

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
DEADWOOD CHAMBER OF COMMERCE AND VISITORS' BUREAU**

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 provide marketing, application assistance, facilities coordination and management services for the CITY'S Event Complex; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions which CHAMBER shall provide the services set forth above; and

WHEREAS, The CITY has accepted the proposal from CHAMBER and provides compensation in the amount not to exceed Twenty-two Thousand Four Hundred Twenty-five and no/100s Dollars (\$22,425.00) per calendar year.

The parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CHAMBER shall provide facilities management and marketing services for the Deadwood Events Complex 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 provide marketing services for the marketing of the Deadwood Event Complex, including, but not limited to: marketing expertise; create/develop/update website; marketing plan; printed marketing pieces; and a quarterly written report regarding activities and results.

5. CHAMBER shall provide rental application assistance for the Deadwood Event Complex, including but not limited to: assistance to applicants, review of application for completeness; ensure necessary fees are submitted with application; respond to applicant inquiries; present application and event details to Event Committee and City Commission;
6. CITY will provide checklist to applicant which may include a background check if desired by CITY and/or CHAMBER;
7. CHAMBER'S representative will contact applicant regarding approval or denial of the application;
8. CITY and/or CHAMBER representative will handle any complaints, concerns or questions regarding denial of an application and will determine if application can re-apply.
9. CHAMBER reserves the right to recommend denial of certain applications it deems unfit.
10. CHAMBER shall act as: primary contact for inquires on usage of Deadwood Event Complex, and for user during events; liaison to CITY for coordination of master calendar for entire complex; and primary contact with concessionaire as to events requiring concessionaire services.
11. CITY will provide CHAMBER with a list of on-call CITY personnel during event times.
12. As part of its event complex management, CHAMBER and/or CITY representative shall: conduct a walk-through with the applicant prior to the event to document conditions; conduct a walk-through with the applicant after the event to document condition of the premises; document any damage, ordinance violations and other issues and report to Event Committee; and assist user in exit procedure to receive deposits paid.
13. Either party may terminate this agreement by providing the other party with sixty (60) days' notice, in writing, and served upon the other party;
14. CHAMBER shall indemnify, defend and hold CITY harmless from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expenses including attorney fees arising out of or in connection with any conduct or work of CHAMBER as set forth in this agreement;
15. CHAMBER shall comply with all state, federal, and local statutes or ordinances concerning labor laws, workman's compensation, and building code provisions;

16. In the event of significant changes to the scope of services or changes in the services provided that require additional hours and are subject to price changes, CHAMBER shall provide notice and estimates to CITY for review and potential approval. By no means shall additional expenses be incurred on behalf of CITY unless agreed to in writing by both CITY and CHAMBER;
17. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understanding of any kind, expressed or implied.

Dated this 5th day of June, 2023.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica 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: _____