

**2023 PARKING LEASE WITH**  
**SOUTH DAKOTA COMMISSION ON GAMING**

This Lease, made and entered into by and between the State of South Dakota, for the South Dakota Commission on Gaming hereinafter referred to as TENANT, and the City of Deadwood, hereinafter referred to as LANDLORD.

**WITNESSETH**

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

The LANDLORD hereby leases and rents unto the TENANT, and the TENANT hereby hires and takes from the LANDLORD located in the City of Deadwood, County of Lawrence, the following described property: 7 parking spots located in the Miller Street Parking Lot in Deadwood, South Dakota.

Under the following terms and conditions:

**SECTION 1 (TERM OF LEASE)**

The term of this lease shall be for one (1) year, to commence on April 1, 2023 and terminate on March 31, 2024 unless the TENANT exercises the option to renew under provision set forth herein and allow month to month extension with 30 day notice.

**SECTION II (PAYMENTS)**

The TENANT will pay the LANDLORD the sum of \$6,300.00 a year during the tenure of this lease. Rental payments shall be paid on the first day of April.

Payments shall be made to:

NAME: Deadwood City Finance Office  
ADDRESS: City Hall – 102 Sherman Street  
Deadwood, SD 57732

**SECTION IV (FUNDING OUT)**

The LANDLORD agrees that the continued rental of the hereinbefore described premises for the term hereinbefore specified by the TENANT is dependent upon receipt of both funds and expenditure authority from the Legislature. In the event that the Legislature does not provide said

funds or expenditure authority for any fiscal year, then and in such event, this lease is null and void and said lease shall expire at the end of the fiscal year in which the last funding shall be made available for the TENANT. LANDLORD agrees that a termination because of lack of funds or expenditure authority will not result in a claim against the TENANT, the State of South Dakota, or any officer or employee of the State.

#### **SECTION V (TERMINATION)**

The TENANT at the termination of this lease agrees to quietly yield and surrender the premises to LANDLORD or its successors and assigns in as good a condition and repair as when TENANT took possession of the premises, reasonable wear and tear thereof, damage by the elements, other than casualty, condemnation and/or appropriation excepted.

#### **SECTION VI (PEACEABLE AND QUIETLY HOLD)**

The TENANT shall have the right to peaceable and quietly hold, enjoy and occupy the premises from 7:00 a.m. to 5:00 p.m. Monday through Friday as described for the term of this lease without hindrance, interruption, ejection, molestation by LANDLORD or by any other person or person whomever. LANDLORD shall assign specific spaces for the TENANT in the Miller Street parking lot and that such spaces will be available at all times described above for use by the TENANT. TENANT shall be responsible for all costs of signage; LANDLORD shall install all signage. TENANT agrees to abide by all rules and regulations established by LANDLORD for the Miller Street parking lot. This lease shall not be assigned, sublet, or transferred to any other party, without the written consent of LANDLORD.

The TENANT agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. TENANT acknowledges and agrees that it is taking the same risks of the vehicle being stolen or damaged that it would take if it parks on any street. TENANT further agrees that if anyone steals or damages its vehicle or anything in its vehicles, that TENANT will not request LANDLORD to pay for any such losses incurred. LANDLORD specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to TENANT'S vehicles or its contents while parking in the Miller Parking Lot. TENANT agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use the Miller Parking Lot at its own risk and responsibility.

TENANT shall assume all risks incident to the use of the premises as a parking lot and shall indemnify LANDLORD against any loss, damage or expense resulting from personal injury or damage to, or loss of property caused in any manner by TENANT, and against any loss, damage, or expense resulting from injury to TENANT.

**SECTION VII (CANCELLATION)**

Notwithstanding provision hereinbefore described, the TENANT may cancel this lease upon thirty (30) days' notice in writing. During the 30 days prior to the expiration of the term, LANDLORD shall have the right to exhibit the premises to prospective TENANTS. The giving of the notice required herein shall not release either LANDLORD or TENTANT from full and faithful performance of all terms and conditions of this lease during the continuing occupancy of TENANT after the notice of termination but before TENANT actually vacates the premises.

**SECTION VIII (PRIOR LEASE)**

This lease shall render null and void any previous lease or agreements between the TENANT and LANDLORD for the premises herein described.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed individually or by their respective and duly authorized officers.

STATE OF SOUTH DAKOTA  
Department of Revenue

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

CITYOF DEADWOOD

\_\_\_\_\_  
David Ruth Jr., Mayor

\_\_\_\_\_  
Witness

ATTEST:

\_\_\_\_\_  
Jessica McKeown, Finance Officer