

## **MOTOR VEHICLE PARKING LEASE AGREEMENT**

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 FIRST BAPTIST CHURCH OF THE NORTHERN HILLS, with a record address of 110 Sherman St., Deadwood, SD 57732, hereinafter referred to as "FIRST BAPTIST."

CITY and FIRST BAPTIST agree that CITY shall rent a total of nine (9) spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles located at the "First Baptist Parking Lot" described as Lots 26 and 28 in Block 37 of the City of Deadwood, Lawrence County, South Dakota together with such portion of Carney Street as may be vacated adjacent to the westerly line of Lots 26 and 28 as set forth within the following terms and conditions:

### **I.**

The term of this lease shall be sixty (60) months. Commencing January 1, 2024, through December 31, 2028, the parties acknowledge and agree CITY, its employees, representatives and invitees may use the parking spaces Monday through Friday from 8am to 5pm and during Deadwood's designated special events seven days a week 24 hours a day excluding Sundays 7am to noon. All vehicles described in this lease referred to as CITY vehicle(s) shall include any vehicle owned either by CITY or by its representatives or invitees. In addition, First Baptist may request use of the parking for funerals or other events in advance and reserve the parking. These reservations are coordinated through the Parking and Transportation Department or Finance Office.

### **II.**

In accordance with the rates established by FIRST BAPTIST for the city's use of the First Baptist parking lot, CITY agrees to pay to FIRST BAPTIST as rent the sum of Three Hundred and 00/100 Dollars (\$300) per month for all nine (9) parking spaces, for a total of Three Thousand Six Hundred and 00/100ths Dollars (\$3,600.00), per year for the sixty (60) months of this lease due and payable on or before the 1st day of January, 2020, and on or

before the first day of each January following, through 2023. The parties acknowledge that the rent to be paid for this lease is a rental amount for a sixty (60) month period, and that CITY is obligating itself to pay these parking fees per space per month for such period without regard to whether or not CITY uses said space or spaces.

All rent shall be paid to and received by FIRST BAPTIST on the due date or lessee shall be assessed a late charge often percent (10%) of the unpaid and outstanding rent. If the rent payment is more than fifteen (15) days overdue, FIRST BAPTIST may, at its option, deem this agreement void and take any necessary action to re-rent the spaces or spaces without notice to CITY. CITY agrees it is entitled to no further notice under this section.

### III.

CITY agrees to abide by all rules and regulations established by FIRST BAPTIST for the First Baptist Parking Lot. This lease shall not be assigned, sublet, or transferred to any other party, without the written consent of FIRST **BAPTIST**.

### IV.

CITY agrees that it shall not have the right to sublet all or part of the nine (9) parking spaces or assign this lease. CITY agrees to accept the First Baptist Parking Lot in its current condition, AS IS, WHERE IS, and WITH ALL FAULTS, hereby excluding all express and implied warranties of any kind from FIRST BAPTIST except the warranty of title.

### V.

CITY agrees that it is merely renting a space to park a vehicle by City and that such rent does not include protection of the vehicle or the person or persons driving the vehicle or traversing the parking lot to or from a CITY vehicle. CITY acknowledges and agrees that it is taking the same risks of the vehicle being stolen or damaged or of the injury to persons driving the vehicles and traversing the First Baptist Parking Lot to or from a CITY vehicle that it would take if it parks on any street. CITY further agrees that if anyone steals or damages its vehicle or anything in its vehicles, or if any person driving the CITY's vehicle or traversing the First Baptist Parking

Lot to or from a CITY vehicle is injured, that CITY will not request FIRST BAPTIST to pay for any such losses incurred. FIRST BAPTIST specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to CITY's vehicles or its contents while parking in the First Baptist Parking Lot or for any injury to any person driving a CITY vehicle or traversing the First Baptist Parking Lot to or from a CITY vehicle. CITY agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use the First Baptist Parking Lot at its own risk and responsibility.

#### VI.

CITY shall assume all risks incident to the use of the First Baptist Parking Lot as a parking lot and shall indemnify FIRST BAPTIST against any loss, damage or expense resulting from personal injury or death to any person, or damage to, or loss of property arising from or caused in any manner by CITY's use of the First Baptist Parking Lot, and against any loss, damage, or expense resulting from injury to CITY or to the persons driving the CITY's vehicles or traversing the First Baptist Parking Lot to or from a CITY vehicle. CITY agrees to carry sufficient liability insurance coverage to protect the interests of CITY and FIRST BAPTIST under this lease, naming FIRST BAPTIST as an additional named insured as its interests may appear, and shall provide proof of insurance coverage upon request by FIRST BAPTIST.

#### VII.

This lease may be renewed at the expiration of its initial term for an additional like term. Either FIRST BAPTIST or CITY may terminate this agreement by notifying the other party in writing at least thirty (30) days prior to the proposed termination date.

#### VIII.

City shall perform all snow and ice removal from the leased parking area and shall perform all asphalt maintenance during the duration of the lease. Maintenance shall be limited to the parking area.

