

**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 lease and coordinate the use of the CITY'S Lower Main Street Welcome Center located at 501 Main Street; 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 the CHAMBER; and

The parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CHAMBER shall utilize the Lower Main Welcome Center as described below,
3. The term of this lease shall be for a term of four (4) years commencing on the 1st day of February 2025 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 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 manage and supervise the ongoing operations and use of the Deadwood Welcome Center, located at 501 Main Street.
5. CHAMBER shall do everything necessary for the proper management of the property, including periodic inspections, reporting maintenance issues to the Public Works Director, 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 City Commission;

7. CHAMBER shall have the exclusive right to negotiate rental or use agreements with prospective tenants or users of the Welcome Center. CITY, Deadwood Historic Preservation, and Local Non-profit Organizations shall be able to use the meeting room or interpretive space if available and requested free of charge;
8. CHAMBER shall be solely responsible for the scheduling, promotion, coordination and management of activities to be held at the Deadwood Welcome Center with the exception of events held by third parties, which are approved by the City Commission;
9. CHAMBER shall pay a monthly fee of \$1,000.00 which includes City provided utilities. All other utilities will be paid for and under the name of the CHAMBER;
10. CITY shall be responsible for all maintenance to the facility including snow removal, annual maintenance service work, mechanical systems repairs, and plumbing repairs. CHAMBER shall be responsible for all day to day maintenance and cleaning of the Chamber offices, common areas in the Chamber section of the center. CITY shall be responsible for day-to-day maintenance and cleaning of the 24-hour area, trolley waiting area, and 24-hour restrooms, and the exhibits of the Deadwood Welcome Center in the public area;
11. CHAMBER 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. CHAMBER shall provide proof of insurance to the CITY on an annual basis. CITY shall insure the building and the CHAMBER shall insure all the contents of the building;
12. If CHAMBER intends on providing concessions or selling merchandise by an outside vendor in the Welcome Center, a proposal shall be brought before the Deadwood City Commission and approved;
13. CITY shall designate all parking arrangements in the Lower Main Welcome Center Parking Lot including the location of the three (3) CHAMBER staff parking spaces;
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. 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.

