AGREEMENT BETWEEN THE CITY OF DEDWOOD AND DEADWOOD CHAMBER OF COMMERCE AND VISITORS' BUREAU FOR OUTLAW SQUARE

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and DEADWOOD CHAMBER OF COMMERCE AND VISITORS' BUREAU, A South Dakota non-profit corporation, with its principal place of business located at 501 Main Street, Deadwood, SD 57732, hereinafter referred to as "CHAMBER;"

WHEREAS, the parties have agreed that CHAMBER shall lease and coordinate the use of the CITY'S Outlaw Square located at 703 Main Street; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions of the use of Outlaw Square in providing a public gathering space for activities within the Local Historic District of the City of Deadwood and the responsibilities of the CHAMBER; and

The parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;

2. CHAMBER shall utilize the Outlaw Square as described below,

3. The term of this lease shall be for a term of one year and eight months commencing on the 5th day of June 2023 and ending on the 31st day of January, 2025. At the expiration of such term, this agreement, if not renewed in writing for an additional fixed period, and if not earlier terminated in writing by either party, shall be deemed a year-to- year agreement that may be cancelled upon by either party on not less than sixty (60) days' written notice, which notice may be given at any time during the year;

4. CHAMBER shall manage and supervise the ongoing operations and use of the Outlaw Square, located at 703 Main Street, per an annual Operations and Management Plan presented to and approved by the City Commission;

5. CHAMBER shall do everything necessary for the proper care and management of the property, including periodic inspections, reporting maintenance issues to the Public Works Director, and arranging for repairs as needed;

6. Any and all proposed improvements or alterations to the building or the grounds shall be approved by the Deadwood City Commission after review by the Deadwood Historic Preservation Commission;

7. CHAMBER shall have the exclusive right to negotiate rental, sponsorship or use agreements with prospective tenants, sponsors or users. The CITY shall have the right to schedule and use Outlaw Square rent free;

8. CHAMBER shall be solely responsible for the scheduling, promotion, coordination, sales, concessions and management of activities to be held at the Outlaw Square with the exception of events held by the City of Deadwood with proper notice for scheduling;

9. CHAMBER shall pay a monthly fee of $1,000.00 which includes City provided utilities. All other utilities will be paid for and under the name of the CHAMBER;

10. CITY shall be responsible for all maintenance to the facility including perimeter sidewalk snow removal, annual maintenance service work, mechanical systems repairs, and plumbing repairs. CHAMBER shall be responsible for all day to day maintenance and cleaning of the staff office. CHAMBER shall be responsible for snow removal from the synthetic ice rink which much be done in accordance with manufacturer's specifications. CITY shall be responsible for day-to-day maintenance and cleaning of public restrooms and outdoor trash removal;

11. CHAMBER shall acquire and maintain a Two Million Dollar ($2,000,000) general liability insurance policy naming the CITY as an additional insured at all times. CHAMBER shall provide proof of insurance to the CITY on an annual basis. CITY shall insure the building and grounds and the CHAMBER shall insure all the contents of the CHAMBER areas, excluding insurance for stage sounds, lighting, rink and other equipment purchased by the CITY: the CITY shall be responsible for insuring these items;

Any vendors utilizing Outlaw Square must provide proof of adequate insurance as set forth in the polices and procedures developed by the CHAMBER. Said insurance policy for vendors must name the CITY as an additional insured;

12. CHAMBER may apply for a temporary wine and beer license or special alcoholic beverage license from the City of Deadwood for any events in which wine, beer or alcohol are served;

13. CHAMBER agrees to indemnify and hold harmless CITY and any of its officers, agents and employees from an and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY May have to pay to any person on account of any personal or bodily injury death or property damage, which results from any negligent act, error or omission of CHAMBER in connection with this agreement to services performed or materials provided pursuant to this agreement;

14. CHAMBER shall develop policies and procedures, including but not limited to policies and procedures for use of Outlaw Square as well as branding and sponsorship signage at Outlaw Square, which must be approved by the Deadwood City Commission prior to implementation and operation;

15. CHAMBER shall comply with all state, federal and local statutes or ordinances concerning labor laws, workman's compensation , and building code provisions;

16. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

Dated this 5th day of June, 2023.

CITY OF DEADWOOD

_____

David Ruth Jr., Mayor

ATTEST:

_____

Jessicca McKeown, Finance Officer

Dated this _____ day of June 2023.

Deadwood Chamber of Commerce and Visitor Bureau

_____

By: President

State of South Dakota   )
) SS
County of Lawrence   )

On this _____ day of June, 2023, before me, the undersigned officer, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

(SEAL)

                                    _____
                                    Notary Public
                                    My Commission Expires: _____