

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND THE SOUTH
DAKOTA SCHOOL OF MINES AND TECHNOLOGY ALLOWING THE
SCHOOL TO HANG BANNERS FROM CITY LIGHT POSTS**

This Agreement is made and entered into by and between the City of Rapid City, a municipal corporation, located at 300 Sixth St., Rapid City, South Dakota, 57701 (herein after referred to as the “City”) and the South Dakota School of Mines and Technology, located at 501 East St. Joseph St., Rapid City, South Dakota, 57701 (herein after referred to as the “SDSM&T”).

WHEREAS, the SDSM&T would like to hang banners related to the school and/or school functions from the City owned street light poles located in the right of way along East St. Joseph St. adjacent to their campus; and

WHEREAS, the City is willing to agree to allow school related banners on the street light poles if the SDSM&T agrees to certain conditions.

NOW THEREFORE, the parties agree to the following terms and conditions:

1. The City will allow the SDSM&T to hang or mount banners from the City’s street light poles adjacent to the school’s campus along St. Joseph Street.
2. The SDSM&T will be allowed to hang signs or banners from the poles that advertise or provide information about the school or school related activities and events.
3. Prior to making any physical changes to the poles, such as drilling holes or installing mountings, the SDSM&T shall receive prior written permission from the Director of Public Works or his authorized designee.
4. The SDSM&T shall be responsible for hanging and for removing any signs and/or banners from the street light poles.
5. The SDSM&T will maintain any banners and signs and keep them in good condition. The SDSM&T will remove any signs or banners that have deteriorated or become damaged at the request of the Director of Public Works or his authorized designee.
6. The SDSM&T agrees to indemnify the City for any damage caused by the mounting or hanging of any signs or banners to City property.
7. Nothing in the Agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this Agreement. Any liabilities or claims for property loss or death or personal injury by a party or its agents, employees,

contractors or assigns or by third persons, arising out of and during this agreement shall be determined according to applicable law.

8. This Agreement may be terminated at any time, for any reason, by either party, by providing thirty (30) days written notice of the party's intent to terminate the Agreement.

9. The term of this Agreement shall be one (1) year, unless sooner terminated in accordance with the terms hereof. Upon the expiration of the initial term, this Agreement shall be automatically renewed upon the same terms and conditions, for successive one year terms until either party shall have given 30 days written notice of intent not to renew.

10. The parties rights and obligations under this Agreement shall be governed by, and construed in accordance with, the laws of the State of South Dakota. Any dispute concerning this Agreement shall be venued and litigated in the Circuit Court for the Seventh Judicial Circuit for the State of South Dakota, located in Rapid City, Pennington County, State of South Dakota.

Dated this ____ day of February, 2005.

CITY OF RAPID CITY

Mayor

ATTEST:

Finance Officer

SOUTH DAKOTA SCHOOL OF
MINES AND TECHNOLOGY

BY: _____
ITS: _____

STATE OF SOUTH DAKOTA)
)ss.
COUNTY OF PENNINGTON)

On this _____ day of _____, 2005, before me, the undersigned officer, personally appeared Jim Shaw and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City 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 as such Mayor and Finance Officer of the City of Rapid City.

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

[SEAL]

Notary Public, State of South Dakota
My Commission Expires:_____

STATE OF SOUTH DAKOTA)
)ss.
COUNTY OF PENNINGTON)

On this _____ day of _____, 2005, before me, the undersigned officer, personally appeared _____, who acknowledged themselves to be the _____ of the South Dakota School of Mines and Technology and that as such, being duly authorized so to do, executed the foregoing instrument by signing the name of the South Dakota School of Mines by himself as its _____.

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

[SEAL]

Notary Public, State of South Dakota
My Commission Expires:_____