

LEASE AGREEMENT
[ZndLrAddr] [TenantP] Date: [StartDate]

1. Address of Premises to be leased: [ZndLrAddr], Chattanooga, TN [ZipCd]. Premises refers to the dwelling and its associated porches/decks.
2. Danbury Properties, Inc. is the authorized agent of the Owners of the Premises described in Item 1.
3. The Tenants who will occupy the dwelling (include minors and indicate their parents/guardians):

Primary Tenant:	[TenantP]	[PhoneP]	[EmailP]
CoSigner:			
 Tenant:	 [Tenant2]	 [Phone2]	 [Email2]
CoSigner:			
 Tenant:	 [Tenant3]	 [Phone3]	 [Email3]
CoSigner:			
4. The Parties to this Agreement (Lease) are: (a) the Owners of the Premises described in Item 1, (b) the Tenants identified in Item 3, and (c) the CoSigners, if any, identified in Item 3. CoSigners will not occupy the dwelling. If a Tenant fails to execute his obligations pursuant to this Lease, then that Tenant's respective CoSigner assumes financial responsibility for such failure. Primary Tenant will act as communication agent for all Tenants. Any funds issued to Tenants by Owners will be paid directly to Primary Tenant; distribution of such funds to other Tenants will be made at Primary Tenant's discretion.
5. **Except for occasional guests, only Tenants specifically identified in Item 3 will occupy this dwelling.** Any Tenancy Change requires that Tenants request and receive prior approval from Owners. An occasional, reasonable, Tenancy Change request will be considered for approval by Owners in good faith. Tenancy Changes may require modifications to this Lease, including, but not limited to, the amount of monthly rent. In general, a guest remaining longer than 1 month is an unapproved Tenancy Change. **An unapproved Tenancy Change is cause for immediate eviction of all Tenants.**
6. Regarding Items in this Lease, Tenants assume responsibility for the behavior of their children, their pets, and their guests. If a Tenant fails to execute his/her obligations under this Lease, Primary Tenant assumes financial responsibility for the failing Tenant.
7. **This Lease may be modified or terminated by mutual written consent of Owners and Tenants. Minor Adjustments to this Lease may be made and agreed-upon using emails between the Parties. Said emails, dated after the earliest Signature Date on this Lease, will indicate the Minor Adjustments, and will become parts of this Lease.**
8. Occasional notifications and simple day-to-day communication between Owners and Tenants may occur in person or via phone conversations, or phone texts and voicemails. In addition, Tenants' maintenance requests or messages between Owners and Tenants may occasionally be posted on the ZndLr Homes website. **Such notifications and communications have no effect on this Lease.**
9. **Tenants are responsible for establishing and maintaining their own accounts with the Utility companies. These may include: Electricity, Water, Sewer, Internet, Cable TV.** Water spigots in the yards may occasionally be used by Owners' landscapers to water plants. Owners acknowledge that this water is paid-for by Tenants. The cost of such water usage being negligible, Tenants will allow access-to and use-of such water sources without reimbursement. Similarly, occasional repairs may require access to Tenants' electric outlets; such power usage being negligible, Tenants will allow access-to and use-of such power sources without reimbursement.

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10. This [nn]-month Lease is effective from [StartDate] (**Commencement Date**) through [EndDate] (**Termination Date**). At least 60 days prior to Termination Date, Owners will notify Tenants of Owners' intent to either renew or not renew this Lease upon this Lease's expiration. **If both Owners and Tenants elect to renew, then Owners will present Tenants with a Renewal Lease, probably commencing the day after the Termination Date, herein; Tenants have 30 days after such presentation to respond** to Owners with Tenants' intent to renew or not renew; the expiration of said 30-day period is called **Renewal Date**, herein. If Tenants elect to renew, **Tenants will sign and return the Renewal Lease to Owners or Owners' authorized agent on or before Renewal Date**. Failure on the part of Tenants to respond to Owners by Renewal Date with a signed Renewal Lease will be construed as an election on the part of Tenants to terminate this Lease on the Termination Date without renewal. **In the event of a non-renewal, Tenants will vacate and surrender the Premises on Termination Date. If any Tenant fails to vacate and surrender the Premises on or before Termination Date, then Tenants agree to pay twice the monthly rent as stated herein (see Item 11) for each subsequent month in addition to any costs and attorney's fees, as set forth herein, which Owners may be forced to incur.**
11. **Monthly Rent of [Rent\$] is due in full on the 1st day of each month (due date). Tenants will pay rent electronically, using a designated secure Internet Portal, which is free of charge. Tenants will be given instructions for using the Portal. If Tenants' bank rejects any payment, Tenants will pay a \$35 fee for each rejected payment. If the Monthly Rent is not paid in full within 7 calendar days after the due date, Tenants will pay an additional late fee of 10% of the Monthly Rent. All rent and late fees must be paid in full by the last day of the month; failure to do so is cause for immediate eviction of all Tenants. Tenants will pay the Monthly Rent for the entire effectivity period of this Lease (see Item 12 regarding Early Termination).**
12. **Tenants may elect to terminate this Lease early (prior to Termination Date) under the following conditions: (a) Early Termination Date will be a month-end date; (b) Tenants will provide Owners with the Early Termination Date at least 30 days prior to such date; (c) Tenants will pay a non-refundable Early Termination Fee at least 30 days prior to the Early Termination Date; (d) the amount of the Early Termination Fee is determined as follows: (i) if the Early Termination Date falls in any month between August and January (inclusive), the Early Termination Fee is Twice the Monthly Rent (see Item 11), (ii) if the Early Termination Date falls between February and July (inclusive), the Fee is equal to 1 Month's Rent (see Item 11), (e) funds from the Damage Deposit may not be applied to the Early Termination Fee; (f) the Early Termination Fee is in addition to rent; (g) once the Early Termination Fee is paid, the Early Termination Date becomes the new Termination Date, making all references herein to the Termination Date apply to the Early Termination Date; so Tenants must vacate and surrender the Premises on or before the Early Termination Date (see Item 10 regarding failure to vacate and surrender); (h) all other terms and conditions in this Lease remain in effect. An approved Tenancy Change is not an Early Termination (see Item 5).**

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13. Prior to occupying the Premises, Tenants (collectively) will pay the following **One-Time Fees**:

- a) **Refundable Damage Deposit of \$nnn** as security for any damage to the Premises caused by Tenants, their children, their pets, or their guests. Said deposit will be used by Owners to apply toward payment for damage to the Premises beyond ordinary wear and tear and damages resulting from non-performance of any conditions of this Lease by Tenants, including non-payment of rent. **Said deposit, held by Owners at Pinnacle Bank, will be forfeited to Owners if Tenants vacate the premises prior to the Termination Date without application to other unpaid balances.**
- b) **Non-refundable Cleaning Fee of \$200.**
- c) **Non-refundable Pet Fee of \$100 per cat and \$200 per dog.**
- d) **Non-refundable Lock ReKey Fee of \$95.**
- e) **Non-refundable Application Fee of \$0; this fee of \$65 per adult occupant is waived.**

14. As indication of Owners' commitment to rent the Premises to Tenants identified in Item 3, Owners have ceased searching for other tenants for the Premises. Therefore, as indication of Tenants commitment to rent the Premises from Owners, Tenants have elected to pay to Owners either: ☐ a **non-refundable fee of \$nnn (Earnest Money)** or ☐ **Total Initial Occupancy Charges of \$nnn**, consisting of the first month's rent (\$nnn) and all the **One-Time Fees (\$nnn, see Item 13)**. Earnest Money payment, if elected, will be applied to Tenant's Damage Deposit (see Item 13a) upon Owners' receipt of the **Total Initial Occupancy Charges**. Upon payment of **Total Initial Occupancy Charges**, Tenants will be granted access to occupy the premises. If mutually agreed upon, Tenants' occupancy during initial and/or final months may be for partial month(s); in which case(s), the corresponding months' rent will be prorated on a daily basis.

15. **Tenants have # pets (# dogs and # cats); no other pets and/or livestock are permitted. Tenants with pets are required to purchase Renter's Insurance as indicated herein (see Item 16). Tenants will see to it that their pets do not cause any public nuisance nor will their pets annoy or interfere with the neighbors or the neighbors' pets (see item 28). Tenants will immediately clean up after their pets. In the event that any of Tenants' pets exhibits aggressive or violent behavior toward any individual, whether toward a human or another pet, then such Tenants' pet will immediately cease to reside in any ZndLr Home; same pet is also barred from visiting any ZndLr Home.**

16. **Tenants indemnify Owners and Owners' agents against all liabilities resulting from Tenants' behavior (or lack of behavior) and/or resulting from the behavior (or lack of behavior) of: Tenants' children, Tenants' pets, or Tenants' guests.** In consideration of such indemnity, Tenants are ☐required / ☐advised to purchase and maintain a Renters' Insurance Policy with coverage of no less than \$300,000 in general liability, including coverage for litigation against Owners and/or Owners' agents; such litigation coverage to include: complete payment of all judgements against Owners and/or Owners' agents and all legal fees, such as attorney's fees and court costs; Owners and Owners' agents will be listed as Additional Insureds; such Insurance Policy to be kept in-force throughout the tenure of this Lease; the Policy is to be issued by a reputable Insurance Company; the Policy's coverage and the issuing Insurance Company must be acceptable to Owners. Tenants who are required to purchase Renters' Insurance will provide proof of such Renters' Insurance to Owners prior to occupying the premises and annually, thereafter.

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17. In addition to the standard and built-in fixtures on the Premises, the Refrigerator, Cook Stove, Clothes Washer and Dryer, and Mini-blinds are the property of the Owners; Tenants will use these responsibly.
18. Servicing, repairs, and maintenance of certain appliances and safety devices will occur from time-to-time, as well as occasional inspections of the Premises. Said servicing, repairs, maintenance, and inspections will be performed by Owners or Owners' agents at reasonable times, and may require access to the Premises. Tenants will be given reasonable notice in order to coordinate such access. Tenants specifically consent to such access upon twenty-four (24) hours' notice by Owners. Notice will generally be provided via telephone or email. However, a cell phone text or a note posted on the door of the premises may occasionally be used. **In the event of an emergency, Tenants will provide immediate access to corresponding emergency personnel (EMTs, Police, Fire Fighters, etc.) and/or Owners' agents (e.g. plumbers, electricians, etc.).**
19. Owners may require occasional access to the Premises in order to show the Premises to prospective new tenants; Tenants agree to allow such occasional access. Owners will make every effort to minimize the number of such occasions. Tenants agree to have the Premises reasonably presentable during these occasional showings; Owners will give Tenants at least 3 days' notice prior to each showing.
20. Owners will maintain the landscaping, and will mow the lawns and grasses in the grounds around the dwelling. Lawns and landscaping are generally maintained twice per month during the growing season: Spring, Summer, and Fall. Tenants will neither obstruct nor interfere with access to the lawns and landscaped areas by Owners' landscapers/mowers. Tenants will not mow, trim, or change any of the landscaping in the grounds around the dwelling. Tenants will not allow debris of any type to accumulate in the back, front or side yards, on the lawns, in the shrubs, or on the walkways.
21. **Visibility Is Important; publicly visible areas of the property, and public areas adjacent to the property will be used by Tenants appropriately and respectfully. These areas include, but are not limited to: porches, decks, yards, parking areas, and sidewalks adjacent to the property. Tenants will be held responsible for misuse or damage they do to these areas. Tenants will neither store nor leave their personal belongings in these areas, nor will they leave litter in these areas. These areas will be kept free of clutter. Tenants will use only appropriate outdoor furniture, in good repair, on the porches and in the yards.**
22. **Tenants, their children, and their guests will not smoke in the dwelling or in the areas around the dwelling (yards, porches, walkways, parking areas, etc.). Cigarette debris will not be left anywhere within the dwelling nor will it be left in any of the areas around the dwelling, publicly visible areas, nor on the sidewalks adjacent to the property. Smoking within the dwelling, BY ANYONE, is cause for immediate eviction of all tenants.**
23. Tenants will maintain a safe environment on the Premises. Doors, windows, driveways, sidewalks, entry ways, and/or stairs must not be obstructed. Smoke alarms, fire extinguishers, and other safety-related devices will not be deactivated by Tenants at any time. **If Tenants become aware of any unsafe condition or if any safety-related device fails or needs attention (e.g. batteries), Tenants will immediately notify Owners or Owners' agent of the condition.**

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24. Tenants will maintain a sanitary environment on the Premises. All lavatories, sinks, toilets, and all other water and plumbing apparatus must be kept in good order and shall be used only for the purposes for which they were constructed. Tenants shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. **The cost of repairing damage to any such apparatus and/or clearing stopped plumbing resulting from misuse shall be borne by the Tenants.** Tenants will deposit all trash, garbage, rubbish or refuse in appropriate containers and locations within the dwelling and in the yard. When the city's sanitation service collects trash, **Tenants must use only the trash container provided for such and set it on the street in front of the dwelling.** Tenants must not allow trash, garbage, rubbish, etc. to accumulate inappropriately anywhere on the Premises, in the common areas, or public areas adjacent to the property.
25. Tenants will keep the Premises in good condition, both inside and out. Any permanent or semi-permanent changes to the Premises such as painting, planting, removing trees or shrubs, etc., must be approved in advance by Owners; this does not refer to hanging pictures, drapes, or mirrors. Locks or hooks may not be placed on any door or window without the prior consent of the Owners. All windows, glass, window coverings, doors, locks, and hardware must be kept in good, clean order and repair. Windows and doors must be kept closed during inclement weather. **Tenants will immediately notify Owners or Owners' agent of any damage to the Premises.**
26. Tenants will not operate any business on the Premises, unless it is approved by the Owners.
27. **Illegal activity BY ANYONE on the Premises is cause for immediate eviction of all Tenants.**
28. Tenants will live peacefully and quietly on the Premises. Tenants, their children, their pets, and their guests will not cause any public nuisance, whether visual, auditory, olfactory, or otherwise; nor will they annoy or interfere with the neighbors or the neighbors' pets. Radios, television sets, stereos, phonographs, computers, musical instruments, etc. must be kept at a level of sound that does not annoy the neighbors. Tenants will not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same in the yard area.
29. At the conclusion of tenancy, or at such time as Owners request that Tenants vacate and surrender the premises, or Tenants provide notice to Owners of Tenants' intent to vacate and surrender the premises, Tenants have the right of mutual inspection to determine damages and estimated costs of repairs to be charged against Tenants' Damage Deposit, if Tenants submit a request for such mutual inspection. Owners will then establish a time for such mutual inspection; at which time, Tenants will return to Owners all means of access to the Premises. **If Tenants fail to attend the scheduled inspection, Tenants waive the right to contest any damages found by Owners as a result of such inspection.**
30. As provided by law, Owners make the following disclosure: "Radon Gas", is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Chattanooga. Additional information regarding radon and radon testing may be obtained from your county public health unit.

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31. The water provided by Tennessee American Water in contract with the city of Chattanooga is clean and safe to drink. However, if this dwelling comes equipped with a drinking water filtration system, Tenants may use the drinking water filtration system; in which case, **Tenants will provide their own filters. Owners assume no responsibility for the quality of the drinking water in the dwelling.**
32. Housing built before 1978 may contain lead-based paint, paint chips, and dust that can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. **Before renting housing that was built before 1978, Owners must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling; furthermore, Tenants who rent housing built before 1978 must receive a federally approved pamphlet on lead poisoning prevention. This dwelling was built ☐before / ☐after 1978; Owners are unaware of any hazards related to lead-based-paint in this dwelling.**
33. Tenants acknowledge that at the commencement of this Lease the dwelling is in good repair, clean, and free of insects and other pests. Tenants will maintain the dwelling in a pest-free condition. If pests should enter the dwelling, Tenants will immediately notify Owners or Owner's agents.
34. Tenants agree to pay Owners' reasonable attorney's fees and court costs associated with the enforcement of this Lease; Tenants recognize that such fees may amount to one-third (1/3) of any balances owed unless otherwise designated. Tenants agree to pay all reasonable costs of collection, including private process fees charged by private process servers employed for the purpose of affecting relief herein.
35. **Unsatisfied financial obligations pursuant to items in this Lease survive the Termination Date until such obligations have been satisfied.**
36. Upon termination of this Lease, Tenants will vacate and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear thereof and damages by the elements excepted. **Tenants will remove all their belongings prior to surrendering the Premises. Costs for removing/disposing of Tenants belongings will be borne by Tenants.** When Tenants surrender the Premises, funds from the Damage Deposit may be used to offset money owed to Owners, due to damage or unpaid rent or fees. **After Tenants' financial obligations to the Owners have been satisfied, and Tenants have surrendered the Premises, any remaining Damage Deposit funds will be returned to the Primary Tenant within 14 days after Tenants have vacated and surrendered the Premises. Primary Tenant will disburse such funds to other Tenants, according to Primary Tenant's discretion.**

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37. Each Tenant individually understands and will abide by the terms of this Lease. Parents or guardians of minors will see to it that the minors respect the terms of this Lease. If any Tenant violates this Lease, all Tenants assume responsibility for the violation. **Violation of this Lease by any Tenant may result in the immediate issuance of an unlawful detainer warrant for the eviction of all Tenants. In the event of an eviction, Tenants agree to pay all costs related to the eviction, including, but not limited to, court costs, Owners' attorneys' fees, repairs, and costs related to disposing of items left by Tenants.**

Signatures

By their signatures, Owners and Tenants acknowledge that they understand and freely agree to all terms and conditions of this Lease Agreement. Signatures must be dated.

Owner or Agent:

Tenant:

CoSigner:

Tenant:

CoSigner:

Tenant:

CoSigner:

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