

## AGREEMENT

AGREEMENT MADE THIS \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between Rapid City Racers Swim Club, Inc., hereinafter referred to as "Racers", and the City of Rapid City, hereinafter referred to as "City".

FOR AND IN CONSIDERATION of the mutual benefits to accrue from the performance of the covenants herein contained the parties hereby agree as follows:

1. Purpose. The purpose of this agreement is to set forth the terms and conditions whereby the Racers contract to organize, supervise, and conduct a competitive swim team program at Horace Mann Swimming Pool.

2. Racer Obligations. The Racers shall provide a qualified coach/ supervisor and will organize, supervise, and conduct the Rapid City Racers Swim Program at Horace Mann Swimming Pool outlined herein. The program is scheduled to consist of practice sessions between 7:30 a.m. to 9:30 a.m. for a twelve-week session beginning June 3, 2002, five days per week, up to five (5) lanes per practice day, and during the evening public lap swim at the discretion of the Head Lifeguard & Aquatics Director.

The Racers shall also have full use of all Horace Mann Swimming Pool facilities to host competitive swim meets June 21, 2003; July 4, 5, and 6, 2003; and July 25, 26, and 27, 2003. The Racers shall be charged a reduced rental fee of \$5.00 per lane hour for the season, which includes practice times. The Racers will not be charged the lane hour rental fee, or any other rental fee during swim meets, as these costs are included in the basic rental agreement. The lane hour rental fee shall only be charged for lanes actually used by the Racers. The Racers shall assign a Meet Director responsible for all aspects of the meets including safety rules and closure because of inclement weather. Guidelines provided by the City Recreation Director for set up and clean up shall be followed.

The swim club members are not required to purchase a City season swim pass. The Racers shall be responsible for all promotion, registration, record keeping, recruiting of staff, supervision of staff and program, and accounting for actual lane hours used. The Racers shall provide to City accounting for lane hours used within ten (10) days of the end of the program season.

The Racers may not on the grounds of race, color, sex, creed, religion, ancestry, national origin or disability discriminate nor permit discrimination against any person or group of persons in the use of the Horace Mann Swimming Pool for swimming competition in any manner prohibited by local, state or federal laws. The Racers further agree to comply with the requirements made to enforce the foregoing which may be required of or by the City.

The Racers agree to leave the premises at 9:30 a.m. each day in as good condition as found at 7:30 a.m. of such day.

The Racers will be liable for any and all damage done to any part of the City's property caused by the program while the Racers are on the premises.

3. City Obligations. The City will provide access to Horace Mann Swimming Pool during the program schedule stated above. The City will provide maintenance to ensure the pools are available to the Racers by 7:30 a.m. each day during the program period.

4. Insurance. The Racers agree to hold the City harmless from any and all liability arising from any operation under this Agreement and to purchase and maintain at its sole expense bodily injury and property damage insurance for each occurrence of injury or damage in the minimum amount of One Million Dollars (\$1,000,000) single limit for bodily injury or property damage. The City shall be named an additional insured in said policy or policies and the Racers shall furnish to the City evidence of insurance by a certificate of insurance of required coverage.

5. Term. The term of this agreement shall be for a period of one (1) year provided that the Racers shall have the option to renew this agreement on a yearly basis upon written request to the City Recreation Director.

6. Assignment. This agreement shall not be assigned nor any rights thereunder assigned or sublet by the Racers without a written consent of the City.

7. Termination. If either party shall fail to perform any of the obligations established by this agreement, the agreement may be terminated by the other party upon sixty (60) days' notice in writing thereof, provided that if the sixty (60) day period expires during the twelve (12) weeks of Racers Swim Program, this agreement shall terminate at the end of such twelve (12) week period.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2003.

CITY OF RAPID CITY

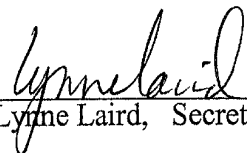
\_\_\_\_\_  
By  
Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

(SEAL)

RAPID CITY RACERS SWIM CLUB, INC.

By:   
Lynne Laird, Secretary

By:   
Craig Pfeifle, President

State of South Dakota )  
 ) SS.  
County of Pennington )

On this the \_\_\_\_\_ of \_\_\_\_\_, 2003 before me, the undersigned officer, personally appeared \_\_\_\_\_ and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, South Dakota

My Commission Expires:

(SEAL)

State of South Dakota )  
 ) SS.  
County of Pennington )

On this 24<sup>th</sup> day of April, 2003, before me, the undersigned officer, personally appeared Lynne Laird, who acknowledged herself to be the Secretary of the Rapid City Racers Swim Club, Inc., a corporation, and that she as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Rapid City Racers Swim Club, Inc. by herself as Secretary.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Margaret Paul  
Notary Public, South Dakota

My Commission Expires:

6/25/2003

(SEAL)

State of South Dakota                    )  
  ) SS.  
County of Pennington                    )

On this 23<sup>rd</sup> day of April, 2003, before me, the undersigned officer, personally appeared Craig Pfeifle, who acknowledged himself to be the President of the Rapid City Racers Swim Club, Inc., a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Rapid City Racers Swim Club, Inc. by himself as President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Margaret Paul  
Notary Public, South Dakota

My Commission Expires:

(SEAL) 6/25/2003