



# 1. Residency and Financials

## 1.1 PARTIES AND OCCUPANTS

This Lease Contract is between you, the undersigned resident(s). The terms resident, tenant, and lessee are used interchangeably throughout the lease and are understood to mean the same thing.

<<Tenants (Financially Responsible)>>

and us, the owner/agent. The terms owner, owner/agent and lessor are used interchangeably throughout the lease and are understood to mean the same thing.

<<Company Name>>

You've agreed to rent the property located at

<<Unit Address>>

for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

The apartment will be occupied exclusively by the resident(s) listed above. The Owner/Agent must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

## 1.2 LEASE DURATION

The terms of this tenancy shall commence on <<Lease Start Date>> and end on <<Lease End Date>>, and thereafter, shall be month-to-month on the same terms and conditions as stated in section 2.14, save any changes made pursuant to law, until terminated.

## 1.3 RENTS AND CHARGES

You shall pay <<Monthly Rent>> per month for rent.

Administrative Fee charge of \$15 per month.

Every month thereafter, you must pay your rent on or before the 1st day of each month with 5 days of grace period. The following late fees will apply for payments made after the grace period:

Late fee rule: <<Late Fee Rule>>

Daily late fee: <<Daily Late Fee>>

A charge of \$25 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Owner/Agent by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized.

## 1.4 SECURITY DEPOSIT

The total security deposit at the time of execution of this Lease Contract for all residents in the apartment is <<Security Deposit Charges>>, due on or before the date this Lease Contract is signed. We will hold the security deposit for the term of the tenancy and, upon termination of the tenancy, reserve the right to use the security deposit, or portions thereof, to cover any charges related to your performance of this Lease Contract, including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, returned check fees, legal fees, court fees.

The simplest way to receive your FULL deposit at move-out is to return the property in the same condition as you received it (minus normal wear and tear). In 90% of cases where we withhold a portion of the security deposit, it is directly correlated to not returning the property in the same state of cleanliness that it was when you moved in.

- No smoking (of any kind) inside
- Clean up after your pets, remove pet smell
- Close windows when it's raining
- Promptly inform us of any maintenance issues
- Deep clean the property before move-out inspection

Tenants often overlook:

- Oven, fridge, and microwave cleaning
- Dusting
- Pet dander removal
- Changing air filters every 90 days causing damage to the HVAC system

### 1.5 PERSON AUTHORIZED TO ACT ON BEHALF OF OWNER FOR PURPOSE OF SERVICE OF PROCESS AND RECEIPTING OF NOTICES

---

Name: <<Company Name>>

Address: <<Company Address>>

Office Phone: <<Company Phone Number>>

Cell Phone: +1(806) 429-4213

Emergency Phone: <<Company Phone Number>>

Email: Company Email Address

### 1.6 NOTICE OF CONDITIONS AFFECTING HABITABILITY

---

I hereby acknowledge that Lessor has disclosed any code violations, code enforcement litigation and/or compliance board proceedings currently pending for this property and any notice of intent to terminate utility service

X \_\_\_\_\_  
Initial Here

### 1.7 EARLY TERMINATION

---

Lessee acknowledges that if Lessee terminates the lease agreement earlier than the Lease end date, the Lessee is responsible for 50% of the remaining rent left on the Lease. Should there be 3 months or less remaining in the lease term, and lessee chooses to terminate the lease agreement early, the lessee will owe the remaining rent from the lease agreement in full.

X \_\_\_\_\_  
Initial Here

### 1.8 NOTICE WAIVER

---

**Tenant and landlord agree any requirement of written 14-day notice to terminate this lease and file for detainer if rent is not timely paid is specifically waived.**

X \_\_\_\_\_  
Initial Here

### 1.9 FURTHER ACKNOWLEDGEMENTS BY LESSEE

---

- |  |               |
|--|---------------|
| ◊EPA Lead-based Paint Disclosure/Pamphlet          | NA            |
| ◊EPA Radon Hazard Disclosure/Pamphlet              | NA            |
| ◊Signature Page Serves as Security Deposit Receipt | Sign Below    |
| ◊Premises Inspection Checklist                     | Tenant Portal |

X \_\_\_\_\_  
Initial Here

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

## 2. LEASE COVENANTS AND AGREEMENTS

### 2.1 RENT

Lessee shall pay to Lessor or Lessor’s authorized agent, at the address set forth above, or as hereafter changed by written notice to lessee, as rent for the Premises, Parking, or otherwise the sum as stated above. Rent is due and payable on the first day of each calendar month, in advance. The timely payment of each installment of rent is deemed to be of the essence of this Lease.

### 2.2 LATE CHARGES

Rent received by Lessor later than the 5th day after the date on which such payment is due shall bear a late charge of 10% of the outstanding balance, in this case. As a percentage-based amount, the amount will change if rent is increased, but shall at the beginning of the lease be Late Fee. If Lessee mails rent to Lessor, the late charge will apply if the rent is received later than the 5th day of the month, regardless of the date Lessee mailed such rent payment. If a payment of rent is made by personal check which is later dishonored by the Lessee’s bank, Lessee shall be assessed any bank charges incurred by Lessor as a result of such dishonored check, in addition to the rent and late charge due on the payment of rent. The Lessor, at the Lessor's sole discretion, may waive the late charges. Repeated waiver of late fees at the discretion of Lessor shall not be deemed as conduct which alters the terms of this agreement or creates an implied term, regardless of the number of times it has occurred. Unless waiver of late fee is in provided to Lessee in writing, Lessor reserves the right to roll any late fees over into the balance due into the next rental period, the rental period after that, and so on. If the amount goes unpaid it will be deducted from the security deposit upon termination of the lease. Money received by Landlord from Tenant shall be apportioned in the following order: first to outstanding dishonored check fees; second, to outstanding late fees chargeable to tenant; third, to outstanding legal fees, court costs, and/or administrative fees; fourth, to outstanding utility bills that are tenant’s responsibility; fifth, to tenant chargeable damages to property; sixth, to collection agency fees; seventh, to costs for re-letting the property – if applicable; eighth, to rent.

### 2.3 SECURITY DEPOSIT:

Lessee has deposited with Lessor, the sum set forth above as a security deposit to be held by the Lessor in accordance with State or local law or ordinance to secure the faithful performance by the Lessee of all of the provisions contained in this lease. If Lessee performs all of the obligations as provided in this lease and pays all sums due Lessor, then Lessor, after the Lessee has surrendered possession of the Premises and delivered the keys thereto to Lessor, shall refund said deposit to Lessee. If Lessee has failed to perform or comply with any of the provisions of the lease, then Lessor may apply all or any part of the security deposit in payment of any sums due from Lessee to Lessor, or to pay for repair of any damages caused by Lessee, Lessee’s co-occupants or guests. The security deposit shall not be treated as advance payment of rent, and the Lessee shall not apply the security deposit as rent during the term of the lease. If Lessee cancels lease before move-in, Lessee shall be responsible for all costs associated with removal of the unit from the market, including but not limited to advertisement re-listing, lost rent, and any other expense or loss of income.

### 2.4 POSSESSION

If Lessor cannot deliver possession of the Premises at the commencement of the lease term, the rent shall be abated until the Premises are available for occupancy by Lessee, or at Lessee’s option, the Lessee may terminate this lease upon written notice to Lessor. Lessor shall not be liable to Lessee for any consequential damages to Lessee arising as a result of Lessor’s inability to give Lessee possession of the Premises at the commencement of the lease term.

### 2.5 CONDITION OF PREMISES

Lessee has examined the Premises prior to accepting the same and prior to the execution of this lease, and is satisfied with the physical

condition thereof, including but not limited to the heating, plumbing and smoke detectors. Lessee's acceptance of possession shall constitute conclusive evidence of Lessee's receipt of the Premises in good order and repair as of the commencement of the lease term. Lessor or his agent has made no promises as to condition or repair to Lessee, unless they are expressed in this lease or a rider attached hereto signed by Lessee and Lessor or his agent, and no promises to decorate, alter or repair the Premises have been made by Lessor or his agent, unless expressed herein.

## 2.6 LIMITATION OF LIABILITY

Except as provided by state or local law or ordinance, Lessor shall not be liable for any damage (a) occasioned by failure to keep Premises in repair; (b) for any loss or damage of or to Lessee's property wherever located in or about the building or Premises, or (c) acts or neglect of other tenants, occupants or others at the building.

X \_\_\_\_\_  
Initial Here

## 2.7 LESSEE TO MAINTAIN AND GIVE NOTICE OF NEED FOR REPAIR

Lessee shall keep the Premises and the fixtures and appliances therein in a clean and healthy condition, and in good working order, and in accordance with any and all ordinances applicable to the tenancy. In the event an item requires repair, Lessee shall submit a work order request within the TENANT PORTAL.

Telephone and text message notification are adequate only for emergency maintenance notification, such as a fire, flood, forced entry, or other issue that threatens the immediate safety and wellbeing of the occupant or property. Lessee shall be responsible for all expenses associated with repairs that are necessary as a result of failure to provide timely and proper notice of the need for repair as described above. Lessee shall further be liable for all expenses, fees, damages, and citations for which Lessor may be liable in the event Lessor incurred that liability as a result of Lessee's failure to provide notice. Upon the termination of this lease, Lessee shall return the Premises to Lessor in as good a condition of cleanliness and repair as at the commencement of this lease, reasonable wear and tear excepted. Lessee shall be fully liable for all expenses where damage has occurred, or repairs are required due to Lessee's conduct or neglect. Lessee shall maintain all smoke and carbon monoxide detectors, as well as all other safety equipment provided, in good condition at all times, including replacing spent batteries as necessary. Upon Lessee vacating the Premises, if the Premises are not clean and in good repair, Lessor or his agent may replace the Premises in the same condition of repair and cleanliness as existed at the commencement of the lease term. Lessee agrees to pay Lessor for all expenses incurred by Lessor in replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities or any other portion of the Premises.

## 2.8 USE OF PREMISES

The Premises shall be occupied for residential purposes only, and only by the persons disclosed in this lease and on the Application for Lease submitted by Lessee in connection with the renting of the Premises. Lessee shall not engage in any activity, which will increase the rate of insurance on the property. Lessee shall not allow trash to accumulate in the common areas of the Premises or allow objects to be thrown from windows. Lessee shall not hang objects out of windows or place objects on windowsills or ledges, which may fall and injure persons below. Lessee shall not keep any pet in the Premises without written permission being first obtained from Lessor. Lessee shall not use porches for cooking, sleeping or storage of furniture, bicycles or other items of personal property. In no case shall Lessee allow porches or decks to be overloaded or occupied by more people than would be reasonably safe based on the condition of such porch or deck.

## 2.9 APPLIANCES

Lessee shall not install any air conditioning, heating or cooling equipment or dishwashers or clothes washers or dryers or other appliances in any portion of the building or Premises occupied by Lessee without first obtaining Lessor's written permission to do so. All such appliances installed by Lessee shall be maintained in good working order by Lessee and removed by Lessee at the expiration of the term of the lease. Any damage caused by appliances installed by Lessee shall be the responsibility of Lessee and Lessee shall reimburse Lessor for the cost of repair of any damage caused by such appliances

## 2.10 HEAT AND HOT WATER

Lessor agrees to provide Lessee with heat and hot water in sufficient quantities as may be required by law or ordinance during the term of the lease. If the Premises contains separate heating and/or hot water fixtures, then Lessor's sole obligation shall be to provide Lessee such fixtures in good operating condition at the commencement of the lease, and Lessee shall be responsibility for the utility costs for the operation thereof.

## 2.11 DISTURBANCE

Lessee agrees not to play televisions, radios or musical instruments or musical playback equipment in a manner which disturbs other tenants

and shall maintain the volume of such equipment at reasonable levels. In addition, Lessee agrees to limit playing of such equipment between the hours of 9pm to 7am to a volume that cannot be heard by persons outside of the Premises.

Lessee acknowledges that barking dogs can create a disturbance to fellow tenants creating a negative living environment for our tenants.

If MANAGER receives notice of disturbance from fellow tenants, we will give two verbal warnings. On the third disturbance, we will give you a written warning to remedy the issue. If disturbances continue, MANAGER reserves the right to give 14 day notice to vacate the property and terminate your lease.

## 2.12 ACCESS TO PREMISES

---

Lessee shall permit the Lessor access to the Premises at all reasonable times, subject to the notice requirements of applicable law or ordinance, to inspect the Premises and/or to make any necessary repairs, maintenance or improvements or supply necessary or agreed upon services, or to determine Lessor's compliance with the provisions of this Lease. If Lessee or Lessee's agent is not present to give consent to enter or cannot be reached in order to give Lessor consent to enter for these purposes, Lessor will send a verbal, written, or electronic notification to Lessee informing Lessee of Lessor's intent to enter at the address, phone number, or email provided above. If Lessee responds by explicitly denying entry to Lessor, Lessor shall take the necessary steps to enter as provided under the Tennessee Landlord Tenant Act. If Lessee fails to respond, Lessor will interpret this as presumptive consent and enter for the purposes described above. In the event of an emergency or where repairs in the building require access to Lessee's Premises, Lessor may enter without prior notice to Lessee, without the same being considered a forcible entry by Lessor. Lessee's failure to provide such access shall be a breach of this lease, and Lessor shall be entitled to terminate this lease in the event such access is denied by Lessee.

## 2.13 SUBLET OR ASSIGNMENT

---

Lessee shall not sublet the Premises or any part thereof, nor assign this lease, without obtaining Lessor's prior written permission to sublet or assign. TENANT UNDERSTANDS THAT ANY SHORT-TERM RENTAL, INCLUDING BUT NOT LIMITED TO AIR B&B AND VRBO, IS CONSIDERED A SUBLEASE AND IS STRICTLY FORBIDDEN. TENANT FURTHER ASSUMES ALL RESPONSIBILITY AND LIABILITY FOR ANY HARMS OR PENALTIES LANDLORD MAY INCUR SHOULD TENANT VIOLATE THIS CLAUSE.

X \_\_\_\_\_  
Initial Here

## 2.14 HOLDING OVER

---

If the Lessee remains in possession of the Premises or any part thereof after the termination of the lease by lapse of time or otherwise, then the Lessor may, at Lessor's option, consider such holding over as constituting a month-to-month tenancy, upon the terms of this lease, **an additional 20%** of the monthly rental rate specified in this agreement will be charged per month. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from Lessee's retaining possession of the Premises. In the event Lessor accepts a payment of rent for a period after the expiration of this lease in the absence of any specific written agreement, continued occupancy shall be deemed a month-to-month tenancy, on the same terms and conditions as herein provided, except for the double rent provision, to the extent permitted by state or local law or ordinance.

## 2.15 FORCIBLE DETAINER

---

If Lessee defaults in the payment of rent or any part thereof, Lessor may file a detainer for rent, or if Lessee defaults in the performance of any of the covenants or agreements herein contained, Lessor or his agents, at Lessor's option, may terminate this Lease and, if abandoned or vacated, may re-enter the Premises. Non-performance of any of Lessee's obligations shall constitute a default and forfeiture of this lease, and Lessor's failure to take action on account of Lessee's default shall not constitute a waiver of said default.

## 2.16 LIABILITY FOR RENT

---

Lessee shall continue paying rent and all other charges for the Premises to the end of the term of this lease, whether or not the Premises becomes vacant by reason of abandonment, breach of the lease by Lessee, wrongful termination by Lessee or if the Lessee has been evicted for breach of this lease, to the extent said obligation for rent has not been mitigated, abated or discharged, in whole or in part, by any law or ordinance. Notwithstanding any of the provisions contained in this section, the Lessor shall make a good faith effort to re-let the Premises (but not in priority to other vacancies in other properties owned by Lessor) and if the Premises is re-let, Lessee shall be responsible for the balance of the rent, costs, advertising costs and attorney's fees in connection therewith.

## 2.17 BINDING EFFECT

---

If Lessee shall violate any covenant or provision of this lease, Lessor shall have the right to terminate this lease or Lessee's right to possession pursuant to the lease upon appropriate legal notice to Lessee. If Lessee assigns this lease, whether with or without Lessor's permission as

required herein, the covenants and conditions contained in the Lease shall nonetheless be binding on the assignee as if assignee had signed the lease. Nothing contained in this paragraph 17 shall preclude Lessor from commencing legal proceedings against any assignee of this lease who obtained possession from the party named as Lessee in this Lease without Lessor's written permission as required in paragraph 13 above.

---

## 2.18 ATTORNEY'S FEES

In the event of a lawsuit arising out of this tenancy, if the Landlord is the prevailing party, the landlord shall be awarded attorney's fees as provided for by court rules, statute or ordinance. Lessee is hereby on notice that Lessor's attorney fees for detainer and general services are billed hourly for general services and flat fee for detainer, not percentage contingency on collection. If Lessor must collect, attorney fees for collection will be separate and above fees for detainer or legal services related to specific performance of the agreement.

---

## 2.19 CONTINUOUS OCCUPANCY

Lessee shall maintain continuous occupancy of the Premises, and not allow the same to remain vacant for any period in excess of ten days without notifying the Lessor of such vacancy. Lessee shall not allow persons other than those authorized by the Lease to occupy the Premises as guests for periods exceeding seven consecutive days during the term of the Lease for any reason. If Lessee is away for a period of time in winter which will allow for the freezing of pipes or other temperature damage to the property, Lessee will notify Lessor so that Lessor may take appropriate precautions to prevent damage.

---

## 2.20 REMEDIES CUMULATIVE

Lessor's remedies contained in this Lease are cumulative and are in addition to, and not in lieu of, any other remedies granted to Lessor pursuant to this Lease or applicable State or Local Law or Ordinance.

---

## 2.21 FIRE OR CASUALTY

If the Premises, building or any part thereof shall become uninhabitable as a result of fire, explosion or other casualty, Lessor and Lessee shall have all of the rights provided by state or local law or ordinance. For purposes of this paragraph, Lessor's good faith effort to obtain insurance adjustments, settlements or awards to obtain sufficient funds to perform repairs made necessary due to fire, explosion or other casualty shall be deemed diligent efforts to repair the Building within a reasonable time.

---

## 2.22 SECURITY GATES OR BARS

The installation by Lessee of any metal gate or bars on doors or windows is dangerous and strictly prohibited. Lessee shall immediately remove same upon notice by Lessor to Lessee to do so and Lessor shall have the right to immediately remove any such installation at Lessee's expense if Lessee shall fail to do so upon notice. Lessee hereby grants Lessor access to the leased Premises at all reasonable times for the purpose of removing such gates or bars. The cost of repairing any damage to the leased Premises caused by the installation and/or removal or such gates or bars shall be paid by Lessee upon demand by Lessor therefore, in addition to all costs of enforcement of this paragraph 22, including reasonable attorney's fees incurred by Lessor in enforcing this provision. In addition to the foregoing, the installation of such gates or bars shall constitute a breach of this lease, entitling Lessor, at Lessor's sole option, to terminate Lessee's right to possession of the Premises pursuant to this lease and commence proceedings to dispossess Lessee from the Premises.

---

## 2.23 MECHANIC'S LIENS

Lessee shall not place or allow to be placed on the Premises, the building or elsewhere on the real property, any mechanic's lien or any other claim for lien for any repairs, maintenance, alterations or modifications performed by, or ordered or contradicted by, the Lessee, whether or not same were rightfully performed or ordered by the Lessee. The placement of any such lien shall constitute a breach of this lease and upon ten days' notice to cure said lien or lien claim, Lessor may terminate Lessee's tenancy or right to possession. In addition, Lessor shall have the right to satisfy and remove said lien without regard to the merits thereof and Lessee shall be responsible for the damages incurred in removing the lien, along with other damages, costs and attorney's fees incurred by Lessor in connection therewith.

---

## 2.24 RULES AND REGULATIONS

Lessee agrees to obey the Rules and Regulations contained in this Lease, and any attachments hereto as well as any further reasonable Rules and Regulations established by the Lessor during the pendency of this lease. The Rules and Regulations are hereby incorporated into and made a part of this lease. Failure to observe the Rules and Regulations shall be deemed to be a material breach of this lease, and in event of such breach, Lessor shall be entitled to terminate Lessee's right to possession under the Lease upon ten days' notice, and shall further be entitled to such rights and remedies as provided by applicable state or local law or ordinance.

---

## 2.25 SUBORDINATION OF LEASE

This lease is subordinate to all mortgages which may now or hereafter affect the real property of which the Premises forms a part. The recordation of this lease, or any memorandum thereof by Lessee shall constitute a material breach of this lease.

## 2.26 SEVERABILITY

---

If any clause, phrase, provision or portion of this lease, or the application thereof to any person or circumstance, shall be determined to be an invalid or unenforceable under applicable law or ordinance, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease or any other clause, phrase, provision or portion hereof, nor shall it affect the applicability of any clause, provision or portion hereof to other persons or circumstances, and the lease shall be interpreted in accordance with said ordinance.

## 2.27 UTILITIES

---

Unless otherwise agreed in writing, if the Premises is separately metered for utilities, Lessee shall pay the utility company or authorized metering agency directly for all applicable charges for gas, electricity, water and other utilities serving the Premises, including, if applicable, telephone, internet, cable, and current used for electric heating, ventilation, air conditioning, hot water, etc., as such charges become due and payable.

SPECIAL CIRCUMSTANCES FOR UTILITIES: Lessee is responsible for payment of all utilities. All utilities must be put in Lessee's name and establish an account prior to move-in. Lessee must send confirmation letters to WHPM showing utilities have been put in Lessee's name prior to possession.

Nashville Electric Service (Electric): 1 (615) 736-6900

Piedmont Gas (Gas): (800) 752-7504

Metro Water Services (Water): (615) 862-4600

X \_\_\_\_\_  
Initial Here

## 2.28 PEST CONTROL

---

The leased premises are believed to be pest free. If tenant finds an infestation, beyond what is normally expected in the Middle Tennessee Area, within thirty (30) days of the lease start date, Landlord will provide necessary pest control to remedy the problem. If pest are discovered after thirty (30) days from the lease start date, Tenant will contact a license pest control company and take the necessary steps to remedy the problem.

## 2.29 RENEWAL/NON-RENEWAL NOTICE

---

Lessee must notify WH Property Management at least 60 days out from lease expiration about lease renewal. WH Property Management will send a Renewal/Non-Renewal Notice to Lessee at least 90 days out.

## 2.30 GOVERNING LAW

---

This lease shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard for Tennessee choice-of-law principles. If for any reason this property is, or should become, subject to the jurisdiction of a court where the Tennessee Landlord Tenant Act is not prevailing law, both parties agree that the terms of the Act shall be the default terms of this agreement unless other specific terms have been enumerated in this agreement.

## 2.31 AGENCY

---

Owner has authorized Lessor/Landlord to enter into this rental agreement on his/her behalf, to receive and receipt for rent, and to do any and all other things necessary or desirable to administer or effectuate this agreement during tenant's occupancy. Rent shall be paid, and all notices, requests, or other communications shall be by or to Owner through Landlord/Lessor at the address listed above. Landlord has full authority from Owner to manage rented premises.

## 2.32 DEATH

---

In the event of Lessee's death before expiration of this Rental Agreement, Landlord shall have the right, but not the obligation, to declare this Agreement terminated. Landlord shall have the right to remove personal property or belongings of Tenant from the rented premises and store same at a commercial storage firm at Tenant's Estate's Expense, or on suitable portions of the rented premises. Landlord shall not be responsible for loss or damage resulting from removal or storage.

By initialing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_  
Initial Here

## 3. Responsibilities

### 3.1 RULES AND REGULATIONS

1. IF PETS ARE ALLOWED: Lessee(s) accepts full responsibility for their pet(s) and further agrees to: 1) pay a Nonrefundable Pet Fee nonrefundable pet fee; 2) take all measures necessary to insure that people in and around the Premises are not harmed or disturbed by their pet(s); 3) pay for all damages or extra wear-and-tear that may result from keeping such pet(s) including repainting of apartment, cleaning, and replacement of carpets; 4) dispose of waste and litter in properly sealed plastic bags; 5) house only those specific pet(s) identified in the lease; and 6) hold Lessor free from all claims for damages and all additional expenses, including legal expenses, that may arise as a result of granting Lessee's request to house pet(s). This permission cannot be extended without the written consent of the Lessor.

Pet Information: <<Pet Information>>

2. No additional locks or other similar devices shall be attached to any door without Lessor's written consent.

3. Lessee shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the Premises any inflammable fluids or materials which may be hazardous to life or property.

4. Hallways, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress from the building. Children are not permitted to play in the common areas. Lessee may not store any items in the hallways or common areas of the building.

5. Operation of electrical appliances or other devices which interfere with radio or television reception is not permitted.

6. Deliveries and moving of furniture must be conducted at times permitted by Lessor.

7. Lessee may not barbeque or operate cooking equipment on porches or balconies.

8. Lessee shall not dispose of rubbish, rags, or other items which might clog toilets or sink drains into toilets or sink drains.

9. Lessee shall not place any signs or advertisements on the windows or within the apartment or otherwise upon the Building, if such signs are visible from the street.

10. Lessee shall dispose of garbage and refuse by securely bagging or wrapping same and disposing of it in designated garbage containers or incinerators. Lessee shall not allow garbage containers to overflow and shall see to it that garbage container lids are fully closed and secure at all times.

11. Lessee shall not install a waterbed, pool table, or any other unusually heavy item of furniture without prior written permission from Lessor.

12. Lessee shall not interfere in any manner with the heating or lighting or other fixtures in the building nor run extension cords or electrical appliances in violation of the Building Code.

13. Lessor may bar individuals from the building and/or Lessee's Premises. All guests and invitees of Lessee shall observe all rules and regulations of the building. If these provisions are violated by guests, they may be barred and/or arrested for criminal trespass, after they have received a barred notice and then have been placed on a barred list by Lessor. Violation of this rule are grounds for termination of your tenancy.

14. Lessor will repair any appliance malfunction; however, Lessor is not responsible for loss resulting from a malfunction of an appliance. Lessee understands that appliances will malfunction occasionally, and Lessee must make every effort to report any malfunction.

#### 15. LOCK-OUT OR LOST KEYS:

- **Lock-out** - \$50 will be charged for lock-out services. If after normal business hours, the cost is \$150.
- **Lost keys** - \$50 will be charged to provide replacement keys if your keys have been lost. If the security of the premises is threatened due to lost keys, Lessor reserves the right to charge the full cost to replace the lock and issue new keys.
- **Keys returned at move-out** - Keys must be returned to lessor at move-out. Failure to return keys will result in "lost keys" charge as well as the cost to replace the locks.
- **Lost key fobs** - \$50 fee plus cost of key fob. Lessor will replace your key fob and charge you the invoiced amount from our third party service that provides key fobs. Key fob replacements cost anywhere from \$150-\$200 and would be tenants' responsibility to pay for that cost if they're lost.

16. Lessor provides no storage.



17. Laundry. Lessee agrees to clean any lint filters and to keep the laundry area free of debris. Lessor shall not be liable for any personal injury or property damage arising from or relating to Lessee's use of any laundry facilities made available under this Lease.

18. Lessee acknowledges that lessee has read the Rules and Regulations and agrees to be bound by them.

19. Appliances: The use of gasoline stoves or other similar fuel burning appliances using highly flammable liquids and the use of portable kerosene, butane, or propane stoves, or other similar portable fuel burning appliances for cooking is prohibited. Fireplaces, electronic air filters, HVAC air filters, water softeners, garage doors, door openers, and any other appliances or fixtures are not warranted by Landlord, and Tenant will be responsible for all maintenance and repair of such items.

20. Plumbing: Tenant shall be held solely responsible for all costs related to Landlord's repair or maintenance of any plumbing stoppage or slow-down caused by Tenant, whether accidental or purposeful. Tenant agrees not to place into any drain lines non-approved substances such as cooking grease, sanitary napkins, diapers, children's toys, or other similar object that may cause a stoppage. Tenant shall notify Landlord of any plumbing leak or slow drainage within 24 hours to avoid additional charges. Tenant shall only use a plunger to attempt to fix a slow or stopped drain, and not pour chemical or other drain cleaners into any stopped or slow drains. Tenant shall also be responsible for any plumbing system freeze-ups caused by Tenant.

21. Additional Maintenance: In addition to all other duties of maintenance, the Tenant shall: a.) Comply with all obligations imposed on Tenant by building and housing codes materially affecting health and safety; b.) Keep the property and premises as clean and safe as possible; c.) Dispose from the rented dwelling unit and premises all ashes, garbage, rubbish, and other waste in a clean and safe manner; d.) Keep all plumbing fixtures in the dwelling unit or used by the Tenant as clean as possible; e.) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, airconditioning, and other facilities and appliances; and repairs made that are caused by tenant's neglect, abuse, or misuse will be paid by tenant. f.) Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so; g.) Conduct himself/herself and require other persons on the premises with his/her consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment; and h.) Abide by any rules or regulations adopted by the Landlord and/or HOA to promote the convenience, safety, or welfare of tenants in the premises to preserve the property or fairly distribute services or facilities.

In addition, all damage, repairs, and/or maintenance with regard to the following shall be the sole responsibility of Tenant, including but not limited to: a.) When sanitary napkins, garbage, grease, or foreign or harmful substances are placed into plumbing receptacles. b.) When damage results from activities or actions, which violate this agreement by Tenant or Tenant's guest(s). c.) When damage is caused by wind, rain, or other elements from leaving windows open or by allowing the overflow of water in the property. d.) When and if the premises are burglarized or broken into.

22. Additional Agreements: Additionally, Tenant hereby agrees as follows: a.) Tenant agrees not to affix any structures to the premises including, but not limited to, antennas, satellite dishes, or signs, without prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion. b.) Tenant agrees not to use a barbeque grill (or any other similar cooking device) inside the premises or under any covered area (as carbon monoxide (CO) is a very poisonous combustion gas that cannot be seen or smelled, but can injure or kill individuals with little to no warning). c.) Tenant will maintain water heater temperature at no more than 120 Degrees Fahrenheit. d.) Tenant agrees to give immediate notice to Landlord of any fire, flood, or other damage to or within the premises. e.) Tenant agrees not to store boats, RVs, waterbeds, firearms, equipment, hazardous materials, paints, fuel, chemicals, waste, and non-usable items, including non-operating vehicles, in or around the Premises without prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion. f.) Vehicles may never be parked in the yard of the premises. Tenant may not repair vehicles on the premises, unless in an enclosed garage, if such repairs take longer than one day. g.) Tenant agrees not to smoke or allow any guests to smoke in the premises, including the use of any vapor products. Landlord's discovery of smoking in the premises is grounds for Landlord to declare Tenant to be in breach of this Agreement. Tenant is responsible for any reasonable repairs or remediation incurred by Landlord as a result of any violation of this provision.

### 3.2 COMPLIMENTARY CONCIERGE SERVICES

Upon lease signing, our complimentary concierge service, Citizen Home Solutions will contact you via phone call, text message, and email to facilitate the setup of your utilities, internet, cable tv, security monitoring services, and any other applicable utilities. By submitting your application, you consent to be contacted by Citizen Home Solutions via email, text, and phone call.

### 3.3 RENTERS INSURANCE REQUIREMENT

Lessee must secure renter's insurance with a minimum level of liability coverage of \$100,000. If a Lessee fails to provide proof of coverage, the unit will be automatically added to our in-house Liability to Landlord Insurance policy. The cost for this coverage is \$10.50 per month for the policy plus \$4.50 admin fee per month (\$15.00 per month total).

X \_\_\_\_\_  
Initial Here

### 3.4 LAWN CARE

---

Tenant is responsible for maintaining lawn care. Failure to cut grass and maintain lawn will result in WHPM providing those services for you at Tenant's expense plus coordination fee.

### 3.5 SECURITY DEPOSIT

---

A security deposit in the amount of <<Security Deposit Charges>> was collected and will be held in an account with a Tennessee Financial Institution that is segregated for the specific purpose of holding security deposits for tenants of Lessor.

The security deposit will be held in the following bank branch/location: Pinnacle Financial Partners, Nashville, TN

By initialing below, you acknowledge and agree to the terms in Section 3.

X \_\_\_\_\_  
Initial Here

## 4. Guaranty

### 4.1 GUARANTOR

---

In consideration of, and as inducement for, the execution and delivery of this Lease by Landlord, the undersigned guarantor ("Guarantor") absolutely, unconditionally, and irrevocably guaranties to Landlord, its successors and assigns, the full and prompt payment of all Rent and the full and timely performance and observance of all covenants, terms, conditions, and obligations required of Tenant, its successors and assigns. This Guaranty shall be enforceable without the necessity of any demand being made of, or any lawsuit or proceeding being instituted against, Tenant, its successors or assigns, and without the necessity of any notice of the non-payment, non-performance, or non-observance of any covenant, term, condition, or obligation under the Lease. Any such notice that might otherwise be required is hereby waived by Guarantor. No release or discharge of Tenant in any receivership, bankruptcy, winding-up, or other proceeding shall affect, diminish, impair, invalidate, or terminate this Guaranty or otherwise serve as a defense to this Guaranty. This Guaranty shall not be affected by any subletting or assignment by Tenant. Guarantor represents and warrants that this Guaranty constitutes a legal, valid, and binding obligation of Guarantor, enforceable in accordance with its terms. If more than one Guarantor executes this Guaranty, all Guarantors shall be jointly and severally liable hereunder.

<<Co-Signer(s)>>

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_  
Initial Here

## 5. Sign and Accept

### 5.1 ACCEPTANCE OF LEASE

---

In consideration of the mutual agreements and covenants herein set forth, and in further consideration of the statements made by Lessee in the Application for Lease and all supporting documents thereto, the truth and accuracy thereof being attested to by Lessee, and the information therein contained being incorporated into this lease as if set forth herein in full, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for use as a private dwelling unit only, the above noted Premises, together with the fixtures and appliances belonging thereto, for the above Term.

X

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed