



RESIDENTIAL LEASE AGREEMENT

This Residential Lease "Agreement" is made and entered into by and between the "Landlord" and "Tenant". Landlord and Tenant are referred to herein as the 'Parties', and individually as Party.

PARTIES: The parties to this Residential Lease ("Lease") are:

LANDLORD(S): **Adcock Home Remodeling**

TENANT: _____

TENANT: _____

TENANT: _____

TENANT: _____

TENANT/GUARANTOR: _____

TENANT/GUARANTOR: _____

PROPERTY: Landlord leases to Tenant(s) the following real property ("Property"):

UNIT(S):

PROPERTY MANAGER:

Landlord's Manager, Adcock Home Remodeling, will act as the property manager for Landlord. The person or entity acting as the property manager of the Property is listed below. All future inquiries about this Lease, including but not limited to, rental payments, security deposits, and requests for repairs should be directed to the person or entity listed below.

PROPERTY MANAGER: Adcock Home Remodeling, 7424 Harrow Drive, Nashville, TN 37221

Company: 615-290-9135

Email: forrest@adcockhomeremodeling.com

INITIAL TERMS OF LEASE:

TERM OF LEASE: This Agreement shall be in effect from _____ ("Effective Date") until _____ ("End Date")

SECURITY DEPOSIT: Upon execution of this Lease, Tenant shall deposit the sum of \$_____ by electronic payment, or upon Landlord approval, a bank certified cashier check, *mailed to above Company address this page.*

Upon Execution of this Lease: Tenants deposit to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant.

- Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted.
- Tenant is not entitled to interest on the security deposit.
- Tenant may not apply the security deposit to any rent due under this Lease.
- If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing, Landlord shall be released from all liability to Tenant for return of said security deposit.

Initials: _____



In compliance with Tennessee Code § 66-28-301: Landlord is required to deposit all Tenants' security deposits in a "Trust" account used only for that purpose, in any bank or other lending institution.

Upon request by the landlord for Tenant to vacate or within five (5) days after receipt by Landlord of written notice of Tenants intent to vacate, Landlord may provide notice to Tenant of Tenants right to be present at the inspection of the premises.

- **Such notice may advise** Tenant that Tenant may request a time of inspection to be set by Landlord during normal working hours.
- **Landlord may require the inspection** to be after Tenant has completely vacated the premises or within four (4) calendar days of Tenant vacating the premises.
- **If Landlord provides written notice** of Tenant's right to be present at the inspection and Tenant schedules an inspection, but fails to attend such inspection, Tenant waives the right to contest any damages found by Landlord as a result of such inspection.
- **If Tenant requests a mutual inspection**, Landlord, or Landlord Agent, and Tenant shall then inspect the premises and compile a comprehensive listing of any presently ascertainable damage to the unit that is the basis for any charge against the security deposit and the estimated dollar cost of repairing the damage.
- **Landlord and Tenant shall sign** the listing and the signatures of Landlord and Tenant on the listing shall be conclusive evidence of the accuracy of the listing. If Tenant refuses to sign the listing, Tenant shall state specifically in writing the items on the list to which Tenant Dissents.
- **In the event that Adcock Home Remodeling has to return** to the property to verify items have been taken care of and/or removed from the property in accordance with the security deposit move-out form, there will be a \$85 service fee charged to your ledger.

Should a tenant vacate the premises with unpaid rent due and owing, and without making a demand for return of deposit, the landlord may, after thirty (30) days, remove the deposit from the account and apply the money to the unpaid debt.

In the event the tenant leaves not owing rent and having any refund due, the landlord shall send notification to the last known or reasonably determinable address, of the amount of any refund due the tenant.

In the event the landlord shall not have received a response from the tenant within sixty (60) days from the sending of such notification, the landlord may remove the deposit from the account and retain it free from any claim of the tenant or any person claiming on the tenant's behalf.

The foregoing does not preclude the landlord or tenant from recovering other damages to which such landlord or tenant may be entitled under the *Tennessee Residential Landlord and Tenant Act, Code 66-28-201*.

In the event the tenant is owed all or some of the security deposit back, it shall be either by electronic transfer, or a written cashier check made payable to all tenant parties to this lease.

RENT: MONTHLY RENT: Tenant will pay Landlord monthly rent in the amount of \$_____

PRORATED RENT: Prorated rent from _____ until _____ to be in the amount of \$_____

The total rent for each month will be due and payable on or before the 1st day of the month.

- a) **The first full rent payment** must be received and verified by Landlord prior to receiving keys or access to premises.

Initials: _____



- b) **Rent payments will** be made by “Electronic Payment” through Venmo, Zelle, Paypal, and CashAp.
- c) **For a fee of \$10.00**, and upon approval of Manager, Payments may also be made payable to Adcock Home Remodeling by certified mail to Landlord address, *(see page 1)*.
- d) **Tenant agrees that if rent** is not paid in full on or before the 5th day of the month, Tenant will pay a late charge of ten (10) percent of the total rent, *allowed by applicable Tennessee law*.
- e) **Tenant will be assessed** a fee of \$35.00 for any Tenant payment of any form that is returned to the Landlord for any reason.
- f) **Tenant(s) will** make the funds good by bank certified check, including the set fees *(see paragraphs c, d, e, f, o)* assessed fee and all late fees within two (2) days after notice from Landlord.
- g) **Tenant agrees to not pay rent** in cash and understands that *cash will not be accepted for any reason*.
- h) **All notices from Tenant** to Landlord under this Lease and *applicable Tennessee law*.
- i) **Tenant agrees that rent monies** will not be considered paid until Landlord or Landlord’s agent receives the rent monies, either by Electronic Payment or by Manager approved certified mail delivery to the Landlord address *(see page 1)*
- j) **Tenant placing rent monies** by certified mail is not sufficient for rent to be considered paid, and rent will be considered unpaid until actual receipt thereof.
- k) **If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally, and individually bound by, and liable under, the terms and conditions of this Lease.**
- l) **A judgment entered** against one Tenant shall be no bar to an action against other Tenants.
- m) **Any payment received by Tenant** will be used to cover any of Tenant’s debts owed to the Landlord. Debts will be paid in the following priority:
 - AHR Fees
 - Maintenance that was Tenants responsibility
 - Utility re-imburements
 - NSF fees
 - Late Fees
 - Pet Fees
 - Other debts owed to Landlord
 - Rent
- n) **Any outstanding balance** will be carried forward each month until paid.
- o) **Notice to serve “Pay or Quit” letter** service is \$100.00 per occurrence and will be charged to Tenant account.

NATURE OF OCCUPANCY: As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Tenant’s family or others approved in writing by the Landlord.

- Occupying Members must fill out Tenant Application when occupying for more than 15 days.

UPON EXPIRATION: If the tenant does not renew this lease, either by addendum or new agreement, this lease automatically continues on a month-to-month basis with a month-to-month fee of \$100.00 per month, due and payable on the first of each month.

Month-to-month fee will automatically be charged to the tenant with no further notice. After expiration of this lease, Landlord may further adjust the rent up or down with a thirty (30) day written notice.

Initials: _____



CONSEQUENCES OF BREACH BY TENANT: If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease,

- breach by one tenant shall be considered breach by all tenants where Tenant is more than one person.

In compliance with *Tennessee Code § 66-28-505 et seq:*

- I. **If there is a material breach** by the tenant with the Lease agreement or a breach with of general maintenance and conduct obligations materially affecting health and safety, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach, and that the Lease agreement will terminate upon a date not less than thirty (30) days after receipt of the notice.
- II. **If the breach is not remedied** in thirty (30) days, the Lease agreement shall terminate as provided in the notice, subject to the following.
- III. **If the breach is remediable** by repairs or the payment of damages or otherwise and the tenant adequately remedies the breach prior to the date specified in the notice, the Lease agreement will not terminate.
- IV. **If substantially the same act or omission** which constituted a prior breach of which notice was given recurs within six (6) months, the landlord may terminate the Lease agreement upon at least fourteen (14) days' written notice specifying the breach and the date of termination of the Lease agreement.
- V. **If rent is unpaid when due** and the tenant fails to pay, written notice by the landlord of nonpayment is required unless otherwise specifically waived in a written Lease agreement and written notice of nonpayment is hereby waived.
 - **Upon Tenant's nonpayment of rent, Landlord, at his option, may immediately proceed to file a detainer warrant.**
- VI. **The Lease agreement is enforceable** for collection of rent for the remaining term of the Lease agreement (acceleration).
- VII. **Landlord may recover damages** and obtain injunctive relief for any breach by the tenant with the Lease agreement or *Tennessee code § 66-28-401*. The landlord may recover reasonable attorney's fees and collections cost for breach of contract and nonpayment of rent as provided in the Lease agreement.
- VIII. **The landlord may** recover punitive damages for willful destruction of property.
- IX. **If there is breach by the tenant** with general maintenance and/or conduct obligations materially affecting health and safety that can be remedied by repair, replacement of a damaged item or cleaning, and the tenant fails to comply as promptly as conditions require in case of emergency or within fourteen (14) days after written notice by the landlord specifying the breach and requesting that the tenant remedy it within that period of time, the landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and submit an itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as rent on the next date when periodic rent is due, or if the Lease agreement has terminated, for immediate payment.
- X. **Tenant expressly agrees** and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall *ACCELERATE*, whereby the entire sum shall become immediately due, payable, and collectable.
- XI. **Landlord may** hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

Initials: _____



DELIVERY OF NOTICES:

- a) **Any giving of notice** under this Lease or applicable Tennessee law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail.
- b) **Certified** mail is required. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.
- c) **Tenants may also provide written notice** via email to **forrest@adcockhomeremodeling.com**
- d) **Any notices from Landlord** to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or posted on Tenant's door.
- e) **If Tenant provides an electronic** mail address in this lease, any notification required to be in writing, except those that the Tennessee Residential Landlord and Tenant Act specifically requires other written means, may be sent through electronic means.
- f) **If Tenant is more than one person**, then notice to one shall be sufficient as notice to all.

APPLIANCES: If the unit is leased with any appliances, Landlord will only guarantee, service and maintain those that are essential services including refrigerator, stove and oven, dishwasher. Service and maintenance of all appliances will be at the sole discretion of Landlord. In the event an appliance must be replaced Landlord does not guarantee an equivalent appliance that was already there. The choice of appliance will be at the sole discretion of the Landlord.

UTILITIES or UTILITY CONCIERGE:

UTILITIES: Tenant will provide and pay for the following utilities: *Electric, Water, or Gas, or Cable/Satellite*

- Landlord will provide and pay for no utilities unless specifically provided for in a signed addendum to this lease.
- Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, prior to receiving keys or access to premises.
- Tenant shall be responsible for having the same utilities on during the entire time of this lease and any further occupancy of unit by Tenant.
- Tenant shall not disconnect any utilities until three (3) days after Tenant delivers the leased premises back unto Landlord upon termination of this Lease. *see special stipulations.

UTILITY CONCIERGE: Tenant(s) may sign up for Residential Benefits Package. *(see Enrollment Notice to Resident Addendum)*

TERMINATION SURRENDER:

- I. Any other provision of this lease to the contrary notwithstanding, at least thirty (30) days prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If said written notice is not timely given, the Tenant shall become a month-to-month tenant as defined by applicable Tennessee law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant.
- II. If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a thirty (30) day written notice to the Landlord of Tenant's intention to surrender the residence. At any time during a month-to-month tenancy Landlord may terminate the month-to-month Lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable Tennessee law. Upon termination, Tenant shall vacate the premises and deliver the same unto Landlord on or before the expiration of the period of notice.



- III. Within the final thirty (30) days of the termination of this lease or any extension thereof or after a thirty (30) day notice to move has been received by Landlord or Tenant during a month-to-month period of this lease, Landlord has the right to show the premises to prospective tenants and/or buyers. Landlord must give at least a twenty-four (24) hour notice to Tenant prior to showing the premises and Tenant must make the property available to show, including securing any pets.
- IV. Possession from Tenant to Landlord will not be considered final until Tenant informs Landlord, in writing, that Tenant relinquishes the property and/or until Tenant delivers keys to the unit to Landlord's office. Any delay in possession from Tenant to Landlord can result in a charge to Tenant of up to the entire next month's rent.

OBLIGATIONS AND DUTIES OF LANDLORD:

In compliance with Tennessee Code § 66-28-304, Landlord shall:

- Comply with requirements of applicable building and housing codes materially affecting health and safety;
- Make repairs to systems that provide essential services and do whatever is necessary to put and keep the premises in a fit and habitable condition;
- Keep all common areas of the premises in a clean and safe condition; and
- In multi-unit complexes of four (4) or more units, provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste from common points of collection.

OBLIGATIONS AND DUTIES OF TENANT:

In compliance with Tennessee Code § 66-28-401, Tenant shall:

- a) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- b) Keep that part of the premises that the tenant occupies and uses as clean and safe as the condition of the premises when the tenant took possession;
- c) Dispose from the tenant's dwelling unit all ashes, rubbish, garbage, and other waste to the designated collection areas and into receptacles, any debris not in a container may be removed by Landlord at Tenants expense and may be subject to fine at Landlords discretion;
- d) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or permit any person to do so; and shall not engage in any illegal conduct on the premises; and
- e) Act and require other persons on the premises with the tenant's consent to act in a manner that will not disturb the neighbors' peaceful enjoyment of the premises.
- f) Care of general maintenance of the property to include, but not limited to, changing light bulbs, changing smoke detector batteries at least every six (6) months (where required), changing HVAC air filters when needed, keep the yard free of toys and debris, and keeping the home neat and clean.
- g) Be responsible for all landscaping and lawn care. All shrubs and bushes will be trimmed each season to maintain the exterior appearance of the property. Grass will not be allowed to grow taller than four inches high. If Tenant does not comply with the above requirement, Landlord has the right to have it done and charge Tenant for the service.
- h) Remove all trash and waste materials from the property. Any trash and waste materials left after Tenant relinquishes possession to Landlord will be disposed of properly by Landlord. Any expense associated with this disposal will be charged to Tenant.
- i) Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

Initials: _____



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

SALE OF PROPERTY: In the event of the sale of the property or a change in the property management, this lease will continue throughout the term. Tenant will make necessary changes to ensure the rent is paid on time at the place or electronic location required by the new management. All security deposits will be transferred to the new management by check. At that point, Tenant agrees Adcock Home Remodeling will no longer be responsible for the disposition of Tenants security deposit.

TENANT INSURANCE: Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents.

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

For the duration of the Lease, Lessee is required to maintain and provide the following minimum required insurance coverage: \$100,000 Limit of Liability for Lessee's legal liability for damage to Lessor's property for no less than the following causes of loss: fire, smoke, explosion, backup, or overflow of sewer, drain or sump, and water damage (*"Required Insurance"*).

CONDITION OF LEASED PREMISES:

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

Initials: _____



ALTERATIONS:

- a) Tenant shall make NO alterations, decorations, additions, or improvements to the leased premises without first obtaining the express written consent of the Landlord.
- b) Any of the above-described work shall become part of the dwelling.
- c) If carried out by independent contractors, said contractors must be approved by the Landlord.
- d) All work shall be done at such times and in such manner as the Landlord may designate.
- e) If a construction or mechanic's lien is placed on the leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense.
- f) Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.

HEATING, VENTILATING, AND AIR CONDITIONING (HVAC) FILTERS:

- I. If at any time Tenant is unable to properly or timely install a filter Tenant shall immediately notify Landlord in writing.
- II. Tenant's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property and or heating, ventilation, and air conditioning (HVAC) system caused by Tenant's neglect or misuse.

NO ILLEGAL USE: Tenant shall not perpetrate, allow, or suffer any acts or omissions contrary to law or ordinance to be carried out upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform the Landlord and the appropriate authorities.

Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises- whether known or unknown to Tenant.

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

TENANT COMPLIANCE: Tenant agrees to comply with all governmental regulations, building codes, zoning ordinances, any homeowner's association (HOA) rules and regulations. Furthermore, if necessary, Tenant agrees to correct the violation and to comply with any request made by the above entities. Any fines or charges from a governmental agency or HOA as a result of Tenant violation will be paid by Tenant.

DELAY IN REPAIRS: Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlord's control, there shall be no effect on the obligations of Tenant under this Lease.

Tenant understands that Landlord may be employed as the Property Manager for the premises and may not be the owner of the property.

In some instances, maintenance requires the approval of the owner, materials procured, warranty/insurance companies contacted, or other items out of Landlord's control. During these instances, maintenance may take additional time or not get approved at all. In these cases, Tenant understands it is beyond Landlord's control and will not hold landlord responsible for services Tenant did not receive or any damage to Tenant's person or property as a result of delays in the approval, procurement and/or warranty/insurance company process.

Initials: _____



ABANDONMENT: Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid- whereupon Tenant will be considered in breach of this Lease.

This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable Tennessee law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable Tennessee law and terminate this Lease without notice to Tenant.

PETS: Pets are not allowed without prior written approval of the Landlord and a pet addendum to this lease contract. If Tenant has a pet without permission and the necessary pet addendum, Tenant would be forced to remove the pet from the premises immediately and be assessed a fine of \$350.00 per month pet has been on premises.

- Landlord reserves the right to offer a pet addendum. (*see Pet Addendum and Page 12*).

SMOKING: Smoking of any kind, including but not limited to cigarette, vaping, cigar, and/or pipe, is not permitted inside the dwelling. Tenant agrees that all smoking will be done outside the dwelling. Any odors or damage as a result of smoking will be the responsibility of Tenant.

POSSESSION OF PREMISES: Tenant shall not be entitled to possession of the premises designated for lease until the security deposit, first month's rent, and any other fees owed, is paid in full to Adcock Home Remodeling or manager approved bank certified cashier check funds and the premises designated for lease is vacated by the prior tenant.

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

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

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

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

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

NO WAIVER: The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect.

No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.

Initials: _____



ATTORNEY FEES: In the event that Landlord employs an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby. Furthermore, if Landlord hires a collection agency, Tenant agrees to pay the cost of said collection agency.

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

DESTRUCTION OF PREMISES: In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises as if being prorated as of that date.

In the event the leased premises are damaged by fire, windstorm or other cause beyond the control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the premises were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

EMINENT DOMAIN: In the event that the leased premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.

LANDLORD ENTRY AND LIEN: In addition to the rights provided by applicable Tennessee law, Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premises or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease.

Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.

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

LEASE BUYOUT: If Tenant chooses not to fulfill the term of this lease, Tenant may buy out the remaining term for the amount equal to two (2) months' rent and forfeit the security deposit.

PEST CONTROL: The leased premises are believed to be pest free. If tenant finds an infestation, beyond what is normally expected in the Middle Tennessee Area, within sixty (60) days of the lease start date, Landlord will provide the necessary pest control to remedy the problem. If pests are discovered after sixty (60) days from the lease start date, Tenant will contact a licensed pest control company and take the necessary steps to remedy the problem at Tenant's expense.



CONTACT INFORMATION: If Tenants contact information (home, work, and cell phone numbers or electronic mail address) changes, Tenant agrees to contact Landlord within three (3) days in writing and inform Landlord of the changes.

MAINTENANCE REQUEST: Any request for maintenance by Tenant must be written and delivered via email to forrest@adcockhomeremodeling or text to 615-290-9135. If the maintenance issue was the fault of or caused by Tenant, either by accident or intentional, the cost of such repair will be paid by Tenant.

SATELLITE DISH: If a dish is installed by the tenants, it is your responsibility to ensure it is removed and any holes sealed on the exterior of the home. Adcock Home Remodeling requests that all new satellite dishes be installed on a pole and not attached to the home. In the event a satellite dish is not removed a \$25 removal fee will be charged upon move-out.

COMPLIANCE REVIEW: If there is a violation of the lease herein, the tenant is responsible to pay a compliance review fee of \$85 for each time AHR inspects the property.

3rd PARTY VERIFICATION DOCUMENTATION: If Adcock Home Remodeling fills out a Verification of Rental History for the above tenant to a 3rd party, a \$35 verification fee applies. Monday – Thursday, excluding any holidays, Adcock Home Remodeling will return the VOR within 24 hours to the 3rd party – *WAIVED*.

ADDITIONAL PROVISIONS (provided by):

	AHR	Tenant(s)		AHR	Tenant(s)
Lawn Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	Pest Service	<input type="checkbox"/>	<input type="checkbox"/>
Washer / Dryer	<input type="checkbox"/>	<input type="checkbox"/>	Dryer Vent Cleaning	<input type="checkbox"/>	<input type="checkbox"/>
Air Filters	<input type="checkbox"/>	<input type="checkbox"/>	Gutters	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>

ADDENDA: Incorporated into this agreement are the following addenda, exhibits, and other information:

- Maintenance Procedures Addendum
- Residence Benefits Package Lease Addendum
- Move-in Move-out Addendum
- Pet Addendum
- Other

Initials: _____



OBLIGATIONS OF TENANT

Upon execution of this agreement, Tenant(s) agrees to these obligations to pay Landlord the following amount/s:
(Checked Boxes Apply, where applicable)

TERM OF LEASE: This Agreement shall be in effect from _____ (“Effective Date”) until _____ (“End Date”)

SECURITY DEPOSIT: Upon execution of this Lease, Tenant shall deposit the sum of \$_____ by

electronic payment, Landlord approved, bank certified cashier check rent payment.

MONTHLY RENT: Tenant will pay Landlord monthly rent in the amount of \$_____.

PRORATED RENT: Prorated rent from _____ until _____ to be in the amount of \$_____.

PETS: Accept ___ Deny ___ N/A ___

PETS DEPOSIT: Tenant will pay Landlord one time per pet fee in the amount of \$_____.

PETS RENT: Tenant will pay Landlord monthly pet rent in the amount of \$_____ per pet.

UTILITIES or UTILITY CONCIERGE:

UTILITIES: Tenant will provide and pay for the following utilities:

Electric Water Gas Cable/Satellite

UTILITY CONCIERGE: Residential Benefits Package *(see Enrollment Notice to Resident - Addendum)*

ELECTRONIC SIGNATURES: Tenant agrees to electronic mail notifications:

Tenant’s electronic mail address is: _____

Initials: _____



By signing below, Tenant(s) acknowledges that he/she has read and understands the terms of this **Agreement** and agrees to abide by them. This is intended to be a **legally binding document**. If the Tenant does not understand any part of this **agreement**, Tenant should obtain the advice of an attorney prior to execution.

When duly signed by authorized representatives for Adcock Home Remodeling, this **agreement** becomes binding on all parties.

Adcock Home Remodeling EXECUTED on this date: _____

TENANT: _____ Date: _____
Printed: _____

TENANT: _____ Date: _____
Printed: _____

TENANT: _____ Date: _____
Printed: _____

TENANT: _____ Date: _____
Printed: _____

GUARANTOR: _____ Date: _____
Printed: _____

GUARANTOR: _____ Date: _____
Printed: _____

LANDLORD: Forrest Adcock (AHR) _____ Date: _____
Printed: _____

LANDLORD: . _____ Date: _____
Printed: _____

Initials: _____



Whenever you have an issue at your property that requires maintenance, please submit a maintenance request via email to forrest@adcockhomeremodeling or text to 615-290-9135. **The lease requires all maintenance requests be submitted in writing.** Please attach photos to your request and be thorough in the description of your issue. **Photos and detailed information are necessary to facilitate your request.**

Please be aware that maintenance of scattered-site-properties is not like maintenance at apartment communities. There is no maintenance man on staff just a short walk or golf cart ride away. Our maintenance technicians can be coming from anywhere. There is a cost associated with every service call, therefore it is vitally important that you follow all the instructions below.

BEFORE CALLING check to see if there something, which is simple, and causing what APPEARS to be a repair problem. Examples: 1) Garbage disposal not working – check underneath the disposal unit for the reset button. 2) Plugs not working: Check any GFCI plugs reset button or breakers (inside and out). 3) Smoke alarms: Check to see if batteries need replacing.

Tenant is responsible for: Replacement of bulbs. Replacement of furnace and AC filters (quarterly). Replacement of smoke alarm batteries. Pest control (after the first 60 days of lease agreement). Any other items outlined in the Residential Lease Agreement.

Issues that constitute an emergency: Anything related to the property under lease that is a threat to life, health of a resident further damage to the property if not corrected promptly. If the situation is life threatening, please call 9-1-1 immediately and report to us after the situation is under control and the authorities are on the scene.

Some examples of emergencies that require the immediate attention of Adcock Home Remodeling: fire, flood, roof leaks, no heat when the temperature is 55 degrees or below inside the home, no air conditioning if the temperature is 85 degrees or higher inside the home, a fallen tree onto the home, etc.

Issues that do not constitute an emergency: Refrigerator not running, locking yourself out of the home, power, or natural gas off, water heater not heating, oven not working, dishwasher not running, electrical fixture not working, no heat when the temperature is 56 degrees or higher in the home, no air conditioning if the temperature is 84 degrees or below inside the home, etc. While these issues are certainly inconvenient, uncomfortable, or exasperating, they are not emergencies. These items will be repaired during normal business hours. Please remember that neither Adcock Home Remodeling, nor the property owner is liable for any loss or damage to any of your belongings, including food, for any reason or cause whatsoever. If you have renter's insurance, you will want to check with your agent regarding any possible claim.

Do not call a contractor on your own! You are not authorized to perform or contract for any repairs on the property. If you call a contractor, any cost incurred will be the tenant's responsibility. Neither management nor the property owner will reimburse you for the costs.

For all after hours emergency repairs please call 615-290-9135. Make sure you leave your name, property address, a call back number that you will answer, and the nature of your problem. Please keep in mind that we will respond as promptly as possible, but the response time may extend up to 4 hours depending on the time of day or night you are calling.



Minor maintenance: For minor items submit a maintenance request via email to forrest@adcockhomeremodeling.com. Please note that if you request a specific time there is no guarantee that we will be able to make that specific time. We take all maintenance requests in order of priority and certain times are busier than others. We try to get to all minor maintenance requests within 3-5 business days.

Resident damage or abuse: Damages caused by abuse or misuse of any component at the property will be charged to you. We will rely solely on our technicians or contractor's expertise and experience to inform us as to the cause of the problem.

Example: If the HVAC filters are not changed and the coils become clogged the cost of the repair or replacement will be billed to the tenants' ledger. If the plumbing is clogged due to something being stuck in the drain (brushes, toys, sanitary napkins, etc.) the cost will be your responsibility.

After hours non-emergency maintenance: Appointments after normal business hours (*before 9:00 AM or after 5:00 PM*) may be available. Tenant will be responsible for an overtime fee of \$40 per hour, including drive time and time on the job, for any repairs requested by the tenant after normal business hours.

Please note the following important messages:

If you claim you have an emergency and it is determined that an emergency doesn't exist, you will be charged the service cost.

Do not call after hours unless a true emergency actually exists.

If we discover that the problem is caused by the tenant, either by accident, or intentional, the cost of the repair will be charged to the tenant.

If you make an appointment and you or a person over the age of 18 is not there you will be a charged trip fee. The minimum fee is \$105.

When completing the maintenance request please make sure we have the best contact number for you. Failure to respond to calls regarding the maintenance request will result in delay of repairs. Be as detailed as possible in your request. For example, simply stating the toilet is clogged is not sufficient if you have more than one bathroom.



By signing below, Tenant(s) acknowledges that he/she has read and understands the terms of this **Addendum** and agrees to abide by them. This is intended to be a legally binding document.

If the Tenant does not understand any part of this **addendum**, Tenant should obtain the advice of an attorney prior to execution.

When duly signed by authorized representatives for Adcock Home Remodeling, this **addendum** becomes binding on all parties.

Adcock Home Remodeling EXECUTED on this date: _____

TENANT: _____ Date: _____
Printed: _____

TENANT: _____ Date: _____
Printed: _____

TENANT: _____ Date: _____
Printed: _____

TENANT: _____ Date: _____
Printed: _____

GUARANTOR: _____ Date: _____
Printed: _____

GUARANTOR: _____ Date: _____
Printed: _____

LANDLORD: . _____ Date: _____
Printed: Forrest Adcock (AHR)

LANDLORD: . _____ Date: _____
Printed: _____

Initials: _____