



LEASE AGREEMENT

By this agreement made and entered into on the ____ day of _____, 2004, between _____, hereafter referred to as Lessee, and Dale L. Finley, hereafter referred to as Lessor, Lessor agrees to lease to Lessee the premises situated at _____, State of Tennessee, and more particularly described as follows:

The single family residence, to together with all appurtenances, for a term of one year, to commence on the ____ day of _____, 200____, and to end on the ____ day of _____, 200____, at 12:00 PM.

Section 1. Rent

Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of \$_____, per month in advance on the _____ day of each calendar month beginning _____, 200____, at _____, Franklin, Tennessee 37067, or at such other place as Lessor may designate. Acceptance of partial or late payment shall not be deemed to constitute a waiver of any of the terms or conditions of this Lease.

Section 2. Security Deposit

On execution of this lease, Lessee deposits with Lessor \$250.00, receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, on the full and faithful performance by him/her of the provisions hereof.

Section 3. Late Charges

Any rent due under this lease, not paid or postmarked by the _____ day of the month, shall incur a late charge of Ten Dollars (\$10.00) plus Ten Dollars per day for each day subsequent to the _____ day of the month.

Section 4. Quiet Enjoyment

Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold and enjoy the demise premises for the agreed term.

Section 5. Use of Premises

The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this Lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of the Lease.

Section 6. Number of Occupants

Lessee agrees that the demised premises shall be occupied by no more than two persons, consisting of _____ adults and _____ children under that age of _____ years, without the written consent of the Lessor.

Section 7. Condition of Premises

Lessee stipulates that he/she examined the demised premises, including the ground and all building and improvements, and that they are, at the time of this Lease, in good order, repair, and a safe, clean, and tenantable condition.

Section 8. Assignment and Subletting

Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor. Or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

Section 9. Alterations and Improvements

Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the

demised premises by Lessee, with the exception of fixtures removable without damage to the premises and moveable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this Lease.

Section 10. Damage To Premises

If the demised premise, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable, but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agency or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

Section 11. Dangerous Materials

Lessee shall not keep or have on the leased premises any article of thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire or the leased premises or that might be considered hazardous by any responsible insurance company.

Section 12. Pets

Lessee shall not keep pets or have on the premises, any kind of pet, including, but not limited to dogs, cats, or birds.

Section 13. Appliances

Lessor shall provide range and refrigerator.

Section 14. Maintenance and Repair

Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair, keep the furnace clean; keep the walks free of dirt and debris, and, at his sole expense, shall make all required repairs to the plumbing, range heating apparatus, and electric and gas fixtures, whenever damage thereto shall have resulted from Lessee's misuse,

waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises (involving anticipated or actual cost in excess of \$50.00 (per incident) not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns.

Section 15. Utilities

Lessee shall be responsible for arranging for any payment of all utility services required on the premises.

Section 16. Right of Inspection

Lessor and his agents shall have the right to all reasonable time during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

Section 17. Display of Signs

During the last thirty (30) days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

Section 18. Subordination of Lease

This lease and Lessee's lease hold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on such liens or encumbrances, and any and all renewals or extension of such liens or encumbrances.

Section 19. Holdover By Lessee

Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this Lease, a new tenancy from date of expiration of original lease shall be created between the Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminable on 30 days' written notice served by either Lessor and Lessee on the other party.

Section 20. Surrender of Premise

At the expiration of the Lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear hereof and damages by the elements excepted.

Section 21. Default

If any default is made in the payment of rent, or any part thereof, at the times herein above specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of the Lessor, shall terminate and be forfeited, and Lessor may reenter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach of termination and forfeiture of the Lease shall not result if, within five (5) days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonable likely to effect such correction within a reasonable time.

Section 22. Abandonment

If at any time during the term of this lease Lessee abandons the demised premises or any part hereof, Lessor may, at this option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his/her discrete, a agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then expired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and to net rent for such period realized by Lessor by means of such reletting. If Lessor's right of reentry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so. Abandonment for the purposes of this Lease shall mean the failure to pay rent combined with the absence of occupancy for a period of fourteen (14) consecutive days.

Section 23. Collection Charges

In the event of default in payment of rent by Lessee, Lessee agrees to pay all costs incurred in the collection of said amounts, including court costs and reasonable attorney's fees.

Section 24. Binding Effect

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.

IN WITNESS WHEREOF, the parties have executed this the day and year first above written

Lessor: _____

Lessee: _____

Lessee: _____