



GREYHAVEN
REALTY MANAGEMENT COMPANY

5222 Old Hixson Pike
OFFICE: 423-648-6676

Chattanooga, TN 37343
FAX: 423-370-1273

THIS AGREEMENT, made this the 5th day of November, 2012, by and between Greyhaven Realty Management Co. hereinafter referred to as LESSOR, and
hereinafter referred to as LESSEE:

SPECIAL STIPULATIONS: N/A

1. **PREMISES:** LESSOR leases to LESSEE 5614 Clark Rd Harrison, TN 37341
2. **TERM:** This lease is to be for one (1) year beginning on the 1st day of December, 2012. Acceptance of pro-rated rent for occupancy of the unit in the month immediately prior to the beginning of the term, as set forth, above, fully obligates the tenants to all the terms and conditions contained in this Lease Agreement, and such term is extended for this initial pro-rated period.
3. **Automatic renewal:** At the end of the term this lease shall be automatically renewed on a month to month basis, unless written notice of termination is given by either party at least 30 days before the end of the expiration date. LESSOR has the right to, upon thirty (30) days notice after the expiration of the initial term, adjust the rent to the market rate.
4. **RENT:** LESSEE agrees to pay rent of \$985.00 to the LESSOR per month for the initial term of the lease. In the event the lease is signed prior to the beginning of the first month of the lease term, it is agreed that the lease will be extended throughout this initial period and that the pro-rated rent for the period is \$N/A, payable on N/A.
5. **NOTICE OF TERMINATION OF TENANCY FOR NON-PAYMENT OF RENT IS HEREBY SPECIFICALLY WAIVED. Failure to pay rent by the 5th of each month may result in immediate issuance of an unlawful detainer warrant for the eviction of the tenant.**
6. **LATE PENALTY:** LESSEE agrees to pay a late penalty of ten percent (10%) of the amount of rent past due, which will be added if the rent is not received on or before the 5th day of each month, Sundays, and legal holidays excepted. Returned checks will require the tenant to pay \$35.00 in addition to the amount of the check and all future payments may be required to be made in cash, or certified funds thereafter. Acceptance of late payment does not waive any right of the LESSOR and habitual late payments may be grounds for termination of this lease.
7. **SECURITY DEPOSIT:** LESSEE HEREBY DEPOSITS \$948.00 as a security deposit to be held by the LESSOR as long as the LESSEE occupies the leased premises. Said deposit is to be used by the LESSOR to apply toward payment of any damage to the apartment beyond ordinary wear and tear and damages resulting from non-performance of any conditions of this agreement by the LESSEE, including the payment of rent. Said deposit is to be forfeited to the LESSOR if LESSEE vacates the premises prior to the end of the first term without application to other unpaid balances. The security deposit is held in the NORTHWEST GEORGIA BANK.
8. **USE OF PREMISES:** LESSEE shall maintain the leased premises in such condition and repair as accepted at the commencement of this lease and shall, on its termination, surrender the premises in the same condition and repair, ordinary wear and tear of unavoidable casualty, excepted. LESSEE shall not make and alterations, additions or improvements to the premises without the written consent of the LESSOR. These premises shall be used for residential purposes only. LESSEE shall not permit any objectionable noise or odors to escape from the unit or to permit or create a nuisance or to disturb any other resident in the building or in any way injure the reputation of the LESSOR or the building itself. LESSEE shall comply with all governmental health and police requirements and regulations respecting said premises.
9. **TENANT DAMAGES:** LESSEE acknowledges the receipt, in good condition, and agrees to keep the property in good conditions, including general cleanliness and repair. Upon vacating the property, the tenant agrees to pay for any damages to the property over and above normal wear and tear. LESSEE agrees to pay LESSOR the actual costs incurred in making all repairs, including LESSOR'S actual time at \$50.00 per hour for all general cleaning and repairs over and above those normally spent to put the property into rentable condition.
10. **CASUALTY:** LESSEE is fully responsible for any insurance on personal property contained within the dwelling and LESSOR shall not be liable for damages to persons or property injured while within the premises. LESSOR does not provide fire and casualty insurance for the LESSEE'S personal property. In the event of a fire or other casualty, the LESSEE should notify the landlord within fourteen (14) days of his intention to terminate the rental agreement in writing.

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11. **SAFETY AND SECURITY:** LESSEE state that he has inspected the premises and has determined to his satisfaction that the smoke detector, door locks and latches, window locks and latches, and any other security devices within the unit are adequate and in proper working order. LESSEE acknowledges that the LESSOR is under no duty to inspect, test or repair any security devices unless and until the LESSOR has received written notice from the LESSEE to do so. LESSOR assumes no responsibility for the security of the dwelling place or the occupants therein and LESSEE further acknowledges and understands that neither the LESSOR nor the owner of the property nor the agent or their agents guarantee, warrant or secure personal security of the LESSEE.
12. **DEFAULT:**
- (a) **IN THE PAYMENT OF RENT:** In the event the LESSEE fails to pay rent by the 5th of the month, the LESSOR has the right to seek immediate recovery of possession of the property without additional notice to the LESSEE
- (b) **OTHER LEASE VIOLATIONS:**
- (I) If there is a material non-compliance with the rental agreement, pursuant to T.C.A 66-28-505(a)(2), and such breach is remedial by the payment of money representing the cost of repairs, damages, rent, or any other amount due to the LESSOR, the LESSOR may inform the LESSEE that if the breach is not remedied within 14 days after receipt of the notice to the LESSEE to pay the amounts due under the lease, then the rental agreement shall terminate upon a date not less than 30 days after the receipt of the notice;
- (II) If notice is given of a breach of this rental agreement or of the rules and regulations which are incorporated herein by reference, then the LESSOR may inform the LESSEE that the rental agreement shall terminate upon a date not less than 30 days after receipt of the notice.
13. **ATTORNEY'S FEES:** LESSEE agrees to pay LESSOR'S reasonable attorney's fees associated with the enforcement of this agreement and recognizes that such fees amount to one-third (1/3) of any balances owed unless otherwise designated. LESSEE agrees to pay all reasonable costs of collection, including private process fees charged by private process servers employed for the purpose of effecting relief herein.
14. **RIGHT TO INSPECT DURING LEASE TERM:** LESSOR or its agents may, at all reasonable times, enter the leased premises to make repairs, examine and inspect them. LESSEE specifically consents to such entrance upon twenty-four (24) hours notice by the LESSOR posted on the door of the premises. Within thirty (30) days of the termination date, the LESSOR has the right, upon twenty-four (24) hours notice to enter and show the apartment to prospective lessees. Pursuant to T.C.A 66-28-403(e)(5), during the final 30 days of the tenancy, the LESSOR may, upon 24 hours notice prior to entry, enter the apartment to show it to a prospective LESSEE.
15. **RIGHT TO INSPECT AT TERMINATION:** At the conclusion of the tenancy, or whenever the LESSOR requests the LESSEE to move or the LESSEE gives written notice of the LESSEE'S intent to move; the LESSEE has a right of mutual inspection to determine the damage and estimated costs of repairs to be charged against the security deposit of the LESSEE if the LESSEE submits the request in writing to the LESSOR. The Lessor will then establish a time to meet to inspect the premises with the LESSEE and to return all means of access to the premises. If the LESSEE fails to attend the scheduled inspections, the LESSEE waives the right to contest any damages found by the LESSOR as a result of such inspection by the LESSOR.
16. **REPAIRS:** Any request for repairs must be in writing. LESSEE accepts the property in good condition and agrees to maintain the property in the same condition throughout its tenancy, excepting normal wear and tear. The cost of any repairs that are necessitated by the negligence or the intentional act of the LESSEE, or the guests of the LESSEE may be billed to the LESSEE at the reasonable cost as determined by the LESSOR. Lessee is not authorized to and shall not cause repairs or maintenance to be performed on the leased premises at any expense to LESSOR without the prior written consent of LESSOR. LESSEE shall not be entitled to any credit or compensation for the temporary malfunction, breakdown, or loss of use of any portion of the leased premises, including air conditioning, heating, hot water heater, appliances, and the like, providing LESSOR shall repair or replace the problem within a reasonable time. Under no circumstances shall LESSEE deduct the cost of repair from the rental payments payable hereunder without the prior written consent of LESSOR. Lessee shall not flush paper towels, facial tissue, wet-ones, tampons, birth control devices, or any other item that might damage or block the free flow of the commode. Items causing blockage will be returned to the tenant and a minimum charge of \$75.00 will be charged to the Lessee. Tenant must provide a 30 gallon trash container where applicable. Tenant must change the heat & A/C filters every 30 days. Lessor reserves the right to inspect filters on a periodic basis.
17. **ABANDONMENT:** The LESSEE must notify the LESSOR of any anticipated extended absence from the premises in excess of seven (7) days. Notice shall be give on or before the first day of an extended absence in writing. Should LESSEE fail to notify the LESSOR, the LESSOR shall be authorized to enter the unit to inspect it and if it appears that LESSEE has vacated the unit, the LESSOR shall have the right to declare the property abandoned, post notice, and take possession pursuant to state law.
18. **UTILITIES:** The LESSEE is responsible for paying all utilities. If the LESSEE fails to place utility services in his name within three (3) days of occupancy, the LESSOR may discontinue services as authorized by state law. No additional notice to the LESSEE will be given. LESSOR is only authorized to discontinue service where such service is not voluntarily provided to the LESSEE, by LESSOR, as part of the original lease agreement.
19. **EARLY TERMINATION:** In the event LESSEE terminates this lease in the first six (6) months of occupancy, he agrees to give 30 days' notice and pay two (2) additional month's rent as liquidated damages. If LESSEE terminates the lease AFTER the first six (6) months of occupancy, he agrees to give a 30 day notice and pay one (1) additional month's rent as liquidated damages. In the event of early termination, additional liquidated damages, LESSEE shall forfeit the whole amount of the security fee, regardless of the length of the occupancy prior to termination.
20. **PETS:** No pets are allowed, without prior written approval of the LESSOR. LESSEE is fully responsible for all damages caused by the pet to the property.

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21. **RULE AND REGULATIONS:** All rules and regulations are incorporated herein by reference and made a part hereof.
22. **NOTICES:** any notices required to be served upon the tenant may be served conventional mails, or delivered to the tenant at the leased premises, or may be posted on the front door of the apartment. Any notices to be delivered to the LESSOR or his agent should be sent to the following address: **Greyhaven Realty Management Company 6139 Preservation Dr, Suite 1 Chattanooga, TN 37416.**
23. **FAILURE TO VACATE AFTER TERMINATION OF TENANCY BY EITHER PARTY:** Upon receipt of written notice by the LESSEE, or the acceptance of written notice from the LESSEE by the LESSOR of the intent of the LESSEE to vacate the unit, LESSEE agrees to so vacate unless the parties agree in writing to vacate the terminate notice. In the event the LESSEE holds over beyond the designated termination date, he agrees to pay two (2) times the normal rent for the subsequent period in addition to the costs and attorney's fees as set forth herein which the LESSOR may be forced to incur.
24. **OCCUPANTS:** All adult occupants of the premises are required to qualify as tenants and sign this Lease Agreement. All sub-leases and assignments by the LESSEE are strictly prohibited without the specific written consent of the LESSOR.
1. _____ 4. _____
2. _____ 5. _____
25. **ACKNOWLEDGEMENT:** LESSEE hereby acknowledges that he/she has read this agreement the rental application and the rules and regulations. LESSEE understand that the rules and regulations may be amended from time to time and are for the purpose of protecting the premises and providing for the safety and well-being of the occupants and the premises and affirms that the LESSEE will, in all respects, comply with the terms and provisions of this Agreement.
26. **RADON GAS DISCLOSURE:** As required by law, Landlord makes the following disclosure; "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in building in N/A. Additional information regarding radon and radon testing may be obtained from your county public health unit.
27. **LEAD BASED PAINT DISCLOSURE:** "Housing built before 1978 may contain lead-based 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."
28. **LAWN CARE:** LESSEE is ~~XX~~ is not _____ responsible for lawn maintenance including lawn cutting and weeding of flower beds. LESSEE is responsible for keeping the outside area neat, clean and clear of all trash and debris. If LESSEE fails to maintain the lawn and outside area, LESSOR may have these things done and bill LESSEE, in which case payment by LESSEE for such maintenance expense shall be due on the first of the month following the receipt of the bill, and any amounts unpaid shall be treated as unpaid rent hereunder.
29. **SMOKING:** All Greyhaven Realty Management rental properties are NON-SMOKING properties. Tenants will be charged for appropriate cleaning if the property has been smoked in, including the garage. Smoking is ONLY permitted outside of the property.

Utility Cutoff Date

Electric : N/A

Gas: N/A

Water: N/A

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OR

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and day first above written.

LESSEE: _____

SSN: _____

E-MAIL: _____

LESSEE: _____

SSN: _____

E-MAIL: _____

LESSOR:

LESSOR'S ADDRESS:

For and in consideration of the LESSOR entering into the hereinabove lease agreement, _____, hereby guarantees the payment of all sums due resulting from said agreement. The guarantors hereby acknowledge that they have no right to access the subject premises and acknowledge that their signatures on this document only guarantee any underlying indebtedness. Such guarantee shall extend throughout the original term of this agreement and any subsequent renewals of this agreement as long as it remains in effect.

THIS 5th day of November, 2012, at CHATTANOOGA, TENNESSEE

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