not personal liability insurance or renters insurance. Landlord makes no representation that LRRL covers the Tenant's additional living expenses or liability arising out of bodily injury or property damage to any third party. If Tenant requires any of these coverages, then Tenant should contact an insurance agent or insurance company of Tenant's choice.

- 14. <u>PETS DOGS & CATS</u>. Unless otherwise agreed in a signed writing, Tenant shall not be allowed to possess or keep a pet on the Property. The Tenant is in violation of this clause if a pet enters the house, even if such entry is for a short period of time. The Tenant is not allowed to pet sit or allow guests to bring pets to the Property for visits. If an unauthorized pet is found on the property, the Tenant hereby agrees to a \$250 charge. This \$250 charge shall be repeated every 10 calendar days until either the pet is permanently removed from the property, or the Tenant and Landlord enter into a Pet Addendum.
- 15. <u>AUTO IMPOUNDMENT</u>. Landlord or police may impound vehicles that are either left parked for 7 or more days without current registration, identification or upon notice if Tenant has failed to give Landlord notice of Tenant's right, title, or interest in said vehicle. Tenant shall bear all costs to recover any vehicles so impounded.

#### 16. TERMINATION.

- a. 45-DAYS NOTICE OF INTENT TO VACATE. At least 45 days before vacating the Property, Tenant shall tender unto Landlord a completed NOTICE OF INTENT TO VACATE (EXHIBIT E). Once Tenant delivers its 45-DAYS NOTICE, Landlord and others shall have the right to enter the Property, without notice and at any reasonable time, in order to show and re-lease it.
- b. HOLDOVER. If Tenant fails to vacate by the Termination Date, Tenant shall be deemed and treated by the Landlord as a Holdover Tenant and, as such, shall still be bound to the terms of this Lease except that its new Term shall be month-to-month and the New Rent shall be equal to 115% of the Rent. Holdover Tenants shall tender at least 32-days written notice to terminate the lease. If the Holdover Tenant renews or holds over after delivering said notice, Tenant shall pay Landlord a \$100.00 administrative fee for doing so. In the event of a holdover, Landlord will give the Holdover Tenant at least 32-days written notice to terminate this Lease. In the event of a Holdover, the Parties agree that Tenant shall pay the last month's rent in-full without proration or refund.
- c. ABSENCE OR ABANDONMENT. Tenant shall give the Landlord notice on or before the first day of any absence of more than 7 days. Unexplained or extended absences of more than 30 days combined with non-payment of rents or the disconnection of utilities in Tenant's name shall be prima facie evidence of abandonment and, in that event, Landlord shall have full authority to enter, remove and store all personal items and take measures to re-lease the Property. If Tenant fails to claim stored personal items within an additional 30 days, Landlord may sell or dispose of those items and apply any proceeds toward unpaid rents, damages, storage fees, sale costs and

- attorney's fees. After 6 months, all unclaimed monies shall be automatically forfeited to the Landlord.
- d. TERMINATION FOR VIOLENT OR DANGEROUS BEHAVIOR. If Tenant or others on the Property by consent of the Tenant (including any pets) willfully or intentionally acts or behaves in a manner that constitutes or threatens to be a real and present danger to the health, safety or the welfare, the life or property of others or creates a hazardous and unsanitary condition on the Property that affects the health, safety or welfare or the life or property of other tenants or persons on the premises, then Landlord may terminate this Lease with only 3-days' notice.
- e. LANDLORD EARLY TERMINATION. Landlord may unilaterally terminate this lease prior to the TERMINATION DATE by giving the tenant 45 days notice. In addition to giving proper notice, Landlord and tenant agree to these conditions:
  - 1. Landlord to give 45 Day Notice to the tenant to amend the lease end date.
  - 2. Landlord will provide a rent credit equal to 1.5 months rent at the time of notice given.
  - 3. Landlord will pay to the tenant an amount equal to one month's rent no later than 30 days prior to the amended lease end date
- f. EARLY TERMINATION. With express written permission from the Landlord, before its TERMINATION DATE, Tenant may unilaterally terminate this Lease upon these conditions:
  - 1) Tenant shall deliver its NOTICE OF INTENT TO VACATE to the Property Manager at least 45 days prior to the new termination date ("Early Termination Date");
  - 2) Tenant shall pay an Early Termination Fee equal to 150% of one month's rent at least 45 days prior to the Early Termination Date. If the Early Termination Date is fewer than 9 months from when the Tenant's initial lease term began, the Tenant will pay an additional Administrative Fee equal to 50% of one month's rent concurrent with the Early Termination Fee;
  - 3) Tenant is not in default on the date Notice is given;
  - 4) Tenant is not in default on the Early Termination Date;
  - 5) Tenant shall continue all maintenance obligations and keep all utilities in Tenant's name and "turned on" through the Early Termination Date
- g. If Tenant decides to renew or hold over after delivering its NOTICE OF INTENT TO VACATE, Property Manager shall be entitled to collect a \$200.00 administrative fee for costs incurred in its efforts to otherwise re-lease the Property.

Tenant Initials:	

- 17. <u>CHANGE IN EMPLOYMENT OR CONTACT INFORMATION</u>. Tenant shall promptly tender unto Landlord written notice of any changes in employment or contact information.
- 18. <u>APPLICATION</u>. The application that Tenant gave Landlord is an important part of this Lease and is incorporated by reference and made a part hereof. Landlord may void Tenant's tenancy under this Lease upon discovery that Tenant has supplied any misrepresentations or misleading or false statements in the application or this Lease.

19. <u>RULES AND REGULATIONS</u>. If the Property is subject to the Rules and Regulations of a Homeowners or a Condominium Owners Association, Tenant shall be deemed to have read, understood and agreed to be bound by them. Tenant shall be liable for violating them and for penalties incurred thereby—plus an additional \$30 on top to compensate the Landlord for its administrative efforts to levy and collect such penalties. Furthermore, Landlord has attached to this Lease a document entitled "EXHIBIT A - RULES AND REGULATIONS" which, by initialing below, the Tenant states that s/he has read, understood, and agrees to be specifically bound by them.

Tenant Initials:	

- 20. <u>BREACH</u>. Except as otherwise provided herein, if there is a material noncompliance by Tenant with the rental agreement or a noncompliance with T.C.A. § 66-28-401 materially affecting health and safety, Landlord may deliver a written notice to Tenant specifying the acts and omissions constituting the breach and stating that the rental agreement shall terminate as provided herein. All notices that Landlord is required to give Tenant shall be given in accordance with law.
- 21. <u>ATTORNEY'S FEES</u>. Tenant shall promptly indemnify and reimburse Landlord for all collection costs, court costs, and fees that Landlord incurs to enforce this Lease, including reasonable attorney's fees. The parties stipulate that the reasonable attorney's fee for contingency billing shall be an amount equal to 33.33% of the monies that Tenant owes Landlord and for hourly billing shall be \$250.00 per hour.
- 22. <u>NOTICE</u>. All notices that Landlord is required to give Tenant shall be given in accordance with law. Unless otherwise agreed in writing, Landlord may deliver written notices to Tenant by first-class U.S. Mail addressed to the Tenant at the Property or, if Tenant prefers, by email addressed to . Likewise, Tenant may deliver written notices to Landlord by either first-class U.S. Mail addressed to Landlord at the Payment Address or by email addressed to notices@PMCNashville.com.
- 23. <u>CARPET CLEANING</u>. Tenant agrees that the following carpet cleaning fees will be deducted from the Security Deposit:
  - a) 100% of actual carpet cleaning costs if the Tenant resides at the property for fewer than 12 months & 30 days.
  - b) 50% of actual carpet cleaning costs if the Tenant resides at the property for between 13 months and 24 months & 30 days. The Tenant will be responsible for 100% of costs for any stain treatment or additional cleaning costs caused by Tenant, Tenant's guests or Tenant's Pets.
  - c) Landlord will pay regular carpet cleaning costs if Tenant resides at the property for 25 months or longer. The Tenant will still be responsible for 100% of costs for any stain treatment or additional cleaning costs caused by Tenant, Tenant's guests or Tenant's Pets.

#### 24. SPECIAL STIPULATIONS / CONDITIONS.

25. <u>CHOICE OF LAWS</u>. This Lease shall be governed by the laws of the State of Tennessee and the venue for any disputes shall be the state courts of County, Tennessee.

- 26. MOLD DISCLOSURE. There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. The property owner and Landlord cannot and do not represent or warrant the absence of mold. It is Tenant's obligation to determine whether a mold problem is present by means of hiring a qualified inspector and to prevent the appearance and growth of mold and to take reasonable measures to kill mold where it is found on the Property. In the event that Tenant is unable to kill mold on non-porous surfaces (metal, ceramic, Formica, vinyl, wood, plastic, etc.) or discovers mold on any porous surface (drywall, walls, ceilings, etc.) or discovers any condition that may facilitate the growth of mold, Tenant shall immediately notify Manager in writing and Manager will take appropriate remedial measures. Tenant shall be liable to Manager for damages resulting from Tenant's non-reporting of mold.
- 27. ENTIRE AGREEMENT. This Lease represents the entire agreement between the parties, except that any applications or application-related materials previously provided by Tenant(s) or Guarantor(s) are hereby incorporated by this reference since Landlord has relied upon them to qualify Tenant for this Lease. This Lease may be executed in electronic facsimiles and counterparts that shall be taken together and deemed one whole. The terms of this Lease may only be altered or amended by means of a writing executed by all Parties. The terms of this Lease shall bind and inure to the benefit of the heirs, administrators, successors, representatives and assigns of the respective parties.
- 28. <u>USE OF INFORMATION</u>. Tenant agrees to allow Landlord to share Tenant's contact information with the governing authorities of PROPERTY, vendors to complete repairs, and Landlord's attorney for use in legal proceedings. As necessary to effectuate the terms of this Lease, Landlord shall be entitled to verify applications and obtain criminal background and credit reports for Tenant(s) and Guarantor(s) at any time during the Term of this lease and at any time thereafter, as necessary, to enforce the terms of this Lease. Tenant(s) and Guarantors(s) grant permission to Landlord to record all phone calls between the parties.
- 29. <u>CAGED ANIMALS</u>. A one-time \$200 pet fee will be charged to any tenant that has a Caged Animal on the premises (rabbits, hamsters, snakes, lizards, birds, fish or similar). The Tenant agrees to the terms in the Landlord's Caged Animal Policy.
- 30. <u>TENANT MANAGEMENT FEE.</u> The Tenant(s) shall pay to the Landlord a Tenant Management Fee at the rate of \$25.50 per month.

# HAVING READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS LEASE, I SIGN BELOW

The Property Managen	nent Connect, LLC (Landlord) Date	
	Its: Authorized Agent	
57. Kyre 206	rest / tathlett Zea / tgent	
Tenant		Date
Tenant		Date
Tenant		 Date
Cuarantar(s)		Data
Guarantor(s)		Date

#### **EXHIBIT A - RULES AND REGULATIONS**

- 1. SMOKING. Tenant shall not permit anyone to smoke on the Property at ANY time.
- 2. PEST CONTROL POLICY. Tenant shall keep the Property in a safe and sanitary condition and promptly notify the Landlord of any adverse conditions. Landlord may periodically inspect the Property and take measures to cure adverse conditions. If pests are present prior to lease signing or within 7 days of Tenant taking occupancy and Tenant submits a written request, Landlord will pay for an initial pest control treatment and up to 30 days of follow-up treatment but Tenant is liable for all remaining pest treatment.
- 3. INTERIOR AND APPLIANCES. Tenant shall keep the interior of the leased premises and all appliances provided by Landlord clean, free of pests, safe, healthy, habitable, and in substantially the same condition as existed when the Tenant took possession of the Property.
- 4. YARD / EXTERIOR. Tenant shall keep the yard and all exterior areas clean of debris and free of pests or, failing to do so, shall reimburse Landlord for costs. Should Tenant be responsible for care of lawn or landscaping, Tenant shall be deemed in violation of this item if the height of the grass in the main section and on the edges exceeds six (6) inches at its highest point.
- 5. NOISE / PUBLIC NUISANCE. Tenant shall not make loud or disturbing noises.
- 6. PARKING. Tenant shall not park an automobile on the grass or in an unassigned parking space, allow automobile oil to drip on parking surfaces, undertake multi-day automobile repairs outside of an enclosed garage, or leave non-operating automobiles parked on the Property or adjacent streets. Landlord may remove any automobile incorrectly parked, maintained, or non-operative for 30 days.
- 7. KEYS & LOCK-OUT POLICY. Tenant shall not change or install locks on the Property. Landlord shall furnish Tenant two sets of original keys for each outside door lock to the residence. Upon demand, Tenant shall return all keys to the Landlord or pay \$25.00 per key set and \$120.00 to change locks. During normal business hours, Tenant may borrow a key from the Landlord and, if that key is not returned that day, Tenant shall be liable for a \$150.00 lock-out fee. Landlord does not provide after-hours lockout services.
- 8. NO LIQUID-FILLED FURNITURE IS ALLOWED ON THE PROPERTY.
- 9. DAMAGES. Tenant shall not permit anyone to intentionally or negligently damage the Property or, failing to do so, shall reimburse Landlord for costs.
- 10. ALTERATIONS. Unless otherwise permitted in writing, Tenant shall make *no* alterations to the Property, including but not limited to painting, wallpapering, installing signs, or installing cable and satellite connections.
- 11. PLUMBING. Tenant shall not place in the water system on the Property any liquids or solids (including cooking grease) that are not water-based, except those specifically intended for such disposal or, failing to do so, shall reimburse Landlord for costs. Plugged sink and/or commode drains are often easily cleared by plunging, which is the Tenant's responsibility. If plunging will not clear the stoppage, a maintenance call should be placed. If the stoppage is due to inappropriate items causing the stoppage (including hair, food and grease), the cost of the repair service will be billed to the Tenant.
- 12. SMOKE DETECTORS. Tenant shall test (by pressing the "Push to Test" button for at least 5 seconds) any smoke detectors on the Property within one hour of moving in and at least monthly thereafter. Tenant shall promptly give Landlord if the smoke detectors ever fail to properly sound.

- 13. ALARM SYSTEM. Tenant may make use of any alarm system on the Property; however, Landlord makes no real or implied guarantees regarding the safety or utility of the system. Tenant shall be responsible for periodically testing batteries and paying for any maintenance or monitoring services and agrees to release from all liability and forever hold harmless the Landlord for any losses involving Tenant's use of the system.
- 14. ELECTRICAL. Non-working outlets may be the result of a GFI that has "tripped." Press the reset button. If this does not eliminate the problem, a maintenance call should be placed. If a maintenance call is performed and the issue was a "tripped" GFI, the cost of the repair service will be billed to the Tenant.
- disposal to become jammed. If the Tenant does jam the garbage disposal, the Tenant is instructed to utilize a hex key to manually twist the grinding plate by inserting the hex key into the hole on the underside of the garbage disposal. If the Tenant is unable, or unwilling, to remove the jam, the Tenant shall notify the Landlord who will arrange for it to be fixed at a cost of \$90.00 to the Tenant which will be classified as Additional Rent and payable on the first day of the following month with the tenant's regular rent payment. If the Landlord or its repairman determine the cause of the issue to be something other than a disposal jam, the Tenant will not be liable for this Additional Rent. WARNING: GARBAGE DISPOSALS CAN BE DANGEROUS. TURN OFF THE GARBAGE DISPOSAL AT THE WALL SWITCH, AND IF POSSIBLE, UNPLUG THE DISPOSAL FROM THE WALL OUTLET BENEATH THE SINK BEFORE PERFORMING ANY WORK.
- 16. WATER FILTERS. The Landlord does not replace (or warrant) any refrigerator water filters. Tenant is responsible for changing at their discretion.
- 17. NON-URGENT SERVICE CALLS. For non-urgent service calls, the Tenant should accumulate their list of requested repairs and place one maintenance request per quarter. The Landlord will not perform more than one non-urgent service call per three-month period.
- 18. UNWARRANTED SERVICE CALL. If the Tenant makes a service call and the maintenance vendor is unable to find a problem as described by the Tenant, the Landlord may, at Landlord's sole discretion, charge a portion or all of the cost of the service call to the Tenant.

# **Exhibit B – Schedule of Fees**

In the following schedule the Manager's rate for time and mileage will be charged at the rate charged to Owner at the time of the violation or delivery of service.

mer at the time of the violation of delivery of se	111001	
1. Late Payment of Rent	10% of the balance due	
2. Delivery of violation or notice	\$75 per hour (minimum \$75 charge)	
3. Delivery of violation or notice via e-mail	\$30	
4. Site visit to property as follow-up to violation	or notice	
	\$75 per hour (minimum \$75 charge)	
5. Return check/e-check fee	\$30	
6. Lost house key	\$25	
7. Change locks Ac	tual cost plus 25% of invoiced amount	
8. Turn on utilities (if tenant turns off prior to m	nove-out date) Actual cost plus \$30	
9. Utility reimbursement (if tenant doesn't star	t service) Actual cost plus \$30	
10. HOA fine	Actual cost plus \$30	
11. Lost mailbox key	Actual cost plus \$75	
12. Lost amenity key (pool, clubhouse, etc)	Actual cost plus \$30	
13. Light bulb burnt out at move-out	\$25 per light bulb	
14. No HVAC air filter installed	\$100 filter	
15. HVAC air filter visibly dirty	\$50 per filter	
16. Lost/Stolen Garbage Can	Actual cost plus \$30	
17. Payment via check/money order/cashier's of	theck \$10 per	
18. Administrative fee for filing an eviction or collections case \$150		
19. Rate for PMC staff to be present during Sheriff setout & lock change \$125/hour		
20. Re-issue Deposit Check	\$50	
21. Administrative fee for Tenant contacting Owner of property directly \$500		
22. 25% up charge on all invoices related to ten	ant damage after move out	
25% of total invoiced items e	excluding cleaning and carpet cleaning	
23. Lease modification fees:	\$150	

## LEASE ADDENDUM: ALTERNATIVE DEPOSIT PROGRAM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Landlord and Tenant agree as follows:

The Tenant wishes to enroll in the Alternative Deposit Program.

Tenants enrolled in the Alternative Deposit Program are fiscally responsible for any damages to the property (including unpaid rent) in excess of the \$400 traditional security deposit. The monthly fees and enrollment fees are program participation fees, and do <u>not</u> credit towards any damages.

#### **Enrollment**

- Tenant pays a \$400 traditional security deposit which is governed under Paragraph 5 of the Residential Lease Agreement.
- Tenant pays a \$100 enrollment fee (non-refundable) to Landlord.

#### **Monthly Fee**

Tenant pays a \$35 monthly fee (non-refundable) to Landlord.

#### Withdraw from program

- At any time, the Tenant may withdraw from the program by (a) paying additional security deposit (refundable) to bring the security deposit to be equal to one month's rent, and (b) pay a \$100 withdraw fee (non-refundable) to Landlord. The enrollment fees and monthly payment made prior to withdraw are non-refundable and do not credit towards the additional security deposit.
- After 36 months of tenancy, the tenant may pay a \$100 application fee (non-refundable) to withdraw from the program and discontinue the monthly fee. For the application to be approved, the tenant may not have any late fees in the prior 12 months and PMC will make a special property visit to ensure that the home is in satisfactory condition.

In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern. This Lease Addendum is incorporated into the lease executed or renewed this day between the Landlord and the Tenant.

LANDLORD by	Date
TENANT	Date
TENANT	 Date

#### **Exhibit E** — NOTICE OF INTENT TO VACATE

The Tenant signing herein, below, hereby gives notice of its intent to vacate the Property identified herein, below, no later than the vacancy date identified herein, below. Each individual tenant is required to deliver a completed copy of this notice to Landlord. In the case of a corporate, company, partnership or other entity-tenant, every person having authority to execute contracts on behalf of every tenant is required to deliver a completed copy of this notice to Landlord. No single notice shall be deemed effective until all required notices have been delivered to Landlord. Once all tenants have vacated the Property, Landlord may inspect the Property to identify property damages to be charged against Tenant(s). Time is of the essence. Any Tenant wanting to attend a move-out inspection of the Property must deliver to Landlord, prior to vacating, a written notice of its desire to schedule such an inspection at a mutually convenient time. Landlord will exercise reasonable care to schedule such an inspection. Time is of the essence. Tenant hereby grants Landlord the right to show the Property to prospective tenants at any reasonable time hereafter.

VACANCY DATE:	
NAME OF TENANT:	
ADDRESS OF THE PROPERTY:	
FORWARDING ADDRESS FOR TENANT:	
IF ENTITY-TENANT,	
NAME AND CAPACITY OF SIGNER:	
SIGNER'S PHONE NUMBER:	
SIGNER'S EMAIL ADDRESS:	
SIGNER'S MAILING ADDRESS:	
I have had the opportunity to talk wit	th my own lawyer and freely sign hereto
Signature	Date

# DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

#### **Lead Warning Statement**

OR,

Does not apply; home built after 1978, in

Houses built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's	Disclosure (initial)
(a)	Presence of lead-based paint and/or lead-based paint hazards (check one below):
	Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
	☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(b)	Records and Reports available to the Landlord (check one below):
	Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):
	$\boxtimes$ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
Tenant's A	cknowledgment (initial)
(c)	Tenant has received copies of all information listed above.
(d)	Tenant has received the pamphlet Protect Your Family From Lead in Your Home.
Agent's Acl	knowledgment (initial)
	(e) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.
Certificatio	n of Accuracy
The followi	ng parties have reviewed the information above and certify, to the best of their knowledge, that the
information	they have provided is true and accurate.

LANDLORD		Date
The Property Managem	ent Connect, LLC (Landlord)	
By: Kyle Lehning	Its: Authorized Agent	
TENANT		Date
TENANT		Date



## LEASE ADDENDUM: DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Landlord and Tenant agree as follows:

- 1. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control **SHALL NOT ENGAGE IN CRIMINAL ACTIVITY, INCLUDING DRUG-RELATED CRIMINAL ACTIVITY,** on or near the dwelling unit. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
- 2. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control **SHALL NOT ENGAGE IN ANY ACT INTENDED TO FACILITATE CRIMINAL ACTIVITY,** including drug-related criminal activity, on or near the dwelling unit.
- 3. Tenant or members of the household **WILL NOT PERMIT THE DWELLING UNIT TO BE USED FOR, OR TO FACILITATE CRIMINAL ACTIVITY,** including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- 4. Tenant or members of the household **WILL NOT ENGAGE IN THE MANUFACTURE, SALE, OR DISTRIBUTION OF ILLEGAL DRUGS AT ANY LOCATION,** whether on or near the dwelling unit or otherwise.
- 5. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control **SHALL NOT ENGAGE IN ACTS OF VIOLENCE OR THREATS OF VIOLENCE,** including, but not limited to, the unlawful discharge of firearms, on or near the dwelling unit.
- 6. VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
- 7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
- 8: This Lease Addendum is incorporated into the lease executed or renewed this day between the Landlord and the Tenant.

LANDLORD by		Date	
TENANT		Date	
TENANT		Date	

## **Dispute Settlement and Non-Disparagement Agreement**

Parties to the Residential Rental Agreement wish to lay out a plan to settle any/all grievances/disputes they may have with each other and agree to settle any dispute they have by the following steps:

- 1. First, address their concern/dispute directly to the other party in writing.
- 2. Secondly, a meeting shall be scheduled at The Property Management Connection LLC's (hereinafter "Management") offices to address any unresolved issues face to face.
- 3. If parties are not satisfied with the outcome of these efforts, and still want to pursue resolution, the unsatisfied party agrees to file an action in General Sessions court, let an impartial judge hear the facts/arguments and settle the issue between the parties. Parties agree to embrace the judge's order/conclusion/judgment on the dispute.
- 4. Resident and Management shall not disparage the other publicly or through social media, electronic or written review services, the Better Business Bureau or any other similar agency during or after the termination of the lease. Resident agrees to refrain from making (or encouraging others to make) any disparaging remarks, either oral or in writing, about the Management or affiliated entity, any of their respective employees, managers, or agents. Should Resident violate this agreement, Resident agrees to pay Management's legal counsel to remove said disparaging comments/postings from sites.
- 5. Upon successful completion of the lease, and final payment of amounts due by Resident, Management agrees to provide Resident with a recommendation letter to show perspective landlords, reporting their proper completion of their lease requirements with Management.

LANDLORD by	Date
TENANT	Date
TENANT	Date

#### **PET AGREEMENT**

Congruent with the Residential Lease Agreement executed by the same parties on , Tenant(s) may keep and care for the following pets on the Property as specified below. Tenant SHALL NOT KEEP ANY PROHIBITED PETS, that is, ones that are prohibited under generally accepted insurance industry guidelines, ones that are prohibited by Landlord's insurance policies, or ones that are prohibited by Landlord. Tenant shall not allow pets to wander outside of Tenant's exclusive portion of the Property without supervision and the use of a leash, shall not tie up, shall not allow pet waste to litter the Property, shall furnish to Landlord a letter from a licensed veterinarian stating that the PETS have been spayed or neutered and have been vaccinated for the duration of this Lease

At the conclusion of the Tenant's term, the Landlord will professionally clean the Premises and the carpets. The cost of such cleanings will be deducted from the Security Deposit. Tenant shall reimburse Landlord for any costs incurred as a result of the presence of the pet(s) on the Property.

The additional rent <u>per pet</u> is \$100 per month for pets that are not screened by Petscrening.com. If the Tenant(s) utilizes Petscreening.com to screen their pet(s), the additional monthly rent <u>per pet</u> will be: Five Paws - \$35; Four Paws - \$40; Three Paws - \$60; Two Paws - \$80; One Paw - \$100. NOTE: A Petscreening.com score is only valid for 12 months from the screening date. Tenants must rescreen their pets and submit the new screening to the Landlord. The additional rent will be adjusted based on this scale upon submittal of the new screening results. If tenant fails to rescreen their pets, the additional rent will revert to \$100 per month.

Age:

Name:

Pet 1: Pets / Breed:

Weight:	Color:			
Pet 2: Pets / Breed:		Name:	Age:	
Weight:	Color:			
Pet 3: Pets / Breed:		Name:	Age:	
Weight:	Color:			
Pet 4: Pets / Breed:		Name:	Age:	
Weight:	Color:			
	under S	must be paid by move-in ection 5 ("Security Deposit") of ection 5.		
LANDLORD by				Date
TENANT(S)				_ Date