

**TRAILER MOUNTED HYDRAULIC MOBILE BLEACHER  
SYSTEM APPLICATION AND AGREEMENT**

**APPLICATION FEES ARE NON-REFUNDABLE**

The City of Rapid City has available eight 234 seat capacity mobile bleacher units for lease within city limits to governmental entities and non-profit organizations. The City will transport, setup, and takedown the leased units. Priority will be given first to the City of Rapid City, next to the Rapid City School District, and then will be on a first come first serve basis based on the date the application is received by the City. The City must receive the application, agreement, certificate of insurance, deposit and payment at least 30 days prior to the event, but not more than 365 days prior to the event.

The area in which the bleacher units will be setup must be smooth and level and the ground must be dense enough to support the 9400 pound units. An open area approximately 22 feet deep and longer than the 39 foot bleacher units must be available to allow for pedestrian traffic. Additionally, approximately 15 feet of open area is needed to the side of the trailer, and at least 16 feet of overhead clearance is needed. Also, the area above the bleachers must be free from electric power lines or other obstructions that might cause a problem or be hazardous. The City reserves the right to decline an application due to the site not meeting the above-described conditions or due to any other reason that makes the transport, setup, use, or takedown unsafe including but not limited to weather conditions.

A \$150.00 setup/takedown fee per unit will apply. A \$50.00 extended use fee will apply per unit per day for use over five days. In the event that special permission is granted by the Rapid City Common Council for use of the bleachers outside the city limits, an additional fee (non-refundable) based per mile will apply. Additionally, a \$500.00 cash or money order damage deposit per unit must be received by the City before delivery of the bleachers. The above-described fees and deposit are not applicable to the City of Rapid City or the Rapid City School District.

**APPLICATION**

Date: 5-8-12

Name of governmental entity or non-profit organization:

Philip Chamber of Commerce

Address: \_\_\_\_\_

Phone Number: 859-2525

Contact person: Matt Reedy

Please describe the event:

Rodeo

\_\_\_\_\_

\_\_\_\_\_

Please describe the area the unit(s) will be setup: Around the Arcans

\_\_\_\_\_

\_\_\_\_\_

Date and time of event: 6-15-12

Number of unit(s) being requested: 5

Certification of Insurance provided: \$2,000,000 Combined Single Limit Per Occurrence and \$2,000,000 General Aggregate

Units will be provided by the -Parks Department; -Civic Center

Release of Deposit was authorized by -Parks Department; -Civic Center on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Initial \_\_\_\_\_

**AGREEMENT**

This lease of 5 bleacher unit(s), made this 14 day of June, by and between the City of Rapid City, hereinafter referred to as "Lessor," and Philip Chamberlaine, hereinafter referred to as "Lessee,"

Witnesseth:

1. That Lessor hereby leases to Lessee, and Lessee leases from Lessor, subject to the terms and conditions herein set forth, the following, hereinafter referred to as the "Property": 5 bleacher units.

2. Lessee hereby acknowledges delivery and acceptance of the aforesaid Property upon the terms and conditions of this lease.

3. The term of this lease is 5 days, beginning June 14 and ending June 18 2012

4. In consideration of said lease, Lessee covenants and agrees as follows:

(a) To pay to Lessor for the setup/takedown of said Property, Seven Hundred Fifty dollars (\$ 750 ). {\$150 per unit}

(b) To pay to Lessor for the damage deposit of said Property, Two Thousand Five Hundred dollars (\$ 2500 ). {\$500 per unit - cash or money order only}

(c) To pay to Lessor for the extended use of said Property, \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ). {\$50 per day per unit}

(d) To safely keep and carefully use the Property and not sell or attempt to sell, remove or attempt to remove, the same or any part thereof.

(e) Lessee shall, during the term of this lease and until return of the Property to Lessor, abide by and conform to, and cause others to abide by and conform to, all laws and

governmental rules and regulations, including any future amendments thereto, controlling or in any manner affecting operation, use or occupancy of said Property.

(f) Lessee accepts the Property in its present condition, and during the term of this lease and until return of the Property to Lessor the Lessee shall maintain it in its present condition, excluding reasonable wear and tear, and shall be responsible to pay for any needed repair to said Property caused by operation or use by Lessee or by others during the term of this lease and until return of the Property to Lessor.

(g) Lessee shall be responsible and liable for, and indemnify, defend, and hold Lessor free and harmless from any claim or claims of any kind whatsoever for or from, and promptly pay any judgment for, any and all liability for, bodily injury, death or property damage, or any of them, which arise or in any manner are occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to, said Property, during the term of this lease or until return of the Property to Lessor.

(h) Lessee will provide a certificate of insurance for Commercial General Liability insurance for the entire term of the Lease. The limit of liability must be in the amount of Lessee's Commercial General Liability coverage carried, but in no event, will be less than \$2,000,000 Combined Single Limit Per Occurrence and \$2,000,000 General Aggregate. Lessee shall name the City of Rapid City as an additional insured and provide an acceptable certificate of insurance to the City of Rapid City prior to taking possession of the Property. The certificate must show the following wording in the "Description of Operations" section of the Certificate of Insurance: "For Lease of Trailer Mounted Hydraulic Mobile Bleachers". The City's failure to obtain from Lessee a Certificate of Insurance conforming to the foregoing requirements shall not be deemed a waiver of any of the foregoing requirements.

(i) Lessee shall return, at the expiration of the term herein granted, the whole of said Property to the Lessor in as good condition as the same is, reasonable wear and tear excepted.

(j) It is mutually agreed that in case Lessee shall violate any of the aforesaid covenants, terms and conditions Lessor may at its option without notice terminate this lease and take possession of said Property wherever found.

5. The parties hereby agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this agreement shall be brought only in the Circuit Court of the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

6. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any portion of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

7. This Agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings, whether oral or written. This Agreement may only be amended by a written document duly executed by all parties.

CITY OF RAPID CITY

\_\_\_\_\_  
Mayor

ATTEST:

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

(SEAL)

*Philip Chamber of Commerce*  
\_\_\_\_\_  
Lessee

BY: *Mark [unclear]* TREASURER

ITS: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

PW052912-22

DATE (MM/DD/YYYY)  
05/11/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First National Agency PO Box 910 Philip SD 57567	CONTACT NAME: Joseph Gittings	FAX (A/C, No): 605-859-2238	
	PHONE (A/C, No, Ext): 605-859-2511	E-MAIL ADDRESS: joe@fnbphilip.com	
INSURED Philip Area Chamber of Commerce PO Box 378 Philip SD 57567	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Capitol Specialty Insurance Corp		
	INSURER B :		
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CS01383976	06/14/2011	06/14/2012	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	\$
							AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
  
For lease of Trailer Mounted Hydraulic Mobile Bleachers

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

City of Rapid City

300 Sixth Street  
Rapid City, SD 57701

PW052912-22  
NO. 511998

DATE: MAY 17, 2012

Received of PHILIP CHAMBER OF COMMERCE

For BLEACHER DEPOSIT  
JUNE 14-18, 2012

Check Number 1169 \$ 2500.00

MEMO: L&T

BY: SMM

City of Rapid City

300 Sixth Street  
Rapid City, SD 57701

NO. 511997

DATE: MAY 17, 2012

Received of PHILIP CHAMBER OF COMMERCE

For BLEACHER RENTAL  
JUNE 14-18, 2012

Check Number 1169 \$ 750.00

MEMO: L&T

BY: SMM

PHILIP CHAMBER OF COMMERCE  
ACTIVITY ACCOUNT  
PHILIP SD 57567

1169  
78-436/914

5-15 2012

Pay To The Order Of City of Rapid City \$ 3250.00

Three thousand two hundred fifty and 00/100 Dollars

FIRST NATIONAL BANK  
P.O. BOX 910  
PHILIP, SOUTH DAKOTA 57567

MEMO: Bleacher Deposit

Mark Reddy

⑆091404369⑆ 4004426⑈ 1169