

**PARKING LEASE WITH**  
**TROY GORANS-CEO OF LATCHSTRINGS GETAWAYS LLC**

This Lease Agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CITY", and TROY GORANS, CEO of Latchstring Getaways, LLC, at 21 Deadwood Street, Deadwood, South Dakota 57732, hereinafter referred to as "GORANS".

CITY and GORANS agree that GORANS shall rent (3) three spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles on Deadwood Street under the following terms and conditions:

**I.**

The term of this lease shall be for (5) five months, to commence on June 1, 2020 and terminate on October 31, 2020. The parties acknowledge and agree that GORANS, its employees, representatives and invitees may use (3) three parking spaces Monday through Sunday from 5:00 p.m. to 9:00 a.m. daily.

**II.**

GORANS agrees to pay to CITY as rent the sum of fifty and No/100ths Dollars (\$50.00) plus tax per month for the entire (5) five-month period of this lease with the first payment due and payable on or before the 1<sup>st</sup> day of June, 2020, with payment made the first day of each following month through October, 2020.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a full (5) five-month period, and that GORANS is obligated to pay this parking fee per space per month for the full (5) five months without regard to whether or not GORANS uses said space.

All rent shall be paid and received by the City Finance Officer on the due date or lessee shall be assessed a late charge of (10%) ten percent of the unpaid and outstanding rent. If the rent payment is more than (15) fifteen days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the space without notice to renter.

### **III.**

GORANS and CITY agree that GORANS shall be assigned specific spaces by CITY on Deadwood Street and that such space will be available at all times described above for use by GORANS.

GORANS shall be responsible for all costs of signage, CITY shall install all signage. GORANS agrees to abide by all rules and regulations established by CITY for Deadwood Street. This lease shall not be assigned, sublet, or transferred to any other party, without the written consent of CITY.

### **IV.**

GORANS agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. GORANS acknowledges and agrees that it bears all risks of the vehicle being stolen or damaged and holds CITY harmless from any and all liability for damages to any vehicles parked Deadwood Street including but not limited to theft or damage to vehicles or property in said vehicles. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to GORANS vehicles or its contents while parking Deadwood Street. GORANS agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use Deadwood Street at its own risk and responsibility.

### **V.**

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

### **VI.**

This lease shall be renewed automatically at the expiration of its initial term and additional like terms, provided that either GORANS or CITY may terminate this agreement by

notifying the other party in writing at least (30) thirty days prior to the Expiration date of this lease agreement or any automatic renewal of the same.

Dated this \_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF DEADWOOD**

By: \_\_\_\_\_

David R Ruth Jr.

Its: Mayor

ATTEST:

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

Dated this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mike GORANS