

Lease Agreement

Address: \_\_\_\_\_ Tarbett Rd. Maryville, TN 37801

Rent \$\_\_\_\_\_ due on 1<sup>st</sup> of each month

Damage Deposit: \$\_\_\_\_\_

Property Owner
Mark Hudspeth
865-233-3233

- 1. Parties: The parties of this agreement are Mark Hudspeth, hereinafter referred to as Landlord, and... hereinafter referred to as Tenant. All adult tenants and/or co-signers of Tenant(s) of the subject premises must sign this Lease Agreement...
2. Property: Landlord hereby lets the following property to Tenant for the term of this Agreement; the property located at the address above in Maryville, Blount, Tennessee.
3. Term: The term of the Agreement shall be for \_\_\_\_\_ Month(s), beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.
4. Rent: The monthly rental for said property shall be \$\_\_\_\_\_ per month. Payments are to be paid consecutively on the first day of each month at such place the Landlord shall direct. Notice of termination of tenancy under lease agreement for nonpayment of rent is hereby specifically waived. \_\_\_\_\_ ini
5. Late charges: Any rent installment that is paid after the FIFTH of the Month shall include a late charge of \$ 30.00. Said late charges shall become a separate portion of the rent due under the Terms and Conditions of this Lease.
6. Return Check Charges: Tenant shall pay a charge of \$25.00 for any check that is returned unpaid. Upon return of dishonor of any check tendered as payment of rent, late charges will be assessed as if no rental payment was attempted.
7. Utilities: Tenant shall furnish the following checked utilities: Electrical \_x\_, Water \_30,000 gals\_, Sewer \_x\_, Gas \_x\_. Tenant will be charged for water usage above 30,000 gals at the same rate charged by Alcoa Utilities.
8. Use of Property, Occupants, and Guest: 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 the acts of negligence of Tenant or others occupying or visiting the premises whether or not under the control of Tenant, Landlord may cause such repairs to be made, and Tenant shall be liable to Landlord for and 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. PAINT: Tenant may paint their home with NETRUEL colors. (White, Eggshell, Pastels) NO DARK Colors (Navy Blue, Red)
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. Drugs / Alcohol: 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 violation of Local, State and/or Federal laws pertaining to illegal substances.

- 13. Inspection by Landlord:** Tenant agrees to allow Landlord or his/her representatives to enter the subject premises in order to inspect the premises, make necessary or agreed-upon repairs, decorations, alterations, or improvements, supply necessary or agreed upon services, such as exterminators, or exhibit dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. The Landlord may enter the dwelling unit without consent of Tenant in case of emergency.
- 14. Security Deposit:** Tenant agrees to deposit with the Landlord upon execution of this Lease contract, the sum of \$ \_\_\_\_\_. This deposit held as security against any damage to the entire property, including but not limited to Landlord's furniture, appliances, fixtures, walls, carpet, and excessive wear and tear; and against 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 to be deposited in United Community Bank, MTN VIEW MH Park Account. A \$ \_\_\_\_\_ **cleaning fee is non refundable.**
- 15. Lien:** The Tenant hereby gives Landlord a lien upon all personal property situated upon said premises, including all furniture and household furnishings. This lien is for the rent agreed to be paid hereunder, for damage caused by Tenant beyond normal wear and tear, and for court cost and attorney's fees incurred under the Terms and Conditions of this agreement.
- 16. Subleasing:** Tenant shall **not** assign this Agreement or sublet the dwelling . Violations may result in Eviction from the park.
- 17. 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 guest, for any damage to person or property caused by the acts of omissions of other Tenants of 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 the Tenant under this Lease Agreement; nor shall Landlord be liable for injuries anywhere on the premises. **Landlord in 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 willfully concealed by him. Additionally, the 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.
- 18. 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 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.
- 19. Pets: Small, Inside Pets / Service animals will be permitted on a case by case basis at Landlord's discretion.**  
**Pet Fees \_\_\_\_\_ must be paid before Pets are granted access to the property. See Rules of the park for pet care.**
- 20. Termination:** At least thirty (30) days prior to the termination date of this Lease Agreement, Tenant must give Landlord written notice of his/her 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/she found them.
- 21. 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.

22. **Attorneys' 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 attorneys' fees.
23. **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, Office, 2114 E Broadway Ave, Maryville, TN 37804.
24. **Maintenance Request:** Except in emergencies, all requests for maintenance must be made in writing to Landlord, Office.
25. **Absence or Abandonment:** The Tenant must notify the Landlord of any extended absence from the premises in excess of seven (15) 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 (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.
26. **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 commit a violent act or behave in a manner that constitutes or threatens to be a real and present danger to the health, safety, or welfare of the life or property of others.
27. **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 that constituted a prior noncompliance, of which notice was give, 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.
28. **Rules and Regulation:** 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.
29. **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.
30. **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.
31. **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.
32. **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 and 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.

**33. Additional Terms and Conditions:** Additional paragraphs \_ through \_ are attached and are part of this Lease Agreement. Wherefore, we the undersigned do hereby execute and agree to this Lease Agreement,

This \_\_\_\_\_ Day of \_\_\_\_\_, 2018      Landlord \_\_\_\_\_

Tenant : \_\_\_\_\_ Ph# 865- \_\_\_\_\_ email: \_\_\_\_\_

Tenant: \_\_\_\_\_ Ph# 865- \_\_\_\_\_ email: \_\_\_\_\_

Make payments to :

**MARK HUDSPETH**

**HUDSPLACE PLAZA**

**2114 E Broadway Ave**

**Maryville, TN 37804**

**No Payments will be accepted at the Park. All payments must be paid by Check, Money Order, or Cashiers Check. You may mail or hand deliver your payment to the address above. Payments not postmarked by the dates listed under the Late Fee section will be charged as agreed to in this lease.**

**Retain your check or money order stub for proof of payment. The numbers can be tracked to verify payments.**