

# RESIDENTIAL LEASE AGREEMENT FOR SINGLE-FAMILY DWELLING

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

3 \_\_\_\_\_ as tenant ("Tenant"),  
4 and \_\_\_\_\_ as landlord

5 ("Landlord"), do enter into this Lease Agreement ("Lease" or "Agreement") on this the \_\_\_\_ day of

6 \_\_\_\_\_, \_\_\_\_\_ ("Binding Agreement Date").

## 7 1. LEASE AGREEMENT.

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

10 All that tract of land known as:

11 \_\_\_\_\_ (Address),  
12 \_\_\_\_\_ (City), Tennessee \_\_\_\_\_ (Zip), as recorded in  
13 \_\_\_\_\_ County Register of Deeds Office, \_\_\_\_\_ deed book(s),  
14 \_\_\_\_\_ page(s), and/or \_\_\_\_\_ instrument number and further described as:

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

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

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

28 \_\_\_\_\_  
29 \_\_\_\_\_  
30 \_\_\_\_\_

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

32 \_\_\_\_\_  
33 \_\_\_\_\_  
34 \_\_\_\_\_

35 **D. LEASED ITEMS FROM A THIRD PARTY.** Leased items that remain with the Leased Property: (e.g., security  
36 systems, water softener systems; fuel tank, etc.): \_\_\_\_\_.

37 Lease payments of the aforementioned items shall be the responsibility of \_\_\_\_\_ following  
38 date of possession. If said leases are not assumable, it will be Landlord's responsibility to pay balance.

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

## 41 2. LEAST TERM AND RENTAL AMOUNT.

### 42 A. Lease Term.

43 The term of this Lease Agreement shall be for \_\_\_\_\_ (\_\_\_\_\_) months and shall begin on  
44 \_\_\_\_\_, \_\_\_\_\_ and end on \_\_\_\_\_,

45 ("Lease Term").



46 **B. Rent.**

47 During the Lease Term, Tenant shall pay, without any notice or demand, the amount of \_\_\_\_\_  
48 Dollars (\$ \_\_\_\_\_) per month on or before the first (1<sup>st</sup>) of each month ("Rent"). The Rent shall begin and  
49 the first payment shall be made on or before \_\_\_\_\_, \_\_\_\_\_. In the event that  
50 the first day of the Lease Term is other than the first (1<sup>st</sup>) of the month, the first and last months' Rent shall be  
51 determined on a pro rata basis.

52 Rent shall be made payable to \_\_\_\_\_ at the following address:  
53 \_\_\_\_\_

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

70 **3. SECURITY DEPOSIT.**

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

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

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

93 **A. Mutual Inspection**

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

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

99 **OR**

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



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

105 **OR**

106  Landlord will not require inspection to be scheduled after Tenant has completely vacated the Leased  
 107 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 Landlord. At the  
 110 scheduled inspection, Landlord and Tenant shall inspect the Leased Property and compile a comprehensive list of  
 111 damages to the Leased Property and an estimated cost of repairing the damage which is the basis for any charge  
 112 against the Security Deposit (“List of Damages”). Landlord and Tenant shall sign the List of Damages which shall  
 113 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 Tenant has performed any of the foregoing acts in which he no longer has a right to inspect the Leased Property as  
 118 contained herein, Landlord shall inspect the Leased Property and compile a List of Damages. Under such  
 119 circumstances, Tenant is not entitled to be present at said inspection. Landlord shall provide Tenant with a written  
 120 copy of the List of Damages via certificate of mailing *upon 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 is located 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 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 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 hold-over period shall be created.  
 184 In the event of a hold-over period, a month-to-month tenancy shall be created at a new rent of \_\_\_\_\_  
 185 dollars (\$ \_\_\_\_\_) per month payable on the first (1<sup>st</sup>) of each month with the first increased monthly rent  
 186 being paid on the first (1<sup>st</sup>) of the initial month of the hold-over 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 Tenant's leasing of the Leased Property, Tenant agrees to provide, in advance, the information  
 191 requested in the Tenant Information Addendum which is attached hereto and hereby authorizes its verification and  
 192 obtaining of a credit report. The credit report and employment verification is to be obtained within five to seven days  
 193 from the date upon which the Tenant Information Addendum has been delivered to Landlord. In the event that the credit  
 194 report and/or employment verification does not meet with Landlord's approval or if any of the information provided  
 195 therein is 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 will 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, 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, 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 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, Landlord may, in Landlord's sole discretion, elect to do either of the following:

281 1. Notice.

282 In the event that Tenant breaches this Lease and/or engages in any of the conduct contained within paragraph

283 15.A. above, Landlord may, in Landlord's sole and reasonable discretion, deliver a written notice to Tenant

284 specifically stating the acts and omissions constituting the violation and that the Lease is subject to termination

285 ("Notice of Default").

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

287 due.

288 If the breach is remediable by payment of Rent, cost of repairs, damages or any other amount due to

289 Landlord, the Landlord may advise Tenant that he has fourteen (14) days from date of receipt of Notice

290 of Default to remediate the breach. If the breach is not remediated within the fourteen (14) days,

291 Landlord may elect to terminate the Lease on a date not less than thirty (30) days after Tenant's receipt

292 of Notice of Default. In the event that Tenant is to make repairs to cure the breach, these repairs must

293 be requested in writing by the Tenant and authorized by Landlord prior to making any repairs. These

294 repairs are only allowed in the event that Landlord advises Tenant that prior authorization for repairs is

295 required in the Notice of Default.

296 If Tenant engages in substantially similar conduct which constituted a prior breach within six (6)

297 months of the previous breach, Landlord may terminate Lease upon at least fourteen (14) days' written

298 notice documenting the breach and the date of the termination of Lease.

299 b. Breach not remediable by payment of Rent, cost of repairs, damages or other monetary amounts

300 due.

301 If the breach for which notice was given is not remediable by the payment of Rent, cost of repairs,

302 damages, or any other amount due to Landlord, Landlord may advise Tenant that Lease shall terminate

303 upon a date not less than thirty (30) days after receipt of the Notice of Default.

304 2. Termination.

305 In the event that Tenant breaches this Lease and/or engages in any of the conduct contained within paragraph

306 15. A. above, Landlord may, in Landlord's sole and reasonable discretion, terminate this Lease Agreement and

307 proceed with a detainer action for possession of the Leased Property.

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

309 the future.

310 C. In the event that Landlord terminates the Lease, Landlord shall have the right to secure another tenant for the Leased

311 Property. In any event, Tenant shall remain liable to Landlord for any and all Rent due under the terms of this Lease

312 for the entire Lease Term.



- 313 D. Abandonment by Tenant is considered a default under the terms of this Lease.
- 314 E. Landlord may recover damages and/or obtain injunctive relief for violation of the terms of this Lease and/or  
315 paragraph 15.A above.
- 316 F. Landlord may recover punitive damages from Tenant for the willful destruction of property caused by Tenant or by  
317 any other person on the Leased Property with Tenant's consent.

318 **16. ATTORNEY'S FEES AND COURT COSTS.**

319 Tenant agrees to pay all reasonable attorneys' fees together with any court costs and expenses which Landlord incurs in  
320 any action for breach of this Lease Agreement or failure to pay Rent.

321 **17. RIGHT OF ACCESS.**

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

338 **18. ABANDONMENT.**

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

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

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

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

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

363 Notwithstanding any other provision of this Lease, Landlord may terminate this Lease within three (3) days from the  
364 receipt of written notice by Tenant if Tenant or any other person on the Leased Property with the consent of Tenant:

- 365 (a) Willfully or intentionally commits a violent act;



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

370 **20. NOTICE.**

371 Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and  
 372 delivered (1) in person, (2) by prepaid overnight delivery service, (3) by facsimile transmission(FAX), (4) by the United  
 373 States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email (if provided herein).  
 374 Notice shall be deemed to have been given as of the date and time it is actually received unless otherwise provided  
 375 herein. Notices shall be provided to the parties at the address shown below, unless otherwise provided by the parties in  
 376 writing. Landlord designates the party listed below as his agent for service of any and all notices.

Landlord	Tenant
380 _____,	380 _____,
381 Telephone #: _____	381 Telephone #: _____
382 Fax # _____	382 Fax # _____
383 E-mail _____	383 E-mail _____

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

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

392 **22. PROPERTY MANAGEMENT COMPANY.**

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

394 Company: \_\_\_\_\_

395 Manager: \_\_\_\_\_

396 Address: \_\_\_\_\_

397 Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

398 **23. CONDEMNATION.**

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

409 **24. HOLD HARMLESS.**

410 Both Landlord and Tenant understand and agree that neither Broker nor licensee for either party is acting in the capacity  
 411 of a property manager in this transaction unless otherwise stated herein. Furthermore, it is understood and agreed that  
 412 the real estate firms and real estate licensee(s) representing or assisting Landlord or Tenant (collectively "Brokers") are  
 413 not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Landlord or  
 414 Tenant. Landlord and Tenant agree that Brokers shall not be responsible for any of the following, including but not  
 415 limited to those matters which could have been revealed through a survey, flood certification, title search or inspection of  
 416 the Leased Property; for the condition of the Leased Property, any portion thereof, or any item therein; for any geological  
 417 issues present on the Leased Property; for any issues arising out of the failure to physically inspect the Leased Property  
 418 prior to entering into this Agreement and/or date of possession; for the necessity or cost of any repairs to the Leased  
 419 Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability,  
 420 capability, and/or cost of utility, sewer, septic, or community amenities; for any proposed or pending condemnation





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

431 **25. BROKERAGE.**

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

439 **26. OTHER PROVISIONS.**

440 **A. Entire Agreement.**

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

446 **B. Governing Law and Venue.**

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

449 **C. Time of Essence.**

450 Time is of the essence in this Lease.

451 **D. No waiver.**

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

457 **E. Terminology.**

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

469 **F. Equal Housing.**

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

472 **G. Severability.**

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



477 **27. METHOD OF EXECUTION.**

478 The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal, or by transmittal of  
479 digital signature as defined by the applicable State or Federal law will be acceptable and may be treated as originals and  
480 that the final Lease Agreement containing all signatures and initials may be executed partially by original signature and  
481 partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal  
482 law.

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

484 \_\_\_\_\_  
485 \_\_\_\_\_  
486 \_\_\_\_\_  
487 \_\_\_\_\_  
488 \_\_\_\_\_  
489 \_\_\_\_\_  
490 \_\_\_\_\_  
491 \_\_\_\_\_

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

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

498 The party(ies) below have signed and acknowledge receipt of a copy.  
499 \_\_\_\_\_  
500 **TENANT** \_\_\_\_\_ **TENANT** \_\_\_\_\_  
501 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
502 **Date** \_\_\_\_\_ **Date** \_\_\_\_\_

503 The party(ies) below have signed and acknowledge receipt of a copy.  
504 \_\_\_\_\_  
505 **LANDLORD** \_\_\_\_\_ **LANDLORD** \_\_\_\_\_  
506 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
507 **Date** \_\_\_\_\_ **Date** \_\_\_\_\_

---

**For Information Purposes Only:**

\_\_\_\_\_  
Listing Company

\_\_\_\_\_  
Selling Company

\_\_\_\_\_  
Independent Licensee

\_\_\_\_\_  
Independent Licensee

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