

# BRIARCLIFF

## APARTMENT LEASE AGREEMENT

*This Agreement of Lease*, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
between **BRIARCLIFF ESTATES** hereinafter called "lessor," and \_\_\_\_\_  
\_\_\_\_\_ herein called "Tenant."

**WITNESS TO:** That the Lessor lets into the Tenant that certain apartment described below,  
under the terms and conditions set fourth below. The apartment is to be used for private and residential  
purposes only.

APARTMENT No.: \_\_\_\_\_ Street Address: **320 Hale Street Bristol, TN 37620.**

Commencement Date of Lease: \_\_\_\_\_

Expiration Date of Lease: \_\_\_\_\_

Total Rent for entire Term ( \$ \_\_\_\_\_ ) \_\_\_\_\_ DOLLARS.

Rent in Advance Herewith ( \$ \_\_\_\_\_ ) for the period \_\_\_\_\_.

Adjusted Payment of Rent due on \_\_\_\_\_ 20 \_\_\_\_\_ \$ \_\_\_\_\_.

Equal Monthly Installments of rent due on **FIRST DAY OF EACH MONTH THEREAFTER \$ \_\_\_\_\_**.  
Rent Payable, (preferably by CHECK or MONEY ORDER), without Formal Demand or Notice during  
Business Hours of **Village Discount Center, 215 Raytheon Road.**

### **THE ABOVE LETTING IS ON THE FOLLOWING TERMS AND CONDITIONS:**

**FIRST:** The tenant has deposited the sum of ( \$ \_\_\_\_\_ ) \_\_\_\_\_

SECURITY  
DEPOSIT

Dollars as a Security/Cleaning Deposit for the full and faithful performance by Tenant of the terms and  
condition of this lease. This deposit is received and will be held and disbursed or returned to Tenant all in  
accordance with **TENNESSEE STATE LAW**. Failure to fulfill conditions of this lease will forfeit a refund of  
security deposit.

**SECOND:** Each and every tenant executing this lease will be jointly and severally liable for  
rental payments called for hereunder. **Rent payments will be made on the 1<sup>st</sup> working day of the month,**  
provided at the office of the Managing Agent (**VILLAGE DISCOUNT CENTER**). Without waiving any  
other rights, **Lessor will assess a late rent charge equal to 5% of the monthly rental rate after the 5th day**  
**of each month, although RENT is considered LATE AFTER THE FIRST OFFICE BUSINESS DAY of**  
**EACH MONTH.** The tenant also agrees to pay a \$20.00 returned check fee if check is returned.

PAYMENT & RENTS  
RESPONSIBILITY

**THIRD:** If the above-provided rents are not paid in whole and as herein required, or at any  
time shall be in arrears and unpaid, or if Tenant shall fail to perform or observe any other covenant or  
agreement of this Lease which failure is not cured within (10) days after giving of written notice thereof  
by Lessor, Lessor may, at Lessor's option, with or without termination on this Lease, resort to any one or  
more of the following remedies:

- Peacefully repossess the premises pursuant to Tennessee law without resorting to  
judicial proceedings;
- Institute an action for eviction in the appropriate General Sessions Court for the judicial  
district in which the premises are located;
- File a legal collection action for money damages caused by Tenant's failure to pay rent  
or otherwise breaching this Agreement.
- Report the Tenant's delinquency to the appropriate credit bureau or collection agency  
for such action is customarily taken by said bureau.

HOLDING OVER &  
TERMINATION OF  
LEASE.

**FOURTH:** Either party hereto may terminate this lease at the end of said term by giving the  
other at least one month's written notice prior to the end of said term. Provided, however, if this  
lease is not so terminated by written notice as provided herein, it shall be deemed to continue  
after said term on a month-to-month basis as herein provided, both parties must still give at least 30  
days written notice prior to termination.

USE OF PREMISES.

**FIFTH:** The premises shall be used for residential purposes only and shall be occupied  
only by the Tenant and any persons listed on the application as being members of Tenant's immediate  
family. All "roommates" not members of the same family shall execute this lease. Tenant shall be  
responsible for maintaining the premises in a clean, healthy and attractive condition, including the  
apartment itself and any adjoin patios, porches or balconies. **Balconies, patios and porches shall**  
**not be used for storage or the collection of debris.** The premises shall be put to no commercial  
usage. Only licensed and operating passenger type vehicles (including pick-up trucks up to one-half ton)  
shall be parked by Tenant in any of the parking lots serving the apartment complex. Recreational  
vehicles, boats and trailers may be parked only in areas designated by Lessor. Tenant will not use or  
permit to be used the roof of the premises or injure or disfigure the exterior of the premises in any way.

UTILITIES.

**SIXTH:** Tenant shall pay and be responsible for all services and utilities separately  
metered to the premises leased. Tenant will deal with such utility and service companies individually,  
applying for such service or utilities in Tenants own name and paying any deposit that may be required  
by any utility company. Lessor shall be responsible and pay for any utilities or services not individually  
metered to the leased premises but served by a master meter for the entire apartment complex. For  
any utility or service which is master metered and paid by Lessor, Tenant is authorized to use only so  
much of such service or utility as is customary for the apartment unit.

HOUSEHOLD PETS.

**SEVENTH:** Household pets shall not be kept or maintained on the premises unless approved  
by management on this lease. **This also means that "pet sitting" for friends & relatives shall not be**  
**permitted on the apartment grounds.** PET APPROVAL: \_\_\_\_\_

HEATING & AIR  
CONDITIONING  
EQUIPMENT.

**EIGHTH:** Lessor will keep in or on the premises the necessary heating and air conditioning  
systems for the heating and cooling of the premises. Lessor shall not be held responsible for a  
failure to supply heat or air conditioning if such failure is the result of conditions or breakdowns beyond  
Lessor's control, nor shall such failure be grounds for cancellation hereof. Provided, however, Lessor  
must exercise reasonable diligence to remedy the breakdown failure of any heating or air conditioning  
system. Tenant shall not use any method of heating or cooling other than that provided by Lessor.

NO ASSIGNMENT  
OR SUB LETTING

**NINTH:** Tenant shall not assign or sublet all or any part of the premises. Tenant shall not,  
without prior written consent of the Lessor, allow the premises to be occupied by persons other than  
those signing this lease or persons expressly named on the Tenant's application.

CONDITION OF PREMISES  
AT TERMINATION

**TENTH:** Tenant shall deliver up said premises at the termination of this lease in as good  
order and condition as the same are in at the inception of the lease, reasonable wear and tear  
excepted. **Tenant shall not make any alterations or additions without Lessor's written consent.**  
Any addition made or fixture added with written consent of the Lessor shall be left with the premises  
and become the property of the Lessor at termination of this lease.

INABILITY OF LESSOR  
TO DELIVER  
POSSESSION.

**ELEVENTH:** Should the Lessor be unable to deliver possession of the premises at the  
inception of this lease through no fault of Lessor's, the Lessor shall not be liable to the new tenant for  
any damages other than to rebate and advanced rent and deposit paid. If possession cannot be given  
within seven (7) days from the time the term is to commence, this Lease, with written notice, may be  
terminated by either party.

LESSOR'S RIGHT OF ACCESS.

**TWELFTH:** Tenant agrees to allow the Lessor or his representative at any reasonable hour to enter the said premises for the purpose of inspecting the same for making repairs that Lessor deems necessary or desirable; or for showing the premises to other prospective tenants after a vacating notice has been given. Also, during the last ten days of vacate notice period, Lessor may enter the premises for the purpose of maintenance or redecorating if such work can be done without damage to the Tenant or Tenant's property.

DAMAGE TO TENANT'S PERSONAL PROPERTY.

**THIRTEENTH:** Lessor shall be in no way liable for any damage to or loss of Tenant's personal property. Tenant agrees to assume all risks of every kind relating to property or persons in connection with his occupancy of these premises. Tenant acknowledges that it is Tenant's responsibility to carry such hazard insurance on his own property and general liability as Tenant deems appropriate.

DAMAGE FROM WATER, ICE, GAS, SNOW, STEAM, ECT...

**FOURTEENTH:** The said Lessor shall not be liable for any damage or injury occasioned by or from electric wiring, plumbing, water, ice, snow, gas, steam or sewerage or any other damages or injury howsoever caused nor shall the Lessor be responsible for any accident to the Tenant or any occupant of premises, resulting from any cause whatsoever, and the Tenant agrees that he will not hold the Lessor liable in any way, whether such accident occurred in the said premises, or in any part of the said building.

DAMAGE BY FIRE TO PREMISES.

**FIFTEENTH:** If during the term the demised premises be damaged by fire or the elements, they shall be repaired by the Lessor with all reasonable diligence; and in case they shall be so badly injured that they cannot be repaired with such diligence so as to be fit for occupancy, the rent shall cease from the date of injury until they shall be so repaired, and the tenancy shall not be terminated unless such repairs shall require more than sixty (60) days, in which case Tenant shall have option of vacating the premises, provided always, that there shall be no cessation on rent if the damages shall have been the result of negligence, default, or wilful act of the Tenant or his agent or employees.

DAMAGE TO PREMISES.

**SIXTEENTH:** Tenant will be responsible for the breakage of all glass, windows and doors to Tenant's premises regardless of how the same was broken, (except only breakage by Lessor or his employees or agents) Tenant will forthwith replace or arrange to replace any glass broken, or Lessor may replace the glass at Resident's cost and expense.

RULES AND REGULATIONS.

**SEVENTEENTH:** The rules and regulations regarding these specific premises annexed to this lease and such amendments and modifications thereof as may from time to time be made by Lessor, shall be considered a part of this Agreement and Tenant covenants and agrees that said **Rules and Regulations shall be faithfully observed by Tenant and all persons under Tenant's control.**

BINDING ON HEIRS, EXECUTORS & ASSIGNS

**EIGHTEENTH:** All rights and liabilities herein given to or imposed upon the parties hereto shall extend to and be binding upon heirs, devisees, executors, administrators, successors and assigns (so far as the same are assignable) of the parties hereto.

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**THE LESSOR'S INSURANCE POLICY DOES NOT COVER DAMAGE BY FIRE, WATER, OR ANY OTHER CAUSE TO YOUR PERSONAL PROPERTY LOCATED WITHIN THE APARTMENT, WE STRONGLY RECOMMEND THAT OBTAIN A RENTER'S INSURANCE POLICY TO COVER DAMAGE TO YOUR PERSONAL PROPERTY.**

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**BRIARCLIFF ESTATES**

BY: \_\_\_\_\_

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\_\_\_\_\_

LESSOR OR AGENT

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TENANT(S)

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TENANT(S)

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OWNERS: Dennis & Suzanne Houser  
390 Glenwood Road  
Bristol, TN 37620  
Home # 423-764-2169  
Work # 423-968-9531