



Lease Agreement

This agreement is between *Executive Lodging of the Black Hills*, representing all owners of _____ (Lessor) and _____ tenants and guests (Lessee). On this the _____ day of _____, 20____, the parties agree as follows:

1. The term of occupancy begins _____, with departure on _____.
2. The total number of persons staying on the premises will be _____.
3. The agreed upon costs shall be \$20/person (\$50 rally) per night over the stated occupancy.
4. Check in time is 4:00 pm MST and Check-out time is 10:00 am MST.
5. Check-out after 10:00 am MST 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 a \$300 fine to cover professional cleaning.
10. Lessee assumes all responsibility for self and guests in the care and use of any hot tub, if included on the premises. 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.
11. 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 attorneys 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.
12. 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 an abode. The garage shall not be used except as shelter for vehicles or storage by Lessee.
13. Upon notice, Lessor may enter the leased premises at all reasonable hours for the purpose of general inspection, maintenance, and repairs.
14. 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.
15. 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.
16. 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.
17. 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.

