



RESIDENTIAL LEASE AGREEMENT FOR SINGLE-FAMILY DWELLING

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

_____ as tenant
("Tenant"), and _____
as landlord ("Landlord"), do enter into this Lease Agreement ("Lease" or "Agreement") on this the ____ day of _____, _____ ("Binding Agreement Date").

1. Lease Agreement.

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

All that tract of land known as:

_____ (Address),
_____ (City), Tennessee _____ (Zip), as recorded in
_____ County Register of Deeds Office, deed book(s), _____
page(s), _____ and further described as:

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

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

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

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

D. LEASED ITEMS FROM A THIRD PARTY. Leased items that remain with the Leased Property: (e.g., security systems, water softener systems; fuel tank, etc.): _____. Future lease payments of the aforementioned items shall be the responsibility of _____. If said leases are not assumable, it will be Landlord's responsibility to pay balance.

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

2. Lease Term and Rental Amount.

A. LEASE TERM.

The term of this Lease Agreement shall be for _____ (_____) months and shall begin on _____, _____ and end on _____, _____ ("Lease Term").

B. RENT

During the Lease Term, Tenant shall pay, without any notice or demand, the amount of _____ Dollars (\$ _____) per month on or before the first (1st) of each month ("Rent"). The Rent shall begin and the first payment shall be made on or before _____, _____. In the event that



49 the first day of the Lease Term is other than the first (1st) of the month, the first and last months' Rent shall be
50 determined on a pro rata basis.
51 Rent shall be made payable to _____ at the following address:
52 _____

53 There is a five day grace period ("Grace Period") beginning on the day that the Rent was due which is to be included
54 in the calculation of the Grace Period. If the last day of the Grace Period falls on a Sunday; January 1st; Martin
55 Luther King, Jr. Day (the 3rd Monday in January); President's Day (the 3rd Monday in February); Memorial Day (the
56 last Monday in May); July 4th; Labor Day (the first Monday in September); Columbus Day (the 2nd Monday in
57 October); Veteran's Day (November 11th); Thanksgiving Day (the 4th Thursday in November); Christmas Day
58 (December 25th); Good Friday, or any day set aside for county, state or national elections, the Grace Period shall end
59 the following business day. Saturday is deemed to be a business day for the purposes of paying Rent unless it falls
60 on one of the aforementioned days. If Rent is not received in full at the above address on or before the end of the
61 Grace Period of each month, a late charge of _____ Dollars
62 (\$ _____) shall be charged to Tenant. ("Late Charge"). The amount of the Late Charge shall not,
63 under any circumstances, exceed ten percent (10%) of the amount of Rent past due. If the bank returns a Rent check
64 unpaid, Tenant shall owe Landlord an additional charge of _____ to cover the expense of processing.
65 Landlord shall notify Tenant in writing of any changes to whom Rent is to be paid and the location to which Rent
66 should be sent. The Tenant waives notice and demand as to all payments of Rent due hereunder. All parties
67 understand and agree that neither the Broker nor the licensee representing the Landlord is acting in the capacity of a
68 property manager in this transaction.

69 **3. Security Deposit.**

70 Tenant shall pay _____ (\$ _____) as payment of a
71 security deposit ("Security Deposit") to _____ (name of holder) ("Holder")
72 located at _____ (address of Holder) on or
73 before the first day of the Lease Term. Security Deposit will be deposited by Holder in an account at
74 _____ bank or financial institution used only for that purpose. Security Deposit shall remain
75 in this account unless transferred to a similar account with another bank or financial institution until the termination of
76 this Lease. In the event that funds are transferred to another bank, Landlord shall notify Tenant in writing the name of
77 the new bank or financial institution.. Security Deposit may be used by Landlord toward payment of any damages to
78 Leased Property incurred during the Lease Term, normal wear and tear excepted. Said damages include costs for
79 cleaning Leased Property as well as those resulting from Tenant's failure to perform any of the terms of the Lease
80 contained herein. Landlord may also apply the Security Deposit toward any unpaid Rent if the Tenant vacates the
81 Leased Property with Rent still due and owing Landlord. Landlord's damages shall in no way be limited to the amount
82 of the Security Deposit.

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

- 85 1. Vacated the Leased Property without giving written Notice;
- 86 2. Abandoned the Leased Property;
- 87 3. Been judicially removed from the Leased Property;
- 88 4. Not contacted the Landlord after the Landlord's Notice of right to mutual inspection of the Leased Property;
- 89 5. Failed to appear at the arranged time of inspection as agreed upon between Landlord and Tenant;
- 90 6. Not requested a mutual inspection; OR
- 91 7. The Tenant is otherwise inaccessible to the Landlord.

92 **A. Mutual Inspection**

93 In a situation in which the Landlord has requested that the Tenant vacate the Leased Property or within five (5) days
94 after Landlord receives written notice of the Tenant's intent to vacate the Leased Property, the Landlord shall
95 provide notice to the Tenant of the Tenant's right to be present at the inspection of the Leased Property. Within said
96 notice [select one]:

97 Tenant may request that time of inspection be set during normal business hours

98 **OR**

99 Tenant may not request that time of inspection be set during normal business hours.

100 Landlord: [Select one].



101 □ requires that inspection be scheduled after Tenant has completely vacated Leased Property and is ready to
102 surrender possession and return all means of access to the Leased Property. Such inspection shall occur on
103 the day Tenant vacates or within four (4) calendar days of Tenant vacating Leased Property.

104 **OR**

105 □ Landlord will not require inspection to be scheduled after Tenant has completely vacated the Leased
106 Property. Such inspection shall occur on the day Tenant vacates or within four (4) calendar days of Tenant
107 vacating Leased Property.

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

116 **B. Landlord Inspection**

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

121 **C. Additional Rights of Parties**

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

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

- 130 1. Thirty (30) days after Tenant has vacated or abandoned the Leased Property
131 OR
132 2. Seven (7) days after a new tenant takes possession of the Leased Property.

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

138 **4. Repairs and Maintenance.**

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

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

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



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

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

170 **5. Lead Based Paint Disclosure.**

- 171 does not apply.
172 does apply (Property built prior to 1978 – see attached Lead Based Paint Disclosure for Rental Property).

173 **6. Insurance.**

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

179 **7. Holdover and Renewal.**

180 Tenant shall provide written notice to Landlord no later than thirty (30) days prior to the end of the Lease Term as to
181 Tenant's intent to renew or terminate this Lease at the end of the Lease Term. If Tenant wishes to renew the Lease, then
182 Landlord, at his sole discretion, may enter into a new lease agreement with Tenant. If Tenant fails to provide said notice
183 or if Tenant remains in possession of the Leased Property following the Lease Term, a holdover period shall be created.
184 In the event of a holdover period, a month-to-month tenancy shall be created at a new Rent of _____
185 dollars (\$ _____) per month payable on the first (1st) of each month with the first increased monthly Rent
186 being paid on the first (1st) of the initial month of the holdover period. All other terms and conditions of this Lease shall
187 remain in full force and effect during the month-to-month tenancy and shall continue as such until the termination of
188 such holdover period.

189 **8. Application for Lease.**

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

196 **9. Property Condition.**

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

203 **10. Rules and Regulations.**

- 204 A. The Leased Property shall only be used as a one family, residential unit;
205 B. Tenant is prohibited from adding, changing or in any way altering the locks installed on the doors of the Leased
206 Property without prior written consent of Landlord. If all keys and garage door openers to the Leased Property are
207 not returned when Tenant vacates the Leased Property, Landlord may charge a re-key charge in the amount of
208 \$ _____.



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

232 **11. Utilities and Services.**

233 Tenant agrees to pay all costs of connecting Utilities (water, electricity, sewer and/or natural gas) and/or Services
234 (including but not limited to garbage pickup, cable or satellite television, telephone service, security alarm service, and
235 internet service), deposits for same and costs of Utilities and/or Services incurred during the Lease Term. Tenant shall
236 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
237 Utilities in his/her name within three (3) days of occupancy, then Landlord shall terminate the Utilities if in the name of
238 Landlord. No satellite dishes shall be installed on the Leased Property without the prior written consent of Landlord.

239 **12. Fire or Casualty Damage.**

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

- 242 (a) immediately vacate the Leased Property, and
243 (b) shall notify the Landlord in writing within fourteen (14) days thereafter of Tenant's intention to terminate the
244 Lease, in which case the Lease terminates as of the date of vacating.

245 Substantially impaired ("Substantially Impaired") for purposes of this Lease means that the Leased Property has been
246 deemed unfit for human habitation by a governmental authority. If the Lease is terminated, Landlord shall return all
247 prepaid rents and Security Deposits. Accounting for rent in the event of termination or apportionment is to occur as of
248 the date of the casualty.

249 **13. Responsibility of Landlord.**

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

258 **14. Sublet and Assignment.**

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

261 **15. Default.**

262 **A. Written notice of the following is hereby waived by the Tenant:**

263 **1. Tenant's material breach of or noncompliance with Lease;**



- 264 **2. Tenant's failure to comply with obligations imposed on Tenant by applicable**
- 265 **building and housing codes which materially affects health and safety;**
- 266 **3. Tenant's failure to keep Leased Property in as clean and safe condition as when**
- 267 **Tenant took possession which materially affects health and safety;**
- 268 **4. Tenant's failure to dispose of all ashes, rubbish, garbage or other waste to**
- 269 **designated collection areas which materially affects health and safety;**
- 270 **5. Tenant deliberately or negligently destroying, defacing, damaging, impairing or**
- 271 **removing any part of the Leased Property or permitting any other person to do so**
- 272 **which materially affects health and safety;**
- 273 **6. Tenant engaging in illegal activity on the Leased Property which materially affects**
- 274 **health and safety; OR**
- 275 **7. Tenant acting or permitting others on the Leased Property (with or without**
- 276 **Tenant's consent) to act in a manner which disturbs the neighbors' peaceful**
- 277 **enjoyment of the premises and materially affects health and safety.**

278 **B. Notice of Breach or Termination of Lease.**

279 In the event that Tenant breaches this Lease and/or engages in any of the conduct contained within paragraph 15.A.
280 above which materially affects health and safety, Landlord may, in Landlord's sole discretion, elect to do either of
281 the following:

282 **1. Notice.**

283 In the event that Tenant breaches this Lease and/or engages in any of the conduct contained within paragraph
284 15.A. above which materially affects health and safety, Landlord may, in Landlord's sole and reasonable
285 discretion, deliver a written notice to Tenant specifically stating the acts and omissions constituting the violation
286 and that the Lease is subject to termination ("Notice of Default").

287 **a. Breach remediable by payment of Rent, cost of repairs, damages or other monetary amounts**
288 **due.**

289 If the breach is remediable by payment of Rent, cost of repairs, damages or any other amount due to
290 Landlord, the Landlord may advise Tenant that he has fourteen (14) days from date of receipt of Notice
291 of Default to remediate the breach. If the breach is not remediated within the fourteen (14) days,
292 Landlord may elect to terminate the Lease on a date not less than thirty (30) days after Tenant's receipt
293 of Notice of Default. In the event that Tenant is to make repairs to cure the breach, these repairs must
294 be requested in writing by the Tenant and authorized by Landlord prior to making any repairs. These
295 repairs are only allowed in the event that Landlord advises Tenant that prior authorization for repairs is
296 required in the Notice of Default.

297 If the Tenant engages in substantially similar conduct which constituted a prior breach within six (6)
298 months of the previous breach, Landlord may terminate the Lease upon at least fourteen (14) days'
299 written notice documenting the breach and the date of the termination of the Lease.

300 **b. Breach not remediable by payment of Rent, cost of repairs, damages or other monetary amounts**
301 **due.**

302 If the breach for which notice was given is not remediable by the payment of Rent, cost of repairs,
303 damages, or any other amount due to Landlord, Landlord may advise Tenant that the Lease shall
304 terminate upon a date not less than thirty (30) days after receipt of the Notice of Default.

305 **2. Termination.**

306 In the event that Tenant breaches this Lease and/or engages in any of the conduct contained within paragraph
307 15.A. above, Landlord may, in Landlord's sole and reasonable discretion, terminate this Lease Agreement and
308 proceed with a detainer action for possession of the Leased Property.

309 Election of either option 1 or 2 above does not bind Landlord to take such action in the event of a similar violation in
310 the future.

- 311 C. In the event that Landlord terminates the Lease, Landlord shall have the right to secure another tenant for the Leased
- 312 Property. In any event, the Tenant shall remain liable to Landlord for any and all Rent due under the terms of this
- 313 Lease for the entire Lease Term.
- 314 D. Abandonment by Tenant is considered a default under the terms of this Lease.
- 315 E. Landlord may recover damages and/or obtain injunctive relief for violation of the terms of this Lease and/or
- 316 paragraph 15.A above.
- 317 F. Landlord may recover punitive damages from Tenant for the willful destruction of property caused by Tenant or by
- 318 any other person on the Leased Property with Tenant's consent.



319 **16. Attorney's Fees and Court Costs.**
320 Tenant agrees to pay all reasonable attorney's fees together with any court costs and expenses which Landlord incurs in
321 any action for breach of this Lease Agreement or failure to pay Rent.

322 **17. Right of Access.**
323 Landlord and Landlord's agents shall have the right to access the Leased Property for inspection; to make necessary or
324 agreed repairs, decorations, alterations, or improvements; to supply necessary or agreed to services; or to exhibit the
325 Leased Property to prospective or actual purchasers, mortgagees, workers or contractors during reasonable hours with
326 Tenant's consent which shall not be unreasonably withheld. In case of an Emergency, Landlord and Landlord's agents
327 may enter the Leased Property without Tenant consent. An "Emergency" is a sudden, generally unexpected occurrence
328 or set of circumstances which demands immediate action. If any of the Utilities have been turned off due to no fault of
329 the Landlord, the Landlord and Landlord's agents may enter the Leased Property in order to make inspection to ascertain
330 any damages to the Leased Property and to make any necessary repairs of damage resulting from the lack of Utilities.
331 Landlord shall also have right of access to Leased Property under the following circumstances: (1) pursuant to a court
332 order; (2) following the fourteen day cure period listed in paragraph 15 herein if Tenant fails to cure default; (3) if the
333 Tenant has abandoned or surrendered the Leased Property; or (4) Tenant is deceased, incapacitated, or incarcerated.
334 Landlord shall also be permitted to enter the Leased Property when reasonably necessary during Tenant absence for
335 more than seven days. The parties hereby agree that the Landlord and Landlord's agents shall also be permitted to enter
336 the Leased Property beginning thirty (30) days prior to the Agreement's termination date for the purpose of showing the
337 Leased Property to prospective tenants. Landlord shall give notice (does not necessarily have to be written notice) to the
338 Tenant at least twenty-four (24) hours prior to entry for showing purposes.

339 **18. Abandonment.**
340 Tenant is required to notify the Landlord in writing of any anticipated absence from the Leased Property in excess of
341 seven (7) days. Notice shall be given on or before the first day of any extended absence. Tenant's unexplained or
342 extended absence from the Leased Property for thirty (30) days or more without payment of Rent as due shall be prima
343 facie evidence of abandonment. In such event, Landlord may re-enter and take possession of the Leased Property.

344 Tenant's nonpayment of Rent for fifteen (15) days past the Rent due date combined with other reasonable factual
345 circumstances indicating Tenant has permanently vacated the Leased Property, including, but not limited to, the removal
346 by Tenant of substantially all of Tenant's possessions and personal effects from Leased Property, or Tenant's voluntary
347 termination of Utilities to Leased Property, shall also be prima facie evidence of abandonment. Landlord will then be
348 permitted to post notice at the Leased Property and send notice to the Tenant by regular mail, postage prepaid to the
349 address of the Leased Property that:

- 350 (a) the Landlord has reason to believe that Tenant has abandoned the Leased Property;
- 351 (b) the Landlord intends to re-enter and take possession of the Leased Property, unless Tenant contacts Landlord
352 within ten (10) days of the posting and mailing of the notice;
- 353 (c) if Tenant does not contact Landlord within the ten-day period, Landlord intends to remove any and all
354 possessions and personal effects remaining in or on the Leased Property and to re-rent the Leased Property; and
- 355 (d) if Tenant does not reclaim the possessions within thirty (30) days of Landlord taking possession of the
356 possessions and personal effects, Landlord intends to dispose of Tenant's possessions and personal effects.

357 Landlord will include a telephone number and mailing address at which he may be contacted in aforementioned notice.
358 If Tenant does not claim personal property within an additional thirty (30) days following Landlord's re-entry to Leased
359 Property and taking possession of Tenant's personal property, Landlord may sell or dispose of said personal property and
360 apply the proceeds of said sale to unpaid Rents, damages, storage fees, sale costs, court costs, advertisement and
361 attorney's fees. Any balances are to be held by the Landlord for the Tenant for a period of six (6) months subsequent to
362 the sale date, and thereafter will become the property of the Landlord.

363 **19. Termination for Violence or Threat to Health, Safety or Welfare**
364 Notwithstanding any other provision of this Lease, Landlord may terminate this Lease within three (3) days from the
365 receipt of written notice by Tenant if Tenant or any other person on the Leased Property with the consent of Tenant:

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

371 **20. Notice.**
372 Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and
373 delivered (1) in person, (2) by prepaid overnight delivery service, (3) by facsimile transmission(FAX), (4) by the United



374 States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email (if provided herein).
375 Notice shall be deemed to have been given as of the date and time it is actually received unless otherwise provided
376 herein. Notices shall be provided to the parties at the address shown below, unless otherwise provided by the parties in
377 writing. Landlord designates the party listed below as his agent for service of any and all notices.

378	Landlord	Tenant
379	_____	_____
380	_____	_____
381	_____	_____
382	Telephone #: _____	Telephone #: _____
383	Fax # _____	Fax # _____
384	E-mail _____	E-mail _____

385 **21. Notice to Landlord of Repairs Needed.**

386 In the event that there is a malfunction or defect in the electrical wiring or fixtures; heating and air conditioning system;
387 plumbing; hot water heater; gas pipes; or any other item which is to be maintained by Landlord as determined herein,
388 Tenant shall immediately notify Landlord in writing so that Landlord may make any required repairs. Tenant agrees that
389 Landlord shall not be liable for any damages resulting from any temporary malfunctions or defects to any of these
390 systems or other appliances on the Leased Property, unless said malfunction is due to the gross negligence or willful
391 misconduct of Landlord. Tenant shall be responsible for the reasonable cost of repairs made necessary by Tenant's
392 negligence or willful misconduct or Tenant's failure to pay utility bills.

393 **22. Property Management Company.**

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

395 Company: _____
396 Manager: _____
397 Address: _____
398 Telephone Number: _____ Email: _____

399 **23. Condemnation.**

400 If all or any part of the Leased Property is taken or appropriated by any public or quasi-public authority under the power
401 of eminent domain, and if the remaining portion of the Leased Property is thereby rendered untenable or unusable for
402 the purposes herein stated, this Lease shall terminate when the condemning authority takes possession, and any Rent paid
403 for any period beyond possession by the condemning authority shall be repaid to Tenant. Landlord shall receive the
404 entire condemnation award without deduction therefrom for an interest of Tenant in the Leased Property, but Tenant
405 shall have the right to make a separate claim with the condemning authority for, and to receive therefore, (a) any moving
406 expenses incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in connection
407 with any alteration or improvement made by Tenant to the Leased Property; (c) the value of Tenant's personal property
408 taken; and (d) any other separate claim which Tenant may be permitted to make under applicable law, provided that such
409 other separate claims shall not reduce or adversely affect the amount of Landlord's award.

410 **24. Hold Harmless.**

411 Both Landlord and Tenant understand and agree that neither Broker nor licensee for either party is acting in the capacity
412 of a property manager in this transaction unless otherwise stated herein. Furthermore, it is understood and agreed that
413 the real estate firms and real estate licensee(s) representing or assisting the Landlord or Tenant (collectively "Brokers")
414 are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Landlord
415 or Tenant. Landlord and Tenant agree that Brokers shall not be responsible for any of the following, including but not
416 limited to those matters which could have been revealed through a survey, flood certification, title search or inspection of
417 Leased Property; for the condition of Leased Property, any portion thereof, or any item therein; for the necessity or cost
418 of any repairs to Leased Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction;
419 for the availability, capability, and/or cost of utility, sewer, septic, or community amenities; for applicable boundaries of
420 school districts or other school information; for the appraised or future value of Leased Property; square footage of
421 Leased Property; any condition(s) existing off Leased Property which may affect Leased Property; and for the uses and
422 zoning of Leased Property whether permitted or proposed. Landlord and Tenant acknowledge that Brokers are not
423 experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them,
424 they should seek independent expert advice relative thereto.

425 **25. Brokerage.** As specified by separate agreement, Landlord agrees to pay Listing Broker at execution of Lease the agreed
426 upon compensation. The Listing Broker will pay the Selling Broker, from the compensation received, an amount in
427 accordance with the terms and provisions specified by separate agreement. The parties agree and acknowledge that the
428 Brokers involved in this transaction may receive compensation from more than one party. All parties to this Agreement
429 agree and acknowledge that any real estate firms involved in this transaction shall be deemed a third party beneficiary



430 and shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable
431 attorney's fees and court costs.

432 **26. Other Provisions**

433 **A. Entire Agreement.**

434 This Lease shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal
435 representatives and permissible assigns. This Lease constitutes the sole and entire agreement between the parties
436 hereto and no modification of this Lease shall be binding unless signed by all parties or permissible assigns to this
437 Lease. No representation, promise, or inducement not included in this Agreement shall be binding upon any party
438 hereto. Any permissible assignee shall fulfill all the terms and conditions of this Lease.

439 **B. Governing Law and Venue.**

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

442 **C. Time of Essence.**

443 Time is of the essence in this Lease.

444 **D. No waiver.**

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

450 **E. Terminology.**

451 As the context may require in this Lease: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall
452 mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the
453 feminine and vice versa; (4) the term day(s) used throughout this Lease shall be deemed to be calendar day(s) ending
454 at 11:59 p.m. local time unless otherwise specified in this Lease. Local time shall be determined by the location of
455 the Leased Property; and (5) the term legal holiday shall be January 1; the third (3rd) Monday in January, known as
456 "Martin Luther King, Jr. Day"; the third (3rd) Monday in February, known as "President's Day"; Good Friday; the
457 last Monday in May, known as "Memorial Day"; July 4th; the first (1st) Monday in September, known as "Labor
458 Day"; the second (2nd) Monday in October, known as "Columbus Day"; November 11th, known as "Veteran's Day";
459 4th Thursday in November, known as "Thanksgiving Day"; and December 25th. If a deadline falls on a Saturday,
460 Sunday or legal holiday, the deadline shall roll to the next business day unless otherwise stated herein.

461 **F. Equal Housing.** This Leased Property is being leased without regard to race, color, sex, religion, handicap, familial
462 status, or national origin.

463 **G. Severability.**

464 If any portion or provision of this Lease is held or adjudicated to be invalid or unenforceable for any reason, each
465 such portion or provision shall be severed from the remaining portions or provisions of this Lease, and the remaining
466 portions or provisions shall be unaffected and remain in full force and effect and the Lease shall be interpreted so as
467 to bring the Lease into compliance with all applicable laws.

468 **27. Method of Execution.** The parties agree that signatures and initials transmitted by facsimile, other photocopy
469 transmittal, or by transmittal of digital signature as defined by the applicable State or Federal law will be acceptable and
470 may be treated as originals and that the final Lease Agreement containing all signatures and initials may be executed
471 partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined
472 by the applicable State or Federal law.

473 **28. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:
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485



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

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

490 _____	_____
491 TENANT	TENANT
492 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
493 Date	Date

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

495 _____	_____
496 LANDLORD	LANDLORD
497 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
498 Date	Date

For Information Purposes Only:

_____	_____
Listing Company	Selling Company
_____	_____
Independent Licensee	Independent Licensee

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