

**Lakes RV Resort Lease Agreement**  
BPS LLC dba Lakes RV Resort (Lessor)  
100 Silver Creek Trail – Wentworth, SD 57075 605-483-3800

And

\_\_\_\_\_ (Lessee) (complete)

**1. Term and Location**

- (a) The term of this lease shall be 6 (six) months, commencing on April 15<sup>th</sup> and ending on October 15<sup>th</sup>.
- (b) The site leased is Lot # \_\_\_\_\_ (the site). (complete)
- (c) The site cost is **\$2,500** or **\$2,700** To secure your site for the new season, a **deposit of \$500.00 is due by December 1st. Site cost must be paid in full by April 1st.** If not paid by this date you will not be able to park your RV in the site until it is paid. If you stored your RV over the winter, it will need to be removed by this date if not paid.
- (d) **5% discount if the site cost is paid in full prior to January 1<sup>st</sup>.**
- (e) Lessee has the option to leave their unit on site during resort off-season if a deposit of **\$500.00 is paid by October 15th** of the current year to be applied to the following year site cost. If the deposit is not paid by October 15th, the unit must be removed from the site.
- (f) Electricity—Seasonal rates do not include electricity. Electricity is metered at your site and will be billed two times annually (**After July 15th and October 15th**). Electric bills must be paid within 30 days. Starting in 2017 any account with unpaid electrical charges after the due date will be disconnected. There will be a \$25.00 fee + payment of your bill to be reconnected.

**2. Inspection and Condition of Site**

- (a) The Lessee acknowledges that he/she has inspected the site in the presence of the Lessor or his authorized representative and the Lessor warrants that at the commencement of this lease the site will be in the same condition as viewed by Lessee at the date of inspection.

**3. Lease Renewal**

The Lessee shall have the option to renew the lease upon expiry of the term at the lease rates applicable at the time, unless:

- (a) the Lessor, for cause, deems the Lessee to be undesirable or;
- (b) the Lessor decides to discontinue leasing some or all of the sites; or
- (c) the Lessor determines that the Lessor has not followed the resort rules and regulations.

**4. Lease Renewal Rate**

On renewal of the lease the rate will be based on the then current general market rate for similar lease sites in the region. The Lessee shall be notified in writing of the lease rate for the next lease period by November 15th of the current lease year. **All annual renewals must be received by January 1st of the new Lease Year in order to reserve an existing site.**

**5. Disposal of Interest in the Lease**

The Lessee may not sell, transfer, assign or otherwise dispose of his/her lease interest without consent of the Lessor.

**6. Termination**

The Lessor may terminate the lease for cause if the Lessee:

- (a) fails to observe, perform or keep any one or more of the terms of this lease OR
- (b) **substantially and continually fails to observe the rules and regulations governing the use, operation and administration of the site and common areas, set by Lessor, as amended from time to time.**
- (c) **eviction resulting from “compromising of the rules” – is owed NO REFUND.**

**7. Condition of Use:**

(a) The Lessee carries fire, theft, and public liability insurance (including damages caused by falling trees) pertaining to the site and all improvements and equipment brought onto the site.

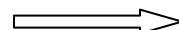
**8. Site Restoration:**

At the expiration or termination of this lease, the site shall revert to the Lessor and the Lessee shall vacate and surrender the site.

(a) The Lessee shall remove all of its improvements and personal property from the site; reasonably restore the site to the state it was in at the time of its initial lease to the Lessee and leave the site in a condition satisfactory to the Lessor.

**9. Indemnification:**

The Lessee shall indemnify and save harmless the Lessor, from any and all claims, costs and expenses in any manner arising by the neglect, default or misconduct of the Lessee or the Lessee's guests on the site, or out of the Lessee's occupancy, use of or operation on his/her site or the common areas. The Lessee hereby waives any right of set-off it may have against the Lessor. The Lessee shall be liable to the Lessor for legal cost on a solicitor and own client basis, incurred by the Lessor in enforcing any of the provisions of this agreement against the Lessee.



Initials of Lessee1 \_\_\_\_\_

Initials of Lessee2 \_\_\_\_\_ (initial)

**10. Act of God:**

The Lessor shall not be responsible for any event the occurrence of which prevents the Lessee from occupying or using the site and which is not reasonably in control of the Lessor. This includes an Act of God. If access to or occupation of the site by the Lessee is affected by such an event, the Lessor shall take all such steps as may be reasonable in the circumstances to remedy the event.

**11. Notification:**

All notices, requests, demands or communications ("notices") required by the terms hereof or permitted to be given by one party to any other party, shall be given in writing by personal delivery or by registered mail, postage prepaid, facsimile transmission or electronic Email to such party, at the address first above written or at such other address as may be given by the Lessee to the Lessor in writing from time to time. All such notices shall be deemed to have been received when delivered or transmitted or, if mailed, seven (7) days after the day following the mailing.

**12. Disputes:**

In the event of any concern arising, the parties will contact each other in order to deal with the issues. If the matter cannot be resolved between the Lessee and the Resort Manager, it will be referred to the Board of Directors. Should the matter remain in dispute following the referral to the Board of Directors; each shall seek legal council to resolve the issue.

**13. \_\_\_\_\_ I received a copy of and agree to the Lakes RV - Resort Rules and Regulations (initial).**

**Date:** \_\_\_\_\_ **(complete)**

**The receipt and deposit of the Lessee's lease payment(s) annually, in paper or electronic form, signifies Lessee's agreement with this Lease Agreement and the Lakes RV - Resort Rules and Regulations.**

**Please provide All of the following information for Resort records:**

Last Name: \_\_\_\_\_ First1 \_\_\_\_\_

Last Name: \_\_\_\_\_ First2 \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone1: \_\_\_\_\_

Cell Phone2: \_\_\_\_\_

E-Mail Address(es): \_\_\_\_\_

Resort communications may be sent via Email.

Children Names and Ages: \_\_\_\_\_

Number of Dogs: \_\_\_ Breed & Weight of Each Dog: \_\_\_\_\_

Camper Year: \_\_\_\_\_ Camper Make/Brand \_\_\_\_\_

Camper Model \_\_\_\_\_ Camper Length: \_\_\_\_\_ # of Slides: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Make/Model of Motorized Recreational Vehicle(s): \_\_\_\_\_

In Case of Emergency Contact (not you): \_\_\_\_\_

Relationship: \_\_\_\_\_ Phone of Emergency Contact: \_\_\_\_\_