

AGREEMENT

AGREEMENT MADE THIS _____ day of _____, 2004, by and between Rapid City Racers Swim Club, Inc., hereinafter referred to as "Racers", and the City of Rapid City, hereinafter referred to as "City".

FOR AND IN CONSIDERATION of the mutual benefits to accrue from the performance of the covenants herein contained the parties hereby agree as follows:

1. Purpose. The purpose of this agreement is to set forth the terms and conditions whereby the Racers contract to organize, supervise, and conduct a competitive swim team program at the Rapid City Swim Center.

2. Racer Obligations. The Racers shall provide a qualified coach/ supervisor and will organize, supervise, and conduct the Rapid City Racers Swim Program at the Swim Center outlined herein. The program is scheduled to consist of practice sessions between 5:30 a.m. to 7:00 a.m. M-F, 4:00 p.m. to 7:00 p.m. M-Th and Saturdays from 8:00 a.m. to 10:00 a.m. Practices will start September 13, 2004 and conclude June 30, 2005. Racers will use up to four (4) lanes in the morning and up to six (6) lanes for afternoon and Saturdays. The City of Rapid City reserves the right that when needed, can reduce the number of lanes used by the Racers. If City reduces lane usage, City will deduct \$4.00 per lane per day from monthly payment.

All Racer swim club members will be required to purchase an annual swim pass. *Those Racers that already have an annual pass will **not** be required to purchase another, and those passes already purchased will count toward the 75 annual pass requirement..* The Rapid City Racers organization **will guarantee** that seventy-five (75) annual passes will be purchased on or before the last day of October 2004. If not the Racers will pay in the form of one lump sum the amount equal to that of the passes not purchased. (A family with multiple Racers can purchase an annual family pass. Each person within the family pass structure that is a member of the Racer Organization will count as one single pass holder for purposes of filling the seventy-five guaranteed passes.) *Note: All High School racers swimming with the club but not club members will need to purchase a quarterly pass. These passes will not be included in the 75 guaranteed passes the club will purchase.*

The Racer organization will pay the Rapid City Swim Center \$250.00 for the month of September for use of the lap lanes and \$500.00 per month for all months thereafter through June of 2005. This payment shall be received by the Rapid City Swim Center on or before the 10th of each month.

The Racers shall also have full use of all Rapid City Swim Center (excluding concession stand) facilities to host three competitive swim meets. One meet to be held in October (**date to be determined**), **January 8th & 9th, 2005** and the State Swim meet to be **held March 4, 5, & 6, 2005**. Racers may operate concession facilities during these meets, but the Parks and Recreation Director, or his designee, shall have discretion to prevent the sale of any or all concession items in conflict with items sold by City concession facilities. The Racers will pay the Rapid City Swim Center a fee of \$3.00 per participant for each of the scheduled meets. The Racers shall assign a Meet Director

responsible for all aspects of the meets including setup, cleanup, and safety. Guidelines for each of these will be provided by the Aquatics Manager.

The Racers shall be responsible for all promotion, registration, record keeping, recruiting of staff, supervision of staff and programming. The Racers agree to leave the premises each day in as good condition as found.

The Racers may not on the grounds of race, color, sex, creed, religion, ancestry, national origin or disability discriminate nor permit discrimination against any person or group of persons in the use of the Rapid City Swim Center for swimming competition in any manner prohibited by local, state or federal laws. The Racers further agree to comply with the requirements made to enforce the foregoing which may be required of or by the City.

The Racers will be liable for any and all damage done to any part of the City's property caused by the program while the Racers are on the premises.

3. City Obligations. The City will provide access to Rapid City Swim Center during the program schedule stated above. The City will provide maintenance to ensure the pools are available to the Racers by 5:30 a.m. each day during the program period.

4. Insurance. The Racers agree to hold the City harmless from any and all liability arising from any operation under this Agreement and to purchase and maintain at its sole expense bodily injury and property damage insurance for each occurrence of injury or damage in the minimum amount of One Million Dollars (\$1,000,000) single limit for bodily injury or property damage. The City shall be named an additional insured in said policy or policies and the Racers shall furnish, before the program begins, to the City evidence of insurance by a certificate of insurance of required coverage.

5. Term. The term of this agreement shall be for a period of one (1) year provided that the Racers shall have the option to renew this agreement on a yearly basis upon written request to the City Recreation Director.

6. Assignment. This agreement shall not be assigned nor any rights thereunder assigned or sublet by the Racers without a written consent of the City.

7. Termination. If either party shall fail to perform any of the obligations established by this agreement, the agreement may be terminated by the other party upon thirty (30) days' notice in writing thereof.

DATED this _____ day of _____, 2004.

CITY OF RAPID CITY

ATTEST:

Mayor

Finance Officer
(SEAL)

INC.

RAPID CITY RACERS SWIM CLUB,

Lynne Laird, Secretary

Craig Pfeifle, President

State of South Dakota)

) SS.

County of Pennington)

On this the _____ of _____, 2004 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 _____ day of _____, 2004, before me, the undersigned officer, personally appeared Lynne Laird, who acknowledged herself to be the Secretary of the Rapid City Racers Swim Club, Inc., a corporation, and that she as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Rapid City Racers Swim Club, Inc. by herself as Secretary.

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 _____ day of _____, 2004, before me, the undersigned officer, personally appeared Craig Pfeifle, who acknowledged himself to be the President of the Rapid City Racers Swim Club, Inc., 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 Rapid City Racers Swim Club, Inc. by himself as President.

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

Notary Public, South Dakota

My Commission Expires:

(SEAL)