

\$250/month
\$3000/annual

LEASE

THIS LEASE dated this _____ day of _____, 20____, made by and between BALTIC AMERICAN LEGION POST 175, of PO Box 197, Baltic, South Dakota 57003, hereinafter called "Landlord" and CITY OF BALTIC, a municipal corporation of 130 St. Olaf Avenue, Baltic, South Dakota 57003, hereinafter called "Tenant".

Landlord hereby leases to Tenant for use by the City of Baltic and its affiliated organizations for use for meetings and for the term and at the rental and upon the conditions set forth herein the meeting space located on the premises of Landlord at 210 St. Olaf Avenue, Baltic, South Dakota, as located on that certain real property described as:

The West 4' of Lot 13 and all of Lot 12, Block 1, Baltic City Original Plat, City of Baltic, Minnehaha County, South Dakota

TERM

The term of this Lease is one year to commencing January 1, 2022, unless terminated earlier under the terms of this Lease agreement. Thereafter, the lease shall renew on a month-to-month basis thereafter unless terminated by either party pursuant to the terms of this Lease.

RENT

Tenant agrees to pay to the Landlord at the address listed in this lease, as rent for the above-described premises for and during the full term of this Lease the sum of \$ 250 per month, payable on or before the 15th day of each and every month.

USE

The premises shall be occupied only as needed for meetings of the Baltic City Council, Baltic Planning Commission, and other affiliated groups of the City of Baltic. Tenant agrees and understands that the premises being leased are business property of Landlord and that Tenant shall not interfere in any way with the regular business operations of Landlord. Landlord agrees to not utilize the meeting space for its regular business operations during times that are scheduled for regular meetings of the City of Baltic and its affiliated organizations and

Tenant agrees not to schedule special meetings at times which would interfere with Landlord's business operations.

Tenant shall not use or permit the use of the premises in any manner that will tend to create waste or a nuisance, or to operate or carry on any business, profession, or trade of any kind.

Tenant agrees to comply with all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the premises.

MAINTENANCE AND REPAIRS

A. LANDLORD'S OBLIGATIONS. The Landlord will be responsible for the following on the premises:

1. Snow removal from parking lot and sidewalks;
2. Maintain in good and safe working order and condition all electrical, plumbing or heating systems of the premises; and
3. Cleaning of the premises.

B. TENANT'S OBLIGATION. Tenant agrees to comply with the following obligations:

1. Keep the premises in reasonable repair and to keep the property in a good state of cleanliness during use;
2. Return tables and chairs to the places where located prior to use by Tenant for meetings;
3. Preserve the premises, appliances, appurtenances in good condition, reasonable wear and tear excepted.
4. Repair all deteriorations or damage to the premises occasioned by their negligent, willful or malicious conduct or such conduct of persons acting under their direction or control.

UTILITIES

Landlord shall be responsible at their own expense for utilities, including natural gas, electricity, water, trash removal, telephone, and cable or computer services.

INSURANCE

Tenant shall be responsible for providing adequate insurance to insure Tenant's property contained in said building and to provide adequate liability insurance to protect Tenant and Landlord from any loss occurring as a result of Tenant's use of the premises or Tenant's business invitees' use of the premise. Tenant shall not be responsible for insuring the premises against loss occasioned by fire, wind, hail, or other disaster.

POSSESSION

The Landlord agrees that the Tenant on paying the rents and complying with the terms of this Lease, Tenant shall peacefully and quietly possess the leased premises at such times as needed for meetings of Tenant and its affiliated organizations.

RIGHT OF ENTRY

Tenant shall be provided keys to the premises on the condition that keys are not duplicated nor used to access the premises except as needed to conduct meetings of Tenant and its affiliated organizations. Tenant shall not permit unauthorized individuals to access the premises at any time.

SURRENDER

The Tenant agrees that they will at the expiration of this Lease quietly yield and surrender the above described premises to the Landlord in as good condition and repair as when taken, reasonable wear and tear excepted.

DEFAULTS AND REMEDIES

The Landlord may terminate this Lease if Tenant fails to pay rent within sixty (60) days after it is due or upon failure to abide with the other terms and conditions of this lease.

TERMINATION

This Lease may be canceled and terminated by either party on giving written notice of intent to terminate to the other party sixty (60) days prior to the date of the intended termination, by sending the required notice to the party to be notified, postage prepaid, by certified mail, at the address specified for that party in this Lease, or by personal delivery to that party. The giving of the notice required herein shall not release either Landlord or Tenant from full and faithful performance of all terms and conditions of this Lease during the continuing occupancy of Tenant after notice of termination but before Tenant actually vacates the premises.

ASSIGNMENT AND SUBLETTING

Tenant may not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease. Any attempted assignment, transfer, mortgage, encumbrance, or subletting without such consent shall be void.

GENERAL PROVISIONS

A. SEVERABILITY. Any provision of this Lease determined to be invalid by a court of competent jurisdiction shall in no way affect any other provision hereof.

B. TIME OF ESSENCE. Time is of the essence.

C. NOTICES. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by certified mail addressed to Landlord and Tenant respectively at the addresses set forth after their signatures at the end of this Lease or such other address which may be furnished in writing. If by mail, notice shall be deemed given at the time of mailing with the necessary postage prepaid.

D. WAIVERS. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other provisions. Either party's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act by the other party.

E. BINDING EFFECT. This Lease shall bind the parties, their personal representative, successors and assigns.

In witness whereof the parties hereto have set their hands and seals as of the date first written above.

LANDLORD
Baltic American Legion Post
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TENANT
City of Baltic

By Rebecca Wulfsberg
Its City Admin.
Address:
210 St. Olaf Avenue
Baltic, SD 57003

By Tracy Petersen
Its Mayor
Address:
130 St. Olaf Avenue
Baltic, SD 57003