

## COMMERCIAL LEASE

This Lease is made between City of Deadwood 102 Sherman Street Deadwood, SD 57732 herein called Lessor, and DeAngelo Contracting Services, LLC of 100 North Conahan Drive, Hazleton, Pennsylvania 18201 herein called Lessee.

Lessee hereby offers to lease from Lessor the Premises situated at 67 Dunlop Ave. Public Works Shop Parking Area (the "Premises") upon the following TERMS and CONDITIONS:

1. **Term and Rent.** Lessor demises the Premises for a one month term commencing on May 10, 2024 at the monthly rental of five hundred dollars (\$500.00) Dollars for a period of one month.

2. **Use.** Lessee shall use and occupy part of the Premises for storage of equipment necessary for their company operations. The Premises shall be used for no other purpose. Lessor represents that the Premises may lawfully be used for such purpose.

3. **Care and Maintenance of Premises.** Lessee acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the Premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the Premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the Premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

4. **Alterations.** Lessee shall not, make any alterations, additions, or improvements, in, to or about the Premises without first obtaining the written consent of Lessor

5. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Lessee.

6. **Assignment and Subletting.** Lessee shall not assign this Lease or sublet any portion of the Premises without prior written consent of the Lessor, which shall not unreasonably be withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

7. **Utilities.** All applications and connections for necessary utility services on the demised Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity and telephone services.

8. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within thirty (30) days after the termination of this Lease, to place upon the Premises any usual "To Let" or "For Lease" signs and permit persons desiring to lease the same to inspect the Premises thereafter.

9. **Possession.** If Lessor is unable to deliver possession of the Premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered within ten (10) days of the commencement of the term hereof.

10. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises or any part thereof unless such damage or injury arises, in whole or in part, from the Lessor's conduct. Lessee agrees to hold Lessor harmless from any claims for damages, unless such claims or damages arise in whole or in part from Lessor's conduct.

11. **Insurance.** Lessee, at his expense, shall maintain public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: One Million (\$1,000,000.00) Dollars. Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a thirty (30) day written notice to Lessor in the event of cancellation or material change of coverage.

12. **Eminent Domain.** If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the

Premises, shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvement owned by Lessee, and for moving expenses.

13. **Destruction of Premises.** In the event of a partial destruction of the Premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the Premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this Lease may be terminated at the option of either party. In the event that the building in which the demised Premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this Lease whether the demised Premises be injured or not. A total destruction of the building in which the Premises may be situated shall terminate this Lease.

14. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within ten (10) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee. On the date specified in such notice the term of this Lease shall terminate, and Lessee shall then quit and surrender the Premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. **Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

16. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the Premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.

17. **Heirs, Assigns, Successors.** This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

18. **Option to Renew.** Provided that Lessee is not in default in the performance of this Lease, Lessee shall have option to renew the Lease automatically for an additional term of one (1) month commencing at the expiration of the initial Lease term. All of the terms and conditions of the Lease shall apply during the renewal term.

19. **Subordination.** This Lease is and shall be subordinated to all existing and future liens and encumbrances against the Premises.

20. **Governing Law.** This Lease is entered into in the State of South Dakota and shall be governed by South Dakota law.

21. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by writing signed by both parties. The following Exhibits, if any, have been made a part of this Lease before the parties' execution hereof:

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

LESSOR

DeAngelo Contracting Services, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT \_\_\_\_\_

PRINT \_\_\_\_\_

Approved addition to the lease

Lessee agrees to indemnify and hold harmless Lessor and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which Lessor may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of Lessee in connection with this agreement or services performed or materials provided pursuant to this contract