

LICENSE AGREEMENT BETWEEN THE CITY OF RAPID CITY AND
_____, d/b/a _____, FOR THE SALE
OF PRE-PACKAGED ICE CREAM NOVELTIES AND SOFT DRINKS

The City of Rapid City hereby agrees to grant _____, d/b/a
_____, a license to operate a mobile step-van to sell pre-packaged ice cream novelties,
soft drinks, and other refreshments under the following conditions:

1. That sales will be made only during daylight hours during the 2002 season, generally from 1 p.m. until 9 p.m.
2. That sales be limited to pre-packaged ice cream novelties, soft drinks, and other refreshments.
3. That the step-van be inspected by and meet the requirements of the County Health Department prior to the issuance of this License Agreement.
4. That said step-van shall be operated on public streets and shall not in any manner obstruct with the free use of any public street, alley, sidewalk, or public ground.
5. That said step-van shall be equipped with a trash receptacle device and that the operator of said step-van shall police any area in which the step-van stops to conduct business and pick up all litter resulting therefrom.
6. That the step-van may operate on all city streets in the City of Rapid City with a posted speed limit not exceeding twenty-five (25) miles per hours.
7. That no sales be made on streets designated as truck or delivery routes, in or around school zones, or in any public parks.
8. That said step-van at all times be operated with the utmost regard for the safety of children and pedestrians.
9. That evidence of insurance coverage be filed with the Finance Officer.
10. That _____, d/b/a _____, pay a fee of Fifty Dollars (\$50) for the 2002 season for the right to use said step-van in the above-designated area.
11. _____ agrees to indemnify and save harmless the City from all suits, claims, damages, and actions of any kind or nature arising directly or indirectly on the part of the licensee, its agents, servants, employees, contractors, and suppliers out of its operations under this Agreement.
12. _____ shall, at his/her own expense, provide such public liability insurance as will protect the licensee and the City from all claims for damages to property and persons, including death, and the use of products, giving cause for claims or damages, which may arise from the operation of the business conducted under this agreement or from anyone directly or indirectly employed by the licensee. Such public liability insurance shall provide single limit coverage of not less than Five Hundred Thousand Dollars (\$500,000) for persons injured or killed or property damaged per occurrence. Evidence of such insurance coverage shall be filed

prior to any operations hereunder with the Finance Officer at the City/School Administration Building, 300 Sixth Street, Rapid City, South Dakota.

_____, d/b/a _____, agrees that this is not an exclusive right to sell the items mentioned in this License Agreement. The City reserves the right to enter into an agreement with other parties allowing the sale of the same or similar items in the same areas herein defined.

This agreement shall be effective for the 2002 season, and shall be renewable annually thereafter upon written request, subject to any rights reserved by the City in this agreement or by ordinance.

This agreement is subject to change or termination in the event any ordinance takes effect which would necessitate the change or termination. No change or termination of this License Agreement shall occur owing to any ordinance being passed until twenty (20) days' notice has been given.

The City of Rapid City reserves the right to revoke this agreement at any time for good cause.

DATED this ____ day of _____, 2002.

CITY OF RAPID CITY

Mayor

ATTEST:

Finance Officer

(SEAL)

(NAME OF BUSINESS)

By _____
Its: _____

State of South Dakota)
County of Pennington)

)SS. ACKNOWLEDGEMENT

On this the _____ day of _____, 2002, before me, the undersigned officer, personally appeared Jerry Munson 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

My Commission Expires:

(SEAL)

State of South Dakota

)

)SS. ACKNOWLEDGEMENT

County of Pennington)

On this the _____ day of _____, 2002, before me, the undersigned officer, personally appeared _____, d/b/a _____, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

Notary Public

My Commission Expires:

(SEAL)