

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 Administrative and/or 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 of no less than \$750.00.

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. Any Hillwood tenant 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 for any month to month tenant. This fee is subject to change at any time with 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: _____

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:___children of Lesee_____

AUTHORIZED OCCUPANT:___NA_____