

NAA
NATIONAL APARTMENT ASSOCIATION
We Lead the Way Home

This is a binding document. Read carefully before signing.

Moving In — General Information

- Kellexis Campbell, Keith Campbell

and us, the owner: Lion Easton, LLC

(name of community or title holder). You've agreed to rent Dwelling Unit G109 at 714 Due W Ave N G109

_____ (street address) in
Madison

(city), Tennessee, 37115 (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

- 2. OCCUPANTS.** The dwelling unit will be occupied only by you and
(list all other occupants not signing the Lease Contract):

[illegible]

No one else may occupy the dwelling unit. Persons not listed above must not stay in the dwelling unit for more than 14 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the 19th day of June, 2023 and ends at 11:59 p.m. the 18th day of September, 2024.

Renewal. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 45 (Move-Out Notice). If the number of days isn't filled in, at least 30 days notice is required.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the dwelling unit is \$ 500.00, due on or before the date this Lease Contract is signed. Resident's security deposit is deposited at Preferred Bank, 601 S. Figueroa St 29th Floor Los Angeles, CA 90017

(name and address of bank). This account is used only for the deposit of resident's security deposits.

- 5. KEYS.** You will be provided 2 key(s), 1 mailbox key(s), FOB(s), and/or other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device becomes damaged or lost during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 1156.00 per month for rent, payable in advance and without demand.

☒ at the on-site manager's office, or
☒ at our online payment site, or
☐ at _____

You specifically waive the right to receive notice of termination of tenancy for non-payment of rent. Therefore, a detainer warrant may be filed immediately upon breach of the agreement for failure to pay rent.

Prorated rent of \$ 462.40 is due for the remainder of (check one): ☒ 1st month or ☐ 2nd month, on _____.

Otherwise, you must pay your rent on or before the 1st day of each month (due date). Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. Any rent installment received after the fifth (5th) day of the month in which said installment is due shall include a late charge equal to the ten (10%) percent of the rent. This late charge shall become a portion of the rent due under the terms and conditions of this lease. Resident agrees to pay all late rents by money order, or certified funds. We will not impose the late charge if the fifth (5th) day falls on a Sunday or legal holiday and the rent is paid on the next business day. In addition, you will also pay a charge of \$ 30.00 (not to exceed \$30.00) for each returned check or rejected electronic payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

- 7. UTILITIES.** We'll pay for the following items, if checked:

☐ water ☐ gas ☐ electricity ☐ master antenna
☐ wastewater ☐ trash ☐ cable TV
☐ other _____

- You'll pay for all other utilities or services, related deposits, and any other charges or maintenance fees related to those other utilities or services. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities or services are submetered for the dwelling unit, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

- 8. INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are *[check one]* ☒ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

You acknowledge that no portion of the rent paid by you under this agreement will be applied to the owner's structural fire insurance and that you are in no way a co-insured under any such policy, and that, in order to reduce the cost of insurance, the Owner has chosen to purchase fire and extended coverage insurance for the property for which the above rental agreement applies, with a deductible in the amount of \$ 100000.00. If you or any member of your

Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed lease form.

See Additional Special Provisions

See any additional special provisions.

11. EARLY MOVE-OUT. You'll be liable to us for a reletting charge of \$ _____ (not to exceed 100% of the highest monthly rent during the lease term) if you:

- (1) fail to give written move-out notice as required in paragraph 45 (Move-Out Notice) or any other applicable law; or
- (2) move out without paying rent in full for the entire lease term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract.

Not a Release. The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing dwelling units, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts:** (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your dwelling unit. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. CONTRACTUAL LIEN AND PROPERTY LEFT IN DWELLING UNIT. Contractual Lien. When perfected by the filing of form UCC-1, you hereby give us a lien upon all your property situated upon the said premises, including all furniture and household furnishings, for the

household, guest or invitee causes damages to the premises in an amount that is less than the amount of this insurance deductible, you agree to indemnify and reimburse the Owner for the amount of such damages, and that you may be liable for costs in excess of the deductible under any subrogation clause of the said policy. It is recommended that you secure insurance to protect your interest in the event of such a loss.

9. LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant, or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

rent agreed to be paid hereunder, for any damage caused by you, and for court costs and attorney's fees incurred under the terms hereof.

Property Left in Dwelling Unit. After abandonment, under Paragraph 50 (Deposit Return, Surrender, and Abandonment), we shall remove your possessions and personal effects from the premises and store such personal possessions and personal effects for not less than thirty days. You may reclaim such possessions and personal effects from us within such thirty-day period. If you do not reclaim such possessions and personal effects within such thirty-day period, we may sell or otherwise dispose of your possessions and personal effects and apply the proceeds of the sale to the unpaid rents, damages, storage fees, sale costs and attorney's fees. Any balances are to be held by us for a period of six months after the sale.

14. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins, we may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights and remedies under paragraphs 11 (Early Move-Out) and 33 (Default by Resident) apply to acceleration under this paragraph.

15. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of dwelling unit rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 45 (Move-Out Notice).

16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the dwelling unit.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the dwelling unit is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the dwelling unit will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the dwelling unit will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17.AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT.

Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the Premises itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of

While You're Living in the Dwelling Unit

19. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written dwelling unit rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, that become effective after reasonable notice, if they are distributed and applicable to all units in the community and do not change dollar amounts on page 1 of this Lease Contract.

20. LIMITATIONS ON CONDUCT. The dwelling unit and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with dwelling unit rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your dwelling unit or in the community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your dwelling unit for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any dwelling unit rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

21. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the community; or injuring our reputation by making bad faith allegations against us to others.

the Premises, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

18. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Dwelling Unit

22. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has not been in compliance with all applicable local or state laws relative to titling and licensing, operation, and registration for more than thirty (30) days; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the dwelling unit; or
- (6) is parked in a marked accessible parking area for persons with disabilities without the legally required placard or insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated “no parking” area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

23. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 32 (Responsibilities of Owner), 45 (Move-Out Notice), or any other applicable law, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

24. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

25. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors and/or carbon monoxide detectors, if provided, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices.

Smoke Detectors and Carbon Monoxide Detectors. We'll furnish smoke detectors and/or carbon monoxide detectors only if required by statute, and if provided we'll only test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and/or the carbon monoxide detectors on a regular basis, if provided, and pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report to us any malfunction of the smoke-detector and/or carbon monoxide detector, if provided. Neither you nor others may disable the smoke detectors and/or carbon monoxide detectors, if provided. If you damage or disable the smoke detector and/or carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us for \$100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke detector and/or carbon monoxide detector, if provided, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Fire or Casualty, Damage or Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the Dwelling Unit is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your dwelling unit, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you hereby indemnify us and hold us harmless from all liability for those services.

If the leased premises is damaged or destroyed by fire or casualty to an extent that the use of the leased premises is substantially impaired, as defined in Tennessee Code Annotated, you (1) may immediately vacate the premises; and you (2) shall notify us in writing within fourteen (14) days thereafter of your intention to terminate the lease, in which case the Lease terminates as of the date of vacating.

If the leased premises are damaged or destroyed by fire or casualty to an extent that restoring the leased premises to its undamaged condition requires you to vacate the premises, we are authorized to terminate the Lease within fourteen (14) days of providing written notice to you. If this Lease is terminated as a result of damages or destruction of the leased premises, we shall return all prepaid rent and security deposits that are recoverable by law. Accounting for rent is to occur as of the date you return the keys to us or have in fact vacated the leased premises, whichever date is earlier.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security, unless required by law. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the community. If you or any occupant or guest is affected by a crime, you must make a written report to the appropriate law enforcement agency and our representative. You must also furnish us with the law-enforcement agency's incident report number upon request.

26. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the dwelling unit, fixtures, and furniture as is. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the dwelling unit and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the dwelling unit. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. Installation of any such device without execution of a separate lease addendum may be considered a default under the terms and conditions of this lease contract. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and/or carbon monoxide detectors, if provided, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated

from inside the dwelling unit; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the dwelling unit (whether or not we consent) become ours unless we agree otherwise in writing.

27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the dwelling unit if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

28. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere on the Premises unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. When allowed by applicable laws, we will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require reliable documentation verifying the need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the dwelling unit at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the dwelling unit, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 29 (When We May Enter). We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

29. WHEN WE MAY ENTER. You shall not unreasonably withhold consent for us to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

We may enter the dwelling unit without consent in case of emergency. "Emergency" means a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.

Where no emergency exists, if any utility has been turned off due to no fault of us, we shall be permitted to enter the premises. We may then inspect the premises, ascertain any damages and make necessary repairs that have resulted from the lack of utilities.

We also have the right of access by Court Order; if you are deceased, incapacitated, or incarcerated; if you have abandoned or surrendered the premises; or during your extended absence in excess of seven (7) days. We may enter the premises without notice if you fail to repair, replace or clean as promptly as conditions require a breach of lease that materially affects health and safety.

We may also upon twenty-four (24) hours notice enter the premises within thirty (30) days of termination of tenancy for the purpose of showing the subject premises to prospective tenants.

Replacements

- 31. REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, assignment, or granting a right or license to occupy, no matter the length of the term, the subject area, or the use of the subject area, is strictly prohibited unless we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:
- (1) a reletting charge *will not* be due; and

Responsibilities of Owner and Resident

- 32. RESPONSIBILITIES OF OWNER.** We will act with customary diligence to comply with requirements of applicable building and housing codes materially affecting health and safety.

Notice of any non-compliance by us must be properly given to us in writing.

33. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract or statutory obligations including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the dwelling unit rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the dwelling unit; (4) you give incorrect or false answers in a rental application, no matter when we discover the false or incorrect statements; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute (6) any illegal drugs or paraphernalia are found in your dwelling unit; (7) you or any guest or occupant engages in any of the prohibited conduct described in paragraph 21 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

Eviction—Counties Where Tennessee Uniform Residential Landlord and Tenant Act Applies.

- (1) With the exception of non-payment of rent, if you fail to pay for the costs of repairs, damages or any other amount due to us pursuant to this Lease Contract, you will receive a written notice specifying the violation and advising you that your tenancy will terminate upon a date not less than fourteen (14) days after receipt of this notice, if the violation is not cured within fourteen (14) days. If the violation is a repeat offense of an earlier violation occurring within six (6) months, for which notice was given, your tenancy will terminate on seven (7) days notice without a right to cure the default. If your breach involves a required repair of physical damages, you shall not proceed with the repair of those damages without our specific written consent. Any repairs made by you without our specific written consent will be additional grounds for termination of your tenancy.

NOTICE OF TERMINATION OF TENANCY FOR NON-PAYMENT OF RENT IS HEREBY SPECIFICALLY WAIVED.

- (2) Your tenancy will terminate three (3) days from the date written notice is delivered to you, if you or any other persons in the dwelling unit, with your consent (a) willfully or intentionally commit a violent act, (b) behave 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 on the premises, (c) create a hazardous or unsanitary condition on the property that affects the health, safety or welfare of the life

30. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of tenancy termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the dwelling unit for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 50 (Deposit Return, Surrender, and Abandonment).

- (2) a reasonable administrative (paperwork) and/or transfer fee *will be due*, and a rekeying fee *will be due* if rekeying is requested or required.

Procedures for Replacement. If we approve a replacement resident, then, the departing, remaining, and new residents must properly execute our Lease Contract Amendment to Add or Change a Roommate During Lease Term. The Addendum will not be effective until executed by all departing, remaining, and new residents, as well as Owner or Owner's representative.

- or property of other tenants or persons on the premises, or (d) refuses to vacate the premises after entering the premises as an unauthorized subtenant or unauthorized occupant.

- (3) For all other defaults other than non-payment of rent, you may receive notice that your tenancy will terminate upon a date not less than fourteen (14) days after the receipt of the notice.

After giving notice to vacate or filing an eviction suit, any rental payments tendered are hereby accepted with reservations of all our rights and remedies; this acceptance does not waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time does not waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings.

Eviction—Counties Where Tennessee's Uniform Residential Landlord and Tenant Act Does Not Apply.

If (1) you neglect or refuse to pay rent that is due and is in arrears, upon demand, and you have not waived your right to notice of termination of tenancy for non-payment of rent; or, (2) you or members of your household or guests damage the subject premises beyond normal wear and tear, you will receive a written notice specifying the violation and advising you that your tenancy will terminate upon a date not less than fourteen (14) days after receipt of the notice if the violation is not cured within fourteen (14) days. If the violation is a repeat offense of an earlier violation occurring within six (6) months, your tenancy will terminate on fourteen (14) days' notice without a right to cure the default. When allowed by statute, three (3) days' notice shall be sufficient to terminate tenancy if you, or any other person on the premises with your consent, willfully or intentionally commits a violent act, engages in any drug-related activity, or behaves in a manner that constitutes or threatens to be a real and present danger to the health, safety or welfare of the life or property of other tenants, the landlord, the landlord's representatives or other persons on the premises, or if an unauthorized subtenant or unauthorized occupant refuses to vacate the premises.

Termination of your possession rights or subsequent reletting does not release you from liability for future rent or other lease obligations. After giving notice to vacate or filing an eviction suit, any rental payments tendered are hereby accepted with reservations of all our rights and remedies. The filing or acceptance does not waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time with reservation of our rights and remedies does not waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings.

Acceleration. All monthly rent for the rest of the lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the lease term or renewal period ends; and (2) you've not paid all rent for the entire lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also

will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your dwelling unit while you continue to hold over.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

34. ENTIRE AGREEMENT. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

35. NO AUTHORITY TO AMEND UNLESS IN WRITING.

Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

36. NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

37. NOTICE. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding.

38. MISCELLANEOUS.

- A. Exercising one remedy won't constitute an election or waiver of other remedies.
- B. Insurance subrogation is waived by all parties.
- C. All remedies are cumulative.
- D. Unless prohibited by law or the respective insurance policies insurance subrogation is waived by all parties.
- E. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- F. This Lease Contract binds subsequent owners.
- G. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- H. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
- I. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- J. All lease obligations must be performed in the county where the dwelling unit is located.
- K. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

39. WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

When Moving Out

45. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Term). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including tenancy termination. In the event we incur attorney's fees in enforcing this Lease Contract against you or any occupants or guests, you must pay our reasonable attorneys' fees and other litigation costs. In the event we incur attorneys' fees in any lawsuits brought by you against us and we prevail, you must pay our reasonable attorneys' fees and litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all costs of collection including but not limited to collection agency fees.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

40. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

41. OBLIGATION TO VACATE. If we provide you with a notice to vacate, you shall vacate the dwelling unit and remove all your personal property therefrom at the expiration of the lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

42. FORCE MAJEURE. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

43. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received [other than sale proceeds under paragraph 13 (Contractual Lien and Property Left in Dwelling Unit) or utility payments subject to governmental regulations] first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

44. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local dwelling unit (multi-housing) associations for the area where the dwelling unit is located.

Contract. You will still be liable for the entire Lease Contract term if you move out early (paragraph 23 - Release of Resident) except if you terminate the Lease Contract in accordance with any other applicable law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term), even if you move by the last date in the lease term, you will be

responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, your notice is void and you must submit a new written notice. If you fail to provide proper notice and vacate, you will be responsible for an additional month's rent.

46. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 (Early Move-Out) and 33 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the dwelling unit before the deposit refund process begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

47. CLEANING. You must thoroughly clean the dwelling unit, including doors, windows, furniture, bathroom, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

48. MOVE-OUT INSPECTION. You have the right to be present with our representative at the premises for a scheduled mutual move-out inspection, during normal business hours, to determine if there are any damages to the premises that are in excess of normal wear and tear. This mutual inspection will be set by us and held on the day, or within four (4) days after, you have completely vacated the premises, surrendered possession of the premises, and have returned all means of access to the premises. If you fail to attend a scheduled move-out inspection, you waive the right to contest any damage found as a result of our move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our accounting.

49. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the dwelling unit and is missing; replacing dead or missing smoke-detector and/or carbon monoxide detector batteries, if provided; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the dwelling unit when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed

Severability, Originals and Attachments, and Signatures

51. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

52. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with one copy of the Lease Contract, to be retained by you, for your records. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via

reletting charges; packing, removing, or storing property removed or stored under paragraph 13 (Contractual Lien and Property Left in Dwelling Unit); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 6 (Rent and Charges) and 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding you, plus reasonable attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 33 (Default by Resident); and (3) a reletting fee if you have violated paragraph 11 (Early Move-Out).

50. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. Within a reasonable time, we will mail you to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions within the time frames and parameters set forth under state law after surrender or abandonment of the premises.

Surrender. You have *surrendered* the dwelling unit when: (1) the move-out date has passed and no one is living in the dwelling unit in our reasonable judgment; or (2) all dwelling unit keys and access devices listed in paragraph 5 (Keys) have been turned in to our managers—which ever date occurs first.

Abandonment. You have *abandoned* the dwelling unit when you exceed 30 days or more of unexplained and/or extended absence from the premises without payment of rent or we send proper notice to you, after you have not paid rent for fifteen (15) days past the rental due date and other reasonable factual circumstances indicate that you have permanently vacated the premises, and you fail to respond to our notice in accordance with the law.

Surrender, abandonment, and judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the dwelling unit; determine any security deposit deductions; and remove property left in the dwelling unit. Surrender, abandonment, and judicial eviction affect your rights to property left in the dwelling unit (paragraph 13 (Contractual Lien and Property Left in Dwelling Unit)), but do not affect our mitigation obligations (paragraph 33 (Default by Resident)).

e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed and you should retain a copy for your records. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

You are legally bound by this document.
Read it carefully before signing.

Resident or Residents (all sign below)

Alexa Campbell

Date of Execution

06-06-23

Owner or Owner's Representative (signing on behalf of owner)

[Signature]

Date of Execution

6/6/23

Address and phone number of owner's representative for notice purposes

Name and address of locator service (if applicable)

714 Due West Avenue North

Madison, Tennessee 37115

(615) 868-6488

Date form is filled out (same as on top of page 1)

06/05/2023

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2) Your Lease will automatically go month to month , at the current market rate, unless either party gives a 60-day notice IN WRITING of intent to renew/vacate. Resident will be responsible for a monthly RUBS (RealPage Utility Management Systems) monthly fee of \$3.25 and a \$5.00 final bill fee. These fees are subject to change with a 30-day notice. Rental Prohibited: You agree that you WILL NOT lease, rent or offer to rent all or any part of your apartment to anyone else. You agree you will not accept anything of value from anyone else for the use of any part of your apartment. You agree you will not advertise or list any part of your apartment on any lodging rental website; i.e. Airbnb, etc. Third party rentals and or subleasing is prohibited and may result in immediate termination of your lease.