



Event Committee Meeting Meeting Agenda

September 25, 2025

1. **ROLL CALL**
2. **APPROVAL OF MINUTES**
 - a. [a.](#) Approval of August 28, 2025 minutes.
3. **OLD BUSINESS**
 - a. Recap of end of August/September Events: Fair in the Square, Motorsports Arenacross Race, Jeep Jamboree, Black Hills Veterans March, Deadwood Jam.
4. **NEW BUSINESS**
 - a. [a.](#) Parts Unlimited Discussion.
 - b. [b.](#) Approve Special Event Application changes.
 - c. [c.](#) Approve Event Complex Rental and Use Agreement changes.
 - d. [d.](#) Approve Event Complex Use Guidelines and Information changes.
5. **REFUNDS**
 - a. Days of '76 Rodeo - July 20-26, 2025 - \$1,5550.00. Continued from August 28.
 - b. Motorsports Arenacross Race - September 6 - \$2,350.00
 - c. Jeep Jamboree - September 18-20 - \$1,150.00.
 - d. Black Hills Veterans March - September 19-20 - \$1,000.00.
6. **UPCOMING EVENTS**
 - a. Lead Deadwood High School Homecoming Parade - September 26 - Street closure.
 - b. Oktoberfest - October 3-4 - open container in zone 1 and 2, street closure, waiver of banner fee.
 - c. Parts Unlimited Dealer Ride - Use of public property at Event Complex.
 - d. Wild West Songwriters Festival - October 16-18 - open container.
 - e. Deadweird - October 24-25 - open container in zone 1 and 2, street closure and use of public property at Event Complex on October 31 for Trunk and Treat.
 - f. Chace Wedding - October 25 - use of Event Complex.

7. **OPEN DISCUSSION**

8. **MEETING ADJOURNMENT**

- a. Next meeting will be Thursday, October 30, 2025 at 10:00 a.m.

CITY OF DEADWOOD EVENT COMMITTEE

Roll Call:

The City of Deadwood Event Committee met Thursday August 28, 2025 in the Century Room in City Hall. Sharon Martinisko called the meeting to order at 10:00 a.m. Present were Sharon Martinisko, Randy Adler, Jesse Allen, Joel Ellis, Justin Lux, Cory Percy, Tom Riley, Bobby Rock, Cory Shafer, Rose Speirs, Lornie Stalder, and Misty Trehwella.

Absent was Michelle Fischer and Destiny Maynard.

Also present was Tyler Martin, Amanda Kille, Mike Runge, Michelle Pierce, Erin Walker.

Approval Of Minutes:

Minutes of the meeting on June 26, 2025, were approved by Mr. Rock, second by Mrs. Speirs; motion carried unanimously.

Old Business:

1. Recap of June Events: No issues with the events.

2. Recap of July Events:

Days of '76 Rodeo – Mr. Adler said there is damage and deposit will be held until meeting with Days of '76 Committee members.

3. Recap of August Events:

Rally Rides – Chief Shafer stated next year during these rides, there will have to be a better understanding that DOT will not be allowing the right-of-way or escorts for all of them. He stated parking was under anticipated with the number of bikes. He believes communication will need to be held to identify the first and last rider.

Kool Deadwood Nites – Chief Shafer stated all services were down from last year, however parking complaints doubled from last year. Mr. Stalder addressed vendors need to be added to the event applications. He also addressed other issues dealing with Parks and Public Works Departments. Mrs. Martinisko stated staff are working on creating a monthly vending list that will be turned in monthly. Discussion was held concerning garbage and bathrooms.

New Business:

1. Thrashin Supply Company – August 5. Held public hearing on July 31. No action needed.

2. Tusk Concert – August 29. Held public hearing August 18. No action needed.

3. Lead Deadwood Futbol Club – August 29 – October 30, 2025. Request to waive 45-day requirement.

Mrs. Martinisko questioned the use of Event Complex instead of Baseball Field. Mr. Martin stated that is a misprint. Discussion was held concerning restrooms and tournaments. Mr. Allen moved to approve and recommend to city commission, seconded by Mr. Rock; motion carried unanimously.

4. **Deadwood Lead 76ers Swim Team Practice – September 22, 2025 through July 31, 2026.**
Mr. Adler stated no issues, use of 2 lanes, 3 lanes when available. Mrs. Speirs to approve and recommend to city commission, seconded by Mr. Adler, motion carried unanimously.
5. **Lead Deadwood High School homecoming Parade – September 26, 2025.**
Mr. Allen stated DOT permit will be needed. Discussion was held concerning permit with DOT. Chief Shafer will reach out to the school concerning permit. Mr. Allen moved to approve with condition of DOT permit and recommend to city commission, seconded by Mr. Stalder; motion carried unanimously.
6. **Oktoberfest – October 2-3, 2025. Public hearing set for September 2.**
Mr. Allen spoke about the event, requesting open container and street closure. Mrs. Speirs moved to approve and recommend to city commission, seconded by Mr. Adler; motion carried unanimously.
7. **Wild West Songwriters Festival – October 16-18, 2025. Public hearing set for September 2.**
Mr. Allen spoke about the event, requesting open container. Mrs. Speirs moved to approve and recommend to city commission, seconded by Mr. Stalder; motion carried unanimously.
8. **Deadweird – October 24-25, 2025. Public hearing set for September 2.**
Mr. Allen spoke about the event, requesting open container, street closure and use of public property at Event Complex for Trunk or Treat. Mr. Rock moved to approve and recommend to city commission, seconded by Mr. Ellis; motion carried unanimously.
9. **Kringle Crawl – December 12-13, 2025.**
Mr. Allen spoke about the event, requesting open container. Mr. Stalder moved, to approve and recommend to city commission, seconded by Mr. Rock; motion carried unanimously.
10. Mrs. Martinisko asked all 2026 applications be continued until the 2026 updated application is approved by the Commission. Mrs. Speirs moved to continue all 2026 applications, seconded by Mr. Stalder; motion carried unanimously. Michelle Piece asked when the applications will be back to the committee. Mrs. Martinisko stated plan on November or December. Discussion was held concerning dates for 3-Wheeler Rally.

Refunds:

1. **Monsters of Destruction. – June 28-29, 2025 - \$2,350.00.**
Mr. Adler moved to approve the refund, seconded by Mr. Rock; motion carried unanimously.
2. **3-Wheeler Rally – July 6-11, 2025 - \$2,350.00.**
Mr. Allen moved to approve the refund, seconded by Mr. Stalder; motion carried unanimously.
3. **Days of '76 Rodeo – July 20-26, 2025 \$2,350.00.**
Mr. Ellis moved to continue, seconded by Mr. Allen; motion carried unanimously.
4. **Days of '76 Steer Roping – August 15-17, 2025 - \$2,350.00.**
Mr. Rock moved to approve the refund, seconded by Mr. Stalder; motion carried unanimously.

5. **Kool Deadwood Nites – August 19-24, 2025 - \$1,000.00.**

Mr. Stalder moved to approve the refund, seconded by Mr. Adler; motion carried unanimously.

Upcoming Events:

1. Mustang Rally – August 28, 2025 – street closure.
2. Tusk Concert – August 29, 2025 – open container, street closure.
3. Fair in the Square – September 4-6, 2025 – street closure.
4. Motorsports Arenacross Race – September 6, 2025 – open container at Event Complex and waiver of user fees.
5. Jeep Jamboree – September 18-20, 2025 – use of public property at Event Complex.
6. Black Hills Veterans March – September 19-20, 2025 – open container and use of Event Complex.
7. Deadwood Jam – September 19-20, 2025 – open container, street closure, waiver of banner and vending fees. Discussion was held concerning street closure on Main Street from Main Street to Deadwood to Pine Street. Mrs. Martinisko suggested a code red be sent out to Burnham and Library districts.
8. 27th Annual Mickelson Trail Trek – September 21, 2025 – use of public property.
9. Lead Deadwood High School Homecoming Parade – September 26, 2025.

Open Discussion:

Mr. Rock stated during Kool Deadwood Nites there was a weather forecaster from the National Weather Service and would be willing to be stationed in Deadwood during other events.

Mr. Runge spoke about the Vintage Baseball Game. Mrs. Martinisko suggested the Chamber be involved and be added to the Special Events Resolution.

Mr. Allen thanked City staff for their help during Kool Deadwood Nites and other events. Mr. Stalder thanked the Chamber and Outlaw Square staff for everything as well as city departments.

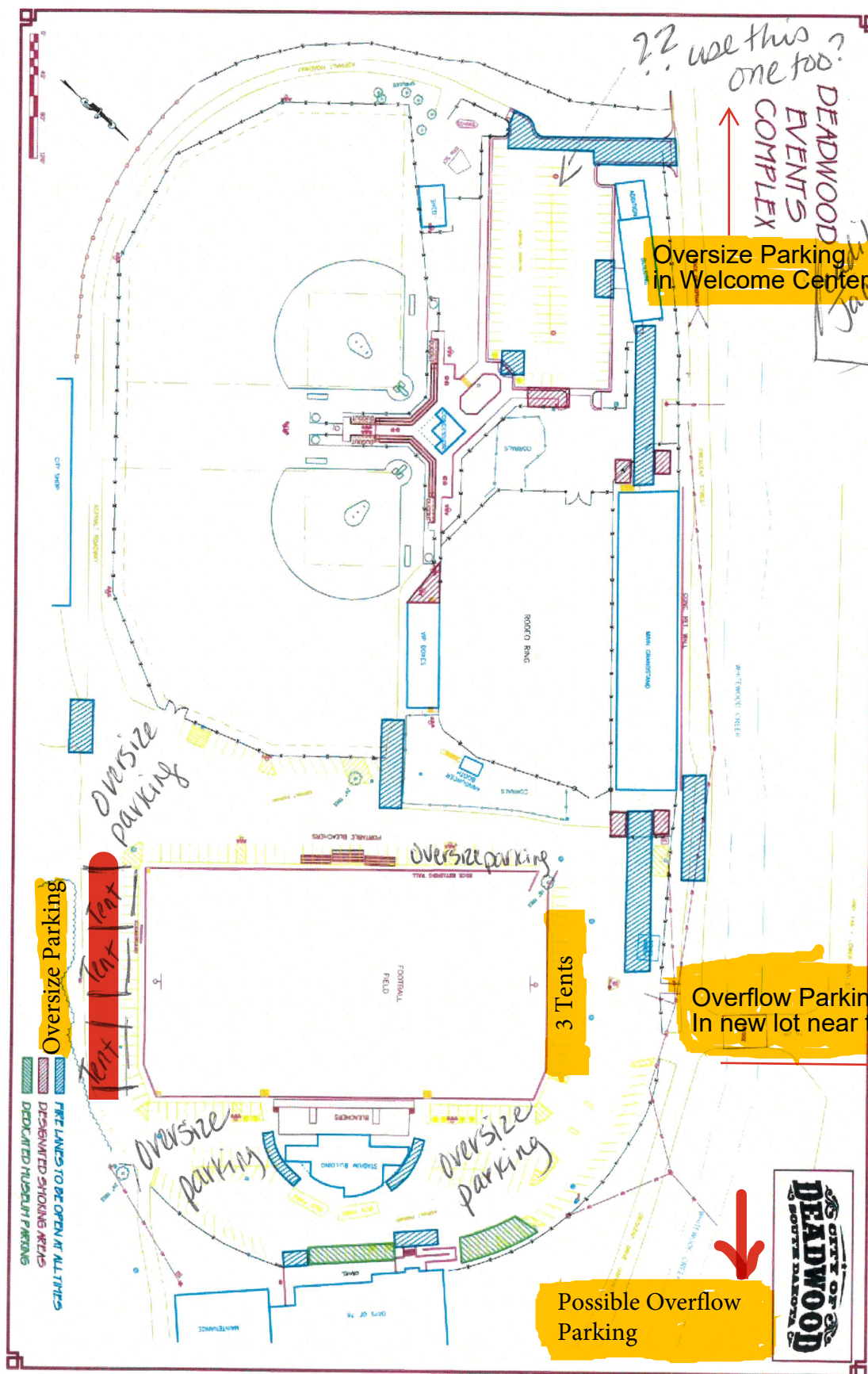
Discussion was held concerning 2026 August Events and School starting.

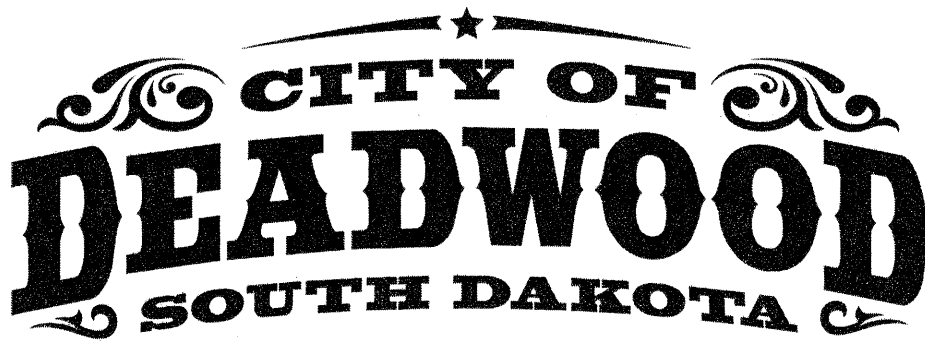
Mr. Riley stated trolley ridership during Kool Deadwood Nites was 14,281.

Mr. Stalder thanked the Chamber and Outlaw Square staff for their help during street closures.

Meeting Adjournment:

With no further business for the committee to consider, Mr. Rock moved to adjourn, second by Mr. Stalder. The next Event Committee meeting will be **Thursday, September 25, 2025 at 10:00 a.m.**





Event Complex Rental and Use Agreement

Event: Parts Unlimited Dealer Ride

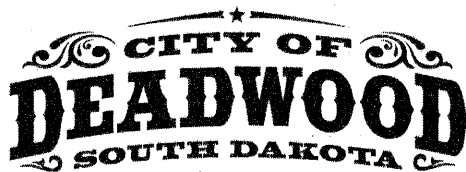
Date of Event: October 11-15, 2025

The City of Deadwood has contracted with the Deadwood Chamber of Commerce and Visitors Bureau for the management and coordination of the Deadwood Event Complex. As an applicant for rental and use of any portion of the Deadwood Event Complex, you are required to contact the Chamber for coordination and assistance in the submittal of this application to the City. The Chamber can be contacted at the following address:

Deadwood Chamber of Commerce
501 Main Street
Deadwood, SD 57732
605-578-1876

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Parts Unlimited Dealer Ride

Contact Information:

Name of Applicant: Lisa Reif

Business/Organization: LeMans Corporation dba/Parts Unlimited

Mailing Address: PO Box 5222

City, State Zip: Janesville WI 53547

Business Phone: 608-741-5350

Cell Phone: _____

Email Address: lreif@parts-unltd.com

Dates Event Complex requested:

Set up Date(s): 10/11/25 Hour(s): 8AM - overnight

Event Date(s): 10/12 - 10/15/25 Hour(s): continuous

Clean-up Date(s): 10/15/25 Hour(s): departure

Approximate number of people who will attend: 160

I am applying to use the:

(Please check property requested)

- ☐ Ticket Booth
- ☐ Main Grandstand Concession
- ☐ Crow's Nest
- ☒ Main Grandstand Restrooms
- ☐ VIP Grandstand
- ☐ Baseball Field(s)
- ☐ Baseball Field Restrooms
- ☐ Ferguson Field Restrooms
- ☐ Arena and Corral Areas
- ☐ Venue Seating
- ☒ Parking Lots
- ☐ Pyrotechnics
- ☐ Open Container

Office use Only
Key #
Key #
Key #
Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: Parts Unlimited Dealer Ride

Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website:
www.cityofdeadwood.com or by calling (605) 578-2082.

- 1) Deadwood Codified Ordinance - Chapter 8.12 – Noise. This ordinance must be adhered to. A violation of this ordinance could be grounds for refusing future rental requests.
- 2) Deadwood Codified Ordinance – Title 5 – Business License. This ordinance may apply.

Additional contacts:

Names & contact number of event representatives or sub-contractors (i.e. security, refuge, etc.):

Name: N/A Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Deadwood Event Complex Rental and Use Agreement

Renter Type: ☐ For-Profit ☒ Private ☐ Non-Profit ☐ Government

(Check One) *Categories above defined in the Complex Guidelines and Information Sheet*

Rental Fees:

	Event Complex Facilities	Parking Lots Only	Baseball Fields Only
Private	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
Non-Profit	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
For Profit	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	\$500 / Day	\$400 / Day	\$300 / Day
Government Agencies	No charge	No charge	No charge

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge for each ticket sold or pay the facility use fee. Surcharge includes 1 day of setup and event days. Events requiring additional set up/tear down days will be charged half the daily rental rate. The City of Deadwood has a ticket surcharge, which is set and amended by resolution. The City Of Deadwood reserves the right to apply the rental fees regardless of the ticket surcharge.

Rental Fees subject to change. Fees and deposits waived for Lead Deadwood School Activities.

Damage Deposit (Refundable): \$1,250.00 minimum (no alcohol) or \$2,500.00 minimum (serving alcohol), which includes a \$250.00 non-refundable administrative fee. There will be an additional fee of half of the Event Complex Rental rate fee taken out of the deposit if anyone arrives prior to the set up date and time.

Key Deposit (One Key or All Keys) (Refundable): \$100.00

A cleaning/trash removal fee (Non-Refundable) of \$250.00 PER DAY applies for Event Complex. If additional bathrooms at Ferguson Field or the Ball Bark are needed, a fee of \$125.00 per day for each location applies.

A Streaming Fee of \$200.00 PER DAY applies IF USED.

Tent Rental, which is set and amended by resolution:

10' by 10' Set up and take down.....\$200.00
 20' by 30' Set up and take down.....\$400.00
 20' by 40' Set up and take down.....\$600.00

Deposit and Fees must be received before application can be approved.

City reserves the right to bill for additional fees if damages exceed deposit amount.

Please read the Use Guidelines for cancellation and reservation policies.

<u>Fees</u>		<u>Request to Waive</u>	<u>Refundable Deposits</u>
Event Complex Facilities	\$ _____	<input type="checkbox"/>	Key Deposit \$100.00
Add'l Set-up/Tear Down	\$ _____	<input type="checkbox"/>	Damage Deposit \$1,250.00
Baseball Fields	\$ _____	<input type="checkbox"/>	
Parking Lots Only	\$1,000.00	<input type="checkbox"/>	Total Deposits \$1,350.00
Tent 5 3	\$1,800.00	<input type="checkbox"/>	
Event Complex Cleaning			Alcohol Fee (Pg 18)
And Trash Removal	\$250		(\$100.00 per day) \$ _____
Cleaning/Ferguson/Baseball	\$ _____		
Streaming	\$ _____		
Total Fees	\$2,800.00		
	\$3,050		

Organization: LeMans Corporation dba/Parts Unlimited

Signature: *Calley Rannum*

Date: *4-1-25*

LeMans Corp

Parts Unlimited Dealer Ride - October 11-15	Fees	Request to Waive	Notes
Event Complex Facilities			
Add'l Setup/Tear Down			
Baseball Fields			
Parking Lots Only	\$ 1,000.00		
Tent X 3	\$ 1,800.00		
Event Complex Cleaning/Trash	\$ 250.00		
Cleaning of Baseball Field Restrooms			
Cleaning of Ferguson Field Restrooms			
Streaming			
Total Fees	\$ 3,050.00		
Minus Request to Waive			Paid w/deposit of \$1350

Acknowledgement of Use Rules and Regulations

1. The user assumes responsibility for damage to the rented building(s) and/or area(s) and its amenities during the time of usage, including any time rented for set-up and clean-up. Any property damaged beyond normal wear and tear may be replaced or repaired at the option of City of Deadwood at the user's expense. Liability will be the actual repair or replacement cost and will not be limited to the damage & cleaning deposit.

Initials KS

2. In the event there is damage to the Event Complex or its amenities, City of Deadwood or its appointed agent will notify the undersigned user of the nature and extent of the damage. City of Deadwood will provide an appraisal of the repair or replacement within 30 days of the event. Refund will be discussed at the next event committee meeting, which is the last Thursday of each month. If approved, refund will be issued after the City Commission meeting on the 1st or 3rd Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials KS

3. The user agrees to leave the building and grounds in as good or better condition at the end of the event. Any additional clean-up required after the event will be billed to the user at a rate of \$100.00 per hour per person required to perform the work.

Initials KS

4. A concessionaire is provided for approved special events at the Deadwood Event Complex based on the size of the event and the needs of the event organizer. The concessionaire has a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$250) dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.

Initials KS

5. The user is responsible for removal of trash and placing it in a dedicated area. All trash must be bagged.

Initials KS

6. I understand and agree: (Please Check Box for your Acknowledgement)

- ☒ The person in charge of the event must be in attendance at all times during the event. I have read & signed the Alcohol Policy form.
- ☒ All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Event Complex or enter other buildings.
- ☒ The person in charge must keep the guests off the Football Field unless granted permission to use from the Deadwood City Commission for the event.
- ☒ Smoking on City property, including the Event Complex, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette on any City property.
- ☒ If the fire alarms sound, the person in charge will instruct all guests to evacuate to a safe distance

outside the building(s) until such time as the Fire Department allows re-entry.

- ☒ The person in charge will not allow anyone to interfere with the fire alarm system.
- ☒ All vehicles must be parked in designated parking areas. No vehicles are to be parked in the Fire Lanes surrounding the buildings.
- ☒ The event representative understands and agrees to immediately pay for any damage or cleaning that exceeds the deposit amount.
- ☒ If decorations are used, only painter's tape (low adhesive) can be used on any surfaces. No holes may be made in Event Complex property. Renter must remove all decorations and attachments.
- ☒ No alterations can be made to the buildings or grounds without the express permission of City of Deadwood. This includes, but is not limited to, installation of equipment, installation of wiring, cable or other devices or any alteration of the building.
- ☒ All exits cannot be blocked during the event.
- ☒ Unless otherwise specified by the City Commission, all events must end by 10:00 p.m. Sunday – Thursday and 11:00 p.m. Friday – Saturday. Any event permitted may be required to have security present.
- ☒ Noise that may cause inconvenience, annoyance or alarm to others is not permitted. Any event that generates excessive noise must take place between the hours of 7:00 a.m. – 10:00 p.m. only and must comply with Noise Regulations found in the City of Deadwood Codified Ordinance.
- ☒ In case of an emergency, such as a fire, dial 911. In the case of a non-emergency, the Deadwood Police Department number is (605) 578-2623 and the Deadwood Fire Department number is (605) 578-1212.
- ☒ In case of issues related to the Event Complex during off business hours such as electrical problems, wastewater issues, lighting problems, property related issues, etc. contact Lawrence County Dispatch at (605) 578-2230. The proper authority will be dispatched to remedy the problem. If the problem occurs during business hours (7am-4pm M-F) contact the Deadwood Public Works Department at (605) 578-3082.

Initials KS

7. Outdoor/Animal Events: (Check Acknowledgement)

- ☒ Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
- ☒ Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

Initials KS

****Local Non-Profits may be available to assist. If hiring a contractor, contractor must have proof of insurance and contractor's license.**

Insurance and Liability

Overview:

When city facilities are used by the general public for special events which pose a high risk of injury (e.g. outdoor recreational activities or athletic events), a signed Waiver of Liability, Indemnification, and Medical Release should be required of each participant.

The waiver form should not be significantly modified. It has been written to comply with a 1994 Supreme Court decision, which stated:

- Pre-injury releases are much more likely to be deemed valid and enforceable when they are written on a separate document--that is, not imbedded in an application, rental agreement or sign-up sheet;
- Unless the intention of the parties is expressed in unmistakable language, an exculpatory clause will not be deemed to insulate a party from liability for his own negligent acts...what the law demands is that such provisions be clear and coherent; and
- The more inherently dangerous or risky the recreational activity, the more likely that an anticipatory release will be held valid.

The form can and should be modified to specifically identify the activity involved. In the case of a particularly dangerous activity, the level of risk involved should also be stated. For example, it may not be sufficient to name the activity "motorcycle stunts." The release form should specify the level of difficulty of the stunts.

NOTE:

High risk activities warrant the use of either a Facilities Use Agreement which requires the user to carry liability coverage, or participant liability waivers, or both. The process of determining when to require insurance of the user and/or when to require signed waivers of participants can be a difficult one. Unfortunately, with the wide variety of activities, events and facilities across City government, there is no way to establish a standard policy to specifically address all cases. Please contact the City of Deadwood's Safety Director for guidance at 605-578-2082.

The following pages include:

- Facilities Use Agreement Indemnification and Insurance Clause
- Event Sponsor Release and Indemnification Agreement
- Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment
- Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment for Minor(s)

Facilities Use Agreement Indemnification and Insurance Clause

User agrees to indemnify and hold the City, and its officers, agents and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the use of the facilities described herein. It is the intention of the parties that the City, and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries, either in person or property.

User expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the facilities pursuant to this agreement and agrees to pay the City for all damages caused to the facilities resulting from user's activities hereunder.

User represents that its activities, pursuant to this agreement, will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. User acknowledges that the City has no duty to and will not provide supervision of the activity.

User shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Five days prior to commencement of this Agreement, User shall furnish the City with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and provide that such insurance shall not be canceled, except on 30 days' prior written notice to the City. The City Commission reserves the right to require additional commercial general liability insurance necessary to protect the interests of the City.

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: LeMans Corporation dba/Parts Unlimited

Name: Kathy Sommervold

Title: Event Manager

Signature: Kathy Sommervold

Date: 4-1-25

LeMans Corp

Event Sponsor – Release and Indemnification Agreement

This is a Release of Liability Indemnification Agreement. Special Events Holder must read carefully before signing.

In consideration for being permitted to engage in the following special event activities on Deadwood property (describe in detail):

Parking lots around football field for oversized truck/trailer parking and parking lots near football endzone with tents. We will set up a vendor row with vendor booths for our attendees. More visual with swag being handed out. No buying or selling.

Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that the above described activities may be dangerous and do or may involve risks of injury, loss of damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

Initials KS

- B. If required by this paragraph, we agree to require each participant in our special event to execute a RELEASE AND INDEMNIFICATION AGREEMENT for ourselves and for Deadwood, on a form approved by Deadwood. Contact Deadwood Parks, Recreations and Events Director for determination: 605-578-2082.

Participant Release and Indemnification required? YES _____ NO X

Initials KS

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to Deadwood, for the duration of the above described activities.

Initials KS

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risk of injury, loss or damage to us or any other related third party arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials KS

- E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge Deadwood, its officers, and its employees, from any and all claims, demands and actions for such injury, loss, or damage arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials KS

- F. We Further agree to defend, indemnify, and hold harmless Deadwood, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims and demands, including any third party claim asserted against Deadwood, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss of damage, or any other kind of loss of any kind whatsoever, which arises out of or are in any way related to the above described activities. Whether or not caused by our act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials KS

- G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said agreement extends to all acts, omission, negligence, or other fault of Deadwood, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as permitted by the laws of the State of South Dakota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Initials KS

- H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of South Dakota, and that jurisdiction and venue for any suit of cause of action under this agreement shall lie in the courts of Lawrence County, South Dakota.

Initials KS

- I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are full discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

Initials KS

IN WITNESS THEREOF, THIS **RELEASE AND INDEMNIFICATION AGREEMENT** is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

Organization: LeMans Corporation dba/Parts Unlimited

Name: Kathy Sommmervold

Title: Event Manager

Signature: Kathy Sommmervold

Date: 4-1-25

LeMans Corp.

Not Applicable

Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment

By my signature below, I acknowledge that I am aware of, appreciate the character of, and voluntarily assume the risks involved in participating in:

By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:

1. Waive any claim or cause of action against and release from liability the City of Deadwood, its officers, employees, and agents for any liability for injuries to my person or property resulting from my participation in the activity listed above;
2. Agree to indemnify and hold harmless the City of Deadwood, its officers, employees and agents for any claims, causes of action, or liability to any other person arising from my participation in the activity listed above; and
3. Consent to receive any medical treatment deemed advisable during my participation in the activity listed above.

I have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment, and fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and indent my signature to be complete and unconditional release of liability to the greatest extend allowed by law.

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Not Applicable

Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment

By our signatures below, we acknowledge that we are aware of, appreciate the character of, and voluntarily assume the risks involved in participating:

By our signatures below, on behalf of ourselves, our heirs, next of kin, successors in interest, assigns, personal representatives, and agents, we hereby:

1. Waive any claim or cause of action against and release from liability the City of Deadwood its officers, employees, and agents for any liability for injuries to person or property resulting from participation in the activity listed above;
2. Agree to indemnify and hold harmless the City of Deadwood, its officers, employees, and agents for any claims, causes of action, or liability to any other person arising from participation in the activity listed above;
3. Consent to receive any medical treatment deemed advisable during participation in the activity listed above; and
4. Acknowledge that we are signing below as a minor child and as the parent or legal guardian of the minor child named below.

I have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment, and fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and indent my signature to be complete and unconditional release of liability to the greatest extend allowed by law.

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

*Building Rental Rules only apply if the event is utilizing the grandstands, crow's nest, or ticket booth.

In addition to the rental agreement, the following rules are in force:

- No fog machine or similar device may be used in the buildings as they will set off the smoke alarms.
- No alcohol is allowed on any portion of the Event Complex unless consent has been given by City of Deadwood, and the Alcohol Policy has been signed and approved.
- No nails, staples, or tacks to be put on any City property. Painter's tape (low adhesive) is allowed.
- All decorations must be flame retardant in accordance with fire code.
- All exit lights must remain uncovered and visible.
- Handicapped area in the main grandstands must remain clear, no standing or blocking the walkway.
- No smoking is allowed on any city property, except designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette or other smoking equipment on city property.
- At 10:00 p.m., music must be shut off or turned down so it cannot be heard outside of the Event Complex.
- Propane usage allowed with City of Deadwood's prior consent.
- Clean up after your event, including but not limited to:
 - Sweep floors & mop spills and wipe down countertops
 - Empty trash in building & dispose of in receptacles outside
 - Take down any and all decorations and remove tape
 - Pick up trash within the entire Event Complex
- Deposit will be returned after the Event Complex is inspected. The deposit is available for return after the inspection and no deficiencies have been reported.

I have read and understand these rules.

Organization: LeMans Corporation dba/Parts Unlimited

Name: Kathy Sommervold

Title: Event Manager

Signature: Kathy Sommervold
LeMans Corp

Date: 4-1-25

Event Complex Parking Requirements

*Event Complex Parking rules and requirements apply to all parking used within the Complex, as well as the parking in immediate adjacent properties.

The following rules are in force:

- A parking plan must be submitted as an attachment to this application and include the following information:
 1. Estimated attendance including Staff, spectators, and/or participants
 2. Parking Lots requested and location of proposed attendants
 3. Detailed drawing of proposed traffic flow and access; both pedestrian and vehicular
- Parking assistance required for events that use parking lots for spectators or contestants
- Fire lanes must be kept clear
- Number of Parking Attendants Required:
 - One Attendant located at the gate during the event at all times
 - One additional attendant for every 500 spectators or contestants

*Example: 1000 people in attendance with contestants, staff, and/or participants would require one gate attendant and two parking attendants
- Failure to provide required attendants will be billed \$100.00 per hour per attendant and City will assign attendants

Additional Notes:

1. High visibility vests with Deadwood Event Complex identified on them will be available in the Ticket Booth.
2. Large map of Complex will be on display in Ticket Booth for communication.
3. Absolutely no parking on fields without prior written approval from Parks, Recreations and Events Director. City reserves the right to bill for additional fees if damages occur.

I have read and understand these rules.

Organization: LeMans Corporation dba/Parts Unlimited

Name: Kathy Sommervold

Title: Event Manager

Signature: Kathy Sommervold
LeMans Corp

Date: 4-7-25

Not Applicable

Responsibilities to and of the Concessionaire

- A. The Concessionaire shall sell quality food and beverages; schedule and provide full maintenance of the concession premises; employ, train, and supervise personnel with appropriate qualifications and experience to assist in such functions; perform or supervise employees in the performance of all other tasks related to the operation, maintenance of the concession premises; and pay for and obtain all licenses and permits necessary for the operation of the concessions granted. The Concessionaire may offer the sale of additional items from the Concession Premises but shall be limited to food and beverage and approved by the Deadwood City Commission.
- B. The Concessionaire shall not sell any alcohol. Alcohol during events held at the Deadwood Event Complex is the sole responsibility of the Event Organizer. The event organizer will have access to the coolers and the outside bars in the facility.
- C. Concessionaire shall at its own expense, at all times, keep the Concession Premises and areas within twenty-five (25) feet thereto in a neat, clean, safe, and sanitary condition; and keep the glass of all windows and doors serving such areas clean and presentable. Concessionaire shall furnish all cleaning supplies and materials needed to operate such areas in the manner prescribed in this agreement; Concessionaire shall provide or perform all necessary janitorial service to adequately maintain the inside and outside of such areas including concession seating. Concessionaire shall be responsible for keeping the areas within twenty-five (25) feet of the perimeter of such areas free of litter and clean of spills resulting from concession operations. The concessionaire shall be obligated to maintain a regular cleaning schedule, as well as a regular extermination service schedule.
- D. Garbage collection within the concession premises and within twenty-five (25) feet of the premises shall be maintained by the Concessionaire and disposed into a dumpster provided by the Event Organizer. The Concessionaire shall **NOT** pay for garbage service during events.
- E. Concessionaire shall be open for business during all special events approved by City Commission where the concession service is requested for the Deadwood Event Complex. If the event organizer is not requesting concession services, the event organizer cannot bring in other vendors to provide food and beverage for the event. The hours of operation of the concession premises shall coincide with the hours of the event scheduled and the hours of operation shall be coordinated between the Concessionaire and the Event Organizer.

A component of the facility use agreement is a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$250) dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.

I have read and understand the responsibilities to and of the concessionaire as they relate to the rental agreement and the use of the Deadwood Event Complex.

Organization: LeMans Corporation dba/Parts Unlimited

Name: _____ Title: _____

Signature: _____ Date: _____

Alcohol Policy for Facility Rentals

No alcohol is allowed in any building or on the grounds of the City of Deadwood Event Complex, including the parking area without the expressed consent of City of Deadwood. To obtain permission to serve alcoholic beverages the City Finance Office MUST be contacted, at (605) 578-2600. Alcoholic beverages are NOT permitted outside of the Event Complex.

The sale of alcoholic beverages may be allowed by acquiring a special alcoholic beverage license from the City of Deadwood per Deadwood Codified Ordinance Chapter 5.04 Alcoholic Beverages Sections 5.04.070, 5.04.090 and 5.04.100 and South Dakota Codified Law Title 35. The process to obtain alcohol licenses may take up to 45 days.

If the undersigned represents a Private Party or For-Profit Organization, the serving of alcoholic beverages is allowed without a special alcoholic beverage license, provided that the event is invitation only, not open to the public, no public advertising and no money is involved (no cash bars and the cost of the alcohol cannot be hidden in an entry fee). Again, alcoholic beverages are NOT permitted outside of the Event Complex. The Finance Office MUST be contacted, at (605) 578-2600 then after review of the request for the serving of alcoholic beverages, the City Commission will approve or disapprove of the request. User will receive notification in written form from the City Finance office of the Commission action.

For those functions where consent has been given the following rules must be followed:

- At any event where alcohol is available, the renter must provide, at their expense, licensed servers unless otherwise approved by the Deadwood City Commission. A copy of the license must be provided to the City of Deadwood prior to the event.
- The renter will also, at their expense, provide adequate licensed certified security to cover the event. A copy of the license and security certification must also be provided to the City of Deadwood prior to the event. The entity can submit an "alternative" to a licensed certified security company, but the "alternative" security will generally entail having a certified police officer on site (off-duty officer is okay). The City will also need to be provided with their name & a copy of their certification, & they need to agree not to drink alcohol themselves.
- Keys for the facilities will not be issued until this information is received and confirmed.
- The renter is solely and wholly responsible to ensure all rules and regulations in regards to the serving of alcohol are followed.

☐ YES, we will have alcohol at the contracted event and will abide by the Event Complex Alcohol Policy.

☒ NO, we will not have alcohol at the contracted event and agree to police the buildings and parking area to ensure no alcohol is present at the event.

Organization: LeMans Corporation dba/Parts Unlimited Name: Kathy Sommervold

Title: Event Manager Signature: Kathy Sommervold

Dates/Times Alcohol will be served: N/A

Business name who will be serving: N/A

Not Applicable

Liability Insurance

Liability Insurance coverage is required if you plan to sell alcoholic beverages at your event or facilities rental.

Name of Insurance Company: _____

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

Please obtain the required insurance and mail an original insurance certificate to:

City of Deadwood
Attn: Finance Office
102 Sherman Street
Deadwood, SD 57732.

General Business within the Event Complex

1. If you will be selling any items (tangible personal property), you and vendors must present a copy of South Dakota Sales Tax Licenses. For information on sales tax licensing contact the following:

South Dakota Department of Revenue Office
445 East Capitol Ave
Pierre, SD 57501-3185
(605) 773-3311

Initials

KS

2. If vendors are intended to be used during an approved event at the Deadwood Event Complex, all vendors shall comply with Chapter 5.28 of the Deadwood Codified Ordinances. This Ordinance is included within the guidelines and information packet for reference. In addition, vendors will be limited to designated areas (as indicated on the Event Complex site plan) within the Event Complex unless otherwise approved by the Deadwood City Commission. As the event organizer you understand the laws related to general business and vending within the City limits of Deadwood.

Initials

KS

3. As the event organizer and the renter of the Event Complex you shall ensure all sales from any proposed business activities (vendors or the event itself) will not compete with products sold from the concession facility and the concessionaire provided through the City of Deadwood.

Initials

KS

4. The user acknowledges the City of Deadwood has contracted a concessionaire to operate the concession spaces within the Deadwood Event Complex. The responsibilities in regards to the concessionaire and the concession space have been provided and are understood by the event organizer/user of the Event Complex.

Initials

KS

Organization: LeMans Corporation dba/Parts Unlimited

Name: Kathy Sommervold

Title: Event Manager

Signature: Kathy Sommervold
LeMans Corp

Date: 4-1-25

Event Complex Sign and Banner Policy

1. Approved events proposed for the Deadwood Event Complex are exempt from Chapter 15.32 Signs of the City of Deadwood Code for all signage and banners located within the event venue. Any proposed banners or signs on the outside of the perimeter fencing will be subject to permitting and the process for approval as part of Deadwood Codified Ordinance Chapter 15.32
2. All signage and banners may be installed at the beginning of the approved rental time and shall be removed within 24 hours of completion of the event. City Staff will remove banners remaining beyond the time for removal at a cost of \$150.00 per hour per person.
3. The City Planner and the Building Inspector shall approve any proposed signage proposed outside of the venue near the primary entrance to the Event Complex prior to the event. Signage proposed for way finding or entrance signage between Highway 14A/85 and Crescent Street may require South Dakota Department of Transportation and/or Deadwood Planning and Zoning Commission approval; proper timing and planning will be required and is important in regards to approval of signage outside of the Event Complex.
4. The installation of all signage and banners shall be presented to the City of Deadwood prior to installation to prevent damage to City Property and to ensure compliance to the City of Deadwood Codified Ordinance Chapter 15.32. Attach a written plan with quantities, sizes, and locations of all signs and banners.

I have read the Sign and Banner Policy for the City of Deadwood Event Complex, fully understand its terms, understand that I shall abide by Deadwood Codified Ordinance 15.32, and have signed it freely and voluntarily.

Organization: LeMans Corporation dba/Parts Unlimited

Name: Kathy Sommervold

Title: Event Manager

Signature: Kathy Sommervold

Date: 4-1-25

LeMans Corp

City of Deadwood Equipment and Services

Limitations on the Provision of City Services; Cost and/or Fees

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- B. If the City provides services, equipment, or personnel in support of an event, the City will charge the event organizer a cost determined by the Department Head in supervision of the services provided. Please reference the attached fee list of services.
- C. If the City is a co-sponsor of an event, city services, equipment, or personnel may be provided to support the event without charge.

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

- Electricity (existing facilities only – additional power is the responsibility of the renter with approval from the Public Works Director)
- Water and Sewer (existing facilities only – additional services are the responsibility of the renter with approval from the Public Works Director)
- Yard Hydrants (water sources) – The City has several yard hydrants available upon request throughout the property; however, hoses, stock tanks, etc. are the responsibility of the event organizer.
- Limited grading, scarifying, compacting the Arena Surface Prior to the Set-up of the Event
- Installation and tear down of traffic control devices and signs the City has available. The traffic control devices and signs are limited to the inventory of the City of Deadwood and what have been used during events held in the event complex in the past.
- Providing for and setting up of fencing at the SDDOT shop yard for overflow parking if requested. The agreement between the SDDOT and the City requires this property be set-up a particular way, utilized specifically, and restored to the condition it was in prior to the use.
- Fence/Corral Panels – The City may provide fence and/or corral panels owned by the City of Deadwood if they are available. The installation of all fence panels as part of an event will be the responsibility of the renter.
- Cleaning of the Grandstands is the responsibility of the event organizer. In addition, if the existing facilities are not adequate for the projected number of patrons' additional facilities are the responsibility of the renter.

Police Department

- Parade Escort for parades directly related to the event
- Traffic Control related to exiting of patrons at the intersection of Seventy-Six Drive and Highway 85/14A. This service shall be determined in advance if needed.

Equipment and Services upon Request and Availability with Cost (NOT Included in Rental Fees)Public Works Department

- Fire hydrants will NOT be available for event usage at any time and shall be kept clear for access in case of emergency.
- Additional services not specifically listed below shall be considered, evaluated, and determined if the City will provide the service. If the service can be provided a cost, if required, will be determined in writing prior to the event.

Arena prep work including:

- Additional grading, scarifying, compacting the Arena Surface after set-up of the event
- Pumping of water from the Arena Area
- Additional Dirt or Sand for the Arena
- Fence panel installation and tear down
- Snow removal from or hauling snow into event complex
- Water – Bulk amounts of water used for dust control, snowmaking, etc.

General Event Complex Services:

- Garbage pick-up
- Costs for emptying City dumpsters if utilized
- Clean up of animal droppings during events

Equipment/Machinery with a City Employee Operator ONLY:

- Motor grader
- Loader
- Dump Truck
- Skid Steer / Bobcat
- Sweeper (Large or Small)
- Bucket Truck
- Water Tank Truck

Police Department

- Traffic Control – Any traffic control assistance beyond what is provided with the use of the facility
- Security Services – Security services shall be a request to the Chief of Police and the availability of personnel may prohibit this service from being provided.

Fire Department

- On-site Staff and/or equipment: If the approved event requires Fire Department staff and/or equipment to be on-site due to the nature of the event.

Renter Reference Sheet

Renter/Organization Name: LeMans Corporation dba/Parts Unlimited

Requirements (If first time renter):

- 3 References from a previous event location in which you hosted an event
- References cannot be a part of your organization or event
- Each Reference must have complete information

The City of Deadwood may contact references to evaluate your performance as a renter.

1) Name: Holiday Inn Marquette Phone Number: 906-315-4224

City/State: Marquette, MI Event Name: Parts Unlimited Dealer Ride / UP300

Event Location: Marquette, MI Email: roomsales@mqtmi.holidayinn.com

2) Name: Louisville Marriott Downtown Phone Number: 502-627-5045

City/State: Louisville, KY Event Name: Louisville NVP Product Expo

Event Location: Louisville, KY Email: kassie.simmons@whitelodging.com

3) Name: Baird Center Phone Number: 414-908-6067

City/State: Milwaukee, WI Event Name: Milwaukee NVP Product Expo

Event Location: Milwaukee, WI Email: kschwantes@wcd.org

I have read the foregoing rental agreement and all of the attachments as well as the use guidelines and information attached hereto and incorporated herein by this reference. I fully understand my rights and obligations in connection with use of the Deadwood Event Complex.

RESERVATIONS WILL NOT BE CONFIRMED UNTIL THE SIGNED FACILITY USE AGREEMENT AND FULL PAYMENT IS RECEIVED.

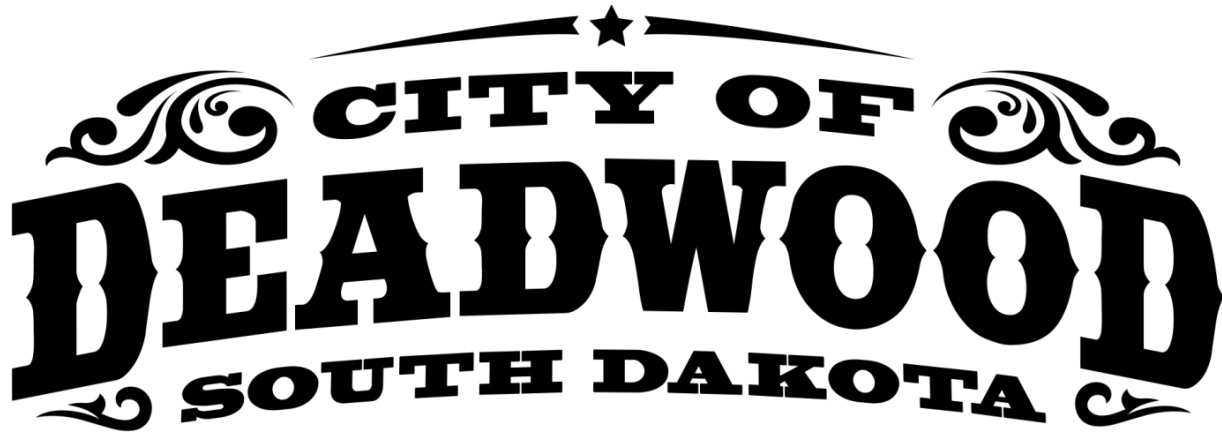
Organization: LeMans Corporation dba/Parts Unlimited

Name: Kathy Sommervold Title: Event Manager

Signature: Kathy Sommervold LeMans Corp Date: 4-1-25

Daytime Phone Number: 608-758-1111

Date of your Event(s): 10/11/25 - 10/15/25 Group/Event Name: Parts Unlimited Dealer Ride



City of Deadwood Special Event Permit Application and Facility Use Agreement for

Instructions:

To apply for a Special Event Permit, please read the Special Event Permit Application Instructions and then complete this application. Submit your application, including required attachments, no later than forty-five (45) days before your event. Facility Use Agreements should also be completed at this time (if applicable).

EVENT INFORMATION

<input type="checkbox"/> Run	<input type="checkbox"/> Walk	<input type="checkbox"/> Bike Tour	<input type="checkbox"/> Bike Race	<input type="checkbox"/> Parade	<input type="checkbox"/> Concert
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Triathlon	<input type="checkbox"/> Other			

Event Title: _____

Event Date(s): _____
(month, day, year)

Total Anticipated Attendance: _____

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: _____ AM / PM (to): _____ AM / PM

Location / Staging Area: _____

Set up/assembly/construction _____ Start time: _____ AM / PM

Please describe the scope of your setup / assembly work (specific details): _____

Dismantle Date: _____ Completion time: _____ AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s)**, **day, date** and **time** of closing and time of re-opening:

- Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street.
- Any request involving 25-50 motor vehicles (not including motorcycles) will park on the north side of Main Street, which will not require street closure.
- Any request involving 50 or more vehicles which would require an entire street closure from Wall Street to Deadwood Street will require security be provided at Deadwood Street and Main Street and Wall Street and Main Street to direct traffic.
- Additional security may be required at the discretion of the Event Committee.

OPEN CONTAINER

<https://www.cityofdeadwood.com/planning/page/special-event-open-container-information-and-maps>

Date: _____ Times: _____ Zone: _____

Date: Times: Zone:

Date: Times: Zone:

Date: Times: Zone:

Date: Times: Zone:

Adopted XXXXXX

OVERALL EVENT DESCRIPTION:

ROUTE MAP/ SITE DIAGRAM/ SANITATION

Please provide a **detailed description** of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

NO

YES

1

Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.

9

Will Items or services be sold at the event? If **YES**, please describe: _____

□

Does this event involve a moving route of any kind along streets, sidewalks, or highways? If **YES**, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.

9

Does this event involve a fixed venue site? If **YES**, attach a detailed site map showing all street impacted by the event.

Adopted XXXXXX

In addition to the route map required above, please attach a diagram showing the overall lay-out and set-up locations for the following items:

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.

- Food Concession and / or Food Preparation Area(s).

Please describe how food will be served at the event: _____

If you intend to cook food in the event area, please specify the method to be used:

☐ GAS

☐ ELECTRIC

☐ CHARCOAL

☐ OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Jersey Barriers and Equipment used for other than safety purposes\$25.00 each

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:

10' by 10' Set up and take down \$200.00

20' by 30' Set up and take down \$400.00

20' by 40' Set up and take down \$600.00

- Booths, Exhibits, Displays or Enclosures.

- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

(NOTE): You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition.

Number of trash cans: _____

Trash Containers w / lids: _____

- Garbage Removal Fee - \$150.00/hour/employee – if the City of Deadwood has to remove the garbage after the event.

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: _____

Adopted XXXXXX

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: _____

Please describe your Accessibility Plan for access at your event by individuals with disabilities: _____

REQUIRED: It is the applicant's responsibility to comply with all City, County, State and Federal Disability Access Requirements applicable to this event.

NO YES

☐
☐

Have you hired any Professional Security organization to handle security arrangements for this event? If **YES**, please list:

Security Organization: _____

Security Organization Address: _____
 (city) (state) (zip code)

Security Director (Name): _____ Business phone: _____

NO YES

☐
☐

Is this a night event? If **YES**, please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators: _____

Please indicate what arrangements you have made for providing **First Aid Staffing and Equipment**?

Number _____ Ambulance(s) – How provided? _____

Number _____ Emergency Medical Technicians – How provided? _____

APPLICANT specifically acknowledges and agrees that it shall be solely responsible for any damage to personal property located in or stored in or upon DEADWOOD's property pursuant to the activity for which approval is being sought and that DEADWOOD shall not be responsible for any damage or loss to or of APPLICANT's property which results from any cause or reason with regard to personal property owned by APPLICANT stored or located on DEADWOOD's property pursuant to approval of the activity for which approval is being sought herein.

Acknowledge acceptance with initial: _____

Adopted XXXXXX

APPLICANT agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money which DEADWOOD might have to pay to any person as a result of property damage, personal injury or death resulting from APPLICANT's use of the City property pursuant to approval of the activity for which approval is being sought herein.

Acknowledge acceptance with initial: _____

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☐
☐

Are there any **musical entertainment** features related to your event or facilities rental? If **YES**, please state the number of bands and type of music.

Number of Stages: _____

Number of Bands: _____

Type of Music: _____

☐
☐

Will **sound amplification** be used?

If **YES**, please indicate: Start Time: _____ AM / PM – Finish Time: _____ AM / PM

☐
☐

Will **sound check** be conducted prior to the event?

If **YES**, please indicate: Start Time: _____ AM / PM – Finish Time: _____ AM / PM

Please describe the sound equipment that will be used for your event: _____

☐
☐

Will any fireworks, rockets or other pyrotechnics be used? If **YES**, please attach a copy of your permit (issued by the State Fire Marshall's office) to this application.

☐
☐

Are any signs, banners, decorations or special lighting be used? **(Special Events recognized by The City of Deadwood get approved by Resolution annually in January)** (If **YES**, please describe: _____

Adopted XXXXXX

NO YES
☐ ☐

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:

NO YES
☐ ☐

Will there be any live media coverage during your event? If **YES**, please explain:

Refer all event public inquiries and / or media inquiries for this event to:

NAME: _____ PHONE: _____

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

REQUIRED: Insurance for your event will be required before final permit approval.

Name of Insurance Company:

Agent's Name:

Business Phone: (____) _____ Policy Number: _____ Policy Type:

Address: _____

(city)

(state)

(zip code)

For final permit approval, you will need commercial general liability insurance that names "the City of Deadwood, its officers, employees and agents" as an additional insured. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact the Finance Office at (605) 578-2600 – Fax # (605) 578-2084. The City must be named as an "additional insured." Please obtain the required insurance and mail an original insurance certificate to: **City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.**

AFFIDAVIT OF APPLICANT

Advance Cancellation Notice Required: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched. I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules and regulations established by the City Commission of Deadwood. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Deadwood.

Name of Applicant (PRINT): _____ Title: _____

_____ Date:

(Signature of Applicant/Sponsoring Organization)

Monthly vending reports shall be submitted by convention center vending, including Outlaw Square and Event Complex, to the Planning and Zoning Office. The report shall list event and vendor information for any event scheduled to occur the following month. Reports shall be submitted by the 15th of each month. Reports are to be submitted even if no upcoming event is planned for the following month. Failure to submit monthly reports could risk future event approval(s) and/or reissuance of liquor license. Approved vendors will be subject to periodic checks by the Zoning Administrator and/or his/her designee to ensure all information required by the City of Deadwood is being provided.

Return this form to the
Planning and Zoning Office
By email:
leah@cityofdeadwood.com
By mail:
108 Sherman Street,
Deadwood, SD 57732



Questions? Contact the
Planning and Zoning Office
(605) 578-2082 or
leah@cityofdeadwood.com

Monthly Vending Report

Convention Center, Event Complex, Outlaw Square

Complete one (1) report for each event.

Report is due on the 15th of every month for any event scheduled to occur the following month.

Municipal Code 5.28.060 (C): Monthly vending reports shall be submitted by convention center vending, including Outlaw Square and Event Complex, to the Planning and Zoning Office. The report shall list event and vendor information for any event scheduled to occur the following month. Reports shall be submitted by the 15th of each month. Reports are to be submitted even if no upcoming event is planned for the following month. Failure to submit monthly reports could risk future event approval(s) and/or reissuance of liquor license. Approved vendors will be subject to periodic checks by the Zoning Administrator and/or his/her designee to ensure all information required by the City of Deadwood is being provided.

Report Date: _____ Event Date: _____

Name of Person Completing Form: _____

Contact Phone: _____ Contact Email: _____

Signature: _____

Check here if no event is scheduled for next month: ☐

Event Name: _____

Event Location: _____

List of Vendors**List all anticipated vendors for the applicable event.****Please use as many additional sheets as necessary.**

Page 1 of _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Monthly Vending Report – Additional Sheet**Report Date:** _____ **Page** _____ **of** _____**Event Name:** _____ **Event Date:** _____**Event Location:** _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

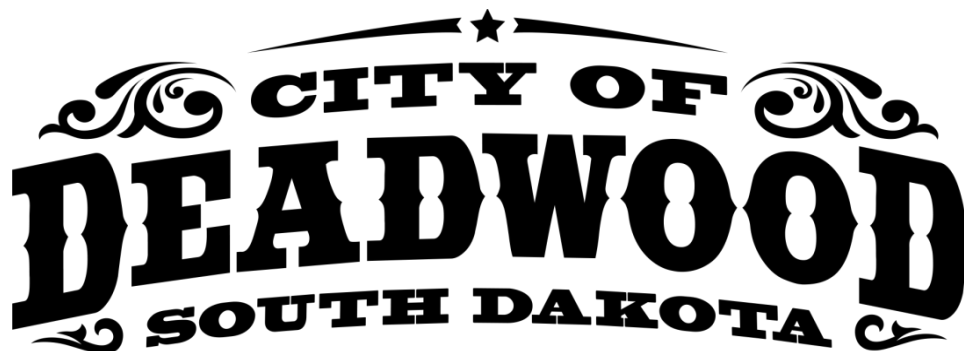
Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____



Event Complex Rental and Use Agreement

Event: _____

Date of Event: _____

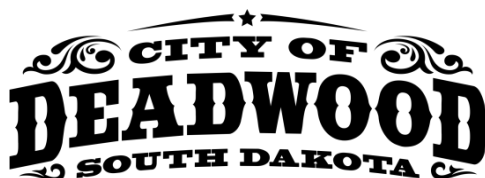
**** Disclaimer: In an event of a local emergency. The South Dakota Department of Public Safety, Wildland Fire Division agreement signed March 17, 2025, will take effect for incident command operations site at the Event Complex. The event would be canceled, and fees and deposits would be returned. ****

The City of Deadwood has contracted with the Deadwood Chamber of Commerce and Visitors Bureau for the management and coordination of the Deadwood Event Complex. As an applicant for rental and use of any portion of the Deadwood Event Complex, you are required to contact the Chamber for coordination and assistance in the submittal of this application to the City. The Chamber can be contacted at the following address:

Deadwood Chamber of Commerce
501 Main Street
Deadwood, SD 57732
605-578-1876

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: _____

Contact Information:

Name of Applicant: _____

Business/Organization: _____

Mailing Address: _____

City, State Zip: _____

Business Phone: _____ Cell Phone: _____

Email Address: _____

Dates Event Complex requested:

Set up Date(s): _____ Hour(s): _____

Event Date(s): _____ Hour(s): _____

Clean-up Date(s): _____ Hour(s): _____

Approximate number of people who will attend: _____

I am applying to use the:
(Please check property requested)

- ☐ Ticket Booth
- ☐ Main Grandstand Concession
- ☐ Main Grandstand Restrooms
- ☐ Crow's Nest
- ☐ VIP Grandstand
- ☐ Arena and Corral Areas
- ☐ Main Grandstand Seating
- ☐ Parking Lots
- ☐ Baseball Field(s)
- ☐ Baseball Field(s) Restrooms
- ☐ Bike Racks
- ☐ Ferguson Field
- ☐ Ferguson Field Restrooms

Office use Only

Key #

Key #

Key #

Key #

☐ Jersey Barriers

☐ Open Container

☐ Pyrotechnics

☐ Water Usage

Deadwood Event Complex Rental and Use Agreement

Event Name: _____

Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website:
www.cityofdeadwood.com or by calling (605) 578-2082.

- 1) Deadwood Codified Ordinance - Chapter 8.12 – Noise. This ordinance must be adhered to. A violation of this ordinance could be grounds for refusing future rental requests.
- 2) ~~Deadwood Codified Ordinance – Title 5 – Business License. This ordinance may apply.~~
- 3) Deadwood Codified Ordinance – Chapter 5.28 Commerce within the City of Deadwood.

Additional contacts:

Names & contact number of event representatives or sub-contractors (i.e. security, refuge, etc.):

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Deadwood Event Complex Rental and Use Agreement

Renter Type: ☐ For-Profit ☐ Private ☐ Non-Profit ☐ Government

(Check One) *Categories above defined in the Complex Guidelines and Information Sheet*

Rental Fees:

	Event Complex Facilities	Parking Lots Only	Baseball Fields Only
Private	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
Non-Profit	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
For Profit	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	\$500 / Day	\$400 / Day	\$300 / Day
Government Agencies	No charge	No charge	No charge

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge **for each ticket sold or pay the facility use fee. Surcharge includes 1 day of setup and event days. Events requiring additional set up/tear down days will be charged half the daily rental rate.** The City of Deadwood has a ticket surcharge, which is set and amended by resolution. **The City Of Deadwood reserves the right to apply the rental fees regardless of the ticket surcharge.**

Rental Fees subject to change. Fees and deposits waived for Lead Deadwood School Activities.

Damage Deposit (Refundable): \$1,250.00 minimum (no alcohol) or \$2,500.00 minimum (serving alcohol), **WHICH INCLUDES A \$250.00 NON-REFUNDABLE ADMINISTRATIVE FEE.**

There will be an additional fee of half of the Event Complex Rental rate fee taken out of the deposit if anyone arrives prior to the set up date and time.

Key Deposit (One Key or All Keys) (Refundable): \$100.00

A cleaning/trash removal fee (Non-Refundable) of \$250.00 PER DAY applies for Event Complex. If additional bathrooms at Ferguson Field or the Ball Bark are needed, a fee of \$125.00 per day for each location applies.

A Streaming Fee of \$200.00 PER DAY applies IF USED.

Tent Rental, which is set and amended by resolution:

10' by 10' Set up and take down.....\$200.00
 20' by 30' Set up and take down.....\$400.00
 20' by 40' Set up and take down.....\$600.00

Water Usage Fee of \$50.00 per event IF USED.

Deposit and Fees must be received before application can be approved.

**City reserves the right to bill for additional fees if damages exceed deposit amount.
Please read the Use Guidelines for cancellation and reservation policies.**

<u>Fees</u>		<u>Request to Waive</u>	<u>Refundable Deposits</u>
Event Complex Facilities	\$ _____	<input type="checkbox"/>	Key Deposit \$ _____
Baseball Fields	\$ _____	<input type="checkbox"/>	Damage Deposit \$ _____
Parking Lots ONLY	\$ _____	<input type="checkbox"/>	
Add'l Set-Up/Tear Down	\$ _____		*Total Deposits \$ _____
Tent(s)	\$ _____		*minus Admin Fee of \$250.00
Event Complex Cleaning	\$ _____		and early arrivals if any.
And Trash Removal	\$ _____		Alcohol Fee (Pg 18)
Cleaning Baseball Restrooms	\$ _____		(\$100.00 per day) \$ _____
Cleaning Ferguson Restrooms	\$ _____		
Streaming	\$ _____		
Water Usage	\$ _____		
Total Fees	\$ _____		

Organization: _____

Signature: _____ Date: _____

Office Use only:

Date Fees Paid: _____

Date Deposit Paid: _____

Fees Still Owed: _____

Notes:

Acknowledgement of Use Rules and Regulations

1. The user assumes responsibility for damage to the rented building(s) and/or area(s) and its amenities during the time of usage, including any time rented for set-up and clean-up. Any property damaged beyond normal wear and tear may be replaced or repaired at the option of City of Deadwood at the user's expense. Liability will be the actual repair or replacement cost and will not be limited to the damage & cleaning deposit.

Initials _____

2. In the event there is damage to the Event Complex or its amenities, City of Deadwood or its appointed agent will notify the undersigned user of the nature and extent of the damage. City of Deadwood will provide an appraisal of the repair or replacement within 30 days of the event. Refund will be discussed at the next event committee meeting, which is the last Thursday of each month. If approved, refund will be issued after the City Commission meeting on the 1st or 3rd Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials _____

3. The user agrees to leave the building and grounds in as good or better condition at the end of the event. Any additional clean-up required after the event will be billed to the user at a rate of \$150.00/hour/employee

Initials _____

4. A concessionaire is provided for approved special events at the Deadwood Event Complex based on the size of the event and the needs of the event organizer. The concessionaire has a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$250) dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.

Initials _____

5. The user is responsible for removal of trash and placing it in a dedicated area. All trash must be bagged.

Initials _____

6. I understand and agree: (Please Check Box for your Acknowledgement)

- ☐ The person in charge of the event must be in attendance at all times during the event. I have read & signed the Alcohol Policy form.
- ☐ All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Event Complex or enter other buildings.
- ☐ The person in charge must keep the guests off the Football Field unless granted permission to use from the Deadwood City Commission for the event.
- ☐ Smoking on City property, including the Event Complex, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette on any City property.
- ☐ If the fire alarms sound, the person in charge will instruct all guests to evacuate to a safe distance outside the building(s) until such time as the Fire Department allows re-entry.

- ☐ The person in charge will not allow anyone to interfere with the fire alarm system.
- ☐ All vehicles must be parked in designated parking areas. No vehicles are to be parked in the Fire Lanes surrounding the buildings.
- ☐ The event representative understands and agrees to immediately pay for any damage or cleaning that exceeds the deposit amount.
- ☐ If decorations are used, only painter's tape (low adhesive) can be used on any surfaces. No holes may be made in Event Complex property. Renter must remove all decorations and attachments.
- ☐ No alterations can be made to the buildings or grounds, without the express permission of City of Deadwood. This includes, but is not limited to, installation of equipment, installation of wiring, cable or other devices or any alteration of the building.
- ☐ Unless otherwise specified by the City Commission, all events must end by 10:00 p.m. Sunday – Thursday and 11:00 p.m. Friday – Saturday. Any event permitted may be required to have security present.
- ☐ Noise that may cause inconvenience, annoyance or alarm to others is not permitted. Any event that generates excessive noise must take place between the hours of 7:00 a.m. – 10:00 p.m. only and must comply with Noise Regulations found in the City of Deadwood Codified Ordinance.
- ☐ In case of an emergency, such as a fire, dial 911. In the case of a non-emergency, the Deadwood Police Department number is (605) 578-2623, Deadwood Fire Department number is (605) 578-1212 and the Lawrence County Sheriff's Office number is (605) 578- .
- ☐ In case of issues related to the Event Complex during off business hours such as electrical problems, wastewater issues, lighting problems, property related issues, etc. contact Lawrence County Dispatch at (605) 578-2230. The proper authority will be dispatched to remedy the problem. If the problem occurs during business hours (7am-4pm M-F) contact the Deadwood Public Works Department at (605) 578-3082.

Initials _____

7. Outdoor/Animal Events: (Check Acknowledgement)

- ☐ Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
- ☐ Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

Initials _____

**Local Non-Profits may be available to assist. If hiring a contractor, contractor must have proof of insurance and contractor's license.

Insurance and Liability

Overview:

When city facilities are used by the general public for special events which pose a high risk of injury (e.g. outdoor recreational activities or athletic events), a signed Waiver of Liability, Indemnification, and Medical Release should be required of each participant.

The waiver form should not be significantly modified. It has been written to comply with a 1994 Supreme Court decision, which stated:

- Pre-injury releases are much more likely to be deemed valid and enforceable when they are written on a separate document--that is, not imbedded in an application, rental agreement or sign-up sheet;
- Unless the intention of the parties is expressed in unmistakable language, an exculpatory clause will not be deemed to insulate a party from liability for his own negligent acts...what the law demands is that such provisions be clear and coherent; and
- The more inherently dangerous or risky the recreational activity, the more likely that an anticipatory release will be held valid.

The form can and should be modified to specifically identify the activity involved. In the case of a particularly dangerous activity, the level of risk involved should also be stated. For example, it may not be sufficient to name the activity "motorcycle stunts." The release form should specify the level of difficulty of the stunts.

NOTE:

*High risk activities warrant the use of either a Facilities Use Agreement which requires the user to carry liability coverage, or participant liability waivers, or both. The process of determining when to require insurance of the user and/or when to require signed waivers of participants can be a difficult one. Unfortunately, with the wide variety of activities, events and facilities across City government, there is no way to establish a standard policy to specifically address all cases. **Please contact the City of Deadwood's Safety Director for guidance at 605-578-2082.***

The following pages include:

- Facilities Use Agreement Indemnification and Insurance Clause
- Event Sponsor Release and Indemnification Agreement
- Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment
- Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment for Minor(s)

Facilities Use Agreement Indemnification and Insurance Clause

User agrees to indemnify and hold the City, and its officers, agents and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the use of the facilities described herein. It is the intention of the parties that the City, and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries, either in person or property.

User expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the facilities pursuant to this agreement and agrees to pay the City for all damages caused to the facilities resulting from user's activities hereunder.

User represents that its activities, pursuant to this agreement, will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. User acknowledges that the City has no duty to and will not provide supervision of the activity.

User shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Five days prior to commencement of this Agreement, User shall furnish the City with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and provide that such insurance shall not be canceled, except on 30 days' prior written notice to the City. The City Commission reserves the right to require additional commercial general liability insurance necessary to protect the interests of the City.

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Event Sponsor – Release and Indemnification Agreement

This is a Release of Liability Indemnification Agreement. Special Events Holder must read carefully before signing.

In consideration for being permitted to engage in the following special event activities on Deadwood property (describe in detail):

Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that the above described activities may be dangerous and do or may involve risks of injury, loss of damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

Initials _____

- B. If required by this paragraph, we agree to require each participant in our special event to execute a RELEASE AND INDEMNIFICATION AGREEMENT for ourselves and for Deadwood, on a form approved by Deadwood. Contact Deadwood Parks, Recreations and Events Director for determination: 605-578-2082.

Participant Release and Indemnification required? YES _____ NO _____

Initials _____

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to Deadwood, for the duration of the above described activities.

Initials _____

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risk of injury, loss or damage to us or any other related third party arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials _____

- E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge Deadwood, its officers, and its employees, from any and all claims, demands and actions for such injury, loss, or damage arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials _____

- F. We Further agree to defend, indemnify, and hold harmless Deadwood, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims and demands, including any third party claim asserted against Deadwood, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss of damage, or any other kind of loss of any kind whatsoever, which arises out of or are in any way related to the above described activities. Whether or not caused by our act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials _____

- G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said agreement extends to all acts, omission, negligence, or other fault of Deadwood, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as permitted by the laws of the State of South Dakota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Initials _____

- H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of South Dakota, and that jurisdiction and venue for any suit of cause of action under this agreement shall lie in the courts of Lawrence County, South Dakota.

Initials _____

- I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are full discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

Initials _____

IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment

By my signature below, I acknowledge that I am aware of, appreciate the character of, and voluntarily assume the risks involved in participating in:

By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:

1. Waive any claim or cause of action against and release from liability the City of Deadwood, its officers, employees, and agents for any liability for injuries to my person or property resulting from my participation in the activity listed above;
2. Agree to indemnify and hold harmless the City of Deadwood, its officers, employees and agents for any claims, causes of action, or liability to any other person arising from my participation in the activity listed above; and
3. Consent to receive any medical treatment deemed advisable during my participation in the activity listed above.

I have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment, and fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and indent my signature to be complete and unconditional release of liability to the greatest extend allowed by law.

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment

By our signatures below, we acknowledge that we are aware of, appreciate the character of, and voluntarily assume the risks involved in participating:

By our signatures below, on behalf of ourselves, our heirs, next of kin, successors in interest, assigns, personal representatives, and agents, we hereby:

1. Waive any claim or cause of action against and release from liability the City of Deadwood its officers, employees, and agents for any liability for injuries to person or property resulting from participation in the activity listed above;
2. Agree to indemnify and hold harmless the City of Deadwood, its officers, employees, and agents for any claims, causes of action, or liability to any other person arising from participation in the activity listed above;
3. Consent to receive any medical treatment deemed advisable during participation in the activity listed above; and
4. Acknowledge that we are signing below as a minor child and as the parent or legal guardian of the minor child named below.

I have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment, and fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and indent my signature to be complete and unconditional release of liability to the greatest extend allowed by law.

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

*Building Rental Rules only apply if the event is utilizing the grandstands, crow's nest, or ticket booth.

In addition to the rental agreement, the following rules are in force:

- No fog machine or similar device may be used in the buildings as they will set off the smoke alarms.
- No alcohol is allowed on any portion of the Event Complex unless consent has been given by City of Deadwood, and the Alcohol Policy has been signed and approved.
- No nails, staples, or tacks to be put on any City property. Painter's tape (low adhesive) is allowed.
- All decorations must be flame retardant in accordance with fire code.
- All exit lights must remain uncovered and visible.
- Handicapped area in the main grandstands must remain clear, no standing or blocking the walkway.
- No smoking is allowed on any city property, except designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette or other smoking equipment on city property.
- At 10:00 p.m., music must be shut off or turned down so it cannot be heard outside of the Event Complex.
- Propane usage allowed with City of Deadwood's prior consent.
- Clean up after your event, including but not limited to:
 - Sweep floors & mop spills and wipe down countertops
 - Empty trash in building & dispose of in receptacles outside
 - Take down any and all decorations and remove tape
 - Pick up trash within the entire Event Complex
- Deposit will be returned after the Event Complex is inspected. The deposit is available for return after the inspection and no deficiencies have been reported.

I have read and understand these rules.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Event Complex Parking Requirements

*Event Complex Parking rules and requirements apply to all parking used within the Complex, as well as the parking in immediate adjacent properties.

The following rules are in force:

- A parking plan must be submitted as an attachment to this application and include the following information:
 1. Estimated attendance including Staff, spectators, and/or participants
 2. Parking Lots requested and location of proposed attendants
 3. Detailed drawing of proposed traffic flow and access; both pedestrian and vehicular
- Parking assistance required for events that use parking lots for spectators or contestants
- Fire lanes must be kept clear
- Number of Parking Attendants Required:
 - One Attendant located at the gate during the event at all times
 - One additional attendant for every 500 spectators or contestants

*Example: 1000 people in attendance with contestants, staff, and/or participants would require one gate attendant and two parking attendants
- Failure to provide required attendants will be billed \$100.00 per hour per attendant and City will assign attendants

Additional Notes:

1. High visibility vests with Deadwood Event Complex identified on them will be available in the Ticket Booth.
2. Large map of Complex will be on display in Ticket Booth for communication.
3. Absolutely no parking on fields without prior written approval from Parks, Recreations and Events Director. City reserves the right to bill for additional fees if damages occur.

I have read and understand these rules.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Responsibilities to and of the Concessionaire

- A. The Concessionaire shall sell quality food and beverages; schedule and provide full maintenance of the concession premises; employ, train, and supervise personnel with appropriate qualifications and experience to assist in such functions; perform or supervise employees in the performance of all other tasks related to the operation, maintenance of the concession premises; and pay for and obtain all licenses and permits necessary for the operation of the concessions granted. The Concessionaire may offer the sale of additional items from the Concession Premises but shall be limited to food and beverage and approved by the Deadwood City Commission.
- B. The Concessionaire shall not sell any alcohol. Alcohol during events held at the Deadwood Event Complex is the sole responsibility of the Event Organizer. The event organizer will have access to the coolers and the outside bars in the facility.
- C. Concessionaire shall at its own expense, at all times, keep the Concession Premises and areas within twenty-five (25) feet thereto in a neat, clean, safe, and sanitary condition; and keep the glass of all windows and doors serving such areas clean and presentable. Concessionaire shall furnish all cleaning supplies and materials needed to operate such areas in the manner prescribed in this agreement; Concessionaire shall provide or perform all necessary janitorial service to adequately maintain the inside and outside of such areas including concession seating. Concessionaire shall be responsible for keeping the areas within twenty-five (25) feet of the perimeter of such areas free of litter and clean of spills resulting from concession operations. The concessionaire shall be obligated to maintain a regular cleaning schedule, as well as a regular extermination service schedule.
- D. Garbage collection within the concession premises and within twenty-five (25) feet of the premises shall be maintained by the Concessionaire and disposed into a dumpster provided by the Event Organizer. The Concessionaire shall **NOT** pay for garbage service during events.
- E. Concessionaire shall be open for business during all special events approved by City Commission where the concession service is requested for the Deadwood Event Complex. The hours of operation of the concession premises shall coincide with the hours of the event scheduled and the hours of operation shall be coordinated between the Concessionaire and the Event Organizer.

A component of the facility use agreement is a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$250) dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.

I have read and understand the responsibilities to and of the concessionaire as they relate to the rental agreement and the use of the Deadwood Event Complex.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Alcohol Policy for Facility Rentals

No alcohol is allowed in any building or on the grounds of the City of Deadwood Event Complex, including the parking area without the expressed consent of City of Deadwood. To obtain permission to serve or have alcoholic beverages the City Finance Office MUST be contacted, at (605) 578-2600. Alcoholic beverages are NOT permitted outside of the Event Complex.

The sale of alcoholic beverages may be allowed by acquiring a special alcoholic beverage license from the City of Deadwood per Deadwood Codified Ordinance Chapter 5.04 Alcoholic Beverages Sections 5.04.070, 5.04.090 and 5.04.100 and South Dakota Codified Law Title 35. The process to obtain alcohol licenses may take up to 45 days.

~~If the undersigned represents a Private Party or For-Profit Organization, the serving of alcoholic beverages is allowed without a special alcoholic beverage license, provided that the event is invitation only, not open to the public, no public advertising and no money is involved (no cash bars and the cost of the alcohol cannot be hidden in an entry fee).~~ Again, alcoholic beverages are NOT permitted outside of the Event Complex. The Finance Office MUST be contacted, at (605) 578-2600 then after review of the request for the serving of alcoholic beverages, the City Commission will approve or disapprove of the request. User will receive notification in written form from the City Finance office of the Commission action.

For those functions where consent has been given the following rules must be followed:

- At any event where alcohol is available, the renter must provide, at their expense, licensed servers unless otherwise approved by the Deadwood City Commission. A copy of the license must be provided to the City of Deadwood prior to the event.
 - The renter will also, at their expense, provide adequate licensed certified security to cover the event. A copy of the license and security certification must also be provided to the City of Deadwood prior to the event. The entity can submit an "alternative" to a licensed certified security company, but the "alternative" security will generally entail having a certified police officer on site (off-duty officer is okay). The City will also need to be provided with their name & a copy of their certification, & they need to agree not to drink alcohol themselves.
 - Keys for the facilities will not be issued until this information is received and confirmed.
 - The renter is solely and wholly responsible to ensure all rules and regulations in regards to the serving of alcohol are followed.
- ☐ **YES**, we will have alcohol at the contracted event and will abide by the Event Complex Alcohol Policy.
- ☐ **NO**, we will not have alcohol at the contracted event and agree to police the buildings and parking area to ensure no alcohol is present at the event.

Organization: _____ Name: _____

Title: _____ Signature: _____

Dates/Times Alcohol will be served: _____

Business name who will be serving: _____

Liability Insurance

Liability Insurance coverage is required if you plan to sell alcoholic beverages at your event or facilities rental.

Name of Insurance Company: _____

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

Please obtain the required insurance and mail an original insurance certificate to:

City of Deadwood
Attn: Finance Office
102 Sherman Street
Deadwood, SD 57732.

General Business within the Event Complex

1. If you will be selling any items (tangible personal property), you and vendors must present a copy of South Dakota Sales Tax Licenses. For information on sales tax licensing contact the following:

South Dakota Department of Revenue Office
445 East Capitol Ave
Pierre, SD 57501-3185
(605) 773-3311

Initials _____

2. If vendors are intended to be used during an approved event at the Deadwood Event Complex, all vendors shall comply with Chapter 5.28 of the Deadwood Codified Ordinances. This Ordinance is included within the guidelines and information packet for reference. In addition, vendors will be limited to designated areas (as indicated on the Event Complex site plan) within the Event Complex unless otherwise approved by the Deadwood City Commission. As the event organizer you understand the laws related to general business and vending within the City limits of Deadwood.

Monthly vending reports shall be submitted by convention center vending, including Outlaw Square and Event Complex, to the Planning and Zoning Office. The report shall list event and vendor information for any event scheduled to occur the following month. Reports shall be submitted by the 15th of each month. Reports are to be submitted even if no upcoming event is planned for the following month. Failure to submit monthly reports could risk future event approval(s) and/or reissuance of liquor license. Approved vendors will be subject to periodic checks by the Zoning Administrator and/or his/her designee to ensure all information required by the City of Deadwood is being provided.

Initials _____

3. As the event organizer and the renter of the Event Complex you shall ensure all sales from any proposed business activities (vendors or the event itself) will not compete with products sold from the concession facility and the concessionaire provided through the City of Deadwood.

Initials _____

4. The user acknowledges the City of Deadwood has contracted a concessionaire to operate the concession spaces within the Deadwood Event Complex. The responsibilities in regards to the concessionaire and the concession space have been provided and are understood by the event organizer/user of the Event Complex.

Initials _____

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Event Complex Sign and Banner Policy

1. Approved events proposed for the Deadwood Event Complex are exempt from Chapter 15.32 Signs of the City of Deadwood Code for all signage and banners located within the event venue. Any proposed banners or signs on the outside of the perimeter fencing will be subject to permitting and the process for approval as part of Deadwood Codified Ordinance Chapter 15.32
2. All signage and banners may be installed at the beginning of the approved rental time and shall be removed within 24 hours of completion of the event. City Staff will remove banners remaining beyond the time for removal at a cost of \$150.00 per hour per person.
3. The City Planner and the Building Inspector shall approve any proposed signage proposed outside of the venue near the primary entrance to the Event Complex prior to the event. Signage proposed for way finding or entrance signage between Highway 14A/85 and Crescent Street may require South Dakota Department of Transportation and/or Deadwood Planning and Zoning Commission approval, proper timing and planning will be required and is important in regards to approval of signage outside of the Event Complex.
4. The installation of all signage and banners shall be presented to the City of Deadwood prior to installation to prevent damage to City Property and to ensure compliance to the City of Deadwood Codified Ordinance Chapter 15.32. Attach a written plan with quantities, sizes, and locations of all signs and banners.

I have read the Sign and Banner Policy for the City of Deadwood Event Complex, fully understand its terms, understand that I shall abide by Deadwood Codified Ordinance 15.32, and have signed it freely and voluntarily.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

City of Deadwood Equipment and Services

Limitations on the Provision of City Services; Cost and/or Fees

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- B. If the City provides services, equipment, or personnel in support of an event, the City will charge the event organizer a cost determined by the Department Head in supervision of the services provided. **Please reference the attached fee list of services.**
- C. If the City is a co-sponsor of an event, city services, equipment, or personnel may be provided to support the event without charge.

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

- Electricity (existing facilities only – additional power is the responsibility of the renter with approval from the Public Works Director)
- Water and Sewer (existing facilities only – additional services are the responsibility of the renter with approval from the Public Works Director)
- Yard Hydrants (water sources) – The City has several yard hydrants available upon request throughout the property; however, hoses, stock tanks, etc. are the responsibility of the event organizer.
- Limited grading, scarifying, compacting the Arena Surface Prior to the Set-up of the Event
- Installation and tear down of traffic control devices and signs the City has available. The traffic control devices and signs are limited to the inventory of the City of Deadwood and what have been used during events held in the event complex in the past.
- Providing for and setting up of fencing at the SDDOT shop yard for overflow parking if requested. The agreement between the SDDOT and the City requires this property be set-up a particular way, utilized specifically, and restored to the condition it was in prior to the use.
- Fence/Corral Panels – The City may provide fence and/or corral panels owned by the City of Deadwood if they are available. The installation of all fence panels as part of an event will be the responsibility of the renter.
- Cleaning of the Grandstands is the responsibility of the event organizer. In addition, if the existing facilities are not adequate for the projected number of patrons' additional facilities are the responsibility of the renter.

Police Department

- Parade Escort for parades directly related to the event
- Traffic Control related to exiting of patrons at the intersection of Seventy-Six Drive and Highway 85/14A. This service shall be determined in advance if needed.

Equipment and Services upon Request and Availability with Cost (NOT Included in Rental Fees)Public Works Department

- Fire hydrants will NOT be available for event usage at any time and shall be kept clear for access in case of emergency.
- Additional services not specifically listed below shall be considered, evaluated, and determined if the City will provide the service. If the service can be provided a cost, if required, will be determined in writing prior to the event.

Arena prep work including:

- Additional grading, scarifying, compacting the Arena Surface after set-up of the event
- Pumping of water from the Arena Area
- Additional Dirt or Sand for the Arena
- Fence panel installation and tear down
- Snow removal from or hauling snow into event complex
- Water – Bulk amounts of water used for dust control, snowmaking, etc.

General Event Complex Services:

- Garbage pick-up
- Costs for emptying City dumpsters if utilized
- Clean up of animal droppings during events

Equipment/Machinery with a City Employee Operator ONLY:

- Motor grader
- Loader
- Dump Truck
- Skid Steer / Bobcat
- Sweeper (Large or Small)
- Bucket Truck
- Water Tank Truck

Police Department

- Traffic Control – Any traffic control assistance beyond what is provided with the use of the facility
- Security Services – Security services shall be a request to the Chief of Police and the availability of personnel may prohibit this service from being provided.

Fire Department

- On-site Staff and/or equipment: If the approved event requires Fire Department staff and/or equipment to be on-site due to the nature of the event.

Renter Reference Sheet

Renter/Organization Name: _____

Requirements (first time renter):

- 3 References from a previous event location in which you hosted an event.
- References cannot be a part of your organization or event.
- Each Reference must have complete information.

The City of Deadwood may contact references to evaluate your performance as a renter.

1) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

2) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

3) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

I have read the foregoing rental agreement and all of the attachments as well as the use guidelines and information, which can be found at <https://www.cityofdeadwood.com/parksrec>

I fully understand my rights and obligations in connection with use of the Deadwood Event Complex.

RESERVATIONS WILL NOT BE CONFIRMED UNTIL THE SIGNED FACILITY USE AGREEMENT AND FULL PAYMENT IS RECEIVED.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Daytime Phone Number: _____

Date of your Event(s): _____ Group/Event Name: _____

Return this form to the
Planning and Zoning Office
By email:
leah@cityofdeadwood.com
By mail:
108 Sherman Street,
Deadwood, SD 57732



Questions? Contact the
Planning and Zoning Office
(605) 578-2082 or
leah@cityofdeadwood.com

Monthly Vending Report

Convention Center, Event Complex, Outlaw Square

Complete one (1) report for each event.

Report is due on the 15th of every month for any event scheduled to occur the following month.

Municipal Code 5.28.060 (C): Monthly vending reports shall be submitted by convention center vending, including Outlaw Square and Event Complex, to the Planning and Zoning Office. The report shall list event and vendor information for any event scheduled to occur the following month. Reports shall be submitted by the 15th of each month. Reports are to be submitted even if no upcoming event is planned for the following month. Failure to submit monthly reports could risk future event approval(s) and/or reissuance of liquor license. Approved vendors will be subject to periodic checks by the Zoning Administrator and/or his/her designee to ensure all information required by the City of Deadwood is being provided.

Report Date: _____ Event Date: _____

Name of Person Completing Form: _____

Contact Phone: _____ Contact Email: _____

Signature: _____

Check here if no event is scheduled for next month: ☐

Event Name: _____

Event Location: _____

List of Vendors

List all anticipated vendors for the applicable event.

Please use as many additional sheets as necessary.

Page 1 of _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Monthly Vending Report – Additional Sheet**Report Date:** _____**Page** _____ **of** _____**Event Name:** _____**Event Date:** _____**Event Location:** _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____



Guidelines and Information Packet

The City of Deadwood has contracted with the Deadwood Chamber of Commerce and Visitors Bureau for the management and coordination of the Deadwood Event Complex. As an applicant for rental and use of any portion of the Deadwood Event Complex, you are required to contact the Chamber for coordination and assistance in the submittal of this application to the City. The guidelines and information packet will provide the applicant with important information related to the application for rental and use of the Deadwood Event Complex.

Deadwood Event Complex Use Guidelines and Information

Application Process

The City of Deadwood has contracted with the Deadwood Chamber of Commerce and Visitors Bureau for the management and coordination of the Deadwood Event Complex. As an applicant for rental and use of any portion of the Deadwood Event Complex, you are required to contact the Chamber for coordination and assistance in the submittal of the application for use to the City. The Chamber can be contacted at the following address:

Deadwood Chamber of Commerce
501 Main Street
Deadwood, SD 57732
605-578-1876

General Information

Please submit a completed rental agreement with your requests by mail or hand deliver to: Deadwood Event Complex Rental Agreement, 102 Sherman Street, Deadwood, SD 57732. Please include the buildings(s) or areas(s) you are requesting, type of use, days, times, assistance, set up and tear down needs, and any other special requests. The days utilized to set-up and clean-up are days reserved and the rental fees applied to all days reserved. The rental and use agreement must be very detailed and completed along with all fees submitted prior to being reviewed by the Deadwood Safety Committee.

Reservation of Complex

Application for rental and use of the Event Complex shall be submitted to the City of Deadwood at least sixty (60) days before the scheduled event and no earlier than one year before the scheduled event. A calendar of events will be provided to the applicant indicating available days for use when the applicant meets with Chamber of Commerce representatives. If conflicts in dates arise at the time of the application process the first application submitted to the City of Deadwood will have the first opportunity for approval. The City of Deadwood has reserved the right to make a specific time of the year in which the complex is not available for use as a historic event in partnership with the City of Deadwood takes place. ~~The event complex is not available for use the last full week of July and four business days before and after the last full week of July. For 2026 Days is the 2nd full week of July.~~

~~A five hundred (\$500) dollar deposit is the minimum deposit and the City Commission reserves the right to request a larger damage deposit. A \$1,250.00 (no alcohol) or \$2,500.00 (serving alcohol), which includes a \$250.00 non-refundable administrative fee is the minimum deposit and the City of Deadwood reserves the right to bill for additional fees if damages exceed deposit amount, which is set and amended by resolution.~~

Cancellation of Event

If an approved rental date is rained, snowed out or is unable to be held for any reason within sixty (60) days of the event, the City of Deadwood will attempt to accommodate a reschedule or issue a refund if the Complex has not been used by the Event Organizer, this includes set-up. If the event organizer has set-up for the event and utilized City property no refund will be issued. Cancellation of an approved rental time initiated by the event organizer at least ninety (90) days before the event will be granted a refund of all fees and deposits.

Comments and Input

The City of Deadwood is very interested in the Event Organizer's opinion in regards to the use of the event complex and the facilities. After the use of the event complex please provide the City with all of your comments good or bad, deliver your input to the City of Deadwood, 102 Sherman Street, Deadwood, SD 57732.

Definitions

The City of Deadwood has a fee policy in regards to facility rental fees. The following are the definitions of categories for the Deadwood Event Complex fee structure:

For Profit

For profit applies to a business or other organization whose primary goal is making money, or a profit. For profit applies to money changing hands in connection with the event in the facility, whether this is in the form of a sale, a charge to get in the door, or a fee previously paid to user (e.g., a class fee), not to whether the user actually makes a profit.

Private

User may be a private individual or a for profit organization using facility for a non-profit purpose (such as an employee party).

Non Profit

This term refers to an organization incorporated under state laws and approved by both the state's Secretary of State and its taxing authority as operating for educational, charitable, social, religious, civic, or humanitarian (non-profit) purposes. Event organizers do not intend to realize any personal gain or profit. As a non-profit you are not automatically exempt from sales tax.

Government

The term government includes all local, state, and federal agencies. To receive government rates your application must be submitted with a government agency as a partner or stand alone.

City of Deadwood Event Complex 15 Seventy-Six Drive Deadwood, SD 57732



	Event Complex Facilities	Parking Lots	Baseball Fields
Private	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
Non Profit	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
For Profit	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	\$500 / Day	\$400 / Day	\$300 / Day
Government	No charge	No charge	No charge

Damage Deposit (Refundable): ~~\$500 (no alcohol) or \$1,000 (serving alcohol)~~

Damage Deposit (Refundable): \$1,250.00 minimum (no alcohol) or \$2,500.00 minimum (serving alcohol), **WHICH INCLUDES A \$250.00 NON-REFUNDABLE ADMINISTRATIVE FEE**, which is set and amended by resolution.

Key Deposit (Refundable): \$100.00 (Total no matter the number of keys)

Definitions

Event Complex Facilities: Includes the Ticket Booth, Main Grandstand, Crow's Nest, Main Grandstand Restrooms, VIP Grandstands, Baseball Field Restrooms, Arena and Corral Areas, Bars under Main Grandstands.

Parking Lots: Include the Ferguson Field Parking Lot minus fifteen (15) parking spots for the Days of 76 Museum, the Baseball Field Parking Lot, and parking at the SDDOT property.

Baseball Fields: Keene Park (2 Baseball/Softball Fields, Batting Cage, Playground)

Facility Capacity and Conditions

- Seating Capacity: 5,000 People
- Standing Room Only Space: @500 People
- Sand/Dirt Arena Floor: 40,000 square feet
- Timed Event and Livestock Corral Areas: 12,000 square feet dirt surface
- Closed Circuit Television Capable
- Sound System Available (May not meet the needs of every event)
- Lighting for the Entire Complex
- Parking (Asphalt Surface): 318 vehicle spaces/6 bus spaces/15 Museum only spaces
- *Note: the above referenced parking does not include the parking at the SDDOT property

Facility Use Agreement

A completed Event Complex Rental and Use Agreement, facility use fees, additional service fees, and deposits must be submitted at the time of the application for use of the facilities or the application will not be reviewed.

Clean-up

It is the responsibility of the renter to leave the Deadwood Event Complex in the same condition as it was received. All equipment used shall be returned to the original locations in which they were received. Cleaning materials and supplies are the responsibility of the renter. Empty all trash receptacles and deposit trash into dumpsters for removal. Clean all restroom fixtures, sinks, toilets, counters, and floors. All corral and timed event areas shall be returned to the original condition as they were at the beginning of the rental agreement. The arena shall be prepared to its original condition as it was at the beginning of the rental agreement. The entire rented space of the event complex shall be free of debris, garbage, and any/all personal property of the renter.

Alcohol:

To obtain permission to serve **or have** alcoholic beverages the City Finance Office **MUST** be contacted, at (605) 578-2600. Alcoholic beverages are NOT permitted outside of the Event Complex.

The sale of alcoholic beverages may be allowed by acquiring a special alcoholic beverage license from the City of Deadwood per Deadwood Codified Ordinance Chapter 5.04.070 and South Dakota Codified Law Title 35. See both legal references below.

City of Deadwood Codified Ordinance Chapter 5 – Alcoholic Beverages

5.04.090 Fees

<i>License Type</i>	<i>Initial Fee</i>	<i>Renewal Fee</i>
<i>Special alcohol beverage license, malt beverage retailer, on-sale wine retailer, special on-sale liquor, special off-sale South Dakota farm wine dealer</i>	\$50 \$100.00 per day not to exceed 15 consecutive days	<i>Special alcohol beverage license, malt beverage retailer, on-sale wine retailer, special on-sale liquor, special off-sale South Dakota farm wine dealer</i>

5.04.100 Special alcoholic beverage license procedures

- A. Special event alcoholic beverage licenses may be issued by the City Commission in conjunction with special events held within the city. Any license issued pursuant to this section may be issued for a period of time established by the City Commission, not to exceed fifteen consecutive days. The issuance of this license is not a matter of right and is at the sole discretion of the City Commission.

- B. The applicant shall make application sufficiently in advance of the event so that it may be acted on by the City Commission at a regularly scheduled meeting. Each license application shall be accompanied by the required fee at the time of submission to City Finance Office. Licenses are subject to same public hearing requirement as new license. No public hearing is required for the issuance of a special event license if the person applying for the special event license holds an eligible permanent license and the special event license is to be used on publicly-owned property.
- C. The organization receiving the licenses shall be responsible for security and safety of the participants and/or meet all rules, regulations or laws and requirements of state and local government.
- D. No person or entity may be issued more than twenty (20) special licenses per calendar year.
- E. The special alcoholic beverage licenses available are as follows:
 - 1. Special event malt beverage retailer. Special event malt beverage retailers licenses are available to any civic, charitable, educational, fraternal, or veterans administration or any licensee licensed pursuant to 5.04.030 and 5.04.080
 - 2. Special event on-sale wine retailer. Special event on-sale wine retailers licenses are available to any civic, charitable, educational, fraternal, or veterans administration or any licensee licensed pursuant to 5.04.030 and 5.04.080
 - 3. Special event on-sale dealer. Special event on-sale dealers licenses are available to any civic, charitable, educational, fraternal, or veterans administration or any licensee licensed pursuant to 5.04.030 and 5.04.080
 - 4. Special event on-off sale package wine dealer. Special event on-off sale package wine dealer licenses are available to any civic, charitable, educational, fraternal, or veterans administration or any licensee licensed pursuant to 5.04.030 and 5.04.080

(Ord. 1130, 2010; Ord. 1113, 2009)

5.04.130 Consumption and possession of alcoholic beverages in public places permitted.

The City Commission may permit, subject to conditions or restrictions that it may deem appropriate, the consumption and blending of alcoholic beverages on publicly owned property described by the City Commission, or property owned by a non-profit corporation in conjunction with a special event. The authorization shall not exceed 24 hours.

South Dakota Codified Law Title 35 – Alcoholic Beverages/Special Events

35-4-124. Special alcoholic beverage licenses issued in conjunction with special events.

Any municipality or county may issue:

- (1) A special malt beverage retailers license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(4), (6), or (16) in addition to any other licenses held by the special events license applicant;
- (2) A special on-sale wine retailers license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(4), (6), or (12) or chapter 35-12 in addition to any other licenses held by the special events license applicant;

(3) A special on-sale license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(4) or (6) in addition to any other licenses held by the special events license applicant;

(4) A special off-sale package wine dealers license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(3), (5), (12), (17A), or (19) or chapter 35-12 in addition to any other licenses held by the special events license applicant. A special off-sale package wine dealers licensee may only sell wine manufactured by a farm winery that is licensed pursuant to chapter 35-12;

(5) A special off-sale package wine dealers license in conjunction with a special event, conducted pursuant to § 35-4-124.1, within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization;

(6) A special off-sale package malt beverage dealers license in conjunction with a special event, conducted pursuant to § 35-4-124.1, within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization; or

(7) A special off-sale package dealers license in conjunction with a special event, conducted pursuant to § 35-4-124.1, within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization.

Any license issued pursuant to this section may be issued for a period of time established by the municipality or county. However, no period of time may exceed fifteen consecutive days. No public hearing is required for the issuance of a license pursuant to this section if the person applying for the license holds an on-sale alcoholic beverage license or a retail malt beverage license in the municipality or county or holds an operating agreement for a municipal on-sale alcoholic beverage license, and the license is to be used in a publicly-owned facility. The local governing body shall establish rules to regulate and restrict the operation of the special license, including rules limiting the number of licenses that may be issued to any person within any calendar year.

General Business:

If you will be selling any items (tangible personal property), you as well as vendors must present a copy of your South Dakota Sales Tax License. For information on sales tax licensing contact the South Dakota Department of Revenue Office in Pierre.

445 East Capitol Ave
Pierre, SD 57501-3185
(605) 773.3311

If vendors are intended to be used during an approved event at the Deadwood Event Complex all vendors shall comply with Chapter 5.28 of the City of Deadwood Code of Ordinances. Below the complete Chapter has been provided for reference. In addition vendors will be limited to designated areas (as indicated on the event complex site plan) within the event complex unless otherwise approved by the City of Deadwood Safety City Commission.

City of Deadwood Codified Ordinance Chapter 5.28 – Commerce within the City

Sections:

- 5.28.010 Peddlers, solicitors, transient merchants and vendors—License required.
- 5.28.011 Actors and performers—Registration required.
- 5.28.020 Definitions.
- 5.28.030 General commerce in city limits—License required.
- 5.28.035 Display of merchandise.
- 5.28.040 License application.
- 5.28.050 Investigation of applicants.
- 5.28.060 Fee, bond and duration of license.
- 5.28.070 Temporary structures.
- 5.28.080 Exceptions.
- 5.28.090 Violation—Penalty.

5.28.010 Peddlers, solicitors, transient merchants and vendors—License required.

It is unlawful for any transient merchant, peddler/hawker, vendor or solicitor to conduct, operate, manage or engage in any business described herein without first obtaining a license to do so from the Deadwood city commission, or his or her designee, as required by this chapter. This chapter shall apply and be effective on both public and private streets, sidewalks, parks and parking lots within the city. In addition, this chapter shall apply in areas zoned residential or commercial within the city on private property outside or inside of any home, residence, business or structure.

5.28.020 Definitions.

As used in this chapter:

"Exterior" means the outer side or surface, except that the interior side of a door shall also mean exterior for purposes of this chapter; also, for purposes of this chapter, exterior also means "outside."

"Inside" means the inner side of any permanent residential or commercial structure or enclosure.

"Locally designated Historic District" means (1) 424-818 Main Street; (2) all of Lee Street; (3) all of Siever Street; (4) all of Deadwood Street; (5) all of Pine Street; (6) all of Sherman Street; and (7) 1-13 Charles Street.

"Merchandise" means goods bought and sold in business; commercial wares.

"Outside" means the outer side of any permanent residential or commercial structure or enclosure.

"Peddler/hawker" means a person selling or offering to the public personal property or services including but not limited to, coupons, tokens or other items of trade or commerce by going from place to place, house to house, or parking on a highway or street who carries personal property for immediate sale or performs the services immediately. This definition does not include the business which follows an established route selling goods and which stops only at those premises which have requested such services.

"Solicitor" means a person engaging in the same activity as a peddler except that the goods and services are for future delivery.

"Stand" means any table, showcase, bench, rack, pushcart, wagon or any other movable vehicle or device, whether or not it may be moved without the assistance of a motor and whether or not it is required to be licensed and registered by the state department of commerce and regulation, used for the displaying, storing or transporting of articles offered for sale by a vendor.

"Temporary" means no business that plans to be in Deadwood for less than a year, whether evidenced by short-term lease or otherwise, shall be deemed anything but temporary as such business is expected to change in status, conditions or place; is intended to exist for only a definite period; is not lasting, or intended to last as that term is commonly known, or lasting for a short or limited time; and is transitory in nature.

"Transient merchant" means any person, firm, corporation, partnership, association or any agent thereof who establishes a temporary business offering wholesale or retail goods within the city.

"Vendor" means any person engaged in the selling or soliciting for sale of goods, wares, merchandise, services, including food and beverages, within the city limits, from a stand or motor vehicle or from their person.

5.28.030 General commerce in city limits—License required.

It is unlawful for any person, entity or business to sell or offer for sale or trade any goods, services, coupons, tokens or other items of trade or commerce or merchandise in the public or private streets, public or private sidewalks, public or private parks, or public or private parking lots within the city, whether or not the area is zoned residential or commercial within the city without a license issued pursuant to this chapter, provided that this chapter shall not apply to a person, entity or business which follows an established route and stops only at those premises which requested such goods or merchandise.

5.28.040 License application.

An applicant operating as a temporary vendor on city property shall file a verified application with the Zoning Administrator or her or his designee, providing the following information:

- A. Proof of a South Dakota Sales Tax License and if for the sale of food or beverages, a certificate from the South Dakota health department.
- B. A statement of whether the applicant, upon sale or order, shall demand, accept or receive payment or deposit of money in advance of final delivery.
- C. A statement of the period of time the applicant wishes to do business within the city limits.
- D. The local or permanent address of the applicant.
- E. The type of personal property or services the applicant proposes to offer in the city.
- F. Liability insurance certificate naming the City of Deadwood as additionally insured in an amount of not less than one million dollars (\$1,000,000.00)
- G. A list of three business references, including, if possible, the names of three cities or towns where the applicant has operated previously.
- H. A letter from the zoning administrator stating that the activity for which the license is sought has been approved by the planning and zoning commission and board of adjustment as appropriate under the zoning ordinance of the city, codified in Title 17 of this code.

5.28.050 Investigation of applicants.

Application shall be made at least sixty (60) days prior to the commencement of the proposed business to enable the chief of police, or his or her designee, to investigate the qualifications of the applicant. The applicant shall cooperate with the investigation by providing proof of identification and any other reasonable information for the investigation.

5.28.060 Fee, bond and duration of license.

A. The license fee under this chapter, which is set and amended by resolution, shall be payable in advance, for each fourteen (14) day period for any activity described herein that is to be conducted inside or outside. Upon meeting the conditions specified by this chapter, the applicant may be issued a license for the location and the time period for which it is effective.

B. All establishments which possess a convention center liquor license shall obtain a convention center vending permit. The license fee for a convention center vending permit, is set and amended by resolution, shall be payable in advance, for one (1) calendar year. This permit allows for the establishment to have indoor or outdoor vending on their private property per SCL 35-4-75. A vendor doing business inside or outside of a licensed convention center is not required to pay a separate vending permit fee to the city as it shall be covered under the convention center's license.

C. Monthly vending reports shall be submitted by convention center vending, including Outlaw Square and Event Complex, to the Planning and Zoning Office. The report shall list event and vendor information for any event scheduled to occur the following month. Reports shall be submitted by the 15th of each month. Reports are to be submitted even if no upcoming event is planned for the following month. Failure to submit monthly reports could risk future event approval(s) and/or reissuance of liquor license. Approved vendors will be subject to periodic checks by the Zoning Administrator and/or his/her designee to ensure all information required by the City of Deadwood is being provided.

D. Outdoor vending during the Sturgis Rally and Races shall NOT be covered by a convention center vending license. Vendors for the Sturgis Rally and Races shall follow all criteria of Chapter 5.28, excluding Outlaw Square and the Deadwood Event Center. All temporary vendors during the Sturgis Rally and Races, other than those operating indoors under a convention center vending license, shall follow all criteria of Chapter 5.28.

E. Any person or organization approved use of the Deadwood Event Complex or Outlaw Square shall follow vendor rules below:

1. Vendors shall provide the necessary information to the event coordinator including South Dakota Sales Tax License.
2. Vendors shall comply with the guidelines of the facility use agreement for the event complex or Outlaw Square and shall comply with all other requirements of [Chapter 5.28](#).

5.28.070 Temporary structures.

A. Temporary structures such as vending stands, reviewing stands, sheds, canopies, tents, awnings and fences may be erected only on private property zoned CH-commercial highway district, and C1 commercial district, except that no such structures shall be allowed in the locally designated historical district (planning unit 4), provided a temporary permit is obtained. Such permit shall be issued by the building inspector for a period not to exceed twenty-one (21) days.

B. All temporary structures shall be dismantled and removed from the premises no later than twenty-one (21) days after their construction or erection commenced. If the structure is not removed within that time, the city may remove the structure, or contract for its removal, and bring an action in any court of competent jurisdiction for the recovery of any costs.

C. Any temporary food or beverage structure shall have asphalt, concrete, wood or other similar material for a floor and shall display an inspection certificate from the State of South Dakota department of health.

5.28.080 Exceptions.

A. The city commission shall have the authority to grant exceptions to the fee associated with this chapter for and during specific community events such as the Days of '76 Celebration, Wild Bill Days and other events where sponsors of said events have in the past used vendors in connection with such events at the Deadwood Event Complex and Outlaw Square and other community events provided that the sponsor of such events will make every reasonable attempt to use services, merchandise and products of local businesses if possible. Further, any prohibition of temporary structures on private property zoned CH- commercial highway district or C1 commercial district may be waived upon holding a public hearing on this issue, with the proponent of such waiver being responsible for all costs of said public hearing. Further, the fee requirements may be waived by the city commission upon holding a public hearing on this issue.

B. This chapter, except for the temporary structures provisions, shall not apply to solicitations, sales or distributions made by local or nationally chartered charitable, educational or religious organizations. This chapter shall not be deemed to waive the notice requirements under the state statute to the city commission of any organization conducting a bingo game or lottery nor to restrict the city commission in the reasonable regulation of such bingo game or lottery.

C. This chapter shall not apply to the sales of fruits, vegetables, farm or garden products or farmer's markets.

D. This chapter shall not apply to rummage sales, yard sales, city-wide community used property sales and lemonade stands or other similar activities operated by minors or children or youth groups, or other nonprofit groups.

5.28.090 Violation—Penalty.

Failure to obtain a license as required by this chapter or any other violations of this chapter may be punishable by the maximum fine and jail as prescribed for Class 2 misdemeanors under South Dakota law for each offense. Each day of operation without such a license or without compliance with the terms of this chapter shall be deemed a separate offense.