

1829 Bertie Street
Sevierville, TN
37862



Phone #:
865-774-0006

LEASE CONTRACT

This lease contract and agreement is made and entered into this _____ day of _____, _____ by and between Great Smoky Investments, Corp., Agents for the Owner, and hereinafter called the Lessor, and _____ here in after called the Lessee. The Lessor does hereby let, lease, and demise unto the Lessee the following described premises situated in _____ County, located at _____.

The said contract is made under the following terms and conditions:

Section I

A. TERM

1. TO HAVE AND TO HOLD the above said premise unto the Lessee for the period of _____ month(s), beginning the _____ day of _____, 20____ and ending on the _____ day of _____, 20____ provided the considerations here in after set forth are kept.
2. Lessee hereby covenants and agrees to pay to Lessor as rent for the aforesaid premises the sum of \$ _____ Dollars payable in advance, in monthly installments without any demand or notice for payment of rent from Lessor, said demand or notice for payment of rent from Lessor being expressly waived by Lessee.
3. It is understood and agreed that this lease shall terminate on the _____ day of _____, 20____ provided however, that failure of either party to give the other written notice 30-days in advance of the expiration of this lease to cancel or modify the terms hereof shall serve to renew this lease for a successive period of month to month. If Lessee elects to convert this lease to a month-to-month lease at its termination, lessee agrees to pay a monthly rent equal to **110%** of the total monthly installment amount due during the duration of this lease.

B. FINANCIAL CONSIDERATIONS

1. The Lessee shall pay as monthly installments of the rent, for the term of the lease:
 - i. Monthly Installment: \$ _____ Dollars - **Due on or before the First day of each month**
1. In the event a pet is allowed, a *Non-Refundable* pet fee of \$ _____ Dollars, payable in full, in advance, at the signing of this contract, **or** in monthly installments without any demand or notice for payment of rent from Lessor, said demand or notice for payment of rent from Lessor being expressly waived by Lessee. Written approval must be given for each pet and attached as an addendum(s) to this lease contract. This applies to attaining any pet, at any time, during the term of the lease.
 - i. Monthly Installment: \$ _____ Dollars - **Due on or before the First day of each month**
 - ii. In the event a pet is found in the property and the Lessee does not have written permission, (1) this lease may terminate immediately and (2) the Lessee will be required to pay a non refundable pet fee of **\$ 1,000.00 per pet**. In the event the pet is an acceptable pet and an agreement is reached between the Lessor and the Lessee, the Lessee will be required to complete an application and attach the addendum for each acceptable pet. If a pet is on the aggressive breed list or the pets not allowed list, the Lessee must pay a non-refundable fine in the amount of **\$10,000.00 per pet** and immediately remove the pet from the premises and the entire security deposit will be forfeited.

C. PAYMENT AGREEMENT

1. Monthly Installments are due on or before the **1st** day of each month. Lessee further agrees that if the installment is over **5** days late a **10%** late fee will be incurred by the Lessee. This late fee will be calculated based on **total** amount due. This total includes any and all *past due monthly installments* and all late fees.
2. Rent may be mailed through the United States Postal Service at Lessee's risk. Any rents lost in the mail will be treated as if unpaid, until received by Lessor and late fees may be incurred.
3. **Rent must be paid by either: cashier's check, money order, or credit card (additional fees apply with use of cc).**
4. Failure to pay the installment within the 5-day grace period may result in a detainer being filed without any necessity of notice of default.

5. **Notice of nonpayment of rent is specifically waived by the lessee, pursuant to T.C.A. 66-28-201(c) and T.C.A 66-28-505(b).**
6. If the installment is over 10 days late, eviction proceedings will be started, without notice.
7. The burden of proof payment of installments, in case of controversy, shall be upon the Lessee.
8. If any violation of lease occurs such as non-payment of rent on time, or issuing a bad check to Lessor, Lessee agrees to reimburse Lessor the actual or reasonable costs of collecting whether in or out of the court system. Lessee further agrees to reimburse Lessor their costs without protest.
9. All installments agreed to be paid under this lease shall be paid in lawful money of the United States of America.

D. SECURITY DEPOSIT

1. Lessee agrees to pay a Security Deposit of \$ _____ Dollars to secure Lessee's pledge of full compliance with the terms of this Agreement.
2. The security deposit, in case of damage or breach of contract will be paid to the Lessor. This will be deposited in Great Smoky Investments, Corp. Property Management escrow account at Tennessee State Bank.
3. Release of Security Deposits is subject to the provisions of Statues and are as follows:
 - i. The full term and all conditions of this Lease Contract have been completed and/or properly met.
 - ii. Notice of termination or intent to vacate premises is to be conferred, in writing, thirty (30) days prior to date of expected move out.
 - iii. NO damage or deterioration to the premises, buildings, and grounds is evident.
 - iv. The entire dwelling, appliances, closets, and cupboards are clean and free from insects (if pets, the home must be professionally sprayed for pests), the refrigerator, microwave, and oven have been thoroughly cleaned, and all debris and rubbish have been removed from the property, carpets are vacuumed and shampooed and left clean and odorless. The above is subject to the Lessor's satisfaction.
 - v. All unpaid charges have been paid including late charges, pet charges, delinquent rents, partial rents, etc.
 - vi. All keys have been returned, the premise has been properly surrendered to the Lessor, and a move out walk through has been performed and signed by all parties.
 - vii. The Utilities are to remain on at the property for three (3) business days following the date of the move out walk through. There is a \$500.00 charge to the Lessee if the utilities are not on in the Lessee's name for three business days after the departure walk through.
 - viii. A forwarding address has been left with the Lessor.
4. If this lease is signed by more than one person as Lessee, the Lessor may make return of the security deposit or any part of it to any one or more of the persons constituting the Lessee without further liability therefore to any other person or Lessee who may have contributed all or any part of said deposit.
5. Within forty-five (45) to sixty (60) days after termination of occupancy, the Lessor will send the balance of the deposit to the address provided by the Lessee in the names of the Lessee hereto; or Lessor will impose a claim on the deposit and so notify the Lessee.
6. **SECURITY DEPOSIT MAY NOT BE USED TO PAY MONTHLY INSTALLMENT UNDER ANY CIRCUMSTANCES**

Section II

A. LESSOR'S OBLIGATIONS

1. The Lessor hereby covenants that if Lessee shall keep and perform all of the covenants of this lease contract on the part of Lessee to be performed, Lessor will guarantee to Lessee the uninterrupted possession of the said premises.
2. The Lessor reserves the right to make such reasonable rules and regulations as in its judgment that may from time to time be needed for the safety, care, and cleanliness of the premises, and for the preservation of good order therein.
3. The Lessor shall maintain the outside of the house or apartment and maintain the plumbing and fixtures attached to the structure at the time of this lease.
4. Lessor shall contact Lessee within 45 days of expiration of the Lease Agreement with regards to the renewal of the lease.

B. LESSEE'S OBLIGATIONS

1. It is agreed that the Lessee will occupy the above-described premises solely for the purpose of a family dwelling place.
2. Lessee agrees not to assign this Agreement, nor to sublet any part of the property, nor to allow any other person to live therein other than as named in section above without first receiving written permission from the Lessor.
3. Take affirmative action to ensure that nothing is done which might place the Lessor in violation of applicable building, housing, and/or health codes.
4. Assure that property belonging to Lessor is safeguarded against damage, destruction, loss, removal, or theft.
5. The Lessee hereby further covenants and agrees not to make any changes, alterations or additions about the said building without first obtaining the written consent of the Lessor and in no event will do anything to weaken the building or structure.
6. Lessee agree not to permit any deterioration of the premises during the period of this lease contract to woodwork, floors,

- doors, lawns, landscaping, fences, plumbing, electrical, air conditioning and heating and mechanical systems.
7. Lessee specifically agrees that he will be responsible for, and agrees to pay for, any damage by rain, wind, or hail caused by leaving window(s) open; overflow of water or stoppage of waste pipes; negligence causing broken water pipes, breakage of glass, and damage to screens.
 8. To operate all electrical, plumbing, sanitary heating ventilation, air conditioning, and all other appliances in a reasonable and safe manner.
 9. To keep the dwelling clean and sanitary, removing garbage and trash as it accumulates.
 10. Lessee shall maintain the exterior home by properly cutting the lawn, watering the plants, and cleaning of the outside of the home as it becomes necessary with time and seasonal changes.
 11. No additional locks or replacement of locks by Lessee will be allowed.
 12. Lessee agrees to maintain a telephone, and to furnish the Lessor the telephone number. Throughout the term of the Lease Contract; any change in telephone numbers will be provided to Lessor immediately. Lessor is not responsible for movement, addition, or repair of phone jacks.
 13. Lessee is responsible for the replacement of fuses and light bulbs throughout the interior as well as exterior lights outside of egresses, with the exception of common area lights. Lessee responsibility, i.e. porch and/or balcony lights.
 14. It is the responsibility of the Lessee to replace and/or repair all damaged screens and windows. A police report must be filed and submitted to Lessor for any door damage caused by an attempted break-in to said dwelling.
 15. Furniture, small appliances, and electronic equipment are provided as a convenience for the Lessee. If any cease to perform, Lessor is not responsible for replacement or repair. If possible, bring broken appliances/ equipment to Great Smoky Investments, Corp.; Lessee is strictly forbidden to dispose of any broken appliances/ equipment. Washer and dryer are for Lessee's use only.
 16. Lessee shall maintain plumbing in good working order to prevent stoppages, leaks, and damage to pipes. Lessee further agrees to prevent stoppage, leaks and damage to plumbing and pipes caused by flushing any items including organic human waste and toilet paper – i.e. sanitary napkins, tampons, prophylactics, disposable diapers, cat litter, etc. Lessee is responsible for the cost of snaking and unclogging all pipes and drains due to the above-listed. Lessee shall also pay for expenses, damages, or repairs occasioned by the stopping of waste pipes or overflow from bathtubs, washbasins, sinks, or other fixtures.
 17. Lessee shall provide pest control spraying for single family houses.
 18. The Lessee specifically agrees to the following rules and regulations:
 - i. To conduct himself, his family, friends, guests, and visitors in a manner which will not disturb others.
 - ii. No animals or pets of any kind are permitted on the premises without the written permission of the Lessor. Nor feeding of stray animals or allowing them access to the common areas of the building.
 - iii. No sign, advertisements, notice, door plate or other similar devices shall be inscribed, painted, engraved, or affixed to any part of the outside of said premises. Nor shall any nails, hooks, screws, tacks or any other puncturing device be permitted to be placed in any wall or wallpapered wall or ceiling, with the exception of picture hangers.
 - iv. No property of any description such as cans, bottles, brooms, trash, etc. shall be permitted to remain on the lawn or building entrance or exit.
 - v. No disabled cars or trucks may be parked on the premises. Do not park on the grass.
 - vi. No loud music or noise shall be permitted.
 - vii. **NO** swimming pools or trampolines of any kind are permitted to be installed on the premises.
 - viii. Lessees are not allowed to paint or wallpaper the walls or cabinets or any other areas of said dwelling without written permission of the Lessor.
 - ix. Lessee will not remove or replace any fixtures of said property (i.e.) blinds, ceiling fans, light fixtures, cabinet handles, etc. without first attaining written permission from Lessor. The Lessee is responsible for replacing the original fixture upon vacating the property and all this to be done at Lessee's risk and expense.
 - x. Lessees are not allowed to hang dartboards.
 - xi. No drugs on premises. Violation of this clause will result in violation of lease with grounds for immediate termination of Lease Contract.
 - xii. Lessee is responsible for the proper cleaning and maintenance of Hot Tub. Be advised that without regular, proper maintenance and cleaning, Hot Tubs can be the source of dangerous bacterial infections. Using the Hot Tub while drinking alcoholic beverages can also be dangerous. Lessor assumes no responsibility for maintaining, cleaning, repairing, or replacing Hot Tub and assumes no Liability for the Lessee's use of the Hot Tub.
 19. To allow the Lessor or Agent access to the premises for the purpose of inspection, repairs, or to show, or for purposes of pest control, maintenance estimates, serving legal notices, or emergencies. Refusal is grounds for termination of this Lease Contract with Lessee held accountable for any and all costs.
 20. Live up to all provisions of this Agreement, particularly with respect to paying the rent on time and caring for the property.
 21. To surrender possession of said premises at the expiration of this lease contract without further notice to quit; and in as good a condition as reasonable and careful use will permit.

Section III

A. MOVE IN

1. Lessee has examined and agrees to accept said dwelling and all of the appliances therein as being in good and satisfactory condition unless a written statement of any objection is delivered to the Lessor within five (5) days after Lessee takes possession. Lessee agrees that failure to file such statement shall be conclusive proof that there were no defects of note in the property.
2. Utilities are the responsibility of the Lessee. Utilities must be changed to Lessee's name within three (3) business days of occupancy. The Lessor will issue a turn off notice to take effect on the morning of the fourth (4) day.
3. Lessee understands that no other person or persons may reside at the property without written approval from the Lessor. Anyone staying at the property longer than 14 days will be considered an occupant, therefore written approval must be attained by the Lessee of the Lessor.
4. No more than _____ persons shall live in the premises during this lease.
5. _____ garage openers given. _____ keys given.
6. No more than _____ vehicles may be parked at the property. Lessee agrees not to park or store a motor home, recreational vehicle, or trailer or any type on the premises without written authorization and consent from Lessor. **LESSEE AGREES THAT ANY VEHICLE PARKED OUTSIDE OF ESTABLISHED PARKING AREAS MAY BE TOWED AND STORED AT LESSEE'S EXPENSE.**

B. MOVE OUT

1. Notice of termination or intent to vacate premises must be in writing **30** days prior to moving to be eligible for any refund of security deposit. Any refund due Lessee will be made within **60** business days after the date of the Lessor's walk through with the Lessee. For specifics, please review Section I-D of this Lease Contract.
2. Failure to return keys will result in a **\$200.00** charge.
3. Failure to return garage door openers will result in a **\$200.00** charge.
4. Utilities must remain on at the property for **three (3)** business days following the move out walk through. There is a **\$500.00** charge to the Lessee if the utilities are not on in the Lessee's name for three business days after the departure walk through.

Section IV

A. MAINTENANCE

1. Please call the Lessor's office, at **865-774-0006**, for all repairs between the hours of **8:30am-5:00pm**.
2. In the event of an **after hours Emergency**, please immediately call **865-774-0006 and 911, if needed**.
3. A courtesy call will be made to Lessee if a repair person is sent out to the home, if the Lessee is not home or doesn't answer the door; Lessor reserves the right to enter **without notice** as repairs dictate. If the Lessee does not allow the repair person into the home, the Lessee will be charged a service charge in the amount of **\$250.00**.
4. In the event that the Lessee is locked out, there will be a charge of **\$50** for the Lessor to let the Lessee into the premises.
5. Lessee warrants that any work or repairs performed by Lessee will be undertaken at Lessee's own risk and expense. Lessee further warrants that he/she will be accountable for any mishaps and/or accidents resulting from such work, and will hold the Lessor free from harm, litigation, or claims of any other person. Lessee also agrees that if such work is performed without Lessor's knowledge and written approval, and any damage is done to Lessor's property, Lessee is held accountable for the cost of repairing and/or replacing said damage.
6. All bills charged to Lessee by Lessor must be paid in full within fifteen (15) days or Lessee will be in violation of the Lease Contract, which could be cause for eviction proceedings.

C. LOSS

1. The Lessor shall not be liable for any loss of Lessee's property by fire, theft, breakage, burglary, or otherwise, not for any accidental damage to person or persons or property in or about the leased premises resulting from electrical failure, weather, rain, windstorm, etc., which may cause issue of flow into or from any part of said premises or improvements including pipes, gas lines, sprinklers, or electrical connections whether caused by negligence of Lessor or Lessor's employees, contractors, agents, or by any other cause whatsoever. Lessee hereby agrees to make no claim for any such damages or loss against Lessor, but to purchase needed Insurance, or to provide self-Insurance in adequate amounts to offset any risk.
2. **Pursuant to T.C.A. § 66-28-201, the landlord is not responsible for, and will not provide, fire, flood, wind, or casualty insurance for the Lessee's personal property etc.**
3. The Lessee shall save harmless the Lessor for any injuries or damages to the Lessee or to any Third Parties on the premises. In the event that the premises are destroyed by fire, flood, or otherwise which would make same unusable this lease contract shall become null and void: and it is agreed that the Lessor shall not be held responsible for any damages to the Lessee in the above event.

Section V

A. OTHER ITEMS

1. It is agreed that the Lessor shall have the right to enter upon the premises at any reasonable time.
2. The undersigned Lessee give Great Smoky Investments, Corp. or their assignee permission to run a credit check and/or background check on the Lessee or any of the occupants, at any time, during the term of this lease or at anytime there is a balance due to the Lessor or their assignee. _____
3. Multiple occupancy: It is expressly understood that this agreement is between the Owner and each signatory jointly and severally. In the event of default by any one signatory, each and every signatory shall be responsible for timely payment of total monthly installment and all other provisions of this agreement.
4. Attorney's fees: If any legal action, brought by either party, to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action including reasonable attorney's fees.
5. **Tenant agrees to provide notice to landlord of an anticipated extended absence in excess of (7) days, pursuant to T.C.A. § 66-28-404**
6. If, upon failure of Lessee to pay the total monthly installment, aforesaid or to comply with any of the other covenants, conditions, rules, and regulations of this lease contract, or to recover possession of the premises, or to enforce any provision of this lease contract, or to obtain damages, Lessee agrees to pay Lessor reasonable costs and expenses in said action proceeding to judgment.
7. In the event any portion of this lease contract shall be found to be insupportable under the law, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception.
8. All rights given to the Lessor by the lease contract shall be cumulative in addition to any other laws, which might exist or come into being.
9. Any exercise, or failure to exercise, by the Lessor of any right, shall not act as a waiver of any other rights.
10. NO statement or promise of Lessor or his agent as to tenancy, repairs, alterations, or other terms and conditions shall be binding unless specified in writing and specifically endorsed hereon.
11. No rights of storage are given by this Agreement.
12. Any removal of Lessor's property without express written permission from the Lessor shall constitute abandonment and surrender of the premises and determination of the Lessee of the lease contract. Lessor may take immediate possession, exclude Lessee from property, and store all Lessees' possessions at Lessee's expense pending reimbursement, in full, for Lessor's loss and damages.
13. If Lessee leaves said premises unoccupied for 15 days while total monthly installment is due and unpaid, Lessor is granted the right hereunder to take immediate possession thereof and to exclude Lessee therefrom; removing all Lessees' property contained therein and placing it into storage, at Lessee's expense, for a period no longer than 60 days.
14. Lessee will be responsible for all of Lessor's legal expenses, court costs, and attorney fees, should an eviction be filed on the Lessee by the Lessor.
15. Lessee warrants that they will meet the above-listed conditions in every respect, and acknowledges that failure to perform the obligations herein stipulated will be considered grounds for termination of this lease contract and loss of all deposits without further recourse.

Section VI

A. OCCUPANTS

1. List <u>ALL</u> Occupants of the property:	Relationship to Lessee:	Date Of Birth:	Social Security #:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Section VII

A. ADDENDUMS

Addendum #:	Addendum Type:	Addendum Date:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

This Agreement shall be construed and governed by the laws of the state of Tennessee.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date set forth below.

I CERTIFY THAT I HAVE READ OR HAVE HAD READ TO ME ALL OF THE ABOVE LEASE AND THAT I UNDERSTAND THAT ANY VIOLATION OF ANY PART OF THIS LEASE CONTRACT WILL CONSTITUTE A BREACH OF THE LEASE.

In witness whereof, the parties hereto have executed this Lease this day and year first written and signed below.

_____	_____	_____	_____
Lessor	Property Manager	Date	Lessee
			Date

_____	_____	_____	_____
Lessee		Date	Lessee
			Date

It is suggested to the Lessee that a call be made to E-911 to list your phone number and your address for quick response.

LEGAL NOTICE

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