

**LEASE AGREEMENT**

(Note: This Lease Agreement shall not be processed by Lessor unless it is accompanied by required payment.)

The parties to this agreement are as follows:

A. Custom Corners LLC, 2820 Sapphire Lane, Spearfish, SD 57783 hereinafter referred to as LESSOR; and

B. \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as LESSEE.

WITNESSETH

LESSOR does hereby agree to lease to LESSEE and LESSEE does hereby agree to lease from LESSOR:

which specific portion is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Lessor reserves the right to make final determination of space assignments in the best interest of the Lessor.)

under the following terms and conditions:

1. TERM: The term of this lease shall commence on \_\_\_\_\_, 20\_\_ and shall terminate on \_\_\_\_\_, 20\_\_, both dates inclusive.

2. CONSIDERATION: As consideration for the lease of the above premises, LESSEE shall pay to LESSOR the total sum of \_\_\_\_\_ . Said rent is to be paid at the following times in the following amount:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. LESSOR is providing no guarantee of exclusivity for sale of any products on the property; i.e., LESSEE is receiving no guarantee or promise that he or she shall be the

only Lessee selling a particular product. LESSEE agrees to sell only the products listed below and will be limited to the sale of those products listed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. CITY OF STURGIS SANITATION FEE: LESSEE agrees to reimburse LESSOR for all sanitation fees imposed by the City of Sturgis, for LESSEE'S use of the premises. The sanitation fee is generally for each business activity on the premises. In addition, \_\_\_\_\_ is charged if food sales are made on the premises.

5. IMPROVEMENTS AND CLEANUP: LESSEE shall not make any permanent improvements or changes to the leased premises. At the termination of this lease, LESSEE shall return the leased premises to LESSOR in the same condition it was at the time possession was taken. Further, LESSEE shall leave the premises in a neat and clean condition, free of any debris whatsoever.

6. LESSEE ACTIVITY:

(a) Set up of vendors shall take place on August \_\_\_\_\_, 20\_\_ from 7:00 a.m. to 7:00 p.m. No exceptions.

(b) LESSEES are required to be open for business by 7:00 p.m., August \_\_\_\_\_, 20\_\_.

(c) LESSEES shall be open from 9:00 a.m. to 7:00 p.m. minimum each day until August \_\_\_\_\_, 20\_\_ at 7:00 p.m. when all business shall cease for the year.

(d) All vendors are required to be operational with personnel present during all of the above designated business hours.

(e) LESSEE tear down shall take place from August \_\_\_\_\_ 20\_\_ at 7:00 p.m. to August \_\_\_\_\_, 20\_\_ at 7:00 p.m.

(f) Wagons and mobile units within the area are prohibited.

(g) Delivery of merchandise or food shall be done before 8:00 a.m. each day. No exceptions.

(h) There shall be no parking on the premises.

- (i) All signs, display tables and equipment shall be confined to the area designated above as having been leased by LESSEE. Merchandise and signs shall be displayed on the back wall of the unit. Partitions of any type are prohibited.

Any violations of the above listed rules shall be a breach of this agreement.

7. CONDUCT OF BUSINESS: LESSEE agrees to conduct any business in compliance with all the statutes of the State of South Dakota and ordinance of the City of Sturgis and shall carry on no illegal activities of any sort on the property. Any violation of this section is a breach of this lease.

8. UTILITIES: LESSOR shall provide lighting as a benefit of LESSEE. LESSOR is not responsible for any damages or loss suffered by LESSEE should such lighting malfunction in any way. LESSEE should consider a backup to electricity source such as a generator.

9. SUB-LETTING: LESSEE shall not sublet the property to any other person, firm or corporation, without the written permission or express consent of LESSOR and any violation of this section is a breach of this lease.

10. RIGHT OF INSPECTION: LESSOR reserves the right to go upon the premises at all reasonable times to ensure the terms and conditions of this agreement are being complied with by LESSEE.

11. INDEMNIFICATION: LESSEE does hereby agree to indemnify and hold LESSOR harmless from any and all claims, demands and liabilities which may be brought against LESSOR arising out of LESSEES use of the premises in any way, and LESSEE agrees to furnish a Certificate of Insurance to LESSOR showing that LESSEE has at least \$1,000,000.00 liability insurance indemnifying LESSOR from any cause of action either by LESSEE or LESSEE'S employees or customers.

12. BREACH: That should LESSEE breach this Lease Agreement, LESSOR shall have the right to immediately evict LESSEE and shall be entitled to damages in the sum of \_\_\_\_\_. It is agreed that damages are hard to ascertain, and the parties agree that said damages shall be an appropriate amount for breach. Should any suit be required to enforce this provision, LESSOR shall be entitled to attorney fees, costs and expenses in the same, and this section is part of the consideration of this agreement.

13. CANCELLATION AND REFUNDS: Should LESSEE desire to cancel this Lease, LESSEE shall forfeit all funds paid to LESSOR. LESSOR shall provide no refunds of lease payment for any reason regardless of whether LESSOR is able to lease the premises or not.

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14. NATURAL AND MAN MADE DISASTERS: There shall be no refund of any fees because of any natural or man made disasters and LESSOR shall not be responsible for any damages due to interruptions of business or loss of property by LESSEE due to any natural or man made or related disaster or calamity. LESSEE is completely responsible for his own property on the premises and should insure it accordingly. LESSOR takes no responsibility for any property of LESSEE.

15. BINDING EFFECT: Time is the essence of this agreement and this agreement is binding upon the executors, administrators and heirs of the respective parties hereto.

16. FURTHER CONDITIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. CONTACT: Any contact with LESSOR concerning this Lease Agreement should be made with FARAZ FARROKHI at (605) 645-2475.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Custom Corners LLC

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee