

**AGREEMENT BETWEEN CITY OF RAPID CITY AND CENTRAL STATES FAIR
FOR STORAGE OF PORTABLE BLEACHERS**

This Agreement entered into as of the _____ day of _____, 2012, between the City of Rapid City (“City”), a South Dakota municipal corporation, located at 515 West Boulevard, Rapid City, SD 57701, and Central States Fair, Inc. (CSF), located at 800 San Francisco St., Rapid City, SD 57701.

I. RECITALS

WHEREAS CSF is the tenant and manager of certain real property known generally as the Central States Fairgrounds, located at 800 San Francisco St., Rapid City, SD 57701 (“the Premises”), and

WHEREAS City owns four sections of portable bleachers (“the Bleachers”) which it desires to store on the Premises at such times that the bleachers are not in use by the City or its designee(s), and

WHEREAS CSF is willing to allow City to store the Bleachers on the Premises in exchange for the opportunity to use the Bleachers free of charge pursuant to this Agreement,

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and the mutual benefits and responsibilities flowing to each party as outlined in this Agreement, the parties agree to the following terms:

II. AGREEMENT

CSF hereby agrees to store the Bleachers on the Premises during such times when the Bleachers are not in use by the City or its designee(s).

In exchange for providing storage of the Bleachers, CSF is authorized to use one or more sections of the Bleachers on the Premises if the same are not already reserved for use. CSF agrees to notify Risk Manager Keith L’Esperance at least fourteen (14) days in advance of CSF’s desire to use one or more sections of the Bleachers on the Premises. City agrees that unless the Bleachers are reserved or otherwise scheduled for use by City or its designee(s) during the time CSF requests use of the Bleachers, CSF will be permitted to use the Bleachers on the Premises at no charge.

City agrees to provide CSF staff with training about use and storage of the Bleachers at the time of the initial delivery of one or more sections of the Bleachers, or as close to that time as can be arranged.

CSF agrees that City, its agents, designees, or employees may enter upon the Premises at any reasonable time during the term of this Agreement for the purpose of removing one or more sections of the Bleachers or of delivering one or more of the Bleachers for storage. City agrees to provide 24 hours notice to Pam Teller or Ron Jeffries at CSF of City’s need for access to the

Premises to remove the Bleachers from storage or to deliver the Bleachers for storage. City agrees that any entry by City, its agents, designees or employees shall be performed in such manner as to cause a minimum of interference with the use of the Premises by CSF.

CSF agrees that, to the extent indoor storage is available, CSF will store the Bleachers indoors and out of the elements. City recognizes that such indoor storage is dependent upon availability and that the Bleachers may occasionally be stored outdoors.

Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this Agreement. Any liabilities or claims for property loss or death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during this Agreement shall be determined according to applicable law.

Because the Bleachers are personal property belonging to City, City currently insures and will continue to insure the Bleachers under its pertinent insurance policy.

CSF agrees to accept liability for any injury, damage or loss to CSF, its employee(s) or designee(s), or to any third party which results from CSF's transport, relocation, or use of the Bleachers.

III. AGREEMENT TERM

The term of this Agreement shall be for an initial term of two (2) years to commence on the date this Agreement is signed. Thereafter, this lease shall be subject to one (1) year renewal terms unless either party gives written notice of its intent not to renew or intent to renegotiate, which written notice shall be given at least thirty (30) days prior to expiration of the term.

Furthermore, either party may terminate this Agreement at any time and for any reason by providing written notice to the other party at least thirty (30) days prior to the intended date of termination.

Upon termination or expiration of the Agreement, City shall remove the Bleachers remaining on CSF's property within thirty (30) days of the receipt of notice of termination or expiration. CSF shall permit City to enter upon the Premises to remove the Bleachers and shall provide all access necessary to effect removal.

IV. MERGER, CHOICE OF LAW, VENUE

This written document represents the entire Agreement of the parties. All previous discussions, negotiations, proposals and terms are incorporated herein or intentionally omitted. No other writing forms a part of this Agreement.

Any litigation between the parties arising out of this Agreement shall be heard only in the Seventh Circuit Judicial Court for the State of South Dakota located in Rapid City, Pennington County, South Dakota.

The laws of the State of South Dakota shall control the right and responsibilities of the parties to this Agreement.

This Agreement may be amended only by a writing signed by both of the parties. No party may assign any of the rights or responsibilities under this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AS OF THIS DAY AND YEAR FIRST ABOVE WRITTEN.

CENTRAL STATES FAIR

CITY OF RAPID CITY

By

Jerry Cole, Director of Parks & Recreation

Its

State of South Dakota)
 SS.
County of Pennington)

On this the ____ day of _____, 2012, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be _____ for Central States Fair, and that he/she, as _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as _____.

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 the ____ day of _____, 2012, before me, the undersigned officer, personally appeared Jerry Cole, who acknowledged himself to be the Director of Parks and Recreation at the City of Rapid City, and as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

Notary Public, South Dakota

My Commission Expires:
(SEAL)