


GREYHAVEN
REALTY MANAGEMENT COMPANY

1007 Ashland Terrace Suite 104B Chattanooga, TN 37343
OFFICE: 423-648-6676 FAX: 423-370-1273

THIS AGREEMENT, made this the 7th day of **October, 2015**, by and between **Greyhaven Realty Management Co.** hereinafter referred to as LESSOR, and _____ hereinafter referred to as LESSEE:

SPECIAL STIPULATIONS: Lawn care is provided; Owner approved for tenant to paint accent walls in some of the property. (AC)

1. **PREMISES:** LESSOR leases to LESSEE **4180 Webb Road, Chattanooga, Tennessee 37416**
2. **TERM:** This lease is to be for one (1) year beginning on the 7th day of **October, 2015** and to end on the 6th day of **October 2016**. 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 **\$785.00** 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 **\$680.33** payable on **10/7/2015**.
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 **\$ 785.00** 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 property 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 **FSG 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 any 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. **TENANT LIABILITY UPON DEFAULT:** If the tenancy is terminated because of a default or breach by the tenant, the lease is enforceable for the collection of rent, physical damage beyond normal wear and tear, interest at the annual rate of ten (10%) percent, and any and all other amounts due hereunder or as allowed by law.

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11. **CASUALTY:** LESSEE is fully responsible for any insurance on personal property contained within the dwelling and LESSOR shall not be liable for damages to personal property 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, LESSEE should notify the landlord within fourteen (14) days of his intention to terminate the rental agreement in writing.
12. **SAFETY AND SECURITY:** LESSEE states 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.
13. **INTEREST ON UNPAID BALANCES:** If at the conclusion of tenant's residency, there is an unpaid balance due the landlord, the tenant agrees to pay interest at the rate of ten (10%) percent per year on such unpaid balance until it is paid in full.
14. **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 LESSOR, the LESSOR may notice the LESSEE that if the breach is not remedied within 14 days after receipt of the notice by the LESSEE to pay the amounts due, then the rental agreement shall terminate on a date not less than 14 days after the notice. If the breach occurs again within 6 months of the original notice, the rental agreement may be terminated upon a date not less than 7 days after receipt of such notice.
- (II) If notice is given of a breach of this rental agreement, or the rules and regulations which are not remedial by the payment of money, then the LESSOR may inform the LESSEE that the rental agreement may terminate upon a date not less than 14 days after receipt of the notice.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.

Initial LT / _____

(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.

21. **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.
22. **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. LESSEE has the following pet(s): _____ . LESSEE has paid \$ _____ NON-REFUNDABLE pet fee for pet(s)
23. **RULE AND REGULATIONS:** All rules and regulations are incorporated herein by reference and made a part hereof.
24. **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 1007 Ashland Terrace Suite 104 B, Chattanooga, TN 37405**
25. **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.
26. **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. _____
 2. _____
27. **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.
28. **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.
29. **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."
30. **LAWN CARE:** LESSEE is not responsible for lawn maintenance including lawn cutting weeding of flower beds, and trimming of all hedges and bushes, unless otherwise noted. 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.
31. **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.
32. **APPLIANCES:** LESSOR will supply the following appliances: yes stove, yes refrigerator, yes dishwasher, _____ microwave, _____ washer, _____ dryer, LESSEE acknowledges receipt in good working order of these appliances. LESSEE may replace said appliances with their own appliance, if applicable, upon written consent of the LESSOR, removal/storage of existing appliances is the responsibility of the LESSEE any or all damages related to said appliance replacement/removal is that of the LESSEE.
33. **FIREPLACES:** Unless otherwise noted, the fireplace is ~~not~~ a functional fireplace and should not be used. *can be used.*
34. **AS-IS CONDITION:** The property is leased "AS-IS."

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IN WITNESS WHEREOF the parties have executed this Agreement on the _____ day first above written.

LESSEE: _____

SSN: _____

E-MAIL: _____

LESSEE: _____

SSN: _____

E-MAIL: _____

LESSOR:
Alicia Clayton Managing Agent

LESSOR'S ADDRESS:

*1007 Ashland Terrace Suite 104B
Chatt. TN. 37345*

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 _____ day of _____, 20____, at CHATTANOOGA, TENNESSEE

Utility Cutoff Date

Electric : 10/9/2015

Gas: 10/9/2015

Water: 10/9/2015

Initial U / _____



5222 Old Hixson Pike Chattanooga, TN 37343
(t): 423-648-6676 (f): 423-370-1273

Mold and Mildew Addendum

This addendum is agreed to, and shall be made part of, the lease between *Greyhaven Realty Management* and _____ for the premises

located at: 4180 Webb Road, Chattanooga, TN 37414

CLIMATE CONTROL: Resident(s) agree to use all air-conditioning in a reasonable manner, and to use heating systems in moderation. Resident(s) further agree to keep the premises properly ventilated by periodically opening windows during dry weather only, to allow circulation of fresh air. OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

RESIDENT(S) AGREES TOO:

- Keep the premises clean and regularly dusted, vacuumed and mopped.
- Remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible.
- Keep the ventilation or air-conditioning ducts uncovered and unblocked.
- Use hood vents when cooking, cleaning and dishwashing.
- Keep closet doors ajar to allow for proper circulation
- Avoid excessive amounts of indoor plants.
- Use exhaust fans when bathing/showering
- Use ceiling fans, if present
- Water all indoor plants outdoors
- Wipe down any moisture and/or spillage, windows and sills, bathroom walls and fixtures after bathing and showering.
- Hang shower curtains within the bathtub when showering or securely close shower doors, if present
- Leave bathroom and shower doors open after use
- Use dryer, if present, for wet towels
- Use household cleaners on any hard surfaces
- Remove any moldy or rotting food
- Remove garbage regularly
- Periodically inspect for leaks under sinks
- Check all washer hoses, if applicable
- Regularly empty dehumidifier, if used
- Open blinds/curtains to allow light into premises

RESIDENT(S) SHALL REPORT IN WRITING IF ANY OF THE FOLLOWING IS FOUND IN ANY UNIT, STORAGE ROOM, GARAGE OR OTHER COMMON AREA:

- Visible or suspect mold
- All A/C or heating problems or leaks, moisture accumulations, major spillage
- Plant watering overflows
- Musty odors, showers/bath/sink/toilet overflows
- Leaky faucets, plumbing, pet urine accidents
- Discoloration of walls, baseboards, doors, window frames, ceilings

- Moldy clothing, refrigerator and A/C drip pan overflows
- Moisture dripping from or around any vents, A/C condenser lines
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
- Clothes dryer vents leak
- Any and all excess moisture

SMALL AREAS OF MOLD: If mold has occurred on a small non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic and the mold is not due to an ongoing leak or moisture problem, Resident agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover®, or Clorox Cleanup®.

TERMINATION OF TENANCY: Owner or agent reserves the right to terminate the tenancy and RESIDENT(S) agree to vacate the dwelling unit which may pose a safety or health hazard to RESIDENT(S) or other persons, and/or RESIDENT(S)' actions or inactions are causing a condition which is conducive to mold growth.

INSPECTIONS: RESIDENT(S) agrees that Owner or agent may conduct inspections of the unit at any time, with reasonable notice.

VIOLATION OF ADDENDUM: IF RESIDENT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Resident(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes, but not limited to, Resident(s) failure to notify Owner or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against RESIDENT(S) at law or in equity and RESIDENT(S) shall be liable to Owner for damages sustained to the Leased Premises. RESIDENT(S) shall hold Owner and agent harmless for damage or injury to person or property as a result of the RESIDENT(S) failure to comply with the terms of this Addendum.

HOLD HARMLESS: if the premises are or were managed by an agent Owner, RESIDENT(S) shall hold agent harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold.

PARTIES: THIS ADDENDUM IS BETWEEN THE RESIDENT(S) AND OWNER AND/OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO, AND MADE PART OF, THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

Tenant Signature

Tenant Signature

Tenant Signature

Alice Clayton

Managing Agent

Tenant Signature

10-7-15

Date



5222 Old Hixson Pike
(t): 423-648-6676

Chattanooga, TN 37343
(f): 423-307-1273

Smoke and Carbon Monoxide Detector Addendum

(Names) _____, tenants of
(address) 4100 Webb Road, Chattanooga, TN 37416

Signed below hereby agrees to the following:

In accordance with local fire and safety ordinances, it is the landlord's responsibility to install operational smoke detectors, or carbon monoxide detectors in every rental unit that has gas appliances (gas heat, gas logs, gas cooktop or water heater, etc.) for initial occupancy.

After initial occupancy, it shall be the tenant's responsibility to make operational tests of the detectors at least once a month. The tenant agrees to notify the Landlord in the event of any malfunctions. It is the tenant's responsibility to furnish replacement batteries.

Further, if the tenant removes the batteries or the detectors, the landlord is not responsible for violation of state or local codes and ordinances and the Landlord assumes no liability.

Tenant Signature

Tenant Signature

Tenant Signature

Alice Clayton
Managing Agent

Tenant Signature

10-7-15
Date



LEAD-BASED PAINT DISCLOSURE FOR RENTAL PROPERTY

1 Federal law mandates that Lessors of housing constructed prior to 1978 must complete certain Lead-Based Disclosure
2 requirements. These should be completed before the Lessee is bound under the contract to lease.

3 Lead Warning Statement

4 Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if
5 not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978
6 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling.
7 Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

8 Property Address: 4180 Webb Road, Chattanooga, TN 37416

9 Lessor (Landlord) Disclosure

10 Lessor to check one box below:

11 Lessor has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the housing.

12 Lessor is aware of the presence of lead-based paint and/or lead-based paint hazards and has provided the Lessee with all
13 available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing. List any records,
14 reports and/or additional information, including but not limited to the basis for the determination that lead-based paint
15 and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the
16 condition of the painted surfaces. If no reports or records are available, Lessor shall indicate as such below.
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22 Lessee (Tenant) Acknowledgement

- 23 1) Lessee has received copies of all records, reports and information listed above (if any), and
24 2) Lessee has read the Lead Warning Statement (above) and understands its contents, and
25 3) Lessee has received the lead hazard information pamphlet "Protect Your Family From Lead in Your Home" (copies
26 available at <http://www.hmd.gov>).

27 Licensee Acknowledgment

28 Licensees have informed the Lessor of the Lessor's obligations under 42 U.S.C. §4852d as amended and are aware of listing
29 and selling licensees' duty to ensure compliance.

30 Certification of Accuracy

31 The Lessors, Lessees, and Licensees have reviewed the above information and certify, to the best of their knowledge, that the
32 information they have provided is true and accurate and that they have received a copy hereof.

33 The parties agree that the Licensees' signatures on this document are for certification and acknowledgment purposes only as
34 required and do not make either said Licensee a party to the lease agreement between Lessor and Lessee.

35 (The party(ies) below have signed and acknowledge receipt of a copy.

36 37 38 39	<u>LESSEE</u> <u>10/7/15</u> at <u>3:10</u> o'clock <input type="checkbox"/> am <input checked="" type="checkbox"/> pm Date	<u>LESSEE</u> _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm Date
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The party(ies) below have signed and acknowledge receipt of a copy.

Alice Clayton Managing Agent
 LESSOR LESSOR

10-7-15 at 3:10 o'clock am/ pm _____ at _____ o'clock am/ pm
 Date Date

The party(ies) below have signed and acknowledge receipt of a copy.

 REAL ESTATE LICENSEE FOR LESSEE

_____ at _____ o'clock am/ pm
 Date

The party(ies) below have signed and acknowledge receipt of a copy.

 REAL ESTATE LICENSEE FOR LESSOR

_____ at _____ o'clock am/ pm
 Date

56 For Information Purposes Only:

57 Greyhaven Realty Corp Management Co.
 58 Listing Company (Company for Lessor) Selling Company (Company for Lessee)

59 _____
 60 Independent Licensee Independent Licensee

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.





5222 Old Hixson Pike
(t): 423-648-6676

Chattanooga, TN 37343
(f): 423-370-1273

MULTI-FAMILY HOUSE RULES AND REGULATIONS

These rules and regulations are incorporated into and made a part of the rental agreement effective at time of move in between Greyhaven Realty Management Company, Inc. and _____ (resident/s) concerning

the premises commonly known and referred to as

4180 Webb Road, Chattanooga, Tennessee 37414, and attached thereto as an addendum. The policies and rules contained herein may be modified, and new policies and rules adopted by landlord, and shall become effective on the date they bear, or thirty days after delivery of a copy of the amendment, or amended rules, to resident, whichever is later.

I. SANITATION AND GARBAGE

- A. Resident shall maintain the unit rented to him/her clean and free of accumulations of garbage and rubbish at all times.
- B. Garbage and rubbish shall be disposed of in containers designated for that purpose. Large boxes and containers shall be broken down so as not to consume too much space in the garbage containers.
- C. No hazardous substances may be disposed of in the garbage containers, but must be disposed of as required by applicable health and safety regulations and codes.

II. CONDUCT IN PREMISES AND COMMON AREAS

- A. No clothing, curtains or other items shall be hung out of windows.
- B. All furniture must be kept in resident's unit, except when actually in use elsewhere, and in no event shall such items be placed in such a way that they block or in any way impede passage of others.
- C. Resident shall refrain from engaging in or creating, or permitting his/her guests to engage in or create, any noise, sound, activity or conduct that a reasonable person would deem likely to annoy or disturb other residents, while in the rental unit itself or the common areas and parking facilities.
- D. Resident shall refrain from playing any musical instrument, radio, music system, entertainment system, or television set at a volume that causes disturbance to other residents.

III. USE OF THE PREMISES AND COMMON AREAS

- A. Resident is responsible for keeping his/her rental unit secure. Except to the extent provided by law, landlord is not responsible for the illegal acts of others, including burglary or theft.
- B. Resident shall immediately notify landlord if any door or window lock or bar in his/her unit becomes unserviceable.
- C. Resident shall notify landlord of any extended absences (more than seven days) from the premises.
- D. During absences by resident landlord and his/her agents will provide access to no other persons, known to resident and landlord or not, unless expressly requested to do so by resident in writing.
- E. Resident shall not use or store gasoline, cleaning solvents, or other combustible substances in the rental unit, or any parking or storage spaces provided in connection with his/her occupancy of the unit.
- F. Resident shall not use barbecues, grills, or other outdoor cooking equipment indoors, or use them outdoors in such a way as to create a fire hazard or substantial risk of damage to the rental unit or common areas.
- G. No bicycles, play equipment, children's toys, skateboards, or other personal belongings shall be left in the common areas unattended.

IV. MAINTENANCE AND ALTERATIONS

- A. Resident shall notify landlord or property manager of any necessary repairs to the premises as soon after the discovery thereof as possible. He/she shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging. Water leaks, faucet drips, and slow drains shall be reported immediately. Resident shall not make maintenance requests of maintenance personnel or workmen.
- B. Resident shall not paint, wallpaper, alter or redecorate; change or install locks; install or have installed by anyone else a antenna, satellite dish, cable TV or computer-related wiring or any other equipment without owner's permission.
- C. Decorations shall be installed in such a way as not to damage substantially, the walls, floors, and carpets. No decorations shall be installed on, or from ceilings, doors, windows, their frames, or any existing cabinetry. Under no circumstances shall aluminum or other metal foil, newspapers, or any other such substances be used as a window covering. Bathroom window sill is not be used as a shelf for toiletries or other items.
- D. Costs of repairing damage to the rental unit or appliances supplied therewith, which are the result of negligence or misuse by resident shall be charged to resident and be payable upon demand.
- E. Tenants are responsible for having the carpet professionally cleaned at the time of the move out. In the event that the tenant does not clean the carpet or the property, the cost of cleaning will be deducted from the security deposit.

IV. PARKING AND VEHICLES

- A. No vehicle, as that term is defined under state law, may be parked anywhere but in a designated parking space. Resident's guests may park only off the premises. No disabled or unregistered vehicles or vehicles with expired registration shall be parked on the premises, nor may any vehicle be parked in red zones or designated fire lanes. Such vehicles will be towed to a storage yard at the owner's expense.
- B. Parking spaces may not be used for storage.
- C. No car washing, changing of oil or other vehicle fluids, installation of oil or other fluids, or vehicle repairs of any kind or description shall be conducted on the premises, parking areas, or driveways.

RECEIPT OF COPY ACKNOWLEDGED. . . .

Resident's Signature _____
Date: 10/7/15
Resident's Signature _____
Date: _____
Landlord's Signature Alice Clayton
Date: 10-7-15



GREYHAVEN

REALTY MANAGEMENT COMPANY

5222 Old Hixson Pike, Hixson TN 37343

423-648-6676 (t) 1-423-370-1273 (f)

Move Out Procedures/Final Walk Thru

To ensure a full security fee refund, an inspection will take place to denote any damages, and cleanliness. Verify that dwelling is in the same condition or better as accepted. Please pay particular attention to the following:

- A **30 Day Notice** must be submitted to the office.
- Clean all kitchen appliances and cabinets inside and out.
- Defrost the refrigerator and leave it turned on in position
- Replace stove drip pans.
- Clean bathroom(s) thoroughly including ALL fixtures, walls, and floors.
- Remove all papers and packing materials from property.
- Remove all picture hooks from the wall.
- Clean and sweep all closets and remove hangers and debris.
- Replace any burnt out light bulbs and clean fixtures.
- Clean all windows and leave them closed and locked.
- Change the heating systems filters
- Have the carpets professionally cleaned and provide receipt
- Empty and clean storage area/garage(s) if applicable.
- Sweep the patios/deck area.
- Mow and clean the yard, including weeds and bushes.
- Leave the premises undamaged, beyond normal wear and tear.
- Please discontinue automatic payments to your account through your tenant portal or bank.
- Keep ALL keys, garage door openers, etc. along with your forwarding address at the property for the move-out inspection. In the event these items are not returned you will be charged a replacement fee and accrued rent per day each day unreturned.

LESSOR will dispose of LESSEE's security fee as outlined by state law if all is in order and no damages or outstanding monies/fees are owed.

Tenant: _____ Date: 10/7/15

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Agent: Alice Clayton Date: 10-7-15
for Greyhaven Realty Management Co, Inc.

Prior to move out if LESSEE requests to be present for the move out inspection LESSEE is to notify LESSOR, in writing, within 10 days prior to vacating unit for mutual inspection date if notice has not been received LESSOR will conduct inspection accordingly.

Inspected by: _____ Date: _____

Signature below denotes tenant's presence for the final walk through inspection and fully acknowledges the terms set forth above.

Tenant: _____ Date: _____

Tenant: _____ Date: _____