VILLA LOUISE APARTMENTS
LEASE AGREEMENT

This is a binding contract. Read carefully before signing.

Date of Lease Contract:_____ Apartment# _____

1. Parties. This Agreement is made and entered into between: AMCORP REALTY CORPORATION, as management agent for the owner, hereinafter referred to as "Landlord", and
Resident_____ Resident_____

Resident_____ Resident_____
(All Adult Occupants)

Hereinafter, "Resident(s)." The word Resident as used herein shall each include the singular as well as the plural.
Other Occupants:

Occupant_____Occupant_____

Occupant_____ Occupant_____

Subject to the terms and conditions below, Landlord rents to Resident and Resident rents from Landlord for residential purposes only, Apartment # _____ in the Villa Louise Apartments (the "Apartment Community") located at 216 Louise Avenue, Nashville, Tennessee 37203, hereinafter referred to as "Premises."

2. Offer to Lease. Landlord acknowledges receipt of the sums set forth below. Landlord shall have five (5) business days after the date hereof to review this Agreement, and if Landlord does not accept this Agreement within the five (5) day period, all sums below shall be refunded to Resident, less the $200.00 Nonrefundable Deposit. Occupancy by Resident shall not commence until after this Agreement is accepted by Landlord.

Payment Description	Total Payable Prior to Occupancy	Amount Received at Application	Balance Due Upon Occupancy
Nonrefundable Deposit	$200.00	$_____	$_____
Security Deposit (Refundable at Termination)	$200.00	$_____	$_____
First Month's Rent (Prorated if Applicable)	$_____	$_____	$_____
First Month's Parking Fee (Prorated if Applicable)	$_____	$_____	$_____
Other: _____	$_____	$_____	$_____
TOTAL:	**$_____**	**$_____**	**$_____**

3. Term. This Agreement begins on the ___day of _____, 20__ and ends at midnight the _____ day of _____, 20__, subject to the payment of rent and performance of all other terms and conditions in this Agreement.

Monthly Rent:	Utility:	Garage/Storage (See Addendum):	Pet Charge:	Monthly Parking (Space #_____)
$_____	$_____	$_____	$_____	$_____

_____ , _____ , _____
Initials

4. Rent. The monthly rent and all other recurring charges payable under this Agreement, including, but not limited to, monthly parking fees, are due in advance and without demand on or before the FIRST DAY OF EACH MONTH without deduction or offset. Rent and other recurring charges are payable in full at the office or at another location designated by Landlord. Payment must be in the form of personal check, cashier's check, certified check, or money order. NO CASH PAYMENTS, CREDIT CARD PAYMENTS, DEBIT CARD PAYMENTS, or THIRD PARTY CHECKS WILL BE ACCEPTED. Partial rental payments or personal checks from multiple sources are not acceptable. Any expenses incurred or any payments due for any reason whatsoever pursuant to this Agreement or as an incident of this Landlord/Resident relationship shall be due and payable with the next due rental payment or such other time as may be specifically designated in this Agreement or in writing by Landlord. Failure to make payment of the monthly rent, other recurring charges, or any additional payment when due, constitutes a default under this Agreement.

5. Deposits. Before Resident may occupy the apartment, Resident must pay the entire Nonrefundable Deposit and Security Deposit indicated on the face of this Agreement. The deposits are not prepaid rent, but are a good faith deposit for the Resident's faithful fulfillment of each provision of this Agreement and, as provided by state law. The Security Deposit is refundable at termination of this Agreement and is a contingency deposit against damages to the apartment or the apartment community caused by the Resident or Resident's guests. The Security Deposit will be returned to the Resident after the end of the lease term if; (a) all obligations of Resident have been performed, (b) the unit is not damaged and is left in its original condition, normal wear and tear excepted, (c) the full term of the Agreement has expired, (d) A SIXTY (60) DAY WRITTEN NOTICE OF INTENT TO VACATE MUST BE GIVEN PRIOR TO VACATING, (e) there are no unpaid legal charges, delinquent rent, or late charges, and (f) all keys have been returned. Retention of the Security Deposit shall not prevent Landlord from recovering additional damages. Upon vacating of the premises for termination of the lease, the Landlord shall have thirty (30) days to return Security Deposit, or to give the Resident written notice by certified mail of Landlords intention to impose a claim thereon, at the Resident's last known mailing address. Unless the Resident objects to the imposition of the Landlord's claim, or the amount thereof, within fifteen (15) days after receipt of the Landlord's notice of intention to impose a claim, the Landlord may then deduct the amount of Landlord's claim and remit the balance of the deposit to the Resident within thirty (30) days after the notice of intention to impose a claim for damages. At the option of the Landlord deposit refunds may be by one check jointly payable to all Residents, or the check and any deduction itemizations may be mailed to one Resident. If the Landlord transfers its interest in the Apartment Community during the Lease Term, the Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit. Resident's Security Deposit will be deposited by Landlord with The Bank of Nashville in _____ *(Escrow Account No.)*. Resident agrees that any such interest earned on a Security Deposit shall belong to Landlord and that Resident shall not be entitled to receive payments of or credit for interest on such deposit.

6. Late Charges/Returned Checks. RENT PAID AFTER THE FIRST DAY OF THE MONTH IS CONSIDERED LATE. If Resident fails to pay the rent in full by the end of the fifth (5th) day of the month, Resident shall pay a late charge of ten percent (10%) of the amount of the overdue rent. Payments, which do not include the late charge as required, will not be accepted. If Landlord elects to accept the rent after the day it is due, payment in a form other than personal check may be required. By this provision, Landlord does not waive the right to insist on payment of the rent in full on the day it is due. In the event the bank dishonors Resident's check, Resident shall pay a return check charge of $50.00. If the returned check causes the rent to be late, the late charges shall also be paid. After a check is dishonored, Landlord may require all future payments to be in the form of a cashier's check or money order only.

7. Notice to Vacate. Either party may terminate this Agreement at the end of the initial term by giving the other party sixty (60) days' written notice prior to the end of the term. If no written notice of termination is given as provided above, the term of this Lease Agreement shall be extended automatically for successive extended terms of one (1) year under the same terms and conditions except that rent for each extended term shall be increased by three percent (3%) over the rent for the preceding term.

8. False Resident Information. If Resident has supplied information to Landlord by means of a Rental Application or similar instrument, Resident covenants that all such information was given voluntarily and knowingly by Resident, and if such information proves to be false or misleading, Landlord shall have the right to terminate this Agreement, in which event Resident shall immediately surrender the premises.

9. Noncompliance.

(a) **Termination for Noncompliance.** If there is a material noncompliance by Resident with this Agreement, including, but not limited to, Resident's failure to timely pay rent and any accrued late charges, Landlord may deliver written notice to Resident specifying the acts and omissions constituting the breach and advising that this Agreement shall terminate thirty (30) days after receipt of the notice. If Resident's breach is not remedied fourteen (14) days after receipt of the notice, this Agreement shall terminate as provided in the notice, subject to the following: (i) if the breach is remediable by repairs or the payment of damages or otherwise and Resident adequately remedies the breach prior to the date specified in the notice, this Agreement will not terminate; or (ii) if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, Landlord may terminate this Agreement upon fourteen (14) days' written notice specifying the breach and the date of termination of this Agreement. Landlord may recover damages and obtain injunctive relief for any noncompliance by Resident with this Agreement. In the event that Landlord must file a dispossessory warrant against the Resident to peacefully retake possession of the Premises. Resident shall pay all court costs, expenses and fees, ,

including reasonable attorney's fees, associated with the filing of the dispossessory warrant. In addition, Landlord may recover punitive damages for Resident's or Resident's guests' willful destruction of property.

(b) **Landlord's Option to Repair.** If Resident's noncompliance with this Agreement materially affects the health or safety of the Premises or any person(s) thereon, and such noncompliance can be remedied by repair, replacement of a damaged item, or cleaning, and Resident fails to comply as promptly as conditions require in case of emergency or within fourteen (14) days after written notice by Landlord specifying the breach and requesting that Resident remedy it within that period of time, Landlord may enter the 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 as rent on the next date when rent is due, or if this Agreement has terminated, for immediate payment.

(c) **Termination for Violence.** Landlord may terminate this Agreement within three (3) days from the date written notice is delivered to Resident if Resident or any other person on the premises with the Resident'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 the health, safety or welfare of the life or property of other tenants or persons on the Premises. The notice required by this section shall specifically detail the violation which has been committed and shall be effective from the date of receipt of the notice by Resident.

10. Notices. All notices by Landlord to Resident shall be in writing and given personally, mailed by registered or certified mail, or attached to the door of the apartment. All notices from Resident to Landlord shall be in writing and given personally, or mailed by registered or certified mail to Landlord.

11. Attorney's Fees. If either party institutes legal action under this Agreement, the prevailing party shall receive reasonable attorneys' fees in addition to court and other costs from the other party.

12. Sublet. Resident may not assign this Agreement or sublet all or any portion of the Apartment.

13. Disclosure. AmCorp Realty Corporation is authorized to act for and on the behalf of the Owner of the Apartment Community for the purposes of receiving and receipting rents, demands and notices and is the person authorized and compensated to manage the apartment community and authorized to enter into this Agreement on behalf of the Owner. The address is: P.O. Box 150262, Nashville, Tennessee 37215.

14. Destruction. If the apartment is made uninhabitable for thirty (30) days by fire, flood, or electrical malfunction, not the fault of the Resident, Resident's family, licensees, invitees, or guests, then Resident may terminate this Agreement by notice to Management. Management shall not be liable for any injury or damage arising out of or resulting from any such incident or uninhabitability. If the apartment community is taken by or conveyed to a governmental authority in whole or in part, or is destroyed by any cause, in whole or in part, or to such an extent as to make it uninhabitable, Management may, at its option, terminate this Agreement. Resident hereby releases to Management all rights to any compensation paid by any governmental authority.

15. Liability/Insurance. Landlord shall not be liable for damage, loss, or injury to persons or property occurring within the apartment or apartment community, which is not caused by Landlord's gross negligence or intentional wrongdoing. RESIDENT IS RESPONSIBLE FOR OBTAINING CASUALTY AND LIABILITY INSURANCE, AND WITH RESPECT TO FAMILY, LICENSEES, INVITEES, OR GUESTS, AGREES TO SAVE AND HOLD LANDLORD HARMLESS AND INDEMNIFY LANDLORD FROM ANY LIABILITY, WHICH IS NOT CAUSED BY LANDLORD'S GROSS NEGLIGENCE OR INTENTIAL WRONGDOING. IT IS ALSO RESIDENT'S RESPONSIBILITY TO OBTAIN HIS/HER OWN INSURANCE FOR LOSSES TO RESIDENT'S OWN PERSONAL PROPERTY AND TO RESIDENT'S PROPERTY DUE TO THEFT, FIRE, SMOKE, WATER DAMAGE AND THE LIKE.

16. Possession of Premises. If there is a delay in the possession of this apartment, rent shall be abated on a daily basis. If possession is not granted within ten (10) days after the beginning date, then Resident may cancel this Agreement by written notice to Landlord and have full refund of any monies paid Landlord. Landlord shall not be liable for damages caused by delay in possession.

17. Right to Access. Resident shall not unreasonably withhold consent to the Landlord to enter the Premises to inspect, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers or contractors. Landlord may enter the Premises without consent of the Resident in case of emergency or to protect life or damage to property. Landlord shall not abuse the right of access or use it to harass the Resident.

18. Occupancy. Resident agrees that the premises are to be used as a private residence exclusively for Residents listed in this Agreement, and by no other persons and for no other reason. The apartment shall not be used in violation of any applicable laws or ordinances nor so as to interfere with the quiet enjoyment of other residents of the apartment community.

19. Indemnification. Resident releases Landlord and Landlord's Agent from liability for and agrees to indemnify Landlord against losses incurred by Landlord as a result of (a) Resident's failure to comply with this Agreement, (b) any damage or injury happening in

or about the apartment to Resident, Resident's family, licensees, invitees or guests, or such persons property, (c) damage or loss in or about the apartment or apartment community caused by Resident, Resident's family, licensees, invitees or guests, (d) Resident's failure to comply with any requirement imposed by any government authority, or (e) any judgment, lien, or other encumbrance filed against the apartment or the apartment community as a result of Resident's action.

20. Joint and Several Liability (Co-Residents). If more than one Resident enters this Agreement, the obligations are joint and several. Such Resident is individually, as well as jointly, liable for full performance of all agreed terms and payment of all sums required hereunder.

21. Subordination. Resident's rights under this Agreement shall at all times be junior and subordinate to any mortgage, deed to secure debt or other instrument which is now or is later placed on the premises of which the apartment is part to secure a debt, and if requested, Resident shall execute promptly any certificate that Landlord may request to specifically implement the subordination provided for in this paragraph.

22. Severability. If any provision of this Agreement is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only, without invalidating or otherwise affecting the remainder of this Agreement.

23. Abandonment. Resident shall not abandon the Premises. Resident's unexplained or extended absence from the Premises for thirty (30) days or more without payment of rent as due shall be conclusive evidence of abandonment, and Landlord shall then be expressly authorized to reenter and take possession of the Premises without further notice to Resident. Resident's nonpayment of rent for fifteen (15) days past the rental due date, together with other circumstances indicating that Resident has permanently vacated the Premises, including, but not limited to, the removal by Resident of substantially all of Resident's possessions and personal effects from the Premises, or Resident's voluntary termination of utility service to the premises, shall also be conclusive evidence of abandonment, and in such event Landlord may post notice at the Premises and send notice to Resident by mail at the rental Premises address stating that Landlord has reason to believe that Resident has abandoned the Premises, and that Landlord intends to reenter and take possession of the Premises unless Resident contacts Landlord within ten (10) days of the posting and mailing of the notice. If Resident does not contact Landlord within the ten-day period, Landlord shall remove any and all possessions and personal effects remaining in or on the Premises and re-rent the Premises. In the event that Landlord retakes possession of the Premises for either thirty (30) or (15) day abandonment pursuant to the terms above, Landlord shall remove the Resident's possessions and personal effects from the Premises and store them for thirty (30) days, and if Resident does not reclaim the items in the thirty-day period, Landlord may sell or otherwise dispose of them and apply the proceeds to the unpaid rents, damages, storage fees, sale costs and attorney's fees. Landlord shall not be liable for any injury or damage arising out of or resulting from any reasonable disposal of such property. If Landlord rents the Premises for a term beginning prior to the expiration of this Agreement, this Agreement shall terminate as of the date of the new tenancy.

24. Physical Condition and Repair. Resident acknowledges that the apartment was inspected, is fully satisfied, and accepts the apartment in its "as is" condition, except as otherwise expressly agreed by Resident and Landlord in writing. Resident is responsible for maintaining the unit in a clean, safe and sanitary condition. Resident must use plumbing fixtures and facilities, electrical systems, and other mechanical systems and appliances in the manner designed. Damage or changes to locks and/or keys lost or damaged by Resident will be repaired and/or replaced by Landlord at Resident's expense. Resident is prohibited from adding, changing or in any way altering locks installed on the doors of the apartment. Resident acknowledges that any smoke detectors and/or security alarms are in working condition and agrees that it is their duty to regularly test these devises and to notify Landlord immediately in writing of any problem, defect, malfunction or failure of these devises. RESIDENT AGREES TO NOT DISENGAGE ANY SMOKE DETECTOR, IN ANY WAY, AT ANY TIME, MAKING THEM INOPERABLE. Landlord will maintain air conditioning and heating equipment, although Resident must pay for any repair required due to misuse or neglect. Any damages to the apartment or other areas of the apartment community caused by Resident or Resident's family, licensees, invitees or guests will be corrected, repaired, or replaced at Resident's expense.

25. Alterations. Resident may not make alterations or additions to the Apartment, nor install or maintain any fixtures, appliances, devices, or signs in the apartment or any part of the apartment community, without, in each case, prior written consent from Landlord. Resident agrees not to alter, damage or remove property, including alarm systems, smoke detectors, fire extinguishers, windows, fixtures, telephone and cable TV wiring, screens, locks, and security devices. Any alterations, additions, or fixtures made or installed after Resident has received prior written consent from Landlord will remain a part of the apartment, unless Landlord specifically agrees or directs otherwise. Landlord shall not be obligated to reimburse Resident for any such alterations, additions, and fixtures unless Landlord specifically agrees otherwise in writing. Alterations, additions, or fixtures, which are made or installed without written consent from Landlord, will be repaired at the expense of the Resident.

26. Peaceful Enjoyment. All Residents are entitled to peaceful enjoyment of the apartment. Resident shall not use the apartment in such a way as to violate any law or ordinance, commit waste or nuisance, to commit or permit any act of practice injurious to the building or other real property, or annoy, disturb, inconvenience, or interfere with the peaceful enjoyment of any other Resident, including, but not limited to, loud or late night behavior. Televisions, stereo units, radios and musical instruments are not to be played

at such a volume or time that will annoy persons in other apartments. Resident shall ensure that their guests also comply with this provision. Violations constitute a material breach of this Agreement and Landlord may take legal action to terminate this Agreement.

27. Security. Resident hereby agrees and acknowledges that Landlord does not provide and has no duty to provide any protective services to the Resident or the apartment community. Resident shall look solely to the public police for security protection. Resident agrees and acknowledges that protection against criminal action is not within the power of the Landlord. Gates, fences, locks and security guards that may be provided at the apartment community are primarily for the protection of the Landlord's property and are not a warranty of protection nor are they specifically provided for the protection of Residents' or guests' person or property. Even if, from time to time, Landlord provides protective services, Resident cannot rely upon those services and they shall not constitute a waiver of, or in any manner modify, this agreement. Landlord shall not be liable for failure to provide adequate protective services or for criminal or wrongful actions by others against Resident or Resident's family, licensees, invitees or guests.

28. Utilities. Resident is responsible for the electricity.. RESIDENT SHALL TAKE ANY AND ALL NECESSARY ACTION TO TRANSFER UTILITIES AND SERVICES FOR WHICH RESIDENT IS RESPONSIBLE FOR PAYMENT INTO RESIDENT'S NAME. Additionally, Resident shall pay a monthly fee of $35.00 for common area utilities and water and sewer service.

Landlord shall have the right to change of billing method or calculating charges by giving Resident thirty (30) days' written notice of the change. Landlord shall have the right to adjust any bill by increasing or decreasing the amounts due in subsequent months. Landlord will disclose the name, address, and phone number of any utility or billing company upon written request of Resident.

29. Pets. No animals or pets of any kind are permitted in the apartment or about the apartment community without the written consent of Landlord, however; in the event that a service animal is medically necessary (i.e. seeing eye dog) the exception will be made with written verification from a medical physician. Resident shall not feed stray or wild animals in the apartment community.

Check one: _____ This community has a no pet policy.
_____ This community does allow pets, but this Resident does not have any pets.
_____ This Resident does have a pet(s) as follows:

Landlord hereby grants permission for Resident to keep, in Resident's apartment only, the pet(s) described as follows and upon the following terms and conditions. (a) The pets name is/are _____, _____. The sex of the pet(s) is ___, ___. The age is/are ___, ___.

(b) the pet is generally described by the following breed, height, weight and physical identifying characteristics.

_____, _____ .

(c) Resident hereby represents and warrants that the above-described pet(s) has been properly licensed and inoculated as required by local law and Resident agrees to maintain such licensing and inoculation of the pet and to furnish Manager with evidence thereof promptly upon request. (d) The pet shall be kept on a leash at all times when outside the apartment and inside the apartment community. The pet shall not be exercised inside the apartment community except in designated exercise area, if any. Resident shall not at any time leave the pet on a patio or balcony while away from the apartment. Resident shall promptly collect and remove all pet defecations from the grounds of the apartment community. (e) Resident has hereby paid to Landlord a refundable Pet Deposit in the amount identified on the face of this Agreement. (f) Resident has also agreed to nonrefundable Pet Fee in the amount identified on the face of the Agreement. (g) Resident shall pay a monthly Pet Charge in the amount identified under the Rent Section of this Agreement. (h) Resident shall ensure that the pet does not at any time disturb any other resident of the apartment community or damage any property located in the apartment or in the apartment community. If, in Landlord's sole opinion and discretion, the pet has disturbed or is disturbing any other resident or has caused or is causing damage to property in the apartment or apartment community then Resident shall permanently remove the pet from the apartment and the apartment community within ten (10) days after written request. Resident's payment for damage caused by the pet shall not entitle the Resident to keep the pet. Resident's failure to permanently remove the pet as provided above or failure to comply with all terms and conditions of this pet regulation shall constitute a default permitting termination of this Agreement. (i) Except for the pet(s) described above, Resident shall not keep any pets in the apartment or within the apartment community without Landlord's prior written approval and payment of additional fees, deposits and/or monthly charges as may be required.

30. Drug-Free/Crime-Free Community. Resident, any member of Resident's household, or a guest or invitee of the Resident shall not engage in criminal activity, including drug-related criminal activity, on or near the community. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)). Resident or members of the household will not permit the apartment unit to be used for, or to facilitate criminal activity, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household, visitor, or a guest. Resident, any member of Resident's household, or a guest or invitee of the Resident shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the community. Violations of any portion of this provision shall be a material violation of the Agreement and just cause for termination of this Agreement.

31. Mold and Mildew. Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the unit. Resident agrees to clean and dust unit on a regular basis to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible.

_____ , _____ , _____
Initials

Resident agrees not to block or cover heating, ventilation or aid conditioning ducts in the unit. Resident also agrees to immediately report to the management office: (a) any evidence of water leak or excessive moisture in the unit as well as in any storage room, garage or common area; (b) any evidence of a mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (c) any failure or malfunction of the heating, ventilation or air conditioning system in the unit, and, (d) any inoperable windows and doors. Resident further agrees that resident shall be responsible for damage to unit and Resident's property as well as injury to Resident and occupants resulting from residents' failure to comply with the terms of this paragraph.

32. Water Heaters. Resident authorizes Landlord to make any adjustments to the thermostat on the water heater as it deems necessary. Resident releases Landlord for any and all responsibility of damage or injury caused by the hot water.

33. Non-Waiver. Failure of Landlord to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of Landlord's right to act on any violation hereof.

34. Entire Agreement. This Agreement constitutes the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

35. Additional Agreements and Addendums. The items checked below are attached to this Lease and are hereby incorporated into the terms of this Lease by this reference.

__**X**_ Rules and Regulations
____ Apartment Inspection Report
____ Garage Lease Addendum
____ Storage Unit Lease Addendum
____ Other: _____
____ Co-Signer Addendum (if applicable/guarantor)
____ Asbestos Addendum (if applicable)
____ Lead Hazard Information and Disclosure Addendum (if applicable)

36. Special Stipulations. If any:

_____
_____
_____

37. Execution of Lease. By signing this Lease Agreement, Resident acknowledges that they have received, read, and agree to all provisions of this Lease Agreement and the Additional Agreement and Addenda as set forth above. This Lease is duly executed by the Resident and the Landlord as of the date of signatures below:

_____	_____	_____	_____
Resident	*Date*	*Resident*	*Date*
_____	_____	_____	_____
Resident	*Date*	*Resident*	*Date*

AMCORP REALTY CORPORATION
Authorized Agent for Landlord

By: _____ _____
Date

_____ , _____ , _____
Initials