



Name: _____ (referred to collectively herein with all of the listed tenants in Exhibit A as the “Tenant”)

Lot #: _____ **RV Length:** _____ **Delivery Date:** _____

This RV Space Lease Agreement (“Lease”) is hereby entered into between **R&R MARINAS dba CHEROKEE RESORT & STEAK HOUSE INC.** (“Landlord”) and Tenant. Landlord and Tenant do hereby covenant, contract and agree as follows:

1. **SPACE:** Tenant is hereby leasing one (1) RV space (the Lot # listed above) in Cherokee RV Resort, Lebanon, TN, with the mailing address listed below (the “Leased Premises”). All rules, regulations, and obligations set forth in this Lease shall apply to both the individual Leased Premises and all common areas within the campground facility. Tenant agrees and acknowledges that the Leased Premises include a concrete pad that is designed for recreational use only (and not designed for permanent residence purposes).

Mailing Address:

_____ Cherokee Dock Road Lot# _____
Lebanon, TN 37087

2. **TERM OF LEASE:** The term of this Lease shall commence on the Delivery Date and shall continue for a minimum of three (3) full months from the last day of the calendar month that follows the Delivery Date (the “Term”). Thereafter, the Term of this Lease shall automatically renew for successive one (1) month periods with both Landlord and Tenant being able to terminate this Lease by providing the other party written notice a minimum of thirty (30) days prior to the then current expiration date.
3. **MONTHLY RENT:** \$ _____ is due each month on the 1st of the month. Payments are to be made no later than the 12th of the month or a \$25 late fee will be added to the monthly rent amount. Tenant shall be responsible for a prorated monthly rental fee from the Delivery Date through the end of the first month. Tenant shall be charged an amount of \$50 for any returned checks. Tenant will be charged interest at a rate of 1.5% per month on all amounts that are more than fourteen (14) days past due. Tenant is responsible for landlord’s attorney fees and costs for any legal action, arbitration, mediation, or legal proceeding brought under the lease and for any action, arbitration, mediation, or legal proceeding concerning or relating to the lease and the space. Any costs associated with removal of personal property pursuant to a judgment for possession shall be the sole responsibility of the Tenant. Tenant agrees and covenants that Landlord shall not be responsible for any damages arising out of physical removal of Tenant’s personal property from the premises.
4. **PRE-PAYMENT:** Immediately upon the full execution of this Lease by Tenant and Landlord, Tenant shall pay a Permit fee \$ _____ and \$ _____ one (1) monthly rent amount (as defined in Section 3 above). The monthly rent amount shall apply to Tenant’s final month of occupancy.

5. **NON-REFUNDABLE DEPOSIT:** \$150 to hold lot. This amount shall cover administrative fees and shall not be refundable to Tenant for any reason.
6. **NO ASSIGNMENT:** Tenant is not allowed to assign or sublet any portion of the Leased Premises during the term of this Lease.
7. **UTILITIES:** Tenant will be separately charged by Middle Tennessee Electric for electric utilities. Additionally, the following terms apply:
 - A. **Electric.** Each lot is metered separately and will be billed directly to Tenant by Middle Tennessee Electric on a monthly basis. Individual electric bills are solely the responsibility of Tenant. MTEMC 877-777-9020
 - B. **Sewage.** Connections to the waste/sewage, water, or effluent from sinks, toilets or other plumbing fixtures must be deposited in dumping facility (sewer connection) only and may not be deposited directly on any pavement, dirt, or vegetation.
 - C. **Water.** Pressure regulators are recommended. Heated water hoses are recommended during freezing temperatures. Water use is included in the monthly rent, but any excessive use could result in additional charges to Tenant. Washing of personal vehicles is permitted except during times of county water-restrictions.
8. **STORAGE SHEDS AND OTHER STRUCTURES:** Any structure allowed on the Leased Premises must be pre-approved by Landlord. Landlord shall provide a denial or permission within thirty (30) days of Tenant's request (or as soon as reasonably possible). Tenant is allowed one portable (no permanent fixtures or buildings) storage shed that can be no larger than 10'x12'; no taller than 11.5' and must be placed on the concrete pad of the Leased Premises. Any such storage shed is solely Tenant's cost, responsibility, and liability. Any sheds left upon vacating the Leased Premises will become the property of Landlord. Storage sheds may never be used as a residence (i.e., no sleeping or living within the storage shed at any time). ***Storage sheds may not be built by the tenant, only pre-made, portable sheds are allowed. No permanent carports or decks may be constructed on the Leased Premises. All decks and any other approved builds must be removed upon Tenant vacating the Leased Premises. Any decks requested to be built MUST BE ON FILE AT THE LEASING OFFICE. No tenant is allowed to bring in a wooden or build deck without prior permission.***
9. **FENCES:** No fencing may be constructed on the Leased Premises. Pet fencing is never allowed on grass areas. Gardens and landscaping on the Leased Premises must have prior written approval by Landlord, with Tenant being responsible for maintenance and upkeep. In-ground water features are not allowed on the Leased Premises.
10. **LOT MAINTENANCE:** The Leased Premises are to remain clutter-free at all times. Grills, chairs and other personal items are to be stored in a shed or covered and kept out of sight. No external refrigerators or appliances are to be set up or stored outside of Tenant's RV. No open fires are allowed on-site. Enclosed or portable fire pits and grills are allowed but must be constantly monitored by Tenant during use and put away (out of sight) after use. Absolutely no tarps are allowed. No tents or other forms of lodging are allowed on the Leased Premises at any time. Trash receptacles are provided for the use of tenants. Tenant is required to drop all household garbage into the large dumpsters near the guest parking by the office (i.e., there is no on-site trash collection). Tenant is not allowed to dump (i) large items such as mattresses, appliances, (ii) electronics, including computers, (iii) leaves or hot ashes, or (iv) large boxes that have not been broken down into the provided dumpsters. Any inappropriate use of these dumpsters shall subject Tenant to fines assessed at Landlord's discretion. Tenant must use best efforts to keep the Leased Premises and all common areas clean and in good working order and repair.

11. **MARINA:** Use of the marina is for registered boat tenants only. Tenant does not obtain any rights to the marina or boat slip pursuant to the terms of this Lease.
12. **VEHICLES AND SPEED LIMIT:** No vehicle engine or motor repairs are to be done on-site. All vehicles parked anywhere on-site are to have current titles and tags and inoperable vehicles are not allowed at any time. All vehicles must be on the gravel or concrete portion of the Leased Premises (i.e., parking on grass is never allowed, including any trailers). The speed limit for all areas on-site is 10 MPH. Golf carts must be operated by individuals with a valid driver's license. Golf carts must be fully insured with proof of insurance on file with Landlord. If operated at night, proper lighting is required. No reckless operation of carts or any other vehicles will be tolerated.
13. **INSURANCE AND INSPECTION:** Owners are to fully insure their trailer and buildings and contents against damage or theft. If requested, proof of liability insurance for RVs and Vehicles are to be placed on file with management. If requested, Tenant further agrees to add Cherokee as an additional insured on each of its insurance policies. Tenant agrees to allow Landlord or its agents to enter upon any RV or vehicle for the purpose of inspection for safety or loss prevention with prior notice.
14. **RESPONSIBILITY:** Landlord is not responsible to owners for any loss or damage to their property including, but not limited to explosion, fire, flood tornado, windstorms, high water, hail, tree limbs, acts of God or any other conditions. Landlord is not responsible for damage or theft of RV contents, equipment, accessories, or personal belongings.
15. **PETS:** All pets will be kept on leashes and it will be the responsibility of Tenant to insure all stool deposits are cleaned up immediately. Pets will not be left tied unattended. Records of vaccinations and health issues are to be kept up to date and on file with the park management. State Law requires strict compliance with these pet regulations. Landlord reserves the right to charge fees incurred with not following this responsibility.
16. **SAFETY AND QUIET ENJOYMENT OF LEASED PREMISES.** Guests of Tenant are welcome on the Leased Premises and common areas but are subject to all rules and regulations set forth in this Lease and as otherwise provided by Landlord pursuant to Section 17 below. Tenant is ultimately responsible for the actions of any guest invited by Tenant. Excessive noise is prohibited by tenants and any guests between the hours of 9:00 PM and 8:00 AM each evening. All tenants under the age of eighteen (18) should be with his/her parent or legal guardian after 9:00 PM each evening (i.e., no children should be unsupervised beyond this time). Loud gatherings, boisterous parties or obnoxious behavior of any kind is strictly prohibited on the Leased Premises or common areas. No discharging of firearms, air rifles, BB guns, bows and arrows, crossbows, or slingshots permitted at any time on the property. No fireworks will be allowed at any time.
17. **ABANDONMENT.** Tenant shall not vacate or abandon the Leased Premises for a period greater than sixty (60) days at any time during the Term and if Tenant shall abandon, vacate or surrender the Leased Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to the Tenant and left on the Leased Premises shall be deemed abandoned, at the option of the Landlord.
18. **RULES AND REGULATIONS.** The Tenant shall comply with all reasonable rules and regulations now or hereinafter adopted by the Landlord during the Term of this Lease. Current rules and regulations (in addition to those set forth in this Lease) governing Tenant's conduct are available at the leasing office of the Landlord.
19. **POOL.** Tenant agrees and acknowledges that Tenant's (and any guest of Tenant) use of the pool located on the campground premises is strictly subject to the rules posted near the pool. There is no lifeguard on

duty at the pool and Tenant further agrees and acknowledges that all use of the pool is at Tenant's own risk.

20. **GUESTS AND VISITORS:** Are welcome. They should be informed of our regulations. Remember that all owners are responsible for the conduct of their guests or visitors. Loud and boisterous parties or conduct will not be tolerated. Common sense and good judgement are the rules to follow.
21. **COLLECTION:** Tenant agrees to reimburse Cherokee for reasonable attorney fees and other costs incurred by Resort in the collection of any unpaid amount(s) due from the lessee under this Agreement. Any costs associated with removal of personal property pursuant to a judgment for possession shall be the sole responsibility of the lessee. Tenant agrees and covenants that Lessor shall not be responsible for any damages arising out of physical removal of Tenant's personal property from the premises.
22. **LEASE REVISIONS.** Landlord reserves the right to change, alter or otherwise make changes to this agreement or rules and regulations at any time without prior notice.
23. **CRIMINAL BACKGROUND:** Tenant acknowledges and attests that Tenant is not currently nor ever been included on a State or Federal sex offender registry. Further, Tenant acknowledges and attests that Tenant does not have any active warrants or pending criminal actions or allegations. This attestation shall be ongoing during the entire term of the Lease, with Tenant being required to inform Landlord immediately upon any change in this attestation.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the dates set out beneath their respective signatures.

LANDLORD:

TENANT:

**CHEROKEE RESORT & STEAKHOUSE
INC.**

Title: _____

Date: _____

Date: _____

(Additional information required on next page)

Exhibit A – Tenant Information

Tenants:

1. _____ Age _____ DL# _____ State _____
2. _____ Age _____ DL# _____ State _____
3. _____ Age _____ DL# _____ State _____
4. _____ Age _____ DL# _____ State _____
5. _____ Age _____ DL# _____ State _____

Pets:

1. _____ Breed _____
2. _____ Breed _____
3. _____ Breed _____

Contact info:

1. Phone Number _____
2. Alternate Phone Number _____
3. Email Address _____

Vehicle:

1. RV: Year _____ Make _____ Model _____ Length _____
Tag# _____ State _____
Owner Cell Phone _____
2. Owner Vehicle: Year _____ Make _____ Model _____
Tag# _____ State _____
Owner Cell Phone _____
3. Additional Vehicle: Year _____ Make _____ Model _____
Tag# _____ State _____
Owner Cell Phone _____