



Parties, Premises, & Term Period

- 1) **TENANT and LANDLORD:** This agreement is made on this the _____ day of _____, 20_____, by and between lessors _____, hereinafter referred to as "LANDLORD," and lessee(s) _____, hereinafter referred to as "TENANT." TENANT will not assign or sublet any part of leased PREMISES.
- 2) **OCCUPANTS:** TENANT agrees that PREMISES will only be occupied by TENANT and _____ additional occupant(s) listed below. TENANT will not allow occupancy by guests staying over ten (10) consecutive days within one calendar month without prior written consent of LANDLORD.
 - a) _____
 - b) _____
 - c) _____
 - d) _____
- 3) **TERM:** This lease is to be for one (1) year beginning on the first (1st) day of _____, 20_____. Acceptance of pro-rated rent for early occupancy of the unit in the month immediately prior to the beginning of the term, as set forth above, fully obligates TENANT to all terms and conditions contained in this Lease Agreement, and such term is extended for this initial pro-rated period.
- 4) **PREMISES:** LANDLORD leases to TENANT the property located at _____, hereinafter referred to as "PREMISES," to be used by TENANT as a private dwelling for residential purposes only, which include:
 - a) rental unit: _____ & surrounding grounds
 - b) outside building(s): _____
 - c) porch(es): _____
 - d) fence(s): _____
 - e) appliance(s): _____
 - f) key(s): _____
 - g) other: _____
- 5) **DELIVERY OF POSSESSION:** Possession is contingent upon payment by TENANT of deposit(s) and first full month's rent. In the event that possession cannot be delivered to TENANT upon commencement of the term period through no fault of LANDLORD, there will be no liability on LANDLORD, but the rental will abate until possession is given. In the event that possession cannot be given within fifteen (15) days of the commencement date, then the lease may be terminated at the option of TENANT.
- 6) **AUTOMATIC RENEWAL:** At the end of the term, this lease will be automatically renewed on a month to month basis, unless written notice of termination is given by either party at least thirty (30) days before the end of the expiration date.

Rent, Deposit, & Other Fees

- 7) **PAYMENT METHOD:** Payments must be made by money order, certified check, or personal check and made payable to and mailed to _____ at _____, or may also be made through a specified bank or money agent at any time so authorized and instructed in writing by LANDLORD. Personal check payment is contingent upon the check clearing LANDLORD's bank. Reasonable mailing time must be taken into consideration in meeting due dates, and personal checks received early will be deposited no sooner than the due date. LANDLORD will provide TENANT with written receipt of payment. Payment will NOT be accepted at LANDLORD's residence, and if TENANT attempts to do so TENANT will be considered in default of this agreement.
- 8) **RENT:** TENANT agrees to pay rent of _____ dollars to LANDLORD on or before the fifth (5th) day of each consecutive month for the initial term of the Lease Agreement and each month thereafter. In the event this agreement is signed prior to the beginning of the first month of the lease term, the pro-rated rent for this initial period is _____ dollars per day.
- 9) **ESCALATION OF RENT:** LANDLORD has right, upon thirty (30) days' notice to TENANT after the expiration of the initial term, to adjust rental sum to the market rate.
- 10) **LATE PENALTY:** TENANT agrees to pay a late penalty equal to ten (10) percent of the remaining unpaid portion of rent not received on or before the tenth (10th) day of each month, Saturdays, Sundays, and legal holidays excepted. Acceptance of late payment does not waive any rights of LANDLORD. Habitual late payments may be grounds for termination of this lease.
- 11) **SECURITY DEPOSIT:** TENANT hereby provides a deposit in the amount of _____ dollars to be held at the _____ bank as security for the faithful performance of this agreement for as long as TENANT occupies PREMISES. LANDLORD reserves right to turn deposit over to a successor landlord. Deposit is to be used by LANDLORD upon termination of this lease to apply toward payment of any damage to PREMISES (beyond ordinary wear and tear) and damages resulting from non-performance of any conditions of this agreement by TENANT, including the payment of rent. In the event that TENANT faithfully complies with the terms and conditions of this lease, TENANT will provide LANDLORD with written notice of new mailing address within sixty (60) days of vacating PREMISES in order to receive refund of any portion of this deposit, which will be divided equally at that time between each TENANT. Deposit is to be forfeited to LANDLORD if TENANT vacates PREMISES prior to the end of the first term.
- 12) **INSPECTION:** TENANT and LANDLORD will complete an "Inspection Report" regarding condition of PREMISES upon commencement and within ten (10) business days after termination of the lease. Failure of TENANT to contact LANDLORD to be present for inspection will prevent TENANT from providing input on the "Inspection Report" regarding condition of PREMISES. Failure to surrender PREMISES in same condition as received will result in cleaning charges to TENANT as outlined in the "Inspection Report" as well as damage charges to be determined and noted on the "Inspection Report," including LANDLORD's actual time at _____ dollars per hour for all repairs over and above those normally spent to put the property into rentable condition.



- 13) **PETS:** No pets are allowed on PREMISES without prior written consent of LANDLORD. Should such pet(s) be authorized by LANDLORD, TENANT will pay _____ dollars non-refundable fee to LANDLORD per pet. TENANT is fully responsible for all damages caused by such pet(s) to PREMISES.
- 14) **UTILITIES:** _____ LANDLORD will pay the above utilities and TENANT will pay all others. Should TENANT fail to put utilities in their name within ten (10) days of lease begin date, LANDLORD will discontinue such utility service within forty-five (45) days of same date. TENANT releases LANDLORD from liability for such discontinued service.
- 15) **ADDITIONAL BILLS:** Any bills paid by LANDLORD on TENANT's behalf (i.e. charges for TENANT's failure to maintain PREMISES in a condition to satisfy city, homeowner association, and/or lease requirements; TENANT's unpaid utilities; charges for repair of damage caused by TENANT, occupants, or guests; etc.) will be billed to TENANT by LANDLORD for immediate reimbursement.
- 16) **LIQUIDATED DAMAGES:** If during the original term of the lease TENANT is required to cancel the agreement, TENANT will give LANDLORD thirty (30) days written notice, paying LANDLORD all sums due through the end of the notice period, plus liquidated damages in the amount of one (1) additional month's rent, plus forfeiture of the security deposit as a termination payment.
- 17) **COLLECTION and ATTORNEY FEES:** TENANT agrees to pay LANDLORD's reasonable collection and attorney fees, as well as all expenses and court costs, associated with the enforcement by LANDLORD to recover possession and/or all delinquent monies due from TENANT per the terms of this lease.
- 18) **RETURNED CHECKS:** If the bank for any reason refuses a payment made by personal check, any bank fees imposed will be the responsibility of TENANT as well as late charges, which may be due up until the date that the check is redeemed. LANDLORD will have right to require that all future payments be made by TENANT in the form of certified check or money order.

Rights & Responsibilities

- 19) **WAIVER OF LIABILITY:** TENANT, not LANDLORD, is fully responsible for providing any insurance, including fire or casualty, on personal property kept on PREMISES, and LANDLORD shall not be liable for damages to persons or property injured on PREMISES. TENANT will not hold LANDLORD liable for damages sustained in or about PREMISES due to PREMISES becoming out of repair, due to bursting or leaking of gas, steam, water, or sewer pipes, due to worn or defective wiring, or due to any act of God.
- 20) **FIRE or CASUALTY:** In case of damage to PREMISES by fire or other casualty that is so extensive as to render PREMISES untenable, TENANT may vacate PREMISES and terminate this agreement only with written notice to LANDLORD within fourteen (14) days of such casualty. In such case, the lease termination will be effective as of the date of vacating, and LANDLORD will apportion the rent to that date.
- 21) **SAFETY and SECURITY:** TENANT states that he has inspected PREMISES and has determined to his satisfaction that the smoke detector(s), door locks and latches, window locks and latches, and any other security devices within the unit are adequate and in proper working order. TENANT acknowledges that LANDLORD is under no duty to inspect, test, or repair any security device unless and until LANDLORD has received written notice from TENANT to do so. LANDLORD assumes no responsibility for the security of PREMISES or the occupants therein, and TENANT further acknowledges and understands that neither LANDLORD nor the owner of the property (if different from LANDLORD) nor any agents thereof guarantee, warrant, or secure personal safety.
- 22) **UNLAWFUL or DANGEROUS ACTS:** TENANT will not use, or permit any use of, PREMISES that directly or indirectly is forbidden by any federal, state, local, or other government law, statute, ordinance, or regulation. TENANT will not willfully or intentionally commit, or allow others on PREMISES to commit, a violent act or behave in a manner that constitutes or threatens to be a real and present danger to the health, safety, or welfare of the life, limb, or property of other persons on PREMISES, or that may injure the reputation of PREMISES, or that may invalidate or increase the cost of any insurance policy carried on PREMISES.
- 23) **NEIGHBORHOOD NUISANCE:** TENANT will not permit any objectionable noise or odors to escape from PREMISES or permit or create a nuisance or disturbance to any other resident in PREMISES or the neighborhood or in any way injure the reputation of LANDLORD or PREMISES. All area residents are entitled to the peaceful enjoyment of their homes, and any complaints by other residents can be grounds for termination of the tenancy. TENANT will follow all applicable neighborhood association covenants and is liable for any penalties.
- 24) **TENANT MAINTENANCE:** TENANT will, at TENANT's expense, maintain PREMISES in a clean and safe manner, in as good condition as accepted at the commencement of this lease, ordinary and reasonable wear and tear or unavoidable casualty excepted. Such maintenance includes, but is not limited to:
 - a) mow, trim, prune, and water lawn and outdoor plants
 - b) proper weeding, raking, and trash/waste disposal
 - c) pest/vermin control and extermination
 - d) change air conditioner filter once a month
 If TENANT does not properly maintain any of these items, and LANDLORD must intervene to perform maintenance, TENANT will be responsible for any charges incurred for such maintenance, as well as damages caused by neglected maintenance.
- 25) **LANDLORD MAINTENANCE:** The following maintenance is LANDLORD's responsibility and will NOT be performed by TENANT without the written consent of LANDLORD:
 - a) cut down or destroy any plants on PREMISES
 - b) apply pesticides or herbicides to plants on PREMISES
 - c) compliance with requirements of all applicable building and housing codes materially affecting health/safety
 If TENANT performs such maintenance, TENANT will be liable for any cost incurred for the correction of such violation, including but not limited to soil decontamination and/or replacement plants.
- 26) **REPAIRS:** TENANT will immediately report to LANDLORD any defects in PREMISES during the lease term to allow for speedy repair and prevention of further damage and/or safety hazards. TENANT will be financially responsible for all repairs caused by negligence or intentional act of TENANT or others on PREMISES.



- 27) **ALTERATIONS:** TENANT will not make any alterations, additions, and/or improvements to PREMISES, including but not limited to lock(s), paint, wallpaper, shelves, exterior appearance of windows, doors, or any outside area so as to alter the general appearance, without prior written consent of LANDLORD. Should LANDLORD grant such permission, TENANT agrees that the cost of restoring PREMISES to their original condition prior to alterations will be considered damages due LANDLORD.
- 28) **VEHICLES:** TENANT will park and ride all vehicle(s) in designated areas only and not in yards. TENANT will not keep any vehicle, or allow any vehicle to be kept, on PREMISES that is legally considered an eyesore (cannot be moved with a working battery), and/or is detrimental to the health, welfare, or safety of persons in the community, and/or is not in compliance with all applicable laws relative to titling, licensing, operation, and registration for more than thirty (30) days. Any vehicle which does not meet the above standard or is left on the property after the tenant vacates the property may be removed by LANDLORD upon posting a written notice for ten (10) days on the vehicle. Such removal will be at the TENANT's expense and without liability to LANDLORD.
- 29) **ENTRY and INSPECTION:** LANDLORD may, at all reasonable times, enter PREMISES for the purpose of inspection, examination, repairs, maintenance, alterations, improvements, and/or supply necessary or agreed upon services, as well as to show to prospective tenants at all reasonable times within thirty (30) days from lease termination. TENANT specifically consents to such entrance upon twenty-four (24) hour's written notice by LANDLORD posted on door of PREMISES and agrees to waive all claims for damages and/or theft if TENANT or designated occupant is not present during such entry. LANDLORD may enter PREMISES without TENANT's consent in case of emergency, which includes a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.
- 30) **ABSENCE vs. ABANDONMENT:** TENANT will notify LANDLORD in writing on or before the first (1st) day of any anticipated extended absence from PREMISES in excess of seven (7) days. Without such notice, LANDLORD is legally entitled to consider such absence as abandonment by TENANT of PREMISES.
- 31) **RETALIATION:** Neither LANDLORD nor TENANT will perform acts of retaliation against the other when displeased with the other's performance of the terms and conditions of this lease and/or if one takes legal action against the other regarding the same.
- 32) **UNIFORM RESIDENTIAL LANDLORD & TENANT ACT:** Both LANDLORD and TENANT are accountable for all responsibilities and are authorized to pursue all rights afforded under the terms, amendments, changes, and modifications of the Uniform Residential Landlord and Tenant Act of the State of Tennessee.

Default Provisions

- 33) **NOTICES:** All notices from LANDLORD to TENANT may be served upon TENANT by conventional mail, or delivered to TENANT in person at PREMISES, or may be posted on the front door of PREMISES. Notice accepted by one TENANT or occupant will be deemed notice to all TENANTS. Notices from TENANT to LANDLORD may be delivered by mail addressed to _____ located at _____. A change of address for notification purposes will be effective only if notice is given in writing.
- 34) **LATE RENT:** Notice of termination of tenancy for non-payment of rent is hereby specifically waived and, should TENANT fail to pay rent on or before the fifth (5th) day of the month, LANDLORD has right to immediately begin eviction and collection proceedings.
- 35) **GENERAL DEFAULT:** Upon the failure of TENANT to comply with any notice sent by LANDLORD regarding default by TENANT in the compliance with any lease term, TENANT will be required to vacate PREMISES by the date indicated in such notice.
- 36) **FAILURE TO VACATE:** Upon receipt of written notice to vacate PREMISES, issued either by TENANT or by LANDLORD, TENANT agrees to so vacate unless the parties agree in writing to withdraw such termination notice. In the event TENANT holds over beyond the designated termination date, TENANT will be subject to eviction proceedings and agrees to pay two (2) times the normal rent for the subsequent period in addition to all other applicable costs and fees as set forth herein.
- 37) **FAILURE TO PAY:** Upon the failure of TENANT to pay any monies remaining due to LANDLORD at the time of lease termination, whether or not TENANT has vacated PREMISES, TENANT will be subject to collection proceedings.
- 38) **ABANDONMENT:** Should TENANT fail to notify LANDLORD of extended absence, LANDLORD will be authorized to enter PREMISES without notice to inspect it. If it appears TENANT has vacated PREMISES, LANDLORD will have the right to take possession of PREMISES after ten (10) days posted notice.
- 39) **ABANDONED PROPERTY:** Any personal property remaining on PREMISES after TENANT has vacated will be considered abandoned property. LANDLORD may, without liability to TENANT, enter PREMISES and remove and store said property for thirty (30) days and thereafter sell or dispose of said property and apply proceeds of sale to monies due, including but not limited to storage, sale, and disposal fees. Any balance from such sale remaining due to TENANT will be held by LANDLORD for six (6) months for TENANT to claim in writing.
- 40) **JOINT LIABILITY:** It is expressly understood that this agreement is between LANDLORD and each TENANT both jointly and individually. In the event of default by any one TENANT, each and every remaining TENANT will be jointly and severally liable for timely payment of rent and all other provisions of this lease.
- 41) **FAILURE TO ENFORCE:** Failure by LANDLORD to exercise any of his rights upon any default will not preclude LANDLORD from the exercise of any such rights upon any subsequent defaults.
- 42) **EXCLUSIVITY and SEVERABILITY:** The specific remedies to which LANDLORD may resort under the terms of this agreement are cumulative and are not intended to be exclusive of any other remedies to which LANDLORD may be lawfully entitled. Also, if any provision of this lease will be declared invalid or unenforceable, this will not affect the enforceability of the remainder of the lease, which remains in full force and effect.



General

43) **ENTIRE AGREEMENT:** The four (4) pages of this Lease Agreement, together with the Lease Application and the Inspection Report, contain the entire agreement between LANDLORD and TENANT. All rules and regulations are incorporated herein by reference and made a part hereof. There are no oral understandings not contained in this lease. This lease cannot be changed or supplemented except in writing signed by both parties, unless otherwise provided.

44) **ACKNOWLEDGEMENT:** TENANT hereby acknowledges that he/she has read the entire agreement in full and has received a copy of such. TENANT understands that the rules and regulations set forth herein may be amended from time to time and are for the purpose of providing for the safety and well-being of TENANT, occupants, and PREMISES and affirms that TENANT will, in all respects, comply with the terms and provisions of this Lease Agreement.

IN WITNESS WHEREOF, LANDLORD AND TENANT, for themselves, their successors, executors, heirs, administrators, and assigns have executed this agreement on the date first written above.

TENANT: _____

LANDLORD: _____

TENANT: _____

LANDLORD: _____

Guaranty

For and in consideration of LANDLORD entering into the hereinabove Lease Agreement, _____, hereinafter referred to as "GUARANTOR," hereby guarantees the payment of all sums due resulting from said agreement. GUARANTOR hereby acknowledges that they have no right of access to the subject PREMISES and acknowledge that their signatures on this document only guarantee any underlying indebtedness. Such guarantee will extend throughout the original term of this agreement and any subsequent renewals of this agreement as long as it remains in effect. GUARANTOR has also acknowledged that they are subject to all of the same collection actions as TENANT as outlined in the above Lease Agreement, and have provided the following personal financial information for such purpose as well as for the purpose of performing a credit and/or background check as deemed necessary by LANDLORD.

This _____ day of _____, 20_____, at _____, Tennessee.

GUARANTOR: _____

GUARANTOR: _____

