

Hospital SWIMMING POOL CONTRACT

THIS AGREEMENT effective the 4th day of October, 2021, by and between the Monument Health Lead Deadwood Hospital, hereinafter referred to as **HOSPITAL** and the City of Deadwood, hereinafter referred to as **CITY**.

WHEREAS the **HOSPITAL** and the **CITY** are desirous of entering into an agreement where the **HOSPITAL** shall contract for use of the swimming pool facility owned by the **CITY**, now therefore, it is mutually understood by and between parties hereto as follows:

1. Rent. In consideration of the current applicable daily use rate per person in the water, per visit to the pool, the **CITY** agrees to rent to the **HOSPITAL** for its use as provided herein.
2. Term. Availability for therapy activities commencing on November 1, 2021, and ending on October 31, 2022.
3. Termination. Such term may be terminated by either party upon thirty (30) days written notice with or without cause.
4. Payment. **HOSPITAL** agrees to pay said sum upon arrival and before entering the pool.
5. Amendment. No amendments to this agreement are valid unless in writing and signed by both parties.
6. Condition of Pool. **CITY** agrees to maintain the pool in a safe and usable condition. It is agreed between the parties that in the event the pool should become unsafe, inaccessible, unusable, or inoperable, through no fault of **CITY**, **CITY** will not be in breach. This agreement is divisible, and consideration will be pro-rated in the event the pool should become unusable for any reason. Area to be used at any given time shall be at the discretion of **CITY** staff, depending on the needs of the pool facility, to include size of area, location of area and exclusivity of use of area.
7. Indemnity. **HOSPITAL** agrees to indemnify and hold **CITY** harmless from any and all liabilities, claims, demands, actions or causes of action in any way arising of **HOSPITAL'S** use of the pool and its accompanying facilities.
8. Insurance. **HOSPITAL** agrees to list **CITY** as an additional insured party with **HOSPITAL'S** insurance carrier. **HOSPITAL** also agrees to provide **CITY** with a certificate of said insurance showing **CITY** as additional insured. This certificate shall be provided to **CITY** before **HOSPITAL'S** use shall commence.

9. Supervision. **HOSPITAL** releases **CITY** from any supervisory obligation and agrees to be completely responsible for the safety and health of all persons using the pool facilities under this agreement during the term set forth above. **HOSPITAL** agrees to be fully responsible for all damages, destruction or any other loss resulting to **CITY** as a result of the use of the pool facilities by **HOSPITAL**.

10. Additional Compensation. **HOSPITAL** agrees to compensate **CITY** at a rate of Twenty-five and No/100ths Dollars (\$25.00) per staff hour for any additional services requested in writing by **HOSPITAL** in connection with the use of the pool facilities.

11. Assignment. The terms, conditions, and covenants contained in this agreement and any amendments hereto shall bind and inure to the benefit of **CITY** and **HOSPITAL** and their respective successors, heirs, legal representatives and assigns. No assignment of this agreement is valid unless in writing and signed by both parties.

12. Choice of Law. This agreement shall be governed by and construed under the laws of the State of South Dakota.

13. Severability. In the event that any provisions of this agreement shall be held invalid or unenforceable, no other provisions of this lease shall be affected by such holding, and all of the remaining provisions of this lease shall continue in full force and effect pursuant to the terms herein.

14. Entire Agreement. 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 express written agreement signed by both parties.

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

CITY OF DEADWOOD

By: _____
David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

**MONUMNET HEALTH LEAD-DEADWOOD
HOSPITAL**

By: _____