



## Historic Publication Fund Partnership Agreement

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This Historic Publication Fund Partnership Agreement ("Agreement") is between Karen Holzer, of 423 Hatchery Circle, Spearfish, SD, ("Partner") and The City of Deadwood Historic Preservation Office, of 108 Sherman Street, Deadwood, South Dakota 57732, ("HP") for the purpose of an interest free advance on funds to assist with upfront printing costs of books on Deadwood and/or Black Hills history.

### HP agrees to the following:

1. Submit payment of up to \$5,000.00 to Midstates Group for printing costs of the following book:
  - a. Let's Feed The Fish, Meet Me at the D.C. Booth Historic National Fish Hatchery
2. Inform Partner when payment is made.

### PARTNER agrees to the following:

1. Provide HP with an invoice from the printing company.
2. Any printing costs above the \$5,000.00 limit will be the responsibility of the PARTNER.
3. Repay the advance in the full amount within 36 months from the date the payment by HP to the printer. If after 36 months the full amount has not be paid, interest of 2% above prime rate at that date will be charged on the remaining balance of the advance.
4. Provide quarterly income and expense statements.
5. Payments shall be a minimum of 50% of the Net Sales reported on the quarterly income and expense statements.
6. Payments shall be made to the City of Deadwood, c/o Historic Publication Fund.
7. Provide Payment and Statement on the dates as follows:

Due Date	Quarter	Months
February 1 <sup>st</sup>	4 <sup>th</sup> Quarter	October - December
May 1 <sup>st</sup>	1 <sup>st</sup> Quarter	January - March
August 1 <sup>st</sup>	2 <sup>nd</sup> Quarter	April – June
November 1 <sup>st</sup>	3 <sup>rd</sup> Quarter	July – September

If the payment is not made within 15 days of the due date a \$50.00 late fee will be charged.

8. List the Deadwood Historic Preservation Commission as a supporter in the book along with any additional printed material or publicity releases and include the HP official logo as shown below.



This publication is funded, in part, by the Historic Publication Fund provided by the City of Deadwood and the Deadwood Historic Preservation Commission.

By signing this PARTNERSHIP AGREEMENT, PARTNER acknowledges PARTNER is subject to the terms of this PARTNERSHIP AGREEMENT.

PARTNER certifies all information contained in the supporting application and all information furnished in support of this PARTNERSHIP AGREEMENT is given for the purpose of obtaining financial assistance in the form of an advance as true and complete to the best of PARTNER'S knowledge and belief. PARTNER acknowledges PARTNER has read the policy guidelines for the HISTORIC PUBLICATION FUND included with and for this application and agrees to all of the terms and conditions contained in the PARTNERSHIP AGREEMENT.

\_\_\_\_\_  
PARTNER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PARTNER

\_\_\_\_\_  
DATE

STATE OF SOUTH DAKOTA ) ss.  
COUNTY OF LAWRENCE )

On this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the persons described in the foregoing instrument, and acknowledged executing the same in the capacity therein stated for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public –  
My Commission Expires \_\_\_\_\_

CITY OF DEADWOOD, HISTORIC PRESERVATION OFFICE

\_\_\_\_\_  
DEADWOOD HISTORIC PRESERVATION OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEADWOOD HISTORIC PRESERVATION COMMISSION CHAIR

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
Jessica McKeown  
Finance Officer