

LEASE FOR JOINT USE AND COST SHARING FOR WOODLE FIELD

The parties to this Agreement are the City of Sturgis, a South Dakota Municipal Corporation, of 1040 Harley-Davidson Way, Sturgis, SD 57785, hereinafter referred to as City, and the Meade School District 46-1, of 1230 Douglas Street, Sturgis, SD 57785, hereinafter referred to as School District.

WHEREAS, the City is the owner of the real property located in Sturgis, Meade County, South Dakota, estimated to be approximately 27.8 acres as shown in Exhibit A.

WHEREAS, the parties desire to clarify their rights and obligations concerning the Woodle Field area which is owned by the City on the real property legally described above.

NOW THEREFORE, the parties agree as follows:

1. OWNERSHIP

The City authorizes the use of the property legally described herein for school sanctioned events with the ownership of said real property remaining with the City. The City does recognize that the school district has placed substantial improvements within the fenced area surrounding the athletic field, consisting of approximately 5 acres, and delineated from the surrounding City property by fences on the East, South and West side, and the bleachers and related improvements to the North, as all show on Exhibit A.

2. SHARED COSTS

The City shall be responsible for maintain the parking lot. The cost of said maintenance shall be shared between the parties with the City being responsible for and paying fifty percent (50%) of said cost and the School District being responsible for and paying fifty percent (50%) of said cost. District to reimburse City within 45 days of its billing for said costs. However, the city shall be solely responsible to repair any damage caused to the parking lot caused by the city or its assigns during the annual Sturgis Motorcycle Rally.

The School District shall be responsible for the maintenance of the area that is fenced in around the football field area as shown on Exhibit A. All water provided by the City for maintenance and use of the leased premises shall continue to be exempt from the standard City water utility rates that would otherwise apply. All maintenance of buildings, equipment and grounds therein will be the sole responsibility of the School District.

3. SHARED USE

The parties recognize that the use of the fields and parking area will be used exclusively by the school during the normal course of all scheduled school events and activities during the school year from late August through May of each year. The parties further recognize that private citizens and community groups have historically used the track and other areas within the leased premises when not in use by the District. The City will continue to sponsor various events including community and sporting events from late May through September of each year, all events inside the fenced area need to be scheduled through the school. This lease shall only apply to events officially sponsored by the City of Sturgis. Regardless of any City use, the School District shall have access to Woodle Field at all times. For any new use of the leased premises, the City will provide a 90 day notice of such use to the District. Within 30 days of receipt of such notice, the District will approve or deny the proposed new use. Such approval by the District shall not be unreasonably withheld.

4. DURATION OF USE

This Agreement shall become effective upon execution by both parties and shall continue in effect through May 20, 2020. If Notice of Intent to Renew is provided by the District to City on or before March 15, 2020, thereafter this lease may be renewed for an additional five (5) year. Either party may cancel by providing written notice of cancellation at least 180 days prior to cancellation. However, nothing contained in this Agreement shall be construed as a conveyance by the City of its right in the fee of the land on which the fields are located. This Agreement shall bind and inure to the benefit of the respective heirs, personal representative, successors, and assigns of the parties.

5. INSURANCE

The School District is required to provide or purchase liability insurance, which shall cover all operations and activities held in the Woodle Field area. Insurance shall also provide coverage to spectators at the Event(s). The liability insurance policy shall be with a reputable insurance company licensed to do business in the State of South Dakota, and shall be in the minimum amount of \$50,000 property damage, \$1,000,000 personal injury per person, with an aggregate of at least \$2,000,000, or a combined single limit of \$2,000,000. The following shall be listed as additional insured on said policy: “*City of Sturgis, SD and its elected officials, officers, agents, employees, volunteers, and agents*”. A copy of the declaration page confirming that coverage is in existence for the calendar year shall be provided to City by January 5th of each year of this lease.

6. COMPLETE AND FINAL AGREEMENT

This written Agreement and all of its provisions are acknowledged by the parties as terms that they are entering into freely and voluntarily, that they have the opportunity to be represented and advised by counsel in the negotiations resulting in this Agreement, and that they have given due consideration to these provisions, and they thoroughly understand and consent to all of them. The complete agreement of the parties relating to the matters of this Lease and Use Agreement are as set forth herein, and no statement, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. The parties specifically understand and agree that upon execution of this Lease and Use Agreement any prior understandings or practices of the parties regarding the use of the subject property herein shall be terminated and extinguished, and shall be of no further force or effect between the parties.

Dated this _____ day of _____, 2016.

MEADE SCHOOL DISTRICT 46-1

CITY OF STURGIS

Bryce Richter, School Board President

Mark Carstensen, Mayor