

Hillwood Villas LLC Apartment Lease

THE STATE OF TENNESSEE }
COUNTY OF KNOX }

This Lease, made this ___xth___ day of ___Month___, 20yr___, between Hillwood Villas LLC of Knoxville, Tennessee, hereinafter called Lessor, and
_____NAME_____, hereinafter called Lessee(s).

WITNESSETH:

Lessor hereby leases and rents to Lessee, and Lessee hereby takes as tenant under Lessor, **Apartment No. ABC-#** being part of the real property located at 1642 Hillwood Drive Knoxville, Tennessee situated in Knox County, State of Tennessee, to be used by Lessee as a residence and for no other purposes, for the term of **Twelve** (**12**) months, beginning on the **First** (**1st**) day of **Month**, 20yr___, to the **Thirty-first** (**31st**) day of **Month**, 20yr___.

IN CONSIDERATION WHEREOF, and of the covenants hereinafter expressed, it is covenanted and agreed as follows:

1. Lessee shall pay to the Lessor an **aggregate total rent of \$_###_** for the term hereof, which may be paid in **equal monthly installments of \$_###_**, on the first day of each month throughout the term of this lease. The rent shall be payable at such place as the Lessor may designate in writing. Lessee shall pay the rent herein reserved at the time and place specified, without deduction, set-off, notice or demand. Rental payments shall be made in cash with one check or thru paypal.com. **Payments made by credit card shall incur a 3% transaction fee.** Lessee expressly waives any and all requirements for written notice for nonpayment of rent. All rental payment are accepted with full reservation of rights. Tenants shall be responsible for all collection costs related to unpaid rental payments.

Lessor does hereby **acknowledge \$_###_ needs to be paid as a security and damage deposit** which shall be returned to Lessee within thirty days following the expiration of this lease and vacation of the premises by Lessee, minus any reasonable amount deducted by Lessor as a cleaning fee, at Lessor's discretion, minus any amount for repair of damages beyond reasonable wear and tear, at Lessor's discretion. Additionally, Lessor hereby acknowledges receipt of \$0.00 as prorated monthly rental from the date of commencement of the terms of this lease to the first day of the succeeding calendar month at which time the first monthly installment of rent shall be due and payable. Checks shall be made payable to Hillwood Villas LLC. Lessee agrees that a five percent (5%) late penalty will be added to the monthly installment if payment is not received by Lessor on or before the fifth (5th) day of each month and five percent (5%) again after the 10th day. Maximum monthly fee shall not exceed ten percent (10%) of monthly rental amount.

2. Lessee acknowledges that he/she has examined the lease premises and accepts same as being in good order and repair, except as otherwise set forth and acknowledged in an initial walk-thru report; and Lessee further acknowledges that no promise to decorate, alter, repair or improve the premises has been made.

3. At the end of the term or upon forfeiture declared, Lessee agrees to deliver leased premises peaceably to landlord in as good an order and conditions as upon initial occupancy, reasonable wear and tear or loss by fire (not the fault of Lessee, his agents, or guests) excepted. Lessee agrees upon termination of this lease by forfeiture or otherwise, to pay for all damages done to leased premises by tenant, his agents, servants, or assign, which have not been properly repaired, and further agreed to clean and remove all rubbish and litter from the premises and to have the floors in a broom cleaned condition.

4. No decorations, alterations, additions, or improvements shall be made by Lessee. All such decorations, alterations, additions, or improvements made shall at Lessor's option, become the property of Lessor upon the termination of this Lease by forfeiture or otherwise; provided, however, that Lessor shall have the right to require Lessee to remove such alterations, additions and improvements, or to repaint said walls to the original color and condition at Lessee's expense.

5. Lessee shall open and account with KUB and pay for all water, sewer, gas, and electricity on the leased premises. Apartments in Buildings A, B, C, & F shall **pay \$_35_ per person per month for water and sewer reimbursement**, which is subject to change by written notice, including any retroactive increases that may not have been billed in advance.

6. If at any time the leased premises, or the building of which the leased premises are a component part, should be damaged by fire or other major casualty not the fault of Lessee, and if the damage should render the leased premises uninhabitable, the rental from the date of said fire, or other major casualty, not the fault of Lessee, to the date of the completion of the restoration of the premises shall be abated, such abatement being proportionate to the loss of occupancy sustained.

6A. Lessee covenants and agrees that he/she will not do or permit to be done on said leased premises, anything that will increase the rate of fire insurance on the premises or contents. If, because by any act or omission on the part of the Lessee the rate of fire insurance on said premises is increased, Lessee agrees to pay on demand any such increase. Lessee covenants and agrees to comply with all laws, regulations and ordinances of the Federal, State, and municipal governments and their Departments applicable to the leased premises, and to comply with the requirements of the Board of Fire Underwriters.

6B. Lessee covenants and agrees to maintain the leased premises in a safe and non-negligent manner. Lessee covenants and agrees that he/she will indemnify and save harmless the Lessor and Lessor's agent from any and all fines, judgments, suits, claims, demands and actions of any kind

against the Lessor by reason of any breach, violation or nonperformance of any laws, regulations or ordinances by the Lessee. Lessee shall protect, indemnify and hold harmless the Lessor and Lessor's agents against all claims by Lessee, Lessee's invitees, any authorized occupant or by any other person(s) for injuries, whether to person or property, occurring on the leased premises. Examples are: Kegs of beer may not be used on the premises. No person under the age of 21 may be allowed to consume alcoholic beverages on the premises. Illegal substances may not be stored or used on the premises.

6C. Lessee agrees to keep the premises clean and orderly at all times. Should the Lessor find the premises are not maintained as agreed then Lessor shall have the right to have the premises cleaned at Lessee's expense, which shall be paid promptly.

7. Lessee agrees to purchase and maintain insurance in a reputable company during the period of this lease providing protection to cover Lessee and all personal property placed or stored on the leased premises which is owned by the Lessee or any authorized occupant of the leased premises.

8. Lessor and his representative may enter the leased premises for inspection or maintenance at all times. Customary procedure of knocking before entering shall be followed at all times. Lessor and his representative may enter the leased premises at any time reasonably convenient with Lessee, for any other reasonable purposes including exhibiting the premises for sale, lease or mortgage financing. For the purposes of this paragraph, Lessee agrees to notify Lessor of any anticipated extended absence in excess of five days and during said absence Lessor is specifically authorized to enter the leased premises at times reasonably necessary.

9. The occurrence of any of the following shall constitute an event of default:

- A. Delinquency in the due and punctual payment of any rental amounts payable under this lease for a period of five days.
- B. Delinquency by the Lessee in the performance of or compliance with any of the terms, conditions and obligations of this lease (other than the covenant for the payment of rent) and if such default is not cured within fourteen after written notice thereof given by Lessor to Lessee.
- C. Filing by the Lessee in any Court pursuant to any statute, either the United States or any State, of a petition in bankruptcy or insolvency, or for the appointment of a receiver or trustee of all or a portion of the Lessee's property, or an assignment by Lessee for the benefits of Creditors.
- D. Abandonment of the leased premises by Lessee or the Lessee's unexplained or extended absence from the leased premises for a period of thirty days and without paying the required rent as provided herein.
- E. Climbing onto any of the roof areas by Lessee and/or Lessee's visitors or guests.

10. The occurrence of any of the events of default as listed in paragraph 9 shall give the Lessor the following remedies:

A. Upon Lessee's failure to pay rental amounts owed, the Lessor shall have the right to terminate this lease, without the necessity of demand or notice which is hereby expressly waived by Lessee and Lessee agrees to peaceably surrender and vacate the leased premises forthwith, paying the required rent and other sums due hereunder and leaving the leased premises in good order and repair.

B. Upon the occurrence of any of the events of default listed in subparagraph B and C of paragraph 9 Lessor shall have the option and right to terminate this lease at the end of thirty days written notice to Lessee specifying the specific default and Lessee's failure to remedy said default within fourteen days after receiving said written notice, upon terms satisfactory to Lessor.

C. Upon the occurrence of any of the events of default listed in subparagraph D of paragraph 9 Lessor is specifically authorized, without liability to Lessee, to enter the leased premises and terminate this lease and bring an action in any Court of competent jurisdiction for any unpaid rental amounts and damage sustained by Lessor.

D. In addition to the rights and remedies afforded Lessor under the terms of this paragraph, Lessor is specifically authorized to pursue any and all rights which he may have under the terms of the Uniform Residential Landlord and Tenant Act as adopted by the State of Tennessee and all amendments, changes and modifications thereto.

11. No waiver by Lessor at any time or any forfeiture for the breach of any covenant by Lessee shall impair the right of Lessor to rely upon such forfeiture for any subsequent breach, and acceptance by the Lessor of a portion of all of rent past due shall not constitute a waiver of the forfeiture or of the breach of any covenant or condition or of any damages due to Lessor by Lessee. No waiver of any of the provisions of this lease shall be binding upon Lessor unless in writing signed by him or his authorized agent.

12. Should Lessee occupy said premises after the termination of this lease, or after a forfeiture has been declared by Lessor, such occupancy shall in no event constitute a renewal of this lease, or be from year to year, but shall be a tenancy at the will of Lessor only, and shall be subject to and in accordance with the terms of this lease.

13. Any Attorney's fee or expenses, court and appellate costs incurred as a result of Lessee's default or by need of Lessor to defend or enforce any provision of this lease, shall be paid by Lessee in addition to his/her other obligations hereunder. Lessor shall have a lien upon all fixtures and other property of Lessee found in said premises to secure the payment of rentals, damages, attorney's fees, and costs due Lessor by Lessee.

14. Notices by either party to the other shall be given in writing and shall be deemed to be duly given only if delivered personally or mailed by registered mail in a postpaid envelope to the addresses given by both parties in this lease. If either party admits, in writing or under oath the receipt of notice, evidence of service in accordance herewith shall not be necessary.

15. Occupancy of the leased premises shall be by the persons listed by Lessee in this lease and no others. Occupancy by any person other than those listed herein shall constitute a default under the terms and conditions of this lease. Any and all changes to this provision must be approved in writing by Lessor prior to occupancy.

16. If the whole or any part of demised premises shall be taken by eminent domain or condemned by any competent authority for any public or quasi public use or purpose, then, and in that event, the term of this lease shall cease and terminate, at Lessor's option. Upon termination Lessee shall pay pro rata rent up until the time of termination of this lease. Thereafter Lessee shall have no claim against Lessor by reason of such termination. Lessee shall have no claim against any awards made to Lessor by reason of taking any eminent domain.

17. Lessee shall not have the right to sublet (except by prior written approval of Lessor) or mortgage, pledge, hypothecate, assigned or transfer, voluntarily or by operation of law, this lease or any interest herein, whether legal, or equitable, without the consent in writing of Lessor. Lessee agrees that should the leased premises be sold or title thereto transferred or conveyed, or should this lease be assigned, then Lessee's rights and remedies hereunder shall be against succeeding the person, firm or corporation.

18. If any provision of this lease shall be declared invalid or unenforceable, the remainder of the provisions of this lease shall continue in full force and effect.

19. This lease and any attachments hereto shall constitute the entire agreement and understanding between the two parties. There are no oral understandings and neither party has relied on such representation expressed or implied. This lease cannot be changed, modified or supplemented except by agreement of both parties in writing.

20. If there is more than one party Lessee, the covenants of this lease shall be joint and several obligations of each such party. Furthermore, each such party shall be responsible for payment of the entire rent and not only a portion thereof.

21. This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto. Each provision hereof shall be deemed both a covenant and a condition and shall run with the land.

22. Pets are not allowed without written approval from Lessor.

23. Lessor is not responsible for, and will not provide, fire or casualty insurance coverage for Lessee's personal property.

24. Off street parking spaces are provided and if required, Lessor shall display his/her parking tag, issued by Hillwood Villas, at all times.

25. Lessee agrees to observe and keep all covenants in the lease and shall lawfully, peaceably, quietly and without nuisance occupy the lease premises without hindrance or molestation by the Lessor.

26. Live Christmas Trees and Waterbeds may not be used. Open Flame Grills or fire pits may not be used on decks and balconies. Open flame candles may not be used.

27. All requests for repairs shall be made in writing by tenant, using their online account, including a full description of problem, tenant name, telephone number and apartment number.

28. In the event that the Lessor deems it necessary to increase said rent as a result of tax or operating increases, said increases being allowed under the laws existing at the time, then in that event Lessor reserves the right to make allowable rent increases upon giving thirty (30) days written notice to Lessee of intention to do so. Upon receiving thirty (30) days notice, Lessee shall have the option to pay said rent increases or terminating this lease agreement by giving Lessor thirty (30) days written notice and vacating the premises.

29. It is understood and agreed that this lease shall terminate on the last day of the term hereof, provided, however, that failure of either party to give the other written notice forty-five (45) days in advance of expiration of this lease of desire to cancel or modify the terms hereof shall serve to renew this lease on a month to month basis from the end of the term hereof, and shall continually renew for successive monthly periods upon all terms and conditions contained herein. As a month-to-month tenant, you cannot vacate 11/1-1/31, once you occupy past 10/31, you will be subject to all terms of original lease through at least 1/31. There is a ___\$35.00___ month to month fee that will be added to monthly base rent. This fee is subject to change at anytime with advance notice.

30. Upon termination of this lease, either by breach or lease term, Lessee shall close and secure all openings, leave all fixtures and appliances in good working order, leave operating bulbs in all light fixtures, leave heater operating with thermostat set to 60 degrees in November/December/January/February/March, clean and remove all trash/debris from the premises and return all keys to Lessor.

31. I certify that I have read, or have had read to me, all of the above lease and understand that any violation of any part of this lease will constitute a breach of the provisions therein.

NOTICES REQUIRED HEREUNDER SHALL BE SENT TO THE PARTIES AT ANY OF THE FOLLOWING ADDRESSES, WRITTEN OR ELECTRONICALLY:

LESSEE: _____
ADDRESS: _____ same as this residence ____
Email: _____
Cell: _____

LESSEE: _____
ADDRESS: _____ same as this residence ____
Email: _____
Cell: _____

LESSOR:
Address: 110 W. Summit Hill Dr. Knoxville, TN 37902 - e-mail = apartments@hillwoodvillas.com - phone 865.230.1860.

**Hillwood Villas Disclosure of information on Lead-Based Paint and/or Lead-Based Paint Hazards:
Lead Warning Statement- Housing built before 1978 may contain lead-based paint. Lead from paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.**

- A) Hillwood Villas has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.**
- B) Hillwood Villas has no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.**
- C) A copy of the Department of Housing and Urban Development's Lead Poisoning Prevention Pamphlet will be provided by Hillwood Villas LLC or you can download a copy at the following link.**

<http://www.hud.gov/utilities/intercept.cfm?offices/lead/library/hho/Lead.pdf>.

I have read Hillwood Villas Disclosure of information on Lead-Based Paint and/or Lead-Based Paint Hazards:

I have received a copy of the Department of Housing and Urban Development's Lead Poisoning Prevention Pamphlet.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures to this Lease Agreement, as of the date and year first written above.

LESSEE: _____

LESSEE: _____

PRINT NAME: _____

PRINT NAME: _____

LESSEE: _____

LESSOR: _____

PRINT NAME: _____

by: _____

Its; _____Property Manager_____

LIST ALL AUTHORIZED OCCUPANTS BELOW:

AUTHORIZED OCCUPANT: _____ Lesee(s) _____

AUTHORIZED OCCUPANT: _____ NA _____

AUTHORIZED OCCUPANT: _____ NA _____