

BLACK HILLS STATE UNIVERSITY FOUNDATION INVOICE

BILL TO: Black Hills Energy
Attn: Mutch Usera



INVOICE NO. 2017-2BHE

INVOICE DATE: 11/3/2017

DESCRIPTION

TOTAL

Economic Development Grant For BHSU School of Business

\$ 2,500.00

TOTAL AMOUNT DUE

\$ 2,500.00

REMIT TO:

BLACK HILLS STATE UNIVERSITY FOUNDATION
1200 UNIVERSITY UNIT 9506
SPEARFISH, SD 57799-7506
605-642-6385



Commercial Electronic Office® - Transaction Search
Date/Time Printed: 02/20/2018, 3:36 PM PST

Check 701082 - 2500.00 USD

BLACK HILLS POWER INC PO BOX 8106 RAPID CITY SD 57709		Date: 11/27/2017	0000701082
		WELLS FARGO 111 HOSPITAL DRIVE VAN HOUT OH 43081	54-JED011 9000117203
Pay To the Order of: BLACK HILLS STATE UNIVERSITY 1200 UNIVERSITY UNIT 9505 SPEARFISH SD 57799		Pay Amount: \$2,500.00***	
Pay ****TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLAR ****		Rich Kightly Authorized Signatory	

00000006
+000000000269173
VAN REF#:
0000008787046821

Item Details

Account Number	[REDACTED]	Item Sequence Number	008787046821
Account Name	B H Power Inc.	Bank ID	241253823
Check	701082		
Amount	2500.00 USD Debit		
Status	Check Paid		
Posting Date	11/27/2017		
As of Date	11/27/2017		
Additional Item Details	00000006 +000000000269173 VAN REF#: 0000008787046821		



Black Hills & Badlands Tourism Association

Rapid City, SD 57701

8624 ✓

Invoice

Date	Invoice #
10/5/2017 ✓	790970 ✓

Bill To
Mutch Usera Black Hills Energy PO Box 1400 Rapid City, SD 57709

Due Date	Rep	Account #
11/30/2017	HJ	2588

Description	Amount
Annual Meeting & Tourism Summit Sponsorship - (Table of 8)	500.00
REC'D OCT 24 2017	
Thank You For Your Sponsorship!	Total \$500.00 ✓
	Payments/Credits \$0.00



Commercial Electronic Office® - Transaction Search
Date/Time Printed: 02/20/2018, 3:35 PM PST

Check 701016 - 500.00 USD

BLACK HILLS POWER INC PO BOX 8186 RAPID CITY SD 57109		Date: 12/13/2017	0000701016
WELLS FARGO 115 JUDITH AL DRIVE VAN NATI ON 50501		WELLS FARGO 115 JUDITH AL DRIVE VAN NATI ON 50501	950017161
Pay: ****FIVE HUNDRED AND 00/100 DOLLAR ****		Pay Amount: 500.00***	
To: BLACK HILLS BADLANDS & LAKES ASSOCIATION 1851 DISCOVERY CIRCLE RAPID CITY SD 57101		<i>Rich Kipley</i> Authorized Signature	

701016

Item Details

Account Number	[REDACTED]	Issue Date	11/14/2017
Account Name	B H Power Inc.	Payee	BLACK HILLS BADLANDS & LAKES ASSOCIATION
Check	701016	Item Sequence Number	008384546364
Amount	500.00 USD Debit	Bank ID	241253823
Status	Check Paid		
Posting Date	12/13/2017		
As of Date	12/13/2017		
Additional Item Details	0000005 +000000000125213 VAN REF#: 0000008384546364		

South Dakota
CHAMBER OF COMMERCE & INDUSTRY

"Voice of South Dakota Business"

PO BOX 190 ~ 222 E. CAPITOL, # 15 ~ PIERRE, SOUTH DAKOTA 57501-0190
605.224.6161 ~ FAX 605.224.7198 ~ contactus@sdchamber.biz

Voucher # 106815

Invoice

DATE INVOICE #

1/3/2017 8803

BILL TO:

Black Hills Corporation
Attn: Jafar Karim
PO Box 1400
Rapid City, SD 57709

DESCRIPTION

AMOUNT

2017 Giant Vision Sponsorship

5,000.00

[ECONOMIC DEVELOPMENT]

Dept #	B629
WO #	10056300
Acct #	921000
Resource #	1413
Approve:	nu
Date:	3/1/17

TOTAL

\$5,000.00



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Date/Time Printed: 02/20/2018, 3:31 PM PST

Check 698120 - 5000.00 USD

BLACK HILLS POWER INC PO BOX 3189 RAPID CITY SD 57709		Date: Mar10/2017	0000698120
		WELLS FARGO 113 HOSPITAL DRIVE VAN NESS SD 57551	56-382/HIE 9600177262
Pay	*****FIVE THOUSAND AND XX/100 DOLLAR *****		Pay Amount \$5,000.00***
To the Order of	SOUTH DAKOTA CHAMBER OF COMMERCE & INDUS PO BOX 190 PIERRE SD 57501		
		<i>Rich Kightly</i> Authorized Signature	

Warning: Do not cash this check without making proper endorsement. THE SIGNATURE REQUIRED FOR THIS CHECK IS: [Signature]

Item Details

Account Number	[REDACTED]	Item Sequence Number	008886386495
Account Name	B H Power Inc.	Bank ID	241253823
Check	698120		
Amount	5000.00 USD Debit		
Status	Check Paid		
Posting Date	03/15/2017		
As of Date	03/15/2017		



Custer Area Chamber of Commerce
615 Washington St.
P.O. Box 5018
Custer, SD 57730

✓
\$ 618.78

Bill To

Black Hills Energy
External Affairs Dept.
PO Box 1400
Rapid City, SD 57709

Invoice

Date	Invoice #
5/19/2017	3407

Description	Quantity	Rate	Amount
Hospitality Training-Platinum Sponsor-Keystone		500.00	500.00
Hospitality Training-Platinum Sponsor-Hill City		500.00	500.00
<p><i>ECONOMIC DEVELOPMENT</i></p> <div data-bbox="225 1327 607 1530" data-label="Form"> <p>Dept # <u>6624</u> WO # <u>10056300</u> Acct # <u>921000</u> Resource # <u>1416</u> Approve: <u>mm</u> Date: <u>5/24/17</u></p> </div>			
Balance Due			\$1000.00

Custer Area Chamber of Commerce
605-673-2244 800-992-9818
www.custersd.com info@ustersd.com



Commercial Electronic Office® - Transaction Search
Date/Time Printed: 02/20/2018, 3:32 PM PST

Check 699183 - 1000.00 USD

BLACK HILLS POWER INC PO BOX 8106 RAPID CITY SD 57709	Date JUN/13/2017 WELLS FARGO 113 HOSPITAL DRIVE VAN WERT OH 43081	0000699183 56-382412 9880117363
Pay ****ONE THOUSAND AND XX/100 DOLLAR****		Pay Amount \$1,000.00**
To The Order Of	CUSTER AREA CHAMBER OF COMMERCE 415 WASHINGTON ST CUSTER SD 57710	<i>Rich King</i> Authorized Signature

732103	732103
--------	--------

Item Details

Account Number	[REDACTED]	Item Sequence Number	008181974505
Account Name	B H Power Inc.	Bank ID	241253823
Check	699183		
Amount	1000.00 USD Debit		
Status	Check Paid		
Posting Date	06/13/2017		
As of Date	06/13/2017		

Voucher # 105648

8624 ✓

Spearfish Economic Development Corporation
 106 W. Kansas St.
 Spearfish, SD 57783 US
 director@spearfishdevelopment.com
 www.spearfishdevelopment.com

Invoice

VE 62058

SPEARFISH
 Economic Development Corporation

growing business by nature

BILL TO

Black Hills Energy
 PO Box 1400
 Rapid City, SD 57709

REC'D JAN 28 2017

INVOICE #	DATE	TOTAL DUE	DUE DATE	ENCLOSED
1325 ✓	01/27/2017 ✓	\$1,000.00	02/26/2017	

ACTIVITY	QTY	RATE	AMOUNT
Sponsorship	1	1,000.00	1,000.00

Thank you for your contribution to the SEDC Annual Meeting. We greatly appreciate your support!

BALANCE DUE

✓ \$1,000.00

Remit Payment to:
 Spearfish Economic Development Corporation
 PO Box 550
 Spearfish, SD 57783

___ Check Amount Enclosed

___ Charge to my/our VISA/Mastercard:

Cardholder's Name:

Exp. Date: _____ Sec. Code: _____

Dept #	8624
WO #	10056300
Acct #	921000
Resource #	1416
Approve:	MU
Date:	2/2/17

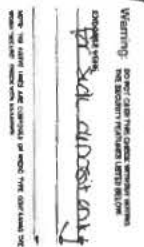


Commercial Electronic Office® - Transaction Search

Date/Time Printed: 02/20/2018, 3:30 PM PST

Check 697770 - 1000.00 USD

BLACK HILLS POWER INC PO BOX 9100 RAPID CITY SD 57709		Date: 02/16/2017	0006597770
Pay: ***ONE THOUSAND AND NO/100 DOLLAR***		WELLS FARGO 11110 PLYAL DRIVE VAN MET OH 45891	96-352413 9000111381
To The Order Of:	SPEARFISH ECONOMIC DEVELOPMENT CORP PO BOX 550 106 W KANEA SPEARFISH SD 57783	Pay Amount \$1,000.00***	
		<i>P. H. Kipf</i> Authorized Signature	



Item Details

Account Number	[REDACTED]	Item Sequence Number	006843501068
Account Name	B H Power Inc.	Bank ID	241253823
Check	697770		
Amount	1000.00 USD Debit		
Status	Check Paid		
Posting Date	02/22/2017		
As of Date	02/22/2017		

Spearfish Economic Development Corporation
106 W. Kansas St.
Spearfish, SD 57783 US
director@spearfishdevelopment.com
www.spearfishdevelopment.com

Invoice



BILL TO
Black Hills Energy
PO Box 6001
Rapid City, SD 57707-6001

INVOICE #	DATE	TOTAL DUE	DUE DATE	ENCLOSED
1369	08/28/2017	\$3,000.00	09/27/2017	

ACTIVITY

Sponsorship

SEDC Website Redevelopment Grant

Thank you for your support! We greatly appreciate you.

QTY	RATE	AMOUNT
1	3,000.00	3,000.00

BALANCE DUE

\$3,000.00

Remit Payment to:
Spearfish Economic Development Corporation
PO Box 550
Spearfish, SD 57783

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Vouchers For a Payment

Bank Name WELLS FARGO
Bank Account # ****9179
Pay Cycle ACH **Seq Num** 1803
Supplier Name SPEARFISH ECONOMIC DEVELOPMENT
Address CORP
PO BOX 550
SPEARFISH SD 57783 USA
Payment Amount 3,000.00 USD **Payment Method** ACH
Description

Back To Payment Inquiry
Pymnt Ref ID 0000023395
Accounting Date 09/08/2017
Payment Date 09/08/2017
Days Outstanding 175
Payment Clear Date
Reconcile Date 09/07/2017
Value Date 09/08/2017

Details							Personalize Find View All  				First 1 of 1 2 Last	
Business Unit	Voucher ID	Advice Seq	Advice Date	Invoice Number	Gross Paid Amount	Paid Amount	Currency	Discount Taken	Late Charge	Source		
50501	00114073	1	08/28/2017	1389	3,000.00	3,000.00	USD			Accounts Payable Vouchers		



August 14, 2017

Black Hills Energy
Attn: Jamie Hill/Mutch Usera
PO Box 1000
Rapid City, SD 57709

INVOICE

Economic Development Grant for website development

\$ 3,000.00

Please submit payment to:

Rushmore Region Alliance
c/o Ali DeMersseman, BHCED Director
PO Box 218
Sturgis, SD 57785

Dept #	8624
WO #	10056350
Acct #	921000
Resource #	1416
Approve:	MU
Date:	8/15/17

2449 ?
L
Donation

VE
#62082

March 21, 2017

Mutch Usera
Black Hills Energy
PO Box 1400
Rapid City, SD 57709

INVOICE

Sponsorship Annual Meeting of Members
March 28, 2017

\$ 700.00

*Economic Development***Please remit to:**

SEDC
PO Box 218
Sturgis, SD 57785

Dept #	8624
WO #	9991086300
Acct #	921000
Resource #	1416
Approve:	mw
Date:	3/21/17

Thank you for your commitment to our jobs, our children, and our future.

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Vouchers For a Payment

Bank Name WELLS FARGO
Bank Account # *****9179
Pay Cycle ACH **Seq Num** 1885
Supplier Name STURGIS ECONOMIC DEVELOPMENT
Address CORPORATION
PO BOX 218
STURGIS SD 57785 USA
Payment Amount 700.00 USD **Payment Method** ACH

Back To Payment Inquiry
Pymnt Ref ID 0000021557
Accounting Date 03/30/2017
Payment Date 03/30/2017
Days Outstanding 335
Payment Clear Date
Reconcile Date 03/31/2017
Value Date 03/30/2017

Description

Details

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Business Unit	Voucher ID	Advice Seq	Advice Date	Invoice Number	Gross Paid Amount	Paid Amount	Currency	Discount Taken	Late Charge	Source
60501	00107576	1	03/21/2017	03211770000-SEDC	700.00	700.00	USD			Accounts Payable Vouchers



August 23, 2017

Black Hills Energy
Attn: Mutch Usera
PO Box 1000
Rapid City, SD 57709

INVOICE

ED grant for half of SEDC's annual board retreat and
semi-annual meeting of members

\$ 350.00

Please submit payment to:

Sturgis Economic Development Corp
PO Box 218
Sturgis, SD 57785

Dept #	2624
WO #	10056300
Acct #	921000
Resource #	1416
Approve:	MU
Date:	8/25/17

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Vouchers For a Payment

[Back To Payment Inquiry](#)

Bank Name WELLS FARGO

Pymnt Ref ID 0000023323

Bank Account # *****9179

Accounting Date 08/31/2017

Payment Date 08/31/2017

Pay Cycle ACH Seq Num 1800

Days Outstanding 181

Supplier Name STURGIS ECONOMIC DEVELOPMENT

Payment Clear Date

Address CORPORATION

Reconcile Date 09/01/2017

PO BOX 218

Value Date 08/31/2017

STURGIS SD 57785 USA

Payment Amount 350.00 USD Payment Method ACH

Description

Details

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Business Unit	Voucher ID	Advice Seq	Advice Date	Invoice Number	Gross Paid Amount	Paid Amount	Currency
50501	00113921	1	08/23/2017	08231735000-SE	350.00	350.00	USD

Discount Taken	Late Charge	Source
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Accounts Payable Vouchers



November 3, 2017

Mutch Usera
Black Hills Energy
PO Box 1400
Rapid City, SD 57709

INVOICE

BHE grant to attend 2017 IEDC Annual Meeting in Toronto	\$ 1,000.00
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Please remit to:

SEDC
PO Box 218
Sturgis, SD 57785

Thank you for your commitment to our jobs, our children, and our future.

This institution is an equal opportunity provider, employer and lender.

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Vouchers For a Payment

Bank Name WELLS FARGO
Bank Account # *****9179
Pay Cycle ACH **Seq Num** 1849
Supplier Name STURGIS ECONOMIC DEVELOPMENT
Address CORPORATION
PO BOX 218
STURGIS SD 57785 USA
Payment Amount 1,000.00 USD **Payment Method** ACH
Description

Back To Payment Inquiry
Pymnt Ref ID 0000024212
Accounting Date 11/16/2017
Payment Date 11/16/2017
Days Outstanding 104
Payment Clear Date
Reconcile Date
Value Date 11/16/2017

Details

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Business Unit	Voucher ID	Advice Seq	Advice Date	Invoice Number	Gross Paid Amount	Paid Amount	Currency
50501	00116992	1	11/03/2017	110317100000-SEDC	1,000.00	1,000.00	USD

Discount Taken	Late Charge	Source
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Accounts Payable Vouchers

525 University Loop, Suite 101
Rapid City, SD 57701

Date	Invoice #
12/5/2017	596

Bill To
Black Hills Corporation

Description	Amount
Event Sponsor Annual Meeting for Black Hills Corporation/Black Hills Energy	1,000.00
	Total \$1,000.00

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Vouchers For a Payment

[Back To Payment Inquiry](#)

Bank Name WELLS FARGO

Pymnt Ref ID 0000024827

Bank Account # *****9179

Accounting Date 01/04/2018

Payment Date 01/04/2018

Pay Cycle ACH Seq Num 1881

Days Outstanding

Supplier Name GREATER RC AREA ECONOMIC DEV

Payment Clear Date 01/04/2018

Address 525 UNIVERSITY LOOP STE 101

Reconcile Date 01/05/2018

Value Date 01/04/2018

RAPID CITY SD 57701 USA

Payment Amount 1,000.00 USD Payment Method ACH

Description

Details

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Business Unit	Voucher ID	Advice Seq	Advice Date	Invoice Number	Gross Paid Amount	Paid Amount	Currency	Discount Taken	Late Charge	Source
50501	00118185	1	12/05/2017	596	1,000.00	1,000.00	USD			Accounts Payable Vouchers

MAYOR'S RIDE SPONSORSHIP AGREEMENT



This Sponsorship Agreement, herein referred to as "Agreement", is between Black Hills Power, Inc., a South Dakota corporation in good standing, herein referred to as "SPONSOR", and the City of Sturgis, herein referred to as "CITY". It is understood that SPONSOR is a for-profit enterprise focused on the Energy Utilities industry. It is also understood that CITY is the official host of the Sturgis® Motorcycle Rally™. Furthermore, it is understood for the purpose of this Agreement only, that SPONSOR and the CITY desire to enter into a Sponsorship Agreement for the Sturgis® Motorcycle Rally™.

The terms and conditions of this Sponsorship Agreement shall be as outlined below:

1. **ELEMENTS:** SPONSOR will be an Official Sponsor of all the categories and activities set forth herein, during the stated dates of the Sturgis® Motorcycle Rally™, and so designated as an Official Sponsor during the 2017, 2018, and 2019 Sturgis® Motorcycle Rallies™ and provided recognition as such in the following manner:
 - A. The SPONSOR will be an official sponsor of the annual Mayor's Ride of the Sturgis® Motorcycle Rally™, as such CITY will provide SPONSOR:
 - i. SPONSOR's logo and link displayed on the Mayor's Ride webpage on the Official Website of the Sturgis® Motorcycle Rally™.
 - ii. Two (2) VIP Mayor's Ride passes.
 - iii. Inclusion of one (1) promotional/novelty item in the Mayor's Ride gift bag. SPONSOR may provide up to five-hundred (500) promotional/novelty items to the CITY, by a predetermined deadline. Said materials are subject to the approval of the CITY.
 - iv. Recognition, as such, by the Mayor of Sturgis at the aforementioned luncheon.
 - v. SPONSOR's logo/decals displayed on all Mayor's Ride promotional materials, yet to be produced.
2. **VENUE:** The CITY shall be responsible for final performance under this Agreement and shall arrange all operational aspects of the Sturgis® Motorcycle Rally™ and sponsorship including providing security, traffic control, fire protection, sanitation and personnel to manage the Sturgis® Motorcycle Rally™. The CITY shall be responsible for providing, as required by ordinance, appropriate permits, licenses, and other evidences of permission necessary for SPONSOR to utilize the elements included in this contract.
3. **SUBSTITUTE ELEMENTS:** In the event that any element of the SPONSOR package as described in Paragraph 1 shall not be available to the CITY for use as anticipated by the CITY, CITY reserves the right to substitute a commercially reasonable alternative to that element to fulfill the contract obligation of the CITY.
4. **COMMUNICATION:** The CITY will make commercially reasonable efforts to actively communicate and promote the benefits of SPONSOR's support of the Sturgis® Motorcycle Rally™ and Sturgis community by explaining to the public the benefit to the community through the Sponsorship elements set forth in Paragraph 1 above, and by managing communications with the media.
5. **FEE:** This Agreement is for an annual Sponsorship fee of three thousand, five hundred dollars (\$3,500) for each of the 2017, 2018, and 2019 events. The total Sponsorship fee, for the 2017 event is due on or before July 24, 2017. For the year 2018 and 2019 events, one-half of each annual Fee is due on or before May 20 of each respective year, with the balance of the annual Fee due by June 15 of that calendar year. For the year 2018 and 2019 events, CITY shall provide SPONSOR with an invoice no later than thirty (30) days prior to the due date thereof. Payment shall be received at the City Finance Office, 1040 Harley-Davidson Way, Suite 103,

Sturgis, SD 57785.

6. **TERM:** This Agreement shall be for a term commencing on the date of signature of the last signing party, concluding August 31, 2019, unless otherwise amended pursuant to the terms of this Agreement.
7. **USE OF MARKS:**
 - A. The CITY will provide SPONSOR with use of Sturgis® Motorcycle Rally™ marks for advertising and promotional use, but all use must be pre-approved by the CITY. Promotional use is defined as items produced for complimentary, free and/or giveaway distribution and does not permit the sale of merchandise.
 - B. During the Term, SPONSOR grants to CITY a royalty-free, non-exclusive, non-transferable, non-assignable, "non-sub licensable" license to use SPONSOR's marks and logos in the form as provided by SPONSOR (the "SPONSOR Marks") solely in performing its obligations under this Agreement, subject in each instance to SPONSOR's prior review and approval. The SPONSOR Marks may not be revised or altered in any way, and must be displayed in the exact same form as provided by SPONSOR. SPONSOR shall retain full and exclusive ownership of the SPONSOR Marks, subject only to the licenses granted herein.
8. **OWNERSHIP OF STURGIS MARKS:** The parties agree that Sturgis® Motorcycle Rally™, Inc., is a South Dakota not-for-profit economic development corporation (hereinafter, "SMRi"), is the owner of the following trademarks and service marks, (hereinafter, the "STURGIS Marks") and all goodwill pertaining thereto:
 - A. the Sturgis® mark, subject to U.S. Reg. Nos. 3,923,284 and 4,440,406, when used in connection with goods related to the Sturgis® Motorcycle Rally™ or otherwise as set forth in the foregoing registrations;
 - B. the BLACK HILLS® mark, subject to U.S. Reg. Nos. 3,955,170 and 4,301,562, when used in connection with goods related to the Sturgis® Motorcycle Rally™ or otherwise as set forth in the foregoing registrations;
 - C. the STURGIS Composite Design Mark, subject to U.S. Reg. No. 1,948,097;
 - D. the STURGIS BIKE WEEK® mark, subject to U.S. Reg. Nos. 2,070,955, 3,825,398, 3,818,703, 3,838,171, 3,911,270, and 3,923,236;
 - E. the TAKE THE RIDE TO STURGIS® mark, subject to U.S. Reg. No. 2,698,677;
 - F. the THE LEGEND LIVES ON® mark, subject to U.S. Reg. No. 2,513,621;
 - G. the marks STURGIS MOTORCYCLE RALLY™, STURGIS RALLY AND RACES™, BLACK HILLS RALLY AND RACES™, BLACK HILLS MOTOR CLASSIC™ and BLACK HILLS CYCLE CLASSIC™.
9. **VALIDITY AND NO CONTEST, THE STURGIS MARKS:** The Parties acknowledge and agree that SMRi is the owner of all right, title and interest in and to the STURGIS Marks, each of which is live and subsisting and conveys tremendous goodwill to SMRi. SPONSOR will not oppose or contest, in any fashion, the existence, validity, enforceability or ownership of the STURGIS Marks, and agrees that the unauthorized use of any of the STURGIS Marks will result in irreparable harm to SMRi and that SMRi will be entitled to injunctive relief from any such unauthorized use. The acknowledgements provided in this paragraph survive the expiration or termination of this Agreement and they shall survive any adverse determination by any judicial or administrative authority with respect to existence, validity or enforceability of any of the STURGIS Marks.
10. **CONFIDENTIALITY:** Each party acknowledges that all material and information supplied by the other party which has or will come into receiving party's possession or knowledge in connection with its performance hereunder, is to be considered the disclosing party's confidential and proprietary information (the "Confidential Information"). By way of illustration, but not as a limitation, Confidential Information includes any software, trade secrets, processes, data, documentation, marketing plans, forecasts, unpublished financial statements, budgets, licenses, prices or costs, as well as employee and customer lists, and specifically includes both the elements provided by the CITY and any fee and other

consideration provided and/or paid by SPONSOR. CITY'S Confidential Information shall be inclusive of the aforesaid but also include its proposals, methods, and processes. Each party's undertakings and obligations under this Section will not apply to any Confidential Information which is approved for release by written authorization of the disclosing party. Failure to perform consistent with this term shall be cause for the party owed that performance to terminate this Contract. Upon termination of this Contract, or at any other time upon written request, the party giving Notice of Termination or receiving the request will promptly return to the disclosing party all notes, memoranda, notebooks, drawings, records, reports, files, and other documents (and all copies or reproductions of such materials) whether prepared by the receiving party or others, which contain Confidential Information and are in its possession or under its control. Each party acknowledges that Confidential Information is the sole property of the disclosing party. Each party agrees that disclosure of such information to, or use by, third parties, either during or after this Agreement, will cause the disclosing party irreparable damage. Each party agrees to use commercially responsible efforts to hold Confidential Information in the strictest confidence, to make use of it only for the performance of its obligations hereunder, to release it only to the receiving party's employees or contractors with a need to know such information and not to release or disclose it to any other party. Each party further agrees not to release such information to any contractor who has not signed a written agreement between the receiving party and the contractor expressly binding the contractor not to disclose the Confidential Information, except as expressly permitted in this Contract. The receiving party will immediately notify the disclosing party in writing of any circumstances within its knowledge relating to any unauthorized possession, use, or knowledge of such Confidential Information. At any time, upon written request, the receiving party will return any such information within its possession to the disclosing party. The parties further acknowledge that disclosure of this Confidential Information is also subject to the Public Record provisions of South Dakota Codified Law Chapter 1-27 and CITY ordinance.

- 11. NOTICE:** All notices or other communications required or permitted hereunder shall be in writing to the addresses below, and shall be (a) personally delivered, (b) sent by registered or certified mail, return receipt requested, or (c) sent by overnight commercial carrier, such as, among others, Federal Express. Any such notice or other communication shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, on the date of delivery as shown by the addressee's registry or certification receipt; (iii) if sent and delivered by overnight commercial carrier, one (1) business day after the date of delivery of such communication to such carrier as marked thereon, with applicable charges prepaid.

CITY:

Daniel Ainslie, City Manager
Sturgis City Hall
1040 Harley-Davidson Way, Suite 103
Sturgis, SD 57785
605-347-4422 (Telephone)
605-347-4861 (Fax)

Greg Barnier, City Attorney
Sturgis City Hall
1040 Harley-Davidson Way, Suite 103
Sturgis, SD 57785
605-347-4422 (Telephone)
605-347-4861 (Fax)

BLACK HILLS POWER, INC.:

Julio "Mutch" Usera
Sr. Program Manager - Community Affairs
Black Hills Power, Inc.
PO Box 1400
Rapid City, SD 57709
605-716-3951 (Telephone)
Mutch.Usera@blackhillscorp.com (Email)

- 12. INDEPENDENT CONTRACTOR:** The relationship between the parties is such that of independent contractors. CITY shall neither have nor exercise control over the means or methods by which SPONSOR presents or markets its activities, and nothing in this Agreement shall be construed as creating an employer-employee relationship between SPONSOR and CITY or authorizing SPONSOR to act on behalf of the CITY. Neither party shall have the authority or right legally to bind the other in contract, debt or otherwise, and neither party shall be liable for any obligation acquired or incurred by the other, except as might otherwise be provided herein.
- 13. NON-ASSIGNMENT:** This Agreement is in the nature of a personal services contract and shall not be assigned by SPONSOR without the prior written approval signed by an authorized representative of CITY.
- 14. NO THIRD PARTY BENEFICIARY RIGHTS:** Except as otherwise specifically provided herein, this Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.
- 15. NON-WAIVER:** No waiver by either party of any breach or default hereunder will constitute a waiver of any preceding or subsequent breach or default.
- 16. MUTUAL WARRANTIES:** Each Party (as the "Warranting Party") warrants and represents to the other Party that:
- A. Authorization. The Warranting Party duly and validly executed and delivered this Agreement.
 - B. Enforceability. This Agreement constitutes the valid and binding obligation of the Warranting Party and is enforceable against the Warranting Party in accordance with its terms.
 - C. No Conflict. The Warranting Party's performance under this Agreement in a timely and complete manner will not violate, or be materially or adversely impaired by, any of the following: (i) any other contract or agreement binding on the Warranting Party; (ii) any law, regulation, or order of any court or government or governmental agency or instrumentality binding on or affecting the Warranting Party; or (iii) any pending or threatened litigation or administrative proceeding.
- 17. INSURANCE AND CERTIFICATE OF GOOD STANDING:** Throughout the Term, SPONSOR shall maintain, at its sole cost and expense, with a financially responsible insurer, Comprehensive General Liability Insurance. Such insurance shall have a limit of liability of \$2,000,000 per each occurrence (Combined Single Limit). Such insurance shall include a Broad Form Comprehensive General Liability endorsement, the contingent liability of contractors and shall include contractual liability covering the provisions of this Agreement. Such insurance shall name The City of Sturgis, its respective employees, directors, officers, agents, and licensees as additional insured on a primary and non-contributing basis. Following execution of this Agreement and by July 15, 2017, and also by January 10, 2018, SPONSOR or its broker or insurers shall provide the CITY of STURGIS with certificates of insurance evidencing such coverage is in full force and effect. The Insurance certificate shall state that the insurance policies may not be materially modified or canceled without giving thirty (30) days advance written notice to certificate holder. SPONSOR shall also provide to CITY by that July date a copy of a CERTIFICATE OF GOOD STANDING for BLACK HILLS CORPORATION from the South Dakota Secretary of State. SPONSOR acknowledges and agrees that as a result of this Agreement, the CITY has no liability or responsibility for any loss, damage or injury to any property of the SPONSOR or to any of its employees.
- 18. CITY INSURANCE:** At its sole cost and expense, the CITY shall procure and maintain continuously throughout the Term of this Agreement insurance coverage through the South Dakota Public Assurance Alliance (SDPAA), a risk retention group formed under the Laws of the State of South Dakota for public entities of the State of South Dakota, occurrence type municipal general liability coverage and official's liability coverage with limits of \$2,000,000 combined single limit per occurrence.

- 19. INDEMNITY:** SPONSOR shall defend, indemnify, and hold harmless the CITY, its affiliates, subsidiaries, licensees, successors and assigns, and the respective owners, mayor, city manager, council members, officers, directors, agents and employees of CITY each from and against all liability, actions, claims, demands, judgments, penalties, fines, losses, property damage, other injuries (including but not limited to bodily injury, death, personal injury or mental anguish), or damages (including without limitation, reasonable attorneys' fees, expenses, court costs, expert fees) (collectively "Claims") to the extent it is adjudicated such Claims are directly caused by: (a) the non-performance of SPONSOR obligations hereunder following notice and failure to cure; (b) SPONSOR's breach or alleged breach of any of its representations and/or warranties set forth in this Agreement; (c) negligence or misconduct by SPONSOR, its agents, employees, or independent contractors; (d) any materials, products or services offered or supplied by SPONSOR hereunder; and (e) any claim of infringement of a third party's intellectual property rights by CITY due to its use of SPONSOR's Trademarks as contemplated by this Agreement.
- 20. CITY INDEMNITY:** The CITY shall defend, indemnify, and hold harmless the SPONSOR against all Claims to the extent it is adjudicated such Claims are caused by or arising out of: (a) the CITY'S obligations under this Agreement; (b) CITY'S breach of any of its representations and/or warranties set forth in this Agreement; (c) negligence or misconduct by CITY, its agents, or employees; (d) any claim of infringement of a third party's intellectual property rights by SPONSOR due to their use of CITY'S Trademarks as authorized by this Agreement.
- 21. CHOICE OF COUNSEL:** The Indemnified Parties will have the right, at their own cost and expense, to choose and select their own counsel and assume their own defense in connection with any action or proceeding to which the indemnification, hold harmless or defense obligations of this Section would be applicable. This Indemnification section is independent of SPONSOR's insurer's agreement to waive its right of subrogation and shall be in full force and effect whether or not an agreement with SPONSOR's insurer to waive its right of subrogation is reached, enforce, or enforceable.
- 22. ACT OF GOD:** If a delay or failure in performance is claimed by either party as a result of an Act of God, the party seeking to change its performance as a result thereof shall immediately notify the other party, stating what was the Act of God event and how it is claimed to affect performance otherwise owed by that party. An Act of God event is agreed by the parties to be a natural disaster, act of war or like occurrence. A party claiming that an Act of God event has occurred shall act diligently to overcome and remove the effects of the event.
- 23. DEFAULT:** The occurrence of any of the following shall constitute a default under this contract:
- A. The failure of either Party to provide the elements or make the payment as required by this contract.
 - B. The violation of or failure to perform any of the Warranties of this contract.
 - C. The violation of or failure to perform any other material provision or requirement of this contract that is not corrected within fifteen (15) calendar days after written notice of the violation or failure to perform is given.
 - D. The insolvency or bankruptcy of either Party.
 - E. The subjection of any property of either Party to any levy, seizure, assignment, application or sale for or by any creditor or government agency.
- 24. TERMINATION:** This agreement may be terminated for Cause and either Party may terminate this Agreement, by giving fifteen (15) calendar days written notice of termination to the other, upon the occurrence of any of the following events:
- A. The failure of either Party to provide the elements or make the payments as required by this contract.
 - B. A party breaches any of its material obligations under this Agreement and does not cure the breach within fifteen (15) calendar days after the non-breaching Party gives written notice describing the breach in reasonable detail.

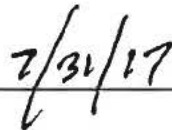
- C. A party dissolves or liquidates or otherwise discontinues substantially all of its business operations.
 - D. Either party violates or otherwise fails to perform any of the Warranties of this contract.
 - E. Either party is in Default under this contract, as defined above.
- 25. LIMITATION OF DAMAGES:** The Parties agree that in the event that SPONSOR does not receive the elements which the CITY is to provide in this agreement, the sole remedy for SPONSOR shall be recovery of any fee paid to CITY, as defined herein. In no event shall the CITY be liable to SPONSOR for any Special, Direct, Indirect or Consequential damages, including but not limited to lost profits, lost revenue, economic loss however measured, nor for any damage or injury to any property of SPONSOR nor any of its officers, employees, agents or contractors, however claimed to be attributable to or related to accident, theft, fire, or any other cause whatsoever, regardless of whether the parties have knowledge of the possibility of such claimed loss or damages and regardless whether the claim is made as a Breach of Contract, Breach of Warranty, in Tort or otherwise. The only warranties by the CITY are those specifically set forth in this Agreement and such limited warranties are in place of any and all other warranties, express or implied.
- 26. SURVIVAL:** The provisions of the Use of Marks, Confidentiality, Construction and other sections as described in Paragraphs 7 through 10, 19, 20 and 27 herein shall survive the expiration or termination of this Agreement.
- 27. CONSTRUCTION, JURISDICTION AND VENUE:** This contract shall be governed by and construed in accordance with the laws of the State of South Dakota. All controversies, disputes and claims arising out of, or connected with, this Agreement, including a determination of the alleged breach of or enforcement of any of its terms or conditions, or any other dispute, claim, or controversy arising out of this agreement, shall be brought exclusively in the Circuit Court for the State of South Dakota, Fourth Judicial Circuit, Meade County, South Dakota. Consistent with the requirements of SDCL 9-14-17 the original of this lease shall be on file in the City Finance office.
- 28. SEVERABILITY:** In the event that any term, condition or covenant contained in this Agreement is held to be invalid, any such invalidity shall not affect the validity and enforceability of any other term, condition, or covenant contained herein, so long as the terms which remain in force shall allow the parties to accomplish the purpose of this agreement.
- 29. MODIFICATION:** Any changes, modifications or revisions to the terms of this Agreement must be in writing and signed by both parties.
- 30. ENTIRE AGREEMENT:** This written Agreement and all of its provisions shall be considered the complete agreement of the parties relating to the matters set forth therein. This contract contains the terms of the entire contract between the parties and replaces and supersedes all prior agreements, negotiations, and representations, written or oral, relating to the subject matter hereof, notwithstanding any oral representations or other writings to the contrary. The parties specifically understand and agree that upon execution of this Agreement any and all prior agreements in effect on the subject matter herein shall be terminated and extinguished and shall be of no further force or effect between the parties.

DATED this _____ day of _____, 2017

SPONSOR



Julio "Mutch" Usera
Sr. Program Manager - Community Affairs
Black Hills Power, Inc.



Date

CITY OF STURGIS

Daniel Ainslie, City Manager

Date

CITY OF STURGIS - WITNESS

Fay Bueno, City Finance Officer


Date




Commercial Electronic Office® - Transaction Search


Date/Time Printed: 02/20/2018, 3:34 PM PST


Check 700665 - 3500.00 USD

BLACK HILLS POWER INC PO BOX 8106 RAPID CITY SD 57709		Date: Oct/13/2017 WELLS FARGO 113 HOSPITAL DRIVE VAN WERT SD 57081	0000700665 5638411 980011203
Pay: ****THIRTEETHOUSAND FIVE HUNDRED AND 00/100 DOLLAR****		Pay Amount: \$3,500.00***	
To: Mr Order ID	CITY OF STURGIS 1049 BARLEY DAVIDSON WAY STURGIS SD 57785		
			









Item Details

Account Number		Item Sequence Number	008484422009
Account Name	B H Power Inc.	Bank ID	241253823
Check	700665		
Amount	3500.00 USD Debit		
Status	Check Paid		
Posting Date	10/17/2017		
As of Date	10/17/2017		
Additional Item Details	0000003 +000000000684697 VAN REF#: 0000008484422009		

Date

Invoice No. 1234

Southern Hills Economic Development Corporation

To

Julio "Mutch" Usera

*Sr. Program Manager-
Community Affairs &
Economic Development*

BLACK HILLS ENERGY

*PO Box 1400 / Rapid
City, SD 57709*

Ship To

SHEDCO

PO Box 154 Hot
Springs SD 57747

Quantity	Description	Unit Price	Total
1	Grant for operational costs for Economic Development	\$5,000.00	\$5,000.00
Subtotal			
Sales Tax			
Shipping & Handling			
Total Due			\$5,000.00

Due upon receipt

Thank you for your business!

Southern Hill Economic Development Corporation

Tel 605-745-3551

PO Box 154
Hot Springs SD
57747

www.southernhillssdevelopment.com
edshedco@gmail.com





Commercial Electronic Office® - Transaction Search
Date/Time Printed: 02/20/2018, 3:36 PM PST

Check 701418 - 5000.00 USD

BLACK HILLS POWER INC PO BOX 9106 RAPID CITY SD 57709		Date: Dec/18/2017	0000701418
		WELLS FARGO 115 HOSPITAL DRIVE VAN WERTON 58571	36-382/112 9800117202
Pay: *****THOUSAND AND 00/100 DOLLAR *****		Pay Amount \$5,000.00***	
To The Order Of: SOUTHERN HILLS ECONOMIC DEVELOPMENT CORP PO BOX 154 HDT SPRINGS SD 57747		<i>Phil King</i> Authorized Signature	

[Redacted]

WARNING: DO NOT SIGN THIS CHECK WITHOUT FIRST
VERIFYING THE SECURITY FEATURES LISTED BELOW.

For Deposit Only
S.H. Power Inc.
Phil King
S.H. Power Inc. Treasurer

Item Details

Account Number	[Redacted]	Issue Date	12/18/2017
Account Name	B H Power Inc.	Payee	SOUTHERN HILLS ECONOMIC DEVELOPMENT CORP
Check	701418		
Amount	5000.00 USD Debit		
Status	Check Paid	Item Sequence Number	008285789047
Posting Date	01/03/2018	Bank ID	241253823
As of Date	01/03/2018		
Additional Item Details	0000007 +000000000345460 VAN REF#: 0000008285789047		

Volume # 10592

V# 74904

January
17th

Invoice No. 1611

Black Hills Energy

8121
10056300
Act # 921000
Resource # 1416
Approve: MV
Date: 2/2/17

Quantity	Description	Unit Price	Total
1	SHEDCO marketing campaign	5000.00	
Subtotal			
Sales Tax			
Shipping & Handling			
Total Due			5000.00

Thank you for your investment in economic growth!!

Southern Hill Economic Development Corporation

Tel 605-745-3551

PO Box 154
Hot Springs SD
57747

www.southernhilssdevelopment.com
edshedco@gmail.com



VE 749104

Invoice No. 1612

Economic Development

100 # 0624
 100 # 10050300
 Act # 921000
 Resource # 7416
 Approve: *MU*
 Date: *2/2/17*

Quantity	Description	Unit Price	Total
1	Sponsorship of SHEDCO 2017 annual banquet	500.00	
Subtotal			
Sales Tax			
Shipping & Handling			
Total Due			500.00





ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

BLACK HILLS POWER INC
PO BOX 8106
RAPID CITY SD 57709

Date: Feb/15/2017

WELLS FARGO
119 HOSPITAL DRIVE
VAN WERT OIL 43991

0000697837

36382412

000117242

Pay Amount
\$5,500.00***

Pay
*****FIVE THOUSAND FIVE HUNDRED AND XX/100 DOLLAR *****

To The
Order Of

SOUTHERN HILLS ECONOMIC DEVELOPMENT CORP
PO BOX 134
HOT SPRINGS SD 57747

Rich Kizly
Assistant City and Regional Mgr



Account Number		Item Sequence Number	008481260186
Account Name	B H Power Inc.	Bank ID	241253823
Check	697837		
Amount	5500.00 USD Debit		
Status	Check Paid		
Posting Date	02/23/2017		
As of Date	02/23/2017		

Southern Hills Future Foundation

PO Box 154

Hot Springs, SD 57747

Invoice

Date	Invoice #
10/4/2017	2017-01

Bill To

Black Hills Energy
Attn: Mutch Usera
PO Box 1400
Rapid City, SD 57709

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	2017 pledge	15,000.00	15,000.00
Total			\$15,000.00



Commercial Electronic Office® - Transaction Search
Date/Time Printed: 02/20/2018, 3:35 PM PST

Check 700810 - 15000.00 USD

BLACK HILLS POWER INC. PO BOX 8105 RAPID CITY SD 57709		Date: 01/15/2017	0000700810
		WELLS FARGO HS INDUSTRIAL DRIVE VAN VERT SD 57581	96312412 980037365
Pay	***FIFTEEN THOUSAND AND XXVUSD DOLLAR***		Pay Amount \$15,000.00***
To The Order Of	SOUTHERN HILLS FUTURE FOUNDATION PO BOX 154 HOT SPRINGS SD 57447		
		<i>Rich Kigly</i> Authorized Signature	

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Item Details

Account Number	[REDACTED]	Item Sequence Number	008586553889
Account Name	B H Power Inc.	Bank ID	241253823
Check	700810		
Amount	15000.00 USD Debit		
Status	Check Paid		
Posting Date	11/03/2017		
As of Date	11/03/2017		
Additional Item Details	0000002 +000000000755203 VAN REF#: 0000008586553889		

Southern Hills Economic Development Corporation
PO Box 154
Tel 605-745-3551 Cell 605-890-0338

**SOUTHERN
HILLS**
ECONOMIC DEVELOPMENT

INVOICE 003

12.27.2017

BILL TO

Black Hills Energy/
Black Hills Corp.
PO Box 1400
Rapid City, SD 57709

INSTRUCTIONS

Sponsorship of annual banquet

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Sponsorship of SHEDCO annual banquet	500.00	500.00


SUBTOTAL 500.00

SALES TAX

SHIPPING & HANDLING

TOTAL \$ 500.00

Date/Time Printed: 02/28/2018, 8:44 AM PST
Check 701621 - 500.00 USD

BLACK HILLS POWER INC PO BOX 8106 RAPID CITY SD 57709	Date Jan05/2018 WELLS FARGO 113 HOSPITAL DRIVE VAN NEAT OH 43881	0000701621 56382411 900013241 Pay Amount 5500.00***
FIVE THOUSAND AND NO HUND DOLLAR		
To The Order Of: SOUTHERN HILLS ECONOMIC DEVELOPMENT CORP PO BOX 154 HOT SPRINGS SD 57717		
		







Item Details

Account Number		Issue Date	01/05/2018
Account Name	B H Power Inc.	Payee	SOUTHERN HILLS ECONOMIC DEVELOPMENT CORP
Check	701621		
Amount	500.00 USD Debit		
Status	Check Paid	Item Sequence Number	008287596287
Posting Date	01/17/2018	Bank ID	241253823
As of Date	01/17/2018		
Additional Item Details	0000014 +000000000283884 VAN REF: 0000008287596287		