

This is the most recent lease provided by seller and it is assumed but not guaranteed that terms outlined in this lease are still in effect.

### LEASE AGREEMENT

THIS AGREEMENT, made and entered into and effective the 10 day of May, 2018, by and between **Kenneth E. Jenkins Trust**, hereinafter called the "Lessor", and April Richer, citizens and residents of Hamblan County, Tennessee, hereinafter referred to as "Lessee".

WITNESSETH, that for and in consideration of the agreements, covenants and undertakings herein contained, on part of the parties to be kept and performed, the parties hereto do hereby agree as follows:

1. Lessor does hereby demise and lease unto the Lessee a house located at 8480 Stagecoach Rd Whitesburg, Tennessee together with the right of ingress and egress thereto. To hold the said premises hereby demised unto said Lessee from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ through the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the said Lessee paying therefore a rent of \$ 500<sup>00</sup> per month due and payable on the 6<sup>th</sup> day of each month. Rental payments shall be made by delivering same to Lessor at 210 East Main Street, Rogersville, Tennessee 37857, c/o William E. Phillips. The first month's rental payment shall be made in advance, upon execution of this agreement.

2. Prior to Lessee's occupancy of the premises Lessee shall pay to Lessor the additional sum of \$ 500<sup>00</sup> to be held by Lessor as a damage deposit. Upon termination of this agreement for any reason whatsoever, by either party, Lessor shall determine, at Lessor's sole discretion if any damage to the premises has occurred during the term of the lease, and, if so, shall apply so much of the damage deposit as is necessary, in Lessor's sole discretion, to repair or correct such damage with the balance, if any, return to Lessee.

3. Lessor acknowledges that Lessee may make certain improvements to the premises and that upon termination of this lease Lessee shall not be entitled to removal of said improvements without the prior written approval of Lessor.

4. Lessor covenants with Lessee that Lessee shall peaceably and quietly use, occupy and possess the said premises for the full term of this lease without let, hinderance, eviction, molestation or interruption whatever, except as provided below.

5. Lessee shall pay all water, electricity, gas charges and all other utilities which may be assessed upon the demised premises during the term hereof. Lessor shall pay all real property ad valorem taxes assessed upon the premises.

6. All day to day maintenance and upkeep shall be the responsibility of Lessee; including

yard maintenance and mowing.

7. Lessee shall not suffer or commit any waste of the premises, nor make any unlawful, improper or offensive use of the same. Pets shall not be allowed upon the premises and smoking shall not be allowed within the residence house.

8. Lessor maintains the right of entry and inspection at all times which will not unreasonably interfere with Lessee's use of the premises.

9. Lessee shall not assign this lease or sublet the said premises or any part thereof without the previous consent of the Lessor being first obtained in writing.

10. The lease shall terminate at the end of any term established herein or when the Lessee shall vacate the said premises, providing all payments have been made hereunder. Lessee may, provided Lessee is not in default of this agreement, extend this lease for an additional twelve (12) months, upon written notice to Lessor, not less than thirty (30) days prior to end of the initial term herein, paying therefore a rent of \$ 500<sup>00</sup> per month.

11. At the termination of said tenancy Lessee shall quietly yield up said premises in as good and tenantable condition in all respects (reasonable wear and tear and damage by fire or other unavoidable causes excepted) as the same are now in.

12. In the event that the rent to be paid by Lessee to Lessor herein shall be in arrears, or in the event of any breach of any of the covenants and agreements herein, including nonpayment of rent so as to be delinquent for more than fifteen (15) days, on the part of the Lessee herein contained, the Lessor may, at his option, declare the entire rent for the term for which said premises are leased, due and payable, and/or may declare this Lease terminated and re-enter upon and take possession of the demised premises upon ten (10) days notice to Lessee. Rental payments made more than ten (10) days after the due date shall incur a \$25.00 late fee.

13. For the purpose of any notifications to be made hereunder, the addresses of the parties are as follows:

**LESSOR**

Kenneth E. Jenkins Trust  
c/o William E. Phillips  
210 East Main Street  
Rogersville, TN 37857

**LESSEE**

April Richer  
8420 Stagecoach Rd  
Whitesburg TN 37

14. Lessee shall indemnify and hold Lessor harmless in the event of any loss or damage to person, property or economic loss whatsoever, regardless of the cause of said loss, which may occur upon the demised premises, except to the extent said loss was directly caused by Lessor.

15. This agreement may be altered or amended only in writing signed by each of the parties hereto.

16. In the event Lessor shall seek legal counsel or resort to legal action in order to enforce

this agreement, the Lessor shall be entitled to payment from Lessee for expenses of collection or enforcement including attorney's fees, court costs and other legal expense.

17. The agreement shall be construed according to the laws of the State of Tennessee, and the sole jurisdiction and venue for judicial relief shall be the in Hawkins County, Tennessee.

**IN WITNESS WHEREOF**, the parties hereto have executed this lease effective the day and year first above written.

**Lessor:**

Kenneth E. Jenkins Trust

By: Ray Pass, Agent

Title: Agent

**Lessee:**

Spive Ricker

\_\_\_\_\_