

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
DEADWOOD CHAMBER OF COMMERCE AND VISITORS' BUREAU FOR OUTLAW
SQUARE**

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 Outlaw Square located at 703 Main Street; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions of the use of Outlaw Square in providing a public gathering space for activities within the Local Historic District of the City of Deadwood 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 by and through the Outlaw Square shall utilize the Outlaw Square 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 Outlaw Square, located at 703 Main Street;
5. CHAMBER by and through the Outlaw Square shall do everything necessary for the proper care and 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 after review by the Deadwood Historic Preservation Commission;

7. CHAMBER by and through the Outlaw Square shall have the exclusive right to negotiate rental, sponsorship or use agreements with prospective tenants, sponsors or users. The CITY shall have the right to schedule and use Outlaw Square rent free;
8. CHAMBER by and through the Outlaw Square shall be solely responsible for the scheduling, promotion, coordination, sales, concessions and management of activities to be held at the Outlaw Square with the exception of events held by the City of Deadwood with proper notice for scheduling;
9. CHAMBER by and through the Outlaw Square 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 perimeter sidewalk snow removal, annual maintenance service work, mechanical systems repairs, and plumbing repairs. CHAMBER by and through the Outlaw Square shall be responsible for all day to day maintenance and cleaning of the staff office, including snow removal from the synthetic ice rink which must be done in accordance with manufacturer's specifications. CITY shall be responsible for day-to-day maintenance and cleaning of public restrooms and outdoor trash removal;
11. OUTLAW SQUARE 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. OUTLAW SQUARE shall provide proof of insurance to the CITY on an annual basis. CITY shall insure the building and grounds and the OUTLAW SQUARE shall insure all the contents of the OUTLAW SQUARE areas, excluding insurance for stage sounds, lighting, rink and other equipment purchased by the CITY: the CITY shall be responsible for insuring these items;

Any vendors utilizing Outlaw Square must provide proof of adequate insurance as set forth in the policies and procedures developed by OUTLAW SQUARE. Said insurance policy for vendors must name the CITY as an additional insured;
12. CHAMBER may apply for a temporary wine and beer license or special alcoholic beverage license from the City of Deadwood for any events in which wine, beer or alcohol are served;
13. CHAMBER by and through the Outlaw Square agrees to indemnify and hold harmless CITY and any of its officers, agents and employees from an and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY May have to pay to any person on account of any personal or bodily injury death or property damage, which results from any negligent act, error or omission of CHAMBER in connection with this agreement to services performed or materials provided pursuant to this agreement;

14. CHAMBER by and through the Outlaw Square shall comply with all state, federal and local statutes or ordinances concerning labor laws, workman's compensation , and building code provisions;
15. 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 November, 2024.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

Dated this ____ day of November, 2024.

Deadwood Chamber of Commerce and Visitor Bureau

By: President

State of South Dakota)
) SS
County of Lawrence)

On this ____ day of November, 2024, before me, the undersigned officer, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing 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: _____