

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

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FILED

BRYAN K. SOWARDS and SUSAN W.)
SOWARDS,)

Plaintiffs,)

vs.)

ZACH BROWN,)

Defendant.)

No. 16-567 TH

VERIFIED COMPLAINT

Bryan and Susan Sowards (together "Landlord"), by and through counsel, hereby file this Complaint against Zach Brown ("Tenant") for breach of contract

I. INTRODUCTION

1. Starting in the summer of 2014, the Sowards leased their home to Zach Brown, professional football player and former linebacker for the Tennessee Titans. Mr. Brown stopped paying his rent several months before the end of the one-year lease and refused to leave the home at the conclusion of the lease, requiring the Sowards to file a detainer action against Mr. Brown to seek back rent and possession of their property. Upon regaining possession of their property and a judgment for back rent, which remains partially unpaid, the Sowards discovered significant damage to their previously pristine home. The Sowards bring this action to recover the cost of repairs and other damages pursuant to the terms of the lease agreement. See *Boyce v. LLP Mortgage Ltd.*, 435 S.W.3d 758, 765 (Tenn. Ct. App. 2013) ("A judgment in an action of forcible entry and detainer does not bar a subsequent action . . . where the matters in the second action could not have been litigated in the forcible entry and detainer action, such as claims for damages.") (quoting 50 C.J.S. Judgments § 1193); see also *Nashland Assoc. V. Shumate*, 730

S.W.2d 332, 335 (Tenn. Ct. App. 1987) (holding a landlord may a second suit against a lessee once those damages can be determined).

II. PARTIES

2. Bryan and Susan Sowards are residents of Jacksonville, Florida and are owners of the residential property located at 1908 Edenbridge Way, Nashville, Tennessee 37215.
3. On information and belief, Zach Brown is a resident of the State of New York.

III. JURISDICTION AND VENUE

4. Jurisdiction and venue are proper in this Court because the leased real property at issue is located in Davidson County, Tennessee and Paragraph 26(B) of the lease between the parties identifies the courts of Tennessee as having jurisdiction and venue for any litigation between the parties.

IV. FACTS

5. Landlord owns residential property located at 1908 Edenbridge Way, Nashville, Tennessee 37215 (the "Property"), where Landlord lived until June 2007, when they moved to Jacksonville, Florida. Landlord has rented the Property to residential tenants since moving to Florida.
6. In early June 2014, Landlord was contacted by Tenant's realtor about leasing the Property immediately under a one-year lease agreement.
7. Landlord and Tenant entered into a lease agreement, prepared by Tenant's realtor, with a lease term from June 6, 2014 to June 6, 2015 (the "Lease"). A copy of the Lease is attached hereto as Exhibit A.
8. The monthly rent payment under the Lease was \$4,300 per month with a \$4,300 security deposit paid by Tenant at the commencement of the Lease term.

9. In Paragraph 4 of the Lease, Tenant acknowledged that the Property was in a clean, fit, and habitable condition at the start of the Lease term. Tenant further acknowledged that all appliances were operable as of the start of the Lease term.

10. Second 4 of the Lease provides that Tenant is responsible for maintaining the interior walls, carpet/flooring, light fixtures, patio/porch, and landscaping/yard. Second 4 further provides that once the Lease is terminated, Tenant shall pay the repair bill immediately for items not maintained by Tenant. Tenant shall be responsible for the reasonable costs of any and all repairs necessary by the negligence or willful misconduct of the Tenant (including Tenant's family members, agents, employees, contractors, licensees, invitees, guests, pets or anyone or anything else under the control of Tenant). In the event that Tenant does not promptly pay for any repairs and/or maintenance required under the Lease, following termination of the Lease, Landlord may deduct that amount from the security deposit.

11. The Addendum to the Lease further provides that Tenant will maintain all other parts of the Property including all glass, doors, windows, utility meters, utility lines, wiring, pipes and drains, and the yard in good repair at Tenant's own expense unless damaged by the negligence of Landlord.

12. In Paragraph 9 of the Lease, Tenant agreed to maintain the Property in the same or better condition that it was as of the lease commencement date and agreed to be held responsible if there is any damage to the Property, normal wear and tear excepted, or items included in the Lease are removed. Tenant further agreed to removal any and all ashes, rubbish, garbage, and other waste from the Property.

13. Paragraph 10(B) of the Lease provides that if all keys and garage door openers to the Leased Property are not returned when Tenant vacates the Leased Property, Landlord may charge a re-key charge in the amount of \$200.

14. Paragraph 10(H) of the Lease provides that Tenant is not permitted to have any animals, birds or pets of any kind on the Property without prior written consent of Landlord.

15. Paragraph 10(I) of the Lease provides that Tenant will not deliberately or negligently destroy, deface, damage, impair or remove any part of the Leased Property or permit any person to do so.

16. Pursuant to Paragraph 3 of the Lease, Tenant has a right to inspect the Property with Landlord to determine Tenant's liability for physical damages unless Tenant has been judicially removed from the Property or if the Tenant does not request a mutual inspection.

17. Pursuant to Paragraph 3(A), where Landlord provides notice to Tenant of his right to be present at a mutual inspection and Tenant fails to appear at the scheduled inspection, Tenant waives any right to contest any damages assessed by Landlord.

18. The Lease further provides in Paragraph 16 that Landlord is entitled to the recovery of their attorneys' fees, court costs and expenses in relation to Tenant's breach of the Lease.

19. Prior to the expiration of the Lease, Tenant stopped making the required monthly lease payments. Tenant further failed to vacate the Property at the expiration of the Lease term.

20. Landlord filed a detainer warrant to recover back rent owed by Tenant and to recover possession of the Property. On July 2, 2015, Landlord was awarded possession of the Property and damages related to unpaid rent.

21. On July 15, 2015, Tenant informed Landlord, through Tenant's sports agent, Carl Carey, that Tenant had vacated the Property.

22. Landlord had provided Tenant with three house keys and three garage door openers at the commencement of the Lease term. On July 20, 2015, Tenant returned only two copies of the house keys and two garage door openers to Landlord. Further, the key copies (colorful keys with designs) provided by Tenant were not the original keys (plain metal keys stamped "Baldwin") provided by Landlord.

23. Because Tenant retained copies of the original house keys and a garage door opener to the Property, Landlord was required to have the locks changed on the Property.

24. Landlord proceeded to schedule an inspection of the Property for July 27, 2015. Although Landlord was not required to invite Tenant to the inspection, Landlord notified Tenant in writing of the scheduled mutual inspection and invited Tenant to attend. A copy of this letter is attached hereto as Exhibit B.

25. Tenant did not respond to the inspection letter and did not appear at the inspection on July 27, 2015.

26. At the inspection, it became apparent that Tenant had at least one dog in the Property in violation of the Lease. Further, Landlord observed significant damage to the Property, including, but not limited to:

- animal teeth marks on the wooden staircase;
- animal teeth marks and nail marks on several door frames;
- animal nail scratches over large portions of the hardwood floors;
- dark staining to the carpet;
- damage to the walls by what appears to be repeated throws of footballs and darts;
- nonworking HVAC unit due to what appears to be lack of maintenance;
- damage to the wall where it appears someone punched a hole in the wall; and
- significant damage to a bedroom door frame where it appears a locked door was forced open.

27. A significant amount of debris was left in the Property and Landlord was required to pay for the removal of this debris.
28. Landlord notified Tenant of the damage and his obligation under the Lease to pay for the damage repair costs. Tenant refused to pay any damage repair costs.
29. Landlord incurred \$59,086.85 in repair costs as a result of damage caused by Tenant to the Property. Repair invoices for these expenses are attached as Collective Exhibit C.

V. BREACH OF LEASE CONTRACT


30. Landlord incorporates the allegations in the foregoing paragraphs of the Complaint as if fully set forth herein.
31. Landlord and Tenant entered into a Lease for Tenant's use of the Property.
32. Tenant executed the Lease on June 4, 2014.
33. Tenant failed to maintain significant portions of the Property as required under the Lease.
34. Tenant caused damage to the Property that required Landlord to incur repair costs in the amount of \$59,086.85 and additional rekeying costs.
35. The damage to the Property was a result of Tenant's negligence and/or willful misconduct.
36. Pursuant to the Lease, Landlord is entitled to recovery of the repair costs to the Property in the amount of \$59,086.85 and an additional payment \$200 to re-key the Property, for a total damages award of at least \$59,286.85.
37. By failing to appear at the mutual inspection, Tenant has waived any right to contest the damages identified by Landlord.
38. Landlord is entitled to recover its attorneys' fees and costs associated.

V. PRAYER FOR RELIEF

WHEREFORE, Landlord respectfully requests the following relief:

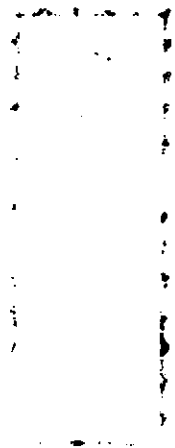
1. That proper process issue and be served on Tenant or his agents for service of process;
2. That this Court find Tenant liable for breach of contract;
3. That this Court award Landlord its compensatory damages of at least \$59,286.85;
4. That this Court award Landlord all of its attorneys' fees, expenses, and costs for this action pursuant to Paragraph 16 of the Lease; and
5. That this Court award Landlord such further relief as this Court deems proper and just.

Respectfully submitted,




Lauren Z. Curry (No. 30123)
SHERRARD ROE VOIGT & HARBISON, PLC
150 3rd Avenue South, Suite 1100
Nashville, TN 37201
Telephone: (615) 742-4200
Fax: (615) 742-4539

Attorney for Landlord




VERIFICATION

I, Bryan K. Sowards, hereby verify under oath that the foregoing allegations are true and correct to the best of my knowledge.

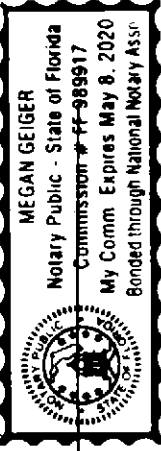

Bryan K. Sowards

STATE OF FLORIDA)
)
COUNTY OF Duval)

SWORN TO and subscribed before me, a Notary Public, on this, the 26th day of May, 2016.


NOTARY PUBLIC

My Commission Expires:



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INDEXED
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RESIDENTIAL LEASE AGREEMENT FOR SINGLE-FAMILY DWELLING

1 For and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the sufficiency
2 and adequacy of which is hereby acknowledged,

3 Zach Brown as tenant ("Tenant"),
4 and BRYAN K. and SUSAN W. SOWARDS as landlord
5 ("Landlord"), do enter into this Lease Agreement ("Lease" or "Agreement") on this the 6th day of
6 JUNE, 2014 ("Binding Agreement Date").

1. LEASE AGREEMENT.

7 Landlord hereby leases to Tenant and Tenant leases from Landlord all that tract or parcel of land, with such
8 improvements as are located thereon, described as follows:

9 All that tract of land known as:

10 1908 Eda nbridge Way (Address),
11 Nashville (City), Tennessee 37215 (Zip), as recorded in
12 DAVIDSON County Register of Deeds Office
13 _____ instrument number and further described as:
14 _____ page(s), and/or
15 _____

16 together with all the fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred
17 to as the "Leased Property".

18 A. INCLUDED as part of the Leased Property (if present): all attached light fixtures and bulbs including ceiling fans,
19 permanently attached plate glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm
20 doors and windows; all window treatments (e.g. shutters, blinds, shades, curtains, draperies) and hardware; all wall-
21 to-wall carpet; range; all built in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs,
22 fireplace doors and attached screens; all security system components and controls; garage door opener and all (at
23 least (N/A) remote controls; swimming pool and its equipment; awnings; permanently installed outdoor cooking
24 grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball goals and backboards; TV mounting
25 brackets (but excluding flat screen TVs); antennae and satellite dishes (excluding components); and central vacuum
26 systems and attachments.

27 B. Other items that REMAIN with the Leased Property at no additional cost to Tenant:

28 N/A

29 C. Items that WILL NOT REMAIN with the Leased Property:

30 N/A

31 D. LEASED ITEMS FROM A THIRD PARTY. Leased items that remain with the Leased Property (e.g., security
32 systems, water softener systems; fuel tank, etc.) (N/A)
33 Lease payments of the aforementioned items shall be the responsibility of N/A following
34 date of possession. If said leases are not assumable, it will be Landlord's responsibility to pay balance.

35 E. FUEL. Fuel, if any, will be adjusted and charged to Tenant by Landlord in monthly installments in addition to the
36 Rent at current market prices.

2. LEAST TERM AND RENTAL AMOUNT.

37 A. Lease Term

38 The term of this Lease Agreement shall be for 12 MONTHS (twelve) months and shall begin on
39 JUNE 6, 2014 and end on JUNE 6, 2015
40 (Lease Term).

41 B. Rent.

42 During the Lease Term Tenant shall pay, without any notice or demand, the amount of \$1,600.00 ^{Annex} per month on or before the first (1st) of each month ("Rent"). The Rent shall begin and
43 Dollars (\$4300.00) per month on or before the first (1st) of each month ("Rent"). The Rent shall begin and
44 _____ Dollars (\$4300.00) per month on or before the first (1st) of each month ("Rent"). The Rent shall begin and
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47 _____ Dollars (\$4300.00) per month on or before the first (1st) of each month ("Rent"). The Rent shall begin and
48 _____ Dollars (\$4300.00) per month on or before the first (1st) of each month ("Rent"). The Rent shall begin and



EXHIBIT

A

48 the first payment shall be made on or before JUNE 6 2014 In the event that
50 the first day of the Lease Term is other than the first (1st) of the month, the first and last months' Rent shall be
51 due the same day of the of every month that the 1st payment was made.

52 Rent shall be made payable to SUSAN W. SOWARDS at the following address:
53 10761 SKYLARK DRIVE, JACKSONVILLE, FL 32257

54 AG AG BKS
55 Rent shall be deemed paid upon the date it is received at the above address. There is a five day grace period ("Grace
56 Period") beginning on the day that the Rent was due which is to be included in the calculation of the Grace Period.
57 If the last day of the Grace Period falls on a Sunday; January 1st; Martin Luther King Jr. Day (the 3rd Monday in
58 January); and (3rd Monday in February, known as Washington Day, Memorial Day (the last Monday in May); July
59 4th; Labor Day (the first Monday in September); Columbus Day (the 2nd Monday in October); Veteran's Day
60 (November 4th); Thanksgiving Day (the 4th Thursday in November); Christmas Day (December 25th); Good Friday,
61 or any day set aside for county, state or national election, the Grace Period shall end the following business day.
62 Saturday is deemed to be a business day for the purposes of paying Rent unless it falls on one of the aforementioned
63 days. If Rent is not received in full at the above address on or before the end of the Grace Period of each month, a
64 late charge of ONE HUNDRED DOLLARS (\$100.00) shall be charged to Tenant. (Late
65 Charge). The amount of the Late Charge shall not, under any circumstances, exceed ten percent (10%) of the
66 amount of Rent past due. If the bank returns a Rent check unpaid, Tenant shall owe Landlord an additional charge
67 of \$50.00 to cover the expense of processing. Landlord shall notify Tenant in writing of any changes to whom
68 Rent is to be paid and the location to which Rent should be sent. Tenant waives notice and demand as to all
69 payments of Rent due hereunder. All parties understand and agree that neither the Broker nor the licensee
70 representing Landlord is acting in the capacity of a property manager in this transaction.

71 AG AG BKS
72 3. SECURITY DEPOSIT. Four thousand, three hundred dollars
73 Tenant shall pay 4300 Four thousand, three hundred dollars as payment of a
74 security deposit ("Security Deposit") to SUSAN W. SOWARDS (name of holder ("Holder"))
75 located at 10761 SKYLARK DRIVE, JACKSONVILLE, FL 32257 (address of Holder) on or
76 before the first day of the Lease Term. Security Deposit will be deposited by Holder in an account at
77 Fifth Third Bank bank or financial institution used only for that purpose. Security Deposit shall remain
78 in this account unless transferred to a similar account with another bank or financial institution until the termination of
79 this Lease. In the event that funds are transferred to another bank, Landlord shall notify Tenant in writing the name of
80 the new bank or financial institution. Security Deposit may be used by Landlord toward payment of any damages to the
81 Leased Property incurred during the Lease Term, normal wear and tear excepted. Said damages include costs for
82 cleaning the Leased Property as well as those resulting from Tenant's failure to perform any of the terms of the Lease
83 contained herein. Landlord may also apply the Security Deposit toward any unpaid Rent if Tenant vacates the Leased
84 Property with Rent still due and owing Landlord. Landlord's damages shall in no way be limited to the amount of the
85 Security Deposit. Any amount of Security Deposit remaining after deduction of said damages shall be returned to
86 Tenant following the termination of the Lease.

87 Tenant shall have the right to inspect the Leased Property with Landlord to determine Tenant's liability for physical
88 damages that are the basis for any charge against the Security Deposit UNLESS Tenant has:

- 89 1. Vacated the Leased Property without giving written Notice;
- 90 2. Abandoned the Leased Property;
- 91 3. Been judicially removed from the Leased Property;
- 92 4. Not contacted Landlord after the Landlord's Notice of Right to Mutual Inspection of the Leased Property;
- 93 5. Failed to appear at the arranged time of inspection as agreed upon between Landlord and Tenant;
- 94 6. If the Tenant has not requested a mutual inspection; OR
- 95 7. The Tenant is otherwise inaccessible to the Landlord.

96 A. Mutual Inspection

97 In a situation in which Landlord has requested that Tenant vacate the Leased Property or within five (5) days after
98 Landlord receives written notice of Tenant's intent to vacate the Leased Property, Landlord shall provide notice to
99 Tenant of Tenant's right to be present at the inspection of the Leased Property (Landlord's Notice of Right to
100 Mutual Inspection). Within said notice [select one]:

101 X Tenant may request that time of inspection be set during normal business hours
102 OR
103 Tenant may not request that time of inspection be set during normal business hours

104 Landlord: [Select one].

105 X requires that inspection be scheduled after Tenant has completely vacated Leased Property and is ready to
106 surrender possession and return all means of access to the Leased Property. Such inspection shall occur on

107 AG AG BKS

105 the day Tenant vacates or within Seven (7) days calendar days of Tenant vacating Leased Property. *BKS*

106 OR

107 Landlord will not require inspection to be scheduled after Tenant has completely vacated the Leased
108 Property.

109 Tenant shall contact Landlord to schedule a mutually agreeable date and time for inspection. If Tenant fails to
110 appear at such scheduled inspection, Tenant waives any right to contest any damages assessed by Landlord. At the
111 scheduled inspection, Landlord and Tenant shall inspect the Leased Property and complete a comprehensive list of
112 damages to the Leased Property and an estimated cost of repairing the damage which is the basis for any charge
113 against the Security Deposit ("List of Damages"). Landlord and Tenant shall sign the List of Damages which shall
114 be conclusive evidence of the accuracy of the listing of damages. In the event Tenant refuses to sign the List of
115 Damages, Tenant shall state specifically in writing the items within the List of Damages with which he does not
116 agree.

117 Appendix A
118 B. Landlord Inspection

119 If Tenant has performed any of the foregoing acts in which he no longer has a right to inspect the Leased Property as
120 contained herein, Landlord shall inspect the Leased Property and complete a List of Damages. Under such
121 circumstances, Tenant is not entitled to be present at said inspection. Landlord shall provide Tenant with a written
122 copy of the List of Damages via certificate of mailing upon Tenant's written request.

123 C. Additional Rights of Parties

124 In the event that Tenant disputes the List of Damages, Tenant may bring suit in either the general sessions or circuit
125 court of the county in which the Leased Property is located for those items to which he specifically dissented in his
126 statement of dissent referenced above. Landlord shall not be entitled to retain any portion of the Security Deposit if
127 Security Deposit was not deposited into a separate account solely used for that purpose and if Landlord fails to
128 provide Tenant with a copy of the List of Damages as required herein.

129 Landlord may recover the costs of any and all contractual damages to which he is entitled herein, plus the cost of
130 any additional physical damages to the Leased Property which are discovered by Landlord after an inspection has
131 been completed. Any additional physical damages must be discovered by Landlord by the earlier of

132 1. Thirty (30) days after Tenant has vacated or abandoned the Leased Property

OR

133 2. Seven (7) days after a new tenant takes possession of the Leased Property.

134 If Tenant vacates the Leased Property with unpaid Rent or other amounts due to Landlord, Landlord may remove the
135 Security Deposit and apply it toward the unpaid debt. If Tenant vacates the Leased Property not owing any Rent and
136 a refund is due, Landlord shall send notice to the last known or reasonably determinable address of the amount of
137 said refund to Tenant. If Tenant does not respond to said notice within sixty days from the sending of the notice,
138 then Landlord may remove the Security Deposit and retain it free from any claim by Tenant or any other person.

139 4. REPAIRS AND MAINTENANCE.

140 Tenant acknowledges that Tenant has inspected the Leased Property prior to the Binding Agreement Date stated herein
141 and acknowledges that it is in a clean, fit, and habitable condition. Tenant acknowledges that all appliances (if present
142 on the Leased Property), including but not limited to the refrigerator, dishwasher, washer, dryer, garbage disposal,
143 heating system, air conditioning system, swimming-pool-equipment, plumbing, smoke detectors, septic systems, security
144 systems, gas bags, hot water heater, and light fixtures (including ceiling fans) are operable as of the Binding Agreement
145 Date unless otherwise noted herein. Tenant's taking possession of the Leased Property is evidence that the Leased
146 Property is in a clean, fit, and habitable condition.

147 The following shall be kept in good working order and repair, normal wear and tear excepted, by either Landlord or
148 Tenant as follows [Check all that apply. The sections not marked shall not be part of this Lease Agreement.]:

	TENANT	LANDLORD	TENANT	LANDLORD
149 Fence	<input type="checkbox"/>	<input type="checkbox"/>	Light Fixtures	<input checked="" type="checkbox"/>
150 Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Exterior walkways	<input checked="" type="checkbox"/>
151 Interior Walls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Patio/Porch	<input type="checkbox"/>
152 Carpet/Flooring	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Landscaping/Yard	<input type="checkbox"/>
153 Swimming Pool	<input type="checkbox"/>	<input type="checkbox"/>	Outbuildings	<input type="checkbox"/>
154	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
155	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
156	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

157 Any item not mentioned herein but existing on the Leased Property (other than furniture, fixtures and personal property
158 of Tenant) shall be maintained by Landlord during the Lease Term and any extensions or hold-overs thereof.



157 Upon receipt of written notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair all defects
158 in those facilities and systems that are the responsibility of Landlord to maintain in good working order and repair. If
159 Tenant does not perform its maintenance and repair obligations as set forth herein as promptly as conditions require in
160 case of Emergency (as defined herein) or within fourteen (14) days after written notice by Landlord specifying the
161 breach and requesting that Tenant remedy it within that period, Landlord may enter the Leased Property and cause the
162 work to be done in a workmanlike manner and submit an itemized bill for the cost of repairs to Tenant. Tenant shall pay
163 said repair bill at the time that the next Rent payment is due. If Lease Agreement has been terminated, Tenant shall pay
164 repair bill immediately. Tenant shall be responsible for the reasonable costs of any and all repairs made necessary by the
165 negligence or willful misconduct of Tenant (including Tenant's family members, agents, employees, contractors,
166 licensees, invitees, guests, pets or anyone or anything else under the control of Tenant). In the event that Tenant does not
167 promptly pay for any repairs and/or maintenance required under the Lease following termination of the Lease, Landlord
168 may deduct that amount from the Security Deposit. Tenant agrees to immediately contact Landlord in the event that any
169 malfunction or damage occurs to the heating and air conditioning systems, the plumbing (including hot water heater),
170 septic, electrical or roofing systems.

171 5. LEAD BASED PAINT DISCLOSURE.
172 X does not apply.

173 does apply (Property bill prior to 1978 - see attached Lead Based Paint Disclosure for Rental Property).

174 6. INSURANCE.

175 Landlord shall maintain fire and casualty insurance on the structure of the Leased Property only during the Lease Term
176 and any extensions thereof and shall provide proof of such to Tenant upon request. Tenant shall maintain adequate
177 insurance for that personal property during the Lease Term and any extensions thereof and shall demonstrate as such to
178 Landlord upon request. Landlord shall not be responsible for any damage to Tenant's property, inless such damage is
179 caused by Landlord's gross negligence or willful misconduct.

180 7. HOLD-OVER AND RENEWAL.

181 Tenant shall provide written notice to Landlord no later than thirty (30) days prior to the end of the Lease Term as to
182 Tenant's intent to renew or terminate this Lease at the end of the Lease Term. If Tenant wishes to renew the Lease, then
183 Landlord, at his sole discretion, may enter into a new lease agreement with Tenant. If Tenant fails to provide said notice
184 or if Tenant remains in possession of the Leased Property following the Lease Term, a hold-over period shall be created.
185 In the event of a hold-over period, a month-to-month tenancy shall be created at a new rent of 5000.00 ^{FIVE}
186 dollars (\$5000.00) per month payable on the first (6th) of each month with the first increased monthly rent ^{thousand}
187 being paid on the first (6th) of the first month of the hold-over period. All other terms and conditions of this Lease shall
188 remain in full force and effect during the month-to-month tenancy and shall continue as such until the termination of
189 such holdover period.

190 8. APPLICATION FOR LEASE.

191 As a precondition to Tenant's leasing of the Leased Property, Tenant agrees to provide, in advance, the information
192 requested in the Tenant Information Addendum which is attached hereto and hereby authorizes its verification and
193 obtaining of a credit report. The credit report and employment verification is to be obtained within seven days from the
194 date upon which the Tenant Information Addendum has been delivered to Landlord. In the event that the credit report
195 and/or employment verification does not meet with Landlord's approval or if any of the information provided therein is
196 misleading or untrue, Landlord may, at his discretion, terminate this Lease.

197 9. PROPERTY CONDITION.

198 Tenant agrees to maintain the Leased Property in the same or better condition than it was as of the Binding Agreement
199 Date, normal wear and tear excepted. Tenant further agrees to return possession of the Leased Property to Landlord in
200 the same or better condition as of the Binding Agreement Date and will be held responsible if there is damage to the
201 Leased Property, normal wear and tear excepted, or items included in the Agreement are removed. Tenant agrees not to
202 alter, improve, or make any additions to the Leased Property without the prior written consent of Landlord. Tenant shall
203 remove any and all ashes, rubbish, garbage, and other waste from the Leased Property.

204 10. RULES AND REGULATIONS.

- 205 A. The Leased Property shall only be used as a one-family, residential unit.
- 206 B. Tenant is prohibited from adding changing or in any way altering the locks installed on the doors of the Leased
207 Property without prior written consent of Landlord. If all keys and garage door openers to the Leased Property are
208 not returned when Tenant vacates the Leased Property, Landlord may charge a re-key charge in the amount of
209 \$200.
- 210 C. Non-operative vehicles are not permitted on the Leased Property. Any such non-operative vehicle may be removed
211 by Landlord at the expense of Tenant after providing a ten day written notice posted on such vehicle, and Tenant
212 shall have no right or recourse against Landlord thereafter.

Addressed by:
181 *[Signature]*
182 *[Signature]*
183 *[Signature]*
184 *[Signature]*
185 *[Signature]*
186 *[Signature]*
187 *[Signature]*
188 *[Signature]*



- 213 D. No goods or materials of any kind or description which are combustible or would increase fire risk shall be kept in
214 or placed on the Leased Property.
- 215 E. No nags, screws or adhesive lingers except standard picture hooks, shade brackets and curtain rods may be placed
216 in walls, woodwork or any part of the Leased Property.
- 217 F. Tenant shall not place any objects or personal property in a manner that is inconsistent with the load limits of the
218 Leased Property. Waterbeds, pianos, aquariums and other such heavy furniture or equipment shall only be permitted
219 on Leased Property with written consent of Landlord.
- 220 G. Boats, trailers, recreation vehicles (RVs), and campers are not permitted on the Leased Property.
- 221 H. No animals, birds or pets of any kind shall be permitted on the Leased Property without prior written consent of
222 Landlord.
- 223 I. Tenant will not deliberately or negligently destroy, deface, damage, impair or remove any part of the Leased
224 Property or permit any person to do so.
- 225 J. Tenant will act and require other persons on the Leased Property to act in a manner that will not disturb the
226 neighbors' peaceful enjoyment of their property.
- 227 K. Tenant will not engage in any illegal activity nor will permit any other persons on the Leased Property to engage in
228 illegal activity.
- 229 L. During freezing temperatures, Tenant agrees to take all reasonable steps to protect pipes from freezing.
- 230 M. Landlord may establish additional reasonable Rules and Regulations concerning the maintenance, use, and operation
231 of the Leased Property. Amendments and additions to the Rules and Regulations shall be effective upon delivery of
232 a copy thereof to Tenant.

Address: *1333 Lewis*
UTILITIES AND SERVICES.

234 Tenant agrees to pay all costs of connecting Utilities (water, electricity, sewer and/or natural gas) and/or Services
235 (including but not limited to garbage pickup, cable or satellite television, telephone service, security alarm service, and
236 internet service), deposits for same and costs of Utilities and/or Services incurred during the Lease Term. Tenant shall
237 cause all accounts to be placed in Tenant's name no later than the first day of the Lease Term. If Tenant fails to place all
238 Utilities in higher name within three (3) days of occupancy, then Landlord shall terminate the Utilities in the name of
239 Landlord. No satellite dishes shall be installed on the Leased Property without the prior written consent of Landlord.

240 **12. FIRE OR CASUALTY DAMAGE.**

241 In the event that the Leased Property is damaged or destroyed by fire or casualty to an extent that the use of the Leased
242 Property is substantially impaired, Tenant may:

243 (a) immediately vacate the Leased Property, and

244 (b) shall notify the Landlord in writing within fourteen (14) days thereafter of Tenant's intention to terminate the
245 Lease, in which case the Lease terminates as of the date of vacating.

246 Substantially Impaired ("Substantially Impaired") for purposes of this Lease means that the Leased Property has been
247 deemed unfit for human habitation by a governmental authority.

248 In the event that the Leased Property is damaged or destroyed by fire or casualty to an extent that restoring it to its
249 undamaged condition requires the Tenant to vacate the Leased Property, Landlord is authorized to terminate this Lease
250 within fourteen (14) days of providing written notice to Tenant. If the Lease is terminated, Landlord shall return all
251 prepaid Rents and Security Deposits. Accounting for Rent in the event of termination or apportionment is to occur as of
252 the date Tenant returns keys to Landlord or the date on which Tenant vacated Leased Property, whichever is earlier.

263 **13. RESPONSIBILITY OF LANDLORD.**

264 During the Lease Term, Landlord agrees to make timely payment of the existing mortgage(s) on subject property and
265 pay all property taxes and association fees, if applicable, when due. If Landlord fails to make such mortgage payments
266 in a timely manner, or to pay all real estate taxes or association fees thereon, Tenant shall have the right to elect to cancel
267 and rescind this Lease Agreement by giving written notice to Landlord of such election and Tenant shall thereupon be
268 entitled to a return of all prepaid Rents and the Security Deposit, or in the alternative, Tenant may elect to pay such
269 delinquent mortgage payments to the mortgagee and/or pay any delinquent taxes or association fees on said Leased
280 Property and shall receive full credit for such sums as may be extended by Tenant toward the amount owed to Landlord
281 under the terms of this Lease Agreement. In such case, this Lease Agreement shall remain in full force and effect.

282 **14. SUBLET AND ASSIGNMENT.**

283 Tenant may not sublet the Leased Property in whole or in part or assign this Lease without the prior written consent of
284 Landlord.



265 15. DEFAULT.

266 A. Waiver of Notice.

267 Written notice of failure to pay Rent is hereby waived by Tenant.

268 B. Notice of Breach or Termination of Lease.

269 In the event that Tenant breaches this Lease and/or engages in any of the conduct listed below, Landlord may, in
270 Landlord's sole discretion, elect to do either of the following:

271 I. Notice.

272 In the event that Tenant is materially noncompliant with this Lease and/or engages in any of the following
273 conduct:

- 274 • fails to comply with obligations imposed on Tenant by applicable building and housing codes;
- 275 • fails to keep Leased Property in as clean and safe condition as when Tenant took possession;
- 276 • fails to dispose of all ashes, rubbish, garbage or other waste to designated collection areas;
- 277 • deliberately or negligently destroys, defaces, damages, repairs or removes any part of the Leased
278 Property or permits any other person to do so;
- 279 • engages in illegal activity on the Leased Property; OR
- 280 • acts or permits others on the Leased Property (with or without Tenant's consent) to act in a manner
281 which disturbs the neighbors' peaceful enjoyment of the premises,

282 which materially affects health and safety, Landlord may, in Landlord's sole and reasonable discretion, deliver a
283 written notice to Tenant specifically stating the acts and omissions constituting the violation and that the Lease
284 is subject to termination ("Notice of Default").

- 285 a. Breach remediable by payment of Rent, cost of repairs, damages or other monetary amounts
286 due.

287 If the breach is remediable by payment of Rent, cost of repairs, damages or any other amount due to
288 Landlord, Landlord may advise Tenant that he has fourteen (14) days from date of receipt of Notice of
289 Default to remediate the breach. If the breach is not remediated within the fourteen (14) days,
290 Landlord may elect to terminate the Lease. In the event that Tenant is to make repairs to cure the
291 breach, these repairs must be requested in writing by the Tenant and authorized by Landlord prior to
292 making any repairs. These repairs are only allowed in the event that Landlord advises Tenant that
293 prior authorization for repairs is required in the Notice of Default.

- 294 If Tenant engages in substantially similar conduct which constituted a prior breach within six (6)
295 months of the previous breach, Landlord may terminate the Lease upon at least seven (7) days' written
296 notice documenting the breach and the date of the termination of the Lease.

- 297 b. Breach not remediable by payment of Rent, cost of repairs, damages or other monetary amounts
298 due.

299 If the breach for which notice was given is not remediable by the payment of Rent, cost of repairs,
300 damages, or any other amount due to Landlord, Landlord may advise Tenant that the Lease shall
301 terminate upon a date not less than fourteen (14) days after receipt of the Notice of Default.

302 2. Termination.

303 In the event that Tenant breaches this Lease by failing to pay Rent, Landlord may, in
304 Landlord's sole and reasonable discretion, terminate this Lease Agreement and proceed with
305 a detainer action for possession of the Leased Property.

306 Election of either option 1 or 2 above does not bar Landlord to take such action in the event of a similar violation in
307 the future.

- 308 C. In the event that Landlord terminates the Lease, Landlord shall have the right to secure another tenant for the Leased
309 Property. In any event, Tenant shall remain liable to Landlord for any and all Rent due under the terms of this Lease
310 for the entire Lease Term.

- 311 D. Abandonment by Tenant is considered a default under the terms of this Lease.

- 312 E. Landlord may recover damages and/or obtain injunctive relief for violation of the terms of this Lease and/or for any
313 of the following:

- 314 • Tenant failing to comply with obligations imposed on Tenant by applicable building and housing codes;
- 315 • Tenant failing to keep Leased Property in as clean and safe condition as when Tenant took possession;



- 316 • Tenant failing to dispose of all ashes, rubbish, garbage or other waste to designated collection areas;
- 317 • Tenant deliberately or negligently destroying, defacing, damaging, impairing or removing any part of the
- 318 Leased Property or permitting any other person to do so;
- 319 • Tenant engaging in illegal activity on the Leased Property; OR
- 320 • Tenant acting or permitting others on the Leased Property (with or without Tenant's consent) to act in a
- 321 manner which disturbs the neighbors' peaceful enjoyment of the premises.

322 F. Landlord may recover punitive damages from Tenant for the willful destruction of property caused by Tenant or by

323 any other person on the Leased Property with Tenant's consent.

324 16. ATTORNEYS' FEES AND COURT COSTS.

325 Tenant agrees to pay all reasonable attorneys' fees together with any court costs and expenses which Landlord incurs in

326 any action for breach of this Lease Agreement or failure to pay Rent.

327 17. RIGHT OF ACCESS.

328 Landlord and Landlord's agents shall have the right to access the Leased Property for inspection, to make necessary or

329 agreed repairs, decorations, alterations, or improvements; to supply necessary or agreed to services; or to exhibit the

330 Leased Property to prospective or actual purchasers, mortgagees, workers or contractors during reasonable hours with

331 Tenant's consent which shall not be unreasonably withheld. In case of an Emergency, Landlord and Landlord's agents

332 may enter the Leased Property without Tenant consent. An "Emergency" is a sudden, generally unexpected occurrence

333 or set of circumstances which demands immediate action. If any of the Utilities have been turned off due to a fault of

334 Landlord, Landlord and Landlord's agents may enter the Leased Property in order to make inspection to ascertain any

335 damages to the Leased Property and to make any necessary repairs of damage resulting from the lack of Utilities.

336 Landlord shall also have right of access to the Leased Property under the following circumstances: (1) pursuant to a court

337 order; (2) following the fourteen day cure period listed in paragraph 15 herein if Tenant fails to cure default; (3) if

338 Tenant has abandoned or surrendered the Leased Property; or (4) if Tenant is deceased, incapacitated, or incarcerated.

339 Landlord shall also be permitted to enter the Leased Property when reasonably necessary during Tenant absence for

340 more than seven days. The parties hereby agree that the Landlord and Landlord's agents shall also be permitted to enter

341 the Leased Property beginning thirty (30) days' prior to the Agreement's termination date for the purpose of showing the

342 Leased Property to prospective tenants. Landlord shall give notice (does not necessarily have to be written notice) to

343 Tenant at least twenty-four (24) hours prior to entry for showing purposes.

344 18. ABANDONMENT.

345 Tenant is required to notify Landlord in writing of any anticipated absence from the Leased Property in excess of seven

346 (7) days. Notice shall be given on or before the first day of any extended absence. Tenant's unexplained or extended

347 absence from the Leased Property for thirty (30) days or more without payment of Rent as due shall be prima facie

348 evidence of abandonment. In such event, Landlord may re-enter and take possession of the Leased Property.

349 Tenant's nonpayment of Rent for fifteen (15) days past the Rent due date combined with other reasonable factual

350 circumstances indicating Tenant has permanently vacated the Leased Property, including, but not limited to, the removal

351 by Tenant of substantially all of Tenant's possessions and personal effects from the Leased Property, or Tenant's

352 voluntary termination of Utilities to the Leased Property, shall also be prima facie evidence of abandonment. Landlord

353 will then be permitted to post notice at the Leased Property and send notice to Tenant by regular mail, postage prepaid to

354 the address of the Leased Property that:

- 355 (a) Landlord has reason to believe that Tenant has abandoned the Leased Property;
- 356 (b) Landlord intends to re-enter and take possession of the Leased Property, unless Tenant contacts Landlord within
- 357 ten (10) days of the posting and mailing of the notice;
- 358 (c) if Tenant does not contact Landlord within the ten day period, Landlord intends to remove any and all
- 359 possessions and personal effects remaining in or on the Leased Property and to re-rent the Leased Property; and
- 360 (d) if Tenant does not reclaim the possessions within thirty (30) days of Landlord taking possession of the
- 361 possessions and personal effects, Landlord intends to dispose of Tenant's possessions and personal effects.
- 362 Landlord will include a telephone number and mailing address at which he may be contacted in aforementioned notice
- 363 If Tenant does not claim personal property within an additional thirty (30) days following Landlord's re-entry to Leased
- 364 Property and taking possession of Tenant's personal property, Landlord may sell or dispose of said personal property and
- 365 apply the proceeds of said sale to unpaid Rents, damages, storage fees, sale costs, court costs, advertisement and
- 366 attorney's fees. Any balances are to be held by Landlord for Tenant for a period of six (6) months subsequent to the sale
- 367 date, and thereafter will become the property of Landlord.

368 19. TERMINATION FOR VIOLENCE OR THREAT TO HEALTH, SAFETY, OR WELFARE.

369 Notwithstanding any other provision of this Lease, Landlord may terminate this Lease within three (3) days from the

370 receipt of written notice by Tenant if Tenant or any other person on the Leased Property with the consent of Tenant:



- 371 (a) Willfully or intentionally commits a violent act;
- 372 (b) Behaves in any manner which constitutes or threatens to be a real and present danger to the health, safety or
- 373 welfare of the or property of other tenants or persons on the Leased Property; or
- 374 (c) Creates a hazardous or unsanitary condition on the Leased Property that affects the health, safety, or welfare or
- 375 the or property of other tenants or persons on the Leased Property.

376 **20. NOTICE.**

377 Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing, and

378 delivered (1) in person, (2) by prepaid overnight delivery service, (3) by facsimile transmission(FAX), (4) by the United

379 States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email (if provided herein).

380 Notice shall be deemed to have been given as of the date and time it is actually received unless otherwise provided

381 herein. Notices shall be provided to the parties at the address shown below, unless otherwise provided by the parties in

382 writing. Landlord designates the party listed below as his agent for service of any and all notices.

383 Landlord

384 Bryan K. and Susan W. Sowards

385 10761 SKYLARK DRIVE

386 JACKSONVILLE, FL 32257

387 Work Telephone # 904-399-1896

388 Cell Fax# 904-239-6820

389 Email ssowards@jxbar.com

Tenant

ZACH BROWN

Telephone #: 2029995153

Fax #

E-mail

390 **21. NOTICE TO LANDLORD OF REPAIRS NEEDED.**

391 In the event that there is a malfunction or defect in the electrical wiring or fixtures, heating and air conditioning systems,

392 plumbing, hot water heater, gas pipes; or any other item which is to be maintained by Landlord as determined herein,

393 Tenant shall immediately notify Landlord in writing so that Landlord may make any required repairs. Tenant agrees that

394 Landlord shall not be liable for any damages resulting from any temporary malfunctions or defects to any of these

395 systems or other appliances on the Leased Property, unless said malfunction is due to the gross negligence or willful

396 misconduct of Landlord. Tenant shall be responsible for the reasonable cost of repairs made necessary by Tenant's

397 negligence or willful misconduct or Tenant's failure to pay utility bills.

398 **22. PROPERTY MANAGEMENT COMPANY.**

399 The property management company, if any, of the Leased Property is as follows:

400 Company: NONE See Agent Info

401 Manager:

402 Address:

403 Telephone Number: Email:

404 **23. CONDEMNATION.**

405 If all or any part of the Leased Property is taken or appropriated by any public or quasi-public authority under the power

406 of eminent domain, and if the remaining portion of the Leased Property is thereby rendered untenantable or unusable for

407 the purposes herein stated, this Lease shall terminate when the condemning authority takes possession, and any Rent paid

408 for any period beyond possession by the condemning authority shall be repaid to Tenant. Landlord shall receive the

409 entire condemnation award without deduction therefrom for an interest of Tenant in the Leased Property, but Tenant

410 shall have the right to make a separate claim with the condemning authority for, and to receive therefor, (a) any moving

411 expenses incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in connection

412 with any alteration or improvement made by Tenant to the Leased Property; (c) the value of Tenant's personal property

413 taken; and (d) any other separate claim which Tenant may be permitted to make under applicable law, provided that such

414 other separate claims shall not reduce or adversely affect the amount of Landlord's award.

415 **24. HOLD HARMLESS.**

416 Both Landlord and Tenant understand and agree that neither Broker nor licensee for either party is acting in the capacity

417 of a property manager in this transaction unless otherwise stated herein. Furthermore, it is understood and agreed that

418 the real estate firm and real estate licensee(s) representing or assisting Landlord or Tenant (collectively "Brokers") are

419 not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Landlord or

420 Tenant. Landlord and Tenant agree that Brokers shall not be responsible for any of the following, including but not

421 limited to those matters which could have been revealed through a survey, flood certification, title search or inspection of

422 the Leased Property; for the condition of the Leased Property, any portion thereof, or any item therein; for building

423 products and construction techniques; for any geological issues present on the Leased Property; for any issues arising out

424 of the failure to physically inspect the Leased Property prior to entering into this Agreement and/or date of possession;

425 for the necessity or cost of any repairs to the Leased Property; for hazardous or toxic materials; for the tax or legal

426 consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community



427 amasses, for any proposed or pending condemnation actions involving the Leased Property; for applicable boundaries
428 of school districts or other school information, for the appraised or fair value of the Leased Property; for square
429 footage or acreage of the Leased Property; for any condition(s) existing of the Leased Property which may affect the
430 Leased Property; and for the uses and zoning of the Leased Property whether permitted or proposed. Landlord and
431 Tenant acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any
432 advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not
433 assert any claims against Brokers (including their firms and affiliated licensees) involving same. Landlord and Tenant
434 understand that it has been strongly recommended that if any of these matters or any other matters concerning the Leased
435 Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of
436 Landlord's or Tenant's choice for the independent expert advice and counsel relative thereto.

25. BROKERAGE.

437 As specified by separate agreement, Landlord agrees to pay Listing Broker the agreed upon compensation. The Listing
438 Broker will pay Listing Broker, from the compensation received, an amount, if any, in accordance with the terms and
439 provisions specified by separate agreement. The parties agree and acknowledge that the Brokers involved in this
440 transaction may receive compensation from more than one party. All parties to this Agreement agree and acknowledge
441 that any real estate firm involved in this transaction shall be deemed a third party beneficiary only for the purposes of
442 enforcing their commission rights, and as such, shall have the right to maintain an action on this Agreement for any and
443 all compensations due and any reasonable attorney's fees and court costs.

26. OTHER PROVISIONS.

A. Entire Agreement.

444 This Lease shall be for the benefit of and be binding upon, the parties hereto, their heirs, successors, legal
445 representatives and permissible assigns. This Lease constitutes the sole and entire agreement between the parties
446 hereto and no modification of this Lease shall be binding unless signed by all parties or permissible assigns to this
447 Lease. No representation, promise, or inducement not included in this Agreement shall be binding upon any party
448 hereto. Any permissible assignee shall fulfill all the terms and conditions of this Lease. It is hereby agreed by both
449 Landlord and Tenant that any real estate agent working with or representing either party shall not have the authority
450 to bind the Landlord, Tenant, or any assignee to any contractual agreement unless specifically authorized in writing
451 within this Agreement.

B. Governing Law and Venue.

452 This Lease is intended as a contract for the lease of residential real property and shall be governed by and interpreted
453 in accordance with the laws and in the courts of the State of Tennessee.

C. Time of Essence.

454 Time is of the essence in this Lease.

D. No Waiver.

455 Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this
456 Lease or any of the rules and regulations set forth herein shall not operate as a waiver of any such Lease provision or
457 Landlord's right to insist on a prompt compliance in the future of such covenant or condition, and shall not
458 prevent a subsequent action by Landlord for any future violation. No provision, covenant or condition of this Lease
459 may be waived by Landlord unless such waiver is in writing and signed by Landlord.

E. Terminology.

460 As the context may require in this Lease: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall
461 mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the
462 feminine and vice versa; (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s)
463 ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the
464 location of the Leased Property; and (5) the term legal holiday shall be January 1; the first (3rd) Monday in January,
465 known as "Martin Luther King Jr. Day"; the third (3rd) Monday in February, known as "Washington Day"; Good
466 Friday, the last Monday in May, known as "Memorial Day"; July 4th; the first (1st) Monday in September, known as
467 "Labor Day"; the second (2nd) Monday in October, known as "Columbus Day"; November 11th, known as
468 "Veteran's Day"; 4th Thursday in November, known as "Thanksgiving Day"; and December 25th. If a deadline falls
469 on a Saturday, Sunday or legal holiday, the deadline shall roll to the next business day unless otherwise stated
470 herein.

F. Equal Housing.

471 This Leased Property is being leased without regard to race, color, sex, religion, handicap, marital status, or national
472 origin.

G. Severability.

473 If any portion or provision of this Lease is held or adjudicated to be invalid or unenforceable for any reason, each
474 such portion or provision shall be severed from the remaining portions or provisions of this Lease, and the remaining



484 portions or provisions shall be unaffected and remain in full force and effect and the Lease shall be interpreted so as
485 to bring the Lease into compliance with all applicable laws.

486 27. METHOD OF EXECUTION.

487 The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal, or by transmittal of
488 digital signature as defined by the applicable State or Federal law will be acceptable and may be treated as original and
489 that the final Lease Agreement containing all signatures and initials may be executed partially by original signature and
490 partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal
491 law.

492 28. Special Stipulations. The following Special Stipulations, if conflicting with any preceding paragraph, shall control.

493 At the end of the lease term the tenant (Zach Brown) will be given the option to purchase the house for \$275,000.
494 If the tenant should choose to exercise his option to buy the landlord will be represented by Paullette Gayda n. and
495 the tenant will be represented by Farida All. The seller's agent and buyer's agent will be compensated with a 6%
496 commission, which the seller's agent will split equally with the buyer's agent.
497 Agreement

498 Agreement

499 Agreement

500 LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have
501 any questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is
502 authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

503 NOTE: Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this
504 Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have
505 received a copy of this Agreement.

506 The party(ies) below have signed and acknowledge receipt of a copy.

507 [Signature] TENANT _____ at _____ o'clock am/ pm
508 JUNE 4, 2014 Date
509
510

511 The party(ies) below have signed and acknowledge receipt of a copy.

512 [Signature] LANDLORD _____ at _____ o'clock am/ pm
513 JUNE 5, 2014 Date
514 Susan W. Sowarda
515

For Information Purposes Only:

Realtime and Co Realtors
Listing Company

_____ Leasing Company

Paullette Gayda
Independent Licensee

_____ Independent Licensee

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.



ADDENDUM

Line 52: Rent shall be made payable to Bryan & Susan Sowards, 10761 Skylark Drive, Jacksonville, FL 32257 and made by direct deposit or wire transfer to SunTrust Bank, Money Market Account #0000003690211. Rent shall be deemed paid upon the date it is deposited into this account.

Line 71: Tenant shall pay \$4,300.00 as payment of a security deposit to Susan W. Sowards located at 10761 Skylark Drive, Jacksonville, FL, 32257, on or before the first day of the Lease Term.

Line 74: Security deposit will be deposited by Landlord in an account in escrow in the name of Susan W. Sowards at Fifth Third Bank, headquartered in Cincinnati, Ohio, used only for the purpose of mortgage payments deposited monthly by Landlord and withdrawn monthly by Fifth Third Bank, holder of the mortgage on the property.

Line 111: At the scheduled inspection, Landlord or Landlord's agent** and Tenant shall inspect the Leased Property and compile a comprehensive list of damages to the lease property, etc.

Line 116 (added): Such Security Deposit or the balance remaining after repair of any damages will be returned within 14 days following the inspection, upon the Tenant vacating the property and said property is left in satisfactory and original condition.


Lines 155 & 156 (replace): Tenant will maintain all other parts of the Property including all glass, doors, windows, utility meters, utility lines, wiring, pipes and drains, and the yard in good repair, at Tenant's expense unless damaged by the negligence of Owner. Tenant shall be responsible for grounds keeping (lawns mowed as needed). Tenant will perform ordinary maintenance, such as plumbing and electrical repairs. Tenant shall change the filters for the HVAC system not less often than every sixty (60) days. Owner will maintain the roof, exterior walls, floor, crawl space, and other structural parts of the Property in good repair, at Owner's expense unless damaged by the negligence of Tenant. Owner will repair or replace any faulty major system, such as an HVAC unit or appliance. Tenant will promptly notify Owner of the need for such repairs.

Line 179 (clarification): Landlord/Owner will maintain (i) fire and extended coverage insurance on the Property as a Rental Dwelling, and (ii) comprehensive general liability insurance with the same limits as required from Tenant pursuant to the paragraph below. Owner has in place or will obtain hazard insurance for its ownership interest in the Leased Premises.

Tenant will maintain (i) fire and extended coverage insurance adequate to cover the replacement of any glass in the Property and all of Tenant's personal property (including the property of others brought or permitted by Tenant on the Property), fixtures, and leasehold improvements, and (ii) comprehensive general liability insurance with combined single limit coverage of not less than \$100,000 per person and \$300,000 per occurrence. Such insurance will name Landlord/Owner as an additional insured and will require not less than ten (10) days' written notice to Owner prior to cancellation or decrease in coverage. Owner shall not be liable for any loss or damage to said personal property from the bursting or leaking of water or gas pipes or from any act of negligence of any occupant of the building or any other persons whatsoever.

Line 232 (added): N. Tenant may update or change existing wallpaper in bathrooms. Any other change in interior paint color or any modification to kitchens and bathrooms must be approved by Landlord.

Line 493 (added): The Tenant may choose to exercise his option to purchase at this price at any time during the lease term with 30 days' notice to Landlord.



Susan W. Sowards

BRYAN SOWARDS

SUSAN W. SOWARDS 6/5/2014

Zach Crown

*Landlord's Agent is Robert (Rob) Vanasek

Accountant, Wadley & Patterson, Roundabout Plaza, Suite 500, 600 Division Street, Nashville, TN 37203
Work Phone 615-242-2400, ext 127
801 Del Rio Pike #C7, Franklin, TN 37064 Cell Phone 615-268-1360

Service Contacts:

Kenny's Lawn Service 615-566-8278 (mows lawn for \$100)
6771 Bethesda Arno Road, Thompsons Station, TN 37179

Creative Alarms, Inc. 615-781-3800 866-803-1903
2702 Nolensville Road, Nashville, TN 37211

A-1 Appliance Repair 615-352-5174
(Rt. 100 split in Belle Meade) Harding Rd, Nashville, TN 37205

Air Conditioning Service, Inc. "The Green Trucks" 615-83-GREEN (615-834-7336)
414 McNally Drive, Nashville, TN 37211 Office Hours: Mon - Fri, 7:00 am - 5:00 pm
24-Hour Emergency Service Available

Celsius, LLC Plumbing Alan Wiles 615-400-3168
107 Ashley Drive, Goodlettsville, TN 37072

SHERRARD & ROE, PLC

ATTORNEYS AT LAW
150 3RD AVENUE SOUTH, SUITE 1100
NASHVILLE, TENNESSEE 37201
(615) 742-4200
FACSIMILE (615) 742-4539
WWW.SHERRARDROE.COM

LAUREN CURRY

WRITER'S DIRECT DIAL (615) 742-4541
LCURRY@SHERRARDROE.COM

FILED
2016 JUN -1 PM 1:19
CLERK OF COURT
CHANCERY CT.
DC&M

June 23, 2015

VIA E-MAIL

Zach Brown
zbrown_55@icloud.com

Re: 1908 Edenbridge Way Lease

Dear Mr. Brown:

As you know, my firm represents Susan and Bryan Sowards with regard to the lease of their home located at 1908 Edenbridge Way, Nashville, Tennessee 37215 (the "Property"). As you know, the Sowards obtained a judgment dated July 2, 2015 regarding amounts due to the Sowards and their right to immediate possession of the Property. That judgment awarded the Sowards immediate possession of the Property as well as a judgment in the amount of \$14,901. I am writing regarding review of the Property for any damage caused during your occupation of the Property. At the request of your authorized agent, Carl Carey, I am sending this letter to your preferred email address.

Although notice is not required under the Lease due to the July 2, 2015 judgment, the Sowards provide you with notice of their intent to inspect the property on Monday, July 27, at 12 p.m. If you wish to be present at this inspection, please let me know as soon as possible.

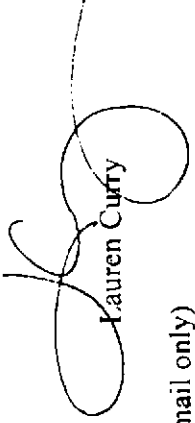
Separately, on July 20, 2015, you delivered two sets of house keys and two garage door openers to my office. It is my understanding that you were provided with three house keys (stamped Baldwin) and three garage door openers at the initiation of the Lease. Please deliver the additional key(s) and opener to me as soon as possible and confirm that you are no longer in the Property or accessing the Property. Further, it appears that there are some personal items left in the Property. Please let me know if you wish to claim those items. If I do not hear from you on that matter by the inspection on July 27, it will be presumed that those items have been abandoned by you.

Please contact me if you have any questions or wish to discuss this matter further.



Zach Brown
July 23, 2015
Page 2

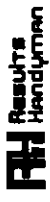
Sincerely,



Lauren Curry

cc: Bryan and Susan Sowards (email only)
Carl Carey (email only)

Results Handyman Service
 410 Woodbine St.
 Nashville TN 37211
 United States
 Phone: 615-891-7334



Susan Sowards
 1908 Edenbridge Way
 Nashville 37215

Invoice #:	2058
Date:	April 14, 2016
Balance Due (USD):	\$43,691.46


Item	Description	Unit Cost (\$)	Quantity	Price (\$)
Client Info	TENANT RESPONSIBILITY	0.00	1	0.00
Sellers List	(LL/scaffold) 1908 Edenbridge Way., Nashville 37215	3,785.00	1	3,785.00
	0> Cover wood floors in foyer and main floor repair areas with ramboard (\$925)			
	1> Replace jamb and trim on latch side of upstairs hall bath door, mortice new strike plate. Repair drywall and paint repaired area. Clean, sand and skim with wood repair compound as necessary to door and left trim, sand level to plane and paint interior of door, trim and new jamb work. (\$395)			
	2> Repair damaged trim and jamb of back corner bedroom into bath. Paint repaired areas. (\$275)			
	3> Repair shattered jamb and trim at door to master bedroom. Mortice new strike plate. Paint new materials. (\$375)			
	5. Sand and treat front door damage with wood repair compound. Sand again to level plane and paint repaired areas. (\$165)			
	6. Replace the damaged 24 x 36 return air grate and filter frame and install an appropriately sized filter. (\$240 including materials)			
Painting	4. Repair various tape joint/drywall problems: A> Foyer high, with corner seams running from front to back. Repaint ceiling. B> Master bedroom closet, ceiling corners in various places. Paint entire ceiling. C> Repair holes, gouges, scrapes and torn drywall paper in master bedroom walls. D> Water damaged ceiling in small upper hall bedroom. Repair damage at seam of crown moulding and caulk. Paint entire ceiling. F> Water damaged ceiling in front living room. Prime with Kilz and paint entire ceiling.	14,632.00	1	14,632.00

2016 JUN -1 PM 1:19
 W
 DC&M
 1908 EDENBRIDGE CT.



	G> Corner area above tile in upstairs bath that faces driveway.			
	H> Remove wallpaper in powder room on main floor. Repair wall and prep for painting.			
	I> Prep and paint all walls in client or agent selected colors. This will include caulking of gaps around crown, base and door moldings, wherever they are visible. *Only the ceilings designated above will be painted. *Price includes all materials			
Garage	Clean out and dispose of debris. Repair non-operable single bay door.	120.00	1	120.00
Carpet	9. Carpet replacement: Remove existing carpet and pad. Install client provided carpet and 8 lb pad. Dispose of all project related debris. *Price does not include carpet or pad. Cost for these items is expected to be between \$7,000 and \$8,500.	2,644.00	1	2,644.00
Carpet	Carpet allowance based on replacement with equal quality products	8,000.00	1	8,000.00
Painting	E> Prep and paint the mildew/water damaged section in downstairs center bedroom. Prime with Kiliz. Paint the walls in this room. (includes materials)	600.00	1	600.00
Lighting	Install client provided chandelier in dining room. *Tenant removed the original and it was reinstalled	175.00	1	175.00
Gutters	7. Remove plants and debris from all gutters and clean out. Clean gutter exteriors.	475.00	1	475.00
Cleaning	8. Pressure wash back porch (hearth area) and secondary back stone porch (presently covered with leaves).	210.00	1	210.00
Painting	Prep and paint exterior of all windows and doors.	6,850.00	1	6,850.00
	Clean all glass on interior and exterior. This includes the skylights.			
Tree Work	Cut down tree that broke off over driveway. Cut into small pieces and haul away.	500.00	1	500.00
Cleaning	Deep clean entire house including tile, appliances, etc.	650.00	1	650.00
Handyman	Remove and dispose of window blinds and repair holes.	600.00	1	600.00
Painting	Repair and paint the following locations: 1) Dining Room ceiling 2) Kitchen ceiling near the oven/microwave area between kitchen and garage 3) Kitchen ceiling generally 4) Ceiling of the breakfast area 5) Patio side of Family Room (even out a patch) 6) Laundry room ceiling 7) Stress cracks in Hallway near main floor powder room 8) Lower Level Back Bedroom 9) Lower Level front hallway 10) Weight room patch job from the original leak is not good and needs to be redone 11) Tape the crack in main lower level family room that runs across the ceiling and repaint – the tape is cracked & open along the edge.	2,940.00	1	2,940.00

Adjustments	Credit Card processing fee per agreement is \$1,510.46	1,510.46	1	1,510.46
		Subtotal:		43,691.46
		Total:		43,691.46
		Amount Paid:		0.00
		Balance Due (USD):		\$43,691.46
<p>Invoices due upon receipt.</p> <p>Please mail check to:</p> <p>Results Handyman Service 410 Woodbine St. Nashville, TN 37211</p>				

This invoice was sent using  FreyBooks



CONSTRUCTION AGREEMENT FOR REPAIRS

This Construction Agreement for Repairs ("Agreement") is made and entered into by and between Stockton Enterprises, Inc. d/b/a ApexWorks, located at 460 Metroplex Drive, Suite 112, Nashville, TN 37211, ("Contractor") and Susan Sowards located at 1908 Edenbridge Way, Nashville, TN 37215 ("Owner").

SECTION 1. SCOPE AND DESCRIPTION OF WORK.

- 1.1 Contractor agrees to perform for Owner certain repairs, alterations and improvements in and upon the property of Owner located at *[address of property]* in accordance with the attached Specifications: Scope of work.
- 1.2 Contractor will furnish all labor, materials, equipment, supervision, and contract administration in a good and workmanlike manner.

SECTION 2. CONTRACT PRICE.

Owner will pay Contractor for performance of the work described in Section 1.1 the total amount of \$ 14,705.69, payable as follows:

- 2.1. \$ 4900.00 upon the execution of this Agreement.
- 2.2. \$ 9805.69 in 2 installments upon final completion of the work.

SECTION 3. CONTRACT TIME.

The work shall commence no later than 09/14/2015 and Contractor shall proceed with the work in a prompt and diligent manner. Contractor shall be excused from any delay in the completion of the work to be performed under this Contract caused by acts of nature, inclement weather, acts or omissions of Owner or of Owner's agents, employees or independent contractors, material shortages, strikes or other labor troubles, acts of public utilities, acts of public bodies or inspectors, extra work, changes requested by Owner, failure by Owner to make payments promptly, or other circumstances or contingencies unforeseen by Contractor and beyond Contractor's reasonable control.

SECTION 4. CANCELLATION.

4.1. This Agreement may be cancelled by Owner within 3 (three) days following the date of the execution of this Agreement by giving written notice to Contractor at the address given in this Agreement, in which event Owner shall be entitled to a complete refund of the payment given to Contractor at the time of the execution of this Agreement.

4.2. If Owner cancels this agreement after the contractor has commenced the work, then Owner shall forfeit the amount of the down payment given to Contractor at the time of the execution of this Agreement and, in addition, shall pay to the Contractor such proportion of the total contract price as the amount of labor and materials furnished bears to the total amount of labor and materials agreed upon to be furnished under this Agreement.

4.3. If Contractor is unable to complete the performance of its obligations under this agreement due to acts of God, strikes, unavailability of supplies or material, or any other contingency beyond his or her control, then Owner may at his or her option cancel this Agreement, in which event Owner shall only be liable to pay Contractor the amount of work performed and labor and material already furnished.

SECTION 5. ALTERATIONS.

Should the Owner, request any modification, alterations, or deviations in, addition to, or omissions from, the Specifications as set forth in Section 1.1 (the Extra Work), such request shall be made in writing. If the Contractor agrees to do such Extra Work, the Contractor shall submit to the Owner an estimate as to the cost of such Extra Work, and if acceptable to the Owner and the Contractor, a written change order covering such work shall be signed by the parties. Owner shall pay Contractor for performance of the Extra Work at the time the change order is signed.

SECTION 6. LIMITED WARRANTY.

6.1 Contractor warrants that the work as stated in the Specifications will be constructed in accordance with generally accepted construction practices, and it will guarantee against defects in the workmanship for a period of 1 year from the date of its completion. This warranty does not cover damage or defects that are the result of characteristics common to the materials used or conditions resulting from condensation, expansion, or contraction of such materials.

6.2 Contractor guarantees that after receipt of notice from Owner, it shall correct, repair or replace any defective work within a reasonable time after notice is received from Owner during the applicable warranty period. Written notice of any warranty claim must be made within thirty (30) days after Owner becomes aware of the defect.

6.3 CONTRACTOR EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY PRE-EXISTING CONDITIONS. Contractor will NOT be held responsible for conditions arising from existing structural issues with the Property, external catastrophic events, and persons and/or other entities tampering with the work. This Limited Warranty does not include and Contractor shall not be under any responsibility or liability whatsoever to make repairs or cover defects, damages or deterioration due to normal use, wear and tear or exposure, including but not limited to, damages caused in whole or in part by windstorm, tornado, lightning, hail or other casualty, or by reasons of negligence by any party not directly associated with Contractor. In the event of breach of this Limited Warranty, the liability of Contractor shall be limited to repairing or replacing the defective work. Contractor shall NOT be liable for any other damages, either direct or consequential.

6.4. **THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR**

OTHERWISE, EXPRESS OR IMPLIED, ALL OTHER REPRESENTATIONS MADE BY THE UNDERSIGNED AND ALL OTHER OBLIGATIONS OR LIABILITIES WITH RESPECT TO THE PROPERTY COVERED BY THIS WARRANTY. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY AND THE UNDERSIGNED'S OBLIGATION SHALL NOT EXCEED ITS OBLIGATION SET FORTH IN THIS WARRANTY.

SECTION 7. MISCELLANEOUS.

7.1 Entire Agreement. This Agreement shall constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party. This Agreement can be modified only by an agreement in writing signed by the parties.

7.2 Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

7.3 Governing Law and Choice of Forum. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Tennessee. Owner consents and submits to the jurisdiction of the federal and/or state courts of Davidson County, Tennessee, and agrees that any action or suit concerning this Agreement or related matters shall only be brought in federal or state court with appropriate subject matter jurisdiction in Davidson County, Tennessee. Owner acknowledges and agrees that it will not raise in connection therewith, and hereby waives, any defenses based upon venue, inconvenience of forum or lack of personal jurisdiction in any action or suit brought in accordance with the foregoing.

7.4 Attorneys' Fees. In the event that Owner defaults under or breaches this Agreement or in the event efforts must be instituted to recover or collect any due amount under this Agreement, Contractor shall be entitled to recover from Owner all costs and expenses reasonably incurred by Contractor in connection with the default, including without limitation, attorneys' fees and expenses.

7.5 Right to Subcontract. The Contractor has the right to subcontract any part or all, of the work herein agreed to be performed.

IN WITNESS WHEREOF, Owner and Contractor have accepted this Agreement this ____ day of _____, 201__.

OWNER:

Susan Sowards

(Please print Owner's name)

CONTRACTOR:

Stockton Enterprises, Inc. d/b/a ApexWorks

By: Jeff Stockton, President



CERTIFICATE OF COMPLETION AND APPROVAL

This Certificate of Completion and Approval ("Certificate") is made and entered into by and between Stockton Enterprises, Inc. d/b/a ApexWorks, located at 460 Metroplex Drive, Suite 112, Nashville, TN 37211, (Contractor") and Susan Sowards located at 1908 Edenbridge Way, Nashville, TN 37215 ("Owner").

1. The Owner certifies that the Work pursuant to the parties' Construction Agreement for Repairs dated 09/10/2015 ("Agreement") has been fully and satisfactorily completed by Contractor in accordance with the Specifications as set forth in the Agreement.
2. Owner hereby accepts the Work as substantially complete and acknowledges that the final payment in the amount of \$ 7,352.85 pursuant to Section 2.2 of the Agreement is immediately due and payable to Contractor.
3. The making and acceptance of the final payment shall constitute a waiver of all claims by Owner other than those arising from defects in the workmanship appearing after acceptance of payment. All claims regarding any defects in the workmanship are subject to the Limited Warranty as set forth in Section 6 of the Agreement.

IN WITNESS WHEREOF, Owner and Contractor have accepted this Certificate this 10/06/2015 day of 201.

OWNER: _____
 Susan Sowards
 (Please print Owner's name)

CONTRACTOR: _____
 Stockton Enterprises, Inc. d/b/a ApexWorks

DocuSigned by
Susan W. Sowards
 Signature of OWNER

 By: Jeff Stockton, President

ApexWorks Restoration
460 Metroplex Drive
Suite 112
Nashville, TN 37211

09/10/2015

SALE

Total: \$7,352.84

MC

xxxxxxxxxxxx7335

Exp. Date:

xx / xx

Name:

Susan W Sowards

Auth. Code:

08721P

QuickBooks Trans. No.:

5247710009656448

Trans. ID:

PG0007424603

Merchant No.:

Thank you for your business

CUSTOMER COPY

ApexWorks Restoration
460 Metroplex Drive
Suite 112
Nashville, TN 37211

09/23/2015

SALE

Total: \$7,352.85

MasterCard

xxxxxxxxxxxx7335

Exp. Date:

xx / xx

Name:

Susan W Sowards

Auth. Code:

01508P

Trans. ID:

PG00009093791

QuickBooks Trans. No:

5247710009656448

Merchant No.:

Thank you for your business

CUSTOMER COPY

ApexWorks Restoration
460 Metroplex Drive
Suite 112
Nashville, TN 37211

09/23/2015

SALE Total: \$387.70

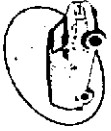
MasterCard
Exp. Date: xxxxxxxxxxxx7335
Name: xx / xx
Susan Sowards

Auth. Code: 09287P QuickBooks Trans. No:
Trans. ID: PK0009012112 Merchant No.: 5247710009656448

Thank you for your business

CUSTOMER COPY

The Guys in the Green Trucks



(615) 834-1080 SERVICE, INC.

January 21, 2016

Susan Sowards
10761 Skylark Drive
Jacksonville, FL 32257-3309

RE: Credit Card payment

Dear Susan,

Today we processed your MasterCard credit card ending in 5125 for \$302.00 for:

1/21/16 service call - *Diagnostic fee, plus hard start kit.*

Attached is a copy of the receipt you requested.

Thank-you for being our valuable customer.

Sincerely,

Debbie Kaatz

Debbie Kaatz
Accounting Assistant

414 MCNALLY DR
NASHVILLE, TN 372116312

01/21/2016

14:47:57

CREDIT CARD
%C SALE

CARD # *****5125
INVOICE 0001
SEQ # 0001
Batch # 001696
Approval Code: 077454
Entry Method: Manual
Mode: Online
Auth Code: YYY
Card Code: M

SALE AMOUNT \$302.00

WE'RE LOCATED AT: 414 MCNALLY DRIVE NASHVILLE 37211
MAIL: P.O. BOX 111089 NASHVILLE, TN 37222-1089