

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this _____ day of _____, 20__ by and between **Properties Unlimited of TN**, herein after referred to as Lessor, and _____ herein after referred to as Lessee(s).

WITNESSETH:

1. PREMISES: Lessor does hereby lease and rent unto Lessee(s) as tenants(s) under this lease, the property described as follows: _____ for a term of _____, from the _____ day _____, to the _____ day of _____ 20__, for an annual rental of \$ _____ payable in equal monthly installments of \$ _____, payable monthly in advance on the 1st day of each and every month during the term of this lease.

2. RENTAL: Lessee(s) agree to pay all the stated rent promptly on the 1st day of each month, in advance, without demand being made therefor by Lessor. Said full rental payment must be in the hands of the Lessor no later than 5 P.M. on the 5th day of the month. In the event of nonpayment of the stated rent, or any part thereof, in the manner indicated by the 5th day of the month, a late charge of \$5.00 per day will be charged, weekends and holidays included. If rent is not received by the 5th day of the month, a 14 day notice to vacate the property will automatically be sent on the 6th day of the month. If rent and late charges are not received by the end of the 14 day notice period, eviction proceedings will begin immediately.

3. SECURITY DEPOSIT: Lessee(s) shall pay to the Lessor upon the execution of this Lease agreement, a sum of money in the amount of _____ as a security deposit to be held by Lessor during the entire term of this lease, or during any renewal in whole or in part of the term hereof. The deposit is held in a non-interest bearing account at Pinnacle National Bank 114 W. College St. Murfreesboro, TN 37130. **It is expressly agreed that the sum so deposited is not an advance payment of, or on account of any rental due, or any rental that might come due, or is it a measure of any damages to the premises.** In no event shall Lessee(s) be entitled to a return of such security deposit, in whole or in part, unless a reasonable time has passed after the termination of this lease agreement and the inspection of the premises by Lessor for the purpose of determining the extent of damages, if any. It is further understood that the premises will be returned to Lessor by Lessee(s) in approximately the same condition as at the commencement of the term of this lease, reasonable wear and tear are accepted.

4. FORFEITURE OF DEPOSIT: In no event will the security deposit be refunded, if Lessee(s) fail(s) to fulfill all or any part of the covenants, conditions and terms herein set forth. The forfeited deposit shall be deemed as payment required to cover expenses incurred by Lessor resulting from the breach of the covenants, conditions and terms of this agreement by Lessee(s).

5. SUBLEASING: Lessee(s) hereby agree(s) to occupy said apartment only as living quarters and not to sublet or subrent the same or any part thereof, or loan out the premises, without the previous written consent of Lessor.

6. EXECUTION OF LEASE: No person or persons other than those specifically executing this Lease Agreement as Lessee(s), may occupy or live in the demised premises without the express written consent of Lessor. All persons living in the premises must execute a lease and each Lessee in a unit is responsible for seeing that the others occupying the unit have executed a lease.

7. TERMINATION AND SURRENDER: Upon the termination of this Lease Agreement, or the termination of any renewal, in whole or in part hereof, Lessee(s) agree(s) to return the lease premises in as good state of order and repair as of the date of the commencement of the term of this lease, reasonable wear and tear excepted. Lessee(s) shall be responsible for the cost of any redecorating or repairs caused by their own misuse or neglect of any guests of Lessee(s). No changes in the demised premises may be made by the Lessee(s) without the prior written consent of Lessor.

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8. **CONDITION OF PREMISES AT COMMENCEMENT:** Lessee(s) has (have) examined the premises prior to the execution of this instrument and they indicate their satisfaction with the physical condition by the execution of this Lease Agreement; and by taking possession of the demised premises and the execution of this agreement and the assumption of possession by Lessee(s) is deemed conclusive evidence of receipt by Lessee(s) of the demised premises in good order and repair. Lessee(s) agree(s) that no representation as to condition or repair has been made nor any promise to decorate, alter, repair, or improve the premises has been made, except as contained and made a part of this Lease Agreement. Nothing herein shall be construed as warranty to Lessee(s) by Lessor that the demised premises are in good condition.

9. **TERMINATION PAYMENT:** After Lessee(s) has (have) occupied the premises for 12 months, the Lessor demands 30 day notice in writing so that the Lessor shall have the right to show said premises for other rental.

10. **RENEWAL:** In the event Lessee(s) or Lessor fail(s) to give notice thirty (30) days prior to the expiration of this lease, or any renewal thereof, of their intention to terminate said agreement, it is mutually understood and agreed that this letting and renting shall be deemed to be and shall be extended and renewed by and against the parties hereto from year to year upon the expiration of each term at the same rental without any deductions or concessions and upon all the terms and conditions and covenants herein contained. It is hereby certified and agreed by the Lessee(s) that he will vacate his apartment two to three days prior to the end of the month that he is leaving to enable the Lessor to redecorate the apartment for the incoming tenant, realizing that the prior tenant did the same for him when he first occupied his apartment.

11. **UTILITIES:** Lessee(s) are responsible for their own utilities including gas, water, electric, phone, etc.

12. **LIABILITY:** The Lessor shall not be liable for any injuries or damages to the person or property sustained by Lessee(s) or Lessee(s) family, servants, guests, or any other persons upon the premises, or for any damages to personal property belonging to such person, done on, occasioned by or from any plumbing, mechanical refrigeration, water, or other pipes, or electrical stove or electrical fixtures or appliance, or from the leaking of any tank, water closet, or wasteline, in, above, upon, or about said building or premises, nor for damages or injuries through the roof, or otherwise for any damages or injuries occasioned by water, snow or ice, being upon or coming through the roof, or otherwise for any damage to any person or property arising from the act of negligence of co-tenants or any other persons from any cause whatsoever, or on account of any loss of any property by theft, it being expressly understood and agreed between the parties that the Lessor does not warrant the condition of the leased premises in any respect, makes no representation as to the same and are not to be liable for any damages or injuries to any person whomsoever, or to any property whatsoever, occurring in or about said property, or in or about said building and said Lessee(s) hereby agree(s) and bind(s) himself, his heirs and representatives to hold said Lessor harmless from any and all such injuries, and from any and all claims, damages or litigation arising from any claims whatsoever, on, in, or about said premises.

13. **FIRE AND OTHER CASUALTY:** In case of partial damage by fire, explosion, tornado or other casualty, of the demised premises, or any part thereof, such damage shall be repaired by the Lessor with all reasonable dispatch, and if by reason of such casualty the demised premises shall not be in a wholly tenantable condition, the rent shall be proportionated; abated until the demised premises are again in a tenantable condition. In the event the demised premises shall be substantially destroyed or damaged by fire, explosion, tornado or other casualty so as to render the premises completely untenable, Lessor shall have the sole and absolute option to restore the premises or to declare the lease canceled. If Lessor shall elect to restore the premises Lessee(s) rent shall be abated during the period of such restoration, which shall be accomplished with reasonable dispatch. If Lessor shall elect to cancel the lease then the rent shall abate as on the date of the casualty.

14. **BANKRUPTCY:** At the option of the Lessor, and upon thirty (30) days notice to the Lessee(s), this lease may be terminated and canceled upon the filing of any bonafide petition in bankruptcy by or against the Lessee(s) or upon a bonafide application for receivership or an assignment for the benefit of creditors or any such like bonafide proceedings and the Lessor may enter and take possession of said premises.

15. REPLACEMENT AND CARE: Lessee(s) agree that only the kitchen shall be used for cooking without the written consent of the Lessor; that the Lessee(s) will replace all glass broken and keys lost or broken, if any, when broken and lost; will take good care of said premises, commit no wastes of property or permit same to be done, and will keep in good condition all water closets, lavatories, fixtures and other plumbing and all electrical wires and fixtures. Lessee(s) will be responsible for all injury or damage to said premises caused by the Lessee(s) or members of the Lessee(s) family. Lessee(s) will be responsible for all injury or damage to said premises, and Lessee(s) shall be responsible for the costs of repairing said premises. In such event, Lessor may repair said premises at the cost of the Lessee(s) and such costs shall be considered as additional rent for said premises and shall be paid by the Lessee(s). Lessor shall have a lien upon all goods, furniture, and effects and fixtures of the Lessee(s) for the rent for the full term and for and other amounts owing or accruing hereunder. Lessee(s) shall maintain the premises in such condition, order and repair as the same are in at the commencement of the term, reasonable wear and tear and damage by act of God excepted. Lessee(s) shall in the termination of this lease surrender to Lessor the quiet and peaceable possession of the premises in like order as at the commencement of the term, reasonable wear and tear excepted, and return to Lessor all keys for said premises. **It being understood, in all events, however, that only persons employed by Lessor or his agents shall adjust or make repairs on the heating, air conditioning, plumbing, stove, refrigerator, or other equipment. Maintenance items must be reported to Lessor (Linda Dillon) AND REPAIRS MAY NOT BE DEDUCTED FROM THE RENT.**

15A. LAWN CARE AND EXTERIOR MAINTENANCE: Lessee(s) will cut and maintain the yard in a fashion that is customary to other homes in the neighborhood.

16. SIGNS AND INSPECTION, REPAIRS: Lessor, by its authorized agents, shall have the right at all reasonable times to enter the leased premises and inspect the same and to show the same to prospective tenants or purchasers. Lessor may at any time remove placards, signs, fixtures, alterations or additions not in conformity with this lease and may make such repairs and alterations as may be deemed by Lessor necessary to the preservation of the leased premises or the building, but Lessor is not required to do any repairing upon the premises leased unless agreed to in writing in this lease. **All cable and/or Direct TV connections must be approved by the Management Company.**

17. ABANDONMENT OF PERSONAL PROPERTY: If Lessee(s) should abandon or vacate premises, leaving personal property of whatever description therein, or thereon, such property shall be deemed abandoned, and Lessee(s) shall have no further right or claim thereto. Lessee(s) shall not hold Lessor liable, in any way for removing or disposing of said property, in whatever way Lessor deems necessary.

18. LESSOR'S FAILING TO ENFORCE TERM, CONDITION, OR COVENANT IN LEASE: The failure of the Lessor to enforce any term, covenant, condition, or agreement hereof by reason of its breach by the Lessee(s) after notice had, shall not be deemed to avoid or affect the right of the Lessor to enforce the same term, covenant, condition or agreement on the occasion of a subsequent default or breach.

19. AGREEMENTS BINDING ON HEIRS, ETC.: The agreements and covenants contained herein are binding on the heirs, administrators, successors, representatives and assigns, of the respective parties, and this contract is made in Tennessee and shall be construed by Tennessee law.

20. FAILURE TO PAY RENT OR COMPLY WITH REGULATIONS: In case of failure by Lessee(s) to pay the rent when due as aforesaid, or any part thereof, or of failure to comply with any of the terms, agreements, and conditions named in this lease, Lessor may in addition to any other remedies above provided or given him by law, continue this lease and recover damages for such failure as he may elect, within five (5) days after discovery of such failure or default, without demand of notice, enter and take possession of said premises for such breach, and relet said premises as agent for the Lessee(s) for any unexpired portion of the term and receive the rent thereof, or in the alternative declare this lease at an end, in which event Lessee(s) agree to surrender peaceable possession of said premises to Lessor. Lessor's failure to consider lease forfeited for one failure or breach shall not be a waiver of Lessor's right to elect to declare the lease ended for any subsequent breach this right being a continuing one. Should this lease be placed in the hands of an attorney, default or breach, for the enforcement of any rights herein reserved or stipulated, Lessee(s) agree(s) to pay a reasonable attorney's fee and/or collection fees. Rev 11/1/09

21. NOTICES: (A) All notices and demands authorized or required to be given to Lessee(s) hereunder may be given either in person or by mail and it is not necessary that Lessor prove actual receipt by Lessee(s) if same is mailed to Lessee(s) at the address of the Lessee(s) in care of the leased premises. All notices required to be given to Lessor hereunder are required to be submitted to Lessor in writing.

(B) The word Lessee(s) herein, shall be considered singular or plural, as it may apply, likewise to any sub-lease.

22. USE AND OCCUPANCY: The Lessee(s) will not use or occupy or permit to be used or occupied, the said premises for any purposes or purpose in violation of the law, local statutes, ordinances or regulations, and the said Lessee(s) will exempt, exonerate, and discharge the said Lessor from all claims on account of any damage or injuries incurred by ordinances or regulations.

23 SECURITY: Tenant agrees to be responsible for their own security and the security of their own personal possessions. The Lessor is not responsible for any losses due to theft, vandalism, fire, or acts of God. **Tenants are strongly encouraged to obtain renter's insurance.**

24 A security deposit will be collected if the Lessee has pets in the amount equal to one month's rent. This is a refundable deposit. Any damages that occur from the animal(s) will be deducted from the security deposit. Pets must be kept inside the unit or if outside under the direct supervision and direction of the owner on a leash. Pets may not be tied up outside unattended or allowed to run free.

IN WITNESS WHEREOF, this Lease Agreement has been executed by the parties hereto as of the day and year first above written.

PAYMENT OF RENT

Properties Unlimited of TN
403 N. Walnut St.
Murfreesboro, TN 37130

ACKNOWLEDGMENT

Lessee(s) hereby acknowledge that he (they) has (have) read and received a copy of this lease and understand(s) the rules and regulations contained. This agreement becomes a part of the rental application upon acceptance by landlord.

LESSOR **Properties Unlimited of TN**

by _____ Date _____

LESSEE _____ Date _____

LESSEE _____ Date _____

LESSEE _____ Date _____

**DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Houses built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

_____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and Reports available to the lessor (check one below):

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

_____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*.

Agent's Acknowledgment (initial)

_____ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor Properties Unlimited of TN

By _____ Date _____

Lessee _____ Date / / Lessee _____ Date / /

Lessee _____ Date / / Lessee _____ Date / /

LEASE ADDENDUM FOR DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Tenant agree as follows:

1. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control **SHALL NOT ENGAGE IN CRIMINAL ACTIVITY, INCLUDING DRUG-RELATED CRIMINAL ACTIVITY**, on or near the dwelling unit. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U. S. C. 802)).
2. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control **SHALL NOT ENGAGE IN ANY ACT INTENDED TO FACILITATE CRIMINAL ACTIVITY**, including drug-related criminal activity, on or near the dwelling unit.
3. Tenant or members of the household **WILL NOT PERMIT THE DWELLING UNIT TO BE USED FOR, OR TO FACILITATE CRIMINAL ACTIVITY**, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Tenant or members of the household **WILL NOT ENGAGE IN THE MANUFACTURE, SALE, OR DISTRIBUTION OF ILLEGAL DRUGS AT ANY LOCATION**, whether on or near the dwelling unit or otherwise.
5. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control **SHALL NOT ENGAGE IN ACTS OF VIOLENCE OR THREATS OF VIOLENCE**, including, but not limited to, the unlawful discharge of firearms, on or near the dwelling unit.
6. **VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This Lease Addendum is incorporated into the lease executed or renewed this day between the Owner and the Tenant.

Properties Unlimited of TN by:

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

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Early Termination

Unless otherwise prohibited by applicable state law and, if Resident and Management mutually agree, the Resident may terminate this agreement before the expiration of the original term by:

- 1) Giving Management at least 30 days written notice; in addition the notice must be the **1st day** of the rental period; plus
- 2) Paying all monies due through date of termination, plus
- 3) Paying a Lease Termination Fee equal to one month's rent, such amount being paid by Resident as additional consideration to Management in return for the relinquishment and release by Management of any claim it might have against Resident or the balance of the rent due under the lease. **
- 4) In addition, all Resident's security deposit shall become the unconditional property of Management, if not prohibited under law, not as penalty but as damages. The foregoing shall not relieve resident of his/her responsibilities and obligations regarding any damage to the Premises.
- 5) ** The Lease Termination Fee must be paid when the 30 day written notice is presented to Management.

Tenant Date

Tenant Date

Tenant Date

Tenant Date

Properties Unlimited of TN by: Date

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