The University of Tennessee at Martin
Rental Agreement

THIS RENTAL AGREEMENT is made and entered into the day of , 20___

by The University of Tennessee at Martin, hereinafter called Lessor, and

Lease: _______________________________________

The University of Tennessee at Martin

1. University hereby leases and Lessor hereby accepts the apartment unit contained herein to be assigned by Lessor. This lease is in effect until the end of the academic year.

2. University of Tennessee at Martin Leases from University rental space which consists of the exclusive use and occupancy of the bedroom assigned to the Lessee (the “Bedroom”) and the shared use and occupancy of the bathroom, kitchenette, living/dining area and laundry room with other tenants of the assigned apartment unit (the “Unit”), located on the campus of The University of Tennessee at Martin.

3. Unless otherwise noted, all amounts must be completed in U.S. currency in U.S. dollars. All amounts are subject to change without notice 30 days prior to becoming effective. 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 Lessee shall pay, without demand, to University, as rent for the demised premises the sum of $5,990 per semester.

4. If the Lessee vacates the apartment, returns all keys and is not responsible for any additional cleaning or for the repair costs in excess of the damage deposit.

5. If Lessee accepts an apartment “as is” (chooses not to have it cleaned), Lessee is still responsible for cleaning the apartment at the time of vacating. Lessee will be responsible for all damages/deficiencies found in the apartment when vacating.

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

7. Damages 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 occupied by Lessee exclusively as residence, and neither the premises nor any part thereof shall be used at anytime 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 sanitary laws, ordinances and orders of appropriate governmental authorities affecting the cleanliness, occupancy, use and operation of the premises during the term of this agreement.

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

10. Lessee shall (a) keep pets or allow pets to visit other than fish in a tank that will hold no more than 25 gallons of water, in the interior/exterior of said apartment; (b) make no structural changes to the interior/exterior of the dwelling, change locking devices, remove any appliance/furniture, or paint any of the interior walls; (c) install no television/radio antennas on the ground or building units; (d) install or move in no automatic washer/dryers; (e) install no beds/waterbeds in any apartment; (f) make no alterations in the electrical wiring or plumbing therein; (g) construct no fence or enclosure about the apartment or on University property; and (h) dispose of trash and garbage in containers provided.

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 five thousand nine hundred ninety dollars ($5,990). The first payment of $2,995 will be due within two (2) weeks of the lease agreement date. The second payment of $2,995 will be due on January 1st of the following year. One bedroom units will rent for an additional $30 per semester.

13. Apartment rent is payable at the Business Office or at such other place as University from time to time may designate. Accounts are considered delinquent if rent is not received twenty (20) days after the due date and a late charge will be added. Thirty (30) day written notice of University’s intention to terminate. A rent payment mailed, but not received by the University by the due date is not considered paid. Failure to pay rent when due can be cause to discontinue cable television and telephone service or cause to terminate the lease. Such permission is at the sole discretion of the University. If permission is not requested or is not received, Lessee is responsible for the rent for the remainder of the month to the last day of the month

14. Lessee will be refunded as applicable. However, a statement from a doctor or clergy may be required.

15. Lessee shall (a) keep pets or allow pets to visit other than fish in a tank that will hold no more than 25 gallons of water, in the interior/exterior of said apartment; (b) make no structural changes to the interior/exterior of the dwelling, change locking devices, remove any appliance/furniture, or paint any of the interior walls; (c) install no television/radio antennas on the ground or building units; (d) install or move in no automatic washer/dryers; (e) install no beds/waterbeds in any apartment; (f) make no alterations in the electrical wiring or plumbing therein; (g) construct no fence or enclosure about the apartment or on University property; and (h) dispose of trash and garbage in containers provided.

16. Lessee shall (a) keep pets or allow pets to visit other than fish in a tank that will hold no more than 25 gallons of water, in the interior/exterior of said apartment; (b) make no structural changes to the interior/exterior of the dwelling, change locking devices, remove any appliance/furniture, or paint any of the interior walls; (c) install no television/radio antennas on the ground or building units; (d) install or move in no automatic washer/dryers; (e) install no beds/waterbeds in any apartment; (f) make no alterations in the electrical wiring or plumbing therein; (g) construct no fence or enclosure about the apartment or on University property; and (h) dispose of trash and garbage in containers provided.

17. The University provides water and electricity as part of the rent. The University is not liable for disruption in electrical service, water supply, data service, cable television service or telephone service.

18. Subleasing is not allowed without University approval.

19. Lessee assumes full responsibility in the use of the apartment and fixtures therein; Lessee shall pay for the cost of any repair or replacement (other than normal wear and tear) any deficiencies or damages to said apartment and any equipment and fixtures therein caused by acts of negligence of Lessee.

20. Lessee shall keep the apartment's interior/exterior free of fire or health hazards, including but not limited to barbeque grills. No barbeque grills are allowed in the apartment or on the balcony. Smoking and the use of smokeless tobacco is not allowed in the apartment or anywhere 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. Detectors should be in good operating condition at all times. It is the University’s responsibility to report immediately any malfunctions to the Housing Facilities Office. In regard to equipment and fixtures, Lessee shall be responsible for the replacement of light bulbs.

21. Service or maintenance personnel and other authorized University employees shall be permitted to enter said apartment at all reasonable times for the purpose of carrying out their duties or for providing services requested by the Lessee.

22. Like any lease agreement, the Lessee must report any violation of the University’s rules and regulations, or violation of federal, local or state governmental law now or at the end of the academic year.

23. Lessee shall be responsible for all cleaning and/or repair costs in excess of the damage deposit. 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 at the end of the academic year.

24. The Lessee agrees to pay, without demand, to University, as rent for the demised premises the sum of five thousand nine hundred ninety dollars ($5,990). The first payment of $2,995 will be due within two (2) weeks of the lease agreement date. The second payment of $2,995 will be due on January 1st of the following year. One bedroom units will rent for an additional $30 per semester.

25. Subleasing is not allowed without University approval. Lessee's application for housing, violation of the University’s rules and regulations, or violation of federal, local or state governmental law now or at the end of the academic year.

26. Subleasing is not allowed without University approval. Lessee's application for housing, violation of the University’s rules and regulations, or violation of federal, local or state governmental law now or at the end of the academic year.

27. 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 Lessee shall be responsible for all cleaning and/or repair costs in excess of the damage deposit.

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 at the end of the academic year.

29. If Lessee ceases being a student or transfer before the lease has ended may elect to find another person, who meets University requirements for leasing University Village Phase II, to complete an application, make the required deposits, sign a lease with the University, and take on the responsibilities for the space agreed upon in the original lease agreement.

30. In the case of a death or serious illness of a leasee 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.

31. 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 at the end of the academic year.

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