

# SUBLEASE AGREEMENT

## **PARTIES:**

This sublease, dated 09/01/2024 is being executed by and between TN(hereafter referred to as the "Sublessor"), KIMLEY Thornton whose address is 3220 Wilcox Blvd, chattanooga, Tennessee, 37411 and \_\_\_\_\_(hereinafter referred to as the "Sublessee"). Attached to this Sublease Agreement and incorporated herein by reference is a copy of the original Lease. The Sublessee consents to abide by each and every clause of the original Lease.

## **PREMISES:**

The real estate described here is located at 3220 Wilcox blvd, chattanooga in the County of US , in the State of Tennessee , and has the ZIP code of 37411 . The Sublessor within this agrees to sublease to the Sublessee, and the Sublessee herein agrees to sublease from the Sublessor for the remaining term of the The term "Premises" will now be used to refer to such real property, which includes any land and any improvements on it.

**WHEREAS**, the Landlord, thus approves the Sublessee's occupation of the Premises according to the terms and conditions outlined below by signing this Sublease Agreement. It is expressly agreed, in consideration of the mutual commitments and covenants made between the Landlord, the Sublessor, and the Sublessee herein:

## **TERM:**

Unless otherwise specified herein, the duration of this sublease shall be for a period of 4, beginning on 09/01/2024 .

## **ASBESTOS DISCLOSURE**

The Landlord and Sublessor is aware of presence of asbestos on the Premises.

## **DELAY IN SUBLEASE'S BEGINNING:**

However, if a delay in initiation should occur, the Sublessee shall not be bound to pay any rent until such time as the Sublessee takes control of the Premises. The Sublessor shall not be held responsible if the Sublessor is unable to deliver ownership of the Premises to the Sublessee on the above-said commencement date, and such failure shall not affect the validity of this lease or obligations of the sublease herewith or extend the term thereof.

However, if the Sublessor does not give the Sublessee possession of the Land within sixty (60) days of the above-said start date, the Sublessee may, at their absolute discretion, terminate this Sublease by giving the Sublessor written notice. At that point, the parties will be published from any and all obligations related to this Sublease.

## **SECURITY DEPOSIT**

Upon execution of this Agreement, the Sublessee shall pay to the Sublessor a security deposit in the amount of 775.00 (the "Security Deposit"). The Security Deposit shall be kept in a separate interest bearing escrow account. Should the Sublessee fail to make the monthly rental payment or other charges which may due hereunder, or otherwise is deemed in default of the terms of this Agreement, the Sublessor may use, apply or retain all or any portion of the Security Deposit to correct the default.

In the event that the Sublessor finds it necessary to make use of the Security Deposit to compensate for the missed payment or to correct a balance due default, the Sublessee shall have ten (10) business days, after written demand from the Sublessor, to restore the Security Deposit amount in full. Failure to restore any deficient amount in the Security Deposit within the time frame allocated shall be deemed a material breach of this Agreement.

Upon completion or expiration of this Agreement, and if the Sublessee has performed and satisfied all conditions and obligations hereunder, the Security Deposit, including any accrued interest, shall be returned or refunded to the Sublessee in full within The Next Day days after Sublessee has vacated the Premises.

### **AMOUNT OF MONTHLY LEASE:**

For the course of the term of this lease, the Sublessee shall pay the Sublessor a monthly rental fee of \$775.00 on the Monday day of each month. The first month's rent must be paid upfront to the sublessor by the sublessee to the sublessor upon execution of this sublease agreement.

All upcoming payments must be written or delivered in person to the sublessor at the address listed in paragraph one (1) or to any other person or location the sublessor may specify in writing.

### **LEAD-BASED PAINT DISCLOSURE:**

This property was built before 1978. Housing built before 1978 may contain lead-based paint. Lead paint, paint chips and dust can cause health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords and lessors must disclose the presence of lead-based paint hazards in the dwelling. Lessees must also receive a federally-approved pamphlet on lead poisoning prevention. A lead-based paint inspection was conducted on this property. The Landlord has knowledge that there is no lead-based paint nor lead-based paint hazards on the Premises.

### **USE OF PROPERTY:**

For the period of the Sublease Agreement and until the sublease ends, the Both Sublessor and Sublessee shall have total access to and control over the Premises.

### **ADDITIONAL SUBLESSEES OR ROOMMATES:**

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **CONDITION OF PROPERTY:**

Unless otherwise stated herein, the Sublessee accepts that the premises are in excellent repair and are clean and safe.

### **SMOKE ALARMS:**

No. of units: \_\_\_\_\_

Tested: Yes No

Working: Yes No

<b>KEYS &amp; REMOTES:</b>	<b>QUANTITY</b>	<b>RECEIVED</b>	<b>RETURNED</b>
Door Keys			
Mailbox Keys			
Security Cards			
Garage Door Remotes			
Laundry Room Keys			
Recreational-Facilities Keys/Cards			

### **WASTE, ANNOYANCE, OR IMPROPER USE:**

The Sublessee shall not keep or allow to be monitored a nuisance on the Premises, create or permit waste on the Premises, or use or permit to be used on the Premises in an illegal way.

**AVOCATIVE FEES:**

The parties in the above agree that, in the event of a breach of this Agreement or should legal action be considered necessary by either party to this Sublease Agreement, the prevailing party shall be entitled to receive reimbursement for reasonable attorney's fees, filing fees, and/or court costs as part of the judgment.

**EMERGENCY CONTACT INFORMATION:**

If during the sublease, any issues or problems arise with the Premises, the Sublessee agrees to contact Kim Thornton at the telephone number of (422) 355-7701

**ALTERATIONS OR DECORATIONS:**

Without first getting the written agreement of the Sublessor, the Sublessee is not permitted to redecorate, make any changes to the Premises that might be considered changes, or repaint the walls or woodwork.

**BINDING EFFECT:**

The heirs, successors, executors, administrators, and assignees of the parties will benefit from and be bound by this sublease agreement.

**RULE OF LAW:**

The laws of the State shall govern, be applied to, and be interpreted in accordance with this Agreement.

The Sublessee declares and guarantees that s/he is of legal age to enter into a legally enforceable contract, meaning that s/he is at least 18 years old.

Before signing, the signatory read the aforementioned Sublease and hereby acknowledges receiving a copy of this Sublease Agreement.

(Landlord Signature) \_\_\_\_\_ (Dated)  
TN

  
\_\_\_\_\_  
(Sublessor Signature) \_\_\_\_\_ (Dated)

NAME: KIMLEY Thornton  
ADDRESS: 3220 Wilcox Blvd

CITY, STATE, ZIP: chattanooga , Tennessee 37411

TELEPHONE: (422) 355-7701



\_\_\_\_\_

(Sublessee Signature)

\_\_\_\_\_

(Dated)

NAME: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

Driver's License or ID Number: \_\_\_\_\_