

# Lakeway RV Park

Seasonal/Long Term  
One Year Lease

<30  
Minutes to  
Pigeon  
Forge or  
Gatlinburg

1  
Mile to  
Douglas  
Dam

2  
Miles to  
Douglas  
Lake



Reserve Your Site Now!

Call or Text Mark @ 865-548-7707

1051 Douglas Dam Road

Kodak, TN 37764

**LEASE APPLICATION**

Date: \_\_\_\_\_

Lot# \_\_\_\_\_

Name: \_\_\_\_\_

Home Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

E-Mail \_\_\_\_\_

Have you ever been convicted of any crime? Yes No If yes, explain on back of application.

\*\*\*\*\*

Present Address: \_\_\_\_\_

\_\_\_\_\_

Rent \_\_\_\_\_ Own \_\_\_\_\_

How long at this address? \_\_\_\_\_

Name of Landlord \_\_\_\_\_ Phone \_\_\_\_\_

Previous Address: \_\_\_\_\_

Rent \_\_\_ Own \_\_\_ How long at this address? \_\_\_\_\_

Name of Landlord \_\_\_\_\_ Phone \_\_\_\_\_

Have you ever been evicted? Yes \_\_\_ No \_\_\_ If yes, explain. \_\_\_\_\_

\_\_\_\_\_

Others applicants:

\_\_\_\_\_

Drivers license # \_\_\_\_\_

Vehicle: Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

Vehicle plate #: \_\_\_\_\_

Is vehicle registered in TN? Yes \_\_\_ No \_\_\_ If no, where? \_\_\_\_\_

RV: Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

RV plate #: \_\_\_\_\_

Is vehicle registered in TN? Yes \_\_\_ No \_\_\_ If no, where? \_\_\_\_\_

Copy of current liability insurance of your unit (and roof if you have one.) \_\_\_\_\_ Do you have pets? \_\_\_\_\_

\*\*\*\*\*

Personal reference: \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Emergency Contact: Name \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

I declare that the statements above are true and correct. I hereby give authorization to landlord or landlord's agent to verify all information provided in the application. Permission is granted to interview current and previous landlords, to check criminal records or court records. I understand that providing false, misleading or incomplete information will result in my application being denied.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

# LAKEWAY RV PARK CAMPGROUND RULES

Mark 865-548-7707/Chad 865-388-0644 (text only)

1. **No reservations. Select a campsite, pay a deposit and balance is due at setup. No permanent camping allowed!/No mail delivery!**
2. **NO large dogs allowed and no more than 2 dogs on site. Pets must be confined or leashed(not to exceed 6 ft. in length). Under the physical control of a responsible person at all times. DO NOT leave pets outside unattended while away from campsite or at night. If pet is left inside camper while you are away, they will be expected NOT to bark and disturb other campers. NO DOG LOT available! You MUST clean up after your pets anywhere in the campground or anywhere on Lakeway RV property, if you don't, you and your pet will not be welcome.**
3. **Alcoholic beverages must be confined to your own campsite. Lack of moderation may require us to ask you to leave without refund, and/or a call to the police. Keep alcoholic beverages covered.**
4. **Help us conserve water. Washing vehicles is not permitted. Wash campers by permission only, once a year.**
5. **Campers should be no older than 10 years, unless approved by the Landlord. No tent camping allowed. Keep campsites clean, orderly and free of clutter. Do not burn trash or garbage in your fire ring.**
6. **Do not walk through campsites, or anywhere on the farm. Follow the roads or the cart path. Children accompanied by adult.**
7. **No parking or driving on grass. do not park in unoccupied campsites. Park only in parking lot. There shall be no parking on the premises of trailers, motor homes, boats, trucks, etc., except with the express permission of the Landlord and then only in the designated areas.**
8. **Quiet hours are from 11:00 PM to 8:00AM.**

## SEASONAL/CAMPSITE LEASE AGREEMENT

This lease made this \_\_\_\_\_ by and between, Lakeway RV Park hereinafter referred to as Landlord and \_\_\_\_\_ hereinafter referred to as Tenants.

### WITNESSETH:

Landlord leases to Tenant and Tenant rents from Landlord for use and occupation as seasonal/temporary residence for Tenant a space known as Lakeway RV Park, 1051 Douglas Dam Rd., Kodak, TN 37764 Lot # \_\_\_\_\_, Sevier County, Tennessee on the following Terms and conditions:

1. **LEASE TERM:** The term of this lease commences \_\_\_\_\_ and continues until \_\_\_\_\_.
2. **RENT:** The rent per year \_\_\_\_\_ payable in advance without demand or notice, as follows \_\_\_\_\_ non-refundable deposit down, with balance due and payable when unit is moved on site.
3. **ELECTRICITY BILLS, WATER BILL AND OTHER UTILITIES:** In conjunction with paying Tenant's rent, Tenant shall pay the following bills/assessments by the 10<sup>th</sup> of the month after receipt of the statement.
  1. Electricity bill as assessed per meter.
  2. Water bill and sewer: \$15-\$24/month minimum (based on rental type)
  3. Lessee is responsible for making sure water hydrants are turned off when freezing, if site is occupied in winter.
  4. Tenants are responsible for providing up to date insurance coverage.

Any of the aforementioned bills or assessments not paid by due date on the statement shall accrue a late charge of \$10.00 per month.

4. **YEARLY RENT:** Landlord acknowledges receipt from Tenant of \_\_\_\_\_ in a non-refundable deposit and balance of \_\_\_\_\_ or \_\_\_\_\_ in full, which represents the rent payment for the year of the lease period as described above. A new lease will be signed annually. This rent/payment DOES NOT release Tenant from paying any utilities, assessments or fees due, and/or the bill and assessment for utilities and fees for the last month shall be paid in accordance with the terms of this lease.

5. **OCCUPANCY AND USE:** Premises shall be used solely as a recreational campsite for Tenant, immediate family(children and spouses) and no others. Tenant agrees to keep the premises clean, sanitary and in good order. Upon termination of this lease, tenant agrees to surrender possession in as good condition and repair as when received. Tenant agrees to give a thirty (30) day notice of intent to terminate lease.
6. **ALTERATIONS, ADDITIONS, OR IMPROVEMENTS:** Tenant agrees not to make any alterations, additions, improvements or changes in the premises, upon the rental space or campsite, or to Tenant's camper, trailer etc. without the express and written permission of Landlord. NO EXPECTATIONS.
7. **PETS:** All pets must be approved by Landlord. No pets are permitted in and upon the campground unless Tenant keeps said approved pet on a leash.
8. **PARKING:** Tenant shall use only the parking area designed for his/her use by Landlord, and Tenant shall see that family members and guests use only parking area or extra parking area located in campground. Other campsites and roads shall not be blocked for any reason.
9. **UTILITIES:** Tenant agrees to pay all fees, assessments and charges for all utilities. Tenant agrees that if Tenant fails to pay any of the aforementioned bills the Landlord may disconnect said utilities of services within (5) days after bill becomes due. Tenant grants Landlord an unconditional right of entry for the aforementioned purpose. Tenant waives all actions or remedies against Landlord for said disconnection of services/utilities.
10. **ASSIGNMENT/SUBLEASE:** No assignment or sub-lease of the subject property shall be allowed.
11. **INTERRUPTION OF SERVICE:** Interruption or failure of any service maintained by the Landlord if due to causes beyond Landlord's control shall not entitle Tenants to any claim against Landlord or to any reduction in rent and shall not constitute constructive eviction unless Landlord shall fail to take such measures as may be reasonable in the circumstances to restore the services without undue delay. If said interruption shall occur as a result to Tenant's failure to pay any of the aforementioned utilities and services, Tenant shall not be entitled to any claim against Landlord or to any reduction in rent and such shall not constitute constructive eviction.
12. **RELEASE OF LIBILITY:** (1) The Tenant assumes all risk of any damages to person or property that may occur by reason of water or the bursting or leaking of any pipes or waste about said premises or from any act of negligence of any

co-tenants or occupants of the campground or of any other person, or fire or hurricane or other acts of God or from any cause whatsoever. Tenant agrees to give Landlord prompt notice of any accident to or defect in the water pipes, electricity or of any plumbing. (2) Tenant agrees that the Landlord, Landlord's agents and servants shall no be liable to Tenant, any person claiming through Tenant, Tenant's children, family members, guests or invitees, for any injury to the person or loss of or damage to property for any action or cause. (3) Tenant shall indemnify and hold Landlord harmless for any and all claims, judgments, suits or actions for any damages or injuries however occurring.

13. **TENANT'S PROPERTY:** If, upon the termination of this lease or abandonment of the premises by Tenant, Tenant abandons or leaves any property (including but not limited to vehicles, trailers, campers, etc.) Landlord shall have a right without notice to Tenant, to store or otherwise dispose of the property at Tenants cost and expense, without being liable in any respect to the Tenant. Tenant's property shall be considered abandoned if left on the premises for ten (10) days following the Tenant's vacating of the premises.
14. **LANDLORD'S RIGHT OF ENTRY:** Landlord shall have the right to enter the premises at all times to inspect the premises and / or terminate utilities and services as described above, and / or to remove Tenant's abandoned property as described above. This right shall exist whether or not Tenant or any person shall be on premises at such time.
15. **POSSESSION:** Taking of possession of the campsite/ leased space by Tenant shall be conclusive evidence against Tenant that Tenant received the premises in good condition. Tenant stipules the he/she has examined the premises, including all improvements, and that they are, at the time of this lease, in good order, repair and are safe, clean and in tenantable condition.
16. **FIRE AND CASUALTY:** (1) If Tenant's property or the premises are damaged by fire or other casualty, Tenant agrees to release Landlord from any and all claims for loss, damage or inconvenience arising for such fire or casualty. (2) Tenant agrees to fund and carry a policy of liability and casualty insurance covering Tenant's vehicle(s), property, camper trailer, etc. and any injuries to Tenant, Tenant's family members, guests and or invitees.
17. **DEFAULT CLAUSE:** If the Tenant shall fail to pay lease money, bills or assessments for utilities, or any other charges required by the Landlord, or if the Tenant shall breach any terms of this Lease or any Campground Rules (Attached hereto as Exhibit A), the Landlord may give immediate written notice of the termination of this lease and this lease shall expire accordingly and the Tenant shall surrender possession to the Landlord immediately, but the Tenant shall remain liable as provided in the terms of this lease. If the leased space becomes vacant or abandoned, this lease shall expire immediately and terminate and the

Landlord may re-enter and take possession or may take possession in the manner provided by law. In case the Landlord shall recover possession of the leased space, the Landlord may, but shall not be required to, remove the property of the Tenant and store the same at Tenant's expense, or she or he may dispose of said property. (2) Further, Tenant agrees that in no respect shall the Landlord be responsible in damages for any action in entering said or leased space or removing and disposing of Tenant's property, with or without process of law. If Tenant vacates or abandons the leased space, but leaves items of Tenant's property in and upon the leased space, Tenant will be liable for a monthly fee, utilities, etc. as set forth within this lease, until said property is removed. (3) In the event of a default by Tenant, Landlord shall not be required to return any part or portion of the lease money. (4) Landlord shall have all recourse against the Tenant provided by this lease and by law, and all remedies shall be cumulative and non-exclusive. Tenant agrees to pay Landlord's reasonable attorney's fees and expenses incurred in and about enforcing any of the terms of this lease, and collecting any past due money, and in about recovering possession from Tenant, should the services of any attorney be retained by the Landlord in doing so.

- 18.. **QUIET ENJOYMENT:** Tenant shall have peaceful and quiet enjoyment of all the premises for the term of this lease, and shall abide by all rules and regulations given by the Landlord,( specifically a quiet time from 11:00 PM to 8:00 AM).
19. **HOLDING OVERAND SURRENDER OF PREMISES:** That at the termination of this lease Tenant hereby agrees to surrender the premises in as good of condition as Tenant received them.. In the event Tenant should stay beyond the terms of this lease, said occupation shall be solely at will and may be terminated by either party immediately without notice and said holding over shall not constitute a renewal of this lease agreement.
20. **USE OF PREMISES & SUPERVISION OF GUESTS**  
Tenant agrees to supervise and oversee all of Tenant's children, family members, guests and invitees (hereinafter collectively known as "these persons") at all times while these persons are on or about above referenced premises, surrounding and adjacent land.
21. **INSURANCE:** Tenant shall and agrees to obtain and maintain an insurance policy covering his personal effects, belongings and property, and covering any personal injury to Tenant, Tenant's children, family members, guests, trespassers and invitees which may occur on or about the premises, leased space and appurtenances.



22. **DANGEROUS MAERIALS:** Tenant shall not keep or have on the premises any article or thing of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire on the premises or that might be considered hazardous or extra hazardous by any responsible insurance company. No guns, firearms, or fireworks of any kind allowed in campground!
23. **LAWS AND REGULATIONS:** Tenant must, at Tenant's expense, comply with all laws, regulations, ordinances and requirements of all municipal, county, state and federal authorities that are effective during the term of this agreement, pertaining to the use of the premises. Tenant must not do anything the increases Landlord's insurance premium. If Tenant violates any of the aforementioned laws, ordinances or regulations, Landlord may immediately terminate said lease, evict Tenant, and shall report Tenant to the appropriate law enforcement authorities.
24. **RULES AND REGULATIONS:** There are attached hereto certain Rules and Regulations which are made a part of this lease. Tenant agrees to comply with all rules and regulations, together with any subsequent reasonable rules and regulations which may be adopted by Landlord. Any violation of these rules or any one of them be cause for termination of this lease at the option of the Landlord.

IN WITNESS WHEREOF, the parties have hereunder set their signatures on the day and date first above written:

**DATE**  
\_\_\_\_\_

**LAKEWAY RV PARK**

**By:**  
\_\_\_\_\_

**TENANT(S)**

**By:**  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

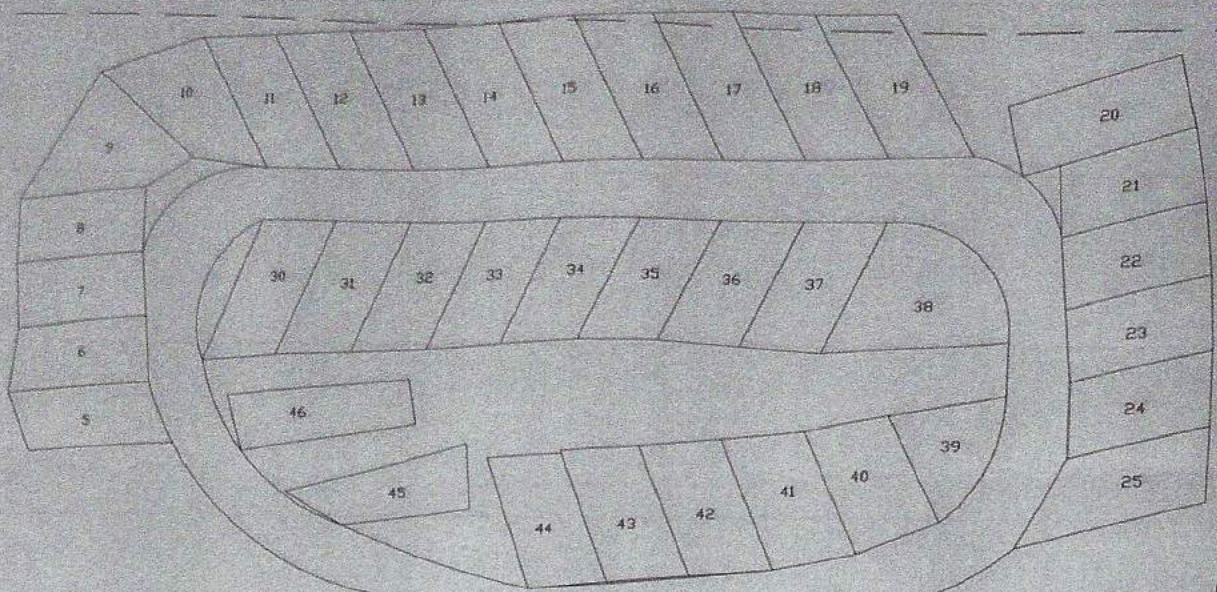
**RULES AND REGULATIONS**

1. Public areas shall not be obstructed or used for purposes other than ingress to, and egress from, the rental unit.
2. No Tenant shall make or permit any disturbing noises on the premises by himself, his family, agents, servants or visitors; nor do, nor permit any of such persons to do, anything that will interfere with the rights, comforts or convenience of other Tenants. No Tenant shall play upon, or suffer to be played upon or operated, any musical instrument, phonograph, radio or other like device in the demised premises between the hours of eleven o'clock P.M. and eight o'clock A.M.
3. No dogs or other animals shall be kept or harbored in the leased premises except as specifically provided for in Paragraph 7 above.
4. The Landlord reserves the right to make such other rules and regulations, from time to time, as many be deemed needful for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all Tenants.
5. No junk vehicles, boats, trailers, etc. shall be allowed to be stored on the premises or rental space at any time.
6. Mechanical work on a tenant's own vehicle/boat is permitted if appropriate actions are taken to maintain proper appearance of the area for the other tenants. Landlord retains the right to limit this work or ban the same if he feels in his sole discretion that it is not in the best interest of the entire campground.

S 84°32'45" E  
622.14

IRCD  
N 82°01'16" E  
279.82

IRCD

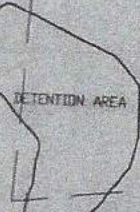


468.12

S 03°16'05" W

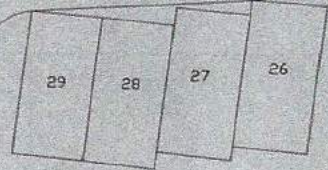
DRIVEWAY

IRCD  
N 07°08'14" E  
237.58



199.90'  
S 83°16'16" W

IRCD



OFFICE

SIGN

288.10'  
S 80°39'03" W

CM

PATSY VANCE  
WD BK 519 PG 249

N 00°24'05" E  
241.24'

HIS & HERS RESALE SHOPPE LLC  
INST BK 5038 PG 496

151.37'  
S 03°06'30" W

122.24'  
S 65°11'14" W

IRCD

IRCD

HWY 139/DOUGLAS DAM RD