

Month-to-Month Rental Agreement

Date: 2-02, 2007

RECEIPT IS HEREBY ACKNOWLEDGED by Epstein Rentals hereinafter called

Management, from Barbara Higgins hereinafter

called Tenant, the sum of \$ 250 Holdover as deposit and the sum of \$ 300⁰⁰ for

the first month's rent of the premises owned by said Management and located

at 1021 B E 5th STREET hereinafter called premises. Said premises

the Management hereby agrees to rent to said Tenant on a month-to-month basis at a rental of

\$ 300⁰⁰ per month, payable in advance, at 744 McCallie Ave Suite 129, on the

FIRST DAY of each and every succeeding calendar month.

IN CONSIDERATION OF the Management leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

- 1) To pay **LATE CHARGES** of 10% of Monthly rent when any payment is more than five (5) days past due. **If rent is more than ten (10) days past due this agreement is automatically terminated and Tenant agrees to vacate premises before the end of that month, this does not release tenant from obligation to pay rent for that month.**
- 2) To take good care of the property and to pay for any breakage or destruction of the property, ordinary wear and tear excepted, and to leave property clean, removing all trash and household effects and to pay for the cleaning of the property if he fails to so leave it.
- 3) To give the management thirty (30) days Notice in writing of intent to vacate the building and agree that vacating the property without proper notice does not release tenant from any damages to the property caused thereby or for rent lost for this period.
- 4) In the event default be made in the payment, management may at its own option and without notice to tenant, terminate the tenancy and re-enter the premises with or without process of law, and remove there from tenant and other occupants and all of their personal property without liability therefore. Tenant agrees to pay court fees should they be incurred in the enforcement of this agreement.
- 5) A partial receipt of rent arrears shall not operate as a waiver of any forfeiture which may have before that time been incurred. Tenant agrees that the payment of rent arrears shall not effect any suit filed to recover possession of the property.
- 6) If the lease should at any time become void or forfeited, no demand shall be necessary to a recovery of possession of the premises, and the management shall be entitled to sue out a distress warrant for rent, whether the same become due before or after forfeiture incurred. And which receipt of rent, or suing of a distress warrant shall not be considered a confirmation or renewal of the lease.
- 7) Tenant is responsible for their personal property. Tenant is responsible for carrying insurance on their personal property. Management is not responsible for any damage or losses of tenant's personal property.
- 8) **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements

thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building.

9) **PETS ARE NOT ALLOWED WITHOUT WRITTEN PERMISSION FROM LANDLORD.** As additional rent, Tenant agrees to pay a non-refundable pet fee of \$ 0 per month for each pet. All pets on the property not registered under this Lease shall be presumed to be strays and will be disposed of by the appropriate agency as prescribed by law. A Pet Agreement, if applicable, is attached hereto as Exhibit "B", and incorporated herein by reference.

10) **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of:

Ms. Barbara Jeanette Higgins AGE 42
Robert Ryan McDaniels III AGE 12
Zachary Johann McDaniels AGE 11

exclusively, as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are short term guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use.

- 11) The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Management, disturbs the comfort or convenience of other tenants.
- 12) Tenant has examined the premises thoroughly and knows their condition and accepts the same in present condition. Tenant shall at his own expense throughout the term of the lease, make all the repairs necessary to make the leased premises safe and suitable for use.
- 13) Deposit is held in SunTrust Bank account number 200-049-5. Tenant understands that he may return this lease to the landlord within twenty-four (24) hours after signing same.
- 14) For any matter relating to this tenancy, whether during or after this tenancy has been terminated: the address of the Tenant is the Premises during this tenancy, and after this tenancy is terminated, and the address of the Management is 744 McCallie Ave. Suite 129, both during this tenancy and after it is terminated. The Management or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.
- 15) This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Tennessee.
- 16) If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement 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.

D. F. West
LANDLORD

TENANT

Ms. Barbara Jeanette Higgins
TENANT

CO-SIGNER

THIS 2nd DAY OF February, 2007