**BUSBY PROPERTIES, LP /OAHE VIEWS RV PARK**

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**2024 RV PARKING RENTAL LEASE AGREEMENT**

THIS RV PARKING RENTAL LEASE AGREEMENT, (hereinafter" Agreement") made effective as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2024 by and between Busby Properties, LP /Oahe Views RV Park. And its successor and assigns, (hereinafter “Lessor’’), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter, “Camper”).

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. Lease of Campsite. Lessor hereby leases to Camper, upon the terms and conditions hereinafter set forth, the Campsite Number\_\_\_\_\_\_ (hereinafter the "Campsite" or the "Leased Premises"). Camper takes and accepts the Leased Premises in its "as is" condition. Camper will be allowed to place one (1) Recreational Vehicle (“RV”) on the Campsite. Camper's RV is described as follows: [Please insert make, model and license plate number for your RV]

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1. Terms & Rate. The terms of this Agreement is:

**Camping Season** at the Rate of **$375.00**, and for month to month of the 2024 camping season. The commencement, duration, and termination of the camping season shall be subject to appropriate weather conditions, to be determined by Lessor in its sole discretion. Lessor makes no guarantees associated with the 2024 camping season’s commencement, duration, or termination. Water. r to the RVs shall cease no later than October 1 or earlier if deemed necessary by Lessor. If Lessor deems it necessary to terminate the water supply to the RVs prior to October 1, in order to protect the Campground’s infrastructure, Lessor will promptly, allowing as much warning and time as possible to Camper, give notice via the telephone number and/or email which Camper lists below. No fee adjustment will be made for reasonable changes associated with the 2024 camping season's commencement, duration, or termination which may vary from prior camping seasons’ commencement duration, or termination dates. Month to month Camper shall terminate lease with 3 day notice.

1. Payment Due. Annual Campers shall pay **$ 1,450.00** no later than **April 1, 2024.** Month to month shall pay **$ 375.00** no later then the third of the month.
2. Assignment and Subletting. Lessor may assign this Agreement to its successor or assigns without the express consent of Camper. Camper shall not assign or sublet this Agreement without the expressly written consent of Lessor.
3. **Utilities.** Lessor will provide utilities to the Campsite for the Camping Season, subject to the following:

 (a) No Air Conditioning Units, other than the unit in the RV, are permitted;

 (b) Camper agrees to tum off all Air Conditioning Units prior to leaving the Campsite for durations of absence longer than one (1) day.

 (c) No Extension Cords may be run to the Campsites from other sources;

 (d) Each Annual Campsite is allowed one (l) additional Energy Efficient Refrigerator/Freezer. Camper must provide proof of Unit's Energy Efficiency to Lessor prior to its use at the Campsite.

1. Improvements/Alterations to Campsite/Lawn Maintenance. Camper shall not make any repairs, alterations, or improvements to the Campsite without the written consent of Lessor. Requests shall be submitted to Lessor in writing. Permanent decks are permitted so long as they are constructed within the boundaries of the Campsite and Lessor approves the plans prior to construction. Small storage containers that can be removed by hand are permitted. **Lessee shall be responsible for the lawn maintenance for Lessee's respective Campsite.**
2. Condition of Campsite. Camper shall maintain the Campsite in a neat and clean condition. Camper shall not permit rubbish, refuse, or garbage to accumulate or any fire hazard to exist upon the Campsite. Upon vacating the Campsite, Camper shall restore said Campsite to its natural condition.
3. Indemnity. Excepting Tortious and Personal Conduct on behalf of Lessor, Camper agrees to indemnify and hold harmless Lessor and its agents against all claims resulting from loss or damage to property or from personal injury to any party arising out of Camper's use of Lessor's properties and facilities, including attorney fees incurred by Lessor resulting from said claim. All property belonging to Camper or any invitee on the premises shall be there at the risk of Camper or invitee, and Lessor shall not be liable for damage thereto or the theft or misappropriation thereof
4. Severe Weather Shelter Access. Camper acknowledges that there is no severe storm shelter on or by the premises. Camper also acknowledges that severe weather, causing potentially harmful or fatal injuries, could occur at the Campground.
5. Natural Wildlife. The Leased Premises inevitably shares the beautiful countryside with its natural and abundant wildlife, including but not limited to: coyotes, cougars, bees, snakes, as well as other species of wildlife. Therefore, Camper agrees to ensure that they and their guests are properly safeguarded against a potential encounter, and that all children are properly attended to, by an adult, at all times.
6. Loss by Fire or Other Casualty. If the Campsite is damaged by fire, wind, or other cause so as to render it unfit for the purposes of RV camping, this Agreement shall expire and Camper shall vacate the Campsite and surrender the same to Lessor, in Lessor's sole discretion. No compensation shall be payable by Lessor to Camper by reason of inconvenience, annoyance, or loss of use of the Campsite resulting from such termination or from repair, rebuilding, or reconstruction of the Campsite or any addition thereto.
7. Insurance. Camper shall be responsible for insuring its own personal property and for obtaining its own liability insurance coverage.
8. Right to Inspect. Lessor shall have the right to enter upon the Camper's Leased Premises during all business hours for the purpose of inspecting the same or for making repairs, additions or alterations thereto, or for the purpose of showing the same to prospective Campers or potential purchasers of the campground. The exercise of such right shall not be deemed an eviction or disturbance of Camper's use or possession.
9. Right to Eviction. Any violation by Camper of any provision of this Agreement, including but not limited to any provision of the Rules and Regulations, or any criminal activity of Camper while on Lessor's premises, shall be grounds for the eviction of Camper and forfeiture of all deposits and rental payments.
10. Surrender of Possession. At the expiration of the lease term, whether by lapse of time or otherwise, Camper shall surrender the Leased Premises in good condition and repair, reasonable wear and tear excepted.
11. Waiver. The waiver by Lessor of any violation of this Agreement, including default, by Camper shall not constitute a waiver of any other violation or default or of any subsequent violation or default of the same or similar kind.
12. Severability. Unenforceability of any provision contained in this Agreement shall not affect or impair the validity of any other provision of this RV Parking Rental Lease Agreement.
13. Binding Effect of Lease. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the patties hereto and their respective personal representatives, heirs, successors and assigns. Lessor, at any time, may make an assignment of Lessor’s interest in this Lease, and in the event of such assignment by Lessor and the assumption by the assignee of the covenants and agreements to be performed by Lessor herein, Lessor and Lessor's successors and assigns (other than the assignee of this Lease) shall be totally and completely released from any and all liability hereunder.
14. Nuisance. If Camper disturbs other campers, Camper may be asked to leave immediately, at the sole discretion of Lessor, and in that event Camper shall forfeit all fees paid by Camper under this Agreement. Lessor shall contact law enforcement if Camper refuses to cooperate and vacate the Leased Premises.
15. Governing Law. The laws of the State of South Dakota shall govern the validity, performance and enforcement of this Lease.
16. Rules and Regulations. Attached as Exhibit A and incorporated by reference herein are the Rules and Regulations of the campground. Failure by Camper or his or her invitees to observe these Rules and Regulations shall constitute a default of this RV Parking Rental Lease Agreement and shall give Lessor the right to terminate this Agreement immediately upon actual or constructive notice to the Camper.
17. Acknowledgement. Camper acknowledges that he or she has read this Agreement in its entirety and the Camper understands the provisions herein and agrees to abide by all of the Rules and Regulations set forth herein

23.No Laundry Facility. Camper acknowledges that there is no longer a laundry facility on the premise.

24.Entire Agreement. This RV Parking Rental Lease Agreement constitutes the entire agreement between Lessor and Camper. No oral agreements shall modify this Agreement.

IN WITNESS WHEREOF, Lessor and Camper have signed and sealed this Agreement as of the day and year first above written.

**LESSOR:**

BUSBY PROPERTIES, LP /OAHE VIEWS RV PARK

Dated this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

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BY: \_\_\_\_\_\_\_\_\_\_\_\_

ITS: \_\_\_\_\_\_\_\_

**CAMPER(S):**

Dated this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

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Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A-RULES AND REGULATIONS**

Revised 2024

The following Rules and Regulations are set forth by Lessor. Failure by Camper or his or her invitees to observe these rules and regulations shall give Lessor the right to terminate the respective Camper's RV Parking Rental Lease Agreement, as more fully set forth in said Agreement above.

LESSOR & AGENT(S):

Lessor: Lessor shall mean BUSBY PROPERTIES, LP /OAHE VIEWS RV PARK, or its successors and assigns, within these Rules and Regulations as is consistent with the RV Parking Rental Lease Agreement. Lessor may be contacted directly at (719) 252-5043, in writing at P.O. Box 415 Pierre, SD 57501, or as directed by Lessor or its successor s and assigns at another phone number and address.

Lessor’s Agents: No person or entity shall act in any capacity on behalf of Lessor or its successors and assigns, as Lessor's Agent, without the Lessor's, or its successor and assigns, expressly written consent authorizing and defining an agency relationship between said Lessor, or its successor and assigns, and such person or entity.

GARBAGE: All garbage must be securely wrapped in plastic bags and placed in the Campground dumpster. In the event the dumpster is full, trash should be placed to the side of the dumpster rather than in front of it so that the dumpster can be emptied. Do not leave large or loose items in or around the dumpster. Lessor’s sanitation provider does not allow fish, lumber or any type of equipment to be disposed of in this dumpster.

GARBAGE KEY ACCESS: New Campers may be assigned a numbered key to gain access to the garbage dumpster prior to the commencement of the 2024 camping season. These keys are for Campers only, and may not be duplicated. Campers will be responsible for lost or stolen keys, and replacement keys will be at a cost to the Camper of $25.00 per key. Please notify Lessor if you are need of a key. (It is Lessor’s goal to ensure that the facilities we provide to you are properly safeguarded and clean. We want you to be proud of your vacation home, which is why we use padlocks to keep non-Campers out of the facilities.)

FIRE(S): Before sta1ting any and all fires, other than within enclosed personal cooking grills, Camper must obtain proper authorization and clearance from the Sully County Emergency Manager or Sheriff’s Department (605) 258-2244, or the Sully County Auditor office (605) 258-2541. All "No Fire Bans" shall be strictly adhered to by Camper. All fire rings must be kept clean at all times from trash. In the event Lessor is inspected and fined for trash being present in the fire rings, said fine will be passed on to the responsible Camper and

Camper is responsible to pay said fine or indemnify/reimburse Lessor.

FIREWORKS: No Fireworks are allowed on, or set off from, the Leased Premise s.

PARKING: Each campsite is limited to two (2) vehicles (including boat, four wheelers, motorcycles, dirt bikes, UTV ' s, trailers, etc.) in addition to the RV. RV units must be appropriate for lot size.

SPEED LIMIT: The speed limit is five (5) miles per hour in the campground.

PETS: Pets are permitted as long as they are leashed and properly attended. Camper shall clean up after their pets eve1y where on the Leased Premises, and properly dispose of said waste by collecting the waste, wrapping the waste in plastic sacks, and then dis posing said plastic sacks into the campground’s dumpster.

NOISE: Noise should be kept to a minimum at your Campsite at all times.

STRUCTURES: No buildings or structures may be erected on the Campsite. Permanent decks are permitted so long as they are constructed within the boundaries of the campsite and Lessor approves the plans prior to construction. Small storage containers that can be removed by hand are permitted.

ILLEGAL ACTS: Campers and guests may not engage in any illegal activities at the Campground at any time. Camper shall comply with all city, county, state, and federal laws, ordinances, and regulations.

SEWAGE: Waste water (including sewage) must be disposed of via the septic system hookups that are provided.

EMERGENCY: All camping units shall be operational and capable of removal within twenty-four (24) hour notice.

INSPECTION: All annual campsites must be cleaned on or before October 1st each year. Lessor will inspect each Campsite between October 1st and November 1st of each year. Any Annual Campsites that have not been properly cleaned may be subject to non-renewal of the Campsite lease for the following year.

RESPONSIBILITY: Camper shall at all times be responsible for the conduct of all persons using the Campsite with the permission of Camper. Camper shall ensure that all conditions of the RV Parking Rental Lease Agreement and these Rules and Regulations are complied with by all guests of said Camper using the Campsite. No person shall use the Campsite without the permission of Camper. If minor(s) are present at the Campsite there must be at least one (1) person eighteen ( 18) years of age or older present at all times at the Campsite.

VISITOR PARKING: Visitors to the campsite shall park their vehicles in such a way that the vehicle does not interfere with other Campsites or other Campers.

CLEANLINESS: Camper is responsible for the upkeep of Camper's property around their Campsite. Campers are also responsible for informing Lessor or Lessor’s agent about any and all low hanging, unsightly, or hazardous trees in and around Camper's Campsite.

MOWING AND SITE LANDSCAPE MAINTENANCE: Lessee shall be responsible for maintaining their immediate respective Campsite (i.e. Clear of clutter/debris and organized) for ease of property mowing and site landscaping maintenance.

RV SALES: If Camper sells its RV to any person during the Term, or while the RV is located

within the Campground, the purchaser shall have no right to retain the RV in the Park without the

Landlord’s approval in a new lease. If Camper sells its RV, Camper and the new RV owner must

within five (5) days of selling the RV, make arrangements for the new RV owner to fill

out a new RV Parking Lease Agreement and send all of the required documentation to Lessor, or

its successor and assigns, before the new RV owner's lease will be considered.

NATURAL WILDLIFE: One of the greatest aspects of our Campground is its unpopulated serenity. However, as a result, the Campground inevitably shares this beautiful countryside with its natural and abundant wildlife, including but not limited to coyotes, cougars, bees, snakes, as well as other species of wildlife. Therefore, please ensure that you and your guests are properly safeguarded against a potential encounter. Especially, PLEASE ENSURE THAT ALL CHILDREN ARE PROPERLY ATTENDED TO, BY AN ADULT, AT ALL

TIMES! Never play or provoke any of the natural wildlife that you may encounter at the Campground. Please take the time to consider what emergency medical facility options are available within the surrounding Campground area.

***As new owners we are committed to providing a hands-on approach to creating a sense of community in our campground where everyone can have fun and enjoy their time with us. If we can help make your stay more enjoyable please feel free to let us know!***