

## RESERVATIONS AND RENTAL AGREEMENT

GREETINGS! Thank you for choosing to stay at THE VISTA for your vacation and hunt. We know you will be very happy and pleased with your choice of lodging.

### **LODGING RATES:**

Off season rates for 6 nights or less shall be \$250.00 per night for 4 persons. An additional charge of \$50.00 per person per night will be charged for each person in excess of 4. For 7 consecutive nights or more the rate shall be \$200.00 per night for 4 persons. An additional charge of \$25.00 per person per night will be charged for each person in excess of 4 for those staying 7 nights or more. Maximum sleeping capacity of the lodging facility shall be \_\_\_\_\_ persons.

Special seasonal rates shall be \$500.00 per night for 2 persons. An additional charge of \$200.00 per person per night will be charged for each person in excess of 2. Maximum capacity of the lodging facility shall be \_\_\_\_\_ persons.

50% of the balance is due and shall be provided along with a signed Rental Agreement including the requested information and a security deposit as set forth below within 7 days of mailing the reservation.

### **CONFIRMED RESERVATIONS**

Your reservation is deemed confirmed after we receive the signed confirmation and 50% of your payment and the security deposit. Your reservation is **NOT** confirmed until we receive your signature, which must be returned back to this office within 7 days. If your reservations are not confirmed, that time period for the premises is considered open and will be sold.

### **CHECK IN AND CHECK OUT TIMES:**

Check In Time is 3:00 pm and Check Out Time is 11:00 am. We understand sometimes early check-in or late check-out is needed. Sometimes this can be arranged, and sometimes it is not possible. Contact the office as soon as you can to make the request. Upon check-in, please inspect your property. Guests must notify the office within 2 hours of any maintenance issues that arise during your occupancy.

### **CONFIRMED GUESTS:**

Your reservation is made for the number of guests listed. Your reservation is subject to immediate cancellation or additional charge if you have brought more guests than the property allows.

**EXCESSIVE CLEANING:**

If required after your departure, you will be charged at the rate of \$20 per hour and it will be deducted from your security deposit. ALL PROPERTIES ARE FURNISHED WITH AN INITIAL SUPPLY OF PAPER PRODUCTS. GUESTS ARE RESPONSIBLE FOR PROVIDING EXTRA SUPPLIES FOR THE BALANCE OF THE STAY.

**PROPERTY DAMAGE**

You are responsible for damages to the premises caused by you or your guests. If damages exceed your security deposit, you may be liable for any charges in excess of your security deposit. Those charges will be billed against the credit card on file or directly to you.

**KEYS**

There will be a \$50 charge per key not returned to our office.

**LOST OR STOLEN ITEMS**

We are not responsible for any personal items which may be lost or stolen from the premises.

**NON-SMOKING HOUSING**

Housing located on the property has been designated a non-smoking facility and if there is any evidence of smoking inside the facility, your security deposit will be completely forfeited.

**NO PETS**

Pets are not allowed on the premises without prior authorization. Authorization will be granted only for dogs under special circumstances. All authorized dogs must be kenneled. Your security deposit will be subject to forfeiture if we find that you have brought pets of any kind not authorized to the premises.

**PARTIES**

There are no parties, weddings, etc. allowed on the property without prior written consent. Unauthorized use will cause forfeiture of your security deposit and subject your rental to an additional charge or immediate cancellation of your reservation.

**TELEPHONES**

The premises has a phone block which requires guests to use credit cards for long distance calls. Long distance calls that you make that appear on an owner's bill will be charged against your security deposit or credit card.

**RENTAL CHARGES**

All reservations require 50% payment of the total charges upon reserving the property and a security deposit. The balance of the total charges shall be due upon arrival. All charges shall be subject to state, county and local sales tax.

## **CANCELLATION POLICY**

Except for special seasonal reservations, you have the right to cancel your reservations within 14 days of making the reservation to receive a full refund.

Rent and security deposits will not be refunded on cancellations after the 14 day grace period or for special seasonal reservations.

## **SECURITY DEPOSIT AND REFUNDS**

A security deposit shall be remitted with the reservation and initial payment. The security deposit shall be \$100.00 per night. The security deposit for those guests staying 7 consecutive days or more shall be \$500.00. Security deposit refunds will be made after your departure when final inspection is made. Real and personal property shall be in the same condition as when you arrived.

## **NO TRESPASSING**

No trespassing is allowed on the private property abutting the premises. You may be subject to vacating the premises and forfeiture of your stay should you trespass.

## **VACATE AND FORFEITURE**

You will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following:

- a) Occupancy exceeding the specified housing occupancy and payment for additional persons.
- b) Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons under 21 years of age.
- c) Causing damage to the premises.
- d) Any other acts that interfere with the neighbor's right to quiet enjoyment of their property.

## **GUESTS/OWNERS LIABILITY:**

- a) Subletting the premises is not permitted.
- b) Any violation of the terms of this agreement may result in immediate eviction and forfeiture of all deposits and sums you have paid.
- c) You agree to accept liability for all replacements and repairs caused by you or your guests that are outside what is considered normal wear and tear.
- d) You authorize us to deduct from the security deposit any necessary repairs and replacements that exceed the normal wear and tear and excessive cleaning.
- e) You are responsible for any hunting licensing and permits

and all compliance with State and Federal laws.

- f) The Owner does not assume any liability for loss, damage, or injury to guest's personal property.
- g) Owner does not accept liability for any loss or damage caused by the ACTS OF GOD i.e. natural disasters or other reasons beyond our control.
- h) The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner from any and all claims, demands and causes of action by reason of any injury of whatever nature that has or have occurred or may occur to the undersigned or any of his/her guests as a result of, or in connection with, the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the owner shall be entitled to recover reasonable attorney fees and costs. However, in any action associated with failure to pay for damages, you agree to be responsible for all court costs and legal fees.

We thank you for being our guests. We will do everything possible to help make your lodging and hunt both a fun and a memorable one!

Please telephone us at (712) 982-2588 or (605) 310-6692 with any questions that you may have.

MY SIGNATURE BELOW AND PAYMENT ACKNOWLEDGE MY AGREEMENT TO THESE RESPONSIBILITIES AND ALL PROVISIONS OF THIS AGREEMENT.

**SIGNATURE** \_\_\_\_\_ **NAME(PRINT)** \_\_\_\_\_

**DATE** \_\_\_\_\_

**Address** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Physical Address** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Telephone #'s** \_\_\_\_\_ **Cell #:** \_\_\_\_\_

**Emergency #** \_\_\_\_\_

**Name of Each Guest (s)** \_\_\_\_\_

**E-mail Address** \_\_\_\_\_

**Arrival time/date** \_\_\_\_\_

**Departure time/date** \_\_\_\_\_

**PLEASE SIGN AND INITIAL EACH PAGE OF THIS FORM IN ITS ENTIRETY, SIGN AND MAIL WITH CHECK FOR DOWN PAYMENT AND FOR THE SECURITY DEPOSIT.**

**THE VISTA  
C/O KEVIN AND SHIRLEY DE WEERD  
1644 330TH STREET  
HUDSON, SD 57034**