

**Bunch Hollow Campground & Resort**  
**1651 Bunch Hollow Road**  
**New Tazewell, TN 37825**  
**(865) 919-2427**

**LEASE AGREEMENT**

This Lease Agreement is entered into and is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and between Bunch Hollow Campground & Resort (hereinafter "BHCR"), and \_\_\_\_\_ (hereinafter "Tenant(s)"). For and in consideration of the terms, conditions, provisions, and promises contained herein, the parties agree as follows:

1. **LOT.** BHCR hereby leases and rents to Tenant(s) who hereby leases and rents from BHCR the camping Lot designated as Lot \_\_\_\_\_ to be used by Tenant(s) as a personal residence for a Camper/RV and for no other use or purpose.

2. **TERM.** The term of this lease is for one (1) year beginning on the effective date written above and expiring one (1) year later on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ unless sooner terminated by BHCR as set forth herein.

3. **RENEWAL.** Unless either BHCR or Tenant(s) provide written notice to the other party at least 45 days before the expiration date stating they do not want to renew this Lease Agreement, then it shall automatically renew for successive one (1) year terms, until either BHCR or Tenant(s) provides written notice to the other party at least 45 days before the expiration of the then-current term stating that it does not want to renew this Lease Agreement. If renewed, the new rent amount will be the prevailing rate that BHCR is charging at the time of the renewal.

**Renewal Initials:** \_\_\_\_\_

4. **RENT.** Tenant(s) jointly and severally agree to pay rent to BHCR in the amount of \$\_\_\_\_\_ per year, in which totals to the amount of \$\_\_\_\_\_ per month in advance without demand, deduction, or setoff. Such rent is due on the first day of the applicable calendar month. If Tenant(s) is paying rent on a monthly basis and the one-year term begins on a day other than the first day of a calendar month, then the monthly rent for the first month shall be due on the effective date written above and shall be prorated based on the number of days remaining in the first calendar month. Likewise, if the one-year term ends on a date other than the last calendar day of the month, then the monthly payment of rent for the last month shall also be prorated accordingly. Tenant(s) waives any requirement for written notice (Invoicing) of nonpayment of rent. Rent payments may be mailed or delivered to 1651 Bunch Hollow Road, New Tazewell, TN 37825, or hand-delivered to Drop Box. **PLEASE PUT LOT NUMBER ON PAYMENT**

**Rent Initials:** \_\_\_\_\_

5. **LATE FEE.** Tenant(s) agrees that a five percent (5%) late penalty will be added to the amount of rent outstanding if payment is not received by BHCR on or before the close of business of the due date, and an additional five percent (5%) will be added for every five (5) days that the rent is late. Tenant(s) further agrees to pay \$35.00 to BHCR for each dishonored/NSF bank check. All cost incurred for collections will be applied.

**Late Fee Initials:** \_\_\_\_\_

6. **SECURITY DEPOSIT.** Tenant(s) hereby deposits \$\_\_\_\_\_ as a security deposit, to be held by BHCR during the term of this Lease Agreement. Tenant is aware that the security deposit is not meant to cover the last month of rent. The deposit covers any damages to BHCR property, disconnecting utility fees, and disposal of Tenant belongings left on BHCR property. The deposit may be applied by BHCR toward unpaid rent and/or payment for any damages to the Lot or BHCR property and/or damages resulting from the violation of or non-performance by Tenant(s) of any term or condition of this Lease Agreement or of the Rules, as amended. Said deposit is to be forfeited to BHCR if Tenant(s) vacates the Lot prior to the end of the original or any renewal term. **You must give a 45 written notice of non-renewal of lease.**

**Security Deposit Initials** \_\_\_\_\_

7. **POSSESSION.** BHCR shall deliver possession of the Lot to Tenant(s) on the first day of the term hereof, provided however, should BHCR be unable for any reason beyond BHCR'S control to deliver possession of the Lot, then BHCR shall be liable to Tenant(s) only to the extent of an abatement of rent from the date of the commencement of this Lease Agreement to the date possession of the Lot is delivered to Tenant(s) on the rental basis set forth herein. The removal of the Camper/RV from the Lot shall not relieve Tenant(s) of any obligations under this Lease Agreement, including but not limited to the obligation to pay rent, nor shall any such removal impair any rights that BHCR has under this Lease Agreement.

8. **RULES.** Attached hereto as Exhibit A are BHCR's Rules, Regulations, and Policies (hereinafter "Rules"), which are incorporated herein by reference.

9. **VIOLATION/NONCOMPLIANCE BY Tenant(s).** In the event there is a violation of or noncompliance or nonperformance by Tenant(s) of any provision, term or condition of this Lease Agreement or of the Rules, as amended, then BHCR may immediately terminate this Lease Agreement, and Tenant(s) shall have ten (10) days to vacate the Lot. BHCR may, in its sole discretion, give Tenant(s) the opportunity to cure such violation, noncompliance, or nonperformance by the payment of unpaid rent owed, the making of repairs, or the payment of damages, within a stated number of days, and if Tenant(s) fails to do so, then BHCR may immediately terminate this Lease Agreement and Tenant(s) shall have ten (10) days to vacate the Lot. In the event any action is commenced for violation of or noncompliance or non-performance by Tenant(s) of any provision, term or condition of this Lease Agreement or of the Rules, as amended, or to enforce this Lease Agreement or the Rules, then BHCR shall be entitled to recover its attorneys' fees and costs incurred in addition to all other available remedies. BHCR's right to receive the payment of rent from Tenant(s) and to pursue all available remedies against Tenant(s) shall survive the expiration or early termination of this Lease Agreement

**Initials:** \_\_\_\_\_

**10. VOLUNTARY TERMINATION BY BHCR.** Notwithstanding anything to the contrary herein, BHCR shall have the right to terminate this Lease Agreement at any time, without cause, by providing written notice to Tenant(s) at least 30 days prior to the date said termination is to take effect. Tenant(s) shall vacate the Lot on the termination date. In such event, any unearned but prepaid rent shall be refunded to Tenant(s) from the date of termination.

**11. TENANT(S)' RESPONSIBILITIES.** Tenant(s) shall be responsible for any damage or injury to the Lot, or to BHCR property, or to the property of another leasee or person, caused by Tenant(s), or a family member, guest, invitee, or pet of Tenant(s)

**12. USE OF LOT.** Tenant(s) shall maintain the Lot in such condition as accepted at the commencement of this Lease Agreement, and shall on its termination surrender the Lot in the same condition. Tenant(s) shall not make any alterations, additions, or improvements to the Lot without the prior written approval of BHCR, including but not limited to any screen enclosures, awnings, decks, porches, utility buildings, sheds, television or radio antennas, or other structural additions. Tenant(s) may landscape the immediate area of their Lot with prior written approval of BHCR. Any such alterations, additions, improvements, or landscaping must meet all building codes and regulations, and shall be forfeited to BHCR upon termination unless otherwise agreed in writing. Any digging must be approved in advance by BHCR due to the location of underground utilities. Building regulations vary per lot location due to underground utility location and land topography.

**Use of Lot - Initial:** \_\_\_\_\_

**13. LIMITS OF USE.** Tenant(s) shall not use the Lot for any purpose other than as a personal residence for a Camper/RV. Tenant(s) shall not permit anything upon said Lot or upon BHCR property that will invalidate BHCR's insurance on its property or increase the rate thereof, or in any manner deface or injure BHCR's property. Tenant(s) shall not permit any objectionable odors, permit or create any objectionable noise or nuisance or disturb the peace, or interfere with any other tenant in the quiet enjoyment of their lots. Tenant(s) shall comply with all health, criminal, fire, zoning, land use, and other governmental laws, ordinances, codes, and regulations. Tenant(s) shall comply with all provisions of the Rules, as may be amended. Tenant(s) consents to giving access to BHCR to the Lot at anytime for inspection purposes, and access to their Camper/RV upon reasonable advance notice. Tenant(s) shall not build or place structure (cover, decks, concrete pad, storage, etc.) in a manner that will impede the quick and easy removal/evacuation of camper from lot in emergency/natural disaster (fire, rising flood water, etc.).

**14. NO SUBLEASES.** Tenant(s) shall not have the right to transfer, sell, pledge or assign his/her leasehold interest in the Lot or any part thereof to another individual. Tenant shall not have the right to sublease the Lot. Under no circumstances may any other person occupy the Camper/RV on a permanent or long-term basis.

**15. RISK/INSURANCE:** Tenant(s) assumes all risk of injury, loss, or damage to the Camper/RV, automobiles and all personal property of Tenant(s) and the family members, guests, or invitees of Tenant(s), and agrees that BHCR shall not be liable or responsible for any theft, breakage, loss, or damage thereto. Further, Tenant(s) agrees that BHCR shall not be liable for any bodily injury or property damage to the person or property of Tenant(s) or any other person, including the family members, guests or invitees of Tenant(s), or any other tenant or person resulting from the actions or inactions of Tenant(s) or another tenant or person. BHCR does not have insurance coverage and has no obligation to have insurance coverage on any of the property of Tenant(s) or the family members, guests or invitees of Tenant(s), including but not limited to theft, fire or casualty insurance. Tenant(s) acknowledges and agrees that he/she has appropriate liability insurance coverage with adequate limits to cover liability claims resulting in bodily injury and property damage. Tenant(s) must provide BHCR with a copy of the current declarations page of the insurance policy.

**16. CASUALTY.** In the event of an act of God (i.e., flood, landslide, earthquake), or an act of TVA or other governmental entity or agency, or other act or casualty beyond the control of BHCR renders the Lot to be unfit for its intended purpose, prevents use of the Lot, or prevents normal ingress and egress to the Lot, then BHCR may either (a) repair the casualty, or (b) immediately terminate this Lease Agreement. If BHCR elects to repair the casualty, Tenant(s)' obligation to pay rent shall be abated during the period of such repair.

**17. EMINENT DOMAIN.** If the Lot or BHCR property is taken by eminent domain, this Lease Agreement shall, at BHCR'S option, terminate. Upon termination, Tenant(s) shall be responsible for the rent prorated to the date of termination. Tenant(s) shall have no claims against any awards made to BHCR by reason of any taking by eminent domain.

**18. ABANDONMENT.** Tenant(s) must give BHCR advance notice of any anticipated extended absence in excess of thirty (30) days. Tenant(s)' unexplained and/or extended absence for 30 days or more without the payment of rent as due shall be prima facie evidence of abandonment. BHCR is then expressly authorized to enter, remove and store Tenant(s)' Camper/RV and property belonging to Tenant(s) and others. If Tenant(s) does not claim said property within an additional 30 days, BHCR may sell or dispose of it and apply the proceeds of the sale to the unpaid rents, damages, storage fees, sale costs, court costs, advertisement and attorney fees. Any balances are to be held by BHCR for Tenant(s) for a period of six (6) months subsequent to the sale date and thereafter are considered forfeited to BHCR.

**19. NO PARTNERSHIP/JOINT VENTURE/BAILMENT.** Nothing herein shall be interpreted or construed as creating any partnership or joint venture between the parties hereto, or any bailment. The only relationship created by this Lease Agreement is that of landlord and tenant.

**20. NOTICE.** Written notice to BHCR shall be mailed or delivered to 1651 Bunch Hollow Road, New Tazewell, TN 37825, or hand-delivered to Drop Box. Notice to Tenant(s) shall be mailed to the address set forth in Tenant(s)' Application, or hand-delivered to Tenant(s).

**21. UTILITIES.** Electricity is separately metered at each Lot. Tenant(s) shall cause electricity for their Lot to be placed in Tenant(s)' name within three (3) days of occupancy. In the event Tenant(s) fails to do so, BHCR may terminate electricity services to the Lot. Tenant(s) shall be responsible for arranging for the installation of electricity and connection to their Camper/RV, including installation of any electric box or meter and inspection by the electric utility company. Tenant(s) shall be responsible for all expenses, bills, fees, and charges for the electricity. If the Camper/RV is not up to code, the electric utility company will deny installation of electricity. BHCR shall be responsible for the cost of water and sewer provided to the Lot with the exception of excessive use or neglected maintenance.

**22. NOTICE TO BHCR OF ACCIDENT OR DEFECT.** Tenant(s) shall promptly notify BHCR in writing of any accident to or defect in the water supply, water pipes, sewer pipes, electric pole or box, or electricity to the Lot, so that the necessary repairs can be made. BHCR shall not be liable for any damages due to the temporary breakdown or discontinuance of water, sewer, or electricity.



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Printed Name

Signature

Date

**Revised 03/2020**

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