

LEASE AGREEMENT FOR USE OF CITY OF DEADWOOD PROPERTY

THIS AGREEMENT is made and entered into on this 5th day of June, 2023 by and between the City of Deadwood (located at 102 Sherman St. Deadwood, SD 57732) hereinafter referred to as "LANDLORD," and Red Road, Inc., (PO Box 173, Deadwood, SD 57732) hereinafter referred to as "TENANT."

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.

1. Rental of premises (office space) located at 3 1/2 Siever Street Deadwood, SD 57732. Sub-leasing of space will not be allowed.
2. The TENANT agrees to pay rent the sum of \$350.00 per month. Can be paid in monthly, quarterly or annual payments. TENANT will not receive an invoice. If not received by the 5th day of each month, a late penalty of \$35 will be accessed.
3. The above rental fee includes utilities, water, sewer, heat, air-conditioning and electricity. TENANT shall be solely responsible for its own cleaning, trash collection, telephone and internet expenses and access. No parking permit is included. Only approved service animals are allowed on the premises.
4. 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.
5. 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.
6. The City of Deadwood Public Works Director shall administer and supervise use of City of Deadwood premises pursuant to this Agreement and TENANT shall contact the City of Deadwood Finance Office 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.
7. The parties agree that either party may terminate this Agreement upon servicing 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.

8. TENANT shall maintain adequate insurance against any loss or 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 above.
9. 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.
10. In the event that any provisions of this Agreement is held unenforceable or invalid by a Court of competent jurisdiction, such hold shall not invalidate or render unenforceable any other provision of the Agreement.
11. This Agreement constitutes the entire Agreement of the parties and any other prior Agreement, discussion, representation or communication regarding the subject matter of the Agreement is superseded by the terms of this Agreement.

Dated this 5th day of June, 2023.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

Dated this ____ day of June, 2023.

Red Road, Inc.

By: Sean Covell

It's: _____