

GOLF CART PARKING SPACE Rental Agreement

ROCKY KNOLLS GOLF COURSE

This Rental Agreement ("Agreement") is entered into on _____ (Date) by and between Rocky Knolls Golf Course, of 12181 US Hwy 16, Custer, SD 57730 ("Lessor") and ("Lessee")

NAME: _____ of

ADDRESS: _____
(City) (State) (Zip Code)

The Parties hereto, intending to be legally bound and in consideration of the mutual covenants hereinafter contained agree as follows:

GRANT

Lessor, on the dates set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee an Annual Parking Permit to use 1 Golf Cart Parking Space ("Facility"). Golf Cart Parking Space Permits are only available to Rocky Knolls Golf Course Members.

DATES

Access to the Golf Cart Parking Space will commence on _____ and end on _____ (dates).

RENTAL FEE

Lessee shall pay to Lessor as a rental fee for the Golf Cart Parking Space Permit, the sum of \$ _____ due on or before commencement of date of access to the Golf Cart Parking space.

INDEMNIFICATION

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorney's fees), damages, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

"AS-IS" CONDITION

Lessee agrees to accept the Facility in its "as-is" condition "with all faults".

ASSIGNMENT AND SUBLICENSING

Lessee shall not assign any interest in this Golf Cart Parking Permit Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than the Lessee.

TERMINATION

Lessor may terminate this agreement upon any one or more of the following events:

- A. Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due;
- B. Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may with or without further notice, forthwith terminate this agreement, remove Lessee's golf cart from the property and repossess the parking space.

INTERFERENCE

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the property by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in Maintaining the Parking Facility.

RESTORATION

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this Agreement, Lessee shall pay Lessor for any such damages, repairs, or replacements upon demand by Lessor.

CANCELLATION

Lessee does not have the right of refund if they wish to cancel the rental agreement during the term of the agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of South Dakota.

SIGNATORIES

This Agreement shall be signed by a Board Member on behalf of Rocky Knolls Golf Course and by _____ (Lessee).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LESSOR: Rocky Knolls Golf Course

By: _____ (Board Member)

LESSEE:

By: _____ (Lessee)