

# Tennessee Residential Lease

(for properties in counties having a population of more than 75,000)

Date: {TodaysDate}

1. **PARTIES.** This Tennessee Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). Each Tenant is jointly and severally liable for all terms of this Agreement. The Manager is {PropertyManagerName}.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of the Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH\_Fees}.
6. **WAIVER OF NOTICE TO QUIT FOR FAILURE TO PAY RENT.**  
**If Tenant fails to pay any of the monthly rental amount or other charges or fees when due, Landlord may terminate this Agreement, and Tenant hereby expressly waives any notice to quit or notice to vacate.**
7. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late\_Fee}. Per T.C.A. § 66-28-201(d), the late charge may not exceed 10% of the amount past due. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF\_Fee} (maximum \$30 per T.C.A. § 47-29-102). Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

8. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.
9. **SECURITY DEPOSIT.** Security deposits in Tennessee are governed by T.C.A. § 66-28-301.
  - A. **Amount.** Tenant shall deposit with Landlord the amount of \${SecurityDeposit} as a security deposit against any breach of this Agreement by Tenant.
  - B. **Separate Account For Security Deposit.** Landlord shall deposit the security deposit in a bank account used only for that purpose at a federally insured bank located in Tennessee. Landlord shall notify Tenant at the time of execution of this Agreement of the name and address of the bank where the deposit shall be located.
  - C. **Inspection Of The Premises.** Tenant shall have the right to inspect the Premises to determine Tenant's liability for physical damages that are the basis for any charge against the security deposit. An inspection of the Premises to determine Tenant's liability for physical damages that are the basis for any charge against the security deposit and Landlord's estimated costs to repair such damage shall be conducted as follows:
    - i. Upon request by Landlord for Tenant to vacate or within five days after receipt by Landlord of written notice of Tenant's intent to vacate, Landlord may provide notice to Tenant of Tenant's 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 and is ready to surrender possession and return all means of access to the entire Premises; provided, that the inspection shall be either on the day Tenant completely vacates the Premises or within four calendar days of Tenant vacating the Premises. **If Landlord provides written notice of Tenant's right to be present at Landlord's inspection and Tenant schedules an inspection but Tenant fails to attend such inspection, Tenant waives the right to contest any damages found by Landlord as a result of such inspection by Landlord.**
    - ii. If Tenant requests a mutual inspection as provided in subsection (i) above, Landlord and Tenant shall then inspect the Premises and compile a comprehensive listing of any presently ascertainable damage to the Premises 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. Except as provided in subsection (v) below, 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.

- iii. If Tenant has acted in any manner set out in subsections (iv) (a)-(f) below, Landlord may inspect the Premises and compile a comprehensive listing of any presently ascertainable damage to the Premises that is the basis for any charge against the security deposit and the estimated dollar cost of repairing the damage without providing Tenant an opportunity to inspect the Premises; provided, that Landlord provides a written copy, sent by certificate of mailing to Tenant, of the listing of any damages and estimated cost of repairs to Tenant upon Tenant's written request.
- iv. Tenant shall not have a right to inspect the Premises as provided in this section if Tenant has:
  - a. vacated the rental Premises without giving written notice;
  - b. abandoned the Premises;
  - c. been judicially removed from the Premises;
  - d. not contacted Landlord after Landlord's notice of right to mutual inspection of the Premises;
  - e. failed to appear at the arranged time of inspection as provided in subsection (C)(i); or
  - f. if Tenant has not requested a mutual inspection pursuant to subsection (C)(i) or is otherwise inaccessible to Landlord.
- v. The costs of any physical damages to the Premises may only be recovered if the damage was discovered 30 days after Tenant vacated or abandoned the Premises or 7 days after a new tenant takes possession of the Premises.

D. **Allowable Charges.** Subject to subsection (C) above, Landlord may apply the security deposit toward any breach of this Agreement including but not limited to: damage to the Premises, any of the buildings, common areas, parking areas, furniture, fixtures, carpet, or appliances; abandonment of the Premises; nonpayment of rent; late charges; and attorneys' fees. Landlord may not apply the security deposit to ordinary wear and tear. Tenant may not apply the security deposit to the last month's rent or any other charges. Should Tenant vacate the Premises with unpaid rent or other amounts due and owing, Landlord may remove the deposit from the account and apply those moneys to the debt. Landlord shall not be entitled to retain any portion of the security deposit if the security deposit is not deposited in an account as required by subsection (B) above or if a listing of damages is not provided as required by subsection (C) above.

E. **Return Of Security Deposit.** Prior to move-out, Tenant shall provide Landlord with a forwarding address. Within **30 days** of Termination of this Agreement or surrender and acceptance of the Premises, whichever occurs last, Landlord shall send notification to Tenant of the

amount of any refund due Tenant. In the event Landlord shall not have received a response from Tenant within **60 days** from the sending of such notification, Landlord may remove the deposit from the account and retain it free from any claim of Tenant or any person claiming in Tenant's behalf, per T.C.A. § 66-28-301(f).

10. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.
11. **UTILITIES.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
12. **SMOKING.** Smoking {Smoking} permitted in the Premises.
13. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
14. **NOTICE TO QUIT AND HOLDOVER.**
  - A. **Notice.** At least **30 days** prior to the end of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.
  - B. **Month-to-Month Tenancies.** If this Agreement become a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:
    - i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant.
    - ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.
  - C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord **double the monthly rental amount of** \${MonthlyRent}, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, Tenant shall be responsible for any further losses incurred by Landlord as determined by a

proceeding before any court of competent jurisdiction, per Per T.C.A. § 66-28-512(c).

15. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant 30 days prior to the end of the Agreement Term.
16. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
17. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delay for the first seven days of the Agreement Term. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.
18. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
19. **MAINTENANCE RESPONSIBILITIES.**
  - A. **Landlord' Responsibilities.** Landlord warrants that the Premises is fit for human habitation. No deficiency in the common area(s) shall render the Premises uninhabitable unless the deficiency materially and substantially limits Tenant's use of the Premises. If any breach of the following is caused by the misconduct of Tenant, a member of Tenant's household, a guest or invitee of Tenant, or a person under Tenant's direction or control; the condition shall not constitute a breach of Landlord's obligations under this Agreement. Per T.C.A. § 66-28-304, Landlord shall:
    - i. comply with requirements of applicable building and housing codes materially affecting health and safety;
    - ii. make all repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition;
    - iii. keep all common areas of the Premises in a clean and safe condition; and
    - iv. in multi-unit complexes of four 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 subject to T.C.A. § 66-28-401(3).

**B. Failure To Supply Essential Services.** Per T.C.A. § 66-28-502:

- i. If Landlord deliberately or negligently fails to supply essential services, Tenant shall give written notice to Landlord specifying the breach and may do one of the following:
  - a. procure essential services during the period of Landlord's noncompliance and deduct their actual and reasonable costs from the rent;
  - b. recover damages based upon the diminution in the fair rental value of the Premises, provided Tenant continues to occupy Premises; or
  - c. procure reasonable substitute housing during the period of Landlord's noncompliance, in which case Tenant is excused from paying rent for the period of Landlord's noncompliance.
- ii. In addition to the remedy provided in subsection (i)(c) above, Tenant may recover the actual and reasonable value of the substitute housing and reasonable attorneys' fees.
- iii. "Essential services" means utility services, including gas, heat, electricity, and any other obligations imposed upon Landlord which materially affect the health and safety of Tenant.
- iv. If Tenant proceeds under this section, Tenant may not proceed under T.C.A. § 66-28-501 or T.C.A. § 66-28-503.
- v. The rights under this section do not arise until Tenant has given written notice to Landlord and has shown that the condition was not caused by the deliberate or negligent act or omission of Tenant, a member of Tenant's family, or other person on the Premises with Tenant's consent.

**C. Tenant's Responsibilities.** Landlord may recover punitive damages for Tenant's willful destruction of property. Per T.C.A. § 66-28-401, Tenant shall:

- i. comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- ii. keep that part of the Premises that Tenant occupies and uses as clean and safe as the condition of the Premises when Tenant took possession;
- iii. dispose from the Premises all ashes, rubbish, garbage, and other waste to the designated collection areas and into receptacles;
- iv. 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
- v. act and require other persons on the Premises, with Tenant's or

other occupants' consent, to act in a manner that will not disturb the neighbors' peaceful enjoyment.

- D. **Tenant's Failure To Maintain.** Per T.C.A. § 66-28-506, if there is noncompliance by Tenant with subsection (C) above or T.C.A. § 66-28-401 materially affecting health and safety that can be remedied by repair, replacement of a damaged item or cleaning, and Tenant fails to comply as promptly as conditions require in case of emergency or within 14 days after written notice by Landlord specifying the breach and requesting that Tenant remedy it within that period of time, Landlord may enter the Premises 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 this Agreement has terminated, for immediate payment.
20. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.
21. **REPAIRS AND ALTERATIONS.**
- A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations .
- B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.
22. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:
- A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
- B. damages the Premises, common areas, or surrounding property; or
- C. disturbs the peace and quiet of any other tenant or nearby resident.

23. **RULES AND REGULATIONS.** Per T.C.A. § 66-28-402:

A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises.

They are enforceable against Tenant only if:

- i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
- ii. they are reasonably related to the purpose for which they are adopted;
- iii. they apply to all tenants in the property in a fair manner;
- iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;
- v. they are not for the purpose of evading the obligations of Landlord; and
- vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.

B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and if it does not work a substantial modification of this Agreement.

24. **EXTENDED ABSENCES.** Per T.C.A. § 66-28-404, Tenant shall notify Landlord if Tenant will be away from the Premises for more than seven consecutive days. Such notice shall be given to Landlord on or before the first day of the extended absence. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

25. **ABANDONMENT.** Per T.C.A. § 66-28-405 and Per T.C.A. § 66-28-507:

A. **Unexplained or Extended Absence.** Tenant's unexplained or extended absence from the Premises for 30 days or more without payment of rent as due shall be prima facie evidence of abandonment. Landlord is then expressly authorized to reenter and take possession of the Premises.

B. **Procedures.**

- i. Tenant's nonpayment of rent for 15 days past the rental due date, together with other reasonable factual circumstances indicating Tenant has permanently vacated the Premises, including, but not limited to, the removal by Tenant of substantially all of Tenant's possessions and personal effects from the Premises, or Tenant's voluntary termination of utility service to the Premises, shall also be prima facie evidence of abandonment.
- ii. In cases described in subsection (B)(i), Landlord shall post notice at the rental Premises and shall also send the notice to

Tenant by regular mail, postage prepaid, at the rental Premises address. The notice shall state that:

- a. Landlord has reason to believe that Tenant has abandoned the Premises;
  - b. Landlord intends to reenter and take possession of the Premises, unless Tenant contacts Landlord within 10 days of the posting and mailing of the notice;
  - c. If Tenant does not contact Landlord within the ten-day period, Landlord intends to remove any and all possessions and personal effects remaining in or on the Premises and to rerent the Premises; and
  - d. If Tenant does not reclaim the possessions and personal effects within 30 days of Landlord taking possession of the possessions and personal effects, Landlord intends to dispose of Tenant's possessions and personal effects as provided for in subsection (C).
- iii. The notice shall also include a telephone number and a mailing address at which Landlord may be contacted.
  - iv. If Tenant fails to contact Landlord within 10 days of the posting and mailing of the notice, Landlord may reenter and take possession of the Premises. If Tenant contacts Landlord within 10 days of the posting and mailing of the notice and indicates Tenant's intention to remain in possession of the rental Premises, Landlord shall comply with Tennessee law relative to termination of tenancy and recovery of possession of the Premises through judicial process.

C. When proceeding under either subsection (A) or (B), Landlord shall remove Tenant's possessions and personal effects from the Premises and store the personal possessions and personal effects for not less than 30 days. Tenant may reclaim the possessions and personal effects from Landlord within the thirty-day period. If Tenant does not reclaim the possessions and personal effects within the thirty-day period, Landlord may sell or otherwise dispose of Tenant's possessions and personal effects and apply the proceeds of the sale to the unpaid rents, damages, storage fees, sale costs and attorneys' fees. Any balances are to be held by Landlord for a period of six months after the sale.

D. If Tenant abandons the Premises, Landlord shall use reasonable efforts to rerent the Premises at market rate. If Landlord rents the Premises for a term beginning prior to the expiration of the Agreement Term, this Agreement is terminated as of the date of the new tenancy.

**26. LANDLORD'S RIGHT TO ACCESS.** Per T.C.A. § 66-28-403:

A. Tenant shall not unreasonably withhold consent to Landlord to enter onto Premises in order to inspect Premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the Premises to prospective

or actual purchasers, mortgagees, workers, or contractors.

- B. Landlord may enter Premises without consent of Tenant in case of emergency. "Emergency" means a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.
  - C. Where no known emergency exists, if any utilities have been turned off due to no fault of Landlord, Landlord shall be permitted to enter Premises. Landlord may inspect Premises to ascertain any damages to Premises and make necessary repairs of damages resulting from the lack of utilities.
  - D. Landlord shall not abuse the right of access or use it to harass Tenant.
  - E. Landlord has no right of access to Premises except:
    - i. by court order;
    - ii. as permitted by this section, T.C.A. § 66-28-506 and T.C.A. § 66-28-507(b);
    - iii. if Tenant has abandoned or surrendered Premises;
    - iv. if Tenant is deceased, incapacitated or incarcerated; or
    - v. within the final 30 days of the termination of this Agreement for the purpose of showing Premises to prospective tenants upon at least **24 hours'** notice prior to entry.
27. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.
28. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.
29. **LANDLORD'S LIEN.** Per T.C.A. § 66-28-509, a contracted lien or security interest on behalf of Landlord in Tenant's household goods shall not be enforceable unless perfected by a Uniform Commercial Code filing with the secretary of state. All other liens are prohibited under Tennessee law. If a lien is created, Landlord shall be responsible for releasing the lien at termination of this Agreement.

**30. GROUNDS FOR TERMINATION OF THE TENANCY.**

**A. Landlord.** Landlord may terminate this Agreement if:

- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
- ii. Tenant misrepresents any material fact on Tenant's rental application;
- iii. Tenant (or any person on the Premises with Tenant's consent) commits or threatens to commit a violent act, creates a hazardous or unsanitary condition, or refuses to vacate after entering the Premises as unauthorized per T.C.A. § 66-28-517(a);
- iv. there is noncompliance by Tenant with this Agreement above materially affecting health and safety and Tenant fails to comply as promptly as conditions require in case of emergency, or within 14 days after written notice by Landlord if it is not an emergency, specifying the breach and requesting that Tenant remedy within that period of time, per T.C.A. § 66-28-505; or
- v. otherwise provided by law.

**B. Termination By Tenant.** Tenant may terminate this Agreement if:

- i. Landlord fails to comply with this Agreement, per T.C.A. § 66-28-501;
- ii. the Premises is damaged or destroyed by fire or casualty to the extent that normal use and occupancy is substantially impaired, per T.C.A. § 66-28-503; or
- iii. Landlord makes an unlawful entry or a lawful entry that has the effect of unreasonably harassing Tenant, per T.C.A. § 66-28-513;
- iv. otherwise provided by law.

**31. UNAUTHORIZED, DAMAGED, OR NUISANCE VEHICLES.** Landlord may have unauthorized vehicles towed or removed in accordance with T.C.A. § 66-28-518. Landlord may have damaged vehicles towed or removed in accordance with T.C.A. § 66-28-519. Landlord may have nuisance vehicles towed or removed in accordance with T.C.A. § 66-28-520.

**32. INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.

33. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
34. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
35. **CONDEMNATION.** If any part of the Premises is condemned, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
36. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
  - A. To Tenant: the Premises, or at Tenant's last known address
  - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
37. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:  
{AdditionalProvisions}
38. **ATTORNEYS' FEES.** Tenant shall pay for Landlord's legal fees and court costs associated with any default by Tenant. In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees and court costs.
39. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement. **However, per T.C.A. § 66-28-508, if Landlord accepts rent without reservation and with knowledge of a Tenant default, Landlord by such acceptance condones the default and thereby waives Landlord's right and is estopped from terminating this Agreement as to that breach.**
40. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
41. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
42. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
43. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing

and signed by Landlord and Tenant.

Effective as of the date first set forth above.

{SignatureBlock\_ALL\_Signatures+Date+Emails}