

LEASE

This Lease Agreement, made effective [date:]_____ by and between AUTUMN ANDRADY, hereinafter referred to as LESSOR or LANDLORD, and the following individuals

| Name (* point of contact) | Mobile | Emer Phone | Email |
|---------------------------|--------|------------|-------|
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hereinafter referred to, collectively, jointly, and severally, as LESSEE or TENANT.

WITNESSETH:

Lessor hereby Leases and rents to Lessee, and Lessee hereby takes as tenant under Lessor, the property described as:_____ (the “Premises” or “Leased Premises”) to be used by Lessee and Lessee’s immediate family as a lawful private dwelling, for a term of _____ months, from _____ to _____, inclusive.

IN CONSIDERATION WHEREOF, and of the covenants hereinafter expressed, it is covenanted and agreed as follows:

1. **Rent:** Lessee shall pay to the Lessor rent in equal monthly installments of \$_____ in advance on the first day of each month throughout the term of this Lease. The rent shall be payable to Autumn Andrady via scheduled transfer using Cozy.co. Time is of the essence of this Lease and the Lessee shall pay the rent herein received at the time and place specified, without deduction, abatement, set-off, or notice or demand. Lessee may not withhold the payment of rent for any reason, including, but not limited to, a good faith dispute with Landlord, alleged necessary repairs, claims for set-off or reimbursement, or Landlord’s alleged breach of this Lease. Payments received shall be applied first to charges of attorneys if any, then to damages, then to interest, then to late fees, and finally to principal rent. **LESSEE EXPRESSLY WAIVES ALL REQUIREMENTS FOR WRITTEN NOTICE OR DEMAND FOR NONPAYMENT OF RENT.** Lessor does hereby acknowledge receipt of \$_____ as prorated rental from date of commencement of the terms of this Lease

to the first day of the succeeding calendar month at which time the first monthly installment of rent shall be due and payable.

In the event the rent for any month is not paid in full by the 5th day of such month, Lessee shall pay ten percent (10%) of the monthly installment as late payment charge in addition to said rent. If the 5th of the month shall fall on a Saturday, Sunday or legal holiday, rent shall be due on the next business day after the Saturday, Sunday or legal holiday. If a personal check or electronic check is ever returned for insufficient funds or because of a stop payment order, all future payments must be made in the form of cash, cashier's checks or money orders.

2. **Possession:** Lessor shall deliver possession of the Leased Premises on the first day of the term hereof; provided, however, should Lessor be unable for any reason to deliver said Leased Premises, then Lessor shall be liable to Lessee only to the extent of abatement of rent from the date of the commencement of this Lease to the day possession is delivered to Lessee.

3. **Condition of Premises:** Lessee acknowledges that he has examined the Leased Premises and accepts same as being in good order and repair, except as otherwise set forth in writing to Landlord prior to assumption of possession by Lessee; and Lessee further acknowledges that no promise to decorate, alter, repair or improve the Premises has been made.

Care of Premises: Lessee shall not cause or permit any waste, damage or injury to the Leased Premises. Lessee is and shall be responsible for any injury done to the Leased Premises, or appurtenances or abutments thereto, by Lessee, his invitees, any authorized occupant or other persons whom Lessee permits to be in or about the Leased Premises. Lessee agrees to return same in good condition and repair, fair and reasonable wear and tear excepted. Lessee is responsible for all repairs necessitated by the acts or omissions of Lessee his invitees, any authorized occupant or other persons whom Lessee permits to be in or about the Leased Premises. Lessee is responsible for maintaining the Premises in a clean condition. Lessee is responsible for pest control in and around the Premises and shall reimburse Landlord for all charges incurred in the abatement of all pests, including, but not limited to, roaches, silverfish, bedbugs, spiders and ants; provided, Lessee is not responsible for the treatment of termites unless infestation or damage is caused by the negligence or other fault of Lessee. Tennessee is a known region for brown recluse spiders, pit vipers, mosquitos and an assortment of potentially dangerous insects, reptiles, and mammals. Lessee accepts property with understanding these animals are regional and are likely to co-inhabit the land/home in which the property resides. Lessee shall not place any liquids or solids (including cooking grease, feminine hygiene products, or any kind of cat litter) that are not water-based in the water system, except those that are specifically intended for such disposal and shall reimburse Landlord for all charges incurred related to failure to comply. Lessee is responsible for all drain issues. Lessee is responsible for all repairs to garbage disposal, dishwasher, washer and dryer regardless of whether or not these were furnished by Landlord. Lessee agrees to not use nails or screws larger than a standard hanging nail or finishing nail to hang anything on the walls. Lessee shall not place more than five (5) of these holes in a wall. Lessee will not use any type of drywall compound or anything of that nature to cover holes after moving out. Lessee will not let any furniture or furniture coverings rub or maintain contact with the walls to the extent that they may cause discoloration or damage to the walls. Failure to comply will result in repair costs being withheld from Lessee deposit or billed to Lessee after lease end.

4. Except in event of an emergency, Lessee shall not be entitled to make repairs, nor to be reimbursed by lessor therefore, without Lessor's prior written permission and agreement as to reimbursement amount. Lessee shall not be entitled under any circumstances to withhold rent due to any condition of the Leased Premises or on account of any needed repairs or damages to the Leased Premises.

5. **Alterations, Additions or Improvements:** No alteration, addition or improvement to the Premises shall be made by the lessee without the prior written consent of the Lessor. Any alteration, addition or

improvement so made by the lessee shall, at the Lessor's option, become the property of the Lessor upon the expiration or sooner termination of this Lease; provided, however, that the Lessor shall have the right to require the Lessor to remove such alterations, additions, or improvements at the Lessee's cost upon such termination of this Lease and return the Leased Premises to their original condition.

6. **Subordination of Lease:** This Lease and Lessee's Leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances, now or hereafter placed on the Leased Premises by Lessor, all advances made on any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances. In the case of a sale of the Leased Premises, and within 60 days either side of closing of such sale, this Lease and Lessee's Leasehold interest may be terminated by Landlord or subsequent owner upon 30 days written notice without breach of this Agreement. Otherwise, Lessee shall attorn to subsequent owner. Lessor has the right to terminate lease without cause by providing 45 days written notice via mail or email. Any prorated rent will be credited with deposit return.

7. **Utilities:** Lessee shall pay the charges for all utilities used by Lessee on the Leased Premises. Lessee shall change over all utilities to his own account within 72 hours of lease start. Landlord may terminate utilities without notice to Lessee if change over is not completed within 72 hours. Lessee shall replace air filters on heating, ventilation and air conditioning unit(s) every 30 days or earlier, as needed, or be liable for resulting damages.

If considering the addition of an optional utility including but limited to cable TV, Lessee must obtain approval prior to installation. If approved, all resulting fees including installation, repair and service charges, will be paid by Lessee. Time and effort spent by Landlord to verify and provide authorization of installation will be charged back according to the Schedule of Fees listed in Appendix A.

8. **Fire and Other Casualty Damage:** In case of damage by fire or other casualty to the building in which the Leased Premises are located, if the damage, in the sole opinion of the Lessor, is so extensive as to render the Leased Premises untenable, this Lease shall cease, and the rent shall be apportioned up to the time of the damage. In all other cases where the Leased Premises are damaged by fire or other casualty, the Lessor shall repair the damage with reasonable dispatch, and if the damage has rendered the Leased property untenable, in whole or in part, there shall be an abatement and/or apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond the Lessor's control.

9. **Personal Property Insurance.** Lessee shall insure, and keep insured, at Lessee's expense, all personal property placed or stored on the Leased Premises. Lessor does not and will not provide insurance on Lessee's personal property and assumes no responsibility of liability therefor.

10. **Mutual Release of Liability Covered by Insurance:** The Lessor and Lessee and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the Leased Premises, or covered by insurance in connection with property on or activities conducted on the Leased Premises, regardless of the cause of the damage or loss.

11. **Lessor's Limitation of Liability:** Lessor shall not be responsible or liable to the Lessee, his invitees, any authorized occupant, persons on or about the Leased Premises with consent of Lessee, or any other person claiming by or through Lessee, for any injury or damage of any kind or nature resulting from (a) acts or omissions of persons occupying property adjoining the Leased Premises, (b) any defect in or condition of the Leased Premises, (c) any injury or damage resulting to the Lessee or his property from bursting, stoppage, or leaking of water, gas, sewer or steam pipes, (d) fire or other casualty, or (e) pests, mold, mildew, or moisture,

except where such loss or damage occurs from the willful or reckless misconduct of the Lessor, his agents, servants or employees in the operation or maintenance of the Leased Premises.

12. **Lessor's Right of Access to the Leased Premises:** Lessor and his representatives may enter the Leased property, at any time, for the purpose of inspecting the Leased Premises, to make such repairs and alternations as may be deemed necessary by Lessor for the safety and preservation of the Premises or exhibiting the Leased Premises for sale, Lease or mortgage financing.

13.

14. **Events of Default:** The occurrence of any of the following shall constitute an event of default:

A. Delinquency in the due and punctual payment of any rent payable under this Lease when such rent shall become payable for a period of five days.

B. Failure by the Lessee in the performance of or compliance with any of the terms, conditions, and obligations of this Lease (other than the covenant for the payment of rent) and obligations of Lessee under the Uniform Residential Landlord and Tenant Act.

C. Filing by the Lessee in any Court pursuant to any statute, either the United States or any State, of a petition in bankruptcy or insolvency, or for the appointment of a receiver or trustee of all or a portion of the Lessee's property or an assignment by the Lessee for the benefit of Creditors.

D. Failure by the Lessee to comply with Lessee's obligations pursuant to the Uniform Residential Landlord and Tenant Act, Tenn. Code Ann. § 66-28-517 "Violence or Threats – Landlord Termination."

E. Any other material breach of this Lease or violation of any rules or policies promulgated by Landlord hereunder.

15. **Remedies Upon Lessee's Default:** The occurrence of any of the events of default as listed in paragraph 13 (Events of Default) shall give the Lessor the following remedies.

A. Upon the Lessee's failure to pay rent, Lessor shall have the right to terminate this Lease or Lessor's rights under this Lease **WITHOUT THE NECESSITY OF DEMAND OR NOTICE WHICH IS HEREBY EXPRESSLY WAIVED BY LESSEE** and Lessor shall be entitled to immediate possession and may bring suit to repossess and to collect all rent and other amounts due hereunder or to become due hereunder, without notice or demand. In case of such default, all rent for the remaining term of this Lease shall be accelerated and become immediately due and payable in full, despite termination of the Lease or termination of Lessor's rights hereunder. Lessee agrees to peaceably surrender and vacate the Leased Premises forthwith, paying the required rent and any other sums due hereunder and leaving the Leased Premises in good order and repair. Lessor shall be entitled to recover from Lessee possession, rent and damages by bringing an action in any court of competent jurisdiction. Lessor shall also have the right, without terminating this Lease, to enter the Leased Premises on surrender by Lessee or appropriate court order, in an attempt to re-let the same upon terms and conditions then obtainable by Lessor, and if a sufficient sum shall not be realized from any such re-letting to satisfy the Lessee's obligations hereunder after paying all expenses incidental thereto. Lessee shall satisfy such deficiency upon demand of Lessor.

B. Upon occurrence of any of the events of default listed in subparagraphs B, C, or E of Paragraph 13 (Events of Default) the Lessor shall have the option and right to terminate this Lease or Lessor's rights hereunder at the end of thirty (30) days written notice to the Lessee specifying the default. If the default is curable, Lessee shall be given fourteen (14) days to remedy that default after receiving said written notice, upon terms satisfactory to Lessor. If the default is not so cured, the Lease or Lessee's rights under this Lease shall terminate in accordance with the terms of the written notice. At the expiration of the thirty (30) day period and without remedy of the default by the Lessee within time specified, the Lessee shall peaceably surrender the Leased Premises to Lessor without demand and vacate said Premises paying the required rent and any other

sums due hereafter, and if Lessee leaves said Premises without paying the required rent and any other sums due hereafter, then Lessor shall be entitled to recover from Lessee immediate possession, rent and damages by bringing an action in any court of competent jurisdiction. In case of such default, all rent for the remaining term of this Lease shall be accelerated and become immediately due and payable in full, despite termination of the Lease or termination of Lessor's rights hereunder.

c. Upon occurrence of any of the events of default listed in subparagraph 'D' of Paragraph 13 (Events of Default), Lessor may terminate the Lease within three (3) days from the date written notice is delivered to Lessee if the Lessee or any other person on the Premises with the Lessee's consent willfully or intentionally commits a violent act or behaves in a manner which constitutes or threatens to be a real and present danger to the health, safety or welfare of the life or property of other tenants or persons or the Leased Premises.

d. In the case of any default and despite termination of this Lease or Lessee's rights hereunder, all rent for the remaining term of the Lease shall be accelerated and become immediately due and payable, and Lessor shall be entitled to recover from Lessee immediate possession, rent and damages by bringing an action in any court of competent jurisdiction. In addition to the rights and remedies afforded Lessor under the terms of this paragraph, Lessor is specifically authorized to pursue any and all rights which it may have under the terms of the Uniform Residential Landlord and Tenant Act as adopted in the State of Tennessee and all amendments, changes and modifications thereto.

e. The specific remedies to which the Lessor may resort under the terms of this paragraph are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Lessor may be lawfully entitled in case of any default or threatened default by the Lessee of any provision or provisions of this Lease Agreement.

16. **Removal of Personal Property:** At the expiration of the Lease Agreement for any reason, the lessee shall remove all personal property from the Leased Premises. Any personal property then remaining upon the Leased Premises after the expiration or termination of this Lease shall be treated by the Lessor as abandoned property and the Lessor may dispose of said property by any method he elects without liability to Lessee. Lessee shall indemnify, hold harmless and defend Lessor from and against any and all claims, suits, causes of action, damages, injury, loss, or expense of any kind or nature arising from or relating to such property and Landlords' disposition, disposal, or storage of the same.

17. **Security Deposit:** Lessee has deposited with the Lessor, and shall keep on deposit at all times, the sum of \$ _____ to secure the Lessor against any damage which may result to the Leased Premises caused by the Lessee, his invitees or other authorized occupants of the Leased Premises during the term of this Lease, against the non-payment of rent, or otherwise against any losses or damages which Lessor should suffer due to the breach of any covenant of this Lease. The security deposit provided in this paragraph shall be placed in an account with _____ Bank. Also, in the event the Leased Premises are vacated and not cleaned by the Lessee, Lessor shall have the right to deduct from the security deposit a sum to be determined. The security deposit shall be refunded to the Lessee only if the Leased Premises and the contents are found, upon inspection, to be in good and clean condition with no damage, ordinary wear and tear excepted, and Lessee has complied with the provisions of this Lease and of the Uniform Residential Landlord and Tenant Act dealing with the security deposits which is incorporated herein by reference as if copied herein verbatim. **Lessor shall not be required to give notice before applying any part of the security deposit towards unpaid and past due rent or late fees.**

18. **Grammatical Usage:** In construing this Lease, feminine or neutral pronouns shall be substituted for those masculine in form, and vice versa, and plural terms shall be substituted for singular, and singular for plural in any place in which the context so requires.

19. **Rules and Regulations:** Lessee, his invitees and authorized occupants of the Leased Premises shall observe faithfully and comply strictly with the rules and regulations set forth below, those which may be attached hereto, and such other rules and regulations as Lessor may from time to time hereafter promulgate in writing (without limitation, "Rules"). Upon a violation by Lessee, his Invitees, or other authorized occupants of the Leased Premises of any Rules, Lessor, at his option, may deem Lessee in default of this Lease and, after notice and opportunity to cure as may be provided by this Lease, pursue the remedies provided in paragraph 13 (Remedies) herein. In addition to all other Rules, the Lessee shall not make, allow or permit:

- A. Any events larger than 10 people to be hosted without prior written consent of Landlord
- B. Any kegs to be brought on any part of the premises.
- C. The transfer of personal property including but not limited to furniture, kitchenware, etc. from prior tenants without prior written authorization from the Lessor
- D. Any noise, talk or conduct disturbing to neighbors of the Lessee.
- E. Any use of a grill within 20 feet of the Leased Premises. Lessee also assumes all risk and responsibility associated with any use of the grill including potential damage to the property or yard.
- F. Any sign, flag, advertisement, notice, door-plate or other similar device, to be inscribed, painted, engraved or affixed to any part of the Premises.
- G. Any use of the Premises for commercial gain or the carrying on of commercial business without Landlord's prior written consent;
- H. Any use of the Premises in connection with any criminal activity.
- I. The storage of toxic materials, ordinary household materials excluded.
- J. Any interference with the work of any maintenance person of the Lessor.
- K. Any locks to be changed, nor any additional locks to be placed on any doors without the prior written permission of the Lessor.
- L. The keeping of any animals without prior written consent of Lessor, which consent may be conditioned on a non-refundable pet deposit in the sole discretion of Lessor.
- 20. I. The creation, use, possession or distribution of illegal drugs.
- 21. J. The discharge of a firearm.
- 22. K. Smoking inside of the Premises.
- 23. L. The storage of or habitual parking of cars in excess of the number of Tenants over the age of 16.
- 24. M. The accumulation of garbage, clutter, junk, trash, rubbish, or the outside storage or placement of any items or things, other than cars of the Tenants permissible hereunder.
- 25. N. The overgrowth of any grass or vegetation. Lawn care and landscaping is the responsibility of Lessee unless the Leased Premises is part of a duplex, apartment building or other multi-family structure. Failure to maintain lawn and yard will result in Landlord engaging a third party for lawn care for which Lessee will be held responsible for all charges.
- 26. O. Any conduct prohibited by the Uniform Residential Landlord and Tenant Act.
- 27.

28. **Termination:** It is understood and agreed that this Lease shall terminate on the last day of the term hereof; provided, however, that failure of either party to give the other written notice thirty days in advance of the expiration of the Lease of a desire to cancel or modify the terms hereof shall serve to renew this Lease on a month-to-month basis; provided, however, that the rent charges shall thereafter include a charge of an additional one hundred dollars (\$100.00) per month over the rent being charged in the final month of the Lease.

29. **Attorney's Fees:** Should Lessor deem it necessary or appropriate to retain an attorney for the collection of rent, damages or to enforce or defend any provision of this Lease, Lessee agrees to pay, in addition to his other obligations hereunder, all expenses including but not limited to court costs and reasonable attorney's fees,

which may include a contingency fee of up to 1/3, an hourly fee, or flat fee, or combination thereof, and related expenses and costs, it being the agreement of Lessee that Lessor should be made whole in addition to his attorneys fees and other legal costs and expenses.

30. **Notices:** Any notice by either party shall be in writing and shall be deemed to be duly given only if delivered personally or mailed in a postpaid envelope, addressed to the Lessee at the Leased Premises, and to the Lessor at the address noted on this Lease, or, in the case of any notice by Landlord to Lessee, by any otherwise reasonable means including, but not limited to, text message, email, facsimile, or posting upon the Leased Premises. If either party admits, either in writing or under oath, the actual receipt of notice, evidence in accordance herewith shall not be necessary.

31. **Authorized Use and Occupants:** It is agreed that the Leased Premises may be occupied by the persons listed by Lessee in his application for leasing and no others. Occupancy of the Leased Premises by any person other than those named in said leasing application shall constitute a default under the terms and conditions of this Lease. Any change of occupants must be approved in writing by the Lessor prior to their occupancy. Lessee agrees to use said Premises for living rooms and as a private residence only.

32. **Assignment and Sublease:** Lessee shall not have the right or authority to sublease the Premises or any part thereof, or to transfer or assign this Lease, without the written consent of the Lessor. Lessee agrees that should the Leased Premises be sold or title thereto transferred or conveyed, or should this Lease be assigned, then Lessor shall be released and discharged from all the covenants and obligations of the Lessor hereunder, and thereafter the Lessee's rights and remedies for any breach of obligations imposed upon the Lessor shall be against the person, firm, or corporation succeeding to the rights of Lessor.

33. **Rent Increases:** The Lessee agrees to pay as additional rent the prorated portion of any increase in taxes, utilities and/or operating expenses of Lessor that may occur during the term of this Lease.

Locks and Keys: So as not to restrict Lessor's ability to provide Lessee with maintenance and emergency service, Lessee agrees that no additional locks shall be placed upon any doors of the Premises nor shall locks be changed without prior written permission from Lessor. Landlord shall furnish Lessee one key for each outside door lock to the residence. Upon termination of this Lease, Lessee shall return all keys to the Lessor or pay \$15.00 per key set and \$50.00 per lock to change locks. If Lessee is locked out, Lessee must call a locksmith to unlock the door.

34. **Applications:** Lessee's application is a part of this Lease, incorporated by reference and made a part hereof. Any misrepresentations, misleading or false statements made by Lessee may void the Lease, at option of Lessor.

35. **Eminent Domain:** If the Leased Premises or any part thereof is taken by eminent domain, this Lease shall, at Lessor's option, terminate. Upon termination, Lessee shall pay the rent pro rate up to the time of termination of this Lease, and thereafter Lessee shall have no claim against Lessor by reason of such termination. Lessee shall have no claims against any awards made to Lessor by reason of taking by eminent domain.

36. **Captions:** The numbered captions appearing herein are inserted only for convenience of the parties and in no way define, limit, construe or describe the scope of such paragraphs, or in any way affect this Lease.

37. **Severability:** If any provisions of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

38. **Entire Agreement:** This Lease, together with the leasing application and rules and regulations which are incorporated herein by reference and constitute the Lease documents, contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has

relied upon any representation, express or implied, not contained in this Lease. All prior understandings, terms or conditions are deemed merged in this Lease. This Lease is the product of arms length negotiations and in the event of any ambiguity, neither should be deemed the drafter hereof. This Lease cannot be changed or supplemented except by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

39. **Binding Effect:** The covenants, terms conditions, provisions and undertakings in this Lease or any renewals thereof shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, as if they were in every case named and expressed. A copy of this Lease shall have the same effect as an original.

40. **Declaration of Contractual Liability:** If there is more than one party Lessee, the covenants of the Lessee shall be the joint and several obligations of each such party.

41. **Applicable Law; Forum Selection:** This lease shall be construed by the laws of the state of Tennessee, without regard to its conflicts of laws rules. Any action arising from this Lease or otherwise between the parties relating to the Premises may only be brought in a court of competent jurisdiction sitting the County wherein the Premises is located or in Davidson County, to which courts the parties hereby consent to personal jurisdiction. **THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY.**

42. **Waiver:** The failure of the Lessor to insist upon the strict performance of any term or condition of this Lease, or to exercise any rights or remedy available upon a breach or default thereof, shall not constitute a waiver of such breach or default or of such term of condition. The acceptance of any rental payment, or part thereof, by Lessor during the continuance of any such breach or default shall likewise not constitute a waiver of any such breach or default. The acceptance of any partial rent or other partial payments shall be on account and without waiver of default or as accord and satisfaction. No term or condition of this Lease, required to be performed by the Lessee and no breach or default thereof, shall be waived, altered or modified, except by a written instrument executed by the Lessor. No waiver of any such breach shall effect or alter any term or condition of this Lease, and each such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach or default thereof.

43. **Special Conditions:**

44. **I CERTIFY THAT I HAVE READ, OR HAVE HAD READ TO ME ALL OF THE ABOVE TERMS OF THIS LEASE AND UNDERSTAND THAT ANY VIOLATION OF ANY PART OF THIS LEASE WILL CONSTITUTE A BREACH OF MY LEASE. I UNDERSTAND THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL AND HAVE CHOSEN TO EXECUTE THIS LEASE OF MY OWN ACCORD.**

I FURTHER AGAIN ACKNOWLEDGE AND AGREE THAT UPON MY FAILURE TO PAY RENT, LESSOR SHALL HAVE THE RIGHT TO TERMINATE THIS LEASE WITHOUT THE NECESSITY OF DEMAND OR NOTICE, WHICH I HEREBY EXPRESSLY WAIVE.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

LESSEES:

LESSOR:

By: _____

EXHIBIT A – SCHEDULE OF FEES

In the following schedule, Landlord’s rate for time will be charged at the rate of \$75/hour.

- 1. Late Payment of Rent.....10% of the balance due
- 2. Calling in a Non-Emergency Maintenance Request.....\$50.00/request

All non-emergency maintenance requests are to be made via email to hello@andradyhomes.com. Calling in a non-emergency request will result in a warning followed by a charge for each occurrence.

- 3. Lease Violation.....\$50.00 + Landlord's Time
- Violation of any terms of the lease excluding failure to pay rent and eviction processing.

- 4. Eviction Processing.....\$100.00

The eviction processing fee is charged each time Lessee is turned over to an attorney for eviction and collection. Correction of the violation after opening of the attorney's file but before the completion of the eviction process does not remove the charge.

- 5. Change or Addition of Occupant(s).....\$200.00/per new occupant

This is for any tenant or group of tenants that request and obtain permission to add an additional occupant or substitute an occupant.

- 6. Pet Addition after
move-in.....\$50.00

This covers office processing of additional paperwork to attach to the lease agreement. A non-refundable pet fee and additional monthly rent expense may apply as well.

7. Unnecessary Requests.....Cost of Repair Call + Landlord's Time

An unnecessary request is where a trip is made to inspect an item that is thought to be broken but is found to be in good working order.

8. Failure to Gain Entry.....\$50.00 + Landlord's Time

Any attempt by Landlord, maintenance personnel, or Landlord’s agent that is unsuccessful due to tenant's negligence or failure to provide access. This can include but is not limited to tenant changing locks and failing to provide copies to Landlord, pets making entry difficult/impossible, blocking of entry ways, etc.

9. Change locks after move-in.....Cost + Landlord's Time

10. Additional Copies of:

a. Lease.....\$20.00

b. Keys.....\$50.00

WHEREFORE, we the undersigned do hereby execute and agree to Exhibit A - Schedule of Fees

Tenant Signature

Date

Landlord Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

LEAD-BASED PAINT DISCLOSURE FOR RENTAL PROPERTY

Federal law mandates that landlords of housing constructed prior to 1978 must complete certain Lead-Based Disclosure requirements. Housing 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.

Property Address: See Address box at the top of lease.

- LANDLORD has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the housing.
- LANDLORD is aware of the presence of lead-based paint and/or lead-based paint hazards and has provided TENANTS with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List any records reports and/or additional information, including but not limited to the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces. If no reports or records are available, LANDLORD shall indicate in as such.

1) TENANTS have received copies of all records/information listed above (if any), and

2) TENANTS have read the Lead Warning Statement (above) and understands its contents, and

3) TENANTS have reviewed or opted not to review the lead hazard information pamphlet Protect Your Family From Lead in Your Home (copies available at <http://www.hud.gov>).

The LANDLORD and TENANTS have reviewed the above information above and certify, to the best of their knowledge, that the information they have provided is true and accurate and have received a copy hereof.

| | | | |
|---------------------------|---------------|-----------------------------|---------------|
| _____ Tenant Signature | _____ Date | _____ Landlord Signature | _____ Date |
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