

TENNESSEE LEASE - MONTH TO MONTH LEASE

In consideration of the agreements of the Tenant(s), known as _____, and _____, the Landlord, hereby rents them the dwelling located at _____, Tennessee for the period commencing on the _____ day of _____, 20____, and ending when either Landlord or Tenant provide notice as stated in this Agreement in Section 2 at which time this agreement is terminated. Tenant(s), in consideration of Landlord's permitting them to occupy the above premises, hereby agree(s) to the following terms:

1. SECURITY DEPOSIT The Tenant(s) have paid to the Landlord a Security Deposit of \$_____ to be held in the Landlord's bank account. The Security Deposit is for Tenant's full performance of this lease and may not be applied as payment for rent and/or other charges due during the term of the Lease Agreement. The Security Deposit is intended to pay the cost of damages, cleaning, excessive wear and tear, and unreturned keys once the Lease Agreement has ended and/or for any unpaid charges or attorney fees suffered by the Landlord by reason of Tenant's default of this Lease Agreement. The Lease Premises must be left in good, clean conditions with all trash, debris, and Tenant's personal property removed. The Lease Premises shall be left with all appliances and equipment in working order. Landlord's recovery of damages will not be limited to the amount of the Security Deposit. The balance of all deposit refunds shall be refunded within 30 days from the date possession is delivered to Landlord or his authorized agent together with a statement showing any charges made against such deposit by Landlord. Tenant agrees to provide Landlord/Agent with the address of his new residence and include it in the Notice of Intention to Vacate form.

2. TERM The initial term of this lease begins on _____ and ends at midnight with at least thirty (30) days' notice as provided in the Tennessee Statute Statutes located at § 66-28-512. If the Landlord has decided to end the agreement they shall send notice to the Tenant's address at _____. In addition if the Tenant decides to end the agreement they shall send notice to the Landlord at _____.

3. RENT Rent shall be \$_____ per month, due on the **1st day of each calendar month** payable to _____, at _____. The rent due date is the date the Landlord must receive the Tenant's payment. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when the Tenant signs this lease. Tenant may be required to pay other charges to Landlord under the terms of this lease. They are to be called "additional rent." Added rent charges can result when Landlord or his agent must pay for any expenses which are the tenant's responsibilities under the terms of the lease. Late charges, attorney's fees and any expenses related to the enforcement of this lease shall be classified as "additional rent." This additional rent is payable as rent, together with the next monthly rent due. If tenant fails to pay additional rent on time, Landlord shall have the same rights against tenant as if it were a failure to pay rent. Lease violation penalty fees shall be classified as additional rent. The whole amount of rent is due and payable when this lease is effective. Payment of rent in installments is for tenant's convenience only. If tenant defaults, Landlord may give notice to tenant that rent may no longer be paid in installments, and the entire rent for the remaining part of the term will be due and payable.

4. LATE FEES Rent received after 5:00 p.m. on the fifth (5th) day, Tenant agrees to pay a late charge of \$_____. Additional late charges of \$_____ will be incurred for each day rent is late beyond the fifth (5th) day of the month. After the tenth day that rent has not been paid, further legal action will be taken at Tenant's expense. Tenant acknowledges that untimely payments may adversely affect credit rating. Unpaid late charges and/or attorney's fees shall be classified as "additional rent." Additional rent that remains unpaid after 30 days from the date incurred shall constitute a breach of this lease. Tenant also understands that late fees shall be applicable if a dishonored bank check, bank error and/or out of state/non-local check prevents Landlord from receiving rent money on time. Rental payments paid late two (2) times within a 12 month period creates a default of the Lease Agreement. Payments received by Landlord when there are arrearages, shall be credited first, to any outstanding balance, and then applied to the current amount due regardless of any notation on or with the payment.

5. RETURNED PAYMENTS If your check is dishonored by your bank, you must pay a returned check fee of \$_____ plus any accrued late charge(s). Landlord is not required to redeposit a dishonored check. A personal check will not be accepted as payment to replace a returned payment. If one of Tenant's checks is dishonored, Tenant may be required to pay, at Landlord's option, future rent by money order.

6. RENEWAL This lease will continue unless either Tenant or Landlord provides the other **at least 30 days' written notice** of termination before the end of the initial term. Either Tenant or Landlord may terminate the lease at the end of a calendar month by giving the other not less than 30 days' written notice.

7. UTILITIES Tenant shall be responsible for the payment of all utilities and services for the entire premises and is required to register the utilities and services in Tenant's name effective _____. If Tenant fails to transfer utilities/services by effective date, Landlord will bill Tenant for usage service dates beginning _____ along with a **\$30.00** administrative fee. Tenant understands and agrees that essential services are to be maintained and operational at all times. Tenant may not occupy premises without utilities except during brief interruptions beyond their control.

8. OCCUPANCY The premises shall be used as a private residence by the undersigned tenants whose names appear on the Lease Agreement. Occupancy by guests staying over 7 consecutive days will be a violation of this provision. In the event any other people occupy and live in this rental, in any capacity, without Landlord's written consent, it will constitute a breach of this lease and it is agreed that the rent will be increased \$50.00 per person per month, and the Landlord at his sole option may terminate this lease. Tenant may not assign Lease Agreement or sublet any portion of leased premises. If Tenant will be absent for more than 14 days, Tenant must notify Landlord in writing.

9. PETS **No pets shall enter** or be kept on the premises without prior written consent of the Landlord.

10. CRIMINAL ACTIVITY If tenant or tenant's guest engages in criminal activity on the leased premises or near enough to adversely affect it or other residents such activity will be a default for which this lease may be immediately terminated.

11. REMEDIES Tenant and Landlord have all remedies provided by law. If Tenant vacates before the end of Lease (even if due to eviction) Tenant must still pay rent for the entire lease less any net rent which Landlord receives from re-renting Leased premises. Landlord has no duty to re-rent. The prevailing party in any dispute arising out of this lease will be entitled to recover reasonable collection costs including attorney fees from the non-prevailing party.

12. NOTICES Any notice which either party may or is required to give, may be given by mailing the same, by first class mail, certified mail, to Tenant at the premises, or to Landlord at the address shown below or at such other places as may be designated by the parties from time to time. This includes notification or requests for repairs. Tenant is required to notify Landlord in writing of Intention to Vacate **not less than 60 days** or Intention to Re-new at least **30 days** before the expiration of this lease. Tenant agrees to immediately notify Landlord or Agent in writing of any dangerous or hazardous conditions existing on the premises.

13. RIGHT TO ENTER Tenant consents that the Landlord or his agent may enter the premises during reasonable hours and for the purpose of inspecting the premises, making necessary or agreed repairs, decorations, alterations or improvements, supplying necessary or agreed services, or exhibiting the dwelling unit to prospective or actual purchasers, mortgagees, prospective tenants, workmen, contractors, or insurance inspectors. However, in the event of an emergency constituting a danger to life, health or property, the Landlord or his agent may enter the property at any given time without the consent of or notice to the tenant.

14. MAINTENANCE AND REPAIRS Tenant acknowledges that the premises have been inspected and is fully satisfied and accepts it in its "as is" condition, except as otherwise indicated herein. Tenant shall at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Once notice is given to vacate, Tenant agrees to keep the premises in "show condition". "Show condition" means as clean, orderly and undamaged as when received. Upon vacating, Tenant shall deliver premises vacant and clean. In the event the premises are returned in condition poor enough to prevent Landlord from re-renting to a qualified new tenant, Tenant shall be responsible for rent lost as well as the cost of restoration of the rental to the condition it was at the commencement of this lease. Tenant shall be responsible for damages caused by his negligence and that of his family, invitees or guests.

> **PAINT** Tenant shall not paint, paper or otherwise redecorate without the prior written consent of the Landlord. All paints, materials and work plans must be approved in writing by Landlord or his authorized agent. Tenant shall be responsible for paint spills/clean-ups or damages as a result of paint related work.

> **GROUND**s Tenant shall be required to irrigate and maintain any surrounding grounds, including the trimming of lawns, shrubbery and keep same clear of leaves, rubbish and weeds. Tenant is responsible for snow and ice removal from walks, driveways, steps and any areas where safety should be observed. It is agreed that Tenant shall not use any salt on stoops or walkways. Calcium chloride is recommended instead for de-icing, and is not harmful to the masonry.

> **GUTTERS** Tenant is responsible for keeping gutters, if any, free of leaves, sticks and any accumulations that may occur. If the property is heavily treed, gutters may need clearing several times a year.

> **WINDOWS** Tenant is responsible for the cleaning and maintenance of the windows on the premises. If any window(s) or screen(s) become damaged or broken as a result or during the term of this tenancy, the Tenant will be responsible for repair(s). Tenant agrees to observe care and caution when installing and removing any window unit air conditioners.

Tenant is responsible for minor repairs such as light switches, replacing light bulbs, doorknobs, broken windows, leaking faucets, minor toilet problems, etc. Repairs resulting less than \$250.00 shall be deemed minor repairs. Should Tenant neglect maintenance responsibilities, Landlord or agent may assume them on Tenant's behalf and any expenses incurred by Landlord in connection therewith shall be additional rent (added rent), payable to Landlord on demand.

Landlord will maintain air-conditioning and heating equipment, plumbing, electrical, and furnished appliances, unless otherwise noted in this lease agreement.

15. PLUMBING STOPPAGES Tenant is responsible for all plumbing stoppages and cesspool fill ups. Tenant is responsible for the cleanup of waste spills as a result of any plumbing stoppages. As a preventative measure, it is recommended that Tenant have waste lines cleaned annually.

16. APPLIANCES The dwelling contains various appliances, such as _____ etc. These appliances are not included in the rent, but the use of them may be allowed for the tenant's convenience only. If Tenant wishes to use these appliances, Tenant shall assume responsibility for care, repairs and maintenance. If appliances are equipped with manuals and/or warrantee papers, Tenant shall not lose or discard these documents, and will be responsible for their return. If Tenant does not agree to be responsible for the appliances, but rather use his own, he may request that Landlord's appliances be removed from the premises. All washer/dryer installations must be approved and authorized by Landlord in writing. Tenant agrees to replace all water supply hoses to washing machine that show any signs of wear every year.

17. MOLD Tenant must take steps to limit the growth of mold in unit. This includes operating heating and air-conditioning system as appropriate to reduce humidity, using appropriate ventilation, limiting evaporation of water, promptly removing any visible mold, and immediately reporting any leaks or other water intrusion.

18. ALTERATION Tenant may not make alterations or additions, nor install or maintain on premises, any fixtures, large appliances, devices, or signs without Landlord's written consent. Any alterations, additions, or fixtures which are made or installed will remain a part of the rental unit unless Landlord specifically agrees otherwise. Any unauthorized alterations will result in forfeiture of deposit.

19. PESTS Tenant agrees to be responsible for the extermination of any insect or wildlife pest infestation during or as a result of the tenant's occupancy. Tenant shall be responsible to immediately remedy any such infestations as soon as any pest problem is observed.

20. CLEANING FEE In the event the premises are returned in condition poor enough to require a cleaning service, or in the case of an authorized or unauthorized pet residing at the premises during the term of this lease, a cleaning fee of \$_____ is to be paid by Tenant. This fee represents the usual cost of preparation for re-occupancy. Landlord will waive this fee until premises are returned and if returned in as good condition as received at commencement of this lease.

21. FIREPLACE If premises have a fireplace, Tenant agrees to exercise safety measures when it is in use. Tenants agree to assume responsibility for keeping the chimney clear of any buildup or obstructions during their tenancy.

22. NO SMOKING Tenant acknowledges that smoking is prohibited in this rental.

23. WATERBEDS Tenant shall not have a waterbed on the premises without the written consent of the Landlord.

24. LIABILITY Tenant is responsible for casualty and liability insurance coverage on premises. **LANDLORD STRONGLY RECOMMENDS TENANT TO SECURE INSURANCE TO PROTECT ONESELF AND PROPERTY.** Your successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this lease.

25. INDEMNIFICATION Landlord shall not be liable for any damage or injury to the tenant, or any other person or to any property, occurring on the premises or any part thereof, or in common areas thereof, unless such damage or injury is the proximate result of the negligence of the Landlord, his agents or employees. Tenant agrees to hold Landlord harmless from any claims from damages, no matter how caused.

26. DAMAGE If Landlord determines that premises should not be occupied because of damage or risk to property, health, or safety Landlord may opt to terminate this lease. If it is unoccupied due to fault of Tenant or Tenant's family or guest, Tenant will be liable for any monetary loss including rent. Nothing may be used or kept in or about premises which would in any way increase Landlord's insurance cost, be a violation of law, or otherwise be a hazard.

27. WAIVER No failure of Landlord to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of partial payment be deemed a waiver of Landlord's right to the full amount thereof. This lease supersedes any other lease on the premises during the term stated herein. No terms in this lease shall be deemed waived, regardless of any conflicting terms or rules in any governmental rent assistance programs.

28. POSSESSION If Landlord is unable to deliver possession of the premises at the commencement hereof, Landlord shall not be liable for any damages caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within 30 days of the commencement of the term hereof.

29. APPLICATION If any information given by Tenant in application is false or not complete, Landlord may opt to terminate this lease. Tenant must notify Landlord promptly in writing of any changes in the information provided in application.

30. CREDIT REPORTS Landlord has the right to obtain credit and/or any other reports on Tenant deemed appropriate until all obligations under this lease are fulfilled. Landlord has the right to report to others credit experience with Tenant.

31. PARKING Tenants agree to keep no more than _____ vehicles at the premises. These vehicles must be both operable and currently licensed as required by the law. Tenants agree to park vehicles in designated areas only and keep area free of oil drippings. Parking on the lawn of the premises constitutes a breach of this lease. Tenants agree not to park boats, recreational vehicles, trailers, campers, or any type of truck on the premises without Landlord's written permission. Tenants agree not to repair their vehicles on the premises if such repairs will take longer than a single day, unless vehicle is kept in an enclosed garage. Tenant is responsible for damages to the premises caused by Tenants' vehicles or those of invitees or guests. Designated parking for this rental is the two car garage and driveway. A violation of this provision will result in vehicle(s) being towed away at Tenant's expense, and may be construed as a breach of the lease agreement.

32. DEFAULT If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in a manner required by law, the Landlord, at his option, may terminate all rights of the tenant herein, unless Tenant within said time shall cure such default. If Tenant abandons or vacates the premises while in default of the payment of rent, Landlord may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. If the lease is canceled or rent or added rent is not paid on time, or Tenant vacates the premises, Landlord may in addition to other remedies take any of the following steps: Enter the premises and remove the tenant and any person or property; Use dispossession, eviction or other lawsuit method to take back the premises. If the lease is ended or Landlord takes back the premises, rent and added rent for the unexpired term becomes due and payable. Landlord may re-rent the premises and anything in it for any term. Landlord may re-rent for a lower rent and give allowance to the new tenant. Tenant shall be responsible for Landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money the tenant owes. In a proceeding to get possession of the premises, Tenant agrees to make no motions to the court concerning issues such as habitability or delaying the legal process with requests for additional time. Tenant waives all rights to return to the premises after possession is returned to Landlord by a court. Tenant agrees to waive rights to trial by a jury in any matter which comes up between the parties under or because of this lease. Tenant shall not have the right to make a counterclaim or set off.

33. ATTORNEY'S FEES In any legal action to enforce the terms hereof or relating to the premises, regardless of the outcome, the Landlord or agent shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee. Tenant acknowledges all attorney's fees shall be classified and billed to tenant as "added rent."

34. TENANCY & SERVICE OF PROCESS Every tenant who signs this agreement agrees to be fully responsible jointly and severally for all items agreed herein, and furthermore agrees to be the agent of the other tenants and occupants of the premises and is both authorized and required to accept on behalf of the other tenants and occupants, service of summons and other notices relative to the tenancy.

35. ABANDONMENT Tenant agrees to return the premises to the landlord according to the terms of this lease; clean, vacant and undamaged. The premises will be deemed abandoned only under **all** of the following conditions:

1. The Tenant fails to respond to official notices from the Landlord, Agent or local government offices delivered by the US Postal Service.
2. The Tenant fails to respond to or telephone and contact numbers are disconnected.
3. The Tenant is at lease (10) ten days past due on the rent payment for the current month
4. Landlord / Agent has made a physical inspection of the premises to verify occupancy by Tenant or the lack thereof.
5. Landlord / Agent has notified the Tenant in writing that the premises will be deemed Abandoned within 3 days unless Tenant responds to inform Landlord / Agent that the premises have not been abandoned.

In the event the premises are deemed abandoned upon failure on tenant's part to respond, the parties agree that the Landlord / Agent may seize possession of the premises including the contents of the premises. It is furthermore agreed that the abandoned contents or personal property left by the tenant may be disposed of at the Landlord / Agent's discretion.

Tenant's Initials _____

36. BREACH OF LEASE If rent is over seven (7) days late, Landlord will construe non-payment as a breach of this lease, constituting Tenant's 30 days Notice to Vacate. Also, in the event agreements made in this lease are broken by tenant, the security deposit will be forfeit at Landlord's option. Landlord may continue the lease or terminate any or all of the tenant's rights herein. In the event a written Notice of Lease Violation is issued to the tenant, the tenant shall correct the violation within five (5) days. If tenant fails to correct the item(s) in violation, he will be responsible to pay a Lease Violation Penalty Fee of no less than \$50.00 per month, per violation payable as added rent.

37. FORMS AND NOTICES Tenant acknowledges receiving the following forms, understands and agrees to follow instructions therein.
____ Move-In Inventory & Condition Form _____ Lead Paint Disclosure

38. ENTIRE AGREEMENT The foregoing constitutes the entire agreement between the parties and may be modified only by an official change of terms notice issued by the Landlord/agent in writing, or a writing signed by both parties. The following exhibit has been made a part of this agreement before the parties' execution hereof:

39. ACKNOWLEDGMENT Tenants hereby acknowledge that they have read, understand and agree to all parts of this document, and have received a copy.

THE UNDERSIGNED TENANT(S) ACKNOWLEDGES RECEIPT OF A COPY HEREOF.

DATE: _____, 20 _____

TENANT'S SIGNATURE _____

LANDLORD'S SIGNATURE _____