

SUB-LEASE AGREEMENT

This Sub-Lease is entered into this 8TH-day of March, 2019, by and between Rapid City High School Baseball, Inc., hereinafter called "Lessor," and Black Hills Amateur Baseball, Inc. hereinafter called "Lessee," both of Rapid City, South Dakota.

1. PURPOSE

The purpose of this Sub-Lease Agreement is to set forth the terms and conditions upon which the Lessor leases to the Lessee the following described Property:

Access and use of the field and associated including the field, practice area and bathrooms of the Leased Premise at McKeague Field located in Rapid City, South Dakota, on Canyon Lake Drive for the operation of Black Hills Amateur Baseball, Inc. Lessor has occupation and control of McKeague Field through a lease agreement with the City of Rapid City, consisting of a baseball park, grandstand facilities, restrooms, lights and all other property used in connection with the operation of the same as a baseball park.

2. TERM

The term of this Sub-Lease shall be from May 31, 2019 to December 31, 2020.

3. CAPITAL IMPROVEMENTS

No capital improvements over One Thousand Dollars (\$1,000.00) shall be undertaken by Lessee unless agree upon by both parties.

4. RENTAL/COST PAYMENT

Lessee shall pay the sum of \$1,000.00 per year.

5. UTILITIES, MAINTENANCE, AND REPAIR

The Lessee shall pay for all damage to the facility beyond normal wear. Lessee shall appropriately clean the areas used by the Lessee and keep the property in appropriate condition for the safe use of Lessee's customers. Lessee shall be responsible for all maintenance associated of the use of the property during its operation, excluding mowing and weed control, including all utilities during its occupation of the property, typical being when the high school has finished their season, which can be Mid-May, or no later than May 31 through the Tuesday following

Labor Day Weekend of each year. Any use of the facility at McKeague field during the high school season, field practice, use of the batting cages, etc, has to be approved with the president of Rapid City High School Baseball prior to use.

6. YIELDING UP OF THE PREMISES

At the termination of this Sub-Lease, the Lessee shall yield up the premises quietly and peaceably to the Lessor in as good a condition as the date of the execution of this Lease, reasonable wear and tear and ordinary depreciation expected.

7. DEFAULT

Lessor shall have the right to inspect the premises at any time and in the event that Lessee shall be in default of any of the obligations to be performed by it under this agreement and such default shall continue unremedied for a period of thirty (30) days, Lessor shall have the right at its option to cancel this Sub-Lease Agreement and reenter and take possession of said leased premises without forfeiting any rights under this Sub-Lease Agreement.

8. MISCELLANEOUS ADDITIONAL PROVISIONS

The parties understand and agree that this Sub-Lease is specifically subject to the following additional provisions:

- (a) Lessee shall be solely responsible for the use, maintenance and care of all its own equipment used in the operation of Lessee's amateur baseball enterprise;
- (b) Special events and weekend use will be coordinated between Lessee and Lessor;
- (c) Lessee shall be responsible for and maintain all liability insurance on the premises and Lessee shall hold Lessor harmless for any cause of action brought against Lessor or any of the Board of Directors of Lessor regarding the operation of the property;
- (d) Lessee shall have the right to sell concession at the Leased property during it's events and/or during times when it occupies the Leased property. This shall include the sale of alcoholic beverages so long as the

event is not affiliated with the South Dakota High School Athletics Association of organizations affiliated with the same. All responsibility with the sale of such products will be the sole responsibility of the Lessee and its affiliated entities and legal alcoholic beverage licenses. Lessee will hold Lessor harmless for any direct conduct of activities associated with the sale of such products under this subdivision of the contract.

- (e) Lessee shall have no right to sub-lease said facility or engage in any other endeavor upon the premises, without the written approval of the Lessor.
- (f) Lessee's rights are derivative and subject to the requirements and limitations of the Lease Agreement(s) and Subleases Agreement(s).

9. TIME IS OF THE ESSENCE

Time shall be deemed of the essence of this agreement and the parties hereto agree that this agreement shall be binding upon them, their heirs, successors, and assigns.

In witness whereof, the parties have executed this Sub-Lease Agreement on the 8th day of MARCH 2019.

LESSOR:

Rapid City High School Baseball

By: [Signature]
Its: President

(SEAL)

LESSEE:

Black Hills Amateur Baseball

By: [Signature]
Its: President

(SEAL)