**Office Phone: (Insert Phone #) E-mail: (Insert Email Address)**

***\*Reminder\**** *- We use an automated voicemail system. Be sure to leave your name, telephone number, address, and concern, to properly dispatch your call.*

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**Your Company Logo Here**

Lessor, (Insert Company Name), and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (Lessees) hereby on agree as follows:

1. **LEASE OF PREMISES**: Lessor leases to and Lessee hires from Lessor the Residential dwelling located at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** hereinafter referred to as the "Leased Premises" for a term of **\_\_\_\_ Months**, beginning on **\_\_\_\_\_\_\_\_\_\_\_\_\_**continuing until **\_\_\_\_\_\_\_\_\_\_**, at which time this Residential Lease Agreement shall terminate.
2. **AMOUNT:** Payment for the period from (Insert Beginning 1st Month Date) to (End 1st Month Date) is to be paid on (Insert Date). Payments of **$\_\_\_\_\_\_\_\_\_ per month for the next 11 months,** and **per month for the following 12 months, and $\_\_\_\_\_\_\_\_\_\_\_ per month for the following 12 months**, are to be paid, **IN ADVANCE**, by cashiers check or Money Order and due on the 1st day of the month before which the Lease Payment is due.  Mail payments to: (Insert Your Address Here) or as otherwise specified by Lessor in writing.  Loss of cashier’s check or money order shall not be valid reason for non-payment of Lease. Lessee specifically waives notice of default for non-payment of rent or any other monetary obligation, which is due from Lessee to Lessor under the terms of the lease.
* **Next Payment is due:**  **in the amount of $\_\_\_\_\_\_\_\_\_\_ for Pro-Rated Rent**
* **No Personal checks.  Personal checks will be returned and not credited towards any payments.**
* **Note:  Escalated Payment Schedule:**  Payments shall be at the rate of **$\_\_\_\_\_\_\_\_\_\_\_** per month for the first twelve (12) months.  Payments shall then increase to  **$\_\_\_\_\_\_\_\_\_\_\_** per month for the next twelve (12) months, and $n/a per month for the next twelve (12) months. The final 12-month payment rate shall be $n/a per month.
1. **LATE FEES:**  If full payment including late fees or payments due from a previous month, are not postmarked by the 3rd of the month a late penalty of **(10%)** will be applied to the total rental amount. An additional $35.00 will be charged for any dishonored check returned for any reason. The foregoing late fees and charges shall not be construed as a waiver by Lessor of its right to declare a default under this Agreement.
2. **SECURITY DEPOSIT:** **$\_\_\_\_\_\_\_\_.00** will be paid as a Security Deposit. Upon vacating lessee is responsible for the following, and shall be charged for:
	1. Any lease payment or portion thereof required by the terms of this lease to be paid in full.
	2. Any unpaid charges and insufficient charges as discussed above or later in this agreement.
	3. Any costs incurred by the Lessor caused by the enforcement of, or Lessee's breach of any terms or provision of this lease - including court costs and attorneys fees.
	4. Cost of any repairs or replacements, redecorating and/or refurbishing of the premises, or any fixture, system or appliance caused by other than ordinary wear and tear.
	5. A reasonable cleaning expense provided that Lessee does not leave the premises in clean and rentable condition at the time Lessee vacates.
	6. A reasonable expense for having to remove debris, trash, and rubbish from in or around the premises which Lessee left when Lessee vacates.
	7. Cost of replacing keys which have not been returned and/or cost of a locksmith.  $25.00 for each fire extinguisher and/or smoke detector and $100 for each garage door opener not left with home.

**Deposit is held at:** (Insert Escrow Agent Or Bank To Hold Deposit )

1. **UTILITIES AND ASSOCIATION DUES**:  Lessee will be responsible for payment of all utilities, garbage, water and sewer charges, telephone, gas, association fees and other bills incurred during the term of this Lease.   There shall be a $25.00 additional charge for all unpaid Sewer bills.  There shall be a $50.00 charge for each utility not placed in Lessee's name within 3 days of signing this lease, plus utility or associated fees to be paid by Lessee.
2. **USE AND OCCUPANCY:**  Lessee shall use the premises in such a manner as to comply with all local, county, state and federal laws, rules, ordinances, regulations and codes.  Lessee shall not use the premises or permit it to be used for any disorderly or unlawful purpose or in any manner determined by Lessor to be offensive to any of the neighbors.  The premises are to be used exclusively as a residence only by the persons named above and their immediate family.  **NO OTHER PERSONS MAY LIVE THERE WITHOUT THE LESSOR'S WRITTEN PERMISSION.**  Guests may stay no longer than two weeks.  Lessee may not remove or install any carpet, walls, fencing or flooring without the written permission of Lessor. (Insert Company Name)reserves the right to perform a visual inspection of the property every 30 days to insure cleanliness and upkeep of home.  Tenants, by signing this lease, agree to this monthly inspection. Tenant agrees to perform lawn maintenance for this property.

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7. **PETS**: **Written consent required.** If there is any pet damage on the property, it shall be the responsibility of the lessee to make any repairs needed (eg: carpet cleaned, yard cleaned and seeded).  If repairs are not done upon move-out, lessee understands and agrees that the appropriate amount shall be charged to make those repairs.  The granting of consent for pets to others shall in no way be deemed the granting of consent to Lessee.  If Lessee wants a pet, Lessee **must** have Lessor's **written consent**, and pay an additional **$\_\_\_\_\_** and an additional monthly charge of **$\_\_\_\_\_\_** per pet per month.  ***Failure to receive written consent for a pet shall be cause for default.***

1. **APPLIANCES:** Appliances, include, but are not limited to ***none*. These appliances are NOT warranted and if they break are the tenant's responsibility**.  If they are furnished, they shall not be warranted.  Maintenance of these units is Lessee's responsibility, and Lessee will keep them in good repair.  The following appliances have been supplied by the courtesy of Lessor:  They may not be removed.  **Portable space heaters are prohibited**.
2. **MAINTENANCE:** During your residency, this property will be in your care and should be treated with respect.  Lessee will be responsible for hiring QUALIFIED service people to (***take care of all minor maintenance*** ***under $500)***, and to repair any damage caused by Lessee or Lessee's guests or invitees regardless of cost.  Evidence of poor quality maintenance or use of unqualified service people is a violation of this Lease.  Lessee agrees to notify Lessor of any repairs necessary immediately.  The Lessor or his agent will address any other repairs within **seventy-two (72) hours**, and necessary repairs will be made or **initiated within ten (10) days** of receiving written notice from Lessee.  Lessee will also water and maintain the yard and landscaping at the Leased Premises and keep the yard, parking areas and garbage areas clean and uncluttered.  **Lessor will not honor any charges, or deductions from rent not specifically authorized in advance in writing by him or his agent.  If the board of health is called by lessee instead of lessee doing repairs, it shall be deemed a default under this lease.**
3. **PEST CONTROL:**  Lessee is responsible for keeping the premises free of pests and paying for Pest Control Services if such services are desired.
4. **ALTERATIONS**:  Lessee **will not paint** or alter the Leased Premises in any way, **nor change locks** without obtaining Lessor's prior written approval.
5. **CONDITION:**  This residence is rented in ***"AS-IS"*** condition, with the understanding that no additional improvements will be made at the time of the move-in.  Unless Lessee(s) provide written notice within 72 hours of moving in, everything in or about the Lease Premises will be considered to be in good working condition.  Lessee acknowledges there is a smoke detector and fire extinguisher.  **Lessee agrees to periodically test and maintain the smoke detectors and keep them in working order.**
6. **QUIET ENJOYMENT:**  Lessee shall be entitled to the quiet enjoyment of the Leased Premises during the term of this Agreement.  Resident shall be responsible, at all times, for the conduct of Lessee's guest, licensees, and invitees while they are on the premises.  If Lessor receives any reasonable complaints concerning the conduct, noise or disturbance of the peace of Lessee or Lessee's guests, licensees or invitees, such complaint shall constitute a default under this Lease Agreement.
7. **VEHICLES:**  Lessee may only park **functional** vehicles in assigned spaces where parking space is limited.  Lessee may not repair Lessee's vehicles on the premises, unless in an enclosed garage, if such repairs take longer than one day.  NO VEHICLES PARKED IN YARD.
8. **SURRENDER AND HOLDOVER:**  Upon the expiration of the Lease, Lessee shall surrender to Owner the Leased Premises, together with all other property affixed to the Leased Premises.  Said surrendered Leased Premises shall be broom clean and in the same order and condition in which Lessee received it, the effects of ordinary wear and tear accepted.  Unless an event of default as hereinafter defined has occurred and remains uncured, Lessee shall prior to the expiration of the lease term remove all of Lessee's personal property from the Leased Premises.  Lessee shall repair any damage caused by such removal prior to the expiration of the term.  At Lessor's option, if Lessee fails to remove such personal property then the same shall be deemed to be abandoned by the Lessee and shall at Lessor's option become the property of the Lessor.  Lessee agrees to **$\_\_\_\_\_\_\_\_\_.00** on a month to month basis for each month holdover.  During the holdover period a 30-day written notice to vacate is required.
9. **ASSIGNMENT AND SUBLETTING:**  Lessee shall not assign, mortgage, encumber, or transfer this Lease, in whole or in part, or sublet the premises or any part thereof, nor grant a license or concession in connection therewith without the prior written consent of the Lessor.
10. **ENTRY:**  Lessee agrees to allow the Lessor to inspect the premises and to show it to prospective Lessees, prospective purchasers, mortgagees, and contractors at any reasonable times.  Lessor may display "For Rent" or "For Sale" signs on site.
11. **ABANDONMENT:**  If Lessee abandons or vacate the premises, Lessor may terminate this lease and regain lawful **possession**.
12. **WAIVER:**  The waiver of any breach shall not be construed as a continuing waiver of any subsequent breach, and the acceptance by Lessor of partial payments due shall not, UNDER ANY CIRCUMSTANCES, constitute a waiver of any rights of Lessor under this lease, nor effect any notice of legal proceedings in unlawful detainer, theretofore given and commenced under state law.
13. **TERMINATION:**  All parties agree that terminating this lease before its termination date is a breach of tenancy and all Security **deposits plus two full month's rent shall be forfeited** to Lessor as liquidated damages, at Lessor's option, following termination.

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1. **LIABILITY:  Lessor recommends that Lessee obtain personal liability insurance**.  Lessor has no insurable interest in Lessee's personal property.  Nor, will Lessor be liable for any acts by, or damage or injury to Lessee, Lessee's family, guests, invitee, or any other persons or property, occurring in or near the premises and Lessee agrees to hold Lessor harmless from any claims for damages no matter how caused. Lessee shall be responsible for Rental insurance on his personal belongings.
2. **MECHANICS LIENS:**  Lessee shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the Leased Premises or any part thereof nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed of, furnished to or for the Lessee.  If such Statement of Intent to hold a Mechanic's Lien shall be filed Lessee shall secure the release of said Mechanic's Lien upon notice of said Lien being presented to Lessee by Lessor and shall indemnify Lessor for his costs, together with attorney's fees, in securing the release of said Lien.
3. **LESSORS'S LIEN:**  To secure the payment of rent and other liabilities of Lessee hereunder, Lessee hereby grants to Lessor a security interest in all of Lessee's personal property which is now or hereinafter located in the Leased Premises and in proceeds thereof, including tort claims and insurance (hereinafter called the "Collateral").  In the event of default, Lessor shall have all the remedies of a Secured Party as permitted under Tennessee law.
4. **EVENTS OF DEFAULT:**  Any of the following shall be deemed an Event of Default:
	1. Lessee's failure to pay an installment of rent when the same becomes due;
	2. Lessee's failure to perform or observe any other covenant, term or condition of this lease to be performed or observed by Lessee and if curable, the failure continues for three (3) days after notice thereof is given to Lessee;
	3. Lessee's abandonment of the Leased Premises;
	4. The filing or execution or occurrence of
	5. An involuntary petition of bankruptcy against Lessee and the failure of Lessee, in good faith, to promptly commence and diligently pursue action to dismiss the petition;
	6. A petition against Lessee seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act, and the failure of Lessee, in good faith, to promptly commence an action to dismiss the petition;
	7. A general assignment for the benefit of creditors;
	8. The taking by any party of the leasehold created hereby or any part thereof, upon foreclosure, levy, execution, attachment, or other process of law or equity.
	9. Lessee's default under any other Agreement between Lessor and Lessee concerning the Leased Premises, including any Option to Purchase Agreement between Lessor and Lessee.

For purposes of this section, the term Lessee shall include any assignee, sub lessee, or guarantor of Lessee.  This provision shall not be construed to permit the assignment of the lease or the subletting of the Leased Premises, except as may be permitted hereby.

1. **LESSOR'S REMEDIES FOR BREACH:**  In the event the Lessee commits an event of default of the Lease, Lessor may, in addition to all other legal or equitable remedies that may be available to Lessor:
	1. Continue this Agreement by not terminating Lessee's right to possession of the Leased Premises, and continue to enforce all of Lessor's rights and remedies under the terms hereof, including the right to recover the rent specified herein as it becomes due, or;
	2. Terminate this Agreement and Lessee's right to possession of the Leased Premises immediately, and commence an action against Lessee to recover possession of the Leased Premises and for such damage as may be available at law, including unpaid rent through the remainder of the lease term.
2. **ATTORNEYS' FEES:**  Lessor shall be entitled to recover costs and reasonable attorneys' fees in any action or proceeding to secure any rights under this Agreement to enforce any remedies available hereunder or at law.
3. **INVALID CLAUSES:**  Should any provision of this lease be found to be invalid or unenforceable, the remainder of the lease shall not be affected thereby and each term and provision herein shall be valid and enforceable to the fullest extent permitted by law.
4. **ENTIRE AGREEMENT:**  This lease document and the attached exhibits constitute the entire agreement between the parties and may be modified only in writing signed by all parties.  Any agreement or representation between the parties hereto respecting the subject matter of this agreement, whether oral or written, which is not expressly set forth in this instrument is null, void and of no legal effect; provided however that Lessor and Lessee may have entered into a separate Option Agreement under which Lessee may have been given an option to purchase the Lease Premises, in which case the terms of such Option Agreement shall not be affected by this Lease, except to the extent indicated in such Option Agreement, and except that a default under such Option agreement shall constitute and be deemed an event of default under this Lease Agreement.

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1. **VIOLATION OF TERMS:**  Violation of any part of this agreement or nonpayment of rent when due shall be cause for eviction under the appropriate sections of the applicable code and the prevailing party shall recover court costs and reasonable attorney's fees.  Lessee will make certain that Lessor receives rent before the **1st** of the month.  A 5-day notice of non-payment will be served on the Lessee if payment is not received by the **5th** of the month, regardless of fault of the Lessee or the U.S. Postal Service.  Notwithstanding the foregoing, the lease will be deemed materially and incurably breached and terminated if the rent and/or any additional late fee are not paid by the **10th** of any month for which rent is due.  There shall be a $35.00 fee for each Eviction filed.  Both Lessor and Lessee further agree to waive trial by jury and submit to the decision of the Judge who has jurisdiction over this subject matter.  In any event, no action will be filed in any court after one year of the cause (s) for such action.
2. Lessee shall receive occupancy of the premises on **\_\_\_\_\_\_\_\_\_\_\_\_\_**.  All liabilities for the property become effective on that date.
3. **ACKNOWLEDGEMENT:**  This Lease shall be construed in accordance with the laws of the State of Texas.  IN WITNESS WHEROF, Lessor and Lessee have executed the Lease Agreement as of the date and year first above written.
4. Lessee specifically **waives notice of default for non-payment of rent** or any other monetary obligation, which is due from Lessee to Lessor under the terms of this lease.

#### (Insert Your Company Name Here)

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**Printed Lessor                                           Signed Lessor  Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_              \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Lessee(s)                                             Signed Lessee(s)  Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_             \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Lessee(s)                                              Signed Lessee(s) Date**