

AGREEMENT

AGREEMENT MADE THIS _____ day of _____, 2002, by and between Rapid City Racers Swim Club, Inc., hereinafter referred to as "Racers", and the City of Rapid City, hereinafter referred to as "City".

FOR AND IN CONSIDERATION of the mutual benefits to accrue from the performance of the covenants herein contained the parties hereby agree as follows:

1. Purpose. The purpose of this agreement is to set forth the terms and conditions whereby the Racers contract to organize, supervise, and conduct a competitive swim team program at Horace Mann Swimming Pool.

2. Racer Obligations. The Racers shall provide a qualified coach/ supervisor and will organize, supervise, and conduct the Rapid City Racers Swim Program at Horace Mann Swimming Pool outlined herein. The program will consist of practice sessions between 7:30 a.m. to 9:30 a.m. for a twelve-week session beginning June 3, 2002, five days per week, and during the evening public lap swim at the discretion of the Head Lifeguard & Aquatics Director.

The Racers shall also have use of Horace Mann Swimming Pool to host a competitive swim meet July 5, 6 and 7, 2002, at a reduced rental fee of \$1,200 for the season, which includes practice times and one swim meet. The Racers shall assign a Meet Director responsible for all aspects of the meet including safety rules and closure because of inclement weather. Guidelines provided by the City Recreation Director for set up and clean up shall be followed. One additional meet is scheduled under same guidelines (August 2-4, State C championship).

The swim club members must purchase a City season swim pass at the regular rate to defray the cost of pool operations. The Racers shall be responsible for all promotion, registration, record keeping, recruiting of staff and supervision of staff and program.

The Racers may not on the grounds of race, color, sex, creed, religion, ancestry, national origin or disability discriminate nor permit discrimination against any person or group of persons in the use of the Horace Mann Swimming Pool for swimming competition in any manner prohibited by local, state or federal laws. The Racers further agree to comply with the requirements made to enforce the foregoing which may be required of or by the City.

The Racers agree to leave the premises at 9:30 a.m. each day in as good condition as found at 7:30 a.m. of such day.

The Racers will be liable for any and all damage done to any part of the City's property while the Racers are on the premises.

3. City Obligations. The City will provide access to Horace Mann Swimming Pool during the program schedule stated above. The City will provide maintenance to ensure the pools are available to the Racers by 7:30 a.m. each day during the program period.

4. Insurance. The Racers agree to hold the City harmless from any and all liability arising from any operation under this Agreement and to purchase and maintain at its sole expense bodily injury and property damage insurance for each occurrence of

injury or damage in the minimum amount of One Million Dollars (\$1,000,000) single limit for bodily injury or property damage. The City shall be named an additional insured in said policy or policies and the Racers shall furnish to the City evidence of insurance by a certificate of insurance of required coverage.

5. Term. The term of this agreement shall be for a period of one (1) year provided that the Racers shall have the option to renew this agreement on a yearly basis upon written request to the City Recreation Director.

6. Assignment. This agreement shall not be assigned nor any rights thereunder assigned or sublet by the Racers without a written consent of the City.

7. Termination. If either party shall fail to perform any of the obligations established by this agreement, the agreement may be terminated by the other party upon sixty (60) days' notice in writing thereof, provided that if the sixty (60) day period expires during the ten (10) weeks of Racers Swim Program, this agreement shall terminate at the end of such ten (10) week period.

DATED this ____ day of _____, 2002.

CITY OF RAPID CITY

Jerry Munson, Mayor

ATTEST:

Finance Officer

(SEAL)

RAPID CITY RACERS SWIM CLUB, INC.

By: _____
Ninfa Stocking, Secretary

By: _____
Dave Mortimer, President

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

On this the _____ 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, South Dakota

My Commission Expires:

(SEAL)

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

On this _____ day of _____, 2002, before me, the undersigned officer, personally appeared Ninfa Stocking, who acknowledged herself to be the Secretary of the Rapid City Racers Swim Club, Inc., a corporation, and that she as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Rapid City Racers Swim Club, Inc. by herself as Secretary.

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 _____ day of _____, 2002, before me, the undersigned officer, personally appeared Dave Mortimer, who acknowledged himself to be the President of the Rapid City Racers Swim Club, Inc., a 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 Rapid City Racers Swim Club, Inc. by himself as President.

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

Notary Public, South Dakota

My Commission Expires:

(SEAL)