

ROOM LEASE AGREEMENT

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

W I T N E S S E T H :

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

2. Term of Lease. The Lease term commences _____, 20__ and terminates on _____, 20__ (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** per week, for tenancy beginning on _____ (date) and ending on _____ (date) and is payable on the first day of occupancy and thereafter is due the 5th day of each week. Rent is considered late if paid any time after the rent is due. If Lessor does not receive rent by the fifth (5th) day, the tenant shall be in default and occupancy will be terminated.

4. Security Deposit. Tenant shall pay Lessor a Security Deposit in the amount of **\$150** upon execution of this Lease. If any amounts are withheld from Tenant's Security Deposit, Landlord shall provide Tenant in writing of the reasons for any such deductions within thirty (30) 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 **\$50** 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. Termination. This lease shall automatically terminate at the end date noted in Paragraph 3. This lease shall automatically terminate if the tenant if more than 5 days past due on the rent.

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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: kjohnson@wildernessatthesmokies.com

SMOKIES HOUSING, LLC
c/o Ms. Kimberly Johnson
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)

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

18. 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.

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

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

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

22. 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.

23. 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. Tenants will not hoard items at the property. Hoarding is an excessive collection and retention of any materials or items in the property and/or in units which could create a safety hazard, fire hazard, or potential hazard to yourself, other tenants, or other people (including management and maintenance). Unit must be free from any obstruction leading to entrance/exit doors.

_____ 3. Tenant agrees to maintain the overall clean condition of the kitchen, laundry facility, and all common areas 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. Any incidence where a tenant leaves the stove or oven on will result in a \$25.00 penalty.

_____ 4. 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.

_____ 5. 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.

_____ 6. 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 and may result in termination of the Lease.

_____ 7. 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.

_____ 8. 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 Territory 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 and anything thereafter may result in termination of the Lease.

_____ 9. 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.

_____ 10. 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.

_____ 11. Tenant may not smoke or vape in the Unit at any time. Smoking or vaping 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 or vaped 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.

_____ 12. 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.

_____ 13. 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.

_____ 14. Tenant may not cover or tamper with smoke detectors or safety and surveillance equipment. 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.

_____ 15. Tenant may not consume or possess alcohol in the Smokies Housing or surrounding areas at any time. Alcohol consumption or possession of alcoholic beverage container or packaging 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 form the Smokies Housing, and forfeiture of \$100 security deposit.

_____ 16. 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.

_____ 17. 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.

_____ 18. 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.

_____ 19. Tenant shall not add any appliance(s) to the room that was not there originally, including but not limited to: hot plates, toasters, blenders, 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.

_____ 20. 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 Tenants must place all garbage INSIDE provided dumpster, and make sure doors stay closed at all times. If tenant does not disposed of garbage properly a \$20 penalty will be issued.

_____ 21. All shower curtains are to remain inside the showers at all times. Tenant must use the shower curtain at all times while bathing. Tenant agrees to clean up any water that may spill onto floor due to not properly using shower curtain. If Tenant fails to properly use the shower curtain the Tenant will be assessed a penalty of \$20 per Offense.

_____ 22. 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, **violations of criminal or civil statutes or ordinances or a violation of any public health order.**

_____ 23. Mattress are equipped with waterproof liner attached to the mattress. If tenant fails to report damage to this liner that results in damage or stains to the mattress Tenant will be responsible for paying \$140 replacement cost for the mattress.

_____ 24. 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.

_____ 25. Each Tenant is issued one (1) key; The issued key will allow access to premises and to the assigned unit. Replacement keys shall cost \$10.00 per key, per occasion. No refund for a found key. If Tenant is caught in possession of a keycard or housing ID not belonging to Tenant a \$25.00 fine will be issued. Keycard and/or ID will be confiscated and returned to proper Tenant.

_____ 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 and it may result in termination of the Lease.

_____ 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 two 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 village.

_____ 35. Tenant may not use skateboard, hover boards, motorized scooters, or similar devices while on Smokie Housing property. Tenant may possess these items but the use while on property is prohibited. Violation of this policy will result in a penalty of \$25.00 per offense. If tenant violates this policy three or more it may result in termination of the lease.

_____ 36. Tenant may not leave electronics including but not limited to scooter batteries, laptops, or power banks plugged in charging while Tenant is not in unit. Tenant must remain in unit while charging all electronics. If electronics are found plugged in while unit is vacant all registered occupants will be subject to a \$25.00 charge and said electronics will confiscated. Confiscated electronics will be returned to tenant upon check out.

_____ 37. Tenant agrees to use designated smoking area. Tenant must use provided cigarette disposal receptacles. Failure to properly use receptacle will result in a \$25 fine.

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

HR OFFICE USE ONLY:

Room Number Issued: _____

\$ _____ Security Deposit Received? _____ Yes _____ No

Donations Procedure

Donations can be turned in to the Housing office during the week Monday – Friday from 8:30am-4:30pm.

What you **CAN** donate:

- Gently used clothes, Wilderness uniforms **ONLY**.
 - All clothes and uniforms **MUST** be washed and neatly folded and put in a bag.
- Shoes
 - Shoes must be tied together with shoe laces or rubber bands
- Unopened/unexpired food
 - Food must have original label.
- Unopened/unexpired hygiene products
 - Products must have original label.
- Laundry products

What you **CAN'T** donate:

- **NO** clothes or non-Wilderness uniforms with stains, rips or are too worn down
- Underwear or socks
- Single/mix matching shoes and/or shoes with holes or missing shoe laces
- Opened products – hygiene or food
- Anything requiring refrigeration

Any clothes or product that cannot be donated **MUST** be thrown away. **DO NOT** leave items in the kitchen, laundry room or bathrooms. **Failure to follow this protocol will result in forfeiture of security deposit.** All items left behind after the time of check out will be donated or thrown away at the discretion of the Housing Coordinator.

If you have questions about what can and cannot be donated, please contact the Housing Coordinator phone at 865-286-7275 or email vhurst@wildernessatthesmokies.com .

Name

Signature
