

SUB-LEASE AGREEMENT

Date of Lease: _____

THIS AGREEMENT, is made and entered into this date by and between BROOKINGS COUNTY, SOUTH DAKOTA, a governmental corporation, Lessor, and the SOUTH DAKOTA DEPARTMENT OF HEALTH, Lessee, WITNESSETH:

WHEREAS, the Lessor possesses a building through a lease with Den-Wil Investments, Inc., whose management address is 1014 N. 22nd Avenue, Brookings, South Dakota, 57006, such building being located and situated at 1303 Trail Ridge Road, Brookings, South Dakota, 57006.

WHEREAS, the Lessee desires to lease a part of the building located at 1303 Trail Ridge Road, Brookings, South Dakota, 57006, NOW THEREFORE,

I. Description of Leasehold

IT IS HEREBY MUTUALLY AGREED, CONVENANTED and UNDERSTOOD by and between the parties hereto that the Lessor, in consideration of the covenants hereinafter mentioned, does hereby sub-lease unto the Lessee, and Lessee does hereby lease, hire and take from the Lessor, the portions of the building located upon the aforesaid property, more particularly described as follows, to wit:

An office space, approximately eight feet nine and one-half inches (8'-9 ½") by ten feet seven inches (10'-7") situated in the northwest corner of Brookings County Community Health Building. That space highlighted in pink to be occupied exclusively by Lessee (as shown on attached Exhibit 1).

Lessor covenants with the Lessee that, upon Lessee performing covenants herein contained, Lessee shall and may peacefully and quietly have and hold the demised premises for the term set forth herein.

II. Term

The term of this lease shall be one year (365 days), which term shall automatically and perpetually renew except upon thirty (30) days' notice by Lessor to Lessee of the termination of this Lease agreement. At the expiration of thirty (30) days following Notice of Termination of this Lease, the Lessee shall vacate the premises and its right to use of the demised premises shall terminate.

III. Purpose

The Lessee shall have the use of the portions of the building set forth above, for use as office space for the South Dakota Department of Health.

IV. Rent

The Lessee consents to pay the Lessor, Brookings County \$200.00 payable monthly in advance on the first day of the given month throughout the term of this lease and a like payment due the same day of each succeeding month thereafter until the termination hereof.

V. Use of Restroom

Any Department of Health employee or client may use the restroom located in the building.

VI. Insurance

The Lessee shall provide premises liability insurance, or any other coverage necessary for leasing the premises.

VII. Nondiscrimination

IT IS FURTHER UNDERSTOOD and AGREED that Lessee, in the use of the leased premises, shall not on the grounds of race, color or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal law, and Lessee further agrees to comply with any requirement made to enforce the foregoing which may be demanded of the Lessor by the United States Government under any applicable Federal Law.

VIII. Sublease

Lessee shall not have the right to assign or transfer all or any part of its interest herein or sublet the premises or a part thereof without the written consent of Lessor.

IX. Indemnity

Lessee shall indemnify Lessor against any and all expenses, liabilities and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) failure of Lessee to perform any of the terms and conditions of this Lease Agreement; (2) any injury or damage happening on or about the demised premises; or (3) failure to comply with any law of any governmental authority.

X. Binding Effect

This Agreement shall extend to and be binding upon the successors of the Lessee hereto.

IN WITNESS WHEREOF, the parties have hereunto subscribed their name as of the date first above written.

LESSOR: BROOKINGS COUNTY
520 3rd Street Suite 210
Brookings, SD 57006

Vicki Buseth
Finance Officer

By: _____
Ryan Krogman, Chairman
Brookings County Commission

LESSEE: SOUTH DAKOTA DEPARTMENT OF HEALTH

Colleen Winter
Division Director, Family and Community Health at the SD Department of Health

