

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 21. _____ 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 replaced 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.

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 appearance 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 21.
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.
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 costs 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, Fungae 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, fungae and the like. I/We are aware that some items placed in the property, by the very nature of being organic, natural, man-made, or porous, may contain molds, spores, mildew, vermin, fungae or the like. The Lessor, or their agents, makes no representation or warranty as to the presence or lack thereof and these items will not be warranted. I/We the Lessee have been made aware that at some point in the future, a condition may exist wherein molds, spores, mildews, fungae, vermin and the like may surface and make their presence known. I/We, the Lessee, do not expect any warranty nor will we expect this condition to be warranted. 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 in this agreement. 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. 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

TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION NOTIFICATION

The undersigned Seller of the property described as _____ does hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement as provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under T.C.A. § 66-5-209 for the following reason(s):

- This is a transfer pursuant to court order including, but not limited to, transfers ordered by a court in the administration of an estate, transfers pursuant to a writ of execution, transfers by foreclosure sale, transfers by a trustee in a bankruptcy, transfers by eminent domain and transfers resulting from a decree of specific performance;
- This is a transfer to a beneficiary of a deed of trust by a trustor or successor in interest who is in default; transfers by a trustee under a deed of trust pursuant to a foreclosure sale, or transfers by a beneficiary under a deed of trust who has acquired the real property at a sale conducted pursuant to a foreclosure sale under a deed of trust or has acquired the real property by a deed in lieu of foreclosure;
- This is a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust;
- This is a transfer from one (1) or more co-owners solely to one (1) or more co-owners. This provision is intended to apply and only does apply in situations where ownership is by a tenancy by the entirety, a joint tenancy or a tenancy in common and the transfer will be made from one (1) or more of the owners to another owner or co-owners holding property either as a joint tenancy, tenancy in common or tenancy by the entirety;
- This is a transfer made by virtue of the record owner's failure to pay federal, state or local taxes;
- This is a transfer made solely to any combination of a spouse or a person or persons in the lineal line of consanguinity of one (1) or more of the transferors;
- This is a transfer to or from any governmental entity of public or quasi-public housing authority or agency;
- This is a transfer involving the first sale of a dwelling provided that the builder offers a written warranty;
- This is a transfer of any property sold at public auction;
- This is a transfer of any property where the owner has not resided on the property at any time within three (3) years prior to the date of transfer.

Buyer is advised that no representation or warranties, express or implied, as to the condition of the property and its improvements, are being offered by Seller or Seller's Agent and the Buyer should make or have made on the buyer's behalf a thorough and diligent inspection of the property.

Transferor (Seller) Esther Date _____

Transferor (Seller) _____ Date _____

Transferee (Buyer) _____ Date _____

SIGN HERE
Transferee (Buyer)

Date 11.11.11

NOTE: This form is provided by TAR to its members for their use in residential real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its content, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited.



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#42 Tennessee Residential Property Condition Exemption Notification

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Modified 6/14/2000

MOVE-IN CHECKLIST

Page 1 Property Address Date

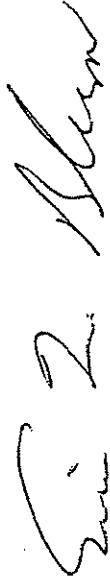
MOVE-OU	COMMENTS	OK
	Utilities	
	Heating	
	Air Cond.	
	Water Heater	
	Plumbing	
	Appliances	
	Oven/Range	
	Range hood/vent	
	Refrigerator	
	Dishwasher	
	Disposal	
	Other Appl.	
	Other Appl.	
	Other Appl.	
	Gar. door opener	
	Remote controls	
	Safety	
	Smoke Detectors	
	Door Locks	
	Window Locks	
	Other Safety Equip.	
	Fireplace	
	Fireplace accessories	
	Electrical	
	Ceiling Fans	
	Light Fixtures	
	Light Shades/Globes	
	Light Bulbs	
	Outside Lights	
	Elec. Outlets/Switches	
	Elec. Switches	
	Windows	
	Primary Windows	
	Storm Windows	
	Screens	
	Shades/Blinds	
	Curtains/Drapes	
	Entry/Living Rm	
	Walls/Ceiling	
	Floors/Carpets	
	Great Rm./Den	
	Walls/Ceiling	
	Floors/Carpets	
	Bedroom 1	
	Walls/Ceiling	
	Floors/Carpel	
	Bedroom 2	
	Walls/Ceiling	
	Floors/Carpel	
	Bedroom 3	
	Walls/Ceiling	
	Floors/Carpel	
	Bedroom 4	
	Walls/Ceiling	
	Floors/Carpel	
	Dining Room	
	Walls/Ceiling	
	Floors/Carpel	
	(OVER)	

Cable/Satellite Dish Installation Form

This letter allows the bearer permission to have cable/satellite dish service installed in the home so long as the following installation instructions are followed:

Installation Instructions to Installer:

1. All wires running horizontally, or parallel with the ground, shall be run in the crawlspace of the home. No wires to be run across the outside of the home.
2. All jacks installed inside the home shall be in the wall with the corresponding wallplate/outlet. No jacks/wires installed through floor.
3. All satellite dishes shall be installed in the back or side yard of the home, with all cable to be buried by installer. If dish will not function in the yard, dish may be installed on the rear of the home or on the side of the home opposite the driveway. No dish may be installed on the front of the home or in the front yard.



Eric Blum
Management
207-7878



LEAD-BASED PAINT DISCLOSURE FOR RENTAL PROPERTY

Federal law mandates that Lessors of housing constructed prior to 1978 must complete certain Lead-Based Disclosure requirements. These should be completed before the Lessee is bound under the contract to lease.

Lead Warning Statement

Housing 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.

Property Address: _____

Murfreesboro TN 371

Lessor (Landlord) Disclosure

Lessor to check one box below:

- Lessor has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the housing.
- Lessor is aware of the presence of lead-based paint and/or lead-based paint hazards and has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List any records, reports and/or additional information, including but not limited to the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces. If no reports or records are available, lessor shall indicate in as such.

Lessee (Tenant) Acknowledgment

- 1) Lessee has received copies of all records, reports and information listed above (if any), and
- 2) Lessee has read the Lead Warning Statement (above) and understands its contents, and
- 3) Lessee has received the lead hazard information pamphlet "Protect Your Family From Lead in Your Home" (copies available at <http://www.hud.gov>).

Licensee Acknowledgment

Licensees have informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d as amended and are aware of listing and selling licensees' duty to ensure compliance.

Certification of Accuracy

The Lessors, Lessees, and Licensees have reviewed the above information above and certify, to the best of their knowledge, that the information they have provided is true and accurate and have received a copy hereof.

_____ Lessor Signature Eric Blum	_____ Date	_____ Lessees Signature	_____ Date
_____ Lessor Signature	_____ Date	_____ Lessees Signature	_____ Date
_____ Licensee Signature Eric Blum	_____ Date	_____ Licensee Signature	_____ Date

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its content except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.



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F86 Lead Based Paint Disclosure for Rental Property

Modified 1/1/2008