LEASE

Lease made this 26th day of December, 1976, between the City of Rapid City, 22 Main Street, Rapid City, South Dakota, hereinafter referred to as the City, and Minneluzahan Senior Citizens, Incorporated, hereinafter referred to as Minneluzahan.

In consideration of the mutual covenants herein contained the parties agree as follows:

SECTION ONE

DESCRIPTION OF PREMISES

The City leases to Minneluzahan the real property located at 315 North 4th Street, Rapid City, South Dakota, more particularly described as follows:

Lot RU-16, Original Townsite, Rapid City, Pennington County, South Dakota

SECTION TWO

TERM

The period of this lease shall be one year, beginning on the 1st day of January, and terminating on the 31st day of December. This lease shall be renewed automatically for successive one year lease periods at the end of each lease period unless the City or Minneluzahan shall give notice of its intent not to renew the lease. Written notice of intent not to renew this lease shall be presented in writing to the other party to this lease at the address shown hereon not less than sixty (60) days before the expiration of the lease period.

The preceding paragraph notwithstanding, the first lease period shall be from the 7th day of December, 1976, to the 31st day of December, 1977.

SECTION THREE

RENT

Minneluzahan shall pay to the City as rent for the above described premises the amount of one dollar ($1.00) per year. Payment shall be made to the Finance Officer of the City of Rapid City at 22 Main Street, Rapid City, South Dakota, on or before the first business day of each lease period.

SECTION FOUR

USE OF PREMISES

The premises are to be used for the purpose of conducting social, cultural, recreation, educational, and health programs directed toward Senior Citizens.

Minneluzahan shall restrict its use to such purposes and shall not use or permit the use of the premises for any other purpose without the approval of the Common Council of the City of Rapid City. Minneluzahan shall not allow any waste or nuisance on the premises or use or allow the premises to be used for any unlawful purpose.
SECTION FIVE

UTILITIES

Minneluzahan shall arrange and pay for all utilities furnished to the premises for the term of this lease, including electricity, gas, heat, water, sewer, and telephone service, and garbage.

SECTION SIX

MAINTENANCE

All normal maintenance of the building interior and exterior, the grounds and the parking lot provided adjacent to the leased premises shall be performed by Minneluzahan at its own expense. This shall include maintenance of the building and its fixtures; lawns, trees, and shrubs; and drives, sidewalks, and parking areas, including watering, mowing, and snow removal.

SECTION SEVEN

ASSIGNMENT OR SUBLEASE

Minneluzahan shall not assign this lease or sublease the demised premises without the approval of the Common Council of the City of Rapid City. If any assignment or sublease is made subsequent to approval of the Common Council, it shall not be terminated without further approval of the Common Council.

SECTION EIGHT

ALTERATION

Minneluzahan shall not make or permit to be made any alterations or additions to the leased premises without written approval of the Common Council of the City of Rapid City.

SECTION NINE

EQUIPMENT SUPPLIED BY CITY

All equipment and fixtures provided by the City at the beginning of this lease or at any time during the period of this lease shall remain the property of the City of Rapid City. Minneluzahan shall be liable for all loss of or damages to any such furnishings and fixtures beyond normal wear.

SECTION TEN

INSURANCE

The building and grounds which are the subject of this lease shall be insured by the City under its general insurance policy. Minneluzahan shall reimburse the City for the costs of general insurance.
Minneluzahan further agrees to maintain in force in its own name and at its own expense a general liability policy in the amount of $300,000 per individual and $300,000 per occurrence for personal injury and $50,000 per occurrence for property damage.

CITY OF RAPID CITY
22 Main

Mayor

Minneluzahan Senior Citizens, Inc.

Finance Officer
(SEAL)