

AMENDED LICENSE AGREEMENT BETWEEN THE CITY OF RAPID CITY AND
NEIL LITZEN, d/b/a MR. FROSTY 2, FOR THE SALE
OF PRE-PACKAGED ICE CREAM NOVELTIES AND SOFT DRINKS

The City of Rapid City hereby agrees to grant Neil Litzen, d/b/a Mr. Frosty, a license to operate two (2) mobile step-vans to sell pre-packaged ice cream novelties, soft drinks, and other refreshments under the following conditions:

1. That sales will be made only during daylight hours during the 2010 calendar year, generally from 1 p.m. until 9 p.m.
2. That sales be limited to pre-packaged ice cream novelties, soft drinks, and other refreshments.
3. That the step-vans be inspected by and meet the requirements of the County Health Department prior to the issuance of this License Agreement.
4. That said step-vans shall be operated on public streets and shall not in any manner obstruct with the free use of any public street, alley, sidewalk, or public ground.
5. That said step-vans shall be equipped with a trash receptacle device and that the operator of said step-vans shall police any area in which the step-vans stop to conduct business and pick up all litter resulting therefrom.
6. That the step-vans may operate on all city streets in the City of Rapid City with a posted speed limit not exceeding twenty-five (25) miles per hour.
7. That no sales be made on streets designated as truck or delivery routes, in or around school zones, or in any public parks.
8. That said step-vans at all times be operated with the utmost regard for the safety of children and pedestrians.
9. That evidence of insurance coverage be filed with the Finance Officer.
10. That Neil Litzen, d/b/a Mr. Frosty, pay a fee of Fifty Dollars (\$50) per vehicle for a total fee of One Hundred Dollars (\$100.00) for the 2010 calendar year for the right to use said step-vans in the above-designated area.
11. Litzen agrees to indemnify and save harmless the City from all suits, claims, damages, and actions of any kind or nature arising directly or indirectly on the part of the licensee, its agents, servants, employees, contractors, and suppliers out of its operations under this Agreement.
12. Litzen shall, at his/her own expense, provide such public liability insurance as will protect the licensee and the City from all claims for damages to property and persons, including death, and the use of products, giving cause for claims or damages, which may arise from the operation of the business conducted under this agreement or from anyone directly or indirectly employed by the licensee. Such public liability insurance shall provide single limit coverage of not less than One Million Dollars (\$1,000,000) per step-van for persons injured or killed or property damaged per occurrence. Evidence of such

insurance coverage shall be filed prior to any operations hereunder with the Finance Officer at the City/School Administration Building, 300 Sixth Street, Rapid City, South Dakota.

Neil Litzen, d/b/a Mr. Frosty 2, agrees that this is not an exclusive right to sell the items mentioned in this License Agreement. The City reserves the right to enter into an agreement with other parties allowing the sale of the same or similar items in the same areas herein defined.

This agreement shall be effective for the 2010 season, and shall be renewable annually thereafter upon written request, subject to any rights reserved by the City in this agreement or by ordinance.

This agreement is subject to change or termination in the event any ordinance takes effect which would necessitate the change or termination. No change or termination of this License Agreement shall occur owing to any ordinance being passed until twenty (20) days' notice has been given.

The City of Rapid City reserves the right to revoke this agreement at any time for good cause.

DATED this _____ day of _____, 2010.

CITY OF RAPID CITY

Mayor

ATTEST:

Finance Officer

(SEAL)

MR. FROSTY 2

By: _____
Neil Litzen

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ACKNOWLEDGEMENT

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On this the _____ day of _____, 2010, before me, the undersigned officer, personally appeared Alan Hanks 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

My Commission Expires:

(SEAL)

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ACKNOWLEDGEMENT

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On this the _____ day of _____, 2010, before me, the undersigned officer, personally appeared Neil Litzen, d/b/a Mr. Frosty 2, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

Notary Public

My Commission Expires:

(SEAL)