PARKING LEASE WITH
CONRAD COMPANIES

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 Conrad Companies, at 68 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CONRAD".

CITY and CONRAD agree that CONRAD shall rent (2) two spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles on Siever Street under the following terms and conditions:

I.

The term of this lease shall be for one (I) year, to commence on July I, 2022 and terminate on June 30, 2023. The parties acknowledge and agree that CONRAD, its employees, representatives and invitees may use (2) two parking spaces Monday through Friday from 8:00 a.m. to 5:00 p.m. daily.

II.

CONRAD agrees to pay to CITY as rent the sum of one hundred fifty and No/I 00ths Dollars ($150.00) plus tax per month for the entire (1) one-year period of this lease with the first payment due and payable on or before the 1st day of July, 2023, with payment made the first day of each following month through June 30, 2024.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a full (1) one-year period, and that CONRAD is obligated to pay this parking fee per space per month for the full (1) one year period without regard to whether or not CONRAD 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.

CONRAD must be in good standing with the finance office and building dept. or contract will be null and void.

III.

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

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

IV.

CONRAD agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. CONRAD 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 Siever 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 CONRAD vehicles or its contents while parking on Siever Street. CONRAD agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that shall use Siever Street at its own risk and responsibility.

V.

CONRAD 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 CONRAD, and against any loss, damage, or expense resulting from injury to CONRAD.

VI.

This lease shall be renewed automatically at the expiration of its initial term and additional like terms, provided that either CONRAD 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 5th day of June, 2023.

                                     CITY OF DEADWOOD

                                     _____

                                     David Ruth Jr., Mayor

ATTEST:

_____
Jessicca McKeown, Finance Officer

Dated this _____ day of June, 2023.

                                     Conrad Companies

                                     _____

                                     By: Trinity Conrad