



# RENTAL AGREEMENT

**DO NOT SIGN READ OVER ONLY**

This AGREEMENT made this date \_\_\_\_\_

by and between \*\*\*\* SARAH LYNN SEATON AND BARRY SEATON \*\*\*\*\* herein called "Landlords," and

herein called "**Tenant(s).**" Landlord leases to Tenant, and Tenant rents from Landlord, the dwelling located at

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|  | (hereafter called premises), under the following conditions: |
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| <b>1. TERM:</b> The initial day of the lease shall be (date/ year) |  |
| and end at 12 pm. (date/ year)                                     |  |

**2. POSSESSION:** If there is a delay in the delivery of possession by the Landlord, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the first day of the initial term, then the Tenant may void this agreement and have a full refund of any deposit. Management shall not be liable for damages for delay in possession.

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| <b>3. RENT:</b> Tenant agrees to pay Landlord as base rent the sum of \$ |  | per month, due and payable on the first day of each month during the term of this agreement. Rent must be received by 5:00 pm on the 1st of the month. |
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**4. PAYMENT OF RENT:** Monthly rental payments are made through our web portal.

**<https://seatonproperties.managebuilding.com>.**

Tenant(s) will be given a login and password at lease signing. You will receive an email reminder a week before the rent is due. There is no charge to the tenant for the online ECH payment. Any payment that is dishonored and returned shall be treated as unpaid late rent, and be subject to a returned check fee of \$50.00.

**→ 5. LATE PAYMENT CHARGES:** Rent not received by 5:00 pm on the 5th of the month will incur a late fee of 10% of the rent.

**6. LEGAL OBLIGATIONS:** Tenants hereby acknowledge that they have legal obligations to pay their rent on time each and every month regardless of any other debt or responsibilities that they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Rental Agreement could result in a judgment being filed against them and a lien being placed against their current and future earnings.

**7. ATTORNEY'S COST:** If court action is sought by either party to enforce the provisions of the Rental Agreement, attorney's fees and court costs may be awarded to the prevailing party in the court action.

**8. APPLIANCES:** The house is rented without any appliances. The rental payment specifically **EXCLUDES** all appliances of any kind. Such appliances as are in the property are there solely at the convenience of the Landlord, who assumes no responsibility for their operation. The landlord agrees to remove appliances at the request of the Tenant.

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| Appliances included upon move-in: |  |
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**9. REPAIR POLICY:** The Tenants hereby acknowledge that they have been informed that the Landlord and/or his agents are not always available to provide support services to the Tenants. If a problem comes up that should cost \$50.00 or more to repair, then the tenant must get in touch with the Landlord as soon as possible, between 9:00 am and 5:00 pm on Monday thru Friday. After normal business hours, tenants may leave a message and someone will get back to them as soon as possible. Under no circumstances will the Landlord be responsible for any improvements or repairs costing more than \$50.00 unless the Tenants were given written authorization to make repairs or improvements in advance.

**10. EVICTION:** If the rent called for in paragraph 3 hereof has not been paid by the fifteenth (15th) of the month, then Management shall automatically and immediately have the right to take out a Dispossessory Warrant and have Tenant, his/her family, and possessions evicted from the premises.

**11. WAIVER OF NOTICE.** By signing hereunder, you waive the right to receive written notice of nonpayment of rent. **RESIDENT HEREBY WAIVES ANY NOTICE THAT MAY BE REQUIRED BY T. C. A. § 66-28-201 OR T. C. A. § 66-28-505.** The landlord may terminate the Lease without notice or opportunity to cure if a rental payment is not made within five (5) days of the date when due. If there is any other material noncompliance by Resident with the Lease, including any non-compliance materially affecting health and safety, Landlord may give fourteen (14) days written notice of the breach to Resident, addressed to Resident at the Premises, indicating that the Lease will terminate if such breach is not cured. Resident shall, in such event, have fourteen (14) days from the date of such notice within which to cure the default or remedy the breach for which termination of the Lease has been declared. If substantially the same act or omission which constituted prior noncompliance (other than payment of rent), of which notice was given, recurs within six (6) months, the Resident shall not have any right to cure the breach and the Landlord may terminate the Lease upon seven (7) days written notice, specifying the breach and the date of termination of this Lease.

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| 12. SECURITY DEPOSIT: The landlord acknowledges receipt of \$ |  |
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as a deposit to indemnify the owner against damage to the property and for the Tenant's fulfillment of the conditions of this agreement. The deposit will be returned to the Tenant within 30 days or before the residence is vacated if:

- A. Lease term has expired or agreement has been terminated by both parties, and
- B. All monies due Landlord have been paid, and;
- C. Property is not damaged and is left in its original condition, with normal wear and tear expected, and;
- D. The landlord is in receipt of a copy of paid final bills on all utilities.
- E. The deposit will not be returned if Tenant leaves before lease time is completed. Deposit may be applied by Landlord to satisfy all or part of Tenant's obligations and such act shall not prevent Landlord from claiming damages in excess of the deposit.
- F. Security deposit is held in ING DIRECT/ P.O. Box 60/ St. Cloud, MN 56302-0060/ deposited under the name of Sarah Lynn Seaton in account number 141494687.
- G. The tenant may NOT apply the deposit to any of the rent payments.

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| <p><b>13. CLEANING FEE:</b> The tenant hereby agrees to accept the property in its present state of cleanliness. They agree to return the property in the same condition or pay a cleaning fee of \$</p> |  |
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| <p><b>14. RENEWAL TERM:</b> It is the intent of both parties that this lease is for a period of</p> |  | <p>months.</p> |
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**15. TENANT’S TERMINATION NOTICE:** The tenant may not terminate this Rental Agreement without giving **30 days written notice**. Failure of the Tenant to provide appropriate written notice to terminate a tenancy will result in Tenant’s continuing obligation under this agreement for up to 30 days.

**16. ASSIGNMENT AND SUBLETTING:** Tenant agrees not to transfer, sublet or relet any part of the premises or this agreement without the prior consent of the Owner or Management.

**17. CREDIT APPLICATION:** The landlord has received and reviewed a credit application filled out by the Tenant and the Landlord having relied upon the representations and statements made therein as being true and correct, had agreed to enter into this rental agreement with Tenant. Tenant and Landlord agree the credit application the Tenant filled out when making an application to rent the said property is hereby incorporated by reference and made a part of this rental agreement. The tenant further agrees if he/she has falsified any statement on said application, the Landlord had the right to terminate the rental agreement immediately and further agrees Landlord shall be entitled to keep any security deposit and prepaid rent as liquidated damages. Tenant further agrees, that in the event Landlord exercises its option to terminate the rental agreement, Tenant will remove himself/herself, his/her family, and possessions from the premises within 24 hours of notification from Landlord of the termination of the lease. Tenant further agrees to indemnify Landlord for any damages to the property of Landlord including, but not limited to, the cost of making residence suitable for renting to another Tenant, and waives any right of “set off” for the security deposit and prepaid rent which was forfeited as liquidated damages.

**18. FIRE AND CASUALTY:** If the residence becomes uninhabitable by reason of fire, explosion, or other casualties, the Landlord may, at its option, terminate the rental agreement or repair damages within 30 days. If the Landlord does not do repairs within this time or if the building is fully destroyed, the rental agreement hereby created is terminated. If the Landlord elects to repair the damage, rent shall be abated and prorated from the date of the fire, explosion, or other casualties to the date of re-occupancy, providing during repairs, the Tenant has vacated and removed Tenant’s possessions as required by Landlord. The date of re-occupancy shall be the date of notice that the residence is ready for re-occupancy. If the damage was caused by the Tenant’s action or neglect, the Tenant will be held liable for the damages.

**19. DAMAGE/DESTRUCTION:** Tenant acknowledges that they will be responsible for and pay for any damage done by rain, wind, hail, tornados, etc. if this damage is caused by leaving windows open or allowing stoppage and/or overflow of water and/or sewage pipes.

**20. HOLDOVER:** Tenant shall deliver possession of residence in good order and repair to the Landlord upon termination or expiration of this agreement.

**21. RIGHTS OF ACCESS:** Landlords shall have the right of access to residence for inspection and repair or maintenance during reasonable hours. In case of emergency, the Landlord may enter at any time to protect life and prevent damage to the property.

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| <p><b>22. OCCUPANTS:</b> Additional residents cannot occupy the premises without first being approved by the Landlord and are subject to full screening procedures. Unauthorized residents are a violation of this agreement and are grounds for termination. Only the following listed tenants may occupy the premises:</p> |
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**23. USE:** Tenant shall only use the premises as a residence and shall be occupied only by the persons named in Tenant's application to lease. The presence of an individual residing on the premises who is not a signatory on the rental agreement will be sufficient grounds for termination of this agreement. Residence shall be used so as to comply with state, county, and municipal laws and ordinances. Tenants shall not use residence or permit it to be used for any disorderly or unlawful purpose or in any manner.

**24. PROPERTY LOSS:** Landlord shall not be liable for damage to Tenant's property for any reason or cause whatsoever, except where such is due to Landlord's gross negligence. Tenant acknowledged that he/she is responsible for obtaining any desired insurance for fire, theft, liability, etc. on personal possessions, family, and guests.

**25. PETS:** Tenant or guest shall not maintain any pets upon the premises without the written consent of SEATON PROPERTIES. No animal, bird, reptile, fish, and /or pets of any kind will be kept on the premises, even temporarily, without obtaining the prior written consent and meeting the requirements of SEATON PROPERTIES. Such consent, if granted, shall be revocable at SEATON PROPERTIES. In the event that permission is granted to have a pet and /or animal of any kind, this is subject to a higher monthly rent or/an additional pet fee. Tenants also agree to carry insurance deemed appropriate by SEATON PROPERTIES to cover possible liability and damages that may be caused by such animals.

**26. NOTICES:** Any notice required by this agreement shall be in writing and shall be delivered personally or in the mail.

**27. ABANDONMENT:** If Tenants leave the Premises unoccupied for 15 days without paying rent in advance for that month, or while owing any back rent from previous months, which has remained unpaid, the Landlord and/or his representatives have the right to take immediate possession of the property and to bar the Tenant from returning. Landlords will also have the right to remove any property that the Tenant has left behind and store it at Tenant's expense.

**28. LOCK POLICY:** No additional locks will be installed on any door without the written permission of the Landlord. Landlords will be given duplicate keys for all locks installed at the Tenant's expense before they are installed.

**29. CONDITION OF PREMISES:** The Tenants hereby acknowledge that said property is in good condition. If there is anything about the condition of the property that is not good, they agree to report it to the Landlord within 3 days of taking possession of the property. They agree that failure to file and written notice of defects will be legally binding proof that the property is in good condition at the time of occupancy.

**30. MOVE IN MOVE OUT RECORD (Inventory and Inspection):** An Inventory and Inspection Record will be taken before move-in is completed and keys are given to the tenant. The Owner will take any action to complete necessary repairs. Landlord warrants that all major systems will be functional and in good repair at the time of possession. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, heater, etc. It will either be in working order or will be repaired once the Tenants have completed the Inspection and Inventory Record. Tenants are encouraged to report any necessary repairs, no matter how slight, in writing, but they are hereby advised that the Landlord does not normally repair or replace nonfunctional items such as paint, carpets, etc., every time a property changes possession. Those items are scheduled for repair/replacement at regular intervals regardless of tenant turnover.

**31. TENANT RESPONSIBILITY:** Good housekeeping is expected of everyone. The tenant agrees to keep quarters clean and in a sanitary condition. The Tenant agrees not to permit any deterioration or destruction to occur while they are occupying the property. They agree to maintain the walls, woodwork, floors, furnishings, fixtures and appliances, windows, screens, doors, fences, plumbing, air-conditioning and heating, electrical and mechanical systems as well as the general structure and appearance of the property. In particular, tenants are required to change air filters every month in the heater/AC system.

**32. ALTERATIONS:** Tenant shall make no alterations, decorations, additions, or improvements on or to the premises without Landlord’s prior written consent, and then only by contractors or mechanics approved by the Landlord. All alterations, additions, or improvements upon the premises, made by either party, shall become the property of the Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof.

**33. SATELLITE DISH/ CABLE TV:** Residents shall not attach, install, or have installed by anyone else an antenna, satellite dish, cable TV, computer-related wiring, or any other equipment to the dwelling exterior without the Landlord’s written permission.

**34. MAINTENANCE OF LAWN:** The Tenants acknowledge that they are legally responsible for maintaining lawns and landscaping and will be held liable for any damage caused by lack of water, abuse, or neglect. No alteration of landscaping made be made without prior written approval from the Landlord (ie. adding flower beds, removing bushes, trees, or shrubs).

**35. VEHICLE POLICY:** The Tenants agree never to park or store a mobile home, campers, trailers, or any sort of recreational vehicle on the premises. Tenants agree to only on the paved areas provided. Junk cars, cars on blocks, non-functional vehicles, or unlicensed automobiles are not permitted on the property. Removal will be at the expense of the Tenant. Tenants agree that any vehicle parked in unpaved areas may be towed and stored at Tenant’s expense.

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| The automobile limit on the premises is: |  |
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| Tenant | Make and Model | License Number |
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**36. UTILITIES:** Tenants will be responsible for payment of utilities, telephone, and other bills incurred during their residency. Utilities will be transferred into the tenant's name and account on the starting date of the lease and cease when the tenant completes the terms of the lease and has vacated the rental unit. All utilities are to be paid by the tenant directly to KUB (Knoxville Utilities Board).

**37. ROOF AND TERMITE ALERT:** Tenant agrees to notify Landlord immediately if roof leaks, water spots appear on the ceiling, or at the first sign of termite activity.

 **38. SMOKE FREE AND INCENSE FREE BUILDING:** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant’s household shall be designated as a smokefree living environment. Tenant and members of Tenant's household shall not smoke or burn incense anywhere inside the unit rented by Tenant, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. **“Smoking”** means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. **“Smoking”** also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form. **“Electronic Smoking Device”** means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette,

e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor. **Incense** refers to any form burned to emit an odor, including: joss sticks, coils, rope, powders, paste, rocks, charcoal, and smudge bundles.

**39. PROPERTY MAINTENANCE:** The Tenant shall deposit all garbage and waste in a clean and sanitary manner and take the trash out to the street weekly. Tenants shall be responsible for disposing of items of such size and nature as are not normally acceptable by the city trash collectors. Tenants shall be responsible for keeping the kitchen and bathroom drains free of things that tend to cause clogging of the drains. Tenants shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense of damage caused by stopping the waste pipes or overflow from bathtubs, washbasins, or sinks.

**40. NON-LIABILITY** The Tenant hereby states that any work or repairs that need to be done will be handled by competent professionals, unless Tenants are qualified and capable of doing the work themselves and doing it properly, in a safe manner that meets with all federal, state, and local regulations. Tenants further state that they will be legally responsible for any mishap they either do themselves or hire others to do. The landlord will be held from harm and liability along with his agents and representatives. In the event that needed repairs are beyond the Tenant's capacity, they are urged to arrange for professional help.

**41. DISCLOSURE OF LANDLORD/AGENT:** The owners/ managers of the property are Sarah Lynn and Barry G Seaton. They can be reached at 4218 Tazewell Pike/ Knoxville, TN 37918/ 865-254-7269.

**42. PHONE:** Tenant agrees to keep either a landline or cell phone. Landlords will be given a phone number and notified within two days of any future changes in the phone numbers. Landlord will also be given an email address and be notified of any changes.

**43. ACCESS TO PREMISES:** The Owner/Manager shall have the right to enter the premises in order to inspect the premises, make necessary or agreed repairs or improvements, supply necessary or agreed-on services, or show the premises to prospective tenants, purchasers, or contractors. Except in the case of an emergency, agreement to the contrary of the Tenant or unless it is impractical to do so, Owner/Manager shall give the Tenant at least 24 hours notice of the Manager's intent to enter, and may enter only at reasonable times. Owner/Manager shall also have the right to enter the premises when it appears Tenant has abandoned or surrendered the premises, or during any absences of Tenant in excess of 7 days.

**44. EXTENDED ABSENCE:** The Tenant will notify Landlord in advance if the Tenant will be away from the premises for 7 or more consecutive days. During such absence, the Landlord may enter the premises to inspect the property's condition, giving the tenant prior notice of said inspection.

**45. PEST-CONTROL POLICY:** (1) Tenants accept that property is free of pests. Should the services of an exterminator be needed, only those approved by the landlord will be used and only at the tenant's expense. If tenants allow premises to become infested with insects or rodents the landlord may terminate this agreement and or hire the services of an exterminator at the tenant's expense. (2) Tenant is responsible for any ongoing pest control service if the Tenant desires such a service. The owner is not responsible for any damage done to the Tenant's person, or property by such pests, or to the person or property of the Tenant's family or any other persons on their premises.

**46. VIOLATING LAWS AND CAUSING DISTURBANCES:** The tenant is entitled to quiet enjoyment of the premises. Tenants and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby tenant. If the police are called to the home on more than one occasion for a Resident related problem or disturbance, this Agreement is subject to termination.

**47. FAIR HOUSING:** The landlord is an equal opportunity housing provider and complies with all federal, state, and local fair housing laws and regulations. The landlord does not discriminate in any way based upon race, religion, color, sex,

national origin, familial status, disability, age, source of income, marital status, sexual orientation, or any other classification protected by federal, state, or local law applicable in the jurisdiction where the property is located.

**48. DEFAULT AND GROUNDS FOR TERMINATION:** Tenants are in violation of this lease if:

- A. Tenants fail to pay rent or any other amount owed under this Lease when due.
- B. Tenants violate this Lease of any addendum to this lease.
- C. Tenants or your guarantor have made any false statements or misrepresentations on any information provided.
- D. Tenants are arrested for any offense involving actual or potential physical harm to a person or property, or possession, use, manufacture, or delivery of a controlled substance, marijuana, or illegal drug paraphernalia.

**49. WAIVER:** All rights given to the Landlord by this agreement shall be cumulative in addition to any laws which exist or might come into being. Any exercise of any right shall not act as a waiver of those or any other right. No statement or promise by the Landlord, its agents, or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

**50. JOINT LIABILITY:** Each Tenant signing this agreement is jointly and severally liable for all terms of the agreement.

**51. LEGAL BINDING:** The tenant hereby states that they have the legal rights to sign for any and all other tenants and to commit them to abide by this contract.

**52. TERM:** In this agreement, the singular number where used will include the plural the masculine, gender the feminine, the term Owner/manager will include Landlord, Lessor; and the term Tenant will include Tenant, Lessee, and Resident.

**53. FULL DISCLOSURE:** The Tenants signing this Rental Contract hereby state that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement, and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of actions in violation of this agreement. A signature by the Tenant on this Rental agreement is acknowledgment and he/she has received a signed copy of the Rental Agreement.

**54. READ THIS ENTIRE DOCUMENT:** Tenant(s) has read, understands, and accepts all the stipulations contained in this Rental Agreement, agrees to comply with its terms, and has received a copy thereof.

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| <b>Sarah Lynn Seaton- Landlord signature</b> |  | <b>Date signed</b> |  |
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| <b>TENANT (1) PRINT</b> |  | <b>Date signed</b> |  |
| <b>TENANT (1) SIGN</b>  |  |                    |  |

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| <b>TENANT (2) PRINT</b> |  | <b>Date signed</b> |  |
| <b>TENANT (2) SIGN</b>  |  |                    |  |