

RESIDENTIAL RENTAL - LEASE AGREEMENT

1.0. PARTIES. The parties to this Lease are **LANDLORD**, hereinafter referred to as the Landlord, and _____, hereinafter referred to as the Tenant.

2.0. PREMISES. Whereas the Landlord in consideration of the payment of rents hereinafter to be received, leases to the Tenant, and subject to the terms herein to be kept, performed and fulfilled by Tenant, Tenant does take as tenant, an apartment at _____, Knoxville Tennessee 37931, hereinafter collectively called "Premises", contained within a larger building (the "Building") containing two apartments, situated on land (the "Property") commonly known as Knox County Tax Parcel 091—12301.

3.0. TERM. The initial term of this Lease shall commence on _____ 8:00 AM, and shall end on _____ 5:00 P.M. It is understood and agreed that the Lease shall terminate on the last day of the term as stated above. If a Tenant remains in possession of the Premises after expiration of this Lease, with or without the consent of Landlord, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable. If possession of the Premises is taken by the Tenant before the commencement date of this Lease, rent shall commence on the date possession is taken. If, for any reason, Landlord fails to deliver the Premises ready for occupancy on the date the term is to begin, this Lease will nevertheless remain in full force and effect; Landlord shall have no liability to Tenant due to delay in occupancy, and rental shall commence when the Premises are ready for occupancy. Tenant may terminate this agreement if possession is not delivered within seven days of the commencement of the term hereof.

4.0. RENT.

4.1. The Tenant agrees to pay a monthly rental payment in advance and without Landlord's demand payable to "LANDLORD" at Landlord's place of business located at **LANDLORD ADDRESS**, on the first day of each month with each monthly rent payment being Nine Hundred Twenty Five Dollars **\$ 000.00**.

4.2. First Month Rent. Tenant shall pay Landlord upon execution of this Lease, \$ _____ for the month beginning _____ through _____ thereafter, the monthly rent will be paid as shown above.

4.3. NO WRITTEN DEMAND FOR RENT SHALL BE MADE BY THE LANDLORD. THE TENANT HEREBY SPECIFICALLY WAIVES HIS/HER RIGHT TO WRITTEN NOTICE BY THE LANDLORD FOR NONPAYMENT OF RENT.

5.0. SECURITY DEPOSIT. Tenant shall pay Landlord upon execution hereof, as a condition of the commencement of this Lease, Four Hundred Fifty Dollars (**\$ 450.00**) as a security deposit with the Landlord. The Tenant's security deposit will be placed in an interest bearing account on deposit with First Tennessee Bank, Knoxville, Tennessee. Tenant agrees that Landlord shall retain all interest earned on said account as compensation for his services in maintaining said account, and that said Tenant shall not be entitled to any of the interest earned on this security deposit during the term of this Lease, or for any period of time following termination of this Lease should the Tenant's security deposit remain in said interest bearing account.

Should Tenant comply with all the terms, covenants, and conditions of this Lease, return the Premises to the Landlord in the same as or better condition as they were at the beginning of this Lease, leave the Premises in a

broom clean condition, and remove all of Tenant's possessions, said security deposit shall be returned to Tenant at the end of the term of this Lease as provided herein. Tenant may not use said security deposit as application toward the payment of any rent due. Any returnable security deposits shall be refunded within two weeks from date possession is delivered to Landlord or his Authorized Agent.

6.0. CHARGES FOR LATE PAYMENTS AND RETURNED CHECKS. If the Tenant does not pay the full amount shown in Article 4 above by the end of the fifth day 5:00 PM of the applicable month, Tenant is considered to be in default. The Landlord shall have the right to collect a monthly late fee equal to ten percent (10%) of the amount of the rent past due. The Landlord may collect a fee of \$35.00 on the return of any check not honored for payment of rent. In addition to this returned check fee, a late charge will be assessed as provided herein as a result of any returned check. Payment of rent thereafter is acceptable only by cash payment, cashiers check, or money order. The charges discussed in this section will be assessed in addition to the regular rent due and payable by the Tenant.

7.0. CONDITION & MAINTENANCE.

7.1. By signing this Lease, Tenant acknowledges that the Premises is clean and in good condition, and Tenant shall take possession of the Premises in its **"AS IS WHERE IS"** condition except for items as stated herein or on the attached Property Inspection Report, and Tenant also agrees that the Landlord has made no promises to decorate, alter, repair, or improve the Premises except as stated herein.

7.2. Tenant shall be responsible for maintenance and repair of:

- a. the replacement of all light bulbs,
- b. changing the air filters at least once a month or more if needed,
- c. fire extinguisher(s), smoke detectors,
- d. telephone and cable systems and all other telecommunication equipment,
- e. security/alarm systems,
- f. door knobs,
- g. changing locks and keys,
- h. all glass in the windows and in the doors,
- i. window blinds,
- j. cleaning the windows,
- k. insect & pest control,
- l. the damage or change to the Premises which is caused by the Tenant, Tenant's occupants, Tenant's possessions, and/or Tenant's invitees, for which Tenant shall be responsible to pay for.

7.3. Tenant shall maintain the Premises as to protect against any plumbing freezing and Tenant shall be responsible to repair all damage as a result of any plumbing freezing due to Tenant's negligence.

7.4. Tenant agrees to keep and maintain said Premises in the same condition as received, normal wear and tear expected. Tenant shall maintain the Premises in a clean, safe and sanitary manner including all equipment, appliances, furniture, furnishings and personal property therein. Tenant agrees to use the appliances and equipment provide by Landlord as designed by the manufacturing and follow the instructions in the owner's manuals, i.e. clean the filter in the dryer before each load.

7.5. Tenant shall not make or allow any changes to the existing utilities to include but not limited to the electrical,

gas, water, sewer, telecommunication, telephone, and/or cable equipment, or add any aerial wires, antenna, satellite dishes, cable, or any other equipment or apparatus inside or outside the Premises, Building, or Property without the express written consent of the Landlord, and Landlord at Landlord's sole discretion shall not be required to give its consent. Tenant's Initials _____

7.6. Tenant shall be responsible to provide and pay all cost for the access and installation of Tenant's telephone, telecommunication, cable equipment subject to all terms contained herein. Tenant agrees to indemnify and save Landlord harmless from all claims, mechanics liens, damages, demands, actions, cost, charges, injury to person or damage to the Premises done or caused by the applicable telephone, telecommunication, and or cable company or their agents, employees, invitees, or other persons permitted by Tenant to be on or about the Premises, including reasonable attorney's fees, and all related expenses, arising out of or by reason of the Tenant allowing the telephone, telecommunication, and or cable TV company, their representatives on the Premises, Building, or Property, without the Landlord's prior written consent during the term of this Lease. In no event shall Landlord be liable to Tenant for any special, indirect, incidental or consequential or damages, including, but limited to loss of use arising from or related to the responsibilities of the Tenant as required by this Article 7.6. At all time during the Term of this Lease, without prior written notice to Tenant, Landlord reserves the right to remove any and all telephone, telecommunication, satellite, and or cable equipment from the Premises, Building, or Property, that Landlord deems to be unsafe or presenting a hazard to other tenants of the Property, Landlord, Landlord's agents, employees, invitees, or other persons being on or about the Premises, Building, or Property.
Tenant's Initials _____

7.8. Landlord shall be responsible for maintenance and repair of:

- a.** keep the Premises structurally sound and weather tight, including without limitation, the exterior roof, gutters, down spouts, foundation, exterior or load bearing walls, and floors,
- b.** electrical ("utility") lines and systems, except the replacement of all light bulbs
- c.** appliances, limited to stove top and oven, microwave, dishwasher, refrigerator, garbage disposal, washer and dryer,
- d.** heating and air conditioning system ("HVAC"), except changing the air filters,
- e.** plumbing and sewage fixtures, to include sewer lines to the public utility system,
- f.** mechanical systems,
- g.** interior walls, doors and ceilings, floor covering, all exit doors, door seals,
- i.** mailbox,
- j.** sidewalks, driveways, parking lots, private roadways, except ice and snow removal,
- k.** lawns, shrubbery, & landscaping,
- l.** all other items which would otherwise be required to be maintained by Landlord to include items required by the insurance carrier of the fire and extended insurance policy, except those items specifically stated herein Article 7.2 to be maintained by Tenant.

Landlord shall not provide nor maintain alarms.

7.9. Landlord shall not be liable for any failure, damage, loss or injury resulting from any interruption or failure of any utility service provided by any local utility company on or to the Premises including but not limited to electric, gas, water/sewer, cable, telephone, telecommunication; for any injury or damage to personal property caused by storms or disturbances of the weather, or water, rain, or snow, which may leak or flow from the street, sewer, gas lines, or any surface area, or from any part of the building of which the Premises are a part.

7.10. Landlord assumes no responsibility to Tenant or outside third parties in case of nonrepair, until Tenant notifies Landlord of such nonrepair and until Landlord has had a commercially reasonable length of time thereafter in which to make the repairs.

8.0. UTILITIES, INSURANCE AND PROPERTY TAXES.

8.1. Tenant shall pay for all services and utilities, including electric, gas, water/sewer, cable, and telephone. Tenant shall carry their trash to Landlord's dumpster.

8.2. Landlord shall pay for the trash dumpster service.

8.3. Tenant shall have two business days after the Effective Date of this Lease to transfer all applicable utilities/service companies to their name. After that time period, Landlord shall issue cutoff orders to the applicable utilities/service companies.

8.4. **Tenant shall be responsible for carrying its own contents insurance, covering all of the personal property owned or rented by the Tenant located in the Premises, Building and on the Property. Landlord shall not be responsible for, and will not provide nor pay for fire or casualty insurance for the Tenant's personal property.** Tenant's Initials _____

8.5. The Landlord shall pay all applicable real estate property taxes, and fire, casualty and extended coverage insurance premiums on the Property, which become due and payable during the term of the Lease or any extensions or holdover, except as stated in Article 8.4 above.

9.0. RULES, REGULATIONS, AND RESTRICTIONS.

9.1. **Pet Policy.** Tenant shall not have or allow any pets, even temporarily, in the Premises, in the Building, or on the Property at anytime without the prior written consent of the Landlord. Tenant agrees and understands that non-compliance with this Pet Policy is a default of this Lease and the Landlord has the right to terminate this Lease as allowed in Article 14.1.

9.2. **Inspection.** Tenant shall permit Landlord or Landlord's agents to enter the Premises at reasonable times and upon reasonable notice for the purpose of inspecting the Premises, requiring Tenant's compliance with the provisions and requirements of this Lease, or showing the same to perspective tenants or purchasers, or for making necessary repairs, and may display a "For Lease" and/or "For Sale" sign on the property. Landlord shall have the right to enter the Premises in case of an Emergency as define by statue 66-28-403(b).

9.3. **Keys.** It is the responsibility of the Tenant, if Tenant so chooses, to change the door locks and keys, and Tenant shall provide Landlord a duplicate key. Upon termination of this Lease, if Tenant has changed the door locks and keys, Tenant shall return all keys to the Landlord and if Tenant does not return these keys to Landlord, Tenant shall be charged for the re-keying all of the doors of the Premises.

9.4. Tenant shall not make any alterations, changes, additions or improvements, decorations (except hanging pictures & mini blinds), attachment of wall coverings, curtains, carpeting, change or remove any of Landlord's equipment, painting of walls of the interior or exterior of the Building, alterations of or additions to the Premises or

permit the same to be made or done without the prior written consent of the Landlord, unless contained herein.

9.5. Tenant shall not glue or attach any item to the walls doors of the Premises and major scuff marks and stains on the walls shall not be considered normal wear and tear and, if Tenant does any of the aforementioned, the Tenant shall be responsible to have all of the walls of the Premises repainted upon termination of this Lease.

9.6. If Tenant places wall covering on the walls or paints the walls any color other than a "Smithbilt beige" color, Tenant shall be responsible to remove the wall covering and repaint all of the walls of the Premises upon termination of this Lease.

9.7. Tenant shall not place any reflective coating film on the windows.

9.8. The Premises shall be used as a private dwelling only. Tenant shall not operate a business in or from the Premises.

9.9. Tenant shall not engage in or to use the Premises for unlawful /illegal purposes nor engage in or permit unlawful/illegal activities in the Premises, Building or on the Property, and to abide by any and all rules, regulations, and restrictions, whether promulgated before or after the execution hereof. Tenant shall act and require other persons in the Premises, with the Tenant's or other occupants consent, to act in a manner that will not disturb the neighbor's peaceful enjoyment of the Premises.

9.10. Tenant shall not place any signs or banners on the Building, Property nor in the window of the Premises.

9.11. The Premises, Building, and Property shall be a non-smoking area. Tenant agrees to supervise all occupants of the Premises, its guest and invitees as to the use of the Premises, Building, and Property as to enforce this policy.

9.12. Landlord shall keep all rights to promulgate additional reasonable rules, regulations and restrictions during the term of this Lease.

10.0. ORDINANCES AND STATUTES.

10.1. Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the Premises.

10.2. Any repairs and or changes that may be required by ordinances, statutes, building codes, regulation, rules, orders, and requirements under notice from all governmental agencies or constituted public authorities having any kind of authority over the Premises shall be made at the Landlord's option. If Landlord should decide not to make said repairs and or changes, Landlord can declare this Lease null and void and the Tenant shall vacate the Premises promptly and Tenant shall not occupy the Premises as to create any penalties or fines for the Landlord as to the Premises being occupied, and Tenant shall pay all penalties and fines if the Tenant remains in the Premises.

10.3. Tenant shall not change the zoning of the Premises or permit the same to be made or done without the prior written consent of the Landlord, unless contained herein.

11.0. OUTSIDE AREA.

11.1. The outside area (the “Outside Area”) shall be defined as the outside, exits, parking areas, driveways, service roads, loading facilities, sidewalks, ramps, landscaped areas, underground utilities, sewers, drains, and any other facilities provided for the general or beneficial use in common by the tenants or other occupants of the Property. The Outside Area does not include any part of the Premises.

11.2. Parking. Tenant acknowledges there is limited parking space on the Property and Tenant shall be limited to two vehicles per apartment, including Tenant, Tenant’s occupants, and Tenant's invitees. If Landlord determines, at the Landlord’s sole discretion, Tenant has unauthorized vehicle(s) on the Property and/or Tenant's use of the Premises is causing a problems with parking, Landlord can terminate this Lease by giving the Tenant thirty day prior written notice of the date of termination.

The following are registered as permitted vehicles:

Year _____ Make _____ Model _____ Color _____ Tag # _____

Year _____ Make _____ Model _____ Color _____ Tag # _____

11.3. Tenant shall have non exclusive use of the driveway for Tenant and Tenant’s guest and invitees. Parking spaces are not assigned.

11.4. Tenant shall not leave any vehicles not registered to Tenant or an authorized occupant of the Premises, large trucks, campers, trailers, boats, nuisance or disabled automobiles, hereinafter called “unauthorized vehicle” on the Property at any time.

11.5. Tenant shall have the right to place typical deck furniture on the deck/patio or front porch in a safe manner.

11.6. Tenant shall not store any items outside of the building except as stated in Article 11.5, and Landlord shall have the right to remove all items outside of the building from the property at any time without notice to Tenant, and the Tenant shall be charged for the removal of said items. Tenant shall keep the exterior of the Premises clear of Tenant's and Tenant’s invitees trash.

11.7. Tenant shall not place any salt of snow and ice dissolving product(s) on the porches, patios, steps, sidewalks, driveways, parking lots, or landscaped areas.

11.8. Tenant shall not perform any automotive repair or maintenance on the Property at any time.

11.9. Landlord shall keep all rights to determine at a later date how the outside area shall be used by Tenant, and the placement of trash / rubbish containers. Landlord shall have the right to determine the location of all mailboxes.

12.0. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this agreement or sublet any portion of the Premises without prior written consent of the Landlord.

13.0. TERMINATION.

13.1. The parties to this Lease understand and agree that this Lease may be terminated upon ten (10) days written notice to be delivered at Tenant’s place of business at the option of the Landlord in the event of any of the following

circumstances or conditions as stated below.

13.2. If the whole, or substantially the whole of the Premises or complex shall be lawfully condemned or taken in any manner for any public or quasi-public use or purpose, this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date the condemner takes possession, or if substantially the whole or the Premises or complex shall be so condemned or taken, then Landlord (whether or not the Premises is affected) may, at its option, terminate this Lease and the term and estate hereby granted as of the date the condemner takes possession for such use or purpose by notifying Tenant in writing of such termination. Upon the taking by condemnation by an agency having the power of eminent domain; Tenant agrees to waive all rights of interest in any compensation award made by such agency to Landlord, and neither party shall be liable to the other, from and after the date of taking, for any other rights, obligations, or duties under this Lease.

13.3. If destruction of the Premises is caused by lightning, fire, or other natural causes which are not the fault of the Tenant, Landlord upon exercising the option granted herein, shall be relieved of any further obligations or duties under this agreement.

14.0. DEFAULT.

14.1. If at the time during the initial or any subsequent term of this Lease agreement Tenant becomes in default of the monthly rent payment or violates any other term, condition, or covenant of this Lease, at the option of the Landlord, Landlord may terminate all rights of Tenant contained herein. In the event of a default by Tenant, Landlord may elect to; (a) continue the Lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all the Tenant's rights hereunder and recover from Tenant all damages Landlord may incur by reason of the breach of the Lease, including the cost of recovering the Premises, including the amount of the unpaid monthly rent payment for the balance of the term, and reasonable attorney's fees. The Landlord may recover punitive damages for willful destruction of Property.

14.2. All eviction proceedings shall be handled in accordance with State and local laws. Landlord's failure to exercise any rights granted herein upon any default by Tenant shall not be deemed a waiver of the Landlord's right to exercise any such right(s) upon that or subsequent default.

15.0. ABANDONMENT. The Tenant's unexplained and/or extended absence from the Premises for Thirty (30) days or more without payment of rent as due shall be prima facie evidence of abandonment. The Landlord is then expressly authorized to reenter and take possession of the Premises, remove and store all personal items belonging to Tenant as allowed by Tennessee State Law.

16.0. NOTICES. Any notice which either party may or is required to give shall be considered given or served if (i) delivered in writing personally, (ii) sent by United States Postal Service, postage prepaid certified return receipt requested, or (iii) sent by overnight mail by a reputable national overnight carrier such Federal Express, to Tenant at the Premises or to Landlord at 4909 Ball Rd, Knoxville, TN 37931 or at such other places as may be designated by the parties from time to time. Date of service of notice sent by United States Postal Service shall be three days following the date on which such notice is deposited in a Post Office of the United States Post Office Department. Date of service of notice sent by overnight mail by a reputable national overnight carrier such Federal Express shall be the following business day. Whenever the last day for the exercise of any privilege or the discharge of any duty hereunder shall fall upon a Saturday, Sunday or any public or legal holiday, the party

having such privilege or duty shall have until 5:00 p.m. on the next succeeding business day to exercise such privilege or to discharge such duty.

17.0. MULTIPLE OCCUPANCY. The Premises shall be used as a dwelling unit only. It is expressly understood that this agreement is between the Landlord and each signatory individually, jointly, and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other obligations and provisions of this Lease agreement.

18.0. ATTORNEY'S FEES. In the event of the employment or engagement of an attorney for the commencement of suit by either party on account of the other party's violation of any term or condition of this Lease by either party, the prevailing party shall be entitled to all costs incurred in connection with such action including without limitation, reasonable attorney fees, expenses and paralegals, appraisers, consultants and other experts consulted, filing fees/cost, court reports, court costs, disbursements of counsel, and costs of counsel through appeal.

19.0. INDEMNIFICATION. Landlord shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in the common areas thereof, and Tenant agrees to hold Landlord harmless from any claims for damages no matter how caused.

20.0. SECTION CAPTIONS. The captions appearing under the article number designations of this lease and numbers are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease. It is agreed that while the singular pronoun only is used in the foregoing agreement, it shall be construed as either masculine, feminine, or neuter, and as either singular or plural, as might be applicable to the parties to this agreement.

21.0. CONTENTS OF THIS AGREEMENT. This Lease constitutes the entire agreement between the parties and may be modified only in writing and signed by both parties. If any court declares a particular provision of this agreement to be invalid or illegal, all other terms of this agreement will remain in effect and both the Landlord and Tenant will continue to be bound by them. It is further understood and agreed that, this Lease is the result of mutual negotiations and should this Lease or any of its provisions become the subject of a dispute or controversy in any legal or equitable proceeding, said provision(s) shall not be construed as detrimental to one party because that party took responsibility for drafting said provision (s). Should the Landlord or Tenant decline to sign this agreement or fail to approve said terms, as set forth herein, this agreement shall be null and void and shall be terminated, at which time the above amount of monies paid by Tenant as rent and security deposit shall be returned to the Tenant and no Lease shall arise.

22.0. WAIVER. No failure of Landlord to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof.

23.0. BINDING EFFECT. The provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant and respective heirs, successors, legal representatives, and, if permitted, assigns.

24.0. GOVERNING LAW. This Lease and the rights and obligations of the Landlord and Tenant herein shall be interpreted, construed, and enforced in accordance with the laws of Knox County and the State of Tennessee.

25.0. TIME. Time is of the essence of this agreement.

26.0. ACCEPTANCE. The undersigned Tenant and Landlord hereby accepts the foregoing and acknowledges receipt of a copy hereof.

27.0. AUTHORITY TO SIGN. I the undersigned warrant that I the Landlord and Tenant have the legal authority to execute this Lease.

In Witness Whereof the parties have signed their name on the day and year written below. The Effective Date of this Agreement shall be the date the last party hereto signed.

Landlord

By Date Time

Tenant Date Time

Tenant Date Time

