



## Event Committee Meeting Meeting Agenda

November 20, 2025

1. **ROLL CALL**
2. **APPROVAL OF MINUTES**
  - [a.](#) Approval of October 30, 2025 minutes.
3. **OLD BUSINESS**
  - a. Recap of November Events: Big Whiskey Festival - November 8.
  - [b.](#) 3-Wheeler Rally Show n Shine - July 15, 2026.
4. **NEW BUSINESS**
  - [a.](#) New Years Eve Ball Drop - December 31, 2025.
  - [b.](#) K9 Keg Pull - January 24, 2026.
  - [c.](#) Winter's Fat Tire Classic - February 14, 2026.
  - [d.](#) Mardi Gras - February 13-14, 2026.
  - [e.](#) Back When They Bucked - May 20- May 26, 2026.
  - [f.](#) Deadwood All In Motosports Showdown - June 27, 2026.
  - [g.](#) Mustang Rally - September 3, 2026.
  - h. 150th Celebration Update.
5. **REFUNDS**
6. **UPCOMING EVENTS**
  - a. Community Christmas Tree Lighting - December 5.
  - b. Deadwood Elks Hoop Shoot - December 7 - use of Rec Center.
  - c. Kringle Crawl - December 12-13 - open container.
  - d. New Years Eve Ball Drop - December 31 - street closure.
7. **OPEN DISCUSSION**
8. **MEETING ADJOURNMENT**
  - a. Next meeting will be Thursday, December 18, 2025 at 10:00 a.m.

## CITY OF DEADWOOD EVENT COMMITTEE

### **Roll Call:**

The City of Deadwood Event Committee met Thursday, October 30, 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, Destiny Maynard, Cory Percy, Bobby Rock, Cory Shafer, Rose Speirs, Lornie Stalder, and Misty Trehwella.

Brad Myers, Deadwood Soda Saloon and Zach Clement, Lead-Deadwood School District were also present. Amber Vogt, Jay Vogt Tournament and Lead-Deadwood School Board Member, and Michelle Pierce, 3-Wheeler Rally, were on zoom.

Absent was Tom Riley.

### **Approval Of Minutes:**

Minutes of the meeting on September 25 2025, were approved by Mrs. Speirs, second by Mr. Adler; motion carried unanimously.

### **Old Business:**

#### **1. Recap of August/September Events:**

No issues with Oktoberfest, Parts Unlimited Dealer Ride, Wild West Songwriters Festival and Chace Wedding. Discussion was held concerning a street closure on Fridays as well during Deadweird.

#### **2. Deadwood Lead 76ers Invitational – January 9-11, 2026.**

Mrs. Martinisko asked to update the fee section. Mr. Ellis moved to approve contingent upon receiving insurance and recommend to city commission, seconded by Mr. Adler; motion carried unanimously.

#### **3. Jay M Vogt Tournament – June 19-21, 2026.**

Mrs. Martinisko asked to update the fee page. Discussion was held concerning cleaning of bathrooms and trash. Mr. Rock moved to approve contingent on cleaning of bathrooms and trash removal and recommend to city commission, seconded by Mrs. Speirs; motion carried unanimously.

#### **4. 3-Wheeler Rally – July 10-16, 2026.**

Discussion was held concerning the vending report. Mrs. Speirs moved to approve and recommend to city commission, seconded by Mr. Stalder; motion carried unanimously.

#### **5. 3-Wheeler Rally Show and Shine – July 15, 2026.**

Mrs. Pierce spoke about doing the Show and Shine on Monday instead of Wednesday, to not interfere with the stagecoach rides. Discussion was held concerning a soft street closure until all vehicles are parked. Mrs. Speirs moved to continue, seconded by Mr. Allen; motion carried unanimously.

**New Business:****1. Deadwood Elks Hoop Shoot – December 7, 2025.**

Mr. Lux moved to approve use of Rec Center and waiver of fess and recommend to city commission, seconded by Mr. Adler; motion carried unanimously.

**2. Snocross – January 23-24, 2026.**

Mr. Allen spoke about the event, requesting open container, special temporary liquor license for Deadwood Chamber and use of Event Complex. Discussion was held concerning the additional set-up and tear down fees. Mrs. Martinisko believes those fees should be waived since they are paying all the fees where staff is involved. Mr. Ellis moved to approve waiver of user fees including additional set-up and tear down fees, open container, and special temporary liquor license for the Chamber and recommend to city commission; seconded by Mrs. Maynard; motion carried unanimously.

**3. Luau – Community Gathering – February 22, 2026.**

Mrs. Speirs moved to approve and recommend to city commission, seconded by Mr. Rock; motion carried unanimously.

**4. Lead Deadwood School Board Representative added to the committee.**

Miss Trewhella stated Amber Vogt would like to a member from Lead Deadwood School District be part of the Event Committee. After discussion, Mr. Allen moved to add Zach Clement to the event committee, seconded by Mr. Shafer; motion carried unanimously.

**5. Approve updated Event Complex Application. School recommendation for the disclaimer.**

Lead-Deadwood School District would like to amend the Disclaimer for the Event Complex Application to include “Ferguson Field usage is set as a top priority for youth/school and community activities, followed by other requests.” Discussion was held concerning conflicts and scheduling events during school sports. Mrs. Martinisko believes the disclaimer now is more than efficient. Mr. Clement spoke about the football schedule. Mr. Stalder stated it will be beneficial to have Mr. Clement’s on the committee. Discussion was held concerning scheduling of youth activities. After much discussion, Mr. Ellis moved to leave event application as is, seconded by Mrs. Maynard; motion carried unanimously.

**6. 150<sup>th</sup> Celebration Update.**

Mr. Allen wanted to add this to the agenda each month to keep everyone up to date on the 150<sup>th</sup> celebration. Mrs. Martinisko stated communication is important between all committees.

**Refunds:****1. Parts Unlimited Dealer Ride – October 11-15 - \$1,100.00.**

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

**2. Lead-Deadwood Youth Football and Cheer - \$250.00 – Cleaning of Ferguson and baseball Field bathrooms.**

Mr. Rock moved to approve the refund, seconded by Mrs. Speirs; motion carried unanimously.

**3. Chace Wedding – October 25 - \$1,100.00**

Mr. Allen moved to approve the refund, seconded by Mr. Rock; motion carried unanimously.

**Upcoming Events:**

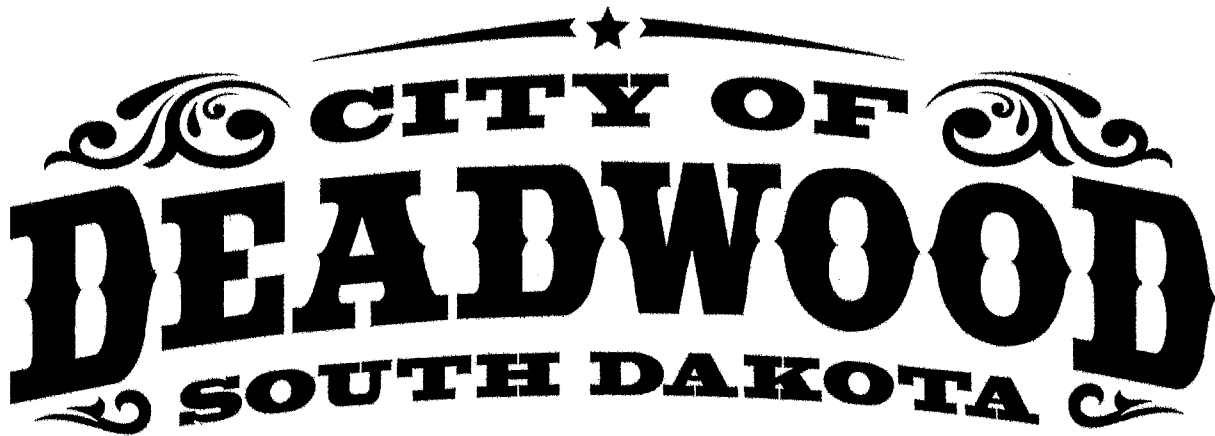
1. Big Whiskey Festival – November 8
2. Holiday Ho Ho Horseshoes – November 15-December 30.

**Open Discussion:**

Brad Myers, Deadwood Soda Saloon, would like some ideas concerning clean-up during large events. He has spent several hours cleaning around his Main Street business and other businesses. Mrs. Martinisko encouraged the chamber to add something to the newsletter to remind businesses.

**Meeting Adjournment:**

With no further business for the committee to consider, Mrs. Speirs moved to adjourn, second by Mr. Stalder. The next Event Committee meeting will be **Thursday, November 20, 2025 at 10:00 a.m.**



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

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## **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 checked="" type="checkbox"/> Other | 3 WHEELER RALLY                    |                                 |                                  |

Event Title: Deadwood 3 Wheeler RallyEvent Date(s): July 11 - July 15, 2026 Total Anticipated Attendance: 700+  
(month, day, year)

(# of Participants \_\_\_\_\_ # of Spectators \_\_\_\_\_)

Actual Event Hours: (from: 8:00 AM / PM (to): 10:00 AM / PM)Location / Staging Area: Deadwood Event Center / Days of '76 ComplexSet up/assembly/construction Friday - July 10 Start time: 6:00 AM / PMPlease describe the scope of your setup / assembly work (specific details): Setting up additional tents, Vendor set up, Bar set up, Tables & chairs, Banners & flagsDismantle Date: July 16 6:00 am Completion time: July 16 3:00 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: July 13th / Monday - Soft closure on main street from Wall Street to gold street (mustang rally's to Gold Dust) right hand side going S. we will provide Badlands security / start at 9:00 am - ending at 11:00 a.m.

- 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: <u>N/A</u> | Times: _____ | Zone: _____ |
| Date: _____      | Times: _____ | Zone: _____ |
| Date: _____      | Times: _____ | Zone: _____ |
| Date: _____      | Times: _____ | Zone: _____ |

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**☒ Commercial (for profit)☐ Noncommercial (nonprofit)Sponsoring Organization: First Gold Gaming ResortChief Officer of Organization (NAME): Terri Ward / Deadwood 3 Wheeler RallyApplicant (NAME): Michele Pierce Business Phone: (605) 578-9777 ext 1103Address: 270 Main Street Deadwood SD 57732  
(city) (state) (zip code)Daytime phone: 307, 391-1541 Evening Phone: 307, 391-1541 Fax #: ( )Please list any **professional event organizer** or **event service provider** hired by you that is authorized to work on your behalf to produce this event.Name: Michele PierceAddress: 270 Main Street Deadwood SD 57732  
(city) (state) (zip code)Contact person "on site" day of event or facility use Michele Pierce Pager/Cell #: 307-391-1541**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING**

NO

YES

☐☐Is your organization a "Tax Exempt, nonprofit" organization? If **YES**, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).☐☒Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s):participant 50.00 per person to offset swag bags & activities & music

**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:

Attached map

July 11 - Kick off party @ Complex 5:00 pm

July 12 - 4 Coordinated rides with ride leaders - music @ 5:00

July 13 - Snow-n-shine 9-11 Downtown /afternoon rides  
music @ 5:00 at complex

July 14 - 4-6 Coordinated rides - pie & ice cream social  
raise money for local VFW  
music @ 5:00 - complex

July 15 - pancake feed 7-11 VFW - 2-4 Coordinated rides  
final dinner @ 5:00, parade @ 8:30 pm

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

NO

☐

YES

☒

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.

☐
☒

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

☐
☒

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. If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-of-Way.

[https://www.state.sd.us/eforms/secure/eforms/S\\_E0903v1\\_PermiTToOccupyROW.pdf](https://www.state.sd.us/eforms/secure/eforms/S_E0903v1_PermiTToOccupyROW.pdf)

☒
☐

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

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: FG will prepare food  
on site via grills (propane) flat top grills

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: 16      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: city - fee paid

Other Related Event Components not covered above. porta potties - Superior Sanitation daily service

### **SAFETY / SECURITY / ACCESSIBILITY**

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

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

**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: Badlands Security - Fritz Carlson

Security Organization Address: Belle Fourche SD  
(city) (state) (zip code)

Security Director (Name): Fritz Carlson Business phone: 605-210-1780

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: 10 pm

lights in Event Center and also in bar tents that FG provides

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

Number \_\_\_\_\_ Ambulance(s) – How provided? Dwd Emergency

Number \_\_\_\_\_ Emergency Medical Technicians – How provided? \_\_\_\_\_

**PROMOTION/ADVERTISING/MARKETING/INFORMATION**

NO YES Will this event be promoted, advertised or marketed in any manner? If YES, please describe:

☐
☒

Social Media, radio, local newspaper, SEO

☐
☐

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

possibly tv station

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:

Black Hills Insurance Agency

Agent's Name: Elizabeth Brown

Business Phone: (605) 342-5555 Policy Number: CL 2462827196 Policy Type: Commercial Liability

Address: 820 St. Joseph, Rapid City (city) 57709 (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): Michele Pierce

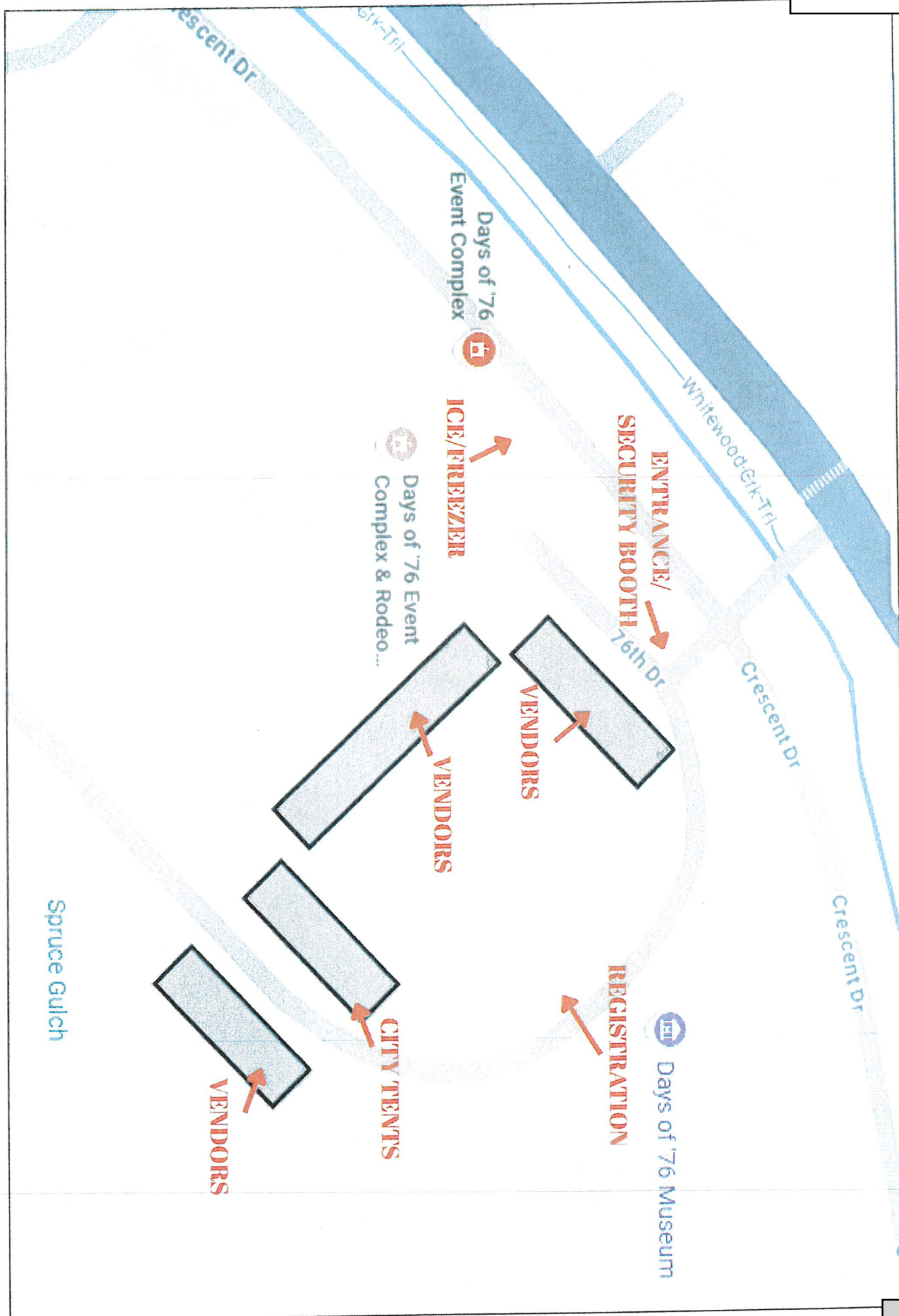
[Signature]  
(Signature of Applicant/Sponsoring Organization)

Title: Event Coordinator

Date: 11/6/25

## VENDING

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.





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 07/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                         |  |                                                                                                                                                                                                                                                              |  |
|---------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Black Hills Insurance Agency<br>820 St. Joseph<br>PO Box 3330<br>Rapid City SD 57709 |  | <b>CONTACT NAME:</b> Elizabeth Brown<br><b>PHONE (A/C, No, Ext):</b> (605) 342-5555<br><b>FAX (A/C, No):</b> (605) 342-7901<br><b>E-MAIL ADDRESS:</b> elizabethbrown@blackhillsagency.com                                                                    |  |
| <b>INSURED</b><br>First Gold, Inc.<br>270 Main<br>Deadwood SD 57732                                     |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Markel Insurance Company<br><b>INSURER B:</b> Markel American Insurance Company<br><b>INSURER C:</b> First Dakota Indemnity Company<br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|                                                                                                         |  | <b>NAIC #</b><br>10351                                                                                                                                                                                                                                       |  |

**COVERAGES** **CERTIFICATE NUMBER:** CL257129604 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                      | ADDL SUBR INSD WVD                           | POLICY NUMBER       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                            |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|---------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                              | MKP0000501442601    | 07/01/2025              | 07/01/2026              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ Excluded<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 5,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                     |                                              | MKA0000501442701    | 07/01/2025              | 07/01/2026              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                        |                                              | MKX0000501442801    | 07/01/2025              | 07/01/2026              | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000<br>\$                                                                                                                                                                                      |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y/N<br><input checked="" type="checkbox"/> N | WC020-0027018-2025A | 07/01/2025              | 07/01/2026              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

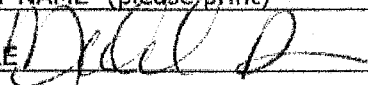
|                                                             |
|-------------------------------------------------------------|
| City of Deadwood<br>108 Sherman Street<br>Deadwood SD 57732 |
|-------------------------------------------------------------|

**CANCELLATION**

|                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Highway No. 85/14A County LAWRENCE Approximately 1.7 Miles ☐ N ☒ S ☐ E ☐ Wfrom (City or well-defined point) 1576 DRIVE Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_Description of Occupancy: EVENING PARADE @ 830PM JULY 15, 2026 - POLICE ESCORTPurpose of Occupancy: PARADE TRAVELS OUT OF THE EVENT CENTER GOING SOUTH ON 85 TO MAIN S DEADWOOD - POLICE ESCORTDuration of Occupancy: PERMANENT ☐ TEMPORARY ☒ If temporary, estimated date of removal or completion: 07/15/26I, the undersigned, request permission to occupy public right-of-way at the above location and as shown on the attached layout sheet. In consideration for this permission, I agree to abide by all conditions as herein stated. 9:30 PM

1. To furnish all materials, labor, incidentals and pay all costs involved with this occupancy including restoration of any damage to the roadway and right-of-way to equal or better conditions than existed prior to the occupancy covered by this permit.
2. To provide protection to highway traffic during occupancy by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual of Uniform Traffic Control Devices."
3. To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of right-of-way designated in this application.

APPLICANT NAME (please print) MICHELE PIERCE DEADWOOD 3 WHEEL RALLYSIGNATURE DATE 10/7/2025ADDRESS 270 MAIN STREET DEADWOOD SD 57732PHONE (605) 578-9777 ext 1103REPRESENTING DEADWOOD 3 WHEEL RALLY /FIRST GOLDEMAIL D3WR@FIRSTGOLD.COM

(Name of Individual, Company, Organization, etc.)

\*\*\*To be completed by Department of Transportation\*\*\*

Project \_\_\_\_\_ Station \_\_\_\_\_ Milepost \_\_\_\_\_ Maintenance Unit \_\_\_\_\_

1. Prior to commencing occupancy and at completion of occupancy the applicant must notify \_\_\_\_\_ at \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_
2. Special Conditions \_\_\_\_\_
3. Failure to accomplish the occupancy in accordance with the provisions of this permit will automatically render this permit null and void and where applicable, constitute grounds for its removal and/or full restoration of the occupancy site all at the applicant's expense.

This permit to occupy the right-of-way is granted subject to all conditions as herein stated.

Area Engineer

Date

Chief Bridge Engineer

Date

(for Bridge Installations only)

Region Engineer

Date

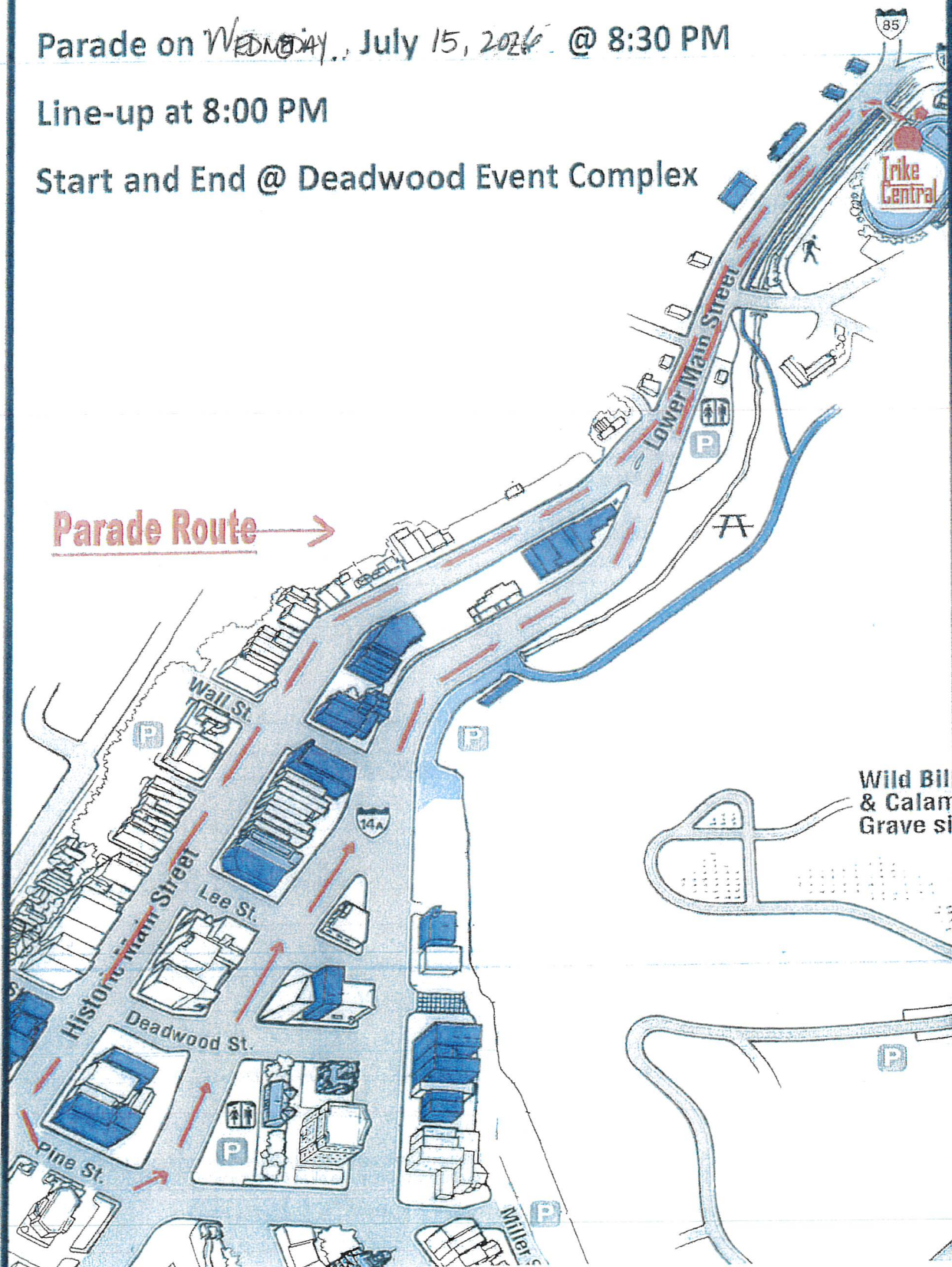
Sheet 1 of 2

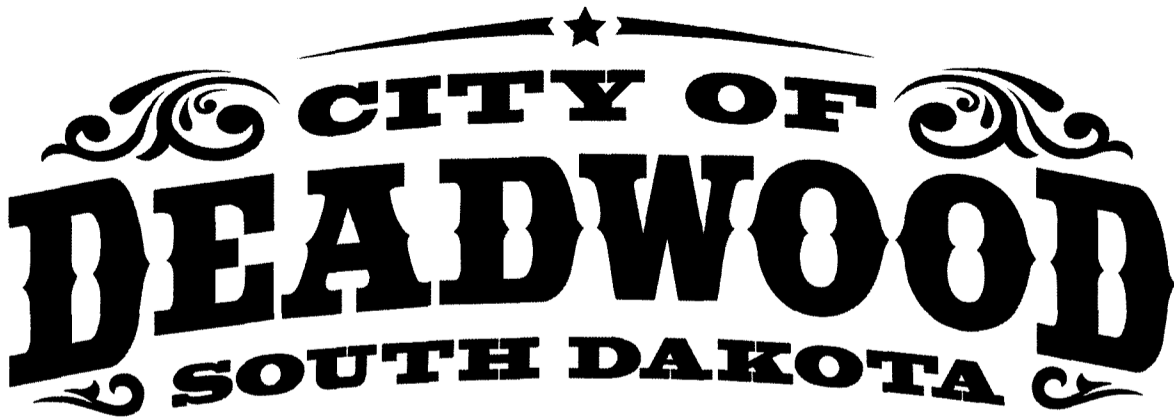
# D3WR "Night Light Parade" Route Map

Parade on ~~Wednesday~~, July 15, 2024 @ 8:30 PM

Line-up at 8:00 PM

Start and End @ Deadwood Event Complex





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

**New Year's Eve Ball Drop**

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**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).

Adopted October 6, 2025

**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 checked="" type="checkbox"/> Other |                                    |                                 |                                  |

Event Title: New Year's Eve Ball DropEvent Date(s): 12/31/2025

(month, day, year)

Total Anticipated Attendance: \_\_\_\_\_

(# of Participants 10 # of Spectators 2000 )Actual Event Hours: (from: 11:50PM AM / PM (to): 12:10AM AM / PMLocation / Staging Area: Franklin Hotel VerandaSet up/assembly/construction 12/27/2025 Start time: 8:00AM AM / PMPlease describe the scope of your setup / assembly work (specific details):  
Franklin VerandaDismantle Date: 1/2/2026 Completion time: 5:00PM AM / PMList 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: Main Street in front of Silverado/Franklin Hotel

- 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 October 6, 2025

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**☒ Commercial (for profit)☐ Noncommercial (nonprofit)Sponsoring Organization: Silverado/Franklin HotelChief Officer of Organization (NAME): Grant LincolnApplicant (NAME): John RystromBusiness Phone: 605578-3670 X13Address: 709 Main StreetDeadwoodSD57732

(city)

(state)

(zip code)

Daytime phone: 605 ) 578-3670Evening Phone: (        )Fax #: 605 ) 578-1366

Please list any **professional event organizer** or **event service provider** hired by you that is authorized to work on your behalf to produce this event.

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

Address: \_\_\_\_\_

(city)

(state)

(zip code)

Contact person "on site" day of event or facility use \_\_\_\_\_ Pager/Cell #: \_\_\_\_\_

**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:**

Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.

**FEES / PROCEEDS / REPORTING**

NO

YES

☐☐

Is your organization a "Tax Exempt, nonprofit" organization? If **YES**, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).

☐☐

Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: 12      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: The Silverado/ Franklin maintenance crews will clean up all the trash with brooms and put the placed trash cans.

Other Related Event Components not covered above. \_\_\_\_\_

### **SAFETY / SECURITY / ACCESSIBILITY**

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

Each exit will have a security person. Also we weill have security outside \_\_\_\_\_

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

Regular Street \_\_\_\_\_

**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: Badlands Security Copany

Security Organization Address: 1120 National Street Belle Fourche SD 57717  
(city) (state) (zip code)

Security Director (Name): Fritz Carlson Business phone: 605-210-1780

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: \_\_\_\_\_  
Illuminated with regular street lighting

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

Number 0 Ambulance(s) – How provided? \_\_\_\_\_

Number 0 Emergency Medical Technicians – How provided? \_\_\_\_\_

Adopted October 6, 2025

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: JR 

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: JR 

### **PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT**

Please describe your plans to notify all residents, businesses and churches impacted by the event: \_\_\_\_\_  
 Advertising in newspapers, radio, TV and social media \_\_\_\_\_  
 \_\_\_\_\_

### **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: \_\_\_\_\_  
 Lighted ball \_\_\_\_\_  
 \_\_\_\_\_

### PROMOTION/ADVERTISING/MARKETING/INFORMATION

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

NO      YES

☐      ☒ Newspapers, TV, Radio, Direct Mail, internet and internal signage.

☒      ☐ 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: John Rystrom

PHONE: 605-578-3670

### 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: 605-578-3670 X13 Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_

Address: 709 Main Street Deadwood SD 57732

(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): John Rystrom

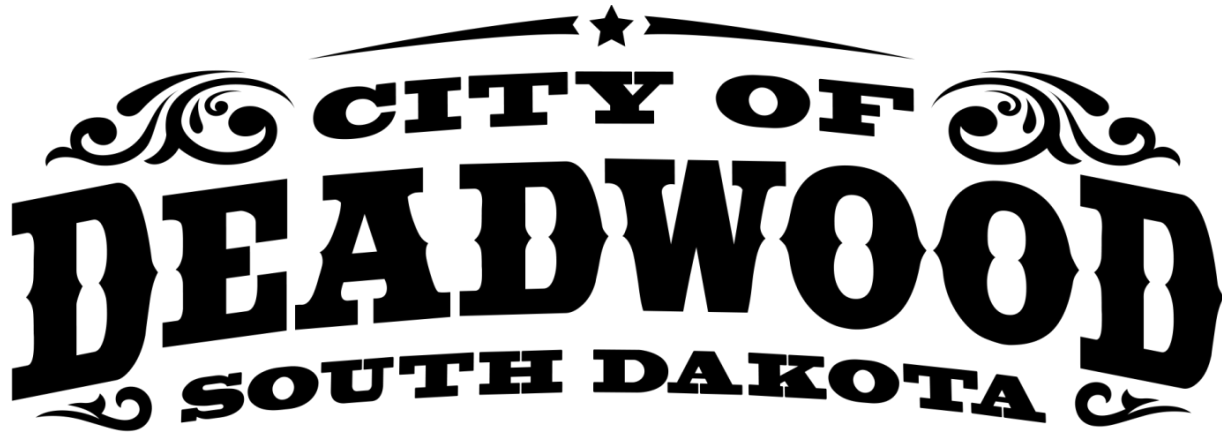
(Signature of Applicant/Sponsoring Organization)

Title: Franklin Hotel Manager

Date: 11/4/2025

### VENDING

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.



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

K9 Keg Pull 1/24/26

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## **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).

Adopted October 6, 2025

## 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 checked="" type="checkbox"/> Other |                                    |                                 |                                  |

Event Title: K9 Keg Pull 1/24/26

Event Date(s): 1/24/26 Total Anticipated Attendance: \_\_\_\_\_  
 (month, day, year)

(# of **Participants** \_\_\_\_\_ # of **Spectators** \_\_\_\_\_)

Actual Event Hours: (from: 9am \_\_\_\_\_ AM / PM (to): 3pm \_\_\_\_\_ AM / PM

Location / Staging Area: Deadwood to Pine St.

Set up/assembly/construction 1/24/26 Start time: 9am \_\_\_\_\_ AM / PM

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

Dismantle Date: 1/24/26 Completion time: 6pm \_\_\_\_\_ 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: Deadwood to Pine 9am-6pm 1/24/26

- 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: <u>1/24/26</u> | Times: <u>noon-10pm</u> | Zone: <u>1-2</u> |
| Date: _____          | Times: _____            | Zone: _____      |
| Date: _____          | Times: _____            | Zone: _____      |
| Date: _____          | Times: _____            | Zone: _____      |
| Date: _____          | Times: _____            | Zone: _____      |

Adopted October 6, 2025

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit)

☐ Noncommercial (nonprofit)

Sponsoring Organization: Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Amanda Kille

Applicant (NAME): Jesse Allen Business Phone: (6605-578)-1876

Address: 501 Main St. Deadwood SD 57732  
(city) (state) (zip code)

Daytime phone: (605-578)-1876 Evening Phone: (605-591)-9171 Fax #: ( )

Please list any **professional event organizer** or **event service provider** hired by you that is authorized to work on your behalf to produce this event.

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

Address: \_\_\_\_\_  
(city) (state) (zip code)

Contact person "on site" day of event or facility use Bobby Rock Pager/Cell #: 605-561-9162

**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)

**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.

## FEES / PROCEEDS / REPORTING

NO

☒

YES

☐

Is your organization a "Tax Exempt, nonprofit" organization? If **YES**, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).

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Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): Race Fee/Donation

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**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:

K9 Keg Pull

Street closure 1/24/26 9am-6pm Deadwood-Pine

Open Container noon-10pm Zone 1-2

Request to waive banner fees

Request 2 bleachers

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

NO

☒

YES

☐

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.

☒☐

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. If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-of-Way.

[https://www.state.sd.us/eforms/secure/eforms/S\\_E0903v1\\_PermiTtoOccupyROW.pdf](https://www.state.sd.us/eforms/secure/eforms/S_E0903v1_PermiTtoOccupyROW.pdf)

☐☒

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

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: \_\_\_\_\_

\_\_\_\_\_

Other Related Event Components not covered above. \_\_\_\_\_

\_\_\_\_\_

## SAFETY / SECURITY / ACCESSIBILITY

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

Security Organization Address: 11089 Snoma Red Belle Fourche SD 57717

(city) (state) (zip code)

Security Director (Name): Fritz Carlson Business phone: 605-210-1780

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 0 Ambulance(s) – How provided? \_\_\_\_\_

Number 0 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: JA

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: JA

### PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: Chamber Newsletter and Social Media

### 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: \_\_\_\_\_

☐
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Will **sound amplification** be used?

If **YES**, please indicate: Start Time: 11am AM / PM – Finish Time: 3pm AM / PM

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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: Event PA System

☒
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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: \_\_\_\_\_  
Sponsor Banners

## PROMOTION/ADVERTISING/MARKETING/INFORMATION

NO

☐

YES

☒

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

Local and social media

☐
☒

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

Local and social media

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

NAME: Amanda Kille

PHONE: 605-578-1876

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company:

Lloyds of London

Agent's Name:

Chris Roberts

Business Phone: (6605-57)8-1876

Policy Number: GP350GL003-2

Policy Type: GL

Address: 501 Main St. Deadwood SD 57732

(city)

(state)

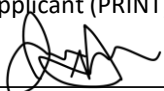
(zip code)

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): Jesse Allen



(Signature of Applicant/Sponsoring Organization)

Title: Event Coordinator

Date: 11/3/25

## VENDING

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](mailto: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](mailto:leah@cityofdeadwood.com)

## Monthly Vending Report

### Convention Center, Event Complex, Outlaw Square

Complete one (1) report for each event.

**Report is due on the 15<sup>th</sup> 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 15<sup>th</sup> 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: \_\_\_\_\_

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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: \_\_\_\_\_

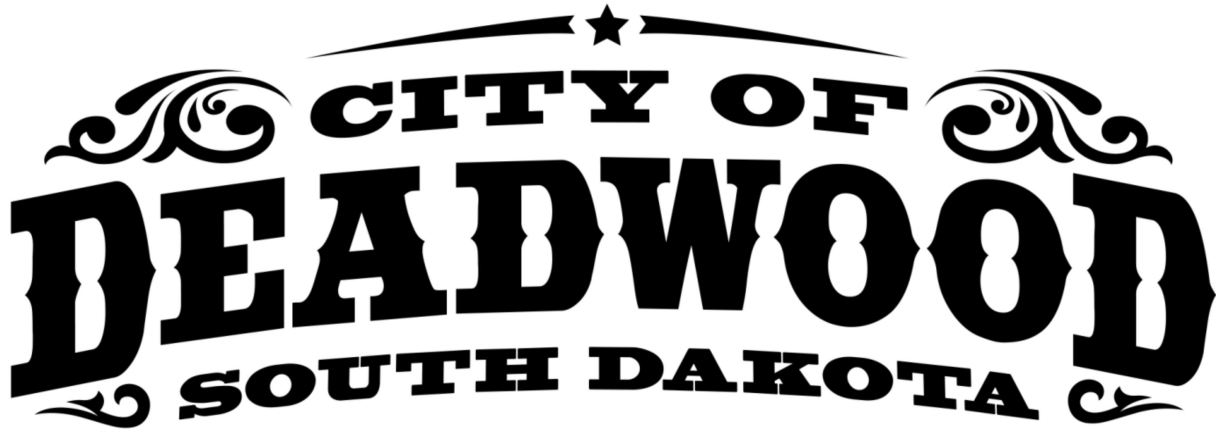
Vendor Name: \_\_\_\_\_

Vendor Phone: \_\_\_\_\_

Vendor Email: \_\_\_\_\_

SDDOR Sales Tax License Number: \_\_\_\_\_

Goods or services being sold: \_\_\_\_\_



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

## **Winter's Fat Classic 2026**

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### **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

**Type of Event:**

☐ Run      ☐ Walk      ☐ Bike Tour      ☒ Bike Race      ☐ Parade      ☐ Concert  
☐ Street Fair      ☐ Triathlon      ☐ Other

Event Title: WINTER'S FAT CLASSIC

Event Date(s): FEB 14, 2026      Total Anticipated Attendance: 150  
 (month, day, year)      (# of Participants 120      # of Spectators 50)

Actual Event Hours: (from): 1630 AM / PM (to): 2000 AM / PM

Location / Staging Area: Deadwood Visitor's Center and Deadwood Mickelson Trailhead (end of race)

Set up/assembly/construction Date: 02/14/26 Start Time: 1600 AM / PM

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

Dismantle Date: 02/14/26 Completion time: 2030 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:

Deadwood Main Street on 02/14/26 from 1630 to 1745 or until all riders have reached the trailhead.

- 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 Shine Street and security must be provided at Shine Street and Main Street and Wall Street and Main Street to direct traffic.

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☒ Commercial (for profit)      ☐ Noncommercial (nonprofit)

Sponsoring Organization: Winter's Fat Classic, LLC

Chief Officer of Organization (NAME): Robert Cota

Applicant (NAME): Robert Cota Business Phone: (605) 639-1309

Address: 232 W Michigan St      Spearfish      SD      57783  
 (city)      (state)      (zip code)

Daytime phone: (605) 639-1309 Evening Phone: (    )      Fax #: (    )     

Please list any **professional event organizer** or **event service provider** hired by you that is authorized to work on your behalf to produce this event.

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

Address: \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code)

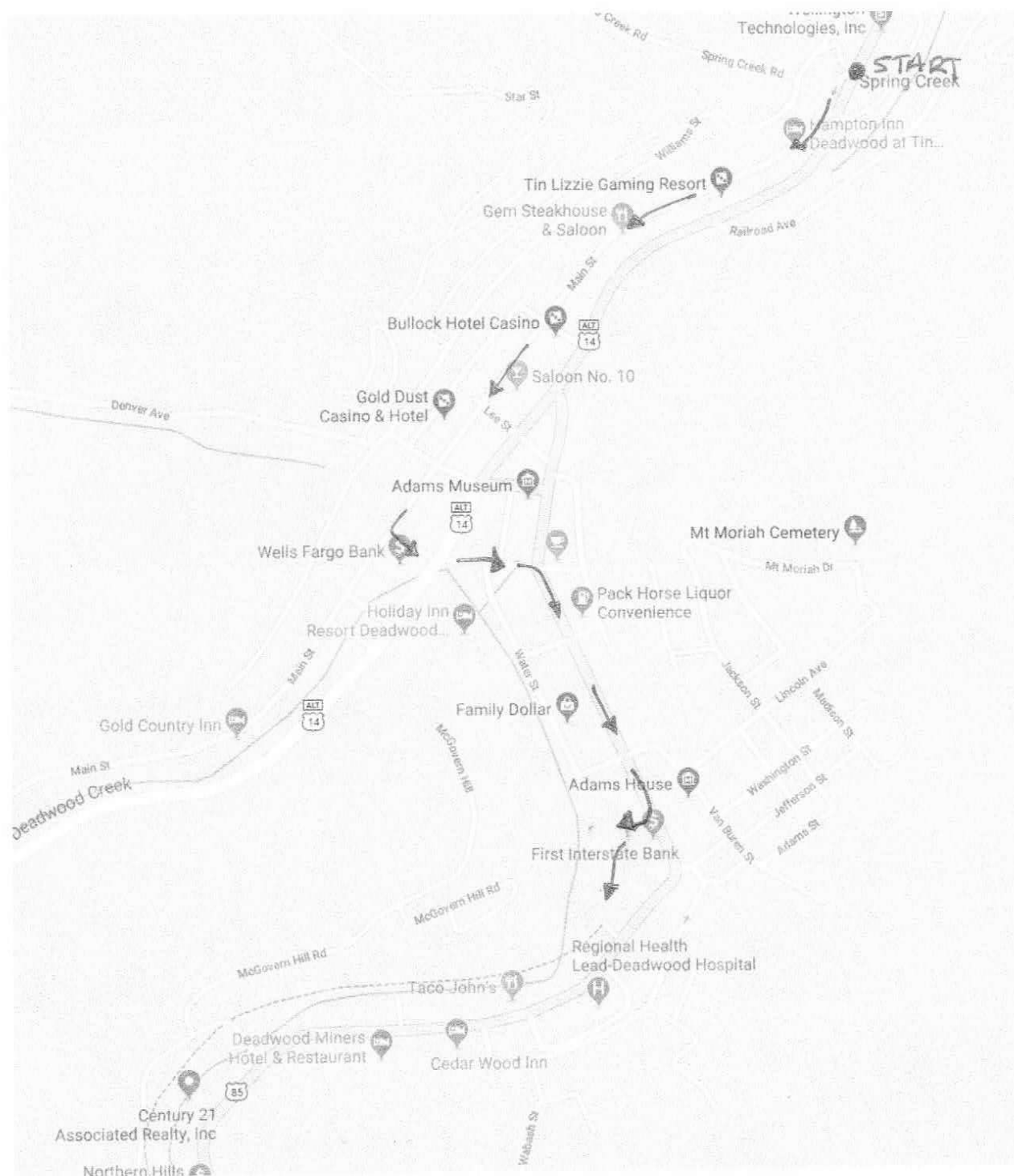
Contact person "on site" day of event or facility use Robert Cota Pager/Cell #: 605-639-1309**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING**

- | NO                                  | YES                                                                                                                                                                                                                                                                                     |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Is your organization a "Tax Exempt, nonprofit" organization? If <b>YES</b> , you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status). |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> Are admission, entry, vendor or participant fees required? If <b>YES</b> , please explain the purpose and provide amount(s).:                                                                                                                       |

A fee was paid prior to event start to participate in the race.

**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:

We would like the race to begin at the Deadwood Arch by the visitor's center in Deadwood, SD at 5:00pm. We will only have bicycles and a few volunteers with vehicles within the roundabout of the parking area. From the arch, racers will have a police escort onto historic Main Street towards the Mickelson Trailhead parking lot. Riders will take Main St and then turn left onto Pine St. They will turn right onto CanAm Hwy, then right just before First Interstate Bank into the main entrance for the Mickelson Trailhead (we want to avoid going onto Water St as participants had flat tires navigating that area and were not allowed to continue the race). Riders will then ride across the parking lot to the trailhead where racing begins. They will also finish on the Mickelson Trailhead west of the Comfort Inn & Suites. There will be volunteers, racers' family and friends, and minimal vehicles at the finish line.



## OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

NO



YES



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.



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

NO



YES



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.



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

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.
- Generator Locations and / or Source of Electricity.
- Canopies or Tent Locations.
- 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.

2

Number of trash cans: \_\_\_\_\_ Trash Containers w / lids: \_\_\_\_\_

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

We will have volunteers to help with cleanup at the start/finish lines.

➤ Other Related Event Components not covered above.

## SAFETY / SECURITY / ACCESSIBILITY

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

We will have ~50 spectators or less at the start of the race and possibly the same amount intermittently at the finish line. They will be confined to these two areas.

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

Both the Welcome Center and the Michelson Trailhead are accessible for 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: \_\_\_\_\_

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:

The City of Deadwood is well lit, including the trailhead. All racers are required to wear front head lighting.

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: RC

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: RC

### PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event:  
The event will be listed on the Calendar of Upcoming Events in the City of Deadwood.

### 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 checks** 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.

☒ ☐ Will any signs, banners, decorations or special lighting be used? If **YES**, please describe:

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

- ☐ ☒ Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:  
We will promote the race through Facebook, Instagram and through our webpage, dirtychain.co.
- ☒ ☐ Will there be any live media coverage during your event? If **YES**, please explain:
- ☐ ☒ Applicant acknowledges and agrees to allow the City to publish the Contact Person and media referral telephone numbers on the internet in conjunction with the Calendar of Upcoming Events in the City of Deadwood. If you have a home page and want us to link with our Calendar, please provide the Internet address for your homepage:

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

**Robert Cota** **605-639-1309**  
NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

## INSURANCE REQUIREMENTS

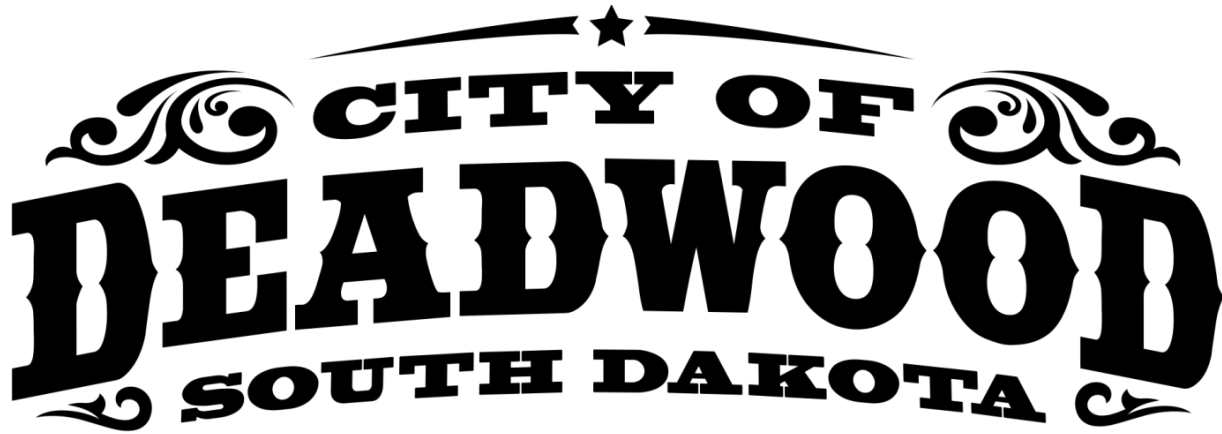
**REQUIRED:** Insurance for your event will be required before final permit approval.

Name of Insurance Company: **BankWest Insurance** Agent's Name: **Rick Ellerton**  
**605-642-5873**  
Business Phone: \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_  
**1140 N Main St, Suite 10** **Spearfish** **SD** **57783**  
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.**





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

**Mardi Gras February 13 and 14th 2026**

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**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).

Adopted October 6, 2025

## 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 checked="" type="checkbox"/> Other |                                    |                                 |                                  |

Event Title: Mardi Gras February 13 and 14th 2026

Event Date(s): 2/13&14 2026 Total Anticipated Attendance: \_\_\_\_\_  
 (month, day, year)

(# of **Participants** \_\_\_\_\_ # of **Spectators** \_\_\_\_\_)

Actual Event Hours: (from: 7pm \_\_\_\_\_ AM / PM (to): 8pm \_\_\_\_\_ AM / PM

Location / Staging Area: Main St.

Set up/assembly/construction 2/14/26 Start time: 5pm \_\_\_\_\_ AM / PM

Please describe the scope of your setup / assembly work (specific details): Main Street Closure

Dismantle Date: 2/14/26 Completion time: 8pm \_\_\_\_\_ 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: Tin Lizzie to Pine St. For the parade on 2/14/26. Parade starts at 7pm and will more than likely end by 8pm.

- 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: <u>2/13/26</u> | Times: <u>5-10pm</u>    | Zone: <u>1-2</u> |
| Date: <u>2/14/26</u> | Times: <u>noon-10pm</u> | Zone: <u>1-2</u> |
| Date: _____          | Times: _____            | Zone: _____      |
| Date: _____          | Times: _____            | Zone: _____      |
| Date: _____          | Times: _____            | Zone: _____      |

Adopted October 6, 2025



**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:

Mardi Gras Parade 2/14/26

Street Closure on Main St. From Tin Lizzie to Pine St. 7pm - 8pm

Open Container 2/13/26 5-10pm and 2/14/26 noon-10pm Zones 1-2

Request to waive float banner fee.

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

NO

☒

YES

☐

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.

☒☐

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. If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-of-Way.

[https://www.state.sd.us/eforms/secure/eforms/S\\_E0903v1\\_PermittToOccupyROW.pdf](https://www.state.sd.us/eforms/secure/eforms/S_E0903v1_PermittToOccupyROW.pdf)

☒☐

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

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: \_\_\_\_\_

\_\_\_\_\_  
N/A

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: \_\_\_\_\_

\_\_\_\_\_

Other Related Event Components not covered above. \_\_\_\_\_

\_\_\_\_\_

## SAFETY / SECURITY / ACCESSIBILITY

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

\_\_\_\_\_

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

\_\_\_\_\_

**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: Badlands Security

Security Organization Address: 11089 Sonma Rd Belle Fourche SD 57717

(city)

(state)

(zip code)

Security Director (Name): Fritz Carlson Business phone: 605-210-1780

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: Street Lights

\_\_\_\_\_

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

Number 0 Ambulance(s) – How provided? \_\_\_\_\_

Number 0 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: JA

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: JA

### PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: Chamber News Letter and Social Media

### 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: 0

Number of Bands: \_\_\_\_\_

Type of Music: Parade Floats



Will **sound amplification** be used?

If **YES**, please indicate: Start Time: 7pm AM / PM – Finish Time: 8pm 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: \_\_\_\_\_

Parade float banners

## PROMOTION/ADVERTISING/MARKETING/INFORMATION

NO

☐

YES

☒

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

Chamber newsletter and social media/ website

☐
☒

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

Possible news coverage

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

NAME: Amanda Kille / Jesse Allen

PHONE: 605-578-1876

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company:

Lloyds of London

Agent's Name:

Chris Roberts

Business Phone: (605 ) 578-1876 Policy Number: FP350GL008-2 Policy Type: FL

Address: 501 Main St. Deadwood, SD 57732  
(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): Jesse Allen

(Signature of Applicant/Sponsoring Organization)

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

Date: 11/2/25

## VENDING

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](mailto: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](mailto:leah@cityofdeadwood.com)

## Monthly Vending Report

### Convention Center, Event Complex, Outlaw Square

Complete one (1) report for each event.

**Report is due on the 15<sup>th</sup> 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 15<sup>th</sup> 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: \_\_\_\_\_

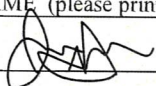
SDDOR Sales Tax License Number: \_\_\_\_\_

Goods or services being sold: \_\_\_\_\_

DOT-295  
(09/22)SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPLICATION FOR PERMIT TO OCCUPY RIGHT-OF-WAYHighway No. 14A/85 County Lawrence Miles Approximately 0 N S E Wfrom (City or well-defined point) Deadwood Section Township RangeDescription of Occupancy: Brief traffic pause on HWY 14A/85 (Sherman St. and Pioneer Way at Pine St) less than 15 minutes. 7:15pm - 7:30pm on 2/14/26Purpose of Occupancy: Mardi Gras Parade: Deadwood PD will provide traffic controlDuration of Occupancy: PERMANENT \_\_\_\_\_ TEMPORARY X If temporary, estimated date of removal or completion: 7:30pm 2/14/26

I, the undersigned, request permission to occupy public right-of-way at the above location and as shown on the attached layout sheet. In consideration for this permission, I agree to abide by all conditions as herein stated.

1. To furnish all materials, labor, incidentals and pay all costs involved with this occupancy including restoration of any damage to the roadway and right-of-way to equal or better conditions than existed prior to the occupancy covered by this permit.
2. To provide protection to highway traffic during occupancy by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual of Uniform Traffic Control Devices."
3. To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of right-of-way designated in this application.

APPLICANT NAME (please print) Jesse AllenSIGNATURE DATE 11/3/25ADDRESS 501 Main St. Deadwood, SD 57732PHONE 605-578-1876

REPRESENTING

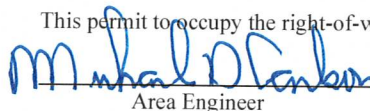
Deadwood Chamber of CommerceEMAIL jesse@deadwood.org

(Name of Individual, Company, Organization, etc.)

\*\*\*To be completed by Department of Transportation\*\*\* 85 1/14AProject 14A/85 Station \_\_\_\_\_ Milepost 27.78/40.83 Maintenance Unit 452

1. Prior to commencing occupancy and at completion of occupancy the applicant must notify Steve Wiege at RC Area Phone 394-1644 Email Steve.Wiege@State.sd.us
2. Special Conditions Deadwood PD to provide all traffic control for event
3. Failure to accomplish the occupancy in accordance with the provisions of this permit will automatically render this permit null and void and where applicable, constitute grounds for its removal and/or full restoration of the occupancy site all at the applicant's expense.

This permit to occupy the right-of-way is granted subject to all conditions as herein stated.

 Nov 10, 2025

Area Engineer

Date

Chief Bridge Engineer  
(for Bridge Installations only)

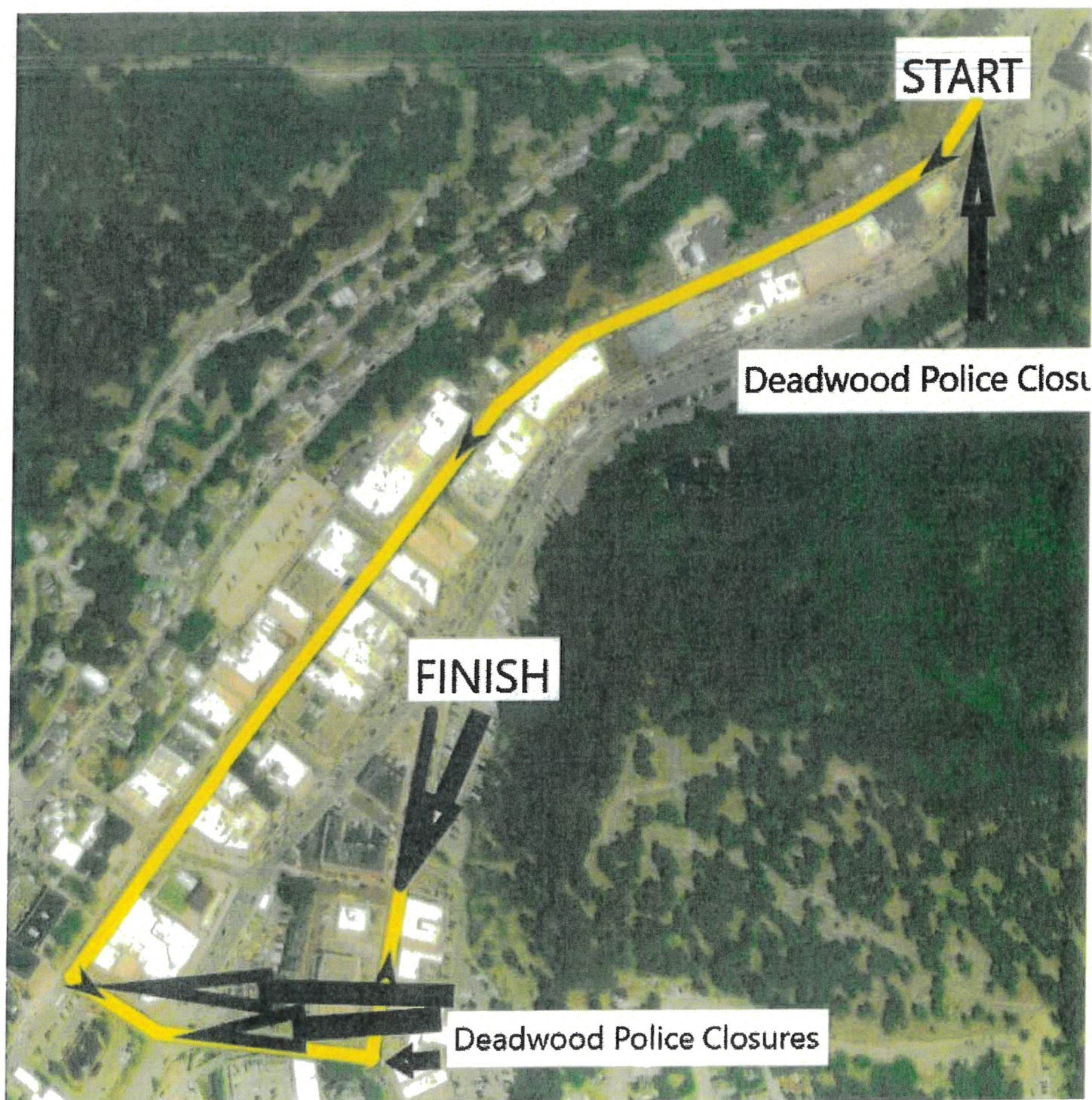
Date

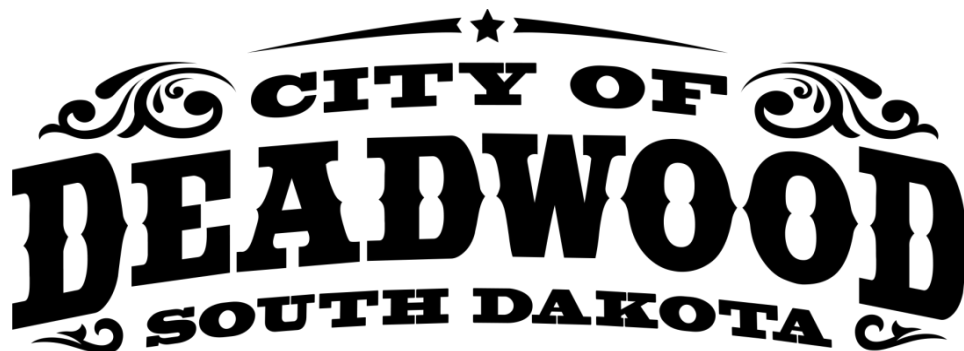
Region Engineer

Date

CC: Zac Bader SDHP  
Lawrence Co Sheriff  
Brandon Hanson SDHP

Sheet 1 of 2





## Event Complex Rental and Use Agreement

Event: Back When They Bucked

Date of Event: May 22-26, 2026

**\*\* 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. \*\***

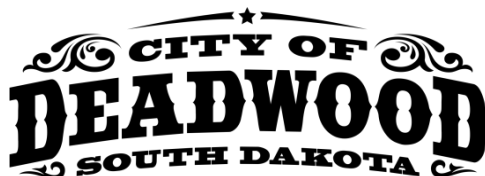
**\*\* Disclaimer: During Youth Sports seasons, Event Complex renters may need to share or relinquish parking spaces during games. Sporting events are set by third-party entities, and the City prioritizes youth and community activities. \*\***

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: Back When They Bucked, a Western Legacy Foundation Production

### Contact Information:

Name of Applicant: Back When They Bucked

Business/Organization: Western Legacy Foundation

Mailing Address: 444 Mt Rushmore Rd N

City, State Zip: Rapid City, SD 57744

Business Phone: 605.545.7865 Cell Phone: 605.545.7865

Email Address: info@westernlegacyfoundation.com / events@tnteventmanagement.biz

### Dates Event Complex requested:

Set up Date(s): May 20-23, 2026 Hour(s): 7am-7pm

Event Date(s): May 24, 2026 Hour(s): 7am-10pm

Clean-up Date(s): May 25-26, 2026 Hour(s): 7am-5pm

Approximate number of people who will attend: 3500

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
- ☒ Safety Barriers
- ☐ 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: Back When They Bucked, a Western Legacy Foundation Production

### Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website:  
[www.cityofdeadwood.com](http://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 – 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: Lynn Husman Title: WLF President  
 Phone: 605.391.9021 Representing: WLF/BWB

Name: Travis Bechen Title: BWB Chair  
 Phone: 605.431.8899 Representing: WLF /BWB

Name: Clay Cross Title: Co-Chair  
 Phone: 605.490.2046 Representing: WLF /BWB

Name: Tyler Roberson Title: Committee  
 Phone: 605.391.4557 Representing: BWB Committee Member

Name: Justin Robertson Title: Committee  
 Phone: 605.484.0305 Representing: BWB Committee Member

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><b>Fees</b></u>                          |                      | <u><b>Request to Waive</b></u>      | <u><b>Refundable Deposits</b></u>                                        |
|---------------------------------------------|----------------------|-------------------------------------|--------------------------------------------------------------------------|
| Event Complex Facilities                    | \$ _____             | <input checked="" type="checkbox"/> | Key Deposit <u>\$100.00</u>                                              |
| Baseball Fields                             | \$ _____             | <input type="checkbox"/>            | Damage Deposit <u>\$2500.00</u>                                          |
| Parking Lots <b>ONLY</b>                    | \$ _____             | <input type="checkbox"/>            |                                                                          |
| Add'l Set-Up/Tear Down                      | <u>\$625.00</u>      |                                     | <b>*Total Deposits</b> <u>\$2600</u>                                     |
| Tent(s)                                     | <u>\$400.00</u>      |                                     | <b>*minus Admin Fee of \$250.00</b><br><b>and early arrivals if any.</b> |
| Event Complex Cleaning<br>And Trash Removal | <u>\$250.00</u>      |                                     | Alcohol Fee (Pg 18)<br>(\$100.00 per day) <u>\$100.00</u>                |
| Cleaning Baseball Restrooms                 | <u>\$125.00</u>      |                                     |                                                                          |
| Cleaning Ferguson Restrooms                 | \$ _____             |                                     |                                                                          |
| Streaming                                   | <u>\$200.00</u>      |                                     |                                                                          |
| Water Usage                                 | \$ _____             |                                     |                                                                          |
| <b>Total Fees</b>                           | <u><b>\$1600</b></u> |                                     |                                                                          |

Organization: Back When They Bucked, a Western Legacy Foundation

Signature: Tif Robertson Date: 11.10.2025

| <b>Back When They Bucked</b> | Fees        | Request to Waive | Notes                |
|------------------------------|-------------|------------------|----------------------|
| Event Complex Facilities     |             | XX               |                      |
| Add'l Setup/Tear Down        | \$ 625.00   |                  |                      |
| Baseball Fields              |             |                  |                      |
| Parking Lots Only            |             |                  |                      |
| Tent                         | \$ 400.00   |                  |                      |
| Event Complex Cleaning/Trash | \$ 250.00   |                  |                      |
| Cleaning/Ferguson/Baseball   | \$ 125.00   |                  | Ferguson Field       |
| Streaming                    | \$ 200.00   |                  |                      |
| Water Usage                  |             |                  |                      |
| Total Fees                   | \$ 1,600.00 |                  |                      |
| Minus Request to Waive       |             |                  | Paid 11/19 w/deposit |

## 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 TR

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 1<sup>st</sup> or 3<sup>rd</sup> Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials TR

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 TR

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 TR

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

Initials TR

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 TR

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 TR

\*\*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: Back When They Bucked, a Western Legacy Foundation

Name: Tif Robertson Title: WLF VP

Signature: Tif Robertson Date: 11.10.2025

## 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):

The Western Legacy Foundation will be hosting their 6th Annual fundraising event, Back When They Buckled, that consists of an Invitational High School Rodeo Match at 1pm that will lead up to the MAIN event, PRCA Saddle Bronc Match at 2pm, all afternoon on May 24, 2026. This one-day event will have bucking stock, roping stock, personnel and production areas.

The event will work with Cadillac Jacks to provide the liquor license, Badlands Security & Lead/Deadwood Ambulance Services.

***\*\*See Additional Attached Event Information***

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:

**Back When They Bucked PRCA Xtreme Saddle Bronc Match & Invitational High School Rodeo Match**

Initials TR

- 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 X NO \_\_\_\_\_

Initials TR

- 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 TR

- 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 TR

- 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 TR

- 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 TR

- 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 TR

- 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 TR

- 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 TR

**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: Back When They Bucked, a Western Legacy Foundation Production

Name: Tif Robertson

Title: WLF VP

Signature: Tif Robertson

Date: 11.10.2025

## 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:

**Back When They Bucked, a Western Legacy Foundation Production**

*Tyf Robertson*

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:

**Back When They Bucked, a Western Legacy Foundation Production**  
**PRCA Xtreme Saddle Bronc Match & Invitational High School Rodeo Match**

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: Back When They Bucked, a Western Legacy Foundation Production

Name: Tif Robertson Title: WLF VP

Signature: *Tif Robertson* Date: 11.10.2025

## 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: Back When They Bucked, a Western Legacy Foundation Production

Name: Tif Roberson Title: WLF VP

Signature: *Tif Robertson* Date: 11.10.2025

## 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.

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**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: Back When They Bucked, a Western Legacy Foundation Production

Name: Tif Roberson Title: WLF VP

Signature: *Tif Robertson* Date: 11.10.2025

## 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.

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: Back When They Bucked, a WLF Production Name: Tif Robertson

Title: WLF VP Signature: *Tif Robertson*

Dates/Times Alcohol will be served: May, 24, 2025- 10am-7pm

Business name who will be serving: Cadillac Jacks Gaming Resort

## Liability Insurance

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

Name of Insurance Company: Western Dakota Insurors  
Agent's Name: William Morrison Policy Type: \_\_\_\_\_  
Phone: 605-342-3130 Policy No.: \_\_\_\_\_  
Address: Po Box 1300 Rapid City, SD 57709

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 TR

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 15<sup>th</sup> 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 TR

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 TR

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 TR

Organization: Back When They Bucked, a Western Legacy Foundation Production

Name: Tif Roberson

Title: WLF VP

Signature: Tif Robertson

Date: 11.10.2025

## 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: Back When They Bucked, a Western Legacy Foundation Production

Name: Tif Robertson Title: WLF VP

Signature: *Tif Robertson* Date: 11.10.2025

## City of Deadwood Equipment and Services

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### 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.
- 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.
- If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-Of-Way.  
[https://www.state.sd.us/eforms/secure/eforms/S\\_E0903v1\\_PermiTtoOccupyROW.pdf](https://www.state.sd.us/eforms/secure/eforms/S_E0903v1_PermiTtoOccupyROW.pdf)
- 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:** Back When They Bucked, a Western Legacy Foundation Production

### 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: Kaydee Klaperich Phone Number: (605) 394-4115  
 City/State: Rapid City, SD Event Name: BHSS Rental/Events  
 Event Location: The Monument Email: kaydeek@themonument.live
- 2) Name: Jared Reid Phone Number: (605) 716-7825  
 City/State: Rapid City, SD Event Name: Rush Hockey Rodeo Night  
 Event Location: The Monument Email: jreid@rapidcityrush.com
- 3) Name: Dean Kinney Phone Number: 605.490.9542  
 City/State: Sturgis, SD Event Name: WLF NFR Kick Off Event  
 Event Location: Loud American Email: dean.kinney@thehomeslicegroup.com

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: Back When They Bucked, a Western Legacy Foundation Production  
 Name: Tif Robertson Title: WLF VP  
 Signature: *Tif Robertson* Date: 11.10.2025  
 Daytime Phone Number: 605.545.7865  
 Date of your Event(s): May 24, 2026 Group/Event Name: Back When The Bucked

Return this form to the  
Planning and Zoning Office  
By email:  
[leah@cityofdeadwood.com](mailto: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](mailto:leah@cityofdeadwood.com)

## Monthly Vending Report

### Convention Center, Event Complex, Outlaw Square

Complete one (1) report for each event.

Report is due on the 15<sup>th</sup> 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 15<sup>th</sup> 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: TBD

Vendor Phone: \_\_\_\_\_

Vendor Email: \_\_\_\_\_

SDDOR Sales Tax License Number: \_\_\_\_\_

Goods or services being sold: \_\_\_\_\_

Vendor Name: TBD

Vendor Phone: \_\_\_\_\_

Vendor Email: \_\_\_\_\_

SDDOR Sales Tax License Number: \_\_\_\_\_

Goods or services being sold: \_\_\_\_\_

Vendor Name: TBD

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: \_\_\_\_\_



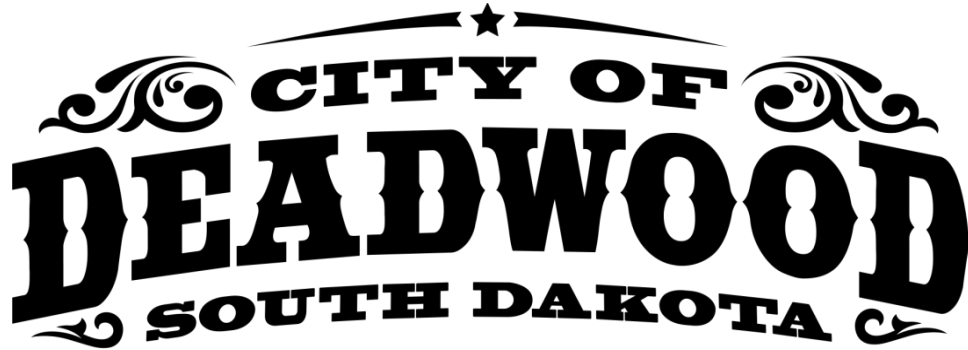
**Full description for page 10**

11.6.2025

## **Event Sponsor – Release and Indemnification Agreement**

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

The Western Legacy Foundation will be hosting a Fundraising event that will consist of PRCA Xtreme Bronc Riding and Invitational High School Rodeo Match on May 24, 2026. The one-day event will have bucking stock, personnel, and other production areas. The event will work with Cadillac Jacks to provide the liquor license and the alcohol and will work within the concessionaire guidelines. We will again hire Badlands Security, Lead/Deadwood ambulance services and work with Black Hills Central Reservations for ticket sales. The event will have a member social tent(s) located behind the VIP grandstand along with special VIP seating in the area along the end of the arena. We continue to have a very good layout to build from for the arena, security, panels, etc from the past three years event. The event will start on May 24, 2026 at 1pm with the Invitational High School Match and the Xtreme Bronc Riding will begin at 2pm. Event is expected to be concluded by 5pm. Set up will begin on May 20, 2026 and all cleaned up by May 26, 2026 at by 5pm. The committee will work within all parameters needed and keep in direct contact with Randy and Jesse for updates. The Western Legacy Foundation and Back When They Bucked committee looks forward to bringing this event back for the sixth year and hosting it in Deadwood to continue to help with the economic impact and to promote the Western Legacy Foundation's mission.



## Event Complex Rental and Use Agreement

Event: #DO DEADWOOD PRESENTS WO MOTO

Date of Event: JUNE 27TH 2026

**\*\* 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. \*\***

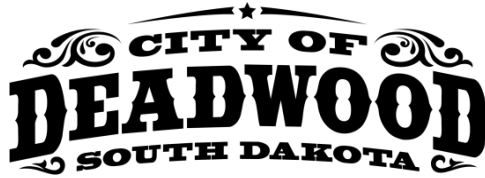
**\*\* Disclaimer: During Youth Sports seasons, Event Complex renters may need to share or relinquish parking spaces during games. Sporting events are set by third-party entities, and the City prioritizes youth and community activities. \*\***

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: #DO DEADWOOD PRESENTS WO MOTOSPORTS SHOWDOWN

### Contact Information:

Name of Applicant: JAMES CARTER

Business/Organization: WO MOTOSPORTS LLC

Mailing Address: 3222 WONDERLAND DR

City, State Zip: RAPID CITY, SD 57702

Business Phone: 6054152371

Cell Phone:

Email Address: JAMES@CARTERFMX.COM

### Dates Event Complex requested:

Set up Date(s): 06/23/26 Hour(s):

Event Date(s): 06/26/26 NON EVENT WOULD BE Hour(s):

Clean-up Date(s): 06/28/26 Hour(s):

Approximate number of people who will attend: 1500 - 3000

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
- ☐ Safety Barriers
- ☐ 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: #DO DEADWOOD PRESENTS WO MOTOSPORTS SHOWDOWN

## Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website: [www.cityofdeadwood.com](http://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 – 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: BADLANDS SECURITY Title: SECURITY

Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: JOEL WASSERBURGER Title: TRACK BUILDER

Phone: 6057865489 Representing: \_\_\_\_\_

Name: CADILLAC JACKS Title: LIQUOR SALES

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

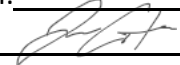
Water Usage Fee of \$50.00 per event IF USED.

**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    | \$ <u>Surcharg</u> | <input checked="" type="checkbox"/> | Key Deposit \$ <u>100</u>             |
| Baseball Fields             | \$ _____           | <input type="checkbox"/>            | Damage Deposit \$ <u>2500</u>         |
| Parking Lots <b>ONLY</b>    | \$ _____           | <input type="checkbox"/>            |                                       |
| Add'l Set-Up/Tear Down      | \$ <u>1000</u>     |                                     | <b>*Total Deposits \$ <u>2600</u></b> |
| Tent(s)                     | \$ _____           |                                     | <b>*minus Admin Fee of \$250.00</b>   |
| Event Complex Cleaning      |                    |                                     | <b>and early arrivals if any.</b>     |
| And Trash Removal           | \$ <u>250</u>      |                                     | Alcohol Fee (Pg 18)                   |
| Cleaning Baseball Restrooms | \$ <u>125</u>      |                                     | (\$100.00 per day) \$ <u>Cadillac</u> |
| Cleaning Ferguson Restrooms | \$ _____           |                                     |                                       |
| Streaming                   | \$ _____           |                                     |                                       |
| Water Usage                 | \$ <u>50</u>       |                                     |                                       |
| <b>Total Fees</b>           | \$ <u>1,425</u>    |                                     |                                       |

Organization: WO MOTORSPORTS LLC

Signature:  Date: 11/13/2025

Office Use only:

Date Fees Paid: \_\_\_\_\_

Date Deposit Paid: \_\_\_\_\_

Fees Still Owed: \_\_\_\_\_

Notes:

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## 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 JC

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 1<sup>st</sup> or 3<sup>rd</sup> Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials JC

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 JC

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 JC

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

Initials JC

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 <sup>JC</sup> \_\_\_\_\_

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 <sup>JC</sup> \_\_\_\_\_

\*\*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.

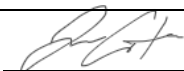
User shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two 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: WO MOTORSPORTS LLC

Name: JAMES CARTER

Title: OWNER

Signature: 

Date: 11/13/2025

## 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):

MOTOCROSS RACING AND FREESTYLE MOTOCROSS

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 JC

- 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 X NO \_\_\_\_\_

Initials JC

- 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 JC

- 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 JC

- 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 JC

- 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 JC

- 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 JC

- 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 JC

- 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 JC

**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: WO MOTORSPORTS LLC

Name: JAMES CARTER

Title: OWNER

Signature: 

Date: 11/13/2025

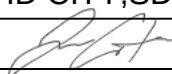
## Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment

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: JAMES CARTER Date of Birth: 09/04/1989  
 Address: 3222 WONDERLAND DR  
RAPID CITY, SD 57702  
 Signature:  Date: 11/13/2025

## 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:

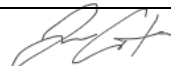
- No fog machine or similar device may be used in the buildings as they will set off the smoke alarms.
- No alcohol is allowed on any portion of the Event Complex unless consent has been given by City of Deadwood, and the Alcohol Policy has been signed and approved.
- No nails, staples, or tacks to be 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: WO MOTORSPORTS LLC

Name: JAMES CARTER

Title: OWNER

Signature: 

Date: 11/13/2025

## 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: WO MOTORSPORTS LLC

Name: JAMES CARTER

Title: OWNER

Signature: 

Date: 11/13/2025

## 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.

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**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: WO MOTORSPORTS LLC

Name: JAMES CARTER

Title: OWNER

Signature: 

Date: 11/13/2025

## 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.

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: WO MOTORSPORTS LLC Name: JAMES CARTER

Title: OWNER Signature: 

Dates/Times Alcohol will be served: 06/27/2026 5:00PM - 10:00PM

Business name who will be serving: CADILLAC JACKS GAMING RESORT

## 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 JC

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 15<sup>th</sup> 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 JC

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 JC

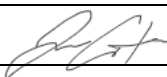
4. The user acknowledges the City of Deadwood has contracted a concessionaire to operate the concession spaces within the Deadwood Event Complex. The responsibilities in regards to the concessionaire and the concession space have been provided and are understood by the event organizer/user of the Event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

Initials JC

Organization: WO MOTORSPORTS LLC

Name: JAMES CARTER

Title: OWNER

Signature: 

Date: 11/13/2025

## 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: WO MOTORSPORTS LLC

Name: JAMES CARTER

Title: OWNER

Signature: 

Date: 11/13/2025

## City of Deadwood Equipment and Services

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### 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.
- 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.
- If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-Of-Way.  
[https://www.state.sd.us/eforms/secure/eforms/S\\_E0903v1\\_PermiTtoOccupyROW.pdf](https://www.state.sd.us/eforms/secure/eforms/S_E0903v1_PermiTtoOccupyROW.pdf)
- 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: WO MOTORSPORTS LLC

### 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: \_\_\_\_\_

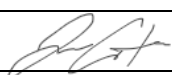
I have read the foregoing rental agreement and all of the attachments as well as the use guidelines and information, which can be found at <https://www.cityofdeadwood.com/parksrec>

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: WO MOTORSPORTS LLC

Name: JAMES CARTER Title: OWNER

Signature:  Date: 11/13/2025

Daytime Phone Number: 6054152371

Date of your Event(s): 06/27/2026 Group/Event Name: #DO DEADWOOD PRES

Return this form to the  
Planning and Zoning Office  
By email:  
[leah@cityofdeadwood.com](mailto: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](mailto:leah@cityofdeadwood.com)

## Monthly Vending Report

### Convention Center, Event Complex, Outlaw Square

Complete one (1) report for each event.

Report is due on the 15<sup>th</sup> 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 15<sup>th</sup> 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: \_\_\_\_\_

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**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: \_\_\_\_\_

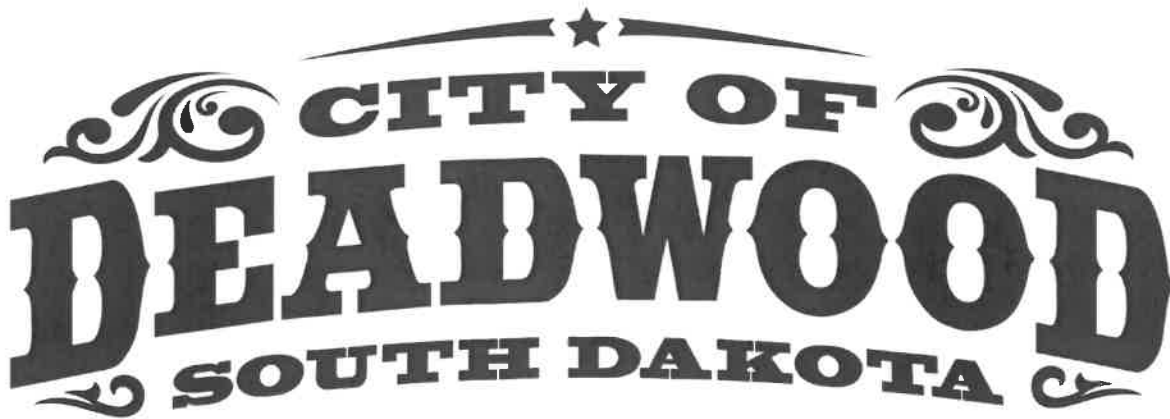
Vendor Phone: \_\_\_\_\_

Vendor Email: \_\_\_\_\_

SDDOR Sales Tax License Number: \_\_\_\_\_

Goods or services being sold: \_\_\_\_\_

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

**Mustang Rally 9/3/26**

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**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).

Adopted October 6, 2025

## 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 checked="" type="checkbox"/> Other |                                    |                                 |                                  |

Event Title: Mustang Rally 9/3/26

Event Date(s): 9/3/26 Total Anticipated Attendance: \_\_\_\_\_  
 (month, day, year)

(# of Participants \_\_\_\_\_ # of Spectators \_\_\_\_\_)

Actual Event Hours: (from: 1pm AM / PM (to): 4pm AM / PM

Location / Staging Area: Wall St to Deadwood St

Set up/assembly/construction 1pm Start time: 1pm AM / PM

Please describe the scope of your setup / assembly work (specific details): Street closure from Wall St. To Deadwood St. Soft Closure for Mustang Parking

Full closure of Sherman St. Parking lot 6am to 4pm 9/3/26 for Mustang Staging

Dismantle Date: 4pm Completion time: 4pm 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: Main St. from Wall st. to Deadwood St. 1pm to 4pm 9/3/26

Full Parking lot Closure of the Sherman St. Parking Lot starting at 6am and ending at 4pm 9/3/26

- 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 October 6, 2025

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**☐ Commercial (for profit)☐ Noncommercial (nonprofit)Sponsoring Organization: Sturgis Mustang RallyChief Officer of Organization (NAME): Pattye FlannaganApplicant (NAME): Jesse AllenBusiness Phone: 605 578-3456Address: 460 Main St. Deadwood SD 57332

(city)

(state)

(zip code)

Daytime phone: 605- 578-1876

Evening Phone: ( )

Fax #: ( )

Please list any **professional event organizer or event service provider** hired by you that is authorized to work on your behalf to produce this event.

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

Address: \_\_\_\_\_

(city)

(state)

(zip code)

Contact person "on site" day of event or facility use Pattye FlannaganPager/Cell #: 605-787-0386

**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)

**REQUIRED:**

Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.

**FEES / PROCEEDS / REPORTING**

NO

YES



Is your organization a "Tax Exempt, nonprofit" organization? If **YES**, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).



Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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:

Mustang Rally Show and Shine

9/3/26 Closure of the Sherman St. Parking Lot 6am - 4pm for Mustang Staging

9/3/26 Main Street closure Wall St. to Deadwood St. 1pm - 4pm (soft) with overflow parking in Badlands area down to the Nugget.

Mustang Rally will pay Deadwood Alive \$500 and the last stage will be off Main by 1pm  
Shoot Outs move to Outlaw Square at 2 and 4pm

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

NO

YES

☒☐

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.

☒☐

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. If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-of-Way.

[https://www.state.sd.us/eforms/secure/eforms/S\\_E0903v1\\_PermitToOccupyROW.pdf](https://www.state.sd.us/eforms/secure/eforms/S_E0903v1_PermitToOccupyROW.pdf)

☐☒

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

Adopted October 6, 2025

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.

Adopted October 6, 2025

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

Other Related Event Components not covered above. \_\_\_\_\_

### **SAFETY / SECURITY / ACCESSIBILITY**

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

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

**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: Fritz Carlson

Security Organization Address: 11089 Sanoma Dr. Belle Fourche SD

(city)

(state)

(zip code)

Security Director (Name): Fritz Carlson

Business phone: 605-210-1780

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 0 Ambulance(s) – How provided? \_\_\_\_\_

Number 0 Emergency Medical Technicians – How provided? \_\_\_\_\_

Adopted October 6, 2025

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: JA

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: JA

### **PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT**

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

### **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 October 6, 2025

## PROMOTION/ADVERTISING/MARKETING/INFORMATION

|                          |                                     |                                                                                                     |
|--------------------------|-------------------------------------|-----------------------------------------------------------------------------------------------------|
| NO                       | YES                                 | Will this event be promoted, advertised or marketed in any manner? If <b>YES</b> , please describe: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Sturgis Mustang Rally</u>                                                                        |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Will there be any live media coverage during your event? If <b>YES</b> , please explain:            |
|                          |                                     | <u>Local Media</u>                                                                                  |

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

NAME: Patty Flannagan PHONE: 605-787-0368

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company:

Lloyds of London

Agent's Name:

Chris Roberts

Business Phone: (605 ) 578-3456 Policy Number: RS200GL0291-2 Policy Type: CGL

Address: 460 Main St. Deadwood SD 57332  
(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):

Patty Flannagan

(Signature of Applicant/Sponsoring Organization)

Patty Flannagan

Title:

Director

Date:

11/7/2024

## VENDING

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.

No Vendors

Return this form to the  
Planning and Zoning Office  
By email:  
[leah@cityofdeadwood.com](mailto: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](mailto:leah@cityofdeadwood.com)

## Monthly Vending Report

### Convention Center, Event Complex, Outlaw Square

Complete one (1) report for each event.

Report is due on the 15<sup>th</sup> 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 15<sup>th</sup> 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: \_\_\_\_\_