

COMMUNITY HEALTH OFFICE SPACE LEASE

This Lease is entered into this **3rd** day of **August**, 2021, between the County of Hand, 415 W 1<sup>st</sup> Ave, Miller, SD 57362 (“Tenant”) and Hand County Memorial Hospital, located at 300 W. 5<sup>th</sup> Street, Miller, SD 57362 (“Landlord”).

WHEREAS, Tenant provides community health services and seeks to secure an outreach office at Landlord’s location in Miller, South Dakota; and

WHEREAS, Landlord has agreed to lease certain space to Tenant so Tenant can offer public health services in the Miller area; and

WHEREAS, the parties agree to share certain personnel as more fully described herein.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Use of the Premises.  
Tenant agrees that the leased premises shall only be used for providing community health services.
2. Landlord agrees to:
  - (a) Lease 1,100 total square feet of space to Tenant so Tenant can operate its community health services on Landlord’s location. The address of the leased space is 318 W. 5<sup>th</sup> Street, Miller, SD 57362.
  - (b) Maintain property insurance for the leased space with coverage in an amount equal to the full insurable value of the leased space (subject to reasonable loss deductible clauses). The term "full insurable value" shall mean the actual replacement cost less physical depreciation and exclusive of land, excavations, footings and parking lots. Landlord shall not provide insurance protection for Tenant's personal property or improvements situated in the leased space.
  - (c) Pay for housing utilities, including heating and cooling, water, sewer, and garbage. Note that business utilities, such as phone, internet, cable services, etc. are not included in this lease.
  - (d) All lawn care, snow removal and maintenance requests for the building and property.
3. Tenant agrees to:
  - (a) Provide all equipment and supplies necessary for the operation of the community health services.
  - (b) Housekeeping,
  - (c) Hazardous waste disposal,
  - (d) Cleaning supplies,
  - (e) Repairs necessitated by Tenant’s actions (e.g., clogged plumbing, repair/replacement of broken glass, light bulb changes, etc.), and
  - (f) Telephone and internet services due to operational usage.
4. Access to Space. Tenant shall have access to the leased space at times mutually agreed to between the parties.