

**Ferguson Field Complex
Use and Maintenance Agreement**

THIS AGREEMENT effective the ____ day of _____, 2023 by and between the Lead-Deadwood School District #40-1, hereinafter referred to as SCHOOL and City of Deadwood, hereinafter referred to as CITY.

WHEREAS the SCHOOL and the CITY are desirous of entering into an agreement where the SCHOOL shall contract for use of the Ferguson Field Complex owned by the CITY, now therefore, it is mutually understood by and between parties hereto as follows:

SECTION 1

The CITY agrees to rent to the SCHOOL for its use as follows; availability for Football Related activities commencing on August 1, 2023 to December 31, 2028.

SECTION 2

CITY agrees to maintain the complex in a safe and usable condition. It is agreed between the parties that in the event the complex should become unsafe, inaccessible, unusable, or inoperable, through no fault of CITY, CITY will not be in breach. If large vehicles such as trailers, trucks, busses occupy the Ferguson Field Parking Lot, CITY shall coordinate removal of the vehicles. This agreement is divisible, and consideration will be pro-rated in the event the complex should become unusable for any reason.

SECTION 3

SCHOOL agrees to indemnify and hold CITY harmless from any and all liabilities, claims, demands, actions or causes of action in any way arising out of SCHOOL'S use of Ferguson Field and its accompanying facilities.

SECTION 4

SCHOOL agrees to list CITY as an additional insured party with SCHOOL'S insurance carrier. SCHOOL also agrees to provide CITY with a certificate of said insurance showing CITY as additional insured in the amount not less than one million dollars (\$1,000,000). This certificate shall be provided to CITY before SCHOOL'S use shall commence.

SECTION 5

SCHOOL releases CITY from any supervisory obligation and agrees to be completely responsible for the safety and health of all persons using the Ferguson Field Complex under this agreement during the term set forth above. SCHOOL agrees to be fully responsible for all damages, destruction or any other loss resulting to CITY as a result of the use of the Ferguson Field Complex by SCHOOL during scheduled events hosted by SCHOOL.

SECTION 6

SCHOOL agrees the CITY can rent or use the complex for other events or public purposes throughout the year when the Ferguson Field Complex is not being used by the SCHOOL. If CITY rents or uses Ferguson Field, the CITY shall be responsible for the upkeep, maintenance, cleanup and repairs to the bleachers, lighting, bathrooms, concession stand, scoreboard or team meeting rooms and the athletic field associated with said uses.

SECTION 7

SCHOOL agrees to compensate CITY the sum of One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) per month for the months of August, September, and October for the use of the Ferguson Football Field Complex. SCHOOL agrees to pay said sum in accordance with Section I, above.

SECTION 8

SCHOOL and CITY acknowledge the following items as expenses to the CITY which are associated with the Ferguson Football Field Complex rental amount.

- Electricity (Building and Field Lights)
- General Maintenance (Painting, Concrete, as well as Restroom Cleaning and Trash Removal)
- Turf Care (Mowing, Fertilizer, Sod, Seed, Weed Spraying)
- Water and Sewer (Usage on the field and in the building)

SECTION 9

SCHOOL and City acknowledge the following items as responsibilities to each party which are associated with the Ferguson Football Field Complex.

- Concession and Locker Room Space shall be cleaned by whichever party uses the spaces.
- Snow Removal: Parking Lot Provided by the CITY, field and bleachers done by SCHOOL
- Trash: CITY provides dumpster for removal, SCHOOL cleans the grounds during its use
- Field Turf: CITY cares for the field, SCHOOL performs extra mowing and marking for its use
- Water: CITY waters turf and turns the water on and off to the building as well as performs the winterization of the facilities
- Scoreboard: Owned and maintained by SCHOOL. Prior Memorandum of Understanding in place to set terms of the scoreboard
- Property Inventory: CITY and SCHOOL shall inventory the property of all equipment and identify ownership and tag appropriately annually
- Storage Space: SCHOOL shall only store items related to the complex on the property
- Youth Football Programs: Additional local youth football programs shall seek use of the complex and schedule with the SCHOOL directly.
- Scheduled Use of the Complex: SCHOOL shall provide the CITY with an annual schedule of dates the SCHOOL intends to use the facilities as early in the calendar year as possible.

SECTION 10

This agreement constitutes the entire agreement between the parties hereto and pertaining to this matter and may not be modified or changed except by an expressed written agreement signed by both parties.

IN WITNESS WHEREOF, the said parties do hereto subscribe their names and affix their seals:

By: _____
Dave Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

LEAD-DEADWOOD SCHOOL DISTRICT 40-1

By: _____
Suzanne Rogers, School Board President

ATTEST:

Margie Rantapaa, School Business Manager