

MARCH 23, 2003

LF041603-22

CITY OF RAPID CITY

THE BLACK HILLS FIGURE SKATING CLUB WOULD LIKE TO ASK PERMISSION TO HAVE A YARD SALE IN THE ROOSEVELT PARK ICE ARENA'S PARKING LOT. WE WOULD LIKE TO HAVE THE YARD SALE ON MAY 3, 2003 FROM 8 AM UNTIL 2 PM. THE YARD SALE IS A FUNDRAISER FOR OUR CLUB TO BE ABLE TO PURCHASE ICE TIME NEXT SEASON. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT JENNIFER HANSON AT 341-0559.

THANK YOU,

THE BLACK HILLS FIGURE SKATING CLUB

**LEASE AGREEMENT BETWEEN CITY OF RAPID CITY
AND BLACK HILLS FIGURE SKATING CLUB**

For and in consideration of the mutual promises and agreements contained herein, the City of Rapid City ("City"), a municipal corporation, agrees to lease to Black Hills Figure Skating Club, (Lessee), a non-profit corporation of the State of South Dakota, a specified area to operate a yard sale in the Roosevelt Park Ice Arena's parking lot, subject to the following terms and conditions:

1. Consideration. City hereby leases to Lessee the below described premises for the sum of One Dollar(s) (\$1.00) and other good and valuable consideration, including but not limited to, maintenance of general grounds. Said sum is payable to the City of Rapid City on or before May 3, 2003.

2. Term. This agreement shall commence and terminate on May 3, 2003.

3. Premises. The premises leased by the City to the Lessee are described as the Roosevelt Park Ice Arena's parking lot.

4. Use. Lessee shall have priority but non-exclusive use of the premises during the lease period, subject to the terms of this lease, for the purpose of operating a yard sale.

5. Maintenance. Lessee agrees to repair or replace any property damaged willfully by Lessee's members or invitees which occurs while the premises are in use by Lessee. Lessee agrees to be responsible for policing the premises and to pick up and make ready for city collection of all trash, debris, and waste material of every nature resulting from the use of the premises by itself or any spectators in attendance at such premises. Lessee also agrees to place all collected trash, debris, and waste in a designated location for removal by the City of Rapid City.

6. Expense. City shall assume no expenses as a result of this lease or any of the operations of the Lessee

7. Liability. Lessee agrees that the City shall be held harmless from any and all liability arising from any operation or use under this lease of the described premises by it or its agents or employees or any other person using the premises. Lessee agrees to purchase or provide and maintain bodily injury and property damage insurance for each occurrence of injury or damage in the minimum amount of One Million Dollars (\$1,000,000). The City shall be named an additional insured in said policy or policies, and Lessee shall furnish to the City evidence of insurance by a certificate of insurance of required coverage.

8. Assignment or Subletting. This lease shall not be assigned nor the premises sublet by Lessee except on written consent and approval of the City.

9. City Authority. All matters pertaining to the terms of this lease shall be subject to the powers of the City Council and its designated authorized agents consistent with the laws of the State of South Dakota.

10. Non-Discrimination. Lessee shall not on the grounds of race, color, sex, creed, religion, ancestry, national origin, sexual preference, or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by local, state, or federal laws. Lessee further agrees to comply with any requirements made to enforce the foregoing which may be required of or by the City.

11. Relationship Between the Parties. This lease does not create any employee/employer relationship between the City and Lessee, its agents or employees.

