

LOAN NUMBER:	<u>#2025-001</u>
DUE DATE:	<u>12/31/2030</u>
RENEWED UNTIL:	_____
RETURNED:	YES/NO

**LOAN AGREEMENT FOR USE OF CITY OF DEADWOOD PROPERTY**

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_, 2025, by and between the City of Deadwood, herein after referred to as “DEADWOOD,” and Deadwood History, Inc. located at P.O. Box 252 Deadwood, SD 57732, hereinafter referred to as “PERMITTEE”.

1. The purpose of this Agreement is to set forth the terms and conditions under which DEADWOOD grants permission and loans to PERMITTEE to use the following property owned by DEADWOOD.
  
2. A description of the property for which permission is granted is as follows listed and described on Attachment #A.
  
3. The purpose for which PERMITTEE is using the above-described premises is as follows: “**Exhibition**”
  
4. PERMITTEE agrees to handle, package, and ship or transport the objects and/or collections (and pay for same) in a manner that protects it from breakage, loss, deterioration, and contamination.
  
5. Permission for the above use at the following location (The Brothel Museum, 610 Street Deadwood, SD) is permitted from January 28, 2025 until December 31, 2030.
  
6. PERMITTEE specifically acknowledges and agrees that it shall be solely responsible for any damage to the property loaned pursuant to this Agreement. Further, PERMITTEE agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money, which DEADWOOD might have to pay to any person as a result of property damage, personal injury, or death resulting from PERMITTEE'S use of city property pursuant to this Agreement.

7. The Deadwood City Archivist shall administer and supervise use of City of Deadwood premises pursuant to this Agreement and all PERMITEES shall contact such Official with respect to all matters and questions concerning this Agreement. This Agreement is subject to approval by, and shall be effective upon approval by, the Deadwood City Commission. Any extensions of the term of this agreement must be approved by the Deadwood City Commission.
8. Within twenty-four hours of discovery, the PERMITTEE will be notify DEADWOOD of instances or circumstances surrounding any loss of damage to, or destruction of the materials and will at the direction of DEADWOOD take steps to fix the damaged materials.
9. PERMITTEE also further understands and agrees that the property shall not be repaired, restored, cleaned, or altered in any way whatsoever,
10. All loaned materials shall not leave custody of the PERMITTEE without written permission of DEADWOOD.
11. DEADWOOD will review, make suggestions, and approve the final exhibition of said objects listed and described on Attachment #A.
12. PERMITTEE agrees to provide DEADWOOD with two (2) copies of any photographs, published articles, materials, etc. generated as a result of the loan.
13. PERMITTEE agrees to acknowledge and credit DEADWOOD in any use or photographs or exhibits or publications resulting from the loan. The credit line shall read as follows: “**Courtesy of the City of Deadwood and the Deadwood Historic Preservation Commission.**”

- 14. Upon termination of this agreement, PERMITTEE agrees to properly package and transport the said property listed above back to DEADWOOD. Damage inflicted by inadequate packaging will be at the expense of the PERMITTEE.
  
- 15. Either party may terminate this agreement, effective not less than five (5) days after receipt by the other party of written notice, without further liability to either party.
  
- 16. PERMITTEE shall maintain adequate insurance against any loss of any property subject to this loan. PERMITTEE shall also maintain an insurance policy against any loss to the property loaned to PERMITTEE, naming DEADWOOD as an additional insured.
  
- 17. PERMITTEE shall provide DEADWOOD a copy of such insurance policy prior to the loan being made.

Dated this \_\_\_\_ day of \_\_\_\_, 2025.

City of Deadwood

By: \_\_\_\_\_  
David R. Ruth, Jr. Mayor

ATTEST:

\_\_\_\_\_  
Jessica McKeown  
City Finance Officer

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

DEADWOOD HISTORY, INC.

By: \_\_\_\_\_

(SIGNATURE)

\_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
(TITLE)

State of South Dakota        )  
  ) SS  
County of \_\_\_\_\_        )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned officer, personally appeared \_\_\_\_\_, \_\_\_\_\_, of Deadwood History, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

ATTACHMENT #A

ART.2012.02.1 – Hat, Tubbs, Alice. aka Poker Alice

END of LOAN 2025-001