

**LEASE BETWEEN CITY OF RAPID CITY AND  
RAPID CITY SOFTBALL ASSOCIATION  
OUTDOOR RECREATION COMPLEX**

For and in consideration for the mutual promises and agreements contained herein, the City of Rapid City, a municipal corporation, hereinafter referred to as the "City," agrees to lease to the Rapid City Softball Association, organized under the laws of the State of south Dakota, hereinafter referred to as "Association," a specified area, known as the "Star of the West" complex, hereinafter referred to as the "Complex" subject to the following terms and conditions:

1.     Consideration. The City hereby leases to the Association an eight (8) field, softball complex located east of Creek Drive, north of East St. Patrick Street, west of Sedivy Lane, and immediately adjacent to the east bank of Rapid Creek, not to include the five (5) field soccer complex. The legal description is:

Lot Four (4) of Dairyland Subdivision, Rapid City, Pennington County,  
South Dakota.

2.     Term. The term of this lease is from January 1, 2008 to December 31, 2012. This lease may be terminated by either party giving notice of its intent to terminate said lease on or before October 15<sup>th</sup> of any year, which termination will be effective as of January 1<sup>st</sup> immediately following unless otherwise stated.

3.     Surrender of Premises. The Association agrees to surrender the premises in the event it is necessary for the expansion or utilization of public park facilities and to abandon the premises in the event the demand is made by the Untied States Government. The Association further agrees to abandon the premises whenever ordered by a court of law or whenever the City is ordered to terminate said lease by an order of a court of law.

4. Use. The Association shall have use of the facilities during the lease period, subject to the terms of this lease, for the purpose of practicing or playing softball. The Association agrees that the City may use the facilities when the same is not required for the use by the Association, and such use by the City shall not be inconsistent with the normal usage of said facilities.

5. Use by Others. The Association shall allow the Rapid City Midget Football League to use the premises two (2) nights per week during September and October with specific dates and times negotiated with the Association and according to the terms and conditions required by the City Parks and Recreation Director or his designee. The Association shall also allow the Rapid City Youth Soccer League, Inc. to have reasonable access to restrooms and to the soccer fields by way for the gates to the softball fields. Except for the above mentioned organizations, the Association will not allow other persons or organizations to use the Complex, except upon obtaining the written consent of the Parks and Recreation Director or his designee.

6. Maintenance. All maintenance of the Complex shall be provided by the Association including but not limited to keeping all grounds, ball diamonds, buildings, and all other structures in an attractive, safe, repaired condition. The areas to be maintained by the Association shall include the areas and nodes adjacent to Sedivy Lane at the entrance to the complex. Maintenance shall be done on a weekly or as-needed basis. The Association shall pay for all maintenance

The Association will also agree to designate a Facility Maintenance Coordinator. The name of the Facility Maintenance Coordinator shall be provided to the Parks and

Recreation Director or his designee by March 1<sup>st</sup> of each year during the term of this lease.

The Association agrees to maintain said facilities under the supervision of the Parks and Recreation Director or his designee. The Association agrees to repair or replace any property damaged willfully by the Association's members or invitees which occurs while the premises are in use by the Association. The Association agrees to be responsible for policing the facility and on a regular basis to pick up and make ready for City collection all trash, debris, and waste material of every nature, including mowing of weeds, resulting from the use of the facility by itself or any spectators in attendance at such facilities. The Association agrees to provide its own trash receptacles for use at the facilities. The Association agrees to be responsible for preparation of the playing fields, including but not limited to raking the infield and chalking the infield lines prior to each scheduled game day. The association also agrees to place all collected trash, debris, and waste in a dumpster provided by the City for removal by the City. The Association further agrees to keep clean and maintain the concession and restroom facilities on a regular basis. The City, at its own expense, agrees to provide routine maintenance to the infrastructure, including but not limited to, repair of broken water mains, sewer, storm sewer, all repairs and surface maintenance of parking lots, and winterizing the irrigation system.

7. Mowing. The Association in cooperation with the Rapid City Youth Soccer League shall mow all grassy areas of the Complex as designated on Exhibit "A" on a weekly or as needed basis, and shall provide for the maintenance of such areas

including fertilizing aerating and watering in compliance with the maintenance responsibilities as described in Exhibit "B" attached hereto.

8.     Keys. The Rapid City Softball Association will make available to the Parks and Recreation Director or his/her designee a set of keys and alarm codes, if any, for all facility gates and buildings, including the concession stand. These keys will be used for inspection and emergency purposes only and the Parks and Recreation Department will call the Softball Association before entering the facility unless in an emergency.

9.     Complex Master Plan. A Complex Master Plan will be prepared with the help of the Parks and Recreation Landscape Architect. A five (5) year Work Plan will then be developed and updated each year.

10.    Construction Approval. Construction and other improvements at the premises shall be in conformity with the regulatory codes of the City and subject to the approval of the Parks and Recreation Director or his designee and should be included in the five year work plan. Any permanent improvements or fixtures constructed by the Association in the leased area shall be considered the property of the City.

11.    Expenses. The Association agrees to pay its own administration expenses of the softball league, including but not limited to ASA Registration, umpire fees, balls, lights and electricity, ground crew, office supplies, miscellaneous equipment, and secretarial fees. The Association agrees that the electric utilities will be metered in the name and billed directly to the Association and that all expenses incurred by it shall be paid within thirty (30) days of the due date.

12. Public Accounting. The Association agrees to make a public accounting of its financial transactions within sixty (60) days after the close of its operating year. Such accounting shall be in the form of a report of income and expense and balance sheet of its assets and liabilities, which report shall be available for public inspection at the City Finance Office.

13. Termination. If the Association dissolves or abandons the use of the facilities for one calendar year or fails to meet its consideration requirements as set forth in Section I of this lease without approval from the City, this lease shall be terminated and the Association shall have no further rights to use the Complex. If the Association changes the character of its operation significantly from that of a corporation organized to support and promote amateur softball, then it shall have no further rights under this lease.

14. Liability. The Association 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 the Association or its agents or employees or any other person using the premises. The Association agrees to purchase 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) with participant's injury liability of at least Five Hundred Thousand Dollars (\$500,000). The City shall be named an additional insured in said policy or policies and the Association shall furnish to the City evidence of insurance by a certificate of insurance of required coverage.

15. Assignment and Subletting. This lease shall not be assigned, nor premises sublet, by the Association except upon written consent and approval of the Park and Recreation Director or his designee.

16. Concession. The Association shall have the right to operate concessions for the sale of beverages, food, programs, and other items usually sold in the public parks. All revenue derived from the concessions shall belong to the Association. The Association also agrees to be responsible for cleaning and maintaining the concession area.

17. Parking. The Association agrees that it will permit no vehicular parking in the Complex area except in the parking lots developed for the Complex.

18. City Authority. All matters pertaining to the Association as contained within and 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.

19. Change of Contracts or Officers. The Association agrees to notify the Parks and Recreation Director of any changes in the officers of the Association, the address of business correspondence, within thirty (30) days after said change. Attached to and incorporated by reference into the terms of this lease are the names and addresses of the current officers of the Association.

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

21. Relationship between the Parties. This lease does not create any employee/employer relationship between the City of Rapid City and the Rapid City Softball Association's agents or employees.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF RAPID City of Rapid City

ATTEST:

\_\_\_\_\_  
Mayor

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

(SEAL)

RAPID CITY SOFTBALL ASSOCIATION

Tim Callahan  
Tim Callahan, President

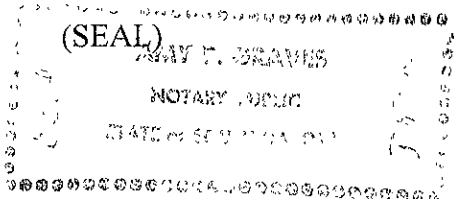
State of South Dakota       )  
  )ss.  
County of Pennington       )

On this 25<sup>th</sup> day of October, 2007, before me, the undersigned officer, personally appeared Tim Callahan, who acknowledged himself to be the President of the Rapid City Softball Association, a non-profit 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 corporation by himself as President.

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

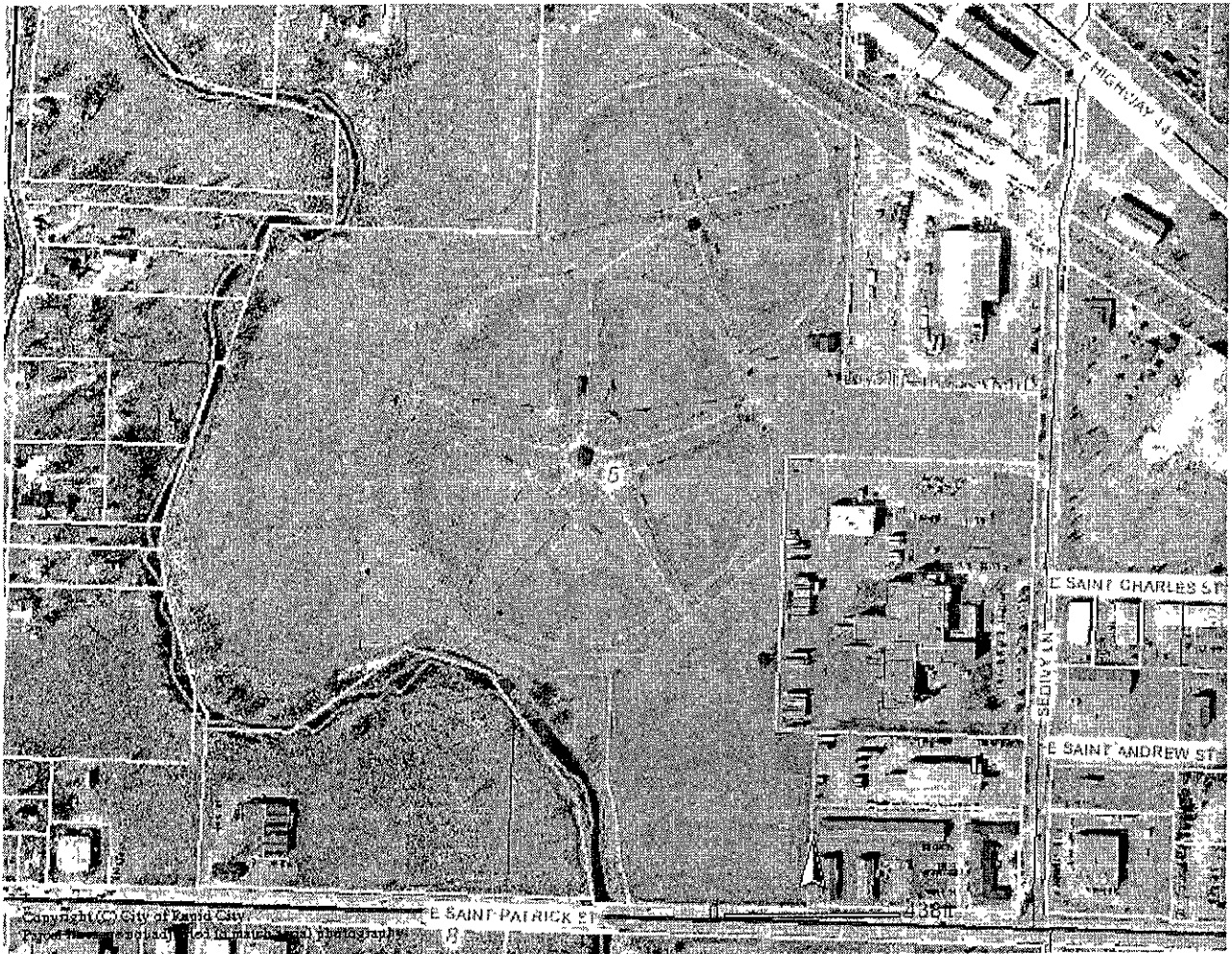
Ann Graves  
Notary Public

My Commission Expires:   My Commission Expires  
January 30, 2012



# EXHIBIT "A"

Areas to be Mowed by Softball Association





LEASE BETWEEN CITY OF RAPID CITY AND  
RAPID CITY SOFTBALL ASSOCIATION, INC.

EXHIBIT "B"

Turf Maintenance

Bluegrass and ryegrass turf areas should be maintained at a consistent growing height of 2 and ½ inches. Mowing should be done on a weekly interval or when no more than 1/3 of the grass blade will be removed. Grass clippings should be left on the turf areas as long as it is not left in clumps. Fields should be swept if excessive grass clumps are left after mowing.

No less than two (2) applications of fertilizer should be made on the ryegrass and bluegrass turf areas. Fertilizer recommendations shall be based on soil samples taken from the fields (to be submitted to a soils lab). No less than four (4) pounds of nitrogen per 1m000 square feet should be applied per year.

All turf areas should be aerified with a core aerifier at least once per year and arrangements shall be made with the City Parks Department for the aeration. Ideal time is prior to the application of fertilizer. All sprinkler heads should be marked prior to aerification to avoid sprinkler damage. Insect and disease problems should be identified and treated immediately by qualified turf care professionals. Broadleaf weed control should take place annually. Weeds should be controlled on all turf areas within the complex. Weed control along Rapid Creek will be handled by the Parks Department.

Turf areas that have irrigation should receive an average of 1 and ½ inches of water (including natural rainfall) per week. No more than three (3) inches of water should be applied to turf areas per week through the irrigation system. The irrigation system can be adjusted for optimum moisture conditions. Irrigation should take place within the guidelines set by the Rapid City Water Division and the City Council in order to meet current water use and irrigation restrictions. Turf care problems and questions should be referred to the Parks Division Manager.