

**LEASE AGREEMENT BETWEEN CITY OF RAPID CITY
AND RUSHMORE LITTLE LEAGUE, INC.**

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 Rushmore Little League, Inc. (Lessee), a non-profit corporation of the State of South Dakota, a specified area to operate a youth baseball program, 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) per year and other good and valuable consideration, including but not limited to, maintenance of general grounds, construction of incidental improvements, administration, responsibility for mowing of the fields, and responsibility for all electrical bills. Said sum is payable to the City of Rapid City on or before the first day of January of each succeeding year.

2. Term. The term of this agreement is from Jan. 1, 2002 to Jan. 1, 2012

3. Premises. The premises leased by the City to the Lessee are described on Exhibit "A", attached hereto and incorporated herein by reference.

4. Surrender of Premises. Lessee agrees to surrender the premises, or any part thereof, in the event it is necessary for expansion or utilization of public park facilities, and they further agree to abandon the premises, or any part thereof, in the event the demand is made by the United States government, State of South Dakota, or City of Rapid City. It further agrees to abandon the premises, or any part thereof, whenever ordered to do so by a court of law or whenever the City is ordered to terminate said agreement by an order of any court.

5. 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 youth baseball program. Lessee agrees that the City may use the premises when the same is not required for use by Lessee, and such use by the City shall not be inconsistent with the normal usage of said premises.

6. Use by Others. Lessee will not allow other persons or organizations to use the premises under this Lease without the express written consent of the Public Works Director or his/her designee. However, upon the direction of the Public Works Director or his/her designee, Lessee shall allow other persons or organizations to use the premises if the premises are not in bona-fide use by the Lessee. In keeping with the best interests of the community and equitable access to all City recreation facilities, Lessee agrees to negotiate in good faith as to the use of the premises by others. The maintenance costs for such use shall be determined by Lessee and the authorized user; provided, however, that the Public Works Director will determine said costs if the parties are unable to agree.

7. Maintenance. Lessee agrees to maintain said premises under the authority of the Public Works Director or his designee. 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, including mowing of weeds, resulting from the use of the premises by itself or any spectators in attendance at such premises. Lessee agrees to provide its own trash receptacles for use at the premises. Lessee agrees to be responsible for the preparation of the playing fields prior to all scheduled game days. Lessee also

agrees to place all collected trash, debris, and waste in a designated location for removal by the City of Rapid City.

City, at its own expense, agrees to provide unique or unusual maintenance and routine maintenance to the infrastructure, including but not limited to, repair of broken water mains, sewer, storm sewer and all repairs and surface maintenance of parking lots. City agrees to provide water to the premises for the purpose of watering the playing field grass. City specifically reserves the right to restrict water usage under this agreement if water restrictions are placed on other water users within the City.

8. Mowing. Lessee shall mow the playing fields on a substantially weekly basis during the season. The Superintendent of Parks can mow the fields and charge Lessee at the rate of twenty-five dollars (\$25.00) per hour for each person and machine used, provided that the Superintendent of Parks: (1) determines the need for mowing; (2) gives Lessee three (3) days notice of his intent to do so if Lessee fails to mow; and (3) determines he has the available personnel and equipment. Should the City Parks Department not have the available personnel and equipment, the Superintendent of Parks can arrange for a private contractor to mow at the expense of Lessee.

9. Construction Approval. Construction and other improvements at the leased areas shall be in conformity with the regulatory codes of the City and subject to the approval of the Public Works Director or his designee. Any permanent improvements or fixtures constructed by the Lessee in the leased area shall be considered the property of the City.

10. Expense. City shall assume no expenses as a result of this lease or any of the operations of the Lessee. Lessee agrees to pay its own administration expenses, including but not limited to, employees, lights and electricity, grounds crew, office supplies, equipment, and

secretarial fees. Lessee agrees that the electric utilities will be metered in the name of and billed directly to Lessee and that all expenses incurred by it shall be paid within thirty (30) days of due date.

11. Public Accounting. Lessee agrees to make available to the City upon request a public accounting of its financial transactions. Such accounting shall be in the form of a report of income and expense and balance sheet of its assets and liabilities.

12. Termination. If Lessee shall dissolve or abandon the use of the premises for one season or fail to meet its consideration requirements as set forth in Section 1 of this lease without approval from the City, this lease shall be terminated and Lessee shall have no further rights hereunder. If Lessee changes the character of its operation significantly from that of a non-profit corporation, then it shall have no further rights under this lease.

13. 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.

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

15. Concession, Advertising, and Naming Rights. Lessee shall have the right to operate concessions for the sale of beverages, food, programs, and other items usually sold in the public parks. Lessee also agrees to be responsible for cleaning and maintaining the concession

area. Lessee shall have the right to sell advertising space on the inside of the fences enclosing the playing fields and all revenue derived from concessions and advertising shall belong to Lessee; provided, however, that any permits required shall be obtained and all regulations and City ordinances shall be followed. Lessee shall have no naming rights over the premises unless specifically approved by the Common Council of the City of Rapid City.

16. Parking. Lessee agrees that it will permit no vehicular parking within the leased areas except in those areas as may be designated for parking by the Public Works Director or his designee.

17. 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.

18. Change of Contacts and Officers. Lessee agrees to notify the Director of Public Works and the City Finance Officer of any changes in the officers of Lessee within thirty (30) days after said change. Attached to and incorporated by reference into the terms of this agreement are the names and addresses of the current office holders of Lessee.

19. 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.

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

21. Integration. The parties agree that this agreement constitutes the entire understanding between them and that there are no other oral or collateral leases or understandings of any kind or character except those contained herein.

Dated this _____ day of _____, _____.

CITY OF RAPID CITY

By: _____
Mayor

ATTEST:

Finance Officer

(SEAL)

(NAME OF LESSEE)

By: Cathleen Melendez
Its: President

State of South Dakota)

SS.

County of Pennington)

On this the _____ day of _____, _____, before me, the undersigned officer, personally appeared ~~Terry Munsing & Jim 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)

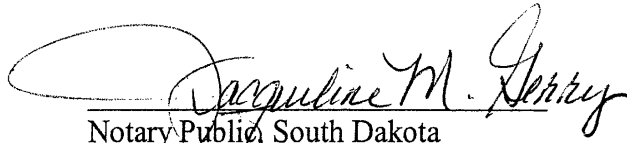
State of South Dakota)

SS.

County of Pennington)

On this the 14th day of March, 2002, before me, the undersigned officer, personally appeared Cathleen Melendez who acknowledged ^{by} himself to be the President of Rushmore Little League, 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 Rushmore Little League by ^{by} himself as President.

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



Notary Public, South Dakota

My Commission Expires:

My Commission Expires
July 15, 2006

(SEAL)

Prepared By: CITY ATTORNEY'S OFFICE

COMMON POLICY DECLARATIONS

Harleysville Insurance Company

NAMED INSURED AND ADDRESS RUSHMORE LITTLE LEAGUE PO BOX 1275 RAPID CITY SD 57709	POLICY NUMBER 000944615	POLICY PERIOD	
		From 10-10-01	To 10-10-02
AGENCY NAME AND ADDRESS 6941 WESTERN DAKOTA INSURORS INC 816 FIFTH STREET RAPID CITY SD 57701		12:01 A.M. Standard Time at the address of the Named Insured	

BUSINESS DESCRIPTION

Form of Business: _____ Individual _____ Partnership _____ Corporation X Other **NOT FOR PROFIT ORGANIZ**
 Type of Business: **LITTLE LEAGUE**

PARTS COVERED

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

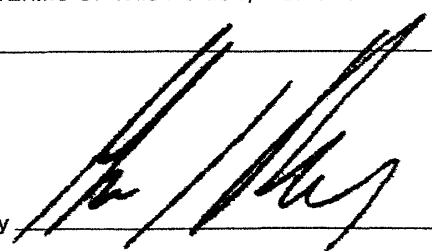
	PREMIUM
Commercial Property Coverage Part	\$ <u>814.00</u>
Commercial General Liability Coverage Part	\$ _____
Commercial Crime Coverage Part	\$ _____
Commercial Inland Marine Coverage Part	\$ _____
Commercial Auto (Business and Truckers) Coverage Part	\$ _____
Commercial Garage Coverage Part	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL POLICY PERIOD PREMIUM	\$ <u>814.00</u>

PREMIUM PAYABLE: X Annually _____ Quarterly _____ Monthly _____

FORMS AND ENDORSEMENTS (applying to the entire policy. See specific Coverage Parts for appropriate forms)

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Countersigned: Date 8/30 At Rapid City, SD By 

3/7/02
 V# 2753
 2229.50

ENTER POINT FROM LINE A	BASEBALL CHARTER FEE	You will be charged for insurance in F, G and H unless you cross out the insurance not wanted.	F	1000.00	DIRECTOR AND OFFICER INSURANCE FEE	1000.00
ENTER POINT FROM LINE B	BASEBALL ACCIDENT INSURANCE FEE		G	1000.00	CRIME INSURANCE FEE	1000.00
ENTER POINT FROM LINE C	SOFTBALL CHARTER FEE		H	1000.00	GENERAL LIABILITY INSURANCE FEE	1000.00
ENTER POINT FROM LINE D	SOFTBALL ACCIDENT INSURANCE FEE		I. OUTSTANDING BALANCE		AS OF	
ENTER POINT FROM LINE E	ADDITIONAL INSURANCE FEE					

ITEMS B, D, AND H INSURANCES ARE MANDATORY UNLESS PROOF OF LOCAL COVERAGE IS SUBMITTED

TOTAL FEES DUE (ADD A THRU I) 2,229.50 TOTAL PAYMENT SUBMITTED 2,229.50

- Complete and return the enclosed Officer Change Form if you have made changes since you last mailed the change form.
- Remember that a qualified ASAP plan entitles your league to an insurance credit. Review the latest ASAP newsletter at <http://www.littleleague.org/manuals/rapidnewswr/0205a.htm>.
- Look for League Forms and Publications on the Internet at www.littleleague.org/leagues.htm. You can also order Little League Publications from the online store.

Please correct any information as needed:

League Name: <u>Pushmore Little League</u>	Phone #: <u>605-325-2145</u>	THE ENCLOSED "APPLICATION FOR INTER-LEAGUE PLAY" MUST BE COMPLETED ANNUALLY IF APPLYING TO OPERATE ANY DIVISION AS A COMBINED PROGRAM WITH OTHER CHARTERED LEAGUES.
City/State: <u>Pushmore, SD 57053</u>	Business F: <u>605-325-2145</u>	
Address: <u>3400 Patterson Dr</u>	Fax #: <u>605-325-2145</u>	
<u>Maple City, SD 57053</u>	Email Address: <u>lleague@pushmorell.com</u>	
	League Location: <u>Pushmore, SD</u>	Current population within league boundaries is <u>19,500</u> REQUIRED

QUOTE #: 64209 DATE PRINTED: 2/13/02 LEAGUE IDENTIFICATION NUMBER: 1410104 PUSHMORE, LL
 HOME PHONE: 605-325-2145 BUS. PHONE: 605-325-7000 PLEASE USE ON ALL CORRESPONDENCE
 E-MAIL ADDRESS: BARB@PUSHMORELL.COM LEAGUE LOCATION: PUSHMORE CITY SD
1-41-01

I hereby certify that the information furnished hereon is true to the best of my knowledge and belief, and that I am duly authorized to sign and submit this application on behalf of the league. This application is for the purpose of obtaining a charter from the Little League organization. I understand that the Little League organization has the right to inspect and audit the books and records of the league and to require the league to provide such information as it may deem necessary. I understand that the Little League organization has the right to suspend or revoke the charter of any league which fails to comply with the rules and regulations of the Little League organization. I understand that the Little League organization has the right to require the league to provide such information as it may deem necessary. I understand that the Little League organization has the right to suspend or revoke the charter of any league which fails to comply with the rules and regulations of the Little League organization.

PRESIDENT'S SIGNATURE _____ DATE 2-7-02

RETAIN FOR YOUR RECORDS

SEE REVERSE SIDE
FOR INSTRUCTIONS

LITTLE LEAGUE BASEBALL, INCORPORATED
2002 CHARTER APPLICATION AND INSURANCE ENROLLMENT
TEAM CHARTER AND ACCIDENT INSURANCE SECTION

FOR ORDER # _____
INTERNAL DATE _____
USE CK # _____
ONLY CK AMT _____

BASEBALL TEAMS CHARTERING					ACCIDENT INSURANCE REQUIREMENTS (SEE REVERSE SIDE)		GIRLS SOFTBALL TEAMS CHARTERING						
DIVISION	PREVIOUS SEASON TEAMS	CURRENT SEASON TEAMS (IF DIFFERENT)	PER TEAM RATE	CHARTER FEE (TEAMS X RATE)	INSURANCE RATE	INSURANCE FEE (TEAMS X RATE)	DIVISION	PREVIOUS SEASON TEAMS	CURRENT SEASON TEAMS (IF DIFFERENT)	PER TEAM RATE	CHARTER FEE (TEAMS X RATE)	INSURANCE RATE	INSURANCE FEE (TEAMS X RATE)
LITTLE LEAGUE MAJOR (AGES 13-18)			13.00	13.00	21.00	21.00	LITTLE LEAGUE MAJOR (AGES 13-18)			13.00	13.00	21.00	21.00
LITTLE LEAGUE J.V. (AGES 11-12)			13.00	13.00	40.00	40.00	LITTLE LEAGUE J.V. (AGES 11-12)			13.00	13.00	40.00	40.00
SENIOR LEAGUE (AGES 19-24)			13.00	13.00	40.00	40.00	SENIOR LEAGUE (AGES 19-24)			13.00	13.00	40.00	40.00
LITTLE LEAGUE (AGES 7-10)			13.00	13.00	40.00	40.00	LITTLE LEAGUE (AGES 7-10)			13.00	13.00	40.00	40.00
TEEN LEAGUE (AGES 17-18)			13.00	13.00	17.00	17.00	TEEN LEAGUE (AGES 17-18)			13.00	13.00	17.00	17.00
LITTLE LEAGUE (AGES 11-12)			13.00	13.00	17.00	17.00	LITTLE LEAGUE (AGES 11-12)			13.00	13.00	17.00	17.00
COLLEGE FOOTBALL			13.00	13.00	21.00	21.00	BOYS SOFTBALL TEAMS CHARTERING						
TOTAL BASEBALL CHARTER FEE → A 357.00					TOTAL BASEBALL INSURANCE FEE → B 121.00		LITTLE LEAGUE MAJOR (AGES 13-18)			13.00		21.00	
*AVAILABLE ON A TOTAL LEAGUE BASIS OR SEND COPY OF EQUIVALENT LOCAL COVERAGE							SENIOR LEAGUE (AGES 19-24)			13.00		40.00	
GENERAL LIABILITY ADDITIONAL INSURED INFORMATION (CROSS OFF ANY PROPERTY OWNER(S) LISTED BUT NOT WANTED) OR PRINT NAME OF ANY NEW OWNERS AND THEIR ADDRESSES							6.5 LEAGUE (AGES 14-THRU 18)			13.00		40.00	
If you need more space for Additional Insured Information, please list on a separate sheet of paper and attach to this form.							TEEN LEAGUE (AGES 17-18)			13.00		17.00	
Do Not forget to include them in your calculation in E.							LITTLE LEAGUE (AGES 7-10)			13.00		17.00	
*Calculate Additional Insured Amount by counting all additional insureds selected and multiplying by the rate. Additional Insured Items can only be taken when selecting General Liability Coverage.							LITTLE LEAGUE (AGES 11-12)			13.00		17.00	
TOTAL NUMBER OF ADDITIONAL INSUREDS 1 X RATE 20.00					CHARGE FOR ADDITIONAL INSUREDS E 20.00		TOTAL SOFTBALL CHARTER FEE → C 91.00					TOTAL SOFTBALL INSURANCE FEE → D 121.00	

1. CITY OF RAPID CITY

**RUSHMORE LITTLE LEAGUE, INC.
BOARD MEMBERS 2001/2002**

President:	CATHY MELENDEZ	3890 Patterson Dr.	H: 393-2645 W: 355-7000
✓ Baseball VP:	DOUG LOWE	1705 N. 7 th Street	H: 341-0507 W: 394-4168
✓ Softball VP:	AMY KEESTER	1703 Pennington Street	H: 393-8457 W: 343-7882
Secretary:	DEB CHILSTROM	728 Lion Drive	H: 348-6753
Treasurer:	DONNA HURLEY	10179 Pioneer Ave.	H: 348-1201 W: 343-3550
T-ball Divisional all:	FRED KIWEL		H: 393-6019 W:
PW BB Player Agent:	CHRIS BURTON	107 Gumbo Drive	H: 923-6270
PW BB Divisional VP:	KEN HURLEY	10179 Pioneer Ave.	H: 348-1201 W:
MNR BB Player Agent:	RYLE FENNER		H: 393-8500 W: 718-1584
MNR BB Divisional VP:	STEVE KAUTZMAN		H: 718-9163 W:
MJR BB Player Agent:	CONNIE LOWE	1705 N. 7 th St.	H: 341-0507 W:
MJR BB Divisional VP:	RAY JONES	1502 Minuteman Dr.	H: 341-9046 W:
PW SB Player Agent:	LORI REURINK	3866 Bogey Ct.	H: 393-8549 W: 394-1854
PW SB Divisional VP:	LORI REURINK	3866 Bogey Ct.	H: 393-8549 W: 394-1854
MNR SB Player Agent:	FLO SANDBERG		H: 393-6070 W: 341-3006
MNR SB Divisional VP:	DEB ANDERSON	4440 Branco Ln.	H: 348-8433 W: 394-1851
MJR SB Player Agent:	NORA HARVEY		H: 393-9739 W:
MJR SB Divisional VP:	TERRY RANTA	4011 Oiler Ln.	H: 348-9781 W:
Information Officer:	DALE McCARTHER	708 Lion Dr.	H: 388-8525 W:
Equipment Manager:	MARK CHILSTROM	728 Lion Dr.	H: 348-6753 W: 348-5212
Safety Officer:	RON NORDELL	Seahawk Dr.	H: 348-6051 W: 394-4042
Umpire of Chief of RLL	KENNY JACOBS	6351 Greenfield Dr.	H: 393-2610
Signs Director:	DWIGHT PETERSON	2826 Garden Ln.	H: 342-7213 W: 393-1500
Fundraiser Chairman:	CONNIE OLSON	1550 Solitaire Dr.	H: 393-0731 W:
Concession Operators:	BILL & NORA HARVEY		H: 393-9739