

RESIDENTIAL LEASE AGREEMENT

1. **Parties.** This Lease Agreement (the "Lease") is made effective as of the _____ day of _____ (the "Commencement Date") by and between South Main Management, LLC ("Lessor") and _____ ("Lessee").

2. **Demise.** In consideration of the covenants, conditions and promises hereby mutually undertaken to be kept and performed by the parties, Lessor hereby demises and leases, and the Lessee hereby leases that certain residential premises located at _____ (the "Leased Premises"). The term of this Lease shall be from _____ until _____.

3. **Lease Payments/Late Charge.** Lessee agrees to pay the monthly rental amount of \$_____ per month, due and payable on the first day of each month, for the use and occupation of the Leased Premises, commencing on the execution of this Lease and continuing on the _____ day of each month thereafter during the term of this Lease. In the event any payment required to be paid by Lessee hereunder is not made within five (5) days of when due, Lessee shall pay to Lessor, in addition to such payment or other charges due hereunder, a late fee of 10% of the rental amount. An additional fee of \$10.00 per day shall be assessed for each additional day rent is late until rent is paid in full retroactive to the first day of the month. All late fees and interest shall be payable by Lessee. Acceptable payments of rent shall be paid via the tenants TWA portal at SouthMainManagment.com or Cashpay digital money orders at any Walmart Money Services desk. Instructions for both methods will be provided to the Lessee upon signing lease. In the event an exception is made for the payment via personal check and is returned due to insufficient funds, Lessee shall make payment to Lessor of the amount of said check, plus a fee of 10% of the rental amount, within three (3) days of such check being returned.

4. **Security Deposit.** Lessee shall deposit with the Lessor the sum of \$_____ on the date of the execution of this Lease, to be held, without interest payable to Lessor, as a security for the payment of Rent and for the faithful performance by Lessee of all covenants and agreements under this Lease. The deposit shall be returned to Lessee after the termination and any renewal hereof, provided Lessee shall have made all such payments and performed all such covenants and agreements. Nothing in this paragraph shall be deemed to limit the amount of any claim, demand, or cause of action of Landlord against Tenant under the other provisions of this Lease.

5. **Condition of Property.** Lessee acknowledges that the Leased Premises has been inspected and is satisfactory. The Leased Premises is accepted in "AS IS" condition. Lessors have made no express or implied warranties as to the condition of the Leased Premises and no agreements have been made regarding future repairs unless specified in this Lease.

6. **Use of Premises.** Lessee and Lessee's immediate family exclusively, shall occupy the Leased Premises only as a private single family dwelling, and no part of the

Leased Premises shall be used at any time during the term of this Agreement by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Lessee shall comply with any and all laws, ordinances, rules, and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Leased Premises.

7. **Parking and Common Areas.** If applicable, various areas of the Complex are designated and intended for the use in common by all Lesees, including the parking areas, walkways, swimming pool, clubhouse, and other amenities made available by Landlord which shall be used by Lessee in accordance with the Rules and Regulations. Landlord reserves the right to set the days and hours of use for all common areas and to change the character of or close and common area based upon the needs of Landlord and in Landlord's sole and absolute discretion, without notice, obligation or recompense of any nature to Lessee. Certain common areas may have installed video surveillance cameras. Lessee hereby acknowledges and agrees that any vandalism and/or illegal activity caught on a video recorder can and will be used against them.

8. **Assignment and Sub-Letting.** Lessee shall not assign this Lease or grant any license to use the Leased Premises or any part thereof without the prior written consent of Lessor. An assignment, sub-letting, or license without the prior written consent of Lessor or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Lease.

9. **Maintenance and Repairs.** It shall be the responsibility of Lessor to maintain and/or repair the following:

- Any maintenance or repair necessary to comply with the requirements of applicable building and housing codes materially affecting health and safety;
- Any maintenance or repair necessary to put and keep Leased Premises in a habitable condition.

Rights of the Lessee under this section do not arise if the condition causing the need for the maintenance or repair was caused by the willful or negligent act or omission of the Lessee, a member of Lessee's family, a licensee, or other person on the premises with Lessee's consent.

It shall be the responsibility of Lessee to maintain and/or repair the following:

- Any thing located on the Leased Premises, damage to which was caused by the willful or negligent act or omission of Lessee, or other person on the premises with Lessee's consent.
- Lessee shall take appropriate measures to protect water pipes from damage due to freezing.

- Lessee shall be responsible for damages caused by Lessee's failure to timely notify Lessors of the need for repairing any item or condition which it is the Lessors' duty to repair.
- All air conditioning and heating filters.
- All light bulbs and smoke detector batteries.
- Lessee shall maintain the Leased Premises (and any surrounding area over which Lessee has control) in a neat and clean condition.
- Lessee shall not obstruct the driveways, sidewalks, courts, entry ways, or stairs, which shall be used for the purposes of ingress and egress only.
- Lessee shall keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair.
- Lessee shall not leave windows or doors in an open position during any inclement weather.
- Lessee shall not hang any laundry, clothing, sheets, etc. from any window, rail, porch, or balcony, nor air or dry any of the same within any yard area or space.
- Lessee shall keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use the same only for the purposes for which they were constructed. Any damage and the cost of clearing stopped plumbing shall be borne by Lessee.
- Lessee shall keep all radios, television sets, stereos, phonographs, etc. turned down to a level of sound that does not annoy or interfere with other residents.
- Lessee shall deposit all trash, garbage, rubbish, or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish, or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements.

10. **Alterations and Improvements.** Lessee shall make no alterations or improvements, including paint, to the Leased Premises or construct any building or make any other improvements on the Leased Premises without the prior written consent of Lessor, which may be withheld for any or no reason. Any and all alterations, changes, and improvements built, constructed, or placed on the Leased Premises by the Lessee shall, unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Leased Premises at the expiration or earlier termination of this Lease.

11. **Utilities and Services.** Lessee shall be responsible for all utilities, including, but not limited to, gas, electricity, water, cable, telephone, and internet.

12. **Insurance.** Lessors and Lessee shall each be responsible to maintain appropriate insurance coverage for their respective interests in the Leased Premises and property located on the Leased Premises.

13. **Hazardous Materials.** Lessee shall not keep or have or dispose of on the Leased Premises any article or thing of a dangerous inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company.

14. **Access by Landlord.** Lessor shall have the right at all reasonable times and with reasonable notice to Lessee to enter the Leased Premises to make inspections, provide necessary services, or show the Leased Premises to potential future Lessees, mortgagees, tenants or workers, to exercise a contractual or statutory lien, leave written notices, or seize nonexempt property after event of default. As provided by law, in the case of an emergency, Lessor may enter the Leased Premises without Lessee's consent. Lessor shall have the right to show the Leased Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Leased Premises at any time within forty-five (45) days before the expiration of this Lease.

15. **Default.** If Lessee fails to comply with any of the provisions of this Lease, other than the covenant to pay rent, or of any present rules and regulations, or materially fails to comply with any duties imposed on Lessee by statute, within fourteen (14) days after deliver of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate the Lease by reason thereof, Lessor may terminate this Agreement and exercise any and all rights and remedies available to Lessor at law or in equity. If Lessee fails to pay rent when due and the default continues for seven (7) days thereafter, Lessor may, at Lessor's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Lessor at law or in equity and may immediately terminate this Agreement.

16. **Indemnity.** The Lessee, during the terms hereof, shall indemnify and save harmless the Lessors, from and against any and all claims and demands whether for injuries to persons, or loss of life, or damage to property, occurring within or upon the Leased Premises, and arising out of the use and occupancy of said demised premises by the Lessee except for acts of Lessors.

17. **Attorneys' Fees and Court Costs.** If it shall become necessary for Lessor to employ an attorney to enforce any provision of this Lease, or collect any amounts past due hereunder, Lessee agrees to pay Lessor's reasonable attorney fees, costs of collection and costs of court.

18. **Damage to Premises.** In the event the Leased Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Lease shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. Should a portion of the Premises thereby be rendered untenable, the Lessor shall have the option of either repairing such injured or damaged portion or terminate this Lease. In the event that Lessor exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bear to the whole Leased Premises, and such part so injured shall be restored by

Lessor as speedily as practicable, after which h the full rent shall recommence and the Lease continue according to its terms.

19. **Lessee's Hold Over.** If Lessee remains in possession of the Leased Premises with the consent of Lessor after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all of the terms and conditions hereof except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

20. **Animals.** Lessee shall not have any pets on the Leased Premises at any time without the prior written consent of Lessor. In the event Lessor allows Lessee to have a pet on the Leased Premises, Lessee shall pay a non-refundable pet fee in the amount of \$_____ to Lessor.

20. **Special Provisions.** _____

21. **Surrender of Leased Premises.** Upon expiration of the term hereof, Lessee shall surrender the Leased Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear thereof and damages by the elements excepted.

22. **Abandonment.** If at any time during the term of this Lease Lessee abandons the Leased Premises or any part thereof, Lessor may, at Lessor's option, obtain possession of the Leased Premises in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatsoever. Lessor may, at Lessor's discretion, as agent for Lessee, relet the Leased Premises for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of reentry is exercised following abandonment of the Premises by Lessee, then Lessor shall consider any personal property belonging to Lessee and left on the Leased Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so.

23. **Severability.** If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

24. **Binding Effect.** The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

25. **Entire Agreement.** This Lease contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified in writing, if the writing is signed by the party obligated under the amendment.

This the ____ day of _____.

LESSOR:

LESSEE:

SOUTH MAIN MANAGEMENT, LLC

Its: Property Manager

