

Room Lease Agreement

THIS LEASE (the "lease") dated this _____ day of _____, _____

Between: The Spirit of the Cats' Foundation (the "Landlord") –AND–

_____ (the "Tenant")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the Room, municipally described as Room # _____, 16370 482nd Ave, Revillo, South Dakota 57259, (The "Property"), for use as business premises only.
2. No animals are allowed to be brought in or about the Property without the revocable written permission of the Landlord.
3. The Tenant and members of the Tenant's business will not smoke anywhere in the Property nor permit any guest or visitors to smoke in the Property.

Term

4. The term of the lease commences at 12:00 noon on _____ and ends at 12:00 noon on _____.
5. Any notice to terminate this tenancy must comply with the applicable legislation of the State of South Dakota (the "act").

Rent

6. Subject to the provisions of this Lease, the rent for the Property is \$125.00 per month (the "Rent"); utilities are included.
7. The Tenant will pay the Rent on or before the ___5th___ of each month of the term of this lease to the Landlord at Spirit of the Cats' Foundation at 410 High St, Big Stone City, South Dakota, 57216.
8. On the execution of this Lease, the Tenant will pay the Landlord a security deposit of \$100.00 (the "security Deposit").
9. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this lease, but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
10. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
 - a. Repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - b. Repainting required to repair the results of any other improper use or excessive damage by the Tenant;

Physical Address: Spirit of the Cats' Foundation * 16370 482nd Ave * Revillo, SD 57259 * 605-623-4241

Mailing Address: 410 High St * Big Stone City, SD 57216

- c. Replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
- d. Repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
- e. Any repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;

Inspections

- 11. The parties will complete, sign, and date an inspection report at the beginning and at the end of this tenancy.
- 12. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Room to make inspections or repairs.

Renewal of Lease

- 13. Upon giving written notice no later than 30 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for this renewal clause.

Tenant Improvements

- 14. The tenant will obtain written permission from the Landlord before doing any of the following:
 - a. Applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
 - b. Painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
 - c. Placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
 - d. Affixing to or erecting upon or near the Property any radio or TV antenna or tower.
- 15. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord and their damage or loss, and the Landlord assumes no liability for any such loss.

Amendment of Lease

- 16. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

- 17. The Tenant will not assign this Lease or sublet or grant any concession or license to use the Room or any part of the Room.

Damage to the Property

- 18. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Maintenance

- 19. The Tenant will, at its sole expense, keep and maintain the room and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
- 20. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$125.00 per incident not due the Tenants misuse, waste, or neglect or that of the Tenant’s employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord’s assigns.
- 21. If Tenant is to lose their keys and Property must be re-keyed this will be at the expense of the Tenant, and cost will be applied to the following months’ rent.

Care and use of the Property

- 22. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Room or to any furnishings supplied by the Landlord.
- 23. The Tenant will not engage in any illegal trade or activity on or about the Property.
- 24. The Parties will comply with standards of health, sanitation, fire, housing, and safety as required by law.

General Provisions

- 25. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other’s acts, omissions, and liabilities pursuant to this Lease.
- 26. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
- 27. The Tenant will be charged an additional amount of \$35.00 for each N.S.F. check or checks returned by the Tenants financial institution.
- 28. If Property is sold prior to the expiration of the Lease, Lease may be terminated with the proper 30-day notice to the Tenant.

Landlord: Spirit of the Cats’ Foundation

Date

Tenant Printed Name

Tenant Signature

Date

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the _____ day of _____, _____.

Tenant