



**RESIDENTIAL LEASE AGREEMENT**

**PARTIES**

Entered into at Memphis, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 2013 between ENTERPRISE PROPERTY MANAGEMENT (for OWNER/Lessor and \_\_\_\_\_ Lessee(s). This agreement conforms to the Uniform Residential Landlord and Tenant Act of the State of Tennessee.

**PREMISES**

LESSOR leases to LESSEE Dwelling \_\_\_\_\_ of \_\_\_\_\_, Tennessee, \_\_\_\_\_ to be used by LESSEE as a residential dwelling and for no other purpose, for the term of 12 months beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, and ending as of 12:00 noon, on the \_\_\_\_\_ day of \_\_\_\_\_, 2013; and other special terms as follows: none

**RENT**

IN CONSIDERATION of said lease, LESSEE agrees to pay total rent of \_\_\_\_\_ Dollars (\$) to the LESSOR, in 12 equal payments of \_\_\_\_\_ Dollars (\$) in advance each month plus the prorated amount. The first monthly installment is due on the FIRST day of \_\_\_\_\_, 2012. The remaining payments are to be paid consecutively on the first day of each month at the office of ENTERPRISE PROPERTY MANAGEMENT, or at such place as LESSOR may direct. All demands, or any notices, are waived as to payment of rent or the performance of any condition of this lease. Rental from the date of this contract to the first day of the coming month is \$\_\_\_\_\_ this amount being the proration of rent from the date of possession to the first day of the coming month. Said amount to be paid on the first day of the first full month of occupancy. Under no circumstances shall LESSEE withhold any amount from any monthly rental payments. RENT MAY BE PAID IN THE FORM OF A PERSONAL CHECK, MONEY ORDER, OR CASHIERS CHECK. CASH IS NOT ACCEPTED.

**SERVICE CHARGE**

LESSEE agrees that a service charge in the amount of ten percent (10%) of the monthly rental installment will be added to their account if the payment is not received in the office on or before the 5<sup>th</sup> day of the month. FOR RENTS NOT RECEIVED BY THE 10<sup>TH</sup> WITH THE LATE FEE, EVICTION PROCEDURES MAY BEGIN ON THE 11<sup>TH</sup>.

**RETURNED CHECKS**

Returned checks are considered as unpaid rent and as such a service fee of twenty-five dollars (\$25.00) will be charged. After the 2<sup>nd</sup> insufficient check, all payments must be remitted in the form of a money order or cashiers check.

**DEPOSIT**

Resident agrees to deposit with LESSOR, upon execution of this agreement, receipt of which is hereby acknowledged, the sum of \$\_\_\_\_\_. This deposit is held as security against damage to property, furniture, appliances, carpet (normal wear and tear excepted), and resident vacating the dwelling prior to termination date of this lease, or failing to perform any and all the covenants herein, and said deposit shall also be subject to the terms and conditions of any executed Security Deposit Policy. Deposit is neither an advance rental payment nor a bonus to the Lessor, and LESSOR agrees that if all the covenants imposed upon resident have been fulfilled, Landlord shall refund said deposit by mail to the address furnished by resident, after the dwelling has been vacated by resident and inspected by LESSOR, all as provided by statute. Said deposit shall not earn interest and shall be deposited in **First Tennessee Bank**.

**UTILITIES**

The LESSOR does NOT furnish utilities. LESSEE is responsible for switching utilities into his/her name upon signing the lease. Tennessee state law allows LESSEE 10 days to have all utilities for the property switched over to LESSEE'S name. However, for ease of transition and billing, LESSOR requests that LESSEE switch all utilities into his/her name IMMEDIATELY. If LESSEE does not switch utilities into his/her name after a period of 3 days, LESSOR will charge LESSEE a REBILL FEE of \$25. In addition, LESSEE is responsible for all utility charges incurred by LESSOR on behalf of LESSEE. In such case, payment 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. Upon move-out, LESSEE is responsible for switching utilities back into the name of Enterprise Property Management.

**APPLIANCES**

LESSOR will supply the following appliances: dishwasher, oven/stove, refrigerator. LESSEE agrees to rent these appliances from LESSOR for the term of this lease. The amount of rental for any appliances listed is included in the dwelling rental. LESSEE shall not return any appliance listed for credit on the monthly rent, and shall not deduct any amount from the monthly rent for nonuse of any appliance.

**OCCUPANCY**

**THE DWELLING WILL BE OCCUPIED BY:** Resident and the following members of resident's family \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ OR the dwelling will be shared with resident(s) listed below:  
1. \_\_\_\_\_ 2. \_\_\_\_\_

**DAMAGE TO DWELLING**

IN FURTHER CONSIDERATION of said lease, LESSEE agrees to pay LESSOR any and all damages to the dwelling or to the premises including but not limited to damage to exterior or interior walls, ceilings, floors, windows, doors, locks, hardware, plumbing fixtures, appliances, or appurtenances of the dwelling or of the premises (including entire complex), 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 rental agreement has terminated, for immediate payment. LESSEE is responsible for damage caused by act or neglect of LESSEE, LESSEE'S spouse, member of LESSEE'S family, guests, trespassers, invitees, or licensee of LESSEE or person in the employ or under the control of LESSEE.

**SMOKING**

Smoking of any substance is strictly PROHIBITED inside the premise of this property. LESSEE understands that any person who smokes any substance inside the premise causes the LESSEE to violate this LEASE. If smoke residue is detected inside the premise at any time, EVICTION PROCEDURES WILL BEGIN IMMEDIATELY.

**REPAIR AND MAINTENANCE**

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.

**LAWN & OUTSIDE AREA**

LESSEE is responsible for lawn maintenance including lawn cutting. LESSEE is responsible for keeping the outside area neat, clean and clear of all trash and debris. Parking anything on the grass is strictly prohibited. If LESSEE fails to so 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.

**APPLICATION**

1. LESSEE'S Application is an important part of this lease, incorporated by reference and made a part hereof. Any misrepresentations, misleading or false statements made by LESSEE and later discovered by LESSOR may VOID said lease agreement, at option of LESSOR. However, any such voiding of the lease agreement shall not relieve LESSEE from obligation for all damages arising hereunder.

**USE OF PREMISES**

2. 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 or unavoidable casualty excepted. LESSEE shall not make any alterations, additions or improvements in the premises without the written consent of LESSOR, and if any such are made they shall be forfeited to the LESSOR upon termination, unless otherwise agreed in writing.

**LIMITS OF USE**

3. LESSEE shall not use said premises for any purpose other than as a residential dwelling, or use or permit anything upon said premise that will invalidate the insurance on the building or increase the rate thereof, or in any manner deface or injure the building or any part thereof or overload the floors, or permit any objectionable noise or odor to escape, 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 dwelling. LESSEE shall comply with all governmental, health and policy requirements and regulations respecting said premises.

**SUBLEASE AGREEMENT**

4. LESSEE shall not have the right without written consent of LESSOR to pledge or assign his leasehold interest or to sublet the leased premises or any part thereof. Under no circumstances may any person occupy the dwelling on a permanent or long-term basis, without the prior written approval of ENTERPRISE PROPERTY MANAGEMENT.

**LESSEE'S PERSONAL PROPERTY**

5. All personal property on the leased premises shall be at the risk of the LESSEE only, and LESSOR shall not be liable for any damage hereto or theft thereof; nor shall LESSOR be liable for any damage to the person or property of LESSEE or other persons resulting from the act or neglect of any other LESSEE or occupant of the building, lack of repair of the building, or any accident occurring in or about the building. LESSOR **does not** have insurance coverage on any of LESSEE'S personal property.

**CASUALTY**

6. If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that the use of the dwelling unit is substantially impaired, the resident may (1) immediately vacate the premise, and (2) shall notify the landlord in writing within fourteen (14) days thereafter of his intention to terminate the rental agreement in which case the rental agreement terminates as of the date of vacating. If the rental agreement is terminated, the landlord shall return all prepaid rent. Accounting for rent in the event of termination or apportionment is to occur as of the date of the casualty.

**LIEN**

7. When perfected, LESSOR shall have a lien on LESSEE'S personal property and household goods to secure the performance of LESSEE'S obligation. LESSEE agrees to pay on demand all expenses for collection, including reasonable attorney's fees and court costs LESSOR incurs in the collection of said rent or enforcement of any of the provisions of this lease.

**RIGHT TO INSPECT**

8. LESSOR or its agents may at all reasonable times enter said leased premises to make repairs, examine and inspect them and may remove any signs, fixtures or alterations not in conformity with this agreement or with the Rules and Regulations attached hereto, LESSEE further agrees to cooperate in all respects with LESSOR, the owner, or their agents if at any time the owner desires to show the property to a prospective purchaser, or if the owner or his agents need access to the property for any reason in connection with the owner's desire to sell the property. The refusal by LESSEE to do so shall be a violation and breach of this Lease, and LESSOR shall be entitled to enter the unit for these purposes. It is expressly understood that LESSOR shall make every effort to show said property at the convenience of the LESSEE.

**KEYS TO ADDITIONAL LOCKS**

9. In the event LESSEE adds additional locks or other security equipment to the leased premises, he shall immediately provide LESSOR with a key to the new lock, or other means of access to the leased premises. In no event shall LESSEE change the existing locks. Any existing locks changed by LESSEE will be subject to a rekeying or replacement charge and further shall be grounds for termination of this tenancy.

**ABANDONMENT**

10. The LESSEE must notify the LESSOR of any anticipated extended absence from the premises in excess of seven (7) days. Notice shall be given on or before the first day of any extended absence. The LESSEE'S unexplained and/or extended absence from the premises for thirty (30) days or more without payment of rent as due shall be prima facie evidence of abandonment. The LESSOR is then expressly authorized to enter, remove and store all personal items belonging to LESSEE and others. If LESSEE does not claim said personalty items within an additional thirty (30) days, LESSOR may sell or dispose of said personalty and apply the proceeds of said sale to the unpaid rents, damages, storage fees, sale costs, court costs, advertisement and attorney fees. Any balances are to be held by the LESSOR for the LESSEE for a period of six (6) months subsequent to the sale date and thereafter forfeited to the LESSOR.

**AUTO IMPOUNDMENT**

11. The term "impoundment" is defined as removing a vehicle from the private parking lot or adjacent street, alley, highway or thoroughfare to a garage or other place of safety or to a garage designated or maintained by the police department or otherwise maintained by an appropriate law enforcement agency. The LESSOR and the appropriate law enforcement agency shall have the authority to impound any vehicle, if said vehicle has been left parked for a period of seven (7) days without current registration, identification, upon LESSEE'S failure to give notice to LESSOR pursuant to a rental agreement, or regulation of his right, title, or interest in said vehicle. The LESSOR and law enforcement agency shall also have authority to impound any vehicle when it has been abandoned or left inoperable for a period of seven (7) days. The term "inoperable" shall include, but not be limited to, a vehicle with one or more flat tires. The owner of the vehicle may make application to take possession of his vehicle and remove said vehicle from a place to which it has been stored by paying the costs of removing the vehicle, plus the towing and accrued storage charges.

**STORAGE OF AND WORKING ON VEHICLES**

12. LESSEE shall not under any circumstances store or place any motorcycle or other vehicle operated with combustible fuel, whether operable or not, inside the leased premises. Without the prior written consent of LESSOR, LESSEE shall not service or work on any vehicle on the leased premises, including the parking area provided or any public street adjacent to the leased premises; however, minor repairs are permitted, such as changing oil and similar work if it is completed in one day's time. LESSEE shall not allow oil or other liquids to drain onto the leased premises or parking areas, and shall dispose of used liquids and parts properly.

**NUMBER OF VEHICLES**

13. Without the prior written approval of LESSOR, LESSEE shall be limited to one vehicle for each licensed driver in the leased premises, with a maximum of two vehicles.

**WAIVER OF NOTICE**

**14. Default.**

- A. Written notice of the following is hereby waived by the Tenant:**
  - 1. Tenant's material breach of or noncompliance with Lease;**
  - 2. Tenant's failure to comply with obligations imposed on Tenant by applicable building and housing codes which materially affects health and safety;**
  - 3. Tenant's failure to keep Leased Property in as clean and safe condition as when Tenant took possession which materially affects health and safety;**
  - 4. Tenant's failure to dispose of all ashes, rubbish, garbage or other waste to designated collection areas which materially affects health and safety;**
  - 5. Tenant deliberately or negligently destroying, defacing, damaging, impairing or removing any part of the Leased Property or permitting any other person to do so which materially affects health and safety;**
  - 6. Tenant engaging in illegal activity on the Leased Property which materially affects health and safety; OR**
  - 7. Tenant acting or permitting others on the Leased Property (with or without Tenant's consent) to act in a manner which disturbs the neighbors' peaceful enjoyment of the premises and materially affects health and safety.**
- B. Notice of Breach or Termination of Lease.**

**NOTICE TO LESSOR OF ACCIDENT OR DEFECT**

15. LESSEE shall promptly notify LESSOR in writing of any accident to or defect in the water pipes, gas pipes, electric light wires or fixtures or heating apparatus, in order that LESSOR may make the necessary repairs, and LESSOR shall not be liable for damages due to the temporary breakdown or discontinuance of same. LESSEE shall not interfere with or prohibit LESSOR from making necessary repairs. In instances where the LESSOR FURNISHES WATER TO THE LESSEE, the LESSEE agrees to pay additional charge should he obtain water using appliances which do not conform with the amenities provided. LESSEE will provide their own electricity service and gas service if applicable.

**NOTICE OF LEASE RENEWAL**

16. Both LESSOR and LESSEE shall notify the other party in writing at least thirty (30) days prior to the expiration of this lease, of their intent to renew or not renew this lease. Continued occupancy by LESSEE after expiration of this lease for any reason, shall be considered a rental from month to month and the rent rate shall be adjusted to the rent rate currently being charged for this type unit. In the event LESSEE holds over on said month to month basis, the rent rate shall further be adjusted by an additional five percent for the LESSEE'S failure to enter into a new lease agreement.

**TERMINATION OF LEASE**

17. LESSEE must give LESSOR thirty (30) days advance written notice of intent to vacate the leased premises and prior to vacating the dwelling all sums due LESSOR under the terms of this agreement must be paid. If premises are vacated prior to the expiration of the full lease term, the security deposit shall automatically be forfeited and a termination payment equal to one month's rent must be paid to LESSOR. Termination payment is NOT rent payment in any form. It strictly gives LESSEE the right to terminate early.

**ACCEPTANCE BY RESIDENT**

18. This contract shall not be affected by any agreements or representations not contained herein. LESSEE'S act of taking possession shall be conclusive evidence that the premises were in satisfactory condition and in conformity with this agreement between the parties. The LESSEE does hereby accept all items as contained in the dwelling in good condition and agrees to return it at termination of the lease in good condition. LESSEE has examined the leased premises and agrees to take them in their present condition without alteration or repairs, except to the extent shown in the blank space below.

see inspection report

Tenant has received "Unit Pre & Post Inspection Report." Tenant is to return this to ENTERPRISE PROPERTY MANAGEMENT within 10 days of move in. Any damages not noted on the "Unit Pre & Post Inspection Report" will be charged to the tenant, upon move out. This is for the protection of the tenant. Tenant must provide a 30 gallon trash container. Tenant must change the heat & A/C filters every 30 days.

**RULES & REGULATIONS**

20. Rules & Regulations are an important part of this lease, incorporated by reference and made a part hereof.

**SAVINGS CLAUSE**

21. If any provision of the lease is determined to be in conflict with the UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT thereby making said provision null and void, the nullity shall not affect the other provisions of this lease which can be given effect without the void provision and to this end the provisions of the lease are serviceable.

**PET POLICY**

22. Before a pet is allowed on the property, WRITTEN approval from ENTERPRISE PROPERTY MANAGEMENT must be obtained and a payment of a NONREFUNDABLE pet fee (\$300 per pet) must be made to ENTERPRISE PROPERTY MANAGEMENT. **RESTRICTED BREEDS: PIT BULLS, ROTTWEILLERS, CHOWS, DOBERMANS, and WOLF-HYBRIDS. ENTERPRISE PROPERTY MANAGEMENT DOES NOT MAKE DISTINCTION OF BREED ON THE DEGREE OF PEDIGREED. UNDER NO CONDITION SHALL LESSEE HAVE MORE THAN TWO (2) PETS AT ANY ONE TIME.** LESSEE has 0 pet(s), and has paid to LESSOR a total amount of \$ 0 for the non-refundable pet fee. This provision also applies to any pets acquired by LESSEE after the execution of this lease. At the time of execution of this lease, LESSEE has the following pet(s): 0

**INSURANCE**

23. LESSOR "DOES NOT" provide insurance on LESSEE'S personal property, therefore LESSEE is advised to obtain coverage for his own protection.

**LESSOR'S ATTORNEY FEES**

24. In the event of the employment by LESSOR of an attorney to collect any rent due by the LESSEE hereunder or to protect the interest of the LESSOR in the event of a breach by LESSEE of any of the terms and conditions of this lease. LESSEE will pay to LESSOR the reasonable fees of such attorney and such fees shall be forthwith due and payable upon demand and shall constitute additional rent due and payable by the lease hereunder.

**PAYMENTS MADE AFTER FILING OF DETAINER WARRANT**

25. If LESSOR files a legal detainer against LESSEE, and subsequent thereto accepts rent or other payments from LESSEE, said acceptance of payment by LESSOR shall not operate as any waiver or relinquishment of any rights to proceed with the legal detainer action and evict LESSEE from the leased premises and obtain a judgment against LESSEE for the balance owed.

**CRIMINAL ACTIVITY, ILLEGAL DRUGS AND ILLEGAL USE OF FIREARMS**

26. A. Resident, any member of the resident's household, or guest or other person under the resident's control shall NOT engage in criminal activity, including drug-related criminal activity, ON or NEAR subject premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use as a controlled substance.  
B. Resident, any member of the resident's household or a guest or other person under the resident's control shall NOT engage in any act intended to facilitate criminal activity, including drug-related criminal activity, ON or NEAR the subject premises.  
C. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.  
D. Resident, or members of the household or a guest or other person under the resident's control, shall NOT engage in any act intended to facilitate criminal activity, including drug-related criminal activity, ON or NEAR the subject premises.  
E. Resident, any member of the resident's household, or a guest or other person under the resident's control, shall NOT engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, ON or NEAR subject premises.  
F. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE SUBJECT LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A SINGLE violation of ANY of the provisions as set forth herein shall be deemed a serious violation and a material non-compliance with the Lease. It is understood and agreed that a single violation shall be good cause for termination of tenancy. Unless otherwise provided by law, proof of violation shall NOT require criminal conviction.

**ACKNOWLEDGMENT**

27. LESSEE hereby acknowledges that he has read this agreement, the rental application and 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 all occupants of the premises, and affirms that LESSEE will, in all respects, comply with the terms and provisions of this agreement.  
28. Lead-Based Paint Addendum is not part of this contract.

**In the event of more than one Resident, each Resident understands he/she is jointly and severally liable for each provision of this contract. No partial payment of monthly rent will be accepted. Total amount of monthly rent is to be paid in full in a single, total payment.**

RESIDENT ACKNOWLEDGES RECEIPT OF 2 Door Key(s) and 2 Garage Opener(s) to be returned at expiration of lease or a charge of \$50.00 per lock will be assessed to LESSEE. Regardless of any Contrary language contained in this lease, LESSOR may increase the amount of monthly rent due under this lease upon thirty (30) days written notice to LESSEE, in which event LESSEE shall have the election, upon thirty (30) days written notice to LESSOR, to cancel this lease, or to continue the lease at the increased rental amount.

**PLEASE READ YOUR LEASE BEFORE SIGNING**

\_\_\_\_\_  
(Address of leased property)

\_\_\_\_\_/\_\_\_\_\_  
LESSEE Date

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_/\_\_\_\_\_  
LESSEE Date

BY \_\_\_\_\_  
Agent for Lessor  
ENTERPRISE PROPERTY MANAGEMENT  
2965 Germantown Road, Suite 128  
Bartlett, TN 38133

\_\_\_\_\_/\_\_\_\_\_  
LESSEE Date

WITNESS DATE

REMIT ALL PAYMENTS TO:  
ENTERPRISE PROPERTY MANAGEMENT  
P.O. Box 343241  
Bartlett, TN 38184-3241