#### **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





#### Item Details

Account Number

Account Name

Check

Amount

Status

Posting Date

As of Date

Additional Item Details

9600117262

B H Power Inc.

701082

2500.00 USD Debit

**Check Paid** 11/27/2017

11/27/2017

0000006

+000000000269173

**VAN REF#:** 

0000008787046821

Item Sequence Number Bank ID



## 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

Payments/Credits

\$0.00

Description			Amount
Annual Meeting & Tourism Summit Sponsorship - (Table of 8)  Thank You For Your Sponsorship!	REC'D OCT 2	<b>4</b> 2017	500.00
	T	otal	\$500.00



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

#### Check 701016 - 500.00 USD





#### Item Details

Account Number

Account Name Check

Amount

Status Posting Date

As of Date

Additional Item Details

9600117262

B H Power Inc.

701016

500.00 USD Debit

Check Paid 12/13/2017

12/13/2017

0000005

+000000000125213

VAN REF#:

0000008384546364

Issue Date Payee

Item Sequence Number

Bank ID

11/14/2017

BLACK HILLS BADLANDS & LAKES ASSOCIATION

008384546364



bucher 1065.15

## Invoice

DATE INVOICE #

1/3/2017

8803

### "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

### BILL TO:

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

<b>建</b> 加州。	DESCRIPTION	AMOUNT
2017 Giant Vision Spons	sorship	5,000.00

ECONOMIC DEVELOPMENT

Dept #_	R629
WO #_I	0056300
Acct #_	921000
Resourc	e # 1413
Approve	i mu
Date:	3/1/17

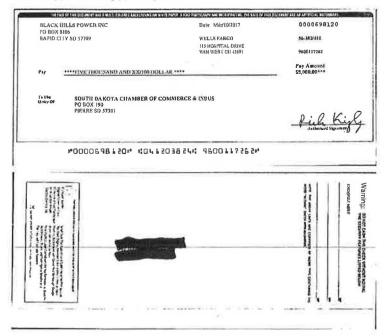
TOTAL

\$5,000.00



### Commercial Electronic Office® - Transaction Search Date/Time Printed: 02/20/2018, 3:31 PM PST

#### Check 698120 - 5000.00 USD



#### Item Details

Account Number

Account Name

Check

**Amount** 

Status

Posting Date

As of Date

9600117262

B H Power Inc.

698120

5000.00 USD Debit

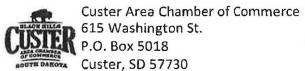
**Check Paid** 

03/15/2017

03/15/2017

Item Sequence Number

Bank ID





Bill To	
Black Hills Energy	
External Affairs Dept.	
PO Box 1400	1
Rapid City, SD 57709	

## Invoice

Date	Invoice #			
5/19/2017	3407			

Description	Quantity	Rate	Amount
Hospitality Training-Platinum Sponsor-Keystone Hospitality Training-Platinum Sponsor-Hill City		500.00 500.00	500.00 500.00
Dept # 602 f WO # 10056 300 Acct # 921000 Resource # 1416 Approve: www Date: \$\frac{13417}{}			
	Balance	Due	\$1000.00

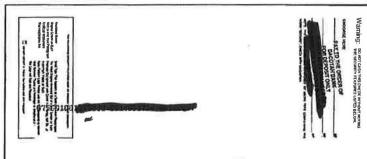
Custer Area Chamber of Commerce 605-673-2244 800-992-9818 www.custersd.com info@custersd.com



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

#### Check 699183 - 1000.00 USD





#### Item Details

**Account Number** 

Account Name

Check

Amount

Status

Posting Date

As of Date

9600117262

B H Power Inc.

699183

1000.00 USD Debit

**Check Paid** 

06/13/2017

06/13/2017

Item Sequence Number Bank ID

8624

Spearfish Economic Development Corporation 106 W. Kansas St. Spearfish SD 57783 US

Spearfish, SD 57783 US director@spearfishdevelopment.com www.spearfishdevelopment.com

Invoice

12 02059



growing business by nature

**AMOUNT** 

1,000.00

\$1,000.00

BILL TO
Black Hills Energy
PO Box 1400
Rapid City, SD 57709

REC'D JAN 28 2017

INVOICE#	/	DATE	7	TOTAL DUE	DUE DATE	ENCL	OSED
1325 🗸		01/27/2017		\$1,000.00	02/26/2017		·

**ACTIVITY** QTY RATE 1 1,000.00 Sponsorship Thank you for your contribution to the SEDC Annual Meeting. We greatly **BALANCE DUE** appreciate your support! 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:

Dept # 2609 WO # 10056300 Acct # 921000 Resource # 1916 Approve: MU Date: 2/7/17

Sec. Code:

Exp. Date:



# Commercial Electronic Office® - Transaction Search Date/Time Printed: 02/20/2018, 3:30 PM PST

#### Check 697770 - 1000.00 USD



#0000697770# 4041203824# 960011726 2#



#### Item Details

Account Number

Account Name Check

Amount

Amount

Posting Date
As of Date

9600117262

B H Power Inc.

697770

1000.00 USD Debit

Check Paid 02/22/2017 02/22/2017 Item Sequence Number

Bank ID

#### 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 #

1369

DATE

08/28/2017

TOTAL DUE \$3,000.00

DUE DATE

09/27/2017

**ENGLOSED** 

ACTIVITY

Sponsorship

SEDC Website Redevelopment Grant

Thank you for your support! We greatly appreciate you.

**BALANCE DUE** 

RATE AMOUNT

3,000.00

QTY

3,000.00

\$3,000.00

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

											Help   Pe	rsonalize Pa	age   📆
Vouchers F	or a Payn	nent											
					Back To Payment Inqu	alry							
Bank Name	WELLS FAR	30			Pymnt Ref ID	0000023395							
Bank Account #	*****9179				Accounting Date	09/08/2017							
					Payment Date	09/06/2017							
Pay Cycle	ACH 8	Seq Num 180	3		Days Outstanding	175							
Supplier Name	SPEARFISH	ECONOMIC DEV	ELOPMENT		Payment Clear Date								
Address	CORP				Reconcile Date	09/07/2017							
	PO BOX 550				Value Date	09/06/2017							
	SPEARFISH	SD 57783	USA										
Payment Amount		3,000.00 USD	Payment M	ethod ACH									
Description						(P)							
Details							Person	allze   Find	View All		First	1 of 1	Last
Business Vous	her ID Advice Seq	Advice Date	Invoice Number	Gross Paid Amount	Paid Amount Curre	ncy Disc Take	count en	Late Charge	Source				
50501 0011	4073 1	08/28/2017	1369	3,000.00	3,000.00 USD				Accounts F	ayable Voi	chera		





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:

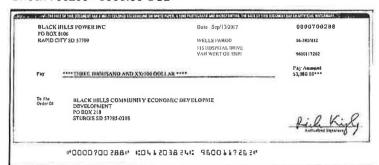
Rushmore Region Alliance c/o Ali DeMersseman, BHCED Director PO Box 218 Sturgis, SD 57785

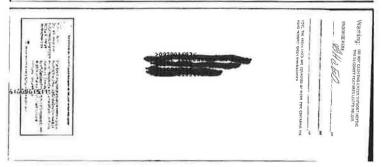
Dept # 662 / WO # 1005 63 bo
Acct # 921000
Resource # 1416
Approve: 6/15/17
Date: 6/15/17



### Commercial Electronic Office® - Transaction Search Date/Time Printed: 02/20/2018, 3:34 PM PST

#### Check 700288 - 3000.00 USD





#### Item Details

Account Number

Account Name

Check

Amount

Status

Posting Date

As of Date

Additional Item Details

9600117262

B H Power Inc.

700288

3000.00 USD Debit

**Check Paid** 

09/15/2017

09/15/2017

0000004

+000000000442874

**VAN REF#:** 

0000008281615605

Item Sequence Number

Bank ID



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

Please remit to:

SEDC

PO Box 218

Sturgis, SD 57785

Dept # 8624 WO # 9991056300

Economic Development

Resource #\_ Approve:\_\_\_

Date:\_\_

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

							3	Help   Personalize P	age   📶
Vouchers F	or a Payme	nt							
				Back To Payment Inq	ulry				
Bank Name	WELLS FARGO			Pymnt Ref ID	0000021557				
Bank Account #	*****9179			Accounting Date	03/30/2017				
				Payment Date	03/30/2017				
Pay Cycle	ACH Sec	Num 1885	5	Daye Outstanding	335				
Supplier Name	STURGIS ECON	OMIC DEVEL	OPMENT	Payment Clear Date					
Address	CORPORATION	ĺ		Reconcile Date 03/31/2017					
	PO BOX 218			Value Date 03/30/2017					
	STURGIS	SD 57785	USA						
Payment Amount	7	700.00 USD	Payment Method ACH						
Description					(D				
Details						Person	nalize   Find   V	lew All   💷   🟢	First
Business Vous	her ID Advice Seq	Advice Date	Involce Number	Gross Paid Amount	Paid Amount Currency	Discount Taken	Late s Charge	ortice	
50501 0010	7576 1	03/21/2017	03211770000-SEDC	700.00	700.00 USD		A	ccounts Payable Vo	uchers



August 23, 2017

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

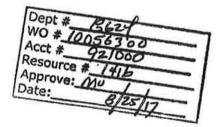
## **INVOICE**

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



								Help   Personal	ize Page   🗔
Vouchers F	or a Paym	ent							
				Back To Payment In	nquiry				
Bank Name	WELLS FARO	SO		Pymnt Ref (	D 0000023323				
Bank Account #	*****9179			Accounting Date	e 08/31/2017				
				Payment Dal	e 08/31/2017				
Pay Cycle	ACH 8	seq Num 180	00	Days Outstandin	g 181				
Supplier Name	STURGIS EC	ONOMIC DEVE	LOPMENT	Payment Clear Date					
Address	CORPORATION	ON		Reportite Date 09/01/2017					
	PO BOX 218			Value Date 08/31/2017					
	STURGIS	9D 57785	USA						
Payment Amount		350.00 USD	Payment Method ACH						
Description					(5)				
Details						Perso	nalize   Find	View All   🗵   🔣	First ! 1
Business Vou	oher ID Advice Seq	Advice Date	Invoice Number	Gross Paid Amount	Paid Amount Currency	Discount Taken	Late Charge	Source	
50501 001	13921 1	08/23/2017	08231735000-SE	350.00	350.00 USD			Accounts Payable Vo	uchers



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

Please remit to:

SEDC PO Box 218 Sturgis, SD 57785

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

\/b	D	-4					ŀ	Help   Personali	ze Page	ī
Vouchers F	or a Payme	nt								
				Back To Payment Inqu	ulry					
Bank Name	WELLS FARGO			Pymnt Ref ID	0000024212					
Bank Account #	****9179			Accounting Date	11/16/2017					
				Payment Date	11/16/2017					
Pay Cycle	ACH Seq	Num 184	9	Days Outstanding	104					
Supplier Name	STURGIB ECON	IOMIC DEVEL	LOPMENT	Payment Clear Date						
Address	CORPORATION			Reconcile Date						
	PO BOX 218			Value Date	11/16/2017					
	STURGIS	SD 57785	USA							
Payment Amount	1,0	00,00 USD	Payment Method ACH							
Description			441							
Details						Person	alize   Find	View All   💷	E F	irat
Business Vouc	ther ID Advice Seq	Advice Date	invoice Number	Gross Paid Amount	Paid Amount Currency	Discount Taken	Late Charge	Source		
'50501 0011	6992 1	11/03/2017	110317100000-SEDC	1,000.00	1,000 00 USD			Accounts Paya	ble Vouch	ers

### Greater RC Area Economic Dev. Corp.

525 University Loop, Suite 101 Rapid City, SD 57701

I	n	V	0	i	Ω
ı		A	V	ı	G

Date	Invoice #
12/5/2017	596

Bill To		
Black Hills Corpor	ation	
	94	

Description		Amount
vent Sponsor Annual Meeting for Black Hills Corporation/Black Hills Energy		1,000.0
	ľ	
	1	
	1	
1	Total	\$1,000.0

									Help   Per	rsonalize Page	e   료
Vouchers F	or a Pay	ment									
					Back To Payment Inqu	uiry					
Bank Name	WELLS FA	RGO			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 ECO	NOMIC DEV		Payment Clear Date	01/04/2018					
Address	525 UNIVE	RSITY LOOP	STE 101		Reconcile Date	01/05/2018					
					Value Date	01/04/2018					
	RAPID CIT	Y 9D 577	01 USA								
Payment Amount		1,000.00 Us	D Payment M	ethod ACH							
Description						(3)					
Details	Y:						Personaliza   Find	View All   🗗   🏨	First	1 1 of 1	Last
Business Vouc	her ID Advi	Advice D	te Invoice Number	Gross Paid Amount	Paid Amount Curre	oncy Disco		Source			
50501 0011	8185 1	12/05/20	17 596	1,000 00	1,000.00 USD			Accounts Payable Vo	ouchers		

## 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 Rallys™ 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:
    - SPONSOR's logo and link displayed on the Mayor's Ride webpage on the Official Website of the Sturgis<sup>®</sup> 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.
    - SPONSOR's logo/decal 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)

#### **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)

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

- 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.

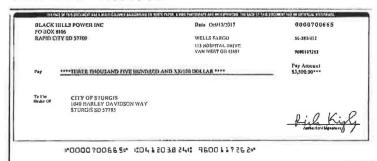
DATED this	46	. 2017
JAIFIJING	day of	. /() /

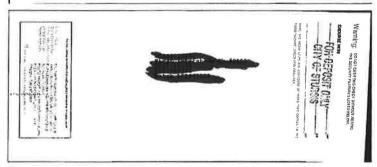
SPONSOR	CITY OF STOREIS
Shitm L	
Julio "Mutch" Usera	Daniel Ainslie, City Manager
Sr. Program Manager - Community Affairs	
Black Hills Power, Inc.	
7/31/17	
Date /	Date
	CITY OF STURGIS - WITNESS
	Fay Bueno, City Finance Officer
	Date



### Commercial Electronic Office® - Transaction Search Date/Time Printed: 02/20/2018, 3:34 PM PST

#### Check 700665 - 3500.00 USD





#### Item Details

Account Number

Account Name

Check **Amount** 

Status

Posting Date

As of Date

Additional Item Details

9600117262

B H Power Inc.

700665

3500.00 USD Debit

**Check Paid** 10/17/2017 10/17/2017

0000003

+000000000684697

VAN REF#:

0000008484422009

Item Sequence Number

Bank ID

## **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

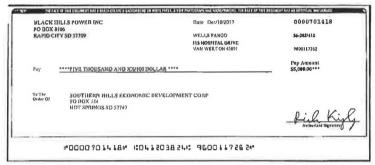
PO Box 154 Hot Springs SD 57747 www.southernhilssdevelopment.com edshedco@gmail.com

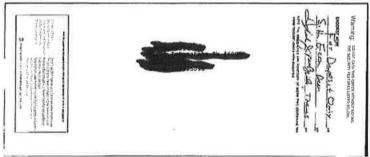




### Commercial Electronic Office® - Transaction Search Date/Time Printed: 02/20/2018, 3:36 PM PST

#### Check 701418 - 5000.00 USD





#### Item Details

Account Number

**Account Name** 

Check

Amount

Status

Posting Date

As of Date

Additional Item Details

9600117262

B H Power Inc.

701418

5000.00 USD Debit

**Check Paid** 

01/03/2018

01/03/2018

0000007

+00000000345460

VAN REF#:

0000008285789047

Issue Date Payee

Item Sequence Number

Bank ID

12/18/2017

**SOUTHERN HILLS** 

**ECONOMIC** 

**DEVELOPMENT CORP** 

008285789047



12274904

## Januaury 17th

## Invoice No. 1611

Black Hills Energy



Quantity	Description	Unit Price	Total
1	SHEDCO marketing campaign	5000.00	
	Subtotal		
	Sales Tax		
	Shipping & Handling		· · · · · · · · · · · · · · · · · · ·
	Total Due		5000.0

Thank you for your investment in economic growth!!

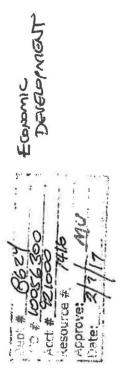
## Southern Hill Economic Development Corporation



## January 24th 2017

# Invoice No. 1612

Black Hills Energy



Quantity	Description	Unit Price	Total
1	Sponsorship of SHEDCO 2017 annual banquet	500.00	
	Subtotal		
	Sales Tax		
	Shipping & Handling		
	Total Due		500.0

Thank you for your investment in economic growth!!

**Southern Hill Economic Development Corporation** 

Tel 605-745-3551

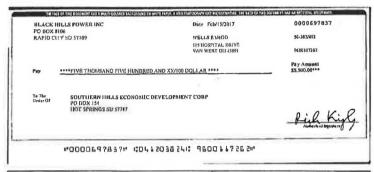
PO Box 154 Hot Springs SD 57747 www.southernhilssdevelopment.com edshedco@gmail.com





# Commercial Electronic Office® - Transaction Search Date/Time Printed: 02/20/2018, 3:31 PM PST

#### Check 697837 - 5500.00 USD





#### Item Details

**Account Number** 

Account Name

Check

Amount

Status

Posting Date

As of Date

9600117262

B H Power Inc.

697837

5500.00 USD Debit

**Check Paid** 

02/23/2017

02/23/2017

Item Sequence Number Bank ID

## Southern Hills Future Foundation

PO Box 154 Hot Springs, SD 57747

## Invoice

Date	Invoice #
10/4/2017	2017-01

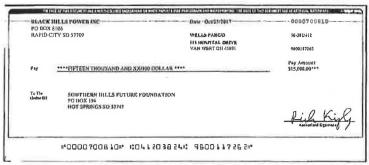
Bill To	
Black Hills Energy Attn: Mutch Usera PO Box 1400 Rapid City, SD 57709	

Quantity	Description		Rate	Amount
	2017 pledge		15,000.00	15,000.00
	Se			
	¥5.			
,	# · · · · · · · · · · · · · · · · · · ·			
,				
			* .	
* * *				
Sy.		· ·	Total	\$15,000.00



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

#### Check 700810 - 15000.00 USD





#### Item Details

Account Number

Account Name

Check

Amount

Status

Posting Date

As of Date

9600117262

B H Power Inc.

700810

15000.00 USD Debit

**Check Paid** 

11/03/2017

11/03/2017

Additional Item Details

0000002

+00000000755203

**VAN REF#:** 

0000008586553889

Item Sequence Number Bank ID

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



## INVOICE 003

12.27.2017

**BILL TO** 

**INSTRUCTIONS** 

Black Hills Energy/ Black Hills Corp. PO Box 1400 Rapid City, SD 57709 Sponsorship of annual banquet

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

SUBTOTAL 500.00

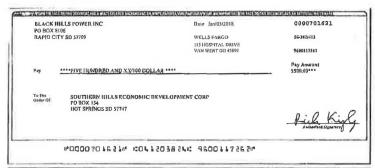
SALES TAX

SHIPPING & HANDLING

TOTAL \$ 500.00



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





#### Item Details

Account Number

Account Name

Check

**Amount** 

**Status** 

**Posting Date** 

As of Date

9600117262

B H Power Inc.

701621

500.00 USD Debit

**Check Paid** 

01/17/2018

01/17/2018

Additional Item Details

0000014

+000000000283884

**VAN REF#:** 

0000008287596287

Issue Date

Payee

Item Sequence Number Bank ID

01/05/2018

**SOUTHERN HILLS** 

**ECONOMIC** 

**DEVELOPMENT CORP** 

008287596287