

**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 based per mile will apply. Additionally, a \$500.00 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: 4-24-12

Name of governmental entity or non-profit organization:

Tucker Day Rodeo

Address: 23818 Hwy 385 Rapid City SD 57702

Phone Number: 574-4560 391-1999

Contact person: Rich Jensen

Please describe the event:

Rodeo for Special Needs Children

Please describe the area the unit(s) will be setup: Level Pasture at Hwy 16 + 385 (Approximately 21 miles from Rapid City) at the Double Diamond Ranch

Date and time of event: 8-12-12 8:00 Am - 4 pm

Number of unit(s) being requested: 1

Certification of Insurance provided: \$2,000,000 Combined Single Limit Per Occurrence and \$2,000,000 General Aggregate *\* Attached insurance of business hauling bleachers.*

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 1 bleacher unit(s), made this 7 day of May, 2012, by and between the City of Rapid City, hereinafter referred to as "Lessor," and TUCKER Day Radio, 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": 1 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 4 days, beginning Pick up 8-10-12 and ending Return 8-13-12

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

(a) To pay to Lessor for the setup/takedown of said Property, One hundred fifty dollars (\$ 150 ). {\$150 per unit}

(b) To pay to Lessor for the damage deposit of said Property, \$500 Five Hundred dollars (\$ 500 ). {\$500 per unit}

(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)

*Sharon Jensen*, Secretary, Tucker Day Rodew  
*Rich Jensen*, Director, Tucker Day Rodew

\_\_\_\_\_  
Lessee

BY: \_\_\_\_\_

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/27/2012

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).

<b>PRODUCER</b> Black Hills Insurance Agency, Inc. 820 St. Joseph PO Box 3330 Rapid City SD 57709	<b>CONTACT NAME:</b> Jane Johnson <b>PHONE (A/C No. Ext):</b> (605) 342-5555 <b>FAX (A/C No.):</b> (605) 342-7901 <b>E-MAIL ADDRESS:</b> janejohnson@bhagency.org													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A <b>Midwest Family Mutual Ins</b></td> <td>23574</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A <b>Midwest Family Mutual Ins</b>	23574	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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<b>INSURED</b> J&J Asphalt Company PO Box 7105 Rapid City SD 57709														

**COVERAGES**

CERTIFICATE NUMBER: CL1232306115

REVISION NUMBER:

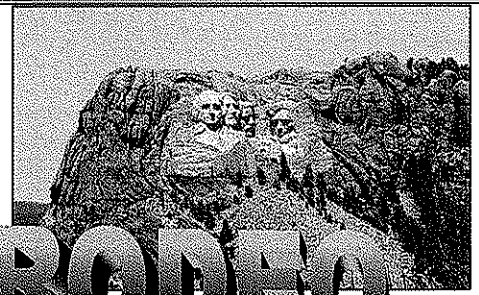
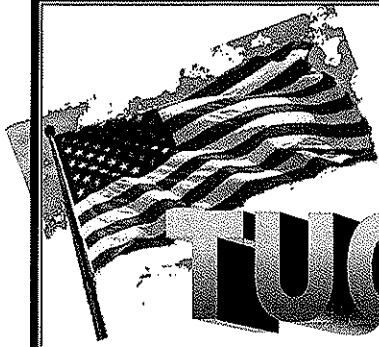
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ACSD0560039222	3/18/2012	3/18/2013	EACH OCCURRENCE \$ 1,000,000 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
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CASD0560039223	3/18/2012	3/18/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 2,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUSD0560039225	3/18/2012	3/18/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCSD0560039224	3/18/2012	3/18/2013	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Parks and Recreation Dept. LeAnn Jenson 23818 Hwy 385 Rapid City, SD 57702	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  Daniel Maguire/JANE



# TUCKER DAY RODEO

*A Special Day for all  
Special Needs Children*

This event is designed for the entertainment and enjoyment for special needs children and youth. All special needs children and their families are welcome to participate. **Entry and all events are free. This is a non-profit event for Special Needs Children.**

**SUNDAY, AUGUST 12, 2012**

**9:00 a.m. – Registration and Pre-activities**

**11:00 – 3:00 – TUCKER DAY RODEO**

Participants will have an opportunity to horseback through a course in the arena at the Double Diamond Ranch. The horses with an attendant (if needed) will be provided by the SunCatcher Therapeutic Riding Academy. Those participants that wish to bring their own horses are welcome to. There will be other fun games going on during the day with clowns, gold panning, stick horse races, balloons, cowboy music and a free Chuckwagon BBQ. Water and sodas will also be provided. This event is designed so that all children will be winners with awards for all participants.

**11:00 – 3:00 Spectators - come enjoy the Rodeo, BBQ, Children's Games, Music and more.**

Those wishing to ride the SunCatcher horses during the event will need to be pre-registered. The SunCatcher organization would like for you to do this early so they can match your child with an appropriate horse. Their contact **phone number is 605-673-2935.**

If you are riding your own horse or wish to contribute please call the **Double Diamond Ranch at 605-391-1999 or 605-574-4560.**

**Location:** Double Diamond Ranch in the Central Black Hills of South Dakota, just four miles north of Hill City at the junction of Hwy 16 and 385. ***Parking and access to Rodeo and Events - Please enter off Hwy 16 on Placer Place (next to Mountain View Lodge and across from the Dairy Twist).***



Tucker and mom, LouAnn

**\*You are welcome to bring lawn chairs\***



Tucker and  
Smokey The Bear

City of Rapid City

NO. 511912

300 Sixth Street  
Rapid City, SD 57701

DATE: MAY 9, 2012

Received of TUCKER DAY RODEO

For BLEACHER RENTAL  
TUCKER DAY RODEO

Check Number 5046 \$ 150.00

MEMO: RENTAL FEE BY: SMM  
\$150 8/10/12-8/13/12

L+T

TUCKER DAY RODEO 93-168/929 5046  
 PH. 605-391-1999  
 23818 HWY. 385  
 RAPID CITY, SD 57702  
 DATE 5-7-12  
 PAY TO City of Rapid City \$ 150.<sup>00</sup>  
 THE ORDER OF One hundred fifty dollars & 00/100 DOLLARS  
 First Interstate Bank  
 888-752-3336  
 www.firstinterstatebank.com  
 MEMO Bleacher rental  
 :09290168317320000180 5046

City of Rapid City

NO. 511913

300 Sixth Street  
Rapid City, SD 57701

DATE: MAY 9, 2012

Received of TUCKER DAY RODEO

For BLEACHER DEPOSIT  
TUCKER DAY RODEO

Check Number 5045 \$ 500.00

MEMO: DAMAGE DEPOSIT BY: SMM

L+T

TUCKER DAY RODEO 93-168/929 5045  
 PH. 605-391-1999  
 23818 HWY. 385  
 RAPID CITY, SD 57702  
 DATE 5-7-12  
 PAY TO City of Rapid City \$ 500.<sup>00</sup>  
 THE ORDER OF Five hundred dollars & 00/100 DOLLARS  
 First Interstate Bank  
 888-752-3336  
 www.firstinterstatebank.com  
 MEMO Deposit for bleachers  
 :09290168317320000180 5045