

LOAN NUMBER:	<u>#2021.05</u>
DUE DATE:	<u>11/02/2024</u>
RENEWED UNTIL:	<u> </u>
RETURNED:	<u>YES/NO</u>

LOAN AGREEMENT FOR USE OF CITY OF DEADWOOD PROPERTY

THIS AGREEMENT is made and entered into on this ____ day of ____, 2021, by and between the City of Deadwood, herein after referred to as “DEADWOOD,” and High Plains Western Heritage Center, located at 825 Heritage Drive, Spearfish, SD 57783, 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: **See Attachment #A (hereafter “The Property”)**
3. The purpose for which PERMITEE is using the above-described premises is as follows: **“Exhibition”**
4. DEADWOOD and PERMITEE agrees to handle, package, and ship or transport **The Property** in a manner that protects it from breakage, loss, deterioration, and contamination.
5. Permission for the above use of **The Property** at the above-described location is permitted from November 02 , 2021 until December 31, 2024.
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 damage to **The Property** and personal injury, or death resulting from PERMITEE'S use of **The Property** pursuant to this Agreement.
7. The Deadwood City Archivist shall administer and supervise use of **The 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 PERMITTEE will be notify DEADWOOD of instances or circumstances surrounding any loss of damage to, or destruction of **The Property** and will at the direction of DEADWOOD take steps to fix any damage to **The Property**.
9. PERMITTEE also further understands and agrees that **The Property** shall not be repaired, restored, cleaned, or altered in any way whatsoever, without prior written consent of the Deadwood City Commission.
10. **The Property** shall not leave custody of the PERMITTEE without written permission of DEADWOOD.
11. PERMITTEE 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. PERMITTEE 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 transport **The Property** 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. PERMITEE shall maintain adequate insurance against any loss or damage to **The Property** subject to this loan. PERMITEE shall also maintain a minimum insurance policy against any loss to **The Property**, naming DEADWOOD as an additional insured.
16. PERMITEE shall provide DEADWOOD a copy of such insurance policy prior to the loan being made.

Dated this ____ day of ____, 2021.

City of Deadwood

By: _____
David Ruth Jr., City Mayor

By: _____
_____(PLEASE PRINT NAME)
Western States Heritage Center, Director

Attachment #A

Termesphere “Deadwood”
See PDF Attachment

END of LOAN #2021.05