

RENTAL AGREEMENT

THIS RENTAL AGREEMENT (Agreement) is entered into between **DONALD VETCH AND CATHY VETCH D/B/A MOUNTAIN STREAM ESTATES**, 38685 Cadillac Drive, Aberdeen, South Dakota 57401-8511 (Owner) and _____ (Renter).

1. PERIOD OF OCCUPANCY. Renter has the right to occupy the Mountain Stream Estates _____ premises from 4:00 p.m. MT, _____, 20____ to 11:00 a.m. MT, _____, 20____.

2. RENTAL FEE. Renter shall pay Owner a total sum of _____ for the occupancy of the Premises. Owner acknowledges that 25% of rent _____ has been paid by Renter plus a damage deposit of _____. A balance of _____ is due and payable for rent.

3. CONDITIONS OF OCCUPANCY. Renter's use of the Premises are subject to the following conditions:

- a) Upon arrival, Renter must inspect the Premises for safety, cleanliness, and/or damaged items; if any problem is found, Renter must immediately notify Owner.
- b) The Premises must be maintained in a neat and clean condition.
- c) No pets are allowed.
- d) No smoking is allowed inside the Premises; smoking must be conducted outdoors and all smoking materials must be properly extinguished and disposed of in an appropriate trash receptacle.
- e) No outdoor fires are allowed.
- f) Children must be supervised by a responsible adult, at all times.
- g) Snowmobiles and other recreational vehicles must only be operated on established roadways and cannot be operated in excess of fifteen (15) miles per hour.
- h) No more than _____ people can occupy the Premises.
- i) The Premises cannot be sublet to any other party, or occupied by any party except Renter and Renter's approved family and/or guests.
- j) The key for the Premises must be left on the kitchen table and all entrance doors must be locked at the time of departure.

IF ANY CONDITIONS ARE VIOLATED, THE DAMAGE DEPOSIT SHALL BE FORFEITED AND RENTER SHALL BE LIABLE FOR ANY OTHER DAMAGES RESULTING FROM RENTER'S ACTIONS.

4. DAMAGE DEPOSIT. After Renter vacates the Premises, the Premises will be inspected. If, as a result of Renter's occupancy, property damage has occurred, extraordinary cleaning expenses are

necessary, or property is missing, Renter's damage deposit shall be used, to the extent necessary, to pay for such costs. If the damage deposit is not adequate, Renter shall be liable for any additional amounts necessary to restore the Premises to the condition which existed prior to Renter's occupancy, reasonable wear and tear excepted.

Renter is not occupying the Premises as Renter's residence. Renter is occupying the Premises on a transient basis. Renter agrees that the provisions of SDCL 43-32-24, regarding security deposits for residential Premises, shall not apply to Renter's occupancy of the Premises.

5. VACATION OF PREMISES. Renter acknowledges that Owner rents the Premises to successive parties, based upon prior reservations. Renter has no right to occupy the Premises beyond the time and date specified in section 1. Renter will vacate the Premises on or before the time and date specified so that Owner can clean and prepare the Premises for the next occupant.

6. LIABILITY. Renter shall be liable for all damages resulting, directly or indirectly, from the acts and omissions of Renter, and Renter's guests and invitees. Renter shall indemnify and hold Owner harmless from the acts and omissions of Renter and Renter's guests and invitees.

7. HOT TUB INSTRUCTIONS. The renter assumes full responsibility for care of hot tub. Full instructions are posted in home and must be followed by all guests. Do not stand on hot tub cover, they will break and you will be charged for a replacement cover.

8. GOVERNING LAW. This agreement shall be determined in accordance with the laws of South Dakota; any controversy concerning the provisions of this agreement shall be venued in the courts of general jurisdiction for Brown County, South Dakota. Renter consents to the personal jurisdiction of the State of South Dakota.

9. ATTORNEY'S FEES. If any legal action, appeal, mediation, arbitration or other proceedings are initiated to enforce or interpret this agreement, the prevailing reasonably incurred expenses, in addition to any other relief to which such party may be entitled.

10. ACCORD AND SATISFACTION. No payment or receipt of a lesser amount than the sums designated pursuant to this agreement shall be anything other than a payment on account of the earliest sum owed, nor shall any special or restrictive endorsement or statement on any check, or any letter accompanying any check or payment, be deemed an accord and satisfaction, and owner may accept such a check or payment without prejudice to its rights to recover the balance of sums owed pursuant to this agreement, or to pursue any other remedy.

Sign, date and return copy with your payment.

Date: _____

Date: _____

OWNER:

Donald Vetch or Cathy Vetch

RENTER:
