

LEASE AGREEMENT FOR USE OF CITY OF DEADWOOD PROPERTY

THIS AGREEMENT is made and entered into on this 20th day of June, 2022, by and between the City of Deadwood, hereinafter referred to as "LANDLORD," and South Dakota School of the Deaf, hereinafter referred to as "TENANT."

I

The purpose of this Agreement is to set forth the terms and conditions under which LANDLORD leases property owned by the City of Deadwood to TENANT.

II

A description of the premises for which permission is granted is as follows:

1. History and Information Center (upstairs), 3 ½ Siever

III

The purpose for which TENANT is using the above-described premises is as follows:

1. Offices and meeting space for South Dakota School of the Deaf.

IV

TENANT agrees to pay rent in the amount of Four Hundred Dollars (\$400) per month on the 1st day of each month, beginning on the 1st day of July, 2022, and ending on the 30th day of June, 2023.

The above rental fee includes utilities, water, sewer, heat, air-conditioning, electricity and a parking spot. TENANT shall be solely responsible for its own telephone and internet expenses and access.

V

TENANT may not build any structures on the above-described premises. Further, any proposed improvements or changes to the above-described premises must be approved by the Deadwood City Commission.

VI

TENANT specifically acknowledges and agrees that it shall be solely responsible for any damage to personal property located or stored in or upon LANDLORD property pursuant to this Agreement and that DEADWOOD shall not be responsible for any damage or loss to or of

TENANT'S property which results from any cause or reason with regard to personal property owned by TENANT stored or located on city property pursuant to this Agreement. Further, TENANT agrees to hold LANDLORD harmless and indemnify DEADWOOD from any sums of money, which LANDLORD might have to pay to any person as a result of property damage, personal injury, or death resulting from TENANT'S use of city property pursuant to this Agreement.

VII

The Deadwood Historic Preservation Office shall administer and supervise use of City of Deadwood premises pursuant to this Agreement and TENANT shall contact such Official with respect to all matters and questions concerning this Agreement. This Agreement is subject to approval by the City Commission of the City of Deadwood and shall be effective upon approval by the Deadwood City Commission. Any extensions of the term of this Agreement must be approved by the Deadwood City Commission.

VIII

The parties agree that either party may terminate this Agreement upon serving a written notice of such termination. The parties agree that the TENANT shall have thirty (30) days to vacate the building and remove such items that it owns from the building from the date of receipt of the notice of termination.

IX

TENANT shall maintain adequate insurance against any loss on any property it stores or maintains on the premises. TENANT shall also maintain adequate insurance - a minimum liability insurance policy of One Million and No/100ths Dollars (\$1,000,000.00) - against any loss that may occur due to activities pursued by TENANT as outlined in paragraph III, above.

X

This Agreement shall be governed by and construed in accordance with the laws of the state of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Lawrence County, South Dakota.

XI

In the event that any provision of this Agreement is held unenforceable or invalid by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

XII

This Agreement constitutes the entire Agreement of the parties and any other prior Agreement, discussion, representation or communication regarding the subject matter of this Agreement is superseded by the terms of this Agreement.

Dated this 20th day of June, 2022.

LANDLORD
City of Deadwood

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

Dated this _____ day of June, 2022

TENANT
SOUTH DAKOTA SCHOOL OF THE DEAF

Claudean Hluchy
It's Business Manager