

**AN AGREEMENT RELATING TO  
THE USE OF the Simulated Reality Program and the equipment OWNED  
BY Sioux Empire Safety Village (SESV) and Vern Eide Motorcars.**

THIS AGREEMENT (the "Agreement") is made by and between Sioux Empire Safety Village, Vern Eide Motorcars and \_\_\_\_\_, located at \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as "Renter").

NOW, THEREFORE, the parties agree as follows:

1. Equipment/Term:

SESV, in consideration of the satisfactory performance of the terms and conditions of this Agreement, and representative for Vern Eide Motorcars, for scheduling the use of Driver Simulators, hereby grants to Renter the right to use the Driving Simulators (hereinafter referred to as the "Equipment"), during the following dates/times:

- a. From \_\_\_\_\_ am/pm on \_\_\_\_\_, 20\_\_
- b. to \_\_\_\_\_ am/pm on \_\_\_\_\_, 20\_\_

2. Rights and Responsibilities of Renter:

Renter shall have the following rights, privileges and responsibilities:

- a. Use of the Equipment during the dates/times agreed upon above, including pick-up from and return to SESV;
- b. Payment of the fees and expenses set forth in section 4 below; and
- c. Provide completed evaluation forms, surveys, and participant information along with the return of the equipment. These forms and participant information are due to SESV within 1 month of rental. If participant information is not provided in excel format or by the online links, a \$50 fee will apply.

3. Rights and Responsibilities of SESV:

SESV shall have the following rights, privileges and responsibilities:

- a. Ensure the Equipment is available at the dates/times agreed upon above;
- b. Provide trained SESV personnel to instruct Renter regarding proper use of the Equipment prior to Renter's use; and
- c. Provide a promotional and educational program to supplement the Equipment rental.

4. Direct Expenses:

SESV's contract with the South Dakota Office of Highway Safety will cover some direct costs for the use of the simulators for the remainder of the contract year. However, a local match is required. There is a 3 day minimum and 2 week maximum usage time limit. The direct costs to the Renter will be as follows:

In-state schools:

Full-Size Simulators: \$50 per day, \$150 minimum, \$200 for 1<sup>st</sup> week (saves \$50), \$350 for 2 weeks (saves \$150)

Table-top Simulators: \$25 per day, \$75 minimum, \$100 for 1<sup>st</sup> week (saves \$25), \$150 for 2 weeks.

Out-of-state schools/All Businesses:

Full-Size Simulators: \$75 per day, \$225 minimum, \$350 for 1<sup>st</sup> week (saves \$25), \$600 for 2 weeks (saves \$150)

Table-top Simulators: \$50 per day, \$150 minimum, \$200 for 1<sup>st</sup> week (saves \$50), \$400 for 2 weeks (saves \$100)

This cost will be billed as soon as SESV receives the signed contract with a 30-day term. Contract year ends September 30, 2015. Please note future costs may vary depending on our grant availability and local match requirements.

5. Care of Equipment:

Renter shall take the necessary steps to assure that Renter, its employees, agents, representatives, guests and invitees shall not injure, mar, or in any way deface the Equipment, nor cause or permit anything to be done whereby said Equipment shall be in any manner injured, marred or defaced.

6. Profit from user by Renter:

The simulators shall not be used for the purpose of gaining profit by renter. Renters are allowed to recover cost of use through fees to those who use the simulators.

7. Indemnification/Hold Harmless:

Renter shall indemnify and hold SESV, Vern Eide Motorcars and the State of South Dakota harmless of and from any and all loss, damage or injury to any person or persons, or property, arising from or connected with the Equipment or Renter's use thereof. Renter further agrees to waive all claims against SESV on account of any loss, damage, or injury from whatever cause which may occur to Renter or its employees, agents, representatives, guests and invitees in the use said Equipment, the giving of this waiver being part of the consideration upon which this Agreement is based. Renter further agrees to indemnify SESV for any damage done to the Equipment during Renter's use of the same.

8. Insurance:

Renter agrees to obtain and/or maintain at its own cost and expense public or commercial liability insurance in the sum of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 combined limit; Renter shall further name SESV as an additional insured on such policy, and at the time of the execution of this Agreement, shall furnish SESV with a copy of said policy or a certificate that such insurance has been issued.

9. Taxes:

A tax-exempt certificate is required to be submitted to avoid sales tax. A copy of the certificate will need to be provided to SESV. Without the certificate, applicable sales tax will be charged.

10. Signatures:

The individuals signing below represent that they have been given authority to bind their respective parties, and by their signature below, agree that the parties will comply with the terms and conditions of this Agreement.

**Sioux Empire Safety Village "SESV"**

**"RENTER"**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_