

**ELEMENTARY  
SWIMMING POOL CONTRACT**

**THIS AGREEMENT** effective the 25th day of March, 2024, by and between the Lead-Deadwood School District #40-1, hereinafter referred to as **SCHOOL** and the 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 swimming pool facility 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 Elementary School swimming beginning in March and ending in May of the calendar year for a period of 6 weeks. **SCHOOL** agrees to pay the sum hereinafter described in Section 7, below, on or before June 1, 2024.

**SECTION 2**

**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** shall not be held liable for any damages to School. This agreement is divisible, and consideration will be pro-rated in the event the pool 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 the pool 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. 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 pool facilities 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 pool facilities by **SCHOOL**.

**SCHOOL** further agrees to provide adequate supervision of both male and female locker rooms during swimming lessons. This supervision shall be carried out by qualified **SCHOOL** staff members or designated personnel appointed by the **SCHOOL**. The purpose of this supervision is to ensure the safety, security, and privacy of all students using the **CITY** locker room facilities.

**SECTION 6**

**CITY** agrees to furnish one (1) Certified Water Safety Instructor and two (2) Lifeguards-trained personnel for instruction during all hours the pool is designated for **SCHOOL’S** use.

**SECTION 7**

In addition to Section 1, **SCHOOL** agrees to compensate **CITY** the sum of One Thousand Five Hundred and No/100ths Dollars (\$1,500.00) for instruction of the Elementary swimming sessions for spring of 2024. **SCHOOL** agrees to pay said sum in accordance with Section 1, above.

**SECTION 8**

In addition to Section 1 and Section 7, **SCHOOL** agrees to compensate **CITY** at a rate of Sixteen Dollars and No /100ths Dollars. (\$16.00) or the current calendar City approved lifeguard rate per staff hour for any additional services or facility use beyond the 6 week contract. The extra use or services will be requested in writing by **SCHOOL**.

**SECTION 9**

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:

**CITY OF DEADWOOD**

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