

RENTAL AGREEMENT

Print, read, fill out, and sign this document
Send your deposit, or full payment, **Payable to North Shore Cabin** to:
North Shore Cabin, PO Box 226, Yankton, SD 57078

THIS RENTAL AGREEMENT, made this the _____ day of _____ (month),
_____ (year), between North Shore Cabin, LLC, hereinafter called "Landlord," and
_____, hereinafter called "Tenant."

1. PREMISES & TERMS

1. Landlord hereby rents to Tenant, and Tenant hereby rents from Landlord, the following "Premises" at:
31133 434 Avenue, Yankton, SD, 57078, contact phone number 402-404-0175.

2. CONDITIONS OF PREMISES

Tenant takes and accepts the "premises" in their "as is" condition. "As is" shall mean in tenantable condition so that the lights, entry doors, plumbing, and water are in working condition. Taking of possession of the "Premises" by Tenant shall be conclusive evidence that the "Premises" was, on that date, in good, clean and tenantable condition as represented by Landlord, except for latent defects and other defects which Tenant could not reasonably be aware of upon taking possession. Tenant will be provided with an inventory list of items contained on premises upon taking possession.

1. Use & Noise

The "Premises" are to be used exclusively for residential purposes. Tenant shall restrict his use to such purposes and shall not use or permit the use of the "Premises" for any other purposes. Tenant agrees to keep the "Premises" in a clean and tidy manner. Tenant will not permit any unreasonable noise or nuisance whatever on the "Premises." **No pets and smoking shall be allowed inside of the premises.**

2. Indemnity.

Except as otherwise prohibited by law, Landlord shall not be liable for any damage, either to person or property, sustained by any person not due directly to the sole act or omission of the Landlord. Tenant (and his children) shall indemnify and hold Landlord harmless against all liabilities, obligations, damages, penalties, claims, costs, expenses, and losses, including attorneys fees, paid or as a result of or in connection with Tenant's use or occupancy of the "Premises" during the term of the rental agreement, as a result of any breach by Tenant or his children, Tenant's agent, contractors, employees, invitees, licensees, of any covenant or condition of this rental agreement required to be performed by the Tenant hereunder, of any accident that may occur in or about the demised premises or improvements thereon, of Tenant's failure to comply with any governmental authority, or the carelessness, negligence or improper conduct of the Tenant or his children, Tenant's agent, contractors, employees, invitees or licensees.

Tenant's liability under this Rental agreement extends to the acts and omissions of his spouse, children, any agent, contractor, employee, invitee, or licensee of any subtenant. Landlord's right to indemnity hereunder

shall arise notwithstanding that joint or concurrent liability may be imposed on Landlord by statute, ordinance, regulation, or other law.

Landlord is hereby subrogated to all rights of Tenant against any other parties in connection with any such injury or damage. If any claim is initiated against Tenant or Landlord due to Tenant's actions associated in any manner with this rental agreement hold, Tenant shall give prompt notice to Landlord.

3. **Insurance.**

a. Landlord shall procure *fire and extended* coverage (including coverage for rental loss in connection with damage and destruction covered by the said fire and extended coverage insurance) and other reasonable necessary insurance on the "Premises".

b. Tenant shall not permit anything on or about said premises that will increase the rate of insurance, including, but not limited to, dangerous materials such as flammables or explosives (including the use of fireworks).

4. **Access to Premises.**

Landlord and Landlord's Rental Agents shall have the right to enter upon the "Premises" at reasonable times, for the purpose of inspecting the same or of making repairs, additions or alterations thereto or to the building in which the same are located, or for the purpose of exhibiting the same to prospective tenants, purchasers or others. Landlord shall not be liable to Tenant in any manner for any expenses, loss or damage by reason thereof, nor shall the exercise of such rights be deemed an eviction or disturbance of Tenant's use or possession.

3. NO SMOKING - This is a NON SMOKING unit. Smoking is allowed outside on the grass and away from the house. Deposit will be forfeited if anyone smokes in the unit.

4. NO PETS - Pets are not permitted in this cabin under any conditions. Outdoor pets must be disclosed to owner or renter will be evicted immediately with no refund of any rent or deposit paid. Outdoor pets may be allowed depending on size and breed, but must always be pre-approved. There are cabins on each side of this cabin, so in most cases I will not allow any pets out of respect for our neighbors because pets don't know or understand property boundaries. Pets must always be tied up or leashed when outside.

5. DAMAGE/RESERVATION DEPOSIT- a damage/reservation deposit is required and amounts determined by the terms on the web site. This must be received at least seven (7) days of booking the reservation. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable after departure, provided you meet all the provisions from this contract and various instructions provided on this website.

6. GRILLING - No grilling is allowed inside the unit or on any wooden decks. You may use your gas grill on the concrete path in front of your unit. If you like to have a campfire, please use the fire pit on the north end of the property in order to keep flames far enough away from the cabin. Campfire wood is not provided, you may purchase some from us, or bring your own as long is not infested with bugs/termites.

7. CANCELLATIONS: A thirty (30) day notice is required for cancellation to receive 100% refund of your deposit. Cancellations made 19 to 29 days prior to the arrival date will result in 50% refund of your deposit. Cancellations or changes that result in a shortened stay that are made less 15 days of the arrival date will forfeit the full damage/reservation deposit. Early departure does not warrant any refund of rent or deposit. You may choose to purchase travel insurance separately, for which you see item further in this contract.

8. MAXIMUM OCCUPANCY- The maximum number of guests at our cabin is figured by number of bedrooms rented. In case adults rent it only (eg. hunting, fishing group) then maximum occupancy is 1 adult per bedroom (unless accompanied by spouse), or checked with me first. Not conforming to these terms will result in the forfeit of your damage/reservation deposit plus additional fees.

9. NO DAILY MAID SERVICE – While blankets and pillows are included in each bedroom, daily maid service is not included in the rental rate. I suggest you bring your beach towels, blankets for outdoors, etc if you wish. I do not permit my blankets, pillows and other bedding, etc. to be taken and used outside of the cabin. It is your responsibility to clean the cabin after your stay and put everything back in its place. Leaving the cabin just as you found it could result in 100% refund of your damage/reservation deposit.

10. RATE CHANGES – Rates subject to change without notice.

11. FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.

12. WRITTEN EXCEPTIONS – Any exceptions to the above mentioned policies must be approved in writing in advance.

13. PARKING – This property has “U” shape driveway, with north and south entrance. There are two parking lots, each entrance has its own parking lot. Use north entrance parking lot if you have a boat trailer. This lot has about 270 ft on the street side. Do not park on the neighbor’s lot on either side. If the ground is soft, please park only on the gravel to limit damage to the grass.

14. BAD WEATHER AND STORM POLICY – No refunds will be given, I recommend you purchase travel insurance.

15. TRAVEL INSURANCE: I highly recommend you purchase travel insurance. If you wish to purchase travel insurance, go to www.InsureMyTrip.com for details and to purchase.

16. LOCKED OUT AREAS – This is a privately owned house, machine shed, and the garage, which are not included in your rental, and are locked most times. Please respect this; they contain personal items that belong to the owner. If any locked out area has been broken into during your rental term, you will forfeit your entire deposit and additional charges will apply.

However, you are free to walk around the property, enjoy the wooded area, and the hill just west of the house, stay within our property boundary (fence line). This park-like setting is also for your enjoyment during the stay at our property, please enjoy it.

On the top of the hill, there is an observation deck with the nice view of the lake. You are free to use it, but be very careful how you (your children or companions) climb the stairway. You are using it on your own risk. Maximum occupancy of the observation deck is 3 adults. No fire is allowed on the hill, nor anywhere else within the wooded area.

17. NO FIREWORKS – Fireworks in any form are not allowed on the property.

18. CHECK-IN & CHECK-OUT - Check-in time is after 4 PM Central Time and check-out is 11 AM Central Time. Early check-in or late check-out may be considered and may incur additional fees.

INFORMATION ABOUT TENANTS

(this will be kept confidential)

Total Number of People Staying: _____

Number of Adults: _____ Children: _____ Outdoor Pets: _____

Arrival Date: _____ at 4:00 PM. Departure Date: _____ at 11:00 AM.

Deposit amount to be paid to make the reservation is 30 days. Balance of total rental fee is due no less than 7 days before your rental period begins.

Deposit Amount (\$300): _____

I agree that all rental money is non-refundable per cancellation policy above. I have read my rights to purchase travel insurance. By Signing Below, I agree to be responsible for this property during my rental term, and will pay for any damages that occur during this term caused by myself or anyone else from my party. I agree to all terms and conditions of this property rental agreement. I will hold harmless the owners of this property for any damages, or injury to myself, or anyone else on the property during my rental term.

Signature: _____ Date _____

Name Printed: _____

Driver's license number: _____

Address: _____

Phone Numbers: _____

Email address: _____

How did you find out about our cabin: _____

Terms in this rental agreement are subject to change without notice