

**LEASE AGREEMENT**

1. **PARTIES:** The parties to this agreement are **Superior Properties Corporation**, hereinafter referred to as "Landlord", and \_\_\_\_\_, and \_\_\_\_\_, hereinafter referred to as "Tenant(s). All adult occupants of the subject premises must sign this Lease Agreement and each will be jointly and severally liable under the terms and conditions of said Agreement. Additional occupants of the premises will be \_\_\_\_\_ (Age\_\_\_\_); \_\_\_\_\_ (Age\_\_\_\_); and \_\_\_\_\_ (Age\_\_\_\_) only.
  
2. **PROPERTY:** Landlord hereby lets the following property to Tenant for the term of this agreement; the \_\_\_\_\_ property located at \_\_\_\_\_ and \_\_\_\_\_ known as: \_\_\_\_\_, Tennessee.  
\_\_\_\_\_  
(City) (County)
  
3. **TERM:** The term of the Agreement shall be for \_\_\_\_\_ beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.
  
4. **RENT:** The monthly/weekly rental for said property shall be \$ \_\_\_\_\_ per month/week. One full month's/week's rent shall be paid upon execution of this Agreement. Rent for the second month/week is the prorated amount of \$ \_\_\_\_\_, and is due and payable on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The remaining payments are to be paid consecutively on the first day of each month/week (Saturday) at such place as the Landlord shall direct. NOTICE OF TERMINATION OF TENANCY UNDER LEASE AGREEMENT FOR NON-PAYMENT OF RENT IS HEREBY SPECIFICALLY WAIVED.
  
5. **LATE CHARGES:** Any rent installment that is paid more than five (5) days after its due date shall include a late charge of 10% (ten percent) of the rent installment. Said late charges shall become a separate portion of rent due under the Terms and Conditions of this Lease.
  
6. **RETURN CHECK CHARGES:** A charge of \$25.00 shall be paid by Tenant for any check that is returned unpaid. Upon return or dishonor of any check tendered as payment of rent, late charges will be assessed as if no rental payment was attempted.
  
7. **UTILITIES, APPLIANCES & OTHER ITEMS FURNISHED BY LANDLORD:**

Utilities shall be paid by the party indicated on the following chart-

	LANDLORD	TENANT
Electricity	_____	_____
Gas	_____	_____
Water	_____	_____
Garbage	_____	_____
Other	_____	_____

Appliances furnished to Tenant by Landlord;

	YES	NO
Refrigerator	_____	_____
Stove	_____	_____
Air Conditioner	_____	_____
Dishwasher	_____	_____

Yard care shall be the responsibility of the Landlord/Tenant.

When electricity, gas or water is to be furnished by Landlord, Tenant agrees not to use any supplemental heating or air conditioning units, clothes or dishwashing machines, or clothes dryers, other than those furnished by Landlord and above listed. Due to the high utility costs involving use of such units or appliances, tenant agrees to obtain prior written approval before using or connecting such supplemental units or appliances.

Tenant agrees that any unauthorized use of supplemental heating or air conditioning units, clothes or dishwashing machines, or clothes dryers, other than those furnished by Landlord and above listed shall increase the monthly/weekly rental for the subject property at the rate of per month or per week. Said increase shall be automatic upon discovery of any of the above mentioned units or appliances, without any notice required, and shall continue for the full term of this Lease. Said increase shall become a portion of rent due under the Terms and Conditions of this Agreement

- 8. USE OF PROPERTY, OCCUPANTS, AND GUESTS:** Tenant shall use the subject property for residential purposes only. The property shall be occupied only by those Tenants listed in item one (1). PARTIES, of this Lease.
- 9. TENANT'S DUTY TO MAINTAIN PREMISES:** Tenant shall keep the dwelling unit in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring tenants to maintain rented premises. If damage to the dwelling unit other than normal wear and tear is caused by acts or negligence of Tenant or others occupying the premises under his/her control, Landlord may cause such repairs to be made, and Tenant shall be liable to Landlord for any reasonable expense thereby incurred by Landlord.
- 10. ALTERATIONS:** No alteration, addition, or improvements shall be made by Tenant in or to the dwelling unit without the prior written consent of Landlord. Such consent shall be totally at Landlord's option.
- 11. NOISE:** Tenant agrees not to allow on the premises any excessive noise or other activity, which disturbs the peace and quiet of others.
- 12. INSPECTION BY LANDLORD:** The Tenant agrees to allow Landlord to enter the subject premises in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. The Landlord may enter the dwelling unit without consent to Tenant in case of emergency.

13. **SECURITY DEPOSIT:** Tenant agrees to deposit with Landlord upon execution of the Lease contract, receipt of which is hereby acknowledged, the sum of \_\_\_\_\_. This deposit is held as security against any damage to the entire property, including but not limited to furniture, appliances, fixtures, and carpet; and Tenant vacating the entire premises prior to the termination date of this Lease, or failing to perform any and all the covenants herein. Said deposit is neither an advance rental payment nor a bonus to the Landlord, and Landlord agrees that if all the covenants imposed upon Tenant have been fulfilled, Landlord shall refund said deposit by mail to the address furnished by the Tenant, after the premises have been vacated by Tenant and inspected by Landlord as provided by statute. Said deposit shall be deposited in \_\_\_\_\_ Bank.
14. **LIEN:** The Tenant hereby gives Landlord a lien upon all his personal property situated upon said premises, including all furniture and household furnishings. This lien is for the rent agreed to be paid hereunder, for any damage caused by Tenant beyond normal wear and tear, and for Court costs and attorney's fees incurred under the Terms and Conditions of this Agreement.
15. **SUBLEASING:** Tenant shall not assign this Agreement or sublet the dwelling unit without prior written consent of Landlord. Such consent shall be totally at Landlord's option.
16. **PERSONAL INJURY AND PROPERTY DAMAGE:** Subject to standards required by law, neither Landlord nor its principal shall be liable to Tenant, his family, employees, or guests, for any damage to person or property caused by the acts or omissions of other Tenants or other persons, whether such persons be off the property of Landlord or on the property with or without permission of Landlord; nor shall Landlord be liable for losses or damages from theft, fire, water, rain, storm, explosion, sonic boom, or other causes whatsoever, nor shall Landlord be liable for loss or damages resulting from failure, interruption, or malfunctions in the utilities provided to Tenant under this Lease Agreement; nor shall Landlord be liable for injuries elsewhere on the premises.

LANDLORD IS NOT RESPONSIBLE FOR, AND WILL NOT PROVIDE, FIRE OR CASUALTY INSURANCE FOR THE TENANT'S PERSONAL PROPERTY.

In further consideration of this Agreement, Tenant agrees that, subject to standards required by law, Landlord does not warrant the condition of the premises in any respect, and his liability for any injury to the Tenant, his family, agent, or those claiming under him, or those on the premises by his or their invitation, shall be limited to injuries arising from such defects that are unknown by claimant and are known to Landlord or are willfully concealed by him. Additionally, Tenant has inspected the premises and binds himself to hold Landlord harmless against any and all claims for damages arising from those who sustain injuries upon the above leased premises, during the term of this Lease, or any extension thereof.

17. **IN CASE OF MALFUNCTION OF EQUIPMENT, DAMAGE BY FIRE, WATER OR ACT OF GOD:** Tenant shall notify Landlord immediately of malfunction of equipment, damage by fire, water or act of God and Landlord shall repair the damage with reasonable promptness, or if the premises are deemed by the Landlord to be damaged so much as to be unfit for occupancy, or if the Landlord decides not to repair or restore the building, this Lease shall terminate. If the Lease is so terminated, rent will be prorated on a daily basis so that Tenant will pay only to the date of the damage, and the remainder of the month will be refunded.
18. **PETS:** Tenant shall not permit a pet to live on the premises without signing and complying with the provisions of a separately negotiated Pet Agreement. All pets are subject to visual inspection and approval to Landlord at such times as Landlord may direct during normal working hours.

19. **TERMINATION - ALL TENANTS PLEASE TAKE NOTICE!** At least thirty (30) days prior to the termination date of this Lease Agreement, Tenant must give Landlord written notice of his intent to vacate the subject premises. Failure of Tenant to give Landlord said notice of intent to vacate the subject premises will cause Landlord to treat tenant as a holdover in accordance with item twenty (20.) **HOLDOVER**, of this Lease Agreement, no matter if Tenant continues to occupy the premises or not.

Upon proper termination or expiration of this Agreement, Tenant shall vacate the premises, remove all personal property belonging to him, and leave the premises as clean as he found them.

20. **HOLDOVER:** If Tenant holds over upon termination or expiration of this Agreement and/or Landlord accepts Tenant's tender of the monthly rent provided by this Agreement, this Agreement shall continue to be binding on the parties as a month-to-month agreement under the same Terms and Conditions as herein contained.
21. **ATTORNEY'S FEES:** Violation of any of the conditions of this Agreement shall be sufficient cause for eviction from said premises. Tenants agree to pay all costs of such action or cost of collection of damages as a result of Tenant's breach of this Agreement, including reasonable attorney's fees.
22. **NOTICES:** All notices provided for by this Agreement shall be in writing and shall be given to the other party as follows: to Tenant, at the premises; to Landlord, at P.O. BOX 128186, Nashville, TN 37212-8186.
23. **MAINTENANCE REQUESTS:** Except in emergencies, all requests for maintenance must be made in writing to Landlord, at the following address: P.O. BOX 128186, Nashville, TN 37212-8186
24. **ABSENCE OR ABANDONMENT:** The Tenant must notify the Landlord of any 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 Tenant's unexplained and/or extended absence from the premises for (30) days or more without payment of rent as due shall be prima facie evidence of abandonment. The Landlord is then expressly authorized to enter, remove, and store all personal items belonging to Tenant. If Tenant does not claim said personal property within an additional thirty (30) days, Landlord may sell or dispose of said personal property and apply the proceeds of said sale to the unpaid rents, damages, storage fees, sale costs, and attorney's fees. Any unclaimed balance held by the Landlord for a period of six (6) months shall be forfeited to the Landlord.
25. **TERMINATION FOR VIOLENT OR DANGEROUS BEHAVIOR:** Landlord shall terminate this Lease Agreement within three (3) days from the date written notice is delivered to the Tenant if the Tenant or any other persons on the premises with the Tenant's consent willfully or intentionally commits a violent act or behaves in a manner which constitutes or threatens to be a real and present danger to the health, safety, or welfare of the life or property of others.
26. **BREACH OF LEASE:** If there is any other material noncompliance of the Lease Agreement by the Tenant, not previously specifically mentioned, or a noncompliance 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. If the breach is not remedied in fourteen (14) days, the Lease Agreement shall terminate as provided in the notice subject to the following: 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 rental agreement will not terminate.

If the same act or omission which constituted a prior noncompliance, of which notice was given, recurs within six (6) months, the Landlord may terminate the Lease Agreement upon at least (14) days' written notice specifying the breach and the date of termination of the Lease Agreement.

27. **RULES AND REGULATIONS:** Tenant has read and agrees to abide by all Rules and Regulations of the Landlord as they presently exist or as they may be amended at Landlord's sole discretion. Said Rules and Regulations are attached hereto and are herein incorporated by reference.
28. **ALTERATIONS OR CHANGE IN THIS AGREEMENT:** It is expressly understood by Landlord and Tenant that the Terms and Conditions herein set out cannot be changed or modified, except in writing. Tenant understands that neither Tenant nor Landlord or any of Landlord's agents have the authority to modify this Lease Agreement except with a written instrument signed by all parties.
29. **APPLICATION:** Tenant'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 Tenant and later discovered by the Landlord shall, at the option of the Landlord, void this Lease Agreement.
30. **SAVINGS CLAUSE:** If any provision of this Lease is determined to be in conflict with the law, 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 severable.
31. **TENANTS ARE RESPONSIBLE FOR THEIR OWN SECURITY:** Tenant hereby states that he has inspected the subject premises and has determined to his satisfaction that the smoke detectors, door locks and latches, window locks and latches, and any other security devices within the subject premises are adequate and in proper working order. Tenant acknowledges that Landlord is under no obligation or duty to inspect, test, or repair smoke detectors during Tenant's occupancy. Further, Tenant acknowledges that Landlord is under no obligation or duty to inspect, test, or repair any other security device unless and until Landlord has received written notice of disrepair of the device.

Tenant further acknowledges that neither Landlord nor his agents or representatives guarantee, warrant, or assume the personal security of Tenant. Tenant further acknowledges and understands that Tenant's personal safety and security is primarily Tenant's responsibility. In particular, Tenant recognizes that Tenant is in the best position to determine and foresee risks of loss and to protect himself and his property against such losses. In this regard, Tenant recognizes that any of Landlord's efforts are voluntary and not obligatory.

32. **ADDITIONAL TERMS AND CONDITIONS:** Additional paragraphs \_\_\_\_\_ through \_\_\_\_\_ are attached hereto and are part of this Lease Agreement.

Wherefore, we the undersigned do hereby execute and agree to this Lease Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

President, Superior Properties Corp.  
LANDLORD

\_\_\_\_\_  
TENANT SS# \_\_\_\_\_

\_\_\_\_\_  
LANLORD/MANAGER

\_\_\_\_\_  
TENANT SS# \_\_\_\_\_

**RULES AND REGULATIONS**  
*(Referred to in and made a part of the Parties' Lease Agreement)*

1. No signs, notices, or advertisements shall be attached to or displayed by Tenant on or about said premises. Additionally, no antenna or satellite dish shall be attached to or displayed on or about the premises.
2. Profane, obscene, loud, or boisterous language, or unseemly behavior and conduct is absolutely prohibited, and Tenant obligates himself and those under him not to do or permit to be done anything that will annoy, harass, embarrass, or inconvenience any of the other tenants or occupants in the subject or adjoining premises.
3. No motor vehicle shall be kept upon the property that is unlicensed, inoperable, or in damaged condition. Damaged condition includes but is not limited to flat tires. Any such vehicle that remains on the property for more than ten (10) days after notice to remove same has been placed on subject vehicle shall be towed by wrecker and stored with a wrecker service at the tenant's and/or the vehicle owner's expense.
4. In keeping with Fire Safety Standards, all motorized vehicles including motorcycles must be parked outside. No motorized vehicles shall be parked in any building structure on the property except authorized garage spaces.
5. In accordance with Fire Safety Standards and other safety regulations, no Tenant shall maintain or allow to be maintained, any auxiliary heating unit, air conditioning units, or air filtering units without prior inspection and written approval of Landlord.
6. The sound of musical instruments, radios, televisions, phonographs, and singing shall at all times be limited in volume to a point that is not objectionable to other tenants or occupants in the subject or adjoining premises.
7. Only persons employed by Landlord or his agent shall adjust or have anything to do with the heating or air conditioning plants or with the repair or adjustment of any plumbing, stove, refrigerator, dishwasher, or any other equipment that is furnished by Landlord or is part of the subject premises.
8. No awning, venetian blinds, or window guards shall be installed, except where prior approval is given by the Landlord.
9. Tenant shall not alter, replace, or add locks or bolts or install any other attachments, such as doorknockers, upon any door, except where prior approval is given by the Landlord
10. No defacement of the interior or exterior of the buildings or the surrounding grounds will be tolerated
11. If furnished by Landlord, garbage disposal shall only be used in accordance with the disposal victims. All refuse shall be timely removed from the premises and placed outside in receptacles.
12. No spikes, hooks, or nails shall be driven into the walls, ceiling or woodwork of the leased premises without consent of Landlord. No crating of or boxing of furniture or other articles will be allowed within the leased premises.
13. It is specifically understood that Landlord reserves solely to itself the right to alter, amend, modify, and add rules to this Lease.

14. It is understood and agreed that Landlord shall not be responsible for items stored in storage areas.
15. Landlord has the right to immediately remove combustible material from the premises or any storage area.
16. Landlord will furnish one (1) key for each outside door of the premises. All keys must be returned to Landlord upon termination of the occupancy.
17. Lavatories, sinks, toilets and all water and plumbing apparatus shall be used only for the purpose for which they were constructed. Sweepings, rubbish, rags, ashes or other foreign substances shall not be thrown therein. Any damage to such apparatus and the cost of clearing plumbing resulting from misuse shall be the sole responsibility of and will be borne by Tenant.

\_\_\_\_\_  
TENANT Date

\_\_\_\_\_  
TENANT Date

\_\_\_\_\_  
TENANT Date

\_\_\_\_\_  
TENANT Date



**PARAGRAPH NO.**

**PET AGREEMENT**

Tenant agrees that only the pet described and named below will occupy premises. No additional or different pet is authorized under this Agreement.

Tenant agrees that said pet shall be kept under the direct control of Tenant at all times.

Tenant agrees that if pet becomes annoying, bothersome, or in any way a nuisance to other tenants, or to the community, Tenant shall immediately upon notice from Landlord remove the pet from the premises, or vacate the premises.

Tenant agrees to pay the Landlord, upon execution of this supplementary Pet Agreement, the additional sum of \$\_\_\_\_\_. This amount is NON-REFUNDABLE, and does not prohibit Landlord from recovery of any and all damages to the subject premises, caused by said pet.

Landlord sets a limit of \_\_\_\_\_ lbs. for the subject pet.

Type of Pet:\_\_\_\_\_ Breed:\_\_\_\_\_

Name of Pet:\_\_\_\_\_ Age:\_\_\_\_\_ Weight:\_\_\_\_\_

Color of Pet:\_\_\_\_\_ License #:\_\_\_\_\_

All Tenants residing in the unit must sign this Pet Agreement.

DATE:\_\_\_\_\_

BY:\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT

**PARAGRAPH NO.                      DISCOUNT FOR PRE-PAYMENT OF RENT**

For, and in consideration of, Tenant paying rent by the first (1st) day of the month in which said rent is due, Tenant may take a discount of \$\_\_\_\_\_ for that specific month. To receive said discount, rent must be received by Landlord or postmarked no later than the first day of the month in which said rent is due.

EXAMPLE:                      \$425.00 (actual rent)  
   - 25.00 (discount for prepayment)  
  
   \$400.00

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT





**Sample Disclosure Format for Superior Properties Corp.  
Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.*

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**Lessor's Disclosure** (initial)

\_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint or lead-@ paint hazards are present in the housing (explain).

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_ (b) Records and reports available to the lessor (check one below):

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

\_\_\_\_\_

Lessor has no reports or records pertaining to lead-based paint and/or lead paint hazards in the housing.

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**Lessee's Acknowledgment** (initial)

\_\_\_\_\_ (c) Lessee has received copies of all information listed above.

\_\_\_\_\_ (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment** (initial)

\_\_\_\_\_ (e) Agent has **informed** the lessor of the lessor's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

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**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Date

**PAYMENT POLICY**

I, \_\_\_\_\_, understand that all rent is due on the 1st of the month.

- ❖ late on the 6<sup>th</sup>
- ❖ Eviction begins on the 11th of the month.
- ❖ No exceptions.

I understand and agree that my rent will be paid on time.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date