

RENTAL AGREEMENT
AUSTIN PEAY STATE UNIVERSITY
EMERALD HILL APARTMENT LEASE

THIS LEASE, made and entered into the date signing hereof, by and between Austin Peay State University, An Equal Opportunity University, hereinafter called, "Lessor," and

_____, hereinafter called, "Lessee." WITNESSETH:

IT IS MUTUALLY AGREED, between parties on the consideration, terms, and provisions hereinafter set out as follows:

Lessor hereby leases to Lessee a certain dwelling in Lessor's Emerald Hill Apartment Complex. Lessee shall pay rent to the Lessor for the use and occupancy of the leased apartment payable in advance without demand. Rent is payable on the first day of each month. If not paid by the 5th of the month, a late rent letter will be sent to Lessee. Once an assignment has been made, payment of first month's rent is due before lessee can move in. Said rent will be prorated if lessee does not move in on the 1st of the month.

1. **USE OF DWELLING:** Lessee agrees to use the dwelling as a residence for self, and (in case of married or single parent), dependent children. The lessee agrees to abide by all laws, rules, and regulations of the State of Tennessee and any rules and regulations of its political subdivisions, federal rules, regulations and laws, authorized state agencies, and Austin Peay State University (refer to handbook, Notes for Family Living, and all other University publications), which rules and regulations are incorporated herein by reference.

2. **TERMINATION OF RENTAL CONTRACT:**

- a. **BY THE LESSEE:** A request for the termination of this rental agreement must be made in writing not less than (30) days prior to the intended date of vacating. Failure to give a 30 day notice will result in forfeiture of deposit. The rental contract is not transferable.
- b. **BY THE UNIVERSITY:** The University may terminate this lease at any time effective on or after check-in by giving written notice to the Lessee at least 30 days prior to the date when such termination becomes effective.

Termination for cause: The University may in its sole discretion terminate this Agreement at any time if the Lessee violates any of the terms of this contract, including the published University-Housing Residence Life policy which is incorporated into this Agreement by reference, or the Lessee loses status as an enrolled student for any reason. Except as otherwise provided in this Agreement, the Lessee will be given twenty-four (24) hour notice to vacate the premises. If the lessee fails to vacate the premises in a timely manner, all legal costs associated with the eviction will be charged to the Lessee.

c. **Destruction:** If the leased premises are totally destroyed by fire or other casualty, or are otherwise deemed by the University to be unsuitable for occupancy, this Agreement shall terminate.

d. **Abandonment:** The Lessee must notify the University in advance of any planned absence from the premises in excess of (30) consecutive days. If the Lessee is absent from the premises in excess of (30) consecutive days without notifying the University, the University may treat the premises as abandoned and shall have the right to immediately terminate the lease and re-enter and take the premises.

In addition, the University shall have the right to take possession of any contents located in the premises at the time of termination. The University shall hold said contents for the benefit of the Lessee for an additional (30) days. If Lessee has not claimed said contents within (30) days of termination, the University may sell said contents and apply the proceeds of the sale to any amounts due and owing to the University by Lessee.

3. **PAYMENT OF RENT:**

Payment of rent is due and payable on the first of each month at the Business Office. Rent shall begin when the keys are issued or when personal belongings are moved into the apartment.

LATE RENT: A late rent letter will be sent for payments not received by the fifth of the month. A thirty (30) day eviction notice will be in effect for rent not received by the 15th of the month.

4. **DEPOSIT**

A \$95 reservation deposit becomes a damage deposit after the lessee occupies the apartment and it is refundable when the lessee vacates, providing there is a (30) day written notice of intent to vacate; all keys are returned; and the apartment is left in clean condition and in good state of repair.

5. **LESSEE'S MISCELLANEOUS RIGHTS AND RESPONSIBILITIES:**

- a. Each apartment will be equipped with a stove, a refrigerator, ac/heating unit in each room, high speed internet connection, extended basic non-premium cable service, electricity and water service. Local telephone service is included in the monthly rent. Equipment may not be moved at any time. Lessee shall be responsible for payment of all other utilities not mentioned in this provision.
- b. The Lessee will exercise reasonable care for and maintain acceptable standards of cleanliness in the assigned apartment. The Lessee will not make any structural, electrical, or plumbing changes in or about the apartment. Use of nails, screws, paint, wallpaper, or other materials need prior approval from Housing/Residence Life.
- c. The Lessee is responsible for the assigned apartment and its contents, and will be charged for any damage occurring during the term of occupancy. The Lessee who damages University property through negligence or willful actions will be financially liable and subject to disciplinary action.
- d. The Lessee shall not have pets, other than fish, in the apartments. Any aquarium must not have more than a twenty (20) gallon capacity.
- e. The Lessee is responsible for keeping apartment and breezeway areas clean and for properly disposing of trash in the outside dumpsters. Trash and/or personal property may not be stored in the electrical meter/breaker alcoves.
- f. The Lessee is responsible for the actions of their guests/children or co-renter. Failure to supervise or restrain the actions of the guests/children or co-renter may result in disciplinary actions or termination of lease.
- g. The Lessee is responsible for obtaining and complying with all information and updates of information released from the Office of Housing/Residence Life or any other University office.
- h. The Lessee may not assign or sublet all or any part of the leased premises without the written consent of the University.

6. **THE UNIVERSITY'S MISCELLANEOUS RIGHTS AND RESPONSIBILITIES:**

- a. The University reserves all rights pertaining to assignment or reassignment of apartment space.
- b. The University, or its agent, shall make all repairs and renewals necessary or advisable to keep said premises, both inside and outside, from deteriorating in condition.
- c. The University reserves the right to enter and inspect the leased premises, and to render services and make any necessary repairs to the premises.
- d. The University will not be liable for any disruptions of service which are beyond its control, and which are restored within a reasonable period of time. This includes, but is not limited to: Natural disasters (earthquake, tornado, flood, etc.), broken water mains, electrical service, disruptions from storms, gas line problems.

7. **LIABILITY:**

The Lessee covenants and agrees that s/he will indemnify, protect, and save harmless the University against and from all claims, demands, damages, suits or causes of action whatsoever asserted by any person, firm or corporation arising out of or in any way connected with the use and occupancy of the leased premises by Lessee, and s/he will reimburse the University for all costs and expenses, including attorney's fees, which may be incurred by the University in connection with any such claims, demands, causes of action or suits. Any claim alleging personal injury or property damage resulting from the negligence of the University, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the University shall be expressly limited to claims paid by the Commission.

8. **NOTICES:**

All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and hand delivered to the following addresses, or when deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the University at:
Office of Housing/Residence Life
PO BOX 4596, Clarksville, TN 37044

To the Lessee at:
371 Patrick St. APT____, Clarksville, TN 37040

9. This Agreement shall be governed by the laws of the State of Tennessee.

10. If any part of this Agreement shall be voided by a court of competent jurisdiction, the remainder of the Agreement shall be of full force and effect.

Name _____

Apartment _____

Resident Signature _____

Housing Staff Signature _____

Date _____

Date _____