



Lease Agreement

This agreement is between *Executive Lodging of the Black Hills*, representing all owners of (Lessor) and _____ tenants and guests (Lessee). On this date _____ the parties agree as follows:

1. The term of occupancy begins _____ with departure on _____ for a total of _____ nights.
2. The total number of persons staying on the premises will be _____.
3. The agreed upon costs shall be \$20/person (\$50 rally) over the stated occupancy per night.
4. **Check in time is 4:00 pm MST and Check-out time is 10:00 am MST.**
5. Check-out after 10 am will be charged \$50/hour. Please be considerate of housekeeping's time.
6. We do not rent to vacationing students or singles under the age of 25 unless accompanied by an adult guardian or parent.
7. All wheel drive or 4 wheel drive vehicles are highly recommended in the winter months in the Northern Black Hills. Lessor shall not be held responsible if Lessee is unable to reach the premises.
8. NO pets are allowed in the home or on the premises. A \$300 fine will be assessed to cover professional cleaning if evidence of a pet is found.
9. **NO SMOKING is allowed in the home. All cigarette butts shall be disposed of in proper receptacles. Failure to abide may result in loss of damage deposit and/or a \$300 fine to cover professional cleaning.**
10. Lessee shall be permitted to have guests on the premises, however, Lessee shall be responsible and liable for all damages, losses, or injuries caused by Lessee's guests or friends of guests and hereby indemnifies and holds harmless Lessor for such damages, losses or injuries including without limitation attorney's fees and litigation expenses. Please call for prior authorization if more than the stated amount will be visiting as extra charges apply for family reunions, receptions, etc. when held on said property.
11. Lessee shall not sublet or assign the leased premises or any part thereof. Lessee warrants that Lessee shall not use the premises for any purpose other than as a single family residence. The garage shall not be used except as shelter for vehicles or storage by Lessee.
12. Upon notice, Lessor may enter the leased premises at all reasonable hours for the purpose of general inspection, maintenance, and repairs.
13. Lessee shall be responsible for any item taken, damaged, or removed from the premises and hereby agrees to pay the Lessor the replacement value thereof as determined by Lessor immediately upon termination of the lease.
14. Upon inspection of the premises and subject to any defects discovered the parties will agree that the leased premises are in fit condition for occupancy at beginning of term. The Lessee shall have the duty to repair all damages beyond normal wear and tear resulting from Lessee's tenancy including but not exclusive to **:cigarette butts on the property, broken windows or doors, burns of furniture or carpets, broken furniture, stained towels and linens, lost keys, severe uncleanliness.**
15. Lessee shall keep the premises clean and in sanitary condition. All garbage should be set out as instructed on the designated days and at the end of your stay. **ALL garbage needs to be bagged as there will be a \$50/charge for all garbage not bagged and picked up by garbage service.**
16. Lessee shall not obstruct common rights of way and easements shared with other owners and occupants in the subdivision. Further, vehicles shall not be parked or driven except on roadways, approaches and driveways. ATV'S/snowmobiles and the like are permitted only to gain access to and from the premises and not to be driven on other properties or make loud noises or excess speeds for which a fine does apply.
17. **Lessee agrees by signing this agreement that Lessee is aware of the noise ordinance that is enforced by the Sheriff or Police Department. Noise shall be kept at a minimum after the hour of 10pm. Eviction may occur with loss of rental fees and/or deposit if non-compliant.**

18. Lessee hereby agrees to promptly report to Lessor any and all damages, thefts, losses, injuries, or maintenance problems occurring during the term of the lease.
19. Fire rings are not provided at many homes due to fire hazards and burning bans. No burning except in designated campfire areas if one is provided. Lessor agrees to observe all fire safety guidelines set by the National Forest Service. Be aware that if you start a forest fire you are financially responsible. Penalties include huge fines and jail time!!
20. Lessee hereby assumes **all liability** for personal injury or death in connection with the leased premises during the term of the lease and Lessee hereby indemnifies and holds harmless Lessor from all such injuries, losses or damages, including without limitation, attorney fees and litigation expenses. In addition, Lessee covenants not to sue or threaten suit against Lessor for any such personal injury or death.
21. **If applicable/** (not all homes have hot tubs) Lessor assumes all responsibility for self and guests in the care and use of any hot tub. Adults must be with children in all hot tubs, extreme care and caution must be followed. Please wash suits without soap prior to arrival. Black Hills Executive Lodging, Inc. is not responsible for any accidents. Use at your own risk. No refunds are given for inoperable hot tubs or discolored swimsuits. DO NOT SIT OR STAND ON HOT TUB COVERS, they will break and you may be charged for replacement. When not using the hot tub, please leave the cover on so the hot tub will stay warm. If it is posted certain towels for hot tub use only-please observe the owner's wishes as a \$25.00 charge will be applied to each discolored towel.
22. Lessor reserves the right to cancel the lease immediately upon any breach or suspected breach of this Agreement by Lessee.
23. Any and all damage will be the sole responsibility of the Lessee. Lessor reserves the right to determine the value and amount of any damage and if applicable, for insurance coverage or otherwise, whether the damage was accidental, intentional or the result of negligence.
 - a. **Credit card will be held for potential damages.**
 - b. **Damage deposit insurance may be purchased for \$45.00 for \$1500 of accidental damages. Please see website under FAQ section for explanation.**

Lessee shall be responsible to follow all check-out responsibilities or be charged for such. Express Checkout is available for an additional fee; housekeeping will take care of your check-out responsibility. Please see Check-in and Check-out information...
24. Initial payment is equivalent to one night's stay plus sales tax. Full payment is due 60 days prior to reservation minus the initial payment. The Lessor cannot be responsible for changes in weather or travel plans. Initial payment for Sturgis Rally is \$1000 plus tax, 2nd payment by January 15th and final payment by April 15th.
Travel insurance is available and strongly encouraged. No refunds are offered.

Total payment due \$ _____
 Payment(s) received \$ _____
 Final payment due \$ _____

We accept _____ decline _____ travel insurance charge of _____ .

Payments not made by due date are subject to 5% late fee and any balances over 30 days will result in cancellation of reservation and forfeiture of payments already made. This rental agreement includes all forms including check-in & check-out information and policy and procedure regulations. Renters may be charged for non-compliance of items on those forms.

X _____
 Lessee Date

 Lessor/Manager Date

Executive Lodging of the Black Hills
 8316 N Blucksberg Mtn Rd, Sturgis, SD 57785 Phone (605)720-1441 Fax (605)720-1050
vacation@Executive-Lodging.com

Contracts may be mailed, emailed, or faxed back to the above addresses