

SWIMMING POOL CONTRACT

THIS AGREEMENT effective the 20th day of March, 2023, by and between the Black Hills State University, hereinafter referred to as **UNIVERSITY** and the City of Deadwood, hereinafter referred to as **CITY**.

WHEREAS the **UNIVERSITY** and the **CITY** are desirous of entering into an agreement where the **UNIVERSITY** 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 **UNIVERSITY** for its use as follows; availability for Black Hills State University (School Behavioral Sciences) swimming commencing on Friday, April 21 from 4:30 p.m. to 8:30 p.m., and Sunday, April 23, 2023 from 8:00 a.m. to noon. **UNIVERSITY** agrees to pay the sum hereinafter described in Section 7, below, on or before April 21, 2023.

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 University. This agreement is divisible, and consideration will be pro-rated in the event the pool should become unusable for any reason.

SECTION 3

UNIVERSITY and City agree that each will be solely responsible for any and all claims, actions, suits, damages or liability arising from the negligence of its officers, agents and employees in the performance of this Agreement, except to the extent that liability coverage is provided pursuant to § 3-22-1. Nothing in this Agreement will be construed as a waiver of either party's sovereign immunity or any other defenses allowed by law.

SECTION 4

UNIVERSITY, as a state entity, is provided certain statutory coverage pursuant to the SDCL chapter 3-22. SDCL chapter 3-22 provides for the public entity pool for liability, which provides general liability, professional liability and automobile liability, with a per occurrence coverage limit of \$1,000,000. .

SECTION 5

UNIVERSITY 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. **UNIVERSITY** 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 **UNIVERSITY**.

SECTION 6

CITY agrees to furnish two (2) Lifeguards-trained personnel during all hours the pool is designated for **UNIVERSITY'S** use.

SECTION 7

In addition to Section 1, **UNIVERSITY** agrees to compensate **CITY** the sum of Four Hundred and No/100ths Dollars (\$400.00) for use of the swimming pool. **UNIVERSITY** agrees to pay said sum in accordance with Section 1, above.

SECTION 8

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

BLACK HILLS STATE UNIVERSITY

By: _____