

HIDDEN TREASURE RANCH RENTAL AGREEMENT

Hidden Treasure Ranch

Physical Address: 21252 Hidden Treasure Lane, Deadwood, SD 57732 - (605) 578-1711

Mailing Address: 320 Pinehaven Drive, Houston, TX 77024

Office Telephone: (713) 812-9700 eFax: (419) 844-6737

info@hiddentreasureranch.com

THIS LEASE IS BETWEEN: Hidden Treasure Ranch (the "Landlord") - and - Tenant

SUMMARY AND SIGNATURE PAGE OF HIDDEN TREASURE RANCH RENTAL AGREEMENT

TENANT Information

Name

Address

Telephone

Email

Summary of Rental Terms

Signature Date

Start Date

End Date

Total Nights

Rental Rate

Total Rental Rate

Cleaning Fee \$ 80.00 per stay

Security Deposit \$250.00

Security Deposit Due Date

Total Rental Rate + Cleaning Fee + Security Deposit

Total Amount Due

IN WITNESS WHEREOF Hidden Treasure Ranch and **TENANT:** _____
have duly affixed their signatures on **this** _____ **day of** _____, **200** _____.

Hidden Treasure Ranch (Manager):

Tenant:

Signature

Signature

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the _____ **day of** _____, **200** _____.

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Leased Premises

1. The Landlord agrees to rent to the Tenant the house municipally described as 21252 Hidden Treasure Lane, Deadwood, SD 57732, (the '**Premises**') for use as residential premises only. The Premises are more particularly described as follows: Hidden Treasure Ranch Cabin and, if negotiated, use of the Pole Barn. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.
2. Subject to the provisions of this Lease, apart from the Tenant and the Tenant's immediate family members or guests, no other persons will live in the Premises without the prior written permission of the Landlord.
3. No guests of the Tenants may occupy the Premises for longer than one week without the prior written consent of the Landlord.
4. No pets or animals are allowed to be kept in or about the Premises.
5. Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of the following parking (the '**Parking**') on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's space.
6. The Landlord has supplied and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear accepted, the furnishings noted in the inspection report completed before the Tenant took possession of the Premises.

Term

7. The term of the Lease:
 - Commences at 12:00 pm on "**Start Date**".
 - Concludes at 11:00 am on "**End Date**".
8. Notwithstanding that the term of this Lease commences on the date above, the Tenant is entitled to possession of the Premises at or about 12:00 pm on "**Start Date**".
9. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from day to day will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon the Landlord giving the Tenant the notice required under the Act.

Rent

10. Subject to the provisions of this Lease, the rent for the Premises is "**Rent**", paid in advance in full.

11. A cleaning fee of "**Cleaning Fee**" will be assessed.
12. Rent and cleaning fee is due 120 days in advance in the amount of "**Total Rental Rate**" "**Rental Rate**" times "**Total Nights**" + "**Cleaning Fee**", with a due date of "**Due Date**" by personal check, money order, or cashiers check.
13. The Tenant will pay the Rent upon presentation of invoice to the Landlord at 21252 Hidden Treasure Lane, Deadwood, SD 57732, or at such other place as the Landlord may later designate.

Security Deposit

14. On execution of this Lease, the Tenant will pay the Landlord a security deposit of "**Security Deposit**".
15. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
16. During the Term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
 - repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - repainting required to repair the results of any other improper use or excessive damage by the Tenant;
 - unplugging toilets, sinks and drains;
 - replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
 - repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
 - any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
 - the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Premises or building;
 - repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls; and
 - any other purpose allowed under this Lease or the Act.
For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.
17. The Tenant may not use the Security Deposit as payment for the Rent.

Quiet Enjoyment

18. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Inspections

19. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
20. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs, or to show the Premises to prospective tenants or purchasers.

Governing Law

21. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of South Dakota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

22. If there is a conflict between any provision of this Lease and the applicable legislation of the State of South Dakota (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Additional Provisions

23. N/A

Maintenance

24. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.

Care and Use of Premises

25. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings supplied by the Landlord.
26. Vehicles, which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed, are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
27. The Tenant will not make (or allow to be made) any noise or nuisance, which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

28. The Tenant will keep the Premises reasonably clean.
29. The Tenant will not engage in any illegal trade or activity on or about the Premises.
30. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
31. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

32. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.
33. The Tenant will not use open flame fire pit in a dangerous manner (flammable materials, high wind, drought, etc) or whenever the US Forest Service or South Dakota Game, Fish & Parks have issued a fire danger warning or alert.

Rules and Regulations

34. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the building containing the Premises.

General Provisions

35. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
37. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
38. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.