

# RESIDENTIAL LEASE AGREEMENT FOR SINGLE-FAMILY DWELLING

For and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged,

\_\_\_\_\_ as tenant ("Tenant"),  
and \_\_\_\_\_ as landlord  
("Landlord"), do enter into this Lease Agreement ("Lease" or "Agreement") on this the \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_ ("Binding Agreement Date").

## 1. LEASE AGREEMENT.

Landlord hereby leases to Tenant and Tenant leases from Landlord all that tract or parcel of land, with such improvements as are located thereon, described as follows:

All that tract of land known as:

\_\_\_\_\_ (Address),  
\_\_\_\_\_ (City), Tennessee \_\_\_\_\_ (Zip), as recorded in  
\_\_\_\_\_ County Register of Deeds Office, N/A \_\_\_\_\_ deed book(s),  
N/A \_\_\_\_\_ page(s), and/or N/A \_\_\_\_\_ instrument number and further described as:  
N/A

together with all the fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Leased Property".

**A. INCLUDED** as part of the Leased Property (if present): all attached light fixtures and bulbs including ceiling fans; permanently attached plate glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm doors and windows; all window treatments (e.g. shutters, blinds, shades, curtains, draperies) and hardware; all wall-to-wall carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace doors and attached screens; all security system components and controls; garage door opener and all (at least \_\_\_\_\_) remote controls; swimming pool and its equipment; awnings; permanently installed outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball goals and backboards; TV mounting brackets (but excluding flat screen TVs); antennae and satellite dishes (excluding components); and central vacuum systems and attachments.

**B. Other items that REMAIN** with the Leased Property at no additional cost to Tenant:

As is at time of possession

**C. Items that WILL NOT REMAIN** with the Leased Property:

As is at time of possession

**D. LEASED ITEMS FROM A THIRD PARTY.** Leased items that remain with the Leased Property: (e.g., security systems, water softener systems; fuel tank, etc.): N/A

Lease payments of the aforementioned items shall be the responsibility of N/A \_\_\_\_\_ following date of possession. If said leases are not assumable, it will be Landlord's responsibility to pay balance.


**E. FUEL.** Fuel, if any, will be adjusted and charged to Tenant by Landlord in monthly installments in addition to the Rent at current market prices.

## 2. LEASE TERM AND RENTAL AMOUNT.

### A. Lease Term.

The term of this Lease Agreement shall be for \_\_\_\_\_ (\_\_\_\_\_) months and shall begin on \_\_\_\_\_ and end on \_\_\_\_\_ ("Lease Term").


46 **B. Rent.**

47 During the Lease Term, Tenant shall pay, without any notice or demand, the amount of \_\_\_\_\_  \_\_\_\_\_  
48 Dollars (\$ \_\_\_\_\_) per month on or before the first (1<sup>st</sup>) of each month ("Rent"). The Rent shall begin and  
49 the first payment shall be made on or before \_\_\_\_\_. In the event that  
50 the first day of the Lease Term is other than the first (1<sup>st</sup>) of the month, the first and last months' Rent shall be  
51 determined on a pro rata basis.

52 Rent shall be made payable to Parks Property Management, LLC at the following address:  
53 8119 Isabella Lane, Suite 105, Brentwood TN 37027

54 Rent shall be deemed paid upon the date it is received at the above address. There is a five day grace period ("Grace  
55 Period") beginning on the day that the Rent was due which is to be included in the calculation of the Grace Period.  
56 If the last day of the Grace Period falls on a Sunday; Legal Holiday; or any day set aside for county, state or national  
57 election, the Grace Period shall end the following business day. Saturday is deemed to be a business day for the  
58 purposes of paying Rent unless it falls on one of the aforementioned days. If Rent is not received in full at the above  
59 address on or before the end of the Grace Period of each month, a late charge of \_\_\_\_\_ Dollars  
60 (\$ \_\_\_\_\_) shall be charged to Tenant. ("Late Charge"). The amount of the Late Charge shall not,  
61 under any circumstances, exceed ten percent (10%) of the amount of Rent past due. If the bank returns a Rent check  
62 unpaid, Tenant shall owe Landlord an additional charge of \_\_\_\_\_ to cover the expense of processing.  
63 Landlord shall notify Tenant in writing of any changes to whom Rent is to be paid and the location to which Rent  
64 should be sent. Tenant waives notice and demand as to all payments of Rent due hereunder. All parties understand  
65 and agree that neither the Broker nor the licensee representing Landlord is acting in the capacity of a property  
66 manager in this transaction.

67 **3. SECURITY DEPOSIT.**

68 Tenant shall pay \_\_\_\_\_  \_\_\_\_\_ (\$ \_\_\_\_\_) as payment of a  
69 security deposit ("Security Deposit") to Parks Property Management, LLC (name of holder) ("Holder")  
70 located at 8119 Isabella Lane, Suite 105, Brentwood TN 37027 (address of Holder) on or  
71 before the first day of the Lease Term. Security Deposit will be deposited by Holder in an account at  
72 SunTrust bank or financial institution used only for that purpose. Security Deposit shall remain  
73 in this account unless transferred to a similar account with another bank or financial institution until the termination of  
74 this Lease. In the event that funds are transferred to another bank, Landlord shall notify Tenant in writing the name of  
75 the new bank or financial institution. Security Deposit may be used by Landlord toward payment of any damages to the  
76 Leased Property incurred during the Lease Term, normal wear and tear excepted. Said damages include costs for  
77 cleaning the Leased Property as well as those resulting from Tenant's failure to perform any of the terms of the Lease  
78 contained herein. Landlord may also apply the Security Deposit toward any unpaid Rent if Tenant vacates the Leased  
79 Property with Rent still due and owing Landlord. Landlord's damages shall in no way be limited to the amount of the  
80 Security Deposit. Any amount of Security Deposit remaining after deduction of said damages shall be returned to  
81 Tenant following the termination of the Lease.

82 Tenant shall have the right to inspect the Leased Property with Landlord to determine Tenant's liability for physical  
83 damages that are the basis for any charge against the Security Deposit UNLESS Tenant has:

- 84 1. Vacated the Leased Property without giving written Notice;
- 85 2. Abandoned the Leased Property;
- 86 3. Been judicially removed from the Leased Property;
- 87 4. Not contacted Landlord after the Landlord's Notice of Right to Mutual Inspection of the Leased Property;
- 88 5. Failed to appear at the arranged time of inspection as agreed upon between Landlord and Tenant;
- 89 6. If the Tenant has not requested a mutual inspection; OR
- 90 7. The Tenant is otherwise inaccessible to the Landlord.

91 **A. Mutual Inspection**

92 In a situation in which Landlord has requested that Tenant vacate the Leased Property or within five (5) days after  
93 Landlord receives written notice of Tenant's intent to vacate the Leased Property, Landlord shall provide notice to  
94 Tenant of Tenant's right to be present at the inspection of the Leased Property ("Landlord's Notice of Right to  
95 Mutual Inspection"). Within said notice [select one]:

96  Tenant may request that time of inspection be set during normal business hours

97 **OR**

98  Tenant may not request that time of inspection be set during normal business hours.

99 Landlord: [Select one].  
100  requires that inspection be scheduled after Tenant has completely vacated Leased Property and is ready to  
101 surrender possession and return all means of access to the Leased Property. Such inspection shall occur on  
102 the day Tenant vacates or within four (4) calendar days of Tenant vacating Leased Property.

103 **OR**

104  Landlord will not require inspection to be scheduled after Tenant has completely vacated the Leased  
105 Property.

106 Tenant shall contact Landlord to schedule a mutually agreeable date and time for inspection. If Tenant fails to  
107 appear at such scheduled inspection, Tenant waives any right to contest any damages assessed by Landlord. At the  
108 scheduled inspection, Landlord and Tenant shall inspect the Leased Property and compile a comprehensive list of  
109 damages to the Leased Property and an estimated cost of repairing the damage which is the basis for any charge  
110 against the Security Deposit ("List of Damages"). Landlord and Tenant shall sign the List of Damages which shall  
111 be conclusive evidence of the accuracy of the listing of damages. In the event Tenant refuses to sign the List of  
112 Damages, Tenant shall state specifically in writing the items within the List of Damages with which he does not  
113 agree.

114 **B. Landlord Inspection**

115 If Tenant has performed any of the foregoing acts in which he no longer has a right to inspect the Leased Property as  
116 contained herein, Landlord shall inspect the Leased Property and compile a List of Damages. Under such  
117 circumstances, Tenant is not entitled to be present at said inspection. Landlord shall provide Tenant with a written  
118 copy of the List of Damages via certificate of mailing *upon Tenant's written request*.

119 **C. Additional Rights of Parties**

120 In the event that Tenant disputes the List of Damages, Tenant may bring suit in either the general sessions or circuit  
121 court of the county in which the Leased Property is located for those items to which he specifically dissented in his  
122 statement of dissent referenced above. Landlord shall not be entitled to retain any portion of the Security Deposit if  
123 Security Deposit was not deposited into a separate account solely used for that purpose and if Landlord fails to  
124 provide Tenant with a copy of the List of Damages as required herein.

125 Landlord may recover the costs of any and all contractual damages to which he is entitled herein, plus the cost of  
126 any additional physical damages to the Leased Property which are discovered by Landlord after an inspection has  
127 been completed. Any additional physical damages must be discovered by Landlord by the *earlier* of:

128 1. Thirty (30) days after Tenant has vacated or abandoned the Leased Property

129 **OR**

130 2. Seven (7) days after a new tenant takes possession of the Leased Property.

131 If Tenant vacates the Leased Property with unpaid Rent or other amounts due to Landlord, Landlord may remove the  
132 Security Deposit and apply it toward the unpaid debt. If Tenant vacates the Leased Property not owing any Rent and  
133 a refund is due, Landlord shall send notice to the last known or reasonably determinable address of the amount of  
134 said refund to Tenant. If Tenant does not respond to said notice within sixty days from the sending of the notice,  
135 then Landlord may remove the Security Deposit and retain it free from any claim by Tenant or any other person.

136 **4. REPAIRS AND MAINTENANCE.**

137 Tenant acknowledges that Tenant has inspected the Leased Property prior to the Binding Agreement Date stated herein  
138 and acknowledges that it is in a clean, fit, and habitable condition. Tenant acknowledges that all appliances (if present  
139 on the Leased Property), including but not limited to the refrigerator, dishwasher, washer, dryer, garbage disposal,  
140 heating system, air conditioning system, swimming pool equipment, plumbing, smoke detectors, septic systems, security  
141 systems, gas logs, hot water heater, and light fixtures (including ceiling fans) are operable as of the Binding Agreement  
142 Date unless otherwise noted herein. Tenant's taking possession of the Leased Property is evidence that the Leased  
143 Property is in a clean, fit, and habitable condition.

144 The following shall be kept in good working order and repair, normal wear and tear excepted, by either Landlord or  
145 Tenant as follows [*Check all that apply. The sections not marked shall not be part of this Lease Agreement.*]:

	<u>TENANT</u>	<u>LANDLORD</u>		<u>TENANT</u>	<u>LANDLORD</u>
147 Fence	<input type="checkbox"/>	<input type="checkbox"/>	Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>
148 Driveway	<input type="checkbox"/>	<input type="checkbox"/>	Exterior walkways	<input type="checkbox"/>	<input type="checkbox"/>
149 Interior Walls	<input type="checkbox"/>	<input type="checkbox"/>	Patio/Porch	<input type="checkbox"/>	<input type="checkbox"/>

	<u>TENANT</u>	<u>LANDLORD</u>		<u>TENANT</u>	<u>LANDLORD</u>	
151	Carpet/Flooring	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping/Yard	<input type="checkbox"/>	<input type="checkbox"/>
152	Swimming Pool	<input type="checkbox"/>	<input type="checkbox"/>	Outbuildings	<input type="checkbox"/>	<input type="checkbox"/>

153 Any item not mentioned herein but existing on the Leased Property (other than furniture, fixtures and personal property  
154 of Tenant) shall be maintained by Landlord during the Lease Term and any extensions or hold-overs thereof.

155 Upon receipt of written notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair all defects  
156 in those facilities and systems that are the responsibility of Landlord to maintain in good working order and repair. If  
157 Tenant does not perform its maintenance and repair obligations as set forth herein as promptly as conditions require in  
158 case of Emergency (as defined herein) or within fourteen (14) days after written notice by Landlord specifying the  
159 breach and requesting that Tenant remedy it within that period, Landlord may enter the Leased Property and cause the  
160 work to be done in a workmanlike manner and submit an itemized bill for the cost of repairs to Tenant. Tenant shall pay  
161 said repair bill at the time that the next Rent payment is due. If Lease Agreement has been terminated, Tenant shall pay  
162 repair bill immediately. Tenant shall be responsible for the reasonable costs of any and all repairs made necessary by the  
163 negligence or willful misconduct of Tenant (including Tenant's family members, agents, employees, contractors,  
164 licensees, invitees, guests, pets or anyone or anything else under the control of Tenant). In the event that Tenant does not  
165 promptly pay for any repairs and/or maintenance required under the Lease following termination of the Lease, Landlord  
166 may deduct that amount from the Security Deposit. Tenant agrees to immediately contact Landlord in the event that any  
167 malfunction or damage occurs to the heating and air conditioning systems, the plumbing (including hot water heater),  
168 septic, electrical or roofing systems.

169 **5. LEAD BASED PAINT DISCLOSURE.**

- 170  does not apply.  
171  does apply (Property built prior to 1978 – see attached Lead Based Paint Disclosure for Rental Property).

172 **6. INSURANCE.**

173 Landlord shall maintain fire and casualty insurance on the structure of the Leased Property only during the Lease Term  
174 and any extensions thereof and shall provide proof of such to Tenant upon request. Tenant shall maintain adequate  
175 insurance for their personal property during the Lease Term and any extensions thereof and shall demonstrate as such to  
176 Landlord upon request. Landlord shall not be responsible for any damage to Tenant's property, unless such damage is  
177 caused by Landlord's gross negligence or willful misconduct.

178 **7. HOLDOVER AND RENEWAL.**

179 Tenant shall provide written notice to Landlord no later than thirty (30) days prior to the end of the Lease Term as to  
180 Tenant's intent to renew or terminate this Lease at the end of the Lease Term. If Tenant wishes to renew the Lease, then  
181 Landlord, at his sole discretion, may enter into a new lease agreement with Tenant. If Tenant fails to provide said notice  
182 or if Tenant remains in possession of the Leased Property following the Lease Term, a hold-over period shall be created.  
183 In the event of a hold-over period, a month-to-month tenancy shall be created at a new rent of \_\_\_\_\_  
184 dollars (\$ \_\_\_\_\_) per month payable on the first (1<sup>st</sup>) of each month with the first increased monthly rent  
185 being paid on the first (1<sup>st</sup>) of the initial month of the hold-over period. All other terms and conditions of this Lease shall  
186 remain in full force and effect during the month-to-month tenancy and shall continue as such until the termination of  
187 such holdover period.

188 **8. APPLICATION FOR LEASE.**

189 As a precondition to Tenant's leasing of the Leased Property, Tenant agrees to provide, in advance, the information  
190 requested in the Tenant Information Addendum which is attached hereto and hereby authorizes its verification and  
191 obtaining of a credit report. The credit report and employment verification is to be obtained within seven days from the  
192 date upon which the Tenant Information Addendum has been delivered to Landlord. In the event that the credit report  
193 and/or employment verification does not meet with Landlord's approval or if any of the information provided therein is  
194 misleading or untrue, Landlord may, at his discretion, terminate this Lease.

195 **9. PROPERTY CONDITION.**

196 Tenant agrees to maintain the Leased Property in the same or better condition than it was as of the Binding Agreement  
197 Date, normal wear and tear excepted. Tenant further agrees to return possession of the Leased Property to Landlord in  
198 the same or better condition as of the Binding Agreement Date and will be held responsible if there is damage to the  
199 Leased Property, normal wear and tear excepted, or items included in the Agreement are removed. Tenant agrees not to  
200 alter, improve, or make any additions to the Leased Property without the prior written consent of Landlord. Tenant shall  
201 remove any and all ashes, rubbish, garbage, and other waste from the Leased Property.

202 **10. RULES AND REGULATIONS.**

- 203 A. The Leased Property shall only be used as a one family, residential unit;

- 204 B. Tenant is prohibited from adding, changing or in any way altering the locks installed on the doors of the Leased  
205 Property without prior written consent of Landlord. If all keys and garage door openers to the Leased Property are  
206 not returned when Tenant vacates the Leased Property, Landlord may charge a re-key charge in the amount of  
207 \$ \_\_\_\_\_.
- 208 C. Non-operative vehicles are not permitted on the Leased Property. Any such non-operative vehicle may be removed  
209 by Landlord at the expense of Tenant after providing a ten day written notice posted on such vehicle, and Tenant  
210 shall have no right or recourse against Landlord thereafter.
- 211 D. No goods or materials of any kind or description which are combustible or would increase fire risk shall be kept in  
212 or placed on the Leased Property.
- 213 E. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rods may be placed  
214 in walls, woodwork or any part of the Leased Property.
- 215 F. Tenant shall not place any objects or personal property in a manner that is inconsistent with the load limits of the  
216 Leased Property. Waterbeds, pianos, aquariums and other such heavy furniture or equipment shall only be permitted  
217 on Leased Property with written consent of Landlord.
- 218 G. Boats, trailers, recreation vehicles (RVs), and campers are not permitted on the Leased Property.
- 219 H. No animals, birds or pets of any kind shall be permitted on the Leased Property without prior written consent of  
220 Landlord.
- 221 I. Tenant will not deliberately or negligently destroy, deface, damage, impair or remove any part of the Leased  
222 Property or permit any person to do so.
- 223 J. Tenant will act and require other persons on the Leased Property to act in a manner that will not disturb the  
224 neighbors' peaceful enjoyment of their property.
- 225 K. Tenant will not engage in any illegal activity nor will permit any other persons on the Leased Property to engage in  
226 illegal activity.
- 227 L. During freezing temperatures, Tenant agrees to take all reasonable steps to protect pipes from freezing.
- 228 M. Landlord may establish additional reasonable Rules and Regulations concerning the maintenance, use, and operation  
229 of the Leased Property. Amendments and additions to the Rules and Regulations shall be effective upon delivery of  
230 a copy thereof to Tenant.

#### 231 11. UTILITIES AND SERVICES.

232 Tenant agrees to pay all costs of connecting Utilities (water, electricity, sewer and/or natural gas) and/or Services  
233 (including but not limited to garbage pickup, cable or satellite television, telephone service, security alarm service, and  
234 internet service), deposits for same and costs of Utilities and/or Services incurred during the Lease Term. Tenant shall  
235 cause all accounts to be placed in Tenant's name no later than the first day of the Lease Term. If Tenant fails to place all  
236 Utilities in his/her name within three (3) days of occupancy, then Landlord shall terminate the Utilities if in the name of  
237 Landlord. No satellite dishes shall be installed on the Leased Property without the prior written consent of Landlord.

#### 238 12. FIRE OR CASUALTY DAMAGE.

239 In the event that the Leased Property is damaged or destroyed by fire or casualty to an extent that the use of the Leased  
240 Property is Substantially Impaired, Tenant may:

- 241 (a) immediately vacate the Leased Property, and  
242 (b) shall notify the Landlord in writing within fourteen (14) days thereafter of Tenant's intention to terminate the  
243 Lease, in which case the Lease terminates as of the date of vacating.

244 Substantially impaired ("Substantially Impaired") for purposes of this Lease means that the Leased Property has been  
245 deemed unfit for human habitation by a governmental authority.

246 In the event that the Leased Property is damaged or destroyed by fire or casualty to an extent that restoring it to its  
247 undamaged condition requires the Tenant to vacate the Leased Property, Landlord is authorized to terminate this Lease  
248 within fourteen (14) days of providing written notice to Tenant. If the Lease is terminated, Landlord shall return all  
249 prepaid Rents and Security Deposits. Accounting for Rent in the event of termination or apportionment is to occur as of  
250 the date Tenant returns keys to Landlord or the date on which Tenant vacated Leased Property, whichever is earlier.

#### 251 13. RESPONSIBILITY OF LANDLORD.

252 During the Lease Term, Landlord agrees to make timely payment of the existing mortgage(s) on subject property and  
253 pay all property taxes and association fees, if applicable, when due. If Landlord fails to make such mortgage payments  
254 in a timely manner, or to pay all real estate taxes or association fees thereon, Tenant shall have the right to elect to cancel  
255 and rescind this Lease Agreement by giving written notice to Landlord of such election and Tenant shall thereupon be  
256 entitled to a return of all prepaid Rents and the Security Deposit, or in the alternative, Tenant may elect to pay such  
257 delinquent mortgage payments to the mortgagee and/or pay any delinquent taxes or association fees on said Leased

258 Property and shall receive full credit for such sums as may be extended by Tenant toward the amount owed to Landlord  
259 under the terms of this Lease Agreement. In such case, this Lease Agreement shall remain in full force and effect.

260 **14. SUBLET AND ASSIGNMENT.**

261 Tenant may not sublet the Leased Property in whole or in part or assign this Lease without the prior written consent of  
262 Landlord.

263 **15. DEFAULT.**

264 **A. Waiver of Notice.**

265 **Written notice of failure to pay Rent is hereby waived by Tenant.**

266 **B. Notice of Breach or Termination of Lease.**

267 In the event that Tenant breaches this Lease and/or engages in any of the conduct listed below, Landlord may, in  
268 Landlord's sole discretion, elect to do either of the following:

269 **1. Notice.**

270 In the event that Tenant is materially noncompliant with this Lease and/or engages in any of the following  
271 conduct:

- 272 • fails to comply with obligations imposed on Tenant by applicable building and housing codes;
- 273 • fails to keep Leased Property in as clean and safe condition as when Tenant took possession;
- 274 • fails to dispose of all ashes, rubbish, garbage or other waste to designated collection areas;
- 275 • deliberately or negligently destroys, defaces, damages, impairs or removes any part of the Leased  
276 Property or permits any other person to do so;
- 277 • engages in illegal activity on the Leased Property; OR
- 278 • acts or permits others on the Leased Property (with or without Tenant's consent) to act in a manner  
279 which disturbs the neighbors' peaceful enjoyment of the premises,

280 which materially affects health and safety, Landlord may, in Landlord's sole and reasonable discretion, deliver a  
281 written notice to Tenant specifically stating the acts and omissions constituting the violation and that the Lease  
282 is subject to termination ("Notice of Default").

283 **a. Breach remediable by payment of Rent, cost of repairs, damages or other monetary amounts**  
284 **due.**

285 If the breach is remediable by payment of Rent, cost of repairs, damages or any other amount due to  
286 Landlord, Landlord may advise Tenant that he has fourteen (14) days from date of receipt of Notice of  
287 Default to remediate the breach. If the breach is not remediated within the fourteen (14) days,  
288 Landlord may elect to terminate the Lease. In the event that Tenant is to make repairs to cure the  
289 breach, these repairs must be requested in writing by the Tenant and authorized by Landlord prior to  
290 making any repairs. These repairs are only allowed in the event that Landlord advises Tenant that  
291 prior authorization for repairs is required in the Notice of Default.

292 If Tenant engages in substantially similar conduct which constituted a prior breach within six (6)  
293 months of the previous breach, Landlord may terminate the Lease upon at least seven (7) days' written  
294 notice documenting the breach and the date of the termination of the Lease.

295 **b. Breach not remediable by payment of Rent, cost of repairs, damages or other monetary amounts**  
296 **due.**

297 If the breach for which notice was given is not remediable by the payment of Rent, cost of repairs,  
298 damages, or any other amount due to Landlord, Landlord may advise Tenant that the Lease shall  
299 terminate upon a date not less than fourteen (14) days after receipt of the Notice of Default.

300 **2. Termination.**

301 In the event that Tenant breaches this Lease by failing to pay Rent, Landlord may, in  
302 Landlord's sole and reasonable discretion, terminate this Lease Agreement and proceed with  
303 a detainer action for possession of the Leased Property.

304 Election of either option 1 or 2 above does not bind Landlord to take such action in the event of a similar violation in  
305 the future.

- 306 C. In the event that Landlord terminates the Lease, Landlord shall have the right to secure another tenant for the Leased  
307 Property. In any event, Tenant shall remain liable to Landlord for any and all Rent due under the terms of this Lease  
308 for the entire Lease Term.
- 309 D. Abandonment by Tenant is considered a default under the terms of this Lease.
- 310 E. Landlord may recover damages and/or obtain injunctive relief for violation of the terms of this Lease and/or for any  
311 of the following:
- 312 • Tenant failing to comply with obligations imposed on Tenant by applicable building and housing codes;
  - 313 • Tenant failing to keep Leased Property in as clean and safe condition as when Tenant took possession;
  - 314 • Tenant failing to dispose of all ashes, rubbish, garbage or other waste to designated collection areas;
  - 315 • Tenant deliberately or negligently destroying, defacing, damaging, impairing or removing any part of the  
316 Leased Property or permitting any other person to do so;
  - 317 • Tenant engaging in illegal activity on the Leased Property; OR
  - 318 • Tenant acting or permitting others on the Leased Property (with or without Tenant's consent) to act in a  
319 manner which disturbs the neighbors' peaceful enjoyment of the premises.
- 320 F. Landlord may recover punitive damages from Tenant for the willful destruction of property caused by Tenant or by  
321 any other person on the Leased Property with Tenant's consent.

322 **16. ATTORNEY'S FEES AND COURT COSTS.**

323 Tenant agrees to pay all reasonable attorneys' fees together with any court costs and expenses which Landlord incurs in  
324 any action for breach of this Lease Agreement or failure to pay Rent.

325 **17. RIGHT OF ACCESS.**

326 Landlord and Landlord's agents shall have the right to access the Leased Property for inspection; to make necessary or  
327 agreed repairs, decorations, alterations, or improvements; to supply necessary or agreed to services; or to exhibit the  
328 Leased Property to prospective or actual purchasers, mortgagees, workers or contractors during reasonable hours with  
329 Tenant's consent which shall not be unreasonably withheld. In case of an Emergency, Landlord and Landlord's agents  
330 may enter the Leased Property without Tenant consent. An "Emergency" is a sudden, generally unexpected occurrence  
331 or set of circumstances which demands immediate action. If any of the Utilities have been turned off due to no fault of  
332 Landlord, Landlord and Landlord's agents may enter the Leased Property in order to make inspection to ascertain any  
333 damages to the Leased Property and to make any necessary repairs of damage resulting from the lack of Utilities.  
334 Landlord shall also have right of access to the Leased Property under the following circumstances: (1) pursuant to a court  
335 order; (2) following the fourteen day cure period listed in paragraph 15 herein if Tenant fails to cure default; (3) if  
336 Tenant has abandoned or surrendered the Leased Property; or (4) if Tenant is deceased, incapacitated, or incarcerated.  
337 Landlord shall also be permitted to enter the Leased Property when reasonably necessary during Tenant absence for  
338 more than seven days. The parties hereby agree that the Landlord and Landlord's agents shall also be permitted to enter  
339 the Leased Property beginning thirty (30) days' prior to the Agreement's termination date for the purpose of showing the  
340 Leased Property to prospective tenants. Landlord shall give notice (does not necessarily have to be written notice) to  
341 Tenant at least twenty-four (24) hours prior to entry for showing purposes.

342 **18. ABANDONMENT.**

343 Tenant is required to notify Landlord in writing of any anticipated absence from the Leased Property in excess of seven  
344 (7) days. Notice shall be given on or before the first day of any extended absence. Tenant's unexplained or extended  
345 absence from the Leased Property for thirty (30) days or more without payment of Rent as due shall be prima facie  
346 evidence of abandonment. In such event, Landlord may re-enter and take possession of the Leased Property.

347 Tenant's nonpayment of Rent for fifteen (15) days past the Rent due date combined with other reasonable factual  
348 circumstances indicating Tenant has permanently vacated the Leased Property, including, but not limited to, the removal  
349 by Tenant of substantially all of Tenant's possessions and personal effects from the Leased Property, or Tenant's  
350 voluntary termination of Utilities to the Leased Property, shall also be prima facie evidence of abandonment. Landlord  
351 will then be permitted to post notice at the Leased Property and send notice to Tenant by regular mail, postage prepaid to  
352 the address of the Leased Property that:

- 353 (a) Landlord has reason to believe that Tenant has abandoned the Leased Property;
- 354 (b) Landlord intends to re-enter and take possession of the Leased Property, unless Tenant contacts Landlord within  
355 ten (10) days of the posting and mailing of the notice;
- 356 (c) if Tenant does not contact Landlord within the ten day period, Landlord intends to remove any and all  
357 possessions and personal effects remaining in or on the Leased Property and to re-rent the Leased Property; and
- 358 (d) if Tenant does not reclaim the possessions within thirty (30) days of Landlord taking possession of the  
359 possessions and personal effects, Landlord intends to dispose of Tenant's possessions and personal effects.

360 Landlord will include a telephone number and mailing address at which he may be contacted in aforementioned notice.  
361 If Tenant does not claim personal property within an additional thirty (30) days following Landlord's re-entry to Leased  
362 Property and taking possession of Tenant's personal property, Landlord may sell or dispose of said personal property and  
363 apply the proceeds of said sale to unpaid Rents, damages, storage fees, sale costs, court costs, advertisement and  
364 attorney's fees. Any balances are to be held by Landlord for Tenant for a period of six (6) months subsequent to the sale  
365 date, and thereafter will become the property of Landlord.

366 **19. TERMINATION FOR VIOLENCE OR THREAT TO HEALTH, SAFETY, OR WELFARE.**

367 Notwithstanding any other provision of this Lease, Landlord may terminate this Lease within three (3) days from the  
368 receipt of written notice by Tenant if Tenant or any other person on the Leased Property with the consent of Tenant:

- 369 (a) Willfully or intentionally commits a violent act;
- 370 (b) Behaves in any manner which constitutes or threatens to be a real and present danger to the health, safety or  
371 welfare of the life or property of other tenants or persons on the Leased Property; or
- 372 (c) Creates a hazardous or unsanitary condition on the Leased Property that affects the health, safety, or welfare or  
373 the life or property of other tenants or persons on the Leased Property.

374 **20. NOTICE.**

375 Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and  
376 delivered (1) in person, (2) by prepaid overnight delivery service, (3) by facsimile transmission(FAX), (4) by the United  
377 States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email (if provided herein).  
378 Notice shall be deemed to have been given as of the date and time it is actually received unless otherwise provided  
379 herein. Notices shall be provided to the parties at the address shown below, unless otherwise provided by the parties in  
380 writing. Landlord designates the party listed below as his agent for service of any and all notices.

381 Landlord

Tenant

382 \_\_\_\_\_  
383 Parks Property Management, LLC as Agent  
384 8119 Isabella Lane, Suite 105, Brentwood TN 37027  
385 Telephone #: 615-574-7343  
386 Fax # \_\_\_\_\_  
387 E-mail ppm@bobparks.com

382 \_\_\_\_\_  
383 \_\_\_\_\_  
384 Telephone #: \_\_\_\_\_  
385 Fax # \_\_\_\_\_  
386 E-mail \_\_\_\_\_



388 **21. NOTICE TO LANDLORD OF REPAIRS NEEDED.**

389 In the event that there is a malfunction or defect in the electrical wiring or fixtures; heating and air conditioning system;  
390 plumbing; hot water heater; gas pipes; or any other item which is to be maintained by Landlord as determined herein,  
391 Tenant shall immediately notify Landlord in writing so that Landlord may make any required repairs. Tenant agrees that  
392 Landlord shall not be liable for any damages resulting from any temporary malfunctions or defects to any of these  
393 systems or other appliances on the Leased Property, unless said malfunction is due to the gross negligence or willful  
394 misconduct of Landlord. Tenant shall be responsible for the reasonable cost of repairs made necessary by Tenant's  
395 negligence or willful misconduct or Tenant's failure to pay utility bills.

396 **22. PROPERTY MANAGEMENT COMPANY.**

397 The property management company, if any, of the Leased Property is as follows:

398 Company: Parks Property Management, LLC  
399 Manager: Travis Swanson  
400 Address: 8119 Isabella Lane, Suite 105, Brentwood TN 37027  
401 Telephone Number: 615-574-7343 Email: travis@parksathome.com

402 **23. CONDEMNATION.**

403 If all or any part of the Leased Property is taken or appropriated by any public or quasi-public authority under the power  
404 of eminent domain, and if the remaining portion of the Leased Property is thereby rendered untenable or unusable for  
405 the purposes herein stated, this Lease shall terminate when the condemning authority takes possession, and any Rent paid  
406 for any period beyond possession by the condemning authority shall be repaid to Tenant. Landlord shall receive the  
407 entire condemnation award without deduction therefrom for an interest of Tenant in the Leased Property, but Tenant  
408 shall have the right to make a separate claim with the condemning authority for, and to receive therefore, (a) any moving  
409 expenses incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in connection  
410 with any alteration or improvement made by Tenant to the Leased Property; (c) the value of Tenant's personal property  
411 taken; and (d) any other separate claim which Tenant may be permitted to make under applicable law, provided that such  
412 other separate claims shall not reduce or adversely affect the amount of Landlord's award.



413 **24. HOLD HARMLESS.**

414 Both Landlord and Tenant understand and agree that neither Broker nor licensee for either party is acting in the capacity  
415 of a property manager in this transaction unless otherwise stated herein. Furthermore, it is understood and agreed that  
416 the real estate firms and real estate licensee(s) representing or assisting Landlord or Tenant (collectively "Brokers") are  
417 not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Landlord or  
418 Tenant. Landlord and Tenant agree that Brokers shall not be responsible for any of the following, including but not  
419 limited to those matters which could have been revealed through a survey, flood certification, title search or inspection of  
420 the Leased Property; for the condition of the Leased Property, any portion thereof, or any item therein; for building  
421 products and construction techniques; for any geological issues present on the Leased Property; for any issues arising out  
422 of the failure to physically inspect the Leased Property prior to entering into this Agreement and/or date of possession;  
423 for the necessity or cost of any repairs to the Leased Property; for hazardous or toxic materials; for the tax or legal  
424 consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community  
425 amenities; for any proposed or pending condemnation actions involving the Leased Property; for applicable boundaries  
426 of school districts or other school information; for the appraised or future value of the Leased Property; for square  
427 footage or acreage of the Leased Property; for any condition(s) existing off the Leased Property which may affect the  
428 Leased Property; and for the uses and zoning of the Leased Property whether permitted or proposed. Landlord and  
429 Tenant acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any  
430 advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not  
431 assert any claims against Brokers (including their firms and affiliated licensees) involving same. Landlord and Tenant  
432 understand that it has been strongly recommended that if any of these matters or any other matters concerning the Leased  
433 Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of  
434 Landlord's or Tenant's choice for the independent expert advice and counsel relative thereto.

435 **25. BROKERAGE.**

436 As specified by separate agreement, Landlord agrees to pay Listing Broker the agreed upon compensation. The Listing  
437 Broker will pay Leasing Broker, from the compensation received, an amount, if any, in accordance with the terms and  
438 provisions specified by separate agreement. The parties agree and acknowledge that the Brokers involved in this  
439 transaction may receive compensation from more than one party. All parties to this Agreement agree and acknowledge  
440 that any real estate firms involved in this transaction shall be deemed a third party beneficiary only for the purposes of  
441 enforcing their commission rights, and as such, shall have the right to maintain an action on this Agreement for any and  
442 all compensations due and any reasonable attorney's fees and court costs.

443 **26. OTHER PROVISIONS.**

444 **A. Entire Agreement.**

445 This Lease shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal  
446 representatives and permissible assigns. This Lease constitutes the sole and entire agreement between the parties  
447 hereto and no modification of this Lease shall be binding unless signed by all parties or permissible assigns to this  
448 Lease. No representation, promise, or inducement not included in this Agreement shall be binding upon any party  
449 hereto. Any permissible assignee shall fulfill all the terms and conditions of this Lease. It is hereby agreed by both  
450 Landlord and Tenant that any real estate agent working with or representing either party shall not have the authority  
451 to bind the Landlord, Tenant, or any assignee to any contractual agreement unless specifically authorized in writing  
452 within this Agreement.

453 **B. Governing Law and Venue.**

454 This Lease is intended as a contract for the lease of residential real property and shall be governed by and interpreted  
455 in accordance with the laws and in the courts of the State of Tennessee.

456 **C. Time of Essence.**

457 Time is of the essence in this Lease.

458 **D. No waiver.**

459 Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this  
460 Lease or any of the rules and regulations set forth herein shall not operate as a waiver of any such Lease provision or  
461 of Landlord's right to insist on a prompt compliance in the future of such covenant or condition, and shall not  
462 prevent a subsequent action by Landlord for any future violation. No provision, covenant or condition of this Lease  
463 may be waived by Landlord unless such waiver is in writing and signed by Landlord.

464 **E. Terminology.**

465 As the context may require in this Lease: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall  
466 mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the  
467 feminine and vice versa; (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s)  
468 ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the

469 location of the Leased Property; and (5) the term legal holiday shall be January 1; the third (3<sup>rd</sup>) Monday in January,  
470 known as Martin Luther King, Jr. Day; the third (3<sup>rd</sup>) Monday in February, known as President's Day; Good Friday;  
471 the last Monday in May, known as Memorial Day; July 4<sup>th</sup>; the first (1<sup>st</sup>) Monday in September, known as Labor  
472 Day; the second (2<sup>nd</sup>) Monday in October, known as Columbus Day; November 11<sup>th</sup>, known as Veteran's Day; 4<sup>th</sup>  
473 Thursday in November, known as Thanksgiving Day; and December 25<sup>th</sup>. If a deadline falls on a Saturday, Sunday  
474 or legal holiday, the deadline shall roll to the next business day unless otherwise stated herein.

475 **F. Equal Housing.**

476 This Leased Property is being leased without regard to race, color, sex, religion, handicap, familial status, or national  
477 origin.

478 **G. Severability.**

479 If any portion or provision of this Lease is held or adjudicated to be invalid or unenforceable for any reason, each  
480 such portion or provision shall be severed from the remaining portions or provisions of this Lease, and the remaining  
481 portions or provisions shall be unaffected and remain in full force and effect and the Lease shall be interpreted so as  
482 to bring the Lease into compliance with all applicable laws.

483 **27. METHOD OF EXECUTION.**

484 The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal, or by transmittal of  
485 digital signature as defined by the applicable State or Federal law will be acceptable and may be treated as originals and  
486 that the final Lease Agreement containing all signatures and initials may be executed partially by original signature and  
487 partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal  
488 law.

489 **28. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

490 \*\*\*\*\*Enter Payment Instructions Here\*\*\*\*\*  
491 \*Tenant(s) agree to have all utilities placed in their name by possession date.  
492 \*Tenant(s) agree to follow all HOA/governmental rules & regulations.  
493 \*Tenant(s) agree to change the HVAC filter monthly  
494 \*Carpets are to be professionally cleaned when vacating the property at the end of the lease term  
495 with a paid receipt provided to Parks Property Management, LLC.  
496

497 **LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have**  
498 **any questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is**  
499 **authorized or qualified to give you any advice about the advisability or legal effect of its provisions.**

500 **NOTE: Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this**  
501 **Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have**  
502 **received a copy of this Agreement.**

503 The party(ies) below have signed and acknowledge receipt of a copy.

504 <input type="text"/>	504 <input type="text"/>
505 <b>TENANT</b>	505 <b>TENANT</b>
506 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	506 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
507 <b>Date</b>	507 <b>Date</b>

508 The party(ies) below have signed and acknowledge receipt of a copy.

509 <input type="text"/>	509 <input type="text"/>
510 <b>LANDLORD</b>	510 <b>LANDLORD</b>
511 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	511 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
512 <b>Date</b>	512 <b>Date</b>

513 **For Information Purposes Only:**

514 \_\_\_\_\_  
515 Listing Company

514 \_\_\_\_\_  
515 Leasing Company

516 \_\_\_\_\_  
517 Independent Licensee

516 \_\_\_\_\_  
517 Independent Licensee

518 *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 contents 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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