

The Property Management Connection

807 Bradford Ave • Nashville, TN 37204
(615) 840-2845



1. RESIDENTIAL LEASE AGREEMENT

1.1 INTRODUCTION

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:

1.2 PARTIES

As record owner, or on behalf of the record owner, of the Property described herein, PURE Operating, LLC dba Property Management Connection (“Landlord”) does hereby execute this Lease with the following

Tenant(s): <<Tenants (Financially Responsible)>>

Guarantor(s): <<Co-Signer(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.

1.3 PROPERTY

Tenant shall use and cause all others to use solely as a personal residence that real property commonly known

as: <<Unit Address>>

1.4 TERM

For a period of time beginning at <<Lease Start Date>> 11 A.M. on and ending naturally at 1 P.M. on <<Lease End Date>> (“Termination Date”).

1.5 RENT & LATE CHARGE

Rent shall be due in the base amount of <<Monthly Rent>> per month for a total of \$<<Total Rent for Lease Term>> 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.

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1.6 SECURITY DEPOSIT

Tenant shall pay unto Landlord a total sum of <<Security Deposit Charges>> , which shall be treated as a Security Deposit, held in an 1

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 Property Management Connection, is removed as property manager by owner of record, Tenant explicitly allows Property Management Connection to transfer their Security Deposit to property owner of record or a new manager licensed by the Tennessee Real Estate Commission

1.7 FEES

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).

1.8 UTILITIES

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-labile 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.

Resident shall, at all times, maintain electrical, gas, and water utilities, where applicable, in full and complete operating order. Resident shall not allow termination of said utilities during their occupancy. Responsibility for the utilities and other obligations are allocated as follows:

Landlord Provided Utilities:

<<Utilities Included>>

Unless Specifically stated as provided by the landlord, tenant is responsible for all utilities at the home. This is inclusive of electric, water, gas, sewer, and trash. It is the tenant responsibility to confirm the utility providers for the leased home.

Tenant Utilities

1.9 APPLIANCES

Responsibility for the appliances and other obligations are allocated as follows:

Landlord Provided:

<<Appliances Included>>

Tenant Provided:

Tenant Appliances

1.10 TENANT DUTIES

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 extent, Tenant hereby agrees to hold Landlord free of liability for all damages except those resulting from Landlord's gross or willful negligence.

1.11 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.

1.12 INSPECTIONS

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.

1.13 SUBLEASING

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.

1.14 PERSONAL INJURY AND PROPERTY DAMAGE

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.

Tenant acknowledges that the Landlord does not carry insurance, nor is responsible, to cover the Tenant's personal property or personal liability. Tenant agrees to comply with the requirements of the Landlord's present or future insurance carriers and not to permit anything to be done at or within the premises which shall cause cancellation of the Landlord's policy or increase in the current rate of insurance thereon. Tenant is responsible for any loss incurred by the Landlord due to Tenant neglect, misuse, abuse or accident caused by the Tenant. Tenant also agrees that Landlord is not responsible for loss of perishable goods should there be a mechanical failure of any appliance or equipment provided by the Landlord.

Tenant is required to maintain a renter's insurance policy at all times during occupancy. Property management company must be named as additional insured on renter's insurance policy. Proof of such policy must be presented to Landlord prior to move-in. Failure to maintain personal liability insurance is an incurable breach of this Lease Agreement and may result in termination of tenancy and eviction and/or any other remedies provided by this Lease Agreement or state statute.

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1.15 PETS-DOGS & CATS

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

1.16 AUTO IMPOUNDMENT

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.

By initialing below, you acknowledge and agree to the terms in Section 1.

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2. Termination

2.1 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. 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 \$200.00 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.

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2.2 CHANGE IN EMPLOYMENT OR CONTACT INFORMATION.

Tenant shall promptly tender unto Landlord written notice of any changes in employment or contact information.

2.3 APPLICATION.

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.

2.4 RULES AND REGULATIONS.

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.

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2.5 BREACH

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.

2.6 ATTORNEY'S FEES.

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.

2.7 NOTICE

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 <<Tenant Contact Information>>. 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.

2.8 CARPET CLEANING.

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.

2.9 SPECIAL STIPULATIONS / CONDITIONS.

<<Additional Lease Information>> Special Stips

2.10 CHOICE OF LAWS.

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 <<Property County>>, Tennessee.

2.11 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.

2.12 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.

2.13 USE OF INFORMATION.

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.

2.14 CAGED ANIMALS

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

By initialing below, you acknowledge and agree to the terms in Section 2.

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3. Sign and Accept

3.1 THE PROPERTY MANAGEMENT CONNECTION

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

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X

Sample

Date Signed

Lessor

Date Signed

Sample