

LEASE AGREEMENT

Lincoln Memorial University ("Landlord's Agent" or "Agent"), acting on behalf of Landlord, hereby leases to _____ ("Tenant"), Apartment # _____ of Building # _____, located at 134 Brooklyn Street, Cumberland Gap, Tennessee ("Leased Premises"), for a term of 12 months, commencing on the 5th day of July, 2010, and concluding on the 30th day of June, 2011.

DEFINITIONS:

- A. LANDLORD'S PROPERTY shall include all of the property owned by the landlord, except for the leased premises including but not limited to the hallways entry areas, parking areas, lounges, meeting rooms, study rooms, weight training or similar facilities, swimming pool, cookout/picnic areas, and etc.
- B. LEASED PREMISES shall mean the portion of property identified as the unit or apartment which is being leased to the tenant.

TERMS AND CONDITIONS OF LEASE:

I. RENT PAYMENTS

Tenant shall pay rental payments of \$_____ on the ____ day of ____ and _____.

II. DAMAGE TO LEASED PREMISES - DEPOSIT

- A. A refundable deposit of \$500.00 shall be paid by Tenant prior to Tenant's taking possession of the Leased Premises.
- B. Tenant and Landlord (through Agent) shall inspect the Leased Premises prior to Tenant's taking possession. They shall complete and sign a Condition Checklist noting any existing damage to the Leased Premises upon possession. This Checklist is made a part of this agreement by reference. Upon surrender of Leased Premises by Tenant, a second joint inspection shall be arranged, and Tenant shall be responsible for the repair of all damage not noted on the initial Checklist (normal wear and tear excepted). The deposit referred to above will be refunded after the deduction of any repairs noted upon the final Condition Checklist and assessments made as outlined in Section III. Tenant agrees that damages caused by Tenant's agents, employees, or guests are the responsibility of Tenant.

III. RESPONSIBILITIES OF TENANT

- A. Tenant agrees to be obligated for the entire term of this Lease, unless Tenant shall, prior to the expiration hereof, cease to be a student at Lincoln Memorial University.
- B. Tenant agrees to keep Leased Premises in a clean and sanitary condition at all times during tenancy.
- C. Tenant will at all times be responsible for all activities that take place upon the Leased Premises and Landlord's Property. It is a violation of this Agreement and grounds for immediate eviction for Tenant to either engage in, or permit others to engage in, any activity in contravention of local, state, or federal law, or which would pose an imminent

danger of property damage or physical harm to other Tenants or the public at large. Tenant shall also not engage in or allow any nuisance activities, including but not limited to loud, harassing, or disorderly conduct, loud music, television volume, etc.

- D. Leased Premises may be occupied only by Tenant and, if applicable, any additional parties approved by Landlord's Agent upon the commencement of this Agreement. The Tenant may not assign this lease or sublet all or any part of Leased Premises.
- E. Tenant understands and agrees that all residents of Leased Premises must have attained a minimum age of 21. Exception to this restriction applies only in the case where Tenant's spouse will reside with Tenant, and that spouse has not yet attained age 21.
- F. No changes or alterations may be made to Leased Premises without the written consent of Landlord's Agent. Should such consent be given, it shall become a part of this Agreement by reference.
- G. Tenant shall utilize all lavatories, sinks, toilets, and other water and plumbing facilities only for the purposes for which they were constructed and intended. Tenant shall not allow any dirt, rubbish, sand, rags, ashes, hair or other substances to be thrown or deposited therein. Any damage to any such facilities and the cost of clearing or repairing plumbing obstructions resulting from misuse shall be borne by Tenant.
- H. Tenant understands that Leased Premises are being delivered with the furnishings and appliances listed on Attachment "A", made a portion of this agreement by reference. These furnishings and appliances shall not be removed from Leased Premises by Tenant.
- I. Tenant shall keep all Landlord-provided furnishings and appliances clean and in good repair. Any damages incurred will be billed to Tenant directly, or deducted from the deposit referred to in Section II, above.
- J. Tenant is solely responsible for loss or damage to Tenant-owned property. Landlord and Landlord's Agent strongly recommend that Tenant procure adequate insurance coverage ("Renter's Insurance") to repair or replace property lost or stolen from Leased Premises. Neither Landlord nor Landlord's Agent shall be liable or responsible for any loss or damage sustained by tenant, unless such loss or damage should result from the acts or negligence of Landlord or Landlord's Agent.
- K. Tenant is solely responsible for disposal of all refuse into the receptacles provided by Landlord.
- L. Consumption of alcoholic beverages is restricted to the Leased Premises. No open containers of alcoholic beverages are permitted on any of the Landlord's Property, unless specifically designated. Tenant may host social events utilizing common areas at which alcoholic beverages may be permitted only with written permission of Landlord's Agent.
- M. Smoking or other tobacco use shall not be permitted within Leased Premises except in designated provided areas. Landlord may, at its option, provide a smoking area for the use of Tenant and his/her guests.
- N. Pets shall not be permitted on Leased Premises or Landlord's Property.

- O. Tenant may operate and park bicycles, as well as automobiles and other motorized vehicles owned by Tenant on Landlord's Property in areas designated by Landlord. Except for bicycles, no non-motorized vehicles (including but not limited to boats, boat trailers, lowboys, tool trailers, travel trailers, etc.) may be parked on Landlord's Property. Tenant may not maintain more than two vehicles on Landlord's Property at a time. No disabled vehicles shall remain for longer than a week. No vehicle repairs, other than emergency repairs, shall be made on Landlord's Property. Landlord's Agent reserves the right to issue parking permits for all Tenant-owned vehicles, and to assess an additional fee to offset the cost of producing and distributing such permits. Neither Landlord nor Landlord's Agent make any assurance of any kind regarding the availability of parking spaces or the proximity of any parking to the Leased Premises or Landlord's Property.
- P. Landlord or Landlord's Agent may, at their sole discretion, provide areas for guest parking on the Landlord's Property, and restrict guests to parking in designated areas. Guests will be required to obtain a guest vehicle permit and display it at all times while their vehicle is on the Landlord's Property.
- Q. Tenant agrees that the operation of motor vehicles upon Landlord's Property is subject to local traffic laws and regulations, and that Landlord or Landlord's Agent reserves the right to revoke the privilege of operating a motor vehicle upon the property in case of unlawful or reckless operation by Tenant, or for violation of parking regulations on Landlord's Property.
- R. Landlord or Landlord's Agent may, at their sole discretion, provide auxiliary facilities for the use and enjoyment of Tenant upon the Landlord's Property. **TENANT EXPRESSLY WAIVES ANY AND ALL CLAIMS ARISING FROM THE USE OF THESE FACILITIES. TENANT FURTHER ASSUMES ALL LIABILITY FOR INJURIES TO THE TENANT'S GUESTS ARISING FROM INTENTIONAL MISUSE OR NEGLIGENCE IN USE OF SUCH FACILITIES BY TENANT'S GUESTS.**
- S. Tenant shall be responsible for all acts committed by any guest visiting the Leased Premises and Landlord's Property and agrees to hold Landlord and Landlord's Agent harmless for damages or injuries sustained by guests while visiting the Leased Premises or Landlord's Property.
- T. Tenant shall not display or hang any laundry, clothing, sheets, flags, banners, etc. from any window, rail, porch, balcony, or common or multi-use area on Leased Premises or Landlord's Property.
- U. Tenant shall advise Landlord's Agent of Tenant's intent not to re-lease Leased Premises in writing not later than 30 days prior to the end of this lease. Failure to provide such notice will result in forfeiture of the deposit referred to in Section II hereof. This forfeiture shall be in addition to any assessment for damages which may be applicable to Leased Premises being vacated.
- V. In the event of default hereunder, Tenant will forfeit the deposit referred to in Section II hereof. Additionally, Tenant agrees to pay Landlord or Landlord's Agent any and all fees, costs, assessments, court costs, reasonable attorney's fees, etc. which may become necessary in the enforcement of the provisions of this Lease.

IV. RESPONSIBILITIES OF LANDLORD OR LANDLORD'S AGENT

- A. Landlord's Agent reserves the right to enter and inspect Leased Premises at any time, with 24 hours' notice to Tenant. Tenant hereby expressly waives this notice requirement in the case of imminent danger of loss of life or destruction of property.
- B. Landlord will provide, via its Agent and at no additional cost to tenant, electricity, water, sewer, basic cable television, and internet access via the Landlord's Agent's existing network. Local telephone access will also be provided, however, no long distance service or telephone equipment is provided. Neither Landlord nor Landlord's Agent are responsible for any damages to Tenant-owned property resulting from that property's being connected to any of these services. Landlord and Landlord's Agent reserve the right to assess a charge to the Tenant for excessive use of any of these services, if it can be clearly demonstrated that such excessive use was a result of Tenant's negligence or intentional misuse. Use of the provided computer network shall be governed by the terms of the Lincoln Memorial University Fair Use of Technology Policy, as the same may be amended from time to time.
- C. Landlord or Landlord's Agent will provide, at no additional charge, refuse collection from an identified central disposal point. Tenant is responsible for observing all rules and regulations regarding items permissible for disposal. The cost of collecting and disposing of any items not eligible for disposal shall be the sole responsibility of the Tenant.
- D. Landlord or Landlord's Agent shall, at their expense and convenience, provide custodial services for all of the Landlord's Property. Neither Landlord nor Landlord's Agent are responsible for pick up, cleaning or removal of Tenant-owned items left in common areas. At no time shall Landlord or Landlord's Agent be responsible for any cleaning or custodial services anywhere within the Leased Premises, except where such services are required subsequent to maintenance or repairs by employee(s) or agent(s) of Landlord or Landlord's Agent.
- E. Landlord or Landlord's Agent will, through their employees or agents, provide routine maintenance to Leased Premises and/or to Landlord-owned furnishings and appliances, upon the request of Tenant. In no case will the Landlord, Landlord's Agent, or their employees or agents provide any maintenance or repair services to any Tenant-owned property, equipment, appliances or furnishings.
- F. Landlord's Agent will provide, at its expense and at times it deems appropriate, such onsite or on-patrol security services as needed to adequately safeguard the Landlords' property and tenants.

V. GENERAL PROVISIONS

- A. Damage to or destruction of Leased Premises shall not relieve Tenant of its obligations under this Agreement.
- B. A fee of thirty dollars (\$30.00) will be assessed to Tenant in the event Tenant's bank should dishonor Tenant's check for any reason.
- C. In the event Tenant fails to substantially comply with the terms of this Agreement, including any exhibits or attachments hereto, Landlord's Agent shall have the right to declare this Agreement null and void, re-enter and take possession of Leased Premises. Such repossession shall not act as a bar to the collection of damages for breach of this

Agreement, or for actual damages to Leased Premises during the term of this Agreement.

- D. This Agreement, including all exhibits and attachments, constitutes the entire agreement between the Tenant and Landlord as regards Leased Premises. This agreement may not be modified in any manner other than by mutual agreement in writing signed by all parties hereto. The terms, covenants, and conditions herein contained shall be to the benefit of and be binding upon Landlord, Landlord's Agent, and Tenant, except as may be otherwise expressly provided in this lease. This agreement will be governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, Landlord's Agent and Tenant have duly executed this lease agreement as of the day and year first above written, each acknowledging receipt of an executed copy hereof.

Tenant: Signature _____ Date _____

Printed Name: _____

Landlord's Agent: Lincoln Memorial University

By: _____ Date _____