

-AMENDMENT NO. 1
PARK CONCESSION AGREEMENT CANYON LAKE BETWEEN CITY OF
RAPID CITY AND DERBY ADVERTISING D/B/A CANYON LAKE RESORT

This Amendment No. 1 to Park Concession Agreement Canyon Lake between City of Rapid City and Derby Advertising d/b/a Canyon Lake Resort dated October 7, 2002 and October 17, 2005, is made and entered into this ____ day of _____, 2006. All other terms and conditions of the Park Concession Agreement between shall remain in full force and effect.

The following Sections of the Park Concession Agreement Canyon Lake will be amended as follows:

2. Purpose. The Concessionaire agrees to operate, maintain and rent, in the concession area, paddleboats, non-motorized watercraft and bicycles. All paddleboats, watercraft and bicycles offered for rent and for public use by the concession shall be of number one, first-grade quality. All federal, state, and local regulations pertaining to safety and to quality of products offered for rent must be met by Concessionaire. The Concessionaire shall use the areas herein described only for the purposes stated and for no unlawful purposes whatsoever.

7. Liability Insurance. The Concessionaire shall purchase and maintain General Commercial liability, personal injury and property damage insurance for each occurrence of injury or damaging in the minimum amount of One Million Dollars (\$1,000,000) for personal injury with a Three Million Dollar (\$3,000,000) general aggregate limit. The City shall be named as additional insured on the insurance policy. A copy of the Certificate of Insurance shall be provided to the City Finance Officer and the Director of Parks and Recreation.

The Concessionaire shall indemnify, defend and hold the City harmless from and all claims arising from Concessionaire 's use of the concession or from the conduct of its business or from any activity, work or things which maybe permitted or suffered by Concessionaire in or about the concession and shall further indemnify, defend and hold City harmless from and against any and all claims arising from any negligence of Concessionaire or any of its agents, contractors, employees or invitees and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Concessionaire hereby assumes all risk of damage to property or injury to persons in or about the Concession from any cause, and Concessionaire hereby waives all claims in respect thereof against the City, except where said damage arises out of negligence of Concessionaire.

Concessionaire shall cause each insurance policy carried by Concessionaire insuring the concession and the City shall cause each insurance policy carried by City insuring the concession, its fixtures and contents to be written in a manner so as to provide that the insurance companies waive all right of recovery by way of subrogation

State of South Dakota)
 SS.
County of Pennington)

On this the ____ day of _____, 2006, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the President of Derby Advertising, Inc., d/b/a Canyon Lake Resort and that he, as such President, being authorized so to do, executed the foregoing instrument by signing the name of Derby Advertising, Inc., d/b/a Canyon Lake Resort by himself as President.

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

Notary Public, South Dakota

My Commission Expires:

(SEAL)

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| Prepared By: CITY ATTORNEY'S OFFICE |
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