

**MITCHELL RECREATION CENTER AND OUTDOOR AQUATIC CENTER
AGREEMENT FOR EMPLOYEE MEMBERSHIPS**

THIS AGREEMENT (“Agreement”) by and between Lifequest, a South Dakota nonprofit company with a registered agent address of 804 N Mentzer Street, Mitchell, SD 57301, (“Purchaser”) and the City of Mitchell, 612 N Main Street, Mitchell, South Dakota 57301 (“City”) (collectively hereinafter the “Parties”).

RECITALS

WHEREAS, City operates the Mitchell Recreation Center and Outdoor Aquatic Center and offers memberships thereto to individuals for accessing these facilities; and

WHEREAS, Purchaser is interested in making an advance purchase of memberships for all of Purchaser’s employees as well as their employee’s eligible significant others and/or families; and

WHEREAS, the proposed advance purchase is of a nature which does not currently fit any established rate structure for the facilities.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Recitals Incorporated. The above recitals are true and accurate as written and are incorporated into this Agreement by this reference.
2. Payment. Purchaser agrees to pay to City a single lump sum payment in the amount of \$350,000 which will be designated towards City’s Park and Recreation Department. Purchaser shall make this payment to City on September 1, 2022.
3. Term. This Agreement shall become effective September 1, 2022 and shall terminate on August 31, 2026.
4. Benefits. City will provide memberships to the Mitchell Recreation Center and Outdoor Aquatic Center to Purchaser’s employees at no cost to the employee. The membership provided to a participating employee may be an individual, couples, or family membership as the same are offered to the general public.
5. Initial Enrollment Period. Purchaser shall require Purchaser employees wishing to obtain a membership to do so within the first 30 days of the term. Following this initial enrollment period, Purchaser employees may sign up individually.

6. Terms of Memberships. All memberships claimed pursuant to this Agreement shall not extend beyond the termination of this Agreement or the termination of the employee from Purchaser's service, whichever occurs earlier. Purchaser shall notify City if any employee provided a membership pursuant to this Agreement leaves employment with Purchaser. In that event, such former employee's membership shall terminate. If that former employee wishes to maintain their membership, they may do so in the same manner and upon the same rates as the general public.
7. Modification. This writing accurately sets forth the agreement between the Parties and this Agreement may only be amended in writing signed by both Parties.
8. Further Acts. Each party shall, at the request of the other, execute, acknowledge (if appropriate), and deliver whatever additional documents, and do such other acts, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.
9. Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person, including Purchaser's employees. Any action to enforce the terms of this Agreement shall solely be between Purchaser and City to the express exclusion of any other third party.
10. Counterparts. This Option Agreement may be executed in counterparts, each of which so executed shall be deemed to be original, and such counterparts shall together constitute but one and the same agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

CITY:

City of Mitchell

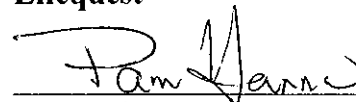
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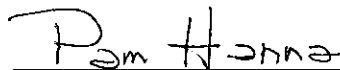
Date

PURCHASER:

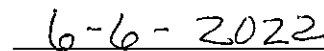
Lifequest



Pam Hanna, Executive Director



Printed Name



Date