

**Buddy Properties, LLC.**  
**2019 RALLY LEASE AGREEMENT**

This Lease Agreement is entered into by and between:

A: **Buddy Properties LLC, 1102 Junction Avenue, Sturgis SD 57785** hereinafter referred to as Lessor, and

B: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_,

State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_ Phone \_\_\_\_\_,

hereinafter referred to as Lessee.

**WITNESSETH**

That the Lessor does hereby lease unto the Lessee certain outdoor property, street frontage located on the premises of the Buddy Properties LLC, 1102 Junction Avenue, Sturgis SD as shown on the map which is attached hereto and incorporated by express reference, under the following terms, conditions, and stipulations:

1. TERM: This lease shall commence on \_\_\_\_\_ and terminate at 1:00 P.M., on 8-12-2019 unless otherwise negotiated between Lessor and Lessee. **NO EARLY SETUP PERMITTED WITHOUT PERMISSION.**

2. RENT: Lessee shall pay to Lessor, as rent for the property, the sum of \$ \_\_\_\_\_. A deposit of \$ \_\_\_\_\_ is due with the signing of this lease and the balance of \$ \_\_\_\_\_ is due and payable with the following terms:

- \_\_\_\_\_ due on or before August 1, 2019. Paid: \_\_\_\_\_
- Amount to be for electricity/water \_\_\_\_\_ unless otherwise determined by the lessor.
- **All rents and deposits are 100% non refundable.**
- Time is of the essence. Lessee may incur a default of this agreement under either (A) the payment terms; or (B) other contractual obligations.
- Rents paid are for vending site# \_\_\_\_\_
- Vendor Trailer Parking site# \_\_\_\_\_

3. SANITATION and VENDING FEE: Prior to the beginning of the lease term, the Lessee shall pay all sanitation and vending fees, or any other fees levied by the City of Sturgis, as a result of the lease of the property during the Sturgis Rally & Races. **Note: Lessee shall be responsible for all licenses and permits require by the City of Sturgis or Meade County. Make sure you are properly licensed prior to set up. Remember all vendors' rents and deposits are 100% non-refundable.**

4. SUBLEASE: The Lessee may not sublease any portion of the premises without the express written consent of the Lessor.

5. All RV sites are provided water and power. No sewer service provided! Pump out companies are available at extra cost.

5A. USE OF PREMISES: Lessee warrants that only lawful business activities will be conducted on the premises and further, that the lessee will conform to all federal, state, county and city laws and regulations. Lessee agrees that during occupancy of the lease premises, he/she shall be responsible for any damage, theft or vandalism committed by his/her agents, employees or customers on the lease premises.

**6. INSURANCE: Lessee shall, at his/her own expense, purchase a policy of liability insurance which shall insure his/her activities on the leased premises. Lessor shall be named as the additional insured party on said liability policy. The minimum coverage of said liability policy shall be \$1,000,000.00 per person, per occurrence and \$1,000,000.00 bodily and property damage. Buddy Properties LLC will be named as insured. It is understood and agreed that the Lessor shall not be responsible for the damage and destruction of any of the personal property of the Lessee on the leased premises. Additional named insured should be to: Buddy Properties LLC, 1102 Junction Avenue, Sturgis SD 57785. Lessor must be in possession of the insurance policy before set up can proceed. No exceptions!!**

7. UTILITIES: Lessor can provide electricity to the Lessee at extra cost if needed. Water is provided at the location noted on the enclosed map. RV's must be self-contained for sewer.

8. USE AND CARE OF LEASE PREMISES: Lessee agrees to keep the premises in a neat, clean and repaired condition, not making any structural changes. The Lessee agrees to not encroach on

designated areas and agrees to make no unlawful or offensive use of the property. Lessee may maintain presence in retail area 24 hours per day, but may not camp elsewhere on property.

**Note: No spikes/stakes will be allowed into the concrete or pavement of the entire vending area.**

9. QUIET ENVIRONMENT AND POSSESSION: The Lessor hereby warrants that the Lessee shall peaceably hold and enjoy the leased premises during the term of the lease.

10. HOLD HARMLESS INDEMNIFICATION: Lessor and Lessee agree that Lessee shall have complete control and supervision over the leased premises and the activities carried thereon. In the event of a lawsuit in which the Lessor is a named defendant arising out of the activities carried out on the leased premises by the Lessee, Lessee shall hold Lessor harmless from any liability in connection with the lawsuit and shall indemnify it for any damage suffered, including reasonable attorney’s fees.

11. RETURN OF PREMISES: At the end of the lease term, the Lessee shall peaceably yield up to the Lessor the premises in good repair in all respects, reasonable wear and tear expected.

12. NO PARTNERSHIP: Nothing contained in this lease shall create nor be construed as creating a partnership, joint venture or employer relationship between Lessor and Lessee . Neither Lessor nor Lessee shall be liable, except as otherwise expressly provided in this lease, for any obligations or liabilities incurred by the other.

13. BINDING EFFECT: This Agreement shall be binding upon the heirs, successors, executors and assigns of the respective parties hereto.

14. DEFAULTS: Both the Lessor and the Lessee shall have all remedies available to them under South Dakota Law for a breach of the Agreement by the other party.

15. Lessee agrees that they are responsible to obtain all necessary city, county and state obligations needed to vend at the Buddy Properties LLC location.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019

LESSOR:

LESSEE:

Buddy Properties LLC:

\_\_\_\_\_

By:\_\_\_\_\_

By:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Contact info: Bob Bertolotto, 1102 Junction Avenue, Sturgis SD 57785.

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