

# RENEW Real Estate Services

203 Point East Drive • Nashville, TN 37216  
(615) 800-8490



## 1. Residency and Financials

### 1.1 PARTIES

PARTIES: The parties to this agreement are <<Company Name>> hereinafter referred to as Landlord and <<Tenants (Financially Responsible)>> hereinafter referred to as Tenant(s). All adult occupants of the subject premises must sign this Lease Agreement and such will be jointly and severally liable under the terms and conditions of said agreement.

Co-signor(s) (Financially Responsible Non-Occupant): <<Co-Signer(s)>>

### 1.2 PROPERTY

Landlord hereby lets the property located at <<Unit Address>> for the term of this agreement.

### 1.3 TERM

The terms of this agreement shall begin on <<Lease Start Date>> and end on <<Lease End Date>>.

### 1.4 RENT

The monthly rent for said property shall be <<Monthly Charges>> due and payable on the 1st day of each month.

A Security Deposit in the amount of: <<Security Deposit Charges>> and/or Last Months Rent in the amount of: <<Total Additional Deposits>> will be held and applied to any damages or rent balance after move out. All deposits will be held at REGIONS BANK in Nashville, TN.

SUMMARY OF ONE TIME CHARGES:

<<One-time Charges>>

Admin Fee is a one-time charge and is NON-REFUNDABLE.

### 1.5 NOTICE OF TERMINATION

\*\*\*\* NOTICE OF TERMINATION OF THIS LEASE AGREEMENT FOR NONPAYMENT OF RENT IS HEREBY SPECIFICALLY WAIVED \*\*\*\*

### 1.6 LATE CHARGES

Any rent installment (or portion thereof) that is paid more than 5 days after the due date shall include a late charge of <<Late Fee Rule>>. Said late charges shall become a portion of the rent due under the terms and conditions of this Lease.

### 1.7 RETURNED CHECK CHARGES

A charge of \$30.00 plus any bank fees shall be paid by tenant for any check, ACH or other form of payment that is returned unpaid for any reason, including typing in the incorrect account number. This return check charge shall become a portion of rent due under terms and conditions of this agreement. Landlord reserves the right to remove the ability to make online payments if tenant bounces more than 2 electronic payments during the course of a year.

## 1.8 LIQUIDATED DAMAGES

In the event that the tenant(s) are unable to fulfill the full term of this Lease, the landlord is due liquidated damages of no less than two full months rent plus forfeiture of the security deposit. Any damages to the unit will be applied in addition to this amount.

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## 1.9 UTILITIES AND APPLIANCES

The following Utilities will be paid for and provided by the landlord: <<Utilities Included>>. All other utilities are the full responsibility of the tenant. All utilities should be turned on by the tenant prior to move in. Any costs incurred by the landlord as a result of failure to turn on utilities prior to move in will be charged to the tenant.

This property includes the following appliances: <<Appliances Included>>. Any other appliances currently in the home will not be included as a part of this lease. No additional appliances will be provided by the landlord unless specifically agreed to in writing by both parties prior to signing the lease. In the event that an appliance must be replaced during your tenancy, landlord reserves the right to choose the make/model and quality of the replacement.

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

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## 2. Policies and Procedures

### 2.1 USE OF PROPERTY, OCCUPANCY & GUESTS

Tenant shall use this property for residential purpose only. The property will be occupied only by those tenants listed in ITEM ONE (1), PARTIES, of this lease. Tenant shall notify Landlord in writing of any guest or other person staying at the subject property for more than 7 days. Any guest or other person staying at subject property for more than seven (7) days without written notice to the landlord or any guest or other person staying at subject premises for more than ten (10) days with written approval of the Landlord shall be deemed a tenant, thereby causing all parties to be jointly and severally liable for additional rent of One Hundred Dollars (\$100) per month for each additional tenant. Use of the property as a short term rental or commercial business without express prior consent is grounds for immediate termination of this lease and application of liquidated damages.

### 2.2 TENANTS DUTY TO MAINTAIN THE PREMISES

Tenant shall keep the dwelling unit in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring tenants to maintain rented premises. If damage to the dwelling unit other than normal wear and tear is caused by acts of negligence of Tenant or others occupying the premises under his/her control, Landlord may cause such repairs to be made and Tenant shall be liable to Landlord for any reasonable expense thereby incurred by the Landlord.

### 2.3 ALTERATIONS

No alterations, additions or improvements shall be made by Tenant in or to the dwelling without the prior written consent of Landlord. Such consent may be conditioned upon Tenants agreeing to restore the dwelling unit to its prior condition upon vacating the premises.

### 2.4 NOISE

Tenant agrees not to allow on the premises any excessive noise activity which disturbs the peace and quiet of others.

## 2.5 INSPECTION BY LANDLORD

It is understood and agreed that Landlord shall have the right to enter and inspect premises at all reasonable times to ensure maintenance and safety of premises, and to show the apartment to prospective tenants or purchasers.

## 2.6 SECURITY DEPOSIT

Tenant hereby pays a security deposit in the amount of <<Security Deposit Charges>> at or before the signing of the lease. The security deposit is refundable upon termination of this Lease Agreement provided the Tenant has faithfully performed all convenience and conditions of this Lease Agreement, including but not limited to prompt payment of rents and assessments, removal of all personal property from the premises, return of all keys and leaving the premises clean and as good repair as received, ordinary wear and tear accepted. The security deposit is neither an advance rental payment nor a bonus to the Landlord. Said deposit shall not earn interest. Landlord shall deposit the security deposit at Regions Bank in an account designated for such. **Failure to turn in keys within 24 hours of move out will result in a lock rekey charge of \$125** to be deducted from the deposit. Failure to leave the property in clean and orderly condition will result in a charge of **NO LESS THAN \$300** for professional cleaning of the unit.

## 2.7 LIEN

The tenant hereby gives the Landlord a lien upon all his property situated upon the said premises, including all furniture and household furnishings, for the rent agreed to be paid here-under, for any damage caused by Tenant, and for Court costs and attorney fees incurred under the terms hereof.

## 2.8 SUBLEASING & CHANGES TO TENANTS

Tenant shall not assign this Agreement or sublet the dwelling unit without prior consent of Landlord. Such consent shall be totally at Landlord's option. An additional tenant may be added to the lease at the landlord discretion. Proposed tenants must complete our application and pay an administrative fee of \$175 to be added to the lease. A tenant wishing to be removed from the lease may be done so at the sole discretion of the landlord. Remaining tenants must provide current paystubs and be reapproved to meet our income requirements. The tenant being removed will be charged an administrative fee of \$350 for removal. All tenants must sign an addendum acknowledging either change.

## 2.9 PERSONAL INJURY AND PROPERTY DAMAGE

Neither Landlord nor its principal shall be liable to the Tenant, his family, employees, or guests for any damage to person or property caused by the acts of omissions or other Tenants or other persons, whether such persons be off the property of the Landlord or on the property with or without permission of the Landlord; nor shall Landlord be liable for losses or damages from theft, fire, water, rain, storm, explosion, sonic boom or other causes whatsoever; nor shall Landlord be liable for losses or damages resulting from failure, interruption or malfunction in the utilities provided to Tenant under this lease agreement; nor shall Landlord be liable for injuries elsewhere on the premises. (LANDLORD STRONGLY RECOMMENDS THAT RESIDENT SECURE ADEQUATE INSURANCE TO PROTECT HIMSELF AGAINST SUCH OCCURRENCES). In further consideration of this agreement, Tenant agrees that subject to standards acquired by law, Landlord does not warrant the condition of premises in any respect, and his liability for any injury to Tenant, his family, agent or those claiming under him or those on the premises by his or their invitation, shall be limited to injuries arising from such defects that are unknown by claimant and are known to Landlord or are willfully concealed by him. Additionally, Tenant has inspected the premises and binds himself to hold Landlord harmless against any and all claims or damages arising from those who sustain injuries upon the above leased premises for duration of the lease.

## 2.10 IN CASE OF MALFUNCTION OF EQUIPMENT, DAMAGE BY FIRE, WATER, OR ACT OF GOD

Tenant shall notify Landlord immediately of malfunction of equipment, damage by fire, water or act of God and Landlord shall repair the damages with a reasonable promptness, or if the premises are deemed by Landlord to be damaged so much as to be unfit for occupancy, or if the Landlord decides not to repair or restore the building, if the lease is so terminated, rent will be prorated on a daily basis so that Tenant will pay only to the date of the damage, and the remainder of the month will be refunded provided all tenants and their belongings have vacated with 7 days of the event. Landlord holds no responsibility for public utilities ability to deliver their services and no compensation will be provided for times of water, power or other services outages that are outside of the landlord's control.

## 2.11 PETS

Tenant will not permit a pet to live on the premises without signing and complying with the provisions of a separately negotiated pet agreement. All pets are subject to visual inspection and approval of Landlord at such times as landlord may direct during normal working hours. If it is discovered that an unauthorized pet is living either in the building or on the grounds, the Landlord will provide notice to the Tenant to remedy the situation within five (5) days. Failure by the Tenant to do so will result in a breach of the terms of the lease agreement.

## 2.12 TERMINATION - ALL TENANTS TAKE NOTICE

At least thirty (30) days prior to the termination date of this Lease Agreement, Tenant must give Landlord written notice of his intent to

vacate the subject premises. If the Tenant fails to give such notice, and the Landlord does not provide a NOTICE TO VACATE to the Tenant or initiate a NEW LEASE AGREEMENT or Month to Month Rental terms, then this lease automatically converts to a MONTH TO MONTH AGREEMENT with a **base rent increase of 5% plus \$150 per month**, unless otherwise notified in writing by management. Moving out without giving proper 30 day notice does NOT constitute fulfillment of the terms of this agreement. The final month's rent will NOT be prorated, regardless of the move out date.

## 2.13 ATTORNEY'S FEES

Violation of any of the conditions of the Agreement shall be sufficient cause to initiate eviction from said premises. Tenants agree to pay all costs of such action or cost of collection of damages as a result of Tenants breach of this Agreement, including reasonable attorney's fees and an eviction administrative fee of \$300.

## 2.14 NOTICES

All notices provided for by this Agreement shall be in writing and shall be given to the other party as follows: To Tenant, at the premises; to Landlord at the Office located at **203 Point East Drive, Nashville, TN 37216**

## 2.15 MONTH TO MONTH

As per the terms detailed in item 2.12, this lease will automatically be converted to month to month if neither Tenant or Landlord initiate the process of signing a new lease, new month to month terms, notification of new rental amount or provide in writing a 30 day notice to vacate. All terms of the lease will remain the same with the exception of the monthly rental amount which will be increased by 5% plus \$150 for the new term or an amount as provided in writing by the landlord. Failure by the tenant to reflect this increased amount in the new monthly rent payment may result in incurred late fee charges under the terms of the agreement.

## 2.16 MAINTENANCE REQUESTS

Except in emergencies, all requests for maintenance must be made in writing to the Landlord at the following address: **203 Point East Drive, Nashville, TN 37216**. Maintenance requests may also be submitted online through the tenant portal.

## 2.17 ABSENCE OR ABANDONMENT

The Tenants must notify the Landlord of any extended absence from the premises in excess of seven (7) days. Notice shall be given on or before the first day of the extended absence. The Tenants unexplained and/or extended absence from the premises for thirty (30) days or more without payment of rent as due shall prima facie evidence of abandonment. The Landlord is then expressly authorized to enter, remove and store all personal belongings to the Tenant. If the belongings are deemed to be valued at less than the cost of moving and storage, then said items will be disposed of with no recourse permitted to the Tenant. If the Tenant does not personally claim belongings within an additional thirty (30) days, Landlord may sell or dispose of said belongings and apply the proceeds to the unpaid rent, damages, storage fees, moving costs, sale costs, and attorneys fees. Any unclaimed balance held by Landlord for a period of six (6) months shall be forfeited to the Landlord.

## 2.18 TERMINATION FOR VIOLENT OR DANGEROUS BEHAVIOR

Landlord shall terminate this Lease Agreement within three (3) days from the date of written notice delivered to the Tenant, if the Tenant or any persons on the premises with the Tenants consent willfully or intentionally commits a violent act or behaves in a manner of which constitutes or threatens to be a real and present danger to the health, safety or welfare of the life or property of others.

## 2.19 BREACH OF LEASE

If there is any other material noncompliance of the Lease Agreement by the Tenant, not previously specifically mentioned, or a noncompliance materially affecting the health and safety, the Landlord may deliver a written notice to the Tenant specifying the acts constituting the breach and that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of notice. If the breach is not remedied in fourteen (14) days, the Lease Agreement shall be terminated as provided in the notice subject to the following. If the breach is remediable by repairs or damages or otherwise and the Tenant adequately remedies the breach prior to the date specified in the notice, then the rental agreement will not terminate. If the same act or omission which constituted the prior noncompliance reoccurs within six (6) months, the Landlord may terminate the Lease Agreement upon at least fourteen (14) days written notice specifying the breach and date of termination.

## 2.20 ADDITIONAL TERMS AND CONDITIONS

Additional addendum(s) are attached hereto and are part of the Lease Agreement.

## 2.21 RULES AND REGULATIONS

Tenant has read and agrees to abide by all rules and regulations of the Landlord as they presently exist or as they may be amended at the Landlord's sole discretion. Tenant further agrees to abide by any community or HOA rules as set forth, if applicable. Said Rule and Regulations being attached hereto and are herein incorporated by reference.

## 2.22 ALTERATIONS OF CHANGES IN THIS AGREEMENT

It is expressly understood by Landlord and Tenant that the terms and conditions herein set out cannot be changed or modified, except in writing. Tenant understands that neither Tenant nor Landlord or any agent of Landlord have the authority to modify this Lease Agreement except with a written instrument signed by all parties.

## 2.23 APPLICATION

Tenants Application is an important part of the lease, incorporated by reference and made a part of hereof. Any misrepresentations, misleading or false statements made by Tenant and later discovered by Landlord shall at the option of the Landlord void this Lease Agreement.

## 2.24 LEAD BASED PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. Lessee is hereby made aware that the Lessor has no knowledge, records, or reports of lead-based paint and/or lead paint hazards in the housing. Lessee has read the Lead Warning Statement above and understands it's content. Furthermore, Lessee acknowledges that they have received a copy of the lead hazard information pamphlet "Protect Your Family From Lead in Your Home" (copies available at [www.hud.gov](http://www.hud.gov)). Tenant further accepts the premises in the condition as described above and subject to standards required by law, agrees to hold Landlord and its agents, assigns and employees and all others holding under Landlord, harmless as a result of any damages due to any lead paint or lead paint hazards. ☐ I Understand.

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

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# 3. RULES AND REGULATIONS

## 3.1 PROPERTY RULES

1. No signs or advertisements shall be attached or displayed by on or about said premises.
2. Profane, obscene, loud boisterous language or unseemly behavior is absolutely not permitted by tenant. Tenant will take full responsibility for all guests, relatives, or any persons at their dwelling.
3. Tenant is not permitted to annoy, harass, embarrass or inconvenience any of the other tenants or occupants in the subject adjoining premises.
4. No motor vehicle shall be kept on the property that is unlicensed, inoperable or significantly damaged condition. Damaged condition includes but is not limited to: flat tires, on blocks or no engine. Any such vehicle that remains on the property for a period of more than three (3) days after notice to remove shall be towed by a wrecker and stored with that service at the tenant and/or vehicle owner's expense.
5. As per fire safety standards, all motorized vehicles including but not limited to motorcycles, or lawnmowers must be parked outside the dwelling. No unauthorized vehicles shall be parked or kept in any building structure on the property except authorized garage spaces.
6. Only persons employed by landlord or his agent are allowed to adjust or have anything to do with operating on air conditioning units, the repair or adjustment of any plumbing, appliance repair, or any other equipment that is furnished by landlord or is a part of subject property.
7. The sound of musical instruments, radios, televisions, other electronic devices and singing shall all be limited in volume to a point that is not objectionable to other tenants or occupants in subject or adjoining properties.
8. No awnings, venetian blinds, or window guards shall be installed, except with prior written approval by owner.
9. Tenant shall not alter or replace any locks or bolts or install any other attachments, such as knockers upon any door except where prior

written approval is given by landlord. Any alarms placed in unit by tenant will be required to give management the alarm code to gain access in cases of emergency or maintenance request.

10. No defacement of the interior or exterior of the building or surrounding grounds will be tolerated.

11. No spikes or hooks shall be driven into the walls, ceilings, or woodwork of the leased premises without consent of the landlord. No crating or boxing of furniture or other articles will be tolerated in the lease premises.

12. It is specifically understood that the landlord solely reserves the right to modify and add rules to this lease.

13. It is specifically understood and agreed that the landlord shall not be responsible for items in storage areas.

14. The landlord has the right to remove any combustible material from the premises.

15. Lavatories, sinks, commodes, and all water plumbing apparatus shall be used only for the purpose for which they were constructed. Sweepings, rubbings, rags, ashes, and other foreign substances shall not be thrown there in. Any damage to such apparatus and cost of cleaning resulting from the miss use shall be the sole responsibility of the tenant.

16. All tenants are responsible for keeping the water fast dripping (both hot and cold) and cabinet doors open and any other necessary actions to keep water pipes from freezing in cold weather. The cost of restoring frozen water lines due to tenant negligence will be borne solely by the tenant.

17. All tenants with central heat and air are responsible for changing the filters every 30 days. Failure to do so may result in damage charges.

18. Tenants will be responsible for yard maintenance unless otherwise specified in the lease. This includes mowing, edging, weeding, trimming and anything else necessary to ensure that the landscaping is kept at the same condition as found at move-in. Any grass left unmowed and found to be at a height of greater than 8" may be mowed by the landlord and costs charged to the tenant.

19. Vehicles to be parked in designated areas only (driveways). Any vehicles parked in any part of the yard are subject to be towed without notice at the tenants expense.

20. Be Nice.

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

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## 4. Other Policies

### 4.1 SECURITY DEPOSIT

Refund of the security deposit, referred to in the lease agreement is subject to complying with all six of the following rules:

1. The full term of the lease has expired
2. A thirty (30) written notice is given to management prior to vacating the subject property.
3. There are no damages to the subject property, including appliances and equipment.
4. The entire premises are clean, including appliances, closets and bathrooms and the yard is mowed.
5. There are no late charges, delinquent rents, or fees for damages and/or attorney fees.
6. All keys, including mailbox keys, are returned to management.

Tenant will be responsible for rent on subject property until all keys are returned to the office. Property is not considered vacant until ALL tenants are fully moved out.

If tenant changes their mind after being approved for the property but prior to move in date, Landlord will keep first month's rent and security deposit as liquidated damages.

Any security deposit refund may be paid on a single check made out to ALL of the current tenants unless ACH payment information is provided for each. Individual checks to each tenant will not be issued. All tenants of record on the lease are jointly liable for any and all damages to the condition of the property and any past due rents owed.

In NO CASE will the security deposit be applied on the last month's rent or any other unpaid balance.

In the event the tenant(s) fail to provide a forwarding address within 30 days of moveout or if paper check is not cashed within 6 months, security deposit will be considered forfeit and funds retained by the landlord. Lost checks requiring reissue will incur a \$100 reissue fee payable before a new check will be prepared. All tenants are encouraged to enter their banking information during the move-out process in

order to receive a refund electronically to avoid these issues.

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#### 4.2 MOVE IN REPAIRS

I, the undersigned tenant, have fully inspected the premises and find them to be in satisfactory condition. Any and all repairs requested prior to move in have been completed or are in process. Any repairs which I find after move in will be requested in writing and will be reviewed by the landlord and done only if they are pertinent to my safety. These repairs will be given ample time to be completed. No repairs of a cosmetic nature will be made after move in unless expressly agreed to in writing prior to lease signing. Any preexisting cosmetic damage must be documented by the tenant within 3 days of move in and proof of such provided to the landlord in writing.

#### 4.3 EXTERMINATION

We do any necessary extermination prior to move in. After move in any extermination will be the tenant's responsibility. We do not supply extermination for any (but not limited to) of the following: roaches, water bugs, snakes, rats, crickets or other nuisance pests. We will not be held responsible for extermination after your move in date.

#### 4.4 SALE OF PROPERTY

If during the term of your lease, the property is sold or otherwise transferred to new ownership, the new owner may provide a 30 day notice in writing to terminate this lease agreement.

#### 4.5 RENTERS INSURANCE

ALL Tenants shall, at their own expense, obtain and maintain throughout the term of this Lease a renters insurance policy. The policy shall provide, at a minimum, personal property coverage for loss or damage due to fire, theft, vandalism, or other covered perils, and personal liability coverage with a minimum limit of \$100,000 per occurrence. The Tenant shall provide the Landlord with a certificate of insurance or other proof of coverage prior to occupancy and upon renewal of the policy. Failure to maintain such insurance shall constitute a material breach of this Lease and the Landlord, at it's own discretion, may purchase Liability to Landlord (LLI) coverage to protect the interests of the landlord and seek reimbursement for such costs from the tenant.

#### 4.6 ADDITIONAL FEES AND CHARGES

A violation by any of the following actions will result in a charge of \$100 PLUS any cost to cure:

- Codes Letter from Municipal Property Standards for violations that are the direct responsibility of the tenants (e.g. tall grass, junk on porch or yard, inoperable motor vehicle).
- Missed scheduled appointment with a vendor.
- Vendor denied access to property to complete necessary repairs.
- Dirty or unchanged air filter.
- Removal or disabling of smoke detectors.
- Failure to transfer required utilities into tenant name within 5 days of lease start date.
- Unauthorized changing of any locks.

#### 4.7 RENT PAYMENTS

**DIRECT ALL RENT PAYMENTS (NO CASH) AND CORRESPONDENCE TO:**

<<Company Name>>

<<Company Address>><<Company Phone Number>>

Website: [www.renewtn.com](http://www.renewtn.com)

Email: [rentals@renewtn.com](mailto:rentals@renewtn.com)

Office Hours are Monday Through Friday, 9am until 5pm. We are closed for holidays and other company scheduled events. Appointments to talk with a Property Manager must be scheduled in advance.

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

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## 5. Sign and Accept

### 5.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You may receive a printed contract for your records upon request.

X \_\_\_\_\_  
Lessee

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

X \_\_\_\_\_  
Lessor

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

SAMPLE