

RESIDENTIAL LEASE AGREEMENT

THIS LEASE (the "Lease") dated this _____ day of _____, _____

BETWEEN:

Marie-Louise Burgard-Menefee

(the "Landlord")

- AND -

Raphaël Hervé

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the basement suite, municipally described as 3621 Floral Drive, Nashville, TN 37211 (the "Property"), for use as residential premises only.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord.
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
4. No animals are allowed to be kept in or about the Property without the revocable written permission of the Landlord.

5. Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of the following parking on or about the Property: Under carport in front of front door to rental unit.
6. The Tenant and members of the Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.
7. The Tenant and members of the Tenant's household will not vape anywhere in the Property nor permit any guests or visitors to vape in the Property.

Term

8. The term of the Lease is a periodic tenancy commencing at 12:00 noon on August 21, 2023 and continuing on a month-to-month basis until the Landlord or the Tenant terminates the tenancy.
9. Any notice to terminate this tenancy must comply with the applicable legislation of the State of Tennessee (the "Act").

Rent

10. Subject to the provisions of this Lease, the rent for the Property is \$1,750.00 per month (the "Rent").
11. The Tenant will pay the Rent on or before the 21st of each and every month of the term of this Lease to the Landlord at 3621 Floral Drive, Nashville, TN 37211 or at such other place as the Landlord may later designate by Venmo.
12. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.
13. The Tenant will be charged an additional amount of 8% of the Rent for any Rent that is received after the greater of 5 days after the due date and any mandatory grace period required under the Act, if any.

Security Deposit

14. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$500.00 (the "Security Deposit").
15. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits at Pinnacle Bank located at 150 3rd Avenue South, Nashville, TN 37203.
16. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
 - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls

including the repainting of such damaged walls;

- b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
- c. unplugging toilets, sinks and drains;
- d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
- e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
- f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
- g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
- h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
- i. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
- j. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

- 17. The Tenant may not use the Security Deposit as payment for the Rent.
- 18. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
- 19. Within the time period required by the Act and after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: _____, or at such other place as the Tenant may advise.

Inspections

- 20. The Parties will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
- 21. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and

its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

Tenant Improvements

22. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
 - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
 - c. removing or adding walls, or performing any structural alterations;
 - d. installing a waterbed(s);
 - e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
 - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
 - g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

Utilities and Other Charges

23. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Property: electricity, water/sewer, internet, natural gas, garbage collection and alarm/security system.

Insurance

24. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
25. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.

Attorney Fees

26. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a

reasonable sum for the successful Party's attorney fees.

Governing Law

27. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Tennessee.

Severability

28. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
29. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

30. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

31. Without the prior, express, and written consent of the Landlord, the Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. A consent by the Landlord to one assignment, subletting, concession, or license will not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. Any assignment, subletting, concession, or license without the prior written consent of the Landlord, or an assignment or subletting by operation of law, will be void and will, at the Landlord's option, terminate this Lease.

Damage to Property

32. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

33. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
34. The Tenant will not engage in any illegal trade or activity on or about the Property.
35. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
36. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.
37. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
38. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Rules and Regulations

39. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Lead Warning

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

Mediation and Arbitration

41. If any dispute relating to this Lease between the Parties is not resolved through informal discussion within 14 days from the date a dispute arises, the Parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator

will be binding on the Parties. Any mediator or arbitrator must be a neutral party acceptable to both Parties. The cost of any mediations or arbitrations will be paid by the Tenant.

Address for Notice

42. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:
- a. Name: Raphaël Hervé.
 - b. Phone: (642) 805-412.
 - c. Email: rapherv@aol.com.
43. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:
- a. Name: Marie-Louise Burgard-Menefee.
 - b. Address: 3621 Floral Drive, Nashville, TN 37211.

The contact information for the Landlord is:

- c. Phone: (615) 336-1743.
- d. Email address: thebackporchatwoodbine@gmail.com.

General Provisions

44. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
45. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
46. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
47. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
48. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

49. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
50. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
51. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
52. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
53. This Lease constitutes the entire agreement between the Parties.
54. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
55. Time is of the essence in this Lease.

IN WITNESS WHEREOF Raphaël Hervé and Marie-Louise Burgard-Menefee have duly affixed their signatures on this _____ day of _____, _____.

Marie-Louise Burgard-Menefee

Raphaël Hervé

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the ____ day of _____, 20____.

Raphaël Hervé

Lead-Based Paint Disclosure

Property: 3621 Floral Drive, Nashville, TN 37211

Landlord: Marie-Louise Burgard-Menefee

Tenant: Raphaël Hervé

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has NO knowledge of any lead-based paint and/or lead-based paint hazards in or about the Property.
2. The Landlord has NO records or reports relating to lead-based paint and/or lead-based paint hazards in or about the Property.

Date: _____ day of _____,

Landlord: Marie-Louise Burgard-Menefee

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of:

- i. the information contained in the above Landlord's Disclosure including the above-mentioned reports and records; and
- ii. the pamphlet *Protect Your Family from Lead in Your Home* (EPA-747-K-99-001) or an equivalent pamphlet that has been approved for use in the state by the Environmental Protection Agency.

Date: _____ day of _____,

Tenant: Raphaël Hervé

The pamphlet *Protect Your Family from Lead in Your Home* can be ordered in hard copy or can be printed from the website <http://www2.epa.gov/lead/protect-your-family-lead-your-home>.

Asbestos Disclosure

Property: 3621 Floral Drive, Nashville, TN 37211

Landlord: Marie-Louise Burgard-Menefee

Tenant: Raphaël Hervé

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has investigated and there is no asbestos in or about the Property.
2. The Landlord has NO records or reports with respect to asbestos in or about the Property.

Date: _____ day of _____,

Landlord: Marie-Louise Burgard-Menefee

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of the information contained in the above Landlord's Disclosure including any reports and records.

Date: _____ day of _____,

Tenant: Raphaël Hervé