

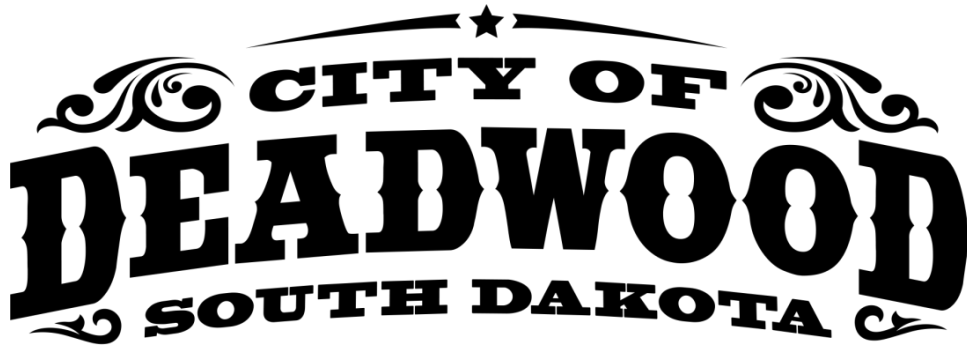


## Event Committee Meeting MEETING Agenda

August 31, 2023

1. **ROLL CALL**
2. **APPROVAL OF MINUTES**
3. **OLD BUSINESS**
4. **REFUNDS**
  - a. Days of '76 Rodeo - July 19-30, 2023
  - b. Steer Roping - August 18 - 21, 2023
5. **NEW BUSINESS**
  - [a.](#) Event Complex Application
  - [b.](#) Acknowledge Documentary Filming - August 22, 2023
  - [c.](#) DVG America Midwest Regional Championship - September 30-October 1, 2023
  - [d.](#) Lead Deadwood High School Homecoming Parade - October 6, 2023
  - [e.](#) Jerry Pontius 60th Parade - October 7, 2023
6. **UPCOMING EVENTS**
  - a. Deadwood Live - September 2, 2023 - open container and street closure
  - b. Moto Show Arena Cross Race - September 9, 2023 - open container, use of Event Complex
  - c. Fair in the Square - September 8, 2023 - street closure
  - d. Just Try It - September 9, 2023 - Use of Public Property
  - e. Deadwood Jam - September 15-16, 2023 - open container, street closure
  - f. Veterans March - September 15-16, 2023 - use of public property
  - g. Jeep Jamboree - September 21-23, 2023 - use of public property
  - h. Hops and Hogs - September 22-23, 2023 - open container
  - i. Mountain Lion-Aqua Bike Triathlon - September 21, 2023 - use of public property
7. **OPEN DISCUSSION**
8. **MEETING ADJOURNMENT**

- a. Next meeting will be Thursday, September 28, 2023.



## Event Complex Rental and Use Agreement

Event: \_\_\_\_\_

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

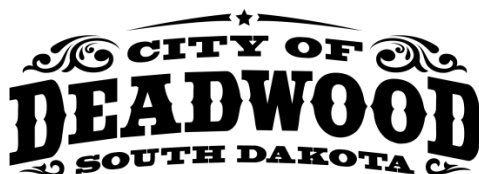
The City of Deadwood has contracted with the Deadwood Chamber of Commerce and Visitors Bureau for the management and coordination of the Deadwood Event Complex. As an applicant for rental and use of any portion of the Deadwood Event Complex, you are required to contact the Chamber for coordination and 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

# Table of Contents

Topic	Page
Table of Contents .....	2
Rental and Use Agreement	
• Contact information .....	3-4
• Rental & Deposit Fee Schedule .....	5
• Rental Rules and Regulations .....	6-7
Insurance and Liability Overview .....	8
• Facilities Use Agreement Indemnification and Insurance Clause .....	9
• Event Sponsor Release and Indemnification Agreement .....	10-11
• Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment .....	12
• Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment for Minor(s) .....	13
Building Rental Rules .....	14
Event Complex Parking Requirements .....	15
Responsibilities to and of Concessionaire .....	16
Acknowledgement of Deadwood Codified Ordinances	
• Alcohol Policy .....	17
• Liquor Liability Insurance .....	18
• General Business within the Complex .....	19
• Signs and Banners .....	20
City Services and Equipment .....	21-22
References .....	23
Pyrotechnics Display Permit .....	24-26





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

### Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

# 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](http://www.cityofdeadwood.com) or by calling (605) 578-2082.

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

## Additional contacts:

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

Name: \_\_\_\_\_ 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	\$500 / 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 or facility use fee to each ticket sold. ~~in lieu of any rental fee above.~~ The City of Deadwood has a ticket surcharge ~~of \$2.00~~, which is set and amended by resolution. **The City Of Deadwood reserves the right to apply the rental fees regardless of any application for the use of the ticket surcharge. in lieu of rental fees.**

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

**Damage Deposit (Refundable):** \$1250 minimum (no alcohol) or \$2,500 minimum (serving alcohol), **which includes a \$250 non-refundable administrative fee.**

**A cleaning/trash removal fee (Non-Refundable) of \$250.00 PER DAY applies.**

**A Streaming Fee of \$250 per Event applies IF USED.**

**Deposit must be received before application can be approved.**

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

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

Please read the Use Guidelines for cancellation and reservation policies.

## Fees

Event Complex Facilities \$ \_\_\_\_\_  
 Baseball Fields \$ \_\_\_\_\_  
 Parking Lots \$ \_\_\_\_\_  
 Cleaning/Trash Removal \$ \_\_\_\_\_  
 Streaming \$ \_\_\_\_\_  
 Total Fees \$ \_\_\_\_\_

## Request to Waive Complex Fees

☐  
☐  
☐  
☐  
☐

## Refundable Deposits

Key Deposit \$ \_\_\_\_\_  
 Damage Deposit \$ \_\_\_\_\_  
 Total Deposits \$ \_\_\_\_\_

Please write separate checks to the City of Deadwood (one check for event and one check for deposits)

Organization: \_\_\_\_\_

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

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

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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

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 in a dedicated area. All trash must be bagged. The user is responsible for trash dumpster(s), the removal of the trash, and all costs associated with trash generated from the event. Dumpsters shall be placed in locations approved by the Public Works Director.~~

Initials \_\_\_\_\_

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

- ☐ A 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.
- ☐ A 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, a 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.
- ☐ A 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.
- ☐ ~~A person in charge will assure that all garbage is placed in containers for the event.~~
- ☐ 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.
- ☐ ~~The Exit doors must be unlocked and~~ **All exits** cannot be blocked during the event.
- ☐ Unless otherwise specified by the City Commission, all events must end by 10:00 p.m. Sunday – Thursday and 11:00 p.m. Friday – Saturday. Any event permitted may be required to have security present.
- ☐ Noise that may cause inconvenience, annoyance or alarm to others is not permitted. Any event that generates excessive noise must take place between the hours of 7:00 a.m. – 10:00 p.m. only and must comply with Noise Regulations found in the City of Deadwood Codified Ordinance.
- ☐ In case of an emergency, such as a fire, dial 911. In the case of a non-emergency, the Deadwood Police Department number is (605) 578-2623 and the Deadwood Fire Department number is (605) 578-1212.
- ☐ In case of issues related to the Event Complex during off business hours such as electrical problems, wastewater issues, lighting problems, property related issues, etc. contact Lawrence County Dispatch at (605) 578-2230. The proper authority will be dispatched to remedy the problem. If the problem occurs during business hours (7am-4pm M-F) contact the Deadwood Public Works Department at (605) 578-3082.

Initials \_\_\_\_\_

## 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 restrooms after the event (if used).
- ☐ 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.**

Organization: \_\_\_\_\_

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

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

## Insurance and Liability

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### 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.

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### 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.***

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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) 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: \_\_\_\_\_

#### ACKNOWLEDGEMENT INDIVIDUAL

STATE OF \_\_\_\_\_;

SS.

COUNTY OF \_\_\_\_\_;

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came \_\_\_\_\_, personally known to me to be the person whose name is affixed to the above instrument and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal at \_\_\_\_\_, in said county and state, the date aforesaid.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## 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):

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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:

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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 ~~Safety Director~~ 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 \_\_\_\_\_

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**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.
- 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
  - ~~Sweep and mop restrooms & wipe down all counter-tops, sinks, toilets~~
  - 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.

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**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. If the event organizer is not requesting concession services, the event organizer cannot bring in other vendors to provide food and beverage for the event. The hours of operation of the concession premises shall coincide with the hours of the event scheduled and the hours of operation shall be coordinated between the Concessionaire and the Event Organizer.

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

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

Organization: \_\_\_\_\_

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

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

## Alcohol Policy for Facility Rentals

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

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

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

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

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

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

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

Organization: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Dates/Times Alcohol will be served: \_\_\_\_\_

Business name who will be serving: \_\_\_\_\_

## Liquor Liability Insurance

This 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.

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**For Office Use Only:**

Date Fees Received: \_\_\_\_\_

City Representative: \_\_\_\_\_ Title: \_\_\_\_\_

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



## 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.

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: \_\_\_\_\_

### ~~For Office Use Only:~~

Sales Tax Number (If Applicable): \_\_\_\_\_

Date Fees Received: \_\_\_\_\_ Total(s): \_\_\_\_\_

City Representative: \_\_\_\_\_ 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 very 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

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

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- B. If the City provides services, equipment, or personnel in support of an event, the City will, charge the event organizer a cost determined by the Department Head in supervision of the services provided. The cost for use of equipment, personnel, and services is determined prior to submittal of application; additional services requested during the event will incur addition costs. ONLY the Department Head in supervision of the services provided shall approve additional services requested! Additional costs if applicable shall be mutually agreed upon prior to service and paid for prior to the service provided.
- C. Prior to submittal of this application, the applicant must meet with the proper City Department Head to determine costs and availability of services requested. A letter from the appropriate City Department stating the total costs and services available shall be submitted with the application along with payment for the services with the entire application.
- D. 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.
- ~~Restrooms—Restrooms are available for events however, the cleaning of the restrooms is the responsibility of the event organizer.~~ Cleaning of the Grandstands is the responsibility of the event organizer. In addition, if the existing facilities are not adequate for the projected number of patrons' additional facilities are the responsibility of the renter.

Police Department

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

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

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

## Arena prep work including:

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

## General Event Complex Services:

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

## Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

## Renter Reference Sheet

**Renter/Organization Name:** \_\_\_\_\_

**Requirements (If first time renter):**

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

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

1) Name: \_\_\_\_\_ 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: \_\_\_\_\_

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

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

Organization: \_\_\_\_\_

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

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

Daytime Phone Number: \_\_\_\_\_

Date of your Event(s): \_\_\_\_\_ Group/Event Name: \_\_\_\_\_

**City of Deadwood**  
**Indoor or Outdoor Pyrotechnics Display**  
**Permit Application**

737 Main Street, Deadwood, SD 57732  
(605) 578-1212

**APPLICANT INFORMATION**

NAME _____	PHONE _____
ADDRESS _____	CITY/STATE _____
RELATIONSHIP TO PROPERTY	OWNER                      CONTRACTOR/OPERATOR

**DISCHARGE LOCATION INSURANCE**

Name/Business: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_

**COMPANY**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No: \_\_\_\_\_

**PYROTECHNIC OPERATOR**

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Operator's License No: \_\_\_\_\_

**DATE and TIME of DISPLAY**

Start Date: & Time: \_\_\_\_\_  
Finish Date & Time: \_\_\_\_\_

**TYPE OF DISPLAY**

<input type="checkbox"/> <b>Aerial Show</b>	Class C/Division 1.4	Class B/Division 1.3
<input type="checkbox"/> <b>Ground Display</b>	Class C/Division 1.4	Class B/Division 1.3
<input type="checkbox"/> <b>Outdoor</b> (see note below)	Film or Stage Use      Concert	Public Show      Private Show
<input type="checkbox"/> <b>Indoor</b>	Film or Stage Use      Concert	Public Show      Private Show

**Outdoor/Indoor Displays:** Deadwood City Ordinance 8.08.010 requires approval of this application by the Deadwood City Commission. The Deadwood Fire Department may require standby personnel and equipment based on potential fire conditions and weather conditions on the day/time of the display/discharge. ~~The City of Deadwood~~ The Deadwood Fire Department Fire Chief or his/her designee reserves the right to cancel permits based on fire potential, given determining factors such as atmospheric and foliage conditions. The application will also have a diagram of the proposed pyrotechnic display.

A bond or general liability insurance has been obtained from \_\_\_\_\_ (Insurance Company) for \$5,000,000 (amount) to cover payment of all damages which may be caused either to a person or persons or to any property by reason of the permitted display and arising from any acts of the permitted company or person, the company's persons' agents, employees or subcontractors with the City of Deadwood an additional insured. A certificate of insurance shall accompany this permit application.

The permitted company or person, the company's or person's agents and employees agree to hold the City of Deadwood, South Dakota and the Deadwood Fire Department harmless in the event of an accident arising from this permitted display.

**National Fire Protection Association (NFPA) 1123 & 1126 shall be followed prior to, during and after pyrotechnics display.**

\_\_\_\_\_  
Dated of Application

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Printed Name of Applicant

----- **FOR OFFICE USE ONLY** -----

Permit application requirements: \_\_\_\_\_ Hold Harmless Signed: \_\_\_\_\_ Bond secured: \_\_\_\_\_

Content of plans: \_\_\_\_\_ Pre-Show Review: \_\_\_\_\_ Qualification of Operator: \_\_\_\_\_ Storage Requirements: \_\_\_\_\_

Post- Performance Procedures: \_\_\_\_\_ Deadwood Fire Dept. Operations Plan: \_\_\_\_\_

Fire Code Official's Review: Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

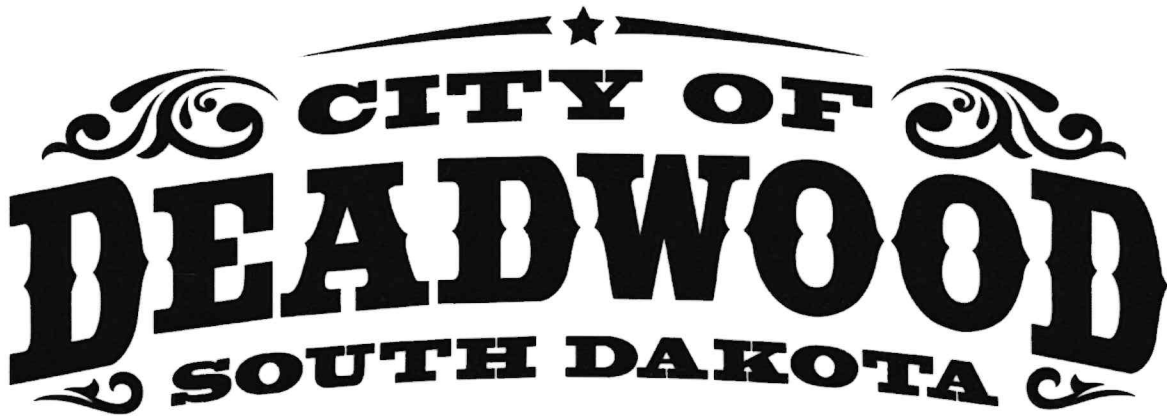
Reason for Denial:

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

## Checklist for Pyrotechnic Plans

- ☐ Name of the person, group, or organization sponsoring the production.
- ☐ Date and time of day of the production.
- ☐ Exact location of the production.
- ☐ Name of the person actually in charge of firing the pyrotechnics (the pyrotechnic operator).
- ☐ Number, names and ages of all assistants who are to be present.
- ☐ Qualifications of the pyrotechnic operator
- ☐ Pyrotechnic experience of the operator.
- ☐ Confirmation of any applicable state and federal licenses held by the operator or assistant(s).
- ☐ Evidence of the permittee's insurance carrier or financial responsibility.
- ☐ Number and types of pyrotechnic devices and materials to be used, the operator's experience with those devices and effects, and a definition of the general responsibilities of assistants.
- ☐ Diagram of the grounds or facilities where the production is to be held that shows the point at which the pyrotechnic devices are to be fired, the fallout radius for each pyrotechnic device used in performance, and the lines behind the audience is to be restrained.
- ☐ Point of on-site assembly of pyrotechnic devices
- ☐ Manner and place of storage of the pyrotechnic materials and devices.
- ☐ Material Safety Data Sheets (MSDS) for the pyrotechnic material(s) to be used.
- ☐ Certification that the set, scenery, and rigging materials are inherently flame-retardant or have been treated to achieve flame-retardancy.





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

## **Documentary Filming**

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### **Instructions:**

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



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

Address: \_\_\_\_\_  
(city) (state) (zip code)Contact person "on site" day of event or facility use Rachael Robertson Pager/Cell #: 214-908-1072**(Note):** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING**

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

We will be filming the reenactment performances on the 22nd August. Filming walking shots with our expert visiting the town and looking through it's history and talking to camera.

We will not be closing any roads or blocking any streets or right of way.

We will have 3x SUV vehicles for transport only which will be parked in legal/public parking spaces.

We have 2x handheld cameras and 1x sound kit.

We will also be filming with a local prospector who performs in the reenactments.

## OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

**NO** ☒ **YES** ☐ Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.

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

**NO** ☒ **YES** ☐ Does this event involve a moving route of any kind along streets, sidewalks or highways? If **YES** attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.

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

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.
- Food Concession and / or Food Preparation Area(s).  
Please describe how food will be served at the event:

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

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (specify):

- First Aid Facilities and Ambulance locations.
- Tables and Chairs.
- Fencing, Barriers and / or Barricades.
- Generator Locations and / or Source of Electricity.
- Canopies or Tent Locations.
- Booths, Exhibits, Displays or Enclosures.
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
- Vehicles and / or Trailers.
- Trash Containers and Dumpsters.

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

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**:

We will have filming signs where applicable and also obtain release forms for any public filmed on the day. Our contributor will also announce our filming before the performance.

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

None

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

**NO**

**YES**

☒
☐

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

Security Organization: \_\_\_\_\_

Security Organization Address: \_\_\_\_\_

\_\_\_\_\_  
 (city)

\_\_\_\_\_  
 (state)

\_\_\_\_\_  
 (zip code)

Security Director (Name): \_\_\_\_\_ Business phone: \_\_\_\_\_

☒
☐

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

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: MD

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: MD

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

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

None

### ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

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

Type of Music: \_\_\_\_\_

- ☒ ☐ Will **sound amplification** be used?  
If **YES**, please indicate: Start Time: \_\_\_\_\_ AM / PM – Finish Time: \_\_\_\_\_ AM / PM

- ☒ ☐ Will **sound checks** be conducted prior to the event?  
If **YES**, please indicate: Start Time: \_\_\_\_\_ AM / PM – Finish Time: \_\_\_\_\_ AM / PM

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

- ☒ ☐ Will any fireworks, rockets or other pyrotechnics be used? If **YES**, please attach a copy of your permit (issued by the State Fire Marshall's office) to this application.
- ☒ ☐ Will any signs, banners, decorations or special lighting be used? If **YES**, please describe:

**PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION**

NO YES

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

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

NAME: Matthew Dewdney PHONE: +447906546242**INSURANCE REQUIREMENTS****REQUIRED:** Insurance for your event will be required before final permit approval.

Name of Insurance Company: AON/Albert G Ruben Co of NY, I Agent's Name: James Pedrick

Business Phone: 213 337 4356 Policy Number: CNA7503824 Policy Type: Liability

Address: 171 Madison Ave, Suite 401 NYC NY 10016

(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.**

## LIQUOR LIABILITY INSURANCE

**REQUIRED:** This insurance coverage is required if you are planning to sell alcoholic beverages at your event or facilities rental.

Name of Insurance Company: \_\_\_\_\_ Agent's Name: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_

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


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): MATTHEW DEWDNEY Title: Junior Production Manager

 Date: 08/17/2023  
(Signature of Applicant / Sponsoring Organization) (Signature of Professional Event Organizer)



**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

Date (MM/DD/YY)

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

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

<b>PRODUCER</b> Aon/Albert G. Ruben Co. of NY, Inc. 171 Madison Avenue, Suite 401 New York, NY 10016	<b>Contact Name:</b>	James Pedrick	Jesse Brown
	<b>Phone:</b>	212-337-4356	212-463-5587
<b>INSURED</b> Raw Television Ltd 13-21 Curtain Road, 3rd Floor London, Non US State EC2A 3LT	<b>Insurer's Affording Coverage</b>		<b>NAIC #</b>
	INSURER A: Great Divide Insurance Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>			CNA7503824	05/01/23	05/01/24	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	X					PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$1,000,000
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						MEDICAL EXPENSE	Excluded
A	<b>AUTO LIABILITY</b>			CNA7503824	05/01/23	05/01/24	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY			*AUTO PHYSICAL DAMAGE DEDUCTIBLE: \$2,500			PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> AUTO PHYS. DAM. **						AUTO PHYSICAL DAMAGE	\$1,000,000
A	<input checked="" type="checkbox"/> Umbrella Liab			CUA7503825	05/01/23	05/01/24	EACH OCCURRENCE	\$5,000,000
	Excess Liab						AGGREGATE	\$5,000,000
	DEDUCTIBLE							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC Statutory Limits	Other
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			NOT COVERED HEREUNDER			E.L. Each Accident	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					E.L. Disease - EA Employee	\$
		N/A					E.L. Disease - Policy Limit	\$

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

Discovery Communications - Discovery Channel - Gold Rush: United States of Gold

Certificate Holder is Additional Insured (by "Blanket" Endorsement) under General/Auto Liability but only with regard to claims arising from the negligence of Named Insured and as required by written contract. Certificate Holder is Loss Payee with regard to Production Package. All coverage is subject to terms and conditions of policies of insurance. This Certificate does not amend, extend or alter the coverage afforded by the policies above.

**CERTIFICATE HOLDER**

City of Deadwood, Finance Office,  
102 Sherman Street, Deadwood, SD 57732

**Cancellation**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon/Albert G. Ruben Insurance Services, Inc.

ACORD 25 (2016/03)

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Return Completed Form To:  
Parking and Transportation  
108 Sherman Street  
Deadwood, SD 57732



Questions Contact:  
Justin Lux  
(605) 578-2082 or  
justin@cityofdeadwood.com

## APPLICATION FOR A DRONE PERMIT

Applicant: Matthew Dewdney Telephone: +447906546242

Remote Pilot Certificate # 2120-0021

Address: 13-21 Curtain Road City: London ST: UK Zip: EC2A3LT

Email Address: matthew.dewdney@raw.co.uk

I am aware of the City of Deadwood Drone Ordinance by: \_\_\_\_\_ (Name of company owner/operator)

### Drone Liability Insurance

Insurance Provider (Name of Business) AON

Policy Number: CNA7503824 Expiration Date: 05/01/2024

### Drone Mission Information

Date: 22nd August Duration: 2x 20mins

Location(s): Deadwood, SD

Nature or Purpose: Filming establishing shots of Deadwood to show the location we are filming in

I CERTIFY UNDER PENALTY OF PERJURY THAT THE STATEMENTS I HAVE MADE ON THIS FORM ARE, TO THE BEST OF MY KNOWLEDGE, TRUE AND CORRECT.

Remote Pilot Signature: Nigel Dupont Date: 08/17/2023

CUT HERE \_\_\_\_\_

Upon review of the applicant information provided to the City of Deadwood in regards to the operation of a remote control Drone within the City limits of Deadwood. The application to operate a drone within the city limits of Deadwood has been APPROVED / DENIED. This permit is valid for 8/22/23 dates at N/A location.

Authorized by: \_\_\_\_\_ Date: 8/18/23

8/31/2025

 U.S. Department of Transportation <b>Federal Aviation Administration</b>		<b>Remote Pilot Certificate and/or Rating Application</b>	
<b>I. APPLICATION INFORMATION</b> (Mark 'X' in all the blocks applicable to the certificate or rating for which you are applying).			
<b>Ratings</b>		<b>Other Information/Requests</b>	
<input checked="" type="checkbox"/> Small Unmanned Aircraft System		<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Recurrent <input type="checkbox"/> Other specify:	
<b>A. Name</b> (Last, First, Middle) DUPONT, NIGEL THOMAS LEE		<b>B. SSN</b> (US Only) NONE	<b>C. Date of Birth</b> 7/10/1967
<b>D. Place of Birth</b> (City and State) or (City and Country) LONDON UNITED KINGDOM			
<b>E1. Residential Address</b> (include City, State, Zip Code & Country) 6 HOCKERIDGE VIEW OAKWOOD, BERKHAMSTED HERTFORDSHIRE HP4 3NB UNITED KINGDOM		<b>E2. Mailing Address</b> (This address will be printed on the permanent airman certificate, if different than block E1)	
		<b>F. Citizenship / Nationality</b> <input type="checkbox"/> USA <input checked="" type="checkbox"/> Other UNITED KINGDOM	
		<b>G. Sex</b> <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	
		<b>H. Height</b> (inches) 73	<b>I. Weight</b> (pounds) 206
		<b>J. Hair Color</b> GRAY	<b>K. Eye Color</b> BROWN
<b>L. Do you read, speak, write, and understand the English language?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>L1. If you answered "No" to question "L", are you unable to read, speak, write, or understand the English language due to medical reasons?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, please explain:	
<b>M. Do you hold, or have you ever held an FAA certificate?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>M1. Grade of Certificate</b>	
		<b>M2. Certificate Number</b>	<b>M3. Date Issued</b>
<b>M4. If you hold a Pilot Certificate, have you accomplished a flight review in accordance with §61.56?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>M5. Date of Last §61.56 Flight Review or equivalent</b>	
<b>N. Have you ever been convicted for violation of any Federal or State statutes relating to narcotic drugs, marijuana, or depressant or stimulant drugs or substances?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Date of Final Conviction:    If you answered Yes, please explain:			
<b>O. Have you ever been denied a remote pilot certificate for any reason?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If yes, please explain:			
<b>P. Do you have reason to know that you have a physical or mental condition that would interfere with the safe operation of a small unmanned aircraft system?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>II. CERTIFICATE OR RATING APPLIED FOR ON BASIS OF:</b>			
<input checked="" type="checkbox"/> A. Completion of Knowledge Test (attach knowledge test results with application)			
<input type="checkbox"/> B. Completion of Training Course (attach training course completion certificate with application)			
<b>III. APPLICANT'S CERTIFICATION:</b> I certify that all statements and answers provided by me on this application form are complete and true to the best of my knowledge and I agree that they are to be considered as part of the basis for issuance of any FAA certificate to me. I have received the Pilot's Bill of Rights Written Notification of Investigation that accompanies this form and have read and understand the Privacy Act statement that also accompanies this form.			
Signature of Applicant NIGEL THOMAS LEE DUPONT E-SIGN (SELF CERTIFIED)			Date 05/07/2023 07:42:49 PM

<b>Submitting Official's Report</b>				
<input type="checkbox"/> I have personally reviewed this application and I certify that the individual meets the applicable requirements of 14 CFR Part 107 for the certificate or rating sought.				
<input type="checkbox"/> I have personally verified the applicant's identification.				
<input type="checkbox"/> I have personally delivered the Written Notification under the Pilot's Bill of Rights to the applicant.				
Applicant meets FAA Aviation English Language Proficiency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
<input checked="" type="checkbox"/> Application Accepted <input checked="" type="checkbox"/> Temporary Certificate Issued <input type="checkbox"/> Application Rejected specify:				
<b>Designated Examiner or Airman Certification Representative Signature</b>				
Date	Examiner's Signature	Certificate Number	Designation Number	Designation Expires
<b>Aviation Safety Inspector or Technician Signature</b>				
Date	Inspector's Signature	Certificate Number	FAA Office Code	
<b>Authorized Instructor Signature</b>				
Date	Instructor's Signature	Certificate Number	Certificate Expires	
<b>Attachments:</b>		<b>Airman's Identification(ID)</b> (US Driver's License or passport recommended)		
<input checked="" type="checkbox"/> Knowledge Test Report		Form of ID PASSPORT UNITED KINGDOM		
<input type="checkbox"/> Training Course Completion Certificate		ID Number 554073262		
<input checked="" type="checkbox"/> Temporary Certificate		Expiration Date 12/24/2028		
<input type="checkbox"/> Other specify:		Telephone Number +44 7973 136715		
		Remarks		
		<b>Applicant Information</b>		
		Name DUPONT, NIGEL THOMAS LEE		
		Date of Birth 7/10/1967		
		Certificate Number PENDING		
		E-mail Address NIGELDUPONT@ME.COM		



Department of Transportation  
Federal Aviation Administration

## Airman Certificate and/or Rating Application

### ADDITIONAL ADDRESS INFORMATION

Name (Last, First, Middle) DUPONT, NIGEL THOMAS LEE  
Social Security Number NONE  
Certificate Number PENDING  
Date Issued 5/7/2023

**Residential Address:****Mailing Address:**

Applicant requests the certificate be  
SPECIAL MAILED to:

6 HOCKERIDGE VIEW  
OAKWOOD, BERKHAMSTED  
HERTFORDSHIRE HP4 3NB UNITED  
KINGDOM

**Map or Directions to Physical Residential Address:****Comments:**

## Small UAS Certificate of Registration

Registered Owner: Nigel Dupont

UAS Manufacturer: DJI

UAS Model: Mavic 3 Cine

Serial Number: 1581F4QZB21B72AE00H9

Registration Number: FA33XAXPP4

Issued: 05/07/2023

Expires: 05/07/2026



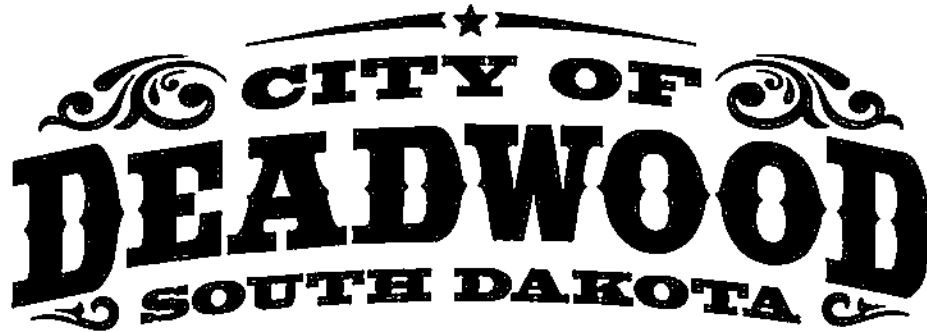
*This Small UAS Certificate of Registration is not an authorization to conduct flight operations with an unmanned aircraft. Operations must be conducted in accordance with applicable FAA requirements. The operator of the aircraft is responsible for knowing and understanding what those requirements are. For more information on flying requirements, please visit the FAA website at [www.faa.gov/uas](http://www.faa.gov/uas).*

*For U.S. citizens, permanent residents, and certain non-citizen U.S. corporations, this document constitutes a Certificate of Registration. For all others, this document represents a recognition of ownership.*

*Operators of unmanned aircraft must ensure they comply with the appropriate safety authority from the FAA and economic authority from the DOT.*

i. UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION						iii. CERTIFICATE NO. PENDING	
ii. <b>TEMPORARY AIRMAN CERTIFICATE</b>							
THIS CERTIFIES THAT		iv. NIGEL THOMAS LEE DUPONT v. 6 HOCKERIDGE VIEW OAKWOOD, BERKHAMSTED HERTFORDSHIRE HP4 3NB UNITED KINGDOM					
DATE OF BIRTH	HEIGHT	WEIGHT	HAIR	EYES	SEX	vi. NATIONALITY	
7/10/1967	73 IN.	206	GRAY	BROWN	M	UNITED KINGDOM	
ix. has been found to be properly qualified and is hereby authorized in accordance with the conditions of issuance on the reverse of this certificate to exercise the privileges of <b>REMOTE PILOT</b>							
RATINGS AND LIMITATIONS xii. SMALL UNMANNED AIRCRAFT SYSTEM							
xiii.							
THIS IS <input checked="" type="checkbox"/> AN ORIGINAL ISSUANCE <input type="checkbox"/> A REISSUANCE OF THIS GRADE OF CERTIFICATE				DATE OF SUPERSEDED AIRMAN CERTIFICATE			
BY DIRECTION OF THE ADMINISTRATOR						EXAMINER'S DESIGNATION NO. OR INSPECTOR'S REG. NO.	
x. DATE OF ISSUANCE		xi. SIGNATURE OF EXAMINER OR INSPECTOR MANAGER, AIRMEN CERTIFICATION BR IACRA E-SIGNED APPLICATION				DATE DESIGNATION EXPIRES	
05/07/2023 07:42:49 PM							
FAA Form 8060-4 (8-79) USE PREVIOUS EDITION Application Number: 3759011 IACRA Equivalent							
<b><u>XIV. CONDITIONS OF ISSUANCE</u></b>							
This is an interim certificate issued subject to the approval of the Federal Aviation Administration pending the issuance of a certificate of greater duration. It becomes void –							
1. Upon the receipt of a certificate of greater duration to replace it;							
2. Upon a finding by the FAA that an error has been made in its issuance;							
3. Upon a finding by the FAA that it was issued illegally or as the result of fraud or mis-representation;							
4. Upon the refusal or failure by the holder to accomplish a flight check by a Flight Standards Inspector if so requested; and							
5. In any case, at the expiration of 120 days from date of issuance.							





## Event Complex Rental and Use Agreement

**Event:** DVG AMERICA MIDWEST REGIONAL CHAMPIONSHIP

**Date:** 9/30/2023 -10/1/2023

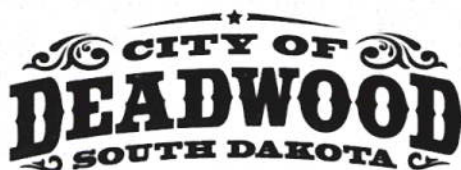
The City of Deadwood has contracted with the Deadwood Chamber of Commerce and Visitors Bureau for the management and coordination of the Deadwood Event Complex. As an applicant for rental and use of any portion of the Deadwood Event Complex, you are required to contact the Chamber for coordination and 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

# Table of Contents

Topic	Page
Table of Contents .....	2
Rental and Use Agreement	
• Contact information .....	3-4
• Rental & Deposit Fee Schedule .....	5
• Rental Rules and Regulations .....	6-7
Insurance and Liability Overview .....	8
• Facilities Use Agreement Indemnification and Insurance Clause .....	9
• Event Sponsor Release and Indemnification Agreement .....	10-11
• Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment .....	12
• Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment for Minor(s) .....	13
Building Rental Rules .....	14
Event Complex Parking Requirements .....	15
Responsibilities to and of Concessionaire .....	16
Acknowledgement of Deadwood Codified Ordinances	
• Alcohol Policy .....	17
• Liquor Liability Insurance .....	18
• General Business within the Complex .....	19
• Signs and Banners .....	20
City Services and Equipment .....	21-22
References .....	23





Outdoor Event Complex  
Deadwood, SD 57732

## Deadwood Event Complex Rental and Use Agreement

Event Name: DVG AMERICA MIDWEST REGIONAL CHAMPIONSHIP

**Contact Information:**

Name of Applicant: KATHY DOLAN

Business/Organization: WOLFPACK WORKING DOGS

Mailing Address: 108 CYANIDE ST

City, State Zip: LEAD SD 57754

Business Phone: 605-206-0384 Cell Phone: \_\_\_\_\_

Email Address: WOLFPACKWORKINGDOGS@GMAIL.COM

**Dates Event Complex requested:**

Set up Date(s): 09/29/2023 Hour(s): 5 PM-9 PM

Event Date(s): 09/30/2023 - 10/1/2023 Hour(s): 10 AM - 4 PM

Clean-up Date(s): 10/1/2023 Hour(s): 4 PM -8 PM

Approximate number of people who will attend: 50

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

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

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

## Deadwood Event Complex Rental and Use Agreement

Event Name: DVG AMERICA MIDWEST REGIONAL CHAMPIONSHIP

### Compliance with Deadwood City Ordinances:

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

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

### Additional contacts:

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

Name: \_\_\_\_\_ 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	Baseball Fields
Private	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
Non-Profit	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
For Profit	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	500 / Day	\$500 / 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 or facility use fee to each ticket sold in lieu of any rental fee above. The City of Deadwood has a ticket surcharge of \$2.00, which is set and amended by resolution. **The City Of Deadwood reserves the right to apply the rental Fee regardless of any application for the use of the ticket surcharge in lieu of rental fees.**

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

**Damage Deposit (Refundable):** \$1250 minimum (no alcohol) or \$2,500 minimum (serving alcohol), which includes a \$250 non-refundable administrative fee.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

## Fees

Event Complex Facilities \$ \_\_\_\_\_  
 Baseball Fields \$ \_\_\_\_\_  
 Parking Lots \$ \_\_\_\_\_  
 Cleaning \$ \_\_\_\_\_  
**Total Fees** \$ \_\_\_\_\_

## Refundable Deposits

**Key Deposit** \$ \_\_\_\_\_  
**Damage Deposit** \$ \_\_\_\_\_  
**Total Deposits** \$ \_\_\_\_\_

**Please write separate checks to the City of Deadwood (one check for event and one check for deposits)**

Organization: WOLFPACK WORKING DOGS

Name: KATHY DOLAN

Title: PRESIDENT

Signature: Kathy Dolan

Date: 8/23/23

## For Office Use Only:

Date Fees Received \_\_\_\_\_

Total(s): \_\_\_\_\_

City Representative: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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



## 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 KO
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 10 days of the event. The user will be billed for any amount that exceeds the damage/cleaning deposit.  
Initials KO
3. The user agrees to leave the building and grounds in as good or better condition at the end of the event. Any additional clean-up required after the event will be billed to the user at a rate of \$100.00 per hour per person required to perform the work.  
Initials KO
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 KO
5. The user is responsible for trash dumpster(s), the removal of the trash, and all costs associated with trash generated from the event. Dumpsters shall be placed in locations approved by the Public Works Director.  
Initials KO
6. I understand and agree: (Please Check Box for your Acknowledgement)
  - ☒ A 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.
  - ☒ A 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, a 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.

- ☐ A 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.
- ☐ A person in charge will assure that all garbage is placed in containers for the event.
- ☐ The event representative 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.
- ☐ The Exit doors must be unlocked and cannot be blocked during the event.
- ☐ Unless otherwise specified by the City Commission, all events must end by 10:00 p.m. Sunday – Thursday and 11:00 p.m. Friday – Saturday. Any event permitted may be required to have security present.
- ☐ Noise that may cause inconvenience, annoyance or alarm to others is not permitted. Any event that generates excessive noise must take place between the hours of 7:00 a.m. – 10:00 p.m. only and must comply with Noise Regulations found in the City of Deadwood Codified Ordinance.
- ☐ In case of an emergency, such as a fire, dial 911. In the case of a non-emergency, the Deadwood Police Department number is (605) 578-2623 and the Deadwood Fire Department number is (605) 578-1212.
- ☐ In case of issues related to the Event Complex during off business hours such as electrical problems, wastewater issues, lighting problems, property related issues, etc. contact Lawrence County Dispatch at (605) 578-2230. The proper authority will be dispatched to remedy the problem. If the problem occurs during business hours (7am-4pm M-F) contact the Deadwood Public Works Department at (605) 578-3082.

Initials JD

## 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 restrooms after the event (if used).
- ☐ Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

Initials JD

Organization: WOLFPACK WORKING DOGS

Name: KATHY DOLAN Title: PRESIDENT

Signature: Kathy Dolan Date: 8/23/23

## 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) 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: WOLFPACK WORKING DOGS

Name: KATHY DOLAN

Title: PRESIDENT

Signature: Kathy Dolan

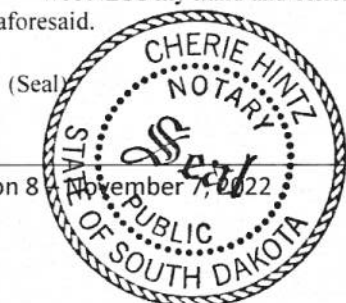
Date: 8/23/23

STATE OF South Dakota ACKNOWLEDGEMENT INDIVIDUAL

COUNTY OF Lawrence SS.

On this 23 day of AUGUST, 2023 before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came KATHY J DOLAN, personally known to me to be the person whose name is affixed to the above instrument and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal at \_\_\_\_\_ in said county and state, the date aforesaid.



Cherie Hintz  
Notary Public  
My Commission Expires: MARCH 3, 2029

## 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):

**DVG AMERICA MIDWEST REGIONAL CHAMPIONSHIP**

**IGP TRIAL**

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 or damage to us and/or third parties. We further acknowledge that such risks may include but may not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

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Initials PD

- 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 Safety Director for determination: 578-2082
- Participant Release and Indemnification required? YES X NO \_\_\_\_\_

Initials PD

- 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 PD

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks 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 PD



- 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 KD

- 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 or 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 KD

- G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said agreement extends to all acts, omissions, 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 KD

- 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 KD

- 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 fully discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

Initials KD

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: WOLFPACK WORKING DOGS

Name: KATHY DOLAN

Title: PRESIDENT

Signature: Kathy Dolan

Date: 8/23/23

## 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

**DVG AMERICA REGIONAL CHAMPIONSHIP**

**IGP TRIAL**

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: KATHY DOLAN Date of Birth: 09/13/1966

Address: 108 CYANIDE ST  
LEAD SD 57754

Signature: Kathy Dolan Date: 8/23/23

## 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 in

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.
- 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
  - Empty trash in building & dispose of in receptacles outside
  - Sweep and mop restrooms & wipe down all counter-tops, sinks, toilets
  - 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: **WOLFPACK WORKING DOGS**

Name: **KATHY DOLAN**

Title: **PRESIDENT**

Signature: *Kathy Dolan*

Date: **8/23/23**

## 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.

I have read and understand these rules.

Organization: WOLFPACK WORKING DOGS

Name: KATHY DOLAN

Title: PRESIDENT

Signature: Kathy Dolan

Date: 8/23/23



### Responsibilities to and of the Concessionaire

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

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

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

Organization: WOLFPACK WORKING DOGS

Name: KATHY DOLAN

Title: PRESIDENT

Signature: Kathy Dolan

Date: 8/23/23



## Alcohol Policy for Facility Rentals

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

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

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

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

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

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

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

Organization: WOLFPACK WORKING DOGS

Name: KATHY DOLAN Title: PRESIDENT

Signature: Kathy Dolan 8/23/23

Dates/Times Alcohol will be served: N/A

Business name who will be serving: N/A

## Liquor Liability Insurance

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

Name of Insurance Company: N/A

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.

**For Office Use Only:**

Date Fees Received: \_\_\_\_\_

City Representative: \_\_\_\_\_ Title: \_\_\_\_\_

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



## 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 KD

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

Initials KD

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 KD

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 KD

Organization: WOLFPACK WORKING DOGS

Name: KATHY DOLAN

Title: PRESIDENT

Signature: Kathy Dolan

Date: 8/23/23

### For Office Use Only:

Sales Tax Number (If Applicable): \_\_\_\_\_

Date Fees Received: \_\_\_\_\_ Total(s): \_\_\_\_\_

City Representative: \_\_\_\_\_ 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 \$100.00 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 very 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: WOLFPACK WORKING DOGS

Name: KATHY DOLAN

Title: PRESIDENT

Signature: Kathy Dolan

Date: 8/23/23

## City of Deadwood Equipment and Services

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

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- B. If the City provides services, equipment, or personnel in support of an event, the City will, charge the event organizer a cost determined by the Department Head in supervision of the services provided. The cost for use of equipment, personnel, and services is determined prior to submittal of application; additional services requested during the event will incur addition costs. ONLY the Department Head in supervision of the services provided shall approve additional services requested! Additional costs if applicable shall be mutually agreed upon prior to service and paid for prior to the service provided.
- C. Prior to submittal of this application, the applicant must meet with the proper City Department Head to determine costs and availability of services requested. A letter from the appropriate City Department stating the total costs and services available shall be submitted with the application along with payment for the services with the entire application.
- D. 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.
- Restrooms – Restrooms are available for events however, the cleaning of the restrooms is the responsibility of the event organizer. In addition, if the existing facilities are not adequate for the projected number of patrons' additional facilities are the responsibility of the renter.

**Police Department**

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

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

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

**Arena prep work including:**

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

**General Event Complex Services:**

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

**Equipment/Machinery with a City Employee Operator ONLY:**

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

**Police Department**

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

**Fire Department**

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



## Renter Reference Sheet

Renter/Organization Name: **WOLFPACK WORKING DOGS**

### Requirements (If first time renter):

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

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

1) Name: \_\_\_\_\_ 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 attached hereto, and incorporated herein by this reference. I fully understand my rights and obligations in connection with use of the Deadwood Event Complex.

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

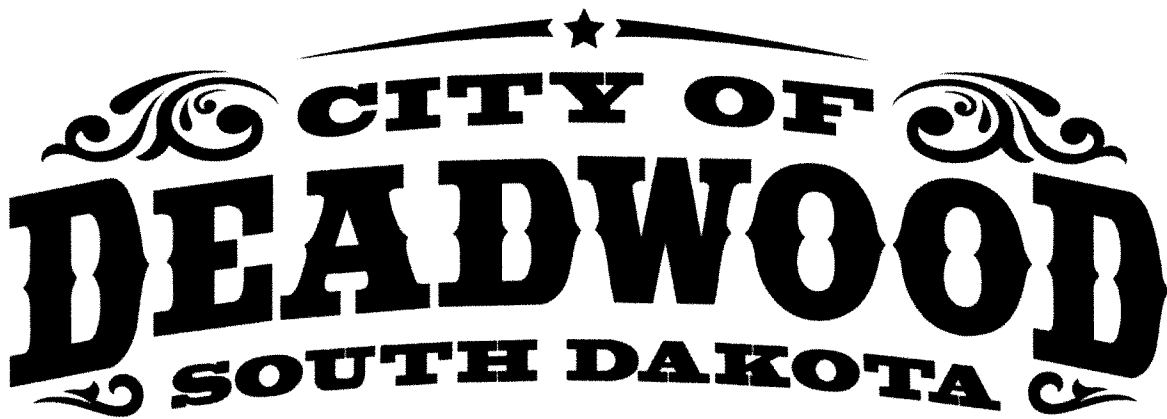
Organization: **WOLFPACK WORKING DOGS**

Name: **KATHY DOLAN** Title: **PRESIDENT**

Signature: Kathy Dolan Date: 8/23/23

Daytime Phone Number: **605-206-0384**

Date of your Event(s): **9/30/2023-10/1/2023** Group/Event Name: **DVG AMERICA MIDWEST REGIONAL CHAMPIONSHIP**



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

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## **Instructions:**

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

Adopted June 1, 2023

## EVENT INFORMATION

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

Event Title: LDHS Homecoming Parade

Event Date(s): October 6, 2023 Total Anticipated Attendance: 800  
 (month, day, year)

(# of Participants 30 Floats # of Spectators 800-1000 )

Actual Event Hours: (from: 2:00 pm AM / PM (to): 3:00 pm AM / PM

Location / Staging Area: Ferguson Football Field

Set up/assembly/construction 10-6-2023 Start time: 1:00 pm AM / PM

Please describe the scope of your setup / assembly work (specific details):  
Floats will pull into a line around the field on the road.

Dismantle Date: 10-6-2023 Completion time: 2:15 pm 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: 10-6-2023 2:00 pm. Highway 14A to main street and then up Main Street. Band will gather at Deadwood Visitor Center and pull into parade.

- Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street.
- Any request involving 25-50 motor vehicles (not including motorcycles) - will park on the north side of Main Street, which will not require street closure.
- Any request involving 50 or more vehicles (which would require an entire street closure From Wall Street to Shine Street and security must be provided at Shine Street and Main Street and Wall Street and Main Street to direct traffic.
- Additional security maybe 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 June 1, 2023

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**☐ Commercial (for profit)☒ Noncommercial (nonprofit)Sponsoring Organization: LDHS Student CouncilChief Officer of Organization (NAME): Gary LinnApplicant (NAME): Gary Linn Business Phone: (605) 717-3899Address: 132 E. Illinois Street Spearfish SD 57783

(city)

(state)

(zip code)

Daytime phone: (605) 717-3899 Evening Phone: ( ) Fax #: (605) 717-2815

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: 132 E. Illinois Street Spearfish SD 57783

(city)

(state)

(zip code)

Contact person "on site" day of event or facility use Gary Linn Pager/Cell #: 605-580-1541**(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): \_\_\_\_\_

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

Adopted June 1, 2023



## 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:

**During parade all side streets will need to be closed.**

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

NO

YES

☒

9

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.

☒

7

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.

☒

1

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

Adopted June 1, 2023

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

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

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

Please describe how food will be served at the event: \_\_\_\_\_

\_\_\_\_\_

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

☐ GAS

☐ ELECTRIC

☐ CHARCOAL

☐ OTHER(SPECIFY): \_\_\_\_\_

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

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

\_\_\_\_\_

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: GL

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: GL

Adopted June 1, 2023

## 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: Gary Linn

PHONE: 605-717-3899

Adopted June 1, 2023

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: EMC HUB

Agent's Name: Chris Roberts

Business Phone: (605) 578-3456 Policy Number: 6A21857 Policy Type: Property Liability

Address: 132 E. Illinois Street Spearfish SD 57783

(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): Gary Linn

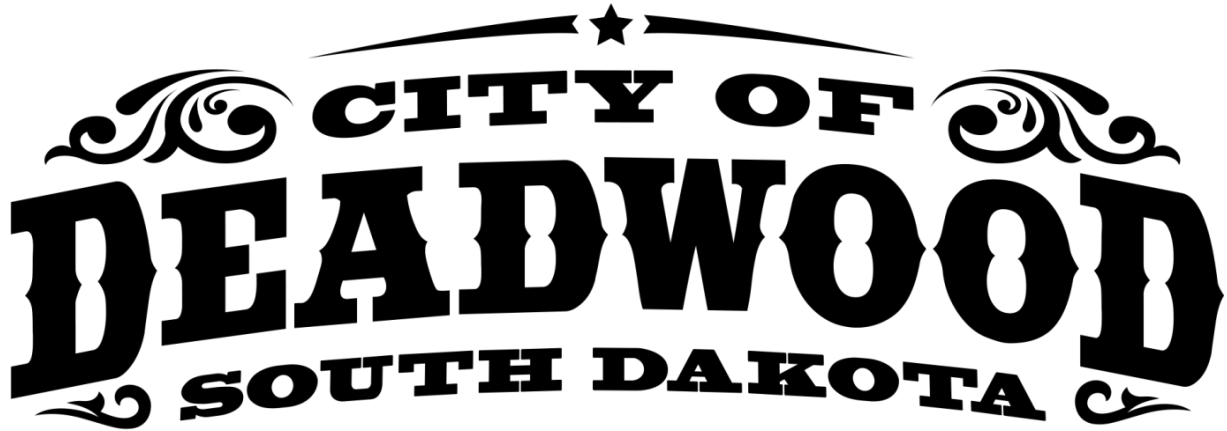
Title: K-12 Librarian/Student Co

Gary Linn

Date: 8-25-2023

(Signature of Applicant/Sponsoring Organization)

Adopted June 1, 2023



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

**Jerry Pontius 60th year volunteering with Fire Department**

**Instructions:**

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

## EVENT INFORMATION

**Type of Event:**

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

Event Title: Jerry Pontius 60th year volunteering with Fire Department

Event Date(s): October 7, 2023    Total Anticipated Attendance: 100  
 (month, day, year)

(# of Participants    # of Spectators)

Actual Event Hours: (from): 2:00pm AM / PM (to): 4:00pm AM / PM

Deadwood Volunteer Fire Hall

Location / Staging Area: \_\_\_\_\_

Set up/assembly/construction Date: October 7, 2023 Start Time: 1:45pm AM / PM

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

Assembly of Fire Trucks for Parade

Dismantle Date: October 7, 2023 Completion time: 2:15pm AM / PM

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

Main Street from Armory St to Lower Main/Pioneer Way.

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

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit)    ☒ Noncommercial (nonprofit)

Deadwood Volunteer Fire Department

Sponsoring Organization: \_\_\_\_\_

Alex L. Hamann

Chief Officer of Organization (NAME): \_\_\_\_\_

Applicant (NAME): Alex L. Hamann Business Phone: (605) 578-1212

Address: 737 Main Street    Deadwood    SD    57732  
 (city)    (state)    (zip code)

Daytime phone: (605) 578-1212 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 \_\_\_\_\_ Pager/Cell #: \_\_\_\_\_

**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING**

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

There will be a rolling Parade with different kinds of Fire Apparatus(Emergency Vehicles), starting at the Deadwood Fire Hall going down Main Street and ending at the Welcome Center. Since the vehicles in the Parade are Emergency Vehicle limited assisted will be needed to block streets on Main Street. After Parade there will be a reception at the Deadwood Fire Hall. Requesting closure of the Qwest parking lot.



## OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

**NO** **YES**  
☒ ☐ Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.

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

**NO** **YES**  
☐ ☒ Does this event involve a moving route of any kind along streets, sidewalks or highways? If **YES** attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.

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

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.
- Food Concession and / or Food Preparation Area(s).  
Please describe how food will be served at the event:

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

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (specify):

- First Aid Facilities and Ambulance locations.
- Tables and Chairs.
- Fencing, Barriers and / or Barricades.
- Generator Locations and / or Source of Electricity.
- Canopies or Tent Locations.
- Booths, Exhibits, Displays or Enclosures.
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
- Vehicles and / or Trailers.
- Trash Containers and Dumpsters.

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



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: ALH

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: ALH

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

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

N/A

### ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

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

Type of Music: \_\_\_\_\_

- ☒ ☐ Will **sound amplification** be used?  
If **YES**, please indicate: Start Time: \_\_\_\_\_ AM / PM – Finish Time: \_\_\_\_\_ AM / PM

- ☒ ☐ Will **sound checks** be conducted prior to the event?  
If **YES**, please indicate: Start Time: \_\_\_\_\_ AM / PM – Finish Time: \_\_\_\_\_ AM / PM

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

- ☒ ☐ Will any fireworks, rockets or other pyrotechnics be used? If **YES**, please attach a copy of your permit (issued by the State Fire Marshall's office) to this application.
- ☒ ☐ Will any signs, banners, decorations or special lighting be used? If **YES**, please describe:

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

☐
☒

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

☒
☐

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

☐
☒

Applicant acknowledges and agrees to allow the City to publish the Contact Person and media referral telephone numbers on the internet in conjunction with the Calendar of Upcoming Events in the City of Deadwood. If you have a home page and want us to link with our Calendar, please provide the Internet address for your homepage:

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

NAME: Sandy Glover PHONE: 605-578-1212

## INSURANCE REQUIREMENTS

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

Name of Insurance Company: City of Deadwood Agent's Name: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_

Address: 102 Sherman Street Deadwood SD 57732  
(city) (state) (zip code)

For final permit approval, you will need commercial general liability insurance that names "the City of Deadwood, its officers, employees and agents" as an additional insured. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact the Finance Office at (605) 578-2600 – Fax # (605) 578-2084.

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

