

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT (Agreement) is entered into between **THE FOUNDATION FOR YOUTH FIREARMS SAFETY, INC.**, and **THE SPORTSMAN'S CLUB OF BROWN COUNTY, INC.**, PO Box 712, Aberdeen, South Dakota 57401 (collectively the Club) and \_\_\_\_\_

(Renter).

1. **PREMISES.** Renter rents from the Club, and the Club leases to Renter, the Premises known as the Terry O'Keefe Hunter Education Center, including the parking areas and surrounding grounds, located at the Brown County Rifle Range. The Premises does not include the garage, storage areas, or rifle range. The kitchen can be used for storing, warming, and serving food products. No cooking, frying, or baking of raw food products and ingredients are allowed. No deep fat fryers or other cooking vessels using oil are allowed.

2. **RENT.** Renter shall pay the Club \$150.00 per day, in advance, for the use of the Premises.

3. **RENTER'S OBLIGATIONS AND DEPOSIT.** No smoking is allowed in the building; Renter must enforce the "no smoking" policy. Renter is solely responsible for cleaning the Premises during and after Renter's use. All trash and garbage must be removed and properly disposed of by Renter. The Premises must be restored to the conditions which existed prior to Renter's use. Renter shall make a deposit of \$150.00. At the end of the rental, the Premises will be inspected by a Club representative. The determination of whether the Premises have been satisfactorily cleaned and restored shall be made in the sole discretion of the Club representative. If the Premises have not been satisfactorily cleaned and restored, the Club can use Renter's deposit for cleaning and restoring the Premises. Any unused part of the deposit will be returned to Renter; if the deposit is not sufficient, or if damage is later discovered, Renter shall reimburse the Club for all restoration expenses not covered by the Deposit.

4. **TERM.** Renter shall have the use of the Premises from \_\_\_\_\_ o'clock \_\_.m. to \_\_\_\_\_ o'clock \_\_.m. on \_\_\_\_\_.

5. **INSURANCE.** Renter is solely responsible for obtaining insurance to protect Renter regarding claims for personal injury, death, and property damage resulting, directly or indirectly, from the use of the Premises by Renter and Renter's invitees. The Club does not provide any insurance coverage for Renter, or Renter's invitees. The Club shall be listed as an additional insured on Renter's insurance.

6. **INDEMNIFICATION AND RELEASE.** Renter shall defend, indemnify, and hold the Club, and the Club's directors, officers, and members harmless from any claims related, directly or indirectly, to the use of the Premises by Renter, and Renter's invitees. Renter releases the Club, and the Club's directors, officers, and members from any liability related, directly or indirectly, with the use of the Premises by Renter and Renter's invitees. Renter, on behalf of Renter and Renter's invitees, assumes all risks, of any nature, related to the use of the Premises.

**THE FOUNDATION FOR YOUTH  
FIREARMS SAFETY, INC., AND  
THE SPORTSMAN'S CLUB OF  
BROWN COUNTY, INC.**

**RENTER**

By \_\_\_\_\_  
Their President  
Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name  
Date \_\_\_\_\_