

ROOM LEASE AGREEMENT

Internship Housing Agreement

THIS ROOM LEASE (the "Lease"), effective this [redacted] day of [redacted], 20[redacted] by and between SMOKIES HOUSING, LLC, a Tennessee limited liability company (hereinafter referred to as the "Lessor") and [redacted] (hereinafter referred to as the "Tenant").

WITNESSETH:

1. **Leased Premises.** Lessor hereby leases to Tenant, and Tenant hereby leases from Lessor, on the terms, covenants, and conditions herein, Unit [redacted] of Building [redacted] dorm located at the property commonly known as "Smokies Housing" located at 305 Gists Creek Rd, Sevierville, TN 37876 (the "Premises").

2. **Term of Lease.** The Lease term commences [redacted], 20[redacted] and terminates on [redacted], 20[redacted] (the "Term"). The Term may be extended upon the mutual, written agreement of Tenant and Landlord.

3. **Rent.** Tenant shall pay Lessor a rent in the amount of **\$100.00** per week, in advance. Rent shall be automatically deducted from Tenant's wages from Tenant's Employer. Tenant shall receive no refund of rent deducted from Tenant's wages if Tenant chooses to vacate housing prior to the end of the Term. If Tenant chooses to vacate housing prior to the end of the Term, Tenant agrees that all rent owed to Landlord through the end of the Term may be deducted from Tenant's final wages. Tenant understands and agrees the payment of rent owed to Landlord may result in a zero-balance due to Tenant of Tenant's final wages. If Tenant's employment is terminated or internship is not completed, this Lease is automatically terminated and Tenant agrees that Tenant shall receive no refund of rent previously deducted from Tenant's wages and further agrees to pay to Landlord **Two Hundred Dollars (\$200)** as liquidated damages from Tenant's final wages. Tenant understands and agrees the payment of liquidated damages owed to Landlord may result in a zero-balance due to Tenant of Tenant's final wages.

4. **Security Deposit.** Tenant shall pay Lessor a Security Deposit in the amount of One Hundred and no/100 Dollars (\$100.00) upon execution of this Lease. Tenant agrees to complete Internship Agreement in order to be eligible to receive the Security Deposit. If tenant is a no call no show or calls in for any scheduled shifts within the last three days of internship end the Tenant will forfeit full amount of Security Deposit. If any amounts are withheld from Tenant's Security Deposit, Landlord shall provide Tenant in writing of the reasons for any such deductions within twenty-one (21) days of termination of this Lease. Notice of Security Deposit withholdings shall be sent to Tenant at such forwarding address that Tenant shall provide Landlord at termination of this Lease. If evicted Tenant forfeits Security Deposit in full.

5. **Administration Fee.** Tenant shall pay Lessor a non-refundable Administration Fee in the amount of **\$ [redacted]** upon execution of this Lease. Said Administration Fee is not a Security Deposit, is non-refundable, and shall be used by Lessor for the administration of this Lease, including, but not limited to providing services to Tenant, inspection of the Premises, repair and maintenance service and documentation related to the Lease.

6. **Payment Deduction Authorization.** Tenant hereby authorizes and directs Tenant's employer to deduct from Tenant's wages all rent or other payments due under this Lease and

remit such deductions/payments to Lessor. Tenant shall sign any additional authorizations or wage assignments that may be requested by Tenant's employer authorizing the foregoing payroll deductions.

7. Continuation of Employment. This Lease shall automatically terminate upon Tenant's employment termination. Tenant shall vacate the Premises at or before the end of the Term. If employment is terminated Tenant must vacate the Premises within twenty-four (24) hours of termination.

8. Special Conditions. The attached Non-Standard Rental Provisions addendum is hereby incorporated into this Lease.

9. Shared Tenancy. Tenant's lease of the Unit shall be a shared tenancy. Lessor has the right to lease the Unit to additional tenants up to the maximum occupancy limits for the Unit and the Premises.

10. Guests. Tenant shall use the Unit for residential purposes only. Tenant may not have any overnight guests. Tenant shall be liable for any property damage, waste or neglect caused by the negligence or improper use of the Unit or Premises. Tenant is responsible for the conduct of any guest, and financially responsible for any damages, cleaning charges or any other liability resulting from the negligence or intentional acts of Tenant or Tenant's guests.

11. Right of Inspection. Lessor shall at all times have the right to enter upon the Unit and the Premises for the purpose of inspecting the Unit and the Premises, performing needed repairs or maintenance, to determine if activities prohibited by this Lease are occurring, or responding to an emergency.

12. Default. If Tenant shall at any time be in default as to the performance of any of the covenants, terms, conditions or provisions of this Lease and the Tenant shall fail to remedy such default within seven (7) days after receipt of written notice thereof if the default relates to matters other than the payment of rent and three (3) days if the default relates to the payment of rent. Upon any default, Lessor may thereupon immediately terminate this Lease. Any such termination shall not relieve Tenant of the obligation to pay rent up to the time of such termination.

13. Lessor's Obligations. Lessor shall be responsible for utilities required for the Premises for the Term of this Lease. Lessor shall be responsible for lawn care, landscaping, removal of trash in dumpster, driveway and sidewalk snow removal and all other maintenance items for the interior and exterior Premises.

14. Tenant's Obligations. Tenant will pay the rent in the manner set forth in this Lease. Tenant agrees to keep the Premises in as good an order, condition and repair as the same are at the commencement of this Lease, reasonable wear and tear excepted. Tenant shall make no alternations to the Premises, unless approved in writing by Lessor.

15. Assignments and Subleases. Tenant may not assign this Lease nor sublet the Premises. This provision applies to both voluntary assignments and assignments by operation of law.

16. Lessor Indemnification. Lessor shall not be liable for and Tenant will indemnify and save harmless Lessor from all fines, suits, claims, demands, losses and actions (including attorneys' fees) for any injury to person or damage to or loss of property on or about the Premises caused by condition of the Premises (all of which is the responsibility of Tenant), the negligence or misconduct of, or breach

of this Lease by, Tenant, Tenant's guests, invitees or by any other person entering the Premises under express or implied invitation of Tenant, or arising out of Tenant's use of the Premises.

17. Notice. All notices shall be given in writing via electronic mail or shall be personally delivered or sent to the parties at their respective addresses indicated herein by U.S. Mail, postage prepaid. The respective addresses to be used for all such notices are as follows:

(a) If to Lessor, to: E-mail: jmitchell@wildernessatthesmokies.com

SMOKIES HOUSING, LLC
c/o Ms. Jenny Mitchell
Human Resources Office
1424 Old Knoxville Hwy
Sevierville, TN 37876

(or to such other person or address as may be designated from time to time by notice in writing)

(b) If to Tenant, to: E-mail: _____

Units as set forth on Page 1
305 Gists Creek Rd
Sevierville, TN 37876

(or to such other person or address as may be designated from time to time by notice in writing)

18. Modification. No modification of this Lease shall be binding unless in writing and executed and acknowledged by all of the parties hereto.

19. Lessor's Right to Perform Tenant's Duties. If Tenant fails timely to perform any of its duties under this Lease, Lessor shall have the right (but not the obligation), after the expiration of any grace period elsewhere under this Lease expressly granted to Tenant for the performance of such duty, to perform such duty on behalf and at the expense of Tenant without further prior notice to Tenant, and all sums expended or expenses incurred by Lessor in performing such duty, including attorney's fees, shall accrue interest at an annual rate of twelve (12%) from the date of payment or performance and shall be due and payable upon notice and demand from Lessor.

20. Separate Entity. It is understood that Landlord is a distinct and separate entity from the entities owning and operating Wilderness at the Smokies. Any and all claims of Tenant arising from Tenant's occupancy under this Lease shall be the sole and exclusive responsibility of Landlord.

21. Tenant Representations. Tenant acknowledges and understands that Tenant is responsible for understanding all provisions of this Lease.

22. Counterparts. This Lease may be executed in copies, each of which executed copies shall constitute an original.

23. Applicable Law and Construction. The law of the State of Tennessee shall govern this Lease. Furthermore, the venue and jurisdiction for any claims arising out of or from this Lease shall be Sevier County, TN.

24. Entire Agreement. All understandings and agreements, oral or written, between the parties hereto are merged in this Lease, which alone fully and completely expresses the agreement between Lessor and Tenant.

IN WITNESS WHEREOF, the parties have hereunto set their hands (or caused this Lease to be executed by their authorized agents) on the date hereinbefore set forth.

LESSOR:

SMOKIES HOUSING, LLC

By: _____

* _____, Authorized Representative

TENANT:

Name

* _____

Signature

NON-STANDARD RENTAL PROVISIONS

THIS DOCUMENT IS HEREBY INCORPORATED INTO AND MADE PART OF THE ACCOMPANYING ROOM LEASE AGREEMENT (THE "LEASE")

INITIAL

1. Tenant agrees to place the Unit in as overall clean condition during lease dates and at move-out, excepting ordinary wear and tear. If the Unit is not clean when Tenant vacates, Lessor or an independent cleaning company will undertake the work, and the rate assessed to Tenant shall be at \$40.00 per hour with a minimum fee of \$100.00. If Unit is not in clean condition during weekly inspection the Tenant shall be issued a \$5.00 penalty per day until unit passes inspection.

2. Tenant agrees to maintain the overall clean condition of the kitchen and laundry facility on premises. If the facility is not kept clean the Lessor has the right to deny access to this facility. Lessor will allow access to facility after Tenant has agreed to clean facility. Timeframe of denied access will vary in length per occurrence at Lessor's discretion.

3. All windows, storm windows, screens and blinds are in place or present at check-out time and in good condition, normal wear and tear excepted. In the event windows, screens or blinds are broken, damaged or missing Tenant agrees to pay for the repair or replacement of said property.

4. All costs related to wall repair and painting as a result of unusual damage caused by resident abuse will be billed to Tenant at a rate of \$40.00 per hour plus actual materials costs. This damage may include, but is not limited to, drywall damage due to holes, nicks, scrapes; paint repair and prep due to the use of adhesives that cause damage; if the paint color was changed by Tenant, the costs to return the paint to the original color; and any other damage to the walls, appliances, or furniture beyond normal wear and tear caused during the term of the Lease.

5. Tenant may not have any pets on the premises at any time. Tenant will be assessed a penalty of \$50.00 and a \$5.00 penalty will be assessed each day that a pet remains on the premises.

6. Tenant agrees to report any problems with the heating to Lessor immediately. When Tenant controls the thermostat on the premises, Tenant agrees to maintain a temperature of at least 67 degrees. If the thermostat is found to be turned off or set at a temperature below 65 degrees, or above 70 degrees Tenant will be assessed a \$5.00 fee for each instance. In addition to the \$5.00 charge, Tenant will be responsible for all damages on the premises, other units and common areas, caused by the heat being insufficient, including but not limited to damages caused by frozen water pipes. Lessor may adjust the heat at any time it is determined that the heat is not set at a level sufficient to protect water pipes from freezing.

7. Excessive noise and/or disturbance charges: Tenant agrees that Lessor may assess the following non-rent charges to Tenant for each noise complaint and/or disturbance reported by Lessor, neighbors, other tenants, Wilderness at the Smokies employees or guests, or law enforcement officers. This shall include all noise disturbances or other disturbances, caused by persons residing in the Unit, as well as Tenant's guests and invitees, including but not limited to loud music, loud parties, excessive number of guests and/or parties, disorderly conduct by guests or Tenant, and actions constituting a nuisance. 1st noise complaint- warning; 2nd noise complaint- \$50.00; 3rd noise complaint- \$100.00.

8. Tenant shall not, in the Unit or anywhere on the Premises, engage in or permit any illegal downloading of any kind. Tenant is responsible for any guests and invitees or other persons Tenant permits to use the Unit or premises. Any illegal use of the Wi-Fi in housing will result in suspension and or termination of Wi-Fi service. Wi-Fi is a free benefit and therefore can be taken away by the Lessor at any time.

9. Tenant shall not, in the Unit or anywhere on the Premises, engage in or permit any drug related criminal activity or engage in or permit any criminal activity or other activity that endangers the health or safety of other tenants, in the Lessor's sole discretion, or engage in or permit any activity that is, in the Lessor's sole discretion, otherwise injurious to the Premises or other tenants. Instances of such conduct shall include, but not be limited to, Tenant permitting co-tenants, guests and invitees or other persons Tenant permits to use the Unit, to keep, use, manufacture, purchase, sell, possess or otherwise distribute controlled substances or drug related paraphernalia in or about the Unit or Premises. Tenant further agrees that if controlled substances are found in the Unit during the period of tenancy the existence of such controlled substances shall constitute a material non-compliance by the Tenant of this Lease Agreement.

10. Tenant may not smoke in the Unit at any time. Smoking in the Unit may result in termination of the Lease at Landlord's sole discretion. Tenant will be assessed a penalty if the Unit was smoked in while occupied by the Tenant. When the Tenant vacates, Lessor or an independent cleaning company will undertake the cleaning, and the rate assessed to Tenant shall be a \$40.00 per hour with a minimum fee of \$100.00.

11. Tenant may not use candles, incense, or open flame inside Unit or premises. Candles incense, or open flame in the Unit will result in a \$50 penalty for the first offense. Second offense will increase to a \$100 penalty and third offense will result in termination of the Lease.

12. Tenant may not tamper with fire extinguishers. Any tampering or **unnecessary** use a fire extinguisher will result in a \$150 penalty and termination of the Lease at Landlord's discretion.

13. Tenant may not cover or tamper with smoke detectors. Any tampering or covering of the smoke detectors will result in a \$50 penalty. 3 or more offences will result in termination of the Lease resulting in eviction.

14. Tenant may not consume or possess alcohol in the Smokies Housing or surrounding areas at any time. Alcohol consumption or possession in the Smokies Housing or surrounding areas may result in termination of the Lease at Landlord's sole discretion. Tenant will be assessed the following penalties in addition to having all alcohol confiscated if caught in the possession of or consuming alcohol. 1st offence is a \$25 fine, 2nd offence will be a \$50 fine, and 3rd offence will result in a \$100 fine, eviction from the Smokies Housing, and forfeiture of \$100 security deposit.

15. Tenant may not possess firearms or weapons of any kind in Smokies Housing or surrounding areas at any time. Firearm or weapon possession will result in termination of the Lease at Landlord's sole discretion.

16. All costs related to damage as a result of gross misconduct or purposeful intent caused by Tenant will be billed to Tenant in full amount. This damage may include, but is not limited to, drywall, carpet, furniture, appliances, or fixtures in the Unit or anywhere on the Premises.

17. All costs related to the removal of any infestations whether it is animal or insect is the responsibility of the tenant. Only personnel or licensed service contractors selected by Landlord will be permitted to perform infestation removal.

18. Tenant shall not add any appliance(s) to the room that was not there originally, including but not limited to: hot plates, microwaves, refrigerator, water pots, and/or coffee pot. If Tenant adds any appliance Tenant will be assessed a penalty of \$ 5.00 and appliance will be confiscated. These items will be donated and not returned.

19. If Tenant's Unit has excessive garbage/odor Tenant will be assessed a penalty of \$5.00 and a \$5.00 penalty will be assessed each additional day until the Unit is clean. Tenant agrees to place all garbage into the provided dumpsters. If tenant does not disposed of garbage properly a \$20 penalty will be issued.

20. All shower curtains are to remain inside the bathtubs at all times. Tenant must use the shower curtain at all times while bathing. If Tenant fails to properly use the shower curtain the Tenant will be assessed a penalty of \$20 per Offense.
21. Additional Causes for Lease Termination: The following actions by Tenant or Tenant's guests may result in immediate termination of the Lease: changing units without written consent of Landlord, tampering with bulletin boards, instigating disputes with other tenants, extreme incidences of intoxication resulting in damage, disorder, gross misconduct, disobeying Lease terms or rules and regulations established by Landlord, multiple instances of disturbances caused by Tenant or Tenant's guests resulting law enforcement involvement.
22. Mattress protectors are to remain on the mattress at all times. If Tenant fails to use the mattress protector and causes damage and/or stains to the mattress Tenant will be responsible for paying \$140 replacement cost for the mattress.
23. Tenant must carry keys when exiting Unit and/ or premises. If tenant is locked out of Unit or premises Tenant must contact the Resident Assistant or Authorized Landlord Representative. Tenant will be assessed a penalty of \$15 per offense.
24. Each Tenant is issued one key. Replacement keys shall cost \$20.00 per key, per occasion. No refund for a found key.
25. Any keys not returned to Lessor at or before the time of check-out will result in a re-key charge equal to the actual cost to re-key the locks including labor. Time is of the essence in regards to key return by the Tenant. All Unit and other keys must be delivered together to Lessor at or before the check-out time.
26. Tenant hereby agrees and authorizes that any fines assessed pursuant to this Agreement shall be deducted directly from Tenant's paycheck.
27. Tenant may not have any unregistered visitors in room between the hours of 10 pm and 8am. If tenant is caught with housing an unregistered visitor than Tenant will be assessed a penalty of \$50.00 per visitor and a \$25.00 penalty will be assessed each day that the unregistered visitor is on the premises
28. Right of Inspection. Lessor shall at all times have the right to enter upon the Unit and the Premises for the purpose of inspecting the Unit and the Premises, performing needed repairs or maintenance, to determine if activities prohibited by this Lease are occurring, or responding to an emergency.
29. If tenant's lease is terminated than tenant understands they are not permitted to return to Smokies Housing. If caught on property law enforcement will be contacted for trespassing.
30. Each tenant will be provided with a set of dishes that will include a dinner plate, bowl and cup. Tenant must ensure that their assigned set of dishes must be present, clean and undamaged other than normal wear and tear at time of final room inspection. If dishes are missing and/ or damaged tenant will be given the opportunity to replace missing dishes with a suitable replacement or forfeiture of full security deposit will occur.
31. Severability: Should any provision of this Agreement be determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the other provisions of the Agreement, which shall remain in full force and effect.
32. Tenant will receive a \$50 penalty if smoke detectors are set off due to leaving microwave unattended or other added appliance is improperly used. If microwave is damaged tenant will be responsible for the replacement cost of \$80 for a new microwave.

33. If Tenant engages in any form of aggression, fighting, disorderly conduct or other non-social activities Tenant will be assessed a penalty of no less than \$50.00 and up to \$150.00 depending on the severity of the incidence. Tenant will face eviction and/or law enforcement contact depending on the severity etc.

34. Lessor will perform monthly fire drills. Tenant must vacate premises within one minute of alarm starting. If Tenant refuses to vacate premises or fails to do so within one minute Tenant will be issued a \$100.00 penalty as fire drill is required by the City.

I HAVE READ THE “NON-STANDARD RENTAL PROVISIONS” AND ACKNOWLEDGE THIS POTENTIAL FINANCIAL LIABILITY. By initialing, I acknowledge that the Lessor has identified and discussed each provision with me. I understand that any of the above-referenced items and any charges identified in the House Rules Addendum may be deducted from my security deposit at the termination of my tenancy if not paid. If any of the above charges are not deducted from the security deposit, Lessor shall send a statement to Tenant, which Tenant agrees to pay upon receipt.

**LESSOR:
SMOKIES HOUSING, LLC**

By: _____

* _____, Authorized Representative

TENANT:

Name

* _____
Signature

Housing Contractual Agreement Clause:

I, [redacted], have been accepted into employment with
(Please Print Name)

Wilderness Development Corporation. or one of its subsidiaries or affiliate companies ("Wilderness") and has been guaranteed a (space) room in the SMOKIES HOUSING, LLC's ("Smokies") facilities. I have read through, understand, and agree to all of the attached terms, conditions, rules, and guidelines in the housing contract. I knowingly and voluntarily accept the room as offered and understand that this is a benefit to me. I also authorize payments for rent, the remaining balance of my total housing cost after any pre-payment and any and all amounts owed by me under a Room Lease Agreement with Smokies ("Lease") will be deducted through payroll deductions and give Wilderness the authorization to deduct these payments from my bi-weekly payroll checks as explained in the Lease. I also authorize any damages and other charges incurred through housing inspections or common area cleaning or damage fees may also be deducted as payroll deductions until the amount is paid in full. By signing this contract,

Please check one:

- I fully agree and understand to the terms and conditions of this rental contract for the Smokies Housing.
- I do not agree with the terms and conditions of this rental contract for the Smokies Housing.

Signature of Resident (Employee) [redacted] Date [redacted] / [redacted] / [redacted]

The Wilderness Resort Representative _____ Date ____ / ____ / ____

HR OFFICE USE ONLY:

Room Number Issued: _____

\$ [redacted] Administrative Fee Received? _____ YES _____ NO Date Received ____ / ____ / ____

Fee Paid By? _____ CASH _____ CHECK (List Check Number _____)

\$100.00 Security Deposit Received? _____ YES _____ NO Date Received ____ / ____ / ____

Fee Paid By? _____ CASH _____ CHECK (List Check Number _____)

Tenant Payment Option:

_____ Payment via Regular Weekly Payment Plan Through Payroll Deduction
Date of 1st Payroll Deduction: ____ / ____ / ____