

TENNESSEE LEASE AGREEMENT

This Lease Agreement (the "Agreement") is entered into on this ____ day of _____, 20____ (the "Effective Date") by and between:

LANDLORD: _____ ("Landlord") with a mailing address of _____, and

TENANT(S): _____ ("Tenant").

I. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the residential premises located at the following address (the "Premises"):

II. TERM

The term of this Agreement shall be (check one):

☐ **Fixed Term.** This Lease shall commence on the ____ day of _____, 20____ and end on the ____ day of _____, 20____. Upon the end of the term, this Lease shall:

☐ Terminate.

☐ Convert to a month-to-month tenancy.

☐ **Month-to-Month.** This Lease shall commence on the ____ day of _____, 20____ and continue on a month-to-month basis until terminated by either party with at least thirty (30) days' written notice.

III. RENT

The Tenant agrees to pay the Landlord a monthly rent of \$ _____ . Rent is due on the _____ day of each month.

Rent shall be paid by the following method(s):

☐ Cash ☐ Check ☐ Money Order ☐ Electronic Transfer (ACH/Zelle/Venmo) ☐ Other:

Payment instructions:

IV. LATE FEES AND RETURNED CHECKS

Late Fees: Pursuant to Tennessee Code Annotated § 66-28-201(d), no late fee shall be charged unless the rent is at least five (5) days past due. If rent is not paid within five (5) days of the due date, Tenant shall pay a late fee of:

\$ _____ (Note: Under TN law, this amount cannot exceed 10% of the amount of rent past due).

Returned Checks: If a check is returned for insufficient funds, Tenant shall pay a charge of \$ _____ (not to exceed \$30.00 or the actual bank charges, whichever is greater) plus any applicable late fees.

V. SECURITY DEPOSIT

The Tenant agrees to pay a security deposit in the amount of \$ _____ to the Landlord.

Location of Deposit: Pursuant to Tennessee Code Annotated § 66-28-301, the Landlord shall deposit the security deposit in an account used only for that purpose in a bank or lending institution subject to regulation by the state of Tennessee or any agency of the United States government.

The Security Deposit is held at the following financial institution:

Bank Name: _____

Address: _____

Return of Deposit: The Landlord shall return the security deposit to the Tenant in accordance with Tennessee Code Annotated § 66-28-301. The Landlord may retain all or a portion of the security deposit for unpaid rent, damages beyond normal wear and tear, or other charges provided in this Agreement.

VI. UTILITIES AND SERVICES

The parties agree that utilities and services shall be the responsibility of the following parties:

- ☐ Landlord ☐ Tenant - Electricity
- ☐ Landlord ☐ Tenant - Gas
- ☐ Landlord ☐ Tenant - Water/Sewer
- ☐ Landlord ☐ Tenant - Trash Collection
- ☐ Landlord ☐ Tenant - Cable/Internet
- ☐ Landlord ☐ Tenant - Landscaping/Lawn Care
- ☐ Landlord ☐ Tenant - Snow Removal

VII. OCCUPANTS

The Premises shall be occupied only by the Tenant and the following additional occupants:

VIII. PETS

☐ **No Pets.** No pets are allowed on the Premises.

☐ **Pets Allowed.** The Tenant is permitted to keep the following pet(s) on the Premises:

Description of Pet(s):

Pet Fee (Non-refundable): \$ _____

Pet Deposit (Refundable): \$ _____

IX. MAINTENANCE AND REPAIRS

Tenant Responsibilities: The Tenant shall keep the Premises in a clean and sanitary condition and shall not cause any damage to the Premises beyond normal wear and tear. The Tenant is responsible for minor repairs and maintenance, including replacing light bulbs and HVAC filters.

Landlord Responsibilities: The Landlord shall maintain the Premises in a habitable condition and comply with all applicable building and housing codes. The Landlord is responsible for structural repairs and major mechanical systems.

X. RIGHT OF ENTRY

Pursuant to Tennessee Code Annotated § 66-28-403, the Landlord may enter the Premises to inspect, make necessary repairs, or exhibit the Premises to prospective or actual purchasers, mortgagees, workers, or tenants.

Except in cases of emergency or if it is impracticable to do so, the Landlord shall give the Tenant at least twenty-four (24) hours' notice before entering the Premises.

XI. DEFAULT AND TERMINATION

Non-Payment of Rent: If rent is unpaid when due and the Tenant fails to pay rent within fourteen (14) days after written notice by the Landlord of nonpayment and the Landlord's intention to terminate the rental agreement if the rent is not paid within that period of time, the tenancy terminates as provided in the notice (Tennessee Code Annotated § 66-28-505).

Non-Compliance: If there is a material noncompliance by the Tenant with the rental agreement or a noncompliance with Tennessee Code Annotated § 66-28-501 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 rental 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.

XII. ABANDONMENT

Pursuant to Tennessee Code Annotated § 66-28-405, the Tenant's unexplained absence from the Premises for thirty (30) days without payment of rent shall constitute abandonment. If the Tenant abandons the Premises, the Landlord may enter and take possession. The Landlord may remove and store any personal property left by the Tenant for not less than thirty (30) days.

XIII. LEAD-BASED PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

The Premises was built:

☐ Before 1978 (Landlord must attach Lead-Based Paint Disclosure form)

☐ In 1978 or later

XIV. TENNESSEE SPECIFIC DISCLOSURES

Identification of Agent/Owner (T.C.A. § 66-28-302):

The following person is authorized to manage the Premises and/or act on behalf of the owner for the purpose of service of process and receiving notices:

Name: _____

Address: _____

Showings During Final 30 Days (T.C.A. § 66-28-403(e)(5)):

If the Landlord wishes to show the property to prospective tenants during the final thirty (30) days of the tenancy, the Landlord must provide notice here.

☐ Landlord reserves the right to show the Premises to prospective tenants during the last thirty (30) days of the lease term with twenty-four (24) hours' notice.

XV. ADDITIONAL TERMS AND CONDITIONS

The parties agree to the following additional terms:

XVI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, specifically the Uniform Residential Landlord and Tenant Act (Title 66, Chapter 28) where applicable.

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or representations. This Agreement may only be modified in writing

signed by both parties.

SIGNATURES

LANDLORD

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT (Co-Signer if applicable)

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

*

NOTARY ACKNOWLEDGMENT**

State of Tennessee

County of _____

On this _____ day of _____, 20____, before me,

_____ (Name of Notary), personally appeared
_____ (Name of Landlord) and
_____ (Name of Tenant), proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: _____

My Commission Expires: _____ day of _____, 20____

(Seal)