

LEASE AGREEMENT BETWEEN THE CITY OF RAPID CITY  
AND  
CANYON LAKE LITTLE LEAGUE, INC.

For and in consideration of the mutual promises and agreement contained herein, the City of Rapid City ("City"), a municipal corporation, agrees to lease to Canyon Lake Little League, Inc. ("Lessee"), a non-profit corporation of the State of South Dakota, a specified area to operate a youth softball and baseball program, subject to the following terms and conditions:

1.     Consideration. City hereby leases to Lessee the below described premises for the sum of One Dollar(s) (\$1.00) per year and other good and valuable consideration, including but not limited to, maintenance of general grounds, construction of incidental improvements, administration, responsibility for mowing of the fields, and responsibility for all electrical bills. Said sum is payable to the City of Rapid City on or before the first day of January of each succeeding year.

2.     Term. The term of this agreement is from January 1, 2005 to January 1, 2012.

3.     Premises. The premises leased by the City to the Lessee are described on Exhibit "A" attached hereto and incorporated herein by reference (United Field).

4.     Surrender of Premises. Lessee agrees to surrender the premises, or any part thereof, in the event it is necessary for expansion or utilization of public park facilities, and they further agree to abandon the premises, or any part thereof, in the event the demand is made by the United States government, State of South Dakota, or City of Rapid City. It further agrees to abandon the premises, or any part thereof, whenever ordered to do so by a court of law or whenever the City is ordered to terminate said agreement by an order of any court.

5. Use. Lessee shall have priority but non-exclusive use of the premises during the lease period, subject to the terms of this lease, for the purpose of operating a baseball and softball program. Lessee agrees that the City may use the premises when the same is not required for use by Lessee, and such use by the City shall not be inconsistent with the normal usage of said premises. Use of the premises is also subject to the following conditions:

- a) Canyon Lake Little League, Inc. will make the United Field available for use by the ASA Softball organization by reserving the field for ASA use for two time periods (no less than four hours nor greater than six hours) per week, consisting of one period each day on two separate days per week, if needed. In order to allow for the preparation of seasonal field use schedules, ASA will apprise Lessee of its needs with sufficient time to allow the specific time agreements to be negotiated and finalized no later than March 30 of each year. ASA will be accountable to Lessee for care and maintenance of the field as a result of their use.
- b) The United Field will be kept and maintained as a youth softball field and can be used for a baseball program. No modifications to the field will be made without the written approval of the Director of Parks and Recreation.
- c) The United Field will be available for use by the high school softball teams during the high school softball season. High school teams will be accountable to Lessee for care and maintenance of the field as a result of their use.

6. Use by Others. Lessee will not allow other persons or organizations to use the premises under this Lease without the express written consent of the Director of Parks and Recreation or his designee. However, upon the direction of the Director of Parks and Recreation or his designee, Lessee shall allow other persons or organizations to use the premises if the premises are not in bona-fide use by the Lessee. In keeping with the best interest of the community and equitable access to all City recreation facilities, Lessee agrees to negotiate in good faith as to the use of the premises by others. The maintenance costs for such use shall be determined by Lessee and the authorized user; provided, however, that the Parks & Recreation Director will

determine said costs if the parties are unable to agree. Lessee is entitled to enter into use agreements and may require other premise users, including but not limited to those enumerated in Sections 5(a) and 5(c) of this agreement, to enter into such agreements which may, among other duties, required said users to maintain the premises to the standards established by Lessee. Such agreements may also set forth provisions for any other users to repair damages, correct neglected maintenance or other problems that arise on the premises and which occur while under the control of other users, or to cover operating expenses incurred while in use by other users. Such agreements shall require all other users to provide the same insurance coverage to the City as the Lessee is required to provide under paragraph 13 of this lease. In addition, Lessee agrees, that in the event such other user or its insurer is unable or unwilling to defend, indemnify, and hold the City harmless as required by paragraph 13, the Lessee shall defend, indemnify and hold the City harmless in the same manner as provided by paragraph 13.

7. Maintenance. Lessee agrees to maintain said premises under the authority of the Parks & Recreation Director or his designee. Lessee agrees to repair or replace any property that is damaged, either willfully or accidentally. Lessee is entitled to recover costs for damages or require repairs for damages or improper or neglected maintenance that occurs while in the use and control of other users, including but not limited to those enumerated in Sections 5(a) and 5(c) of this agreement. Lessee agrees to be responsible for policing the premises and to pick up and make ready for city collection all trash, debris, and waste material of every nature, including mowing of weeds, resulting from the use of the premises by itself or any spectators in attendance at such premises. Lessee agrees to provide trash receptacles for use at the premises.

Lessee agrees to be responsible for the preparation of the playing fields prior to all scheduled game days. Lessee also agrees to place all collected trash, debris, and waste in a designated location for removal by the City of Rapid City.

City, at its own expense, agrees to provide unique or unusual maintenance and routine maintenance to the infrastructure, including but not limited to, repair of broken water mains, sewer, storm sewer and all repairs and surface maintenance of parking lots. City agrees to provide water to the premises for the purpose of watering the playing field grass. City specifically reserves the right to restrict water usage under this agreement if water restrictions are placed on other water users within the City.

8. Mowing. Lessee shall mow the playing fields on a substantially weekly basis during the season. The Parks Division Manager can mow the fields and charge Lessee at the rate of twenty-five dollars (\$25.00) per hour for each person and machine used, provided that the Parks Division Manager: (1) determines the need for mowing; (2) gives Lessee three (3) days notice of his intent to do so if Lessee fails to mow; and (3) determines he has the available personnel and equipment. Should the City Parks Division not have the available personnel and equipment, the Parks Division Manager can arrange for a private contractor to mow at the expense of Lessee.

9. Construction Approval. Construction and other improvements at the leased areas shall be in conformity with the regulatory codes of the City and subject to the approval of the Director of Parks and Recreation or his designee. Any permanent improvements or fixtures constructed by the Lessee in the leased area shall be considered the property of the City.

10. Expense. City shall assume no expenses as a result of this lease or any of the operations of the Lessee. Lessee agrees to pay its own administration expenses,

including but not limited to, employees, lights and electricity, grounds crew, office supplies, equipment, and secretarial fees. Lessee agrees that the electric utilities will be metered in the name of and billed directly to Lessee and that all expenses incurred by it shall be paid within thirty (30) days of due date.

11. Public Accounting. Lessee agrees to make available to the City upon request a public accounting of its financial transactions. Such accounting shall be in the form of a report of income and expenses and balance sheet of its assets and liabilities.

12. Termination. If Lessee shall dissolve or abandon the use of the premises for one season or fail to meet its consideration requirement as set forth in Section 1 of this lease without approval from the City, this lease shall be terminated and Lessee shall have no further rights hereunder. If Lessee changes the character of its operation significantly from that of a non-profit corporation, then it shall have no further rights under this lease.

13. Liability. Lessee agrees to defend, indemnify and hold harmless, the City of Rapid City, its officers, employees, and agents from any and all claims and/or liability arising from any operation or use under this lease of the described premises by the Lessee or its agents or employees or any other person using the premises. Lessee is entitled to enter into separate agreements to hold harmless its organization, directors and members from claims arising from the use of other parties, such as, but not limited to those enumerated in Sections 5(a) and 5(c) of this agreement. Lessee agrees to purchase or provide and maintain bodily injury and property damage insurance, acceptable to the City, with liability limits not less than One Million Dollars (\$1,000,000.00) for each occurrence of injury or damage and an aggregate limit not less than Two Million Dollars (\$2,000,000.00). The City shall be named as an additional

insured in said policy or policies, and Lessee shall furnish to the City evidence of insurance by a certificate of insurance of required coverage.

14. Assignment or Subletting. This lease shall not be assigned, nor the premises sublet, by Lessee except with written consent and approval of the City.

15. Concession, Advertising and Naming Rights. Lessee shall have the right to operate concessions for the sale of beverages, food, programs, and other items usually sold in the public parks. Lessee also agrees to be responsible for cleaning and maintaining the concession area. Lessee shall have the right to sell advertising space on the inside of the fences enclosing the playing fields and all revenue derived from concessions and advertising shall belong to Lessee; provided, however, that any permits required shall be obtained and all regulations and City ordinances shall be followed. Lessee shall have no naming rights over the premises unless specifically approved by the City Council of the City of Rapid City.

16. Parking. Lessee agrees that it will permit no vehicular parking within the leased areas except in those areas as may be designated for parking by the Director of Parks and Recreation or his designee.

17. City Authority. All matters pertaining to the terms of this lease shall be subject to the powers of the City Council and its designated authorized agents consistent with the laws of the State of South Dakota.

18. Change of Contacts and Officers. Lessee agrees to notify the Director of Parks and Recreation and the City Finance Officer of any changes in the officers of Lessee within thirty (30) days after said change. Attached to and incorporated by reference into the terms of this agreement are the names and addresses of the current office holders of Lessee.

19. Non-Discrimination. Lessee shall not on the grounds of race, color, sex, creed, religion, ancestry, national origin, sexual preference, or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by local, state, or federal laws. Lessee further agrees to comply with any requirements made to enforce the foregoing which may be required of or by the City.

20. Relationship Between the Parties. This lease does not create any employee/employer relationship between the City and Lessee, its agents or employees.

21. Integration. The parties agree that this agreement constitutes the entire understanding between them and that there are no other oral or collateral leases or understandings of any kind or character except those contained herein.

Dated this \_\_\_\_\_ day of January, 2005.

CITY OF RAPID CITY

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Finance Officer

(SEAL)

CANYON LAKE LITTLE LEAGUE, INC.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

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 acknowledge 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 do to, 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:

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

On this \_\_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the President of Canyon Lake Little League, Inc., and that he, as such President, being authorized so do to, executed the foregoing instrument for the purposes therein contained by signing his name, as President.

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

\_\_\_\_\_  
Notary Public, South Dakota

My Commission Expires: