

**CITY OF RAPID CITY'S APPLICATION AND AGREEMENT TO LEASE A BANNER POLE FOR ADVERTISEMENT BANNERS IN DOWNTOWN RAPID CITY**

Name of entity or organization: School of Mines Date: 08/01/12

Address: 501 E. Saint Joseph St. Rapid City, SD 57701

Phone Number: 394.2336 Contact Person: Mike Keegan

Dates Banner Is To Be Displayed: September 15 – September 24, 2012

Location Where Banner Will Be Displayed: Across Main St. and Saint Joseph St.

Please describe the content of the banner message: School of Mines M-Week

**AGREEMENT**

1. Parties. This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Rapid City, a South Dakota Municipal Corporation, 300 Sixth Street, Rapid City, South Dakota, 57701, hereinafter referred to as "City" and School of Mines, hereinafter referred to as "Advertiser."

2. Term. The approved banner shall be on display from the 15 of Sept, 2012 to the 22 of September 2012.

3. Payment. Advertiser agrees to pay the City \_\_\_\_\_ for lease of advertising space.

**4. Advertisement and Artwork.**

A) All advertisements shall be submitted for prior approval.

B) It is expressly understood that the City shall have the right to disapprove of any particular advertisements and thereby prevent it from being displayed, especially in instances in which the advertisement is adverse to the City's interests or in poor taste, but this right of disapproval shall not be unreasonably exercised. If this right is exercised, the Advertiser shall have no claim or recourse against the City.

C) The City will not accept advertisements: -Containing or promoting obscene material; Containing or promoting material that is harmful to minor -Containing political or controversial content -Containing profane content -Containing violent or criminal content -Promoting alcohol, tobacco, or firearms -Promoting or denigrating groups based on gender, religion, race, ethnicity or political affiliation. D) The City retains the right to terminate any advertising displays based on adverse publicity or complaints. E) All costs of the advertisement and the artwork for the advertisement shall be borne by the Advertiser.

5. Rules and Regulations. Advertiser shall comply with all rules and regulations of the City of Rapid City and with all federal and state regulatory measures and laws of any kind applicable. Specifically, Advertiser warrants that all approved designs do not infringe upon any trademark or copyrights, state or federal.

6. Wind. In the event of high wind conditions, the City reserves the right to take any banner or decoration down to avoid cable damage.
7. Indemnification. Advertiser agrees to defend, indemnify and hold the City harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the lease of space and display of any banner.
8. Merger. The parties agree that this writing constitutes the entire agreement between them and that there are no other oral or collateral agreements or understandings of any kind or character except those contained herein. No modification or amendments to this Agreement shall be valid, unless evidenced by a writing signed by the parties hereto.
9. Choice of Law and Venue. The parties' rights and obligations under this Agreement shall be governed by, and construed in accordance with the law of the State of South Dakota. Any dispute concerning this Agreement shall be litigated and venued in the Circuit Court of the Seventh Circuit for the State of South Dakota, located in Rapid City, Pennington County, South Dakota.
10. Enforcement. The City may undertake any legal or equitable action available to enforce the provisions of this Agreement in addition to any remedy provided herein. In the Event the City is required to undertake any action to enforce the terms of this Agreement, Advertiser agrees the City may recover from Advertiser its reasonable expenses, including attorney's fees incurred with respect to such action.
11. Assignment and Transfers. Advertiser may not resell, assign, or transfer any of its rights hereunder. Any attempt by Advertiser to resell, assign or transfer such rights shall result in immediate and automatic termination of this Agreement, without liability to the City.
12. Invalid Sections. If any section(s), or provisions(s) of this Agreement is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other section(s) or provision(s) of this Agreement if it can be given effect without the invalid section(s) or provision(s). Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF RAPID CITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

ADVERTISER:

South Dakota School of Mines

By: [Signature]

Its: Marketing Manager

STATE OF SOUTH DAKOTA )  
 )

SS.COUNTY OF PENNINGTON )

On this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed within instrument and acknowledged that he or she executed the same for the purposes therein contained and that they had the authority to do so in the name of the City of Rapid City, as its \_\_\_\_\_.

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

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

My Commission Expires:

(SEAL)

STATE OF SOUTH DAKOTA )  
SS.COUNTY OF PENNINGTON )

On this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed within instrument and acknowledged that he or she executed the same for the purposes therein contained and that they had the authority to do so in the name of \_\_\_\_\_, as its \_\_\_\_\_.

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

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

My Commission Expires:

(SEAL)

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