

## VEHICLE PARKING LEASE AGREEMENT

This lease AGREEMENT, hereinafter referred to as "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 JP TOWING COMPANY, a sole proprietorship with a record address of 73 Sherman St Deadwood, SD, 57732, hereinafter referred to as "JP TOWING."

CITY and JP TOWING agree that CITY will lease to JP TOWING, a total of approximately 1,200 square feet of property at the City's Cold Storage Facility (hereinafter "leased property") for the parking of towed motor vehicles under the following terms and conditions:

### I.

The term of this AGREEMENT shall be sixty (60) months, commencing October 1, 2025, and terminating on September 30, 2030. The parties acknowledge and agree that CITY, its employees, representatives, agents, and invitees may use the leased property for disposal of excess snow by providing notice to JP TOWING of the need for such use. JP TOWING shall use its best efforts to make the leased property available for this use.

### II.

JP TOWING agrees to pay to CITY as rent the sum of One Hundred and Fifty Dollars and 00/100 Dollars (\$150) per month for the leased property, for a total of One Thousand Eight Hundred and 00/100 Dollars (\$1,800.00), per year for the sixty (60) months of this lease. The monthly \$150 payments are each due and payable on or before the 15th day of each month, respectively. If the rent payment is more than fifteen (15) days overdue, and JP TOWING has not communicated its intentions for payment within such fifteen (15) day period, CITY may, at its sole option, deem this AGREEMENT terminated and take any necessary action to evict JP TOWING from the leased premises.

As additional consideration for this AGREEMENT, JP TOWING agrees that it shall provide free towage of dead storage for the entire 60 months of this lease term.

### III

JP TOWING agrees to abide by all rules and regulations established by CITY. This AGREEMENT shall not be assigned, sublet, or transferred to any other party, without the written consent of CITY, which may be granted or withheld in CITY's sole and absolute discretion.

### IV.

JP TOWING agrees to accept the leased property in its current condition, as is, where is, and with all faults, hereby excluding all express and implied warranties of any kind from CITY.

### V.

JP TOWING shall indemnify and hold CITY harmless from and against any and all claims or liability from any injury or damage of any person or property arising from JP TOWING's use of the leased property, or from the conduct of JP TOWING's business, or from any activity, work or things done, permitted or suffered by JP TOWING in or about the leased property or elsewhere. JP TOWING shall further indemnify and hold harmless CITY from and against any and all claims arising from any breach or default in the performance of any obligation on JP TOWING's part to be performed under this lease, or arising from any negligence of JP TOWING or JP TOWING's agents, contractors or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or action or proceeding brought against CITY. In the event any action or proceeding is brought against CITY by reason of any such claim, JP TOWING, upon notice from CITY, shall defend the same at JP TOWING's expense by counsel satisfactory to CITY. JP TOWING, as a material part of the consideration to CITY, hereby assumes all risk of damage to property or injuries to persons, in, upon or about the leased property arising from any cause and hereby waives all claims in respect thereof against CITY. This Section does not require JP TOWING to be responsible for or defend against claims or damages arising solely from errors or omissions of CITY, its officers, agents or

employees. JP TOWING agrees to liability insurance coverage of at least \$1,000,000 to protect the interests of JP TOWING and CITY for the time period of JP TOWING's use as described in this lease, naming CITY as an additional named insured and will provide proof of insurance coverage upon execution of this AGREEMENT and at least once per year throughout the term of this lease.

#### VII.

Either party may terminate this AGREEMENT upon 30 days notice to the other party by providing written notice of termination. Upon receipt of notice JP TOWING agrees that it shall remove all vehicles stored upon the leased property within 30 days of receipt of notice of termination of this AGREEMENT.

#### VIII.

JP TOWING agrees that it is taking sole responsibility for any vehicles stored on the leased property. Any theft or damage to vehicles stored on the leased property shall be the sole responsibility of JP TOWING and JP TOWING shall hold CITY harmless for any damages incurred to these vehicles.

#### VIII.

This AGREEMENT represents the final terms agreed to by both parties and supersedes any and all previous agreements and/or understandings, whether written or verbal. This AGREEMENT may not be modified except by an instrument in writing signed by the parties.

If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

The failure of either party to enforce any of the provisions of this lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.

This AGREEMENT is binding on all heirs, assigns or parties who lawfully succeed to the rights or take the place of the JP TOWING or CITY.

The parties as entities warrant they have full authority to enter into this AGREEMENT and in doing so are not violating their charter, articles, by-laws or other such documents and that the undersigned representatives of such parties are fully authorized to enter into this AGREEMENT on behalf of and in the name of the parties to make this AGREEMENT fully binding on them.

#### IX

TIME IS OF THE ESSENCE OF THIS AGREEMENT. In the event of any breach of this lease by JP TOWING, except for payment under Section II, which shall not have been cured within fifteen (15) days, then CITY, may terminate this lease and pursue all rights or remedies it may have in law or equity. All notices of default under this Section shall be in writing and may be given by: (1) certified mail, postage prepaid, addressed to the JP TOWING; (2) hand delivery to JP TOWING; or, (3) process server, civil deputy or other official. All notices shall be deemed to be received by the JP TOWING on the earlier of (1) two days after the date of posting by certified mail; or (2) the date of actual receipt if delivered by hand or by personal service.

Dated this 15th day of September, 2025.

## CITY OF DEADWOOD

Charlie Struble-Mook, Mayor

ATTEST;

Jessica McKeown, Finance Officer

Dated this \_\_\_\_day of September, 2025.

JP TOWING

Pat Eastman, Owner

STATE OF SOUTH DAKOTA )  
 ) SS  
COUNTY OF LAWRENCE )

On this \_\_\_\_\_ day of September, 2025, personally appeared Pat Eastman, who acknowledged themselves to be the Owner of JP TOWING and as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Notary Public, South Dakota

(SEAL)

My Commission Expires:\_\_\_\_\_

# EXHIBIT A

## VEHICLE PARKING LEASE AGREEMENT

City of Deadwood and JP Towing Co.

October 2025



Location of  
1,200 SF Lease Area  
with JP Towing

Snow Dump  
Area

Cold Storage  
Facility

Timm Lane

George S. Mickelson Trail

George S. Mickelson Trail

George S. Mickelson Trail

Cliff Street

Cliff Street

Katon Drive

