



LEASE NUMBER: 4965

LF022603-06

**SPACE LEASE AGREEMENT**

Agreement made February 12, 2003, between the Rushmore Plaza Civic Center, an agency of the City of Rapid City, South Dakota (Lessor) and Rapid City Finance Office (Lessee), for the use of that portion of the Lessor's premises described below:

**Jep Enck Presentation**

Alpine/Ponderosa Room - March 5, 2003 - 1 Event Day @ \$250.00/day = \$250.00 (Fee waived)

**TOTAL RENT = \$250.00 (Fee waived)**

*\*Catering will be invoiced following the event.*

Lessee is entitled to use and occupy the above premises from 8 a.m. on the above date(s), until 11:59 p.m. on the above date(s).

In consideration for the use of the above described space, Lessee agrees to pay Lessor the sum of \$250.00 (fee waived).

Tables, chairs & set-up are included in the rental fee.

If banquet or reception functions are requested for this event, then the Food and Beverage Addendum must be signed, and hereby constitutes an integral and inseparable portion of this contract.

Special services and equipment: stagehand fees, event staff and security personnel, parking security, ticket takers, ushers, firemen, police, EMT's, special equipment, special lighting, special electrical requirements, garbage disposal, spotlights, staging, carpet, telephone service, booth service, food and beverage service, and other special equipment and services, as applicable, which are not included in this space lease agreement - shall be invoiced following the event or paid by lessee in settlement. All accounts over thirty days past due will be charged 1 1/2% interest per month/18% APR.

All provisions printed on the back hereof are a part of this agreement.

Lessee: **Rapid City Finance Office**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Lessor: \_\_\_\_\_

Date: \_\_\_\_\_

Brian Maliske  
General Manager

## CONDITIONS

- I. **AMERICANS WITH DISABILITIES ACT.** Lessee is responsible for providing auxiliary aids and services (which include interpreters, Braille programs, etc.) for the participants in its conference or performance as well as for assuring that displays are accessible to individuals with disabilities.
- II. **UNAUTHORIZED PROPERTY AND MATERIALS.** Lessee shall not bring or permit anyone to bring into the Rushmore Plaza Civic Center, (hereinafter, Civic Center) nor keep therein, any material that will increase the fire hazard or the rate of insurance on the premises or on any property therein. Lessee shall not bring or permit any person to bring into said premises any animals, helium balloons, or any other property of any kind without the consent of the Manager of the Rushmore Plaza Civic Center (hereinafter, Manager) and shall not place or put up any decorations without the consent of the Manager. Civic Center reserves the right at any time to require the Lessee to remove from the premises any animals, furniture, fixture, wiring, exhibits or other material placed therein or permitted to be placed therein by Lessee without such consent and to terminate this contract without notice or award of damages to the Lessee.
- III. **CONTROL OF PREMISES.** In renting said premises, Civic Center does not relinquish the right to control the management thereof, and to enforce all necessary and proper rules for the management and operation of same, and Civic Center, through its Manager, policeman, fireman and other designated representatives, shall have the right at any time to enter any portion of said premises for any legitimate purpose whatsoever, and the entire Civic Center, including the premises expressly covered by this Agreement, shall at all times be under the charge and control of the Manager, provided that this shall not authorize or empower said Civic center to direct the activities of said Lessee or assume liability for the same.
- IV. **CONCESSION RIGHTS AND CONTROL OF EMPLOYEES.** Unless otherwise expressly stated to the contrary on the face of this Agreement, Civic Center reserves the sole and exclusive right to offer for sale on, in or about the premises covered by this Agreement any soft drinks, food, coffee service, alcoholic beverages, souvenirs, or other merchandise of any sort, provided that Civic Center may lease all concession rights to any party or parties designated by Civic Center. It is understood and agreed that in no event will the Lessee, his agents or guests, bring into the auditorium or the building any food whether prepared or unprepared, or beverages of any kind without the consent of the manager having first been obtained in writing. Civic Center reserves the right at all times to control the ushers, gatemen, ticket takers and all other employees of the Lessee and the right to remove from the premises any and all such employees of Lessee and the right, with its officers and agents including its police officers, to eject any objectionable person or persons from the building and premises; in the event of the exercise of this authority, Lessee hereby waives any and all claims for damages against the City of Rapid City (hereinafter, City) on account thereof.
- V. **DAMAGE TO PREMISES.** Lessee will not cause or permit any nails or other objects to be driven into any portion of the building, or any signs to be affixed to the exterior thereof, or cause or permit any changes, alterations, repairs, painting or staining of any part of the building or the furnishings or equipment thereof, nor do, or permit to be done, anything which will damage or change the finish or appearance of the building or the furnishings thereof. Lessee will pay the cost of repairing any and all injury or damage which may be done to the building or any of the fixtures, furniture or furnishings thereof by any act of Lessee or any of Lessee's employees or agents or anyone visiting the building upon the invitation of the Lessee including the patrons of the attraction or function for which the Lessee is hereby renting the premises in question. It is expressly agreed that the Manager shall determine whether any damages have been done, the amount thereof and the reasonable cost of repairing the same, and whether it is one for which under the terms of this Agreement, Lessee is to be held responsible. The decision of the Manager shall be final unless the Lessee gives written notice within ten (10) days after the decision of the Manager of the desire of the Lessee to appeal to the Rushmore Plaza Civic Center Board (hereinafter, Board) from such decision. In such notice to the Manager, Lessee shall state fully the particulars and grounds upon which he considers the Manager's decision incorrect and no further objections thereto other than the objections so stated will be considered by the Board. The Board's decision shall be final.
- VI. **INSURANCE.** Lessee agrees to obtain, at its own cost and expense commercial general liability insurance in the sum of not less than \$1,000,000 each occurrence and \$1,000,000 general aggregate. A certificate of insurance with the Civic Center and the City named as additional insureds shall be provided to the Manager at least five (5) days prior to occupancy by the Lessee. The certificate of insurance shall provide for written notice to the Manager ten (10) days prior to cancellation of the policy.
- VII. **RELEASE FROM LIABILITY.** The Lessee agrees to indemnify, defend, and save harmless, the Civic Center, its officers, agents, and officials, against any and all claims and to pay legal costs, fees, and charges in defense thereof, for injury to person or property damage, including claims of employees of Lessee or of any contractor or subcontractor of Lessee resulting directly or indirectly from any act, incident, or accident occurring in, upon, or about the premises of the Civic Center as a result of the acts, errors, or omissions of the Lessee or its agents or arising in connection with the operation, use, or occupancy of the premises by Lessee. Lessee shall not, by this provision, be required to indemnify the Civic Center for loss or damages, or costs incurred in defense, which arise out of the sole negligence of the Civic Center.

The Lessee hereby expressly waives any and all claims of whatever nature against the Civic Center for any and all loss or damage to persons or property sustained from any cause whatever prior to, during, or subsequent to the rental period by reason of any defect, deficiency, failure, or impairment of the premises, including but not limited to, the water supply system, heating system, wires leading to or inside the premises, gas, electric, or telephone systems, automatic sprinkler system, or from any other source whatsoever.
- VIII. **INGRESS AND EGRESS.** Lessee agrees that neither the halls nor ramps of said building, nor the sidewalks, entrances, or lobby thereof shall be obstructed by Lessee nor used for purposes other than ingress or egress. Other use of the common areas – public halls, corridors, and grounds – is prohibited without prior approval and authorization by the management.
- IX. **REMOVAL OF AFFECTS.** Civic Center reserves the right for any additional period beyond the term of this Lease to remove from the building all affects of Lessee remaining therein and to store the same wherever appropriate in Civic Center's name or at Civic Center's option, in the name of Lessee, at the cost, expense and risk of Lessee and Civic Center shall not be liable in any way to Lessee by reason of so removing and storing such affects.
- X. **ADVERTISING DURING EVENTS.** The Civic Center maintains the right to advertise upcoming events the night of a show, prior to, during, intermission and following an event/show.
- XI. **ATTORNEY FEES.** Lessee agrees to pay all reasonable attorney fees necessary for the collection of rent or other charges or damages under this agreement.
- XII. **TERMINATION OF LEASE.** In the event the premises covered by this Agreement, or the building of which such premises are a part be destroyed or damaged by fire or any other cause, or, if other casualty or unforeseen occurrence shall render the fulfillment of this Lease by Civic Center impossible, then the term of the Lease shall end and Lessee shall be liable to pay rent only up to the time of such termination, and Lessee hereby waives and releases any claim for damages or compensation on account of such termination. Lessee agrees that Civic Center may with cause, terminate this entire Agreement at any time prior to payment in full by Lessee of the agreed rent. Unless such termination be by reason of breach or default on the part of Lessee, Lessee shall thereupon become entitled to have refunded such amount if Lessee has paid his rent under this Agreement; but it is expressly understood that failure on Lessee's part to pay the remainder of the agreed rent and to make the deposit as security against damage to the premises and to deposit a furnished policy of public liability insurance referred to in Paragraph VI of these conditions, within the time herein stipulated, shall entitle Civic Center to terminate this entire Agreement and to hold as Civic Center's liquidated damages and not as a penalty, such amount as Lessee has theretofore paid under this Agreement.
- XIII. **DEPOSIT.** All monies used as a deposit on this Agreement shall be non-refundable.
- XIV. **PATENTS, TRADEMARKS, COPYRIGHTS, ROYALTIES.** Lessee assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices process or dramatic rights used in the conduct of said events and agrees to indemnify and hold harmless the City and the Civic center from all damage, costs and expenses on account of the use of any such materials, equipment, devices, process or dramatic rights by Lessee or its agents, performers and exhibitors. Lessee agrees to pay all royalties, license fees and other charges accruing or becoming due by reason of any music, live or recorded, or other entertainment of any kind played, staged or produced by Lessee, its agents, employees or licensees, upon the leased premises.
- XV. **SCOPE OF AUTHORITY.** Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of the Board and/or the Manager. All statements in the Rushmore Plaza Civic Center Facility Guide are considered policy.