

# **The Bays Mountain Caretaker**

## **Memorandum of Understanding**

THIS MEMORANDUM OF UNDERSTANDING made and entered into as of this (date) \_\_\_\_\_, by and between the City of Kingsport, a municipal corporation (herein called "Landlord"), and **Kingsport Caretaker** (name of caretaker) \_\_\_\_\_, (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants of MEMORADDUM OF UNDERSTANDING herein contained and other good and valuable consideration, the parties do hereby agree as follows:

1. **Purpose.** Preforms work necessary for preserving and protecting the park's resources and providing day-today care for the park's exhibit animals. Assists park ranger staff in park operations and interpretive programming as required. Enforces park rules and assists in search and rescue operations to ensure the safety of park visitors.
2. **Premises.** Tenant shall reside in the house provided by the landlord located at 853 Bays Mountain Park Road, Kingsport Tennessee 37660 (herein called "premises"). The house shall be the only part of the property intended for Tenant's use.

This MEMORANDUM OF UNDERSTANDING is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this MEMORANDUM OF UNDERSTANDING to keep and perform each and all said terms, covenants, and conditions by him to be kept and performed.

3. **Terms.** The terms of the MEMRANDUM OF UNDERSTANDING shall be for one year and shall commence to run on the date above written. The Parties shall have the option to renew this MEMORANDUM OF UNDERSTANDING annually. Each such renewal term shall be upon the same terms, covenants, and conditions hereof. This MEMORANDUM OF UNDERSTANDING shall be extended without any further instrument provided the MEMORANDUM OF UNDERSTANDING is not terminated for other reasons as stated herein. This MEMORANDUM OF UNDERSTANDING may be terminated for any reason by either party upon 30 days written notice of the other party.

4. **Use and Tenant's Responsibility for Tenant's Property.** Tenant shall use the Premises as a single-family residence only. Tenant shall not use or permit the Premises to be used in any unlawful conduct or for any other purpose without the prior written consent of the Landlord. Landlord shall have no responsibility for Tenant's property, or any damage caused to Tenant's property. Tenant agrees to be responsible for any loss of Tenant's property.
5. **Rent.** Tenant shall pay no rent in exchange for performing the following duties:
  - A. Animal Habitats: Check fences for fallen trees at least twice a week. Pay special attention to the fencing enclosing the Wolves. Monitor weather forecasts: if thunderstorms, high winds, or snow is forecast, increase the frequency of observation, especially at the Wolf Habitat.
  - B. After hours patrons: Assist Park Rangers when required in sweeping the park for people who are still present after closing. Lock/open gate for special events from foot races to mountain bike night rides.
  - C. Appearance of property: Mow yard at least once a week.
6. **Utilities.** Water and electricity will be provided by the Landlord in connection with the housing. Tenant shall pay for any charges for telephone, satellite television, or other utilities that maybe used, rendered, or supplied upon or in connection with the housing.
7. **Uses Prohibited.** Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that shall in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents, or cause a cancellation of any insurance policy covering said building or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that shall in any way obstruct or interfere with the rights of other Tenants or occupants of the Premises or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Tenant shall not cause, maintain, or permit any nuisance in, on or about the Premises, and shall not Tenant commit, or allow to be committed, any waste in or upon the Premises.
8. **Compliance with Law.** Tenant shall not use the Premises or permit anything to be done in or about the Premises, that shall in any way conflict with any law, stature, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at his sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations, or requirements now in force or that may hereafter be in force relating to or affecting the condition, use

or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgement or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation, or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

9. **Repairs and Alterations.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord, and any alterations, additions or improvements to or of said Premises including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the reality and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions, or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof, Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alteration, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at his sole cost and expense, repair any damage to the Premises caused by such removal.

Failure, on the part of the Tenant, to maintain the Premises in a condition satisfactory to the Landlord or maintaining the Premises in a manner which constitutes a nuisance, shall cause this MEMORANDUM OF UNDERSTANDING to terminate if, after notice by Landlord to Tenant of deficiencies in maintenance of the Premises, Tenant does not correct said enumerated deficiencies within ten (10) working days after receipt of notice thereof. However, Tenant shall not be responsible for outside painting, roof repair and major repairs to the heating and/or cooling systems installed at 853 Bays Mountain Park Road, Kingsport, Tennessee 37660. The Tenant shall be responsible for payment of all utilities except water and electricity, which shall be paid by the Landlord.

10. **Surrendered Premises.** By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition, and repair. Tenant shall, upon the expiration or sooner termination of the MEMORANDUM OF UNDERSTANDING, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

**11. Assignment and Subletting.** Tenant shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this MEMORANDUM OF UNDERSTANDING or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. A consent to one assignment, subletting, occupation or use by other person shall not be deemed to be a consent to any subsequent, subletting, occupation or use by another person. Consent to any assignment or subletting shall in no way relieve Tenant or any liability under this MEMORANDUM OF UNDERSTANDING. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord constitute a default under the terms of this MEMORANDUM OF UNDERSTANDING.

**12. Hold Harmless.** Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this MEMORANDUM OF UNDERSTANDING, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all cost, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Landlord by reason of such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises. Tenant is an independent contractor of the Landlord and not an employee of the Landlord and, therefore, Tenant has no workers compensation benefits resulting through application of this MEMORANDUM OF UNDERSTANDING. This paragraph shall survive the expiration or termination of this MEMORANDUM OF UNDERSTANDING.

**13. Rules and Regulations.** Tenant shall faithfully observe and comply with all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.

**14. Holding Over.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof or upon termination of the MEMORANDUM OF UNDERSTANDING by the Landlord as provided herein without the express written consent of Landlord, then Tenant's occupancy shall be deemed that of a Tenant at will and in no event a Tenant from month to month.

**15. Entry by Landlord.** Landlord reserves, and shall always have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purpose, Landlord shall always have and retain a key with which to unlock all the doors in, upon and about the Premises, and Landlord shall have the right to use all means which Landlord may deem proper to open said doors in an emergency, to obtain entry to the Premises without liability to Tenant.

**16. Changes.** This MEMORANDUM OF UNDERSTANDING shall constitute the entire MEMORANDUM OF UNDERSTANDING between the Parties hereto. This MEMORANDUM OF UNDERSTANDING shall not be altered, or in any way modified unless by written consent of the Parties.

IN WITNESS WHEREOF, the Parties hereto executed this MEMORANDUM OF UNDERSTANDING on the day and date first above written.

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Tenant