

LOAN NUMBER:	<u>#2022.003</u>
DUE DATE:	<u>08/31/2022</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 June 2022, by and between the City of Deadwood, herein after referred to as “DEADWOOD,” and the Deadwood History, Inc.150 Sherman Street, Deadwood, SD 57732 “PERMITEE.”

The purpose of this Agreement is to set forth the terms and conditions under which DEADWOOD grants permission and loans to PERMITEE to use the following property owned by DEADWOOD.

1. A description of the property for which permission is granted is as follows: **Exhibit – See Attachment #A**
2. The purpose for which PERMITEE is using the above-described premises is as follows: **“Days of 76 celebration temporary Exhibit”**
3. PERMITEE agrees to handle, package, and ship or transport the tools in a manner that protects it from breakage, loss, deterioration, and contamination.
4. Permission for the above use at the above-described location is permitted from June __, 2022 until August 31, 2022.
5. PERMITEE specifically acknowledges and agrees that it shall be solely responsible for any damage to the property loaned pursuant to this Agreement. Further, PERMITEE 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 PERMITEE'S use of city property pursuant to this Agreement.
6. DEADWOOD shall administer and supervise use of City of Deadwood property pursuant to this Agreement and all PERMITEES shall contact such City 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.

7. Within twenty-four hours of discovery, the PERMITTEE will 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.
8. PERMITTEE also further understands and agrees that the property shall not be repaired, restored, cleaned, or altered in any way whatsoever,
9. All loaned materials shall not leave custody of the PERMITTEE without written permission of DEADWOOD.
10. PERMITTEE agrees to provide DEADWOOD with two (2) copies of any photographs, published articles, materials, etc. generated as a result of the loan.
11. 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.
12. 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.
13. PERMITTEE shall maintain adequate insurance against any loss of any property subject to this loan. PERMITTEE shall also maintain a minimum insurance policy against any loss to the property loaned to PERMITTEE, naming DEADWOOD as an additional insured.
14. PERMITTEE shall provide DEADWOOD a copy of such insurance policy prior to the loan being made.

Dated this ____ day of ____, 2022

City of Deadwood

By: _____
Mayor, City of Deadwood

By: _____

(PLEASE PRINT NAME)

Deadwood History, Inc.

150 Sherman Street, Deadwood, SD 57732

Attachment #A
Loaned Items for Exhibit

- ARCH.1959.04.1-2 Days of 76 Chutes, Rodeo grounds
- ADV.XXXX.20.1 rodeo poster
- ADV.1927.01.1 brochure
- ADV.1929.01.1 brochure
- 917.83 BLACK afternoon program for August 3-4, 1927 and paper hat band
- EBAY.2017.01.1 scrapbook with 1924 Days program, blue paper admission tag, and \$10.00 play money for gambling dens

End of Loan #2022.002