

# **Event Committee Meeting Meeting Agenda**

March 27, 2025

#### 1. ROLL CALL

#### 2. APPROVAL OF MINUTES

a. Approval of February 27, 2025 minutes

#### 3. OLD BUSINESS

- a. Recap of March Events: Mardi Gras, St. Patrick's Day.
- b. Kool Deadwood Nites August 22-24, 2025.
- c. Mustang Rally August 28, 2025.

#### 4. **NEW BUSINESS**

- <u>a.</u> Lead Deadwood Youth Soccer March 29 May 30, 2025.
- b. Deadwood Lead 76ers Swim Team Practice Amend through August 9.
- c. Use agreement with SD Dept of Public Safety, Wildland Fire Division.
- <u>d.</u> Event Complex Application Update. Adding disclaimer and Ferguson Field.
- e. Community Concert June 17, 2025.
- <u>f.</u> Deadwood Friday Farmers Market
- g. Bev's Poker Run June 25, 2025.
- h. Mr. Wu's Wong Weekend June 26-28, 2025
- i. Park West Jacobs Gallery Concert June 28, 2025.
- j. Freedom Weekend Concert July 5, 2025.
- k. Black Hills Shoot Out/AAU Wrestling July 19, 2025.
- Legends Ride August 4, 2025
- m. Rusty Wallace Ride August 8, 2025
- n. Jeep Jamboree September 18-20, 2025.
- o. Parts Unlimited Dealer Ride October 11-15, 2025.

#### REFUNDS

a. Snocross - January 24-25, 2025 - \$2350.00.

#### 6. UPCOMING EVENTS

a. Forks Corks and Kegs - April 11-12 - open container in zone 1 and 2.

### 7. **OPEN DISCUSSION**

## 8. **MEETING ADJOURNMENT**

a. Next meeting will be Thursday, April 24, 2025 at 10:00 a.m.

#### CITY OF DEADWOOD EVENT COMMITTEE

#### **Roll Call:**

The City of Deadwood Event Committee met Thursday February 27, 2025 in the Century Room in City Hall. Sharon Martinisko called the meeting to order at 10:00 a.m. Present were Sharon Martinisko, Randy Adler, Jesse Allen, Joel Ellis, Jim Lee, Bobby Rock, Rose Speirs, Lornie Stalder, Charlie Struble-Mook and Misty Trewhella.

Absent were Michelle Fischer, Tom Riley and Cory Shafer.

Also present was Frank Lawton and members from the Sturgis Mustang Rally.

#### **Approval Of Minutes:**

Minutes of the meeting on January 30, 2025, were approved by Mrs. Struble-Mook, second by Mrs. Speirs; motion carried unanimously.

#### **Old Business:**

#### 1. Recap of November Events:

**Community Gathering** Mr. Adler said event went well and no complaints. **Mardi Gras** Mr. Allen spoke about the event, which will be held this weekend.

#### **New Business:**

#### 1. Forks Corks and Kegs – April 11-12, 2025.

Mr. Allen spoke about the event, requesting open container in zone 1 and 2. Parking and Transportation Director Mr. Lux stated Parking and Transportation approved free trolley rides for participants. Mr. Rock moved to approve and recommend to city commission, seconded by Mrs. Speirs; motion carried unanimously.

#### 2. Hops and Hogs – May 16-17, 2025

Mr. Allen spoke about the event, requesting open container in zone 1 and 2. Mrs. Charlie-Mook moved to approve and recommend to city commission, seconded by Mr. Adler; motion carried unanimously.

#### 3. PBR – June 6-7, 2025

Mr. Allen spoke about the event, requesting open container, use of Event Complex and fireworks display. Mrs. Libby, Libby Productions, was available to answer questions via zoom. Discussion was held concerning additional set-up and tear down fees. Mr. Stalder moved to approve without waiving the additional set-up/tear down fee and recommend to city commission, seconded by Mrs. Struble-Mook; motion carried unanimously.

#### 4. Summer Vendor & Pop Up Market – June 6-7, 2025

Mr. Rock spoke about the event, requesting street closure. Mr. Adler moved to approve and recommend to city commission, seconded by Mrs. Struble- Mook; motion carried unanimously.

#### 5. Wild Bill Days – June 13-14, 2025

Mr. Allen spoke about the event, requesting open container, street closure, use of Int. Lot, waive of banner and vending fees. Discussion was held concerning Main Street closure, deliveries, and pop-up vendors. Mr. Rock moved to approve and recommend to city commission, seconded by Mrs. Speirs; motion carried unanimously.

#### 6. The Big Mick – June 14, 2025

Ms. Trewhella stated reoccurring event, requesting use of Sherman Street. Mrs. Struble-Mook moved to approve and recommend to city commission, seconded by Mr. Rock; motion carried unanimously.

#### 7. NAJA Shrine Circus – June 21, 2025

Mr. Allen spoke about the event, requesting use of Event Complex. Discussion was held concerning security. Mrs. Speirs moved to approve pending proper security and recommend to city commission, seconded by Mrs. Struble-Mook; motion carried unanimously.

#### 8. Gary Puckett Concert – June 28, 2025

Mr. Rock spoke about the event, requesting open container and street closure. Mrs. Struble-Mook moved to approve and recommend to city commission, seconded by Mrs. Speirs; motion carried unanimously.

#### 9. July 4 Parade – July 4, 2025

Mr. Allen spoke about the event, requesting street closure. Mrs. Struble moved to approve and recommend to city commission, seconded by Mr. Rock; motion carried unanimously.

#### 10. Sturgis Bike Parking – July 27 – August 10, 2025

Mr. Allen spoke about the event, requesting parking on Main Street and closure of Int. Lot. Mr. Rock moved to approve and recommend to city commission, seconded by Mrs. Struble-Mook; motion carried unanimously.

#### 11. LD Youth Football and Cheer – August 1 – October 30, 2025

Mr. Lux spoke about the event. Discussion was held concerning use of baseball field restrooms. Mrs. Speirs moved to approve with Football and Cheer being responsible to clean the bathrooms, proof of insurance and pay \$250.00 deposit, and recommend to city commission, seconded by Mr. Rock; motion carried unanimously.

#### 12. Kool Deadwood Nites – August 22-24, 2025

Mr. Allen spoke about the event, requesting use of Event Complex and use of Ferguson Field restrooms. Mr. Rock moved to approve and recommend to city commission, seconded by Mrs. Struble-Mook; motion carried unanimously.

Mr. Allen spoke about the event, requesting use of open container, street closures, use of Int. Lot, use of Welcome Cener, waiver of banner and vending fees and Main Street Parking. Discussion was held concerning use of Int. Lot for Tents. Mrs. Speirs moved to continue, seconded by Mrs. Struble-Mook; motion carried unanimously.

#### **13.** Mustang Rally – August **28**, 2025

Mr. Allen spoke about the event, requesting Main Street parking and street closure. Mr. Allen recused himself due to his involvement with Deadwood Alive. Mrs. Martinisko spoke about the conflict with Deadwood Stagecoach. Mrs. Struble-Mook spoke about the meeting from last year and this year's times were going to be addressed. Mr. Lawton, Mustang Rally, addressed the concerns. Mr. Rock spoke about the revenue for Deadwood Alive and asked if times could be adjusted to 2:00 p.m.to 5:00 p.m. Discussion was held concerning events with Mustang Rally in other towns, stagecoach operating on different days and lost revenue. A meeting will be held between Mustang Rally, Deadwood Alive and Police to resolve and come back to the Event Committee. Mrs. Speirs moved to continue, seconded by Mrs. Struble-Mook; motion carried unanimously.

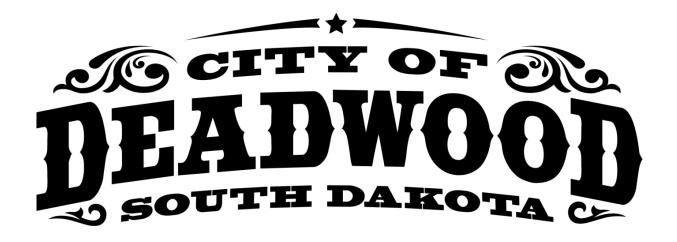
#### **Upcoming Events:**

- **1.** Mardi Gras February 28-March 1 open container, street closure, waive of banner fee.
- 2. St. Patrick's Day March 14-15 open container, main street closure, waiver of banner fee.

#### **Open Discussion:**

#### **Meeting Adjournment:**

With no further business for the committee to consider, Mr. Rock moved, second by Mr. Ader, to adjourn. The next Event Committee meeting will be **Thursday**, **March 27**, **2025** at **10:00** a.m.



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

Kool Deadwood Nights 2025

#### Instructions:

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

#### **EVENT INFORMATION**

☐ Run	☐ Walk	☐ Bike Tour	☐ Bike Race	☐ Parade	☐ Concert
☐ Street Fair	☐ Triathlon	□ Other			
Event Title: Kool Dea	dwood Nites 202	5			
Event Date(s): August		Total <i>i</i>	Anticipated Attend	lance:	
(	month, day, year)	(# of <u>Participa</u>	nts	# of <u>Spectator</u>	<u>s</u> )
Actual Event Hours: (fr	<sub>om:</sub> <u>10am</u>	А	M / PM (to): 10p	m	AM / PM
Location / Staging Area	a: Wall to Pine St.	Welcome Cent	er Parkinglot		
Set up/assembly/const	ruction Tuesday 8	/19	Start time: 6pr	n	AM / PM
Please describe the sco	ppe of your setup / a	ssembly work (sp	ecific details):		
Dismantle Date: Sund	ay August 24th	Comp	oletion time: 2am		_AM / PM
List any street(s) required and time of re-opening Deadwood to Pine 8/21-	g: Wall to Deadwood 8		Include <u>street nar</u>	<b>ne(s), day, date</b> a	nd <u>time</u> of closing
200000000000000000000000000000000000000	0,20 Opin 10pin				

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

#### **OPEN CONTAINER**

### https://www.cityofdeadwood.com/planning/page/special-event-open-containerinformation-and-maps

Date: Wed 8/20	Times: 5-10pm	Zone: <u>1-2</u>
Date: Thurs 8/21	Times: noon-10pm	Zone: 1-2
Date: Fri 8/22	Times: noon-10pm	Zone: 1-2
Date: Sat 8/23	Times: noon-10pm	Zone: 1-2
Date: Sun 8/24	Times: noon-10pm	Zone: 1-2

#### APPLICANT AND SPONSORING ORGANIZATION INFORMATION Commercial (for profit) Noncommercial (nonprofit) Sponsoring Organization: <u>Deadwood Chamber of Commerce</u> Chief Officer of Organization (NAME): Dory Hanson Applicant (NAME): Jesse Allen Business Phone: (605 Address: 501 Main St Deadwood SD 57732 (city) (state) (zip code) Daytime phone: (<sup>605</sup> Evening Phone: (605 ) 591-9171 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: (city) (state) (zip code) \_\_\_\_\_Pager/Cell #: 605-591-9171 Contact person "on site" day of event or facility use <u>Jesse Allen</u> (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 П purpose and provide amount(s): \_KDN Car Registration

# 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:

Attache	ed	
	OVE	RALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)
NO	YES	
		Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please proved your liquor liability insurance information to the last page of this application.
		Will Items or services be sold at the event? If <b>YES</b> , please describe:
		Does this event involve a moving route of any kind along streets, sidewalks, or highways? If <b>YES</b> , 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 <b>YES</b> , attach a detailed site map showing all street impacted by the event.

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

	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.
<b>&gt;</b>	Generator Locations and / or Source of Electricity.
	Canopies or Tent Locations.  Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:  10' by 10' Set up and take down
	Booths, Exhibits, Displays or Enclosures.
<b>&gt;</b>	Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
	Vehicles and / or Trailers.
<b>&gt;</b>	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:  Non Profit hired for clean up

# SAFETY / SECURITY / ACCESSIBILITY

Please	describe y	our procedures for both <b>Crowd (</b>	Control and Internal Sec	curity: Dadie	inus Security	
		our Accessibility Plan for access a City Departments on a safety plan	it your event by individu	uals with dis	abilities:	
		he applicant's responsibility to pplicable to this event.	comply with all City, C	ounty, Stat	e and Federa	l Disability Access
NO  Securit	YES  To organiz	Have you hired any Profession event? If <b>YES</b> , please list: Hation: Badlands Securtiy	onal Security organizati	on to handl	e security arra	angements for this
Securit	v Organiz	ation Address: 11089 Snoma Rd	Belle Fourche	SD	57717	
5000110	, organiz	2001171da1 ess.	(city)		(stat	te) (zip code)
Security	Director (	Name): Fritz Carlson		_ Business p	hone: <u>605</u>	210-1780
NO	YES	Is this a night event? If <b>YES</b> , ple to ensure the safety of the pa				
Pleas	e indicate	what arrangements you have ma	ade for providing <b>First A</b>	id Staffing a	nd <b>Equipme</b> n	nt?
	Numb	er <u>1</u> Ambulance(s) – F	low provided? Monume	nt Health		
	Numb	er <u>3</u> Emergency Medic	cal Technicians – How p	rovided?		
propo being which	erty locat g sought a n results f	ecifically acknowledges and agred in or stored in or upon DEAl and that DEADWOOD shall not be from any cause or reason with red's property pursuant to approve	DWOOD's property pu e responsible for any da egard to personal prop	rsuant to th amage or lo erty owned which approv	ne activity fo ss to or of AP by APPLICAN val is being so	r which approval is PLICANT's property IT stored or located
DEAD	OWOOD n	rees to hold DEADWOOD harm light have to pay to any person IT's use of the City property pur Ack	as a result of property	damage, p e activity fo	ersonal injury r which appro	or death resulting

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

	se describ al and Loc	be your plans to notify all residents, businesses and churches impacted by the event: <u>Chamber News Lettter</u> al media
	E	NTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES
NO	YES	Are there any <b>musical entertainment</b> features related to your event or facilities rental? If <b>YES</b> , please state the number of bands and type of music.
Numb	er of Stag	es: <u>1</u> Number of Bands: <u>10</u>
Туре с	of Music:	Oldies/Classic Rock
		Will <b>sound amplification</b> be used?  If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM
		Will <b>sound check</b> be conducted prior to the event?  If <u>YES</u> , please indicate: Start Time: 10am AM / PM – Finish Time: 10pm AM / PM  Please describe the sound equipment that will be used for your event: Stage PA and Delays on Main St.
		Will any fireworks, rockets or other pyrotechnics be used? If <b>YES</b> , 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 <b>YES</b> , please describe:
		PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION
NO	YES	INFORMATION
		Will this event be promoted, advertised or marketed in any manner? If <b>YES</b> , please describe:  Local and Social media
NO	YES	Will there be any live media coverage during your event? If <b>YES</b> , please explain:  Local
Refer a	=	ublic inquiries and / or media inquiries for this event to:  a Kille  PHONE: 605-578-1876

#### INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Lloyds of	London		
Agent's Name: Chris Roberts			
Business Phone: ( 605 ) 578-3456	Policy Number: GL3506L003-2	Policy Type: C	GL .
Address: Box 507 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: <u>City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732</u>.

#### 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 Appkicant (PRINT): Jesse Allen	Title: Event Coordinator
AN .	Date: 2/21/25
(Signature of Applicant/Sponsoring Organization)	

KDN Street and Parking Lot Closures:

Request to park cars on one side from Wall to Deadwood from 6-9pm on Tuesday, Aug 19

Request to close the entire Lower Main Parking lot Tuesday 6am Aug 19 through Saturday 10pm Aug 23 for Registered Cars Only. Registration will once again be held at the Visitor Center/Chamber offices.

Request Street Closure Wednesday, Aug 20 at 2pm and to remain closed through Aug 25th at 3am from Wall-Deadwood St. (For early stage set up and concerts) To include side Streets and one-way directional traffic from Wall to Four Aces.

Request to close Interpretive Lot Thursday, Aug 21 at 2am and to remain closed through Sunday, Aug 24 at 2pm for Sock Hop and Classic Car Parking. Request KDN Event Banners to be put up starting Sunday August 17th.

Request street closure Thursday, Aug 21 Deadwood to Pine 4-9pm for overflow of Sock Hop.

Request street closure Friday-Saturday Deadwood to Pine Aug 22-23 4-10pm for overflow of chairs.

Request St Closure Sunday, Aug 24, 8am-3pm Tin Lizzies to Pine for Parade and Show and Shine parking.

Request parking in Front of Mineral Palace and Wild Bill Bar-Nugget Saloon Thursday, Aug 21-23 from 10am-10pm for classic car parking only.

Request for Wayne Morris to put up a tent in the Interpretive lot beginning Sunday, Aug 17 through Sunday, Aug 25.

Request space in the Information Center Parking Lot for Official Kool Deadwood Nites Merchandise beginning Sunday, Aug 17 -24.

Request to waive Banner Fees for Event Sponsors, KDN Banners Directional Banners, and Chamber Banners and Merchandise banners.

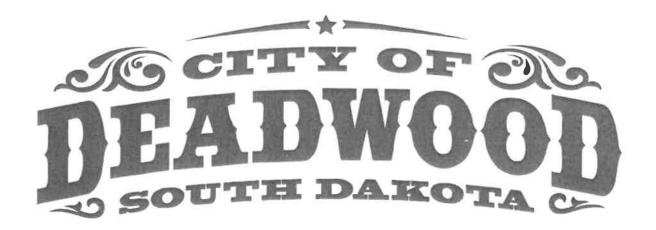
Request to waive vending fees to sell KDN & Band Merchandise at the Interpretive Lot, Welcome Center parking lot, Aug 19 through Sunday, Aug 24. The Event Complex Saturday, Aug 23<sup>th</sup> 7am-2pm only.

Request to waive vending fees for Napa or alternative sponsor Aug 19-24 in Welcome Center Parking Lot.

Request Police Escort Friday, Aug 22 at 10am for Rod Run/Event Complex

Request Police Departments help with traffic flow during Judging at the Event Complex/Highway on Sat Aug 23, 10am-Noon

Request Police Escort Sun Aug 24, 9am for Parade.



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

Mustang Rally 8/28/25

#### Instructions:

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

# **EVENT INFORMATION**

	□ Run	□ Walk	☐ Bike Tour	☐ Bike Race	☐ Parade	☐ Concert
	☐ Street Fair	□Triathlon	☐ Other			
Event T	ītle: Mustang R	lally				
Event D	oate(s): 8/28/25		Total A	Anticipated Attend	lance:	
		onth, day, year)		macipated Attend		
			(# of <u>Participa</u>	nts	# of Spectators	
Actual E	event Hours: (fron	n: 1pm	A	M / PM (to): 4pm		AM / PM
Locatio	n / Staging Area:	Wall to Deadwo	od St.			
Set up/a	assembly/constru	uction 1pm		_Start time: 1pn	n	AM / PM
Please d	lescribe the scop	e of your setup / a	ssembly work (sp	ecific details): Str	eet closure for N	lustang Parking
	2/29/25					
Dismanti	le Date: <u>8/28/25</u>		Comp	letion time: 4pm		AM / PM
and time	e of re-opening:	olving 25 or less mot	t. 1pm-4pm		e(s), day, date and	
>	ends of Deadwo		shieles (not include		ark on the north side	
	Street, which wi	Il not require street	closure.	g motorcycles) will p	ark on the north side	of Main
>	Any request invo Deadwood Street Street to direct t	t will require security	hicles which would be providedat Dead	require an entire st wood Street and Mai	reet closure from W n Street and Wall Stre	all Street to et and Main
>		ty may be required a	at the discretion of t	he Event Committee		
			OPEN CON	TAINER		
	https://www	v.cityofdeadwo	od.com/plannii	ng/page/specia	-event-open-co	ntainor
			information-a		event open-co	ittairie;
Date:		Times:				
				Zone:		
Date:						
		Times:				
Date:		Times:		Zone:		

#### APPLICANT AND SPONSORING ORGANIZATION INFORMATION

		Commercial (for profit)	Nonc	ommercial (nonp	rofit)	
Sponsoi	ring Orga	anization: Sturgis Mustan	Rally			
Chief Of	ficer of C	Organization (NAME): Fra	nk Lawton			
Applica	nt (NAM	E): Jesse Allen	В	usiness Phone:	(605 ) 210-17	'80
	5: 501 Mai		Deadwood	SD	57732	
			(city)	)	(state)	(zip code)
Daytime phone: (605-578)-1876 Eve			Evening Phone: (605-59)1	-9171	Fax #: ()_	
		o produce this event.	izer or event service provid	er hired by you	that is authorize	ed to work
	Address		(city)	<u> </u>	(state)	(zip code)
		n site" day of event or faci on must be in attendance	ility use Frank Lawton e for the duration of the ever		ger/Cell#: 605-39	-
REQUIRI	ED:		nunication from the Chief C ssional event organizer to a	•••		
		FEES	S / PROCEEDS / REP	ORTING		
NO	YES	your IRS 501C Tax Exe	"Tax Exempt, nonprofit" or mption Letter to this Spec rrent tax exempt, nonprofit	ial Event Permi		
		Are admission, entry, or purpose and provide a	vendor or participant fees i	required? If <b>YE</b> s	5, please explain	the

# 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:

Mustai	ng Pa	rking
Wall to	Dead	wood St. 1pm-4pm
Mustan	g Rally	will reimburse Deadwood Alive for lost income at a total of \$300
Cars wil	ll stage	in the Sherman St. Parking Lot before moving to Main St.
	OV	FRALL EVENT / EACH ITIES DENITAL DESCRIPTION (CONTRACTOR)
NO	YES	ERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)
		Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please proved your liquor liability insurance information to the last page of this application.
		Will Items or services be sold at the event? If YES, please describe:
		Does this event involve a moving route of any kind along streets, sidewalks, or highways? If <b>YES</b> , 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 <b>YES</b> , attach a detailed site map showing all street impacted by the event.

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

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

<b>A</b>	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.
<b>A</b>	Tables and Chairs.
	Fencing, Barriers and / or Barricades.
<b>&gt;</b>	Generator Locations and / or Source of Electricity.
A .	Canopies or Tent Locations.  Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:  10' by 10' Set up and take down
	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:

# SAFETY / SECURITY / ACCESSIBILITY

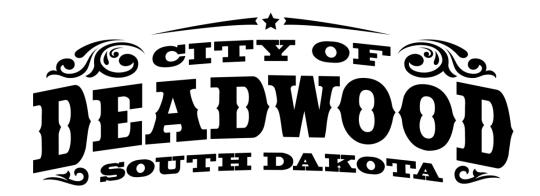
Please	describe	our procedure	s for both <b>Crowd Control</b> and	d Internal Security:	Badlands Sec	curity
Please Sidewa	describe y alks remair	our Accessibilit open	ry Plan for access at your eve	nt by individuals with		
REQUI Requi	RED: It is rements a	the applicant's pplicable to t	s responsibility to comply w his event.	rith all City, County,	State and Fede	ral Disability Access
NO  Securit	YES  Ty Organiz	Have you h event? If <b>\</b> ation: <sup>Badland</sup>	nired any Professional Securi /ES, please list: s Security	ity organization to ha	ındle security a	rrangements for this
Securit	y Organiza	tion Address:	11089 Sonoma Rd	Belle Fourche	SD 5773	32
				(city)	(51	tate) (zip code)
Security	Director (I	Name): Fritz C	arlson	Busine	ess phone: 605	210-1780
m		to ensure the	t event? If <b>YES</b> , please state e safety of the participants	how the event and s	surrounding are	ea will be illuminated
Please	e indicate v	vhat arrangem	ents you have made for prov	iding First Aid Staffin	g and Equipmer	nt?
	Numb	er	Ambulance(s) – How provide	ed?		
	Numb	er	Emergency Medical Technick	ans – How provided?		
prope being which	rty locate sought ar results fr	d in or stored d that DEADW om any cause	wiedges and agrees that it in or upon DEADWOOD's OOD shall not be responsit or reason with regard to pe ursuant to approval of the a Acknowledge	property pursuant to ble for any damage o rsonal property own	o the activity for loss to or of Al ned by APPLICA proval is being s	or which approval is PPLICANT's property NT stored or located
DEAD	WOOD mi APPLICAN	ght have to pa	EADWOOD harmless and in ay to any person as a result City property pursuant to ap Acknowledge	of property damage	e, personal injur v for which appr	rv or death resulting

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

	E	NTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES
10	YES	
鰗		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.
		please state the number of bands and type of music.
umb	er of Stag	es: Number of Bands:
ype o	of Music:	
		Will sound amplification be used?
		If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM
		Will sound check be conducted prior to the event?
		If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM
		Pleasedescribe the sound equipment that will be used for your event:
100		Will any fireworks, rockets or other pyrotechnics be used? If <b>YES</b> , please attach a copy of your permit (issued by the State Fire Marshall's office) to this application.
m		Are any signs, banners decorations or special lighting be used? If YES, please describe:
		PROMOTION / ADVERTISING / MARKETING / INTERNET
		INFORMATION
0	YES	Will this event be promoted, advertised or marketed in any manner? If YES, please describe:
	VEC	
0	YES	Will there be any live media coverage during your event? If YES, please explain:

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

REQUIRED: Insurance for your event will be required by	efore final permit app	roval.	
- /-laide of	/ arelow		
Name of Insurance Company: Lloyds of Agent's Name: (2005) 717-686601cy Num			
Agent's Name: WYO KODOYS	· · · · · · · · · · · · · · · · · · ·		- <del>7.1</del>
Business Phone: (605) 117- (696) Bolicy Nun	nber: RSIODGLOZ	11_ Policy Type:	(CL
Address: 132 E Illinos- 31	- Denney	50	57785
	(city)	(state)	(zip code)
For final permit approval, you will need commen	rial general lightlity	incurrence that now	was Weba Fib4
Deadwood, its officers, employees and agents" as an a			
for the duration of the event. To determine the amount			
Finance Office at (605) 578-2600 - Fax # (605) 578-20		reide meesson is b	case contact tile
The City must be named as an "additional insured."	Please obtain the re-	quired insurance an	id mail an origina
Insurance certificate to: City of Deadwood, Finance C			
		•	<del></del>
AFFIDAVIT	OF APPLICANT		
Advance Concellation Notice Required: If this event	t is cancelled, notify	the Deadwood Pol	ice Department.
Otherwise, City personnel and equipment may be nee			•
certify that the information in the foregoing applicat	tion is true and corre	ct to the best of my	/ knowledge and
belief and that I have read, understand and agree to a			
Special Event and I understand that this application is			
the City Commission of Deadwood. I agree to abide i			
organization, am also authorized to commit that organ			
for any cost and fees that may be incurred by or on be	half of the Event to t	ne City of Deadwood	d.
Don't land	TALL -	Corre	
Verne of Applicant (PAINT):	THE THE	ر ارس	
- Alla Something	. TOVTitle	0 0 /21/2	3.5
Signature of Applicant/Sports/ring Organization)	Dat	11	- ,34
		1	



## **Event Complex Rental and Use Agreement**

**Event:** Lead-Deadwood Soccer Association

3/29-5/29/

Date of Event: 25

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

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

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# Outdoor Event Complex Deadwood, SD 57732

# **Deadwood Event Complex Rental and Use Agreement**

Event Name:		
Contact Information:		
Name of Applicant: Brechelle Baco	n	
Business/Organization: Lead Dead	wood Soccer Association	
Mailing Address: PO Box 122		
City, State Zip: Deadwood, SD 577	32	
	Cell Phone:	
Email Address: Brechelle_14@hotn		
Dates Event Complex requested:		
	Hour(s): Eveni	
Event Date(s): Mon., Tues., We	ed., Thurs., Sat Hour(s):	
Clean-up Date(s): 5-30-25	Hour(s):	ing
Approximate number of people who wi	ll attend:	
		Office use Only
I am applying to use the:	☐ Ticket Booth	Key#
(Please check property requested)	Main Grandstand Concession	Key#
	☐ Crow's Nest	Key# Key#
	Main Grandstand Restrooms	Key#
	<ul><li>✓ VIP Grandstand</li><li>☐ Baseball Field(s)</li></ul>	Key#
	Baseball Field Restrooms	Key#
	☐ Arena and Corral Areas	
	Venue Seating	
	☐ Parking Lots☐ Pyrotechnics	
	Open Container	

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# **Deadwood Event Complex Rental and Use Agreement**

Event I	Event Name: Lead-Deadwood Soccer Association					
Compli	Compliance with Deadwood City Ordinances:					
	review the City of Deadwood Ordinances loc cityofdeadwood.com or by calling (605) 578	•				
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 – E	Business License. This ordinance may apply.				
Additio	onal contacts:					
Names	& contact number of event representatives	or sub-contractors (i.e. security, refuge, etc.):				
Name:	Brechelle Bacon	Title: President/Coach				
Phone	605-347-1000	Title: President/Coach  Representing: LDSA				
Name:	Jasmine McCauley	Title: Registar				
Phone	Jasmine McCauley 575-499-5626	Representing: LDSA				
Name:	Tyler Martin	Title: Coach				
Phone	614-852-1996	Representing: LDSA				
Name:		Title:				
		Representing:				
Name:		Title:				
Phone	:	Representing:				
Name:		Title:				

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Phone: Representing:

# **Deadwood Event Complex Rental and Use Agreement**

<b>Renter Type</b> : $\square$ For-I	Profit Private	■ Non-Profit □ Gov	ernment
	ories ahove defined in the Com	nplex Guidelines and Informatio	on Sheet
Rental Fees:	The doore defined in the com	ipiex Galacillies and Injoinnatio	m sneet
leritarrees.	Event Complex Facilities	Parking Lots Only	Baseball Fields Only
Private	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
Private	\$300 / Day	\$200 / Day	\$100 / Day
	\$30 / Hr.	\$25 / Hr.	No charge
Non-Profit	\$250 / Day	\$150 / Day	No charge
	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
For Profit	\$500 / Day	\$500 / Day	\$300 / Day
Government Agencies	No charge	No charge	No charge
	Key Deposit (One Key or All k	I fees if damages exceed deposit a Keys) (Refundable): \$100.00 cancellation and reservation polici	
<u>ees</u>	Request to	<u> Waive</u> <u>Refundab</u>	
	Compley E	ioos	le Deposits
vent Complex Facilities	\$	<del>-ees</del> Key Depos	
·		<del></del>	sit \$
aseball Fields	\$	Key Depos	sit \$ Deposit \$
aseball Fields arking Lots	\$\$ \$\$ \$	Key Depos Damage D	sit \$ Peposit \$
aseball Fields arking Lots leaning/Trash Removal	\$\$ \$\$ \$\$	Key Depos Damage D	sit \$ Deposit \$
aseball Fields arking Lots leaning/Trash Removal treaming	\$\$ \$\$ \$	Key Depos Damage D	sit \$ Deposit \$
Event Complex Facilities Baseball Fields Parking Lots Cleaning/Trash Removal Streaming Total Fees Organization: Lead Dea	\$\$ \$\$ \$\$	Key Depos Damage D <b>Total Depo</b>	sit \$ Deposit \$
Baseball Fields Parking Lots Cleaning/Trash Removal Streaming Total Fees	\$\$ \$\$ \$\$ \$\$	Key Depos Damage D <b>Total Depo</b>	sit \$ Peposit \$
caseball Fields Parking Lots Cleaning/Trash Removal Atreaming Cotal Fees Organization: Lead Dea	\$\$ \$\$ \$\$ \$\$	Key Depos Damage D <b>Total Depo</b> ation	sit \$ Deposit \$
Baseball Fields Parking Lots Cleaning/Trash Removal Streaming Fotal Fees Organization: Lead Dea Signature:	\$\$ \$\$ \$\$ \$\$ \$\$ \$dwood Soccer Associa	Key Depos Damage D <b>Total Depo</b> ation	sit \$ Deposit \$ Desits \$0

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## **Acknowledgement of Use Rules and Regulations**

_		
1.	The user assumes responsibility for damage to the rented building(s) and/or at amenities during the time of usage, including any time rented for set-up and clean-up damaged beyond normal wear and tear may be replaced or repaired at the option Deadwood at the user's expense. Liability will be the actual repair or replacement contains the cont	Any property ion of City of
	be limited to the damage & cleaning deposit.	Initials
2.	In the event there is damage to the Event Complex or its amenities, City of Dea appointed agent will notify the undersigned user of the nature and extent of the damage Deadwood will provide an appraisal of the repair or replacement within 30 days Refund will be discussed at the next event committee meeting, which is the last Thu month. If approved, refund will be issued after the City Commission meeting on Monday of each month. The user will be billed for any amount that exceeds the damage to the Event Complex or its amenities, City of Deadwood Post of Deadwood Post of the nature and extent of the damage to the nature and extent of the nat	of the event.  Irsday of each the 1 <sup>st</sup> or 3 <sup>rd</sup>
	deposit.	Initials
3.	The user agrees to leave the building and grounds in as good or better condition at the event. Any additional clean-up required after the event will be billed to the user at a	
	\$100.00 per hour per person required to perform the work.	Initials
4.	4. A concessionaire is provided for approved special events at the Deadwood Event Complex base the size of the event and the needs of the event organizer. The concessionaire has a guaranteed of amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the conce is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$400 dollars per day), the event organizer shall be required to cover the shortfall to the Concessionaire guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 for the event as the concessionaire has at that point prepared for the event taking place. If the event canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed the	
	hundred and fifty (\$250.00) dollars per day.	Initials BB
<del>5.</del>	1 0	nust be
	bagged.	Initials
6	Lunderstand and agree: (Please Check Box for your Acknowledgement)	

Tunderstand 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.
		The event representative understands and agrees to immediately pay for any damage or cleaning that exceeds the deposit amount.
		If decorations are used, only painter's tape (low adhesive) can be used on any surfaces. No holes may be made in Event Complex property. Renter must remove all decorations and attachments.
		No alterations can be made to the buildings or grounds without the express permission of City of Deadwood. This includes, but is not limited to, installation of equipment, installation of wiring, cable or other devices or any alteration of the building.
		All exits cannot be blocked during the event.
		Unless otherwise specified by the City Commission, all events must end by 10:00 p.m. Sunday – Thursday and 11:00 p.m. Friday – Saturday. Any event permitted may be required to have security present.
		Noise that may cause inconvenience, annoyance or alarm to others is not permitted. Any event that generates excessive noise must take place between the hours of $7:00  a.m 10:00  p.m.$ only and must comply with Noise Regulations found in the City of Deadwood Codified Ordinance.
		In case of an emergency, such as a fire, dial 911. In the case of a <u>non-emergency</u> , 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.  BB Initials
7.	Out	tdoor/Animal Events: (Check Acknowledgement)
		Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
		Event representatives are responsible for cleaning all areas utilized including the staging areas,
		grounds, seating areas, parking areas, and buildings.  BB  Initials
		Non-Profits may be available to assist. If hiring a contractor, contractor must have proof of e and contractor's license.

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## **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: Lead Deadwood Soccer Association	
Name: Brechelle Bacon	<sub>Title:</sub> President
Signature:	Date: 8/25/24

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

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

ca	refully before signing.
	consideration for being permitted to engage in the following special event activities on Deadwood operty (describe in detail):
L	ead Deadwood Soccer Assocation Practice/Games
_	
Spe	ecial 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:
L	ead Deadwood Soccer Assocation Practice/Games
_	Initials BB
B.	If required by this paragraph, we agree to require each participant in our special event to execute a RELEASE AND INDEMNIFICATION AGREEMENT for ourselves and for Deadwood, on a form approved by Deadwood. Contact Deadwood Parks, Recreations and Events Director for determination: 605-578-2082.
	Participant Release and Indemnification required? YESNO  Initials BB
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 BB
D.	By signing this <b>RELEASE AND INDEMIFICATION AGREEMENT</b> , 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 BB_

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E.	By signing this <b>RELEASE AND INDEMIFICATION AGREEMENT</b> , 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 BB
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 BB
G.	By signing this <b>RELEASE AND INDEMNIFICATION AGREEMENT</b> , 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**  **BB**  **Initials**  **BB**  **Initials**  **Initials
Н.	We understand and agree that this <b>RELEASE AND INDEMNIFICATION AGREEMENT</b> 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**  **BB**  **Initials**  **BB**  **Initials**  **
I.	This <b>RELEASE AND INDEMNIFICATION AGREEMENT</b> 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 BB
eve aut	WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special ents holder, acting by and through the undersigned, who represents that he or she is properly chorized to bind the Special Events Holder hereto.  Ganization: Lead Deadwood Soccer Assocation
	Prochalla Pacan Procident
	me:
Sig	nature: Date: 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
ssume the risks involved in participating in:
Lead Deadwood Soccer Association

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: Brechelle Bacon	Date of Birth: 03/27/1990
Address: 710 Sawyer Street Lead, SD 57754	
Signature:	<sub>Date:</sub> 3/12/25

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# 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:				
-	signatures below, on behalf of ourselves, our hall representatives, and agents, we hereby:	eirs, next of kin, successors in interest, assi	gns,	
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.	<ol><li>Agree to indemnify and hold harmless the City of Deadwood, its officers, employees, and agen for any claims, causes of action, or liability to any other person arising from participation in th activity listed above;</li></ol>			
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 rethe minor child named below.	minor child and as the parent or legal guardi	ian of	
Consersubsta assura release	read this Release and Waiver of Liability, Assunt to Medical Treatment, and fully understand intial rights by signing it, and have signed it fronce, or guarantee being made to me and independent of the greatest extend allowed by	I its terms, understand that I have given upely and voluntarily without any inducement my signature to be complete and unconcellaw.	nt,	
	's Name:ss:			
Signati	ure:	Date:		
	ian's Name:ss:			
Signati	ure:	Date:		

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# **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
  - 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: Lead Deadwood Soccer Association	
Name: Brechelle Bacon	<sub>Title:</sub> President
Signature:	Date: 3/12/25

# **Event Complex Parking Requirements**

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

The following rules are in force:

- A parking plan must be submitted as an attachment to this application and include the following information:
  - 1. Estimated attendance including Staff, spectators, and/or participants
  - 2. Parking Lots requested and location of proposed attendants
  - 3. Detailed drawing of proposed traffic flow and access; both pedestrian and vehicular
- Parking assistance required for events that use parking lots for spectators or contestants
- Fire lanes must be kept clear
- Number of Parking Attendants Required:
  - One Attendant located at the gate during the event at all times
  - One additional attendant for every 500 spectators or contestants
    - \*Example: 1000 people in attendance with contestants, staff, and/or participants would require one gate attendant and two parking attendants
- Failure to provide required attendants will be billed \$100.00 per hour per attendant and City will assign attendants

#### **Additional Notes:**

- 1. High visibility vests with Deadwood Event Complex identified on them will be available in the Ticket Booth.
- 2. Large map of Complex will be on display in Ticket Booth for communication.
- 3. Absolutely no parking on fields without prior written approval from Parks, Recreations and Events Director.

I have read and understand these rules.				
Organization: Lead Deadwood Soccer Association				
Name: Brechelle Bacon	<sub>Title:</sub> President			
Signature:	Date: 3/12/25			

### Responsibilities to and of the Concessionaire

- A. The Concessionaire shall sell quality food and beverages; schedule and provide full maintenance of the concession premises; employ, train, and supervise personnel with appropriate qualifications and experience to assist in such functions; perform or supervise employees in the performance of all other tasks related to the operation, maintenance of the concession premises; and pay for and obtain all licenses and permits necessary for the operation of the concessions granted. The Concessionaire may offer the sale of additional items from the Concession Premises but shall be limited to food and beverage and approved by the Deadwood City Commission.
- B. The Concessionaire shall not sell any alcohol. Alcohol during events held at the Deadwood Event Complex is the sole responsibility of the Event Organizer. The event organizer will have access to the coolers and the outside bars in the facility.
- C. Concessionaire shall at its own expense, at all times, keep the Concession Premises and areas within twenty-five (25) feet thereto in a neat, clean, safe, and sanitary condition; and keep the glass of all windows and doors serving such areas clean and presentable. Concessionaire shall furnish all cleaning supplies and materials needed to operate such areas in the manner prescribed in this agreement; Concessionaire shall provide or perform all necessary janitorial service to adequately maintain the inside and outside of such areas including concession seating. Concessionaire shall be responsible for keeping the areas within twenty-five (25) feet of the perimeter of such areas free of litter and clean of spills resulting from concession operations. The concessionaire shall be obligated to maintain a regular cleaning schedule, as well as a regular extermination service schedule.
- D. Garbage collection within the concession premises and within twenty-five (25) feet of the premises shall be maintained by the Concessionaire and disposed into a dumpster provided by the Event Organizer. The Concessionaire shall **NOT** pay for garbage service during events.
- E. Concessionaire shall be open for business during all special events approved by City Commission where the concession service is requested for the Deadwood Event Complex. 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 rental agreement and the use of the Deadwood Event Cor	•
Organization: Lead Deadwood Soccer Association	
Name: Brechelle Bacon	Title: President
Signature:	 Date: 3/12/25

# **Alcohol Policy for Facility Rentals**

No alcohol is allowed in any building or on the grounds of the City of Deadwood Event Complex including the parking area without the expressed consent of City of Deadwood. To obtain permission to serve 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: Brechelle Bacon	Title: President
Signature:	
Dates/Times Alcohol will be served: NONE	
Business name who will be serving:	

# **Liquor Liability Insurance**

This Insurance Liability Insurance coverage is revent or facilities rental.	equired if you plan to sell alcoholic beverages at your
Name of Insurance Company:	
Agent's Name:	Policy Type:
Phone:	Policy No.:
Address:	
Please obtain the required insurance and mail	an original insurance certificate to:
City of Deadwood	
Attn: Finance Office	
102 Sherman Street	
Deadwood, SD 57732.	

# **General Business within the Event Complex**

1.	If you will be selling any items (tangible personal prop South Dakota Sales Tax Licenses. For information on s South Dakota Department of Revenue Office 445 East Capitol Ave Pierre, SD 57501-3185 (605) 773-3311	ales tax licensing contact the following:
		Initials BB
2.	If vendors are intended to be used during an approve vendors shall comply with Chapter 5.28 of the Deadw included within the guidelines and information packer limited to designated areas (as indicated on the Event unless otherwise approved by the Deadwood City Corunderstand the laws related to general business and vendors.	ood Codified Ordinances. This Ordinance is t for reference. In addition, vendors will be Complex site plan) within the Event Complex nmission. As the event organizer you
3.	As the event organizer and the renter of the Event Co proposed business activities (vendors or the event itself concession facility and the concessionaire provided the	) will not compete with products sold from the
4.	The user acknowledges the City of Deadwood has cont concession spaces within the Deadwood Event Completoncessionaire and the concession space have been proorganizer/user of the Event Complex.	racted a concessionaire to operate the x. The responsibilities in regards to the
		Initials BB
Or	ganization: Lead Deadwood Soccer Association	
Na	me: Brechelle Bacom	Title: President
Sig	nature:	Title: President  Date: 3/12/25

# **Event Complex Sign and Banner Policy**

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

and voluntarily.	
Organization: Lead Deadwood Soccer Association	
	Title: President
Signature:	Date: 3/12/25
	<del>-</del>

#### **City of Deadwood Equipment and Services**

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

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

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

#### General Event Complex Services:

- o 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
- o 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**

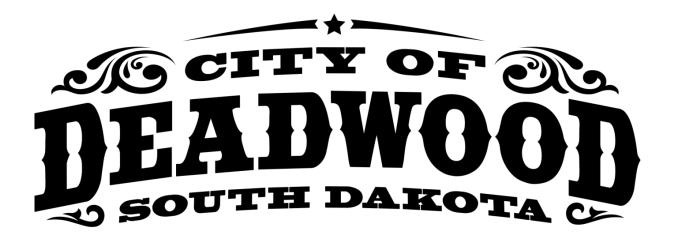
Renter/Organization Name:	Lead Deadwood Soccer Association

#### 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 ma	ay contact reference	s to evaluate v	vour i	performance a	as a renter.
TITC CITY	, oi beaawooa iii	ay contact i cici ciicc	J to cvaraate	y O G i j	oci ioi illalice i	,, a i Ciitcii

1) Name: City of Deadwood	Phone Number:
City/State:DEADWOOD, SD	Event Name: Practice/GAMES
Event Location:	Email:
2) Name: CITY OF LEAD	Phone Number:
City/State:	Event Name: Practice/Games
Event Location:	Email:
3) Name:	Phone Number:
City/State:	Event Name: Practice/Games
Event Location:	Email:
I have read the foregoing rental agreement and all of the information attached hereto and incorporated herein to obligations in connection with use of the Deadwood Everges RESERVATIONS WILL NOT BE CONFIRMED UNTIL THE SEC	by this reference. I fully understand my rights and
Corganization: Lead Deadwood Soccer Assoc	iation
	Title: President
	Date: 3/12/25
Daytime Phone Number: 605-347-1000	
Date of your Event(s):Gro	Lead Deadwood Soccer A



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

Deadwood Lead 76ers Swim Team Practice \* Amended \*

#### 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**

	Run	□Walk	☐Bike Tour	☐Bike Race	□Parade	☐ Concert
	Street Fair	□Triathlon	■Other			
Event Title:	Deadwoo	d Lead 76ers	Swim Team	Practice		
Event Date		nber 23, 2024	Total	Anticipated Attend	dance: April 20	25 ** August 9
	(m	onth, day, year)	(# of Participa	nts	# of Spectator	·s )
Actual Ever	nt Hours: (fro	<sub>m:</sub> 3:30 p.m.				AM / PM
Location / S	Staging Area:	Swimming Po	ol			
Set up/asse	embly/constr	uction		Start time:		AM / PM
Please desc Use of 2	cribe the scop -3 lanes M	oe of your setup / a londay-Friday	ussembly work (s Use of 3rd I	pecific details): ane when ava	ilable.	
Dismantle [	Date:		Com	pletion time:		AM / PM
		ng closure as a resi			ne(s), day, date a	and <u>time</u> of closing
	Any request invends of Deadw	olving 25 or less mot	or vehicles will uti	lize Deadwood Stree	t and will be barrica	ided at both
		olving 25-50 motor vill not require street		ling motorcycles) - w	ill park on the north	ı side of Main
9		volving 50 or more ve d security must be p	•	•		
		rity maybe required	at the discretion o	f the Event Committe	ee.	
			OPEN CO	NTAINER		
<u>htt</u>	tps://www	.cityofdeadwo			ial-event-ope	n-container-
			<u>information</u>			
			·			
			·			
Date:		Times		Zone:		

Adopted June 1, 2023

# APPLICANT AND SPONSORING ORGANIZATION INFORMATION Commercial (for profit) Noncommercial (nonprofit) Sponsoring Organization: Deadwood Lead 76ers Swim Team Chief Officer of Organization (NAME): Stephenie Campbell, Misty & Hailey Trewhella, Sarah Dir Applicant (NAME): Misty Trewhella Business Phone: (\_\_\_\_\_) Address: (zip code) 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. (city) (state) (zip code) Contact person "on site" day of event or facility use Sarah Dirksen Pager/Cell #: (Note: This person must be in attendance for the duration of the event and immediately available to city officials) **REQUIRED**: Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf. FEES / PROCEEDS / REPORTING NO YES Is your organization a "Tax Exempt, nonprofit" organization? If YES, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status). Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s): \_\_\_\_\_\_

# OVERALL EVENT DESCRIPTION: ROUTE MAP/ SITE DIAGRAM/ SANITATION

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

Use of 2-3 (3rd lane when available) lanes in pool Monday - Friday

	`	, , , , , , , , , , , , , , , , , , , ,
Waiver	of fees	3
Swimm	ers wil	I pay membership
Ok'd th	rough 、	Jereamy to cordinate with him on practice schedule.
	OVE	RALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)
NO	YES	· · · · · · · · · · · · · · · · · · ·
		Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please proved your liquor liability insurance information to the last page of this application.
		Will Items or services be sold at the event? If YES, please describe:
		Does this event involve a moving route of any kind along streets, sidewalks, or highways? If <b>YES</b> , 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 <b>YES</b> , 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:

	od 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):
Fir	st Aid Facilities and Ambulance locations.
Та	bles and Chairs.
Fe	ncing, Barriers and / or Barricades.
Ge	enerator Locations and / or Source of Electricity.
Ca	nopies or Tent Locations.
Во	oths, Exhibits, Displays or Enclosures.
Sca	affolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
Ve	hicles and / or Trailers.
<u>(N</u> im	ash Containers and Dumpsters.  OTE): You must properly dispose of waste and garbage throughout the term of your event and mediately upon conclusion of the event, the area must be returned to a clean condition.  Imber of trash cans: Trash Containers w / lids:
	escribe your plan for clean-up and removal of waste and garbage during and after the event or use of cility:
	her Related Event Components not covered above.

# SAFETY / SECURITY / ACCESSIBILITY

Please	describe y	your procedures for both <b>Crowd</b> ————————————————————————————————————	d Control and Internal Security:		
Please	describe y	your Accessibility Plan for access	s at your event by individuals with dis	abilities:	
		the applicant's responsibility to	o comply with all City, County, State	and Federal Disa	ability Access
NO	YES	Have you hired any Professi event? If <b>YES</b> , please list:	ional Security organization to handle	security arrange	ements for this
Securi	ty Organiz	zation:			
Securi	ty Organiz	zation Address:	(city)	(state)	(zip code)
Securit	y Director (	(Name):	Business pho	one:	
NO	YES	= :	lease state how the event and surrounticipants and spectators:	=	
Pleas			made for providing <b>First Aid Staffing</b> a		
	Numl	berAmbulance(s) –	How provided?		
	Numl	berEmergency Med	lical Technicians – How provided?		
prop being whic	erty locat g sought a h results f	ted in or stored in or upon DEA and that DEADWOOD shall not b from any cause or reason with r DO's property pursuant to appro	rees that it shall be solely responsible DWOOD's property pursuant to the peresponsible for any damage or loss regard to personal property owned by oval of the activity for which approvance Acknowledge acceptance with initial:	activity for whito or of APPLICAY APPLICANT stolling sought	ich approval is ANT's property ored or located
DEA	OWOOD n	night have to pay to any persor NT's use of the City property pu	nless and indemnify DEADWOOD from as a result of property damage, personant to approval of the activity for vectors with initial:	sonal injury or d which approval i	leath resulting

# PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

	E	NTERTAINMENT / ATTRACT	IONS / RELATED EVENT A	ACTIVITIES
0	YES			
		Are there any musical entertainmen please state the number of bands and	· ·	r facilities rental? If <b>YES</b>
umb	er of Stag	res:	Number of Bands:	
/pe d	of Music:			
		Will sound amplification be used?		
		If <u>YES</u> , please indicate: Start Time:	AM / PM – Finish Time:	AM / PM
		Will sound check be conducted prior	to the event?	
		If <u>YES</u> , please indicate: Start Time:	AM / PM – Finish Time:	AM / PM
		Please describe the sound equipment t	that will be used for your event:	
		Will any fireworks, rockets or other permit (issued by the State Fire Mars		se attach a copy of you
		Are any signs, banners decorations of		
		PROMOTION / ADV	ERTISING / MARKETING	/INTERNET
		181		
		IN	FORMATION	
)	YES			
_	_	Will this event be promoted, advertis		YES, please describe:
	_			YES, please describe:
0			sed or marketed in any manner? If	

Adopted June 1, 2023

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Compar	ny:	
Agent's Name:		
		Policy Type:
Address:		
	(city)	) (state) (zip code)
Deadwood, its officers, emp for the duration of the eve	ployees and agents" as an additional insu	liability insurance that names "the City of ured. Insurance coverage must be maintained rance coverage necessary, please contact the
·	ty of Deadwood, Finance Office, 102 She	
	AFFIDAVIT OF APPLI	ICANT
	cice Required: If this event is cancelled and equipment may be needlessly dispart	d, notify the Deadwood Police Department. atched.
belief and that I have read, Special Event and I underst the City Commission of De organization, am also author	understand and agree to abide by the re tand that this application is made subject adwood. I agree to abide by these rule	and correct to the best of my knowledge and rules and regulations governing the proposed ct to the rules and regulations established by es and further certify that I, on behalf of the I therefore agree to be financially responsible event to the City of Deadwood.
Name of Applicant (PRINT):	Misty Trewhella	Title: Treasurer/Admin Official
Misty Trewhella	Digitally signed by Misty Trewhella  Date: 2024.07.31 12:13:39 -06'00'	Date: 7/31/2024 March 23

Adopted June 1, 2023

(Signature of Applicant/Sponsoring Organization)

# FACILITY USE AGREEEMENT BETWEEN THE CITY OF DEADWOOD AND

#### THE SOUTH DAKOTA DEPARTMENT OF PUBLIC SAFETY, WILDLAND FIRE DIVISION

This Agreement made this 15<sup>th</sup> day of March, 2025, by and between the City of Deadwood, South Dakota, hereinafter the "City", and the South Dakota Department of Public Safety, Wildland Fire Division, hereinafter the "Department", for emergency use of the Deadwood Event Complex, hereinafter the "Area", for the purpose of providing an incident command operations site and state (vehicles, food, tents, and everything the Department uses in the response to a fire) in the event of an emergency wildland fire, or a type 1, 2, or 3 incident.

The City agrees to provide use of the Area to the Department on those days which the Department has declared there to be an emergency wildland fire, or a type 1, 2, or 3 incident. The Department shall be allowed to use the Area for any purpose necessary for the Department's response to an emergency wildland fire, or type 1, 2, or 3 incident. Consequently, because of the nature of this Agreement, no alcohol shall be allowed or served in the Area. Additionally, the Department shall give daily updates to the City concerning the extent of their use of the Area and the estimated time of their departure from the Area. The Department and the City hereby agree to cooperate in coordinating programs and activities conducted on the Area.

No fees will be charged to the Department except for any expenses incurred by the City during the time of the Department's use of the Area. For example, the cost of electricity, water, and any other expenses incurred by the City.

The Department shall leave the Area thoroughly cleaned and in good condition and shall return the Area to its original condition prior to the Department's use of the Area. After the Department has vacated the Area, an inspection shall be made by the City and the Department to ensure the Area has been returned to its original condition prior to the Department's use of the

Area. After said inspection, the Department shall be liable for any repairs needed to return to the Area back to its original condition.

The State of South Dakota is self-insured. The Public Entity Pool for Liability (PEPL Fund) provides tort liability coverage for employees of the state of South Dakota.

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

Nothing in this Agreement shall be construed as an indemnification by one party or the other for liabilities of a third party for property loss, damage, death, or personal injury, arising out of the performance of this Agreement. Any liabilities or claims for property loss, death, or personal injury by a party or one of its agents, employees, contractors or assigns, or by third persons, arising out of and during this Agreement shall be determined according to applicable law.

This Agreement will be authorized by the governing bodies and signed by the Mayor of the City and the Secretary of the Department and shall remain in full force and effect until December 31, 2030. This Agreement may also be cancelled and/or terminated by either party by giving thirty (30) days written notice to the other party of such intention to cancel and terminate. Furthermore, this Agreement may be cancelled with no notice if the Department is found to be in violation of the Deadwood Event Complex rules and regulations.

In Witness Whereof, the parties signify their agreement effective on the date above first written by the signatures affixed below.

South Dakota Department of Public Safety

EDEAD

Robert Perry

Date

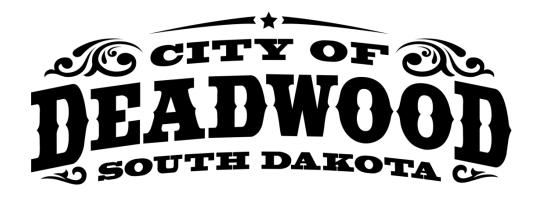
Cabinet Secretary

City of Deadwood

Dave Ruth, Jr.

Mayor

Date



# **Event Complex Rental and Use Agreement**

Event:				
Date of Event:				

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

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

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

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# Outdoor Event Complex Deadwood, SD 57732

# **Deadwood Event Complex Rental and Use Agreement**

Event Name:		
Contact Information:		
Name of Applicant:		
Business/Organization:		
Mailing Address:		
City, State Zip:		
Business Phone:	Cell Phone:	
Email Address:		
Dates Event Complex requested:		
Set up Date(s):	Hour(s):	
Event Date(s):	Hour(s):	
Clean-up Date(s):	Hour(s):	
Approximate number of people who	will attend:	
I am applying to use the: (Please check property requested)	Ticket Booth Main Grandstand Concession Main Grandstand Restrooms Crow's Nest VIP Grandstand Baseball Field(s) Ferguson Field Baseball Field(s) Restrooms Ferguson Field Restrooms Arena and Corral Areas Venue Seating Parking Lots Pyrotechnics Open Container Water Usage	Office use Only Key # Key # Key # Key #

# **Deadwood Event Complex Rental and Use Agreement**

Event N	lame:	
Complia	ance with Deadwood City Ordinances:	
	review the City of Deadwood Ordinances located on the C tyofdeadwood.com or by calling (605) 578-2082.	ity of Deadwood website:
1)	Deadwood Codified Ordinance - Chapter 8.12 – Noise. violation of this ordinance could be grounds for refusin	
2)	Deadwood Codified Ordinance – Title 5 – Business Licer	nse. This ordinance may apply.
Additio	nal contacts:	
Names	& contact number of event representatives or sub-control	actors (i.e. security, refuge, etc.):
Name: _		Title:
Phone:		Representing:
Nama		Title
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	Governme	ent
(Check One)	Categories ab	ove defined in the Co	omplex Guidelines and	d Information She	eet
Rental Fees:					
		Event Complex Facilities	Parkii Lots O	•	Baseball Fields Only
		\$35 / Hr.	\$25/1	Hr.	\$25 / Hr.
Private	e	\$300 / Day	\$200/	Day	\$100 / Day
		\$30 / Hr.	\$25/1	Hr.	No charge
Non-Pro	fit	\$250 / Day	\$150/	Day	No charge
		\$75 / Hr.	\$65/1	Hr.	\$35 / Hr.
For Prof	it	¢EOO / Day	\$400/1	Day	¢200 / Day

No charge

#### **Ticketed Events:**

**Government Agencies** 

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

No charge

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

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

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

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

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

Tent Rental, which is set and amended by resolution:

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

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

No charge

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

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

Please read the Use Guidelines for cancellation and reservation policies.

<u>Fees</u>	<b>Request to Waive</b>	<b>Refundable Deposits</b>
Event Complex Facilities	\$	Key Deposit \$
Add 'l Set-up/Tear Down	\$	Damage Deposit \$
Baseball Fields	\$	Total Deposits \$
Parking Lots Only	\$	10tai Deposits
Tent	\$	Alcohol Fee (Pg 18)
Event Complex Cleaning		(\$100.00 per day) \$
And Trash Removal	\$	
Cleaning Baseball Field	\$	
Cleaning Ferguson Field	\$	
Streaming	\$	
Water Usage	\$	
Total Fees	\$	
Organization:		
Signature:		Date:
Office Use only:		
Date Fees Paid:		
Date Deposit Paid:		
Fees Still Owed:	-	
Notes:		

# **Acknowledgement of Use Rules and Regulations**

1.	The user assumes responsibility for damage to the rented building(s) and/or area(s) amenities during the time of usage, including any time rented for set-up and clean-up. Any damaged beyond normal wear and tear may be replaced or repaired at the option o Deadwood at the user's expense. Liability will be the actual repair or replacement cost and be limited to the damage & cleaning deposit.	property f City of
2.	In the event there is damage to the Event Complex or its amenities, City of Deadwoo	nd or its
۷.	appointed agent will notify the undersigned user of the nature and extent of the damage Deadwood will provide an appraisal of the repair or replacement within 30 days of the Refund will be discussed at the next event committee meeting, which is the last Thursday month. If approved, refund will be issued after the City Commission meeting on the 1st or 3rd of each month. The user will be billed for any amount that exceeds the damage/cleaning	e. City of ne event. y of each Monday
3.	The user agrees to leave the building and grounds in as good or better condition at the end	
	event. Any additional clean-up required after the event will be billed to the user at a rate of	of
	\$100.00 per hour per person required to perform the work.  Initial	ials
4.	A concessionaire is provided for approved special events at the Deadwood Event Complex	v hasad on
	the size of the event and the needs of the event organizer. The concessionaire has a guarant amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the cis requested by the Event Organizer. If the event does not produce the two hundred and f dollars per day, the event organizer shall be required to cover the shortfall to the Concession guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within of the event as the concessionaire has at that point prepared for the event taking place. If is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed hundred and fifty (\$250.00) dollars per day.	concession fifty (\$250) maire. The n 72 hours f the event
	Initi	ials
<del>5.</del>	The user is responsible for removal of trash and placing it in a dedicated area. All trash mus bagged.	t be
		ials
6.	I understand and agree: (Please Check Box for your Acknowledgement)	
	☐ The person in charge of the event must be in attendance at all times during the	
	event. I have read & signed the Alcohol Policy form.	
	All guests must remain in the vicinity of the building/area rented and are not allow roam the Event Complex or enter other buildings.	ed to
	The person in charge must keep the guests off the Football Field unless granted permis from the Deadwood City Commission for the event.	sion to use
	Smoking on City property, including the Event Complex, is prohibited except in designat No person shall smoke or carry any lighted smoking instrument, any cigar, cigaret electronic cigarette on any City property.	
	If the fire alarms sound, the person in charge will instruct all guests to evacuate to a safe outside the building(s) until such time as the Fire Department allows re-entry.	distance

	The person in charge will not allow anyone to interfere with the fire alarm system.
	All vehicles must be parked in designated parking areas. No vehicles are to be parked in the Fire Lanes surrounding the buildings.
	The event representative understands and agrees to immediately pay for any damage or cleaning that exceeds the deposit amount.
	If decorations are used, only painter's tape (low adhesive) can be used on any surfaces. No holes may be made in Event Complex property. Renter must remove all decorations and attachments.
	No alterations can be made to the buildings or grounds without the express permission of City of Deadwood. This includes, but is not limited to, installation of equipment, installation of wiring, cable or other devices or any alteration of the building.
	All exits cannot be blocked during the event.
	Unless otherwise specified by the City Commission, all events must end by 10:00 p.m. Sunday – Thursday and 11:00 p.m. Friday – Saturday. Any event permitted may be required to have security present.
	Noise that may cause inconvenience, annoyance or alarm to others is not permitted. Any event that generates excessive noise must take place between the hours of 7:00 a.m. $-$ 10:00 p.m. only and must comply with Noise Regulations found in the City of Deadwood Codified Ordinance.
	In case of an emergency, such as a fire, dial 911. In the case of a <u>non-emergency</u> , 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. Ou	tdoor/Animal Events: (Check Acknowledgement)
	Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
	Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.
	Initials
	Non-Profits may be available to assist. If hiring a contractor, contractor must have proof of e and contractor's license.

# **Insurance and Liability**

#### **Overview:**

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

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

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

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

#### NOTE:

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

#### The following pages include:

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

# Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

#### I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization:		
Name:	Title:	
Signature:	Date:	

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

This is a Release of Liability Indemnification Agreement. Special Events Holder must read carefully before signing. In consideration for being permitted to engage in the following special event activities on Deadwood property (describe in detail): Special Events Holder hereby acknowledges, represents, and agrees as follows: A. We understand that the above described activities may be dangerous and do or may involve risks of injury, loss of damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others: Initials B. If required by this paragraph, we agree to require each participant in our special event to execute a RELEASE AND INDEMNIFICATION AGREEMENT for ourselves and for Deadwood, on a form approved by Deadwood. Contact Deadwood Parks, Recreations and Events Director for determination: 605-578-2082. Participant Release and Indemnification required? YES NO Initials C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to Deadwood, for the duration of the above described activities. Initials D. By signing this RELEASE AND INDEMIFICATION 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.	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 <b>RELEASE AND INDEMNIFICATION AGREEMENT</b> , 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 <b>RELEASE AND INDEMNIFICATION AGREEMENT</b> 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
l.	This <b>RELEASE AND INDEMNIFICATION AGREEMENT</b> 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
eve	WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special ents holder, acting by and through the undersigned, who represents that he or she is properly chorized to bind the Special Events Holder hereto.
Or	ganization:
Na	me: Title:
Sig	nature: 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:					
•	my signature below, on behalf of myself, my heirs, next of kin, su rsonal representatives, and agents, I hereby:	ccessors in interest, assigns,			
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.				
Conse subst assur	ave read this Release and Waiver of Liability, Assumption of the I onsent to Medical Treatment, and fully understand its terms, und bstantial rights by signing it, and have signed it freely and volunt surance, or guarantee being made to me and indent my signature lease of liability to the greatest extend allowed by law.	erstand that I have given up arily without any inducement,			
Name	nme: Date	of Birth:			
Addr	ldress:				
Signa	gnature: 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:				
•	signatures below, on behalf of ourselves, our heirs, nal representatives, and agents, we hereby:	next of kin, successors in interest, assigns,		
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 a listed above; and	advisable during participation in the activity		
4.	Acknowledge that we are signing below as a minor of the minor child named below.	child and as the parent or legal guardian of		
Conse substa assura	read this Release and Waiver of Liability, Assumption of the Medical Treatment, and fully understand its tendential rights by signing it, and have signed it freely an ance, or guarantee being made to me and indent my see of liability to the greatest extend allowed by law.	erms, understand that I have given up nd voluntarily without any inducement,		
Minor	's Name:	Date of Birth:		
Addre	SS:			
Signat	ure:	Date:		
Guard	ian's Name:	Date of Birth:		
	ss:			
Signat	ure:	Date:		

# **City of Deadwood Building Rental Rules**

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

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

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

I have read and understand these rules.				
Organization:				
Name:	_ Title:			
Signature:	_ Date:			

## **Event Complex Parking Requirements**

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

The following rules are in force:

- A parking plan must be submitted as an attachment to this application and include the following information:
  - 1. Estimated attendance including Staff, spectators, and/or participants
  - 2. Parking Lots requested and location of proposed attendants
  - 3. Detailed drawing of proposed traffic flow and access; both pedestrian and vehicular
- Parking assistance required for events that use parking lots for spectators or contestants
- Fire lanes must be kept clear
- Number of Parking Attendants Required:
  - One Attendant located at the gate during the event at all times
  - One additional attendant for every 500 spectators or contestants
    - \*Example: 1000 people in attendance with contestants, staff, and/or participants would require one gate attendant and two parking attendants
- Failure to provide required attendants will be billed \$100.00 per hour per attendant and City will assign attendants

### **Additional Notes:**

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

I have read and understand these rules.				
Organization:				
Name:	Title:			
Signature:	Date:			

### Responsibilities to and of the Concessionaire

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

## **Alcohol Policy for Facility Rentals**

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

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

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

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

- At any event where alcohol is available, the renter must provide, at their expense, licensed servers unless otherwise approved by the Deadwood City Commission. A copy of the license must be provided to the City of Deadwood prior to the event.
- The renter will also, at their expense, provide adequate licensed certified security to cover the event. A copy of the license and security certification must also be provided to the City of Deadwood prior to the event. The entity can submit an "alternative" to a licensed certified security company, but the "alternative" security will generally entail having a certified police officer on site (off-duty officer is okay). The City will also need to be provided with their name & a copy of their certification, & they need to agree not to drink alcohol themselves.

The renter is solely and wholly responsible to ensure all rules and regulations in regards to

Keys for the facilities will not be issued until this information is received and confirmed.

the serving of alcohol a  YES, we will have alcohol Policy.	re followed. ol at the contracted event and will al	bide by the Event Con	nplex Alcohol
NO, we will not have alcohol at the contracted event and agree to police the buildings parking area to ensure no alcohol is present at the event.			dings and
Organization:	Nam	e:	
Title:	Signature:		
Dates/Times Alcohol will be serv	ved:		

Business name who will be serving:

# **Liability Insurance**

Liability Insurance coverage is <u>required</u> if you plan to sell alcoho rental.	lic beverages at your event or facilities
Name of Insurance Company:	
Agent's Name:	Policy Type:
Phone:	Policy No.:
Address:	
Please obtain the required insurance and mail an original insura	nce certificate to:
City of Deadwood	
Attn: Finance Office	
102 Sherman Street	
Deadwood, SD 57732.	

# **General Business within the Event Complex**

1.	If you will be selling any items (tangible personal pro South Dakota Sales Tax Licenses. For information on 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 approvendors shall comply with Chapter 5.28 of the Deadwincluded within the guidelines and information pack limited to designated areas (as indicated on the Even unless otherwise approved by the Deadwood City Counderstand the laws related to general business and	wood Codified Ordinances. This Ordinance is set for reference. In addition, vendors will be nt Complex site plan) within the Event Complex ommission. As the event organizer you	
		Initials	_
3.	As the event organizer and the renter of the Event C proposed business activities (vendors or the event itse concession facility and the concessionaire provided to	elf) will not compete with products sold from the	
		Initials	
4.	The user acknowledges the City of Deadwood has corconcession spaces within the Deadwood Event Compconcessionaire and the concession space have been prorganizer/user of the Event Complex.	olex. The responsibilities in regards to the	
		Initials	_
Or	ganization:		
Na	ame:	Title:	
Sig	gnature:	Date:	
_			

# **Event Complex Sign and Banner Policy**

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

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:				
Cignatura	Date				

### **City of Deadwood Equipment and Services**

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

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

### **Equipment and Services Provided (Included in Rental Fees)**

### **Public Works Department**

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

### **Police Department**

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

### Equipment and Services upon Request and Availability with Cost (NOT Included in Rental Fees)

### **Public Works Department**

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

### Arena prep work including:

- o Additional grading, scarifying, compacting the Arena Surface after set-up of the event
- Pumping of water from the Arena Area
- o Additional Dirt or Sand for the Arena
- Fence panel installation and tear down
- Snow removal from or hauling snow into event complex
- o 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
- o Loader
- Dump Truck
- Skid Steer / Bobcat
- Sweeper (Large or Small)
- Bucket Truck
- Water Tank Truck

### **Police Department**

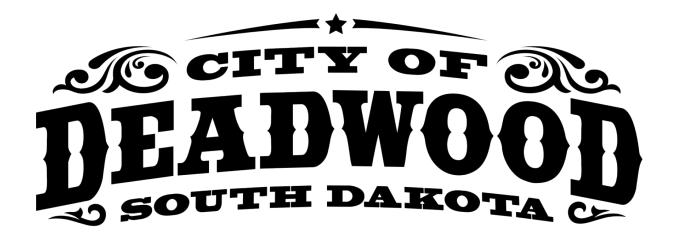
- Traffic Control Any traffic control assistance beyond what is provided with the use of the facility
- Security Services Security services shall be a request to the Chief of Police and the availability
  of personnel may prohibit this service from being provided.

### 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:	
3 References from a previ	equirements (If first time renter): ious event location in which you hosted an event art of your organization or event e complete information
The City of Deadwood may conta	act 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:
information attached hereto and incorpobligations in connection with use of the	nent and all of the attachments as well as the use guidelines and porated herein by this reference. I fully understand my rights and the Deadwood Event Complex.  IED UNTIL THE SIGNED FACILITY USE AGREEMENT AND FULL PAYMENT IS
Organization:	
Name:	Title:
Signature:	Date:
Daytime Phone Number:	
Date of your Event(s):	Group/Event Name:



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

Tuesday Night FREE COMMUNITY CONCERT - June 17, 2025

### Instructions:

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

Adopted October 7, 2024

# **EVENT INFORMATION**

☐ Run	□ Walk	☐ Bike Tour	☐ Bike Race	☐ Parade	■ Concert
☐ Street Fair	☐ Triathlon	☐ Other			
Event Title: Tuesday	√Night FREE	COMMUN	NITY CONCI	ERT - June	17, 2025
Event Date(s): June 1	7, 2025	Total	Anticipated Atten	dance: 1000	
	onth, day, year)		A THE PARCE A TREE IN		
		(# of <u>Participa</u>	nts 50	# of <u>Spectator</u>	<sub>s</sub> 950 )
Actual Event Hours: (fro	<sub>m:</sub> 7 pm	А	м/рм (to): <u>9 р</u>	om	AM / PM
Location / Staging Area:	Outlaw Squa	re			
Set up/assembly/constr	uction June 17		Start time: 2:3	30	AM / PM
Please describe the scop Production Load in			pecific details):		
Dismantle Date: June	17	Com <sub> </sub>	oletion time: 10	pm	AM / PM
List any street(s) requiring and time of re-opening:					and <u>time</u> of closing
<ul> <li>Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street.</li> <li>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.</li> <li>Any request involving 50 or more vehicles which would require an entire street closure from Wall Street to Deadwood Street will require security be provided at Deadwood Street and Main Street and Wall Street and Main Street to direct traffic.</li> <li>Additional security may be required at the discretion of the Event Committee.</li> </ul>					
		OPEN CO			
https://www.cityofdeadwood.com/planning/page/special-event-open-container-					
- luna 17		information		100	
Date: June 17	<u></u>	5 pm to 10	<u></u>	1 & 2	
Date:					
Date:					
Date:	·				
Date:	Times:		Zone:		

	AP	PLICANT AND S	PONSORING !	ORGANIZATION	INFORIVIATIO	JN
		Commercial (for profit)		Noncommercial (no	nprofit)	
Sponsor	ing Orga	nization:Outlaw Sq	quare			
Chief Off	ficer of O	rganization (NAME): $\underline{V}$	Vade Morris ak	a Bobby Rock		
Applicar	nt (NAME	:): Wade Morris a	aka Bobby Roc	k Business Phon	<sub>e:</sub> 605-210-17	80
Address	.703 M	ain St Deadwood	l, SD 57732			
				(city)	(state)	(zip code)
Daytime	phone:	605-717-6848	Evening Phone	e: <u>605-641-9162</u>	Fax #: ()	1
	behalf to	ofessional event orga o produce this event.		<b>vice provider</b> hired by y	ou that is author	ized to work
	Address:					
				(city)	(state)	(zip code)
Contact p	person " <b>o</b>	<b>n site</b> " day of event or fa	acility use Bobby	Rock	Pager/Cell #: 605	-641-9162
( <u>Note</u> : 1	Γhis perso	on must be in attenda	ince for the duratio	on of the event and imm	ediately available	e to city officials)
<u>REQUIR</u>	<u>ED</u> :			the Chief Officer of the ganizer to apply for this	_	
		FEI	ES / PROCEED	OS / REPORTING		
NO	YES	=	xemption Letter to	nprofit" organization? o this Special Event Pert, nonprofit status).	•	
	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:

This is	a spe	cial Tuesday Night FREE COMMUNITY CONCERT for everyone to
attend	d. In S	Support of SD Ag Summit & R Calf convention
Branc	don J	ones will be performing from 7 pm until 9 pm
We are	e requ	esting Deadwood St closure from 6 pm until 10 pm possible food truck
corn h	nole k	poards, games set up on Deadwood St.
		uesting Open Container for zones 1 & 2 from 5 pm to 10 pm
	OVE	RALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)
NO	YES	· · · · · · · · · · · · · · · · · · ·
		Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please proved your liquor
		liability insurance information to the last page of this application.
		Will Items or services be sold at the event? If <b>YES</b> , please describe:
		Band Merchandise
		Does this event involve a moving route of any kind along streets, sidewalks, or highways? If
		<b>YES</b> , 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 <b>YES</b> , attach a detailed site map showing all street impacted by the event.
		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:

<b>&gt;</b>	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:  Food truck possibly on site for 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.					
<b>&gt;</b>	Canopies or Tent Locations.  Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:  10' by 10' Set up and take down					
>	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: 8 Trash Containers w / lids: n/a					
	Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: Outlaw Square staff will handle clean up and trash removal					
	Other Related Event Components not covered above					

# SAFETY / SECURITY / ACCESSIBILITY

	w Square will handle internal security			itrol
	describe your Accessibility Plan for access at your was Square is ADA compliant	-	with disabilities:	
	RED: It is the applicant's responsibility to comply rements applicable to this event.	y with all City, Count	y, State and Federal Disa	bility Access
NO  Securit	YES  Have you hired any Professional Secent? If <b>YES</b> , please list: ty Organization: Badland Security		handle security arranger	nents for this
Securit	ry Organization Address: 11090 Snoma Roa	d - Belle Fourch	e, SD	
		(city)	(state)	(zip code)
Security	y Director (Name): Fritz Carlson	Bus	iness phone: 605-210-1	780
	Is this a night event? If <b>YES</b> , please state to ensure the safety of the participant Outlaw Square has lightning	its and spectators:	_	
Pleas	se indicate what arrangements you have made for	providing First Aid St	affing and Equipment?	
	Number <u>n/a</u> Ambulance(s) – How pro	vided?		
	Number <u>n/a</u> Emergency Medical Tech	nicians – How provid	ed?	
prope being which	ICANT specifically acknowledges and agrees tha erty located in or stored in or upon DEADWOOD goog sought and that DEADWOOD shall not be responded in the results from any cause or reason with regard to EADWOOD's property pursuant to approval of the Acknowledge.	o's property pursuan nsible for any damag ppersonal property o	t to the activity for whice or loss to or of APPLICA which which was approval is being sought	ch approval is NT's property red or located
DEAD	ICANT agrees to hold DEADWOOD harmless and DWOOD might have to pay to any person as a rest APPLICANT's use of the City property pursuant to acknowled in.	sult of property dam	age, personal injury or do vity for which approval is	eath resulting

# PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

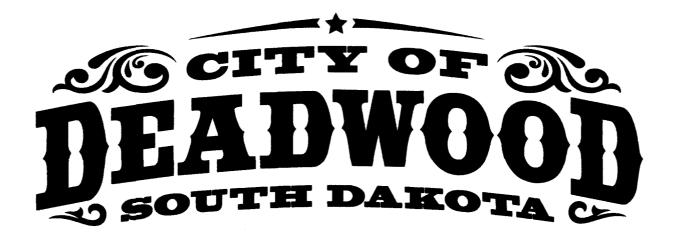
		e your plans to notify all residents, businesses and churches impacted by the event:  s and residents will be notified through public hearings							
	E	NTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES							
NO	YES	Are there any <b>musical entertainment</b> features related to your event or facilities rental? If <b>YES</b> , please state the number of bands and type of music.							
Numb	er of Stag	es: 1 Number of Bands: 1							
Туре с	of Music: 9	country rock							
		Will <b>sound amplification</b> be used? If <b>YES</b> , please indicate: Start Time: $\frac{7}{\text{AM}/\text{PM}}$ AM / PM — Finish Time: $\frac{9}{\text{AM}/\text{PM}}$							
		Will <b>sound check</b> be conducted prior to the event?  If <u>YES</u> , please indicate: Start Time: <u>4 pm</u> AM / PM – Finish Time: <u>4:30 pm</u> AM / PM  Please describe the sound equipment that will be used for your event:  Powerhouse Productions will provide sound equipment							
•		Will any fireworks, rockets or other pyrotechnics be used? If <b>YES</b> , 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 <b>YES</b> , please describe:							
		PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION							
NO	YES	Will the instruction of the control of the standard control of the							
Ш		Will this event be promoted, advertised or marketed in any manner? If <b>YES</b> , please describe:  Social media, posters, website							
NO	YES	Will there be any live media coverage during your event? If <b>YES</b> , please explain:							
	all event p	ublic inquiries and / or media inquiries for this event to:  / Rock PHONE: 605-641-9162							

# INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: H	ub International			
Agent's Name: Chris Roberts				
Business Phone: ()			Policy Type:	
Address: Spearfish, SD 577	83			
		(city)	(state)	(zip code)
For final permit approval, you	will need commercial ge	eneral liability	insurance that name	es "the City of
Deadwood, its officers, employe	es and agents" as an additio	nal insured. Ir	surance coverage mus	t be maintained
for the duration of the event.	Γο determine the amount o	of insurance co	overage necessary, ple	ase contact the
Finance Office at (605) 578-260	) – Fax # (605) 578-2084.			
The City must be named as an	"additional insured." Pleas	e obtain the r	equired insurance and	d mail an origina
insurance certificate to: City of	Deadwood, Finance Office,	102 Shermar	Street, Deadwood, SI	<u> 57732</u> .
			_	
	AFFIDAVIT OF	APPLICAN	Т	
Advance Cancellation Notice F	e <b>quired:</b> If this event is ca	ancelled, notif	y the Deadwood Polic	ce Department.
Otherwise, City personnel and e	quipment may be needless	ly dispatched.		
I certify that the information in	the foregoing application is	true and cor	rect to the best of my	knowledge and
belief and that I have read, unde	erstand and agree to abide	by the rules a	nd regulations governir	ng the proposed
Special Event and I understand	that this application is made	e subject to th	e rules and regulation	s established by
the City Commission of Deadwo	ood. I agree to abide by the	ese rules and	further certify that I, o	on behalf of the
organization, am also authorize	d to commit that organization	on, and theref	ore agree to be financi	ially responsible
for any cost and fees that may b	e incurred by or on behalf o	of the Event to	the City of Deadwood	l.
Name of Applicant (PRINT): Wa	de Morris	т	itle: Director	
		r	nata: 3/24/25	

(Signature of Applicant/Sponsoring Organization)



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

Deadwood Friday Farmers Market

### Instructions:

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

Adopted October 7, 2024

# **EVENT INFORMATION**

	Run	□ Walk	☐ Bike Tour	☐ Bike Race	□ Parade	☐ Concert			
	Street Fair	□ Triathlon	■ Other						
Event Title:	Deadwood	l Friday Farm	ers Market						
Event Date(s	Event Date(s): Fridays, Jun 20 - Sep 12 Total Anticipated Attendance: Varies								
	(moi	nth, day, year)							
			(# of <u>Participan</u>	nts	# of <u>Spectators</u>	)			
Actual Even	t Hours: (from	4pm	AN	м / РМ (to): <u>7</u> рп	n	AM / PM			
Location / S	taging Area: _	Gordon Park	The second secon						
Set up/asser	mbly/construc	tion Fridays, Ju	n 20 - Sep 12	_Start time: 1pr	n	AM / PM			
Please descr their vehic	ribe the scope le to park els	of your setup / as ewhere and retu	ssembly work (sp irn to set up the	ecific details): Ve ir booth	endor must ur	nload, move			
List any stre		closure as a resul		letion time: 8pm		AM / PM			
<ul> <li>Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street.</li> <li>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.</li> <li>Any request involving 50 or more vehicles which would require an entire street closure from Wall Street to Deadwood Street will require security be provided at Deadwood Street and Main Street and Wall Street and Main Street to direct traffic.</li> <li>Additional security may be required at the discretion of the Event Committee.</li> </ul>									
	OPEN CONTAINER								
htt	tps://www.	cityofdeadwoo	d.com/planni	ng/page/specia	al-event-open-	container-			
			information-						
Date:		Times:		Zone:	***************************************	-			
Date:		Times:							
Date:		Times:	-						
		Times:		Zone:		***************************************			
Date:		Times:		Zone:		-			

Adopted October 7, 2024

### **APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

		Commercial (for profit)	Noncommercial (nonprofit)				
Sponsor	ing Orga	nization: Deadwood Fa	armers Market Inc	/ MSI is providing	financial sup	port	
Chief Off	ficer of O	rganization (NAME): Vic	ki Dar				
Applicar	nt (NAME	:): Vicki Dar		Business Phon	e: (509-879-1	992	
		illiams St • Deadwood	•SD • 57732				
				(city)	(state)		(zip code)
Daytime	phone: (	509-879-1992	_ Evening Phone: (5	09-879-1992	Fax #: (	)	
		ofessional event organi o produce this event. N/A	zer or event service	<b>provider</b> hired by y	ou that is auth	orize	d to work
	Address					- \	(-t
				(city)	(state	2)	(zip co <b>de</b> )
Contact p	person " <b>o</b>	n site" day of event or faci	lity use Vicki Dar		Pager/Cell #: <u>5</u>	09-8	79-1992
(Note: 1	This pers	on must be in attendanc	e for the duration of	the event and imm	nediately availa	ble to	city officials)
REQUIRED:		Attach a written commente applicant or professionalf.	nunication from the	Chief Officer of the	organization w	vhich	authorizes
		FEES	/ PROCEEDS	REPORTING			
NO	YES	Is your organization a your IRS 501C Tax Exe and certifying your cur	mption Letter to thi	s Special Event Per	mit application		• •
		Are admission, entry, v					the
		We are a SD State Dome			IRS recognized		
		501c3 status. The S	D Nonprofit Certifi	cate is attached.			

# 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:

Farmer	s Mark	ket				
Fridays beginning June 20						
Gordor	Park					
Reques	st to wa	aive Vendor fees and Vendor signage				
Vendor	s sell	produce, canned goods, art & crafts and pre-made food items				
Each we	ek one	to three non-profits organizations will be on sight to promote their organizations				
	OVE	RALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)				
NO	YES					
		Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please proved your liquor liability insurance information to the last page of this application.				
		Will Items or services be sold at the event? If <b>YES</b> , please describe:				
		Does this event involve a moving route of any kind along streets, sidewalks, or highways? If <b>YES</b> , 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 <b>YES</b> , attach a detailed site map showing all street impacted by the event.				

Adopted October 7, 2024

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 7 or Beer Garden Areas.								
	Food Concession and / or Food Preparation Area(s).  Please describe how food will be served at the event:								
	Pre-made baked and food goods will be displayed and packaged								
	If you intend to cook food in the event area, please specify the method to be used:								
	GAS ELECTRIC CHARCOAL OTHER(SPECIFY): for warming and cooling								
>	First Aid Facilities and Ambulance locations.								
>	Tables and Chairs.								
>	Fencing, Barriers and / or Barricades.								
>	Generator Locations and / or Source of Electricity.								
>	Canopies or Tent Locations.  Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:  10' by 10' Set up and take down								
>	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: 0 Trash Containers w / lids: 0								
	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

N/A	describe y	our procedu	res for both <b>Cr</b>	owa Control and	internal Security: _		
	describe y are kept		•	•	•	h disabilities:	
			t's responsibil this event.	lity to comply w	ith all City, County, S	State and Federal Dis	ability Access
NO	YES		u hired any Pro f <b>YES</b> , please li		ty organization to ha	andle security arrange	ments for this
Securit	y Organiz	ation:	· · · · · · · · · · · · · · · · · · ·				
Securit	y Organiza	ation Addre	ss:		(city)	(state)	(zip code)
Security	/ Director (	Name):			Busine	ess phone: 509-879-1	992
NO	YES		-			surrounding area will	
Pleas	e indicate	what arrang	gements you ha	ave made for pro	oviding <b>First Aid Staf</b> l	ing and Equipment?	
	Numb	er 0	Ambulance	(s) – How provid	ed?		
	Numb	er 0	Emergency	Medical Technic	ians – How provided	?	
prop being which	erty locat g sought a h results f	ed in or sto nd that DEA rom any cau	red in or upon DWOOD shall use or reason w	n DEADWOOD's not be responsil with regard to pe approval of the a	property pursuant t ple for any damage c rsonal property own	onsible for any dama to the activity for whor loss to or of APPLIC ned by APPLICANT sto proval is being sough nitial: VD	ich approval is ANT's property ored or located
DEAD	OWOOD m	night have to	o pay to any pe	erson as a result ty pursuant to a	of property damag	OD from any sums of e, personal injury or cy for which approval ial: VD	death resulting

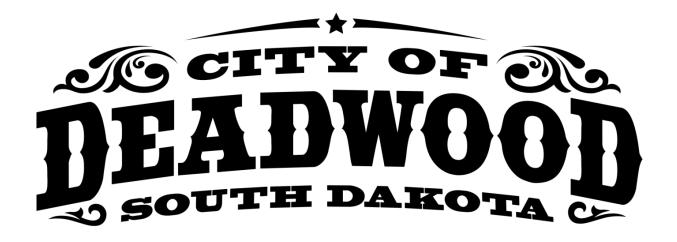
# PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

NO	YES	And there are received antental mount features related to your quant or facilities reptaid If VEC
		Are there any <b>musical entertainment</b> features related to your event or facilities rental? If <b>YES</b> please state the number of bands and type of music.
Numb	er of Stag	es: Number of Bands:
Туре с	of Music:	
		Will <b>sound amplification</b> be used?  If <b>YES</b> , please indicate: Start Time:AM / PM – Finish Time:AM / PM
		Will <b>sound check</b> be conducted prior to the event?  If <b>YES</b> , 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 <b>YES</b> , please describe:  Banners day of
		PROMOTION / ADVERTISING / MARKETING / INTERNET
		INFORMATION
NO	YES	Will this event be promoted, advertised or marketed in any manner? If <b>YES</b> , please describe:
		Social media, posters, emails, city and chamber news
NO	YES	Will there be any live media coverage during your event? If <b>YES</b> , please explain:

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Co	mpany:				
Agent's Name:			, 2722		
Business Phone: (	1	Policy Number:	- Marine	Policy Type:	
Address:					
			(city)	(state)	(zip code)
For final permit app Deadwood, its officers for the duration of th Finance Office at (605	s, employees and ag se event. To detern	gents" as an addition mine the amount of	al insured. Insura	nce coverage must	be maintained
The City must be nar insurance certificate t	o: City of Deadwoo		102 Sherman Stre		
Advance Cancellation Otherwise, City perso			•	e Deadwood Police	e Department.
I certify that the inforbelief and that I have Special Event and I un the City Commission organization, am also for any cost and fees	read, understand anderstand that this of Deadwood. I agrauthorized to comment	nd agree to abide by application is made ree to abide by thes mit that organization	y the rules and rep subject to the rul se rules and furth n, and therefore a	gulations governin es and regulations er certify that I, o gree to be financia	g the proposed s established by n behalf of the ally responsible
Name of Applicant (Pl	RINT): Vicki Dar		Title:	President/Volunt	teer
1/1/1/2	TOTAN			3.242	
(Signature of Applicant/	Sponsoring Organization	on)		•	



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

Bev's Poker Run - June 22, 2025

### 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**

	□Run	□Walk	☐Bike Tour	☐Bike Race	□Parade	□Concert			
	☐Street Fair	□Triathlon	■Other						
Event Tit	Event Title: Bev;s Poker Run - June 22, 2025								
Event Da	te(s): June 22		Total	Anticipated Atten	dance: <u>50-100</u>				
	(m	onth, day, year)	(# of Participa	<sub>nts</sub> 50-100	# of <u>Spectators</u>	)			
Actual Ev	ent Hours: (fro	<sub>m:</sub> 5 pm				, AM / PM			
		Saloon #10 -				·			
						AM / PM			
Please de	escribe the scop	be of your setup /	assembly work (s	pecific details):					
Dismantle	e Date:		Com	oletion time:		AM / PM			
Cat and				I		adatus af alasis a			
	of re-opening:				me(s), day, date ar				
>	Any request inv	olving 25 or less mo	otor vehicles will util	ize Deadwood Stree	t and will be barricac	led at both			
	ends of Deadw	_							
>		_		ing motorcycles) - w	ill park on the north	side of Main			
>		vill not require stree volving 50 or more v		ld require an entire	street closure From	Wall Street to			
		_			t and Wall Street and				
>	Additional secu	irity maybe required	dat the discretion o	f the Event Committe	ee.				
			OPEN CO	NTAINER					
ŀ	nttps://www	.citvofdeadwo			ial-event-open	-container-			
			information						
Date:		Times	S:		·				
			S:						
			S:		:				
Date: _			s:		:				
Date: _		Times	S:		:				

Adopted June 1, 2023

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION Commercial (for profit) ■ Noncommercial (nonprofit) Sponsoring Organization: Saloon #10 Chief Officer of Organization (NAME): Clay Sprague Applicant (NAME): Clay Sprague Business Phone: (605 )591-9765 Address: (city) (state) (zip code) Daytime phone: (605) 591-9765 Evening Phone: ( ) same 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. (city) (state) (zip code) Contact person "on site" day of event or facility use Clay Sprague Pager/Cell #: 605-591-9765 (Note: This person must be in attendance for the duration of the event and immediately available to city officials) **REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf. FEES / PROCEEDS / REPORTING NO YES Is your organization a "Tax Exempt, nonprofit" organization? If YES, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status). Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s): \_\_\_\_\_\_

# OVERALL EVENT DESCRIPTION: ROUTE MAP/ SITE DIAGRAM/ SANITATION

Please provide a detailed description of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event: Bev's Poker Run is the Annual Motorcycle event that is a fund raiser for Relay For Life Requesting Motorcycle parking on June 22, 5 pm until 10 pm from Lee St. to Wall St as the last part of the event takes place in the Saloon #10 - 657 Main St Bike Parking will be on East side of Main St. only. **OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)** NO YES Does the event involve the sale or use of alcoholic beverages? If YES, please proved your liquor liability insurance information to the last page of this application. Will Items or services be sold at the event? If **YES**, please describe: \_\_\_\_ Does this event involve a moving route of any kind along streets, sidewalks, or highways? If YES, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. Does this event involve a fixed venue site? If YES, attach a detailed site map showing all street

Adopted June 1, 2023

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.						
	Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: $N/A$						
	Other Related Event Components not covered above. N/A						

# SAFETY / SECURITY / ACCESSIBILITY

Please	describe y	our proce	dures for bot	th Crowd Co	ntrol and Int	ernal Security	: <u>N/A</u>		
Please	describe y	our Acces	sibility Plan f	or access at	your event b	y individuals w	vith disabilit	ies: N/A	
			ant's respons to this event	-	omply with a	ll City, County	, State and I	Federal Dis	ability Access
NO  Securit	YES  Tv Organiz	event?	If <b>YES</b> , pleas	se list:		ganization to h			ements for this
Securi	ty Organiz	ation Add	ress:			(city)		(state)	(zip code)
Securit	y Director (	Name):				Busin	ess phone: _		
NO	YES		_	-				_	be illuminated
Pleas	se indicate	what arra	ngements yo	ou have mad	le for providi	ng <b>First Aid St</b> a	affing and E	quipment?	
	Numb	oer	Ambula	nce(s) – Hov	v provided? _				
	Numl	oer	Emerge	ncy Medical	Technicians	– How provide	ed?		
prop being whic	erty locat g sought a h results f	ed in or st nd that DE rom any ca	ored in or up ADWOOD shause or reaso	pon DEADW nall not be re on with rega to approval	OOD's proposible for rd to person of the activity	erty pursuant r any damage	to the action or loss to or loss	vity for wh of APPLICA PLICANT sto	ge to personal ich approval is ANT's property ored or located therein.
DEA	OWOOD n	night have	to pay to an	y person as perty pursua	a result of pa ant to approv	roperty dama	ge, persona ity for which	l injury or o	money which death resulting is being sought

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

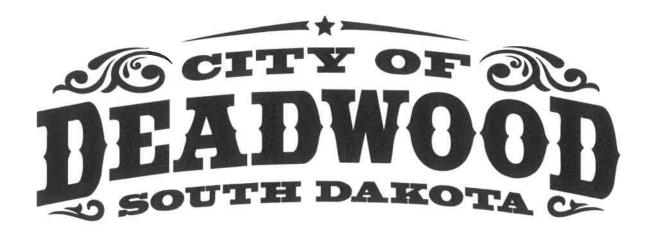
Please describe your plans to notify all residents, businesses and churches impacted by the event: Residents and businesses will be notified through Public Hearing Notifications **ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES** NO YES Are there any musical entertainment features related to your event or facilities rental? If YES, П please state the number of bands and type of music. Number of Bands: Number of Stages: Type of Music: П 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 <u>YES</u>, 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 П 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: П PROMOTION / ADVERTISING / MARKETING / INTERNET **INFORMATION** NO YES Will this event be promoted, advertised or marketed in any manner? If YES, please describe: Posters and social media NO YES П 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: \_\_\_\_\_\_phone: 605-591-9765 NAME: Clay Sprague

## **INSURANCE REQUIREMENTS/LIQUOR LIABILITY**

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

Name of Insurance Co	ompany:				
Agent's Name:					
Business Phone: (	)	Policy Number:		Policy Type:	
Address:					
			(city)	(state)	(zip code)
Deadwood, its officer for the duration of th	s, employees ne event. To	will need commercial g s and agents" as an additi determine the amount – Fax # (605) 578-2084.	onal insured. Insur	ance coverage m	ust be maintained
•		additional insured." Plea eadwood, Finance Office AFFIDAVIT OF	, 102 Sherman Str		_
		quired: If this event is output the second of the second o		he Deadwood Po	olice Department.
belief and that I have Special Event and I ur the City Commission organization, am also	read, unders nderstand th of Deadwoo authorized t	ne foregoing application stand and agree to abide at this application is maded. I agree to abide by the commit that organizat incurred by or on behalf	by the rules and r de subject to the ru nese rules and furt ion, and therefore	egulations goverrules and regulation in the certify that I, agree to be finar	ning the proposed ons established by , on behalf of the ncially responsible
Name of Applicant (P	RINT): Clay	Sprague	Title	:	
			Date	<sub>e:</sub> 3/25/25	

(Signature of Applicant/Sponsoring Organization)



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

Mr. Wu's Wong Weekend

### Instructions:

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

Adopted October 7, 2024

## **EVENT INFORMATION**

	Run	□ Walk	☐ Bike Tour	☐ Bike Race	□ Parade	□ Concert	
	Street Fair	☐Triathlon	■ Other				
Event Title	. Mr. Wu's \	Wong Weeke	end				
						-	
Event Date	Event Date(s): June 26th, 27th, 28th 2025 Total Anticipated Attendance:						
	(mc	onth, day, year)	(# of Participa	nts	# of Spectator	rs )	
		2:00 DM					
	nt Hours: (from			M / PM (to): 9:0	UFIVI	AM / PM	
Location /	Staging Area:	Mr. Wu's, 560	Main Street				
Set up/ass	embly/constru	ction		Start time:		AM / PM	
Please des	cribe the scope	of your setup /	assembly work (s	pecific details); CI	ninese Dancers	in the street for a	
max of 15	5 minutes, 3 ti	mes each day.	June 26, 27, 28	8th of June 2025			
2							
Dismantle	<sub>Date:</sub> June 2	8th	Com	pletion time: 9:00	) PM	AM / PM	
						1	
List any sti	reet(s) requiring	g closure as a res Vill Provide ten	sult of this event.	nute pauses in	ne <u>(s), day, date</u> : traffic on Mai	and <u>time</u> of closing in St	
and time t	n re-opening.	······································	inporury to im	rate paaces in	truirie on ivia		
>	Any request invo ends of Deadwo	-	tor vehicles will util	ize Deadwood Stree	t and will be barrica	ded at both	
>			vehicles (not includ	ing motorcycles) will	park on the north	side of Main	
	,	l not require stree					
>				d require an entire s Iwood Street and Ma			
	Street to direct t		y be provided at Deak	awood Street and wi	an otrectand tran	Server and mon	
>							
			OPEN CO	NTAINER			
Ь	ttnc://wnana	cityofdeadwo	Militaria con	ning/page/spec	ial-event-oner	-container-	
= <u>11</u>	ictps.// va va va	cityorucauwc	information		idi eveni opei	· container	
Date.		Time	s:				
			s:				
			s:				
			s:				
				Zone:			
Date			-				

Adopted October 7, 2024

	API	PLICANT AND SPONSOR	ING ORGANIZATION	INFORMATION		
Commercial (for profit)		Commercial (for profit)	Noncommercial (nonprofit)			
Sponsorir	ng Orgar	nization:Mr. Wu's				
Chief Offic	cer of Or	ganization (NAME): Bart Hamm				
Applicant	(NAME	): Mr. Wu's / Bart Hamm	Business Pho	ne: ( 605 ) 717-2598		
Address:	560 Ma	in Street	Deadwood	SD 57732		
			(city)	(state) (zip co	de)	
Daytime p	hone: (	605 390-8525 Evening	g Phone: ( <u>605</u> ) 390-8525	Fax #: ()		
on your b	ehalf to	ofessional event organizer or every produce this event.		you that is authorized to w	vork	
•	<b>.</b>					
Address: (city) (state) (z				(state) (zip co	ode)	
Contact pe	erson " <b>o</b> r	site" day of event or facility use <u>Ji</u>		_Pager/Cell #: _605-591-93	•	
( <u>Note</u> : Th	iis perso	n must be in attendance for the	duration of the event and im	mediately available to city	officials)	
		Attach a written communication the applicant or professional evbehalf.				
		FEES / PRO	CEEDS / REPORTING			
NO	YES	Is your organization a "Tax Exempt, nonprofit" organization? If YES, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).				
	Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s):					

# OVERALL EVENT DESCRIPTION: ROUTE MAP/ SITE DIAGRAM/ SANITATION

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

Temp	porary	traffic pauses on Main St. on June 26, 27, and 28th to allow dancers and spectators
to saf	ely mo	ove into Main St during performances of Chinese dancers.
Ideal	times	would be 4pm, 6pm, and 8pm but willing to be flexible to work around the Deadwo
Aliv	e Shoc	ot Outs
	OVE	RALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)
NO	YES	
		Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please proved your liquor liability insurance information to the last page of this application.
		nability insurance information to the last page of this application.
		Will Items or services be sold at the event? If YES, please describe:
=		Does this event involve a moving route of any kind along streets, sidewalks, or highways? If
		YES, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.
_		2 is were about a supplied to the supplied the supplied the supplied the supplied the supplied to the supplied
	Ш	Does this event involve a fixed venue site? If <b>YES</b> , attach a detailed site map showing all street impacted by the event.

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

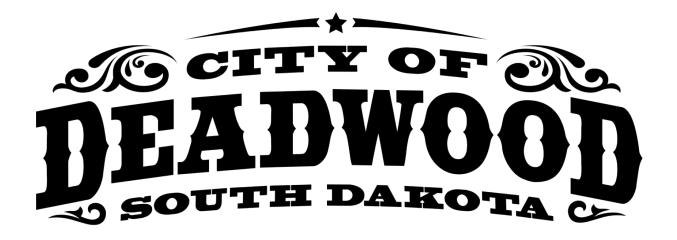
>	Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.					
>	Food Concession and / or Food Preparation Area(s).  Please describe how food will be served at the event:					
	If you intend to cook food in the event area, please specify the method to be used:					
	GAS ELECTRIC CHARCOAL OTHER(SPECIFY):					
<b>&gt;</b>	First Aid Facilities and Ambulance locations.					
>	Tables and Chairs.					
>	Fencing, Barriers and / or Barricades.					
<b>&gt;</b>	Generator Locations and / or Source of Electricity.					
>	Canopies or Tent Locations.  Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:  10' by 10' Set up and take down					
<b>A</b>	Booths, Exhibits, Displays or Enclosures.					
>	Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.					
<b>A</b>	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

		e security and assist with traffic pauses
		our Accessibility Plan for access at your event by individuals with disabilities:Sidewalks will be ectators.
		he applicant's responsibility to comply with all City, County, State and Federal Disability Access oplicable to this event.
NO  Securit	YES  Ty Organiz	Have you hired any Professional Security organization to handle security arrangements for this event? If <b>YES</b> , please list:
Securit	y Organiza	tion Address: (city) (state) {zip code}
Securit	/ Director (	Name): Jim Smitt Business phone: 605 717-2598
NO	YES	Is this a night event? If <b>YES</b> , please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators:
Pleas		what arrangements you have made for providing <b>First Aid Staffing</b> and <b>Equipment</b> ?  erAmbulance(s) – How provided?
	Numb	erEmergency Medical Technicians – How provided?
prop being whic	ICANT spe erty locate g sought a h results f	cifically acknowledges and agrees that it shall be solely responsible for any damage to personal ed in or stored in or upon DEADWOOD's property pursuant to the activity for which approval is and that DEADWOOD shall not be responsible for any damage or loss to or of APPLICANT's property om any cause or reason with regard to personal property owned by APPLICANT stored or located D's property pursuant to approval of the activity for which approval is being sought herein.  Acknowledge acceptance with initial:
DEA	OWOOD m	ees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money which ight have to pay to any person as a result of property damage, personal injury or death resulting T's use of the City property pursuant to approval of the activity for which approval is being sought

# PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

	E	NTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES
0	YES	Are there any <b>musical entertainment</b> features related to your event or facilities rental? If <b>YES</b> , please state the number of bands and type of music.
umbe	er of Stag	es: Number of Bands:
pe o	f Music: _	
		Will <b>sound amplification</b> be used?  If <u>YES</u> , 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
	YES	Will this event be promoted, advertised or marketed in any manner? If YES, please describe:
0	YES	Will there be any live media coverage during your event? If YES, please explain:



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

Park West/Jacobs Gallery Free Concert June 28, 2025

### 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**

□R	Run	□ Walk	☐ Bike Tour	$\square$ Bike Race	☐ Parade	■ Concert	
□s	treet Fair	☐ Triathlon	☐ Other				
Event Title: Park West/Jacobs Gallery Free Concert June 28, 2025  Event Date(s): June 28, 2025  Total Anticipated Attendance: unknown							
Event Date(s	(month, day, year)						
	(	icii, day, year,	(# of <u>Participa</u>	nts	# of <u>Spectator</u>	's)	
	Hours: (from:			M / PM (to): 10	) pm	AM / PM	
Location / St	aging Area: C	outlaw Squa	re				
Set up/asser	nbly/construc	tion June 28		Start time: 9	am	AM / PM	
		of your setup / as equipment ar					
Dismantle Da	<sub>ate:</sub> June 2	8	Comp	oletion time: 11	pm	AM / PM	
		closure as a resu eadwood St, .			ame(s), day, date	and <u>time</u> of closing	
	ny request involv nds of Deadwoo		r vehicles will utili	ze Deadwood Stre	et and will be barrica	ded at both	
		ving 25-50 motor ve not require street (		ng motorcycles) w	ill park on the north s	ide of Main	
➤ Ar De	ny request invol	ving 50 or more vel will require security b	nicles which would		street closure from lain Street and Wall		
		arric. y may be required a	at the discretion o	f the Event Commit	tee.		
			OPEN COI	NTAINER			
<u>htt</u>	ps://www.	cityofdeadwoo	d.com/plann	ing/page/spe	cial-event-oper	ı-container-	
			information				
Date: Ju	ne 28, 20	25 Times:	12 pm - 10	) pm Zone	: 1 & 2		
<u></u>					::		
					::		
					::		
Date:		Times:		Zone	::		

	AP	PLICANT AND S	PONSORING O	KGANIZATION	INFORIVIATIO	אוכ
		Commercial (for profit)		Noncommercial (no	nprofit)	
Sponsor	ing Orga	<sub>nization:</sub> Outlaw Sq	quare/Jacobs Ga	allery/Park West		
Chief Off	ficer of O	rganization (NAME): $\underline{V}$	Vade Morris aka	Bobby Rock		
Applicar	nt (NAME	:): Wade Morris a	ıka Bobby Rock	Business Phone	e: 605-210-17	10
Address	703 M	ain St Deadwood	l, SD 57732			
				(city)	(state)	(zip code)
Daytime	phone:	605-717-6848	Evening Phone:	605-641-9162	Fax #: ()	
	behalf to	ofessional event orga o produce this event.		<b>ce provider</b> hired by y	ou that is authori	zed to work
	Address:			(city)	(state)	(zip code)
Contact p	oerson " <b>o</b>	<b>n site</b> " day of event or fa	acility use Bobby R		Pager/Cell #: <u>605</u> -	
( <u>Note</u> : ⊺	This perso	on must be in attenda	nce for the duration	of the event and imm	ediately available	to city officials)
<u>REQUIRED</u> :		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.				
		FEI	ES / PROCEEDS	6 / REPORTING		
NO	YES	=	xemption Letter to	profit" organization? I this Special Event Per nonprofit status).		
Are admission, entry, vendor of purpose and provide amount(s				· ·		n the

# OVERALL EVENT DESCRIPTION: ROUTE MAP/ SITE DIAGRAM/ SANITATION

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

This a fr	ree co	oncert in conjunction with Jacobs Gallery/Park West Gallery event that
will be	taki	ng place in Deadwood.
The co	once	rt will begin at 8 pm
The sh	ow w	rill be open to the public as General Admission with an area set
aside	spec	rifically for Jacobs/Park West attendees.
Reques	sting t	he closure of Deadwood St from Main St. to Pioneer Way 5 - 11 pm
Outlaw	Squa	are is requesting special event temporary beer & wine license as
Jacobs/	/Park	West attendees will be served beer or wine during event in designated
area		
If need	d be	Jacobs Gallery license will be used.
	OVE	RALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)
NO	YES	
		Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please proved your liquor
		nability insurance information to the last page of this application.
		Will Items or services be sold at the event? If YES, please describe:
		Does this event involve a moving route of any kind along streets, sidewalks, or highways? If
		provide written narrative to explain your route.
		Departities are and installed a fine design with 2 (5 ME).
	•	impacted by the event.
	YES	Does the event involve the sale or use of alcoholic beverages? If YES, please proved your liquod liability insurance information to the last page of this application.  Will Items or services be sold at the event? If YES, please describe:  Does this event involve a moving route of any kind along streets, sidewalks, or highways?  YES, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.  Does this event involve a fixed venue site? If YES, attach a detailed site map showing all street.

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:

	If yo	u intend t	o cook food ir	the event area,	please sp	ecify the method	I to be used:	
	G	AS	ELECTRIC	CHARCOAL		OTHER(SPECIFY):		
	First Aid Facilit	ies and A	mbulance loca	ations.				
	Tables and Cha	airs.						
>	Fencing, Barrio	ers and / o	or Barricades.					
>	Generator Loc	ations and	d / or Source o	of Electricity.				
	City of Dead 10' by 10' S 20' by 30' S	with App wood: Set up a: Set up a:	oroved Speci nd take dov nd take dov	vnvn		nd amended by		.\$200.00 .\$400.00
	Booths, Exhibi	ts, Display	s or Enclosure	es.				
	Scaffolding, Bl	eachers, F	Platforms, Stag	ges, Grandstand	or Relate	ed Structures.		
	Vehicles and /	or Trailer	·s.					
		nust prop upon con	erly dispose o	event, the area	must be	oughout the term returned to a cle ntainers w / lids: (	ean condition.	and -
						bage during and nd removal of		

# SAFETY / SECURITY / ACCESSIBILITY

	w Square will handle				
	describe your Accessibility P w Square is ADA acce	secible	-	vith disabilities:	
	RED: It is the applicant's res ements applicable to this e		ith all City, County	, State and Federal Disa	ability Access
NO  Securit	YES  Have you hired event? If <b>YES</b> , y Organization: Badlands	please list:		handle security arrange	
Security	y Organization Address: 11	090 Snoma Road	Belle Fourche,	SD	
			(city)	(state)	(zip code)
Security	Director (Name): Fritz Ca	rlson	Bus	iness phone: <u>605-210-</u>	1710
Ш		fety of the participants	and spectators:	d surrounding area will	
Pleas	e indicate what arrangemen	ts you have made for pr	oviding <b>First Aid St</b>	affing and Equipment?	
	Number n/aAm	bulance(s) – How provid	ed?		
	Number <u>n/a</u> Em	ergency Medical Techni	cians – How provid	ed?	
prope being which	CANT specifically acknowled erty located in or stored in sought and that DEADWOO results from any cause or a EADWOOD's property pursu	or upon DEADWOOD's DD shall not be responsi reason with regard to pount to approval of the	property pursuan ble for any damage ersonal property o	t to the activity for whe or loss to or of APPLICA wned by APPLICANT storage proval is being sough	ich approval is ANT's property ored or located
DEAD	CANT agrees to hold DEAL WOOD might have to pay t APPLICANT's use of the City n.	o any person as a resul property pursuant to a	t of property dama	age, personal injury or o	death resulting

# PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

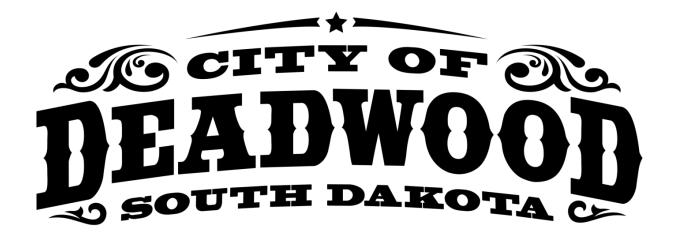
	_	
	E	NTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES
	YES	Are there any <b>musical entertainment</b> features related to your event or facilities rental? If <b>YES</b> , please state the number of bands and type of music.
Numbe	er of Stag	es: 1 Number of Bands: 1
Гуре о	f Music:	Classic Rock
		Will <b>sound amplification</b> be used?  If <b>YES</b> , please indicate: Start Time: 6 pmAM / PM – Finish Time: 10 pmAM / PM
		Will <b>sound check</b> be conducted prior to the event?  If <b>YES</b> , please indicate: Start Time: 3 pmAM / PM – Finish Time: 4 pmAM / PM  Please describe the sound equipment that will be used for your event:  Powerhouse Production will be provided stage production
▣		Will any fireworks, rockets or other pyrotechnics be used? If <b>YES</b> , 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 <b>YES</b> , please describe:
		PROMOTION / ADVERTISING / MARKETING / INTERNET
		INFORMATION
00	YES	Will this event be promoted, advertised or marketed in any manner? If <b>YES</b> , please describe: social media
<b>■</b>	YES	Will there be any live media coverage during your event? If <b>YES</b> , please explain:

# INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: <u>Hu</u>	b International			
Agent's Name: Chris Roberts				
Business Phone: ()	Policy Number:		Policy Type: _	
Address:				
		(city)	(state)	(zip code)
For final permit approval, you	will need commercial gen	eral liability	insurance that name	mes "the City of
Deadwood, its officers, employees	and agents" as an addition	al insured. Ir	nsurance coverage m	ust be maintained
for the duration of the event. To	determine the amount of	insurance c	overage necessary, p	lease contact the
Finance Office at (605) 578-2600 -	- Fax # (605) 578-2084.			
The City must be named as an "a	additional insured." Please	obtain the i	required insurance a	nd mail an original
insurance certificate to: City of De			•	_
	<b>AFFIDAVIT OF A</b>	PPLICAN	т	
Advance Cancellation Notice Re	quired: If this event is can	celled, noti	fy the Deadwood Po	olice Department.
Otherwise, City personnel and equ	uipment may be needlessly	dispatched.	•	·
I certify that the information in th	ne foregoing application is t	rue and cor	rect to the best of m	ny knowledge and
belief and that I have read, under	stand and agree to abide by	the rules a	nd regulations govern	ning the proposed
Special Event and I understand th	at this application is made	subject to th	ne rules and regulation	ons established by
the City Commission of Deadwoo	d. I agree to abide by thes	e rules and	further certify that I	, on behalf of the
organization, am also authorized	to commit that organization	, and there	fore agree to be finar	ncially responsible
for any cost and fees that may be	incurred by or on behalf of	the Event to	the City of Deadwoo	od.
Name of Applicant (PRINT): Wad	e Morris aka Bobby R	ock t	itle: Director	
-			Date: 2/25/25	

(Signature of Applicant/Sponsoring Organization)



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

Weekend Freedom Concert - Outlaw Square - July 5, 2025

### 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**

□Run □V	Valk	☐Bike Tour	☐Bike Race	□Parade	Concert
□Street Fair □T	riathlon	□Other			
Event Title: Weekend Fr	eedom C	Concert Jul	y 5, 2025		
Event Date(s): July 5, 202	25	Total	Anticipated Attend	dance: 2500	
(month,	day, year)	(# of <u>Participa</u>		# of <u>Spectato</u>	2450
0					<u>rs</u> = 100
Actual Event Hours: (from: $8$			M / PM (to): 10	pm	AM / PM
Location / Staging Area: Out	law Squa	are			
Set up/assembly/construction	July 5		Start time: 7 a	am	AM / PM
Please describe the scope of you Load in of Stage produ					
Dismantle Date: July 6		Com	oletion time: 12	am	AM / PM
List any street(s) requiring closs and time of re-opening: Deac					
Requesting use of Sieve					July 0, 12 am
<ul> <li>Any request involving ends of Deadwood Str</li> <li>Any request involving Street, which will not</li> <li>Any request involving Shine Street and secur direct traffic.</li> <li>Additional security ma</li> </ul>	eet. 25-50 motor vo require street 50 or more ve rity must be pro	ehicles (not includ closure. hicles (which wou ovided at Shine St	ing motorcycles) - w Id require an entire reet and Main Street	rill park on the nort street closure Fron and Wall Street an	h side of Main m Wall Street to
		OPEN CO	NTAINER		
https://www.cityo	<u>ofdeadwoo</u>			<u>ial-event-ope</u>	n-container-
ll. 5 0005		information		4 0 0	
Date: July 5, 2025		5 pm until	<del></del>	1 & 2	
Date:				:	
Date:				: 	
Date:				: 	
Date:	Times:		Zone:	:	

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION Commercial (for profit) ■ Noncommercial (nonprofit) Sponsoring Organization: Outlaw Square Chief Officer of Organization (NAME): Wade Morris aka Bobby Rock Applicant (NAME): Wade Morris aka Bobby Rock Business Phone: (605 Address: Deadwood, SD (city) (state) (zip code) Daytime phone: (605 ) 717-6848 Evening Phone: (605) 641-9162 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: Deadwood, SD (city) (state) (zip code) Contact person "on site" day of event or facility use $\underline{Bobb}y\ Rock$ Pager/Cell #: 605-641-9162 (Note: This person must be in attendance for the duration of the event and immediately available to city officials) **REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf. FEES / PROCEEDS / REPORTING NO YES Is your organization a "Tax Exempt, nonprofit" organization? If YES, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status). Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s): No admission fee - FREE Concerts

# 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: Outlaw Square is hosting a 1 day Freedom Weekend Concert event featuring 1 Headline band - This will be a FREE show Concert will take place on Saturday July 5, 8 pm to 10 pm Requesting Deadwood St. closure from Main to Pioneer Way July 5, 7 am until July 6, 12 am -Will need to request Siever street closure on July 5, 6 am to July 6, 12 am if needed Requesting Open Container for zones 1 & 2 on July 5, 5 pm until 10 pm Deadwood Chamber event cups will be used by participating businesses. **OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)** NO YES Does the event involve the sale or use of alcoholic beverages? If YES, please proved your liquor х liability insurance information to the last page of this application. П Will Items or services be sold at the event? If YES, please describe: \_\_\_ x Band Merchandise, tshirts, cd's, stickers etc. х 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. П 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: Outlaw Square staff will handle clean up and trash collection each night and dumping it in trash					
	bins at city garage					
	Other Related Event Components not covered above.					

# SAFETY / SECURITY / ACCESSIBILITY

				utlaw Square				ed by private	e security firm.
			bility Plan for compliant	•	•		luals with disab		
		the applicar pplicable to	=	bility to comp	ply with al	City, Co	ounty, State an	nd Federal Dis	ability Access
NO   Securi	YES  k  ty Organiz	event? I	u hired any P f <b>YES</b> , please lands Secu	e list:	ecurity org	anizatio	on to handle se	curity arrango	ements for this
Securi	ty Organiz	ation Addre	ss: 1109 S	noma Roa	d, Belle l	Fourch	ne, SD		
	, 0					(city)		(state)	(zip code)
Securit	y Director	Name): Frit	z Carlson				Business phone	e: <u>605-210-</u>	1780
NO	YES	to ensure	the safety of	the participa	nts and sp	ectators	nt and surround s: on to illumin		
Pleas							Aid Staffing and	l Equipment?	
							nent Health rovided? Mon	ument Hea	
prop bein whic	LICANT sperty locat g sought a h results f	ecifically ack ed in or sto nd that DEA from any cau	knowledges a red in or upo DWOOD sha ise or reason	and agrees the point DEADWOO all not be responsitely with regard of popproval of	nat it shall DD's prope onsible for to persona the activit	be sole erty purs any da il prope y for wh	ely responsible suant to the a	for any dama ctivity for who or of APPLICA APPLICANT sto s being sough	ge to personal lich approval is ANT's property ored or located
DEA	DWOOD n	night have to	pay to any	person as a r erty pursuant	esult of pr	operty of	damage, perso	nal injury or o	f money which death resulting is being sought

# PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

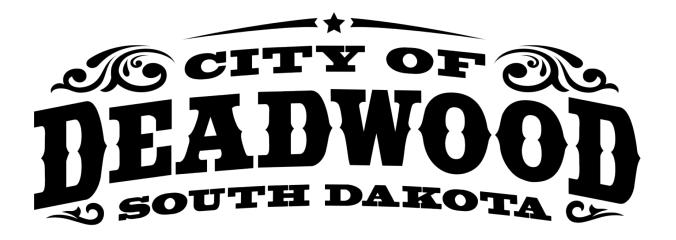
		e your plans to notify all residents, businesses and churches impacted by the event:and businesses will be notified through city public hearing notices
	E	NTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES
NO	YES	Are there any <b>musical entertainment</b> features related to your event or facilities rental? If <b>YES</b> , please state the number of bands and type of music.
Numb	er of Stag	Number of Bands: 1 each day
Type c	of Music: \	variety
	X	Will <b>sound amplification</b> be used?  If <b>YES</b> , please indicate: Start Time: 6 pmAM / PM – Finish Time: 10 pmAM / PM
	x	Will <b>sound check</b> be conducted prior to the event?  If <u>YES</u> , please indicate: Start Time: 4 pmAM / PM – Finish Time: 5 pmAM / PM
		Please describe the sound equipment that will be used for your event:  Powerhouse sound is our sound & lighting production company
x		Will any fireworks, rockets or other pyrotechnics be used? If <b>YES</b> , please attach a copy of your permit (issued by the State Fire Marshall's office) to this application.
	х	Are any signs, banners decorations or special lighting be used? If <b>YES</b> , please describe:stage lighting
		PROMOTION / ADVERTISING / MARKETING / INTERNET
		INFORMATION
NO	YES ×	Will this event be promoted, advertised or marketed in any manner? If <b>YES</b> , please describe: radio, newpaper, social media
NO ×	YES	Will there be any live media coverage during your event? If <b>YES</b> , please explain:
	all event p	oublic inquiries and / or media inquiries for this event to:  V Rock  PHONE: 605-641-9162

# **INSURANCE REQUIREMENTS/LIQUOR LIABILITY**

 $\textbf{REQUIRED}: \ Insurance \ for \ your \ event \ will \ be \ required \ before \ final \ permit \ approval.$ 

Name of Insurance Company: Hub Internation	nal - Lloyds of Londo	on	
Agent's Name: Chris Robers			
	Number:	Policy Type: C	ommerical Liability
Address:Deadwood, SD			
	(city)	(state)	(zip code)
For final permit approval, you will need com Deadwood, its officers, employees and agents" as for the duration of the event. To determine the Finance Office at (605) 578-2600 – Fax # (605) 57	an additional insured. In amount of insurance co	surance coverage m	ust be maintained
The City must be named as an "additional insu insurance certificate to: City of Deadwood, Finar AFFIDA		Street, Deadwood,	•
Advance Cancellation Notice Required: If this of Otherwise, City personnel and equipment may be		y the Deadwood Po	olice Department.
I certify that the information in the foregoing ap belief and that I have read, understand and agree Special Event and I understand that this applicati the City Commission of Deadwood. I agree to all organization, am also authorized to commit that for any cost and fees that may be incurred by or	e to abide by the rules and the ion is made subject to the bide by these rules and forganization, and therefore.	d regulations gover e rules and regulation further certify that I pore agree to be fina	ning the proposed ons established by I, on behalf of the ncially responsible
Name of Applicant (PRINT): Wade Morris aka	a Bobby Rock Ti	ttle: Director	
		<sub>ate:</sub> 3/24/25	

(Signature of Applicant/Sponsoring Organization)



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

Black Hills Shoot Out/AAU Wrestling July 19, 2025

### Instructions:

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

# **EVENT INFORMATION**

☐ Run	□ Walk	☐ Bike Tour	☐ Bike Race	☐ Parade	☐ Concert				
☐ Street Fair	☐ Triathlon	■ Other							
Event Title: Black F	Event Title: Black Hills Shoot Out/AAU Wrestling July 19, 2025								
Event Date(s): July 1	Event Date(s): July 19, 2025 Total Anticipated Attendance: 800								
(1	month, day, year)	/# - f Dti-i	300	# - \$ 6 + +	~ 500 )				
			nts 300		)				
Actual Event Hours: (fr	Actual Event Hours: (from: 6 pmAM / PM (to): 10 pmAM / PM								
Location / Staging Area	: Outlaw Squa	are							
Set up/assembly/const	ruction July 18		Start time: 8 a	ım	AM / PM				
Please describe the sco	ope of your setup / a	assembly work (s	pecific details):						
Preliminary set up will									
will take place on	Sat. July 19, at (	6 am - bleech	ners will be ren	noved on Mor	nday July 21				
Dismantle Date: July	20	Comp	oletion time: 12 a	am	AM / PM				
		1. 6.1.							
List any street(s) require and time of re-opening									
and time of re-opening	g. <u>Dodawood Ot o</u>	NOCULO IVIGILI	to i lollool way	ouly 10 o ul	11 to 12 am day 20				
	1: 25 1	1 . 1							
Any request in ends of Dead	nvolving 25 or less mot wood Street.	or vehicles will util	ize Deadwood Street	and will be barrica	ided at both				
	nvolving 25-50 motor v	vehicles (not includ	ing motorcycles) will	park on the north	side of Main				
	will not require street								
	nvolving 50 or more ve reet will require security								
Street to dire		be provided at Deac	iwood Street and Ma	ani Street and Wan	Street and Main				
Additional sec	curity may be required	at the discretion o	f the Event Committe	ee.					
		OPEN COI	NTAINER						
https://ww	w.cityofdeadwo			ial-event-oner	n-container-				
neeps.//www	- Tricity Oraca auto	information		ar evene open	- container				
Date:	Times	:							
Date:		:							
Date:		:							
Date:		:							
Date:									

# APPLICANT AND SPONSORING ORGANIZATION INFORMATION Commercial (for profit) ■ Noncommercial (nonprofit) Sponsoring Organization: Lead/Deadwood AAU Wrestling Club Chief Officer of Organization (NAME): Mike Sneezby Applicant (NAME): Wade Morris aka Bobby Rock Business Phone: 605-717-6848 Address: 703 Main St, Deadwood, Sd 57732 (city) (state) (zip code) Daytime phone: 605-717-6848 Evening Phone: 605-641-9162 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) Pager/Cell #: 605-641-9162 Contact person "on site" day of event or facility use Bobby Rock (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 П purpose and provide amount(s): participation fee for entrants and entrance fee to attend the event

# OVERALL EVENT DESCRIPTION: ROUTE MAP/ SITE DIAGRAM/ SANITATION

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

This is	the 3r	d year of the AAU Wrestling tournament taking place at Outlaw Square
with w	restle	ers participating from around the region. This is a fundraiser for
the Le	ead/D	Deadwood AAU wrestling club.
Bleech	ners w	rill be placed at Outlaw Square for public seating during the event
This is a	tickete	d event with wrestling club charging admission. Security gates will be placed along
the ma	ain str	eet sidewalk and down the curb of Deadwood St on Rocksino side
from l	Main	to Pioneer way to secure the venue
Reque	sting [	Deadwood St. closure beginning at 6 am for set up of team camp tents
Wres	tling ı	mats will be used on the Outlaw Square turf
Regis	tratic	n begins at noon - matches begin at 6 pm
	OVE	RALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)
NO	YES	
		Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please proved your liquor liability insurance information to the last page of this application.
		Will Items or services be sold at the event? If <b>YES</b> , please describe: Wrestling club tshirts - concessions
		Does this event involve a moving route of any kind along streets, sidewalks, or highways? If <b>YES</b> , attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.

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:

	Food Concession and / or Food Preparation Area(s).  Please describe how food will be served at the event:  Pizza from businesses will be sold					
	If you intend to cook food in the event area, please specify the method to be used:					
	GAS ELECTRIC CHARCOAL OTHER(SPECIFY):					
>	First Aid Facilities and Ambulance locations.					
>	Tables and Chairs.					
>	Fencing, Barriers and / or Barricades.					
>	Generator Locations and / or Source of Electricity.					
>	Canopies or Tent Locations.  Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:  10' by 10' Set up and take down					
>	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: Outlaw Square staff along with wrestling club will handle clean up and disposal					

# SAFETY / SECURITY / ACCESSIBILITY

			andle all secu	urity.	_		
			sibility Plan for ac A compatible		-	th disabilities:	
			nt's responsibil to this event.	ity to comply w	ith all City, County,	State and Federal Dis	ability Access
NO  Securit	YES	event?	If <b>YES</b> , please li	st:	ty organization to ha	andle security arrange	ments for this
	_						
Securit	y Organiza	ation Addr	ess:		(city)	(state)	(zip code)
Securit	y Director (	Name):			Busin	ess phone: <u>605-717-</u>	6848
NO	YES	to ensure	_	he participants	and spectators:	surrounding area will	
Pleas	se indicate	what arrar	ngements you ha	ave made for pro	oviding <b>First Aid Staf</b>	fing and Equipment?	
	Numb	er <u>n/a</u>	Ambulance(	(s) – How provid	ed?		
	Numb	<sub>er</sub> <u>n/a</u>	Emergency	Medical Technic	ians – How provided	1?	
prop being whic	erty locato g sought a h results f	ed in or stond that DE rom any ca	ored in or upon ADWOOD shall i ause or reason w	DEADWOOD's not be responsivith regard to perport to per	property pursuant ple for any damage o ersonal property ow	nonsible for any dama to the activity for wh or loss to or of APPLICA ned by APPLICANT sto oproval is being sough nitial: <u>WM</u>	ich approval is ANT's property ored or located
DEA	OWOOD m	night have	to pay to any pe	erson as a resul cy pursuant to a	of property damag	OD from any sums of ge, personal injury or o ty for which approval tial: WM	death resulting

# PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

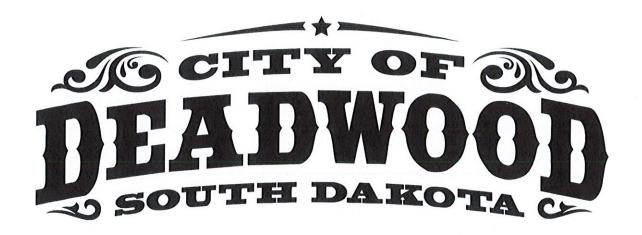
		e your plans to notify all residents, businesses and churches impacted by the event:  and residents will be notified through public hearing notices
	E	NTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES
NO	YES	Are there any <b>musical entertainment</b> features related to your event or facilities rental? If <b>YES</b> , please state the number of bands and type of music.
Numb	er of Stag	es: Number of Bands:
ype o	of Music: _	
		Will <b>sound amplification</b> be used?  If <b>YES</b> , please indicate: Start Time: 6 pmAM / PM – Finish Time: 10 pmAM / 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:Outlaw Square sound system will be used
		Will any fireworks, rockets or other pyrotechnics be used? If <b>YES</b> , 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 <b>YES</b> , please describe:
		PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION
□ 10	YES	Will this event be promoted, advertised or marketed in any manner? If <b>YES</b> , please describe:  Through the wrestling club
<b>I</b>	YES	Will there be any live media coverage during your event? If <b>YES</b> , please explain:
		ublic inquiries and / or media inquiries for this event to: Sneesby PHONE: 605-645-1664

# INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company	Certificate of insurance v	will be provide	ed by wrestling	g club
Agent's Name:				
	Policy Number:		Policy Type:	
Address:				
		(city)	(state)	(zip code)
For final permit approval,	you will need commercial gen	eral liability ins	urance that nam	es "the City of
Deadwood, its officers, emplo	yees and agents" as an addition	al insured. Insura	nce coverage mus	t be maintained
for the duration of the even	t. To determine the amount of	insurance covera	age necessary, ple	ease contact the
Finance Office at (605) 578-2	600 – Fax # (605) 578-2084.			
The City must be named as	an "additional insured." Please	obtain the requi	red insurance and	d mail an original
insurance certificate to: City	of Deadwood, Finance Office, 1	.02 Sherman Stre	eet, Deadwood, S	D 57732.
	AFFIDAVIT OF A	PPLICANT		
Advance Cancellation Notice	e Required: If this event is can	celled, notify th	e Deadwood Poli	ce Department.
Otherwise, City personnel an	d equipment may be needlessly	dispatched.		
belief and that I have read, u Special Event and I understar the City Commission of Dead organization, am also author	in the foregoing application is to inderstand and agree to abide by ind that this application is made dwood. I agree to abide by thes ized to commit that organization by be incurred by or on behalf of	the rules and re subject to the ru e rules and furth n, and therefore	gulations governing the gold in the gold i	ng the proposed is established by on behalf of the ially responsible
Name of Applicant (PRINT): $\underline{V}$	Vade Morris	Title:	Director	
		Date:	3/24/25	

(Signature of Applicant/Sponsoring Organization)



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

Legends Ride

### Instructions:

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

# **EVENT INFORMATION**

	□Run	□Walk	☐ Bike Tour	☐ Bike Race	☐ Parade	☐ Concert		
	☐ Street Fair	□Triathlon	■ Other					
Event Title: Legends Ride								
Event Da	ate(s): 8/4/202	5	Total	Anticipated Attend	ance: 500			
		onth, day, year)						
			(# of <u>Participa</u>	nts	_ # of <u>Spectator</u>	rs )		
Actual E	vent Hours: (fro	<sub>m:</sub> 9AM	A	M / PM (to): 4PM	1	AM / PM		
Location	/ Staging Area:	Deadwood-Pir	пе					
Set up/a	ssembly/constru	action 8/4/2025		Start time: 9AM	Л	AM / PM		
Please d	Please describe the scope of your setup / assembly work (specific details): street closure							
	×							
Dismantl	e Date: 8/4/20	25	Comp	oletion time: 4PM		AM / PM		
List anu s	-tt/s\ ===::ivi:							
				PM interpretive lot		and <u>time</u> of closing		
	orre opening.							
>	ends of Deadwo		tor vehicles will utili	ze Deadwood Street	and will be barrica	ded at both		
>			vehicles (not includi	ng motorcycles) will p	oark on the north s	ide of Main		
		ll not require street						
>				d require an entire st				
	Deadwood Stree Street to direct t		be provided at Dead	wood Street and Mai	n Street and Wall:	Street and Main		
>			at the discretion of	the Event Committee	e.			
			ODEN COA	ITAINED				
	1 11		OPEN CON		e construction and the			
	https://www	.cityofdeadwo		ing/page/specia	al-event-open	-container-		
			information-					
			:					
Date:			:					
Date:		Times	:	Zone:				
Date:		Times	:	Zone:				
Date:		Times	:	Zone:				

# **APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

	Commercial (for profit)						
Sponsoring Organization: Buffalo Chip Campground, LLC							
		rganization (NAME): Rod Woodruff					
Applicant (NAME): Kris Sammons Business Phone: 605-347 9000							
Address: 2	0622	Fort Meade Way, Sturgis, SD 57785					
	(city) (state) (zip code)						
Daytime pl	hone: (	605-347-9000 Evening Phone:	(605-641-8490	Fax #: ()			
Please list	any <b>pr</b>	ofessional event organizer or event servi	ice provider hired by	you that is authorize	zed to work		
on your be	ehalf to	produce this event.					
N	ame: _						
Δ	ddress	20622 Fort Meade Way, Sturgis, SD 5	7785				
	uui ess.		(city)	(state)	(zip code)		
Contact per	son " <b>o</b>	n site" day of event or facility use Dion Harr	is	Pager/Cell #: 605-8	363-1298		
( <u>Note</u> : Thi	s perso	on must be in attendance for the duration	of the event and im	mediately available	to city officials)		
REQUIRED	<u>:</u>	Attach a written communication from th	ne Chief Officer of th	e organization whic	h authorizes		
		the applicant or professional event orga behalf.	nizer to apply for th	is Special Event Per	mit on their		
		FEES / PROCEEDS	S / REPORTING	i			
NO	YES						
		Is your organization a "Tax Exempt, non					
		your IRS 501C Tax Exemption Letter to tand certifying your current tax exempt,		ermit application (p	roviding proof		
		and certifying your current tax exempt,	nonprone statusį.				
		Are admission, entry, vendor or participal purpose and provide amount(s): participal purpose are provided amount (s): participal purpose and provided amount (s): participal purpose are provided amount (s): participal purpose and provided amount (s): participal purpose are provided amount (s): participal purpose and provided amount (s): participal purpose are provided amount (s): participal purpose and provided amount (s): participal purpose and provided amount (s): participal purpose are participal purpose and provided amount (s): participal purpose are participal purpose and provided amount (s): participal purpose are participal purpose and provided amount (s): participal purpose are participal purpose and provided amount (s): participal purpose are participal purpose and purpose are participal purpose are particip	ant fees required? If	YES, please explain	the		
		contribution to support local charities	ants pay a ree tritars	completely used for			

# 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:

Legen	ds Ric	de , recurring yearly Event
Bikes	Parke	d in front of Silverado/Franklin
Held N	/londa	y August 4, 2025, 9 AM - 4PM
Reque	st the	use of a section of the interpretive Lot 6AM-3PM for overflow parking.
If not u	utilized	I, the lot will be reopened
Fund r	aising	event to include charities such as South Dakota Special Olympics
Rapid	City F	lame, Shriners Transportation Fund for Children
reques	st to w	aiver banner fees for directional banners
reques	st polic	ce escort at 3PM in conjunction with SDDOT and all other local law
enforc	ement	agencies by special permit application
	OVE	RALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)
NO	YES	
		Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please proved 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:
		z .
	100	Does this event involve a moving route of any kind along streets, sidewalks, or highways? If
		<b>YES</b> , 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 <b>YES</b> , attach a detailed site map showing all street impacted by the event.

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

	Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.					
>	Food Concession and / or Food Preparation Area(s).  Please describe how food will be served at the event:					
	If you intend to cook food in the event area, please specify the method to be used:					
	GAS ELECTRIC CHARCOAL OTHER(SPECIFY):					
>	First Aid Facilities and Ambulance locations.					
>	Tables and Chairs.					
>	Fencing, Barriers and / or Barricades.					
>	Generator Locations and / or Source of Electricity.					
>	Canopies or Tent Locations.  Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:  10' by 10' Set up and take down \$200.00  20' by 30' Set up and take down \$400.00  20' by 40' Set up and take down \$600.00					
<b>A</b>	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 of facility:						
	Other Related Event Components not covered above.					

# SAFETY / SECURITY / ACCESSIBILITY

	y will be p						
		our Access emain ope	n			ith disabilities:	
			nt's responsi to this event.		with all City, County,	State and Federal Dis	ability Access
NO	YES		ou hired any P If <b>YES</b> , please		ırity organization to h	andle security arrange	ements for this
Security	y Organiza	ation:					
Security	/ Organiza	ition Addr	ess:		(city)	(state)	(zip code)
Security	Director (I	Name):				ess phone: 605-347-9	
NO	YES		the safety of	f the participant	s and spectators:	surrounding area will	
Please					roviding First Aid Stat	ifing and Equipment?	
	Numb	er 0	Emergeno	cy Medical Techr	icians – How provide	d?	
prope being which	CANT spe rty locate sought an results fr	cifically aced in or stood that DEA	knowledges a bred in or upo ADWOOD sha use or reason	and agrees that on DEADWOOD' Il not be respons with regard to p o approval of the	it shall be solely respondering the sproperty pursuant sible for any damage opersonal property ow activity for which approperty for which approperty or the sproperty for which approper sproper spro	consible for any dama to the activity for wh or loss to or of APPLICA med by APPLICANT sto oproval is being sough	ge to personal ich approval is ANT's property ored or located therein.
DEAD	WOOD mi	ght have t T's use of t	o pay to any	person as a resu erty pursuant to	Ilt of property damag approval of the activi	OD from any sums of ge, personal injury or d ty for which approval i tial:	eath resulting s being sought

# PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

VIO.		NTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES						
<b>■</b> 10	YES	Are there any <b>musical entertainment</b> features related to your event or facilities rental? If <b>YES</b> , please state the number of bands and type of music.						
Numb	er of Stag	es: Number of Bands:						
Гуре с	of Music: _							
		Will <b>sound amplification</b> be used?  If <u>YES</u> , please indicate: Start Time: 11AM AM / PM – Finish Time: 3PM AM / PM						
		Will <b>sound check</b> be conducted prior to the event?  If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM						
		Please describe the sound equipment that will be used for your event:Outlaw Square PA System						
		Will any fireworks, rockets or other pyrotechnics be used? If <b>YES</b> , 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						
10	VEC	INFORMATION						
10	YES	Will this event be promoted, advertised or marketed in any manner? If YES, please describe: promoted by Buffalo Chip Campground Website and social platforms						
0	YES	Will there be any live media coverage during your event? If YES, please explain: local news agencies usually have a representative to film						

## **INSURANCE REQUIREMENTS/LIQUOR LIABILITY**

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

Name of Insurance Company: Hub Inte	rnational						
Agent's Name: Jeremy Vliem/Sturgis							
Business Phone: (605-347-4644	Policy Number:		Policy Type:	Commercial Liability			
Address: 20622 Fprt Meade Sturgis Sd 57785							
		(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.

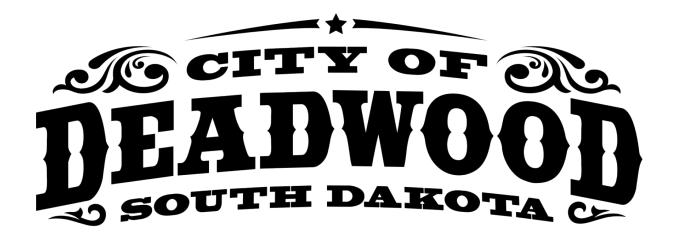
The City must be named as an "additional insured." Please obtain the required insurance and mail an original insurance certificate to: <u>City of Deadwood, Finance Office</u>, 102 Sherman Street, Deadwood, SD 57732.

### AFFIDAVIT OF APPLICANT

<u>Advance Cancellation Notice Required:</u> 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): Food Wooder F	Title: CFO	
Buffolhip Campa wound, 40 84. Kod	Date: 3/3/2025	
(Signature of Applicant/Sponsorifing Organization)		
	/	



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

# Rusty Wallace Ride-

#### Instructions:

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

Adopted October 7, 2024

## **EVENT INFORMATION**

☐ Run	☐ Walk	☐ Bike Tour	☐ Bike Race	☐ Parade	☐ Concert		
☐ Street Fair	☐ Triathlon	■ Other					
Event Title: Rusty V	Vallace Ride-						
Event Date(s): August 8, 2025 Total Anticipated Attendance: 200							
(r	month, day, year)	<i>(</i> ;; <b>(</b> = -,)					
		(# of <u>Participa</u>	nts	# of <u>Spectator</u>	<u>'s</u> )		
Actual Event Hours: (fro	<sub>om:</sub> 12PM	A	M / PM (to): 101	PM	AM / PM		
Location / Staging Area	: Outlaw Squ	are/Main St	reet				
Set up/assembly/const	ruction August	8	Start time: 11	AM/4PM	AM / PM		
Please describe the sco	pe of your setup / a	assembly work (s	pecific details):				
closing of Main Street b		ine -staging will ir	nclude pre-set up o	of bar, then the bo	llards will be in place		
with gates on Dea	dwood ST						
Dismantle Date: Augu	ust 8	Com <sub>l</sub>	oletion time: 3:15F	PM Main/10 PM I	Deadwood <sub>AM / PM</sub>		
List any street(s) requir	ing closure as a res	ult of this event	Include street nar	me(s) day date:	and <b>time</b> of closing		
and time of re-opening							
riders depart-Dead	dwood Street clo	osed from 4P	M until 10PM				
Any request ir ends of Deady	volving 25 or less mot	tor vehicles will util	ize Deadwood Street	t and will be barrica	ded at both		
	volving 25-50 motor v	vehicles (not includ	ing motorcycles) will	park on the north	side of Main		
	will not require street						
	nvolving 50 or more veret will require security						
Street to direc		be provided at Dead	iwood Street and Ma	am street and waii	Street and Main		
	urity may be required	at the discretion o	f the Event Committe	ee.			
		OPEN CO					
https://ww	https://www.cityofdeadwood.com/planning/page/special-event-open-container-						
	<u>information-and-maps</u>						
Date:	Times	s:	Zone:				
Date:		· ·					
Date:	Times	s:	Zone:				
Date:	Times	::	Zone:				
Date:	Times	s:	Zone:				

Adopted October 7, 2024

# APPLICANT AND SPONSORING ORGANIZATION INFORMATION

	Commercial (for profit)	Noncomm	ercial (nonprofit)					
Sponsoring Organization: Buffalo Chip Campground, LLC								
Chief Officer of O	rganization (NAME): $Ro$	d Woodruff						
Applicant (NAME	E): Kris Sammons	Busin	ess Phone: <u>605-3</u> 4	47-9000	<u> </u>			
Address: 20622	Fort Meade Way,	Sturgis SD 57785						
(city) (state) (zip code)								
Daytime phone:	605-347-9000	_ Evening Phone: <u>605-641-</u>	8490 Fax #:	()				
	produce this event.	zer or event service provider h	nired by you that is	authorized	d to work			
Address:	20622 Fort Meade	Way, Sturgis, SD 5778	5					
		(city)	(	(state)	(zip code)			
Contact person "o	<b>n site</b> " day of event or faci	lity use Cody Ertman	Pager/Cell	#: <u>605-64</u>	41-2328			
(Note: This perso	on must be in attendanc	e for the duration of the event	and immediately a	vailable to	city officials)			
REQUIRED:	er of the organizati y for this Special Ev							
	FEES	/ PROCEEDS / REPOR	RTING					
NO YES								
	e explain t mpletely	he used for						

# 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:

Rusty	Walla	ce Charity Ride-this is the second year for this ride in Deadwood
The Rus	sty Wa	llace Charity Ride will kick off with a party at OUtlaw Square and the Rocksino
by Ha	rd R	ock Deadwood.
The rec	gistratio	on will take place at the Outlaw Square and post ride event will take place
		sino-There will be NO Alcohol served in Outlaw Square 9am -3pm
We are	reque	esting street closure of Main Street between Pine Street and Deadwood
Street	t for r	egistered bike parking from 12pm unitl departure at 3pm
Reques	st stree	et closure of Deadwood Strett from Main Street to Pioneer Way from 4pm
until 10	PM.	Returning participants will park on Deadwood Street for post event
gathering	g at the	Rocksino. Security will be in place at both the pre and post event and post ride events
Also reque	est Dead	wood Police escort upon departure and during arrival from 85/14 down Main Street to Deadwood St
	OVE	RALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)
NO ■	YES	Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please proved your liquor liability insurance information to the last page of this application.
		Will Items or services be sold at the event? If <b>YES</b> , please describe: Ride event merchandise may be sold
		Does this event involve a moving route of any kind along streets, sidewalks, or highways? If <b>YES</b> , 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 <b>YES</b> , attach a detailed site map showing all street impacted by the event.

Adopted October 7, 2024

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:

	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.
<b>&gt;</b>	Generator Locations and / or Source of Electricity.
	Canopies or Tent Locations.  Tent Rental with Approved Special Event, which is set and amended by resolution, paid to t City of Deadwood:  10' by 10' Set up and take down
	Booths, Exhibits, Displays or Enclosures.
<b>&gt;</b>	Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
	Vehicles and / or Trailers.
	Trash Containers and Dumpsters.
	Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: Outlaw Square staff will handle pick up of trash and dispose at end of even

# SAFETY / SECURITY / ACCESSIBILITY

	•	our procedu pe provid			Internal Security:		
			bility Plan for a	•	-	ith disabilities:	
			nt's responsibil o this event.	lity to comply w	ith all City, County,	, State and Federal Dis	ability Access
NO  Securit	YES  Organize	event?	If <b>YES</b> , please li	ist:	ty organization to h	nandle security arrange	ements for this
Securit	y Organiza	ition Addre			(city)	(state)	(zip code)
Security	/ Director (	Name):			Busir	ness phone: <u>605-347</u> -	9000
NO	YES		the safety of t	he participants	and spectators:	surrounding area will	
Pleas	e indicate	what arran	gements you ha	ave made for pro	oviding <b>First Aid Sta</b>	ffing and Equipment?	
	Numb	er N/A	Ambulance	(s) – How provide	ed?		
	Numb	er N/A	Emergency	Medical Technic	ians – How provide	d?	
propo being which	erty locato g sought an n results fi	ed in or stond that DEA	ored in or upon ADWOOD shall use or reason w	DEADWOOD's not be responsily with regard to peapproval of the approval of the a	property pursuant ole for any damage ersonal property ov activity for which a	ponsible for any dama to the activity for wh or loss to or of APPLIC vned by APPLICANT st pproval is being sough initial:	nich approval is ANT's property ored or located t herein.
DEAD	OWOOD m	night have t	o pay to any pe	erson as a result ty pursuant to a <sub>l</sub>	of property dama	OOD from any sums or ge, personal injury or o ity for which approval itial:	death resulting is being sought

# PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

	E	NTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES
0	YES	Are there any <b>musical entertainment</b> features related to your event or facilities rental? If <b>YES</b> , please state the number of bands and type of music.
umb	er of Stag	es: Number of Bands:
pe c	of Music: _	
		Will <b>sound amplification</b> be used? If <b>YES</b> , please indicate: Start Time: $\frac{12PM}{AM/PM-Finish}$ Time: $\frac{3PM}{AM/PM}$
•		Will <b>sound check</b> be conducted prior to the event?  If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM
		Please describe the sound equipment that will be used for your event:  Outlaw Square PA System will be used
		Will any fireworks, rockets or other pyrotechnics be used? If <b>YES</b> , 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 <b>YES</b> , please describe:registration signs will be in place
		PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION
) 7	YES	Will this event be promoted, advertised or marketed in any manner? If <b>YES</b> , please describe:
		promoted by Buffalo Chip Campground website and social media platforms
)	YES	Will the one has a well-to-madic account admin a constant 216 VEC admin a confidence
┙		Will there be any live media coverage during your event? If YES, please explain: local news agencies usually have a reporter covering the event
ofor a	all avent n	ublic inquiries and / or media inquiries for this event to:
	: Cody	

# INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Hub Inte	rnational			
Agent's Name: Jeremy Vliem/Sturgis				
Business Phone: (6053)47-4644	Policy Number:		Policy Type: Co	ommercial Liability
Address:20622 Fort Meade Way	Sturgis		SD	57785
		(city)	(state)	(zip code)
For final permit approval, you will need Deadwood, its officers, employees and ag for the duration of the event. To determ Finance Office at (605) 578-2600 – Fax # 6	ents" as an addition	onal insured. Insur	ance coverage mus	st be maintained
The City must be named as an "addition insurance certificate to: City of Deadwood		, 102 Sherman Str		•
Advance Cancellation Notice Required: Otherwise, City personnel and equipmen		· ·	ne Deadwood Poli	ce Department.
I certify that the information in the foregoeile and that I have read, understand a Special Event and I understand that this athe City Commission of Deadwood. I agrorganization, am also authorized to comfor any cost and fees that may be incurred.	nd agree to abide application is mad ee to abide by th mit that organizati	by the rules and re e subject to the ru ese rules and furt on, and therefore	egulations governi iles and regulation her certify that I, agree to be financ	ng the proposed as established by on behalf of the cially responsible
Name of Applicant (PRINT):		Title:		

(Signature of Applicant/Sponsoring Organization)

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



March 11, 2025

RE: 33rd Annual Black Hills Jeep Jamboree

Hello,

This is just a quick note to inform you of what is included in this packet. Enclosed, you will find the following:

- Event Complex Rental and Use Agreement
- Map of proposed areas to be used during the event
- Current certificate of insurance Please note that the insurance will expire and renew on 4/1/24 and at that time a new certificate will be mailed.

Also, this year we have changed to a new check writing process. The \$600.00 check for the rental fee and the \$1,350.00 check for the damage and key deposits are being mailed separately from our bank. They will be addressed to The City of Deadwood, from Mark Smith Offroading, Inc.

If you should require anything else from me, you can reach me at any of the contact items listed below in the signature block.

Thank you so much for helping us facilitate another wonderful event in the Black Hills!

Shawn Gulling

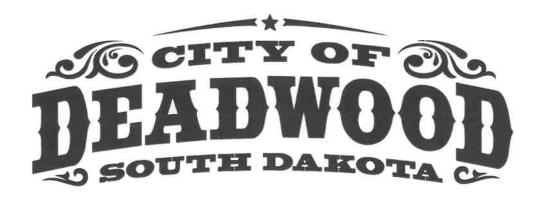
Vice President

Office - 530-333-4002 Cell - 530-306-5189

Email - shawn@jeepjam.com

Shan P Gw =

Please visit us on the web at: www.jeepjamboreeusa.com



# **Event Complex Rental and Use Agreement**

**Event:** 33rd Black Hills Jeep Jamboree

Date of Event: September 18-20, 2025

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

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

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# Outdoor Event Complex Deadwood, SD 57732

# **Deadwood Event Complex Rental and Use Agreement**

	00 1D1 1 IIII I I I		
Event Name:	33rd Black Hills Jeep Jambo	oree	
Contact Information:			
Name of Applicant:	Shawn Gulling		
Business/Organization:	Jeep Jamboree USA		
Mailing Address:	2776 Sourdough Flat		
City, State Zip:	Georgetown, CA 95634		
Business Phone:	530-333-4002 Cell F	Phone:53	0-306-5189
Email Address:	shawn@jeepjam.com		
Dates Event Complex re			
Set up Date(s):	September 18, 2025	_ Hour(s):	1:00 PM to 7:00 PM
Event Date(s):S	September 19-20, 2025		
Clean-up Date(s):	September 20, 2025	Hour(s):	9:00 AM to 10:00 AM
	people who will attend: 250		_
l am applying to use the (Please check property		ooms	Office use Only Key # Key # Key # Key #

# **Deadwood Event Complex Rental and Use Agreement**

Event Name:		33rd Black Hills Jeep Jamboree						
Complia	Compliance with Deadwood City Ordinances:							
		the City of Deadwood Ordinances located on the adwood.com or by calling (605) 578-2082.	City of Deadw	vood website:				
1)	<ol> <li>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.</li> </ol>							
2)	2) Deadwood Codified Ordinance – Title 5 – Business License. This ordinance may apply.							
Additio	nal cor	ntacts:						
Names	& cont	act number of event representatives or sub-con	tractors (i.e. se	ecurity, refuge, etc.):				
Name:	Don 1	Patnoe	Title:	Local Coordinator				
Phone:	605-4	84-1210	Representi	ng: <u>Jeep Jamboree USA</u>				
Phone:			Representi	ng:				
Name:			Title:					
Phone:			Representi	ng:				
Alama.			Title					
Pnone:			kepresenti	ng				
Name:			Title:					
Phone:			Representi	ng:				
Man			Ti+la:					
rnone:	2		kepresenti	rig:				

## **Deadwood Event Complex Rental and Use Agreement**

Renter Type:	☐ For-Profit	☐ Private	☐ Non-Profit	Govern	ment
(Check One)	Categories ab	ove defined in the C	omplex Guidelines an	nd Information S	Sheet
Rental Fees:	<del>-</del>				
		Event Complex Facilities	Park Lots C	-	Baseball Fields Only
		\$35 / Hr.	\$25 /	Hr.	\$25 / Hr.
Priva	ate	\$300 / Day	\$200 /	Day	\$100 / Day

	\$30 / Hr.	\$25 / Hr.	No charge
Non-Profit	\$250 / Day	\$150 / Day	No charge
	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
For Profit	\$500 / Day	\$400/ Day	\$300 / Day
Government Agencies	No charge	No charge	No charge

#### Ticketed Events:

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

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

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

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

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

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

Tent Rental, which is set and amended by resolution:

10' by 10' Set up and take down	\$200.00
20' by 30' Set up and take down	
20' by 40' Set up and take down	_

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

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

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

Free Communication States	+ (00.00	Request to Waive	Refundable Depo	sits
Event Complex Facilities	\$_600.00		Key Deposit	\$ 100.00
Add 'I Set-up/Tear Down	\$		Damage Deposit	\$ 1,250.00
Baseball Fields	\$		Total Danielo	\$ 1,350.00
Parking Lots Only	\$		Total Deposits	\$
Tent	\$		Alcohol Fee (Pg 1	
<b>Event Complex Cleaning</b>			(\$100.00 per day)	)\$
And Trash Removal	\$			
Cleaning Baseball Field	\$			
Cleaning Ferguson Field	\$			
Streaming	\$			
Water Usage	\$			
Total Fees	\$ <u>600.00</u>			
Organization: Jeep Jambo	oree USA			
Organization:	/			

		Request to	
Jeep Jamboree - September 18-20	 Fees	Waive	Notes
Event Complex Facilities	 ·		
Add'l Setup/Tear Down			
Baseball Fields			
Parking Lots Only	\$ 600.00		
Tent			
Event Complex Cleaning/Trash			
Cleaning of Baseball Field Restrooms			
Cleaning of Ferguson Field Restrooms			
Streaming			
Total Fees	\$ 600.00		
Minus Request to Waive	\$ 600.00	<u> </u>	Paid w/deposit of \$1350

## **Acknowledgement of Use Rules and Regulations**

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 <u>SG</u>

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 <u>SG</u>

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 SG

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 SG

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

Initials SG

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

- $\overline{\chi}$  The person in charge will not allow anyone to interfere with the fire alarm system.
- All vehicles must be parked in designated parking areas. No vehicles are to be parked in the Fire Lanes surrounding the buildings.
- The event representative understands and agrees to immediately pay for any damage or cleaning that exceeds the deposit amount.
- [X] 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.
- X 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.
- [X] In case of an emergency, such as a fire, dial 911. In the case of a <u>non-emergency</u>, 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 SG

- 7. Outdoor/Animal Events: (Check Acknowledgement)
  - [X] Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
  - Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

Initials SG

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

## **Insurance and Liability**

## Overview:

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

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

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

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

## NOTE:

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

The following pages include:

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

# Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

## I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: Jeep Jamboree USA		
Name: Shawn Gulling	Title:	Vice President
Signature: Sham & Gw	Date:	March 11, 2025

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

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

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

We will use the Days of 76 Rodeo Grounds for our registration on Thursday, 9/18, then again on
Friday and Saturday mornings, 9/19 and 9/20, for vehicle staging prior to departure. We will use
some areas for trailer parking towards the SW corner of the football field, to be detailed on the
attached map (all same processes as many years prior)

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:

There is very little chance of injury as we are only using the grounds to conduct registration (participant
check-in) and morning vehicle line-up

Initials SG

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

Participant Release and Indemnification required? YES \_\_\_\_\_NO X\_\_\_\_

Initials <u>SG</u>

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 SG

D. By signing this RELEASE AND INDEMIFICATION 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 SG

E.	By signing this <b>RELEASE AND INDEMIFICATION AGREEEMENT</b> , 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 SG
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 <u>SG</u>
G.	By signing this <b>RELEASE AND INDEMNIFICATION AGREEMENT</b> , 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 SG
H.	We understand and agree that this <b>RELEASE AND INDEMNIFICATION AGREEMENT</b> 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 <u>SG</u>
I.	This <b>RELEASE AND INDEMNIFICATION AGREEMENT</b> 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 SG
eve aut	WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special ents holder, acting by and through the undersigned, who represents that he or she is properly horized to bind the Special Events Holder hereto.  Sanization:  Jeep Jamboree USA
ivai	ne: Shawn Gulling Title: Vice President Date: March 11, 2025
Sigi	nature: Date:

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

•	my signature below, I acknowledge that I am aware of, appre sume the risks involved in participating in:	ciate th	ne chara	cter of, and	voluntarily
•	my signature below, on behalf of myself, my heirs, next of kir rsonal representatives, and agents, I hereby:	n, succ	essors i	n interest, as	ssigns,
1.	Waive any claim or cause of action against and release of officers, employees, and agents for any liability for injurtion my participation in the activity listed above;			-	-
2.	Agree to indemnify and hold harmless the City of Deadw for any claims, causes of action, or liability to any other the activity listed above; and	-			-
3.	Consent to receive any medical treatment deemed advis activity listed above.	sable d	uring m	y participati	on in the
Cons	ave read this Release and Waiver of Liability, Assumption of nsent to Medical Treatment, and fully understand its terms,				
assu	bstantial rights by signing it, and have signed it freely and vo surance, or guarantee being made to me and indent my signa lease of liability to the greatest extend allowed by law.		ily with	out any indi	ucement,
assu relea	surance, or guarantee being made to me and indent my signalease of liability to the greatest extend allowed by law.	ature to	ily with be con	out any indi nplete and i	ucement, unconditional
assu relea	surance, or guarantee being made to me and indent my signalease of liability to the greatest extend allowed by law.	ature to	ily with be con	out any indi	ucement, unconditional
assu relea Nam Addr	surance, or guarantee being made to me and indent my signalease of liability to the greatest extend allowed by law.	ature to	ily with be con	out any indi nplete and i	ucement, unconditional

# 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:				
•	r signatures below, on behalf of ourselves, our heirs, nal representatives, and agents, we hereby:	next of kin, successors in interest, assigns,		
1.	<ul> <li>Waive any claim or cause of action against and re officers, employees, and agents for any liability for participation in the activity listed above;</li> </ul>			
2.	<ul> <li>Agree to indemnify and hold harmless the City of I for any claims, causes of action, or liability to any activity listed above;</li> </ul>			
3.	. Consent to receive any medical treatment deemed listed above; and	d advisable during participation in the activity		
4.	. Acknowledge that we are signing below as a mino the minor child named below.	r child and as the parent or legal guardian of		
I have Conse substa assura		ion of the Risk and Indemnity Agreement and terms, understand that I have given up and voluntarily without any inducement, y signature to be complete and unconditional		
I have Conse substa assura releas	the minor child named below.  e read this Release and Waiver of Liability, Assumpted to Medical Treatment, and fully understand its fantial rights by signing it, and have signed it freely ance, or guarantee being made to me and indent more of liability to the greatest extend allowed by law of some:	ion of the Risk and Indemnity Agreement and terms, understand that I have given up and voluntarily without any inducement, y signature to be complete and unconditional.  Date of Birth:		
I have Conse substa assura releas Minor Addres	the minor child named below.  e read this Release and Waiver of Liability, Assumpted to Medical Treatment, and fully understand its fantial rights by signing it, and have signed it freely ance, or guarantee being made to me and indent more of liability to the greatest extend allowed by law of some:	ion of the Risk and Indemnity Agreement and terms, understand that I have given up and voluntarily without any inducement, y signature to be complete and unconditional .  Date of Birth:		
I have Consessubsta assura release Minor Addrese Signate	the minor child named below.  e read this Release and Waiver of Liability, Assumpted to Medical Treatment, and fully understand its translaring rights by signing it, and have signed it freely ance, or guarantee being made to me and indent more of liability to the greatest extend allowed by lawer's Name:	ion of the Risk and Indemnity Agreement and terms, understand that I have given up and voluntarily without any inducement, y signature to be complete and unconditional.  Date of Birth:  Date:  Date of Birth:		

## **City of Deadwood Building Rental Rules**

\*Building Rental Rules only apply if the event is utilizing the grandstands, crow's nest, or ticket booth. In addition to the rental agreement, the following rules are in force:

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

I have read and understand these rules.	
Organization: Jeep Jamboree USA	
Name: Shawn Gulling	Title: Vice President
Signature: Shaw Cow	Date:March 11, 2025

## **Event Complex Parking Requirements**

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

The following rules are in force:

- A parking plan must be submitted as an attachment to this application and include the following information:
  - 1. Estimated attendance including Staff, spectators, and/or participants
  - 2. Parking Lots requested and location of proposed attendants
  - 3. Detailed drawing of proposed traffic flow and access; both pedestrian and vehicular
- Parking assistance required for events that use parking lots for spectators or contestants
- Fire lanes must be kept clear
- Number of Parking Attendants Required:
  - One Attendant located at the gate during the event at all times
  - One additional attendant for every 500 spectators or contestants
     \*Example: 1000 people in attendance with contestants, staff, and/or participants would require one gate attendant and two parking attendants
- Failure to provide required attendants will be billed \$100.00 per hour per attendant and City will assign attendants

## **Additional Notes:**

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

I have read and understand these rules.			
Organization: Jeep Jamboree USA			
Name: Shawn Gulling	Title: Vice President		
Signature: Sham & Gw	Date: 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 <u>NOT</u> 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 rental agreement and the use of the Deadwoo	to and of the concessionaire as they relate to the defect to the last to the l
Organization: Jeep Jamboree USA	
Name:Shawn Gulling	Title: Vice President
Signature: Shaw & Gw =	Date: _ March 11, 2025

## **Alcohol Policy for Facility Rentals**

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

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

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

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

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

•	The renter is solely and wholly responsible to ensure all rules and regulations in regards to the serving of alcohol are followed.						
YES, we will have alcohol at	YES, we will have alcohol at the contracted event and will abide by the Event Complex Alcohol						
Policy.							
NO, we will not have alcoho	NO, we will not have alcohol at the contracted event and agree to police the buildings and						
parking area to ensure no a	parking area to ensure no alcohol is present at the event.						
Organization: Jeep Jamboree USA	Name: Shawn Gulling						
Vice President Title:	Signature: Shaw & Cw						
Dates/Times Alcohol will be served: N/A - NO ALCOHOL WILL BE SERVED							
susiness name who will be serving: $\frac{\mathrm{N/A}}{\mathrm{N/A}}$							

# **Liability Insurance**

Liability Insurance coverage is <u>required</u> if you plan to sell alcohorental.	olic beverages at your event or facilities
Name of Insurance Company: N/A - NO ALCOHOL WILL BE	SERVED
Agent's Name:	Policy Type:
Phone:	Policy No.:
Address:	
Please obtain the required insurance and mail an original insura City of Deadwood Attn: Finance Office 102 Sherman Street Deadwood, SD 57732.	nnce certificate to:

# **General Business within the Event Complex**

_				
1.	If you will be selling any items (tangible personal property) South Dakota Sales Tax Licenses. For information on sales South Dakota Department of Revenue Office 445 East Capitol Ave Pierre, SD 57501-3185 (605) 773-3311			
				Initials SG
2.	If vendors are intended to be used during an approved evendors shall comply with Chapter 5.28 of the Deadwood included within the guidelines and information packet for limited to designated areas (as indicated on the Event Comunless otherwise approved by the Deadwood City Commis understand the laws related to general business and vendors.	Codified referen plex sites sion. As	d Ordinances. This Ord ce. In addition, vendo e plan) within the Eve s the event organizer	dinance is ors will be nt Complex you
				Initials SG
3.	As the event organizer and the renter of the Event Complete proposed business activities (vendors or the event itself) will concession facility and the concessionaire provided through	not con	npete with products so	•
				Initials <u>SG</u>
4.	The user acknowledges the City of Deadwood has contracted concession spaces within the Deadwood Event Complex. The concessionaire and the concession space have been provide organizer/user of the Event Complex.	e respo	nsibilities in regards to	o the event
				Initials <u>SG</u>
Or:	ganization:Jeep Jamboree USA			
		Title:	Vice President	
Sig	me: Shawn Gulling nature: Shaw & Gw		March 11, 2025	

## **Event Complex Sign and Banner Policy**

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

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

Opening the Deadwood Codified Ordinance 15.32, and have signed it freely and voluntarily.

Organization: Jeep Jamboree USA					
Name:	Shawn Gulling	Title:	Vice President		
Signatu	re: Sham & Gw =	Date:	March 11, 2025		

## **City of Deadwood Equipment and Services**

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

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

## **Equipment and Services Provided (Included in Rental Fees)**

## **Public Works Department**

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

## Police Department

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

## Equipment and Services upon Request and Availability with Cost (NOT Included in Rental Fees)

## **Public Works Department**

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

## Arena prep work including:

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

## **General Event Complex Services:**

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

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

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

#### Police Department

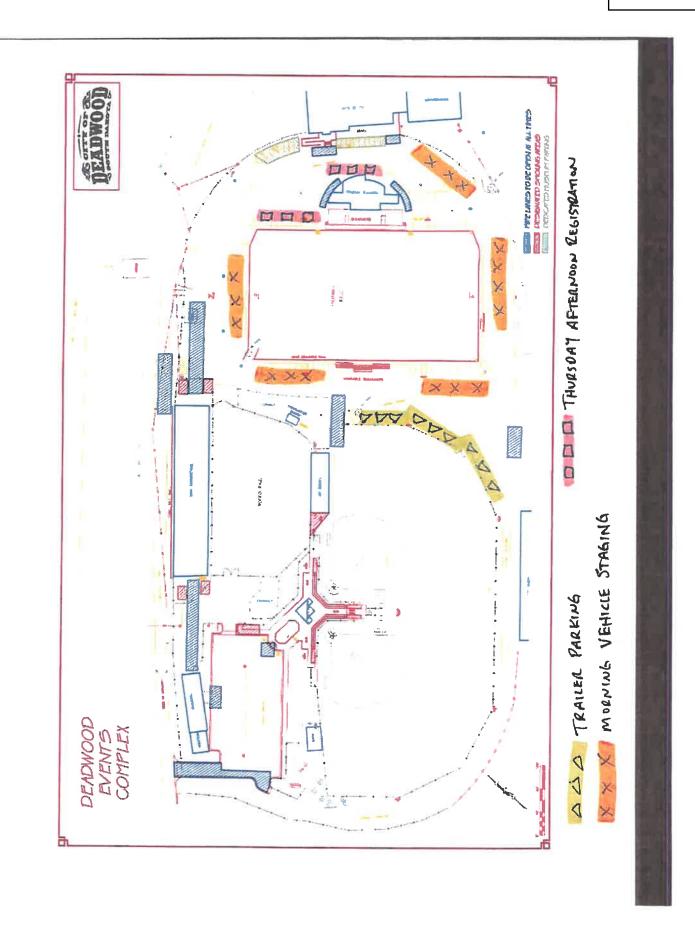
- Traffic Control Any traffic control assistance beyond what is provided with the use of the facility
- Security Services Security services shall be a request to the Chief of Police and the availability
  of personnel may prohibit this service from being provided.

## 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:Jeep Jamboree	USA				
<ul> <li>Requirements (</li> <li>3 References from a previous event local</li> <li>References cannot be a part of your org</li> <li>Each Reference must have complete info</li> </ul>	ganization or event				
The City of Deadwood may contact references	to evaluate your performance as a renter.				
1) Name:Tabi Espinoza	_Phone Number:605-559-1187				
City/State: Deadwood, SD	Event Name:				
Event Location: Deadwood Mountain Grand					
2) Name: Patrick Sanders	_Phone Number:				
City/State: Deadwood, SD	_Event Name:32nd Black Hills Jeep Jamboree				
Event Location: The Lodge at Deadwood	_Email:email:				
3) Name:	_Phone Number:				
City/State: Big Bear Lake, CA	_Event Name:many Big Bear Jeep Jamborees				
Event Location: Big Bear Elks Lodge	_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:  Jeep Jamboree USA					
Name: Shawn Gulling	Title: Vice President				
Signature: Shaw P Gw	Date: March 11, 2025				
Name: Shawn Gulling Signature: Shaw Cw  Saytime Phone Number: 530-306-5189  Santamber: 18, 20, 2025					
September 18-20, 2025 Grou	p/Event Name:				





## **CERTIFICATE OF LIABILITY INSURANCE**

Section 4 Item n.

04/09/2024

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).

4110 001 1111					(-)		_
PRODUCER				CONTACT NAME:	Stephanie McFaul		
Insurance Serv	ices Group LLC			PHONE (A/C, No, Ext	): (316) 928-0044	FAX (A/C, No):	
1720 N Webb F	₹d			E-MAIL ADDRESS:	certs@isgkansas.com	W	
Suite 110					INSURER(S) AFFORDING COVERAGE	NAIC#	
Wichita		KS	67206	INSURER A:		18058	
INSURED					National Indemnity Company	20087	
	Mark A Smith Off Roading	ı, Inc., DBA: DBA Jeep Jambor			CA State Compensation Ins Fund	35076	
	2776 Sourdough Flat			INSURER D :	Burlington Insurance Company	23620	
				INSURER E :	Hamilton Select Insurance Inc	17178	
	Georgetown	CA	95634	INSURER F:	Landmark American Ins Co	33138	
COVERAGES		<b>CERTIFICATE NUMBER:</b>	CL244901653		REVISION NUM	BER:	

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.

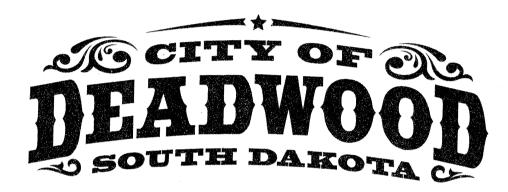
ISR TR	TYPE OF INSURANCE	INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE COCUR	11(35)	WVD	PHPK2672875		04/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 1,000,000 \$ 100,000 \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY PRO- JECT LOC OTHER:				04/01/2024		PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 3,000,000 \$ 2,000,000
В	AUTOMOBILE LIABILITY  ANY AUTO  OWNED AUTOS ONLY  HIRED AUTOS ONLY  AUTOS ONLY  AUTOS ONLY  AUTOS ONLY			73APB006540	05/15/2023	05/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$
,F	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE  DED RETENTION \$			See Description			EACH OCCURRENCE AGGREGATE	\$ \$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNIER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1417573-24	01/01/2024	01/01/2025	E.L. DISEASE - EA EMPLOYEE  E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
D	Product Liability			526BG10261	09/16/2023	09/16/2024	Aggregate Limit Each Occurence	2,000,000 1,000,000

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

(Insurer E) - XCHS320669-01 - (04/01/2024 - 04/01/2025) - \$4,000,000 Each Occur/Aggregate - Excess Liability over General liability & Employers' Liability (Insurer F) - LHA102449 - (05/15/2023 - 05/15/2024) - \$4,000,000 Each Occurrence/Aggregate - Excess Liability over Auto.

CERTIFICATI	E HOLDER		CANCELLATION		
The City of Deadwood			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
102 Sherman Sueet		AUTHORIZED REPRESENTATIVE			
	Deadwood	SD 57732	Cher L		

...........



**Event Complex Rental and Use Agreement** 

Event: Parts Unlimited Dealer Ride

Date of Event: OC+Ober 11 - 15, 2025

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

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

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# Outdoor Event Complex Deadwood, SD 57732

## **Deadwood Event Complex Rental and Use Agreement**

Event Name: Parts Unlimited Dealer Ride
Contact Information:
Name of Applicant: LISA Reif-
Business/Organization: Le Mans Corporation abaj Parts Unlimite
Mailing Address: $P.0.B0x5222$
City, State Zip: Janes ville, WI 53547
Business Phone: 608-741-5350 Cell Phone:
Email Address: Ireif@parts-unltd.com
Dates Event Complex requested:
Set up Date(s): 10/11/25 Hour(s): ANKINO IST USE
Set up Date(s): 10/11/35 Hour(s): <u>MYKING 184 USE</u> Event Date(s): 10/13/35 - 10/15/35 Hour(s): <u>PAVKING 184 USE</u>
Clean-up Date(s): 10/15/25 Hour(s): MKING 1AUSE
Approximate number of people who will attend:
Office use Only
I am applying to use the:  Ticket Booth  Key #
(Please check property requested)  Main Grandstand Concession  Key #
Main Grandstand Restrooms Key #
VIP Grandstand Reschold Field(s)
Baseball Field(s)  Baseball Field Restrooms
Ferguson Field Restrooms
Arena and Corral Areas
Venue Seating
Parking Lots  Pyrotechnics
Open Container's FOOTBOIL RESTERNOWS
11 Oct 1 Toot 1 Too 1 Toot 1 Too 1 Toot 1 To

## **Deadwood Event Complex Rental and Use Agreement**

Event Name: Parts Unlimited I	Donlop Pides
	JERUS PILITO
Compliance with Deadwood City Ordinances:	
Please review the City of Deadwood Ordinances located or www.cityofdeadwood.com or by calling (605) 578-2082.	n the City of Deadwood website:
<ol> <li>Deadwood Codified Ordinance - Chapter 8.12 - Note of this ordinance could be grounds for respectively.</li> </ol>	
2) Deadwood Codified Ordinance – Title 5 – Busines	s License. This ordinance may apply.
Additional contacts: Names & contact number of event representatives or sub-	-contractors (i.e. security, refuge, etc.):
Name: NA	Title:
Phone:	Representing:
Name:	Title:
Phone:	Representing:
Name:	Title:
Phone:	Representing:
Name:	Title:
Phone:	Representing:
Name:	Title:
Phone:	Representing:
Name:	Title:

## **Deadwood Event Complex Rental and Use Agreement**

Renter Type:	For-Profit	Private	□ Non-Profit □	Government
(Check One)	Categories a	bove defined in the Co	omplex Guidelines and Infor	mation Sheet
Rental Fees:		Event Complex Facilities	Parking Lots Only	Baseball Fields Only
		\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
Priva	te	\$300 / Day	\$200 / Day	\$100 / Day
		\$30 / Hr.	\$25 / Hr.	No charge
Non-Pr	ofit	\$250 / Day	\$150 / Day	No charge
		\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
For Pro	ofit	\$500 / Day	\$400/ Day	\$300 / Day
		T /		

### **Ticketed Events:**

**Government Agencies** 

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

No charge

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

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

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

No charge

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

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

Tent Rental, which is set and amended by resolution:
10' by 10' Set up and take down......\$200.00
20' by 30' Set up and take down.....\$400.00
\$\times 20' by 40' Set up and take down.....\$600.00

Version 11 - October 7, 2024

No charge

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees		Request to Waive	Refundable Depos	sits 112
<b>Event Complex Facilities</b>	\$		Key Deposit	\$ 100-
Add'l Set-up/Tear Down	\$		Damage Deposit	\$ 1,250°
Baseball Fields	\$			10 00
Parking Lots Only	\$ 1,000		<b>Total Deposits</b>	\$ <u>0/350</u> =
Tent	\$ 1800			/
Event Complex Cleaning			Alcohol Fee (Pg 1	8)
And Trash Removal	\$		(\$100.00 per day)	\$
Cleaning/Ferguson/Baseball	\$ 1350			
Streaming	\$	A ()		a e
Total Fees	\$ <u>02935.</u>			
Organization: LeMa	ns Corpu	ration dbal	Parts Uni	imited
Signature: Kathy	. Og mme	Date:	1-9-25	
0	Keman	s Corp		

Parts Unlimited Dealer Ride - October 11-		Request to	
15	 Fees	Waive	Notes
Event Complex Facilities			
Add'l Setup/Tear Down			
Baseball Fields			
Parking Lots Only	\$ 1,000.00		
Tent X 3	\$ 1,800.00		
Event Complex Cleaning/Trash			
Cleaning of Baseball Field Restrooms			
Cleaning of Ferguson Field Restrooms			
Streaming			
Total Fees	\$ 2,800.00		
Minus Request to Waive			Paid w/deposit of \$1350

# Acknowledgement of Use Rules and Regulations

# 40 m m		and the second s
	The user assumes responsibility for damage to the rented building(s) and/or area(amenities during the time of usage, including any time rented for set-up and clean-up. And damaged beyond normal wear and tear may be replaced or repaired at the option Deadwood at the user's expense. Liability will be the actual repair or replacement cost a be limited to the damage & cleaning deposit.	of City of
2.	In the event there is damage to the Event Complex or its amenities, City of Deadward appointed agent will notify the undersigned user of the nature and extent of the damage Deadwood will provide an appraisal of the repair or replacement within 30 days of Refund will be discussed at the next event committee meeting, which is the last Thurst month. If approved, refund will be issued after the City Commission meeting on the 1st or of each month. The user will be billed for any amount that exceeds the damage/cleaning.	the event. day of each 3 <sup>rd</sup> Monday
3.	The user agrees to leave the building and grounds in as good or better condition at the event. Any additional clean-up required after the event will be billed to the user at a rate \$100.00 per hour per person required to perform the work.	end of the te of
4.	A concessionaire is provided for approved special events at the Deadwood Event Companies of the event and the needs of the event organizer. The concessionaire has a guaramount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when this requested by the Event Organizer. If the event does not produce the two hundred and dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire are canceled when the event as the concessionaire has at that point prepared for the event taking placed is canceled prior to 72 hours from the event, the Concessionaire shall not be guaramented and fifty (\$250.00) dollars per day.	he concession nd fifty (\$250) ssionaire. The ithin 72 hours e. If the event
<del>5,</del>	The user is responsible for removal of trash and placing it in a dedicated area. All trash i	must be
	bagged.	Initials
6.	<ul> <li>I understand and agree: (Please Check Box for your Acknowledgement)</li> <li>The person in charge of the event must be in attendance at all times during the event. I have read &amp; signed the Alcohol Policy form.</li> <li>All guests must remain in the vicinity of the building/area rented and are not a roam the Event Complex or enter other buildings.</li> </ul>	illowed to
	The person in charge must keep the guests off the Football Field unless granted pe	rmission to us
	from the Deadwood City Commission for the event.  Smoking on City property, including the Event Complex, is prohibited except in des  No person shall smoke or carry any lighted smoking instrument, any cigar, ci  electronic cigarette on any City property.	ignated areas. garette, pipe,
	If the fire alarms sound, the person in charge will instruct all guests to evacuate to a	safe distance
		Page 7
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outside the building(s) until such time as the Fire Department allow  The person in charge will not allow anyone to interfere with the fire a  All vehicles must be parked in designated parking areas. No vehicle	vs re-entry.
All vehicles must be parked in designated parking areas. No vehicl	
All vehicles must be parked in designated parking areas. No vehicle	narm system.
Fire Lanes surrounding the buildings.	
The event representative understands and agrees to immediately p cleaning that exceeds the deposit amount.	ay for any damage or
If decorations are used, only painter's tape (low adhesive) can be umay be made in Event Complex property. Renter must remove all of	sed on any surfaces. No holes decorations and attachments.
No alterations can be made to the buildings or grounds without of Deadwood. This includes, but is not limited to, installating of wiring, cable or other devices or any alteration of the building.	ut the express permission of
All exits cannot be blocked during the event.	
Unless otherwise specified by the City Commission, all events mu Thursday and 11:00 p.m. Friday – Saturday. Any event permitted m present.	ay be required to have security
Noise that may cause inconvenience, annoyance or alarm to other that generates excessive noise must take place between the hours and must comply with Noise Regulations found in the City of Dead	lwood Codified Ordinance.
In case of an emergency, such as a fire, dial 911. In the case of a Police Department number is (605) 578-2623 and the Deadwood F	ire Department number is (605)
In case of issues related to the Event Complex during off bus problems, wastewater issues, lighting problems, property related County Dispatch at (605) 578-2230. The proper authority wastewater the problem. If the problem occurs during business hours (7am-4 Public Works Department at (605) 578-3082.	vill be dispatched to remedy
7 Outdoor/Animal Events: (Check Acknowledgement)	
The transcontatives are responsible for removal of all animal wa	aste, feed, straw and garbage.
Event representatives are responsible for cleaning all areas utilize	ed including the staging areas,
grounds, seating areas, parking areas, and buildings.	Initials K
**Local Non-Profits may be available to assist. If hiring a contractor, contr	ractor must have proof of
7. Outdoor/Animal Events: (Check Acknowledgement)  Event representatives are responsible for removal of all animal was event representatives are responsible for cleaning all areas utilize grounds, seating areas, parking areas, and buildings.  **Local Non-Profits may be available to assist. If hiring a contractor, contractor,	aste, feed, straw and garbage. ed including the staging areas,  Initials

### **Insurance and Liability**

#### Overview:

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

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

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

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

#### NOTE:

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

### The following pages include:

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

# Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

I have read this Facilities Use Agreement Indemnificati	on and Insurance Clause
Organization: Lemans loop aba;	Parts Unionited
Name: Kathy Sommervold	Title: Evert Manager
Signature: Kathy Jonnesold	Date: /- 9 - 25
de mans Corporation	

# 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):  REMEMBERS WELLE BLOCKEND FOR FOR A LICENSIA AND LICENS
Parking lots around football field for truck trailer Parking lot near endoyme with tento setup-window booths with display items and swag- No selling.
Special Events Holder hereby acknowledges, represents, and agrees as follows:
A. We understand that the above described activities may be dangerous and do or may involve risks of injury, loss of damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:
Initials 15
B. If required by this paragraph, we agree to require each participant in our special event to execute a RELEASE AND INDEMNIFICATION AGREEMENT for ourselves and for Deadwood, on a form approved by Deadwood. Contact Deadwood Parks, Recreations and Events Director for determination: 605-578-2082.
Participant Release and Indemnification required? YESNOX
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 <b>RELEASE AND INDEMIFICATION AGREEMENT</b> , 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.  Cxcept those
Page 11

E.	By signing this <b>RELEASE AND INDEMIFICATION AGREEMENT</b> , 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.  **EXCEPT THOSE**  **Initials**  **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**  **Initia
	except mose Initials 103
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
Н.	We understand and agree that this <b>RELEASE AND INDEMNIFICATION AGREEMENT</b> 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. <i>Initials</i>
l. 	This <b>RELEASE AND INDEMNIFICATION AGREEMENT</b> 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**  **Initial
eve	witness thereof, this release and indemnification agreement is executed by the special ents holder, acting by and through the undersigned, who represents that he or she is properly chorized to bind the Special Events Holder hereto.  Ganization:
	me: Kn Hun Dammerslotitle: Event Marages
	nature: Kathy Sommen a Date: 1-9-35
۵.۵	

# Not applicable

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

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, in 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 age for any claims, causes of action, or liability to any other person arising from my participation the activity listed above; and  3. Consent to receive any medical treatment deemed advisable during my participation in the activity listed above.  1. I have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement: 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:		ne the risks involved in participating in:	
Waive any claim or cause of action against and release from liability the City of Deadwood, i officers, employees, and agents for any liability for injuries to my person or property resulting from my participation in the activity listed above;  Agree to indemnify and hold harmless the City of Deadwood, its officers, employees and age for any claims, causes of action, or liability to any other person arising from my participation the activity listed above; and  Consent to receive any medical treatment deemed advisable during my participation in the activity listed above.  have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement consent to Medical Treatment, and fully understand its terms, understand that I have given up ubstantial rights by signing it, and have signed it freely and voluntarily without any inducement, issurance, or guarantee being made to me and indent my signature to be complete and unconditional elease of liability to the greatest extend allowed by law.  Date of Birth:  Date:  Date:			
officers, employees, and agents for any liability for injuries to my person or property resulting from my participation in the activity listed above;  Agree to indemnify and hold harmless the City of Deadwood, its officers, employees and age for any claims, causes of action, or liability to any other person arising from my participation the activity listed above; and  Consent to receive any medical treatment deemed advisable during my participation in the activity listed above.  Thave read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement 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 unconditic elease of liability to the greatest extend allowed by law.  Name:  Date of Birth:  Date:  Date:	-		
for any claims, causes of action, or liability to any other person arising from my participation the activity listed above; and  3. Consent to receive any medical treatment deemed advisable during my participation in the activity listed above.  have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement 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:	••	officers, employees, and agents for any	y liability for injuries to my person or property resulting
have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement 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 unconditionate of liability to the greatest extend allowed by law.  Name:	2.	for any claims, causes of action, or liab	the City of Deadwood, its officers, employees and agents oility to any other person arising from my participation in
have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement 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:	<b>}.</b>		ent deemed advisable during my participation in the
Address:		rance, or guarantee being made to me an	d indent my signature to be complete and unconditions
	elea	rance, or guarantee being made to me and see of liability to the greatest extend allow	d indent my signature to be complete and unconditiona wed by law.
	r <b>elea</b> Nam	rance, or guarantee being made to me and ase of liability to the greatest extend allow e:	d indent my signature to be complete and unconditiona wed by law.  Date of Birth:
	r <b>elea</b> Nam	rance, or guarantee being made to me and ase of liability to the greatest extend allower.  e:	d indent my signature to be complete and unconditiona wed by law.  Date of Birth:
	elea Nam Nddr	rance, or guarantee being made to me and allowers of liability to the greatest extend allower.  e:	d indent my signature to be complete and unconditiona wed by law.  Date of Birth:
	elea Nam Nddr	rance, or guarantee being made to me and allowers of liability to the greatest extend allower.  e:	d indent my signature to be complete and unconditiona wed by law.  Date of Birth:
	elea Nam Nddr	rance, or guarantee being made to me and allowers of liability to the greatest extend allower.  e:	d indent my signature to be complete and unconditiona wed by law.  Date of Birth:
	<b>elea</b> Nam Addr	rance, or guarantee being made to me and also of liability to the greatest extend allower.	d indent my signature to be complete and unconditional wed by law.  Date of Birth:  Date:
	Nam Addr Signa	rance, or guarantee being made to me and also of liability to the greatest extend allower.	d indent my signature to be complete and unconditional wed by law.  Date of Birth:  Date:

# NOT Applicable

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

	signatures below, we acknowledge that we arily assume the risks involved in participat	e are aware of, appreciate the character of, and ing:	
			Market and the second
· · · · · · · · · · · · · · · · · · ·			
	signatures below, on behalf of ourselves, on al representatives, and agents, we hereby	ur heirs, next of kin, successors in interest, assi	gns,
1.		st and release from liability the City of Deadwo ability for injuries to person or property resultin	
2.		e City of Deadwood, its officers, employees, and y to any other person arising from participation	
3.	Consent to receive any medical treatment listed above; and	t deemed advisable during participation in the	activity
4.	Acknowledge that we are signing below a the minor child named below.	is a minor child and as the parent or legal guard	ian of
substa assura release	ential rights by signing it, and have signed ince, or guarantee being made to me and ince of liability to the greatest extend allowe		ent, ditiona
		Date of Birth:	
Addres	SS:	en regeles and a second and a second of the	
Signatı	ure:	Date:	
Guardi	ian's Name:	Date of Birth:	
Addres	SS:		
Signati	:ure:	Date:	
\/o.no:-	n 11 October 7 2024	·	Page 1

### City of Deadwood Building Rental Rules

\*Building Rental Rules only apply if the event is utilizing the grandstands, crow's nest, or ticket booth. In addition to the rental agreement, the following rules are in force:

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

I have read and understand these rules.	•
Organization: Le Mans Corporation de	saffarts Unlimited
Name: Kathy Sommervold	Title: Event Manage
Signature: Kathy Donines	Date: 1-9-25
Lemas Corp	

### **Event Complex Parking Requirements**

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

The following rules are in force:

- A parking plan must be submitted as an attachment to this application and include the following information:
  - 1. Estimated attendance including Staff, spectators, and/or participants
  - 2. Parking Lots requested and location of proposed attendants
  - 3. Detailed drawing of proposed traffic flow and access; both pedestrian and vehicular
- Parking assistance required for events that use parking lots for spectators or contestants
- Fire lanes must be kept clear
- Number of Parking Attendants Required:
  - One Attendant located at the gate during the event at all times
  - One additional attendant for every 500 spectators or contestants
     \*Example: 1000 people in attendance with contestants, staff, and/or participants would require one gate attendant and two parking attendants
- Failure to provide required attendants will be billed \$100.00 per hour per attendant and City will assign attendants

### Additional Notes:

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

I have read and understand these rules.	
Organization: LeMans Cornovation of	balParts Unlimited
	Title: Event Manages
Signature: Kather Dommenla	Date: 1-9-20
Lemans Corp	

# Not Applicable

Responsibilities to and of the Concessionaire

- A. The Concessionaire shall sell quality food and beverages; schedule and provide full maintenance of the concession premises; employ, train, and supervise personnel with appropriate qualifications and experience to assist in such functions; perform or supervise employees in the performance of all other tasks related to the operation, maintenance of the concession premises; and pay for and obtain all licenses and permits necessary for the operation of the concessions granted. The Concessionaire may offer the sale of additional items from the Concession Premises but shall be limited to food and beverage and approved by the Deadwood City Commission.
- B. The Concessionaire shall not sell any alcohol. Alcohol during events held at the Deadwood Event Complex is the sole responsibility of the Event Organizer. The event organizer will have access to the coolers and the outside bars in the facility.
- C. Concessionaire shall at its own expense, at all times, keep the Concession Premises and areas within twenty-five (25) feet thereto in a neat, clean, safe, and sanitary condition; and keep the glass of all windows and doors serving such areas clean and presentable. Concessionaire shall furnish all cleaning supplies and materials needed to operate such areas in the manner prescribed in this agreement; Concessionaire shall provide or perform all necessary janitorial service to adequately maintain the inside and outside of such areas including concession seating. Concessionaire shall be responsible for keeping the areas within twenty-five (25) feet of the perimeter of such areas free of litter and clean of spills resulting from concession operations. The concessionaire shall be obligated to maintain a regular cleaning schedule, as well as a regular extermination service schedule.
- D. Garbage collection within the concession premises and within twenty-five (25) feet of the premises shall be maintained by the Concessionaire and disposed into a dumpster provided by the Event Organizer. The Concessionaire shall <u>NOT</u> 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 responsibili rental agreement and the use of the Deady Organization:	ties to and of the concessionaire as they relate to the vood Event Complex.  The Abay Parks Unlimited
Name:	Title
Signature:	Date:
Varsian 11 – October 7 2024	Page 17

### **Alcohol Policy for Facility Rentals**

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

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

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

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

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

• The renter is solely and wholly responsible to ensure all rules and regulations in regards to the serving of alcohol are followed.
YES, we will have alcohol at the contracted event and will abide by the Event Complex Alcohol Policy.
NO, we will not have alcohol at the contracted event and agree to police the buildings and parking area to ensure no alcohol is present at the event.
Organization: LeWans Corporation Parts Name:
Title: Event Manager Signature: Kaffy Januarld
Dates/Times Alcohol will be served:
Business name who will be serving:

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# NOT Applicable Liability Insurance

ability Insurance coverage is <u>required</u> if you plan to sell alcoholic beverages at your event or facilities ental.		
Name of Insurance Company:		
Agent's Name:	Policy Type:	
Phone:	Policy No.:	
Address:		
Please obtain the required insurance and mail an original in	surance certificate to:	
City of Deadwood Attn: Finance Office 102 Sherman Street Deadwood, SD 57732.		

# **General Business within the Event Complex**

1.	If you will be selling any items (tangible personal property), you and vendors must present a copy of South Dakota Sales Tax Licenses. For information on sales tax licensing contact the following:  South Dakota Department of Revenue Office 445 East Capitol Ave Pierre, SD 57501-3185
	(605) 773-3311
2	Initials KS
2.	If vendors are intended to be used during an approved event at the Deadwood Event Complex, all vendors shall comply with Chapter 5.28 of the Deadwood Codified Ordinances. This Ordinance is included within the guidelines and information packet for reference. In addition, vendors will be limited to designated areas (as indicated on the Event Complex site plan) within the Event Complex unless otherwise approved by the Deadwood City Commission. As the event organizer you understand the laws related to general business and vending within the City limits of Deadwood.
3.	As the event organizer and the renter of the French Court Court is
	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 2
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 <u>L</u> S
	anization: Le Mans Corporation about Parts Unlimited
Nan	ne: Title:
Sign	ature: Kathy Januar Cate: 1-10-25
>+400EEEE+caggese	ALMAD - COV

## **Event Complex Sign and Banner Policy**

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

terms, understand that I shall all 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: Le Mans Corporation Shaf Parts Unlimited  Name: KATHY Sommend of Title: Event Manager
X AD III CO
Name: RATHY Sommervala Title: Event Manager
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Signature: Kathy Sommer Date: 110-25
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### City of Deadwood Equipment and Services

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

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

### **Equipment and Services Provided** (Included in Rental Fees)

### Public Works Department

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

### Police Department

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

### Equipment and Services upon Request and Availability with Cost (NOT Included in Rental Fees)

### Public Works Department

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

### Arena prep work including:

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

### General Event Complex Services:

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

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

- Motor grader
- o Loader
- o Dump Truck
- Skid Steer / Bobcat
- o Sweeper (Large or Small)
- Bucket Truck
- o 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: Le Mans Corporation abal Parts Unlimited

Requirements (If first time renter):

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

The City of Deadwood may contact references to evaluate your performance as a renter.
1) Name: Holiday INN Marguette Phone Number: 906-315-4224
1) Party lynimited Dealer
Event Location: Event Name: <u>ar 300 for 15 ctrumered</u> Ride  Event Location: Email: <u>roomsales@mgtmi.holidayinn.</u>
2) Name: Louisville Marriott Dountown Phone Number: 502-627-5045
City/State: Louisville Ky Event Name: Louisville NVP Product &
Event Location: Email: Kussie. Simmonse white lodging. Co
3) Name: Baird Center Phone Number: 414-908-6067
100 A
" VEChrantes @ raced ora
Event Location: Email: KSCHWOTHESE Weat, 019
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: Lewans Complex and Boards Unlimited  Name:

Version 11 – October 7, 2024