



City of Belle Fourche

511 6th Avenue, Belle Fourche, SD 57717

Phone: (605) 892-2494

Round-up Complex Concession Stand Lease Agreement

This Lease Agreement is made and entered into by and between the City of Belle Fourche of 511 Sixth Avenue, Belle Fourche, South Dakota 57717, hereinafter referred to as "City" and (name) _____
Of (address) _____,
(phone number) _____, (Email) _____ hereinafter referred to as "Owner."

1. Premises. Tenant agrees to lease from the City of Belle Fourche ("City") the Roundup concession stand(s) (hereinafter referred to as "Concession Stand"). Tenant agrees to lease the concession stand located South / West (circle one or both) of the rodeo arena.

2. Term of Lease: Tenant shall have the exclusive use and possession of the Concession Stand from _____, 20____, until _____, 20____.

3. Rental Payment: Tenant shall pay lease payment in the amount of Fifty-Two Dollars and Fifty Cents (\$52.50) per day for each Concession Stand rented. Lease shall be paid in advance of the lease term. Lease shall be charged in full-day increments. The lease shall not be reduced for partial days. Tenant shall pay total lease amount of \$_____.

4. Damage and Clean-up Deposit: In addition to the lease, Tenant shall provide a cash deposit of Two Hundred Fifty Dollars (\$250.00) to the City at the time of signing this Lease Agreement. The city shall hold this deposit until at least the next regular council meeting after the lease term has expired to allow for inspection of the Concession Stand at the end of the lease term and refund of the deposit, if warranted. The city may apply the deposit towards the cost of services or materials needed to clean or repair damages to the Concession Stand that occurred during the Tenant's lease term. Tenant shall be liable to pay for all costs or expenses to clean or repair the Concession Stand if such costs exceed the deposit amount.

5. Key Deposit: Tenant shall provide a key deposit of Two Hundred Fifty (\$250) which will be held by the City until the keys have been returned and until the next regular City Council meeting thereafter, whichever is later. If the keys are not returned within 48 hours after the lease term, City may apply the key deposit toward replacement of the locks and/or keys. The tenant shall be liable for all costs or expenses to replace the locks and/or keys if such costs exceed the deposit amount.

6. Cancellation Policy: No refunds will be given for cancellation of use of the concession stands. Absolutely no exceptions. The key and cleaning deposits will be returned.

7. Use of Facilities: Tenant agrees to use the Concession Stand for lawful purposes only.

8. Alcohol Sales: No alcohol may be sold in, at or near the Concession Stand unless an appropriate license/permit has been obtained. These alcohol licenses/permits require an application to be submitted to the City Finance Office at least 30 days in advance of the event.

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9. Clean-up Duties: Tenant shall be responsible for cleaning the Concession Stand and all improvements located therein and the surrounding areas. Tenant agrees that Tenant shall pick up and clear the Concession Stand of all garbage and refuse at the end of the lease term and all such garbage and refuse shall be placed in appropriate garbage dumpsters.

10. Indemnification: Tenant shall indemnify and hold City harmless from any and all claims, damages, costs, and expenses, including reasonable attorneys' fees arising from, out of, or in connection with the occupation or use of the Concession Stand and surrounding area by Tenant, Tenant's agents, employees, customers, guests, invitees, or uninvited visitors. It is further agreed that City shall not be liable to Tenant, and Tenant waives any and all claims for damages to persons or property sustained by the Tenant, Tenant's agents, employees, customers, guests, invitees, or uninvited visitors arising from, out of, or in connection with the occupation or use of the Concession Stands and surrounding area by Tenant, Tenant's agents, employees, customers, guests, invitees, or uninvited visitors.

11. Insurance: Prior to commencement of the lease term, Tenant shall provide City with a valid certificate of insurance showing that the Tenant has obtained liability insurance for use and occupation of the Concession Stand by Tenant, Tenant's agents, employees, customers, guests, invitees, and uninvited visitors during the rental term in an amount of not less than \$500,000 per claim and showing the City of Belle Fourche as additionally insured.

12. Termination of Lease: City may terminate this lease immediately upon default or breach of the lease agreement by Tenant. If the lease is terminated, Tenant shall immediately remove Tenant, Tenant's agents, employees, customers, guests, invitees, or uninvited visitors, and their respective property from the Concession Stand. After clean-up and repair of any damages, City may refund to Tenant the unused portion of the applicable advanced lease payment.

13. Assignment: Tenant may not assign or sublet any part or portion of this agreement or the Concession Stand without the prior written consent of City.

14. Binding Effect: This lease agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

DATED _____, 20__.

TENANT:

ACCEPTED BY CITY: _____, 20__.

CITY OF BELLE FOURCHE

By: _____

Its: _____

Roundup Grounds Rental Lease Information Sheet

The Roundup Grounds Arena can be leased daily. The base lease fee will be collected at the time the reservation is placed. Additional fees, if necessary, will be billed out after the event. Cancellation due to weather will be allowed to utilize an alternative day in the same calendar year.

Name: _____

Address: _____ City _____ ST. _____ Zip _____

Phone #: _____ Cell: _____ Best time to reach you: _____

E-Mail: _____

Date of the Event: _____ Type of Event: _____ Time of Event: _____

Arena Rental Includes: Crows' Nest, Office, and Arena surface prepared and ready for usage. Additional fees for re-working the ground.

- | | |
|---|-------------------------------|
| <input type="checkbox"/> Arena 1 | \$105.00 per day + tax |
| <input type="checkbox"/> Arena 1 & Arena 2 Rentals | \$157.50 per day + tax |
| <input type="checkbox"/> Key Deposit | \$250.00 |
| <input type="checkbox"/> Cleaning Deposit | \$250.00 |
| <input type="checkbox"/> Lease Agreement Signed (contract per each event dates) | |

Additional Fees & Services

- | | |
|--|------------------------|
| <input type="checkbox"/> West Warm-up Area | \$52.50 add. fee + tax |
| <input type="checkbox"/> Cutting Arena | \$52.50 add. fee + tax |
| <input type="checkbox"/> Main Concession Stand | \$52.50 add. fee |
| <input type="checkbox"/> West Concession Stand | \$52.50 add fee |
| <input type="checkbox"/> Water Truck w/operator 1-hour min | \$52.50 per hour + tax |
| <input type="checkbox"/> Garbage Clean-up 1-hour min. | \$52.50 per hour + tax |
| <input type="checkbox"/> Stall | \$11.25 per day |
| <input type="checkbox"/> Electric hook-ups (Campers) | \$16.85 per day |
| <input type="checkbox"/> Arena #1 Re-work the grounds- 1 hour minimum | \$52.50 per hour + tax |
| <input type="checkbox"/> Arena #2 Re-work the grounds – 1 hour minimum | \$52.50 per hour + tax |
| <input type="checkbox"/> P.A. System (Use of City Owned System) | \$50.00 per day |

Reservation taken by: _____ Date: _____

Date Payment Received: _____ Amount of Payment: _____

Date Deposits Received: _____ Amount of Deposits Received: _____