

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (hereinafter "Lease") is entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the Lessor, **BERNHARDT RENTALS** (hereinafter referred to as "Landlord"), and the Lessee(s):

\_\_\_\_\_,  
All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

1. **GRANT OF LEASE:** Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in Putnam County, Tennessee, with address of:

\_\_\_\_\_, Cookeville, TN

Apartment or Unit No. \_\_\_\_\_ (if applicable)

2. **NATURE OF OCCUPANCY:** As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the Tenant's who are a party to this lease or the children of the Tenant.

3. **TERM OF LEASE:** This Lease shall be for a term of \_\_\_\_\_ and shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and extend until its expiration unless renewed or extended pursuant to the terms herein.

4. **SECURITY DEPOSIT:** Upon execution of this Lease, Tenant shall deposit the sum of \$\_\_\_\_\_ to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant is not entitled to interest on the security deposit. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

Should a tenant vacate the premises with unpaid rent due and owing the landlord may, in the Landlord's sole discretion, apply the security deposit to the unpaid debt.

In the event the tenant leaves not owing rent and having any refund due, the landlord shall send notification to the last known or reasonable determinable address, of the amount of any refund due the tenant. In the event the landlord shall not have received a response from the tenant within sixty (60) days from the sending of such notification, the landlord may retain it free from any claim of the tenant or any person claiming in the tenant's behalf.

The foregoing does not preclude the landlord from recovering other damages to which the landlord may be entitled.

5. **RENT:** Tenant acknowledges and agrees to pay rent to the Landlord for the term of this lease in the amount of \$\_\_\_\_\_. This entire amount is due and owing to the Landlord but may be paid in equal monthly installments of \$\_\_\_\_\_ said installment for each month being due and payable on or before the 1st day of the month, the first full rent payment under this Lease being due on the 1st day of \_\_\_\_\_, 20\_\_\_\_\_.

Tenant agrees that if rent is not paid in full on or before the 5<sup>th</sup> day of the month, Tenant will pay a late charge of **\$10.00**. If the rent is not paid in full on or before the 10<sup>th</sup> of the month, Tenant will pay a late charge of **\$20.00**.

Rent payments shall be made payable to **BERNHARDT RENTALS**, and mailed or delivered to **640 North Dixie Avenue, Suite B, Cookeville, TN 38501**. All notices from Tenant to Landlord under this Lease and applicable Tennessee law shall be delivered to the above address.

Tenant agrees that rent monies will not be considered paid until Landlord or Landlord's agent receives the rent monies, either by mail or by delivery to the above address. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid, and rent will be considered unpaid until actual receipt thereof.

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

6. **CONSEQUENCES OF BREACH BY TENANT:** If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person).

(a) If there is a material breach by the tenant with the Lease agreement, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach, and that the Lease agreement will terminate upon a date not less than thirty (30) days after receipt of the notice. If the breach is not remedied in fourteen (14) days, the Lease agreement shall terminate as provided in the notice, subject to the following. If the breach is remediable by repairs or the payment of damages or otherwise and the tenant adequately remedies the breach prior to the date specified in the notice, the Lease agreement will not terminate. If substantially the same act or omission which constituted a prior breach of which notice was given recurs within six (6) months, the landlord may terminate the Lease agreement upon at least fourteen (14) days' written notice specifying the breach and the date of termination of the Lease agreement.

(b) If rent is unpaid when due and the tenant fails to pay, written notice by the landlord of nonpayment is hereby waived. Upon Tenant's nonpayment of rent, Landlord, at his option, may immediately serve Tenant with a notice of termination of at least three (3) days. If Tenant pays rent in full before the expiration of the notice period, the Lease shall not be terminated. The Lease agreement is enforceable for collection of rent for the remaining term of the Lease agreement (acceleration).

(c) Landlord may recover damages and obtain injunctive relief for any breach by the tenant with the Lease agreement. The landlord may recover reasonable attorney's fees for breach of contract and nonpayment of rent as provided in the Lease agreement.

(d) The landlord may recover punitive damages for willful destruction of property.

(e) If there is breach by the tenant materially affecting health and safety that can be remedied by repair, replacement of a damaged item or cleaning, and the tenant fails to comply as promptly as conditions require in case of emergency or within fourteen (14) days after written notice by the landlord specifying the breach and requesting that the tenant remedy it within that period of time, the landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and submit an itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as rent on the next date when periodic rent is due, or if the Lease agreement has terminated, for immediate payment.

Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall **ACCELERATE**, whereby the entire sum shall become immediately due, payable, and collectable. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

7. **DELIVERY OF NOTICES:** Any giving of notice under this Lease or applicable Tennessee law shall be made by Tenant In writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail. Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

8. **UTILITIES:** Tenant will provide and pay for all utility services unless specifically designated to be paid by the Landlord hereinbelow.

Landlord will provide and pay for the following utilities (indicate those that apply):

Electric,  Gas,  Telephone,  Cable Television,  Water,  Garbage pick-up.

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

If the Tenant abandons the leased premises or moves out prior to the end of the term of this lease for any reason, the Tenant agrees to be fully responsible for and to indemnify the Landlord for all utility expenses incurred by the Landlord on the Leased premises until such time as the Leased Premises is relet. Tenant acknowledges that HVAC systems must be operational during all seasons for the protection of the premises.

9. **NOTICE OF INTENT TO SURRENDER:** Any other provision of this lease to the contrary notwithstanding, at least thirty (30) days prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If said written notice is not timely given, the Tenant shall become a month-to-month tenant as defined by applicable Tennessee law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant.

If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a thirty (30) day written notice to the Landlord of Tenant's intention to surrender the residence. At any time during a month-to-month tenancy Landlord may terminate the month-to-month Lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable Tennessee law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

10. **OBLIGATIONS AND DUTIES OF TENANT:**

Tenant shall:

- (a) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- (b) Keep the premises as clean and safe as the condition of the premises when the tenant took possession;
- (c) Dispose from the tenant's dwelling unit all ashes, rubbish, garbage, and other waste to the designated collection receptacles provided and to place the receptacles by the curb to be picked up on the day designated by the City of Cookeville for collection;
- (d) Not deliberately or negligently destroy, deface, damage, Impair or remove any part of the premises or permit any person to do so; and shall not engage in any illegal conduct on the premises; and
- (e) Act and require other persons on the premises with the tenant's consent to act in a manner that will not disturb the neighbors' peaceful enjoyment of the premises.

Tenant agrees that any violation of these provisions shall be considered a material breach of this Lease.

11. **NO ASSIGNMENT:** Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.

12. **TENANT INSURANCE:** Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees,

licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or In any common areas from any and all damages.

13. **CONDITION OF LEASED PREMISES:** Tenant hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes premises in its AS-IS condition with no express or Implied warranties or representations beyond those contained herein or required by applicable Tennessee law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear expected. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and slightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

14. **INSPECTION:** Landlord shall have the right to enter the leased premises from time to time during reasonable hours for the purpose of inspection, maintenance and to make repairs. It is agreed that the Landlord may enter the leased premises without the Tenant's knowledge for any reason and at any time in case of an emergency.

15. **ALTERATIONS:** Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling.

16. **NO ILLEGAL USE:** Tenant shall not perpetrate, allow or suffer any acts or omissions contrary to law or ordinance to be carried out upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises- whether known or unknown to Tenant.

17. **NOTICE OF INJURIES:** In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or to any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days after said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

18. **LANDLORD'S RIGHT TO MORTGAGE:** Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.

19. **ABANDONMENT:** Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid- whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable Tennessee law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable Tennessee law, and terminate this Lease without notice to Tenant.

20. **NOTICE OF ABSENCE FROM PREMISES:** If Tenant is to be absent from the leased premises for seven (7) or more consecutive days, written notice of such should be served upon Landlord. If such absences are to be

customary or frequent, the expected frequency and duration of absence should be set forth in writing and delivered to the Landlord. Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.

21. **POSSESSION OF PREMISES:** Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first installment payment on the rental amount, is paid in full and the premises designated for lease is vacated by the prior tenant.

22. **DELAY OF POSSESSION:** Tenant expressly agrees that if by reason of the premises being unready for occupancy, or by reason of the previous tenant or occupant of the dwelling holding over, or as a result of any other cause whatsoever, Tenant is unable to enter and occupy the premises, Landlord shall not be liable to Tenant in damages, but shall abate the rent for the period in which the Tenant is unable to occupy the premises.

23. **MATERIALITY OF APPLICATION TO RENT:** All representations made by Tenant(s) on the Application to Rent (or like-titled document) are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said Application, Landlord may deem Tenant to be in breach of this Lease.

24. **MODIFICATION OF THIS LEASE:** Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.

25. **REMEDIES NOT EXCLUSIVE:** The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Tennessee law.

26. **SEVERABILITY:** If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.

27. **NO WAIVER:** The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.

28. **ATTORNEY FEES:** In the event that Landlord employs an attorney to collect any rents or other charges due hereunder by Tenant, to regain possession of the premises, seek damages or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee, court costs and all other expenses and costs incurred thereby.

29. **HEIRS AND ASSIGNS:** It is agreed and understood that all covenants of this lease shall succeed to *and* be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.

30. **DESTRUCTION OF PREMISES:** In the event the leased premises shall be destroyed or rendered totally untenable by *fire*, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises as if being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the premises were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

31. **EMINENT DOMAIN:** In the event that the leased premises shall be taken by eminent domain, the rent shall

be prorated to the date of taking and this Lease shall terminate on that date.

32. **LANDLORD ENTRY AND LIEN:** In addition to the rights provided by applicable Tennessee law, Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premises or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.

33. **PETS:** No pets shall be permitted to enter, live or remain on or in the leased premises, with the exception of fish or small birds. Any violation of this provision shall be considered a material breach of this lease.

34. **GOVERNING LAW:** This Lease as governed by the statutory and case law of the State of Tennessee.

35. **LANDLORD'S AGENT:** The Landlord has appointed BARBARA FENLON as Landlord's agent. She is granted the right to act on behalf of the Landlord to execute this lease on behalf of the Landlord and to enforce the terms and conditions of this agreement, including but not limited to bringing suit on Landlord's behalf.

36. **ADDITIONAL PROVISIONS:**

- (a) The Tenant shall not cut trees, shrubbery, flowers or any other plantings located on the leased premises or deface the outside premises in any way.
- (b) No junk cars, unregistered cars, cars with flat tire(s) or car parts are permitted to be kept on the leased premises. If any of the same are kept on the leased premises for more than five (5) days, the parties agree that the Landlord may have the same moved or towed to an impound lot at the Tenant's expense.
- (c) Tenant shall pay to the Landlord a \$25.00 fee for any returned check tendered to the Landlord. If any check tendered by the Tenant is returned unpaid, the parties agree that the Landlord shall thereafter have the option, in the Landlord's sole discretion, to refuse to accept payment in the form of a check for any rents due, or portion thereof, and other monies owed by the Tenant to the Landlord.

WITNESS THE SIGNATURES OF THE PARTIES TO THIS RESIDENTIAL LEASE AGREEMENT:

LANDLORD – BERNHARDT RNETALS      By: BARBARA FENLON, Property Mgr.  
 Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT  
 Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT  
 Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT  
 Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_