

**LEASE AGREEMENT WITH
RAPID CITY GIRLS JUNIOR OLYMPIC
AMATEUR SOFTBALL ASSOCIATION
HAMMERQUIST FIELD**

For and in consideration of the mutual promises and agreements contained herein, the City of Rapid City, a municipal corporation of the State of South Dakota, hereinafter called the “City”, agrees to lease to Babe Ruth Baseball League, organized under the laws of the State of South Dakota, hereinafter referred to as the “League”, specified areas, hereinafter more particularly described, subject to the following terms and conditions:

1. Consideration. The City hereby leases to the League the following described properties for the sum of One Dollar (\$1.00) and other good and valuable consideration, including but not limited to, maintenance, construction of facilities, and responsibility for all electrical bills. Said sum is payable to the City of Rapid City at the time of execution of this lease. The officers of the League agree that they will not permit any use of the leased facilities until such time as full compliance with all the provisions of this lease have been met.

2. Premises. The premises leased by this agreement are described as follows:

HAMMERQUIST FIELD:

That portion of Robbinsdale Park in the City of Rapid City, Pennington County, South Dakota, more generally described as the ballfield in the southwestern most portion of Robbinsdale Park adjacent to Fairmont Boulevard right of way, more generally called the Hammerquist Field, designated as Exhibit “A”, attached hereto.

3. Surrender of Premises. The League agrees to surrender the premises in the event it is necessary for the expansion or utilization of public park facilities, and further agrees to abandon the premises in the event the demand is made by the United States Government. The

League further agrees to abandon the premises whenever ordered to by a court of law or whenever the City is ordered to terminate said lease by an order of a court of law.

4. Term. The term of this lease is from January 1, 2001, to December 31, 2002.

This lease may be terminated by either party giving notice of its intent to terminate said lease on or before October 15 of any year, which termination will be effective as of the January 1 immediately following unless otherwise stated.

5. Use. The League shall have use of the facilities during the lease period, subject to the terms of this lease, for the purpose of practicing or playing baseball. The League agrees that the City may use the facilities when the same is not required for use by the League, and such use by the City shall not be inconsistent with the normal usage of said facilities.

6. Use by Others. The League will not allow other persons or organizations to use the facilities, except upon obtaining the written consent of the Public Works Director or his designee.

7. Maintenance. The League agrees to maintain said facilities under the supervision of the Public Works Director or his designee. The League agrees to repair or replace any property damaged willfully or by the League's members or invitees which occurs while the premises are in use by the League. The League agrees to be responsible for policing the facility and on a regular basis 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 facility by itself or any spectators in attendance at such facilities. The League agrees to provide its own trash receptacles for use at the facilities. The League agrees to be responsible for the preparation of the playing fields, including but not limited to raking the infield and chalking the infield lines prior to each scheduled game day. The League also agrees to place all collected trash, debris,

and waste in a designated location for removal by the City. The League further agrees to keep clean and maintain the concession and restroom facilities on a regular basis. The City, at its own expense, agrees to provide 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.

8. Mowing. The League shall mow all areas designated in Exhibit “A” on a weekly or as needed basis, and shall provide for the maintenance of such areas including fertilizing, aerating, and watering. Maintenance responsibilities are defined and described on Exhibit “B”, attached hereto.

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 Public Works Director or his designee. Any permanent improvements or fixtures constructed by the League in the leased area shall be considered the property of the City.

10. Expenses. The League agrees to pay its own administration expenses of the baseball league, including but not limited to, umpire fees, balls, lights, and electricity, ground crew, office supplies, miscellaneous equipment, and secretarial fees. The League agrees that the electric utilities will be metered in the name and billed directly to the League and that all expenses incurred by it shall be paid within thirty (30) days of due date.

11. Public Accounting. The League agrees to make a public accounting of its financial transactions within sixty (60) days after the close of its operating year. Such accounting shall be in the form of a report of income and expense and balance sheet of its assets and liabilities, which report shall be available for public inspection at the City Finance Office.

12. Termination. If the League shall dissolve or abandon the use of the facilities for one (1) baseball season or fail to meet its consideration requirements as set forth in Section 1 of this lease without approval from the City, this lease shall be terminated and the League shall have no further rights to use the facilities. If the League 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. The League agrees that the City shall be held harmless from any and all liability arising from any operation or use under this lease of the described premises by the League or its agents or employees or any other person using the premises. The League agrees to purchase and maintain bodily injury and property damage insurance for each occurrence of injury or damage in the minimum amount of One Million Dollars (\$1,000,000.00) with participant's injury liability of at least Five Hundred Thousand Dollars (\$500,000.00). The City shall be named an additional insured in said policy or policies and the League shall furnish to the City evidence of insurance by a certificate of insurance of required coverage.

14. Assignment and Subletting. This lease shall not be assigned nor the premises sublet by the League except upon written consent and approval of the Public Works Director or his designee.

15. Concession and Advertising. The League shall have the right to operate concessions for the sale of beverages, food, programs, and other items usually sold in the public parks. The League 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 the League. The League also agrees to be responsible for cleaning and maintaining the concession area.

16. Parking. The League agrees that it will permit no vehicular parking within the leased areas except in those areas as may be designated for parking by the Public Works Director or his designee.

17. City Authority. All matters pertaining to the League as contained within and 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 or Officers. The League agrees to notify the Public Works Director and the City Finance Officer of any changes in the officers of the League, the address of business correspondence, within thirty (30) days after said change. Attached to and incorporated by reference into the terms of this lease as Exhibit "C" are the names and addresses of the current officers of the League.

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

20. This lease does not create any employee/employer relationship between the City of Rapid City and the Black Hills Pony League, Inc.'s agents or employees.

21. It is specifically understood and agreed that this lease contains and sets forth all understandings and agreements between the parties as to the Hammerquist Field, and that it supercedes all previous agreements and representations whether written or verbal.

Dated this ____ day of _____, 200__.

CITY OF RAPID CITY

By: _____
Jim Shaw, Mayor

ATTEST:

Finance Officer

(SEAL)

RAPID CITY GIRLS JUNIOR OLYMPIC
AMATEUR SOFTBALL ASSOCIATION

By: _____
President

State of South Dakota)
 SS.
County of Pennington)

On this the ____ day of _____, 200__, 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, 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, South Dakota

My Commission Expires:

(SEAL)

State of South Dakota)
 SS.
County of Pennington)

On this the ____ day of _____, 1999, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the President of Rapid City Girls Junior Olympic Amateur Softball Association, a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Notary Public, South Dakota

My Commission Expires:

(SEAL)