

	Homeaway
	Inntopia
	Damage Ins.
	Travel Ins.

\$	Paid	
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Black Diamond Properties, LLC

AVALANCHE ♦ BLACKMOON ♦ HOLY TERROR ♦ HOMESTAKE

Vacation Rental Agreement

This Vacation Rental Agreement, herein, (“This Agreement”) is made effective as of this _____ day of _____, _____ by and between Black Diamond Properties, LLC., a South Dakota Limited Liability Company (herein “BDP”) whose business address is PO Box 119, Lennox, SD 57039 and _____, whose address is _____

herein (“Renter(s)”):

By entering into this transaction with Black Diamond Properties, LLC, you agree to be bound by the Terms and Conditions. Until booking is confirmed, rates are subject to change without notice. This property is not owned by, nor associated with Terry Peak Ski Area.

VACATION HOME/ADDRESS: _____ *STEWART SLOPE CIRCLE, LEAD, SD 57754*

RENTAL DATES: IN _____ (4 pm) OUT _____ (10 am)

DAILY RENTAL _____ RENTAL FEE _____

CLEANING FEE _____ TAXES & FEES _____

DAMAGE INSURANCE (Damage Insurance: 1500): **\$39.00**

TRAVEL INSURANCE (7% of rental total) _____

TOTAL _____

PHONE: (home) _____ (cell) _____

FAX: _____

E-Mail: _____

(Circle One)

Visa, MC, Disc, Am Exp

NUMBER: _____ CCV: _____ EXP: _____

NAME AS IT APPEARS ON CARD: _____

CARD ADDRESS: _____

Initial Here: _____

TERMS and CONDITIONS

These Terms and Conditions apply to any transactions between you and Black Diamond Properties, LLC ("BDP") in the rental of a property from BDP.

1. CHECK-IN TIME IS AFTER 4 P.M. Mountain Standard Time AND CHECK-OUT IS 10 A.M. Mountain Standard Time. You may not park on or enter the property prior to, or remain on the property after check out. Failure to abide by the check-in and check-out times will result in a \$100.00 per hour penalty. BDP reserves the right to alter the check-in and check-out times and the chalet which you are assigned in order to accommodate all guests.

2. The inside of the property, including the garage, is NON SMOKING. Smoking is permitted outside the property, provided that all remains from smoking are properly disposed of by you in a proper waste receptacle. If smoking occurs in non-smoking areas of the property, you will be charged a \$500.00 penalty, plus the additional costs as incurred by BDP to clean the property.

3. No pets are permitted on the property. If pets are on the property, your rental of the property will be terminated, your payment will be forfeited and you will be charged a \$500.00 penalty, plus the additional costs as incurred by BDP to clean the property.

4. RESERVATION DEPOSIT- A reservation deposit of \$500.00 is required at time of booking the property. All payments must be paid via credit card. (The deposit is a portion of your total rental amount with the remaining balance of the total rental amount due 90 days prior to arrival.)

5. BALANCE OF RENTAL PAYMENT – The balance of the rental, together with the applicable taxes and fees, is required 90 days prior to arrival and will automatically be charged to your credit card on the date the balance is due. The advance payment or deposit will be applied toward the rental rate at that time. All payments must be paid via credit card.

6. CANCELLATIONS - Cancellations that are made more than sixty (60) days, or more than one hundred twenty (120) days for holiday stays, prior to the arrival date will incur a penalty of twenty-five percent (25%) of the rental rate payable upon cancellation. Cancellations that are made less than sixty (60) days, or less than one hundred twenty (120) days for holiday stays, prior to the arrival date will incur a penalty of fifty percent (50%) of the rental rate payable upon cancellation. Cancellations within 30 days of arrival will forfeit entire amount. Travel insurance is recommended. All cancellations must be in writing and payment of the cancellation penalty is due at time of notice of cancellation. Cancellation or early departure during the dates of stay does not warrant a refund.

7. WEDDING & FAMILY REUNION RESERVATIONS – Reservations of the property for Weddings & Family Reunions require a reservation deposit of fifty-percent (50%) of the rental rate at the time of booking the property with the balance due 90 days prior to arrival. Cancellations of the property reserved for Weddings & Family Reunions made within 30 days of booking will forfeit the full 50% deposit. Cancellations of the property reserved for Weddings & Family Reunions made after 30 days of booking will forfeit the full amount of the rental rate including deposit. All payments must be paid via credit card. All cancellations must be in writing and payment of the cancellation penalty is due at time of notice of cancellation.

8. STURGIS MOTORCYCLE RALLY RESERVATIONS – Reservations of the property during the Sturgis Motorcycle Rally require a reservation deposit of fifty-percent (50%) of the rental rate at the time of booking the property with the balance due on May 1. Cancellations of the property reserved for the Sturgis Motorcycle Rally made prior to May 1 forfeit the reservation

deposit. Cancellations of the property reserved for the Sturgis Motorcycle Rally made after May 1 forfeit the full amount of the rental rate.

9. **MAXIMUM OCCUPANCY-** The maximum number of guests is limited to fourteen (14) persons. A charge of \$25.00 per person, per night, for guests in addition to fourteen (14) will be assessed against you for exceeding the maximum occupancy.

10. **MINIMUM STAY.** This property requires a two (2) night minimum stay, except that a three (3) night minimum stay is required during summers, winters and on holidays and a five (5) night minimum stay is required during the Sturgis Motorcycle Rally. If the property is taken for less than required minimum stay, you will be charged the rate for the minimum stay.

11. **NO DAILY MAID SERVICE -** While linens and bath towels are included at the property, there is no daily maid service.

12. **OTHER RULES AND LAWS –** You agree to abide by all Rules and Regulations posted by BDP, as well as abide by all applicable federal, state and local laws, rules and regulations. Failure to do so will result in termination of your rental.

13. **FALSIFIED RESERVATIONS -** Any reservation obtained under false pretense will be subject to forfeiture of reservation deposit and you will not be permitted to check in.

14. **WRITTEN EXCEPTIONS -** Any exceptions to the Terms and Conditions must be in writing by BDP.

15. **PARKING -** Vehicles are to be parked in designated parking areas only. Any illegally parked cars are subject to towing; applicable fines/towing fees and is the sole responsibility of the vehicle owner. Overflow and trailer parking will be permitted in the Cul-De-Sac located on the top of Stewart Slope Circle.

16. **HOT TUBS –** You must follow the hot tub rules posted by BDP and the hot tub manufacturer. BDP cannot guarantee performance or use of the hot tub.

17. **STORMS/EVACUATIONS/ROAD CONDITIONS -** No refunds will be given for your inability to use the property because of storms, evacuations or your inability to access the property by local roads, transportation issues or because of weather conditions.

18. **DEPARTURE –** Upon departure, you agree to leave the property in the condition in which it was provided to you, including:

- a. No damage is done to property or its contents, beyond normal wear and tear.
- b. All debris and rubbish is discarded and placed in refuse containers outside and soiled dishes are placed in the dishwasher and cleaned.
- c. All counters and cooking appliances are wiped clean.
- d. All soiled linens shall be placed in the laundry area and all blankets and comforters folded.

19. **ADDITIONAL CHARGES–**You agree to pay additional charges as set forth herein, including:

- a. All charges incurred by BDP for cable or satellite televisions charges which are not provided to the property.

- b. All charges incurred by BDP for telephone charges to the property.
- c. Fifty dollars (\$50) for each request of BDP to unlock the property for you.
- d. Excessive utility bills incurred during your stay on the property.
- e. Excessive cleaning fees incurred by BDP due to your stay on the property.
- f. Expenses incurred by BDP to repair damage to the property, or to repair or replace damaged contents of the property, caused by you.

All charges will automatically be charged to your credit card on file at that time.

20. LEGAL – This Agreement shall be construed in accordance with the laws of the State of South Dakota and any legal actions shall be venued in the circuit courts of Minnehaha County, South Dakota. You agree to waive any right to a jury trial. If any action is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs from the other party.

21. WAIVER OF SUBROGATION - Notwithstanding anything to the contrary, each party hereby waives any and all right of recovery, claim, action or cause of action against the other, their agents, officers, directors, shareholders or employees, for any loss or damage that may occur to property for any cause which is insured against under the terms of any insurance policies, to the extent of payment by the insurance policy, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees, and covenants that no insurer shall hold any right of subrogation against such other party.

22. INDEMNITY - You will protect, indemnify, defend and save harmless BDP, its agents, officers, directors, shareholders or employees, from and against any and all claims, actions, damages, suits, judgments, decrees, orders, liability and expense (including costs and attorneys' fees) in connection with loss of life, bodily injury, personal injury and/or damage to property of whatever kind or character, howsoever caused, arising from or out of any occurrence in, upon or about the property, or in the occupancy or use you of the property or any part thereof, or occasioned wholly or in part by any act or omission you and your guests, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of BDP.

Dated in Sioux Falls / Rapid City, South Dakota, this _____ day of _____, _____

Black Diamond Properties, LLC.

By:

Robbie R. Huber, President
Chris A. Kenzy, Vice President

Renter Signature: _____

Renter Signature: _____

Rules and Regulations

- Check-in 4 pm or later / Check-out 10 am or sooner. \$100/hour penalty for early arrival / late departures. (unless prior approval from BDP)
- No smoking inside the Chalets (including the garages). Please dispose of all tobacco butts properly in designated outdoor areas.
- No under age alcohol consumption.
- All minors must be occupied by an adult.
- Absolutely NO pets allowed.
- Be mindful of your neighbors - Keep music levels to a respectable level.
- No outside music after 10 pm.
- Clean BBQs after each use.
- Keep the garage heaters at their preset temperature – pipes will freeze in the winter time if they are turned off!
- Base board heaters get HOT – Please do not put any cloths, hats, or gloves on the heaters...they may burn!
- When checking out, please help us keep our expenses down by turning down all heaters to 50 degrees. This helps keep our rates down and is good for Mother Nature as well.
- Furniture needs to stay in its original location...please do not move it around.
- Minors in hot tub must be occupied/observed by an adult at all times.
- Overflow Parking: Terry Peak Ski Resort does NOT allow any overnight parking in their parking lot. Please be advised that your vehicle will get towed without authorization.
- Please replace the Chalet keys back in the lock box upon your departure.
- You are responsible for your guests. All items are counted and inventoried after each stay – **ANY LOST, STOLEN, OR BROKEN ITEMS WILL BE CHARGED TO THE ACCOUNT ON FILE!**

Violation of these (or any other) rules is subject to immediate eviction including monetary penalties.

Black Diamond Properties, LLC.

PO Box 119

Lennox, SD 57039

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