

**TRAILER MOUNTED HYDRAULIC MOBILE BLEACHER
SYSTEM APPLICATION AND AGREEMENT**

The City of Rapid City has available eight 234-seat capacity mobile bleacher units for lease within city limits to governmental entities and non-profit organizations. Unless other arrangements are made and approved, the City will transport, set up, and take down the leased units. Use of the units beyond 100 miles from the city limits will require the approval of the Rapid City Council. Based on the date the application is received by the City, priority will be given first to the City of Rapid City, next to the Rapid City Area School District, and then will be on a first-come first-serve basis. The City must receive the application, agreement, certificate of insurance, deposit and payment at least 30 days prior to the event, but not more than 365 days prior to the event.

The area in which the bleacher units will be set up must be smooth and level and the ground must be dense enough to support the 9400 pound units. An open area approximately 22 feet deep and longer than the 39 foot bleacher units must be available to allow for pedestrian traffic. Additionally, approximately 15 feet of open area to the side of the trailer and at least 16 feet of overhead clearance is needed. The area above the bleachers must be free from electrical power lines or other obstructions that might cause a problem or be hazardous. The City reserves the right to decline an application due to the site not meeting the above-described conditions or due to any other reason that makes the transport, setup, use, or takedown unsafe including, but not limited to, weather conditions.

A ~~\$200.00~~ ~~\$150.00~~ fee per day of use per unit will apply. A \$50.00 extended use fee will apply per unit per day for use over five days. For in-city use, City of Rapid City employees are available to transport, set up and retrieve the units. If City of Rapid City employees transport within city limits to set up and retrieve the units, a per-employee rate will apply (currently \$40 per-employee hour, subject to change). ~~In the event that the bleachers are leased for use outside of city limits, the lessee will be responsible for transportation of the bleachers. a~~An additional wear-and-tear fee of ~~\$42~~ 35 per mile per unit will apply for transportation of the bleachers outside city limits. If City of Rapid City employees transport, set up and retrieve bleacher units outside of city limits, a per-employee rate will apply (currently \$25 per-employee hour, subject to change). If Lessee is transporting bleacher units outside of city limits, minimum towing equipment specifications will apply (see Section 4(g) below). Additionally, a \$500.00 damage deposit per unit is required. The above-described fees and deposit are not applicable to the City of Rapid City or the Rapid City Area School District.

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APPLICATION

Date: _____

Name of governmental entity or non-profit organization:

Address: _____

Phone Number: _____

Contact person: _____

Please describe the event:

Please describe the area the unit(s) will be set up: _____

Date and time of event: _____

Number of unit(s) being requested: _____

Certification of Insurance provided: \$12,000,000 Combined Single Limit Per Occurrence and \$2,000,000 General Aggregate

Unit(s) will be provided by the -Parks Department; -Civic Center

Release of Damage Deposit was authorized by -Parks Department; -Civic Center on the _____ day of _____, _____. Initial _____

AGREEMENT

This lease of _____ bleacher unit(s), made this _____ day of _____, by and between the City of Rapid City, hereinafter referred to as "Lessor," and _____, hereinafter referred to as "Lessee,"

Witnesseth:

1. That Lessor hereby leases to Lessee, and Lessee leases from Lessor, subject to the terms and conditions herein set forth, the following, hereinafter referred to as the "Property": _____ bleacher unit(s).

2. Lessee hereby acknowledges delivery and acceptance of the aforesaid Property upon the terms and conditions of this lease.

3. The term of this lease is _____ days, beginning _____ and ending _____.

4. In consideration of said lease, Lessee covenants and agrees as follows:

(a) To pay to Lessor for the use of said Property, _____ dollars (\$_____). {~~\$200450~~ per day of use per unit}

(b) To pay to Lessor for wear and tear of said Property transported outside city limits _____ dollars (\$_____). {mileage est ____ @ \$.~~4235~~ per mile)

(c) To pay to Lessor for the damage deposit of said Property, _____ dollars (\$_____). {\$500 per unit}

(d) To pay to Lessor for the extended use of said Property, _____ dollars (\$_____). {\$50 per day per unit}

(e) As applicable, to pay to Lessor for the expense of city staff to deliver, set up and retrieve the leased bleacher units, _____ dollars (\$_____). {~~4025~~ per-employee hour for _____ hours}

(f) To safely keep and carefully use the Property and not sell or attempt to sell, remove or attempt to remove, the same or any part thereof.

(g) If Lessee is towing the bleacher units, Lessee's towing vehicle(s) shall be not less than a heavy-duty ¾ ton pickup (preference for a 1-ton towing vehicle), a 2 & 5/16" ball and 8-hole lighting plug (or adaptor). Bleacher units will not be released to Lessee until Lessee has been instructed by city staff in the towing, setup/takedown and operation of the units.

(h) Lessee shall, during the term of this lease and until return of the Property to Lessor, abide by and conform to, and cause others to abide by and conform to, all laws and governmental rules and regulations, including any future amendments thereto, controlling or in any manner affecting operation, use or occupancy of said Property.

(i) Lessee accepts the Property in its present condition, and during the term of this lease and until return of the Property to Lessor the Lessee shall maintain it in its present condition, excluding reasonable wear and tear, and shall be responsible to pay for any needed repair to said Property caused by operation or use by Lessee or by others during the term of this lease and until return of the Property to Lessor.

(j) Lessee shall be responsible and liable for, and indemnify, defend, and hold Lessor free and harmless from any claim or claims of any kind whatsoever for or from, and promptly pay any judgment for, any and all liability for, bodily injury, death or property damage, or any of them, which arise or in any manner are occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to, said Property, during the term of this lease or until return of the Property to Lessor.

(k) Lessee will provide a certificate of insurance for Commercial General Liability insurance for the entire term of the Lease. The limit of liability must be in the amount of Lessee's Commercial General Liability coverage carried, but in no event, will be less than \$12,000,000 Combined Single Limit Per Occurrence and \$2,000,000 General Aggregate. Lessee shall name the City of Rapid City as an additional insured and provide an acceptable certificate of insurance to the City of Rapid City prior to taking possession of the Property. The certificate must show the following wording in the "Description of Operations" section of the Certificate of Insurance: "For Lease of Trailer Mounted Hydraulic Mobile Bleachers". The City's failure to obtain from Lessee a

Certificate of Insurance conforming to the foregoing requirements shall not be deemed a waiver of any of the foregoing requirements.

(l) Lessee shall return, at the expiration of the term herein granted, the whole of said Property to the Lessor in as good condition as the same is, reasonable wear and tear excepted.

(m) It is mutually agreed that in case Lessee shall violate any of the aforesaid covenants, terms and conditions Lessor may at its option without notice terminate this lease and take possession of said Property wherever found.

5. The parties hereby agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this agreement shall be brought only in the Circuit Court of the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

6. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any portion of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

7. This Agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings, whether oral or written. This Agreement may only be amended by a written document duly executed by all parties.

CITY OF RAPID CITY

Mayor or Designee

ATTEST:

Finance Officer

(SEAL)

Lessee

BY: _____

ITS: _____