

Lincoya Townhomes, LLC

LEASE AGREEMENT

Lincoya Bay Townhomes

1. PARTIES: This Lease Agreement entered at Nashville, TN, this _____ between **Lincoya Townhomes, LLC,** hereafter referred to as Lessor and _____, hereinafter referred to as Lessee. All adult residents of the subject property must sign this Lease Agreement and each will be held jointly and severally liable under the terms and conditions of this Lease Agreement. Additional occupants will be: 0.

2. PREMISES AND TERM: Lessor leases to Lessee _____ to be used by Lessee as a residential dwelling and for no other purpose, for the term of ___ months and 0 days beginning on the ___ day of _____ and ending at 12:00 a.m. on the ___ day of _____.

3. RENT PAYMENT SCHEDULE: In consideration of said Lease Agreement, Lessee agrees to pay Lessor the total amount for said term of \$____ plus any additional charges that shall become additional rent as herein provided. The first monthly installment (if pro-rate is applicable) is \$ 0. The remaining monthly payments of \$____ are to be paid consecutively on the first of each month at the Lessor office located **3234B Lincoya Creek Drive, Nashville TN 37214** or at any other location designated by the Lessor. All demand or any notices are waived as to the payment of rent or to the performance of any condition of the Lease Agreement. **NOTICE OF TERMINATION OF TENANCY FOR NON-PAYMENT OF ANY RENT OR OF LANDLORD'S INTENT TO FILE DETAINER ACTION IS HEREBY WAIVED.**

It is expressly agreed that all rental payments will be in the form of check, cashier's check, money order or by automatic bank draft. *Due to the risk involved, cash will not be accepted as payment of rent.* If this Lease Agreement is breached for nonpayment of rent or otherwise, Lessor may accept said rent due or any part of the same with reservation or without knowledge of Lessee's default and is so doing, Lessor does not condone said default by acceptance, does not waive any right arising from said breach and is not stopped from terminating tenancy as to that breach. Receipt by Lessor or Lessor's representative of any rent in arrears after institution of suit for possession or cancellation of tenancy will not be considered as waive of any rights of Lessor.

4. LATE PENALTY AND RETURNED CHECKS: Rental payments that have not been received by the fifth (5th) day of each month, shall automatically and without notice, include a late charge of ten percent (10%) of the amount of rent past due. Said late charges shall become part of rent due and payable under the terms and conditions of this Lease Agreement.

A charge of Thirty-Five (\$50) or the maximum amount allowed by the law, will be due in the event of any check that is returned for any reason. Said charge becomes part of rent due under the terms and conditions of this Lease Agreement. Upon return or dishonor of any check tendered as payment of rent, late charges will be assessed as if no rental payment was attempted. A cashier's check or money order will be required for all future payments after three (3) NSF check has been received.

Lessor agrees that any rental payment or other amount due under the terms and conditions of this Lease that is more than five (5) days late must be paid with a cashier's check or money order. **NO PERSONAL CHECKS WILL BE ACCEPTED AFTER ANY AMOUNT DUE IS MORE THAN FIVE (5) DAYS LATE.**

5. SECURITY DEPOSIT: Lessee agrees to deposit \$ 500.00 with Lessor before taking possession of unit as security for Lessee's fulfillment of the conditions of this agreement. Lessee's security deposit will be deposited by Lessor into a bank that is subject to regulation by the US Government. Deposit will be returned to Lessee to the address provided by Lessee within a reasonable time after unit is vacated if:

- a) Lease term has expired or agreement has been terminated by *both* parties; and
- b) All monies due Lessor by Lessee have been paid; and
- c) Unit is not damaged and is left in its *original* condition, beyond normal wear and tear; and
- d) Compliance with all covenants of the attached Security Deposit Policy.

Deposit may be applied by Lessor to satisfy all or part of Lessee's obligation and such act shall not prevent Lessor from claiming damages in excess of the deposit. Lessee agrees not to apply the deposit to any rent payment.

A move out inspection will be performed by Lessor during normal business hours to establish the condition of the premises:

- a) After the Lessee has completely vacated the premises; and
- b) Is ready to surrender possession; and
- c) Returns all means of access to the premises (keys, gate cards, etc.).

Lessee's failure to attend a mutually agreed upon move-out inspection waives the Lessee's right to contest any damages found by the Lessor as a result of the move-out inspection. The mutually agreed upon inspection must occur either on the day the Lessee completely vacates the premises. Lessee waives the right to a mutually agreed upon inspection for any of the following:

- a) Vacating the premises without giving a written notice.
- b) Abandoning the premises.
- c) Being judicially removed from the premises.
- d) Failing to contact Lessor after being given notice of the right to a mutual inspection.
- e) Failing to appear at the arranged time of inspection
- f) Not requesting a mutual inspection after having been given notice.
- g) Being otherwise inaccessible to the Lessor.

6. DAMAGES TO PREMISES: In further consideration of said Lease Agreement, Lessee agrees to pay Lessor any all damages to the leased premises or to the common areas, including but not limited to damage to interior walls, ceilings, floors, windows, doors, locks, hardware, plumbing fixtures, cabinets, shrubbery, lawn, heating and air conditioning apparatus, stove refrigerator, water heater, electric lights and any fixtures, appliances, or appurtenances of the leased premises or to the common areas. Lessor may enter the leased premises and cause the work to be done in a workmanlike manner and submit an itemized bill for the actual and reasonable cost or the fair and reasonable value thereof on the next date when periodic rent is due or if the Lease Agreement has terminated for immediate payment. This amount will be deemed as additional rent. Lessee is responsible for damage caused by act or neglect of Lessee, Lessee's spouse, members of Lessee's family, guests, invitees or licensees of Lessee or person(s) in the employ or under the control of Lessee.

7. APPLICATION: Lessee's application is an important part of this Lease Agreement and is incorporated by reference and made a part thereof. Any misrepresentations, misleading or false statements made by Lessee and/or later discovered by the Lessor may void said Lease Agreement, at the option of the Lessor.

8. DISCLOSURE RIGHTS: If information of Lessee or Lessee's rental history is requested for law enforcement, government or business purposes, Lessee expressly authorizes Lessor to provide this information and agrees to hold Lessor, its agents and employees, harmless for the release of this information.

9. CONDITION OF PREMISES/NO ALTERATIONS: Lessee agrees to maintain the leased premises in such condition and repair as accepted at the commencement of this Lease Agreement, shall upon termination surrender the leased premises in the same condition and repair (ordinary wear and tear excepted). Lessee shall

not make any alterations, additions or improvements in the leased premises without the prior written consent of the Lessor and if such alterations are made all, all improvements shall be forfeited to the Landlord upon termination, unless otherwise agreed to in writing.

10. LIMITS OF USE: Lessee shall not use said premises for any purpose other than as an apartment dwelling to be occupied by those listed in the first paragraph of this agreement or use or permit upon said premises that will invalidate the insurance of the building or increase the rate thereof or in any manner deface or injure the building or any part thereof or overload the floors or permit any objectionable noise or odor to escape or to permit or create a nuisance or to disturb any other resident in the building or in any way injure the reputation of the community. Lessee shall comply with all governmental, health and police requirements and regulations respecting said premises.

11. NO SUBLEASE, ASSIGNMENT OR RELETTING CHARGE: Lessee shall not without prior written consent of Lessor, have the right to pledge or assign the household interest or to sublet the leased premises or any part thereof. No person shall occupy the leased premises on a permanent or long-term basis without the prior written approval of the Lessor. Lessee covenants not to assign or sublet said premises or any part of the same or in any manner transfer this Lease Agreement.

12. PERSONAL INJURY AND PERSONAL PROPERTY DAMAGE: Subject to standards required by law, neither Lessor nor its principal nor its agents shall be liable to Lessee, his family, employees or guests for any damage to person or property caused by acts or omissions of other Lessees or other persons, whether such persons be off the property of Lessor or on the property with or without permission of Lessor. Subject to standards required by law, Lessor shall not be liable for losses or damages from theft, vandalism, fire, water, rain storm, explosion, sonic boom, tornado, earthquake or any other act of God. Subject to standards required by law, Lessor shall not be liable for loss or damages resulting from failure, interruption or malfunctions in the utilities provided to Lessee under the Lease Agreement. Subject to standards required by law, Lessor shall not be liable for any personal injuries in or around the swimming pool, if provided, or playground, if provided or elsewhere on the premises.

LESSOR IS NOT RESPONSIBLE FOR AND WILL NOT PROVIDE FIRE OR CASUALTY INSURANCE FOR LESSEE'S PROPERTY. Lessee Initial: _____ Lessee Initial: _____ Lessee Initial: _____

Lessee acknowledges that he/she has inspected the subject premises and in further consideration of the agreement, Lessee agrees that subject to standards by law, Lessor does not warrant the condition of the premises in any respect and liability for any injury to Lessee, their family, agent of those claiming under them or those on the premises by Lessee's invitation, shall be limited to injuries arising from such defects that are unknown by claimant and are known to Lessor or are willfully concealed by Lessor.

13. SAFETY: Lessee hereby states that he/she has inspected the premises and has determined to his/her satisfaction that the smoke detectors, door locks and latches, window locks and latches and any other security devices within the subject unit are adequate and proper working order. Lessee understands and acknowledges that the Move In Condition Form is not a written request to Lessor to repair any device. If such repair is needed, Lessee agrees to promptly inform Lessor in writing. Lessee acknowledges that Lessor is under no obligation or duty to inspect, test or repair any device unless and until Lessor has received written notice from Lessee to do so.

Lessor may employ courtesy personnel and/or permit them to reside at the community. There may also be other safety devices at the community. The presence of these courtesy personnel or security devices is for the convenience of the Lessor.

Lessee acknowledges that Lessor and the owner of the Property are not insurers. Lessee further acknowledges that neither Lessor nor the owner of the Property, nor the agents or representatives; guarantee, warrant or assure personal security of Lessee. Lessee further acknowledges and understands that Lessee's personal safety and security is primarily his/her responsibility. In particular, Lessee recognizes that Lessee is in the best position to determine and foresee risks of loss and to protect him/her and his/her property against such losses. Lessee further acknowledges that he/she shall take any reasonable steps to protect his/her personal property and ensure his/her personal safety. Lessee recognizes that Lessor's efforts are voluntary and not obligatory and are done in an effort to reduce the occurrence of injury or loss to all Lessees.

14. SMOKE DETECTORS: Lessee acknowledges that he/she has inspected and agrees that the smoke detector(s) installed at the premises are in working order as of the date of this Lease Agreement. Lessee agrees to change the batteries, if any, in the smoke detector as needed and maintain them in accordance with the detector's manufacturer's instructions. If after replacing the battery, the smoke detector(s) will not operate, Lessee must inform management immediately in writing of any deficiencies. Lessee further agrees not to disconnect/remove the detector(s) and acknowledges that doing so is a breach of lease.

15. CASUALTY OR DESTRUCTION OF PREMISES: In the event of damage or destruction to the premises by fire, water or other hazard, or in the event of malfunction of equipment or utilities, Lessee shall immediately notify Lessor. If the damages are such that occupancy of the premises as a whole can be continued, Lessor shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If only part of the premises is rendered unusable by the damage or destruction, the Lessee may vacate only that portion of the premises rendered unusable and Lessee's rent shall be reduced by the fair market value of the unusable portion of the premises during the period of partial vacation, but in all other respects the terms and provisions hereof shall continue in full force and effect. In either event, if the damages resulted from the wrongful or negligent acts of Lessee, Lessor may pursue all of its remedies against Lessee provided under the law. In the event the premises are so damaged or destroyed other than by the wrongful or negligent acts of the Lessee so as to substantially impair Lessee's enjoyment of the premises, the Lease Agreement may be terminated by either Lessor or Lessee in which event Lessee shall immediately vacate the premises, or without terminating this Lease Agreement, require Lessee to accept a comparable unit in the Community for the remaining term of the Lease Agreement, in which event all of the terms and provisions of the Lease Agreement shall continue in full force and effect in relation to such comparable unit and Lessee shall immediately vacate the original premises and take possession of such comparable unit.

16. ATTORNEY FEES AND COST OF COLLECTION: Lessee agrees to pay on demand all expenses for collection, including reasonable attorney's fees and court costs Lessor incurs in the collection of said rent or enforcement on any of the provisions of the Lease Agreement.

17. RIGHT TO ENTER: Lessor or its agents may at all reasonable times enter said leased premises to examine and inspect them and may remove any signs, fixtures or alterations not in conformity with this Lease Agreement or with the Rules and Regulations attached hereto or any fire hazard. Lessor will try to give Lessee 24 hours notices prior to entering. Lessee hereby acknowledges that there will be periodic access to premises for the purposes of application of pest control substances.

18. EXTENDED ABSENCE OR ABANDONMENT: The Lessee must notify the Lessor of any anticipated extended absence from the premises in excess of seven (7) days. Notice shall be given on or before the first day of any extended absence.

The Lessee's unexplained and/or extended absence from the premises for thirty (30) days or more without payment of rent as due shall be prima facie evidence of abandonment. The Lessor is then expressly authorized to enter, remove and store all personal items belonging to Lessee. If Lessee does not claim said property within

an additional thirty (30) days, Lessor may sell or dispose of said personal property and apply proceeds of said sale to unpaid rents, damages, storage fees, sales costs and attorney fees. Any balances are to be held for a period of six (6) months thereafter and then shall be forfeited to the Lessor. Any personal property remaining in the premises after the Lessee has surrendered the premises shall be deemed abandoned and may be disposed of by Lessor.

19. NOTICE AS REQUIRED BY LAW: Service of notice, required by law or this Lease Agreement, shall be mailed or delivered to Lessee at the leased premises or may be posted on the front door of the premises or may be emailed to following email address(es) provided by the Lessee: _____ The Lessor and/or owner designated by Lincoya Townhomes, LLC as agent for service of process.

20. UTILITIES: Lessor agrees to provide the following utilities; **GARBAGE**. Lessee shall be responsible for; **ELECTRIC, WATER AND SEWER**. Lessee shall acquire the utilities for which he/she is responsible in his/her name prior to occupancy. Lessee will not allow interruption of any utility service as a result of Lessee's nonpayment, voluntary cancellation and physical disconnection or otherwise for the duration of tenancy. An interruption of service will be considered a breach of the Lease Agreement.

21. NOTICE TO LESSOR OF ACCIDENT OR DEFECT: Lessee shall promptly notify Lessor in writing of any accident to or defect in the water pipes, electric lights wires or fixtures or heating and/or air conditioning apparatus, in order that the Lessor may make the necessary repairs. Subject to standards required by law, Lessor shall not be liable for damages due to the temporary breakdown or discontinuance of the same. In the instances where the Lessor furnishes water to the Lessee, the Lessee agrees to pay additional charges should he/she obtain water using appliances which do not conform to the amenities provided.

22. NOTICE OF LEASE RENEWAL: Lessor shall notify lessee 60 days prior to lease expiring asking if they would like to renew. Lessee shall notify the Lessor in writing at least 30 days prior to the expiration of the Lease Agreement of their intent to renew or not renew this Lease Agreement. Failure to give notice or continued occupancy by Lessee after expiration of the Lease Agreement for any reason shall be considered an automatic renewal with the same terms and conditions of this Lease Agreement and at a rent adjustment to current market rent.

23. EARLY TERMINATION: Provided Lessee is not in default hereunder at the time of giving the notice and strictly complies with all of the provisions of this paragraph, Lessee may terminate this Lease Agreement before the expiration of the original term by doing the following:

Lessee must present the management company with a break lease form 30 days prior to breaking their lease. All forms must be presented by the 1st of the month. Forms can be obtained at the management company office.

When Break Lease is signed a check for 2 months rent must be presented to management company and resident will be released from lease.

Management Company will seek to lease the apartment. If all units in the development are occupied AND management company rents the lessee's apartment, lessee will be refunded a pro-rated daily rent, up to a maximum of two months' rent; effective the day full occupancy is reached, less a \$200 administrative fee.

When a lease is broken before the first year lease is fulfilled, resident must pay for all charges related to painting, cleaning, carpet cleaning, and floor refinishing where applicable.

24. RULES AND REGULATIONS: Rules and Regulations of the property are an important part of the Lease Agreement, incorporated by reference and made a part hereof.

25. SATELLITE DISH: Lessee must have prior approval from Lessor and subsequently agree to abide to the community's satellite dish policy before installation.

26. PET POLICY: Pets are permitted on the property with prior approval from Lessor and execution of a Pet Addendum.

27. ACCEPTANCE BY RESIDENT: This Lease Agreement shall not be affected by any agreements or representations not contained herein. Resident's act of taking possession shall be conclusive evidence that the leased premises were in satisfactory condition and in conformity with this Lease Agreement. Resident has examined the leased premises and agrees to take them in their present condition without alterations or repairs.

28. MAINTENANCE REQUEST: All requests for maintenance can be made in writing or called into the property management office at XXXXXXXXXXXX:

- At the following address: 3234B Lincoya Creek Drive, Nashville TN or
- Filling out a maintenance request form online at www.lincoyabaytownhomes.com
- or
- By email at: julie@lincoyabaytownhomes.com

IN THE EVENT OF AN EMERGENCY BEFORE OF AFTER BUSINESS HOURS, CALL **(814) 812-1353**

29. MOLD: Lessee has fully inspected the premises prior to execution of this Lease Agreement and agrees that the unit is completely free of any mold or moisture accumulation. Lessee agrees to minimize the future occurrence and growth of mold in the unit by maintaining and inspecting the unit and promptly notifying Lessor in accordance with the following:

- **MOISTURE ACCUMULATION** – Lessee shall remove any visible moisture accumulation in or on the leased premises, including walls, windows, floors, ceilings and bathroom fixtures; mop up spills and thoroughly dry affected area(s) as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the leased premises at reasonable levels.
- **CLEANLINESS** – Lessee shall clean and dust the leased premises regularly and shall keep the leased premises clean, particularly the kitchen and bathroom.
- **NOTIFICATION OF MANAGEMENT** – Lessee shall promptly notify management in writing of the presence of the following conditions:
 - a) A water leak, excessive moisture or standing water inside the leased premises;
 - b) A water leak, excessive moisture or standing water in any community common area;
 - c) Mold growth in or on the Leased Premises that persists after Lessee has tried several times to remove it with a household cleaning solution;
 - d) A malfunction in any part of the heating, air conditioning or ventilation system in the leased premises.

30. USE OF PUBLIC AREAS: The swimming pool, if provided and other public facilities such as tennis court, fitness center, etc. will be used in compliance with Rules and Regulations as set out by the Lessor. Lessee agrees that he/she, his/her family and guests will comply with all such Rules and Regulations. Except as required by standards of law, use of pool and any other facilities, by Lessee, their family, guests, licensees and/or invitees, shall be wholly at the risk of the person using the same. Lessee further agrees that any such facility is gratuitously provided by Lessor at will without payment of additional rent and that the Lessor shall not be liable

for the failure to operate such facilities and specifically reserves the right to close any such facility at any time. In the event such recreational facility is closed or terminated by Lessor, it is expressly understood and agreed that the Lessee shall not be entitled to any reduction or adjustment of rent hereunder.

31. BREACH OF LEASE AGREEMENT FOR NONCOMPLIANCE: If there is any noncompliance with this Lease Agreement by Lessee, the Lessor may deliver a written notice to the Lessee specifying the acts and omissions constituting the breach and that the tenancy under this Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice. If the breach is not remedied in fourteen (14) days, the Lease Agreement shall terminate as provided in the notice subject to the following. If the breach is remediable by the payment of damages or otherwise and the Lessee adequately remedies the breach prior to the date specified in the notice, the tenancy will not terminate. If the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, the Lessor may terminate tenancy under the Lease Agreement upon at least fourteen (14) days written notice specifying the breach and the date of termination of tenancy.

32. TERMINATION OF LEASE AGREEMENT FOR VIOLENT OR DANGEROUS BEHAVIOR: Lessor may terminate Lessee's tenancy under this Lease Agreement within three (3) days from the date written notice is delivered to the Lessee if the Lessee or any other person on the premises with the Lessee's consent willfully or intentionally commits a violent act or behaves in a manner which constitutes or threatens to be a real and present danger to health, safety and welfare of the life or property of other residents or person on the premises.

If tenancy is terminated because of breach of this Lease Agreement by Lessee, the Lease Agreement is enforceable for the collection of rent, physical damage beyond normal wear and tear, interest at the annual rate of ten (10) percent and all amounts due hereunder as allowed by law.

33. MORTGAGEE'S RIGHTS: Lessee's rights under the Lease Agreement shall at all time be automatically junior and subject to any deed to secure debt that is now or shall hereafter be placed on premises of which residence is a part. If requested, Lessee shall execute promptly any certificate that Lessor may request to specifically implement the subordination subject of this paragraph.

34. SERVICES RENDERED BY LESSOR: If any employee of Lessor renders any services (such as parking, washing or delivery of automobiles, handling of furniture or other articles, cleaning the rented premises, package delivery or any other service) for or at the request of Lessee, his family, employees or guests, then for the purpose of such service, such employee shall be deemed the agent of Lessee, regardless of whether or not payment is arranged for such service and Lessee agrees to relieve Lessor and hold Lessor harmless from any and all liability in connection with such services.

35. ASSIGNMENT/SUCCESSION: The promises, agreements, covenants and conditions contained in the Lease Agreement shall bind and inure to the benefit of Lessor and Lessor's respective heirs, administrators, executors, successors and their assigns.

36. SAVINGS CLAUSE: If any provision of this Lease Agreement is determined to be null and void for any reason, said provision shall not affect the validity or legality of the entire Lease Agreement; to this end the provisions of this Lease Agreement are severable.

37. INDEMNIFICATION: Lessee releases Lessor from liability for and agrees to indemnify and hold Lessor harmless against all losses incurred by Lessor as a result of:

- a) Lessee's failure to fulfill any condition of this Lease Agreement;
- b) Any damage or injury caused by Lessee or Lessee's guests in or about residence or premises to Lessee's invitees or licensees or such person's property.

- c) Damage to the subject premises beyond normal wear and tear.
- d) Lessee's failure to comply with any requirements imposed by any governmental authority; and
- e) Any judgment, lien or other encumbrance filed against residence as a result of Lessee's actions.
- f) Said indemnification and hold-harmless shall include any attorney's fees and/or other costs incurred by Lessor in defense of said losses.

38. ALTERATION OR CHANGE IN TERMS: It is expressly understood by Lessor and Lessee that the terms and conditions herein set out cannot be changed or modified, except in writing. Lessee understands that neither Lessee nor Lessor or any of Lessor's agents have the authority to modify this Lease Agreement except with a written instrument signed by all parties hereto. **PLEASE READ YOUR LEASE BEFORE SIGNING.**

IN WITNESS WHEREOF, the parties have executed this instrument on the date and the day first written above.

PROPERTY

LESSEE

AGENT FOR OWNER

LESSEE

