

RESIDENTIAL LEASE AGREEMENT

STATE OF TENNESSEE

COUNTY OF _____

1. **PARTIES TO AGREEMENT:** The parties to this Agreement are, _____ (hereinafter collectively referred to as "Landlord", with _____ being designated as agent of the purpose of representing all identified "Landlords" and _____ & _____ (hereinafter referred to as "Lessee(s)").
2. **LOCATION:** The Landlord hereby leases to the Lessee and the Lessee hereby leases from the Landlord the premises commonly known as _____.
3. **TERM:** The initial term of this Agreement shall begin on _____ and end on _____. The term of lease shall be month to month thereafter with rent being due and payable on or before the 1st day of each successive month. This lease shall inure to the benefit of Lessee so long as he remains current in his lease payment.
4. **RENT:**
 - a. Lessee covenants to pay Landlord a rent of \$_____ per month, payable in advance, on or before the first day of every month during said terms. The rent is payable to _____, or as Lessee may be advised from time to time by written notice. Rental payments are to be made by cash, check, money order, or cashiers check. For any rent paid after the fifth day of the month, a late fee of ten percent will be charged as additional rent. If it becomes necessary to use the courts for the collection of past due rent, the costs of same, including reasonable attorney's fees of 33 1/3%, court costs and expenses, shall be considered additional rent and shall be paid for by the Lessee. Lessee hereby waives any notice of default for non-payment of rent.
 - b. **PRO-RATED RENT:** It is understood and agreed the Lessee is taking possession of the premises on the _____, 20____, and is to pay the sum of \$ _____, as pro-rated rent, from that date through the last day of _____.
5. **USE:** The Leased Premises shall be used only for residential purposes. Lessee shall not permit said premises to be used for any purpose that will injure the reputation of the building of which they are a part. Lessee will not use or keep in said premises anything which would in any way affect the terms and conditions of a Standard Fire Insurance Policy or increase the fire insurance rates. Lessee shall abide by and strictly conform to all rules issued and posted by Landlord from time to time governing: (a) the occupancy and care of said premises and the surrounding grounds of which the same are a part; (b) appliances and fixtures supplied by Landlord, and conduct affecting neighboring residents and the physical condition of the building containing said premises. Such rules, a copy of which is attached hereto and incorporated herein by reference may be changed from time to time if such change is necessary or desired by Landlord for the safety, care and cleanliness of the premises and the

grounds of which they are a part. The failure of Landlord to insist upon a strict performance of or compliance with any such rules shall not be construed as a waiver of any of Landlord's legal or equitable rights or remedies, nor be deemed a waiver of any subsequent breach or default by Lessee.

6. **OCCUPANTS:** Only those persons designated in this Lease or as further modified and agreed to in writing by Landlord shall reside in the Leased Premises. For purposes of this Lease the designated occupants are:

In no event, however, shall more than _____ persons be allowed to occupy said Premises without prior approval from Landlord.

7. **MAINTENANCE OF PREMISES:**

- a. "Original Condition" - The Lease Premises and the fixtures contained therein, shall be deemed to be clean and acceptable, and in good repair and operable, unless otherwise reported in writing to Landlord within 48 hours of the commencement of the term hereof.
- b. "Cleanliness" - Lessee shall keep said premises, and fixtures contained therein, in a clean and tenantable condition. Upon vacating the premises, Lessee shall leave them in the condition existing at the commencement of this Lease, ordinary wear resulting from careful usage excepted, or pay Landlord for the costs of restoring said premises and fixtures to their original condition.
- c. "Repairs" - Lessee shall keep said premises, and the appliances and fixtures contained therein, in as good repair as the same are in at the commencement of this Lease, ordinary wear resulting from careful usage excepted. The cost of service to any appliance or fixture, or of repairing any damage resulting from Lessee's misuse or abuse of any fixture, appliance or portion of the premises, shall be paid by Lessee as additional rental upon demand by Landlord. Failure to pay same shall constitute a default pursuant to Paragraph 17 of this Lease.
- d. "Alterations" - No repairs, alteration or changes in or to said premises or the fixtures or appliances contained therein, shall be made except after written consent of Landlord. Lessee shall not paint or wallpaper any portion of the premises without written consent of Landlord, and shall be responsible for the costs of restoring said premises to their original condition. All improvements made by Lessee to the said premises shall become the property of the Landlord.
- e. "Waste" - Lessee shall not waste utilities furnished by Landlord nor use utilities, fixtures, or appliances for any improper or unauthorized purpose. If Lessee does waste said utilities, or use the fixtures or appliances for any improper or unauthorized

purpose, Landlord may charge Lessee for such excess utility usage or for damages incurred due to the improper or unauthorized use of the fixtures or appliances.

- f. "Notification" - Lessee shall notify Landlord immediately of any item needing repair, any roof leaks, and faucet, pipe, or commode leakage.

8. **APPLIANCES:** Appliances to be supplied by Landlord: Landlord shall furnish the following (Place an "X" by all that apply):

- | | | |
|-----------------------|---------------------|--------------------|
| a. _____ Refrigerator | c. _____ Disposal | e. _____ Microwave |
| b. _____ Range | d. _____ Dishwasher | |

9. **LIABILITY:** Landlord shall be under no liability to the Lessee for damages or losses due to the discontinuance of interruption of heat, water, hot water, or of any other service, or of the inoperability of any appliance or fixture provided by the Landlord; Landlord shall not be liable for loss or damage to property of Lessee caused by rain or water that may leak or flow from any part of said premises, including carports, through any defects in roof, plumbing, or any other source; and Landlord shall not be responsible for loss or damage to any property that is stored in any storage area or storage facilities furnished for the conveniences of the Lessee. Lessee shall be liable for and shall hold Landlord harmless from and against any claims, damages, liability, attorney's fees, and expense due to loss of life, personal injury, and/or property damage of said Lessee, Landlord, other residents, or anyone else, if such loss of life, damage, or injury be due to the act or neglect of Lessee or anyone in his control or employ, or if such loss of life, damage, or injury, be due to any failure of the Lessee to report in writing to the Landlord any defective condition which the Landlord would be required to repair under the terms of this lease on notice from Lessee. Lessee shall be responsible for damage caused by Lessee's misuse or negligence in the operation of use of any appliances, plumbing, electrical or mechanical equipment provided on said premises. All personal property of Lessee upon the lease premises shall be there at the risk of Lessee only, and Landlord shall not be liable for any damage thereto or theft thereof.

Lessee shall be responsible for insuring his own possessions against water leakage, flood, sewer backup, fire, windstorm, and other risks of loss. The Landlord is not responsible for and does not provide fire or casualty insurance for the Lessee's personal property.

Landlord and Lessee hereby release each other from liability for loss or damage occurring on or to the leased premises or the premises of which they are a part or to the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty, giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

10. **RIGHTS OF ENTRY BY LANDLORD:** Landlord may, at reasonable and proper times, enter and inspect said premises or show same to persons wishing to rent or purchase the same, and may enter said premises at any time to make necessary repairs. Said reasonable

and proper times specifically include but are not limited to 8:00 AM to 5:00 PM on all weekdays.

11. **SUBLEASE:** Lessee shall not assign or sublet said premises, or any part thereof.

12. **TERMINATION**

a. **TERMINATION OR RENEWAL:** Except as otherwise set out herein, Lessee may terminate this Lease only by hand delivering or sending by registered mail, return receipt requested, to written notice at least thirty (30) days before the expiration of this Lease, of an intention to vacate or terminate at the end of this Lease, of an intention to vacate or terminate at the end of this Lease, or this Lease shall be extended on a month-to-month basis upon the same terms and conditions contained in this Lease. Except as otherwise set out herein, Landlord may terminate this Lease only by delivering written notice to leased premises at least thirty (30) days before the expiration of the Lease of an intention to terminate at the end of this Lease, or this Lease shall be extended on a month-to-month period by giving thirty (30) day notice as set out heretofore from the first day of the month. Upon termination of this Lease, whether by Lessee or Landlord, Lessee agrees to quietly and peacefully surrender possession of same to Landlord. All thirty (30) day notices must be given on the 1st day of the month along with payment of rent in full amount.

b. **EARLY TERMINATION CLAUSE:** In the event the Lessee cannot fulfill the lease term obligations, the Landlord will release the Lessee from the Lease, provided that: 1) proper 30-day notice is given, 2) all rent is paid in full for the 30-day notice plus a lease cancellation fee equal to one month's rent. 3) the apartment is left in satisfactory condition, 4) Lessee's Security Deposit will be forfeited.

13. **DESTRUCTION OR DAMAGE TO PREMISES:** In the event the leased premises are destroyed, partially or wholly by fire or other casualty, the Landlord shall have the option of repairing or rebuilding the leased premises with all reasonable dispatch; if the Landlord elects to repair or rebuild the leased premises, the rent on such part thereof as is unrentable from time of such casualty until the repair or rebuilding is completed, shall be abated; if however, the Landlord does not elect within five (5) days to repair or rebuild, the Lessee shall then have the option of terminating this agreement or continuing the Tenancy under this Lease, provided, however, if Lessee enters into a new lease agreement before such repairing or rebuilding is commenced or contracted for, this agreement shall terminate without further liability of either party to the other.

14. **CONDEMNATION:** Lessee hereby waives any injury, loss or damage, or claim therefore against Landlord resulting from any exercise of a power of eminent domain of all or any part of the lease premises or surrounding grounds of which they are a part. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong exclusively to Landlord. In the event substantially all of the leased premises shall be taken, this lease shall terminate as of the date the right to possession vests in the condemning authority and shall be taken. This Lease shall terminate as of the date the right to possession vests in the condemning authority and rent shall be apportioned as of that date. In the event any part of the property and/or buildings of which the leased premises are a part (whether or

not the leased premises shall be affected), shall be taken as the result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the Landlord, constitute an economically feasible operating apartment, Landlord may, by written notice to Lessee given within sixty (60) days after the date of taking, terminate this Lease as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of the termination date.

15. **ABANDONMENT BY LESSEE:** If Lessee becomes delinquent in the rental payments due hereunder, and fails to respond within seventy-two (72) hours to Landlord's written demand for payment deposited in Lessee's mailbox, Lessee shall be deemed to have abandoned the premises and this Lease will be automatically terminated, and in such event, Lessee hereby authorizes and empowers Landlord to enter and repossess said premises and remove any personal property of Lessee left therein and place same in storage at Lessee's expense. If such personal property is not claimed by Lessee within thirty (30) days, Landlord may then sell same, in compliance with Tennessee statute, and apply the sales proceeds to storage fees, and hold the balance, if any, in trust for Lessee.
16. **SECURITY DEPOSIT:** Lessee agrees to deposit with Landlord a Security Deposit of _____ and no/100 (\$_____.00) and held as security for the full and faithful performance by the Lessee of all the terms and conditions herein, it being understood and agreed that no part of this deposit is to be applied to any rent which may become due under this lease.

The Security Deposit or remaining portion thereof may be refunded after premises are vacated by Lessee provided that (a) Lessee remains in possession of the premises for full term of the Lease; (b) Lessee gives Landlord the proper thirty-day written notice of intent to vacate; (c) premises are left in the condition existing at the commencement of this Lease, ordinary wear from careful usage excepted; (d) all keys are returned to Landlord; (e) all rent and utility fees due are paid in full; and (f) _____ (\$_____) shall be retained by Landlord as a redecoration fee.

17. **RE-ENTRY UPON BREACH OF CONTRACT OR DEFAULT:** If said monthly payment, or any of them whether the same be demanded or not, are not paid when they become due, or if said premises shall be appropriated to or used for any other purpose or use than that specified above, or if said premises shall not be maintained by Lessee specified above, or if any damage or waste shall be committed or suffered thereon, or if the Lessee fails or neglects to abide by the rules posted by Landlord as specified above, or if Lessee creates or permits any unnecessary noise ("noise" to include, without limitation, the operation of musical instruments, television sets, radios, and phonographs to the extent that other occupants in the same building make complaint for that reason) in or about said premises, or if any information supplied to Landlord on the application proves to be false or deliberately misleading, or if any term, condition or covenant of this Lease to be kept or performed by Lessee shall be violated or neglected, then, and in any of said cases, Lessee hereby waives notice of default, and Lessee does hereby authorize and empower Landlord to cancel, annul and terminate this Lease at once, to immediately change all locks on all doors to said premises, to deny Lessee entry therein, and to remove any personal property of Lessee therein and to dispose of same as provided in Paragraph 15 above; or at the option of Landlord, to re-enter and to take possession of said premises immediately, and by force if

necessary, without any previous notice of intention to re-enter, to remove all persons and their property there from, and to use such force and assistance in obtaining and performing such removal as Landlord may deem advisable to recover at once the complete and exclusive possession of all of said premises, whether in possession of Lessee or third persons or vacant; or Landlord may at any time after such default or violation of condition or covenant, re-enter and take possession of said premises, without such re-entry working a forfeiture of the rents to be paid and the covenants to be kept by Lessee for the full term of this Lease.

If Lessee shall at any time be in default hereunder, and if Landlord shall deem it necessary to engage attorneys to enforce Landlord's rights hereunder, the determination of such necessity to be in the sole discretion of Landlord, Lessee will reimburse Landlord for the reasonable attorney's fees. If Lessee's rights hereunder are not terminated, the amount of such expenses shall be deemed to be additional rent hereunder and shall forthwith be due and payable by Lessee to Landlord.

18. **LIENS:** At the expiration of this Lease, or any extension thereof, or upon its earlier termination for any cause whatsoever, all rent due, or to become due during the terms, must be paid in full before any goods or chattels may be removed from the lease premises. Such rents due, or to become due, shall constitute a lien upon such goods and chattels.
19. **PETS:** Lessee understands that pets are not allowed on the leased premises without prior written management approval. Such approval would be subject to an additional pet fee of _____ and no/100 Dollars (\$_____.00) and is limited to one pet per household, and a maturity weight of twenty-five (25) lbs. Failure to comply with this paragraph will constitute a material lease violation under Paragraph 17. This pet fee shall be non-refundable.
20. **CHARGES FOR UTILITIES AND SERVICES:** The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Lessee agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Lessee.
 - a. The Lessee must pay for the utilities in Column 1. Payments should be made directly to the appropriate utility company. The items in Column 2 are included in the Lessee's rent.

<u>Column 1</u>		<u>Column 2</u>
Put "X" by any		Put "X" by any
Utility Lessee		Utility Included
<u>Pays Directly</u>	<u>Type of Utility</u>	<u>in Lessee's Rent</u>
_____	Electric	_____
_____	Water	_____
_____	Sewer	_____
_____	Trash Collection	_____
_____	Gas	_____

- b. The Lessee agrees to pay the Landlord any amount shown in Column 3 on the date the rent is due. Failure to pay these additional sums shall be a violation of the terms of this Lease and constitutes default hereunder of Lessee's obligation to pay rent pursuant to Paragraph 4.
 - c. Lessee shall transfer utilities listed in Column 1 into Lessee's name immediately upon execution of this Lease.
- 21. **SMOKE DETECTOR:** The Lessor has installed smoke detector devices in the leased premises. The Lessees herewith acknowledges that same have been tested and are in full operating condition at the time of the execution of this lease. The Lessees acknowledge responsibility to make operational safety tests, replace batteries as needed and to notify the Lessor, in writing, of any malfunction, and shall, pursuant to the aforementioned city ordinance, test the devices at least once a month.
- 22. **WAIVER:** The failure of either party to insist in any instance on strict performance of any covenant or condition hereof shall not be construed as a waiver of such covenant or condition in any instance. No modification, change or cancellation hereof shall be valid unless in writing and executed by all parties hereto. No representation or promise has been made by either party hereto except as herein stated.
- 23. **PEACEFUL ENJOYMENT:** The Landlord covenants that the Lessee on paying rent and performing the covenants hereof, shall and may peaceably and quietly have, hold and enjoy the lease premises for the term mentioned.
- 24. **APPLICABILITY:** The provisions of this Lease shall be binding upon and inure to the benefit of the Landlord and the Lessee, and their respective successors, legal representatives and assigns.
- 25. **AGENT:** All payments, notices, requests, and demands unless otherwise stated herein shall be addressed and sent to _____. All notices to Lessee will be sent to Lessee at the address listed in Paragraph 2.
- 26. **CAPTIONS:** Any headings preceding the text of any paragraph hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or affect.
- 27. **GENDER:** For the purpose of this Lease, any masculine pronoun shall include the feminine, any feminine pronoun shall include the masculine, any plural pronoun shall include the singular, and any singular pronoun shall include the plural.
- 28. **EXCULPATORY AND RELEASE PROVISIONS:** The Lessor (including its managing and leasing agents and its other agents, servants and employees) shall not be liable or responsible in any manner to Lessee, or to any of the Lessee's spouse, children, dependents, guests, invitees, heirs, personal representatives, successors or assigns, or to any persons having interests in any property located on the premises or the complex of which the premises are a part, for personal injury (including death), property damage, property loss (including decrease in value of property), or any other type of loss or damage giving rise to

any claim for damages or any other type of claim whatsoever, which results from negligence and/or other fault, except willful misconduct, and which arises, in whole or in part, from any condition, accident or occurrence relating to the premises or the complex of which the appurtenances, storage areas, swimming pool facilities, carports, other facilities, and common areas, and including latent and patent conditions, whether known or unknown, and whether now existing or later developing; conditions relating to plumbing, heating, air-conditioning, and equipment, appliances, facilities or machinery, whether in proper working order resulting from acts of God and the elements, including wind, rain, hail, snow, storms, floods, and earthquakes; conditions relating to repair, alteration or replacements work performed by or on behalf of Lessor, or relating to circumstances delaying or preventing such work from being performed; conditions relating to theft, burglary, vandalism, acts of violence other actions of third-parties, acts of other Lessees of the complex, and any acts or matters relating to security; and any conditions or circumstances relating to any service or undertakings provided by the Lessor or by anyone on behalf of Lessor.

* And the Lessee acknowledges that the provisions of the prior paragraph, which limits the liability of the Lessor (including its managing and leasing agents and its other agents, servants and employees), were bargained for between the Lessee and Lessor.

This provision was specifically called to my attention. I understand the provision. The provision was bargained for before the Lease was signed, and I agree that the provision is valid and binding.

WHEREFORE, the parties have executed this Lease or caused the same to be executed by their authorized representative, the day and year first above written.

THIS LEASE supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of this Lease shall bind and inure to the benefit of the Landlord and to the Lessee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals in duplicate the day and year above-written.

BY: _____

Landlord, _____

Lessee, _____

SMOKE DETECTORS AND EXTINGUISHERS

Acknowledgement

I, _____ acknowledge that the smoke detector and/or fire extinguisher in my residence, _____ Franklin,, Tennessee 37064 is in working order. I further agree I will not tamper with the battery, smoke detector, or fire extinguisher in any way, which might cause it to work improperly. I also understand that tampering with either will result in a lease violation and/or lease termination.

Tenant's Signature, _____

Landlord's Signature, _____

Date

MOVE-IN / MOVE-OUT INSPECTION

Tenant: _____

Unit Number: _____

Move-In Inspection Date: _____

Move-Out Inspection Date: _____

Move-In Date

Move-Out Date:

Item	S	U	Date Work Issued	S	U	Date Work Order Issued	Charge to Tenant
Mailbox							
Front Door Screen			N/A				
Porch Light							
Living Room							
Electrical Fixtures							
Window Blinds							
Windows							
Window Screens							
Electrical Outlets							
Closet							
Glass Doors							
Walls & Ceilings							
Floors							
Fireplace							
Kitchen							
Electrical Fixtures							
Windows							
Window Screens							
Blinds							
Floor							
Cabinets							
	*	*		*	*		

***S = Satisfactory**

***U = Unsatisfactory**

Form 97061T

Move-In Date:

Move-Out Date:

Item	S	U	Date Work Issued	S	U	Date Work Order Issued	Charge to Tenant
Stove							
Sink							
Refrigerator							
Dishwasher							
Garbage Disposal							
Microwave							
Electrical Outlets							
Closet							
Fire Extinguisher			N/A				
Exhaust Fan							
Bathroom #1							
Electrical Fixtures							
Commode							
Medicine Cabinet			N/A				
Lavatory							
Towel Racks							
Bathtub							
Walls & Ceilings							
Floor							
Blind							
Door							
Soap Dish							
Tissue Holder							
Stoppers							
Bathroom Fan							
	*	*		*	*		

***S = Satisfactory**

***U = Unsatisfactory**

Form 97061T

Move-In Date

Move-Out Date:

Item	S	U	Date Work Issued	S	U	Date Work Order Issued	Charge to Tenant
Bathroom #2							
Electrical Fixtures							
Commode							
Medicine Cabinet			N/A				
Lavatory							
Towel Racks							
Bathtub							
Walls & Ceilings							
Floor							
Blind							
Door							
Soap Dish							
Tissue Holder							
Stoppers							
Bathroom Fan							
Hall(s)							
Smoke Detectors							
Electrical Fixtures							
Walls & Ceilings							
Floor							
Bedroom #1							
Windows							
Window Screens							
	*	*		*	*		

*S = Satisfactory

*U = Unsatisfactory

Form 97061T

Move-In Date

Move-Out Date:

Item	S	U	Date Work Issued	S	U	Date Work Order Issued	Charge to Tenant
Blinds							
Electrical Outlets							
Electrical Fixtures							
Walls & Ceilings							
Floor							
Rod			N/A				
Door							
Bedroom #2							
Windows							
Window Screens							
Blinds							
Electrical Outlets							
Electrical Fixtures							
Walls & Ceilings							
Floor							
Linen Closet Door							
Water Heater							
Furnace							
Furnace Filter							
	*	*		*	*		

*S = Satisfactory

*U = Unsatisfactory

Form 97061T

Move-In Date

Move-Out Date:

Item	S	U	Date Work Issued	S	U	Date Issued	Work Order	Charge to Tenant
Washing Machine Connections								
Dryer Connections								
Washer								
Dryer								
Laundry Area								
A/C Wiring								
Back Door								
Back Door Screen			N/A					
Back Door Light								
Porch or Patio								
Stairway								
Unauthorized Alterations								
Housekeeping								
Keys (master, unmastered)								
Outside Storage								
Miscellaneous:								
	*	*		*	*			

*S = Satisfactory

*U = Unsatisfactory

General Remarks:

Tenant's Certification - I hereby certify that the foregoing report correctly represents the conditions of the above-identified dwelling unit.

Move-In Signature of Tenant

Date: _____

Move-Out Signature of Tenant

Date: _____

Form 97061T

Owner's Certification - I hereby certify that the foregoing report correctly represents the condition of the above-identified unit. If this report discloses any deficiencies, I certify that they will be remedied within thirty (30) days of the date this tenant moves into this unit.

Move-In Signature of Owner

Date: _____