

Rental Agreement

THIS RENTAL AGREEMENT is made and entered into this _____ day of _____, _____ by The University of Tennessee, hereinafter called University or Lessor, and _____ hereinafter called lessee.

Witnesseth

The University of Tennessee and Lessee mutually agree to the following terms and conditions:

1. University hereby leases and rents to lessee a _____ bedroom apartment in the University owned apartment housing complex known as _____, the specific apartment being numbered _____ and located on the campus of The University of Tennessee at Martin.
 - A. I, _____, select the annual lease agreement with payments of _____ per payment per month. The lease will begin _____ and will end _____. I understand that I am responsible for the rent for the entire lease period and that early termination of this lease will result in rent charges for the remainder of the lease or the balance of the month from the day the lessee moves out plus one month, whichever is less.
 - B. I, _____, select the academic lease agreement with payments of _____ per payment per month. The lease will begin _____ and will end _____. I understand that I am responsible for the rent for the entire lease period and that early termination of this lease will result in rent charges for the remainder of the lease or the balance of the month from the day the lessee moves out plus one month, whichever is less. For students graduating at the end of the fall semester or students with university approved internships for the spring semester, no buyout will be required for the remainder of the lease upon checkout after fall commencement.
2. Application for apartment housing must be accompanied by a \$50.00 deposit. This amount is refundable only if the applicant requests that applicant's name be deleted from the waiting list before applicant is notified of a vacancy or upon vacating the apartment with no damages or debts to the University. At the time keys are picked up for occupancy, an additional \$100.00 deposit is required. After the apartment is vacated, the entire deposit will be refunded unless there are damages to the apartment (normal wear and tear excepted) or Lessee has other debts to the University. Damages or cleaning costs in excess of the deposit amount must be paid by Lessee. All rent must be paid in full at the time the occupant vacates the apartment.
3. Occupancy of said apartment is restricted to a resident who is a University student or employee, his/her opposite-sex spouse and his/her dependent children. Other adults and children are not permitted to reside in the apartment. Notwithstanding the foregoing, a student who is single may have student roommates of the same sex as long as he/she files a "roommate registration form" with the University's Housing Office (forms are supplied by the Housing Office).

All overnight guests must register with the Office of Housing. Guests may only stay for two nights per week. Residents are not permitted to share their apartment key with guests. Residents are responsible for the actions of their guests at all times and guests should not be left unattended in the apartments. Failure to register guests with the Office of Housing may subject Lessee to eviction. Special guest stays may be granted at the discretion of the Director of Housing or Apartment Manager.
4. Said apartment shall be used and occupied by Lessee exclusively as a 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 sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises during the term of this agreement.
5. Lessee will neither use or permit the premises to be used for any illegal or improper purpose; nor make nor permit to be made any disturbance, noise, or annoyance whatsoever detrimental to the premises, or to the comfort of the other inhabitants 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 Lessor's tenants, or the occupants of any adjoining premises.
6. Lessee agrees that the demised premises shall be occupied by no more than _____ persons, consisting of _____ adults and _____ children under the age of _____ years, without the written consent of University.
7. Lessee shall (a) keep no pets or allow pets to visit other than tropical fish 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 without University's approval; (c) install no television/radio antennas on the ground or building units; (d) install or move in no automatic washers/dryers; (e) install no waterbeds in the second floor apartments; (f) make no alterations in the electrical wiring or plumbing therein; (g) construct no fence or enclosure about the apartment or on University property; (h) plant no gardens, except in spaces provided by University; and (i) dispose of trash and garbage in the containers provided.
8. Apartment window screens are to remain in their original position. Installation or replacement of screens shall be charged to the Lessee.
9. Lessee agrees to pay, without demand, to University as rent for the demised premises the sum of _____ dollars (\$ _____) in advance of the first business day of each month. The Business Office does not mail out monthly notices. Accounts are considered delinquent if rent is not paid by the 20th day of the month and a late charge will be added. It is agreed that the occupant, when vacating, will pay all accrued rent at the Office of Business Affairs.

The failure to pay the rent within twenty (20) days after it becomes due and payable under the terms and conditions hereof, shall give University reasonable cause to terminate this lease upon giving the Lessee thirty (30) days written notice of University's intention to terminate. A rent payment mailed, but not received by the 20th of the month is not considered paid.
10. The Lessee shall be liable for reasonable charges, including attorney's fees, incurred by the University in an effort to collect rent or other fees owed to the University.
11. Rent during the term of this agreement is subject to increase with a 30-day notice; however, increases, if any are generally effective July 1 of any year.
12. Electric service shall be mandatory in each apartment. Lessee shall be responsible for arranging and paying for all utility services required on the premises. Failure to have electric service shall be considered a material breach of this agreement.
13. University assumes no liability for loss or damage to the Lessee or to Lessee's personal property due to floods, fire, earthquake, tornadoes, and other acts of God nor for failure or interruption of water, heat, or electric utilities. University recommends that Lessee obtain at Lessee's expense a renter's insurance policy with coverage in amount that Lessee deems appropriate.
14. Local telephone service will be furnished by the University in each apartment, the cost of which is included in the rent. Lessee shall be responsible for paying long distance service. Failure to pay for long distance service when due shall constitute a material breach of this agreement. Failure to pay rent when due can be considered cause to discontinue phone service and may subject Lessee to the other legal remedies.
15. Cable television will be furnished by the University in each apartment, the cost of which is included in the rent.
16. Upon vacating the apartment, Lessee must be checked out by the apartment manager and Lessee must return all assigned keys to the Housing Office at which time final financial adjustments will be made.
17. Lessee assumes full responsibility in the use of the apartment and all equipment and fixtures therein; and 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.
18. Lessee shall keep the apartment's interior/exterior free from danger of fire or health hazards, including but not limited to barbecue grills, candles and incense. Resident shall not use charcoal inside any apartment. The burning of charcoal inside any apartment is strictly prohibited. Each apartment is equipped with a smoke detector. Detectors should be in good operating condition at all times. It is the Lessee'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 and smoke detector batteries.
19. 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 inspections and/or performing work duties as may be deemed necessary by University in its sole discretion.
20. Periodic insecticide spraying for insects, pests, and rodents shall be conducted in University apartments. Requests for exemptions due to allergies or other upper respiratory disorders, pregnancy, and/or infants must be accompanied by a written doctor's statement.
21. Any motor vehicle(s) which are in Lessee's or Lessee's family's possession shall be properly registered in accordance with University traffic and parking regulations, shall display the sticker or permit issued with such registration, and shall be parked only in authorized areas.
22. Tennessee law prohibits the carrying, possession or storage of firearms and weapons (including but not limited to shotguns, pistols, rifles, dynamite cartridges, bombs, grenade, mine, bowie knife, dagger, blackjack, or any weapon of like kind) on University property. In addition the possession, consumption or sale of alcohol and illegal drugs in said apartment or otherwise on University property is prohibited. Firearms may be registered and stored at the Department of Public Safety.
23. Empty alcohol beverage containers shall not be stored in the apartment.
24. Lessee is responsible for being cognizant of information printed in the monthly newsletter from the apartment manager.
25. Solicitation is prohibited on University property. Lessee should report violators to the Department of Public Safety.
26. After 30 days of termination of the lease, University reserves the right to sell or otherwise dispose of any personal property left at the interior/exterior of said apartment.
27. 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 or other conduct on the part of the Lessee, Lessee's guests, and/or 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 University to direct Lessee to vacate said apartment. Thirty (30) days notice will be rendered by University in such cases.
28. When Lessee, being either a student, faculty or staff member of the University has severed Lessee's connections with the University (including but not limited to withdrawal, termination and resignation) Lessee must vacate said apartment within thirty (30) days of the date of separation. For those Lessees whose cause for leaving the University is graduation, they must vacate the apartment within three (3) days unless an extension is requested and granted in writing by the University at its sole discretion.
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 University, shall be terminated and be forfeited, and the University after giving thirty (30) days 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. The covenants & conditions contained herein shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be constructed as conditions of this lease.
31. University Courts and Grove apartments are smoke-free facilities.
32. In the event that 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 is responsible for paying University's reasonable attorney fees and all reasonable costs of litigation.

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

Lessee: _____

UT Martin is an Equal Opportunity Institution

The University of Tennessee is an EEO/AA/Title VI/Title IX/ Section 504/ADA/ADEA institution in the provision of its education and employment programs and services. All qualified applicants will receive equal consideration for employment without regard to race, color, national origin, religion, sex, pregnancy, marital status, sexual orientation, gender identity, age, physical or mental disability, or covered veteran status. Inquiries should be directed to the Office of Equity and Diversity (OED), 303 Administration Building, Martin, TN 38238, (731) 881-3505 Office, (731) 881-4889 TTY, Hearing Impaired, (731) 881-3507 Fax, equityanddiversity@utm.edu, http://www.utm.edu/departments/equalopp/. In compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (The Clery Act), UTM's annual security report includes statistics for the previous three years concerning reported crimes that occurred on or around the campus and UTM's emergency response and evacuation procedures. You can view the report at http://www.utm.edu/departments/finadmin/publicsafety/annualreport.php or



Lessor: _____

Date: _____