

**RESIDENTIAL LEASE AGREEMENT
FOR SINGLE-FAMILY DWELLING
(BROKER ACTING AS PROPERTY MANAGER)**

1 Tenant: _____

2 Owner: _____

3 Owner has entered into a separate agreement with a property management company to manage the Leased Property. The
4 property management company of the Leased Property is as follows:

5 Company: _____

6 Manager: _____

7 Address: _____

8 Telephone Number: _____ Email: _____

9 For purposes of this Agreement, Owner and Property Management Company shall be collectively defined as "Landlord"
10 hereinafter.

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

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

17 **1. LEASE AGREEMENT.**

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

20 All that tract of land known as:

21 _____ (Address),
22 _____ (City), Tennessee _____ (Zip), together with all the
23 fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Leased
24 Property".

25 **A. INCLUDED** as part of the Leased Property (if present): all attached light fixtures and bulbs including ceiling fans;
26 permanently attached plate glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm
27 doors and windows; all window treatments (e.g. shutters, blinds, shades, curtains, draperies) and hardware; all wall-
28 to-wall carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace
29 doors and attached screens; all security system components and controls; garage door opener(s) and all (at least ____)
30 remote controls; swimming pool and its equipment; awnings; permanently installed outdoor cooking grills; all
31 landscaping and all outdoor lighting; mailbox(es); attached basketball goals and backboards; TV mounting brackets
32 (inclusive of wall mount and TV brackets but excluding flat screen TVs); antennae and satellite dishes (excluding
33 components); central vacuum systems and attachments; and all available keys, key fobs, access codes or other methods
34 necessary for access to the Property, including mailboxes and/or amenities.

35 **B. 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 date
38 of possession. If said leases are not assumable, it shall be Landlord's responsibility to pay balance.

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

41 **2. LEASE TERM AND RENTAL AMOUNT.**

42 **A. Lease Term.**

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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 the first day of the Lease Term is other than the first (1st) of the month, the first and last months’ Rent shall be determined on a pro rata basis.

Rent shall be made payable to _____ at the following address:

Rent shall be deemed paid upon the date it is received at the above address. There is a five-day grace period (“Grace Period”) beginning on the day that the Rent was due which is to be included in the calculation of the Grace Period. If the last day of the Grace Period falls on a Sunday; Legal Holiday; or any day set aside for county, state or national election, the Grace Period shall end at 5:00 PM local time the following business day. Saturday is deemed to be a business day for the purposes of paying Rent unless it falls on one of the aforementioned days. If Rent is not received in full at the above address on or before the end of the Grace Period of each month, a late charge of _____ Dollars (\$_____) shall be charged to Tenant. (“Late Charge”). The amount of the Late Charge shall not, under any circumstances, exceed ten percent (10%) of the amount of Rent past due. If the bank returns a Rent check unpaid, Tenant shall owe Landlord an additional charge of _____ to cover the expense of processing. Landlord shall notify Tenant in writing of any changes to whom Rent is to be paid and the location to which Rent should be sent. Tenant waives notice and demand as to all payments of Rent due hereunder.

3. SECURITY DEPOSIT.

Tenant shall pay _____ (\$_____) as payment of a security deposit (“Security Deposit”) to _____ (name of holder) (“Holder”) located at _____ (address of Holder) on or before the first day of the Lease Term. Security Deposit shall be deposited by Holder in an account at _____ bank or financial institution used only for that purpose. Security Deposit shall remain in this account unless transferred to a similar account with another bank or financial institution until the termination of this Lease. In the event that funds are transferred to another bank, Landlord shall notify Tenant in writing the name of the new bank or financial institution. Security Deposit may be used by Landlord toward payment of any damages to the Leased Property incurred during the Lease Term, normal wear and tear excepted. Said damages include costs for cleaning the Leased Property as well as those resulting from Tenant’s failure to perform any of the terms of the Lease contained herein. Damages shall in no way be limited to the amount of the Security Deposit. Any amount of Security Deposit remaining after deduction of said damages shall be returned to Tenant following the termination of the Lease.

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

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

A. Mutual Inspection

In a situation in which Landlord has requested that Tenant vacate the Leased Property or within five (5) days after Landlord receives written notice of Tenant’s intent to vacate the Leased Property, Landlord shall provide notice to

91 Tenant of Tenant's right to be present at the inspection of the Leased Property ("Landlord's Notice of Right to Mutual
92 Inspection"). Within said notice [select one]:

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

94 **OR**

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

96 Landlord: [Select one].

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

100 **OR**

101 shall not require inspection to be scheduled after Tenant has completely vacated the Leased Property.

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

109 **B. Landlord Inspection**

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

114 **C. Additional Rights of Parties**

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

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

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

124 **OR**

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

126 If Tenant vacates the Leased Property not owing any monies and a refund from the security deposit is due, Owner
127 shall have Landlord send notice to the last known or reasonably determinable address of the amount of said refund to
128 Tenant. If Tenant does not respond to said notice within sixty days from the sending of the notice, then Owner may
129 remove the Security Deposit and retain it free from any claim by Tenant or any other person.

130 **4. REPAIRS AND MAINTENANCE.**

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

138 The following shall be kept in good working order and repair, normal wear and tear excepted, by either Landlord or Tenant
139 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>	
140						
141	Fence	<input type="checkbox"/>	<input type="checkbox"/>	Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>
142	Driveway	<input type="checkbox"/>	<input type="checkbox"/>	Exterior walkways	<input type="checkbox"/>	<input type="checkbox"/>
143	Interior Walls	<input type="checkbox"/>	<input type="checkbox"/>	Patio/Porch	<input type="checkbox"/>	<input type="checkbox"/>
144	Carpet/Flooring	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping/Yard	<input type="checkbox"/>	<input type="checkbox"/>
145	Swimming Pool	<input type="checkbox"/>	<input type="checkbox"/>	Outbuildings	<input type="checkbox"/>	<input type="checkbox"/>

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

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

162 **5. LEAD BASED PAINT DISCLOSURE.**

163 does not apply.

164 does apply (Property built prior to 1978 – see attached Lead Based Paint Disclosure for Rental Property).

165 **6. INSURANCE.**

166 Landlord shall maintain fire and casualty insurance on the structure of the Leased Property only during the Lease Term
167 and any extensions thereof and shall provide proof of such to Tenant upon request. Tenant shall maintain adequate
168 insurance for their personal property and liability insurance in the amount of \$ _____ during the Lease Term
169 and any extensions thereof and shall demonstrate as such to Landlord upon request. Landlord shall not be responsible for
170 any damage to Tenant's property, unless such damage is caused by Landlord's gross negligence or willful misconduct.

171 **7. HOLDOVER AND RENEWAL.**

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

181 **8. APPLICATION FOR LEASE.**

182 As a precondition to Tenant's leasing of the Leased Property, Tenant agrees to provide, in advance, the information
183 requested in the Tenant Information Addendum which is attached hereto and hereby authorizes its verification and

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184 obtaining of a credit report. The credit report and employment verification is to be obtained within seven days from the
185 date upon which the Tenant Information Addendum has been delivered to Landlord. In the event that the credit report
186 and/or employment verification does not meet with Landlord's approval or if any of the information provided therein is
187 misleading or untrue, Landlord may, at Landlord's discretion, terminate this Lease.

188 **9. PROPERTY CONDITION.**

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

195 **10. RULES AND REGULATIONS.**

- 196 A. The Leased Property shall only be used as a one family, residential unit;
- 197 B. Tenant is prohibited from adding, changing or in any way altering the locks installed on the doors of the Leased
198 Property without prior written consent of Landlord. If all keys and garage door openers to the Leased Property are
199 not returned when Tenant vacates the Leased Property, Landlord may charge a re-key charge in the amount of
200 \$_____.
- 201 C. Non-operative vehicles are not permitted on the Leased Property. Any such non-operative vehicle may be removed
202 by Landlord at the expense of Tenant after providing a ten-day written notice posted on such vehicle, and Tenant shall
203 have no right or recourse against Landlord thereafter.
- 204 D. No goods or materials of any kind or description which are combustible or would increase fire risk shall be kept in or
205 placed on the Leased Property.
- 206 E. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rods may be placed in
207 walls, woodwork or any part of the Leased Property.
- 208 F. Tenant shall not place any objects or personal property in a manner that is inconsistent with the load limits of the
209 Leased Property. Waterbeds, pianos, aquariums and other such heavy furniture or equipment shall only be permitted
210 on Leased Property with written consent of Landlord.
- 211 G. Boats, trailers, recreation vehicles (RVs), and campers are not permitted on the Leased Property.
- 212 H. No animals, birds or pets of any kind shall be permitted on the Leased Property without prior written consent of
213 Landlord.
- 214 I. Tenant shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the Leased Property
215 or permit any person to do so.
- 216 J. Tenant shall act and require other persons on the Leased Property to act in a manner that shall not disturb the neighbors'
217 peaceful enjoyment of their property.
- 218 K. Tenant shall not engage in any illegal activity nor shall permit any other persons on the Leased Property to engage in
219 illegal activity.
- 220 L. During freezing temperatures, Tenant agrees to take all reasonable steps to protect pipes from freezing.
- 221 M. Tenant agrees to follow any additional reasonable Rules and Regulations concerning the maintenance, use, and
222 operation of the Leased Property issued by Landlord or Landlord. Amendments and additions to the Rules and
223 Regulations shall be effective upon delivery of a copy thereof to Tenant.

224 **11. UTILITIES AND SERVICES.**

225 Tenant agrees to pay all costs of connecting Utilities (water, electricity, sewer and/or natural gas) and/or Services
226 (including but not limited to garbage pickup, cable or satellite television, telephone service, security alarm service, and
227 internet service), deposits for same and costs of Utilities and/or Services incurred during the Lease Term. Tenant shall
228 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
229 Utilities in Tenant's name within three (3) days of occupancy, then Landlord shall terminate the Utilities if in the name of
230 Landlord. No satellite dishes shall be installed on the Leased Property without the prior written consent of Landlord.

231 **12. FIRE OR CASUALTY DAMAGE.**

232 In the event that the Leased Property is damaged or destroyed by fire or casualty to an extent that the use of the Leased
233 Property is Substantially Impaired, Tenant may:

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

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

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

244 **13. RESPONSIBILITY OF LANDLORD.**

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

253 **14. SUBLET AND ASSIGNMENT.**

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

256 **15. DEFAULT.**

257 **A. Waiver of Notice.**

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

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

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

262 **1. Notice.**

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

- 265 ● fails to comply with obligations imposed on Tenant by applicable building and housing codes;
- 266 ● fails to keep Leased Property in as clean and safe condition as when Tenant took
267 possession;
- 268 ● fails to dispose of all ashes, rubbish, garbage or other waste to designated collection
269 areas;
- 270 ● deliberately or negligently destroys, defaces, damages, impairs or removes any part of the Leased
271 Property or permits any other person to do so;
- 272 ● engages in illegal activity on the Leased Property; OR
- 273 ● acts or permits others on the Leased Property to act in a manner which disturbs the neighbors'
274 peaceful enjoyment of the premises,

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

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

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

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

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

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

295 **2. Termination.**

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

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

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

304 **D.** Abandonment by Tenant is considered a default under the terms of this Lease.

305 **E.** Landlord may recover damages and/or obtain injunctive relief for violation of the terms of this Lease and/or for any
306 of the following:

- 307 ● Tenant failing to comply with obligations imposed on Tenant by applicable building and housing codes;
- 308 ● Tenant failing to keep Leased Property in as clean and safe condition as when Tenant took possession;
- 309 ● Tenant failing to dispose of all ashes, rubbish, garbage or other waste to designated collection areas;
- 310 ● Tenant deliberately or negligently destroying, defacing, damaging, impairing or removing any part of the
311 Leased Property or permitting any other person to do so;
- 312 ● Tenant engaging in illegal activity on the Leased Property; OR
- 313 ● Tenant acting or permitting others on the Leased Property (with or without Tenant's consent) to act in a
314 manner which disturbs the neighbors' peaceful enjoyment of the premises.

315 **F.** Landlord may recover punitive damages from Tenant for the willful destruction of property caused by Tenant or by
316 any other person on the Leased Property with Tenant's consent.

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

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

320 **17. RIGHT OF ACCESS.**

321 Landlord shall have the right to access the Leased Property for inspection; to make necessary or agreed repairs, decorations,
322 alterations, or improvements; to supply necessary or agreed to services; or to exhibit the Leased Property to prospective or
323 actual purchasers, mortgagees, workers or contractors during reasonable hours with Tenant's consent which shall not be
324 unreasonably withheld. In case of an Emergency, Landlord may enter the Leased Property without Tenant consent. An
325 "Emergency" is a sudden, generally unexpected occurrence or set of circumstances which demands immediate action. If
326 any of the Utilities have been turned off due to no fault of Landlord, Landlord may enter the Leased Property in order to
327 make inspection to ascertain any damages to the Leased Property and to make any necessary repairs of damage resulting
328 from the lack of Utilities. Landlord shall also have right of access to the Leased Property under the following
329 circumstances: (1) pursuant to a court order; (2) following the fourteen day cure period listed in section 15 herein if Tenant
330 fails to cure default; (3) if Tenant has abandoned or surrendered the Leased Property; or (4) if Tenant is deceased,

331 incapacitated, or incarcerated. Landlord shall also be permitted to enter the Leased Property when reasonably necessary
332 during Tenant absence for more than seven days. The parties hereby agree that the Landlord shall also be permitted to
333 enter the Leased Property beginning thirty (30) days prior to the Agreement's termination date for the purpose of showing
334 the Leased Property to prospective tenants. Tenant shall be given notice (does not necessarily have to be written notice)
335 at least twenty-four (24) hours prior to entry for showing purposes.

336 **18. ABANDONMENT.**

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

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

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

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

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

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

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

368 **20. NOTICE.**

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

376	Landlord	Tenant
377	_____	_____
378	_____	_____
379	_____	_____
380	Telephone #: _____	Telephone #: _____
381	E-mail _____	E-mail _____

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382 **21. NOTICE OF REPAIRS NEEDED.**

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

390 **22. CONDEMNATION.**

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

401 **23. HOLD HARMLESS.**

402 Owner and Tenant agree that real estate licensee(s) or real estate firm(s) assisting Owner or Tenant in this transaction
403 (collectively, "Brokers") shall not be responsible for any of the following, including but not limited to those matters which
404 could have been revealed through a survey, flood certification, title search or inspection of the Leased Property; for the
405 condition of the Leased Property, any portion thereof, or any item therein; for building products and construction
406 techniques; for any geological issues present on the Leased Property; for any issues arising out of the failure to physically
407 inspect the Leased Property prior to entering into this Agreement and/or date of possession; for the necessity or cost of any
408 repairs to the Leased Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for
409 the availability, capability, and/or cost of utility, sewer, septic, or community amenities; for any proposed or pending
410 condemnation actions involving the Leased Property; for applicable boundaries of school districts or other school
411 information; for the appraised or future value of the Leased Property; for square footage or acreage of the Leased Property;
412 for any condition(s) existing off the Leased Property which may affect the Leased Property; and for the uses and zoning
413 of the Leased Property whether permitted or proposed. Owner and Tenant acknowledge that Brokers are not experts with
414 respect to the above matters and that they have not relied upon any advice, representations or statements of Brokers
415 (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their
416 firms and affiliated licensees) involving same. Owner and Tenant understand that it has been strongly recommended that
417 if any of these matters or any other matters concerning the Leased Property are of concern to them, that they secure the
418 services of appropriately credentialed experts and professionals of Owner's or Tenant's choice for the independent expert
419 advice and counsel relative thereto.

420 **24. OTHER PROVISIONS.**

421 **A. Entire Agreement.**

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

430 **B. Governing Law and Venue.**

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

433 **C. Time of Essence.**

434 Time is of the essence in this Lease.

435 **D. No waiver.**

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

441 **E. Terminology.**

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

452 **F. Equal Housing.**

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

455 **G. Severability.**

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

460 **25. METHOD OF EXECUTION.**

461 The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal, or by transmittal of
462 digital signature as defined by the applicable State or Federal law shall be acceptable and may be treated as originals and
463 that the final Lease Agreement containing all signatures and initials may be executed partially by original signature and
464 partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal
465 law.

466 **26. SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any preceding section, shall control:

467
468
469
470
471
472
473
474

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

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

481
482
483
484
485

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

[Blank signature box]

TENANT

_____ at _____ o'clock am/ pm

Date

[Blank signature box]

TENANT

_____ at _____ o'clock am/ pm

Date

486
487
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The party(ies) below have signed and acknowledge receipt of a copy.

[Blank signature box]

LANDLORD

_____ at _____ o'clock am/ pm

Date

[Blank signature box]

LANDLORD

_____ at _____ o'clock am/ pm

Date

For Information Purposes Only:

Listing Company

Leasing Company

Independent Licensee

Independent Licensee

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