

NORTHFORK RANCH LLC/WEAVER LEASE AGREEMENT

This lease agreement is made and entered into this 4th day of May, 2021, by and between Northfork Ranch LLC, of 1701 North Broadway Ave, Miller, South Dakota 57362, hereinafter referred to as Northfork Ranch LLC, and _____, of _____, hereinafter referred to as Renter.

RECITALS

- A. Northfork Ranch LLC is the owner of the following described real estate in Hand County South Dakota:

1901 North Broadway, Miller, SD 57362

upon which is located a structure from which the Renter desires to rent from Northfork Ranch LLC.

- B. Northfork Ranch LLC and Renter desire to enter into this written lease.

NOW, THEREFORE, in consideration of the mutual promises, conditions, covenants and rents contained herein, the parties agree:

1. Description of Premises: The Northfork Ranch LLC leases to Renter and Renter leases from Northfork Ranch LLC the following:

1901 North Broadway, Miller, SD 57362

2. Term of Lease. The term of this lease is from May 4, 2021, through and including April 30, 2022 at 12:00 p.m. (Original Term), after which time the lease shall continue on a month-by-month basis commencing May 1, 2022. Either party upon sixty (60) days written notice may terminate the month-to-month tenancy after the Original Term. Northfork Ranch LLC may terminate this Lease during the Original Term after giving Renter sixty (60) days written notice.
3. Security Deposit. There shall be a security deposit of _____ payable on or before the signing of this agreement. Renter is responsible for all damages not covered by the security deposit.
4. Rent. The total rental of _____ shall be payable on the first day of each month during the term of this lease beginning on May 1, 2021 (Prorated 1st month). All rental payments shall be made to Northfork Ranch LLC at the address specified herein. A late fee of \$50.00 will be due on payments received after the 5th of each month.
5. Taxes. Northfork Ranch LLC shall pay all real estate taxes and all special assessments or other legal or proper charges levied by the city, county, state or federal government upon the demised premises.

6. Utilities. Renter shall pay for all utilities including electricity, propane, television, internet, telephone, and garbage service. Northfork Ranch LLC shall pay for the water.
7. Appliances. That the leased premises contain a refrigerator, dishwasher, garbage disposal and microwave. Should any of these items break or cease to operate, Northfork Ranch LLC shall be responsible for the fixing, maintaining or repairing said appliance.
8. Keys and Remotes. Two keys and one remote control for each garage door will be issued at time lease is signed.
9. Pets. No pets shall be allowed on the premises whatsoever, even on a temporary basis.
10. Smoking. No smoking shall be allowed on the premises whatsoever, even on a temporary basis.
11. Use of Premises. Renter agrees not to use the premises or permit the same to be used for any unlawful, immoral or illegal purposes.
12. Care of Premises. Renter shall:
 - a. Keep the leased premises in as good condition and repair as it was at the time Renter took possession of the same;
 - b. Keep the leased premises in a clean, neat and sanitary condition; and
 - c. Not commit any nuisance or waste on the leased premises.

If Renter fails to keep and preserve the leased premises in the state or condition inconsistent with the care set forth above, it shall be deemed to be a breach of this agreement.

13. Condition of Premises. Northfork Ranch LLC shall have no liability or obligation to make any alterations, improvements, or repairs of any kind on or about the leased premises.
14. Mowing and Snow Removal. Northfork Ranch LLC shall be responsible for all yard upkeep including, but not limited to, mowing, raking leaves and keeping yard clear of debris. Northfork Ranch LLC shall also be responsible for all snow removal up to the concrete driveway.
15. Improvements or Changes in and to the Premises Without Northfork Ranch LLCs' prior Written Permission. Renter shall not make alterations, additions, or improvements in and to the demised premises and the building without Northfork

Ranch LLCs' prior written permission. All alterations, additions, and improvements on or in the demised premises shall become part of the demised premises and the sole property of Northfork Ranch LLC.

16. Partial Destruction of Premises. Partial destruction of the leased premises shall not render this agreement void or voidable, nor terminate it except as herein provided. If the premises are partially destroyed during the term of this lease, Northfork Ranch LLC shall repair them when such repairs can be made in conformity with governmental laws and regulations, within 60 days of the partial destruction. If the repairs cannot be made within the time specified, Northfork Ranch LLC shall have the option to make them within a reasonable time and continue this lease with proportional rent rebate to Renter. If the repairs cannot be made in 60 days, either party shall have the option to terminate this agreement.
17. Entry and Inspection. Northfork Ranch LLC or its representatives reserve the right and shall have the right to enter the premises at reasonable times: to inspect the premises; to perform required maintenance, repairs, alterations or modifications of any part of the premises; when Renter has abandoned or surrendered the premises; after notice to vacate has been given by either party; and to show the premises to possible leasees' of the property upon reasonable notice to Renter.
18. Non-liability of Northfork Ranch LLC for Damages. Northfork Ranch LLC shall not be liable for any damage or claims for injury to persons or property from any cause relating to the occupancy of the premises by Renter, including those arising out of damages or losses occurring on sidewalks, barns, fences, trees and other areas adjacent to the leased premises during the term of this lease or any extension thereof. Renter shall indemnify Northfork Ranch LLC from all liability, loss or other damage claims or obligations resulting from any injuries or losses of this nature. Renter shall be responsible for all damage to the premises as a result of Renter's neglect or negligence.
19. Assignment, Sublease or License. Renter shall not assign or sublease the premises.
20. Insurance. During the term of this Lease and any extensions thereof, Renter shall obtain and pay for the following insurance:
 - a. Renter shall purchase personal injury and property damage liability insurance not less than \$200,000.00. Renter shall provide Northfork Ranch LLC a Certificate of Insurance evidencing insurance coverage.
 - b. Northfork Ranch LLC requires Renter secure their own renters insurance to protect themselves for the value of their personal property. Renter shall provide Northfork Ranch LLC a Certificate of Insurance evidencing insurance coverage upon the property. The parties agree that all insurance provided by Renter in this section shall

be carried in favor of Northfork Ranch LLC and Renter as their respective interests may appear.

21. Indemnity. Renter shall indemnify Northfork Ranch LLC against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person of entity arising out of either (1) failure by Renter to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the demised premises, or (3) failure to comply with any law or any governmental authority.
22. Default or Breach. Each of the following events shall constitute a default or breach of this lease by Renter:
 - a. If Renter fails to pay Northfork Ranch LLC any rent when the rent shall become due.
 - b. If Renter fails to perform or comply with any of the conditions of this agreement.
23. Remedies of Northfork Ranch LLC for Breach by Renter. In the event of a breach by Renter of any of the terms or conditions hereof, Northfork Ranch LLC shall have the right to invoke any remedy allowed by law or in equity.
24. Surrender of Possession. Renter shall, on the last day of the term peaceably and quietly surrender and deliver the demised premises to Northfork Ranch LLC. Any personal property not removed at the termination of the lease shall, at the option of Northfork Ranch LLC, shall be deemed abandoned and become the property of Northfork Ranch LLC without any payment or offset therefore. Northfork Ranch LLC may remove such property from the demised premises and store them at the risk and expense of Renter if Northfork Ranch LLC shall so elect. Renter shall repair and restore all damage(s) to the demised premises caused by the removal of personal property or damage caused during the term of this agreement.

Prior to surrendering possession of the premises, Renter shall have all floor coverings in the premises professionally cleaned.
25. Holding Over. In the event Renter remains in possession of the premises herein leased after the expiration of this lease and without the execution of a new lease, it shall be deemed to be occupying said premises as Renter from month to month, subject to all the conditions, provisions, and obligations of this lease in so far as the same can be applicable to a month-to-month tenancy.
26. Fixtures. Upon termination of this lease, Renter shall restore the premises to substantially the same condition as it was in at the time Renter first entered the premises. All paint, wall coverings, carpeting and light fixtures affixed to the

premises shall remain with the premises and be the sole property of Northfork Ranch LLC.

27. Waivers. The failure of the Northfork Ranch LLC to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that Northfork Ranch LLC may have regarding that specific instance, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

28. Notice.

- a. All notices to be given with respect to this agreement shall be in writing. Each notice shall be sent by first class or certified mail, postage prepaid and return receipt requested, if necessary, to the address set forth herein or at such other address as either party may from time to time designate in writing.
- b. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail or sent by electronic mail delivery. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.
- c. Notices shall be given to the parties at the following addresses:

**Northfork Ranch LLC: 1701 North Broadway
Miller, SD 57362**

**Renter: 1901 North Broadway
Miller, SD 57362**

29. Headings. The section headings of this agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

30. Time of the Essence: Time is of the essence in all provisions of this lease.

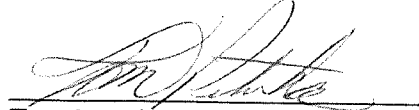
31. Applicable Law. This agreement shall be governed by and construed in accordance with the laws of the State of South Dakota.

32. Total Agreement, Applicable to Successors. This lease contains the entire agreement between the parties. It supersedes any prior written or oral agreements. It cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

Northfork Ranch LLC:

Renter:



Tom Peterka, Jerry Peterka, or
Garry Peterka
