

## RENTAL/LEASE AGREEMENT



**THIS AGREEMENT** is made, and entered into, on **11/04/2022**, by and between, **Canden Property Management**, "Owner," herein known as Broker/Property Manager and **First Last Name**, *herein* known as Tenant(s)

1. **AGENT:** Tenant understands Canden Property Management also known as CPM, is the acting agent of the "Owner," Landlord. This Rental/Lease Agreement shall be binding if management of the property is transferred to the "Landlord" or any agent procured by the Landlord.
2. **PREMISES:** Landlord rents to the Tenant, and the Tenant rents from the Landlord, the premises known as **123 Street Drive, Murfreesboro, TN 37130**
3. **TERM OF TENANCY:** Tenant agrees to rent for a minimum of **12 months** from **11/11/2022 to 11/11/2023** at a rental rate of **\$1,300.00** per month, for **12 months**, or **\$43.33** per day.
4. **NOTICE:** The Tenant can serve notice on Landlord and/or Landlord's Agent by personal email. The notice begins on the day it is sent to the designated email for Canden Property Management. Notices are to be emailed at **cellison@candenpm.com**. Except as prohibited by law, either party may cancel this Agreement after **12 months**, by service upon the other, with a written **60-Day Notice to Vacate**. Therefore, a **60-Day Notice to Vacate** can be given by either party on **09/11/2023**. Any holding over thereafter shall result in Tenant being liable to Landlord for "rental damage" at the fair rental value of **\$43.33** per day. Tenant is responsible for payment of rent during the **60-day notice period**.
5.        **Tenant agrees** to allow Canden Property Management to send out notifications by text or email.
6. **JOINT AND SEVERAL LIABILITY:** The undersigned Tenant, whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Rental/Lease Agreement and shall indemnify Landlord for liability arising prior to the termination of the Rental/Lease Agreement for personal injuries or property damage, caused or permitted by Tenant(s), their guests and invitees. This does not waive Landlord's "duty of care" to prevent personal injury or property damage where that duty is imposed by law.
7. **RENT:** Rent is due in advance, on the first (1st) day of each month, *no exceptions*.
8. **PAYMENT OF RENT:** Rent payments are only accepted online through the tenant portal.
9. **LATE RENTS & FEES:** Rents are due on the **first (1st)** and considered late after the **fifth (5<sup>TH</sup>)** of each month.
  - a) **Late fee:** If Landlord, and/or Landlord's agents, does not receive rent by the **fifth (5th)** of the month, a **\$130.00** late fee is due.

- 10. **Late rent continued:** When receipt of rent is late, the Landlord, or Agent for the Landlord, serves a **14-Day Pay or Quit Notice** to obtain the rent. The Tenant will NOT receive a call to remind them to pay rent.
- 11. **NSF Fee:** If tenant's rent, or any tenant funds, does not clear the bank, the Tenant is required to reimburse the funds **in cashier's check or money order**. There will be a **\$35.00** Non-Sufficient Fund fee as well as a **10%** late fee due totaling **\$165.00**. If the Tenant does not reimburse funds within one business day, the Landlord and/or Landlord's Agent will serve the tenant a **14-Day Pay or Quit**.
- 12. **SECURITY DEPOSIT:** The Tenant(s) shall deposit with Landlord as a security deposit, the sum of **\$1300.00**, payable prior to occupancy. Tenant cannot use the security deposit during the occupancy, or term of the lease for rent. Tenant must pay rent in full during the occupancy and lease of the property. The Landlord, or Landlord's agents, shall furnish, no later than **30** days after the Tenant has vacated the Premises, an itemized written statement for the security deposit. This statement shall contain the amount of any security deposit received, the disposition of such security deposit, and shall return any remaining portion of such security deposit to the tenants. Landlord may withhold from security deposit only such amounts as are reasonably necessary to remedy tenant damages/defaults. This can include, but is not limited to: any property damage; cleaning; legal expenses; costs of collection; loss of Landlord's personal property included in Rental/Lease Agreement; loss of rents; late fees; service fees; non-sufficient fund fees; tenant caused billings; photographs of damage; pest control treatments; change of locks if keys are not returned; or if tenant provides an unauthorized person with any key to the property. Upon notice to vacate from tenant or from landlord/agent; if tenant schedules a time for the walk-through inspection and does not attend the inspection, the tenant loses any right to contest damages the landlord/agent list on the walk-through inspection.
- 13. **TENANT ACKNOWLEDGES** the Landlord or Owner of the property holds the security deposit, listed in this Rental/Lease Agreement. Tenant acknowledges & agrees the Tenant cannot use the security deposit for rent at any time during occupancy. Tenant also acknowledges they do not receive any security deposit refund until *after vacancy* and the Landlord and/or Landlord's agent issues the existing security deposit to all *current* tenants on the Rental/Lease Agreement at the time of vacancy. Landlord and/or Landlord's agents does not refund any portion of the security deposit if one or more parties give notice to vacate, prior to vacancy and are no longer listed on the Rental/Lease Agreement. The Landlord and/or Landlord's agent only refunds the security deposit when the tenants completely vacate the property.
- 14. **UTILITIES:** Tenant shall pay for all utilities such as electric, water, gas, cable, telephone, or any other services desired by tenant. **Tenant must immediately notify all utility companies for which they are responsible, of their occupancy and responsibility for payment.**
- 15. **PAYMENTS PRIOR TO OCCUPANCY:**

First Month's Rent	<b>\$1,300.00</b>	To	Due on <b>11/11/2022</b>
Security Deposit	<b>\$700.00</b>		Paid on <b>10/28/2022</b>
Prorated Rent:	<b>\$866.00</b>	To	Due on <b>12/01/2022</b>
- 16. **OCCUPANTS:** The premises shall be occupied by only the following named persons:  

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- 17. **OTHER OCCUPANTS:** Occupancy by anyone other than the persons named in Paragraph 16, for more than 14 nights shall constitute a breach of this Agreement, unless prior consent is obtained in writing by Landlord.
- 18. **CONDITION:** The tenant has examined the premises, including any furnishing and appliances, if any, and the tenant accepts the premises as being in acceptable and operative condition.
- 19. Tenant authorizes Camden Property Management to send notifications to their email address and tenant agrees to notify Camden Property Management when their email addresses change.

- 20. **ASSIGNMENT AND SUBLETTING:** The undersigned Tenant agrees and understands they are NOT to sublet any portion of the property in which they have entered into agreement under the terms of this Rental/Lease Agreement. If the Tenant wishes to have another person or persons reside in the property, they must abide by the following:
  - 1. They must first contact the Landlord or Agent for the Landlord and submit in "writing" any request for another person or persons to reside in the property. If the person desired is eighteen (18) years of age or older, they must complete a Rental Application and complete the processing of the application. The Landlord approves or denies the application.
  - 2. The Tenant(s) agrees to abide by Landlord's decision whether to allow another person or persons to reside in the property.
  - 3. If Landlord approves the proposed applicant, they must then complete the necessary forms for addition to the Rental/Lease Agreement. The original walk-through inspection of this Rental/Lease Agreement will prevail.
  - 4. The Landlord or Agent of the Landlord can request a walk through inspection of the property.
- 21. **APPLICATION OF FUNDS:** Monies paid by Tenant shall be applied to charges in the following order: 1) Tenant caused billings; 2) Non-sufficient fund fees, late fees and/or service fees; 3) Past Due Utilities; 4) Attorney's fees; 5) Tenant caused property damage; 6) Past due rent, oldest month to newest, and as set forth previously in this Rental/Lease Agreement
- 22. **KEYS AND CONTROLS:** The Landlord and/or Landlord's Agent is to retain keys to the property. If the Tenant causes a lock change, Tenant shall furnish within five (5) working days, a new set of keys, or pay for the cost of the lock change. The tenant is to re-key the locks on the property with the same type of lockset. If the tenant does not furnish the keys when vacating, the Tenant agrees to pay the cost of re-keying of the property, the cost of any lost keys or controls listed below which have been furnished to tenant. The tenant upon occupancy has been given the following keys and controls:

2	House keys	0	Laundry key	Other:	
0	Mailbox key	0	Garage Openers:		

- 23. **VEHICLES:** Tenant shall not perform any business connected with vehicles on the property, in the garage, and/or carport. Tenant is not to park vehicles of any kind on any area other than the driveway, designated RV access, if applicable, or the street. Tenant is to remove any vehicles leaking oil, or gasoline, from the premises until repaired. Tenant and/or tenant's guests are not to park inoperative or unregistered vehicles on or in front of the property. All vehicles not listed below must have the approval of Camden Property Management or agent of the Landlord. The vehicles which are permitted on this property are the following:

- 24. **PETS:** The Tenant shall not have any animals, birds, or pets of any nature, on or about the premises. This also includes the animals, birds, or pets of any kind of any guests, relatives, or invited parties to the premises. There is to be "no baby-sitting or care-taking" of any other person(s) animals, birds or pets of any nature.  
 \_\_\_\_\_ Tenant acknowledges and agrees to this paragraph.

\_\_\_\_\_ Tenant agrees to sign an additional "Pet Addendum" (under attachments in this agreement) and pay a \$350 pet fee and/or pet rent required by property manager or Landlord. Tenant understands pet fees are nonrefundable fee and NOT a pet deposit; Landlord and/or Landlord's Agent can apply any part of the security deposit for pet damage.

**SERVICE ANIMAL:** a service animal is NOT a pet and does not require an additional deposit.

- The tenant does NOT require a service animal
- The tenant DOES require a service/ support animal and agrees to sign the support animal attached to this agreement as an addendum.

25. **INSURANCE:** Tenant is to provide their own insurance for their possessions both inside and outside of the residence. \_\_\_\_\_ Tenant is aware they are responsible for providing insurance for their personal possessions or vehicles and the Landlord's insurance will not cover their personal possessions or vehicles. Tenant is also aware the Agent's insurance will not cover their personal possessions or vehicles losses; this includes flood, fire, wind, rain, roof leaks, water seepage, and any other cause.
26. **USE OF PREMISES:** Tenant must use premises only as a residence. The tenant is prohibited from operating a business in this property, unless with consent of Landlord. Tenant shall not violate any governmental law in the use of the Premises, commit waste or nuisance, annoy, molest, or interfere with any other tenant or neighbor, and the Conditions, Covenants and Regulations (CC&R's) of Record.
27. **ENTRY AND INSPECTION:** Landlord or Landlord's Agent has the right to enter the Premises to make necessary repairs, alterations, to show to prospective Landlords, and to inspect the premises with **48-** hour notice. The Landlord/Agent reserves the right to visit the property on a semi-annual basis (every six months) to determine any needed maintenance or review any issues related to the property and/or it's Tenant. The Landlord/Agent will notify the Tenant in advance of the necessity to visit the property for this purpose. During the last thirty-days of occupancy, Tenant authorizes Landlord to place a FOR RENT sign on the property and to show property to prospective tenants.
28. **TELEPHONE NUMBERS AND EMPLOYMENT.** Tenant agrees to furnish to Landlord, or Landlord's Agent, a home telephone number within two weeks of occupancy and any change in employment and employment telephone numbers.
29. **BREACH OF CONTRACT:** In the event Landlord evicts tenant due to a lease violation, Tenant agrees to reimburse Landlord for all costs incurred because of the breach. These costs may include, but are not limited to attorneys' fees, lost rents, and any costs covered in Paragraph 6 of this agreement.
30. **EARLY TERMINATION FEE:** Tenant(s) agrees to pay Landlord an early move out charge in the amount of **\$1,300.00** to cover the landlord's expenses in having to re-rent the leased premises. Tenant must submit an advance written notice to the Landlord of at least 60 days before termination. Tenant(s) have also evaluated and understand that this charge is a very reasonable estimate of the Landlord's re-renting costs. Tenant also agrees to pay this charge whether or not Landlord is successful in re-renting the leased premises. Additionally, the tenant understands that this charge is not a penalty or fee that relieves the tenant of his/her obligations under the lease. Tenant is still responsible for all obligations under the lease, including paying for all rents due, damages and other charges.
31. **RULES AND REGULATIONS:** Tenant agrees to comply with all Covenants, Conditions and Restrictions, Bylaws, rules, regulations, and decision of Landlords' association or Landlord, posted on the premises, given, and/or delivered to Tenant. Tenant shall pay any fines or charge imposed by Landlords' association or other authorities due to any violation by tenant, or the guests of Tenant. The guests of Tenant shall not disturb, annoy, endanger, or interfere with other Tenants and neighbors, or use the Premises for any unlawful purposes, including but not limited to using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit waste or a nuisance upon or about the Premises.
32. **HOMEOWNER ASSOCIATIONS:**  
\_\_\_\_\_ Tenant agrees to abide by the Homeowners \_\_\_\_\_,The Attachment of this Rental/Lease Agreement specifies the Rules & Regulations for this Association and tenant acknowledges a copy of these Rules & Regulations.  
\_\_\_\_\_ Tenant has not received Homeowners Association Rules & Regulations because there is no formal associations available to this property, however, all CC&R's regulating the property in the County still apply-

33. **OUTSIDE AND YARD MAINTENANCE:** Tenant understands, at all times, Tenant is responsible for keeping all outside areas free of garbage, debris, animal feces, and or any other unsightly items. Tenant is also responsible for maintaining and watering the landscaping at all times, unless an area of watering falls under a Homeowner's Association responsibility. If the property contains an irrigation/watering system, Tenant is responsible for reporting any malfunctions of the irrigation/watering system to the Landlord or Landlord's Agent.

\_\_\_\_\_  Tenant is responsible for maintenance of **all** landscape. This includes mowing, weeding, trimming, watering of landscape, setting of any automatic timers for irrigation/sprinkler system, and report problems to Landlord/Agent. If tenant does not care for landscape as required and disregards notice to correct landscape by Landlord/Agent, Landlord or Landlord's Agent reserves the right to contract yard maintenance and the Tenant will incur the cost of the landscape maintenance.

\_\_\_\_\_  Landlord is responsible for maintenance of landscaping and mowing lawn. Tenant is still required to keep area free of debris, watering of landscaping, setting of any automatic timers for irrigation/sprinkler system and reporting problems to Landlord/Agent.

\_\_\_\_\_  The Homeowner's Association is responsible for maintenance of Landscape

34. **POOL MAINTENANCE:** If a pool is provided, the pool service is maintained by:

\_\_\_\_\_  The Landlord provides pool service. Tenant is required to maintain level of water and report any problems.

\_\_\_\_\_  The Homeowner's Association provides pool service.

\_\_\_\_\_  The property does not have a pool.

35. **SMOKE DETECTOR**

\_\_\_\_\_ Tenant acknowledges and agrees a smoke detector is in place and is operational. Tenant agrees to test the detector at least once a month. If the detector is battery powered, Tenant agrees to replace the battery as needed. If, after replacing the battery, the smoke detector does not work, Tenant agrees to inform the Landlord immediately, verbally and in writing. If the detector is not battery powered, Tenant agrees to inform the Landlord/Agent immediately of any malfunction. Tenants are not to alter or disconnect smoke detectors.

36. **ALTERATIONS:** Tenant shall not paint, wallpaper, add or change locks, or make any other alterations without Landlord's prior written consent except as provided by law. Tenant, without Landlord or Landlord's Agent prior written consent, shall do no repairs, decorating, or alterations. Tenant shall notify in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting, wallpapering, and hanging of murals or posters. Tenant will not install, attach, remove or exchange appliances or equipment. Tenant shall hold Landlord harmless as to any mechanics' lien recordation or proceeding caused by Tenant and agrees to indemnify Landlord and/or Landlord's Agent in the event of any such claim or proceeding.

37. **MOLD: The Tenant agrees to report immediately any evidence of mold to the Landlord and/or Landlord's Agent and to maintain a clean environment that discourages mold.**

38. **DRUG FREE HOUSING: The tenant agrees to provide drug free housing in and on the property.**

39. **POSSESSION:** If tenant abandons or vacates the Premises, Landlord or Landlord's Agent, may terminate this agreement, and gain lawful possession.

40. **CREDIT REPORTING:** The tenant understands and acknowledges that if the Tenant fails to fulfill the terms of their obligations within this Rental/Lease Agreement, CPM and/or Landlord can submit a negative credit report reflecting the Tenant's credit to a credit-reporting agency.

41. **CONFIDENTIALITY:** All tenant records remain confidential in the Camden Property Management office.

- 42. **TENANT RESPONSIBILITY TO CARE AND MAINTAIN PREMISES:** Tenant shall be responsible for the following:
- 43. The complete "Camden Property Management Maintenance Guidelines" both during occupancy and when vacating.
- 44. Keeping the property clean and sanitary inside and out, and in good order and condition and shall not mar or deface the walls, woodwork, or any part of the Premises
- 45. Reporting to Camden Property Management, the Landlord or any agent of Landlord items needing repair
- 46. To pay for damage to property because of failure to report a problem in a timely manner
- 47. To pay upon demand for costs to repair, replace or rebuild any portion of the premises damaged, whether through act or negligence, by the Tenant, Tenant's guests, or invitees.
- 48. To replace any broken or cracked GLASS, no matter what the circumstances of breakage, unless the tenant provides a police report to Landlord/Agent detailing the circumstances of breakage. In the event of a "break in", supply Landlord/Agent with a copy of the police report at Tenant's expense; should Tenant fail to do so, Tenant agrees to pay repair costs.
- 49. Payment of any unnecessary repair calls, for service calls caused by Tenant's negligence, and for extra service calls because of failure to keep appointments with repair people.
- 50. Be responsible for damage done by rain or wind as a result of leaving windows or doors open.
- 51. Under no circumstances is Tenant to perform any electrical repairs.

52. **LEAD BASED PAINT.**

- Property was built after January 1, 1978 and does not require a lead-based paint addendum
- Property was built prior to 1978 and does require a lead-based paint addendum

53. **MILITARY CLAUSE:**

- The Tenant in this Agreement are NOT members of the military and do not require a military addendum
- The Tenant in this Agreement IS a member of the US Armed Forces and agrees to sign and abide by the military addendum attached to this agreement.
- Landlord and/or Landlord's Agent complies at all times with the current federal Servicemembers Civil Relief Act of 2003 (SCRA)

54. **ENTIRE CONTRACT:** Time is of the essence for this contract. This agreement incorporates all prior agreements between Landlord and Tenant and constitutes the entire contract, with the intention as a final expression of their agreement with respect to the general subject matter covered and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that no external evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement.

55. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

56. **INTERPRETATION OF CONTRACT:**

- I do not need an interpreter and can understand the Rental/Lease Agreement in its entirety.
- I have provided an interpreter to explain the terms of the Rental Agreement to me. My interpreter's name is \_\_\_\_\_, ID (verify with type + #) \_\_\_\_\_. Interpreter address is \_\_\_\_\_ (verify with identification.)

57. **OTHER: Tenants are responsible for changing air filters as needed. Tenant also agrees that Landlord will inspect home Semi-annually and provide a 48-hour notice before entering the home.**
58. **ATTACHMENTS:** The undersigned Tenant acknowledges, by initialing the following attachments to this Rental/Lease Agreement, the attachments are incorporated herein:

\_\_\_\_\_ Maintenance Addendum

\_\_\_\_\_ Renter's Insurance Addendum

\_\_\_\_\_ No Smoking Addendum

\_\_\_\_\_ Bed Bug Addendum

\_\_\_\_\_ Lead based Paint Addendum

\_\_\_\_\_ **SAMPLE** \_\_\_\_\_  
\_\_\_\_\_ **Date** \_\_\_\_\_  
\_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_ **Can den Property Management**

\_\_\_\_\_ **Date**