

LOAN NUMBER:	#2024.06
DUE DATE:	<u>12/31/2024</u>
RENEWED UNTIL:	_____
RETURNED:	YES/NO

**LOAN AGREEMENT FOR USE OF CITY OF DEADWOOD PROPERTY**

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Deadwood, herein after referred to as “DEADWOOD,” and Rob Bozell, located at 4411 California Street, Omaha, NE 68131, hereinafter referred to as “PERMITEE.”

1. The purpose of this Agreement is to set forth the terms and conditions under which DEADWOOD grants permission and loans to PERMITEE to use the following property owned by DEADWOOD.
2. A description of the property for which permission is granted is as follows: **(9) Boxes of Faunal materials from the 2019 to 2020 Deadwood FourPoints Hotel archaeological investigation.**
3. The purpose for which PERMITEE is using the above-described premises is as follows: **“RESEARCH & ANALYSIS”**
4. Permission for the above use at the above-described location is permitted from April 24 1, 2024 until December 31, 2024.
5. PERMITEE agrees to handle, package, and ship or transport the objects and/or collections (and pay for same) in a manner that protects it from breakage, loss, deterioration, and contamination.
6. PERMITEE specifically acknowledges and agrees that it shall be solely responsible for any damage to the property loaned pursuant to this Agreement. Further, PERMITEE agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money, which DEADWOOD might have to pay to any person as a result of property damage, personal injury, or death

resulting from PERMITEE'S use of city property pursuant to this Agreement.

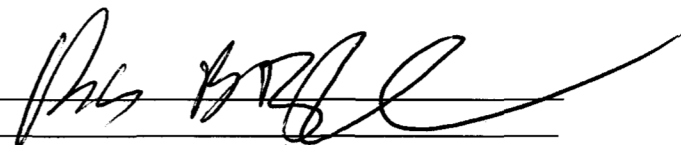
7. The Deadwood City Archivist shall administer and supervise use of City of Deadwood property pursuant to this Agreement and all PERMITEES shall contact such Official with respect to all matters and questions concerning this Agreement. This Agreement is subject to approval by, and shall be effective upon approval by, the Deadwood City Commission. Any extensions of the term of this agreement must be approved by the Deadwood City Commission.
8. Within twenty-four hours of discovery, the PERMITEE will notify DEADWOOD of instances or circumstances surrounding any loss of damage to, or destruction of the materials and at the direction of DEADWOOD, take steps to fix the damaged materials.
9. PERMITEE also further understands and agrees that the property shall not be repaired, restored, cleaned, or altered in any way whatsoever,
10. All loaned materials shall not leave custody of the PERMITEE without written permission of DEADWOOD.
11. PERMITEE agrees to acknowledge and credit DEADWOOD in any use or photographs or exhibits or publications resulting from the loan. The credit line shall read as follows: **"Courtesy of the City of Deadwood and the Deadwood Historic Preservation Commission."**
12. PERMITEE agrees to provide DEADWOOD with two (2) copies of any photographs, published articles, materials, etc. generated as a result of the loan.

13. Upon termination of this agreement, PERMITTEE agrees to properly package and arrange transport the said property listed above back to DEADWOOD. Damage inflicted by inadequate packaging will be at the expense of the PERMITTEE.
14. Either party may terminate this agreement, effective not less than five (5) days after receipt by the other party of written notice, without further liability to either party.
15. PERMITTEE shall maintain adequate insurance against any loss of any property subject to this loan. PERMITTEE shall also maintain an insurance policy against any loss to the property loaned to PERMITTEE, naming DEADWOOD as an additional insured.
16. PERMITTEE shall provide DEADWOOD a copy of such insurance policy prior to the loan being made.

Dated this 27 day of April, 2024.

City of Deadwood

By: \_\_\_\_\_  
David Ruth, Jr., Mayor

By:   
\_\_\_\_\_  
(PLEASE PRINT NAME)

Rob Bozell  
Independent Contractor / Faunal Specialist

Attachment #01 – List of Boxes and Photographs

- Box\_001 Contents: Lots 2; 4; 47; 49/53; 51; 59
- Box\_002 Contents: Lot 59
- Box\_003 Contents: Lot 59
- Box\_004 Contents: Lot 59
- Box\_005 Contents: Lots 59/61; 61
- Box\_006 Contents: Lots 61; 63; 65
- Box\_007 Contents: Lots 65; 65/67; 67
- Box\_008 Contents: Lot 61 Pig skulls (2)
- Box\_009 Contents: Lot 67

\*\*\*Contents of boxes are itemized on spreadsheets inside each box  
and attached to this loan agreement\*\*\*

END LOAN 2024.06