

RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT made and entered into this _____ by and between, FaciliTech, hereinafter referred to as "Lessor"; and _____, hereinafter referred to as "Lessee";

1. PROPERTY: Lessor leases to the Lessee that certain residence described as:

2. TERM: The term of this lease shall be for a period of One (1) year and shall continue month to month beyond the expiration date.

3. RENTAL: Lessee shall pay unto the Lessor the sum of ____ on or before the _____ day of each month during the term of this lease, said sums being delivered to Lessor at the address so designated by Lessor.

FaciliTech
C/O Bryan L Webb
8700 Fox Hollow Rd
Christiana TN 37037

4. SECURITY: Lessee has deposited with the Lessor the sum of _____ as security for the full and faithful performance by the Lessee of all terms and covenants contained herein.

5. USE: The property shall be occupied by Lessee and family, consisting of ____ adults and ____ children. Lessee agrees to use the property for residential purposes only. No animals or pets shall be permitted upon the subject property without the lessor's written permission.

6. BROKERAGE: No real estate agents are involved in this transaction, nor are any entitled to brokerage commission as a result of this Lease Agreement.

7. DAMAGE TO PROPERTY: Should the property be partially damaged by casualty not due to the negligence of Lessee, or person having the consent of Lessee, the property shall be repaired immediately by Lessor and any rentals for the period that the property is untenable shall be abated. However, should the property suffer substantial damages, Lessor may elect to terminate this lease, and rentals shall be adjusted up to the date of casualty.

8. CONDEMNATION: Should the subject property or part thereof, be taken by the exercise of condemnation, eminent domain or other governmental action, this lease shall terminate.

9. LESSEE'S OBLIGATIONS:

- a. Maintain the subject property in the same condition as when leased, excepting only the reasonable use of said property.
- b. Comply with all applicable housing, building and health codes.
- c. Pay for all utilities utilized, including electricity, gas, water, sewer and telephone.
- d. Keep the property clean and sanitary.
- e. Keep all plumbing fixtures in repair.
- f. Remove all garbage from the property.

- g. Use the facilities and appliances in a reasonable manner.
- h. Refrain from damaging Lessor's property.
- i. Conduct himself/herself and others on the property with his/her consent, in a reasonable manner.
- j. Provide Lessor with a key and access to the property.

10. LESSOR'S OBLIGATION:

- a. Comply with all applicable housing, building and health codes.
- b. Maintain all basic structural and service components of the property so that same are capable of resisting normal forces and loads.

11. **RIGHT OF ENTRY:** Lessor shall have the right of entry upon the property to inspect the same, make repairs and exhibit the property to others, provided that such entry is at reasonable times.

12. **LIABILITY:** Lessee accepts the condition of the subject property, waiving inspection of same by Lessor, and repair of defects, if any. Lessee further agrees to indemnify Lessor against any loss or liability arising out of Lessee's use of the property, including those using the property with Lessee's consent. However, such indemnification shall only be applicable to the extent that Lessor's loss is not covered by insurance proceeds.

13. **TAXES:** Any taxes that may be imposed by governmental authority, whether they are sales, use, or resort taxes, shall be the obligation of Lessor.

14. **ASSIGNMENT:** Lessee may not make an assignment of this lease, nor sublet any part of the subject property without prior written consent from Lessor.

15. **DEFAULT:** In the event of a default, by either party, of any of the terms herein contained, the non-defaulting party shall be entitled to all remedies under law, reasonable attorney's fees and court costs. Should it become necessary for Lessor to apply any part of the security to correct a default, Lessee agrees to restore the security to its original amount.

16. **PERSONAL PROPERTY:** Lessee shall be responsible for insuring his own personal property. Any personal property placed upon the subject property shall be at the sole risk of Lessee. Any property of Lessee remaining upon the leased premises after the termination of this lease shall be presumed abandoned, and may be disposed of by Lessor.

17. **FURNISHED PROPERTY:** If the subject premises are rented furnished, Lessee acknowledges receipt of inventoried furnishings in good condition. A copy of said inventory shall be attached hereto.

18. **HOUSE:** If the subject property is a house or townhouse, then Lessee shall be responsible for waste removal, exterminating service, yard and pool maintenance

19. **ALTERATIONS AND IMPROVEMENTS:** Lessee shall make no alterations to the subject property without Lessor's prior written consent. Any improvements made by Lessee shall become the property of Lessor at the conclusion of the lease.

20. **WAIVER AND SEPARABILITY:** The waiver of anyone breach of any provisions in this lease shall not be considered a waiver of that or any other provision herein. Should any portion of this lease be adjudged invalid, such invalidation shall not operate to invalidate the remaining provisions hereof.

21. **BINDING EFFECT:** This agreement shall be binding upon the parties hereto, their heirs, successors, assigns and legal representatives.

22. **ENTIRE AGREEMENT:** This lease constitutes the entire agreement between the parties, and may not be modified, unless in writing and executed by the parties.

IN WITNESS WHEREOF the parties hereto have executed the foregoing Lease Agreement the day and year first above written.

Signed, sealed and delivered in the presence of:

Witnesses as to LESSOR

LESSEE:

Witnesses as to LESSEE