

AMBER VISTA HOMES RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT is made and entered into between **JOL, LLC**, "Owner" or "Landlord" and **Md Musfigur Rahman Sazal and Rifath Sultana Anika** "Resident" or "Tenant" is effective when fully executed by all parties. The Owner's obligation to deliver possession to Resident is conditioned on Resident making all payments due at or prior to move-in under this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES:** Subject to the terms and conditions of this Agreement, Owner hereby leases to Resident and Resident leases from Owner, for residential use only, the "Premises" or "Unit" located at **Amber Vista Homes**, the "Community":
1943 Inspiration Road, Knoxville, TN, 37932
2. **LEASE TERM:** The term of this Lease begins on **01/26/2025** and ends on **01/31/2026**. Unless Owner and Resident execute a lease with a term commencing after the termination of this Lease, this Lease term will convert to a month-to-month tenancy commencing on the date following the Lease End Date. Resident must submit a written 30-day notice to vacate at least 30 days prior to the last day of their lease. Except as prohibited by law, tenancy may be terminated by the Owner by service upon the Resident of a written 60-day notice of termination of tenancy. The Rental Rate may be subject to change if occupancy of the Premises is continued by Resident past the Lease End Date.
3. **RENT:** **Full rent payment is due in advance on or before the first day of each and every month**, at **\$2,845.00** per month, beginning **01/26/2025**, payable to **Amber Vista Homes**, located at , . **No partial payments will be accepted.** Any rent not paid by the 1st of the month will be considered delinquent.

Acceptable methods of payment:

- EFT/Credit through **Resident Portal** (preferred payment method) and
- Personal Check, Cashier's Check or Money Orders
 - o Mailed to Leasing Office through U.S. Postal Service. Payments must be sent via U.S. Postal Service to the leasing office at , to arrive no later than the due date or
 - o Dropped off in the Leasing Center drop box, if available.

No cash or blank money orders will be accepted. In the event Resident is asked to make payments in cash or blank money orders, Owner must be notified immediately by calling 858.300.3754.

- a) **Payment:** In the event of roommates, or another form of multiple occupancy, or any other reason, Resident understands and agrees that rent shall be paid with a single payment and that it is the Resident's responsibility to collect individual checks or other payments to submit a single rent payment. If payment by mail is permitted, Resident bears the risk of loss or delay of any payment made by mail and Owner must receive mailed rent payments on or before the due date, except as otherwise provided by law. In the absence of a signed acknowledgement that complies with Tennessee Title 66, Chapter 28 (Uniform Residential Landlord and Tenant Act), Owner will accept rent payments only from the Resident. Owner may require a separate signed acknowledgement for each rent payment made by a third party. Rent tendered by a Non-Resident shall be deemed rent tendered on behalf of Resident only and not on behalf of the Non-Resident. Should the Owner elect to accept a payment that does not comply with this paragraph, this shall not be construed as a waiver of this provision. If Resident pays online or by direct deposit, such payment shall be deemed to come from Resident regardless of the source of the payment. Payment online or by direct deposit may be rejected or returned by Owner during the pendency of any legal action, or in anticipation of legal action. Failure or refusal by Resident to cash Owner's rent refund check shall not defeat Owner's rejection of the rent being refunded.
- b) **Change to Payment Method:** The Owner may refuse certain payment methods listed in subparagraph (a) above, as the form of payment to cure a Notice to Pay Rent or Quit, Notice to Perform Conditions and/or Covenants or Quit, a check passed on insufficient funds or dishonored for any other reason, or a stopped payment and may refuse certain methods for future rent payments thereafter. Notwithstanding the provisions above, the Owner may demand or require a cashier's check as the exclusive form of payment of rent or security deposit if the Resident has previously attempted to pay the Owner with a check drawn on insufficient funds or the Resident has stopped payment on a check, draft, or money order. If the Owner chooses to demand or require payment by cashier's check, the Owner shall give the Resident a written notice stating that the payment instrument was dishonored and informing the Resident that the Resident shall pay by cashier's check for a period determined by Owner, not to exceed three months, and attach a copy of the dishonored instrument to the notice.

4. DEFAULT.

A. Written notice of the following is hereby waived by Tenant:

1. Tenant's material breach of or noncompliance with Lease;
2. Tenant's failure to comply with obligations imposed on Tenant by applicable building and housing codes which materially affects health and safety;
3. Tenant's failure to keep Leased Property in as clean and safe condition as when Tenant took possession which materially affects health and safety;
4. Tenant's failure to dispose of all ashes, rubbish, garbage, or other waste to designated collection areas which materially affects health and safety;
5. Tenant deliberately or negligently destroying, defacing, damaging, impairing, or removing any part of the Leased Property or permitting any other person to do so which materially affects health and safety;
6. Tenant engaging in illegal activity on the Leased Property which materially affects health and safety; OR
7. Tenant acting or permitting others on the Leased Property (with or without Tenant's consent) to act in a manner which disturbs the neighbors' peaceful enjoyment of the premises and materially affects health and safety.

B. Notice of Breach or Termination of Lease.

In the event that Tenant breaches this Lease and/or engages in any of the conduct contained within paragraph 4.A. above, Landlord may, in Landlord's sole discretion, elect to do either of the following:

1. Notice.

In the event that Tenant breaches this Lease and/or engages in any of the conduct contained within paragraph 4.A. above, Landlord may, in Landlord's sole and reasonable discretion, deliver a written notice to Tenant specifically stating the acts and omissions constituting the violation and that the Lease is subject to termination ("Notice of Default").

a. Breach remediable by payment of Rent, cost of repairs, damages, or other monetary amounts due.

If the breach is remediable by payment of Rent, cost of repairs, damages, or any other amount due to Landlord, the Landlord may advise Tenant that he has fourteen (14) days from date of receipt of Notice of Default to remediate the breach. If the breach is not remediated within the fourteen (14) days, Landlord may elect to terminate the Lease on a date not less than fourteen (14) days after Tenant's receipt of Notice of Default. In the event that Tenant is to make repairs to cure the breach, these repairs must be requested in writing by the Tenant and authorized by Landlord prior to making any repairs. These repairs are only allowed in the event that Landlord advises Tenant that prior authorization for repairs is required in the Notice of Default.

If Tenant engages in substantially similar conduct which constituted a prior breach within six (6) months of the previous breach, Landlord may terminate Lease upon at least fourteen (14) days' written notice documenting the breach and the date of the termination of Lease.

b. Breach not remediable by payment of Rent, cost of repairs, damages, or other monetary amounts due.

If the breach for which notice was given is not remediable by the payment of Rent, cost of repairs, damages, or any other amount due to Landlord, Landlord may advise Tenant that Lease shall terminate upon a date not less than thirty (30) days after receipt of the Notice of Default.

2. Termination.

In the event that Tenant breaches this Lease and/or engages in any of the conduct contained within paragraph 4. A. above, Landlord may, in Landlord's sole and reasonable discretion, terminate this Lease Agreement and proceed with a detainer action for possession of the Leased Property.

Election of either option 1 or 2 above does not bind Landlord to take such action in the event of a similar violation in the future.

In the event that Landlord terminates the Lease, Landlord shall have the right to secure another tenant for the Leased Property. In any event, Tenant shall remain liable to Landlord for any and all Rent due under the terms of this Lease for the entire Lease Term.

Abandonment by Tenant is considered a default under the terms of this Lease.

Landlord may recover damages and/or obtain injunctive relief for violation of the terms of this Lease and/or paragraph 4.A above.

Landlord may recover punitive damages from Tenant for the willful destruction of property caused by Tenant or by any other person on the Leased Property with Tenant's consent.

5. **LATE FEES AND INSUFFICIENT FUNDS:** There is a five-day grace period ("Grace Period") beginning on the day that the Rent was due which is to be included in the calculation of the Grace Period. If the last day of the Grace Period falls on a Sunday; January Pt; Martin Luther King, Jr. Day (the 3rd Monday in January); third (3rd) Monday in February, known as Washington Day; Memorial Day (the last Monday in May); July 4th; Labor Day (the first Monday in September); Columbus Day (the 2nd Monday in October); Veteran's Day (November 11th); Thanksgiving Day (the 4th Thursday in November); Christmas Day (December 25th); Good Friday, or any day set aside for county, state or national election, the Grace Period shall end the following business day. Saturday is deemed to be a business day for the purposes of paying Rent unless it falls on one of the aforementioned days. If rent is paid before the end of the Grace Period, there will be a late charge of **10%** assessed. If rent is not paid by the 1st, the Resident is in default of this lease agreement even if a late charge is not assessed. All rent received after the 8th of the month must be paid by certified funds. If Tenant fails to pay the rent in full before the end of the Grace Period, Tenant shall pay Landlord a late charge of 10%. Per T.C.A. § 66-28-201(d), the late charge may not exceed 10% of the amount past due. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \$25 (maximum \$30 per T.C.A. § 47-29-102). Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
6. **SECURITY DEPOSIT:** As security for the performance of this Lease, Resident shall pay a total security deposit in the amount of **\$1,250.00 at the time this lease is signed by the Resident.** If all or any portion of the Security Deposit is used during the term of the lease, Resident agrees to reinstate the total Security Deposit within five (5) days after written notice is delivered to Resident. The security deposit shall not be used by Resident in lieu of payment of last month's rent. Owner's damages shall in no way be limited to the amount of the Security Deposit. Owner may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, the following:
- a) Payment of rent, including late charges, or other sums due,
 - b) Repair damages to the premises or any part of the community caused by Resident, members of the Resident's household, guest, or other person under the resident's control, and/or
 - c) Clean and paint such premises, if necessary, upon termination of the tenancy in order to return the Premises to the same level of cleanliness it was at the commencement of tenancy.

Tenant shall have the right to inspect the Leased Property with Landlord to determine Tenant's liability for physical damages that are the basis for any charge against the Security Deposit UNLESS Tenant has:

1. Vacated the Leased Property without giving written Notice;
2. Abandoned the Leased Property;
3. Been judicially removed from the Leased Property;
4. Not contacted Landlord after the Landlord's Notice of Right to Mutual Inspection of the Leased Property;
5. Failed to appear at the arranged time of inspection as agreed upon between Landlord and Tenant;
6. Has not requested a mutual inspection; OR
7. Is otherwise inaccessible to the Landlord.

A. Mutual Inspection

In a situation in which Landlord has requested that Tenant vacate the Leased Property or within five (5) days after Landlord receives written notice of Tenant's intent to vacate the Leased Property, Landlord shall provide notice to Tenant of Tenant's right to be present at the inspection of the Leased Property ("Landlord's Notice of Right to Mutual Inspection"). The inspection shall be scheduled after Tenant has completely vacated Leased Property and is ready to surrender possession and return all means of access to the Leased Property. Such inspection shall occur on the day Tenant vacates or within four (4) calendar days of Tenant vacating Leased Property.

Tenant shall contact Landlord to schedule a mutually agreeable date and time for inspection. If Tenant fails to appear at such scheduled inspection, Tenant waives any right to contest any damages assessed by Landlord. At the scheduled inspection, Landlord and Tenant shall inspect the Leased Property and compile a comprehensive list of damages to the Leased Property and an estimated cost of repairing the damage which is the basis for any charge against the Security Deposit ("List of Damages"). Landlord and Tenant shall sign the List of Damages which shall be conclusive evidence of the accuracy of the listing of damages. In the event Tenant refuses to sign the List of Damages, Tenant shall state specifically in writing the items within the List of Damages with which he does not agree.

B. Landlord Inspection

If Tenant has performed any of the foregoing acts in which he no longer has a right to inspect the Leased Property as contained herein, Landlord shall inspect the Leased Property and compile a List of Damages. Under such circumstances,

Tenant is not entitled to be present at said inspection. Landlord shall provide Tenant with a written copy of the List of Damages via certificate of mailing upon Tenant's written request.

C. Additional Rights of Parties

In the event that Tenant disputes the List of Damages, Tenant may bring suit in either the general sessions or circuit court of the county in which the Leased Property is located for those items to which he specifically dissented in his statement of dissent referenced above. Landlord shall not be entitled to retain any portion of the Security Deposit if Security Deposit was not deposited into a separate account solely used for that purpose and if Landlord fails to provide Tenant with a copy of the List of Damages as required herein.

Landlord may recover the costs of any and all contractual damages to which he is entitled herein, plus the cost of any additional physical damages to the Leased Property which are discovered by Landlord after an inspection has been completed. Any additional physical damages must be discovered by Landlord by the earlier of:

1. Thirty (30) days after Tenant has vacated or abandoned the Leased Property OR
2. Seven (7) days after a new tenant takes possession of the Leased Property.

If Tenant vacates the Leased Property with unpaid Rent or other amounts due to Landlord, Landlord may remove the Security Deposit and apply it toward the unpaid debt. If Tenant vacates the Leased Property not owing any Rent and a refund is due, Landlord shall send notice to the last known or reasonably determinable address of the amount of said refund to Tenant. If Tenant does not respond to said notice within sixty days from the sending of the notice, then Landlord may remove the Security Deposit and retain it free from any claim by Tenant or any other person.

Security Deposit will not be returned until all Residents have vacated the Premises and all keys returned. Any Security Deposit returned by check shall be made out to all Residents named on this Agreement, or as subsequently modified. No interest will be paid on Security Deposit unless required by local law.

7. UTILITIES: Resident shall pay for all utilities, services, and charges, if any, made payable by or based upon occupancy of Resident.

- a) Owner is not liable for any losses or damages Resident incurs as the result of outages, interruptions, or fluctuations in utilities provided to the House unless such loss or damage was the direct result of negligence of Lessor. Resident releases Owner from any and all such claims and waives any claims for offset or reduction of rent or diminished rental value of the House due to such outages, interruptions, or fluctuations.
- b) Resident understands and agrees that continued occupancy of the premises when electricity, natural gas, water, or sewer services have been discontinued is hazardous. Resident agrees not to terminate, cut off, interrupt, interfere with, or discontinue supplying electricity, natural gas, water, or sewer services to the premises. Resident shall not tamper with, adjust, or disconnect any utility sub metering system or device. Violation of this provision is material breach or default of this Lease Agreement and shall entitle Owner to exercise all remedies available under the Lease.
- c) Disconnection of utilities due to non-payment is a material violation of this Agreement.
- d) Resident shall not use common area utilities (such as water or electricity) for the Resident's personal use, without prior written permission from the Owner.
- e) Resident agrees that Owner may, upon service of a written thirty (30) day notice, increase the monthly charge for utilities due to provider rate increases or for the cost of any additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term "Utilities." If applicable.

8. OCCUPANTS: Premises shall be occupied only by the following named person(s):

Name	Birth Date:
<u>Md Musfigur Rahman Sazal</u>	<u>08/27/1991</u>
<u>Rifath Sultana Anika</u>	<u>11/20/1991</u>
<u>Inaya Arfia</u>	<u>08/24/2017</u>

- Any individual who is not named on this Agreement and is 18 years of age or older or is an emancipated minor is a guest. Guests who stay in the Premises longer than six (6) consecutive days or thirty (30) days in a calendar year must be reported to Owner. Any guest staying in the Premises longer than six (6) consecutive days or thirty (30) days in a calendar year is required to submit to the application process and meet the minimum occupancy and screening criteria to be approved as an occupant. Resident is responsible for any violation of this Agreement by Resident's Guests.

9. GUARANTEE: Resident may be required to have a Guarantor based on the Rental and Occupancy Criteria Guidelines. The Guarantor shall be liable for the rent and any damages, financial or physical, caused by the Resident, including any and all legal fees incurred by the Owner in enforcing this Agreement. If a Guarantor is required, this Agreement will not take effect unless a fully executed guarantor agreement is attached.

10. SUBLETTING AND ASSIGNMENT: No portion of the premises shall be sublet, nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of Owner, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law. Resident is prohibited from offering all or part of the premises for short-term rental, such as through AirBnB, VRBO or other such sites. Any person who is not named as an Occupant in this Agreement or Resident who signed this Agreement, who occupies any portion of the dwelling unit, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other

goods, services, or property occupancy rights) is not a Guest. This constitutes attempted subletting or assignment under this Agreement, and is, at the election of Owner, irremediable breach of this Agreement and cause for immediate termination.

- 11. CONDITION OF UNIT:** A Move-In inspection must be performed by Resident at the time the Resident moves into the Premises using the Resident Portal, at which time the detailed condition of the unit shall be noted. Resident acknowledges that the Premises may not be a new unit and has been made ready for Resident's use and occupancy and that the size, layout, condition, or location of the Premises will not be in the same condition of any model that may have been presented either in person or in any marketing materials. Resident acknowledges that unless Resident notifies Owner within 24 hours after Resident commences occupancy of the Premises of any problems with the Premises, the Premises will be considered in good and acceptable condition. Unless otherwise prohibited by law, all maintenance requests must be in writing. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED RELATING TO THE UNIT OR THE PREMISES, THE PREMISES, THE COMMON AREA OR ANY FURNITURE, FURNISHINGS, EQUIPMENT OR APPLIANCES, IF ANY, LOCATED THEREIN, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY OR SUITABILITY.

A Move-Out Itemized Statement must be completed by each Resident and Owner at time of move-out. Please see the "Move Out Charges Addendum" for a detailed moveout checklist.

- 12. PROHIBITIONS:** Without prior written permission, no pets, pianos, aquariums, liquid-filled furniture, large appliances including washing machines, outdoor gas heaters, charcoal, or wood burners, firepits, fireworks, or other open-flame cooking devices may be kept or allowed in or about said premises.

Smoke-Free Premises: Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household have been designated as a smoke-free living environment. "Smoking" means inhaling, exhaling, burning, vaping, or carrying any lighted cigar, cigarette, pipe, or any other device containing any tobacco product, or any other leaf, weed, plant or other products. Resident and members of Resident's household shall not smoke anywhere in the Premises rented by Resident, or the building where the Resident's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Resident permit any guests or visitors under the control of Resident to do so.

Resident shall not engage in any of the actions or conduct related to marijuana, which are otherwise permitted under § 66-28-401 Health and Safety Code on the premises. This includes growing and the use of marijuana in any form.

- 13. AMENITIES AND RECREATIONAL FACILITIES:** From time to time, Owner may, in its reasonable discretion, update (e.g., amend, increase, decrease, delay, or pause) the services and amenities that it provides to address evolving needs, events beyond the reasonable control of Owner, requirements and/or recommendations. By signing this Lease, Resident acknowledges that Resident has been advised of these potential changes in service and amenities and agrees to such changes.

- a) Resident acknowledges that Owner may provide, for the enjoyment and personal improvement of Resident, certain amenities and recreational facilities that pertain to the non-core functions of the Property, which may include an on-site health club, walking paths, trails, pools, exercise facilities, open outside areas, sports courts and fields and any other non-core amenity or recreational facility provided by Owner including any equipment, property conditions, or movable personal property stored or located therein ("the Facilities"). Resident expressly agrees on behalf of Resident, and Resident's occupants, authorized and unauthorized, Resident's guests, Resident's heirs, executors, administrators, successors and assigns (collectively, "the Non-Resident Users or User"), that the Owner and its insurers, owners, managers, agents, employees, officers, directors, and associates, shall not be liable for any damages of any kind arising from any personal injuries (including death) sustained by any User in, on, or about the Facilities, or as a result of Resident's or Non-Resident User's use of such Facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the Owner. Resident understands that the Owner does not provide supervision, instruction, or assistance for the use of the Facilities.
- b) By executing this Lease, Resident accepts and assumes full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to Resident or to any Non-Resident User for use of the Facilities, and Resident hereby fully and forever releases and discharges the Owner and its insurers, owners, managers, agents, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of or related to their use of the Facilities.
- c) Resident expressly agrees to expressly defend, indemnify and hold the Owner harmless, including the obligation to pay reasonable attorney's fees, expert fees, and associated costs, against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by any Non-Resident User with respect to their use of or sustaining any injuries, physical or emotional, in connection with the Facilities. Resident agrees to comply with all rules imposed by the Owner regarding the use of the Facilities. Resident agrees to act in a controlled and reasonable manner at all times, and to refrain from using any Facility in a manner inconsistent with its intended design and purpose. Resident understands and acknowledges that the use of the Facility may involve risk of serious injury, including permanent disability and death.

UNLAWFUL ACTIVITY: Resident, members of the Resident's household, guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near property/premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance.

- a) Resident, members of the Resident's household and any guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near property premises.
- b) Resident and members of the household will not permit the dwelling House to be used for, or to facilitate, criminal activity including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
- c) Resident or members of the Resident's household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near property/premises or otherwise.
- d) Resident and members of the Resident's household, or a guest or other person under the Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near property/premises.
- e) Resident or members of the Resident's household shall not engage in any criminal activity or criminal threat T.C.A. § 66-28-517(a); on or off the Premises that is directed at Owner, Owner's agents, employees, or representatives.

VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AGREEMENT AND CAUSE FOR TERMINATION OF TENANCY AND THIS LEASE AGREEMENT. A single violation of any of the provisions of this agreement shall be deemed a serious and material violation of the Lease Agreement.

14. RULES AND REGULATIONS: Resident shall comply with all community guidelines and Rules and Regulations as follows Per T.C.A. § 66-28-402:

- a) **USE OF THE PREMISES:** The Premises shall be used as a dwelling for residential purposes only and for no other reason. No retail, commercial or professional use of the Premises shall be made, unless such use conforms to applicable zoning laws and the prior written consent of the Owner is obtained in advance for such use. As a condition for granting such permission, Owner may require that Resident obtain liability insurance for the benefit of the Owner.
- b) **ACTION OF FAMILY MEMBERS AND GUESTS:** Residents are responsible for their own actions and the actions of their family members, guests or other person under the resident's control and agree to reimburse Owner for any vandalism or damages caused by these parties. Running or playing in public halls, stairways, elevators, sidewalks, garages, laundry rooms, or parking areas is prohibited.
- c) **WHEELED VEHICLES:** All wheeled vehicles including, but not limited to, bicycles, skateboards, tricycles, and motorcycles shall not be ridden across or parked on sidewalks, grass, landscaping pool or common areas. Wheeled Vehicles shall not be parked or stored in halls, walkways, stairways, laundry rooms, elevators, porches, patios, or other public areas, except as specified by management.
- d) **CLOTHES/RUGS:** No clothes, rugs, or any other material shall be draped on the roof, deck, patio, balcony, or other part of the building or shaken from said areas.
- e) **GARBAGE:** All garbage, papers, boxes, or refuse are to be deposited in garbage containers that are provided by the Owner or government agency. All wet garbage must be sealed in a container or plastic bag. Trash container lids must be replaced, and doors closed when the garbage has been placed in the container. Cardboard containers must be broken down before disposing of them in the appropriate locations. No furniture is to be left in, or around, the dumpsters. Resident shall be responsible, at Resident's expense, for disposing of items too large to fit in the trash containers. Resident shall not dispose of any flammable liquids, rags or other items soaked with flammable liquids or any other hazardous material in trash containers or bins.
- f) **PLUMBING:** Water shall not be left running in the kitchen, bathroom, laundry room or elsewhere. All plumbing defects must be reported to the Owner immediately. Garbage disposals must be run with water. Bones, corn, grease, rice, fruit skins, eggshells or pits are prohibited from insertion in disposal. Do not put foreign objects in the toilet. Cost to repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident's negligence or improper usage are the responsibility of the Resident. Resident shall reimburse Owner for these costs.
- g) **LANDSCAPING AREAS:** Front Yard: Areas in front of your home have been landscaped by the owner and shall be periodically maintained by the owner. Residents, family members or guests shall not alter, disturb, or interfere in any way with the treatment of the front yard without the consent of the Owner. Parking or leaving anything on the lawn or landscape areas is prohibited.
Back Yard: The Resident is responsible for maintaining the rear patio and back yard in a clean and responsible manner and for providing access to a designated landscaper. On the designated landscaping day, all pets must be secured inside the home and all pet waste retrieved. Grass has not been provided in the back yard. Grass may be installed by the Resident if the Resident so chooses at Resident's cost.
- h) **LOITERING:** Loitering, alcohol consumption, gambling, etc., outside of your House/Premises is not permitted.
- i) **NEGLIGENCE:** Repairs needed due to Resident negligence will be billed back to Resident for the cost to perform those repairs, including the cost of parts or materials used and the cost of the labor required to perform the repairs at a rate of \$60.00 per hour.
- j) **MAINTENANCE REQUESTS:** All request for maintenance and repairs shall be made online through the Resident Portal, or by contacting the Leasing Center during business hours. After hours maintenance emergencies are to be reported to the answering service or on call voicemail. Lockouts are not considered maintenance emergencies. All residents are requested to report any instance where an employee is discourteous or neglects their duties toward the resident at any time immediately to

the Owner.

- k) **PARKING, PARKING SPACE, GARAGE:** Residents are allowed to park in the parking lots after agreeing to pay the appropriate monthly fee for either an uncovered or covered parking permit. The use of our parking lots requires understanding and adherence to the following:
- i. Owner is not responsible for any theft or damage to Resident vehicles. Resident assumes all risks associated with the loss, damage, or destruction of all vehicles and other personal property or items kept in the parking Space/Garage, regardless of the value of the lost or destroyed property. Resident agrees to hold Owner harmless for any loss, damage, or destruction to Resident's personal property in the Parking Space/Garage. Resident is advised to carry insurance to cover Resident's vehicle(s) and other personal property. Owner's insurance does not insure Resident's vehicle(s) or other personal property. Resident understands that vehicles and other items left in the Parking Space may be stolen or damaged. Resident should not store valuable items in the vehicle or Parking Space. No bailment relationship is created by Resident's use of the Parking Space.
 - ii. **Vehicles Obstructing Access:** All vehicles parked blocking driveways, handicap spaces and other parking areas will be towed immediately without warning.
 - iii. **Handicapped parking:** Vehicles parked in designated handicapped spaces without display of handicap placard or plates will be towed immediately without warning.
 - iv. **Fire Lanes/Hydrants:** Vehicles parked within 15 feet of a fire hydrant or in a fire lane will be towed immediately without warning.
 - v. **All vehicles must be in operable condition:** All vehicles must be in currently registered, licensed, and operable condition. Any vehicle in violation of this provision will be towed at the owner's expense within the compliance with the vehicle code of the state. Repair work, oil changes, and similar work are not permitted in the parking lots. Such work must be done off property. Extra vehicles cannot be stored on property. Vehicles found not to be regularly used on a weekly basis will be tagged for towing if not moved.
 - vi. **Recreational Vehicles:** Recreational Vehicles such as trailers, motorhomes and boats are not allowed to be parked on the premises.
 - vii. **Motorcycles:** Motorcycles are subject to the same rules as automobiles. They must be operated in a safe manner at all times. Motorcycles must be parked in a designated parking space.
 - viii. **Car Washing:** No washing of vehicles is allowed on this property.
 - ix. **Car alarms:** Any vehicles parked within the community which create a nuisance through the activation of a car alarm shall be removed from the property at the owner's expense.
 - x. **Safety Hazard:** Vehicles found up on jacks are considered a safety hazard and will be towed immediately without warning.
 - xi. **Guest Parking:** There is no designated guest parking on property. All guests will be required to park on street.
 - xii. **Vehicle Change:** Any change in vehicle will require the resident to come into the office and fill out a new parking form reflecting the change in vehicle. The same parking permit may be used for the new vehicle under the condition the new vehicle information is reported to the office.
 - xiii. **Speed:** The maximum speed within the community will be ten (10) mph unless otherwise posted.
- l) **QUIET ENJOYMENT:** Residents, family members and guests shall respect the peace and comfort of neighbors. Noise which can be heard outside the premises, loud conversations, music, etc. that could be disturbing to other people is not permitted. All residents, family members and guests must refrain from using foul or abusive language around anyone while on the premises. The hours of 10:00 p.m. to 8:00 a.m. are considered quiet time and moving in or out of premises is prohibited during this time. Resident shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of premises or the common areas, commit waste or nuisance, annoy, molest, or interfere with any other Resident, guest of Resident, neighbor, or employee. Any such action may result in the immediate termination of this Lease as provided herein and by law.
- m) **RECREATION AREA:** Residents are responsible for the conduct of their family members and guests. Adult supervision (a person 18 years or older) is required for all minors under the age of 14 in all playgrounds or recreation rooms that are available at this community. Residents may accompany a maximum of two (2) guests per household at any given time at recreation areas offered by this community. Access to Recreation Areas is limited to between 8:00 am and 10:00 pm daily. All guests must be accompanied by a Resident. All recreational facilities (playgrounds, exercise rooms, etc.) that are available at this Community are available to the Residents and these facilities have inherent dangers to both adults and minors. All Residents and all Residents on behalf of their minor family members and guests using these recreational facilities and playground equipment agree to assume all liability that is inherent with these recreational facilities and equipment and assume all responsibility for any damages incurred or any injuries incurred while using these facilities and equipment and agree to hold Owner harmless for any injuries that may be suffered.
- n) **ROOF ACCESS:** Residents are not permitted access to the roof except in case of emergency.
- o) **STORAGE:** Storage or use of personal belongings or furnishings, including barbecue grills and fire pits are not permitted on decks, patios, porches, garages, or public areas. Patios will be maintained in a neat and clean manner by Resident. Resident shall be charged a cleaning fee if Owner or Owner's representative is compelled, in Owner's sole discretion, to clean Resident's patio. No excessive storage of objects in premises which may create a health or fire hazard is permitted. No paints, oils, gasoline, or any flammable material is permitted in the premises or storage areas. No washers, dryers, freezers, dishwashers, air-conditioners, or any other personal appliances of any kind are to be installed in the premises without prior written approval by management.
- p) **PATIO AND PORCH CARE:** Resident shall be responsible for the maintenance and upkeep of patio and porch areas. Resident agrees to keep areas within patio and/or porch free of weeds and debris at all times. No excessive storage of objects in yard which may create a health or fire hazard is permitted. No paints, oils, gasoline, or any flammable/toxic material is permitted on the premises at any time. All pet waste must be disposed of within 24 hours. No trash is to be left outside the Leased Premises including the storage of recyclables. No items are allowed to be draped over the fence, roof, walls, or any

other areas. Owner reserves the right to determine the acceptability of furniture for the patio and/or porch. Canopies and umbrellas are not allowed unless written consent is provided from the Owner. Resident shall be charged a cleaning fee if Owner or Owner's representative is compelled, in Owner's sole discretion, to clean Resident's patio. No washers, dryers, freezers, dishwashers, air-conditioners, or any other personal appliances of any kind are to be installed in the premises without prior written approval by management.

15. NO SMOKING: Smoking is prohibited inside the House, common areas, outdoor areas, and parking lots. "Smoking" means inhaling, exhaling, or burning any tobacco, nicotine, or marijuana, or plant product, whether natural or synthetic, intended for inhalation, or using an "electronic smoking device."

16. CARE, CLEANING AND MAINTENANCE:

Resident shall keep the premises including furniture, furnishings, appliances, and fixtures, including carpets and flooring which are rented for Resident's exclusive use in good order and condition. Resident also agrees:

- a) To keep their dwellings clean and sanitary, including prevention of insects or rodent infestation. Carpet is to be vacuumed on a regular basis. Ground in dirt shall be considered beyond ordinary wear and tear and Resident will be responsible for damage which may include replacement.
- b) To properly use and operate all electrical/gas appliances and to keep them clean and sanitary.
- c) Not to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure, dwelling unit, including the structures and content of the common areas, nor should they permit any person on the premises to do so.
- d) To occupy the premises as a residence, utilizing portions thereof for living, sleeping, cooking, or dining purposes only which were respectively designed or intended to be used for such purposes.
- e) To leave the premises in the same condition as it was received, subject to normal wear and tear.
- f) To return the premises to the same level of cleanliness it was at the inception of the tenancy.
- g) To pay Owner for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests, or invitees.
- h) To promptly advise Owner of any items requiring repair, such as locks or light switches. Resident shall notify Owner of any leaks, drips, water fixtures that do not shut off properly, including, but not limited to, a toilet, or other problems with the water system, included, but not limited to, water-saving devices. Resident shall make repair requests as soon after the defect is noted as is practical.
- i) To keep doors and windows and access to them unobstructed and to keep them clear from personal items or otherwise, and to maintain clear pathways into and through each room on the premises. Resident must not otherwise maintain the unit in a manner that prevents necessary access through each room and to all doors and windows, inhibits necessary airflow, acts as a potential haven for pests and mold growth, creates a fire hazard, or prevents rooms from being used for their intended purposes.

17. BED BUG INFORMATION, REPORTING, PREVENTION AND RESIDENT COOPERATION: The Owner has inspected the unit prior to lease and knows of no bedbug infestation. Resident agrees not to bring onto the property personal furnishings or belongings that the Resident knows or should reasonably know are infested with bed bugs, including the personal property of the Resident's guests. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping can assist with early detection and make bed bug control easier if it is necessary. Please review the short interactive video at www.stopbedbugs.org and the information below.

Previous Infestations: A Resident shall not bring onto a property personal furnishings or belongings that the Resident knows or should reasonably know are infested with bed bugs, including the personal property of the Resident's guests.

Prompt Reporting: If you find or suspect a bed bug infestation, please immediately notify Owner, and describe any signs of infestation so that the problem can be addressed promptly. Please do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.

Information about Bed Bugs:

- a) **Bed bug appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- b) **Life cycle and reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- c) Bed bugs can survive for months without feeding.
- d) **Bed bug bites:** Since bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- e) **Common signs and symptoms** of a possible bed bug infestation:
 - i) Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls.
 - ii) Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - iii) Very heavily infested areas may have a characteristically sweet odor.
 - iv) Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people

do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

- v) For more information, see the Internet Websites of the United States Environmental Protection Agency and the National Pest Management Association.
<http://www2.epa.gov/bedbugs>
<http://www.pestworld.org/all-things-bed-bugs/>

Suspected Bed Bug Infestations As Soon as Possible

- a) **Prompt reporting:** If you find or suspect a bed bug infestation, please notify Agent and/or property manager as soon as possible, and describe any signs of infestation, so that the problem can be addressed promptly. Please do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
- b) **Report any maintenance needs immediately.** Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
- c) If you suspect a bed bug infestation, or have other maintenance needs, please provide your notice to the property office.

Cooperation with Pest Control

- a) Residents shall cooperate with the inspection including allowing entry to inspect any unit selected by the pest control operator until bed bugs have been eliminated and providing to the pest control operator information that is necessary to facilitate the detection and treatment of bed bugs.
- b) Prior to treatment, affected Residents will receive a written notice including the date(s) and time(s) of treatment, whether and when the Resident is required to be absent from the unit, the deadline for any Resident preparation of the unit and a pretreatment checklist with information provided by the pest control operator.
- c) The Resident shall fulfill his or her responsibilities for unit preparation before the scheduled treatment, as described in the pest control operator's pretreatment checklist.
- d) Residents shall be responsible for the management of their belongings, including, but not limited to, clothing and personal furnishings.
- e) If the pest control operator determines that it is necessary for an Owner or Resident to dispose of items infested with bed bugs, the items shall be securely sealed in a bag that are of a size as to readily contain the disposed material. Bags shall be furnished and charged to Resident by the property owner or pest control operator. All bags shall be clearly labeled as being infested with bed bugs prior to disposal.
- f) Residents who are not able to fulfill their unit preparation responsibilities shall notify the Owner at least one business day prior to the scheduled pest control operator visit for inspection or treatment.
A Resident must vacate his or her unit if required by the pest control operator for treatment purposes and shall not reenter the unit until directed by the pest control operator to do so.

Prevention Recommendations

- a) Resident should check for hitch-hiking bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs before you enter your House. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation.
- b) Thoroughly clean after guests have departed. Immediately after your guests leave, seal bed linens in plastic bags, until they can be washed and dried on high heat. After your guests have departed, inspect bedding, mattresses, and box springs, behind headboards, carpet edges and the undersides of sofa cushions for signs of bed bugs.
- c) Resident should avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bed bugs. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bed bugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bed bugs. Check secondhand furniture, beds, and couches for any signs of bed bug infestation before bringing them home. Never take discarded items from the curbside.
- d) Use a protective cover that encases mattresses and box springs and eliminates many hiding spots. The light color of the encasement makes bed bugs easier to see. Be sure to purchase a high-quality bed bug encasement that will resist tearing and check the encasements regularly for holes.
- e) Reduce clutter in your home to reduce hiding places for bed bugs and vacuum frequently to remove successful hitchhikers.
- f) Be vigilant when using shared laundry facilities. Transport items to be washed in plastic bags (if you have an active infestation, use a new bag for the journey home). Remove from dryer directly into bag and fold at home. (A dryer on high heat can kill bed bugs.)

18. REPAIRS AND ALTERATIONS: Except as provided by law, no repairs, painting, wallpapering, decorating, alterations including entry, door locks, windows, doors, frames, and window coverings shall be done by Resident without prior written consent of the Owner. Windowsills or ledges must be kept clean and shall not be used for storage or display of bottles, food, signs, or objects of any kind. Resident shall hold Owner harmless and indemnify Owner from any mechanics lien recordation or proceeding caused by Resident. Approval must be obtained prior to hanging any heavy object on the walls or ceiling. Only picture hooks may be used to hang pictures, mirrors, and decorative items on the walls. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines). Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Owner any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear.

19. LARGE FURNITURE OR APPLIANCES: Resident shall not move or remove any large furniture or appliances provided by Owner without prior written consent of the Owner. Resident shall not install or operate any additional refrigerators, freezers, washing machines, clothes dryers, portable dishwashers, air conditioners, generators or other large appliances not provided by

the Owner, without prior written consent of the Owner. Resident may operate a generator in emergency situations, provided that (1) all manufacturers safety procedures are followed, including operating the generator in an outside space and (2) the generator does not create a nuisance (noise or other) for other residents.

20. SATELLITE DISHES: Under the rules of the Federal Communications Commission (FCC), Resident has a right to install a satellite dish and/or receiving antenna within the leased premises. Owner may impose reasonable restrictions relating to the installation and maintenance of the satellite dish and receiving antenna. Resident is required to comply with these restrictions as a condition of installing such equipment. Resident agrees as follows:

- a) **Size:** A satellite dish may not exceed 39 inches (1 meter) in diameter. An antenna or dish may receive but not transmit signals.
- b) **Location:** A satellite dish or antenna may only be located (1) inside Resident's dwelling, or (2) in an area outside Resident's dwelling such as Resident's balcony, patio, yard, etc. of which Resident has exclusive use under lease. Installation is not permitted on any parking area, roof, exterior wall, window, fence, or common area, or in an area that other residents are permitted to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to Resident for Resident's exclusive use. Allowable locations may not provide optimum signal. Owner is not required to provide alternative locations if allowable location is not suitable.
- c) **Safety and non-interference.** Resident's installation: (1) must comply with reasonable safety standards; (2) may not interfere with Owner's cable, telephone, or electrical systems or those of neighboring properties; (3) may not be connected to Owner's telecommunication systems; and (4) may not be connected to Owner's electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching to a portable, heavy object; (2) clamping it to a part of the building's exterior that lies within Resident's leased premises (such as a balcony or patio railing) or (3) any other method approved by Owner. No other methods are allowed. Owner may require that Resident block the satellite dish or antenna with plants, etc., so long as it does not impair Resident's reception.
- d) **Signal transmission from exterior dish or antenna to interior of dwelling:** Resident may not damage or alter the leased premises and may not drill holes through outside walls, door jams, windowsills, etc. If Resident's satellite dish or antenna is installed outside Resident's living area (on a balcony, patio, or yard of which Resident has exclusive use under lease), signals received by Resident's satellite dish or antenna may be transmitted to the interior of Resident's dwelling only by: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); or (3) any other method approved by Owner.
- e) **Workmanship:** For safety purposes, Resident must obtain Owner's approval of (1) the strength and type of materials to be used for installation and (2) the person or company who will perform the installation. Installation must be done by a qualified person, or a company that has workers' compensation insurance and adequate public liability insurance. Owner's approval will not be unreasonably withheld. Resident must obtain any permits required by local ordinances for the installation and comply with any applicable local ordinances and state laws.
- f) **Maintenance:** Resident will have the sole responsibility for maintaining Resident's satellite dish or antenna and all related equipment. Owner may temporarily remove the satellite dish or antenna if necessary to make repairs to the building.
- g) **Removal and damages:** Resident must remove the satellite dish or antenna and all related equipment when Resident moves out of the dwelling. Resident must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the leased premises to its condition prior to the installation of Resident's satellite dish or antenna and related equipment.
- h) **Liability insurance and indemnity:** Resident is fully responsible for the satellite dish or antenna and related equipment. Prior to installation, Resident must provide Owner with evidence of **LIABILITY INSURANCE** to protect Owner against claims of personal injury to others and property damage related to Resident's satellite dish, antenna, or related equipment. The insurance coverage must be no less than \$100,000 (which is an amount reasonably determined by Owner to accomplish that purpose) and must remain in force while the satellite dish or antenna remains installed. Resident agrees to defend, indemnify, and hold Owner harmless from the above claims by others.
- i) **Deposit increase:** A security deposit increase (in connection with having a satellite dish or antenna) may be required by Owner. Resident's security deposit is increased by an additional sum of \$50 to help protect Owner against possible repair costs, damages, or any failure to remove the satellite dish or antenna and related equipment at the time of move-out. A security deposit increase does not imply a right to drill into or alter the Leased Premises. In no case will the total amount of all security deposits Resident pays to Owner be more than that which is allowed by law.
- j) **Installation commencement:** Resident may start installation of satellite dish or antenna only after Resident has: (1) provided Owner with written evidence of the liability insurance referred to in paragraph viii; (2) paid Owner the additional security deposit, if applicable, referred to in paragraph ix; and (3) received Owner's written approval of the installation materials and the person or company who will perform the installation.

21. LIABILITY FOR PACKAGES: Owner is not responsible for the delivery, acceptance, or receipt of, damage to or loss of messages, packages, mail, or other material left at entrances to the premises or elsewhere on the premises.

22. PETS: No animals will be permitted in or about said premises without Owner's prior written consent, and with an executed Pet Addendum outlining applicable charges. Assistance Animals are allowed only after receipt of completed Verification of Disability and execution of Assistance Animal Addendum. Residents are prohibited from feeding stray or wild animals. If resident or any guest violates this Section, Resident will be subject to charges, damages, eviction, and other remedies provided in this lease. If Resident violated this Section or any other animal rules, Resident shall pay an initial charge of \$500 per animal and a daily charge of \$10 per animal from the date the animal was brought into the premises until it is finally removed. Initial and daily animal violation

charges are liquidated damages for Owner's time, inconvenience and overhead in enforcing animal restrictions and rules.

Owner will agree to waive any prohibition pertaining to Pets for Assistance Animals after receipt of a completed Verification of Disability by a certified Health Care Provider providing the Resident agrees to comply with the following provisions:

- a) Resident agrees to provide Owner/Agent with evidence of liability insurance **with Animal Liability Supplement** to protect Owner/Agent against claims of personal injury to others and property damage related to Resident's Assistance Animal(s).
- b) Resident agrees to comply with:
 - i) Health and Safety Code, including vaccination requirements, and
 - ii) All other applicable governmental laws and regulations, including current license(s) and tag(s).
- c) Resident represents the Assistance Animal(s) are quiet, "housebroken" and will not cause any damage or annoy other Residents.
- d) Restrictions by Type of Assistance Animal:
 - i) Dogs: Animal must be interviewed by Management prior to occupancy in order to be approved. Resident(s) understand(s) that the following known violent breeds are not permitted at this community and by signing this Agreement declare(s) that their dog described is not of such breed, whether purebred or mix: **Akita, Alaskan Malamute, American Staffordshire Terrier, Bullmastiff, Chow Chow, Doberman Pinscher, Great Dane, Pitbull, Presa Canario, Rottweiler, Siberian Husky, Staffordshire Bull Terrier, Dogo Argentino, Fila Brasileiro, Shar Peis, Tosa Inu, any Wolf Hybrid or any mix of these breeds;**
 - ii) Cats: Resident understands that **Resident must provide and maintain an appropriate litter box inside the House.**
- e) Resident agrees that Assistance Animal will not be permitted outside the House, unless restrained by a leash. Use of the grounds or premises of Owner for sanitary purposes is prohibited. **Resident must a) take Assistance Animal to a designated area, if any and b) clean up immediately any soil or mess created by Assistance Animal. A \$50.00 labor charge will be billed back to Resident for each instance Management has to clean up after Assistance Animal.**
- f) Resident agrees Assistance Animal shall not be fed on unprotected carpeting within the House. All Assistance Animal food shall be kept inside. Resident shall prevent any fleas or other infestation of the House or other property of owner. Upon move-out the House will be treated for any possible infestation and sanitized if not done by Resident and charged back to Resident in Final Account Statement.
- g) Resident shall not permit Assistance Animal to cause any damage, discomfort, annoyance, nuisance or in any way inconvenience, or cause complaints, from any other Resident, guest, or the public.
- h) Resident agrees to hold Owner harmless for any and all damages or costs in connection with said Assistance Animal and to pay for any and all injuries, losses, damages and/or expenses incurred by or in connection with said Assistance Animal. Furthermore, Resident agrees that at no time shall the Resident apply any part of the additional deposit towards such amounts due, but rather, Resident shall make restitution immediately and separately from such deposit.
- i) In the event that Owner/Agent, contractor, or maintenance personnel need access to the leased House, the Assistance Animal will be confined in the following manner: put in a kennel/crate; removed from premises or as previously specified.
- j) In the event of default by Resident of any of the above terms, Resident agrees, within three days after receiving notice of default from Owner, to cure the default or vacate the premises. Resident agrees Owner may revoke permission to keep said Assistance Animal on the premises by giving Resident written thirty (30) day notice. If the Assistance Animal displays any violent behavior toward anyone, including chasing, biting, growling, or barking at person or person's Pet, Owner/Agent may require the animal to be removed immediately.
- k) Permission to keep Assistance Animal on premises may be revoked at any time by Management if Resident fails to comply with any of these Rules and Regulations. If this privilege is revoked, Resident agrees to remove Assistance Animal within seventy-two (72) hours of receipt of written notice to do so from **Amber Vista Homes.**

23. MOLD NOTIFICATION: It is our goal to maintain the highest quality living environment for our residents. Therefore, know that the Owner has inspected the House prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the House, it can cause mildew and mold to grow. It is important that Residents regularly allow air to circulate in the House. It is also important that Residents keep the interior of the House clean and that they promptly notify the Owner of any leaks, moisture problems, and/or mold growth.

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

- a) Resident agrees to keep the House free of dirt and debris that can harbor mold.
- b) Resident agrees to immediately report to Owner any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
- c) Resident agrees to notify owner of the overflows from the bathroom, kitchen, or House laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
- d) Resident agrees to report to Owner any significant mold growth on surfaces inside the premises.
- e) Resident agrees to allow the Owner to enter the House to inspect and make necessary repairs.
- f) Resident agrees to use bathroom fans while showering or bathing and to report to the Owner any non-working fan.
- g) Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
- h) Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior of the Premises.
- i) Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
- j) Resident agrees to notify the Owner of any problems with the air conditioning or heating systems that are discovered by the resident.
- k) Resident agrees to indemnify and hold harmless the Owner from any actions, claims, losses, damages, and expenses,

including, but not limited to, attorney's fees that they Owner may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

- 24. OWNER'S INSURANCE:** Resident's property is not insured by Owner. Resident is not co-insured and is expressly excluded from any insurance policy held by Owner, which is now in effect or becomes effective during the term of this Agreement. Owner is not responsible for fire, theft, or damage to personal effects, etc. in the premises, laundry, storage lockers, garage, or any portion of the building. For your own protection, always keep all House doors locked.
- 25. RENTER'S INSURANCE:** Resident agrees Resident must maintain, at Renter's own expense, during the Lease term and any subsequent renewal and/or hold-over periods, a renter's, or liability insurance policy, which provides limits of liability to third parties in an amount not less than One Hundred Thousand Dollars (\$100,000) per occurrence. Resident shall name Owner as additional insured under the policy.
- a) Resident understands that Owner's recommended property or liability insurance may not protect Resident, Resident's guests or any occupants against loss or damage to personal property or belongings or cover Resident's liability for loss or damage caused by Resident's actions or those of any occupant of the Premises or guests. Liability insurance does not protect Resident against loss or damage to personal property or belongings, only a renter's insurance policy does. It also does not protect Resident from losses caused by flooding. Flood insurance is different from renter's insurance. For more information regarding renter's insurance or flood insurance, Resident should contact the State Department of Insurance.
 - b) Resident further understands that by not maintaining a renter's or liability insurance policy, Resident will be considered in material default of the Lease and Resident may be further liable to Owner and others for loss or damage caused by Renter's actions or those of any occupancy of guest of the Leased Premises. TO THE EXTENT PERMITTED BY TENNESSEE LAW, RESIDENT, BY EXECUTING THIS LEASE, AGREES TO INDEMNIFY, DEFEND AND HOLD OWNER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES OR LOSSES SUFFERED AS A RESULT OF (I) RESIDENT'S FAILURE TO OBTAIN INSURANCE AS REQUIRED BY THIS PARAGRAPH, WHETHER SUCH CLAIMS, DAMAGES OR LOSSES RESULT FROM OR ARE CAUSED BY RESIDENT OR RESIDENT'S INVITEES, (II) ANY AND ALL MATTERS THAT ARISE IN THE PREMISES AND (III) THE NEGLIGENCE OR WILFUL MISCONDUCT OF RESIDENT AND RESIDENT'S INVITEES.
 - c) All residents are eligible to participate in the Community's Property Damage Liability Waiver Program (the "*Waiver Program*"). Participation in the Waiver Program at \$14.00 per month: (i) waives a resident's obligation under the Lease to purchase and maintain liability insurance in the minimum amount of \$100,000; and (ii) waives a resident's obligation to indemnify the Owner for damages arising from fire, smoke, explosion, water discharge or sewer backup caused by the resident's negligent acts or omissions in an amount up to \$100,000.00.
 - d) The Waiver Program only waives a resident's liability to the Owner and does not waive liability to any third parties. The Waiver Program applies to accidental damage caused by a participating resident's negligent acts or omissions. The Waiver Program also covers up to \$20,000 in damage to personal property and up to \$1,000 in additional living expenses when a participating resident's negligent act causes damage to a unit that makes the unit uninhabitable. The maximum amount covered by the Waiver Program for a claim or series of claims arising out of the same originating cause is \$100,000.00. In no event will the Waiver Program cover liability or loss in excess of \$100,000 that arises out of the same cause; any amount of loss or liability in excess of \$100,000.00 remains subject to the terms of the Lease.
- 26. FIRE SUPPRESSION KITS:** Landlord shall deliver the Premises equipped with an Auto-Out fire suppression kit installed above the stove in the kitchen. This is a safety device designed to aid in extinguishing fires automatically.
- a) Resident shall not remove, tamper with, or obstruct the Auto-Out fire suppression kit. Resident understands that the fire suppression kit is a crucial safety feature, and any interference with its operation may have serious consequences.
 - b) Resident shall be held liable for any and all damages resulting from the removal, tampering, or obstruction of the Auto-Out fire suppression kit. This includes, but is not limited to, damages to the Premises, injuries to persons, and any costs associated with fire suppression or repair.
 - c) Resident acknowledges that the Auto-Out fire suppression kit is the property of Landlord and must remain on the Premises throughout the term of this Lease.
- 27. ACCEPTANCE OF PREMISES:** Resident has inspected the premises, furnishings, and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.
- 28. KEYS:** Resident agrees to pay \$15.00 for each key, \$75.00 for each electronic key fob and \$75.00 for each electronic gate opener lost during residency or not returned at time of vacating. Resident is responsible to ensure access to the premises with key given at time of move-in. Installation of additional door locks is not permitted. Resident should take care not to lock himself/herself out of the Premises as this is not considered an emergency, and after-hours maintenance personnel will not respond to lock outs. Owner reserves the right to assess a \$75.00 charge for replacement of locks due to resident negligence, or to correct any work performed by a locksmith that is not consistent with Owner's repair and product standards. Due to Federal laws prohibiting us from having access to mailboxes, we do not keep copies of mailbox keys.
- 29. CARBON MONOXIDE/SMOKE DETECTION DEVICE:** The premises are equipped with a functioning combination carbon monoxide/smoke detection device(s), fire suppression devices and if applicable, additional safety devices. Resident shall be responsible for testing the carbon monoxide/smoke detection device weekly and immediately report any problems, maintenance or need for repairs to Owner. Resident may not disable, disconnect, or remove any safety device. Resident will be charged \$75.00 for any damaged or missing safety devices. Owner and their Employees shall have the right to enter the premises to check and maintain the carbon monoxide/smoke detection devices as provided by law.

- 30. DESTRUCTION OF OR DAMAGE TO THE PREMISES:** In the event the premises are damaged or destroyed by fire, earthquake or other casualty, this Agreement will terminate, as of the date on which the damage occurs. However, if the damage or destruction is the result of the negligence of the Resident, or his or her invitees, then the Agreement will not terminate, unless notice is given by the Owner, specifying the termination date.
- 31. DELAY IN POSSESSION:** If possession of the Premises is not delivered to you at the beginning of the Lease term for any reason, Owner will not be liable for the delay, nor will this affect this Agreement's validity, or extend the term of the Agreement. However, you will not be obligated to pay Rent or perform any other obligation under this Agreement until we tender possession of the Premises to you. If possession of the Residence has not been tendered to you within seven days from the beginning of the Lease term, you may cancel this Agreement any time before we tender possession of the Residence to you. In the event the Premises is not available on the move-in date due to a prior Resident holding over, or any other cause, Resident's damages will be limited to a return of the security deposit, any holding deposits, and any advance payment of rent.
- 32. WAIVER, MODIFICATION, NON-ENFORCEMENT:** The waiver by Owner of any breach by Resident shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner of the rent with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver of the provisions herein by Owner shall be deemed to have been made unless expressed in writing and signed by all parties to this Lease Agreement. Acceptance by Owner of any rental payment after Resident's breach of any provision of this Contract shall not be deemed a waiver of such provision or any prior or subsequent breach of any provision, other than Resident's failure to make timely payment of the rental installment so accepted, whether or not Owner knew of the prior breach at the time such rent was accepted. **However, per T.C.A. § 66-28-508, if Landlord accepts rent without reservation and with knowledge of a Tenant default, Landlord by such acceptance condones the default and thereby waives Landlord's right and is estopped from terminating this Agreement as to that breach.**
- 33. BREACH OF LEASE:** If Resident breaches this Lease Agreement for any reason, Lessee shall continue paying rent and all other charges for the premises to the end of the term of the lease, whether or not the Premises becomes vacant by reason of abandonment, breach of the lease by Lessee, wrongful termination by Lessee or if the Lessee has been evicted for breach of this lease.
- 34. FINES AND PENALTIES:** Resident is responsible for any fines or other costs occasioned by violations of the law by Resident or Resident's guests on the premises or property while Resident is in possession. If any such fines or costs are levied against Owner, Resident agrees to pay such fines or costs attributed to Resident's tenancy or the conduct of Resident, Resident's guests, or others at the premises, upon receipt of an invoice from Owner. The obligation to pay fines and costs assessed against Owner may be in addition to any assessed directly against Resident. In the event that Owner has already paid fines or costs levied against Owner as of the date Resident is notified of the levy against Owner, Resident shall, within five (5) days of Owner's written demand, therefore, reimburse Owner for the entire sum paid. The obligation to pay fines and costs assessed against Owner may be in addition to any assessed directly against Resident.
- 35. JOINT AND SEVERAL LIABILITY:** The undersigned Resident(s), whether in actual possession of the premises, are jointly and severally liable for all obligations under this Lease Agreement and shall indemnify Owner for liability arising prior to the termination of the Lease Agreement for personal injuries or property damage caused or permitted by Resident(s), their guests, and invitees. This does not waive "Owner's duty of care" to prevent personal injury or property damage where that duty is imposed by law.
- 36. ENTRY AND COOPERATION:** Per T.C.A. § 66-28-403 Owner and/or their Agents and Employee(s) to enter the premises for certain purposes during normal business hours. The Owner will provide written notice to the Resident prior to the entry of the dwelling House whenever required by state law. Resident's non-compliance with Owner's lawful request for entry is a material breach of this Agreement and cause for immediate termination as provided herein and by law. Owner and/or their Employees, agents or contractors may enter the premises without notice in case of emergency or when a) a Resident has abandoned or surrendered the premises, or b) to make necessary or agreed repairs or services, decorations, alterations or improvements, or c) to exhibit the dwelling, provided Resident is given reasonable notice of their intent to enter, with entrance during normal business hours (8:00a.m. to 6:00p.m., Monday through Saturday, except holidays). Notice of twenty-four (24) hours shall be presumed to be reasonable notice, in absence of evidence to the contrary. Resident may be present; however, entry is not conditioned upon such presence and Resident agrees to hold Owner harmless for such entry. Owner shall also have right of access to the Leased Property under the following circumstances: (1) pursuant to a court order; (2) following the fourteen day cure period listed in paragraph 4 herein if Resident fails to cure default; (3) if Resident has abandoned or surrendered the Leased Property; or (4) if Resident is deceased, incapacitated, or incarcerated. Owner shall also be permitted to enter the Leased Property when reasonably necessary during Resident absence for more than seven days. If any of the Utilities have been turned off due to no fault of Owner, Owner and Owner's agents may enter the Leased Property in order to make inspection to ascertain any damages to the Leased Property and to make any necessary repairs of damage resulting from the lack of Utilities. If access to the Premises or the Building is required by any government agency, lender, or insurer to undergo repairs or alterations, or in case of other necessary or agreed repairs, Resident agrees to cooperate fully with Owner so that all such repairs or alterations are made in as expeditious and efficient a manner as possible.
- 37. SALE OF PROPERTY:** In the event of the sale or refinance of the property: if Owner presents to Resident a 'Resident's Certification of Terms - Estoppels Certification,' or other similar Estoppels Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Lease Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner, and stating the modifications, within ten (10) days of written notice. Failure to comply shall

be deemed Resident's acknowledgement that the certificate as submitted by Owner is true and correct and may be relied upon by any lender or purchaser.

- 38. ACTS OF GOD:** Owner shall not be required to perform any covenant or obligation in this Lease, or be liable for damages to Resident, so long as the performance or non-performance of the covenant or obligation is delayed, caused by or prevented by an act of God including, but not limited to earthquakes, fires, floods, storms, wind, hail, wars, civil disturbances, sabotage, epidemics, riots, interruptions, loss or malfunctions of utilities, computer (hardware or software) or communication service, accidents, labor disputes, or governmental actions or force majeure.
- 39. CERTIFICATION:** Resident certifies that the statements made on the application completed and submitted by Resident in connection with this Lease Agreement are true and correct. Falsification of any such statement will render this Lease Agreement null and void. Resident has read and understands the terms and conditions of this Lease Agreement.
- 40. SEVERABILITY:** If any provision of this Contract is legally invalid or unenforceable, then the remaining provisions of this Contract, to the fullest extent allowed by law, shall be valid and enforceable.
- 41. HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT:** TO THE EXTENT PERMITTED UNDER TENNESSEE LAW, RESIDENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER AND AGENT, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, AGENTS, EMPLOYEES, HEIRS, BENEFICIARIES, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL LIABILITIES, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, FINES, PENALTIES, FEES, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES) ASSERTED BY ANY PERSON (INCLUDING WITHOUT LIMITATION RESIDENT OR RESIDENT'S GUESTS AND INVITEES) ARISING, DIRECTLY OR INDIRECTLY, OUT OF (I) ANY ACCIDENT, INJURY OR DAMAGE OCCURRING IN THE COMMUNITY, RESULTING FROM ANY ACTS OR OMISSIONS OF RESIDENT OR RESIDENT'S GUESTS OR INVITEES IN AND AROUND THE COMMUNITY; OR (III) RESIDENT'S FAILURE TO PERFORM ANY COVENANT THAT RESIDENT IS REQUIRED TO PERFORM UNDER THIS LEASE, INCLUDING, WITHOUT LIMITATION, FAILURE TO MAINTAIN THE REQUIRED RENTER'S INSURANCE. THE INDEMNIFICATION OBLIGATIONS OF RESIDENT TO OWNER UNDER THIS SECTION SHALL NOT DEPEND UPON THE EXISTENCE OF FAULT OR NEGLIGENCE BUT SHALL APPLY WHETHER OR NOT RESIDENT, RESIDENT'S GUESTS OR INVITEES, OR ANY OTHER PERSON IS AT FAULT AND SHALL INCLUDE ALL LEGAL LIABILITIES ARISING WITHOUT FAULT.

Resident acknowledges the following:

- a) **Resident Assumes All Risk of Injury to Property** - Resident agrees to assume all risks of loss, injury, or damage of any kind or nature whatsoever to any property belonging to said Resident, including the contents of any leased premises, or to any goods, merchandise, chattels, or any other property now or that may hereafter be upon said leased premises, whether belonging to the Resident or others, and whether such loss, injury, or damage resulting from, including but not limited to, fire, smoke, rain, flood, water damage, storm, hail, ice, snow, lighting, wind, epidemics, explosion, power surges or interruptions, and whether the same be caused by the negligence of the Owner, or any of its employees or agents, or otherwise, and to save and keep harmless the Owner from all claims and suits growing out of any such loss, injury, or damage.
- b) **Condition of Premises** - Owner shall not be liable for any damage occasioned by failure to keep said premises in repair nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam, or other pipes or sewerage or the bursting, leaking, or running of any pipes, tank, or plumbing fixtures, in, above, upon, or about said building or premises; nor for any damage occasioned by water, snow, or ice being upon or coming through the roof, skylights, trap door, or otherwise; nor for any damages arising from acts; or neglect of co-residents, guests, or other occupants of the same building, or of any owners, or occupants, of adjacent or contiguous property.
- c) **Security Measures** - Resident may not rely upon any security measures Owner may take, including video cameras, controlled access gates, courtesy patrol services, or electronic intrusion safety devices, to secure the buildings for Resident's personal safety based on any and all security measures taken at the Community. Resident acknowledges that neither Owner nor any of its agents, employees or representatives has made any representations or warranties, either written or oral, concerning the effectiveness or operability of any security devices or security measures in the Community or any House. Therefore, Resident should act in a reasonable manner to ensure Resident's own safety and that of Resident's guests and the other residents of the Community. Resident agrees to lock Resident's House door when Resident is not there, not to prop open exterior doors, not let unauthorized persons enter controlled entrances, and to notify Owner immediately if Resident sees suspicious activity or anything that causes alarm.
- d) **Resident's Property in Community** - The Owners shall not be liable in any way, or to any extent, or at all, for or on account of any injury to any property at any time in the Community, or for or on account of the destruction of any property at any time in the Community. Resident acknowledges that neither Owner nor any of its agents, employees or representatives has made any representations or warranties, either written or oral, concerning the safety of the Property in the Community or any House. Neither Owner or Manager shall be liable to Resident or Resident's guests for any damage or injury to Resident, Resident's guests, Resident's personal property or to any person entering the Community, for injury to persons or property, including

effects from epidemics or airborne pathogens and damage to vehicles, arising from theft, vandalism, acts of God, acts of terror or casualty occurring in the Community.

Resident acknowledges that Resident has read, understood, and agreed with the above notice.

- 42. PHOTOGRAPHS AND VIDEOS:** Resident consents to Owner's use of photographs and/or video images of the Resident and the Premises, including those taken at functions or events sponsored by the Community, for the purpose of advertising the Community or other similar communities owned or operated by Owner. Owner may use these images in advertising, websites, and social networking sites such as Facebook for marketing and promotional purposes. Resident consents to the publication of these images and waives any claims against Owner for use of such images.
- 43. TRANSFERS:** Transfers are only allowed if Resident is in good standing. If Resident requests to transfer to another Premises during the term of this Lease Agreement, Resident shall incur a one-time, non-refundable Transfer Fee payable to Owner in the amount of **\$150.00**. Only one transfer is allowed per lease agreement term. A separate deposit must be paid for the House being transferred into. Deposit disposition for the House that is being vacated will be done as required by law and any refund will be transferred to the new House's deposit ledger. The deposit may be used to pay Owner for any and all costs to restore the vacated unit to the same condition it was in at the commencement of the Lease Term. These costs include, but are not limited to, painting, cleaning, carpet cleaning, and damage repairs. Failure to pay these costs will result in the transfer request being denied.
- 44. LEASE MODIFICATIONS:** Modifications are only allowed if Resident is in good standing. If Resident requests a modification of their lease during the term of the lease agreement, Resident shall incur a one-time, non-refundable administrative fee payable to the Owner in the amount of **\$100.00** in addition to any applicable application fees. Modifications of the lease include and are not limited to:
- a) Adding an applicant to your lease.
 - b) Removing an applicant from your lease.
- Modifications should be made known to the Owner at least two weeks prior to the requested move in/out date of any new applicants. Modifications are not permitted within 60 days of your lease end date. All parties must sign a change of occupancy form and applicants who wish to be added to the lease must meet the Rental and Occupancy Criteria Guidelines requirements.
- 45. MISSTATEMENTS, OMISSIONS OR FALSE INFORMATION:** Resident is responsible for providing accurate, complete, and fully verifiable information on all documents provided to the Owner including, but not limited to the rental application and this Lease Agreement. Misstatements, omissions, or false information are material breaches of this Lease Agreement.
- 46. CREDIT REPORTS:** As required by law, Resident is hereby notified that a negative credit report reflecting on Resident's credit history will be submitted to a credit reporting agency if Resident fails to fulfill the terms of Resident's lease agreement and credit obligations. Resident expressly authorizes Owner (including a collection agency) to obtain Resident's consumer credit report, which Owner may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.
- 47. ELECTRONIC TRANSACTIONS:** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
- 48. ENTIRE AGREEMENT:** This Agreement, which includes all attachments, constitutes the entire Agreement between the parties and cannot be modified except in writing. Owner nor Agent or Employee of Agent has made any representations or promises other than those set forth herein.
- 49. ATTORNEYS' FEES:** If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, attorneys' fees, plus court costs.
- 50. DISCLOSURE OF ENTITY AUTHORIZED TO MANAGE THE PREMISES AND INFORMATION FOR SERVICE OF NOTICES AND PROCESS:**
- a) The Owner's agent for service of any notices and for service of process is: Chief Financial Officer: 2805 Dickens St. Suite #103 San Diego, CA 92106, phone number (858) 244-0900
 - b) Right Time Homes: 2805 Dickens St. Suite #103 San Diego, CA 92106, phone number (858) 244-0900, or any successor management company appointed by Owner is authorized to manage the Premises.
 - c) Unless otherwise specified in this agreement, for any obligations Resident has to Owner, Resident shall tender their performance to the agent identified in this paragraph as the entity authorized to manage the Premises. For example, if Resident is required to seek Owner's written permission before engaging in certain conduct, Resident shall seek such permission from the agent identified in this paragraph as the entity authorized to manage the Premises. The agent identified in this paragraph as the entity authorized to manage the Premises is authorized to act on behalf of Owner with respect to all of Owner's obligations under this Agreement.

- d) **ADDENDA:** Resident(s) acknowledges receipt of applicable addenda, which are attached hereto, and are incorporated as part of this Agreement.

This is an important legal document creating valuable rights and obligations. If you have any questions about it, you should review it with your attorney. The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

Date	Resident Signature
Date	Resident Signature
Date	Resident Signature
Date	Resident Signature
Date	Resident Signature
Date	JOL, LLC, Hunter Ayyad, Vice President

THESE POLICIES MAY BE AMENDED OR ADDED TO AT ANY TIME, UPON WRITTEN THIRTY (30) DAY NOTICE BEFORE THE PROPOSED EFFECTIVE DATE OF THE CHANGE. ANY INFRACTION OR VIOLATION OF THESE POLICIES CAN LEAD TO AN IMMEDIATE NOTICE TO COMPLY, OR MAY CONSTITUTE GROUNDS FOR TERMINATION OF YOUR TENANCY.

YOUR COOPERATION IS APPRECIATED.

RIGHT TO ENTER FOR SHOWINGS DISCLOSURE

THIS AGREEMENT made and entered into between **JOL, LLC**, "Landlord" and **Md Musfigur Rahman Sazal and Rifath Sultana Anika** "Tenant(s)."

Tenant(s) is(/are) renting from Landlord the Property located at: **1943 Inspiration Road, Knoxville, TN, 37932**

LANDLORD'S DISCLOSURE:

Landlord reserves the right to enter the premises, with at least 24 hours of notice, to show the rental property to prospective tenants within 30 days of termination of the lease.

Tenant(s) accepts the disclosure presented above as required notice.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

JOL, LLC Date

Tenant Date

Tenant Date

Tenant Date

SECURITY DEPOSIT HOLDINGS

THIS AGREEMENT made and entered into between JOL, LLC, "Landlord" and Md Musfiqur Rahman Sazal and Rifath Sultana Anika "Tenant(s)."

Tenant(s) is(/are) renting from Landlord the Property located at: 1943 Inspiration Road,Knoxville,TN,37932

LANDLORD'S DISCLOSURE:

The security deposit in the amount of \$1,250.00 will be held in an ☐ interest bearing ☐ non-interest bearing account at First Republic Bank .

Security Deposit shall remain in this account unless transferred to a similar account with another bank or financial institution until the termination of this Lease. In the event that funds are transferred to another bank, Landlord shall notify Tenant in writing, the name of the new bank or financial institution. Security Deposit may be used by Landlord toward payment of any damages to the Leased Property incurred during the Lease Term, normal wear and tear excepted.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

JOL, LLC _____ Date

Tenant _____ Date

Tenant _____ Date

Tenant _____ Date