

AGREEMENT

AGREEMENT MADE THIS _____ day of _____, 200_, 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. Racers Obligations. The Racers shall provide a qualified coach (es) and will organize, supervise, and conduct the Rapid City Racers Swim Program at the Swim Center out line herein. The program is scheduled to consist of practice sessions starting September 12, 2005 and conclude June 30, 2006. The allotted lane and time are as follows:

a. 5:15 – 6:45 am	Monday, Tuesday, Thursday, Friday	3 lanes
b. 8:00 – 10:00 am	Saturday	5 lanes
c. 4:00 – 5:00 pm	Monday thru Friday	5 lanes
d. 5:00 – 6:00 pm	Monday thru Friday	5 lanes
e. 6:00 – 7:00 pm	Monday thru Friday	3 lanes

The City reserves the right, when needed, can reduce the number of lanes used by the Racers. If City reduces lane usage, City will deduct **\$2.00 per lane hour from the monthly payment.**

All Racers members practicing at the Swim Center will be required to purchase an annual swim pass. The Racers organization will guarantee that **Sixty (60)** annual passes will be purchased on or before the **15th of November, 2005**. Those Racers that already have an annual pass will not be required to purchase another, and those passes already purchased will count towards the **60** annual pass requirement. 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 swimmer practicing within the family pass structure that is a member of the Racers organization will count as on single pass holder for the purpose of filling the **sixty** guaranteed passes.)

The Racers organization will pay the Rapid City Swim Center **\$430.00** per month for the lap lane usage. This payment shall be received by the Swim Center on or before the 10th of each month.

The Racers shall have full use of all Rapid City Swim Center facilities to host **two** competitive swim meets. One meet to be held in Oct 2005 (**one day meet, date TBD**) and the second meet on January **7-8, 2006**. The Racers may operate a concession facilities, utilizing the Swim Center facilities during these meets, but the Parks and Recreation Director, or his designee, shall have the discretion to prevent the sale of any or all concession items in conflict with the Swim Center policies. **The Racer will compensate the City 10% of the gross sales during these meets. The Racers will also pay the Swim**

Center a fee of \$4.00 per participant for each of the scheduled meets. The Racers shall assign a Meet Director responsible for all aspect of the meets including setup, cleanup and safety. Guidelines for each of these will be coordinated with the Aquatics Division Manager at least a month prior to each scheduled meet.

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 damages done to any part of the city's property and equipment caused by the program while the Racers are on the premises.

3. City Obligations. The City will provide access to the Rapid City Swim Center during the program schedule stated above. The City will provide maintenance to ensure the pool is available to the Racers by 5:15 am 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 (\$1,000,000.00) 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. Assignment. This agreement shall not be assigned nor any right hereunder assigned or sublet by the Racers without written consent of the City.
6. 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) day notice in writing thereof.

Dated this _____ day of _____, 2005

CITY OF RAPID CITY

ATTEST:

MAYOR

Finance Officer
(SEAL)

RAPID CITY RACERS SWIM CLUB, INC.

Jan Blumenthal, Secretary

Mike McCauley, President

Sate of South Dakota)
) SS.
County of Pennington)

On this the _____ of _____, 2005 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 purpose 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)

Sate of South Dakota)
) SS.
County of Pennington)

On this _____ day of _____, 2005 before me, the undersigned officer, personally appeared Jan Blumenthal, 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 purpose 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)

Sate of South Dakota)
) SS.
County of Pennington)

ON this _____ day of _____, 2005 before me, the undersigned officer, personally appeared Mike McCauley, who acknowledged herself to be the President of the Rapid City Racers Swim Club, Inc., a corporation, and that she as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the Rapid City Racers Swim Club, Inc., by herself as President.

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

Notary Public, South Dakota

My Commission Expires:

(SEAL)