

Residential Lease Agreement

This agreement (the "LEASE"), made and entered into this ____ day of _____, 2024
by and between
Hideaway Holdings, LLC hereinafter to as "Landlord"

AND

_____ hereinafter referred to as the "Tenant"
(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF rent and covenants herein reserved by Landlord and on the part of Tenant to be paid, performed and observed, Landlord agrees to rent and lease to "Tenant" a bed and common area, municipally described as one of the following *Lounge, *Loft, *Cottage, *Den at Hideaway Holler located at 2350 Henderson Springs Road in Pigeon Forge, Tennessee 37873 (the "Property"), shall be used and occupied by Tenant as residential premises only and for no other purpose without written consent of Landlord. It is contemplated by Landlord that no more than 8 people will occupy this unit.

Tenant agrees and acknowledges that the Property has been designated a smoke-free living environment. The tenant will not smoke or permit any guests or visitors to smoke indoors. Smoking must be done outside and disposed of properly.

TERM OF LEASE

The term of the lease is "periodic tenancy" commencing on _____, 2024 and continuing on a week-to-week basis until the Landlord or the Tenant terminates the tenancy. Any notice to terminate this tenancy must be given 30 days before the lease term expires. Non-payment from Tenant will act as Tenant voluntary lease termination.

Upon execution of this Lease the "Tenant" will pay \$150.00 per week ("RENT") on or before the Saturday at 12:00 NOON of each and every week during term of Lease. Rent to include electric, water, sewer and wifi internet. Payment may be made by drop box located on premises, payment must include name and assigned Tenant #. The "Landlord" will pick up the "RENT" at the subject property weekly and perform a quick inspection of the property. This lease acts as the "Tenants" 24 hour written notice of "Landlord" inspection prior to the rental due date.

Tenant may be charged an additional amount of 5% of rent for any late payment. The "Tenant" will be given 1 day to pay all past due "Rent" and late payments.

SECURITY DEPOSIT

On execution of this Lease, the Tenant will pay Landlord \$150 "Security Deposit." The Landlord will hold the Security Deposit for the performance of all the terms, covenants and conditions of this lease. This deposit is to be retained by Landlord without interest until the expiration of the lease and shall be returned to Tenant provided that the unit has been vacated and the property is left in a clean, respectable order to the satisfaction of the Landlord. Otherwise, the sum deposited hereunder, or any part thereof, may be retained by Landlord at Landlord's discretion, as liquidated damages, or may be applied by Landlord against any actual loss, damage, or injury chargeable to Tenant hereunder.

It is understood that the deposit is not to be considered the last rental payment due under this lease.

It is understood that if there are damages which exceed the amount of the Security Deposit, Landlord shall not be precluded from seeking further recourse of law against Tenant for any additional damages sustained and proven, even if Landlord retains the entire Security Deposit and applies that deposit to such damages. Any excess portion of the deposit unused for cleaning and making repairs or payments rent shall be returned to Tenant promptly. Landlord shall have thirty (30) days from the termination of Tenant's tenancy in which to return the security deposit or notify Tenant in writing of the obligations due against the security deposit.

At any reasonable time during the term of this Lease and any renewal of this lease Landlord has the right to enter the leased premises to make inspections or repairs, or to show the property to prospective Tenants or purchasers in compliance with the Act.

POSSESSION

Tenant shall have possession of the leased premises and such possession shall continue until the termination of this lease or until Tenant becomes in default under any of the terms or conditions of this lease. Tenant will peacefully and quietly have, hold & enjoy the property for the agreed term. NO PARTIES or large gatherings shall be organized on the property without Landlord consent. No loud music shall be played on or around the property.

The "Parties" will inspect the unit and document any damage at the beginning and at the end of tenancy. Tenant will obtain written permission from the Landlord before making any permanent or temporary modifications or alterations to the Property.

Tenant shall at all times keep in safe and good condition and repair the improvements on the leased premises and shall maintain the same in as good condition as they are at the beginning of this lease.

At the termination of this lease, Tenant will surrender the property in as good a state and condition as they were at the commencement of this Lease with reasonable use and wear and tear exception. It shall be clean and free of permanent damage.

INDEMNITY & INSURANCE

Tenant agrees and guarantees to assume responsibility and indemnity and hold Landlord harmless from r any personal injury, all liabilities, fines, suits, claims, demands, and actions of any kind that might arise from Tenant's use of the leased premises or by any person for whom the Tenant is responsible. Such indemnification in respect to any such breach, violation, or non-performance, damage to property, injury or death occurring during the term of this lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.

Tenant agrees to indemnity and hold Landlord harmless from any claim from any personal injury or death that may be suffered or sustained by Tenant or by any person for whom a tenant is responsible and to reimburse Landlord the costs of any litigation to which Landlord might be made a party as a result of Tenant's use of leased premises, including vehicles and contents belonging to Tenant or to any other person for whom the Tenant is responsible.

Tenant is responsible for any person or persons who are upon the property, either expressed or implied, whether for the purpose of visiting, making deliveries or any other reason.

Tenant will promptly notify Landlord of Any damage or of any situation that may significantly interfere with the normal use of the property.

Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss and the landlord assumes no liability for any such loss.

In the event the leased unit is totally destroyed or so substantially destroyed by fire or other casualty not occurring by the fault or negligence of the Tenant or those acting for the Tenant, that the same cannot be repaired or restored within (90) days from the happening of such event, this lease shall absolutely cease and terminate and rent shall abate for the balance of the term.

If the property should be damaged by Tenant's negligence or willful act, at Landlord's option, terminate this Lease.

If default is made by Tenant in the payment of rent of any part thereof, or in the performance of any of the terms, conditions, or agreements herein contained, Landlord may, but is not required, to terminate this Lease by giving Tenant an eviction notice, stating the date and the date the lease term will end, and entering the leased premises and removing all persons and personal property therefrom. Landlord may take legal action, including being t not limited to eviction.

Tenant will not engage in any illegal activity on the property.

GOVERNING LAW

This lease will be construed in accordance with and exclusively governed by the laws of the STATE OF TENNESSEE (the "ACT"), the ACT will prevail and such provisions the Lease will be

amended or deleted as necessary in order to comply with the Act. Any provisions that are required by the ACT are incorporated into this Lease.

The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of other provisions of this Lease.

Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only when evidenced in writing by each party or an authorized representative of each party.

In the event that any action or suit is filed in relation to this agreement, Tenant agrees to pay reasonable expenses incurred by Landlord, including but not limited to attorney fees and such expenses shall be due from Tenant to Landlord immediately.

Tenant will not assign this lease, or sublet or grant any concession to use any part of the property. Any subletting or concession, whether by operation of law or otherwise, will be void and at Landlord's option, terminate this lease. Tenant agrees no overnight guests, no pets or animals are allowed to be kept in or about the property.

The "Parties" will comply with standards of health, sanitation, fire, housing and safety required by law.

The "Parties" will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture, dirt and growth of mold. Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs and Landlord will promptly respond to any such written notices from the Tenant.

Tenant will not keep or have on the property any dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the property or that might be considered hazardous by any responsible insurance company.

Tenant will obey all rules, regulations and signs posted by Landlord regarding the use and care of the building, parking lot, laundry area and other common facilities that are provided for the use of the Tenant in and around the building containing the property or the Landlord will have the option to terminate this lease.

Patios and decks are to be kept clean and clear at all times. Household trash and other garbage is to be disposed of in the dumpster and not left out for any length of time.

For any matter related to this Lease, the Tenant may be contacted at the number below. After this tenancy has been terminated, contact information of the Tenant is:

Name: _____

US Phone: _____

For any matter related to this Lease, whether during or after this tenancy has been terminated, the Landlord's contact information for notice is:

Hideaway Holdings LLC.
Devin & Paige Davis
2350 Henderson Springs Rd.
Pigeon Forge, TN
(865) 318.8443
Hideawayhollerpf@gmail.com

GENERAL PROVISIONS

All monetary amounts stated or referred to in this Lease are based on the US dollar. This Lease will extend to and be binding to the benefit of each party. All covenants are to be construed as conditions of this Lease.

Locks may not be altered or changed without prior written agreement of both parties, or unless the changes are made in compliance with the Act. Tenant will be charged an additional amount of \$35.00 for each NSF check returned by Tenant's financial institution.

This lease may be executed in counterparts. Digital signatures are binding and are considered to be original signatures.

This Lease will constitute the entire agreement between the "Parties". Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.

Time is of the essence in this Lease. The acceptance of late payments shall not constitute a waiver of Landlord's rights in the event of default.

IN WITNESS WHEREOF _____ and "HIDEAWAY HOLDINGS" have duly affixed their signatures on this _____ day of _____, 2024.

Tenant Signature Landlord Signature

Tenant Name Hideaway Holdings LLC

Tenant's signature above acts as the acknowledgement of receiving a duplicate copy of this Lease signed by the Tenant and Landlord on the above date.

Security Amount Due: \$150

Total move in amount: \$300

Door Code: _____

LOUNGE:

LOFT:

COTTAGE:

DEN:

ID # _____