

RENTAL LEASE

Lease made this _____ day of _____, 2023, between the City of Dickinson, with post office address of 38 1st Street West, Dickinson, ND 58602, hereinafter referred to as "LESSOR", and Czech Heritage, Inc.. with post office address of 1905 Prairie Creek Road, Dickinson, ND 58601, hereinafter referred to as "LESSEE".

RECITALS

LESSOR is the sole owner of the premises and property described below, and desires to lease the rental space to a suitable lessee for business purposes.

In consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **DESCRIPTION OF PREMISES:** LESSOR leases to LESSEE:

Building known as the Czech Museum located at Prairie Outpost Park

("the Property")

2. **TERM:** The term of this Lease is five (5) years, beginning on October 1, 2023 and terminating on the September 30, 2028. The Parties may mutually agree to renegotiate this Lease upon expiration of the initial term.
3. **RIGHT OF RENEWAL:** LESSEE shall have the option to renew this Lease upon the expiration of the initial term. LESSEE shall notify LESSOR of its election to exercise this right of renewal no less than 60 days prior to the expiration of the initial term hereof. Within thirty (30) days of LESSOR'S receipt of LESSEE'S notice, LESSOR shall provide LESSEE with the proposed rent for the option period. LESSEE shall have thirty (30) days to accept or reject the proposed rent.
4. **RENT:** The annual rent under this Lease is One Hundred Dollars (\$100.00). LESSEE shall pay LESSOR that amount in annual payments due on or before the 1st day of January during each year of this Lease.
5. **USE OF PREMISES:** The Property is to be used for purposes associated with the Czech Museum. LESSEE shall restrict its use to such purposes and shall not use or permit the use of the Property for any other purpose without the written consent of LESSOR.
6. **RESTRICTIONS ON USE:** LESSEE shall not use the Property in any manner that will increase risks covered by insurance on the Property and result in an increase in the rate of insurance or cancellation of any insurance policy, even if such use may be in furtherance of LESSEE'S business purposes.

7. **REAL ESTATE TAXES:** LESSOR shall pay all real estate taxes for the real estate upon which the Property is located.
8. **WASTE, NUISANCE, OR UNLAWFUL ACTIVITY:** LESSEE shall not allow any waste or nuisance on the Property or use or allow the Property to be used for any unlawful purpose.
9. **UTILITIES:** LESSOR shall pay all utilities, including heat and lights, water and garbage service as well as all telephone service furnished to the Property for the term of this Lease.
10. **REPAIRS AND MAINTENANCE:** LESSOR shall maintain the Property and keep it in good repair at its expense, as well as pay for any and all snow removal which may be required on the Property.
11. **ALTERATIONS.** Any and all alterations, additions and/or improvements, except trade fixtures, installed at the expense of LESSEE shall become the property of LESSOR and shall remain upon and shall be surrendered with the Property as a part thereof on the termination of this Lease. Such alterations, additions, and improvements may only be made with the prior written consent and approval of LESSOR which shall not be unreasonably withhold said consent. At the termination of this Lease, LESSEE shall deliver the Property in good order and condition, natural deterioration only excepted. Any damage caused by the installation of trade fixtures shall be repaired at LESSEE's expense prior to the expiration of the lease term. All alteration, improvements, additions and repairs made by LESSEE shall be made in good and workmanlike manner.
12. **DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES:** LESSOR represents that the Property is in fit condition for use by LESSEE. Acceptance of the Property by LESSEE shall be construed as recognition that the Property is in a good state of repair and in sanitary condition. LESSEE shall surrender the Property at the end of the lease term, or any renewal thereof, in the same condition as when LESSEE took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms.
13. **ENTRY ON PREMISES BY LESSOR:** LESSOR reserves the right to enter on the Property at reasonable times to inspect it, perform required maintenance and repairs, or make additions, alterations, or modifications to any part of the building, and LESSEE shall permit LESSOR to do so. LESSOR may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repairs, all with incurring no liability to LESSEE for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.
14. **SIGNS, AWNINGS, AND MARQUEES INSTALLED BY LESSEE:** LESSEE shall not construct or place signs, awnings, marquees or other structures projecting from the exterior of the Property without the written consent of the LESSOR.
15. **NON-LIABILITY OF LESSOR FOR DAMAGES:** LESSOR shall not be liable for

liability or damage claims for injury to persons or property from any cause relating to the occupancy of the Property by LESSEE. LESSEE shall indemnify LESSOR from all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.

16. **LIABILITY INSURANCE:** LESSOR shall maintain general liability insurance on the Property. LESSEE shall be responsible for maintaining renters' insurance to cover any damage to LESSEE'S personal property during the term of the Lease.

17. **ASSIGNMENT, SUBLEASE, OR LICENSE:** LESSEE may not sublease the Property. An unauthorized assignment, sublease or license to occupy by LESSEE shall be void and shall terminate this Lease at the option of LESSOR.

18. **WAIVERS:** The failure of LESSOR to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that LESSOR may have regarding that specific instance only and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

19. **BREACH:** The failure of LESSEE to comply with each and every term and condition of this Lease shall constitute a breach of this lease. LESSEE shall have thirty (30) days after receipt of written notice from LESSOR of any breach to correct the conditions specified in the notice.

20. **REMEDIES OF LESSOR FOR BREACH BY LESSEE:** LESSOR shall have the following remedies in addition to its other rights and remedies in the event LESSEE breaches this Lease:

a. LESSOR may re-enter the Property immediately and remove the property and personnel of LESSEE, store the property in a public warehouse or at a place selected by LESSOR, at the expense of LESSEE.

b. After re-entry LESSOR may terminate this Lease on giving thirty (30) days written notice of termination to LESSEE. Without such notice, re-entry will not terminate the lease. On termination LESSOR may recover from LESSEE all damages proximately resulting from the breach, including the costs of recovering the Property and the worth of the balance of this Lease over the reasonable rental value of the Property for the remainder of the lease term, which sum shall be immediately due LESSOR from LESSEE.

21. **ATTORNEY'S FEES:** If LESSOR files an action to enforce any provision contained in this Lease, or for breach of any covenant or condition, LESSEE shall pay LESSOR reasonable attorney's fees for the services of LESSOR'S attorney in the action, all fees to be fixed by the Court.

22. **QUIET ENJOYMENT:** LESSOR warrants that LESSEE shall be granted peaceable and quiet enjoyment of the Property free from any eviction or interference by LESSOR if LESSEE pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions of this Lease.

23. **TOTAL AGREEMENT:** This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors and assigns of both parties.

24. **APPLICABLE LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

25. **TIME IS OF THE ESSENCE:** Time is of the essence in all provisions of this lease.

In witness whereof, the parties have executed this lease at Dickinson, North Dakota, the day and year first above written.

LESSOR:

CITY OF DICKINSON

Scott Decker, President
Board of City Commissioners

ATTEST:

Dustin Dassinger, City Administrator

LESSEE:

CZECH HERITAGE, INC

BY: _____
