



Property ID: tn14830
Tenant ID: t0057050

LEASE SUMMARY

LEASE INFORMATION	
Property Address (the "Property"):	301 Upper Mill Drive Antioch, TN 37013
Lease Start Date:	December 01, 2023
Lease End Date:	December 02, 2024
MONTHLY RENT	
Rent:	\$2,240.00
Pet Rent:	\$0.00
Rent Tax:	\$0.00
Utility ¹ Service Fee:	\$10.49
Utilities	[Varies]
Pool Maintenance Fee:	\$0.00
Other:	\$0.00
Total Monthly Rent (collectively, "Rent"):	\$2,250.49
DEPOSITS	
Security Deposit:	\$1,550.00
Other:	\$0.00
Total Deposit ² :	\$1,550.00
MOVE-IN FUNDS	
DUE NO LATER THAN 24 HOURS BEFORE LEASE START DATE	
Prorated Rent:	\$0.00
Other:	\$0.00
Total:	\$0.00
MISCELLANEOUS	
Early Termination Fee (Section: (1)(f)(iii))	Two times the monthly rental amount
Late Fees (Section: 2(e))	10.00 % Amount Past Due
Non-Sufficient Funds ("NSF") Fee (Section: 2(f))	\$30.00
Trip Charge (Section 6(a)(i))	\$75.00
Waiver Program Fee	\$7.50
ADDENDA	
Insurance, Indemnification and Property Damage Liability Addendum	X
Utility Addendum	X

¹ Please see Residential Lease Agreement where applicable for complete terms and conditions of utility service at the Property.

² Financial Institution, address, and account number where Deposit located: City National Bank 8641 Wilshire Blvd., Suite 101 - Beverly Hills, CA 90211





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Payment Methods.

1. Online options available on Resident Portal (additional fees may apply)
(<https://americanhomes4rent.securecafe.com/residentservices/apartmentsforrent/userlogin.aspx>).
2. Cashier's check, money order, personal check, or bill pay check made payable to "American Homes 4 Rent":
 - a. Address for Payment:
 - i. Regular Mail: P.O. Box 95698, Las Vegas, NV 89193
 - ii. Overnight Mail: Accounts Receivable, 280 Pilot Road, Suite 200, Las Vegas NV 89119
3. Cash payments are **NOT** accepted.



AMH.com
Lease Summary



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LANDLORD INFORMATION			
Owner:		AH4R-TN 3, LLC	
Agent (together with Owner, collectively "Landlord"):		AH4R Management - TN, LLC	
Property Management Office Address ("Address for Notice"):		1657 Murfreesboro Pike Ste 1657A Nashville, TN 37217	
Property Management Office Phone Number:		(615) 349-9579	
HOUSEHOLD INFORMATION			
Resident(s) (individually and collectively, "Resident")			
Name:		Email:	Phone:
Lauren Bowling		lbowling1988@yahoo.com	(615) 887-1860
Paul Ash		specializedfsr1@gmail.com	
Additional Occupant(s) (individually and collectively, "Occupant")			
Name:		Over 18 years of age (Yes or No):	
Pet(s)			
Type:	Breed:	Name:	Weight:
Assistance Animal(s):			
Type	Breed	Name	Weight
Vehicle(s)			
Make:	Model:	Year:	License Plate:
Referring Broker (if applicable)			



TENNESSEE RESIDENTIAL LEASE AGREEMENT

Landlord and Resident (each, a “Party” and, collectively, the “Parties”) agree that Resident will lease the Property from Landlord on the terms and conditions contained in this lease, which consists of the Lease Summary, this Residential Lease Agreement, and any addenda or other provisions attached hereto or incorporated by reference herein (collectively, this “Lease”). All capitalized terms used in this Lease that are not otherwise defined shall have the meanings given to them in the Lease Summary. All references in this Lease to “Applicable Law” shall mean all applicable laws, ordinances, and rules and regulations enacted now or hereinafter by any governmental authority or homeowner association (“HOA”) with jurisdiction over the Property. By signing this Lease, Resident acknowledges and agrees that Resident has read, understood, and accepted all of terms and conditions of this Lease.

1. **TERM.** The term of this Lease will begin on the Lease Start Date and end on the Lease End Date at 5:00 p.m. (the “Term”), unless otherwise renewed or terminated under the terms of this Lease, by written agreement of the Parties, by Applicable Law, or as otherwise provided in this Section 1.

a. **Delaying Possession.** If Landlord is unable to deliver possession of the Property on the Lease Start Date for any reason, Landlord shall not be default under this Lease or liable to Resident for such delay and this Lease shall remain in force subject to applicable law and the following:

- i. Rent shall abate on a daily basis during the delay; and
- ii. If the delay in possession extends for more than fourteen (14) days, this Lease may be terminated by either Party by written notice and be of no further force or effect, and the Parties will have no further obligations hereunder.

In the event this Lease is terminated under Section 1.a.ii., all prepaid monies will be returned to Resident. Resident shall not have the right to abate Rent or terminate this Lease because of cleaning or repair delays which do not prevent occupancy by Resident. If Landlord provides a Rent abatement under this Section, the same shall not be a waiver by Landlord of its right to collect the full Rent due under this Lease for any other month.

b. **Resident’s Refusal to Occupy.** If Resident refuses to take possession of the Property, Landlord shall have the right,

subject to Applicable Law, to retain Resident’s Security Deposit and all other amounts collected. Landlord’s retention of this amount is not a penalty. The Parties acknowledge and agree that Landlord’s actual damages from Resident’s refusal to occupy the Property would be difficult to determine with any certainty, and this amount is a reasonable estimate of Landlord’s costs and expenses necessarily incurred as a result of Resident’s refusal to occupy, including Landlord’s lost rent and costs of reletting the Property. Landlord’s acceptance of Resident’s Security Deposit and such other collected amounts does not waive Landlord’s right to exercise any other remedies available at law or under this Lease.

c. **Renewal.** Prior to the expiration of the Term, or any renewal thereof, Landlord may propose renewal options to Resident. If Resident desires to accept a renewal option and renew the Lease, Resident will be required to execute a renewal lease agreement, a lease addendum or other document evidencing the terms and conditions of the renewal lease (“Renewal Lease”). Oral notice of acceptance of a renewal option is not sufficient under any circumstances. Time is of the essence for providing notice of acceptance of renewal and strict compliance with the dates by which such notice must be provided is required. Resident is further required to provide written notice of any requested change to the Renewal Lease such as the addition or omission of occupants or pets, at least thirty (30) days prior to the Renewal Lease commencement date. Any such changes are subject to Landlord approval.

d. **Automatic Renewal.** This Lease will automatically renew on a month-to-month basis at the end of the Term and, subject to Applicable Law if Resident has not otherwise renewed and/or advised of applicable changes pursuant to Section 1.c. or if the Lease has not terminated pursuant to Section 1.e. In the event the Lease renews on a month-to-month basis, Rent for the subsequent renewal term(s) shall increase at the sole discretion of the Landlord by an amount not less than ten percent (10%) of the current monthly Rent, unless otherwise restricted by applicable law.

e. **Notice of Termination.** If Resident wants to vacate the Property and terminate the Lease without further liability to Landlord for Rent, Resident must give written notice to Landlord at least sixty (60) days before the end of the Term [thirty (30) days for a month-to-month lease] of Resident’s



intent to vacate the Property. Oral notice of termination is not sufficient under any circumstances. Time is of the essence for providing notice of termination and strict compliance with the dates by which such notice must be provided is required. Any termination notice from Resident may not be revoked without Landlord's written consent. The Landlord reserves the right to terminate this Lease at the end of the Term for any reason.

f. **Early Termination.** Subject to Applicable Law Resident may terminate this Lease before the Lease End Date under the following conditions and by following these procedures:

i. Resident gives Landlord written notice of the early termination at least sixty (60) days before the date that Resident desires to end the Lease (the "Early Termination Date");

ii. Resident is not in default of this Lease both when Resident gives the notice and on the Early Termination Date;

iii. Resident pays to Landlord an early termination relet charge (the "Relet Charge") as set forth in the Lease Summary within ten (10) days of giving notice of early termination;

iv. Resident continues to pay to Landlord all Rent and other amounts when due, through the Early Termination Date;

v. Resident vacates and surrenders the Property on or before the Early Termination Date.

Resident may not terminate early under this Section 1.f. if there are less than three (3) months remaining on the Term. Early termination shall not release Resident from any liability for damage to the Property or from the payment of Rent and other amounts when due, through the Early Termination Date. The Relet Charge is not a lease cancellation fee or penalty. The Parties acknowledge and agree that Landlord's actual damages from the early termination of this Lease would be difficult to determine with any certainty, and the Relet Charge is a reasonable estimate of such damages, including Landlord's lost rent and costs of reletting the Property.

Resident may have special statutory rights to terminate this Lease early in certain situations involving military service and domestic violence or in accordance with other state laws.

g. **Holdover.** If Resident fails to timely vacate the Property after giving to Landlord, or receiving from Landlord, notice of termination, then Resident shall be considered a tenant at sufferance and the holdover will not constitute a renewal or an extension for any further term. Rent during the holdover period will be two times (2x) the monthly Rent, calculated daily, and will be immediately due and payable without notice or demand ("Holdover Rent"). Resident subject to applicable law, will indemnify Landlord and Landlord's prospective new residents of the Property for any damages, including, without limitation, lost rent, lodging expenses, moving fees, costs of eviction, and attorney's fees. Landlord does not consent to any holding over by Resident. Neither this Section, nor acceptance of Holdover Rent limits or waives any other rights or remedies of Landlord.

2. RENT.

a. **Move-In Funds.** Resident shall pay the Move-In Funds specified in the Lease Summary at least 24 hours before the Lease Start Date. If Resident does not timely pay the Move-In Funds, or if those funds are rejected, cancelled or dishonored for any reason, at Landlord's election this Lease shall be terminated and of no force or effect and Landlord shall have the right, subject to Applicable Law, to retain Resident's Security Deposit and all other amounts collected. Landlord's retention of this amount is not a penalty. The Parties acknowledge and agree that Landlord's actual damages from Resident's failure to pay the Move-In Funds and take possession of the Property would be difficult to determine with any certainty, and this amount is a reasonable estimate of Landlord's costs and expenses necessarily incurred as a result of Resident's failure to pay the Move-In Funds and take possession of the Property, including Landlord's lost rent and costs of reletting the Property. Landlord's acceptance of Resident's Security Deposit and such other collected amounts does not waive Landlord's right to exercise any other remedies available at law or under this Lease.

b. **Rent.** Resident shall pay the Rent specified in the Lease Summary each calendar month. Rent and all other amounts to be paid by Resident to Landlord under this Lease are due and payable without notice, demand, deduction, or offset, except as required by state law, on or before the 1st day of each month.

c. **Additional Rent.** In addition, Resident will pay, as Additional Rent:

i. All other sums, fees and/or charges required to be paid by Resident under this Lease including, without limitation, those sums, fees and/or charges identified in the Lease Summary and Sections 2, 4, 6 and 7;

ii. All expenses which Landlord may suffer or incur by reason of any default by Resident under this Lease, including, without limitation, the costs of repairing damage to the Property caused by Resident or Resident's guests, the costs of remedying HOA and/or municipal code violations caused by Resident or Resident's guests, the cost of any HOA fees or municipal fines; and

iii. All other charges permitted by this Lease and Applicable Law, including, without limitation, reasonable attorney's fees and court costs.

All sums, fees and/or charges due under this Section shall be deemed to constitute Additional Rent. Additional Rent, whether the amount of the sum, fee and/or charge be fixed or variable to be paid by Resident to Landlord on a recurring monthly basis is due and payable without notice, demand, deduction, or offset, except as required by Applicable Law, on or before the 1st day of each month. Non-recurring Additional Rent to be paid by Resident to Landlord is due and payable without notice, demand, deduction, or offset, except as required by Applicable Law, upon demand/within five (5) days of demand.

iv. **Notice Pursuant to T.C.A. 66-28-301.** If Resident fails to pay rent by the end of the fifth calendar day of the month, Landlord, at their election may file a detainer warrant immediately. Resident expressly waives all notice under T.C.A. 66-28-301.

d. **Administrative and Other Fees.** The Administrative Fee that may be part of Resident's Move-In Funds covers Landlord's administrative costs, including employee time and other costs associated with preparing the Property for occupancy, entering Resident's data into Landlord's information systems, and other related costs. The Administrative Fee is nonrefundable and is considered Additional Rent. Landlord also may charge reasonable fees for the right to have pets at the Property and for the use of certain amenities. All such fees are nonrefundable and considered Additional Rent.

e. **Late Fees.** If in any month Resident does not pay and Landlord does not receive all Rent and other amounts due under this Lease on or before the 5th day of the calendar

month, Resident shall be assessed a Late as set forth in the Lease Summary. The Late Fee is not a penalty. The Parties acknowledge and agree that Landlord's actual damages from Resident's failure to pay Rent and other amounts when due would be difficult to determine with any certainty, and the Late Fee is a reasonable estimate of such damages, including the lost time value of monies owed, employee time and other costs associated with tracking late amounts, giving notice of late amounts and other collection-related activities. The Late Fee does not constitute a waiver by Landlord of Landlord's remedies or of the due date of the payment of Rent and other amounts.

f. **Non-Sufficient Funds ("NSF") Fees.** If a check from Resident is returned or dishonored by a bank on which it was drawn for any reason, if any credit card or debit card payment from Resident is rejected or canceled (collectively "NSF Payment"), or if Landlord is unable, through no fault of Landlord or its bank, to successfully process any ACH debit, then Resident shall be assessed an NSF Fee as set forth in the Lease Summary.

The NSF Fee does not constitute a waiver by Landlord of Landlord's remedies or of the due date of the payment of Rent and other amounts.

g. **Procedure for Payment.** Payment shall be made at the Address for Payment or Property Management Office provided in the Lease Summary. Payment shall be made by the methods described in the Lease Summary. If Resident delivers Rent or any other payment hereunder by mail, Resident assumes the risk that the Rent or other payment is lost or delayed in delivery, and Resident shall be liable and responsible for the failure to make such lost or delayed Rent or other payment including but not limited to incurring late fees.

h. **Online Payment Policy.** Resident acknowledges and agrees that:

i. Online payment options offered through the Resident Portal are a convenience, Resident's ability to pay online is not guaranteed, and Landlord reserves the right to cease accepting online payments in its sole and absolute discretion;

ii. Additional fees may apply for online payment options;

iii. Online payments may not be applied to Resident's account until the following business day;

iv. If Resident is unable to complete an online payment for any reason, any resulting late fee will not be waived;

v. If Resident has a NSF Payment Landlord may, in its sole and absolute discretion, and without notice revoke Resident access to online payment options and require Resident to pay such overdue amount and any subsequent Rent or other amounts due under this Lease in certified funds (e.g., cashier's check or money order) ("Certified Funds"); and

vi. If a payment is not received on or before its due date, Landlord reserves the right, subject to Applicable Law, to revoke access to online payment options in its sole and absolute discretion and without notice to Resident.

This Section 2.h. does not limit Landlord from seeking other remedies at law or under this Lease for Resident's failure to make timely payments with good funds.

i. **Certified Funds Policy.** If Resident fails to timely pay any amounts due under this Lease or if Resident has a NSF Payment, Landlord may without notice require Resident to pay such overdue amount and any subsequent Rent or other amounts due under this Lease in Certified Funds. This Section 2.i. does not limit Landlord from seeking other remedies at law or under this Lease for Resident's failure to make timely payments with good funds.

j. **Application of Funds.** Regardless of any notation made by Resident on a check or payment remittance, and subject to Applicable Law, Landlord may apply funds received from Resident (including the Deposit) in any manner at the sole discretion of the Landlord, including but not limited first to amounts that are not considered "Rent" by this Lease or Applicable Law, then to delinquent Rent and then to current Rent.

k. **Acceptance of Partial Rent Payment.** Resident shall pay Rent and all other amounts due in full. Landlord's acceptance of a partial payment, subject to Applicable Law, shall not forfeit Landlord's right to collect the balance due and will not waive Resident's breach of this Lease or otherwise limit Landlord's right to pursue any available remedy, including eviction. Landlord reserves the right to reject any partial payment.

3. **DEPOSIT.** Subject to Applicable Law Resident shall pay the Deposit specified in the Lease Summary within 24 hours of

Lease execution as security for Resident's payment and performance of Resident's obligations under this Lease. If Resident fails to pay the Deposit or if those funds are rejected, cancelled or dishonored for any reason, Landlord may declare this Lease null and void and of no force or effect. The Deposit is not advanced rent and cannot be applied to Rent or any other amount by Resident.

a. **Refund of Deposit.** After the Lease terminates and Resident vacates and returns possession of the Property to Landlord, the Deposit or any balance thereof, shall be returned to Resident within the time period prescribed by Applicable Law or, if no such time period is prescribed by Applicable Law, within thirty (30) days after Resident vacates and surrenders possession of the Property to Landlord. Subject to Applicable Law surrender of the Property occurs when Resident vacates the Property, removes all personal property and returns all keys, garage door remotes, mailbox keys and other access devices.

Landlord shall provide to Resident a written statement accounting for any deductions as required by Applicable Law. Any balance of the Deposit shall be sent to the forwarding address provided by Resident or, if no such address was provided, to the Property. If Resident consists of two or more individuals, all such individuals agree that only one written statement shall be sent by Landlord and Landlord shall pay any refund of the Deposit after applying all deductions, by one check jointly payable to all Residents.

All or a portion of Resident's Deposit may be retained by Landlord for unpaid Rent and other amounts due under this Lease, damages to the Property beyond ordinary wear and tear, including the cost to Landlord to perform maintenance or repairs for which Resident is responsible under Section 6(b), and other withholdings permissible under this Lease and Applicable Law. Landlord's retention of the Deposit shall not limit Landlord's right to proceed against Resident for claims above the amount of the Deposit.

Upon sale or transfer of the Property by Landlord and transfer of the Deposit to the new owner, Resident shall look solely to such new owner, and not to Landlord, for a refund of the Deposit.

b. **Interest.** Landlord shall not pay interest on the Deposit unless required by Applicable Law. Landlord shall not hold the Deposit in trust, nor deposit it in a segregated account, unless

required by Applicable Law. Subject to Applicable Law, Landlord may place the Deposit in an interest-bearing or income-producing account in the name of Owner and any interest or income earned will be paid to Owner.

4. UTILITIES. Resident shall pay for all utilities and services supplied to and or consumed at the Property during the Term and any renewal or holdover thereof, including, but not limited to, water, sewer, electricity, gas, wastewater, garbage, internet, television, and security. Before signing this Lease, Resident is responsible for determining that all necessary utilities are available to the Property and adequate for Resident's use.

Resident acknowledges and agrees that Landlord may establish and maintain all or certain utility accounts servicing the Property (including, but not limited, to water, sewer, electricity, gas, wastewater and garbage) in the name of Landlord or its affiliate. For any such utility, Resident shall, subject to Applicable Law, pay or reimburse Landlord, as Additional Rent, for all utility charges incurred at the Property and any third party service provider account set-up and service fees incurred for the administration, billing, overhead and similar expenses and charges incurred by Landlord for providing and processing utility bills.

Please see Utilities Addendum for complete terms and conditions governing utility accounts in the name of Landlord or its affiliate.

For utilities not in the name of Landlord or its affiliate, Resident shall establish and maintain such utility accounts in Resident's name and shall be responsible for any and all charges, deposits, fines and penalties associated with such utilities during the Term, or any renewal or holdover thereof.

Resident shall use utilities only for ordinary household purposes and shall not waste them. Resident shall not tamper with, adjust or disconnect any metering or submetering system or service.

5. CONDITION OF PROPERTY. Resident shall examine the physical condition of the Property and advise the Landlord in writing of any defects before taking possession. The taking of possession of the Property shall be conclusive evidence that the Property was in clean, safe and in satisfactory and habitable condition at the time such possession was taken and that Resident accepted the Property, including all appliances, landscaping, fixtures, improvements, equipment, and hardware

AS IS, WITH ALL FAULTS. Except as expressly provided herein and as required by Applicable Law, Landlord makes no express or implied warranties regarding the condition of the Property.

6. REPAIRS AND MAINTENANCE.

a. Landlord Maintenance Obligations. Landlord shall maintain the Property in accordance with Applicable Law and, to the extent provided at the Property and owned by Landlord, shall repair or replace or remedy conditions related to the roof, foundation, structural components, ceilings, front and back doors, locks, HVAC system, electrical system, plumbing system, hot water heater, exterior paint, siding, fencing, pool, spa and hot tub. Landlord's maintenance, remediation, repair, and replacement obligations specifically exclude fireplaces, water softeners, internal and external water dispensers, ice makers, bathtub jets and motors unless otherwise required under Applicable Law. Subject to Applicable Law, decisions related to the character, nature, necessity or extent of any, repair, maintenance, replacement or remediation action shall be within the sole discretion and judgment of Landlord. Subject to Applicable Law, nothing herein shall be interpreted as placing an obligation on Landlord to repair, replace, maintain or remediate conditions on the Property such that the Property is placed in the same condition as prior to the need for the repair, replacement, maintenance or remediation arose.

i. Trip Charge. Subject to Applicable Law, if a repair person scheduled by Landlord is unable to access the Property after making arrangements with Resident to complete a repair, Resident shall be assessed a Trip Charge as set forth in the Lease Summary. The Trip Charge is not a penalty. The Parties acknowledge and agree that Landlord's actual damages from Resident's failure to provide access to Landlord's repair person would be difficult to determine with any certainty, and the Trip Charge is a reasonable estimate of such damages, including costs incurred from vendors, employee time and other costs associated with scheduling, traveling to and performing a repair. Resident's refusal to provide Landlord, Landlord's Agents or Landlord's Vendors access to the Property to perform repairs or Resident's interference with Landlord, Landlord's Agents or Landlord's Vendors ability to perform repairs on the Property constitutes a breach of the Lease.

ii. Pest Control. Subject to Applicable Law, after delivery of the Property Landlord shall provide pest control only to address infestations that compromise the structural integrity of the Property (e.g., termites, carpenter ants, etc.).



iii. **Pool.** Any pool, spa or hot tub (collectively, "Pool") provided at the Property and owned by Landlord, shall be maintained by Landlord and Resident shall pay to Landlord, as Additional Rent, the Pool Maintenance Fee specified in the Lease Summary. Resident shall provide the Landlord with reasonable access to the Property to maintain the Pool.

iv. **Replacement of Fixtures.** Landlord reserves the right to replace any provided furnishings, appliances or fixtures with similar items, in Landlord's sole and absolute discretion. Landlord is not required to replace any such furnishings, appliances or fixtures with the same brand, style, grade, color or accessories, so long as the replacement is fit for its particular use.

v. **No Duty to Maintain Resident Property.** To the extent allowed by law, Landlord shall have no duty to maintain, repair or replace any appliances or other personal property owned or placed at the Property by Resident or damaged by Resident, their guests or invitees.

b. Resident Maintenance Obligations.

i. **Repair Requests.** Resident shall make requests for repairs by telephone to (855) 254-2447 or online at <https://www.americanhomes4rent.com/ResidentPortal>.

Resident must notify Landlord immediately of any malfunction or damage caused by fire, water or similar cause and of any water leaks, water intrusion events, suspected mold growth, electrical problems, heating problems, broken locks or latches or other condition that may pose a hazard to health, property or safety.

ii. **General Maintenance.** Resident shall maintain the Property in good condition and in accordance with Applicable Law and be responsible for replacing all consumables used therein (light bulbs, filters, batteries, etc...). Resident's general maintenance obligations shall also include, without limitation: (a) keeping the Property in a clean and sanitary condition; (b) keeping drains clear and free of hair, obstructions and any foreign matter; (c) promptly disposing of all garbage and recyclable materials in appropriate receptacles; (d) using all appliances, fixtures and equipment at the Property in a safe manner and only for the purposes for which they are intended; (e) cleaning all appliance and HVAC vents, filters and fans; (f) supplying and replacing all HVAC filters at least once every three months; (g) supplying and replacing all light bulbs and

fluorescent tubes; (h) supplying and replacing all batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes and other devices; (i) taking appropriate action to promptly eliminate any dangerous condition at the Property and immediately notifying the Landlord of the existence of such dangerous condition; (j) maintaining appropriate levels of necessary chemicals, salt or other matter in any water softener; (k) maintaining and repairing all windows, storm and screen doors; (l) maintaining and repairing all internal and external water dispensers and ice makers; (m) maintaining and repairing washers and dryers; (n) maintaining, repairing and/or replacing any window screens; (o) maintaining, repairing and/or replacing any shower rods; (p) repairing all clogged drains and toilets, except when caused by roots or fixture breakdown not attributable to Resident; (q) winterizing the Property (e.g., in winter months, maintain minimum levels of heat to prevent freezing of water in pipes and outdoor spigots, wrap outside water main, remove snow and ice, etc.); (r) repairing or replacing sprinkler heads and above ground irrigation; (s) repairing or replacing mailboxes and paying for community or group mailbox keys; (t) replacing any misplaced or lost keys; (u) promptly removing any interior standing water; (v) knowing the location and operation of the main water shut-off valve and using it to mitigate any potential damage; (w) knowing the location and operation of electric breakers to mitigate any potential damage; and (x) paying for any periodic and/or preventative pest control and/or extermination services desired by Resident; (y) not store any flammable or hazardous materials on the property, and not store personal property in a manner or in amounts which increase the risk of fire, impedes proper air circulation, impedes safe ingress and egress, overloads floors or otherwise creates the potential for damage to the unit or danger for the Residents.

iii. **Mold Prevention.** Resident shall use best efforts to prevent conditions at the Property that could create an environment conducive to mold growth, including, but not limited to: (a) controlling indoor temperature and humidity by maintaining fresh air circulation, using the HVAC system during hot weather and not running the air conditioner with windows or doors open; (b) not disconnecting, altering or otherwise changing the HVAC system, bathroom and kitchen exhaust fans; (c) arranging furniture so as to not block airflow or thermostats; (d) not storing paper and cardboard in unventilated areas; (e) drying surfaces that develop condensation immediately; (f)

using bathroom fans when showering; (g) preventing elevated levels of humidity from humidifiers; (h) placing saucers underneath houseplants and avoiding excessive numbers of houseplants; (i) preventing rainwater from entering the Property; (j) cleaning and drying any damp surfaces, carpeting or personal property immediately; (k) not bringing any personal property into the Property that contains mold; and (l) inspecting the Property on a regular basis for evidence of mold.

If small areas of mold or mildew are present or occur on non-porous surfaces (e.g., bathtub areas, windowsills, ceramic tile, Formica, vinyl flooring, metal, wood, plastic, etc.), Resident agrees to thoroughly clean the affected area with detergent and water, drying completely. Substantial mold growth and mold growth on porous or absorbent material (e.g., sheetrock, ceilings, carpet, etc.) should not be cleaned in this manner. Resident shall notify Landlord in writing immediately of substantial mold growth or mold growth on porous or absorbent material.

Landlord is not responsible for the consequences of any conduct of Resident that leads to or exacerbates mold growth, and Resident shall indemnify and hold harmless Landlord from any loss related to such conduct. Resident shall promptly report to Landlord, in writing, any actual or potential moisture or mold problem, regardless of what may have caused such problem. Failure to make a prompt written report of any such potential moisture or mold problem constitutes a default and an unconditional waiver and release of claims relating to the unreported conditions.

See website of United States Environmental protection Agency at <https://www.epa.gov/mold> for additional information.

iv. **Pests and Bed Bugs.** As a condition of Resident's occupancy, Resident represents either that: (a) Resident is not aware of any infestation or the presence of pests or bed bugs in current or previous living spaces or dwelling, and all personal property that will be brought into the Property is free of pests or bed bugs or (b) Resident previously lived where pests or bed bugs were present and all personal property that will be brought into the Property has been successfully treated by a licensed pest control professional and is now free of any pest or bed bug infestation. Resident agrees to take all reasonable steps to maintain the cleanliness and proper housekeeping of the Property to ensure conditions are not conducive to the presence, proliferation or infestation of insects, bed bugs, rodents, or other pests. Subject to state law,

the taking possession of the Property shall be conclusive evidence that the property was free of bed bugs at the time possession was taken. Resident shall be responsible for the cost of the extermination of insects, bed bugs, rodents, or other pests if caused by the actions, inactions, misuse, misconduct, neglect, or want or ordinary care of Resident, Resident's guests or Resident's invitees. Resident shall immediately notify Landlord, in writing, of any pest or bed bug infestation and shall comply with any pest or bed bug eradication plan as presented by Landlord's licensed pest control vendor, including but not limited to, granting Landlord or Landlord's pest control vendor necessary access to the Property for inspection and treatment; preparing the Property for treatment pursuant to Landlord and/or Landlord's pest control vendor's request; and permanently removing any infested personal property from the Property upon Landlord's request.

v. **Yard Maintenance.** Resident shall maintain the yard, including, but not limited to, all gardens, lawns, shrubbery, bushes, flowers, trees, rocks or other landscaping features and foliage on or encroaching on the Property or any easement appurtenant to the Property (with the exception of any common areas that are maintained by an HOA) in accordance with Applicable Law. Resident's yard maintenance obligations shall also include, without limitation: (a) edging; (b) lawn mowing; (c) lawn fertilization; (d) weed control; (e) shrub, bush and tree trimming; (f) debris and fallen leaf, stick and branch removal; (g) snow and ice removal; (h) pest control; (i) gutter cleaning; (j) mulch replacement and (j) watering on a regular and routine basis in accordance with Applicable Law.

vi. **Pool.** Resident shall keep any Pool in a clean and organized manner and shall take reasonable measures to keep all vents, drains and filters clear from obstruction and debris. Resident shall provide Landlord access to the Property as required for Landlord to maintain the Pool and Resident shall not alter the settings or placement of any Pool equipment. Resident shall not remove, alter, destroy, damage, or otherwise modify any pool safety fencing, enclosure screens, gates, or barriers.

vii. **Failure to Maintain.** Resident shall be responsible for and shall pay any maintenance costs incurred by Landlord at the Property as a result of Resident's failure to maintain the Property as required under this Lease or as otherwise caused by the actions, inactions, misuse, misconduct, neglect, or want or ordinary care of Resident, Resident's guests



or Resident's invitees. Failure to Maintain the Property as required under this Lease constitutes a breach of the Lease.

7. OCCUPANCY AND USE.

a. **Occupancy.** The only person(s) Resident may permit to occupy the Property during the Term of this Lease are those listed as Resident or Occupant on the Lease Summary. Resident must obtain the prior written consent of Landlord to change residents or add occupants, which consent may be withheld in Landlord's sole and absolute discretion.

b. **Pets.** Subject to Applicable Law, Resident is permitted to keep at the Property those pets listed on the Lease Summary, subject to the terms and conditions of this Section 7. Resident must obtain the prior written consent of Landlord to add or remove pets.

i. **Pet Deposit or Nonrefundable Pet Fee.** Subject to Applicable Law, for each authorized pet, Resident shall pay to Landlord a one-time Pet Deposit or Nonrefundable Pet Fee as specified in the Lease Summary. The Nonrefundable Pet Fee, if charged, is not a deposit.

ii. **Pet Rent.** Subject to Applicable Law, for each authorized pet, Resident shall pay to Landlord, as Additional Rent, the Pet Rent specified in the Lease Summary. Pet Rent is not considered payment for any damage done by any pet to the Property.

iii. **Rules.** Resident acknowledges and agrees that, subject to Applicable Law: (a) no more than three pets are permitted at the Property; (b) certain dog breeds are not permitted, including Pit Bulls, Staffordshire Terriers, Rottweilers, German Shepherds, Chow Chows, Doberman Pinschers, Akitas, Wolf-hybrids, and any mix containing one of these breeds; (c) livestock and poisonous, wild, or exotic animals are not permitted; (d) pets with a history of aggression to people or other animals are not permitted (e) aquariums are permitted, subject to a 20-gallon maximum; (f) Resident shall promptly and properly dispose of any pet waste, both inside and outside the Property, and shall be liable for any damage caused by such waste; (g) Resident shall not allow any pet to disturb others, including, but not limited to, neighbors, vendors, and other residents; (h) Resident shall not allow any pet outdoors to be unattended; (i) Resident shall keep pets on a leash or in an appropriate pet carrier when required by Applicable Law; (j) Resident shall have pets licensed and

vaccinated as required by Applicable Law; and (k) Resident shall not permit any animal, including pets (even temporarily except for assistance animals of guests or invitees), to enter or remain at the Property without the prior written consent of Landlord.

iv. **Resident Liability.** Resident shall be responsible for and shall indemnify and hold Landlord harmless for all claims caused by or relating to any pet or animal. Resident shall be responsible for damage to the Property caused by or relating to any pet or animal. If such damage cannot be satisfactorily cleaned or repaired, Resident shall be responsible for the replacement cost of the thing damaged. Subject to Applicable Law, Resident's liability is not limited to amounts collected under this Section 7.

c. **Permitted Use.** Resident may use the Property as a private residence only and not for any business or commercial use unless otherwise required by Applicable Law; provided, however, that Resident may maintain a home office in connection with a full-time off-premises business office (including telecommuting) as long as the home office use conforms to Applicable Law, does not unreasonably increase the use of utilities or add to the number of telephone lines to the Property, and does not involve visitors, patrons, employees, or other persons coming to the Property, or the sale of goods or services from or to the Property.

d. **No Disorderly or Unlawful Purpose.** Resident shall not use or permit the Property to be used for any disorderly or unlawful purposes, in violation of any Applicable Law, or in any manner which will constitute waste or nuisance upon or about the Property or interfere with neighbors' quiet enjoyment of their dwellings.

e. **No Uses that Increase Insurance Premiums.** Resident shall not do anything, or permit to be done anything, nor keep any personal property at or about the Property, which may cause damage to the property, alter the conditions or assumptions underlying Landlord's insurance coverage or risk rating for the Property, lead to any increase in Landlord's existing rate of insurance coverages upon the Property, or otherwise violate any provision of, or cause the cancellation of, any insurance coverages covering the Property, without the Landlord's written consent including, without limitation: installing or permitting the installation, even if temporarily, of any spa, hot tub, in-ground pool, above-ground pool, or kiddie pool, trampoline, play gym or inflatables; permitting any part of the Property to be used in connection with any nuisance,



offensive, noisy or dangerous activity; permitting the Property to be used in a manner that obstructs, interferes with or infringes on the rights of others; or permitting the Property to be used in a manner that violates Applicable Law.

f. **Contact Information.** Resident must notify Landlord of any change in Resident's phone number or email address within five days after any change.

g. **Homeowner Association.** If the Property is located within any homeowner, neighborhood, or condominium association (collectively, "HOA") or governed by an HOA, then Resident's rights under this Lease shall be subject to the HOA's covenants, conditions and restrictions and any HOA rules, regulations and resolutions (collectively "CC&Rs"). Resident must review and comply with all CC&Rs. By Resident's signature on this Lease, Resident acknowledges having read the CC&Rs for the Property. Resident will reimburse Landlord for any fines or other charges assessed against the Property or Landlord for Resident, Occupant, or their guests or invitees' failure to comply with the CC&Rs. A violation of the CC&Rs constitutes a breach of this Lease. If an HOA requires approval of this Lease and this Lease is not approved, then Resident agrees to immediately vacate and peacefully vacate the Property (if possession has already been taken) and to hold Landlord harmless for any such non-approval. Resident acknowledges that in certain communities the HOA may levy fines directly on the Resident for violations of the CC&Rs and consents to the same.

h. **Parking.** Resident is permitted to park vehicles at the Property only in accordance with Applicable Law. Resident may not park or permit any person to park any vehicles on the grass area (or any landscaped area) in the front or back yard. Vehicles must be properly licensed and operable and are only permitted to be parked in driveways, garages, designated common parking areas, or in the street against the curb adjacent to the Property, subject to Applicable Law. Parking of trailers, boats, recreational vehicles, buses and commercial trucks/vehicles is prohibited without Landlord's prior written consent. Vehicles leaking oil, gas or other fluids will not be parked at the Property. Mechanical work or storage or storage of inoperable vehicles is prohibited. Subject to Applicable Law, Landlord may tow, at Resident's expense, any vehicle parked at the Property in violation of this Section 7.h.

i. **Pool.** To the extent provided, Resident will use the Pool at Resident's own risk. Landlord will not be liable for any

injuries sustained by Resident, Resident's guests or Resident's invitees in connection with any Pool. No pets are permitted in the Pool. Resident acknowledges and agrees that the Pool is strictly an amenity and that the availability and use of any amenity is not guaranteed under this Lease. Resident also acknowledges and agrees that Landlord does not guarantee that the Pool will be heated. Any interruption or non-availability of use of the Pool or heating will not be deemed a breach by Landlord under this Lease.

j. **Community Amenities.** To the extent provided, Resident will use community amenities (e.g., clubhouse, tennis court, gym, playground, pools, etc....) at Resident's own risk and in accordance with Applicable Law. Resident agrees to abide by all rules regarding community amenity use whether set forth by Landlord or by a third-party. Landlord will not be liable for any injuries sustained by Resident, Resident's guests or Resident's invitees in connection with any community amenity. Resident acknowledges and agrees that the availability and use of any amenity is not guaranteed under this Lease. Any interruption or non-availability of use of any community amenity will not be deemed a breach by Landlord under this Lease.

k. **No Smoking.** Smoking of any substance is not allowed at the Property, including the use of any electrical cigarettes or cigars.

l. **No Illegal Drugs or Narcotics.** The possession, use, growing and/or manufacture of illegal drugs or narcotics in or at the Property are strictly prohibited.

m. **Kerosene and Space Heaters.** The use of kerosene, propane or fuel oil heaters within the Property is expressly prohibited. Any electric space heater used at the Property must be equipped with safety features and shall be operated at all times in a safe manner and not left unattended.

n. **Waterbeds and Liquid Filled Furniture.** No waterbeds or other liquid-filled furniture shall be brought onto or used at the Property without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion.

8. **SMOKE ALARMS AND CARBON MONOXIDE DETECTORS.** The Property is equipped with working smoke alarms and carbon monoxide detectors in accordance with Applicable Law. Removing, disconnecting or intentionally damaging any smoke alarm or carbon monoxide detector or removing a battery



without immediately replacing it with a working battery may subject Resident to civil penalty and liability for damages. Resident is responsible for replacing batteries for smoke alarms and carbon monoxide detectors.

9. **ALTERATIONS.** Subject to applicable law, Resident agrees not to make any alterations, modifications or changes to the Property without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. This includes, but is not limited to, changing of locks; adding additional locks and deadbolts to the doors and windows; or applying wallpaper, paints or stains to woodwork, walls or floors.

10. **ASSIGNMENT AND SUBLEASING.** Resident may not assign or transfer this Lease or sublet the Property without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. An assignment, transfer or sublease of this Lease without Landlord's written consent is immediately voidable by Landlord. Landlord's consent to any one assignment, transfer or sublease will not be construed as consent to any subsequent assignment, transfer or sublease and will not release Resident of Resident's obligations under this Lease. Resident is strictly prohibited from subletting or renting to any third party, or allowing occupancy by any third party, of all or any portion of the Property, whether for overnight use or duration of any length, without Landlord's prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites. Resident shall not to list or advertise the Property as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites.

11. **ENTRY AND INSPECTION.** Subject to Applicable Law, Resident shall permit Landlord, Landlord's agents and Landlord's contractors to enter the Property, at reasonable times and upon reasonable notice to: inspect and document and photograph the condition of the Property; make necessary or agreed upon repairs; provide necessary or agreed upon services; make necessary or agreed upon alterations or improvements; deliver written notices; discharge any duty imposed upon Landlord by this Lease or Applicable Law; or show the Property to prospective or actual purchasers, prospective tenants, lenders, appraisers, insurers, inspectors, fire marshals, or other government officials. Notice to enter shall be provided in accordance with Applicable Law; provided,

however, that no such notice shall be delivered when Resident consents to entry or in the event of an emergency, which shall be determined in Landlord's sole discretion.

a. **Signs and Advertising.** Resident authorizes Landlord to place a *For Rent, For Lease, For Sale* or similarly worded sign in the front yard or other reasonable location at the Property at any time during the Term or any renewal or holdover thereof without advance notice, including notice to enter upon the property for placement of signs. Resident further authorizes Landlord to take exterior photographs of the Property and use such photographs in advertising or marketing materials for Landlord or the Property.

12. **ABANDONMENT.** Resident may not abandon the Property. If Resident abandons the Property, Resident will remain liable, subject to Applicable Law, for all amounts due under this Lease.

13. **ABANDONED PERSONAL PROPERTY.** Subject to Applicable Law if Resident leaves any personal property at the Property after surrendering possession or abandoning the Property, Landlord may, in its sole and absolute discretion and subject to Applicable Law, dispose of any such abandoned personal property, donate any such abandoned personal property, or store and sell such abandoned personal property. In the event Landlord elects to have the personal property disposed of, Resident will remain liable for any and all storage and disposal fees. Landlord shall not be liable for any personal property following the execution of an eviction order by the applicable authority.

14. **NOTICES.** All notices under this Lease must be in writing and, subject to Applicable Law, are effective only when hand delivered, sent by first class mail, or sent by electronic transmission:

a. To Resident at the Property or email address provided in the Lease Summary; and

b. To Landlord at the Address for Notice.

lasvegaslegal@ah4r.com

American Homes 4 Rent

Attn: Legal Dept

280 Pilot Road, Suite 200

Las Vegas, NV 89119



15. LIABILITY.

a. **Insurance.** Landlord is not an insurer and is not responsible for damage to Resident's personal property. Landlord requires and Resident agrees that for the duration of this Lease that Resident will maintain Property Damage Liability coverage in the amount of \$100,000.00 or more for damage to the Property including provisions for fire, water damage/flood, sewage backup, smoke, explosion. Resident shall request Landlord be listed as an Additional or Co-Insured or listed as an Interested or Third-Party, and include a waiver of subrogation as to Landlord. Resident will provide proof of Insurance in compliance with this section prior to the Commencement Date, and subsequently as reasonably requested by Landlord. Resident will notify the Landlord within 10 days of any cancellation or change to this Insurance Policy.

b. **Personal Safety.** Landlord does not guarantee or warrant Resident's personal security or safety. Landlord has no duty to provide security devices.

c. **Release.** To the maximum extent provided by law, Resident, Occupant, Resident's guests and Resident's invitees, releases Landlord and acknowledges and agrees that Landlord shall not be liable for any loss, injury, or damage incurred as a result of the following:

- i. theft, burglary, rape, assault, battery, arson, mischief or other crime, vandalism, fire, smoke, lightning, rain, flood, water leaks, hail, ice, snow, wind, explosion, sonic boom, interruption of utilities, electrical shock, defect in any of the contents of the Property, environmental contaminants (e.g., carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), acts of God, acts of terror, acts of other residents or their occupants, guests or invitees, or any other cause;
- ii. utility services, outages, interruptions or fluctuations in utilities provided to the Property;
- iii. the failure to Landlord to deliver possession of the Property;
- iv. the termination of this Lease pursuant to its terms;
- v. the use of any amenity;
- vi. the storage, disposal or sale of personal property at the Property;

Resident shall indemnify and hold harmless Landlord for any loss related to the use or occupancy of the Property and from any claims made by Occupant, Resident's guests or Resident's invitees unless directly caused by the gross negligence or willful misconduct of Landlord. Resident will promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by Resident, Occupant, Resident's guests, Resident's invitees or Resident's pets.

16. DEFAULTS.

a. **Landlord Default.** Subject to applicable law Resident is required to notify Landlord in writing of any defaults and afford a reasonable period of time for Landlord to cure any such default. If Landlord fails to comply with this Lease and/or cure any default within a reasonable period, Resident may exercise any rights and remedies available to Resident under Applicable Law.

b. **Resident Default.** If Resident fails to timely pay any amounts due under this Lease or otherwise fails to comply with any term or condition of this Lease or addenda, Resident will be deemed in immediate and material default.

i. **Remedies.** Subject to Applicable Law, in the event of a default Landlord will be entitled, with or without notice to Resident, to exercise any and all available legal remedies including, without limitation: (a) terminating Resident's right to occupy the Property; (b) reentering upon and retaking possession of the Property; and/or (c) accelerating and declaring all remaining amounts due under the Lease immediately due and payable and take immediate action to recover and collect such amounts by any available procedure.

ii. **Resident Liability.** Subject to Applicable Law, Resident will be liable for: (a) any lost Rent or Additional Rent; (b) all costs incurred in connection with reletting the Property, including, but not limited to, leasing fees/commissions, advertising fees, utility charges, and any other expenses reasonably incurred to relet the Property; (c) repairs needed to the Property for use beyond normal wear and tear; (d) all costs associated with the eviction of Resident, including, but not limited to, attorneys fees, court costs, costs of service, witness fees, and prejudgment interest; (e) all collection cost incurred, including, but not limited to, any administrative costs incurred in connection with Lease enforcement efforts; and (f) any other recovery to which Landlord may be entitled under this Lease or Applicable Law.

iii. **No Waiver.** Subject to Applicable Law, if Landlord gives notice to vacate or Landlord files a petition for eviction, Landlord may still accept Rent or other amounts due without: (a) waiving or diminishing Landlord's right of eviction, or other rights under this Lease or Applicable Law; (b) waiving any notice to vacate served upon Resident; or (c) waiving Landlord's right to collect from Resident any amounts due under this Lease.

iv. **Credit Reporting.** Landlord may report all Lease defaults, including, but not limited to, unpaid Rent and other amounts due under this Lease to any national or local credit bureau or similar collection or credit reporting service for permanent recordation in Resident's credit record as well as to any national or local tenant reporting bureau subject to applicable law.

17. RESIDENT ACKNOWLEDGMENTS AND REPRESENTATIONS.

a. **Suitability.** Before signing this Lease, Resident is responsible for determining whether desired services (e.g., utilities, schools, transportation, etc.) are available and accessible to and from the Property and that such services are adequate.

b. **Rental Application and Lease Information.** Resident represents and warrants that all of Resident's statements in the rental application and this Lease are true and correct and understands that Landlord relied upon these statements in the execution of this Lease. Resident will be in default if Resident makes any misrepresentation in this Lease or any rental application and Landlord will have the right to terminate this Lease and collect from Resident any damages resulting therefrom.

c. **OFAC.** Resident represents and warrants that Resident is not acting directly or indirectly for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, a "Specially Designated National and Blocked Person" or any other banned or blocked individual or entity. It shall be an immediate default, without opportunity to cure, if Resident or any Occupant has been, is or becomes a "Specially Designated National and Blocked Person" or any other banned or blocked individual or entity.

d. **Credit Reports and Responses to Requests.** Resident hereby consents to and agrees that Landlord shall have the

right, from time to time and at Landlord's sole cost and expense, to obtain an updated credit report and/or background report. Resident further acknowledges and agrees that Landlord is not obligated to respond to any requests from lenders or prospective landlord for information regarding Resident, Resident's payment history and/or Resident's tenancy.

e. **Disclosure of Resident Information.** Resident acknowledges and agrees that Landlord may disclose information with respect to Resident as required by Applicable Law or as requested by governmental authorities or agencies, law enforcement agencies or others for marketing or other purposes in accordance with Landlord's Privacy Policy.

18. MISCELLANEOUS.

a. **Entire Agreement.** All understandings between the Parties are incorporated in this Lease. Its terms are intended by the Parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. Neither this Lease nor any provision in it may be extended, amended, modified, altered or changed except in writing signed by all Parties hereto. This Lease may be signed in two or more counterparts, each of which will be deemed an original and all of which taken together shall constitute one and the same agreement.

b. **Severability.** If any term of this Lease is determined to be illegal, invalid or otherwise unenforceable by a court or competent jurisdiction, then to the minimum extent necessary to make such provision of this Lease legal, valid or otherwise enforceable, such term or provision shall be limited, construed or severed and deleted from this Lease, and the remaining portion of such term or provision and the remaining other terms and provisions hereof shall survive, remain in full force and effect, and continue to be binding.

c. **Eminent Domain.** If the Property is wholly taken or taken in substantial part to the extent it materially interferes with the Resident's quiet enjoyment of the Property, through the power or threat of the power of eminent domain, the monthly Rent and other amounts due under this Lease shall be paid by Resident to the date of ouster from the Property, at which time this Lease shall terminate. Resident hereby assigns to Landlord all condemnation awards of any nature arising out of or relating to Resident's interest created by this Lease.



d. **Casualty.** Subject to Applicable Law, if, by no fault of Resident, the Property becomes unfit for occupancy, as determined by Landlord under Applicable Law, whether by casualty or otherwise, including but not limited to flood, weather events, natural disaster, Landlord may refuse to repair the same and either Party may terminate this Lease by written notice. Should Resident fail to vacate the Property upon receipt of such notice, Resident will be considered a holdover tenant subject to removal through a summary ejectment action.

e. **Estoppel Certificates.** On or before five days after request by Landlord, Resident shall deliver to Landlord an estoppel certificate in such form and to such address as Landlord may require, certifying such matters regarding this Lease as Landlord may reasonably request.

f. **Time is of the Essence.** Time is of the essence to each and every provision contained in this Lease.

g. **Successors and Assigns.** This Lease is binding upon and inures to the benefit of the parties to this Lease and their respective heirs, executors, administrators, successors and permitted assigns. Landlord shall have the right to, either voluntarily, involuntarily, by operation of law or otherwise, sell, assign or transfer the Property and this Lease.

h. **Multiple Residents.** If there is more than one Resident, each Resident is jointly and severally liable for all obligations under this Lease. The violation of this Lease by any Resident is a violation by all Residents. Requests and notices from Landlord to any Resident constitutes notice to all Residents and Occupants. A notice from, consent by or action taken by any Resident is a notice from, consent by or action of all Residents, including termination notices. All demonstrations, inspections and explanations made by Landlord to one of the Residents shall bind all Residents with the same force and effect as if made to each Resident. Subject to Applicable Law, in eviction suits, any one Resident is the agent of all other Residents at the Property for purposes of service.

i. **Waiver.** Any failure of Landlord to enforce any provision of this Lease, or to demand strict compliance therewith, shall not be construed as modifying the terms of this Lease or as a waiver of Landlord's right to terminate this Lease or otherwise enforce the provisions hereof in connection with a Resident default or upon any subsequent default by Resident.

j. **Governing Law.** This Lease shall be governed, construed and interpreted by and in accordance with the laws of the state where the Property is located. Any provision of this agreement that is inconsistent with any applicable local law will be automatically amended to comply with such laws.

k. **Attorneys Fees.** In connection with any litigation arising out of this Lease, including any appellate or bankruptcy proceedings, the prevailing Party shall be entitled to recover all costs and expenses incurred, including reasonable attorneys fees.

Binding. This Lease is binding upon final acceptance and execution by the Parties. READ ALL OF THE TERMS OF THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult an attorney before signing.

INSURANCE, INDEMNIFICATION AND PROPERTY DAMAGE LIABILITY ADDENDUM

The following terms and conditions are incorporated and made part of this Lease as if fully stated within:

1. Notwithstanding anything in the Lease to the contrary, and to the greatest extent allowed by law, Resident shall indemnify and hold Landlord harmless from any claims, damages, liabilities, expenses (including attorney's fees and costs) for any damage or harm to any persons or property occurring at the Property (inside or outside) or any part thereof, attributed or caused by the Resident's, the Occupant's and their guests' or invitees' actions, inactions or omissions. It is understood and agreed that the Landlord carries insurance for its own protection. Resident, Occupant, and their guests and invitees are not coinsured or beneficiaries under the Landlord's insurance. Resident shall be responsible to Landlord for all costs of repair for damages as stated herein and in the Lease for any damages or liability that was caused, attributed or related to Resident's actions or inactions (this includes but is not limited to Resident's negligence or the negligence of Resident's guests and invitees). Resident is responsible for all costs for repair for damage and injury as set forth in the Lease irrespective of the Landlord's insurance.
2. As set forth in the Lease, Resident shall secure Property Damage Liability Insurance Coverage ("Renter's Insurance") prior to the Commencement Date set forth in the Lease. Proof of Renter's Insurance shall be submitted through the Resident Portal on Landlord's website prior to the Commencement Date. Renter's Insurance in conformity with this Addendum shall be maintained for the duration of the Lease and any renewals or holdovers, thereto. Renter's Insurance shall be a traditional HO4 policy with general liability coverage of at least \$100,000 for damage to the Landlord's Property including provisions for fire, water damage/flood, sewage backup, smoke, and explosion. Resident shall request Landlord be listed as an Additional or Co-Insured or listed as an Interested or Third-Party. The Renter's Insurance shall be written to be non-contributing with and not in excess of Landlord's coverage. Resident will notify the Landlord within 10 days of any cancellation or change to the Renter's Insurance.
3. In lieu of obtaining or showing proof of the Renter's Insurance as described above, the Resident may instead choose to participate in the Landlord's Property Damage Liability Loss Waiver Program ("PDLLWP"). Resident will be automatically enrolled in the PDLLWP at a cost of \$7.50/month as additional rent and which shall be paid pursuant to the terms of the Lease, should they fail to provide proof of Renter's Insurance by the Commencement Date or fail to maintain Renter's Insurance at any time required under the Lease or Addendum. Should the Renter's Insurance be canceled or lapse for any reason, Landlord may enroll Resident in the PDLLWP for the duration of the Lease term and any renewal thereof. Enrollment in PDLLWP shall remain until such time as the Resident obtains and provides proof of Renter's Insurance as described above. Participation in the PDLLWP waives the Resident's liability to the Landlord for damage to and loss of Landlord's Property in excess of \$5,000 up to \$100,000 per incident for which the Resident would otherwise be liable pursuant to the Lease or otherwise under law. The PDLLWP does not waive liability for any damage or loss caused by the Resident's, Occupant's, their guests' or invitees' gross negligence or intentional conduct. The PDLLWP does not waive Landlord's ability to charge against the security deposit for damage to the Property beyond wear and tear or as otherwise provided for in the Lease. The PDLLWP is not insurance, it will not compensate or reimburse Resident, Occupant, guests or invitees for injury or damage to person or property which would be otherwise covered by Renter's Insurance. The PDLLWP does not relieve Resident from their duty to indemnify Landlord as set forth in the Lease. The PDLLWP does not cover incidents of theft, burglary, vandalism, acts of nature/god, acts of war, bodily or personal injury, or damage to Resident's personal property and Resident acknowledges they are strongly recommended to get Renter's Insurance to cover such claims.



UTILITY ADDENDUM

This Utility Addendum is incorporated into and made a part of this Lease. Resident acknowledges and agrees that Landlord may establish and maintain all or certain utility accounts servicing the Property (including, but not limited, to water, sewer, electricity, gas, wastewater and garbage) in the name of Landlord or its affiliate. For any such utility, Resident shall, subject to Applicable Law, pay or reimburse Landlord, as Additional Rent, for all utility charges incurred at the Property and any third party service provider account set-up and service fees in accordance with the following terms and conditions:

1. Resident will pay a one-time utility account set up fee ("Set Up Fee") of \$40 ("Set Up Fee") Additional Rent. The Set Up Fee covers costs incurred by Landlord establishing new accounts, including employee time and other costs associated with preparing Resident's account.
2. Landlord will bill Resident each month for the costs of utilities consumed at the Property based on bills received from providers ("Utility Charges"). Resident shall pay and reimburse Landlord, as Additional Rent, for all Utility Charges incurred at the Property.
3. Resident will pay a monthly service fee ("Utility Service Fee") of \$10.49 as Additional Rent (certain Residents may be charged a lesser Utility Service Fee based upon when they took possession of the Property). The Utility Service Fee covers the administration, billing, overhead and similar expenses and charges incurred by Landlord for providing and processing utility bills.
4. Any Utility Charges or Utility Service Fees due after Resident surrenders possession of the Property will be deducted from Resident's Security Deposit in accordance with Section 3 of the Lease. Resident acknowledges and agrees that Landlord may estimate Utility Charges due after the surrender of possession of the Property based on prior bill amounts and/or prior usage at the Property.
5. While utility accounts will be maintained in Landlord's name, Resident acknowledges and agrees that Resident remains solely responsible for the Set Up Fee and all Utility Charges and Utility Service Fees for the Property. Resident's failure to pay any such cost will be, subject to Applicable Law, a default under Section 16 of the Lease.
6. Should Resident cause Landlord's name to be removed from any utility account, then Resident will be in breach of this Lease and a service charge of \$60 will be assessed against Resident ("Reestablishment Charge"). The Reestablishment Charge is not a penalty. The Parties acknowledge and agree that Landlord's actual damages from Resident's removing Landlord's name from any utility account would be difficult to determine with any certainty, and the Reestablishment Charge is a reasonable estimate of such damages, including employee time and charges incurred by Landlord reestablishing accounts in its name.
7. If the Property is located in a deregulated area for gas and/or electric, Landlord will select the deregulated provider ("Preferred Provider"). If Resident desires to select an alternative provider, Resident must establish such alternative service and notify Landlord and its third-party utility provider within eight (8) days of the Lease Start Date. If Resident fails to timely deliver such notice, Resident will be deemed to have agreed to use the Preferred Provider for the Term. If Resident later switches from the Preferred Provider, Resident will pay an early utility termination fee of \$100 (or an amount not to exceed the maximum allowed under Applicable Law).
8. If Resident elects to use an alternative Provider under Paragraph 6, or if Landlord and Resident otherwise agree that Resident shall establish and maintain utility accounts in Resident's name, and Resident subsequently fails to so establish and/or main such accounts such that Landlord is billed for Utility Charges attributable to Resident, then Resident shall pay such Utility Charges billed to Landlord and Resident will pay Landlord a service charge of \$60 for each such occurrence ("Service Charge"). The Service Charge is not a penalty. The Parties acknowledge and agree that Landlord's actual damages from Resident's failure to establish and/or maintain any such account would be difficult to determine with any certainty,





and the Service Charge is a reasonable estimate of such damages, including employee time and charges incurred by Landlord.

9. In the event the Property is in a community where third-party garbage service is not readily available, Landlord may at its discretion, elect to make available a dumpster and divide the cost between Properties in the community.



AH4R.com
Utility Addendum



Property ID: tn14830

Tenant ID: t0057050

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

LANDLORD:

Signed as agent on behalf of Landlord under written property management agreement:

By: AH4R Management - TN, LLC

Ashley Edens

Name:

Title:

Date:

TENANT:

Lauren Bowling

Name: Lauren Bowling

Date:

Name:

Date:

Name:

Date:

Paul Ash

Name: Paul Ash

Date:

Name:

Date:

Name:

Date:

Name:

Date:

Name:

Date:

Name:

Date:

GUARANTOR:

Name:

Date:

Name:

Date:



AMH.com

Document Information




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Paul Ash		PA	11/30/2023 10:42:43 AM PST	Completed
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Ashley Edens		AE	11/30/2023 06:25:38 PM PST	Completed
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