ROOM LEASE AGREEMENT Internship Housing Agreement

	A LEASE (the "Lease"), effective this		
	ES HOUSING, LLC, a Tennessee limited		
as the "Lessor") and _	(hereinafter referred to as the	he "Tenant").
	WITNESSETH	:	
	<u>Leased Premises</u> . Lessor hereby leases covenants, and conditions herein, Unitonly known as "Smokies Housing" locate ").	of Building	dorm located
	Term of Lease. The Lease term cor, 20 (the "Term"). ment of Tenant and Landlord.	nmences The Term may be exte	, 20 and ended upon the
shall receive no refund the end of the Term. I all rent owed to Landlo understands and agree of Tenant's final wage is automatically termi deducted from Tenant liquidated damages fro	Rent. Tenant shall pay Lessor a rent be automatically deducted from Tenant's dof rent deducted from Tenant's wages if If Tenant chooses to vacate housing prior ord through the end of the Term may be dees the payment of rent owed to Landlord nes. If Tenant's employment is terminated inated and Tenant agrees that Tenant shall shall be a supported by the payment of the terminated inated and Tenant agrees to pay to Latom Tenant's final wages. Tenant understandlord may result in a zero-balance due to	wages from Tenant's Emp Tenant chooses to vacate he to the end of the Term, Tenducted from Tenant's final may result in a zero-balance or internship is not complete hall receive no refund of the andlord Two Hundred De- tands and agrees the payme	ployer. Tenant nousing prior to nant agrees that wages. Tenant e due to Tenant eted, this Lease rent previously ollars (\$200) as ent of liquidated
Internship Agreement show or calls in for an forfeit full amount of Landlord shall provid (21) days of terminati Tenant at such forwar	Security Deposit. Tenant shall pay Les 100 Dollars (\$100.00) upon execution of t in order to be eligible to receive the Security Security Deposit. If any amounts are will be Tenant in writing of the reasons for an ion of this Lease. Notice of Security Deposit address that Tenant shall provide I ts Security Deposit in full.	this Lease. Tenant agrees to curity Deposit. If tenant is days of internship end the athheld from Tenant's Secury such deductions within posit withholdings shall be	to complete s a no call no e Tenant will urity Deposit, twenty-one se sent to
including, but not lin	Administration Fee. Tenant shall pay upon execution of the control of the contro	of this Lease. Said Admin Lessor for the administration	nistration Fee is on of this Lease,
6. Tenant's employer to	Payment Deduction Authorization.		

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. <u>Continuation of Employment</u>. 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. <u>Special Conditions.</u> The attached Non-Standard Rental Provisions addendum is hereby incorporated into this Lease.
- 9. <u>Shared Tenancy</u>. 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. <u>Guests</u>. 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. <u>Right of Inspection</u>. 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. <u>Default</u>. 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. <u>Lessor's Obligations</u>. 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. <u>Tenant's Obligations</u>. 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. <u>Assignments and Subleases</u>. Tenant may not assign this Lease nor sublet the Premises. This provision applies to both voluntary assignments and assignments by operation of law.
- 16. <u>Lessor Indemnification</u>. 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. <u>Notice</u>. 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:
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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. <u>Modification</u>. No modification of this Lease shall be binding unless in writing and executed an acknowledged by all of the parties hereto.
- 19. <u>Lessor's Right to Perform Tenant's Duties</u>. 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. <u>Separate Entity</u>. 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. <u>Tenant Representations</u>. Tenant acknowledges and understands that Tenant is responsible for understanding all provisions of this Lease.
- 22. <u>Counterparts</u>. This Lease may be executed in copies, each of which executed copies shall constitute an original.

- 23. <u>Applicable Law and Construction</u>. 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. <u>Entire Agreement</u>. 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:

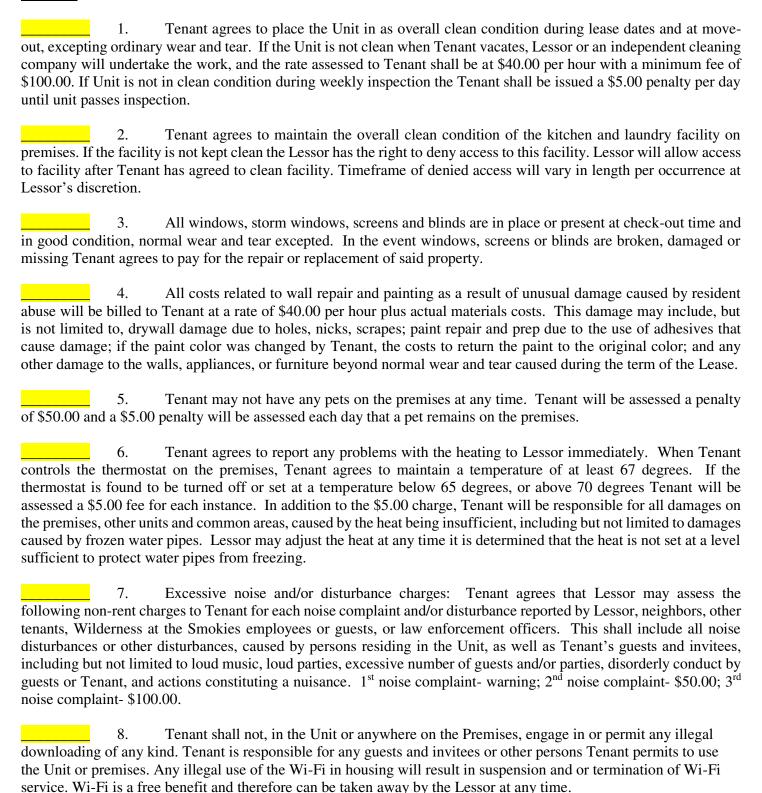
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SIVIU.	VIES	пU	USING.	LL	u

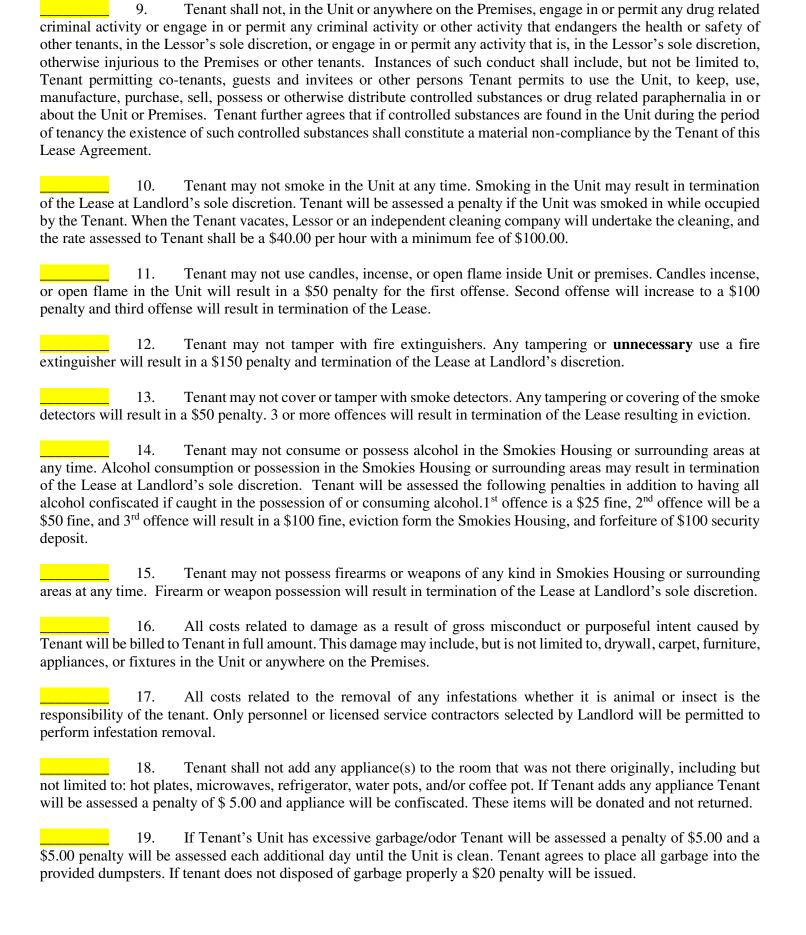
Ву:	
*	, Authorized Representative
TENANT:	
Name	
*	
Signature	

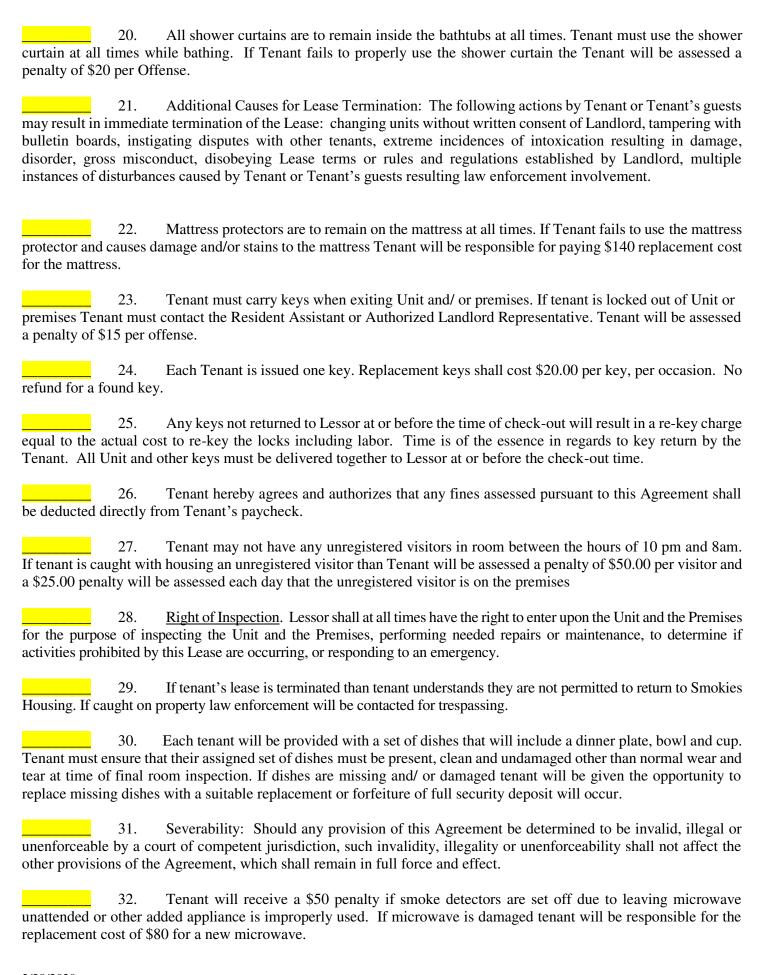
NON-STANDARD RENTAL PROVISIONS

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

INITIAL







	33. If Tenant engages in any form of aggression, fighting, disorderly conduct or other non-social ies Tenant will be assessed a penalty of no less than \$50.00 and up to \$150.00 depending on the severity of the nce. 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 starting. If Tenant refuses to vacate premises or fails to do so within one minute Tenant will be issued a 00 penalty as fire drill is required by the City.
POTE discus identitenane	AVE READ THE "NON-STANDARD RENTAL PROVISIONS' AND ACKNOWLEDGE THIS ENTIAL FINANCIAL LIABILITY. By initialing, I acknowledge that the Lessor has identified and used each provision with me. I understand that any of the above-referenced items and any charge fied in the House Rules Addendum may be deducted from my security deposit at the termination of my cy if not paid. If any of the above charges are not deducted from the security deposit, Lessor shall send an ent to Tenant, which Tenant agrees to pay upon receipt.
SMO	KIES HOUSING, LLC
By:	
	*, Authorized Representative
TENA	ANT:
	Name
*	
	Signature

Housing Contractual Agreement Clause:

I,, have been accepted into employment with
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) Date/
The Wilderness Resort Representative Date/
HR OFFICE USE ONLY: Room Number Issued: \$ Administrative Fee Received? YES NO
Payment via Regular Weekly Payment Plan Through Payroll Deduction