

PREPARED BY: City Attorney's Office
300 Sixth Street
Rapid City, SD 57701
(605) 394-4140

FIRE PROTECTION SYSTEM AGREEMENT

This Fire Protection System Agreement (hereinafter "Agreement") is entered into by and between _____ (hereinafter "Owners"), of _____, Rapid City, SD 577____, and the **CITY OF RAPID CITY**, a South Dakota municipal corporation (hereinafter "City"), of 300 Sixth Street, Rapid City, SD 57701.

Owner hereby acknowledges that it owns the property legally described as:

(legal description)

commonly known as _____, Rapid City, South Dakota

WHEREAS, Owners currently contemplate using the above-described premises for the following use: _____; and

WHEREAS, it is agreed by both parties that the International Fire Code, as adopted, amended and codified in the Rapid City Municipal Code, requires the property have _____; and

WHEREAS, the Fire Official would not support approval of the above use unless Owners enter into an agreement with the City that ensures that the property will have _____; and

WHEREAS, Owners acknowledge that the City's allowing the above use would benefit Owners; and

WHEREAS, Owners and the City wish to enter into this Agreement whereby Owners, or their successor in interest, agree to have _____ installed by a qualified fire protection contractor by _____, in exchange for receiving support of the Fire Code Official for the approval of the above use.

RCFD _____

Owners _____

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed by the parties as follows:

1. Installation of Systems. Owners hereby covenant and agree that they will have _____ (hereinafter “system” or “the system”) installed by a qualified fire protection contractor, and such system shall be operational no later _____.

2. Maintenance. Owners covenant and agree to maintain in good repair the system and related improvements on the property.

3. Inspection. Owners covenant and agree to arrange for the above-described property to be inspected each year following the installation of the system by a qualified fire protection system inspector. Owners further covenant and agree that they shall make the property available upon request to the Rapid City Fire Code Official or his designee for inspection according to the requirements of the International Fire Code as adopted by the City.

4. Sale or Transfer. Owners covenant and agree that should the above-described property be sold, transferred, conveyed or subdivided, installation of the system shall be a condition of such sale, transfer conveyance or subdivision.

5. Default. If Owners fails to abide by the terms of this Agreement, the City shall have the right, in addition to any other legal or equitable rights it may possess, to enjoin the use of the above-described property until such time as Owners cure the default.

6. Covenants Run with the Land. All of the terms and conditions herein set forth are covenants made for the direct benefit of the property that shall run with the land and as such shall extend to, and be binding upon, the heirs, personal representatives, assigns, or successors in interest of Owners. Furthermore, it is agreed that, in accepting title to the above-described property any grantee, heir, assign, or successor in interest to the undersigned expressly agrees to be bound by the terms of this Agreement.

7. Notices. All notices given hereunder shall be made by hand delivery or certified mail, return receipt requested, to the parties at the following addresses:

RCFD _____

Owners _____

Rapid City Fire Code Official _____
10 Main Street _____
Rapid City, SD 57701 _____

- 8. Time of the Essence. Time is of the essence of this Agreement.
- 9. Amendments. This Agreement may only be amended by a written document duly executed by all parties.
- 10. Waivers. The failure by one party to require performance of any provision herein shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 11. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings, whether oral or written.
- 12. Counterparts. This Agreement may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one Agreement.
- 13. Severability. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
- 14. Headings. The headings and numbering of the different paragraphs of this Agreement are inserted for convenience only and are not to control or affect the meaning, construction or effect of each provision.
- 15. Construction and Venue. This Agreement shall be interpreted under the laws of the State of South Dakota. Any litigation under this Agreement shall be resolved in the Circuit Court of Pennington County, State of South Dakota.

RCFD _____

Owners _____

DATED this _____ day of _____, 20__.

OWNER

OWNER

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 to the within instrument and acknowledged that he executed the same
for the purposes therein contained.

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

(seal) _____
Notary Public - South Dakota
My Commission Expires _____

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 to the within instrument and acknowledged that she executed the same
for the purposes therein contained.

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

(seal) _____
Notary Public - South Dakota
My Commission Expires _____

RCFD _____
Owners _____

DATED this _____ day of _____, 20__.

CITY OF RAPID CITY

By _____
Fire Code Official

State of South Dakota)
) ss.
County of Pennington)

On this the ____ day of _____, 20__ before me, the undersigned officer, personally appeared **Assistant Fire Chief Tim Behlings**, who acknowledged himself to be the Fire Code Official of the City of Rapid City, a municipal corporation, and that he as such Fire Code Official, 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 himself as Fire Code Official.

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

(seal)

Notary Public - South Dakota
My Commission Expires _____

RCFD _____

Owners _____