



126 MAIN STREET SUITE A
CLARKSVILLE, TN 37040
OFFICE: (931) 538-6049 FAX: (931) 233-0300
www.millanenterprises.com

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this day _____, by and between _____ (the lessor) and _____ (the lessee).
WITNESSETH:

Lessor hereby leases unto the Lessee for a term of _____ commencing on _____ and ending on _____ the following described property for dwelling and no other purpose located at _____

To have and to hold the Premises with all the rights and privileges pertaining thereto for the term hereof upon the following covenants, conditions and agreements:

RENTAL – In consideration of said Lease, Lessee agrees to pay as without demand, counterclaim, deduction or set off the total sum of _____ paid in the monthly installment of _____ per month. The first monthly installment in the amount of _____ is due on _____. The remaining payments are to be paid consecutively on the first day of each month, which will be mailed to such place as Lessor may direct. There will be a charge of **Twenty-five** dollars (**\$25.00**) for returned checks.

LATE PENALTY/DEFAULT – Rent is due no later than the 5th day of each month. Lessee agrees a 10 % late charge, due immediately and in full, in the amount of _____ will be added to the monthly installment if payment is not received by the Lessor on or before 5:00pm on the 5th day of each month. Should the 5th fall on a Sunday or a federal holiday (as defined by state law), the late fee date will be extended for one day. In the event all delinquent charges are not paid by Lessee by the 20th of each month an eviction notice will be processed. Acceptable forms of payment are limited to Money Order, Cashier's check, and Personal check. Payments can be made in person, placed in dropbox or mailed so long as they are post marked by the 1st.

DEFAULT – In the event Lessee shall fail to pay any installment of rent when due, or upon failure of Lessee to comply with any of the other terms or conditions herein, Lessor shall have the right, at its option, to terminate this Lease upon 10 days written notice to Lessee. In such event, Lessee shall have 3 days from the days of such notice within which to cure the default.

FURTHER RIGHT of LESSOR upon DEFAULT – In the event of termination of this Lease by reason of a violation of its term by Lessee, Lessor shall be entitled to obtain judgment against Lessee for the balance of the rent agreed to be paid for the entire term of the Lease, together with all expenses of Lessor in regaining possession of the Premises including reasonable attorney's fees and Court costs, the aggregate of all such amounts to be computed on a lump sum basis at the time of termination.

SECURITY DEPOSIT – LESSEE hereby deposits _____ as security deposit, to be held by the LESSOR as long as the LESSEE occupies the leased premises. The deposit will be forfeited if Lessee terminates this lease or defaults under this lease for any reason. If Lessee terminates this lease the Lessor shall have the right to prosecute the Lessee. Deposit will be held at PLANTERS BANK. Lessor will conduct an inspection within 4 calendar days of Lessee having completely vacated premises. Lessee has the right to be present at the inspection within this time frame. If a mutual inspection is set and the Lessee fails to attend, rights of the Lessee to contest any damages found by Lessor during the inspection are waived. During a mutual inspection, any damages found are compiled in a list along with any other legally allowable charges against the security deposit and submitted to the Lessee. **Security deposit is to be used by the LESSOR to cover costs for any damages to the property beyond ordinary wear and tear, and damages resulting from non-performance of any provisions of this agreement by LESSEE.** Said damages include, but are not limited to: costs for cleaning, repairs, replacement of fixtures, and vandalism or destruction of property. Lessee has reviewed and agreed to the list of estimated cleaning and repair costs provided. If deposit does not cover such costs and damages, the Lessee will be held responsible for any additional costs to Lessor.

USE OF PREMISES – The premises shall be used and occupied by Lessee exclusively as a single family, private residential dwelling. Lessee shall at all times keep and maintain the premises in a clean and sanitary condition. A maximum of two Lessor approved vehicles are allowed per rental unit and must abide by parking in accordance of the complex while being courteous of neighbors. Failure to abide by parking regulations will result in the charge of a \$25.00 fine to Lessee's account for each violation. Tenant and tenant guests(s) vehicle(s) must remain in legal and operable condition at all times. Failure to maintain vehicle(s) in such condition may result in towing of vehicle(s) at owner's expense. Oil leaks and other vehicle discharges are the responsibility of Lessee and any resulting property damage will be charged to Lessee's account. Lessee agrees not to cause or allow any noise or activity on the premises that may disturb the peace and quiet of another resident and/or neighbor. Smoking is permitted in units and on the property; however, Lessor requires all smoking individuals be courteous and respectful of other nonsmoking tenants and visitors. Premises damages incurred due to smoking will be charged to Lessee's account. Smoking damages may include but are not limited to, burn/soot marks & stains, strong odor of smoke, litter of cigarette butts, discoloration of unit and/or Lessor property within unit, etc. Disassembly of smoke detectors to accommodate for smoking is a lease violation. Lessee is responsible for ensuring all smoke detectors within the unit remain mounted in their original locations and operable at all times.

SURRENDER OF POSSESSION – Lessee agrees to surrender peaceably and quietly possession of the Premises to Lessor upon lease termination or expiration, in good and tenable condition. Unit is to be surrendered in as clean and safe a condition as it was originally received. All appliances, cabinets, floors, carpet, blinds, toilets, sinks and showers must be cleaned. All lighting fixtures must have the maximum number of light bulbs permitted installed and in working order. Ordinary wear and tear is accepted. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, blinds, walls, fixtures, and/or any other part of the premises, does not constitute reasonable wear and tear. **Lessee understands that entire carpet needs to be professionally cleaned and receipt of which must be turned in to Lessor. Failure to comply will result in the full forfeiture of security deposit. In addition, Lessee will be held responsible for all charges associated with damages found in leased premises.** Should Lessee hold over after the expiration of the term of this Lease, or any extension or renewal hereof, such tenancy shall be from month to month only and upon all terms and conditions hereof. Lessor has the right to increase rent at anytime after lease has expired. **Lessee must provide 30 days written notice upon vacating the premises. Rent will be charged each day until keys are returned to our office.**

COMPLIANCE WITH LAWS and REGULATIONS – Lessee shall comply with all existing or future laws and regulations affecting the cleanliness, occupancy and preservation of the Premises which have been or which may be opted, passed or issued by the State of Tennessee, Montgomery County TN, or by any other government, governmental or regulatory agency. Charcoal burners and other open-flame cooking devices shall not be operated on balconies or within 10 feet of combustible construction as per the International Fire Code. Lessor has the right to terminate lease within (3) days of written notice being received by tenant for lessee or person's on premises with lessee consent who: intentionally commit a violent act, behave in a manner constituting or threatening to be real or present danger, or creates a hazardous or unsanitary condition on the property affecting health, safety, welfare, life. Any and all illegal activities conducted may result in removal of persons from the property and/or result in a legal eviction.

UTILITIES – Lessee shall be responsible for arranging and paying for all utility services required on the Premises unless otherwise stated by Lessor. Lessee shall order all accounts to be placed in Lessee's name no later than the first day of the lease term. All required utilities are to remain active and in Tenant's name up until key turn in or expiration of lease, whichever is the latter of the two. Lessee is responsible for maintaining a minimum temperature of 55 degrees throughout the months of October-May. If utilities are deactivated at any time prior to lease expiration, entire security deposit will be forfeited and Lessee will be held responsible for all associated damages, charges and reconnection fees.

ASSIGNMENT and SUBLETTING – Lessee shall have no right to assign this Lease, nor to sublet or grant any concession or license to use the Premises or any part thereof without the proper written consent of Lessor. All persons 18 or older residing in the unit must be approved by Lessor through an application process PRIOR to moving into said unit.

REPAIRS and MAINTENANCE – Lessee shall keep and maintain the interior of the premises in good order and condition at all times during the term hereof and shall be responsible for all extraordinary and ordinary maintenance. Lessee shall be responsible for disposing of items in size and nature not normally acceptable by the garbage hauler. In the event Lessor has to dispose of any items not picked up by trash hauler, a minimum fee of **TWO HUNDRED AND FIFTY DOLLARS (\$250.00)** shall be charged to Lessee's account. The Lessee will not create waste or permit waste to be committed on the Premises. Lessee shall be responsible for keeping all plumbing fixtures/drains free of items/debris that may cause clogging, i.e. hair, feminine/intimate products, paper towels, toys, etc. Lessee shall pay for the service of any plumbing fixture/drain that may need to be cleared due to stoppage and for the expense or damage caused by stopping of waste pipes or overflows. Lessor shall be responsible for maintaining the roof, sub-floors, exterior walls, and heating and cooling systems. Lessee shall not keep or have anything on the Premises or so use the Premises so as to adversely affect the insurance thereon or cause the rate of insurance to be increased. All damage caused by the Lessee, their agents, employees, invitees, or any other persons in or on the premises will result in accrued damage fees charged to the Lessee. The Lessee will not remove, demolish, or materially alter any part of the Premises without the Lessor's prior written consent. No storage is permitted in the stairwells and exit ways. This includes but is not limited to bicycles, grills, baby carriages, etc. The Lessee will maintain the premises in a good and tenantable condition and will restore or replace damaged or destroyed improvements with items of equal quality and value.

In addition, Lessee agrees to the following provisions regarding Repairs and Maintenance:

- * When installing washing machine, Lessee agrees to use a steel braided hose to connect the water line.
- * Air filters must be changed monthly. Lessee will be charged for any repairs to the HVAC unit caused by negligence.
- * Pest control is not provided. Lessor will only treat the unit within 30 days of move-in if there is an infestation due to previous tenant.
- * Lessee residing in a single-family home is responsible for maintaining the lawn, shrubs, trees, in accordance to Montgomery County Building and Codes. Additionally, single-family home tenants are responsible for the routine maintenance/clean out of gutters on the home. **Lawn care is only provided for multifamily housing.**

ALTERATIONS to/REPAIRS or IMPROVEMENTS – Lessee shall make no alterations to, repairs, or improvements on/to the Premises without the prior written consent of Lessor. Examples include: painting, wallpaper, installation of landscaping, change or installation of new locks, etc.

CONDITION OF THE PREMISES – **Lessee has inspected the Premises and accepts it in its present condition without any representation or warranty by Lessor whatsoever.** Lessee agrees not to hold Lessor responsible for any damage, accidents or injuries to Lessee or Lessees belongings made on the Premises. Lessee acknowledges that Landlord/Lessor is not responsible for and will not provide fire or casualty insurance for their personal property.

FIXTURES – Lessee shall maintain and shall not remove any fixtures from the premises. The fixtures include but are not limited to, chandeliers, lighting fixtures, curtains, blinds, all other window dressings, ceiling fans, stove, refrigerator, dishwasher, and all other standard appliances.

SMOKE ALARMS – Lessee shall maintain properly working smoke detectors/smoke alarms in the unit. Lessee hereby releases and holds Lessor harmless from Lessee or Lessee's agents (guests) failure to properly maintain smoke detectors/alarms or the destruction of smoke detectors/alarms. **Lessee agrees to check smoke alarms monthly to ensure they are working properly.**

DAMAGE to or DESTRUCTION of PREMISES – Lessee agrees to pay rent at herein unless the Premises shall be destroyed or rendered uninhabitable in consequence such as fire, lightning, storm, tornado, or other casualty, in which event Lessee shall not be liable for rent for the period in which the Premises are inhabitable. Lessee however, is liable for rent accrued up to the date of the damage by any of the stated causes, and for all rent accruing after the Premises shall again be made tenantable: provided, that Lessor shall have the option either to repair and make tenantable the Premises within a reasonable time after the same damage, or to terminate this Lease.

INSURANCE – **Lessee agrees and understands that if the Premises shall be destroyed or damaged by fire, lightning, storm, tornado, or other casualty, Lessor will not be held responsible of Lessees belongings.** The building itself is the only thing that is covered by insurance. Renters insurance must be purchased by the Lessee for their personal belongings to be covered. (We do not offer Renter's Insurance.)

NO LIENS – In their use of the Premises and in the performance of their duties to maintain the interior of the same, Lessee will not under any circumstances, suffer or permit any lien to attach to the Premises or any portion thereof.

ANIMALS- Pets are permitted to reside on the premises so long as they are approved by Lessor. Lessee and pets must adhere to the guidelines set forth by the Pet Addendum at all times. A two-hundred and fifty dollar (\$250.00) non-refundable pet fee is required per approved pet by Lessor.

INSPECTIONS – Lessor and its agents shall have the right at all reasonable times during the term of this lease, and any extension or renewal hereof, to enter the Premises for the purpose of inspecting. Lessor will provide 24 hours advance notice to Lessee prior to entering the Premises. If Lessee cannot be present for scheduled inspection, Lessor may obtain a key and enter the leased premises in their absence.

NOTICES – Any notice required or permitted to be made to Lessor under the terms of this Lease shall be given in writing and shall be forwarded by certified mail; postage prepaid. Notices to Lessor shall, unless Lessor otherwise advise Lessee in writing be addressed to our main office.

EXTENDED ABSENCE FROM PREMISES – Lessees hereby agrees to give Lessor ten (10) days advance notice of any anticipated, extended absence from the Premises in excess of seven (7) days.

SIGNS/ADVERTISEMENTS – Lessee shall not erect or display any signs on the property. Lessor shall have the right to erect or display any signs on the property that they deem appropriate.

MILITARY CLAUSE – In the event Lessee is, or hereafter becomes, a member of the United States Armed Forces on active duty, and hereafter the Lessee receives PCS (Permanent Change of Station) or Deployment orders for a period of ninety (90) days or more, the Lessee may terminate this lease upon giving thirty (30) days written notice to Lessor. The Lessee shall also provide to the Lessor a copy of the official orders reflecting the change which warrants termination under this clause.

SHOWING OF PREMISES – Lessor shall have the right of entry to show the premises to potential Lessees or purchasers. Lessor shall give the Lessee 24 hours verbal or written notice that the home is to be shown and the Lessee shall ensure that the home is in a clean and marketable state.

EQUAL HOUSING – This leased property is being leased without regard to race, color, sex, religion, handicap, familial status or natural origin.

SEVERABILITY – All parties agree that in the event any provision of this Lease is held to be invalid or unenforceable, it shall not affect the validity of any other provision. In the event that any provision of this Lease is found to be in conflict with the Tennessee Uniform Residential Landlord and Tenant(s) Act, said provision shall be severed and the Lease shall be interpreted so as to bring the contract into compliance with all applicable state laws.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed on the day and date first above written.