This RENTAL AGREEMENT is made and entered into this ___ day of _______ by The University of Tennessee at Martin, hereinafter called Lessee, and by The University of Tennessee at Martin, hereinafter called lessor.

1. University hereby leases and rents to Lessee housing space at University Village Phase II in an apartment unit to be assigned by Lessor. This lease is in effect until the end of the academic year.

2. University leases to Lessee Lessee leases from University rental space which consists of the exclusive use and occupancy of the bedroom assigned to the Lessee (the "Bedroom"), living/dining room, kitchen, laundry, and bathroom, annual, and one bedroom unit in the ("Unit"), located on the campus of The University of Tennessee at Martin.

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 cancellation before anticipated occupancy in Spring Semester December 15th. If the applicant cancels before anticipated occupancy in Spring Semester December 15th, then the $150 deposit will be refunded by the Lessor to the Lessee. Any additional cleaning and/or repair cost must be deducted from the deposit. Lessor reserves the right to cancel or alter the terms of this rental agreement without the lessee's consent.

4. After the resident vacates the apartment, returns all assigned keys to the Resident Assistant and is checked out by the Resident Assistant, the $150 deposit will be refunded if his/her financial obligations to UT Martin are cleared. Any additional cleaning and/or repair cost will be deducted from the deposit. Lessee will be responsible for any damages not found and for any losses of the damage deposit.

5. If Lessee accepts 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 is responsible for all damages/deficiencies found in the apartment when vacating.

6. The Bedroom shall be used solely as a private residence dwelling only 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 identifiable.

8. Said apartment shall be occupied and used 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 reserves the right to alter, change, and improve the apartment.

9. Said apartment shall be used exclusively by Lessee 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 reserves the right to alter, change, and improve the apartment.

10. Lessee shall (a) keep no 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 or exterior of the dwelling; (c) make no decommissioned/installed or removed/installed in the electrical wiring, plumbing, or other fixtures therein; (d) install no new water closets or fixtures; and (e) install no new electrical fixtures or water closets or fixtures.

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 month the premises the sum of four thousand nine hundred dollars ($4,900). The first payment of $2,450 will be due in August and the second payment of $2,450 will be due in January. One bedroom units will rent for an additional $500 per semester. Rent is due on the 15th of each month, and interest or overdue rent will be charged at 1% per month. Accounts are considered delinquent if rent is 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 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 believe that the Lessee is vacating the Lessee's apartment, and the University may take the Lessee's apartment into its inventory. A rent payment mailed, but not received by twenty (20) days after the due date is not considered paid. Failure to pay rent when due can be considered cause to discontinue data connection and cable television and may subject Lessee to other legal remedies in an effort to collect rent and/or eviction Lessee.

13. Rent during the term of this agreement is subject to increase with a thirty (30) day notice; however, increases, if any, are generally effective July 1 of any year.

14. University assumes no liability for loss or damage to the Lessee or to Lessee's personal property. University recommends that Lessee obtain insurance to cover all property included in the 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.

15. Cable television and data connection will be furnished by the University in the dining room area of the apartment, the cost of which is included in the rent. Lessee shall be responsible for paying the cable service.

16. 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.

17. Subleasing is not allowed without University approval.

18. 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.

19. Lessee shall keep the apartment 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 unprocessed tobacco is not permitted 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. Detectors should be in good working 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 payment of any damages.

20. 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.

21. Periodic inspections of all apartments, pest, and rodent control, and rodents shall be conducted by the University, requests for exemptions due to allergies or other upper respiratory disorders, and/or pregnancy must be accompanied by a written doctor's statement.

22. Any motor vehicle(s) which are in Lessee's possession shall be properly registered in accordance with University traffic and parking regulations, shall display the appropriate University stickers and/or permits, and shall be parked only in authorized areas. Visitors will need to follow UT Martin parking regulations.

23. Tennessee law prohibits the presence, storage or possession of firearms and weapons (including but not limited to shotguns, pistols, rifles, dynamite cartridges, bombs, grenades, mines, bowie knives, daggers, blackjacks, or any weapon of the like kind) on University property. Possession, consumption or sale of alcohol and illegal drugs is prohibited on University property. Any use or distribution of any drug as defined by law on University property is prohibited and could result in termination. Firearms may be registered and stored at the Department of Public Safety. Alcoholic beverage containers with or without alcohol or used as decorations are not permitted.

24. Lessee is responsible for being cognizant of information printed in the monthly newsletter from the UT Martin Housing Staff.

25. Solicitation is prohibited on University property. Lessee should report violators to the Department of Public Safety.

26. The University reserves the right to sell or otherwise dispose of any personal property left at the interior/exterior of said apartment after thirty (30) days of termination of the lease.

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 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. This lease may be terminated by the Lessor by giving Lessee thirty (30) days' notice.

28. 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 the deposit shall be refunded, and University after giving a thirty (30) day written notice to Lessee of the breach may enter upon the premises and take possession of the premises and the term of this rental agreement shall end as set out in the thirty (30) day notice.

29. Should 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 will pay University attorney's fees and all reasonable costs of litigation.

30. The covenants and conditions contained herein shall apply to and bind the heirs, legatees and assigns, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

31. 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. Such permission is at the sole discretion of the University. If permission is not requested or received, Lessee is responsible for the rent for the remainder of the lease or the balance of the month from the date 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 discipline, rent charges may be prorated to the day lessee vacates the apartment. In such case, the full deposit is non-refundable. If Lessee is expelled from University Village Phase II, to complete an application, the required deposits, sign a lease with the University, and take on the responsibilities for the space previously held by the Lessee.

32. 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.

33. 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:

Lessee:

Date: