LAKE HOME #2 RENTAL AGREEMENT

Between

Kevin & Helen Rehm
5925 Clint Place
Rancho Palos Verdes, California 90275
("Owner(s)")

And

(Renters Name) _____

(Address) _____

(City, State, Zip) _____

HM PH: _____**CELL:** _____

FAX: _____ **EMAIL:** _____

("Guest(s)")

THIS HOUSE RENTAL AGREEMENT CONSTITUTES A CONTRACT BETWEEN GUEST(S) AND OWNER(S)

1. **RENTAL TERMS:**

Property: Home #2, 125 Crest Lane Yankton, SD 57078

Total Number of People_____ Number of Adults_____ Number of Kids _____

Date Arriving (after 4 pm): _____, Date Leaving (before 10 am) _____

Rental Rate: _____ per Night or; _____ per Week or;_____ per Month

TOTAL NIGHTS: _____ **TOTAL**: _____ _____ **(Initials of Renter)**

2. **SECURITY DEPOSIT:** A security deposit of $500 is required 3 weeks prior to your reservation. You will receive an email at that time reminding you that the security deposit is due. After the security deposit is received you will be provided all the information you need for a great stay at the home. Deposits are returned within 1 week of completion of the rental period accordance with the rental agreement.

3. **CANCELLATION POLICY:** Guest(s) are responsible for the entire rental fee at the time of the reservation. Once the rent is received, it is non refundable unless the same period can be rented at the same rental rate. In the event of a cancellation where the same period is rented again, a refund will be made minus a $100 cancellation fee. NO REFUNDS OR REBATES will otherwise be offered.

4. **NO SHOW POLICY** – Owner(s) commits to having house available at agreed check-in time of 04:00 PM for the agreed upon number in party and Owner(s) are not responsible for Guest(s) inability to arrive or if Guest(s) chooses to depart early for any reason, or if member of Guest(s) party does not show up. As a result, NO REFUNDS OR REBATES will be offered.

5. **PAYMENT:** Payments will be accepted via a cashiers check or credit card. Credit Cards will be accepted only with the provisions in section 8.

6. **CREDIT CARDS** – Guest(s) acknowledges and understands that Owner(s) only accept MasterCard, Visa, American Express, or Discover credit cards via PayPal. Guest(s) may go to www.LakeRental.biz to pay with their credit card.

7. **CREDIT CARD ON FILE** –Guest(s) agree that they will provide the Owner(s) with a valid credit card to be kept on file. This card will only be charged if damage or additional Guest(s) charges exceed the security deposit value as defined in sections 13, 17, 19, 22, 25, 26 and 27.

8. **CHECK-IN TIME IS NO EARLIER THAN 4:00 PM** –- Guest(s) acknowledges and understands that the **check-in time is no earlier than 4:00 PM.** Guest(s) are encouraged to plan their trip accordingly. Guest(s) acknowledges, understands and agrees that they may not arrive at house prior to 4:00 PM with out the express written consent of the Owner(s).
_____ **(Initials of Renter)**

Expected Arrival Time? _____

9. **CHECK-OUT TIME IS 10:00 AM OR EARLIER** –- Guest(s) acknowledges and understands that **check-out time is no later than 10:00 AM.** Guest(s) are encouraged to plan their trip accordingly. Guest(s) acknowledges, understands and agrees that they may not occupy the house after to 10:00 A.M. with out the express written consent of the Owner(s).
_____ **(Initials of Renter)**

Expected Departure Time? _____

10. **KEYS**-Guest(s) acknowledges and understands that the property is privately owned and guest(s) are responsible for the property key. Guests will be sent the location and code to a lock box on the rental property where the key will be accessible. A $150.00 minimum fee will apply for lost keys.

11. **KEY RETURN**- Guest(s) acknowledges and understands that the property is privately owned and that Guest(s) is responsible for the return of the property key. Guest(s) agrees that if a key is lost and not available at check out, guests will be charged a minimum fee of $150.00 for the cost of re-keying or replacing of the lock. Guest agrees that by signing this agreement /contract owner(s) are authorized to charge credit card on file for the minimum fee or the actual cost of re-keying or replacing locks.

12. **CLEANING** – Guest(s) agree and acknowledge that they will return the house back to the state of cleanliness to which it was received upon arrival. This includes but is not limited to the cleaning of all kitchen items and utensils, all surfaces, floors and rooms. Used bed sheets should be removed from the bed and placed in a pile on the floor so that they may be laundered. Owner(s) will provide services of laundering the sheets, cleaning of the bathroom toilets, tubs, and showers and other misc. cleaning services between rentals. Guest(s) must place all waste into the designated trash area as specified in the Home Manual.

13. **DAMAGES TO PROPERTY** - Guest(s) acknowledges and understands that premises are to be left in clean, undamaged condition, and follow Check-in and Check-out procedures. If rental property is not left in suitable condition, Guest(s) acknowledges and understands that Owner(s) reserves the right to charge Guest(s) for any repairs or special cleaning. Additionally Guest(s) understands and agrees that Owner(s) reserves the right to charge Guest(s) for any damages, repairs, replacement or special cleaning of any damaged or lost real or personal property. Guest(s) acknowledges, understands, and agrees that by signing this Rental Agreement/Contract, he/she is authorizing Owner(s) to charge Guest(s) for any damages sustained. Such charges will be removed from the Guest's security deposit. If such charges exceed the deposit amount then the Guest(s) authorize the Owner(s) to charge the credit card on file for this additional amount.
_____ **(Initials of Renter)**

14. **LICENSEE OF OWNER** - Guest(s) acknowledges and understands that he/she is a licensee of the Owner and not a tenant; and that he/she is not acquiring any interest in the property.

15. **PET(S)** - Guest(s) acknowledges and understands that pets are NOT permitted in the Home. Guest(s) agrees that any Pet(s) found to be in the Home will be considered a violation of this Contract/ Agreement and all Guest(s) will be asked to vacate premises. NO REFUNDS OR REBATES will be offered

16. **AGES OF GUEST(S) / FALSE PRETENSES**- Guest(s) acknowledge and understand that rental is limited to mature adults of twenty-one (21) years of age or older. Guest(s) acknowledges and understands that since rental properties are limited to mature adults of twenty-one years (21) years of age or older, there will be no va cationing students under the age of twenty-one (21) years of age without the supervision of adult renting Guest(s). Guest(s) agrees that violation of this provision constitutes a rental under False Pretenses and is in violation of this Agreement/Contract. Guest(s) will be asked to vacate premises immediately. NO REFUNDS OR REBATES will be offered.

17. **OWNER'S STORAGE AREA** – Guest(s) acknowledges and understands that a private Owner's storage area that is not part of the Guest(s) rental and will remain locked at the request of the Owner(s). Guest(s) agrees that any attempted breach of this lock by Guest(s) will result in not less than a **$100** charge to Guest(s) security deposit or credit card on file.
_____ **(Initials of Renter)**

18. **ACTS OF GOD** - Guest(s) acknowledges and understands that Owner(s) are not responsible for including but not limited to; Acts of God, acts of government agencies, fire, strikes, war, road maintenance, heights of rivers, creeks, lakes, or ponds, and inclement weather. NO REFUND OR REBATE will be offered.

19. **REPAIRS – SERVICE CALLS** - Guest(s) acknowledges and understands that Owner(s) can not guarantee against mechanical failures including but not limited to; heating and air units, TV's, Satellite/Cable units, VCR/DVD units, Stereo CD Players, telephones, washer/dryer, or other appliances. Guest(s) agrees to immediately notify Owner(s) of defective or non-working units. Owner(s) will make every reasonable effort to repair or replace defective units as quickly and efficiently as possible. NO REFUND OR REBATE will be given for failures of mechanical units. Should a repair person make a call to repair or replace a unit that is found to be in working order and the problem was due to Guest(s) oversight or neglect or misuse, Guest(s) agrees that the repair call costs may be billed to the Guest(s) security deposit or credit card on file.
_____ **(Initials of Renter)**

20. **RIGHT OF ENTRY** - Guest(s) acknowledges and understands that Owner(s) reserves the right to enter property at anytime to investigate disturbances, check occupancy, check damages, make repairs, alterations, and improvements as Owner(s) deem necessary.

21. **SATELLITE TV** - Guest(s) acknowledges and understands that with the rental of this property no television service is available at this time. Guests are encouraged to bring DVD's for their television entertainment.

22. **GAS BURNING FIREPLACE**- Guest acknowledges and understands that the fireplace should be turned off prior to leaving the property. Guest(s) agrees that fireplaces left on by Guest(s) will result in not less than a **$100** charge to Guest(s) security deposit or credit card on file.

23. **FIRE PITS FIREWOOD**- Guest(s) acknowledges that no firepits, campfires etc. will be allowed except in designated firepit. Only small controlled campfires are allowed in the firepit. Guest(s) acknowledges and understands that NO fires will be left unattended and all fires must be completely extinguished before leaving area. Guests are responsible for obtaining their own firewood.

24. **PHONE SERVICE**-Guest(s) acknowledges and understands that the home does not have telephone service at this time. Cell phone coverage is available but may be unreliable. There are fulltime residents in the area should an emergency need arise but may also not be available therefore; guests are encouraged to plan accordingly.

25. **FURNISHINGS/FURNITURE** - Guest(s) acknowledges and understands that all furnishings/furniture in the house are in place as the Owner(s) wish them. Guest(s) agrees to pay not less than **$100** if furniture is rearranged in such a manner that results in cleaning services being delayed. Such cost will be deducted from the security deposit or the credit card on file.
_____ (Initials of Renter)

26. **NON-SMOKING –** NO EXCEPTIONS! – Guest(s) acknowledge and understand that all parts of the home are **non-smoking**. Guest(s) agrees to pay not less than **$350** for odor abatement if they smoke in the home. Cigarette butts shall not be left on the grounds. Such cost will be deducted from the security deposit or the credit card on file.
_____ (Initials of Renter)

27. **INDEMNIFICATION AND HOLD HARMLESS** - Guest(s) shall be solely responsible for any property damage, accident injury to any person or loss sustained by any person, including loss of money, jewelry, and other items of personal property, arising out of or in any way related to Guest(s) use of the premises or the items of personal property provided by the Owner(s) at Guest(s) request. Guest(s) shall inspect and be familiar with proper use and application of such items prior to using them. Guest(s) hereby agrees to INDEMNIFY and hold Owner(s) harmless from any and all claims including those of third parties, arising out of or in any way related to Guest(s) use of premises or the items of personal property provided therein. Guest(s) hereby agree to hold Owner(s) harmless and to indemnify same against any and all claims which may arise during and after the course of rental as a consequence of any acts or omissions of the Owner(s). Guest(s) assumes the risk of injury or other losses relating to any recreational activities and will hold owner and its Agent(s) harmless with respect there to.
_____ **(Initials of Renter)**

28. **HOUSE PARTIES – EXCESSIVE SPEEDING – OBNOXIOIS BEHAVIOR - ATV's – FIREARMS - FIREWORKS** – Guest(s) acknowledges and understands that occupancy and use of premises shall not be such as to disturb or offend neighbors or residents, including but not limited to; absolutely no house parties, no ke g parties, no excessive speeding through neighborhood, no excessive noise and/or obnoxious behavior, no discharging of Firearms or BB or Pellet Guns, no discharging of Fireworks, etc. The Owner(s) has the prerogative to terminate this Agreement/Contract and to demand that disruptive Guest(s) vacate the premises, thereby forfeiting all monies to Owner(s). NO REFUND OR REBATES will be offered.

29. **ROADS**-Guest(s) acknowledges and understands that the roads near the property and through the surrounding area are residential. Speed limits apply and small children, all terrain vehicles and golf carts etc. are to be expected on these roads. Therefore, extreme caution should be utilized while driving in the area. Guest(s) acknowledge that owners are not responsible for condition of road or accidents.

30. **ALCOHOLIC BEVERAGES** – Guest(s) acknowledges and understands that no drinking of alcoholic beverages by persons under the legal age of twenty-one (21) is allowed on rental property. Guest(s) agrees that if Guest(s) is arrested for underage drinking at the house or if Owner(s) or Agent(s) of the Owner observe a Guest(s) under the legal age of twenty-one (21) drinking alcoholic beverages, this Contract may be terminated and Guest(s) evicted at the option of the Agent(s). Illegal drug use is strictly prohibited. NO REFUND OR REBATE will be offered.

31. **DEER – INSECTS, OTHER ANIMALS, ETC**. – Guest(s) acknowledges and understands that they are in the country and depending upon the time of year may encounter deer, insects and other animals, etc. Guest(s) are encouraged to dress and act accordingly and to bring insect repellent for outdoors activities. NO REFUND OR REBATE will be offered.

32. **FISH CLEANING**: Guest(s) acknowledges and understands that all fish cleaning will be done outside the house. Further all fish parts will be disposed of as to not attract other animals. A very nice public fish cleaning area is located just a few minutes down the road near the turn to cross the dam at the corner of highway 121 and 121. (It turns)

33. **VIOLATION OF AGREEMENT/CONTRACT** – Owner(s) reserves the right to remove renter, if any of the above agreed upon items are not met. NO REFUND OR REBATE will be offered.

34. **REFUNDS** - REFUNDS WILL BE MADE ONLY TO THE EXTENT ANOTHER'S RENTAL FEE IS PAID FOR IN FULL FOR THE SAME RENTAL PERIOD SUBJECT TO WRITTEN CANCELLATION NOTICE AND REFUND REQUEST BEING RECEIVED (90 DAYS IN ADVANCE OF FIRST RENTAL DATE) FROM GUEST(S) NAMED HEREIN.

35. **CREDIT CARD INFORMATION** - Type: _____
MasterCard, Visa, American Express, or Discover

Name as it Appears on Card: _____ Expires: _____

Billing Address: _____
Number City State Zip.

Card Number: _____ Security Code: _____

By way of the signature below the Guest(s) affirm that all information provided by them is true and correct. In addition the parties hereto agree that they have read this document in its entirety and agree to all terms and conditions.

Date: _____ Date: _____

_____ _____
Guest Owner