

Lease Agreement

v.10092019

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into on **[[Current_Date]]** by and between **[[Rental_Owners_Full_Name]]** (hereinafter referred to as "Landlord") and **[[Tenants_Full_Name]]** (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Shelby County, Tennessee, such real property having a street address of **[[Property_Address_Line_1]] [[Property_Address_Line_2]] [[Property_City]] [[Property_State]] [[Property_Postal_Code]]** (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and **WHEREAS**, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, beginning on **[[Lease_Start_Date]]** and ending at 11:59 PM on **[[Lease_End_Date]]**.
2. **RENT.**
 - You will pay \$**[[Lease_Rent]]** per month on or before the 1st day of each month WITHOUT DEMAND OR NOTICE; NOTICE AND DEMAND HEREBY BEING EXPRESSLY WAIVED.
 - Prorated rent of **[[Lease_Prorated_First_Month_Rent]]** is due simultaneously with Tenant's execution of this Agreement as rent for the remainder of the 1st month.
 - Prorated rent of **[[Lease_Prorated_Last_Month_Rent]]** is due on the 1st day of the last month of the term of this Agreement.
 - All such rent payments shall be made to Landlord at Landlord's address or online through tenant portal on or before the due date and without notice or demand; notice and demand hereby being expressly waived.
3. **LATE CHARGE.**
 - If Rent is not received in full on or before the fifth (5th) day of each month, a late charge equal to ten percent (10%) the Rent due that month shall be charged to Tenant. ("Late Charge").
 - If the bank returns a Rent check unpaid, Tenant shall owe Landlord an additional charge of **\$50** to cover the expense of processing.
 - Tenant's right to possession is expressly contingent on the timely payment of rent, and the use of the Premises by Tenant is obtained only on the condition that rent is paid each month on or before the first day of each month.

Initials: **[[Adobe_Tenant_Initials]]**

4. DAMAGE DEPOSIT.

- Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of \$ **[[Lease_Security_Deposit]]** DOLLARS receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof, for damage affected to the Premises, cleanup or removal of any debris or possessions of Tenant left in the Premises or any unpaid rent or other damages resulting from Tenant's non-performance of any terms of this Agreement. Such deposit shall be returned to Tenant, without interest, and less any set off for damages or neglect to the Premises, or any of the other aforementioned reasons, upon the termination of this Agreement. This damage deposit will be held in a separate account from rent payments, and it is agreed that this deposit is not an advance payment of rent. Tenant hereby understands and agrees that this deposit shall not be Landlord's exclusive remedy in the event Tenant damages the Premises. Tenant shall be responsible to Landlord for all damage the Premises, including damage in excess of the amount of the deposit. Landlord shall be entitled to pursue all legal and equitable claims and remedies to recover from Tenant any damage Tenant causes to the Premises.

5. RENEWAL OR HOLDOVER. This Agreement is not constructed to be automatically renewed at the end of the term drawn.

- Intent to renew by Tenant will be assumed, but all parties must sign a new agreement at the conclusion of the initial Term in order to activate a renewal term for a specific term of months or years at an agreed upon rental rent.
- If Tenant intends to vacate the Premises upon the expiration of the initial Term, Tenant must give at least sixty (60) days written notice prior to expiration. Oral notice of termination or oral discussion of same has no validity.
- If sixty (60) days' notice of non-renewal is not given prior to end of lease term, a new tenancy from month-to-month will be created and Tenant will pay 125% of monthly rent agreed. This month-to-month tenancy can be terminated by Tenant or Landlord with sixty (60) days written notice.

6. USE OF PREMISES. The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of **[[Tenants_Full_Name]]**, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Only the Tenants listed herein may occupy the Premises. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Notwithstanding the foregoing, no visitors of Tenant may use or occupy the Premises longer than seven (7) days without Landlord's express written consent. Tenant's occupancy of the Premises shall be peaceful and proper, and Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. Tenant is responsible for the conduct and actions of any of Tenant's visitors, guests or invitees. Should Tenant, or anyone on or about the Premises at the invitation of Tenant, create a nuisance or disturbance of any nature, or in any way violate the terms of this Agreement, Landlord may at its option declare same a breach of this Agreement pursuant to Section 21 hereof.

Initials: **[[Adobe_Tenant_Initials]]**

7. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of entering into this Agreement in good order, repair, and in a safe, clean and tenantable condition, and Tenant accepts the Premises in its "as is" condition.
8. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement or sub-let or grant any license to use the Premises or any part thereof, without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
9. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
10. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
11. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
12. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises. At the conclusion of Tenant's occupancy of the Premises, Tenant shall coordinate with Landlord to transfer all utilities back into the name of the Landlord. Should Tenant fail to coordinate the transfer of utilities to Landlord, Tenant shall be responsible for any costs and expenses incurred by Landlord to restart utilities on the Premises. Landlord shall be entitled to deduct any such costs and expenses from Tenant's damage deposit as set forth in Section 3 hereof. Should no damage deposit remain after deduction of other costs, Tenant shall remain liable to Landlord for the costs and expenses described in this Section 11.
13. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Repeat offenses are grounds for eviction. Without limiting the generality of the foregoing, Tenant shall be responsible for upkeep and maintenance, including but not limited to the following:
 - o Change the air filter every quarter / 4x during annual lease. Tenant shall also spray condenser unit with water outside of property after changing air filter. Resident agrees to allow landlord access to inspect air filter during lease, with 24-hour notice given by Landlord

Initials: **[[Adobe_Tenant_Initials]]**

- Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only
- Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair.
- Not obstruct or cover the windows or door
- Not leave windows or doors in an open position during any inclement weather
- Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space
- Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord
- Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant
- And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises and shall not make or permit any loud or improper noises, or otherwise disturb other residents or neighbors.
- Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents or neighbors.
- Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements. Trash bins are not permitted in front of the house and must be kept along the back or side of the house
- Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them
- Abide by the city ordinances for living and dwelling and abstain from code violations. If at any time the Landlord is fined or in any way penalized by local authorities due to a code violation from the Tenant, the Tenant will be responsible for any fine(s), cost of bringing the home back up to standard and may be subject to lease termination
- No person shall openly store or keep any equipment, materials or furnishings on any residential property that is dangerous to public health, safety or welfare; or any item that creates an unsightly condition that would reduce property value or promote urban blight. This may include, but is not limited to, indoor furniture, household appliances, auto parts or building materials
- Tenant is responsible for all regular, routine, and reasonable lawn care and maintenance Keep the yard in good condition with grass mowed throughout the growing season, and leaves picked up by December 17th. Flower beds will need leaves cleaned out by March 1st to allow for good health and proper growing
- If landlord provides a clothes dryer, the filter must be cleared after every use
- Not smoke in the house
- Test and maintain smoke detectors and replace smoke detector batteries as needed.
- Replace light bulbs as needed with bulbs of equivalent quality and wattage.
- Parking is limited to the driveway and paved street. Parking in lawn/yard is not permissible and can allow Landlord to terminate the lease
- Accumulation of junk, debris and trash is not allowed. This includes, but is not limited to, organic waste, foliage, or trash

Initials: [[Adobe_Tenant_Initials]]

- Not park boats, trailers, campers, recreational or commercial vehicles on or at the property unless agreed by Landlord in writing.
- Place all furniture on protective feet so not to scratch or damage that hardwood floors.
- A BBQ grill may be stored or used on the patio or balcony only with the express understanding that the Tenant is solely liable for any damage resulting from storage or use. Tenant understands that if Premises has vinyl siding, the BBQ grill must be used at a distance six (6) feet from the siding and that Tenant will be held liable for any damages as the result of storage or use
- Tenant shall not place any objects or personal property in a manner that is inconsistent with the load limits of the Premises. Waterbeds, pianos, aquariums and other such heavy furniture or equipment shall only be permitted on Premises with written consent of Landlord
- Non-operative vehicles are not permitted. Any non-operative vehicle may be removed by Landlord at the expense of Tenant after providing a ten (10) day written notice to Tenant, and Tenant shall have no right or recourse against Landlord thereafter.
- Tenant will not engage in any illegal activity nor will permit any of Tenant's guests, visitors or invitees on the Premises to engage in illegal activity.
- Landlord may establish additional reasonable Rules and Regulations concerning the maintenance, use, and operation of the Premises. Amendments and additions to the Rules and Regulations shall be effective upon delivery of a copy thereof to Tenant
 - **TENANT HAS READ AND UNDERSTANDS THESE RESPONSIBILITIES:** **[[Adobe_Tenant_Initials]]**

14. **REPAIRS AND MALFUNCTIONS.** To the extent that necessary repairs are not the responsibility of Tenant as set forth above, Tenant agrees to request all repairs and services in writing to Landlord. Landlord shall have the right to temporarily turn off equipment and/or utilities to avoid damage to property or to perform repairs or maintenance, which require such interruption. Subject to the provisions of Section 14, below, Landlord reserves the right to determine the most appropriate repairs for each circumstance to restore the Premises to the same or reasonably similar condition. Landlord will act with due diligence in performing necessary repairs but does not guarantee response or repair times. Furthermore, Tenant agrees to coordinate with and meet necessary maintenance and repair contractors at the Premises to grant access. Should Tenant fail to meet any maintenance or repair contractor at an agreed upon time, Tenant shall be responsible for any service fee charged as a result of the missed appointment. If Tenant fails to pay any service fee within fifteen (15) days of receiving notice of same, Landlord may pay the fee and charge Tenant additional rent equal to the fee in the following month.

15. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rent provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rent up to such date and Landlord refunding rent collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Agreement. In the event that Landlord exercises its right to repair such uninhabitable portion, the applicable rent shall abate in the proportion that the injured part bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue

Initials: **[[Adobe_Tenant_Initials]]**

according to its terms. Landlord shall not be liable to Tenant, Tenant's invitees or guests, or any other person for any damage or loss to person or any property, real or personal, caused by Tenant, Tenant's invitees or guests, or any other person. Landlord shall not be liable to Tenant, Tenant's invitees or guests, or any other person for personal injury or property damage caused by fire, flood, water leaks, rain, hail, smoke, fire, ice, explosions, interruptions of utilities, acts of God or any other cause whatsoever unless caused by Landlord's negligence. Landlord shall not be liable to Tenant, Tenant's invitees or guests, or any other person for any damage or loss to person or property caused by criminal conduct of third parties. Landlord has no duty to remove snow, ice, sleet, or other natural accumulations, but Landlord may choose to do so, in whole or in part. Tenant understands and agrees that Landlord does not carry any insurance for the benefit of Tenant or to insure Tenant's personal property. Tenant understands that it is responsible for obtaining and maintaining his/her own insurance to protect against damage to person or property on the Premises.

16. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right, with 48 hour notice, during the term of this Agreement and at any renewal, enter the Premises for the purpose of inspecting the Premises and all buildings and improvements, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Agreement. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
17. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
18. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as it was at the commencement of this Agreement, reasonable wear and tear excepted.
19. **ANIMALS. No animals without consent.** Should Tenant be entitled to keep a domestic dog, cat or bird on the Premises, Tenant shall pay to Landlord additional rent and an additional pet security deposit as outlined in addendums attached to this Agreement which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building and other maintenance required. Any pets agreed to by the landlord must be neutered/spayed, registered with the city, have properly maintained shot records, be kept on anti-flea & tick medication and be declawed (cats). Tenant must have prior written approval to keep a dog or dogs on premises and must not be over twenty (20) pounds, not have an aggressive personality, and not be of a breed or a mixed breed which could be considered to be a dangerous dog. A service, guide, signal, or support animal shall not be considered a "Pet," according to the Americans with Disabilities Act (ADA), as long as the animal is being used by the Tenant to support a disability or handicap, or the Tenant is training the animal(s). No pet/animal shall be brought onto the Premises (even temporarily) without the express written permission of the Landlord. If a pet has been in the Premises at any time during the Tenant's occupancy (with or without the Landlord's consent), a charge may be made for de-fleaing, deodorizing, and/or shampooing, and/or damages occasioned by the pet.

Initials: **[[Adobe_Tenant_Initials]]**

Any animals on the property not registered under this Rental Agreement will be presumed to be strays and will be disposed of according to law, at the option of the Landlord. Furthermore, if Tenant is found to be keeping one or more unauthorized pets on the Premises, Landlord may terminate this Agreement as set forth herein. **No dogs in which the landlord's insurance company deems 'vicious' shall be allowed onto the property.**

20. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
21. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
22. **DEFAULT.** As authorized under this Agreement and applicable state law, if Landlord determines that Tenant is in default of this Agreement, Landlord shall act as follows:
 1. For any noncompliance due to the failure to pay rent when due, Landlord may immediately terminate Tenant's right to use and to occupy the Premises **WITHOUT DEMAND OR NOTICE – NOTICE AND DEMAND HEREBY BEING EXPRESSLY WAIVED –** and proceed with action to dispossess Tenant from the Premises and/or enforce and of Landlord's rights and remedies.
 2. For any noncompliance due to Tenant's or Tenant's guests, visitors or invitees engaging in criminal behavior of any kind, committing a violent act or behaving in a manner that constitutes or threatens to be a real and present danger to the health, safety or welfare of the life or property of other tenants or persons on the Premises or in the surrounding neighborhood, Landlord may immediately terminate Tenant's right to use and to occupy the Premises by providing Tenant with at least three (3) days written Notice to Vacate of Landlord's reasonable suspicion of such activity. Tenant shall vacate the Premises within the timeframe provided in the Notice to Vacate. Proof of a breach of this provision shall not depend on a charge or conviction of criminal activity.
 3. For any noncompliance due to a subsequent or continuing default within six (6) months of a prior written warning by Landlord of a similar violation, Landlord may deliver to Tenant a written Notice to Vacate specifying the default and Landlord's intent to terminate this Agreement. In such event, Landlord may terminate this Agreement, and Tenant shall have fourteen (14) days from the date that the notice is delivered to vacate the Premises.
 4. For any noncompliance by Tenant that is not willful or intentional, but that otherwise materially affects health and safety, Landlord may deliver a written Notice of Noncompliance to Tenant specifying the acts and omissions constituting the breach and that this Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied in that timeframe. If Tenant fails to remedy the default within the required timeframe, Landlord may immediately terminate this Agreement, and Tenant shall immediately vacate the Premises.
 5. For any material noncompliance by Tenant with this Agreement (including but not limited to material falsification of the information provided on the rental application, such as untrue or misleading information about the number of occupants in the dwelling unit, pets, failure to comply with any addenda, income of prospective tenant,

Initials: **[[Adobe_Tenant_Initials]]**

social security number, and current employment listed on the application or lease agreement), Landlord shall provide Tenant with a written Notice of Noncompliance specifying the acts and omissions constituting the breach and specifying that this Agreement will terminate upon a date not less than thirty (30) days after delivery of the notice if the breach is not remedied in that timeframe. If Tenant fails to remedy the default within the required timeframe, Landlord may immediately terminate this Agreement, and Tenant shall immediately vacate the Premises.

6. Any notice required under this Paragraph shall specifically detail the violation which has been committed and shall be effective only from the date of receipt of the notice by Tenant.
 7. Upon termination of this Agreement for any reason, Tenant shall return the keys and all opening devices to Landlord. In addition, all unpaid rents payable during the remainder of this Agreement or any renewal period shall be accelerated without notice or demand.
 8. Upon termination of this Agreement for any reason, Tenant shall remain fully liable to the Landlord for
 - Any lost rent and any other financial obligation imposed by this Agreement
 - Landlord's cost of reletting the Premises including but not limited to leasing fees, utility charges, and any other fees necessary to relet the Premises
 - Repairs to the Premises for Tenant's use that are beyond normal wear and tear
 - All of Landlord's costs associated with evicting Tenant, including but not limited to court costs, costs of service, prejudgment interest, and reasonable attorney's fees
 - All of Landlord's costs associated with collecting amounts due under this Agreement, including but not limited to debt collection fees, late charges, and returned check charges
 - Any other recovery to which Landlord is entitled by law or in equity. Landlord is obligated to make all reasonable efforts to mitigate any damage or loss resulting from Tenant's breach by attempting to relet the Premises to acceptable tenants and thereby reducing Tenant's liability.
23. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
24. **SAFETY.** Tenant acknowledges that Tenant is responsible for his/her own safety and security. Anything herein to the contrary notwithstanding, Landlord does not warrant, represent, guarantee or promise the safety and security of Tenant or the Tenant's property against the negligent or criminal actions of third parties. By executing this Agreement, Tenant acknowledges that Landlord has not represented to Tenant that Landlord shall be responsible

Initials: [[Adobe_Tenant_Initials]]

for any safety or security measures of any kind or character or that the Premises or the community in which the Premises are located are free from crime. Tenant acknowledges that it is Tenant's exclusive responsibility to protect Tenant's person, property and interests from any acts of crime. Tenant hereby releases and agrees to hold Landlord harmless from any and all claims which may arise out of the negligent or criminal acts or actions of third parties.

25. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney for any reason whatsoever to defend any claim by Tenant or to enforce any of the conditions or covenants of this Agreement, including the collection of rent or gaining possession of the Premises, or if any other dispute shall arise between Landlord and Tenant which makes it necessary for Landlord to employ an attorney, Tenant agrees to pay all expenses so incurred by Landlord, including a reasonable attorneys' fee, court costs and any litigation expenses. If possession is sought for a violation of any provisions of this Agreement other than default in rent, Tenant agrees to pay a reasonable attorneys' fee, court costs and litigation expenses incurred by Landlord to enforce any such non-monetary provisions of this Agreement.
26. **PAYMENTS MADE AFTER FILING DETAINER WARRANT.** If Landlord files a legal detainer action against Tenant, and subsequently accepts rent or other payments from Tenant, said payments are accepted with full reservation of rights and said acceptance of payments by Landlord shall not operate in any way as a waiver or relinquishment of any rights to proceed with the legal detainer action and evict Tenant and obtain judgment against Tenant for the balance owed, even if such payments are received after the judgment has been obtained.
27. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
28. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Tennessee.
29. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
30. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
31. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
32. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
33. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
34. **MODIFICATION.** The parties hereby agree that this document contains the entire integrated agreement between the parties and Tenant acknowledges that no other negotiations, arrangements, representations, proposals or agreements, either written or oral, exist, either express or implied, except as referenced here. Tenant acknowledges that This Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto. There shall be no oral amendments to this Agreement by any party.
35. **JOINT LIABILITY.** In the event of more than one Tenant, each Tenant is jointly and severally liable for each and every provision of this Agreement, including the payment of the full amount

Initials: [[Adobe_Tenant_Initials]]

of rent due at any time. Each of the undersigned states that he/she is of legal age to enter into a binding agreement for lodging.

36. **NOTICE.** Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

IF TO LANDLORD:

[[Rental_Owners_Full_Name]]

[Landlord's Name]

[[custom_Property_Owner_Address]]

[Landlord's Address]

IF TO TENANT:

[[Tenants_Full_Name]]

[Tenant's Name]

[[Unit_Address_Line_1]]

[[Unit_City]] [[Unit_State]] [[Unit_Postal_Code]]

[Tenant's Address]

[[Tenants_Email]]

[Tenant's Email Address]

Landlord and Tenant shall each have the right to change the place notice is given under this paragraph by written notice thereof to the other party.

1. ADDITIONAL PROVISIONS; DISCLOSURES.

LANDLORD:

Sign: [[Adobe_Owner_Signatures]]

Print: [[Rental_Owners_Full_Name]]

Date: [[Current_Date]]

Initials: [[Adobe_Tenant_Initials]]

TENANTS:

Sign: [[Adobe_Tenant_Signatures]]

Print: [[Tenants_Full_Name]]

Date: [[Current_Date]]

Phone: [[custom_Tenants_Phone_Number]]

Email Address: [[Tenants_Email]]

COSIGNERS:

Sign: [[Adobe_Cosigner_Signatures]]

Print: [[custom_Cosigner_Name]]

Date: [[Current_Date]]

Phone Number: _____

Email Address: _____

Initials: [[Adobe_Tenant_Initials]]