

# Lease Agreement

By this agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_, 3446 Six Mile Road, Maryville, TN 37803, referred to below as lessor, and \_\_\_\_\_ referred to below as lessee, lessor grants, demises and lets to lessee, and lessee hires and takes as tenant of lessor, property situated at \_\_\_\_\_, in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of Tennessee 37803.

It is further agreed between the parties as follows:

## Section 1: Term

This lease shall be for a term of one (1) year beginning \_\_\_\_\_ and ending \_\_\_\_\_.

## Section 2: Use, Occupancy, & Occupants

The premise leased is to be used and occupied by lessee, and only lessee, as a residence and for no other use or purpose whatsoever. Lessee shall not use or permit the use of the premises, or any part of the premises, for any purpose other than as above-stipulated without the written consent of lessor.

The Residence may be occupied only by Lessee and other authorized Occupants identified below. Lessee's rent is based on the number of occupants and all occupants of the Residence are listed below. No new occupants are allowed without Lessor's written consent and a revision to this Agreement. **No Resident may have more than 2 persons in a one bedroom unit, 4 persons in a two bedroom unit, and 6 persons in a three bedroom unit (unless otherwise provided by law). This is a material term to this Agreement, and any violation of this provision will result in the termination of this Agreement.**

Authorized Occupants & Relationship:

_____	_____
_____	_____
_____	_____

### Section 3: Rent

The rental for the premises for the term shall be \$\_\_\_\_\_, rent shall be payable in monthly installments in the amount of \$\_\_\_\_\_ per month and due on the first (1<sup>st</sup>) day of the month, during the entire term of this contract at the office of lessor, at 3446 Six Mile Road, Maryville, Tennessee, 37803, or to any other person or agent and at any other time that lessor may designate. NOTICE OF TERMINATION OF TENANCY UNDER LEASE AGREEMENT FOR NONPAYMENT OF RENT/ DEFAULT IS HEREBY SPECIFICALLY WAIVED.

### Section 4: Effect of Failure to Deliver Possession of Premises

In the event possession cannot be delivered to lessee on commencement of the lease term, through no fault of lessor or its agent, there shall be no liability on lessor or its agents, but the rental shall abate until possession is given. Lessor or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, lessee agrees to accept the leased premises and pay the rental from that date. In the event possession cannot be delivered within such time, through no fault of lessor or its agents, then this lease and rights under this lease shall terminate.

### Section 5: Utilities

Lessee shall maintain & pay all charges for electricity, water, sewer, gas, & other utilities used during the term of this lease. Any charges billed to Lessor for days during Lessee's lease term must be reimbursed. Utility accounts must be in the Lessee's name for the entirety of the lease term. Lessee agrees to pay all utility bills in full, including applicable monthly administrative fees, late fees, and setup fees, on time and in full. **Failure to maintain utilities is deemed a material breach of this lease.**

In the event the heating apparatus shall need repair, or should any of the electrical equipment belonging to the leased premises, or the building, become unserviceable, lessor shall have a reasonable time, after notification, to determine the problem, and have the equipment repaired.

### Section 6: Animals

Lessee shall keep no domestic animals on or about the leased premises without the written consent of.

## Section 7: Appliances

Lessor is providing with the leased premises the following appliances: stove, refrigerator, dishwasher, and microhood.

## Section 8: Maintenance, Redecoration, Alterations, & Residence Condition

Lessee shall not make any alterations, additions, or redecorations on the leased premises without the lessor's prior written consent. Such consent shall be totally at Landlord's option. All additions, fixtures, or improvements made by lessee, except movable household furniture, shall become the property of lessor and remain on the premises as a part of the premises, and shall be surrendered with the leased premises at the termination of this lease. **Lessee shall not hang pictures/mirrors/etc on the walls without the prior written consent of the lessor. If Lessee should hang items on the walls it is agreed that the Lessor may deduct from the security deposit to patch, mud, paint and repair the walls.** Should lessee make any alterations, additions, or redecorations without prior written consent, lessee agrees that the security deposit will not be returned. **Lessee shall not repaint the premises, or any portion thereof, without the prior written consent of lessor. If lessee does repaint the premises, or any portion thereof, without the prior written consent of the lessor, the lessee agrees that the lessor will retain the security/damage/cleaning deposit in full and is in violation of the lease agreement.**

At the beginning of the tenancy, Lessee shall perform an Inventory/Move In/Move Out Inspection documenting the condition of the Residence and an inventory of appliances, furniture, and furnishings. If Lessee fails to report any defect after completing the Inspection, it will be conclusively presumed that the Residence and Personal Property are in good condition. During Lessee's tenancy, Lessee must keep the Residence clean. Lessee may not paint, wall paper, add adhesive shelf liner, or make other alterations to the Residence without prior written consent by Lessor. Irrespective of Lessor's consent, the Residence must be returned to its original condition upon move-out and Lessee will be charged for restoration. This includes (but is not limited to):

- New and/or additional locks
- Paint
- Light Fixtures & Light Bulbs
- Carpet
- Mirrors
- \* Wallpaper
- \* Stationary Shelves
- \* Drapes/Mini-blinds
- \* Shower Curtain & Rings

Lessor's approval of alterations does not waive Lessee's obligation to pay to return the Residence to its original condition upon move-out. Lessor will supply the

Lessee: \_\_\_\_\_

Lessor: \_\_\_\_\_

Residence with functioning light bulbs before Lessee takes possession of the Residence. Lessee is responsible for replacing nonfunctional light bulbs at Lessee's expense. Lessee acknowledges that Lessor has not made any promises to make any changes to the Property except as specified in this Agreement. Lessee must maintain a temperature of at least 55 degrees F in the Residence to prevent the pipes from freezing.

Any damage to the walls, woodwork, or any other part of the dwelling unit, the building, or any common areas, caused by driving nails, tacks, screws, or hooks will be charged to the Lessee. Pictures or other ornamental wall decorations (if permitted) will be attached to the walls only with such devices being approved by the Lessor.

### **Section 9: Lessor's Right of Entry for Inspection, Repairs, and Alterations**

Lessor, or lessor's agents, shall have the right to enter the leased premises during all reasonable hours with reasonable, twenty-four (24) hours, notice to lessee to inspect the premises or to make repairs, additions, or alterations as may be deemed necessary for the safety and comfort of tenants, or for the preservation of the leased premises or the building, or to show the leased premises, at any time within 30 days before the expiration day of this lease or from the time that notice has been given of intent to vacate. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this agreement or to the rules and regulations of the building.

Lessor shall have the right to enter the leased premises once a month to replace the air filter to ensure that the heating/air unit is maintained & working properly.

### **Section 10: Lessee's Liability for Damage**

Until the premises have been relet, lessee agrees to pay to lessor, on the same days as rental payments are due under this lease (It is agreed between the parties that it not create a continued tenancy, is damages due to Lessor), the actual damages suffered by lessor since the last payment, either of rent or damages, was made; or water apparatus or electric lights or wires, or any fixtures, appliances, or appurtenances of the leased premises, or of the building, caused by act or neglect of lessee or any person or persons in the employ or under the control of lessee.

### **Section 11: Lessee's Liability for Abandoning, Vacating, or Moving Out of Premises**

If lessee abandons or vacates or moves from the leased premises or is dispossessed for cause by lessor before the termination of this lease, or any renewal of this lease, lessor may declare this lease forfeited and shall, in such an event, make reasonable efforts to relet the premises. Lessee shall be liable to lessor for all damages

suffered by lessor by reason of forfeiture. Remedies are provided as follows and damages shall include, but shall not be limited to, the following:

- (a) All actual damages suffered by lessor, until the property is relet, including reasonable expenses incurred in reletting or in attempting to relet (It is agreed between the parties that it not create a continued tenancy, is damages due to Lessor); **and**
- (b) The difference between the rent received when the property is relet and the rent reserved under this lease. After the premises have been relet, lessee agrees to pay to lessor, on the last day of each rental period, the difference between the rent received for the period from reletting and the rent reserved under this lease for that period; **and**
- (c) Forfeiture of Deposit.            (**INITIAL HERE**)

The parties agree that all remedies specified in this Section are cumulative.

### **Section 12: Loss or Destruction of Property Leased**

If the leased premises become, as a practical matter, totally untenable after a casualty loss such as fire, storm, explosion, earthquake, or other casualty loss, and if the casualty loss is not due to the negligence or fault of the lessee or the lessee's family, guests, or invitees, either lessor or lessee may terminate the rental agreement at any time prior to completion of repairs by giving written notice to the other. In such event, the lessee shall only be entitled to a pro-rata refund of rent from date of move-out and a refund of any security deposit required by law. Where the condition is the result of an insured casualty loss, the time period for repair shall not commence until insurance proceeds are received by the lessor.

Should only a part of the leased premises thereby be rendered untenable, the rental shall abate in the proportion which the injured part bears the whole leased premises, and such part so injured shall be restored by lessor as speedily as practicable, after which the full rent shall recommence and the lease continue according to its terms.

### **Section 13: Assignment or Sublease**

Lessee shall not assign this lease or sublet the premises, or any part of this lease without the prior written consent of the lessor. Any unauthorized assignment or sublease shall be void, and shall terminate this lease at the lessor's option.

### **Section 14: Effect of Failure to Strictly Comply With Provisions of Lease**

Lessor's failure to object to any default on the part of lessee shall not be construed as a waiver of such default, nor shall any custom or practice that may grow up between

the parties in the course of administering this instrument be construed to waive or to lessen the right of lessor to insist on the performance of the provisions of this lease.

### **Section 15: Default in Rent Payment**

If any default be made in the payment of rent, or any part of the rent, at the times specified, or if any default be made in the performance of any other covenants or agreements contained in this lease, the lease, and the relation of landlord and tenant, at the option of lessor, shall wholly cease and terminate.

Parties further agree that Lessor shall be permitted to accept any late payments for rent and still consider the Lessee in default. The Lessor shall have the option to consider the lease agreement terminated. Lessor shall have the right to notify Lessee that the lease agreement is thereby terminated & Lessee shall vacate the premises within ten (10) days or within such other time as Lessor may agree to in writing. Such acceptance of any late payment shall not be construed as a waiver of default. NOTICE OF TERMINATION OF TENANCY UNDER LEASE AGREEMENT FOR NONPAYMENT OF RENT/ DEFAULT IS HEREBY SPECIFICALLY WAIVED.

### **Section 16: Binding Effect on Successors and Assigns**

The covenants and conditions contained in this lease shall apply to and will bind the heirs, executors, and legal representatives of the parties to this lease, and all covenants are to be construed as conditions.

### **Section 17: Personal Injury/Property Damage**

Lessee shall assume all liability for any injury or damages that may arise from any accident, injury or damages that occurs from the use of the demised premises or common areas. Lessee shall indemnify Lessor against all claims filed by parties injured or damaged by any such use of the premises. PERSONAL INJURY AND PROPERTY DAMAGE: Subject to standards required by law, neither Landlord nor its principal shall be liable to Tenant, his family, employees, or guest, for any damage to person or property caused by the acts of omissions of other Tenants or other persons; nor shall Landlord be liable to losses or damages from theft, fire, water, rain, storm, explosion, sonic boom, or other causes whatsoever, nor shall Landlord be liable for loss of damages resulting from failure, interruptions, or malfunctions in the utilities provided to the Tenant under this Lease Agreement; nor shall Landlord be liable for injuries anywhere on the premises. LANDLORD IS NOT REPOSNSIBLE FOR, AND WILL NOT PROVIDE, FIRE OR CASUALTY INSURANCE FOR THE TENENAT'S PERSONAL PROPERTY.

In further consideration of this Agreement, Tenant agrees that, subject to standards required by law, Landlord does not warrant the conditions of the premises in any respect, and his liability for any injury to the 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. Additionally, the Tenant has inspected the premises and binds himself to hold Landlord harmless against any and all claims for damages arising from those who sustain injuries upon the above leased premises, during the term of this Lease, or any extension thereof. Lessor does not provide any insurance coverage to Lessee's use of the demised premises or common areas.

### **Section 18: Lessor's Attorney's Fees in Action For Rent**

Violation of any of the conditions of this Agreement shall be sufficient cause for eviction from said premises. If lessor brings an action for recovery of rent due under the provisions of this lease, or because of lessee's breach of other covenants or conditions contained in the lease, lessee agrees to pay all cost of such action or cost of collection of damages as a result of Tenant's breach of this agreement including reasonable attorney's fees, expenses, filing fees & court costs.

### **Section 19: Rights and Duties of Parties In Case of Litigation**

If lessor is made a party defendant to any litigation concerning this lease or the leased premises or the occupancy of the premises by lessee, then lessee shall indemnify lessor against all liability by reason of such litigation, including reasonable attorneys' fees and expenses and other costs incurred by lessor in any such litigation whether or not any such litigation is prosecuted to judgment.

If lessor commences an action against lessee to enforce any of the terms of this lease, because of the breach by lessee of any of the terms of this lease, for the recovery of any rent due under this lease, or for the unlawful detainer of the leased premises, lessee shall pay to lessor reasonable attorneys' fees and expenses, and the right to such attorneys' fees and expenses for any claim shall be enforceable whether or not such action/claim is filed or prosecuted to judgment. If lessee breaches any terms of this lease, lessor may employ an attorney or attorneys to protect lessor's rights under this lease, and in the event of such employment following any breach by lessee, lessee shall pay lessor reasonable attorneys' fees and expenses incurred by lessor whether or not an action is actually commenced against lessee by reason of such breach.

Lessor will be entitled to reasonable attorneys' fees and all other costs incurred preparing and serving notices to Lessee (and/or consultations with attorneys in connection with preparing and serving notices), whether or not legal action is brought in connection with the default.

**Section 20: Lessor's Option to Terminate Lease On Sale of Premises**

It is further agreed that this lease shall be subject to termination at any time after the first 30 days of the lease if lessor shall desire to sell the demised premises and shall have a bona fide offer for the purchase of the lease.

Lessor or any subsequent owner of the premises on making a contract for sale of the premises shall have the right to terminate this lease, and lessee agrees to quit the premises and yield up the peaceful possession of the premises within 30 days after receiving written notice from the lessor or subsequent owner that an escrow has been opened in connection with such sale.

**Section 21: Security/Cleaning/Damage Deposit**

Lessor acknowledges receipt of \$\_\_\_\_\_ as security deposit for lessee's faithful performance of this lease. Lessor agrees to refund the security deposit to lessee within 30 days after lessee surrenders the premises, or the balance of such deposit after deductions made unless the security deposit has been forfeited per Section 11 or Section 21 below. Lessee agrees to furnish lessor with his/her forwarding address for purposes of security deposit refunding. This deposit held as security against any damage to the entire property, including but not limited to Landlord's furniture, appliances, fixtures, walls, carpet, and excessive wear and tear; excessive cleaning; and against Tenant abandoning/vacating/moving from the entire premises prior to the termination date of this Lease, or failing to perform any and all the covenants herein, in which case the deposit will be retained by the landlord and not be returned to the tenant. Tenant agrees that said security deposit shall be held without interest and deposited at US Bank. Failure to return the Leased Premises to Landlord in a clean condition will result in a cleaning charge, which at Landlord's option, may be deducted from Tenant's security deposit. **Lessee shall not hang pictures/mirrors/etc on the walls without the prior written consent of the lessor. If Lessee should hang items on the walls it is agreed that the Lessor may deduct from the security deposit cost for labor & materials to patch, mud, paint and repair the walls.**

**Section 22: Notice of Defects Requiring Repair**

Lessee shall give to lessor prompt notice of any damage or defects to, or any defects in, water pipes, electric light fixtures, water heater, heating apparatus, or such



other structures/fixtures on the demised premises that may come to his/her notice, and such defects shall be remedied by lessor, at the expense of lessor, with due diligence. Lessee shall be liable for any ordinary wear & tear from use of such fixtures.

**Section 23: Late Charges**

Any rent installment that is paid after the 5<sup>th</sup> DAY OF THE MONTH shall include a late charge of \$20.00; if rent is still unpaid by the 10<sup>th</sup> DAY OF THE MONTH, a late charge of 10% (ten percent) of the rent installment must be added. Said late charge shall become a separate portion of the rent due under the Terms and Conditions of this Lease.

**Section 24: Return Check Charges**

Tenant shall pay a charge of \$25.00 for any check that is returned unpaid. Upon return of dishonor of any check tendered as payment of rent, late charges will be assessed as if no rental payment was attempted.

**Section 25: Termination – All Tenants Please 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. Failure of Tenant to give Landlord said notice of intent to vacate the subject premises will cause Landlord to treat tenant as a holdover in accordance with item twenty-six (26), HOLDOVER, of this Lease Agreement. No matter if Tenant continues to occupy the premises or not. Upon proper termination or expiration of this Agreement, Tenant shall vacate the premises, remove all personal property belonging to him, and leave the premises as clean as he found them.

**Section 26: Holdover**

If Tenant holds over upon termination or expiration of this Agreement and/or Landlord accepts Tenant’s tender of the monthly rent provided by this Agreement, this Agreement shall continue to be binding on the parties as a month-to-month agreement under the same Terms and Conditions as herein contained.

**Section 27: Notices**

Lessee: \_\_\_\_\_  
Lessor: \_\_\_\_\_

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 3446 Six Mile Road, Maryville, Tennessee, 37803.

### **Section 28: Termination For Violent or Dangerous Behavior**

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

### **Section 29: Application & Representations**

Tenant's Application is an important part of this Lease, incorporated by reference and made a part hereof. Any misrepresentations, misleading or false statements made by Tenant and later discovered by the Landlord shall, at the option of the Landlord, void this Lease Agreement. Lessee warrants that all statements in the rental application and other documents submitted by Lessee to Lessor (whether previously or in the future) are accurate. If they are not, this will be a noncurable breach of this Agreement and Lessor may terminate Lessee's tenancy.

### **Section 30: Barbeques:**

If barbeque grills are allowed on the property, the following guidelines are applicable:

- GAS OR PROPANE GRILLS with a tank capacity greater than 2.5 pounds may not be used or stored within 12 feet of any building.
- FIREPITS ARE PROHIBITED
- CHARCOAL GRILLS may be used the following provisions:
  - Must be 12 feet from a building structure when in use or hot to the touch
  - When not in use (cool), may be stored on gravel or concrete no closer than 1 foot from a building or combustible material.
  - Leaves, paper and other debris must be cleared from the area where BBQ's are in use or stored.
  - Ashes from BBQ's may not be placed in trash cans inside buildings. Cold ashes may be disposed of in outside trash cans.

### **Section 31: Conduct & Compliance With Agreement, Law & Rules**

Lessee is responsible for his/her own actions, and the actions of his/her Related Parties. Lessee and the others for which he/she are responsible:

- Notwithstanding the provisions in Section 37, may not create a nuisance on the Residence or Property, and may not disturb other Property residents or neighbors with excessive noise (loud television, stereos, voices, etc.) Loud playing of stereos, musical instruments, etc. is discouraged at all times. Any noise, disturbance, or activity, in lessor's sole and absolute discretion which would be likely to bother other residents is not allowed. No music, TV, etc. that can be heard outside of your residence is allowed and constitutes grounds for eviction;
- Obscene, threatening or abusive language towards Lessor, Lessors' employees, Residents, their guests or invitees, and subcontractors is prohibited and may result in early termination of the Lease Agreement;
- Lessee will be responsible for the conduct of his/her Related Parties, guests, invitees, employees, subcontractors, etc.;
- Drinking alcoholic beverages outside of Lessee's Residence, in common areas, or in Lessee's garage, is not allowed at any time of the day or night;
- Shower Drains: Lessee is responsible for cleaning hair out of their shower drains to prevent clogs. If Lessee encounters any problems with the shower drain Lessee must notify Lessor;
- Mail: Lessor is not responsible for messages, materials or mail. Any missing articles are the responsibility of the Lessee or the mail carrier;
- Toilets: Please use standard toilet paper and do not flush any other items in the toilet. Over stuffing the toilet with toilet paper or other items are prohibited and may lead to toilet overflow;
- Lessee must comply with all Lessor's rules regulations and instructions (including posted signs and those specified in this Agreement), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. Lessor may periodically modify the rules and regulations by delivering a copy of the modifications to Lessee or posting the rules and regulations at the Property;
- Lessee must notify Lessor in writing of any dangerous condition, deterioration or damage to the Residence and Property (including Common Areas) so that Lessor may make necessary repairs;
- Residents shall comply with a nightly curfew that begins at 9:00 pm and continues until 8:00 am that prohibits Residents, their guests/invitees from loitering or congregating outside in common areas, causing unnecessary noise deemed a disturbance to neighbors such as moving furniture, hanging pictures, actually moving into or out of a unit, or loud music/tv/sound etc;
- Lessee is responsible for damage to the Residence and Property caused by action or inaction of Lessee and his/her Related Parties. Lessee agrees to

Lessee: \_\_\_\_\_

Lessor: \_\_\_\_\_

indemnify, defend (with counsel of Lessor's choice), and hold Lessor harmless for any liability, costs (including reasonable attorney's fees), or claims resulting from Lessee's breach of this Agreement or the negligence, violation of law, or willful misconduct of Lessee or Lessee's Related Parties;

- Fireworks are prohibited on the property.

### **Section 32: Construction/Maintenance**

From time to time, there may be inconvenience associated with construction &/or maintenance, and Lessee agrees that the Rent specified in Section 3: Rent is fair and reasonable while construction &/or maintenance is ongoing. Lessee agrees that any inconvenience caused by ongoing construction &/or maintenance will not give Lessee an offset to rental obligations, or be the basis for a complaint against Lessor for rent relief, or any other claim, right, or remedy against Lessor, including constructive eviction. Although an estimated completion date may be specified, Lessor does not guarantee the construction &/or maintenance date. Lessor will require the construction &/or maintenance to be done in a commercially workmanlike and reasonable manner, and the general hours of construction &/or maintenance will be during reasonable hours.

### **Section 33: Guests**

Lessee may have overnight guests for no more than two (2) consecutive nights or three (3) nights within a seven (7) day period, and no more than two overnight guests at a time unless Lessor provides specific approval. Lessee must obtain Lessor's written consent to change Residents/Occupants or add additional Occupants within the Residence.

### **Section 34: No Release**

Lessee will not be released from this Agreement on the grounds of voluntary or involuntary school withdrawal or transfer, business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-Residents, bad health, or any other reason unless Lessor agrees otherwise in writing or unless for Military purposes. Lessor may grant or withhold consent to a release in Lessor's sole discretion.

### **Section 35: Satellite Dishes**

Lessee shall not install or use any outside radio, television antenna or satellite dish without Lessor's prior written consent. Lessee may install a satellite dish for personal, private use under the following conditions after first receiving prior written consent:

- The satellite must be one meter or less in diameter;

- The satellite dish may only be installed in the Residence in areas within Lessee's control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to the roof, outside walls, window sills, common balconies, hallways or stairways. Note that allowable locations may not provide an optimal signal, or any signal. Lessor does not warrant that the Residence will provide a suitable location for receiving a satellite signal.
- Lessee may not make physical modifications to the Property and may not cause physical or structural damage to the Property. No holes may be drilled through exterior walls or the roof.
- Lessee must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and Lessee will be liable for any damage or injury caused by the installation, maintenance or removal of the satellite dish.

### **Section 36: Waterbeds and Aquariums**

Waterbeds are permitted only with the Lessor's prior written consent which will be provided in accordance with state law. Permission may be conditioned on insurance protecting Lessor, an increase in security deposit equal to one-half month's rent, and installation and maintenance in accordance with industry standards. Lessee must also obtain Lessor's prior written consent & permission to have an aquarium more than 5 gallons.

Waterbeds are not permitted on the second floor of any dwelling unit. Proof of renters insurance coverage is required by Lessor before installation of waterbed on 1<sup>st</sup> floor will be allowed.

### **Section 37: Limitations of Fitness, Habitability, and Peaceful, Safe & Quiet Enjoyment of the Residence**

Lessee & Lessor specifically agree that:

- (i) Smoke & Odors:
  - Lessee agrees that any element of common or municipal law related to fitness and habitability do not impose a duty on Lessor to make the Residence smoke-free or odor-free to Lessee's satisfaction, particularly where said smoke and/or odors and/or smells are caused by Lessee's neighbors;
  - Lessee agrees that certain smells (to include cooking certain types of food), odors, and tobacco smoke caused by Lessee's neighbors (and Lessee) have the capability of penetrating walls, ceilings, and floors, and Lessee further agrees that this reality is inherent in any

multifamily living environment such as condominiums/apartments/ duplex and any other rental housing property where units are built immediately next to, or on top of, each other; and

- Lessee agrees that it is impossible or unreasonably impractical (due to the extraordinary costs involved) for Lessor to prevent odors, smoke, and other smells from entering the Residence from neighboring rental units, even with Lessor's use of modern building materials and Lessor's compliance with applicable building codes.

(ii) Noise/Sounds:

- Lessee agrees that the concept of peaceful, safe, and quiet enjoyment (as generally defined by applicable common law) is not a guarantee that the Residence will be perfectly quiet, safe, or peaceful, and due to the inherent nature of multifamily living environments, Lessee agrees that certain everyday sounds such as walking, talking, cleaning, using common appliances, and the occasional entertaining of guests will penetrate walls, floors and ceilings, and as such, Lessee agrees that Lessor cannot guarantee that Lessee will have a completely quiet and serene living environment;
- As such, Lessee agrees that it is impossible or unreasonably impractical for Lessor to prevent noises or sounds from penetrating the walls, floors, and ceilings of the Residence, even with Lessor's use of modern building materials and Lessor's compliance with applicable building codes;
- Lessee understands and agrees that any complaint made by Lessee, regardless of the number or intensity, that Lessee submits to Lessor regarding elevated noise or other disturbing sounds is inadmissible hearsay for the purposes of an eviction (summary ejection) lawsuit to the extent that Lessor would attempt to submit Lessee's oral or written statements to a court of law. As such, Lessee understands and agrees that Lessor cannot attempt to file a legitimate eviction lawsuit against any offending neighbors unless and until (a) Lessee first agrees to appear in a court of law and testify as an eyewitness against Lessee's neighbor and (b) Lessee or Lessor are able to corroborate Lessee's complaints with sworn testimony of at least one other neighbor or eyewitness. If Lessee refuses or fails to comply or to cooperate with requirements (a) and (b) described above, Lessee understands and agrees that Lessee has essentially prevented Lessor from obtaining a legal remedy as to the elevated noises or sounds that may exist in the Residence, and as such, Lessee agrees that (i) Lessee does not have any right to obtain any legal remedy or reimbursement or damage against Lessor under any theory of law whatsoever related to noises or similar disturbances, (ii) Lessee does not have any right to demand

early termination of this Agreement without liability, and (iii) Lessee does not have the right to demand that Lessor allow Lessee to transfer to any other rental property (if available).

(iii) Objective Standards:

- Lessee agrees that (a) the implied warranties for fitness and habitability (as defined by applicable common law) and (b) the concepts of peaceful, safe and quiet enjoyment are objective (not subjective) concepts judged against the general population. As such, Lessee agrees that Lessor's duties to Lessee are based on an objective and reasonable standard, and therefore Lessor cannot be held liable or otherwise responsible under any theory of law for any subjective, unique, or even dangerous sensitivities that Lessor or Lessee's Authorized Occupants may have to any smoke, odor(s), noises, sounds, or other nuisances.

**Section 38: Remedies**

If Lessee defaults, Lessor may elect to terminate Lessee's rights under this Agreement, and recover from Lessee all damages that Lessor incurs as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses, attorney fees & expenses and other costs incurred because of Lessee's breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up the date that Lessee vacates the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term), forfeiture of security deposit and any other amount necessary to compensate Lessor for Lessee's breach of the Agreement, minus amounts that the Lessor reasonably could have avoided.

**Section 39: Cumulative Remedies**

All remedies specified in this Agreement for noncompliance are cumulative.

**Section 40: Joint & Severable Liability**

It is further agreed that the Lessees shall be held jointly and severally liable for the terms, obligations and provisions of the Lease.

No actions by the Lessor or other Lessees will in any way limit the joint and several liability clause herein.

#### **Section 41: Parking**

It is agreed that the designated parking for the property shall be the attached garage and driveway. Parties further agree and acknowledge that the guest/overflow parking is temporary parking on an as needed basis and shall not be used for permanent/regular parking. No vehicle shall park in the guest/overflow parking for more than 24 hours.

Any vehicle parked in a NO PARKING fire lane space, on the grass, curb, sidewalk, otherwise illegally parked or misuse of the guest/overflow parking, will be towed at the vehicle owner's expense as authorized by Lessor. Violators are subject to immediate towing and fines at their own expense.

#### **Section 42: Saving Clause**

If any provision of this Lease if determined to be in conflict the law, thereby making said provision null and void, the nullity shall not affect the other provisions of this Lease, which can be given effect without the void provision, and to this end the provision of the Lease are severable.

#### **Section 43: Tenant's Responsibility For Their Own Security**

Tenant hereby states that he has inspected the subject premises and has determined to his satisfaction that the smoke detectors, door lock, and latches, window locks and latches, and any other security devices within the subject premises are adequate and in proper working order. Tenant acknowledges that Landlord is under no obligation or duty to inspect, test, or repair smoke detectors during Tenant's occupancy. Further Tenant acknowledges that Landlord is under no obligation or duty to inspect, test, or repair any other security device unless and until Landlord has received written notice of disrepair of the device. Tenant further acknowledges that neither Landlord nor his agents or representatives guarantee, warrant, or assume the personal security of Tenant further acknowledges and understands that Tenant's personal safety and security is primarily Tenant's responsibility. In particular, Tenant recognizes that Tenant is in the best position to determine and foresee risks of loss and to protect himself and his property against such losses. In this regard, Tenant recognizes that any of Landlord's efforts are voluntary and not obligatory.



\_\_\_\_\_  
Lessor

Date: \_\_\_\_\_

\_\_\_\_\_  
Lessor

Date: \_\_\_\_\_

\_\_\_\_\_  
Lessee

Date: \_\_\_\_\_

\_\_\_\_\_  
Lessee

Date: \_\_\_\_\_