

SOUTHERN STATION LEASE AGREEMENT

This Lease Agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Lessor, **South Main, LLC**, shall be referred to as "LESSOR" and Tenant(s)/Lessee, _____, shall be referred to as "LESSEE." As consideration for this agreement, LESSOR agrees to rent/lease to LESSEE and LESSEE agrees to rent/lease from LESSOR for use solely as a commercial office, the premises located at **140 S Main Street Suite _____** in the city of **Collierville, TN**.

1. **TERMS:** LESSEE agrees to pay in advance \$ _____ per month by the **1st** day of each month. This agreement shall commence on _____ and continue until _____. Tenancy shall then be allowed to continue on a month-to-month basis until either party shall terminate by giving a written notice of intention to terminate at least **30** days prior to the date of termination.

2. **PAYMENTS:** Rent and/or other charges are to be paid at such place or method designated by the owner as follows **Southern Abode P O Box 551, Collierville, TN 38027**. All payments are to be made by check or money order and cash shall be acceptable. LESSOR acknowledges receipt of the First Month's rent of \$ _____ and a Security Deposit of \$ _____. All rent payments are to be made payable to **Southern Abode**. Security Deposit is to be made to **Southern Abode**.

3. **SECURITY DEPOSITS:** The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to LESSEE within **30** days after the premises have been completely vacated less any amount necessary to pay LESSOR; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to LESSEE within **10** days of move-out. If deposits do not cover such costs and damages, the LESSEE shall immediately pay said additional costs for damages to LESSOR.

4. **LATE CHARGE:** A late fee of **5%** of the monthly rent shall be added to any payment of rent made after the **5th** day of the month for which it is due or for which a deficient (bounced) check shall have been given.

5. **UTILITIES:** LESSOR agrees to pay all utilities and/or services based upon occupancy.

6. **LIQUID FILLED FURNISHINGS:** No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the LESSOR. LESSEE also agrees to carry insurance deemed appropriate by OWNER to cover possible losses that may be caused by such items.

7. **NOISE:** LESSEE agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another LESSEE and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

8. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that LESSEE'S use is seriously impaired, LESSOR or LESSEE may terminate this Agreement immediately upon three day written notice to the other.

9. **CONDITION OF PREMISES:** LESSEE acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by LESSOR are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. LESSEE agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by LESSEE and/or his guests, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to LESSOR in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to LESSOR. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

10. **PROPERTY MAINTENANCE:** LESSEE shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. LESSEE shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. LESSEE shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. LESSEE shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from wash basins or sinks.

11. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by LESSOR after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to LESSEE. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

12. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all LESSEE'S belongings, and keys and other property furnished for LESSEE'S use are returned to LESSOR. Should the LESSEE hold over beyond the termination date or fail to vacate all possessions on or before the termination date, LESSEE shall be liable for additional rent and damages which may include damages due to LESSOR'S loss of prospective new tenants.

13. **POSSESSION:** If LESSOR is unable to deliver possession of the residence to LESSEE on the agreed date, because of the loss or destruction of the building or because of the failure of the prior residents to vacate or for any other reason, the LESSEE and/or LESSOR may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

14. **INSURANCE:** LESSEE acknowledges that LESSOR'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall LESSOR be held liable for such losses. LESSEE is hereby advised to obtain his own insurance policy to cover any personal losses. LESSEE shall obtain general liability insurance with a minimum of \$1,000,000 coverage and South Main LLC listed as additional insured.

15. **RIGHT OF ENTRY AND INSPECTION:** LESSOR may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. LESSOR shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. LESSOR is permitted to make all alterations, repairs and maintenance that in LESSOR'S judgment is necessary to perform.

16. **ASSIGNMENT:** LESSEE agrees not to transfer, assign or sublet the premises or any part thereof.

17. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the LESSOR'S or LESSEE'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

18. **NO WAIVER:** LESSOR'S acceptance of rent with knowledge of any default by LESSEE or waiver by LESSOR of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by LESSOR of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

19. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

20. **JOINTLY AND SEVERALLY:** The undersigned LESSOR/LESSEE are jointly and severally responsible and liable for all obligations under this agreement.

21. **REPORT TO CREDIT/TENANT AGENCIES:** You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency and may create a negative credit record on your credit report.

22. ADDITIONS AND/OR EXCEPTIONS

None

23. **NOTICES:** All notices to LESSEE shall be served at LESSEE'S premises and all notices to LESSOR shall be served at Southern Abode, P O Box 551 Collierville, TN 38027.

24. **INVENTORY:** The premises contains the following items, that the LESSEE may use.

All Common Area, All Common Area furniture

25. **KEYS AND ADDENDUMS:** LESSEE acknowledges receipt of the following which shall be deemed part of this Agreement: (Please check)

3 Keys #of keys and purposes: **1 key for exterior doors, 2 Keys for Interior Office door**

Other: _____

\$50 key deposit and/or rekey fee due at time of security deposit

26. **IDEMNITY:** LESSEE will protect, indemnify and save LESSOR, its partners, shareholders, employees, officers, directors, agents and their respective successors and assigns harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorney's fees and expenses) imposed upon, incurred by or asserted against LESSOR by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or

any part thereof or the adjoining properties, sidewalks, curbs, streets or ways, or resulting from an act or omission of LESSEE or anyone claiming by, through or under LESSEE; (b) any failure on the part of LESSEE to perform or comply with any of the terms of this Lease or any other agreements affecting the Premises; (c) the use, occupation, condition, or operation of the Premises or any part thereof; or (d) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. In case any action, suit or proceeding is brought against LESSOR by reason of any such occurrence, LESSEE will, at LESSEE's sole expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended with counsel acceptable to LESSOR. Notwithstanding the foregoing, LESSEE shall not be responsible for the gross negligence and willful misconduct of LESSOR, its affiliates or their employees: (a) resulting in any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways; and (b) with respect to the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof.

27. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between LESSOR and LESSEE. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

28. **RECEIPT OF AGREEMENT:** The undersigned LESSEES have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

LESSEE'S Signature _____ Date _____

LESSEE'S Signature _____ Date _____

LESSOR'S Signature _____ Date _____

AGENT'S Signature _____ Date _____

(No representation is made as to the legal validity or the adequacy of any provision in this Agreement. If you desire legal advice, consult your attorney.)