In witness whereof, the parties have executed this agreement at the Office of Housing the day and year first above written.

Lessee: ______________________________

1. University hereby leases and rents to Lessee housing space at University Village, located on the campus of The University of Tennessee at Martin.

2. Lessee shall not, without prior written consent of Lessor, sublease or assign the right to the rental of the residence.

3. Application for apartment housing must be accompanied by a $150 deposit. If canceling the application, this amount is refundable only if the applicant requests the refund in writing by July 1 before anticipated Fall occupancy or by December 1 before anticipated Spring occupancy.

4. The University reserves the right to adopt, amend or make changes to the rules and regulations, either at the University’s expense or to any apartment residents for damages in common areas, such as kitchen, living room and laundry room, unless the person responsible is identified.

5. Lessee agrees to an apartment “as is” (chooses not to wait to have it cleaned), Lessee is still responsible for cleaning the apartment at the time of vacating. Lessee will be held responsible for cleaning apartments/Cleaning deposit found in the Rental Agreement.

6. The Bedroom shall be used solely as a private residential dwelling and for no other purposes. No more than one person shall be entitled to occupy the Bedroom.

7. Damage costs will be divided and charged to all apartment residents for damages in common areas, such as kitchen, living room and laundry room, unless the person responsible is identified.

8. Said apartment shall be used and occupied by Lessee exclusively as residence, and neither the premises nor any part thereof shall be used at any time during the term of this agreement 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 residence. Lessee shall comply with all applicable state and local laws, ordinances, rules, and orders of proper governmental authorities affecting the cleanliness, occupancy, and preservation of the premises during the term of this lease.

9. Lessee will neither use nor permit the premises to be used for any illegal or improper purpose; nor make nor permit to be made any disturbance, noise, or annoyance whatever detrimental to the premises, or the comfort of tenants of said apartment complex; nor permit to be done, any act or things which may be an annoyance, or cause damage, or disturbance to the Lessor or Lessee’s tenants, or the occupants of any adjoining premises.

10. Lessee shall keep the apartment’s interior/exterior free of fire or health hazards, including but not limited to barbecue grills. Smoking and the use of smokeless tobacco is not allowed in the apartment or the area within 50 feet of an apartment entrance. Candles with wick, incense, and other open flames are not permitted. Each apartment is equipped with a smoke detector. Ditto it the Lessee’s rental unit is required to report any malfunctions to the Housing Facilities Office. In regard to equipment and fixtures, Lessee shall be responsible for the replacement of light bulbs. No barbeque grills are allowed in the apartment or on the balcony.

11. Apartment window screens are to remain in the windows. Any screen repairs or replacement will be charged to the Lessee.

12. Lessee agrees to pay, without demand, to University as rent for the demised premises the sum of SEE BELOW dollars ($_________)

A. First payment by August 20 and second payment by January 20.

B. First payment: __________________________

C. Second payment: __________________________

Rent is payable at the Business Office or at such other place as University from time to time may designate. The Business Office does not mail out monthly notices. Accounts are considered delinquent if not paid twenty (20) days after the due date and a late charge will be added. It is agreed that the occupant, when vacating, will pay all accrued rent and other charges due the University.

22. Periodic insecticide spraying for insects, pests, and rodents shall be conducted in University apartments. Requests for exemptions due to allergies or other upper respiratory conditions shall be honored.

23. Service or maintenance personnel and other authorized University employees shall be permitted to enter said apartment at all reasonable times for the purpose of making inspecting and making repairs to the premises and for any other reason, to do which the owner or the tenant of any room in the building may be entitled or required to do; such visits shall be for the purpose of carrying on the usual trade and business of the University;

24. Tennessee law prohibits the carrying, possession or storage of firearms and weapons (including but not limited to shotguns, pistols, rifles, ammunition, and other ammunition) in any place in which they are considered dangerous.

25. False statements in Lessee’s application for housing, violation of the University’s rules and regulations, or violation of federal, local or state governmental law now or hereafter in effect on or effectual on the part of the Lessee, Lessee’s guests, and/or other member of Lessee’s family, deemed to be such as to require the removal of Lessee from said apartment in the best interest of other residents shall constitute grounds for the University to direct Lessee to vacate said apartment. Thirty (30) days notice will be rendered by the University to Lessee in such cases.

26. Lessee shall be responsible for all damages/deficiencies found in the apartment when vacating. Cleaning and for the repair costs in excess of the damage deposit.

27. Any appliance or furniture removed by the Lessee shall be charged to the Lessee.

28. False statements in Lessee’s application for housing, violation of the University’s rules and regulations, or violation of federal, local or state governmental law now or hereafter in effect on or effectual on the part of the Lessee, Lessee’s guests, and/or other member of Lessee’s family, deemed to be such as to require the removal of Lessee from said apartment in the best interest of other residents shall constitute grounds for the University to direct Lessee to vacate said apartment. Thirty (30) days notice will be rendered by the University to Lessee in such cases.

29. Should Lessee default on the payment of rent, or otherwise breach or fail to comply with any of the covenants or conditions contained herein, this agreement, at the sole option of the University, shall be null and void at law, and the Lessee shall forfeit all rent paid thereunder. The University after giving a thirty (30) day written notice to Lessee of the breach may reenter upon the premises and the term of this rental agreement shall end as set out in the thirty (30) day notice.

30. In the event the Lessee’s violation of any of the terms, conditions or covenants of this agreement results in legal action by the University, Lessee agrees that Lessor will pay University attorney fees and all reasonable costs of litigation.

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

32. Should Lessee cease to be enrolled in school, he/she must vacate the apartment within 3 days unless he/she requests and receives permission from the University to continue the lease. If the lessee is a student in the sole discretion of the University, a rent or non-rental lease is not required for the remainder of the lease. The University reserves the right to terminate the lease or the balance of the month from the day the lessee moves out plus one month, whichever is less. If the University initiates a student’s separation from the University for any reason, including, but not limited to, unsatisfactory conduct, non-payment of rent, or violation of the lease the University has the right to terminate the lease. Lessee shall be given 24 hours to vacate the apartment unless special permission is granted by the Director of Housing or the Director’s designee.

33. Lessee shall cease being a student or transfer before the lease has expired if the Lessee may elect to find another person who meets University requirements for living in University Village, to complete an application and pay the required deposits, with the Lessee making no financial obligations for the space rented by the original Lessee.

34. Lessee agrees to abide by terms of this lease and University Policies and Procedures. In the case of a death or serious illness of a lessee or immediate family member, no extra charge will be applied for terminating the lease prematurely and the deposit will be refunded as applicable. However, a statement from a doctor or clergy may be required.

35. Lessee agrees to abide by terms of this lease and University Policies and Procedures.

In witness whereof, the parties have executed this agreement at the Office of Housing the day and year first above written.

Lessee: ______________________________

Lessor: ______________________________

Date: ______________________________