

*AGREEMENT TO  
FURNISH SECURITY  
BY  
MT. STATES INVESTIGATIONS & SECURITY, INC.*

This contract is made on June 1, 2004, between Mt. States Investigations & Security, Inc., whose post office address is P.O. Box 3278, Rapid City, South Dakota 57709-3278, hereinafter referred to as "Security" and Rapid City Parks Department; located at 2915 Canyon Lake Dr, Rapid City, SD 57702, hereinafter referred to "Company".

Security's administrative representative is Roger Kierstead, President  
Or  
Karen Kierstead, Owner/CFO

***RECITALS***

1. Security is in the business of furnishing security by means of providing security personnel, security patrol, and other methods of protection and detection.
2. Company wishes to employ the services of Mt. States Investigations & Security, Inc., for the reasons recited herein and in consideration of the mutual covenants contained herein, Security and Company agree as follows.

***SECTION ONE  
FURNISHING SECURITY PERSONNEL***

Security shall furnish company security personnel to monitor and to assist in maintaining security at Company's premises.

***SECTION TWO  
PURPOSE OF SERVICE***

It is hereby agreed and understood by the parties that the primary purpose of retaining Security is to have security personnel present as a visual deterrent to theft, vandalism and other such illegal activities, as a security patrol, and removal of unruly, disorderly and intoxicated patrons, and such other services a Security and Company may agree upon in Exhibit A. (Optional)

**SECTION THREE  
RULES AND EQUIPMENT  
OF SECURITY PERSONNEL**

Security personnel of Security will comply with the following rules and equipment requirements:

1. All employees of Security will be the age Twenty- one or older when required by law.
2. Security personnel will be equipped with adequate communications allowing Company to contact said personnel when required.
3. Security personnel will be uniformed with identification displaying their employment by Mt. States Investigations & Security, Inc.
4. Security will provide an opening and closing of the RAPID CITY SKATEBOARD PARK, located on New York Street. The opening will be around day break and the closing will be around night fall.
5. We will also work on a respond to call situation as needed. (Optional)

**SECTION FOUR  
CHARGE FOR SERVICE**

Company shall pay Mt. States Investigations & Security, Inc., the sum of \$90.00 per month. Call responses or extra time spent will be billed on a minute bill basis of .37 per minute. In the event of mutual agreement to terminate at a time which is other than the end of the month term, such sum shall be prorated.

Security will reserve the right to charge for billable overtime due to any of the six (6) nationally recognized holidays.

Any other services desired by Company beyond that provided for under the terms and conditions of this agreement will be provided by Security under separate terms and conditions which will be reached by written agreement through the use of a "Change Order" (see section 6) and shall be made an addendum hereto.

Security will provide monthly billing to the Company, and Company agrees to make payment to Mt. States Investigations & Security, Inc., within ten (10) days after receipt of said monthly itemized statement.

***SECTION FIVE  
TERM OF AGREEMENT***

This agreement shall be deemed perpetual, and either party may terminate this agreement for any reason upon the giving of written notice to the other. Such notice shall be given not less than thirty (30) days prior to the date of termination. In the event of company's breach or abandonment of this agreement, security may thereupon and without further notice, terminate this agreement without waiving any other remedies at law or in equity.

***SECTION SIX  
CHANGE ORDERS***

The Statement of Service to be performed by Security, will not be modified without a written Change Order (example from attached) signed by both Security and Company, setting forth and change in agreement, increase or decrease in the amount to be paid by client because of such change and any extension of time to compete or continue services.

***SECTION SEVEN  
LIMIT OF LIABILITY  
INDEMNIFICATION***

The parties hereto agree that Mt. States Investigations and Security, Inc. will not be liable to company for any damages incurred by Company as a result of any acts or omissions of any patron or other person on Company's premises. The parties further agree that Security will not be liable to Company for losses of any kind or nature which stem from the acts or omissions of any person not employed by Security, including, but not limited to, losses by robbery, damage to personal property or real property, personal injury, molestations, physical or sexual abuse, or assault, or theft by deception in gambling practices by patrons or other persons on Company's premises.

Company agrees to indemnify and hold Mt. States Investigations & Security, Inc., it's officers, agents, directors and employees harmless from and against any such claims, demands and causes of action, arising out of the performance of the terms of this agreement by Company, it's agents and or employees including a reasonable attorney's fee, whether or not such damages exceed the minimum insurance amounts set forth.

***SECTION EIGHT  
ESCALATOR CLAUSE***

Security shall reserve the right to change the rates to company with a thirty (30) day notice within this contract for such escalated charges that are deemed unavoidable by Security and must be adhered to for the continuation of business by Security in their field. Those increases that shall be deemed as consideration for the escalator clause shall be as follows:

1. FICA
2. Professional liability insurance
3. Workers compensation insurance
4. Employee minimum wage
5. Annual cost of living increases
6. Any other forced governmental increase

***SECTION NINE  
EFFECTIVE DATE***

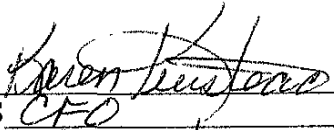
This agreement shall be effective on the date signed by Security.

***SECTION TEN  
ENTIRE AGREEMENT***

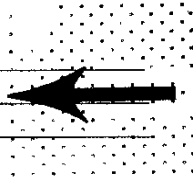
This agreement contains the entire agreement of the parties and may be modified only by subsequent written agreement of the parties.

MOUNTAIN STATES INVESTIGATIONS  
& SECURITY, INC.

CITY PARKS DEPARTMENT

BY   
ITS CFO  
DATE 6-1-04

BY \_\_\_\_\_  
ITS \_\_\_\_\_  
DATE \_\_\_\_\_



**SIGN  
HERE**