



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

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this day \_\_\_\_\_, by and between  
MILLAN ENTERPRISES, LLC (the lessors) and  
\_\_\_\_\_(the lessee).

### WITNESSETH:

Lessor hereby leases unto the Lessee for a term of Twelve Months (12) 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 our  
main office (address on the letterhead), or at such place as Lessor may direct. There will be a  
charge of twenty-five dollars (\$25.00) for returned checks or failed online transactions.

**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 11:59pm  
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, Personal check, credit/debit card  
and ACH transaction. Payments can be made in person, placed in dropbox or mailed so long as  
they are postmarked by the 1st. Payments can be made online through the online Tenant Portal  
via credit/debit card or an ACH transaction. Lessee is responsible for all processing fees  
associated with paying through the portal. Failed online transactions due to insufficient funds,  
network issues, or personal error will not excuse any late rent payments. Bad health, reduced  
hours at work, the loss of job, financial emergency or other circumstances will not excuse any late  
rent payments.

**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, Lessors 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 Lessors 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.

**ALLOCATION of FUNDS** - Regardless of any notation on a payment, Lessor may apply funds received from Lessee first to any non-rent obligations of Lessee. This includes, but is not limited to: late charges, returned payment charges, repairs, maintenance fees, utility charges, pet charges and then to rent.

**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.** Ordinary wear and tear is defined but not limited to deterioration that occurs without negligence, carelessness, accident or abuse. 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.

**QUIET ENJOYMENT:** Tenant is entitled to quiet enjoyment of the premises throughout the term of this lease. Tenant may not infringe upon the quiet enjoyment rights of other tenants through disturbances including but not limited to TVs, stereos, musical instruments, other loud noises, heavy walking, or other disturbing actions. Failure to comply may result in fines assessed to Lessee's account.

**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. Tenant may not park, or permit any occupant or guest to park, any vehicles etc. in yard. Failure to abide by parking regulations will result in a minimum 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. Tenant has no rights in or to any particular parking spot, and Landlord does not guarantee Tenant a parking spot on the Premises or any property surrounding the Premises. 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.

**COMMON AREAS** - Lessee agrees to care for the premises and keep it in a good, neat and sanitary condition. Tenant shall keep all breezeways, decks, porches, and other personal areas clear of trash, rubbish, and other junk, as determined by the Lessor. Trash shall be placed in approved receptacles only and may not be left outside for any amount of time, including on decks or porches. Tenant agrees not to store boats, RVs, waterbeds, firearms, equipment, hazardous materials, paints, fuel, chemicals, waste, and non-usable items, including non-operating vehicles, in or around the Premises without prior written consent of Landlord, which may be granted or withheld in Lessor's sole and absolute discretion. Tenant agrees not to affix any structures to the Premises including, but not limited to, antennas, satellite dishes, or signs, without prior written consent of Lessor, which may be granted or withheld in Lessor's sole and absolute discretion. Lessee agrees to follow all current and future guidelines listed in these documents: **Pool Rules, Pet Addendum, Breed Restrictions, and Laundry Room Rules.**

**SURRENDER OF POSSESSION** – Lessee agrees to surrender peaceably and quietly possession of the Premises to Lessors upon lease termination or expiration, in good and tenantable 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. If repairs are made to the property without prior written consent, Lessor reserves the right to assess charges, based on the cost of repair and remedy of any damages. **Lessee understands that entire carpet needs to be professionally cleaned and receipt of which must be turned in to Lessor. If any pet resides at the premises at any time, the Lessee will pay for the carpets to be professionally cleaned and deodorized. 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, the 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. The premises is to be used only as a residence by the tenants who have signed this lease or any occupants residing in the unit. Said occupants over the age of 18 are required to have completed an application and criminal background check prior to occupying the property. NO OTHER PERSONS MAY LIVE AT THE PREMISES WITHOUT THE LANDLORD'S PRIOR WRITTEN PERMISSION, which may be given or withheld in Landlord's sole and absolute discretion. Guests may only stay for up to two weeks (14 days) and must abide by all applicable terms and conditions of this Lease, including any rules and regulations applicable to the Premises. Lessee understands that an addition or removal of an occupant is Lessee's SOLE RESPONSIBILITY. Lessor will generate an addendum to add or remove an occupant. This document MUST be signed by all parties in the Lessor's presence in order to be valid.

**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 acknowledges that the 24 hour emergency maintenance line is to be used for emergencies only and agrees anything deemed as a non-emergency will be completed at the Lessor's discretion. 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. 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 must keep the premises free of all pests, including without limitation, rodents, fleas, ants, cockroaches, gnats, flies, and beetles. Lessee shall pay for all costs associated with remediating pests from the premises and shall inform Lessor at first sighting of any pests in order to avoid any infestation.

- Lessee agrees that they are responsible for replacing all lightbulbs, smoke detector batteries and thermostat batteries throughout the duration of their residency.
- Lessee residing in a single-family home is responsible for maintaining the lawn, shrubs, trees, in accordance to Montgomery County Building and Codes. Failure to do so will result. 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.**

**LOCKS & KEYS:** In the event of a lockout during business hours please contact Millan Enterprises.. Lessor is NOT obligated to bring a spare key to the premises. In the event that a lockout occurs after business hours or in case of an emergency, Lessee is responsible for contacting a professional locksmith in order to regain access to the property at the Lessee's expense. Locks can only be changed by a representative of Lessor, if Lessee fails to comply, a maintenance charge will be assessed for any damage to the property, any labor incurred, as well as any and all supplies needed. If at any time Lessor is made aware of an unauthorized lock change, Lessor reserves the right to rekey the lock at Lessee's expense in order to maintain ability to access at all times.

**MOLD:** It is generally understood that mold spores are present essentially everywhere and that mold can grow in most any moist location. Tenant acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, bathrooms, and around outside walls) for mold prevention. Upon signing this Lease, Lessee has first inspected the premises and certifies that Lessee has not observed mold, mildew or moisture within the premises. Lessee agrees to immediately notify Lessor if they observe mold/mildew and/or moist conditions (from any source, including leaks), and allow Lessor to evaluate and remediate. Lessee relieves the Lessor from any liability for any bodily injury or damages to property caused by or associated with moisture or the growth of or occurrence of mold or mildew on the premises. In addition, execution of this Lease constitutes acknowledgement by Lessor that control of moisture and mold prevention are Lessee's obligations under this Lease.

**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. Locks can only be changed by a representative of Lessor, if Lessee fails to comply, a maintenance charge will be assessed for any damage to the property, any labor incurred, as well as any and all supplies needed. No cameras or video/sound recording devices, or anything of that category can be installed around the exterior of premises.

**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 Lessee's 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. Tenant agrees to keep all such appliances clean and in good repair. Supplied appliances may not be removed or replaced.

**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 Lessors 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, Lessors 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.) 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.

**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- NO PETS are allowed in any of our properties at any time.** Lessee shall keep no domestic or other animals on or about the premises without prior written consent of Lessor. If Lessee fails to comply, the security deposit will automatically be forfeited, no exceptions. Lessor will provide Lessee a 24-hour notice to remove animal(s) and a follow-up inspection of the premises will be conducted. A legal eviction will be processed if Lessee does not comply. Lessee will be held responsible for all associated attorney's fees court costs, and all charges associated with damages found in leased premises.

**INSPECTIONS** – Lessors 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 Lessors under the terms of this Lease shall be given in writing and shall be forwarded by certified mail; postage prepaid. Notices to Lessors shall, unless Lessors otherwise advise Lessee in writing be addressed to our main office. Lessee shall notify the Lessor of any change to his/her telephone number or email address immediately upon obtaining one, if there is a change. Lessor is NOT responsible, if the tenant does not receive notice(s) due to outdated contact information. If proper notice is given but tenant fails to acknowledge the notice, Millan Enterprises will not be held responsible for any inconvenience or disturbance.

**EXTENDED ABSENCE FROM PREMISES** – Lessees hereby agrees to give Lessors 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. Lessors 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** – Lessors shall have the right of entry to show the premises to potential Lessees or purchasers. Lessors 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.

**RULES AND REGULATIONS** - Lessee understands that the rules and regulations may be amended from time to time and are for the purpose of protecting the premises and providing for the safety and well being of all occupants of the premises and is made part of the lease agreement. Lessees affirm that the Lessees will in all respects comply with any and all current and future terms and provisions of this agreement.

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