



Event Committee Meeting Meeting Agenda

October 30, 2025

1. **ROLL CALL**
2. **APPROVAL OF MINUTES**
 - [a.](#) Approval of September 25, 2025 minutes.
3. **OLD BUSINESS**
 - a. Recap of October Events: Oktoberfest, Parts Unlimited Dealer Ride, Wild West Songwriters Festival, Deadweird, Chace Wedding.
 - [b.](#) Deadwood Lead 76ers Invitational - January 9-11, 2026.
 - [c.](#) Jay M Vogt Tournament - June 19-21, 2026.
 - [d.](#) 3-Wheeler Rally - July 10-16, 2026.
 - [e.](#) 3-Wheeler Rally Show n Shine - July 15, 2026.
4. **NEW BUSINESS**
 - [a.](#) Deadwood Elks Hoop Shoot - December 7, 2025.
 - [b.](#) Snocross - January 23-24, 2026.
 - [c.](#) Luau - Community Gathering - February 22, 2026.
 - d. Lead Deadwood School Board representative added to the committee.
 - [e.](#) Approve updated Event Complex Application. School recommendation for the disclaimer.
 - f. 150th Celebration Update.
5. **REFUNDS**
 - a. Parts Unlimited Dealer Ride - October 11-15 - \$1,100.00.
 - b. Lead Deadwood Youth Football and Cheer - \$250.00 - Cleaning of Ferguson and Baseball Field bathrooms. (Void AR.)
 - c. Chace Wedding - October 25 - \$1,100.00.
6. **UPCOMING EVENTS**
 - a. Bid Whiskey Festival - November 8.
 - b. Holiday Ho Ho Horseshoes - November 15-December 30.
7. **OPEN DISCUSSION**

8. **MEETING ADJOURNMENT**

- a. Next meeting will be Thursday, November 20 , 2025 at 10:00 a.m. due to Thanksgiving Holiday.

CITY OF DEADWOOD EVENT COMMITTEE

Moment of silence was held for Michelle Fischer. She will be greatly missed.

Roll Call:

The City of Deadwood Event Committee met Thursday, September 25, 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, Tom Riley, Bobby Rock, Cory Shafer, Rose Speirs, Lornie Stalder, and Misty Trehella.

Lisa Reif, Parts Unlimited, was on zoom.

Approval Of Minutes:

Minutes of the meeting on August 28, 2025, were approved by Mrs. Speirs, second by Mr. Allen; motion carried unanimously.

Old Business:

1. Recap of August/September Events:

No issues with Fair in the Square, Motorsports Arenacross Race, Jeep Jamboree, Black Hills Veterans March and Deadwood Jam.

New Business:

1. Parts Unlimited Discussion.

Discussion was held concerning youth games being held on Saturday, parking, security, tents, and traffic with Parts Unlimited beginning to park for their event.

2. Approve Special Event Application changes.

Mrs. Martinisko spoke about the changes. Discussion was held concerning jersey barriers and vending. Mr. Rock moved to approve and recommend to city commission, seconded by Mr. Adler; motion carried unanimously.

3. Approve Event Complex Rental and Use Agreement changes.

Mrs. Martinisko spoke about the changes. Mr. Stalder moved to approve and recommend to city commission, seconded by Mr. Adler; motion carried unanimously.

4. Approve Event Complex Use Guidelines and Information changes.

Mrs. Martinisko spoke about the changes. Mr. Rock moved to approve and recommend to city commission, seconded by Mr. Stalder; motion carried unanimously.

Refunds:**1. Days of '76 Rodeo – July 20-26 - \$1,550.00. Continued from August 28.**

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

2. Motorsports Arenacross Race – September 6 - \$2,350.00.

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

3. Jeep Jamboree – September 18-20 - \$1,150.00.

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

4. Black Hills Veterans March – September 19-20 - \$1,000.00.

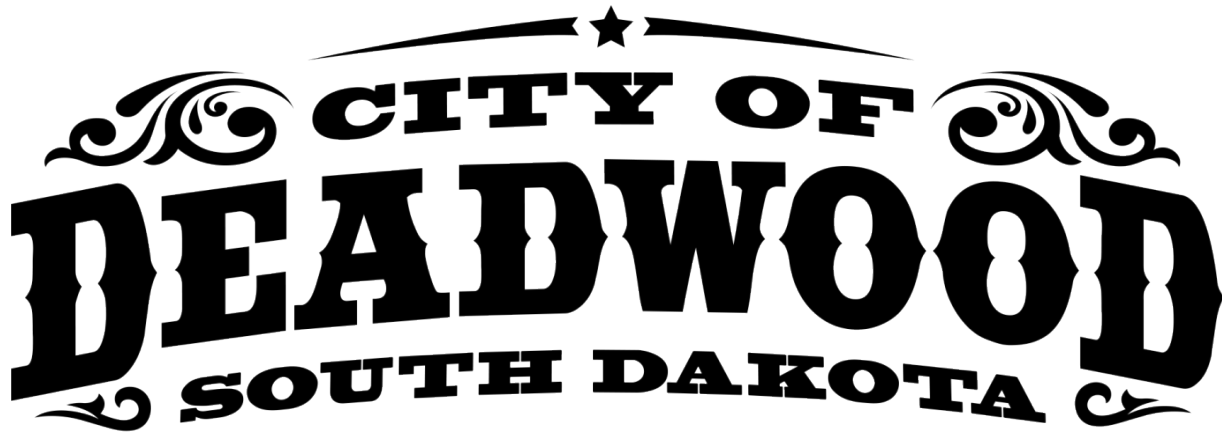
Mr. Stalder moved to approve the refund, seconded by Mrs. Speirs; motion carried unanimously.

Upcoming Events:

1. Lead Deadwood High School Homecoming Parade – September 26 – street closure.
2. Oktoberfest – October 3-4 – open container in zone 1 and 2, street closure, waiver of banner fee.
3. Parts Unlimited Dealer Ride – October 11-15 – use of public property at Event Complex.
4. Wild West Songwriters Festival – October 16-18 – open container.
5. Deadweird – October 24-25 – open container in zone 1 and 2, street closure and use of public property at Event Complex on October 31 for Trunk and Treat.
6. Chace Wedding – October 25 – use of Event Complex.

Open Discussion:**Meeting Adjournment:**

With no further business for the committee to consider, Mr. Rock moved to adjourn, second by Mrs. Speirs. The next Event Committee meeting will be **Thursday, October 30, 2025 at 10:00 a.m.**



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

Deadwood Lead 76ers Swim Invitational

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 7, 2024

EVENT INFORMATION

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

Event Title: Deadwood Lead 76ers Swim InvitationalEvent Date(s): January 10-11, 2026 Total Anticipated Attendance: _____
(month, day, year)(# of **Participants** 260 # of **Spectators** 300)Actual Event Hours: (from: 7:00 a.m. AM / PM (to): 4:00 p.m. AM / PMLocation / Staging Area: Swimming Pool/ Gym, hallway, Racquetball RoomSet up/assembly/construction January 9, 2026 Start time: 4:00 p.m. AM / PMPlease describe the scope of your setup / assembly work (specific details): _____
Setting up swimming pool area. testing equipment, adding lane linesDismantle Date: January 11, 2026 Completion time: 4:00 p.m. 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: _____

- 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 7, 2024

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:

Use of swimming pool, gym and racquetball room for our annual swim meet
requesting waiver of fees

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.

☒☐

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.

- 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: _____

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: Swim team and Rec Center staff work together for clean up

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: _____
Team has meet marshalls and officials walking around _____

Please describe your Accessibility Plan for access at your event by individuals with disabilities: _____
 Rec Center has accessibility

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: 605 641-4549

NO YES

☐

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

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

Number _____ Ambulance(s) – How provided? _____

Number _____ Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: MT and SC

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: **MT and SC**

Acknowledge acceptance with initial: MT and SC

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☒
☐

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

Number of Stages: _____ Number of Bands: _____

Type of Music: _____

☒
☐

Will **sound amplification** be used?

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

☒
☐

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

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

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

☐
☐

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

☒
☐

Are any signs, banners decorations or special lighting be used? 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:

NO YES

☒
☐

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

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

NAME: _____ PHONE: _____

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: _____

Agent's Name: _____

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

Address: _____

(state)

(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.

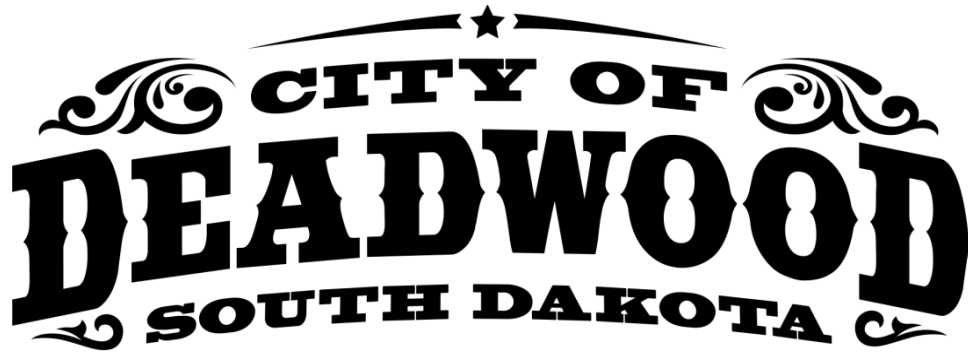
Name of Applicant (PRINT): Stephenie Campbell and Misty Trewhella Title: President and Treasurer

Stephenie Campbell

Digitally signed by Stephenie Campbell
Date: 2025.08.15 16:08:33 -06'00'

Date: _____

(Signature of Applicant/Sponsoring Organization)



Event Complex Rental and Use Agreement

Event: 3rd Annual Jay M Vogt Memorial Softball Tournament

Date of Event: June 19-21, 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. ****

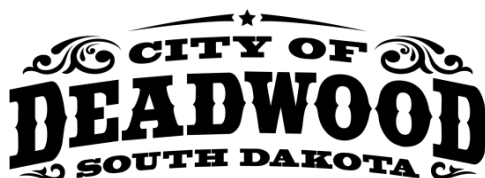
**** Disclaimer: During Youth Sports seasons, Event Complex renters may need to share or relinquish parking spaces during games. Sporting events are set by third-party entities, and the City prioritizes youth and community activities. ****

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: 3rd Annual Jay M Vogt Memorial Softball Tournament

Contact Information:

Name of Applicant: Amber Vogt

Business/Organization: LDGSA

Mailing Address: 62 1st St

City, State Zip: Lead, SD 57754

Business Phone: NA Cell Phone: 605-580-1593

Email Address: ldgirlssoftball@gmail.com

Dates Event Complex requested:

Set up Date(s): June 19, 2026 Hour(s): 2-3 pm - games start at 5 pm/end by 10 pm

Event Date(s): June 19-21, 2026 Hour(s): Sat/Sun we will start at 7 am and end by 11 pm

Clean-up Date(s): June 21, 2026 Hour(s): 8-10 pm

Approximate number of people who will attend: _____

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

- ☐ Ticket Booth
- ☐ Main Grandstand Concession
- ☐ Main Grandstand Restrooms
- ☐ Crow's Nest
- ☐ VIP Grandstand
- ☐ Arena and Corral Areas
- ☐ Main Grandstand Seating
- ☒ Parking Lots
- ☒ Baseball Field(s)
- ☐ Baseball Field(s) Restrooms
- ☐ 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: 3rd Annual Jay M Vogt Memorial Softball Tournament

Compliance with Deadwood City Ordinances:

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

- 1) Deadwood Codified Ordinance - Chapter 8.12 – Noise. This ordinance must be adhered to. A violation of this ordinance could be grounds for refusing future rental requests.
- 2) Deadwood Codified Ordinance – 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: Amber Vogt Title: President
 Phone: 6055801593 Representing: LDGSA

Name: _____ Title: _____
 Phone: _____ Representing: _____

Name: _____ Title: _____
 Phone: _____ Representing: _____

Name: _____ Title: _____
 Phone: _____ Representing: _____

Name: _____ Title: _____
 Phone: _____ Representing: _____

Name: _____ Title: _____
 Phone: _____ Representing: _____

Deadwood Event Complex Rental and Use Agreement

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

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

Rental Fees:

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

Ticketed Events:

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

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

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

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

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

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

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

Tent Rental, which is set and amended by resolution:

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

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

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

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

<u>Fees</u>		<u>Request to Waive</u>	<u>Refundable Deposits</u>
Event Complex Facilities	\$_____	☐	Key Deposit \$_____
Baseball Fields	\$_____	☐	Damage Deposit \$_____
Parking Lots ONLY	\$_____	☐	
Add'l Set-Up/Tear Down	\$_____		*Total Deposits \$0
Tent(s)	\$_____		*minus Admin Fee of \$250.00
Event Complex Cleaning			and early arrivals if any.
And Trash Removal	\$_____		Alcohol Fee (Pg 18)
Cleaning Baseball Restrooms	\$_____		(\$100.00 per day) \$_____
Cleaning Ferguson Restrooms	\$_____		
Streaming	\$_____		
Water Usage	\$_____		
Total Fees	\$0		

Organization: LDGSA

Signature: _____ Date: 10/22/2025

Office Use only:

Date Fees Paid: _____

Date Deposit Paid: _____

Fees Still Owed: _____

Notes:

Acknowledgement of Use Rules and Regulations

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

Initials AV

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

Initials AV

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 AV

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 AV

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

Initials AV

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 AV

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 AV

**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: LDGSA

Name: Amber Vogt

Title: President

Signature: _____ Date: 10/22/2025

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):

Youth sports tournament with concessions; bathrooms; and parking lots.

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 AV

- 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 AV NO _____

Initials AV

- 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 AV

- 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 AV

- 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 AV

- 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 AV

- 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 AV

- 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 AV

- 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 AV

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: LDGSA

Name: Amber Vogt

Title: President

Signature: _____ Date: 10/22/2025

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:

Youth Softball Tournament

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: Amber Vogt Date of Birth: 09/09/1979

Address: 62 1st St
Lead, SD 57754

Signature: _____ Date: 10/22/2025

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: LDGSA

Name: Amber Vogt

Title: President

Signature: _____ Date: 10/22/2025

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: LDGSA

Name: Amber Vogt

Title: President

Signature: _____

Date: 10/22/2025

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.

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: LDGSA

Name: Amber Vogt

Title: President

Signature: _____

Date: 10/22/2025

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: LDGSA Name: Amber Vogt

Title: President Signature: _____

Dates/Times Alcohol will be served: NA

Business name who will be serving: NA

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: NA Policy Type: NA

Phone: NA Policy No.: NA

Address: NA

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 AV

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

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

Initials AV

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 AV

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 AV

Organization: LDGSA

Name: Amber Vogt

Title: President

Signature: _____ Date: 10/22/2025

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: LDGSA

Name: Amber Vogt

Title: President

Signature: _____ Date: 10/22/2025

City of Deadwood Equipment and Services

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

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- ~~B.~~ If the City provides services, equipment, or personnel in support of an event, the City will charge the event organizer a cost determined by the Department Head in supervision of the services provided.
- 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
- 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: LDGSA

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: LDGSA

Name: Amber Vogt Title: President

Signature: _____ Date: 10/22/2025

Daytime Phone Number: 605-580-1593

Date of your Event(s): June 19-21, 2026 Group/Event Name: 3rd Annual Jay M Vogt memorial Tournament

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



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

Monthly Vending Report

Convention Center, Event Complex, Outlaw Square

Complete one (1) report for each event.

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

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

Report Date: _____ Event Date: _____

Name of Person Completing Form: _____

Contact Phone: _____ Contact Email: _____

Signature: _____

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

Event Name: _____

Event Location: _____

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

Page 1 of _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Monthly Vending Report – Additional Sheet

Report Date: _____ **Page** _____ **of** _____

Event Name: _____ **Event Date:** _____

Event Location: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____





LEAD-DEADWOOD GIRLS SOFTBALL ASSOCIATION 2025 PARENT HANDOUT

Lead-Deadwood Girls Softball Association Board Members :

John Rystrom, Amber Vogt, Tylyssa Geffre, Jenica Griffith, Larry Griffith; Asia Ballert, Cassey Cleveringa, Ashley Bertrand and Juan Molina

Parents/Guardians/Players:

The Lead-Deadwood Girls Softball Association welcomes you to the 2025 Softball Season! Our purpose is to teach and educate softball fundamentals by: Preparing girls to learn and play the game of softball in a fun, healthy and safe environment; Emphasizing the importance of respect for teammates, opponents, coaches and officials; Teaching life skills through good sportsmanship, leadership, positive coaching, and peer and parent communication; and Building lasting relationships with good friends. It is our goal to have a fun season and we want to make sure we run a smooth program.

If you have questions please contact Amber Vogt at 605-580-1593 Email us at ldgirlssoftball@gmail.com. We are all volunteers and we hope you will all respect this and know we do the best we can!

TEAM ASSIGNMENTS/COACHES: Coaches contact information is below:

U6: Matt Campbell, Head Coach, 605-441-0286

U8: Morgan Nelson, Head Coach, 720-320-0642 Taylor Ballert, Assistant Coach, 605-591-9986

U12: Jesse Allen, Head Coach, 605-591-9171, Morgan Nelson, Assistant Coach, 720-320-0642, Chad Anderson

U14: Meghan Shelton, Head Coach, 208-724-5268 and Erica Hansen, Assistant Coach

U16: Juan Molina, Coach, 775-482-4214 Ashley Bertrand, Assistant Coach, 605-641-9748 and Casey Davis, Assistant Coach

SCHEDULES: Practices will start in April/May depending on age bracket. The ap has all practice & games schedules posted as they are available. A generalized schedule is as follows: Monday nights U6/U8/U12 will have HOME Games and Wednesday nights U14; U16 will have HOME Games in Lead-Deadwood. All teams will travel to Sturgis, Spearfish and Belle Fourche at least one other night a week, normally we do not have games on Friday nights. (*****ALL U12; U14 and U16 Games will be DOUBLE HEADERS - plan accordingly**)

WEATHER CANCELLATIONS: Practices & Games will be played weather permitting - coaches will make this decision and will notify you using the app--please watch this for schedule changes. We have until 4 pm to cancel games.

TOURNAMENTS: U6 and U8 teams will NOT be participating in Tournaments . U12; U14 and U16 teams will participate in tournaments. The Association pays an entrance fee to each tournament -- please commit to participating in every tournament and be considerate of this when making travel plans for the summer. Tournaments will be May 31-June 2 Belle Fourche; June 7-9 Sturgis; June 14-16 Lead-Deadwood and June 28-30 in Spearfish. Plan on the entire weekend--the schedule changes depending on how well the team plays. Tournament schedules are not available until 1-2 days prior to the start of the Tournament. As soon as we know game times/brackets parents will know. State Softball is July 19-21, 2024 in Sioux Falls SD (***This will only happen if all parents/players of U12-U16 want to do it***)

UNIFORMS: We will provide jerseys & socks! Helmets and bats may be checked out during uniform handout if your child needs them. Jerseys and borrowed equipment will be returned at the end of the season! If it is cold a long sleeve black shirt under jerseys is helpful and /or a Digger sweatshirt. Each child will need to provide their own glove and tennis shoes (no slip ons or Converse); cleats can be worn if the child wishes * No metal cleats until U14. Hair needs to be pulled back in a ponytail. Practices = no jerseys please, Games = full uniforms. Please make sure your name is on all gear because believe it or not kids forget things!

FUNDRAISING: The Association has mailed out letters to our local supporters for collection of donations. Please support the organization by purchasing Lead-Deadwood Softball Gear if possible at <https://alpineimpressions.net/product-category/lead-deadwood-softball/>, a portion of the proceeds goes back to the Association. All SALES are final (check the size charts and order accordingly), must be paid online, picked up at Alpine Impressions in Spearfish! Order early so you can have your items by the beginning of the season.

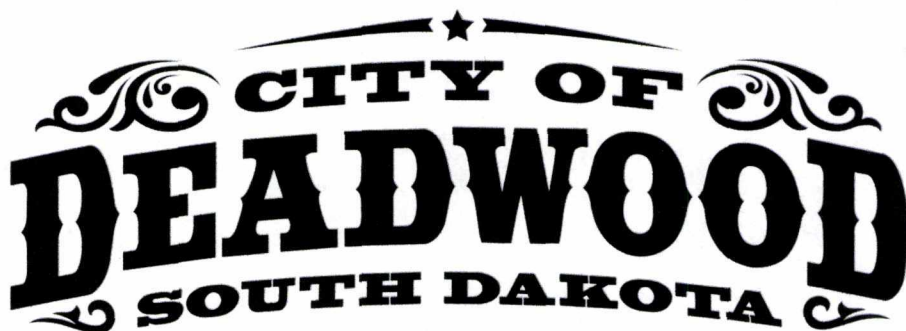
AP & WEBSITE/FACEBOOK: <https://leagues.teamlinkt.com/leaddeadwoodgirlssoftballassociation> **Facebook:** @diggersoftball TeamLink T is how we contact players & parents; schedules; changes; cancellations; information about the season and daily need to know items! You can invite fans to your page for outside people such as family. Enable Text Messages and Turn On Notifications in the App in order to receive reminders and messages. If you need help to download the TeamLinkT on your mobile device please visit <https://teamlinkt.com/gettheapp.php> for directions on how to download or call Amber Vogt at 605-580-1593 or email me at ldgirlssoftball@gmail.com.

PARENT RESPONSIBILITY & PARTICIPATION:

1. BE ON TIME for practice and 30 minutes early to a GAME START TIME. Your Coach may change this.
2. Let us know if your child will not be in attendance, it is a challenge to create a lineup when you are not sure who will be there. The kids who are present at all practices and games will get priority play time! You can do this on the ap.
3. Watching and participating in practices is encouraged and appreciated, an extra 15 minutes of one-on-one time with someone at home is a huge bonus and can make a big difference to their development!
4. We are VOLUNTEERS! You may not have realized it, but by signing your child up to play, you also volunteered to help! We will be asking parents to sign up to help for each game...if each parent commits to two games a year it really does help!
 - U6, U8 & U10 will need a parent to help with snacks and dugout management (this means making sure kids are prepared to go on the field and ready to bat, but not coaching)
 - U10-U16 will need volunteers for bookkeeper at each game home & away
 - Preparing the field for a game is time consuming. The teams playing the first game of the day are responsible for field set-up (installing bases, raking, watering, chalking; dragging) and the teams playing the last game of the day are responsible for field take down (remove and store bases, be sure that all equipment is put away properly, drag fields and lock the storage area).
 - We hold one tournament a year! We need all hands on deck to make this a success! This means field prep time and gates starting Friday all the way through Sunday!



We ask if you have a complaint or problem with a Coach give yourself 24 hours before calling any of us, this is our league rule!



Event Complex Rental and Use Agreement

Event: Deadwood 3 Wheel Rally

Date of Event: July 11-15, 2026
Setup July 10 - tear down July 16

**** 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. ****

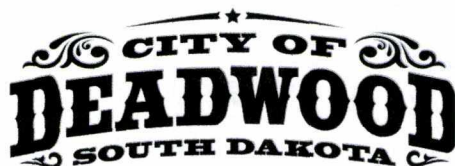
**** Disclaimer: During Youth Sports seasons, Event Complex renters may need to share or relinquish parking spaces during games. Sporting events are set by third-party entities, and the City prioritizes youth and community activities. ****

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: Deadwood 3 Wheel Rally

Contact Information:

Name of Applicant: Michele Pierce - Event Coordinator

Business/Organization: First Gold Gaming Resort

Mailing Address: 270 Main Street

City, State Zip: Deadwood, SD 57732

Business Phone: 608-578-9777 or 1103 Cell Phone: 307-391-1541

Email Address: d3wr@firstgold.com

Dates Event Complex requested:

Set up Date(s): July 10, 2026 Hour(s): 6:00 am

Event Date(s): July 11-15, 2026 Hour(s): 8:00-10:00

Clean-up Date(s): July 16, 2026 Hour(s): 6:00-3:00

Approximate number of people who will attend: 700 +

I am applying to use the:

(Please check property requested)

- ☒ Ticket Booth Freezer only
- ☒ 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: Deadwood 3 Wheel Rally

Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website:

www.cityofdeadwood.com or by calling (605) 578-2082.

- 1) Deadwood Codified Ordinance - Chapter 8.12 – Noise. This ordinance must be adhered to. A violation of this ordinance could be grounds for refusing future rental requests.
- 2) Deadwood Codified Ordinance – 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: owner
 Phone: 605-210-1780 Representing: Fritz Carlson

Name: Elizabeth Brown Title: insurance agent
 Phone: 605-342-5555 Representing: Black Hills Insurance Agency

Name: _____ Title: _____
 Phone: _____ Representing: _____

Name: _____ Title: _____
 Phone: _____ Representing: _____

Name: _____ Title: _____
 Phone: _____ Representing: _____

Name: _____ Title: _____
 Phone: _____ Representing: _____

Deadwood Event Complex Rental and Use Agreement

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

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

Rental Fees:

	Event Complex Facilities	Parking Lots Only	Baseball Fields Only
Private	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
Non-Profit	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
For Profit <i>3500</i>	\$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. *1750*
875.

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 *1800.*

Water Usage Fee of \$50.00 per event IF USED. *50.*

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>3500</u> ✓	☐	Key Deposit \$ <u>100</u> ✓
Baseball Fields \$ _____	☐	Damage Deposit \$ <u>2500</u> ✓
Parking Lots ONLY \$ _____	☐	
Add'l Set-Up/Tear Down \$ _____		*Total Deposits \$ <u>0 2600</u> ✓
Tent(s) \$ <u>1800</u> ✓		*minus Admin Fee of \$250.00
Event Complex Cleaning		and early arrivals if any.
And Trash Removal \$ <u>1750</u> ✓		Alcohol Fee (Pg 18)
Cleaning Baseball Restrooms \$ _____		(\$100.00 per day) \$ <u>500</u> ✓
Cleaning Ferguson Restrooms \$ <u>875</u> ✓		
Streaming \$ _____		
Water Usage \$ <u>50</u> ✓		
Total Fees \$ <u>0 7975</u>		

Organization: First Gold Gaming Resort
 Signature: Dillon G. Brown Date: 10/10/25

3-Wheeler Rally 7 days	Fees	Request to Waive	Notes
Event Complex Facilities	\$ 3,500.00		
Add'l Setup/Tear Down			
Baseball Fields			
Parking Lots Only			
Tent	\$ 1,800.00		
Event Complex Cleaning/Trash	\$ 1,750.00		
Cleaning/Ferguson/Baseball	\$ 875.00		Ferguson Field
Streaming			
Water Usage	\$ 50.00		
Total Fees	\$ 7,975.00		
Minus Request to Waive			Paid 10/10 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 mp
2. In the event there is damage to the Event Complex or its amenities, City of Deadwood or its appointed agent will notify the undersigned user of the nature and extent of the damage. City of Deadwood will provide an appraisal of the repair or replacement within 30 days of the event. Refund will be discussed at the next event committee meeting, which is the last Thursday of each month. If approved, refund will be issued after the City Commission meeting on the 1st or 3rd Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.
Initials mp
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 mp
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 mp
5. The user is responsible for removal of trash and placing it in a dedicated area. All trash must be bagged.
Initials mp
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 hup

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 hup

**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: First Gold Gaming Resort
 Name: Michele Pierce Title: Event Coordinator
 Signature: [Signature] Date: 10/10/25

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):

MA

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:

MA

Initials _____

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

Participant Release and Indemnification required? YES _____ NO _____

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

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

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

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

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

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

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

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

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

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: First Gold Gaming Resort
 Name: Michelle Pierce Title: Event Coordinator
 Signature: [Signature] Date: 10/10/25

Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

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

I have read and understand these rules.

Organization: First Gold Gaming Resort
 Name: Michele Pierce Title: Event Coordinator
 Signature: [Signature] Date: 10/10/25

Responsibilities to and of the Concessionaire

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

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

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

Organization: First Gold Banning Resort
 Name: Nichole Pierce Title: Event Coordinator
 Signature: [Signature] Date: 10/10/25

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: First Gold Gaming Name: Michelle Pierce

Title: Event Coordinator Signature: [Signature]

Dates/Times Alcohol will be served: 7/11 - 7/15, 2024 11:00am - 10:00pm

Business name who will be serving: First Gold Gaming Resort

Kristi Flemming - Food & Beverage Mgr.

Liability Insurance

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

Name of Insurance Company: Black Hills Insurance Agency
Agent's Name: Elizabeth Brown Policy Type: Commercial Liability
Phone: 605-342-5555 Policy No.: CL2462827196
Address: 820 St. Joseph, Rapid City SD 57109

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 mp

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

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

Initials mp

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 mp

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 mp

Organization: First Gold Gaming Resort
 Name: Nicole Pierce Title: Event Coordinator
 Signature: [Signature] Date: 10/10/25

Event Complex Sign and Banner Policy

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

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

Organization: First Gold Gaming Resort
 Name: Michelle Pierce Title: Event Coordinator
 Signature: [Signature] Date: 10/10/25

City of Deadwood Equipment and Services

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

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- ~~B.~~ If the City provides services, equipment, or personnel in support of an event, the City will charge the event organizer a cost determined by the Department Head in supervision of the services provided.
- 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
- 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: Deadwood 3 wheel rally

Requirements (first time renter):

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

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

1) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

2) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

3) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

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

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

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Daytime Phone Number: _____

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

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



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

Monthly Vending Report

Convention Center, Event Complex, Outlaw Square

Complete one (1) report for each event.

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

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

Report Date: _____ Event Date: July 11-15, 2024

Name of Person Completing Form: Michele Pierce

Contact Phone: 307-394-1544 Contact Email: d3wr@firstgold.com

Signature: [Signature]

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

Event Name: _____

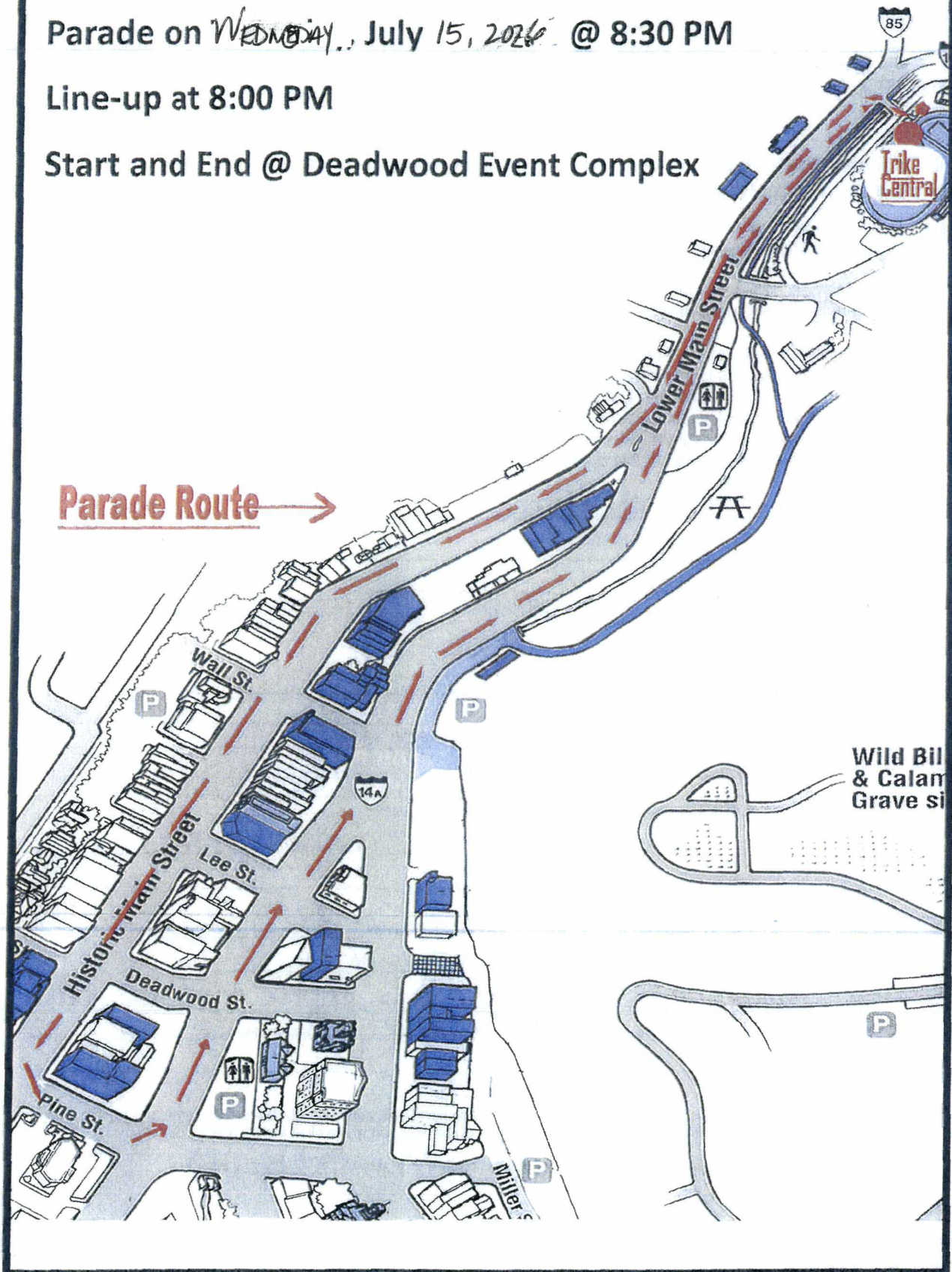
Event Location: Deadwood Event Center

D3WR "Night Light Parade" Route Map

Parade on ~~Wednesday~~, July 15, 2026 @ 8:30 PM

Line-up at 8:00 PM

Start and End @ Deadwood Event Complex



D3WR OVERNIGHT PARKING REGISTRY

PLATE #: _____ MAKE: _____

MODEL: _____ VEHICLE COLOR: _____

ADDITIONAL INFO: _____

LAST NAME: _____ FIRST NAME: _____

ADDRESS: _____

STATE: _____ ZIP: _____ CELL PHONE: _____

START DATE: JULY, _____ 2026 END DATE: JULY, _____ 2026

DISCLAIMER:

You are authorized to park one vehicle and or trailer overnight in a designated area at your sole risk. D3WR, First Gold Inc., its staff, volunteers and subcontractors and City of Deadwood does not guard or assume care, custody or control of your vehicle or its contents and is not responsible for fire, theft, damage or loss. Only authorization is granted hereby, and no bailment is created. Vehicles left over requested days may be impounded at vehicle owner's expense. By signing below, I certify or declare under penalty of perjury that I have read the information provided to me. I understand the conditions outlined in the Overnight Parking Procedure and all information submitted with this application is true and correct to the best of my knowledge. I realize that this permit does not exempt me from any other parking restrictions. Frequent overnight parkers not displaying permit may be subject to tow at vehicle owner's expense.

SIGNATURE: _____ DATE: JULY ___, 2026

12th ANNUAL DEADWOOD 3 WHEELER RALLY

EVENT REGISTRATION/RELEASE FORM - July 11-15,2026

ACCIDENT WAIVER, RELEASE OF ALL LIABILITY AND ASSIGNMENT OF CLAIMS

As consideration for being allowed to participate in the events(s) described below:

1. I acknowledge that motorcycle/trike activity is a potentially hazardous activity which can be a test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of riders' equipment, vehicular traffic, actions of other people including, but not limited to organizers, participants, volunteers, spectators, agents, Deadwood 3 Wheeler Rally (D3WR), First Gold, Inc. (FGI), Deadwood Chamber of Commerce, (C of C) City of Deadwood and its officers, directors, and employees. I hereby assume all the risks of participating, viewing and/or volunteering in this event. I realize liability may arise from negligence or carelessness on the part of the persons or entities organizing or conducting this event and hereby release them of all liability. I certify I am at least 18 years old. I promise not to sue and agree to pay all court cost and all attorney fees that result from my action, civil or otherwise.
2. I certify I am physically fit with no known physical or mental impairment and have prepared for participation in the event(s). I acknowledge this Accident Waiver and Release of Liability form will be used by the event holders, sponsors, and organizers of the event(s) in which I may participate and that it will govern my actions and responsibilities at said events. I certify I am not under the influence of any narcotic, alcohol, or other drug. I certify I have fully adequate insurance to cover all medical claims, the motorcycle/trike and any other equipment and any damage or liability I may ultimately be found responsible for, during all travel to the point of my entry into the Ride, the Ride, the period between the end of the Ride and my return to my final destination. I further certify I have all the insurance required by law and I am licensed and competent to operate a motorcycle/trike in a safe manner and my license has all motorcycle endorsements or certificates required by my state of residence.
3. In consideration of my being permitted to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me during the event or during my traveling to and from this event. The following entities or person: D3WR, FGI, C of C, City of Deadwood, directors, employees, ride organizers, sponsors, representatives, agents, volunteers and (B) indemnify and hold harmless the entities or persons mentioned in this paragraph from all liabilities or claims made by other individuals, or entities because of any of my actions during this event. Accordingly, I do hereby release and discharge D3WR, FGI, C of C, City of Deadwood, directors, employees, ride organizers, sponsors, representatives, volunteers and agents and their officers, agents, and its employees from all claims, demands and causes of action of every kind whatsoever for any death, damages and or injuries which may result from my participation in this event(s). This shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
4. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and or illness during the event(s). I agree to pay any and all costs related to medical response, treatment, and transport on my behalf.
5. I certify I will wear the personal protective equipment while operating my motorcycle/trike at this event that is or may be required by the United States and/or any state in which my participation occurs and that my motorcycle/trike and all required personal protective equipment are in safe operational condition. I agree to abide by the directions/rules given by the organizers of this event and understand that my privilege to ride may be removed without refund if I am in violation of the rules set forth or acting/performing in an unsafe manner, or any manner disruptive to the operation of the event(s). The engine displacement of my motorcycle/trike is at least 650cc, the minimum size allowed for participation.
6. I agree to pay for all expenses, including, but not limited to lodging, food, beverages, gasoline, oil, repairs and maintenance and any other costs or expense I incur as a result of participating in the D3WR event.
7. As additional consideration for being allowed to participate in the D3WR event, I hereby assign to D3WR, FGI, C of C, and the City of Deadwood, any claim I have or might have in contract or in tort in any way shape, form or

fashion arising out of its action, the actions of other riders or anyone that participates in or comes in contact with participants in the event(s). This assignment is intended by all parties to be a full and complete assignment of any claim I have against D3WR, FGI, C of C, the City of Deadwood, officers, directors, employees, ride organizers, sponsors, volunteers, representative and agents or may have against entities and individuals listed in the paragraph whether directly or through third parties. The intent of the parties is that D3WR, FGI, C of C, City of Deadwood, officers, directors, employees, ride organizers, sponsors, volunteers, representatives, and agents shall be liability free regarding anything in any way connected with the event.

8. I hereby release D3WR, FGI, C of C and the City of Deadwood from all claims based upon or arising out of the use, reproduction, distribution, display or performance of all or any part of the photographs or recording, or any derivative thereof, including any claim of invasion of privacy or right of publicity.

I hereby certify that I have read both pages of this Accident Waiver, Release of All Liability and Assignment of Claims in its entirety. My signature below indicates that I fully understand it and agree to its contents.

Full Signature of Driver: _____

Printed Name: _____ Date: July____, 2026

Full Signature of Passenger: _____

Printed Name: _____ Date: July____, 2026

Thank You for Joining Us – Ride Safe!

RALLY TRIVIA

Your AGE: _____ Yr. of TRIKE: _____ Miles RIDDEN to this Rally: _____ # of Years attending this event _____



By using this form you are agreeing to our terms of use. Please

Section 3 Item d.

DOT-295
(09/22)

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR PERMIT TO OCCUPY RIGHT-OF-WAY

Highway No. 85/14A County LAWRENCE Approximately 1.7 Miles ☐ N ☐ S ☒ E ☐ W

from (City or well-defined point) 1576 DRIVE Section _____ Township _____ Range _____

Description of Occupancy: EVENING PARADE @ 830PM JULY 15, 2026

Purpose of Occupancy: PARADE TRAVELS OUT OF THE EVENT CENTER GOING SOUTH ON 85 TO MAIN S DEADWOOD

Duration of Occupancy: PERMANENT ☐ TEMPORARY ☒ If temporary, estimated date of removal or completion: 07/15/26

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. 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 RALLY

SIGNATURE [Signature]

DATE 10/7/2025

ADDRESS 270 MAIN STREET DEADWOOD SD 57732

PHONE (605) 578-9777 ext 1103

REPRESENTING DEADWOOD 3 WHEEL RALLY /FIRST GOLD

EMAIL 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

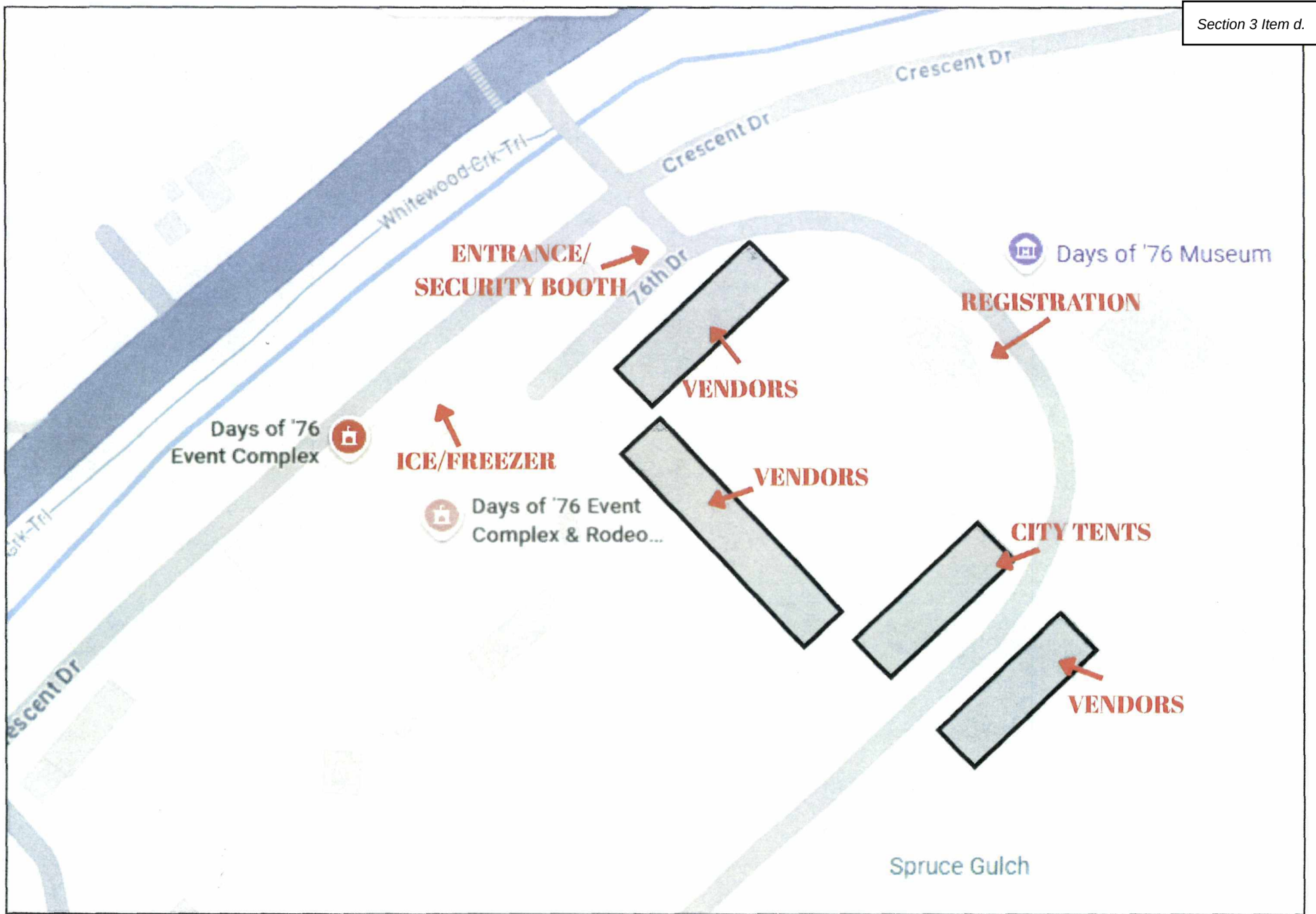
Date

Chief Bridge Engineer
(for Bridge Installations only)

Date

Region Engineer

Date



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: _____

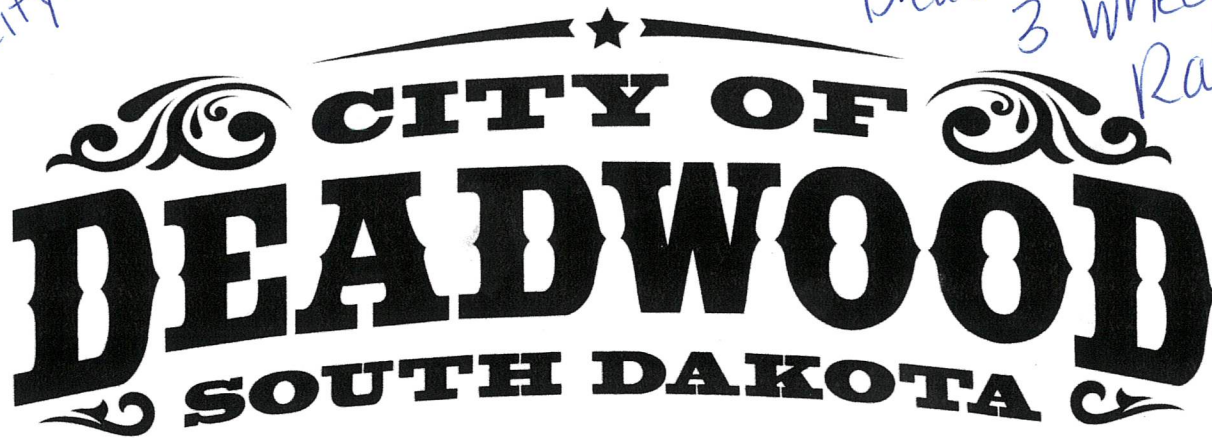
Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Non-comitted
Vendors until
dates are approved.
will update
when comitted.
MP



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

Instructions:

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

EVENT INFORMATION

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

Event Title: Deadwood 3 wheel RallyEvent Date(s): July 11-15, 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 Complex (Days of 76)Set up/assembly/construction July 10-2026 Start time: 6:00 AM / PMPlease describe the scope of your setup / assembly work (specific details): Hanging banners + flags
tables + chairs, registration set up, set up bar
Vendor set upDismantle Date: July 16, 2026 Completion time: 3:00 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: Wed. July 15 - Slow + Stop main Street
only use 1/2 street - no closure - 634 main to 688 main
Time is 10:00 a.m. to noon. (mustang rally) (Gold Dust)

- 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: <u>X/1A</u>	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 WardApplicant (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: (") " 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 St. 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 / offset swag bag costs
and activities, music, food sponsored gatherings

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:

Deadwood 3 Wheel Rally hosts a gathering area @ Event Complex Hosts activities at event center throughout the week and organizes scheduled rides throughout the Black Hills and surrounding area's with "Guides" and plans activities throughout Deadwood businesses including Pancake Feed at VFW (with donations) Show-n-shine downtown Scavenger Hunt / Poker Run

10:00 a.m. to noon, Wednesday, July 15 Show & Shine on Main Street. Only use half of street - no closure. 634 Main (Mustang Sallys) to 688 Main (Gold Dust.)

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: 1-shirts / Hats /
Vendor products & clothing / artwork
- ☐ ☒ 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
- ☐ ☒ 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:

grills / tables

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

x 3
1800.00

- 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

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: 605-210-1786

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 in bar setup

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

Number _____ Ambulance(s) – How provided? Param Emergency

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: mp

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: mp

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

social media, radio, local newspaper

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: 1

Number of Bands: 1

Type of Music: Country/rock

Badger Horse

☐
☒

Will **sound amplification** be used?

If **YES**, please indicate: Start Time: 5 AM / PM - Finish Time: 9 AM / PM

☐
☒

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

If **YES**, please indicate: Start Time: 5 AM / PM - Finish Time: 9 AM / PM

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

Guitars, drum, Keyboard

☒
☐

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: Flags & banners inside complex

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

Social media, radio advertising, local newspapers

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: 1

Number of Bands: 1

Type of Music: Country / Rock

Badger Horse

☐ ☒ Will sound amplification be used? If YES, please indicate: Start Time: 5 AM / PM – Finish Time: 9 AM / PM

☐ ☒ Will sound check be conducted prior to the event? If YES, please indicate: Start Time: 5 AM / PM – Finish Time: 6 AM / PM

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

Guitars, Drum, Keyboard

☒ ☐ 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? If YES, please describe:

Flags & banners hung inside complex

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

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

Posters, social media, radio, SEO

NO ☒ YES ☐ Will there be any live media coverage during your event? If YES, please explain:

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

NAME: Nichole Pierce

PHONE: 307-391-1544

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
 Address: 820 St. Joseph Rapid City SD Liability
Box 3330 (city) (state) (zip code) 57709

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.

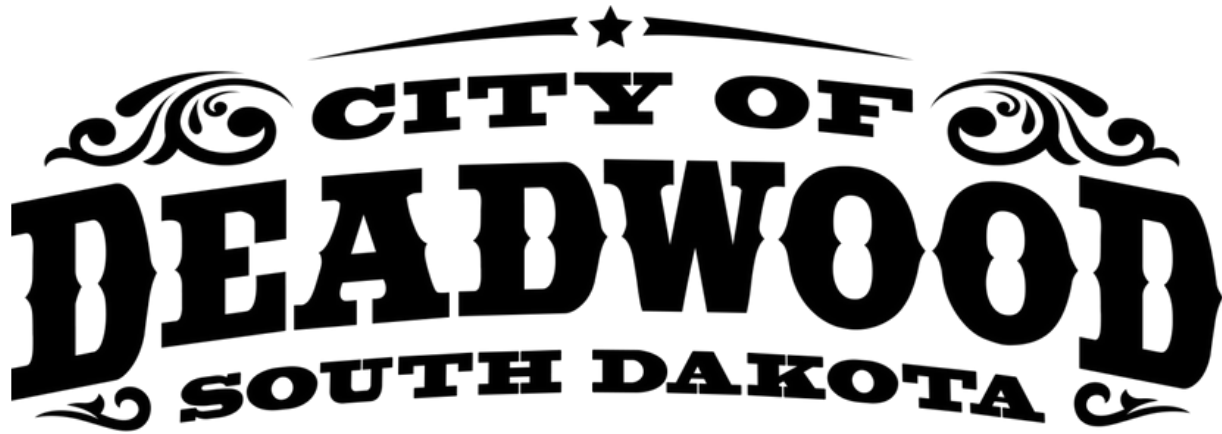
The City must be named as an "additional insured." Please obtain the required insurance and mail an original insurance certificate to: City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.

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 Title: Event Coordinator
[Signature] Date: 8/11/25
 (Signature of Applicant/Sponsoring Organization)



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

DeadwoodElksHoopShoot

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 7, 2024

EVENT INFORMATION

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

Event Title: Deadwood Elks Hoop Shoot

Event Date(s): 12/7/25 Total Anticipated Attendance: 50
(month, day, year)

(# of Participants ²⁰ # of Spectators ³⁰)

Actual Event Hours: (from: 10:00AM AM / PM (to): 1:00PM AM / PM

Location / Staging Area: Rec Center Basketball Court & Lobby

Set up/assembly/construction Tables & Chairs Start time: 8:00AM AM / PM

Please describe the scope of your setup / assembly work (specific details):
Tables in the Lobby area for Registration and Chairs in the Basketball Court for Spectators and Judges

Dismantle Date: 12/7/25 Completion time: 1:00PM 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: N/A

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 7, 2024

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial(forprofit)☐ Noncommercial (nonprofit)

Sponsoring Organization: Deadwood Elks Lodge #508

Chief Officer of Organization (NAME): _____

Applicant (NAME): Elke King Business Phone: (605) 484-5312

Address: 2850 Golf Rd Rolling Meadows IL 60008

(city) (state) (zip code)

Daytime phone: () 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. Your paragraph text

Name: _____

Addr ess:	2850 Golf Rd	Rolling Meadows	IL	60008
	(city)	(state)	(zip code)	

Contact person "on site" day of event or facility use Elke King Pager/Cell #: 605-48 4-5312

(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:

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:

[illegible]

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.

☐ ☐ 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.

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: _____

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**:
DeadwoodElksmembersarepresenttoassistwiththeflowofregisteringthe kids.

Please describe your Accessibility Plan for access at your event by individuals with disabilities: _____
The Rec Center is Dasability 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: _____

Security Organization Address: _____
(city) (state) (zipcode)

Security Director (Name): _____ Business phone: _____

☐ NO ☐ YES Is this a night event? If **YES**, please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators:

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

Number _____ Ambulance(s) – How provided? _____

Number _____ Emergency Medical Technicians – How provided?

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

Acknowledge acceptance with initial: EK

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: EK

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____
 Everyone will park in the parking lot next to the Rec Center.

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? 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:

☐ NO ☐ YES Will there be any live media coverage during your event? If **YES**, please explain:

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

NAME: Elke King PHONE: 605-484-5312

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: <u>Acord</u>			
Agent's Name: <u>ArthurJ.Gallagher Risk Management Services, LLC</u>			
Business Phone: (<u>800</u>) <u>421-3557</u>	Policy Number: <u>131068543</u>		Policy Type: <u>Various</u>
Address: <u>2850GolfRd</u>	<u>Rolling Meadows</u>	<u>IL</u>	<u>60008</u>
	(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.**

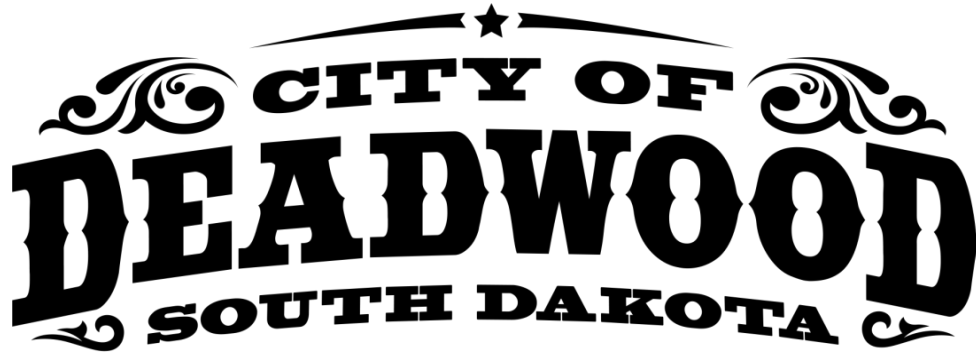
AFFIDAVIT OF APPLICANT

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): Elke King Title: Director
Elke King Date: 10/2/25
 (Signature of Applicant/Sponsoring Organization)

Adopted October 7, 2024



Event Complex Rental and Use Agreement

Event: Snocross 2026

Date of Event: 1/23&1/24 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. ****

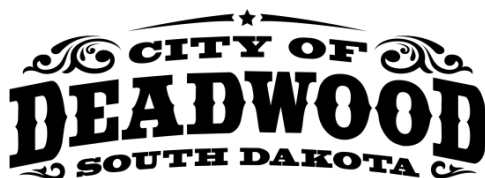
**** Disclaimer: During Youth Sports seasons, Event Complex renters may need to share or relinquish parking spaces during games. Sporting events are set by third-party entities, and the City prioritizes youth and community activities. ****

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: Deadwood Snocross Showdown

Contact Information:

Name of Applicant: Jesse Allen

Business/Organization: Deadwood Chamber of Commerce

Mailing Address: 501 Main St.

City, State Zip: Deadwood, SD 57732

Business Phone: 605-578-1876 Cell Phone: 605-591-9171

Email Address: jesse@deadwood.org

Dates Event Complex requested:

Set up Date(s): Jan 19th Hour(s): 6am

Event Date(s): Jan 23 & 24 Hour(s): 8am - 10pm

Clean-up Date(s): Jan 25 Hour(s): 8am - 2pm

Approximate number of people who will attend: _____

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

- ☒ Ticket Booth
- ☒ Main Grandstand Concession
- ☒ Main Grandstand Restrooms
- ☒ Crow's Nest
- ☒ VIP Grandstand
- ☒ Arena and Corral Areas
- ☒ Main Grandstand Seating
- ☒ Parking Lots
- ☐ Baseball Field(s)
- ☐ Baseball Field(s) Restrooms
- ☒ 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: Deadwood Snocross Showdown

Compliance with Deadwood City Ordinances:

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

- 1) Deadwood Codified Ordinance - Chapter 8.12 – Noise. This ordinance must be adhered to. A violation of this ordinance could be grounds for refusing future rental requests.
- 2) Deadwood Codified Ordinance – 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: Carl Schubitzke Title: Race Director
 Phone: 763-497-8474 Representing: ISOC

Name: Amanda Kille Title: Director
 Phone: 605-578-1876 Representing: DWD Chamber

Name: Fritz Carlson Title: Owner
 Phone: 605-210-1780 Representing: Badlands Security

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	Surcharge	☒	Key Deposit \$ <u>100</u>
Baseball Fields	\$ <u> </u>	☐	Damage Deposit \$ <u>2500</u>
Parking Lots ONLY	\$ <u> </u>	☐	
Add'l Set-Up/Tear Down	\$ <u>1000</u>		*Total Deposits \$ <u>2600</u>
Tent(s)	\$ <u>400</u>		*minus Admin Fee of \$250.00
Event Complex Cleaning			and early arrivals if any.
And Trash Removal	\$ <u>500</u>		Alcohol Fee (Pg 18)
Cleaning Baseball Restrooms	\$ <u> </u>		(\$100.00 per day) \$ <u>200</u>
Cleaning Ferguson Restrooms	\$ <u> </u>		
Streaming	\$ <u>400</u>		
Water Usage	\$ <u>50</u>		
Total Fees	\$ <u>2350</u>		

Organization: Deadwood Chamber of Commerce

Signature:  Date: 10/22/25

Office Use only:

Date Fees Paid:

Date Deposit Paid:

Fees Still Owed:

Notes:

Acknowledgement of Use Rules and Regulations

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

Initials JA

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

Initials JA

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 JA

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 JA

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

Initials JA

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

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

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

Initials 

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials 

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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

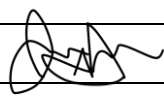
User represents that its activities, pursuant to this agreement, will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. User acknowledges that the City has no duty to and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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: Deadwood Chamber of Commerce

Name: Jesse Allen Title: Event Coordinator

Signature:  Date: 10/22/25

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):

Deadwood Snocross Showdown

Snowmobile Races

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

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

Initials 

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

Participant Release and Indemnification required? YES _____ NO _____

Initials 

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

Initials 

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

Initials 

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

Initials 

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

Initials 

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

Initials 

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

Initials 

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

Initials 

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

Organization: Deadwood Chamber of Commerce

Name: Jesse Allen Title: Event Coordinator

Signature:  Date: 10/22/25

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:



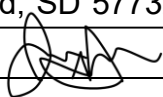
By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:

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: Jesse Allen Date of Birth: 7/31/82

Address: 501 Main St.
Deadwood, SD 57732

Signature:  Date: 10/22/25

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: Deadwood Chamber of Commerce

Name: Jesse Allen Title: Event Coordinator

Signature:  Date: 10/22/25

Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

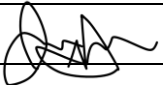
1. High visibility vests with Deadwood Event Complex identified on them will be available in the Ticket Booth.
2. Large map of Complex will be on display in Ticket Booth for communication.
3. Absolutely no parking on fields without prior written approval from Parks, Recreations and Events Director. City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

I have read and understand these rules.

Organization: Deadwood Chamber of Commerce

Name: Jesse Allen

Title: Event Coordinator

Signature: 

Date: 10/22/25

Responsibilities to and of the Concessionaire

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

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

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

Organization: Deadwood Chamber of Commerce

Name: Jesse Allen Title: Events Coordinator
 Signature:  Date: 10/22/25

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: Deadwood Chamber of Commerce Name: Jesse Allen

Title: Event Coordinator Signature: 

Dates/Times Alcohol will be served: 1/23 & 1/24 10am -10pm

Business name who will be serving: Deadwood Chamber of Commerce

Liability Insurance

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

Name of Insurance Company: Lloyds of London

Agent's Name: Chris Roberts Policy Type: GL

Phone: _____ Policy No.: GL350GL003-02

Address: PO Box 507 Deadwood, SD 57732

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 JA

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

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

Initials JA

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 JA

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 JA

Organization: Deadwood Chamber of Commerce

Name: Jesse Allen Title: Event Coordinator

Signature:  Date: 10/22/25

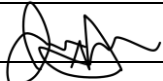
Event Complex Sign and Banner Policy

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

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

Organization: Deadwood Chamber of Commerce

Name: Jesse Allen Title: Event Coordinator

Signature:  Date: 10/22/25

City of Deadwood Equipment and Services

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

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- B. If the City provides services, equipment, or personnel in support of an event, the City will charge the event organizer a cost determined by the Department Head in supervision of the services provided.
- 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
- 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: Deadwood Chamber of Commerce

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: _____

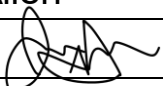
I have read the foregoing rental agreement and all of the attachments as well as the use guidelines and information, which can be found at <https://www.cityofdeadwood.com/parksrec>

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: Deadwood Chamber of Commerce

Name: Jesse Allen Title: Event Coordinator

Signature:  Date: 10/22/25

Daytime Phone Number: 605-578-1876

Date of your Event(s): 1/23 & 1/24 2026 Group/Event Name: Snocross

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



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

Monthly Vending Report

Convention Center, Event Complex, Outlaw Square

Complete one (1) report for each event.

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

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

Report Date: _____ Event Date: _____

Name of Person Completing Form: _____

Contact Phone: _____ Contact Email: _____

Signature: _____

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

Event Name: _____

Event Location: _____

List of Vendors

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

Page 1 of _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Monthly Vending Report – Additional Sheet

Report Date: _____ **Page** _____ **of** _____

Event Name: _____ **Event Date:** _____

Event Location: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

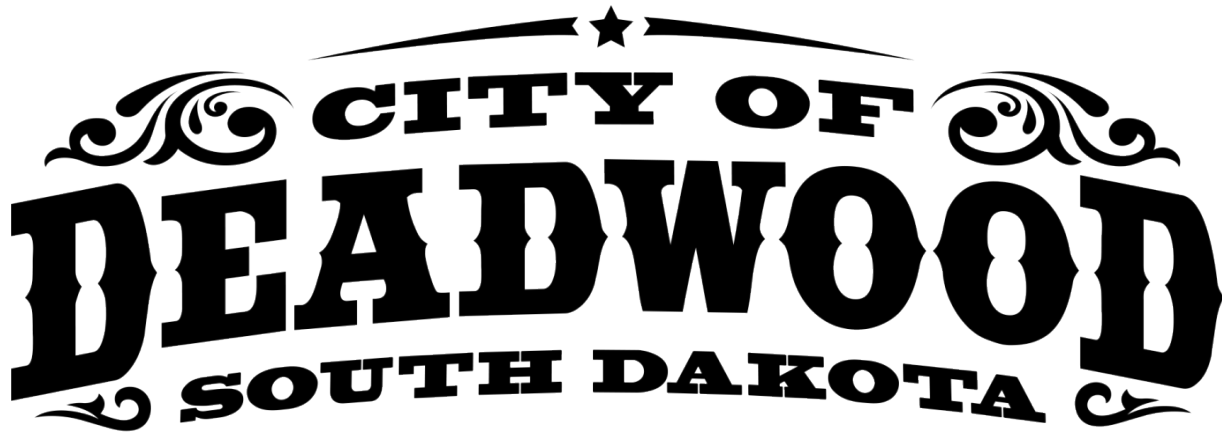
Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____



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

Luau Event

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

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

Event Title: Luau EventEvent Date(s): February 22, 2026 Total Anticipated Attendance: 75
(month, day, year)(# of Participants 50 # of Spectators _____)Actual Event Hours: (from: 1:00 p.m. AM / PM (to): 5:00 p.m. AM / PMLocation / Staging Area: Rec Center (Gym and Common Area)Set up/assembly/construction Neighborhood Council will set up Start time: 1:00 p.m. AM / PMPlease describe the scope of your setup / assembly work (specific details): Gym - host physical activities like limbo hula, beachball free throw, etc. Common Area - host station, a place for a scavenger hunt. Tropical Hut making craft.Door prizes will be drawn towards the end of the event, at 4:00 p.m. Octavia's Promis present.Dismantle Date: February 22, 2026 Completion time: 5:00 p.m. 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: N/A

- 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: Deadwood Neighborhood Council

Chief Officer of Organization (NAME): Ronda Brunson President

Applicant (NAME): Ronda Brunson Business Phone: (605) 353-5660

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

Daytime phone: () 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 Ronda Brunson Pager/Cell #: 605-353-5660

(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:

1:00 p.m. Neighborhood Council will set-up for the Luau event. 2:00 to 4:00 p.m. the Luau activities will take place as well as Octavia's Promise will be present in raising awareness and handing out swimwear for kids. Neighborhoos Council will clean up all areas and be out by 5:00

Open to resident of Deadwood to have a winter celebration. Attendess will have opportunity to bring families to Rec Center.

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

☒☐

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: Neighborhood Council will clean-up after event.

Waste will be removed to proper receptacle outside when lock-up for evening.

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

NO

YES

☒
☐

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

Security Organization: _____

Security Organization Address: _____

(city)

(state)

(zip code)

Security Director (Name): _____

Business phone: _____

NO

YES

☒
☐

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

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

Number _____ Ambulance(s) – How provided? _____

Number _____ Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: CAS

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: CAS

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☐
☒

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

Number of Stages: _____

Number of Bands: _____

Type of Music: Speaker

☒
☐

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: _____
Neighborhood Council banner may be put up.

PROMOTION/ADVERTISING/MARKETING/INFORMATION

NO	YES	Will this event be promoted, advertised or marketed in any manner? If YES , please describe:
☐	☒	<u>Fliers will be going out to the community to inform Luau Event, by the Neighborhood COuncil.</u>
		<u>On City Newsletter</u>
☒	☐	Will there be any live media coverage during your event? If YES , please explain:
		<u></u>
		<u></u>

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

NAME: Rhonda Brunsen/Cammie Schmidt PHONE: 605-353-5660/605-578-2082

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) 353-5660 Policy Number: _____ Policy Type: _____

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

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

AFFIDAVIT OF APPLICANT

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

Name of Applicant (PRINT): Cammie Schmidt

(Signature of Applicant/Sponsoring Organization)

Title: HP/P&Z Administrative Assistant

Date: 10/24/25

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
By mail:
108 Sherman Street,
Deadwood, SD 57732



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

Monthly Vending Report

Convention Center, Event Complex, Outlaw Square

Complete one (1) report for each event.

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

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

Report Date: _____ Event Date: _____

Name of Person Completing Form: _____

Contact Phone: _____ Contact Email: _____

Signature: _____

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

Event Name: _____

Event Location: _____

List of Vendors

List all anticipated vendors for the applicable event.

Please use as many additional sheets as necessary.

Page 1 of _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

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

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

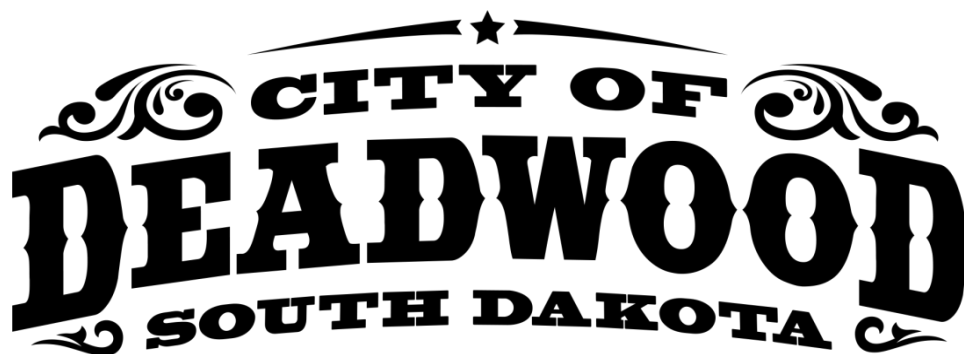
Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____



Event Complex Rental and Use Agreement

Event: _____

Date of Event: _____

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

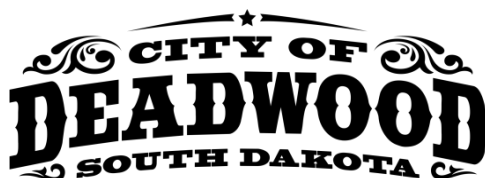
**** Disclaimer: During Youth/School Sports seasons, Event Complex renters may need to share or relinquish parking spaces during games. Sporting events are set by third-party entities, and the City prioritizes youth and community activities. Ferguson Field usage is set as a top priority for youth/school and community activities first, followed by other requests****

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

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: _____

Contact Information:

Name of Applicant: _____

Business/Organization: _____

Mailing Address: _____

City, State Zip: _____

Business Phone: _____ Cell Phone: _____

Email Address: _____

Dates Event Complex requested:

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

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

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

Approximate number of people who will attend: _____

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

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

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Deadwood Event Complex Rental and Use Agreement

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

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

Rental Fees:

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

Ticketed Events:

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

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

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

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

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

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

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

Tent Rental, which is set and amended by resolution:

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

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

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

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

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

Organization: _____

Signature: _____ Date: _____

Office Use only:

Date Fees Paid: _____

Date Deposit Paid: _____

Fees Still Owed: _____

Notes:

Acknowledgement of Use Rules and Regulations

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

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

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

Initials _____

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials _____

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Event Sponsor – Release and Indemnification Agreement

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

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

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

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

Initials _____

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

Participant Release and Indemnification required? YES _____ NO _____

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

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

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

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

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

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

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

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

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

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

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

I have read and understand these rules.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Responsibilities to and of the Concessionaire

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

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

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Alcohol Policy for Facility Rentals

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

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

Again, alcoholic beverages are **NOT** permitted outside of the Event Complex. The Finance Office **MUST** be contacted, at (605) 578-2600 then after review of the request for the serving of alcoholic beverages, the City Commission will approve or disapprove of the request. User will receive notification in written form from the City Finance office of the Commission action.

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

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

Organization: _____ Name: _____

Title: _____ Signature: _____

Dates/Times Alcohol will be served: _____

Business name who will be serving: _____

Liability Insurance

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

Name of Insurance Company: _____

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

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

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

General Business within the Event Complex

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

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

Initials _____

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

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

Initials _____

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

Initials _____

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

Initials _____

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Event Complex Sign and Banner Policy

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

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

City of Deadwood Equipment and Services

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

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- ~~B.~~ If the City provides services, equipment, or personnel in support of an event, the City will charge the event organizer a cost determined by the Department Head in supervision of the services provided.
- 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 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

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: _____

Requirements (first time renter):

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

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

1) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

2) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

3) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

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

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

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Daytime Phone Number: _____

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

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



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

Monthly Vending Report

Convention Center, Event Complex, Outlaw Square

Complete one (1) report for each event.

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

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

Report Date: _____ Event Date: _____

Name of Person Completing Form: _____

Contact Phone: _____ Contact Email: _____

Signature: _____

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

Event Name: _____

Event Location: _____

List of Vendors

List all anticipated vendors for the applicable event.

Please use as many additional sheets as necessary.

Page 1 of _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

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

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____