

AGREEMENT FOR USE OF PROPERTY

THIS AGREEMENT is made and entered into on this ____ day of _____, 2022, by and between Bill Pearson, herein after referred to as "PEARSON," and City of Deadwood and Deadwood History Inc., herein after referred to as "PERMITEE."

I

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

II

A description of the premises for which permission is granted is as follows:

1. se1/4 nw1/4 and remainder ne1/4 nw1/4
t-005 r-04
Section 20
William H. Pearson

III

The purpose for which PERMITEE is using the above-described premises is as follows:

1. Archaeology Camps run through PERMITEE's Historic Preservation Office.

IV

PERMITEE may not, however, build any structures on the above-described premises and any proposed improvements or changes to the above-described premises must be approved by PEARSON.

V

Permission for the above use at the above-described location is permitted for thirty-two (32) days from June 1, 2022, through July 1, 2022, inclusive.

VI

PEARSON has right of first refusal for all artifacts found during Archaeology Camps, July 2022. Artifacts may then be donated to the City of Deadwood and/or Deadwood History, Inc., decision to be made by PEARSON.

VII

PERMITEE specifically acknowledges and agrees that it shall be solely responsible for any damage to personal property located or stored in or upon PEARSON property pursuant to this Agreement and that PEARSON shall not be responsible for any damage or loss to or of PERMITEE'S property which results from any cause or reason with regard to personal property owned by PERMITEE stored or located on PEARSON property pursuant to this Agreement. Further, PERMITEE agrees to hold PEARSON harmless and indemnify PEARSON from any sums of money, which PEARSON might have to pay to any person as a result of property damage, personal injury, or death resulting from PERMITEE'S use of PEARSON property pursuant to this Agreement.

VIII

PEARSON shall administer and supervise use of PEARSON premises pursuant to this Agreement and all PERMITEES shall contact such Official with respect to all matters and questions concerning this Agreement. This Agreement is subject to approval by PEARSON and the City Commission of the City of Deadwood and shall be effective upon approval by PEARSON. Any extensions of the term of this agreement must be approved by the PEARSON.

Dated this ____ day of _____, 2022.

City of Deadwood, PERMITEE

By: _____
Kevin Kuchenbecker, Historic Preservation

By: _____
David R. Ruth, Jr., Mayor

ATTEST:

By: _____
Carolyn Weber, DHI Executive Director

Jessicca McKeown, Finance Officer

Dated this ____ day of _____, 2022.

By: _____
Bill Pearson