

THE STATE OF TENNESSEE  
COUNTY OF KNOX

## LEASE AGREEMENT

ADVENT HOUSE, SEVENTH-DAY ADVENTIST STUDENT CENTER  
1918 TERRACE AVENUE  
KNOXVILLE, TN. 37916

**PAYMENTS:** PO BOX 3067, KNOXVILLE, TN 37927

This Lease Agreement (hereinafter sometimes "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **Advent House Seventh-day Adventist Student Center of Knoxville, Tennessee** (hereinafter "Owner"), and \_\_\_\_\_, (hereinafter "User"), and sets forth the terms for the User's rental of Owner's Apt A \_\_\_\_, Apt B \_\_\_\_, Front Room \_\_\_\_, Rear Room \_\_\_\_, Small Room \_\_\_\_, or Big Room \_\_\_\_ to be used by User as a lawful private dwelling for the duration of this Agreement.

### LEASE TERM

1. Occupancy under this Lease Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and continue until 7:00 P.M. on \_\_\_\_\_, 20 \_\_\_\_.

### LEASE RENEWAL/OBLIGATIONS OF USER UPON EXPIRATION OF THIS LEASE AGREEMENT

2. The User must submit a written application to the owner, conveying the User's desire to enter into a new Lease Agreement, at least thirty (30) days in advance of the expiration of the above-stated Lease term. Otherwise, upon the expiration of the Lease Agreement, the User shall return possession of the leased premises to the Owner, in as good a state and condition as it was at the commencement of this Agreement, reasonable use and wear and tear excepted. User shall not commit waste nor damage in any way to the leased premises.
  - **Early Vacation of Leased Premises:** User shall pay rent throughout the lease term. Early vacation of the leased premises shall not release User from his or her responsibilities and obligations under the Lease Agreement.

### RENTAL PAYMENTS

3. User shall pay Owner \$\_\_\_\_\_ in equal monthly installments of \$\_\_\_\_\_ by the **first day (1<sup>st</sup>)** of each month throughout the lease term. Payment of the monthly rental installments may be made either by check or money order. If payment of a monthly rental installment is made by check, said check shall be made payable to the order of **Advent House** and shall be **mailed to Beverly Duckett, P.O. Box 3067, Knoxville, Tennessee, 37927**. User shall pay each monthly rental installment required under this Lease Agreement as specified, without notice or demand. **If payment of a monthly rental installment is not received by the 5<sup>th</sup> day of the month, a "late fee" equal to 10% of a monthly rental installment shall be added to the past due monthly rental installment amount and shall be due and payable immediately.** If User makes a rental installment payment by check and that check is returned for insufficient funds, User shall pay all remaining monthly rental installments by cashiers check or money order. If these arrangements cannot be met due to unforeseen circumstances, User must notify Beverly Duckett, Treasurer, immediately. (Failure to notify Beverly Duckett immediately may result in termination of the Lease Agreement pursuant to Section 12 of this Lease Agreement.)
  - a. **Time is of the Essence:** Time is expressly made of the essence in this agreement. Acceptance, by the Owner, of any past due monthly installments shall not be considered a waiver of this clause.
  - b. **Whole Unit Rental: Applicable Only to Apartments:** Apartments A and B are rented as whole units. If two (or more) Users have leased one apartment and one of those Users fails to pay his or her portion of the required monthly rental installment, the other User(s) is(are) responsible for paying the entire rental installment amount due.

**SECURITY DEPOSIT**

4. A security deposit in the amount of \$\_\_\_\_\_ shall be paid by the User to the Owner at the commencement of the Lease Agreement. The security deposit shall be held by the Owner and, subject to Subsection 5a, returned to User, without interest, less any set off for damages to the Premises, upon the termination of this Lease Agreement, if the following criteria (a-e) are met:
- a. There is no damage to the premises and possession of the premises is returned to the Owner in the same state and condition that it was in at the commencement of this Lease Agreement;
  - b. All keys are returned to the Owner;
  - c. A forwarding address is provided to the Owner in writing; and
  - d. All monthly rental installments (and other charges) have been paid and/or are current. In the instance that any rental installment is past due and/or other charges are outstanding at the termination of the Lease Agreement, the security deposit will be applied toward the past due rental installment amount and/or toward remedying damage done to the premises during User's occupancy. The security deposit shall not be applied toward the User's last month's rental installment.
  - e. See subsections 5a and 18b and 18e as they specifically reference and impact the User's security deposit.

**MAINTENANCE**

5. User acknowledges that she/he has examined the leased premises and accepts same as being in both good order and in good repair. User covenants and agrees to notify Owner of any and all necessary repairs to the leased premises within forty-eight (48) hours of User's becoming aware of the need for such repair(s). Owner agrees to endeavor to make all necessary repairs as soon as possible upon notification by the user. User covenants and agrees not to decorate, paint, alter, repair or improve the premises without approval, in advance, from the Owner.
- a. **Owner's Drawing on and User's Replenishing of User's Security Deposit:** If repairs are required due to the User's or User's invitees' act(s), a reasonable charge will be drawn from the User's security deposit. User shall be responsible for replenishing his or her security deposit, within thirty (30) calendar days thereafter, by paying an amount equal to the amount drawn from his or her security deposit to the Owner. Upon termination of the lease, if all criteria set forth in Section 4 and Subsections 4a – e are met, the User's entire security deposit, \$\_\_\_\_\_, will be returned to the User. User's failure to replenish his or her security deposit may result in termination of this Lease Agreement pursuant to Section 18 j.
  - b. **Excessive Repair Costs Resulting From User's or User's Invitees' Acts :** Where the cost of repair, due to the User's or User's invitees' act(s), exceeds the amount of the User's security deposit, the Owner may, at Owner's discretion, directly charge the User an amount equal to the cost of repair. Said charge shall be due and payable within 30 calendar days. Failure by the User to pay said charge within 30 calendar days may result in termination of the Lease, pursuant to section 18 j, and the Owner's seeking any and all legal remedies available to the Owner under the laws of the State of Tennessee.
  - c. **Damage Resulting from Turning Off Heating Units:** Damage to the leased premises, caused by turning off the heating units, shall be User's responsibility.
  - d. **Owner's Entry of Leased Premises:** Owner and Owner's agents shall have the right, at all reasonable times during the term of this Lease Agreement and any renewal thereof, to enter the leased premises for the purpose of inspecting the leased premises, for the purpose of making any repairs, additions or alterations to the leased premises that may be deemed appropriate by Owner, or for the purpose of preserving the leased premises.
  - e. **User's Obligations to Assist in Maintaining a Safe Leased Premises:** To assist in maintaining a safe and healthy leased premises, User shall:
    - i. Not obstruct the driveways, sidewalks, courts, entryways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
    - ii. Not cause or permit any locks or hooks to be placed upon any door or window without the prior, written consent of Owner;

- iii. Keep all air conditioning filters clean or replaced and free from dirt; and
- iv. Keep all lavatories, sinks, toilets and all other water and plumbing apparatuses clean and in good order and shall use same only for the purposes for which they were constructed. User shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus(es) and the cost of clearing stopped plumbing resulting from misuse shall be the User's responsibility and shall be addressed pursuant to Section 5b of this Lease Agreement.

#### **UTILITIES**

- 6. Owner shall pay the charges for gas, electric, water and sewer utilities along with the charges for computer access on the leased premises. Owner is not financially responsible for additional phone lines run to the rental rooms.
  - **Utilities: Applicable Only to the Apartments:** Electricity and telephone service, (hereinafter "utilities"), shall be placed in the User's name at the commencement of this Lease Agreement. All charges for said utilities shall be paid directly by the User, including any required deposits with and/or payments to the utility company(ies) during occupancy.

#### **FIRE AND OTHER CASUALTIES**

- 7. In case of damage by fire or other casualty to the building in which the leased premises is/are rented, if damage renders the leased premises untenable, this agreement shall cease, and the rental installment due shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire or other casualty, Owner shall repair the damage with reasonable dispatch, and, if the damage has rendered the leased property untenable, in whole or in part, there shall be an apportionment of the rental installment(s) due until the damage has been repaired.

#### **PERSONAL PROPERTY INSURANCE**

- 8. User may insure, if desired, and keep insured, all personal property placed or stored on the leased premises at User's expense. Owner does not provide insurance on User's property and Owner is not responsible for loss to User's property, whether due to theft, casualty or otherwise.

#### **LIMITATION OF OWNER'S LIABILITY TO USER**

- 9. User acknowledges and agrees that neither the Owner nor its agents shall be liable to User, or any person acting on behalf of User, for any injury or damage to User or his/her property, in connection with the leased premises. User further acknowledges and agrees that neither the Owner nor its agents shall be liable to User, or any person acting on behalf of the User, for any injury or damage to User or his/her property resulting from bursting, stoppage, or leaking of water, gas, sewer, or steam pipes.
  - User covenants not to, under any circumstances, seek damages against the Owner in excess of Owner's insurance policy limits for any claim that would be and/or is covered by Owner's insurance.

#### **INDEMNIFICATION**

- 10. Owner shall not be liable for any damage or injury of or to the User's family, guests, invitees, agents or employees. Further, Owner shall not be liable for damage to any goods or equipment on the leased premises belonging to the User's family, guests, invitees, agents or employees. User hereby agrees to indemnify, defend and hold Owner harmless from any and all claims or assertions of every kind and nature by User's family, guests, invitees, agents, or employees, including but not limited to attorney fees and costs.

#### **RELATIONSHIP OF PARTIES**

- 11. User agrees that he/she is not Owner's agent or representative and is not able to bind or obligate Owner in any way or manner.

#### **NON-PAYMENT OF RENT**

- 12. If User fails to pay any rental installment on or before the 5<sup>th</sup> day of the month, Owner may immediately terminate this Lease Agreement, with at least one (1) day written Notice to Vacate, and User agrees to

peaceably surrender and vacate the leased premises within fifteen (15) days thereafter, returning possession of the leased premises in the same condition it was at the commencement of this Lease Agreement, reasonable use and wear and tear excepted. User specifically waives User's right to Notice of Nonpayment of Rent by Landlord.

**RESPONSIBILITIES OF USER UPON EXPIRATION/TERMINATION OF THE LEASE AGREEMENT**

13. At the expiration/termination of this Lease Agreement, User shall remove all personal property, and return all keys of the premises to the Owner. The leased premises shall be left in the same condition that it was at the commencement of this Lease Agreement, reasonable use and wear and tear excepted.

**ABANDONMENT**

14. Any personal property remaining on the leased premises, after the expiration or termination of this Lease Agreement, shall be treated by Owner as abandoned property and Owner may dispose of said property by any method it elects without liability to User. Owner shall have a lien and security interest in all goods, wares, merchandise, household furniture, fixture and other property that is or shall be placed in or on the leased premises by User, in order to pay the aggregate total rent due pursuant to the term of this lease as provided by Section 1. Owner may take possession of such property and sell or dispose of same in any manner not inconsistent with the laws, Statutes, and Regulations of the State of Tennessee and apply the proceeds from such a sale or disposition first to the expenses incurred by Owner in enforcing its right hereunder, second to any amounts owed by User to Owner as a result of User's default, and third to refund any excess to User.

**ATTORNEY'S FEES**

15. Should Owner deem it necessary or appropriate to retain an attorney for the collection of rent or damages or to enforce or defend any provision of this Lease Agreement, User agrees to pay, in addition to his/her other obligations hereunder, all of Owner's attorney's fees and all associated expenses, including court and appellate court costs.

**ASSIGNMENT**

16. User shall not have the right or authority to sublease the premises, or any part thereof, or to transfer or assign this Lease Agreement, without the prior written consent of the Owner. Owner is entitled to sell and/or assign this Lease. If Owner sells the Lease Premises, all of the obligations, covenants and conditions binding on User shall continue in full force and effect and User shall be obligated to the successor in interest to the Owner.

**RENT INCREASES**

17. The Owner shall increase rent by 3% each school year unless User is provided written notice stating otherwise. Monthly rental fees shall be rounded to the nearest dollar. The Owner reserves the right to make greater rent increases upon the giving of a thirty (30) day written notice to User of its intention to do so. Upon the giving of thirty (30) days written notice by Owner of its intention to increase the rental amount (and installment rate), User shall have the option of either (1) paying the next monthly rental installment at the increased rate or (2) terminating this lease agreement and vacating the premises within thirty (30) days.

**RULES**

18. User, her/his invitees and/or authorized occupants of the leased premises shall faithfully comply with the Rules specified in subsections 18a – 18m below. Any violation of or noncompliance with subsections 18a – 18m, by the User, her/his invitees and/or other authorized occupants of the leased premises shall constitute a breach of this Lease Agreement. Neither forbearance nor election by the Owner to not exercise the rights available to it by the User's noncompliance with subsections 18a – 18m shall affect the User's duty, and ongoing obligation, to comply with subsections 18a – 18m. Similarly, neither forbearance nor election by the Owner to not exercise the rights available to it by the User's noncompliance with subsections 18a – 18m shall constitute a waiver of the Owner's right to exercise said rights in the instance that the User is noncompliant with subsections 18a – 18m at a later time. User expressly acknowledges that, in the event of the user's non-compliance with subsections 18a – 18m, the Owner shall maintain the right to terminate this lease and demand that the User vacate the premises upon the appropriate written notice specified below:

- a. **Noise:** Loud music, shouting, or any other loud noises which would constitute an infringement upon the rights of others who are entitled to quiet enjoyment, is prohibited on the premises. In the instance of the User's noncompliance with this rule, the Owner may provide User with a written Notice of Noncompliance specifying the acts and/or omissions constituting the breach and specifying that this Agreement will terminate upon a date not less than thirty (30) days after delivery of the notice of the breach.
- b. **Smoking, Drinking Alcoholic Beverages, Illegal Drug Use:** The smoking of any substance, or drinking of intoxicating beverages of any type, or the illegal use of any drug is absolutely prohibited upon the premises. In the instance of the User's noncompliance with this rule, the Owner may terminate User's right to use and to occupy the Premises by providing User with at least three (3) days written Notice to Vacate. User shall vacate the Premises within the timeframe provided in the Notice to Vacate.
  - Security Deposit shall be forfeited as a result of noncompliance of this rule.
- c. **Sleepovers:** No sleepovers shall be allowed without discussion and approval by the Owner's Director. In the instance of the User's noncompliance with this rule, the Owner may terminate User's right to use and to occupy the Premises by providing User with at least three (3) days written Notice to Vacate. User shall vacate the Premises within the timeframe provided in the Notice to Vacate.
- d. **Healthy Relationships:** It is expected that Users conduct themselves in a manner commensurate with healthy relationships and strive to uphold healthy boundaries between friends, in dating relationships, and/or with other acquaintances and/or visitors to Advent House. In the instance of interpersonal conflict, Users will do all they can to settle disputes that they are part of, asking assistance from the Chaplains where necessary. Users represent Advent House at all times. In the instance of the User's noncompliance with this rule, the Owner may terminate User's right to use and to occupy the Premises by providing User with at least thirty (30) days written Notice to Vacate. User shall vacate the Premises within the timeframe provided in the Notice to Vacate.
- e. **Pets:** Pets (and visiting animals) are not allowed at Advent House. In the instance of the User's noncompliance with this rule, the Owner may terminate User's right to use and to occupy the Premises by providing User with at least three (3) days written Notice to Vacate. User shall vacate the Premises within the timeframe provided in the Notice to Vacate.
  - Security Deposit shall be forfeited with noncompliance of this rule.
- f. **Miscellaneous Violations:** Certain activities and/or actions by Users may be deemed by the Director and the Board of Directors for the Owner as not consistent with the values held by Advent House. If such activities and/or actions take place then the Owner reserves the right to terminate this lease at any time upon at least three (3) days written notice to vacate. User shall vacate the premises within the timeframe provided in the Notice to Vacate.
- g. **Inspections of Premises to Ensure Compliance with Subsections 18b – 18e:** To ensure compliance with subsections 18b – 18e, Owner may enter and inspect the Leased premises, at any reasonable time, upon 24 hour written or verbal notice. In the instance that the User refuses such reasonable inspection, Owner may provide User with a written Notice of Noncompliance specifying the acts and/or omissions constituting the breach and specifying that this Agreement will terminate upon a date not less than three (3) days after delivery of the notice of the breach if not remedied in that timeframe. If User fails to remedy the default within the required timeframe, owner may immediately terminate this Agreement, and User shall immediately vacate the Premises.
- h. **Attendance of Advent House Functions:** All Users shall attend a minimum of two Friday night gatherings each month and participate in a minimum of one other planned activity of the house. If User is unable to attend a particular program, communication with the Director shall take place prior to the event. In the instance of the User's noncompliance with this rule, Owner may provide User with a written Notice of Noncompliance specifying the acts and/or omissions constituting the breach and specifying that this Agreement will terminate upon a date not less than thirty (30) days after delivery of the notice of the breach if not remedied in that timeframe. If User fails to remedy the default within the required timeframe, Owner may immediately terminate this Agreement, and Tenant shall immediately vacate the Premises.

- i. **Work Bees:** All Users shall be an active part of the spring and fall Work Bees or receive and complete an assignment prior thereto. All users share in the duties of the upkeep of the house, yard and premises. Assignment of such duties will be handled through the periodic house meetings. In the instance of the User's noncompliance with this work bee requirement, Owner may provide User with a written Notice of Noncompliance specifying the acts and/or omissions constituting the breach and specifying that this Agreement will terminate upon a date not less than thirty (30) days after delivery of the notice of the breach if not remedied in that timeframe. If User fails to remedy the default within the required timeframe, Owner may immediately terminate this Agreement, and Tenant shall immediately vacate the Premises.
- j. **Continuing and/or Repeated Non-Compliance with Advent House Rules:** Any subsequent or continuing default, due to User's noncompliance (even via a single act) with Rules 18a-18m or any other obligation, covenant or representation of User under this Lease, within three (3) months of a prior written warning by Owner of a non-compliance or default, Owner may deliver to User a written Notice to Vacate specifying the default and Owner's intent to terminate this Agreement. In such event, Owner may terminate this Agreement, and User shall have fourteen (14) days from the date that the notice is delivered to vacate the Premises.
- k. **Material Noncompliance with Lease Agreement:** Any material noncompliance by User with this Agreement (including, but not limited to, material falsification of the information provided on the rental application--such as untrue or misleading information about the number of occupants in the dwelling unit, pets, income of prospective user, social security number, and current employment listed on the application or lease agreement—or failure to replenish the User's security deposit within thirty (30) calendar days after a fee has been drawn on his or her security deposit pursuant to Subsection 5a) Owner may provide User with a written Notice of Noncompliance, specifying the acts and/or omissions constituting the breach, and specifying that this Agreement will terminate upon a date not less than thirty (30) days after delivery of the notice if the breach is not remedied in that timeframe. If User fails to remedy the default within the required timeframe, Owner may immediately terminate this Agreement, and User shall immediately vacate the Premises.
- l. **Violent Acts:** Violent or threatening act(s) and/or behavior(s) and/or statements are strictly prohibited. In the instance of noncompliance with this rule, by User or User's invitees, Owner may terminate User's right to use and occupy the premises by providing User with at least three (3) days written Notice to Vacate. User shall vacate the Premises within the timeframe provided in the Notice to Vacate.
- m. **Firearms:** The possession or carrying of any firearm on Advent House property is strictly prohibited. In the instance of noncompliance with this rule, by User or User's invitees, Owner may terminate User's right to use and occupy the premises by providing User with at least three (3) days written Notice to Vacate. User shall vacate the Premises within the timeframe provided in the Notice to Vacate.
- n. **Notice of Violation:** Any notice required under this Section shall specify the violation that has been committed and shall be effective from the date of receipt of the notice by the User or from the date that such notice is either left at User's premises, if Owner cannot located User.
- o. **Misc. Obligations of User upon Termination of Lease Agreement:** Upon termination of this Agreement, for any reason, Tenant shall return all keys and/or other opening devices to Owner. In addition, all unpaid rents payable during the remainder of this Agreement or any renewal period shall be accelerated without notice or demand.
- p. **Additional Misc. Obligations of User upon Termination of Lease Agreement:** Upon termination of this Agreement for any reason, User shall remain fully liable to the Owner for (1) lost rent and any other financial obligation imposed by this Agreement; (2) Owner's cost of reletting the Premises including but not limited to leasing fees, utility charges, and any other fees necessary to relet the Premises; (3) repairs to the Premises for User's use that are beyond normal wear and tear; (4) all of Owner's costs associated with evicting User, including but not limited to court costs, costs of service, prejudgment interest, and all of Owner's attorney's fees; (5) all of Owner's costs associated with collecting amounts due under this Agreement, including but not limited to debt collection fees; after charges, and returned check charges; (6) and any other recovery to which Owner is entitled by law or in equity.

**CORPORATE OWNERSHIP**

19. Owner’s agent authorized to accept Service of Process is Gerald M. Hazekamp, 5044 University Drive West, Collegedale, TN 37315

**AMENDMENTS**

20. Owner and user agree that no substantive changes or amendments to this Agreement will be effective unless they are in writing and signed by both parties. Owner and User agree that this Agreement contains the whole contract of the parties and supercedes any other agreements or understandings.

**GOVERNING LAW/CHOICE OF JURISDICTION AND VENUE**

21. This Lease shall be governed by the laws of the State of Tennessee; any action filed pursuant to the Lease Agreement between \_\_\_\_\_ and Advent House shall be filed in either (1) the General Sessions Court for Knox County, Tennessee, or (2) the Circuit Court for Knox County, Tennessee.

**SEVERENCE**

22. If any Section or Subsection or Subsubsection of this Lease Agreement is judicially deemed invalid pursuant to the laws of the State of Tennessee, said portion or section shall be severed and the remaining portions and sections of the lease shall remain in full force.

**HEADINGS**

23. The headings used in this lease are for convenience purposes only and are not intended to have any specific legal significance.

**RESIDENT CONTACT INFORMATION**

E-mail address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Parent/ Guardian Name: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

Phone: \_\_\_\_\_

In Witness whereof, Owner and User have signed this Agreement on the date written above:

Owner \_\_\_\_\_  
(Please Print) (Signature)

User(s) \_\_\_\_\_  
(Please Print) (Signature)

\_\_\_\_\_  
(Please Print) (Signature)

Date: \_\_\_\_\_