

LEASE AGREEMENT

This is an agreement, made this _____ day of _____, by and between _____, hereinafter referred to as Lessor, and

hereinafter referred to as Lessee, for property known as:

Lessee hereby accepts property in present condition and agrees on full compliance and complete understanding of each of the following articles:

1. Lessee agrees to pay the total rent of _____ to the Lessor in _____ equal payments of _____ in advance each and every month. The first payment being due on the First (1st) day of _____, and remaining payments to be paid consecutively on or before the First (1st) day of each month. The last payment shall be due May 1st, _____. The lease end date shall be May 31st, _____.

All payments are to be made payable to: _____ at the following mailing address:

2. Lessee agrees that the only acceptable form of rent payment is money order. Cash or checks are not accepted as payment. Any payments received which are not in money order will be returned and late fees will be charged. _____ initial
3. Lessee agrees that a late charge of ten percent (10%) of the total monthly rent due will be charged if any payment is received after **5 p.m.** on the **fifth** (5th) day of each month. Lessee also agrees that late charge shall become unpaid rent and shall be treated as such as outlined under this agreement, specifically as it relates to eviction proceedings under Article 20. initial
4. Lessee has paid to the Lessor a nonrefundable maintenance fee in the amount of _____. It is agreed that this fee is not an advance payment of any rent that might become due.
5. Lessee agrees to pay Lessor immediately upon demand any and all damages to the premises and the cost to repair such. Including, but not limited to, damage to the exterior, walls, windows, screens, mini-blinds, window shades, ceilings, floors, carpets, doors, locks, heating or air-conditioners, stove, refrigerator, dishwasher, water heater, lighting fixtures (all bulbs for fixtures to be replace by Lessee), appliances, or appurtenances of the premises.
6. Lessor does not imply nor accept any responsibility for any insect, pest or rodent problem on leased premises. Pest control, if necessary, shall be the responsibility of the Lessee.
7. Lessee agrees to maintain sufficient heat during winter months to prevent the plumbing system from freezing. Should Lessee fail to do so, Lessee shall be liable for any and all damages resulting. **The use of space heaters is expressly prohibited.** Lessee shall be responsible for any electrical problems should this provision be violated.
8. Lessee agrees that the premises is to be used solely for a residential dwelling place, and can be used for nothing else.
9. Lessee agrees to abide by the City of Murfreesboro’s codes and ordinances concerning noise and to maintain the yard/exterior appearances of the property which includes the following:
 - A. No noise objectionable to any neighbor at anytime.
 - B. Never to park cars in the yard of the property.
 - C. To maintain the yard free from trash and debris.
 - D. To keep the grass mowed to city code requirements.
 - E. To rake fallen leaves and place at curb as needed.
 - F. To place fallen tree limbs at curb as needed.
 - G. To trim all existing shrubs as needed and maintain all landscape beds and exterior walls free of weeds.
 - H. Only outdoor furniture may be placed or stored outdoors.

10. Lessee may not alter, paint, wallpaper, redecorate or otherwise structurally change the premises.

Lessee Initial/Date: _____

11. Lessee shall not have the right to sublet the premises without the express, written approval of the Lessor. Occupancy of the leased premises shall be limited to ___ adults and ___ children. In the event Lessee voids this article for any purpose, the lease may be immediately terminated by Lessor with Lessee held liable for any and all costs incurred with the re-rental of the property.
12. All personal property on the leased premises shall be at the sole risk of the Lessee. Lessor shall assume no responsibility for damages thereto nor theft thereof. Lessor shall not be liable for any personal injuries to the Lessee(s), their guests, or any occupants of the building, or any accident occurring in or about the premises. Lessee is strongly advised to obtain their own personal rental insurance policy. _____ Initial
13. The Lessor, or agents thereof, may enter the premises at any time to:
- A. Inspect, repair or maintain the property.
 - B. To show the property to a prospective purchaser, lender, appraiser or prospective residents.
 - C. To protect life or damage to property.
14. Lessee shall not abandon the premises. Abandonment shall be defined as the desertion by tenant of the premises for more than five (5) days without payment of the rent due hereunder. Should Lessee vacate or abandon the premises, any personal property remaining on the premises shall be deemed to have been abandoned. Property may either be retained by Lessor as the property of Lessor or may be disposed of at public or private sale at option of Lessor. All other rights, notices, and other demands are hereby expressly waived by the Lessee. _____ Initial
15. Lessee agrees to maintain all available utilities on throughout the lease term. Should Lessee fail to do so, Lessor shall have the right to turn on all available utilities. Any expenses incurred by Lessor in maintaining all available utilities for the property shall immediately become unpaid rent, and may be treated as such as outlined in this agreement, specifically as it relates to eviction proceedings under Article 20.
16. Unless Lessee notifies Lessor in writing, or unless Lessor notifies Lessee in writing, at least thirty (30) days prior to the expiration of the term of this lease of an intention to terminate said lease, this lease shall automatically be renewed upon the same articles and conditions herein set forth. Lessee shall be notified of any increase in rent or change in lease agreements.
17. Lessee shall notify Lessor immediately in writing of any maintenance required to the property. Should Lessee fail to do so, Lessee shall be liable for any and all damages resulting.
18. All window treatments, mini-blinds, curtains or shades are the property of the Lessor, and shall remain with the premises. Window blinds or curtains are the only items allowed to be visible in the windows from the outside of the property.
19. Lessee shall be responsible for the monthly cleaning or replacement of all air conditioner and furnace filters on the premises. Should Lessee fail to do so, Lessee shall be liable for any and all damages resulting. _____ Initial
20. In the event of default of payment of any rent, or any part thereof when due, Lessor shall have the right, upon giving **three (3) days notice** of this intention to do so, to resume possession of the premises. Lessor shall have the right to declare the agreement terminated and to re-rent the premises at the best price obtainable. Lessee shall be liable for any and all court costs, attorney fees, and collection costs incurred by the Lessor in the collection of past due rents, regaining possession of the premises, and all cost incurred to re-rent said property. **All other rights, notices and demands are hereby expressly waived by the Lessee.** _____ Initial
21. Lessee hereby acknowledges receipt of the Property Move-In Checklist. Lessee understands that it is their responsibility to complete and return this form within the first 30 days of occupancy indicating any part of the property that is damaged, missing, or not in working order. Lessee understands that this form will be used to assess any damages upon the end of the lease period. Lessee also understands that should they not return this form, it will be assumed that everything on the property is in perfect working order upon their taking possession of the property. Furthermore, Lessee understands that the Property Move-In Checklist is **not** a request for repairs or maintenance following move-in and will not be treated as such by Lessor.
22. Lessee hereby acknowledges that there is at least one (1) working smoke detector on the property. Lessee understands that maintaining the detector with fresh batteries is their responsibility.
23. Lessee acknowledges receipt of ___ keys to the property. Lessee understands that should the total number of keys not be returned at the end of the lease, there will be a \$50.00 re-keying fee for each lock on the property.

Lessee Initial/Date: _____

24. Molds, Spores, Mildew, Vermin, Fungi and the Like - Notice and Disclaimer

Lessee hereby agrees that the Lessor, or their agents, shall not be held liable for any conditions such as molds, spores, mildew, vermin, fungi and the like. Lessee is hereby advised that mold and/or other microscopic organisms (collectively referred to herein as "Mold") may exist in, on or around the Property and such Mold may have the potential to cause health effects including, but not limited to, physical injuries, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Lessee understands and acknowledges that, if Mold is present in, on or around the Property, it may be necessary to hire third-party contractors to investigate, evaluate and/or remediate the affected areas. Lessee agrees that the responsibility and cost for such services shall be borne entirely by Lessee and that Lessor shall not be liable or responsible for any such costs, nor shall Lessor be liable for any bodily injury or property damage that may result from Mold in, on or around the Property. Lessee understands that the promises and representations made in this Release are a material inducement for Lessor enters into the contract to lease the Property to Lessee. In no event will the presence of these items allow for nonpayment of rent or early termination of the lease agreement. Should I/We, the Lessee, determine that treatment for such a condition is necessary, we fully assume the responsibility for the administration and costs of any such treatment, holding the Lessor and their agents harmless from any financial or medical claims whatsoever.

25. No pets or animals of any kind shall be permitted at any time inside or outside the leased premises. Any animals found in or about the premises shall be considered strays, and shall be collected by, or delivered to, the local animal shelter/pound.

26. Lessee understands that the property is rented in its current condition. No additional improvements, adjustments or repairs will be provided unless otherwise specified by Lessor. Lessee also acknowledges that full access to the interior and exterior of the property has been provided prior to lease signing for personal review.

27. Any smoking on the property shall be conducted outdoors only. No indoor smoking allowed. Lessee shall be held liable for all repairs, cleaning, re-painting and carpet cleaning required as a result of the violation of this provision.

28. Special stipulations, if any:

Lessee: _____ License # _____

S.S. # _____ Phone # _____

Lessee: _____ License # _____

S.S. # _____ Phone # _____

Lessee: _____ License # _____

S.S. # _____ Phone # _____

Lessee: _____ License # _____

S.S. # _____ Phone # _____

Lessee: _____ License # _____

S.S. # _____ Phone # _____

Lessee: _____ License # _____

S.S. # _____ Phone # _____

Lessor: _____ Phone # (615) 207-7878

Eric T. Blum, agent