

CONTRACT BETWEEN THE CITY OF DEADWOOD AND
BLACK HILLS CENTRAL RESERVATIONS

THIS AGREEMENT is 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 Black Hills Central Reservations of 68 Sherman Street, Suite 203, Deadwood, South Dakota 57732, hereinafter referred to as "BLACK HILLS".

WHEREAS, the purpose of the Contract is to set forth the terms and conditions of the agreement between CITY and BLACK HILLS for services related to the ticketing system at the Deadwood Event Center in Deadwood, South Dakota.

WHEREAS, the parties desire to enter into an agreement whereby BLACK HILLS agrees to serve as the City of Deadwood's official Ticketing Management Company for events held at the Deadwood Event Center; and

WHEREAS, BLACK HILLS has the experience and expertise to serve as the Ticketing Management Company.

WHEREAS, upon the representations and understanding of each party, CITY and BLACK HILLS agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. The term of this Contract shall be for five (5) years commencing on the 1st day of January 2024 and ending on the 31st day of December 2028;
3. The parties agree it is BLACK HILLS responsibility to comply with all local and state laws relating to workers compensation, register, report and pay all necessary taxed and insurance including but not limited to Social Security, FICA, Unemployment Insurance, and comply with the Equal Employment Opportunities Act.
4. BLACK HILLS shall provide their own office space, equipment and materials to meet the requirements of the agreement;
5. BLACK HILLS shall contract with Tix.com, a state of the art, cloud-based ticketing software;
6. BLACK HILLS shall provide the following for ticket booth:
 1. Four (4) HP Laptop Computers for Box Office Sales;
 2. Four (4) magnetic Credit Card Readers;
 3. Two (2) BOCA Printers;
 4. One (1) HP Laptop for Tix Software Management; and;

7. BLACK HILLS shall provide the following gate equipment.
 1. Four (4) Lenovo M8 Tablets for Scanning Tickets;
 2. Up to Eight (8) iPod Touch Devices for additional Ticket Scanning needs; and;
 3. Four (4) Rechargeable Batty Packs for Scanning Equipment.
8. BLACK HILLS shall manage the ticketing set up, set design and inventory distribution to branded web sites;
9. BLACK HILLS shall oversee the actual event to ensure that the ticketing systems are operation and that the event organizers are trained on the system;
10. BLACK HILLS shall work with event organizers to ensure that the proper controls are in place and that appropriate fees and taxes are collected;
11. BLACK HILLS shall ensure that ticketed events are available for sale on-line twenty-four (24) hours per day, seven (7) days per week and in the Call Center at BLACK HILLS Central Reservations seven (7) days per week.
12. BLACK HILLS shall provide inventory controls, financial accountability and reports to the Finance Office within 30 days from the date of the event.
13. In the event BLACK HILLS fails to supply the reports to the Finance Office within 30 days from the date of the event, BLACK HILLS agrees to pay a fine of \$15.00 per day for each day the reports are delinquent.
14. No changes will be approved by the CITY, unless approved in writing by both parties;
15. Either party may terminate this agreement upon providing the other party with thirty (30) days' notice in writing and served upon the other party via certified mail;
16. This contract shall not be construed as creating any type of relationship including but not limited to, principal and agent or employer and employee between CITY and BLACK HILLS. BLACK HILLS does not have authority to hire any person on behalf of the CITY.
17. BLACK HILLS shall indemnify and hold harmless CITY, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense, including attorney's fees, arising out of or in connection with any conduct or work of BLACK HILLS as set forth in this agreement.
18. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.
19. 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 16th day of January, 2024.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

Dated this ____ day of January, 2024.

Randi Sulzbach, Black Hills Central Reservations

State of South Dakota)
) SS
County of Lawrence)

On this ____ day of _____, 2024, before me, the undersigned officer, personally appeared Randi Sulzbach, known to me or satisfactorily proven to be the person whose name is subscribed to the within 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:_____