

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
DEADWOOD HISTORY INC.**

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 HISTORY, INC, a South Dakota non-profit corporation, with its principal place of business located at 150 Sherman Street, Deadwood, SD 57732, hereinafter referred to as "DHI";

WHEREAS, the parties have agreed that DHI shall lease and coordinate the use of the CITY'S Days of '76 Museum located at 18 Seventy Six Drive; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions of the use of the facility and the responsibilities of DHI; and

The parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. DHI shall utilize the Days of '76 Museum located at 18 Seventy Six Drive as described below,
3. The term of this lease shall be for a term of five (5) years commencing on the 1st day of January, 2024 and ending on the 31st day of December, 2028. 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 cancelable by either party on not less than sixty (60) days' written notice, which notice may be given at any time during the year;
4. DHI shall manage and supervise the ongoing operations and use of the Days of '76 Museum, located at 18 Seventy Six Drive, as a museum;
5. DHI shall do everything reasonably necessary for the proper management of the property, including periodic inspections, reporting maintenance issues to the Public Works Director and/or the Deadwood Historic Preservation Officer, 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 Historic Preservation Commission and/or Deadwood City Commission;

7. DHI shall have the exclusive right to negotiate rental or use agreements with prospective tenants or users. CITY, Deadwood Historic Preservation shall be able to use the meeting room or interpretive space if available and requested free of charge;
8. DHI shall be solely responsible for the scheduling, promotion, coordination and management of activities to be held at the Days of '76 Museum with the exception of events held by third parties;
9. DHI shall pay a monthly fee of \$1,000.00 for use of facility, and DHI will be responsible for payment of telephone, internet, recycling and garbage. Those services will be in the name of DHI. All other utilities will be paid for and under the name of the CITY;
10. CITY shall be responsible for all maintenance to the facility including snow removal general upkeep, annual maintenance service work, mechanical systems repairs, and plumbing repairs. DHI shall be responsible for all day-to-day maintenance and cleaning of the Days of '76 Museum and common areas in the Days of '76 Museum;
11. DHI 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. DHI shall provide proof of insurance to the CITY on an annual basis. CITY shall insure the building and the DHI shall insure all the contents of the building;
12. If DHI intends on providing concessions or selling merchandise by an outside vendor in the Days of '76 Museum a proposal shall be brought before the Deadwood City Commission and approved;
13. CITY shall designate all parking arrangements including the location of the DHI staff parking;
14. DHI 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 DHI as set forth in this agreement;
15. DHI 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 4th day of December, 2023.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

Deadwood History, Inc.

By: Jim Williams
Its: Executive Director

State of South Dakota)
) ss.
County of Lawrence)

On this the _____ day of December, 2023, before me, the undersigned officer, personally appeared Jim Williams, known to the person whose name is subscribed to the forgoing instrument and acknowledge that he executed the same for the purpose therein contained.

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

(SEAL)

Notary Public
My Commission Expires:_____