



## 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**
  - [a.](#) 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.
  - [d.](#) Event Complex Application Update. Adding disclaimer and Ferguson Field.
  - [e.](#) Community Concert - June 17, 2025.
  - [f.](#) 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.
  - [l.](#) 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.
5. **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 Trehwella.

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. Trehwella 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.

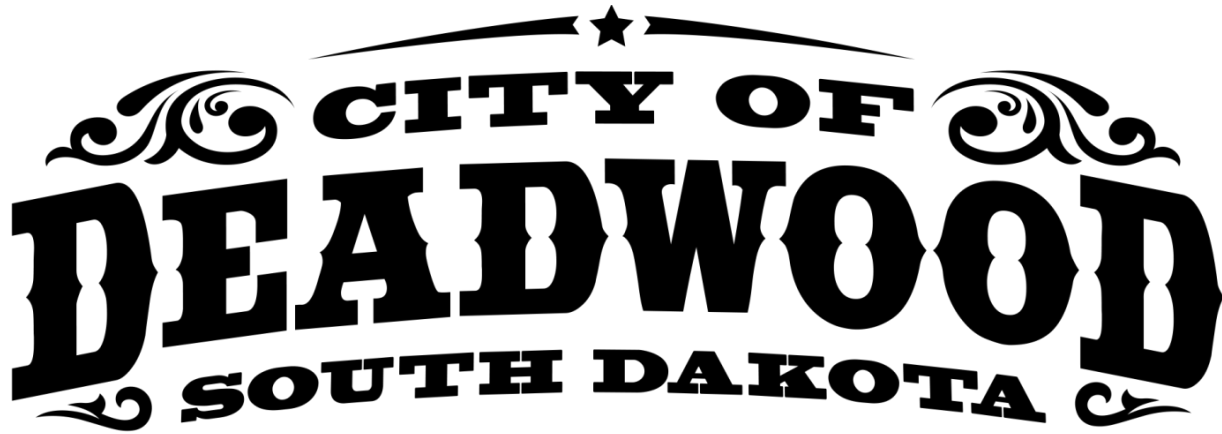
## **Upcoming Events:**

- 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**

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**Instructions:**

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

Adopted October 7, 2024

## EVENT INFORMATION

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

Event Title: Kool Deadwood Nites 2025

Event Date(s): August 19-24 Total Anticipated Attendance: \_\_\_\_\_  
 (month, day, year)

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

Actual Event Hours: (from: 10am \_\_\_\_\_ AM / PM (to): 10pm \_\_\_\_\_ AM / PM

Location / Staging Area: Wall to Pine St./Welcome Center Parkinglot

Set up/assembly/construction Tuesday 8/19 Start time: 6pm \_\_\_\_\_ AM / PM

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

Dismantle Date: Sunday August 24th Completion time: 2am \_\_\_\_\_ AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Wall to Deadwood 8/20-24 2pm - 2am

Deadwood to Pine 8/21-8/23 3pm-10pm

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

## OPEN CONTAINER

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

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

Adopted October 7, 2024



## OVERALL EVENT DESCRIPTION:

## ROUTE MAP/ SITE DIAGRAM/ SANITATION

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

Attached

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

NO



YES

☐

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

□



Will Items or services be sold at the event? If **YES**, please describe: \_\_\_\_\_  
 Band and KDN Merch

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**C**

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

☐☐

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

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

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

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

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

\_\_\_\_\_

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

☐ GAS      ☐ ELECTRIC      ☐ CHARCOAL      ☐ OTHER(SPECIFY): \_\_\_\_\_

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

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

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

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

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

## SAFETY / SECURITY / ACCESSIBILITY

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

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

Will work with all City Departments on a safety plan

\_\_\_\_\_

\_\_\_\_\_

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

NO YES



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

Security Organization: Badlands Securitiy

Security Organization Address: 11089 Snoma Rd Belle Fourche SD 57717  
(city) (state) (zip code)

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

NO YES



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

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

Number 1 Ambulance(s) – How provided? Monument Health

Number 3 Emergency Medical Technicians – How provided? \_\_\_\_\_

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

Acknowledge acceptance with initial: JA

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

Acknowledge acceptance with initial: JA

Acknowledge acceptance with initial: JA

Adopted October 7, 2024

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: 1

Number of Bands: 10

Type of Music: Oldies/Classic Rock

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Will **sound amplification** be used?

If **YES**, please indicate: Start Time: 10am AM / PM – Finish Time: 10pm AM / PM

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

If **YES**, 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.

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

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Are any signs, banners decorations or special lighting be used? If **YES**, please describe: \_\_\_\_\_

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

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

Local and Social media

NO YES

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

Local

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

NAME: Amanda Kille

PHONE: 605-578-1876

Adopted October 7, 2024



## 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: GL  
 Address: Box 507 Deadwood SD 57732  
(city) (state) (zip code)

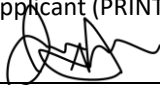
For final permit approval, you will need commercial general liability insurance that names "the City of Deadwood, its officers, employees and agents" as an additional insured. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, 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: City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.

## AFFIDAVIT OF APPLICANT

**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules and regulations established by the City Commission of Deadwood. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Deadwood.

Name of Applicant (PRINT): Jesse Allen Title: Event Coordinator  
  
 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.

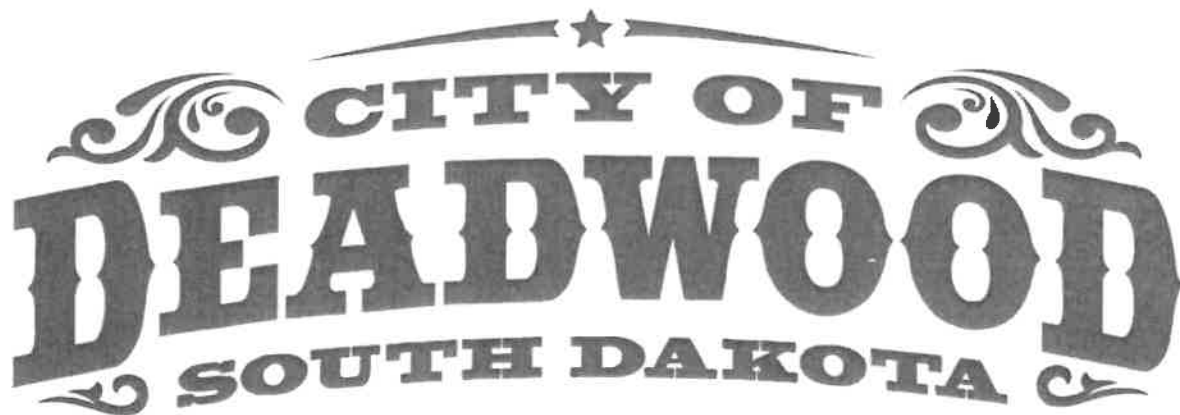
Request to waive vending fees to sell KDN & Band Merchandise at the Interpretive Lot, Welcome Center parking lot, Aug 19 through Sunday, Aug 24. The Event Complex Saturday, Aug 23<sup>th</sup> 7am-2pm only.

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**

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**Instructions:**

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

Adopted October 7, 2024

**EVENT INFORMATION**

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

Event Title: Mustang RallyEvent Date(s): 8/28/25

(month, day, year)

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

(# of Participants \_\_\_\_\_

# of Spectators \_\_\_\_\_)

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

AM / PM

Location / Staging Area: Wall to Deadwood St.Set up/assembly/construction 1pmStart time: 1pm

AM / PM

Please describe the scope of your setup / assembly work (specific details): Street closure for Mustang ParkingDismantle Date: 8/28/25Completion time: 4pm

AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date and time** of closing and time of re-opening: Wall to Deadwood St. 1pm-4pm

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

**OPEN CONTAINER**

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

Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted October 7, 2024

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**☐ Commercial (for profit)☐ Noncommercial (nonprofit)Sponsoring Organization: Sturgis Mustang RallyChief Officer of Organization (NAME): Frank LawtonApplicant (NAME): Jesse AllenBusiness Phone: ( 605 ) 210-1780Address: 501 Main StDeadwoodSD57732

(city)

(state)

(zip code)

Daytime phone: ( 605-578 ) 1876Evening Phone: ( 605-59 ) 1-9171

Fax #: (    )

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

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

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

(city)

(state)

(zip code)

Contact person "on site" day of event or facility use Frank LawtonPager/Cell #: 605-393-7865**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:**

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

**FEES / PROCEEDS / REPORTING**

NO



YES



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



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

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

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

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

Mustang Parking

Wall to Deadwood St. 1pm-4pm

Mustang Rally will reimburse Deadwood Alive for lost income at a total of \$300

Cars will stage in the Sherman St. Parking Lot before moving to Main St.

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

NO

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YES

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

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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.

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Does this event involve a fixed venue site? If **YES**, 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 / or Beer Garden Areas.

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

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

\_\_\_\_\_

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

☐ GAS      ☐ ELECTRIC      ☐ CHARCOAL      ☐ OTHER(SPECIFY): \_\_\_\_\_

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

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

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

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

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_



## **SAFETY / SECURITY / ACCESSIBILITY**

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

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

Sidewalks remain open

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

NO YES

☐
☒

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

Security Organization: Badlands Security

Security Organization Address: 11089 Sonoma Rd Belle Fourche SD 57732  
(city) (state) (zip code)

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

NO YES

☒
☐

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

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

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

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

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

Acknowledge acceptance with initial: FL

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

Acknowledge acceptance with initial: FL

Adopted October 7, 2024

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

\_\_\_\_\_

\_\_\_\_\_

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO

YES

☒
☐

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

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

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

☒
☐

Will **sound amplification** be used?

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

☒
☐

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

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

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

\_\_\_\_\_

\_\_\_\_\_

☒
☐

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

☒
☐

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO

YES

☒
☐

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

\_\_\_\_\_

\_\_\_\_\_

NO

YES

☒
☐

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

\_\_\_\_\_

\_\_\_\_\_

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

NAME: Frank Lawton

PHONE: 605-393-7865

Adopted October 7, 2024

## **INSURANCE REQUIREMENTS/LIQUOR LIABILITY**

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

Name of Insurance Company: Clouds of London  
Agent's Name: Chris Roberts  
Business Phone: (605) 717-6988 Policy Number: RSL00GL0291 Policy Type: AIL  
Address: 132 E Illinois St Springfield MO 65705  
(city) (state) (zip code)

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

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

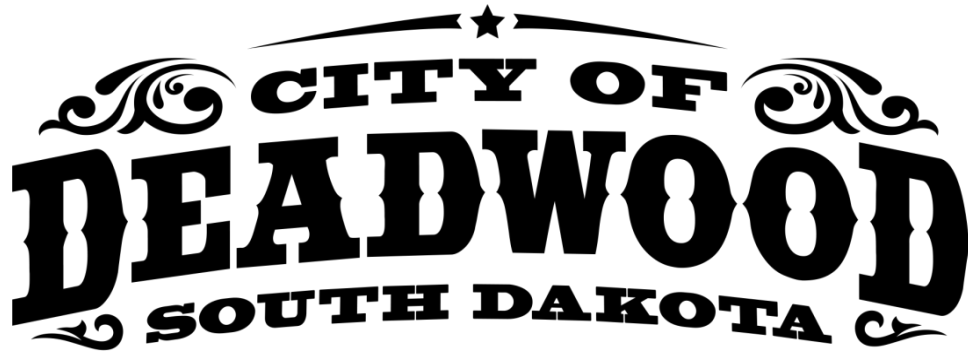
## AFFIDAVIT OF APPLICANT

**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules and regulations established by the City Commission of Deadwood. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Deadwood.

Name of Applicant (PRINT): BRADLEY, J. TON Title: SP  
 (Signature of Applicant/Sponsoring Organization) [Signature] Date: 2/21/25

**Adopted October 7, 2024**



## Event Complex Rental and Use Agreement

**Event:** Lead-Deadwood Soccer Association

3/29-5/29/

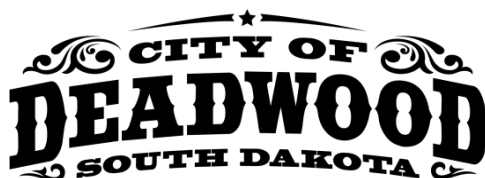
**Date of Event:** 25

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 Bacon

Business/Organization: Lead Deadwood Soccer Association

Mailing Address: PO Box 122

City, State Zip: Deadwood, SD 57732

Business Phone: 6053471000 Cell Phone: \_\_\_\_\_

Email Address: Brechelle\_14@hotmail.com

### Dates Event Complex requested:

Set up Date(s): 3-29-25 Hour(s): Evening

Event Date(s): Mon., Tues., Wed., Thurs., Sat. Hour(s): \_\_\_\_\_

Clean-up Date(s): 5-30-25 Hour(s): Evening

Approximate number of people who will attend: \_\_\_\_\_

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

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

### Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

# Deadwood Event Complex Rental and Use Agreement

Event Name: Lead-Deadwood Soccer Association

## Compliance with Deadwood City Ordinances:

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

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

## Additional contacts:

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

Name: Brechelle Bacon Title: President/Coach  
 Phone: 605-347-1000 Representing: LDSA

Name: Jasmine McCauley Title: Registrar  
 Phone: 575-499-5626 Representing: LDSA

Name: Tyler Martin Title: Coach  
 Phone: 614-852-1996 Representing: LDSA

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

# Deadwood Event Complex Rental and Use Agreement

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

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

## Rental Fees:

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

## Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold. 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):** \$1250 minimum (no alcohol) or \$2,500 minimum (serving alcohol), which includes a **\$250 non-refundable administrative fee.**

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

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

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

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

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

Please read the Use Guidelines for cancellation and reservation policies.

## Fees

Event Complex Facilities \$ \_\_\_\_\_  
 Baseball Fields \$ \_\_\_\_\_  
 Parking Lots \$ \_\_\_\_\_  
 Cleaning/Trash Removal \$ \_\_\_\_\_  
 Streaming \$ \_\_\_\_\_  
**Total Fees** \$0 \_\_\_\_\_

## Request to Waive

### Complex Fees



## Refundable Deposits

Key Deposit \$ \_\_\_\_\_  
 Damage Deposit \$ \_\_\_\_\_  
**Total Deposits** \$0 \_\_\_\_\_

Organization: Lead Deadwood Soccer Association

Signature:  Date: 3-12-25

Office Use Only:

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

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



## Acknowledgement of Use Rules and Regulations

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

BB  
Initials \_\_\_\_\_

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

BB  
Initials \_\_\_\_\_

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

BB  
Initials \_\_\_\_\_

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

BB  
Initials \_\_\_\_\_

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

BB  
Initials \_\_\_\_\_

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

☒ A person in charge of the event must be in attendance at all times during the event.

I have read & signed the Alcohol Policy form.

☒ All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Event Complex or enter other buildings.

☒ A person in charge must keep the guests off the Football Field unless granted permission to use from the Deadwood City Commission for the event.

☒ Smoking on City property, including the Event Complex, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette on any City property.

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

BB  
Initials \_\_\_\_\_

7. Outdoor/Animal Events: (Check Acknowledgement)

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

BB  
Initials \_\_\_\_\_

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

## Insurance and Liability

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### Overview:

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

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

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

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

---

### NOTE:

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

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The following pages include:

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

## Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

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

Organization: Lead Deadwood Soccer Association

Name: Brechelle Bacon

Title: 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.***

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

Lead Deadwood Soccer Association Practice/Games

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:

Lead Deadwood Soccer Association 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? YES ☒ NO ☐

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

Initials BB

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

Initials 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 **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 BB

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

Initials BB

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

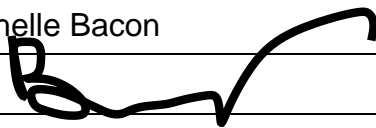
Initials BB

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

Organization: Lead Deadwood Soccer Association

Name: Brechelle Bacon

Title: President

Signature: 

Date: 3/12/25

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

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

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:  Date: 3/12/25

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

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

---



---

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

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

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

Minor's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

\_\_\_\_\_

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

Guardian's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

\_\_\_\_\_

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



## City of Deadwood Building Rental Rules

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

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

- No fog machine or similar device may be used in the buildings as they will set off the smoke alarms.
- No alcohol is allowed on any portion of the Event Complex unless consent has been given by City of Deadwood, and the Alcohol Policy has been signed and approved.
- No nails, staples, or tacks to be put on any City property. Painter's tape (low adhesive) is allowed.
- All decorations must be flame retardant in accordance with fire code.
- All exit lights must remain uncovered and visible.
- 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

Title: 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

Title: 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 concessionaire as they relate to the rental agreement and the use of the Deadwood Event Complex.**

Organization: Lead Deadwood Soccer Association

Name: Brechele 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 required if you plan to sell alcoholic beverages at your event or facilities rental.

Name of Insurance Company: \_\_\_\_\_

Agent's Name: \_\_\_\_\_ Policy Type: \_\_\_\_\_

Phone: \_\_\_\_\_ Policy No.: \_\_\_\_\_

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

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

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

## General Business within the Event Complex

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

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

Initials BB

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

Initials BB

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

Initials BB

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 BB

Organization: Lead Deadwood Soccer Association

Name: Brechelle Bacom

Title: President

Signature: 

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.**

Organization: Lead Deadwood Soccer Association

Name: Brechelle Bacon

Title: President

Signature: 

Date: 3/12/25

## City of Deadwood Equipment and Services

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

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- B. If the City provides services, equipment, or personnel in support of an event, the City will, charge the event organizer a cost determined by the Department Head in supervision of the services provided. The cost for use of equipment, personnel, and services is determined prior to submittal of application; additional services requested during the event will incur addition costs. ONLY the Department Head in supervision of the services provided shall approve additional services requested! Additional costs if applicable shall be mutually agreed upon prior to service and paid for prior to the service provided.
- C. Prior to submittal of this application, the applicant must meet with the proper City Department Head to determine costs and availability of services requested. A letter from the appropriate City Department stating the total costs and services available shall be submitted with the application along with payment for the services with the entire application.
- D. If the City is a co-sponsor of an event, city services, equipment, or personnel may be provided to support the event without charge.

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

#### Public Works Department

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



Police Department

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

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

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

## Arena prep work including:

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

## General Event Complex Services:

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

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

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

Police Department

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

Fire Department

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

## Renter Reference Sheet

**Renter/Organization Name:** 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 may contact references to evaluate your performance as a renter.

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: Lead, SD Event Name: Practice/Games  
 Event Location: \_\_\_\_\_ Email: \_\_\_\_\_


3) Name: LDHS Phone Number: \_\_\_\_\_  
 City/State: LEAD, SD Event Name: Practice/Games  
 Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

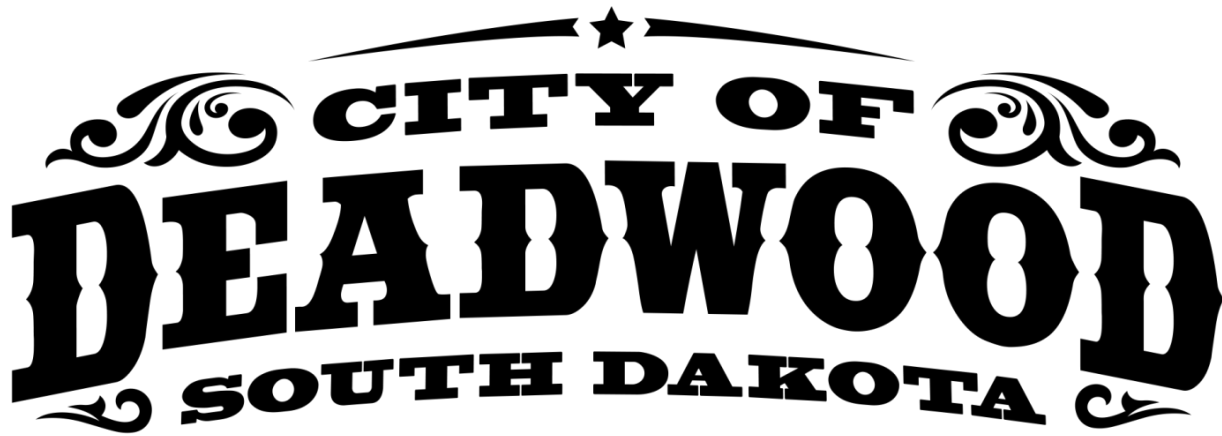
Organization: Lead Deadwood Soccer Association

Name: Brechelle Bacon Title: President

Signature:  Date: 3/12/25

Daytime Phone Number: 605-347-1000

Date of your Event(s): 3/29/25- 5/29/25 Group/Event Name: Lead Deadwood Soccer A



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

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

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## **Instructions:**

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

Adopted June 1, 2023

**EVENT INFORMATION**

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

Event Title: Deadwood Lead 76ers Swim Team PracticeEvent Date(s): September 23, 2024

(month, day, year)

Total Anticipated Attendance: April 2025 \*\* August 9

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

Actual Event Hours: (from: 3:30 p.m. AM / PM (to): 6:30 p.m. AM / PMLocation / Staging Area: Swimming Pool

Set up/assembly/construction \_\_\_\_\_ Start time: \_\_\_\_\_ AM / PM

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

Use of 2-3 lanes Monday-Friday. Use of 3rd lane when available.

Dismantle Date: \_\_\_\_\_ Completion time: \_\_\_\_\_ AM / PM

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

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

**OPEN CONTAINER**

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

Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted June 1, 2023

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**☐ Commercial (for profit)☐ Noncommercial (nonprofit)Sponsoring Organization: Deadwood Lead 76ers Swim TeamChief Officer of Organization (NAME): Stephenie Campbell, Misty & Hailey Trehwella, Sarah DirApplicant (NAME): Misty Trehwella Business Phone: (\_\_\_\_) \_\_\_\_\_Address: \_\_\_\_\_  
(city) (state) (zip code)Daytime phone: (605) 641-4549 Evening Phone: (\_\_\_\_) \_\_\_\_\_ Fax #: (\_\_\_\_) \_\_\_\_\_Please list any **professional event organizer** or **event service provider** hired by you that is authorized to work on your behalf to produce this event.

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

Address: \_\_\_\_\_  
(city) (state) (zip code)Contact person "on site" day of event or facility use 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

Swimmers will pay membership

Ok'd through Jereamy to coordinate with him on practice schedule.

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

NO

☒

YES

☐

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

☒☐

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

\_\_\_\_\_

☒☐

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

☒☐

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

Adopted June 1, 2023

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

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

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

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

\_\_\_\_\_

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

☐ GAS

☐ ELECTRIC

☐ CHARCOAL

☐ OTHER(SPECIFY): \_\_\_\_\_

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: \_\_\_\_\_

Trash Containers w / lids: \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

## SAFETY / SECURITY / ACCESSIBILITY

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

\_\_\_\_\_

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

\_\_\_\_\_

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

NO YES

☒
☐

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

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

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

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

NO YES

☒
☐

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

\_\_\_\_\_

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

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

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

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

Acknowledge acceptance with initial: MT

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

Acknowledge acceptance with initial: MT

Adopted June 1, 2023



## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

\_\_\_\_\_

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☒
☐

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

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

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

☒
☐

Will **sound amplification** be used?

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

☒
☐

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

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

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

\_\_\_\_\_

☒
☐

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

☒
☐

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: \_\_\_\_\_

\_\_\_\_\_

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

☒
☐

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

\_\_\_\_\_

NO YES

☒
☐

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

\_\_\_\_\_

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

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

Adopted June 1, 2023

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: \_\_\_\_\_  
 Agent's Name: \_\_\_\_\_  
 Business Phone: (\_\_\_\_)\_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_  
 Address: \_\_\_\_\_  
(city) (state) (zip code)

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

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

## AFFIDAVIT OF APPLICANT

**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules and regulations established by the City Commission of Deadwood. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Deadwood.

Name of Applicant (PRINT): Misty Trehwella Title: Treasurer/Admin Official  
Misty Trehwella Digitally signed by Misty Trehwella  
Date: 2024.07.31 12:13:39 -06'00' Date: 7/31/2024 March 23  
 (Signature of Applicant/Sponsoring Organization)

**FACILITY USE AGREEMENT  
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

\_\_\_\_\_  
Robert Perry

Date

Cabinet Secretary

City of Deadwood

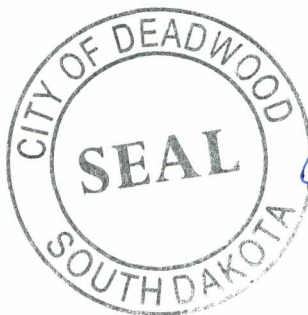
\_\_\_\_\_  
*[Signature]*

3-17-25

Dave Ruth, Jr.

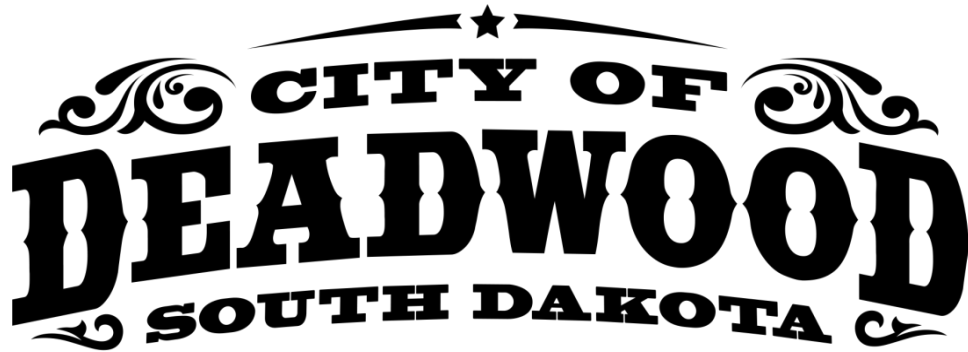
Date

Mayor



*[Signature]*

attest



## Event Complex Rental and Use Agreement

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

Date of Event: \_\_\_\_\_

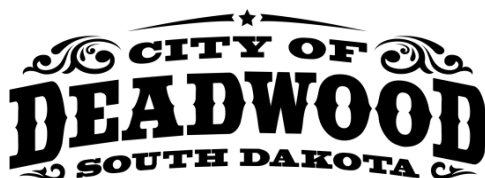
**\*\* Disclaimer: In an event of an local emergency. The South Dakota Department of Public Safety, Wildland Fire Division agreement signed March 17, 2025 will take effect for incident command operations site at the Event Complex. \*\***

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

## Compliance with Deadwood City Ordinances:

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

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

## Additional contacts:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Deadwood Event Complex Rental and Use Agreement

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

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

**Rental Fees:**

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

**Ticketed Events:**

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

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

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

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

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

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

**Tent Rental, which is set and amended by resolution:**

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

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

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

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

**Please read the Use Guidelines for cancellation and reservation policies.**

<u><b>Fees</b></u>		<u><b>Request to Waive</b></u>	<u><b>Refundable Deposits</b></u>
Event Complex Facilities	\$ _____	<input type="checkbox"/>	Key Deposit \$ _____
Add 'l Set-up/Tear Down	\$ _____	<input type="checkbox"/>	Damage Deposit \$ _____
Baseball Fields	\$ _____	<input type="checkbox"/>	
Parking Lots Only	\$ _____	<input type="checkbox"/>	<b>Total Deposits</b> \$ _____
Tent	\$ _____	<input type="checkbox"/>	Alcohol Fee (Pg 18)
Event Complex Cleaning			(\$100.00 per day) \$ _____
And Trash Removal	\$ _____		
Cleaning Baseball Field	\$ _____		
Cleaning Ferguson Field	\$ _____		
Streaming	\$ _____		
Water Usage	\$ _____		
<b>Total Fees</b>	<b>\$ _____</b>		

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

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

Office Use only:

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

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

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

Notes:

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## Acknowledgement of Use Rules and Regulations

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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

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

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

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

Initials \_\_\_\_\_

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials \_\_\_\_\_

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

## Insurance and Liability

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### Overview:

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

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

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

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

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### NOTE:

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

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The following pages include:

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

## Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

User shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) 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):

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

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

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Initials \_\_\_\_\_

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

Participant Release and Indemnification required? YES \_\_\_\_\_ NO \_\_\_\_\_

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_



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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

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

Initials \_\_\_\_\_

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

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

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

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

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

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

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

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

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

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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

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

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

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

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

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

Minor's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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

Guardian's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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

## City of Deadwood Building Rental Rules

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

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

- No fog machine or similar device may be used in the buildings as they will set off the smoke alarms.
- No alcohol is allowed on any portion of the Event Complex unless consent has been given by City of Deadwood, and the Alcohol Policy has been signed and approved.
- No nails, staples, or tacks to be put on any City property. Painter's tape (low adhesive) is allowed.
- All decorations must be flame retardant in accordance with fire code.
- All exit lights must remain uncovered and visible.
- 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.

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

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

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

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

## Alcohol Policy for Facility Rentals

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

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

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

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

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

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

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

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

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

## Liability Insurance

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

Name of Insurance Company: \_\_\_\_\_

Agent's Name: \_\_\_\_\_ Policy Type: \_\_\_\_\_

Phone: \_\_\_\_\_ Policy No.: \_\_\_\_\_

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

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

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



## General Business within the Event Complex

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

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

*Initials* \_\_\_\_\_

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

*Initials* \_\_\_\_\_

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

*Initials* \_\_\_\_\_

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

*Initials* \_\_\_\_\_

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

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

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

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## Event Complex Sign and Banner Policy

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

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

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

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

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

## City of Deadwood Equipment and Services

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

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

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

#### Public Works Department

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

Police Department

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

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

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

## Arena prep work including:

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

## General Event Complex Services:

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

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

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

Police Department

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

Fire Department

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

## Renter Reference Sheet

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

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

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

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

1) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

2) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

3) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

---

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

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

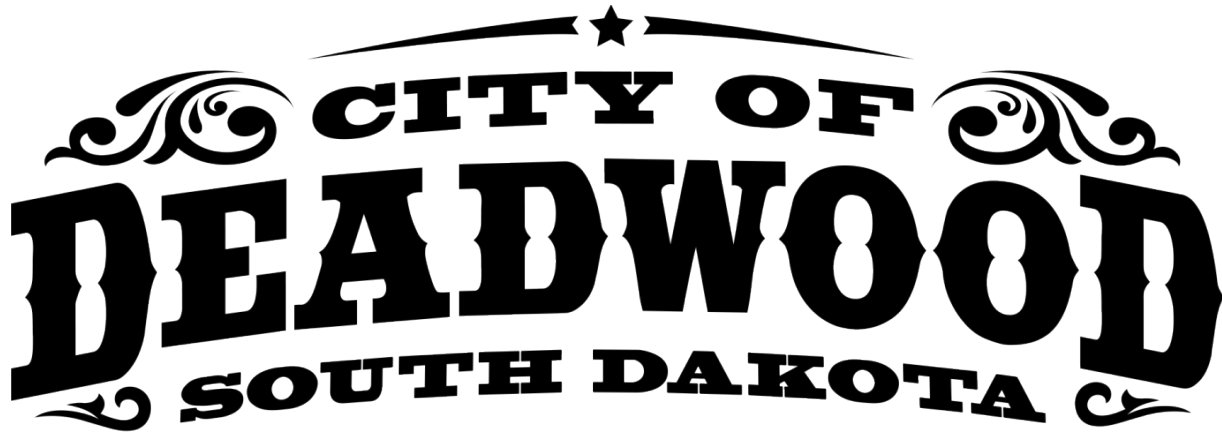
Organization: \_\_\_\_\_

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**

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**Instructions:**

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

Adopted October 7, 2024

**EVENT INFORMATION**

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

Event Title: Tuesday Night FREE COMMUNITY CONCERT - June 17, 2025Event Date(s): June 17, 2025 Total Anticipated Attendance: 1000  
(month, day, year)(# of *Participants* 50 # of *Spectators* 950)Actual Event Hours: (from: 7 pm AM / PM (to): 9 pm AM / PM)Location / Staging Area: Outlaw SquareSet up/assembly/construction June 17 Start time: 2:30 AM / PMPlease describe the scope of your setup / assembly work (specific details): \_\_\_\_\_  
Production Load in and band load in \_\_\_\_\_Dismantle Date: June 17 Completion time: 10 pm AM / PMList any street(s) requiring closure as a result of this event. Include street name(s), day, date and time of closing and time of re-opening: Deadwood St - Main to Pioneer Way - 6 pm to 10 pm

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

**OPEN CONTAINER**

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

Date: <u>June 17</u>	Times: <u>5 pm to 10 pm</u>	Zone: <u>1 &amp; 2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**☐ Commercial (for profit)☒ Noncommercial (nonprofit)Sponsoring Organization: Outlaw SquareChief Officer of Organization (NAME): Wade Morris aka Bobby RockApplicant (NAME): Wade Morris aka Bobby Rock Business Phone: 605-210-1780Address: 703 Main St Deadwood, SD 57732

(city)

(state)

(zip code)

Daytime phone: 605-717-6848Evening 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)

Contact person "on site" day of event or facility use Bobby 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): \_\_\_\_\_

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



# 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 special Tuesday Night FREE COMMUNITY CONCERT for everyone to attend. In Support of SD Ag Summit & R Calf convention

Brandon Jones will be performing from 7 pm until 9 pm

We are requesting Deadwood St closure from 6 pm until 10 pm possible food truck corn hole boards, games set up on Deadwood St.

We are requesting Open Container for zones 1 & 2 from 5 pm to 10 pm

## OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

- |   |  |   |
|---|--|---|
| <p>NO<br/><input checked="" type="checkbox"/></p> | <p>YES<br/><input type="checkbox"/></p>    | Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please provide your liquor liability insurance information to the last page of this application.   |
| <p><input type="checkbox"/></p>                   | <p><input checked="" type="checkbox"/></p> | Will Items or services be sold at the event? If <b>YES</b> , please describe: <u>Band Merchandise</u>   |
| <p><input checked="" type="checkbox"/></p>        | <p><input type="checkbox"/></p>            | 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. |
| <p><input type="checkbox"/></p>                   | <p><input checked="" type="checkbox"/></p> | 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 / 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.

➤ Canopies or Tent Locations.

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

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

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

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

➤ Booths, Exhibits, Displays or Enclosures.

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

➤ Vehicles and / or Trailers.

➤ Trash Containers and Dumpsters.

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

Number of trash cans: 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

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

Outlaw Square will handle internal security - private security hired for crowd control

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

Outlaw Square is ADA compliant

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

NO YES

☐
☒

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

Security Organization: Badland Security

Security Organization Address: 11090 Snoma Road - Belle Fourche, SD

(city)

(state)

(zip code)

Security Director (Name): Fritz Carlson

Business phone: 605-210-1780

NO YES

☐
☒

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

Outlaw Square has lightning

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

Number n/a Ambulance(s) – How provided? \_\_\_\_\_

Number n/a Emergency Medical Technicians – How provided? \_\_\_\_\_

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

Acknowledge acceptance with initial: WM

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

Acknowledge acceptance with initial: WM

Adopted October 7, 2024

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

Businesses and residents will be notified through public hearings

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☐
☒

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

Number of Stages: 1

Number of Bands: 1

Type of Music: country rock

☐
☒

Will **sound amplification** be used?

If **YES**, please indicate: Start Time: 7 AM / PM – Finish Time: 9 AM / PM

☐
☒

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

If **YES**, please indicate: Start Time: 4 pm AM / PM – Finish Time: 4:30 pm 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 **YES**, please attach a copy of your permit (issued by the State Fire Marshall's office) to this application.

☒
☐

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: \_\_\_\_\_

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

☐
☒

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

Social media, posters, website

NO YES

☒
☐

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

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

NAME: Bobby Rock PHONE: 605-641-9162

Adopted October 7, 2024

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Hub International  
 Agent's Name: Chris Roberts  
 Business Phone: ( ) \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_  
 Address: Spearfish, SD 57783  
(city) (state) (zip code)

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

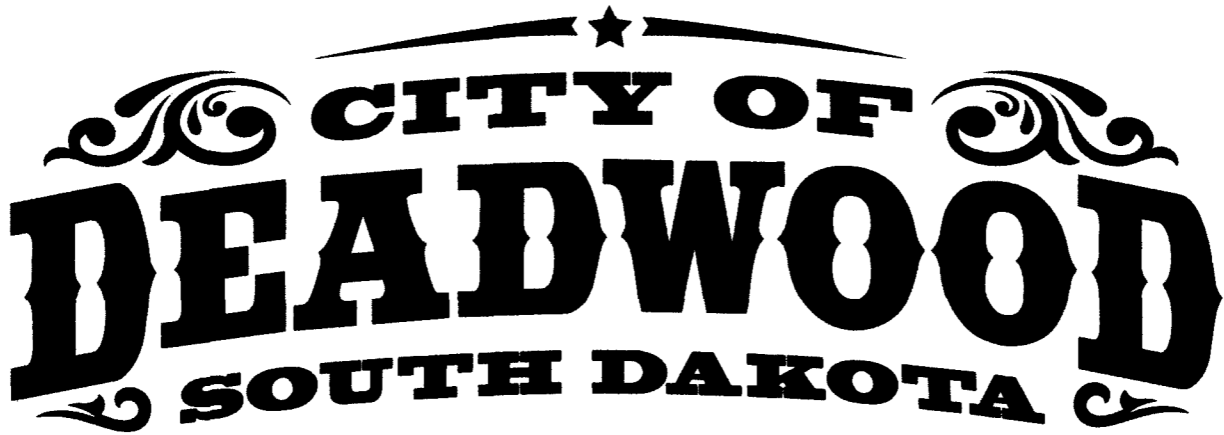
The City must be named as an "additional insured." Please obtain the required insurance and mail an original insurance certificate to: City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.

## AFFIDAVIT OF APPLICANT

**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules and regulations established by the City Commission of Deadwood. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Deadwood.

Name of Applicant (PRINT): Wade Morris Title: Director  
 \_\_\_\_\_ Date: 3/24/25  
 (Signature of Applicant/Sponsoring Organization)



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

**Deadwood Friday Farmers Market**

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**Instructions:**

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

Adopted October 7, 2024

## EVENT INFORMATION

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

Event Title: Deadwood Friday Farmers Market

Event Date(s): Fridays, Jun 20 - Sep 12 Total Anticipated Attendance: Varies  
 (month, day, year)

(# of Participants # of Spectators)

Actual Event Hours: (from: 4pm AM / PM (to): 7pm AM / PM

Location / Staging Area: Gordon Park

Set up/assembly/construction Fridays, Jun 20 - Sep 12 Start time: 1pm AM / PM

Please describe the scope of your setup / assembly work (specific details): Vendor must unload, move their vehicle to park elsewhere and return to set up their booth

Dismantle Date: Fridays, Jun 20 - Sep 12 Completion time: 8pm AM / PM

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

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

## OPEN CONTAINER

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

Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted October 7, 2024

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**☐ Commercial (for profit)☒ Noncommercial (nonprofit)Sponsoring Organization: Deadwood Farmers Market Inc / MSI is providing financial supportChief Officer of Organization (NAME): Vicki DarApplicant (NAME): Vicki Dar Business Phone: 509-879-1992Address: 374 Williams St • Deadwood • SD • 57732  
(city) (state) (zip code)Daytime phone: 509-879-1992 Evening Phone: 509-879-1992 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: N/AAddress: \_\_\_\_\_  
(city) (state) (zip code)Contact person "on site" day of event or facility use Vicki Dar Pager/Cell #: 509-879-1992**(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): \_\_\_\_\_We are a SD State Domestic Nonprofit in the process of securing our IRS recognized  
501c3 status. The SD Nonprofit Certificate 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:

Farmers Market

Fridays beginning June 20

Gordon Park

Request to waive Vendor fees and Vendor signage

Vendors sell produce, canned goods, art & crafts and pre-made food items

Each week one to three non-profits organizations will be on sight to promote their organizations

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

NO

☒

YES

☐

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

☐
☒

Will Items or services be sold at the event? If **YES**, please describe: Vendors sell produce, canned goods, art & crafts and pre-made food items

☒
☐

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

☐
☒

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

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

➤ Booths, Exhibits, Displays or Enclosures.

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

➤ Vehicles and / or Trailers.

➤ Trash Containers and Dumpsters.

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

Number of trash cans: 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. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

Farmers Market page, Chamber and City News

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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☐

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

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

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

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

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☐

Will **sound amplification** be used?

If **YES**, please indicate: Start Time: \_\_\_\_\_ 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: \_\_\_\_\_

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

☐
☒

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: \_\_\_\_\_  
Banners day of \_\_\_\_\_

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

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☒

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

Social media, posters, emails, city and chamber news

NO YES

☒
☐

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

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

NAME: Vicki Dar

PHONE: 509-879-1992

Adopted October 7, 2024

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

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

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

(city)

(state)

(zip code)

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

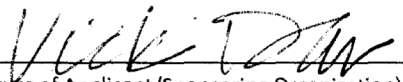
The City must be named as an "additional insured." Please obtain the required insurance and mail an original insurance certificate to: **City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.**

## AFFIDAVIT OF APPLICANT

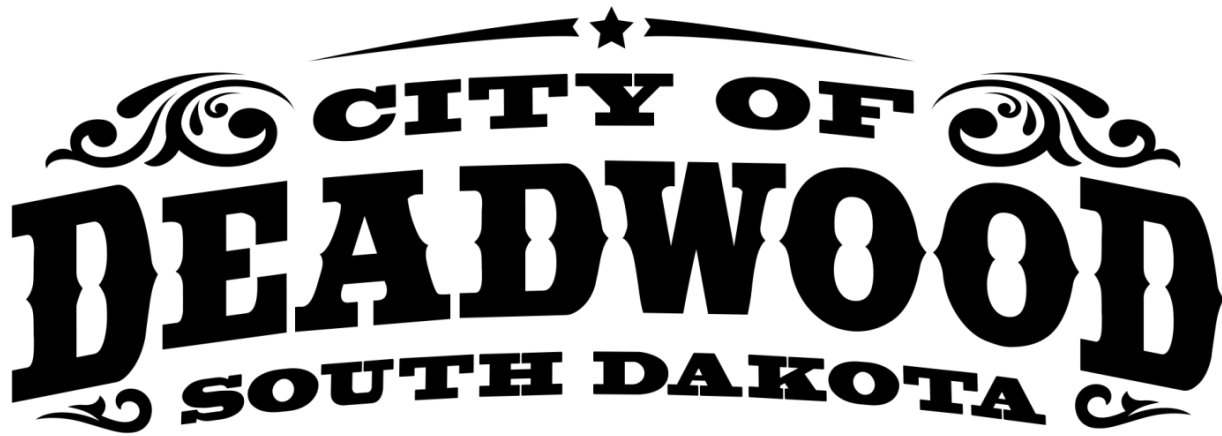
**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules and regulations established by the City Commission of Deadwood. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Deadwood.

Name of Applicant (PRINT): Vicki Dar \_\_\_\_\_ Title: President/Volunteer \_\_\_\_\_

  
(Signature of Applicant/Sponsoring Organization)

Date: 3-24-25 \_\_\_\_\_



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

Bev's Poker Run - June 22, 2025

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## **Instructions:**

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

Adopted June 1, 2023

**EVENT INFORMATION**

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

Event Title: Bev;s Poker Run - June 22, 2025Event Date(s): June 22, 2025 Total Anticipated Attendance: 50-100  
(month, day, year)(# of Participants 50-100 # of Spectators \_\_\_\_\_)Actual Event Hours: (from: 5 pm AM / PM (to): 10 pm AM / PMLocation / Staging Area: Saloon #10 - 657 Main St - Deadwood

Set up/assembly/construction \_\_\_\_\_ Start time: \_\_\_\_\_ AM / PM

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

Dismantle Date: \_\_\_\_\_ Completion time: \_\_\_\_\_ AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: None  
\_\_\_\_\_  
\_\_\_\_\_

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

**OPEN CONTAINER**

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

Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted June 1, 2023

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**☐ Commercial (for profit)☒ Noncommercial (nonprofit)Sponsoring Organization: Saloon #10Chief Officer of Organization (NAME): Clay SpragueApplicant (NAME): Clay Sprague Business Phone: (605) 591-9765Address: \_\_\_\_\_  
(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.

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

Address: \_\_\_\_\_  
(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                      |   |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please provide your liquor liability insurance information to the last page of this application.   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will Items or services be sold at the event? If <b>YES</b> , please describe: _____<br>_____<br>_____   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 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. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 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:

- 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: N/A      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: N/A

\_\_\_\_\_

Other Related Event Components not covered above. N/A

\_\_\_\_\_

\_\_\_\_\_

## SAFETY / SECURITY / ACCESSIBILITY

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

\_\_\_\_\_

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

\_\_\_\_\_

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

NO YES

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

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

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

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

NO YES

☒
☐

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

\_\_\_\_\_

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

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

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

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

Acknowledge acceptance with initial: CS

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

Acknowledge acceptance with initial: CS

Adopted June 1, 2023

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: \_\_\_\_\_  
**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**, please state the number of bands and type of music.

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

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

☒
☐

Will **sound amplification** be used?

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

☒
☐

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

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

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

☒
☐

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

☒
☐

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: \_\_\_\_\_

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

☐
☒

Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:  
**Posters and social media** \_\_\_\_\_

NO YES

☒
☐

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

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

NAME: Clay Sprague PHONE: 605-591-9765

Adopted June 1, 2023

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

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

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

(state)

(state)

(zip code)

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

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

## AFFIDAVIT OF APPLICANT

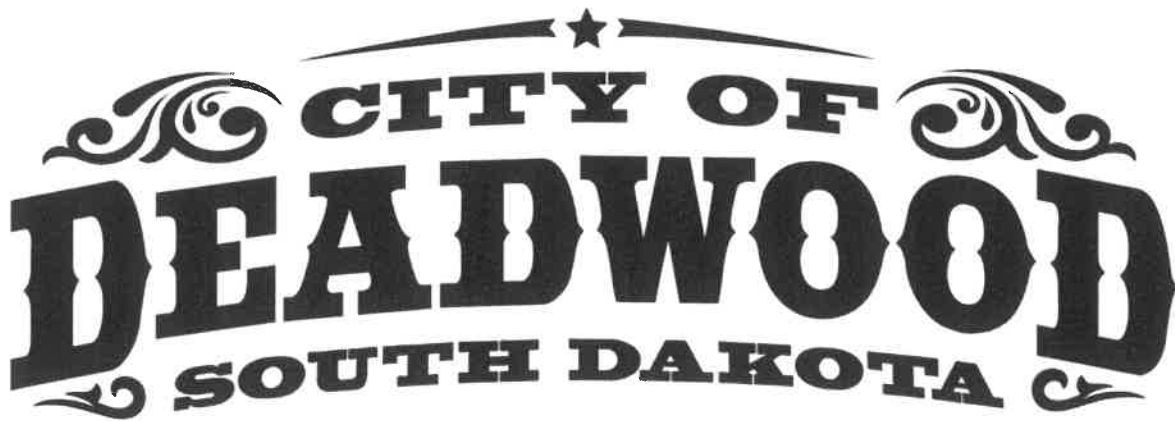
**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules and regulations established by the City Commission of Deadwood. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Deadwood.

Name of Applicant (PRINT): Clay Sprague Title:

Date: 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

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### Instructions:

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

Adopted October 7, 2024

## EVENT INFORMATION

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

Event Title: Mr. Wu's Wong Weekend

Event Date(s): June 26th, 27th, 28th 2025 Total Anticipated Attendance: \_\_\_\_\_  
 (month, day, year)

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

Actual Event Hours: (from: 3:00 PM AM / PM (to): 9:00 PM AM / PM

Location / Staging Area: Mr. Wu's, 560 Main Street

Set up/assembly/construction \_\_\_\_\_ Start time: \_\_\_\_\_ AM / PM

Please describe the scope of your setup / assembly work (specific details): Chinese Dancers in the street for a max of 15 minutes, 3 times each day. June 26, 27, 28th of June 2025

Dismantle Date: June 28th Completion time: 9:00 PM AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Will Provide temporary 15 minute pauses in traffic on Main St.

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

## OPEN CONTAINER

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

Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted October 7, 2024

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**☒ Commercial (for profit)☐ Noncommercial (nonprofit)Sponsoring Organization: Mr. Wu'sChief Officer of Organization (NAME): Bart HammApplicant (NAME): Mr. Wu's / Bart Hamm Business Phone: ( 605 ) 717-2598Address: 560 Main Street Deadwood SD 57732  
(city) (state) (zip code)Daytime phone: ( 605 ) 390-8525 Evening Phone: ( 605 ) 390-8525 Fax #: ( )Please list any **professional event organizer** or **event service provider** hired by you that is authorized to work on your behalf to produce this event.

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

Address: \_\_\_\_\_  
(city) (state) (zip code)Contact person "on site" day of event or facility use Jim Smitt Pager/Cell #: 605-591-9314**(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:

Temporary traffic pauses on Main St. on June 26, 27, and 28th to allow dancers and spectators to safely move 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 Deadwood Alive Shoot Outs

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

- | NO                                  | YES                      |   |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please provide your liquor liability insurance information to the last page of this application.   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will Items or services be sold at the event? If <b>YES</b> , please describe: _____<br>_____<br>_____   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 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. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 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 / or Beer Garden Areas.

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

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

\_\_\_\_\_

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

☐ GAS      ☐ ELECTRIC      ☐ CHARCOAL      ☐ OTHER(SPECIFY): \_\_\_\_\_

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

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

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**SAFETY / SECURITY / ACCESSIBILITY**

Please describe your procedures for both **Crowd Control** and **Internal Security**: Jim Smitt hired security  
will provide security and assist with traffic pauses

Please describe your Accessibility Plan for access at your event by individuals with disabilities: Sidewalks will be  
open for spectators.

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

NO YES

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

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

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

Security Director (Name): Jim Smitt Business phone: 605 717-2598

NO YES

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

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

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

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

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

Acknowledge acceptance with initial: BH

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

Acknowledge acceptance with initial: BH

Adopted October 7, 2024

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

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

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### **ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES**

NO YES

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

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

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

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Will **sound amplification** be used?

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

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

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

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

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

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Are any signs, banners decorations or special lighting be used? If **YES**, please describe: \_\_\_\_\_

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

NO YES

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

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NO YES

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

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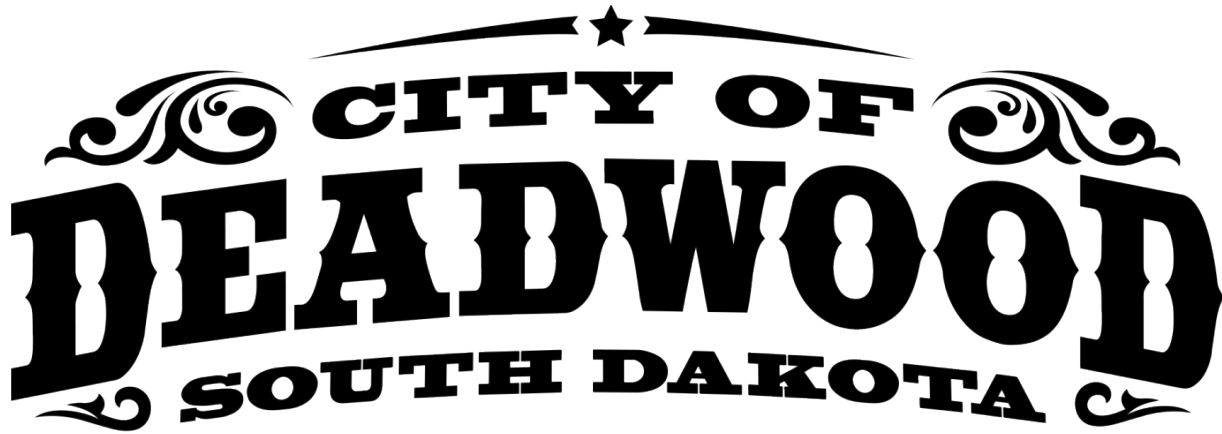


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Refer all event public inquiries and / or media inquiries for this event to:

NAME: Mr. Wu's PHONE: 605-717-2598

Adopted October 7, 2024



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

**Park West/Jacobs Gallery Free Concert June 28, 2025**

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**Instructions:**

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

Adopted October 7, 2024

**EVENT INFORMATION**

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

Event Title: Park West/Jacobs Gallery Free Concert June 28, 2025Event Date(s): June 28, 2025 Total Anticipated Attendance: unknown  
(month, day, year)

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

Actual Event Hours: (from: 3 pm AM / PM (to): 10 pm AM / PMLocation / Staging Area: Outlaw SquareSet up/assembly/construction June 28 Start time: 9 am AM / PMPlease describe the scope of your setup / assembly work (specific details): \_\_\_\_\_  
Load in of production equipment and band load in \_\_\_\_\_Dismantle Date: June 28 Completion time: 11 pm AM / PMList any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Deadwood St, June 29 - 5 pm - 11 pm

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

**OPEN CONTAINER**

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

Date: <u>June 28, 2025</u>	Times: <u>12 pm - 10 pm</u>	Zone: <u>1 &amp; 2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**☐ Commercial (for profit)☒ Noncommercial (nonprofit)Sponsoring Organization: Outlaw Square/Jacobs Gallery/Park WestChief Officer of Organization (NAME): Wade Morris aka Bobby RockApplicant (NAME): Wade Morris aka Bobby Rock Business Phone: 605-210-1710Address: 703 Main St Deadwood, SD 57732

(city)

(state)

(zip code)

Daytime phone: 605-717-6848Evening 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)

Contact person "on site" day of event or facility use Bobby 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

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YES

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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:

This a free concert in conjunction with Jacobs Gallery/Park West Gallery event that will be taking place in Deadwood.

The concert will begin at 8 pm

The show will be open to the public as General Admission with an area set aside specifically for Jacobs/Park West attendees.

Requesting the closure of Deadwood St from Main St. to Pioneer Way 5 - 11 pm

Outlaw Square 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 be Jacobs Gallery license will be used.

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

- | NO                                  | YES                                 |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please provide your liquor liability insurance information to the last page of this application.   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Will Items or services be sold at the event? If <b>YES</b> , please describe: _____<br>_____<br>_____   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 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. |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 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 / or Beer Garden Areas.

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

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

\_\_\_\_\_

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

☐ GAS      ☐ ELECTRIC      ☐ CHARCOAL      ☐ OTHER(SPECIFY): \_\_\_\_\_

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

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

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

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

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: 8

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: Outlaw Square Staff will handle clean up and removal of garbage after event

\_\_\_\_\_

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

\_\_\_\_\_

## SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: \_\_\_\_\_  
**Outlaw Square will handle crowd control and internal security**

Please describe your Accessibility Plan for access at your event by individuals with disabilities: \_\_\_\_\_  
**Outlaw Square is ADA accessible**

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

NO YES

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

Security Organization: **Badlands Security**

Security Organization Address: **11090 Snoma Road Belle Fourche, SD**

(city)

(state)

(zip code)

Security Director (Name): **Fritz Carlson**

Business phone: **605-210-1710**

NO YES

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

**Outlaw Square lighting**

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

Number n/a Ambulance(s) – How provided? \_\_\_\_\_

Number n/a Emergency Medical Technicians – How provided? \_\_\_\_\_

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

Acknowledge acceptance with initial: **WM**

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

Acknowledge acceptance with initial: **WM**

Adopted October 7, 2024

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

Residents and businesses will be notified through City Public Hearing notices \_\_\_\_\_

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: 1

Number of Bands: 1

Type of Music: Classic Rock

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Will **sound amplification** be used?

If **YES**, please indicate: Start Time: 6 pm AM / PM – Finish Time: 10 pm AM / PM

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

If **YES**, please indicate: Start Time: 3 pm AM / PM – Finish Time: 4 pm AM / PM

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

Powerhouse Production will be provided stage production

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

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Are any signs, banners decorations or special lighting be used? If **YES**, please describe: \_\_\_\_\_

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

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

NO YES

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

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

NAME: Bobby Rock PHONE: 605-641-9162

Adopted October 7, 2024

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

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

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

## AFFIDAVIT OF APPLICANT

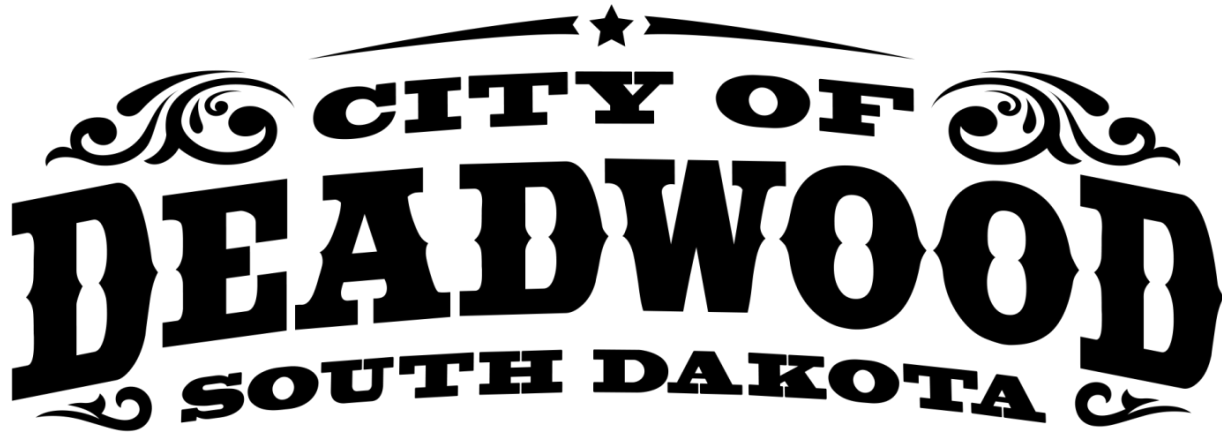
**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules and regulations established by the City Commission of Deadwood. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Deadwood.

Name of Applicant (PRINT): Wade Morris aka Bobby Rock Title: 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**

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**Instructions:**

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

Adopted June 1, 2023

**EVENT INFORMATION**

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

Event Title: Weekend Freedom Concert July 5, 2025Event Date(s): July 5, 2025 Total Anticipated Attendance: 2500  
(month, day, year)(# of Participants 50 # of Spectators 2450)Actual Event Hours: (from: 8 pm AM / PM (to): 10 pm AM / PMLocation / Staging Area: Outlaw SquareSet up/assembly/construction July 5 Start time: 7 am AM / PMPlease describe the scope of your setup / assembly work (specific details):  
Load in of Stage production equipment and band load inDismantle Date: July 6 Completion time: 12 am AM / PMList any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Deadwood St. from Main to Pioneer way - July 5, 7 am - July 6, 12 am  
Requesting use of Siever St. July 5, 6 am to July 6, 12 am (if needed)

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

**OPEN CONTAINER**

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

Date: <u>July 5, 2025</u>	Times: <u>5 pm until 10 pm</u>	Zone: <u>1 &amp; 2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**☐ Commercial (for profit)☒ Noncommercial (nonprofit)Sponsoring Organization: Outlaw SquareChief Officer of Organization (NAME): Wade Morris aka Bobby RockApplicant (NAME): Wade Morris aka Bobby Rock Business Phone: (605 ) 717-6848Address: 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 Bobby 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                                 |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please provide your liquor liability insurance information to the last page of this application.   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Will Items or services be sold at the event? If <b>YES</b> , please describe: <u>Band Merchandise, tshirts, cd's, stickers etc.</u>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 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. |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 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.

- 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

Please describe your procedures for both **Crowd Control** and **Internal Security**: \_\_\_\_\_  
 Internal security will be handled by Outlaw Square - crowd control will be handled by private security firm.

Please describe your Accessibility Plan for access at your event by individuals with disabilities: \_\_\_\_\_  
 Outlaw Square is ADA compliant

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

NO YES

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

Security Organization: Badlands Security

Security Organization Address: 1109 Snoma Road, Belle Fourche, SD

(city)

(state)

(zip code)

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

NO YES

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

Outlaw Square and city street lights will be on to illuminate the area

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

Number 1 Ambulance(s) – How provided? Monument Health

Number 2 Emergency Medical Technicians – How provided? Monument Health

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

Acknowledge acceptance with initial: wm

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

Acknowledge acceptance with initial: wm

Adopted June 1, 2023

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: \_\_\_\_\_  
 Residents and businesses will be notified through city public hearing notices \_\_\_\_\_

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: 1

Number of Bands: 1 each day

Type of Music: variety

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Will **sound amplification** be used?

If **YES**, please indicate: Start Time: 6 pm AM / PM – Finish Time: 10 pm AM / PM

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

If **YES**, please indicate: Start Time: 4 pm AM / PM – Finish Time: 5 pm AM / PM

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

Powerhouse sound is our sound & lighting production company

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

☐
☒

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: \_\_\_\_\_  
stage lighting

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

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

NO YES

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

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

NAME: Bobby Rock PHONE: 605-641-9162

Adopted June 1, 2023

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Hub International - Lloyds of London  
 Agent's Name: Chris Robers  
 Business Phone: (\_\_\_\_) \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: Commerical Liability  
 Address: Deadwood, SD  
(city) (state) (zip code)

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

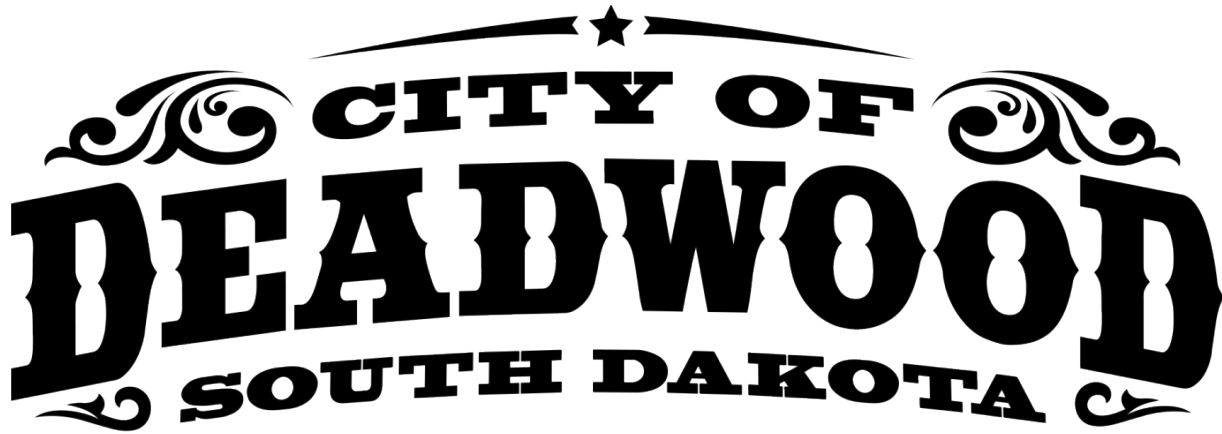
The City must be named as an "additional insured." Please obtain the required insurance and mail an original insurance certificate to: City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.

## AFFIDAVIT OF APPLICANT

**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules and regulations established by the City Commission of Deadwood. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Deadwood.

Name of Applicant (PRINT): Wade Morris aka Bobby Rock Title: Director  
 \_\_\_\_\_ Date: 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**

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**Instructions:**

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

Adopted October 7, 2024

**EVENT INFORMATION**

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

Event Title: Black Hills Shoot Out/AAU Wrestling July 19, 2025Event Date(s): July 19, 2025 Total Anticipated Attendance: 800  
(month, day, year)(# of Participants 300 # of Spectators 500)Actual Event Hours: (from: 6 pm AM / PM (to): 10 pm AM / PMLocation / Staging Area: Outlaw SquareSet up/assembly/construction July 18 Start time: 8 am AM / PM

Please describe the scope of your setup / assembly work (specific details): \_\_\_\_\_  
 Preliminary set up will begin on Friday with bleacher load in and bike gates brought to Square - Actual construction  
 will take place on Sat. July 19, at 6 am - bleachers will be removed on Monday July 21

Dismantle Date: July 20 Completion time: 12 am AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing  
 and time of re-opening: Deadwood St closure - Main to Pioneer Way - July 19 6 am to 12 am July 20

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

**OPEN CONTAINER**

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

Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

## 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)

Contact person "on site" day of event or facility use Bobby 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

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YES

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

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Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): 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 3rd year of the AAU Wrestling tournament taking place at Outlaw Square with wrestlers participating from around the region. This is a fundraiser for the Lead/Deadwood AAU wrestling club.

Bleachers will be placed at Outlaw Square for public seating during the event

This is a ticketed event with wrestling club charging admission. Security gates will be placed along the main street sidewalk and down the curb of Deadwood St on Rocksino side from Main to Pioneer way to secure the venue

Requesting Deadwood St. closure beginning at 6 am for set up of team camp tents

Wrestling mats will be used on the Outlaw Square turf

Registration begins at noon - matches begin at 6 pm

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

- |   |                                     |   |
|---|-------------------------------------|---|
| NO<br><input checked="" type="checkbox"/> | YES<br><input type="checkbox"/>     | Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please provide your liquor liability insurance information to the last page of this application.   |
| <input type="checkbox"/>                  | <input checked="" type="checkbox"/> | Will Items or services be sold at the event? If <b>YES</b> , please describe: <u>Wrestling club tshirts - concessions</u>   |
| <input checked="" type="checkbox"/>       | <input type="checkbox"/>            | 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. |
| <input type="checkbox"/>                  | <input checked="" type="checkbox"/> | 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: \_\_\_\_\_

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 .....\$200.00

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

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

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

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

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: Outlaw Square staff along with wrestling club will handle clean up and disposal

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

## SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: Outlaw Square will handle all security

Please describe your Accessibility Plan for access at your event by individuals with disabilities: Outlaw Square is ADA compatible

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

NO YES

1

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

Security Organization:

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

(city) (state) (zip code)

Security Director (Name): Business phone: 605-717-6848

NO YES

☐

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

Outlaw Square lighting will be used

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

Number n/a	Ambulance(s) – How provided?
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Number	n/a	Emergency Medical Technicians – How provided?
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APPLICANT specifically acknowledges and agrees that it shall be solely responsible for any damage to personal property located in or stored in or upon DEADWOOD's property pursuant to the activity for which approval is being sought and that DEADWOOD shall not be responsible for any damage or loss to or of APPLICANT's property which results from any cause or reason with regard to personal property owned by APPLICANT stored or located on DEADWOOD's property pursuant to approval of the activity for which approval is being sought herein.

Acknowledge acceptance with initial: **wm**

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

Acknowledge acceptance with initial: **wm**

Acknowledge acceptance with initial: **wm**

Adopted October 7, 2024

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

Businesses and residents will be notified through public hearing notices

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

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

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

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

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Will **sound amplification** be used?

If **YES**, please indicate: Start Time: 6 pm AM / PM – Finish Time: 10 pm AM / PM

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

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

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

Outlaw Square sound system will be used

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

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Are any signs, banners decorations or special lighting be used? If **YES**, please describe: \_\_\_\_\_

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

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

Through the wrestling club

NO YES

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

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

NAME: Mike Sneesby PHONE: 605-645-1664

Adopted October 7, 2024

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Certificate of insurance will be provided by wrestling club

Agent's Name: \_\_\_\_\_

Business Phone: ( ) Policy Number: Policy Type:

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

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

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

## AFFIDAVIT OF APPLICANT

**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

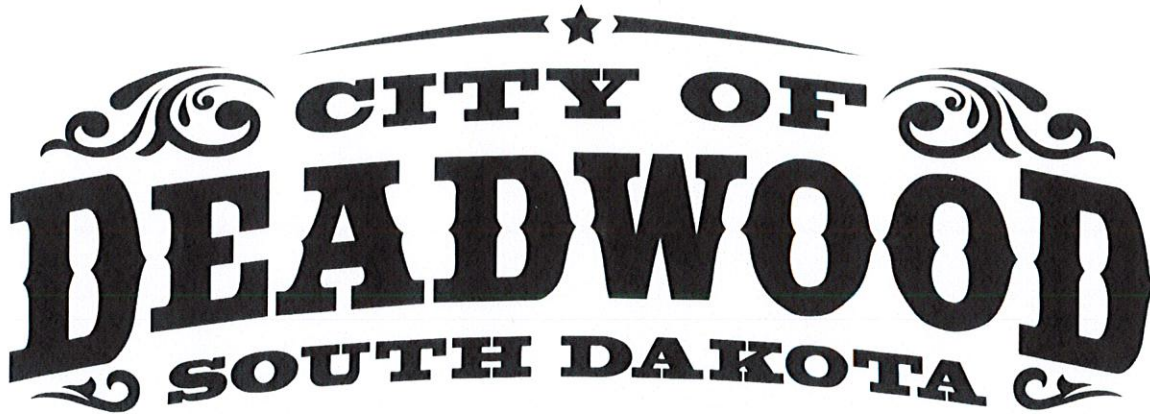
I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules and regulations established by the City Commission of Deadwood. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Deadwood.

Name of Applicant (PRINT): Wade Morris Title: Director

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Date: 3/24/25

(Signature of Applicant/Sponsoring Organization)



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

## Legends Ride

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### Instructions:

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

Adopted October 7, 2024

## EVENT INFORMATION

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

Event Title: Legends Ride

Event Date(s): 8/4/2025 Total Anticipated Attendance: 500  
(month, day, year)

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

Actual Event Hours: (from: 9AM AM / PM (to): 4PM AM / PM

Location / Staging Area: Deadwood-Pine

Set up/assembly/construction 8/4/2025 Start time: 9AM AM / PM

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

Dismantle Date: 8/4/2025 Completion time: 4PM AM / PM

List any street(s) requiring closure as a result of this event. Include street name(s), day, date and time of closing and time of re-opening: Deadwood to Pine 8/4/2025 9AM-4PM interpretive lot 6AM-3PM

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

## OPEN CONTAINER

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

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Adopted October 7, 2024

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**☒ Commercial (for profit)☐ Noncommercial (nonprofit)Sponsoring Organization: Buffalo Chip Campground, LLCChief Officer of Organization (NAME): Rod WoodruffApplicant (NAME): Kris Sammons Business Phone: 605-347-9000Address: 20622 Fort Meade Way, Sturgis, SD 57785

(city)

(state)

(zip code)

Daytime phone: 605-347-9000Evening Phone: 605-641-8490

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: 20622 Fort Meade Way, Sturgis, SD 57785

(city)

(state)

(zip code)

Contact person "on site" day of event or facility use Dion Harris Pager/Cell #: 605-863-1298**(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): participants pay a fee thta is completely used for charitable contribution to support local charities



## 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:

Legends Ride , recurring yearly Event

Bikes Parked in front of Silverado/Franklin

Held Monday August 4, 2025, 9 AM - 4PM

Request the use of a section of the interpretive Lot 6AM-3PM for overflow parking.

If not utilized, the lot will be reopened

Fund raising event to include charities such as South Dakota Special Olympics

Rapid City Flame, Shriners Transportation Fund for Children

request to waiver banner fees for directional banners

request police escort at 3PM in conjunction with SDDOT and all other local law enforcement agencies by special permit application

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

NO

YES

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

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

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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.

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Does this event involve a fixed venue site? If **YES**, 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 / or Beer Garden Areas.

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

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

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

☐ GAS      ☐ ELECTRIC      ☐ CHARCOAL      ☐ OTHER(SPECIFY): \_\_\_\_\_

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

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

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

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

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

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

## SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: \_\_\_\_\_  
security will be provided \_\_\_\_\_

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

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

NO YES



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

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

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

Security Director (Name): \_\_\_\_\_ Business phone: 605-347-9000

NO YES



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

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

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

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

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

Acknowledge acceptance with initial: \_\_\_\_\_

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

Acknowledge acceptance with initial: \_\_\_\_\_

Adopted October 7, 2024

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

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## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☒
☐

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

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

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

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Will **sound amplification** be used?

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

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

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

Please describe the sound equipment that will be used for your event: \_\_\_\_\_  
 Outlaw Square PA System

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

☐
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Are any signs, banners decorations or special lighting be used? If **YES**, please describe: \_\_\_\_\_

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## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO 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

NO YES

☐
☒

Will there be any live media coverage during your event? If **YES**, please explain:  
 local news agencies usually have a representative to film

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

NAME: Cody Ertman/Media

PHONE: 605-641-2328Hub I

Adopted October 7, 2024



## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Hub International  
 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.

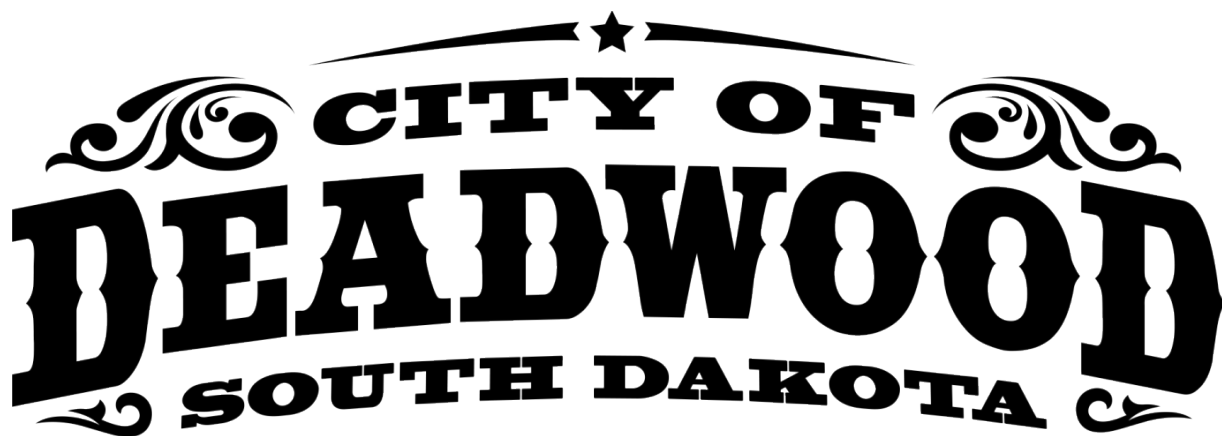
The City must be named as an "additional insured." Please obtain the required insurance and mail an original insurance certificate to: City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.

## AFFIDAVIT OF APPLICANT

**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules and regulations established by the City Commission of Deadwood. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Deadwood.

Name of Applicant (PRINT): Fred Woodruff Title: CEO  
Buffalo Chip Campground, LLC by: Fred Woodruff Date: 7/3/2025  
 (Signature of Applicant/Sponsoring Organization)



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

## **Rusty Wallace Ride-**

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### **Instructions:**

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

Adopted October 7, 2024

## EVENT INFORMATION

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

Event Title: Rusty Wallace Ride-

Event Date(s): August 8, 2025 Total Anticipated Attendance: 200  
 (month, day, year)

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

Actual Event Hours: (from: 12PM AM / PM (to): 10PM AM / PM

Location / Staging Area: Outlaw Square/Main Street

Set up/assembly/construction August 8 Start time: 11AM/4PM AM / PM

Please describe the scope of your setup / assembly work (specific details): \_\_\_\_\_  
 closing of Main Street between Pine and Shine -staging will include pre-set up of bar, then the bollards will be in place  
 with gates on Deadwood ST

Dismantle Date: August 8 Completion time: 3:15PM Main/10 PM Deadwood AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Main Street between Pine and Shine closed from 12PM until 3PM, will reopen when riders depart-Deadwood Street closed from 4PM until 10PM

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

## OPEN CONTAINER

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

Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted October 7, 2024

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☒ Commercial (for profit)

☐ Noncommercial (nonprofit)

Sponsoring Organization: Buffalo Chip Campground, LLC

Chief Officer of Organization (NAME): Rod Woodruff

Applicant (NAME): Kris Sammons Business Phone: 605-347-9000

Address: 20622 Fort Meade Way, Sturgis SD 57785

(city)

(state)

(zip code)

Daytime phone: 605-347-9000

Evening Phone: 605-641-8490

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: 20622 Fort Meade Way, Sturgis, SD 57785

(city)

(state)

(zip code)

Contact person "on site" day of event or facility use Cody Ertman Pager/Cell #: 605-641-2328

**(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): participants pay a fee that is completely used for charitable contributions

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

**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 Wallace Charity Ride-this is the second year for this ride in Deadwood

The Rusty Wallace Charity Ride will kick off with a party at Outlaw Square and the Rocksino by Hard Rock Deadwood.

The registration will take place at the Outlaw Square and post ride event will take place at the Rocksino-There will be NO Alcohol served in Outlaw Square 9am -3pm

We are requesting street closure of Main Street between Pine Street and Deadwood Street for registered bike parking from 12pm until departure at 3pm

Request street closure of Deadwood Street from Main Street to Pioneer Way from 4pm until 10PM. Returning participants will park on Deadwood Street for post event gathering at the Rocksino. Security will be in place at both the pre and post event and post ride events

Also request Deadwood Police escort upon departure and during arrival from 85/14 down Main Street to Deadwood St

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

- |   |  |   |
|---|--|---|
| <p>NO<br/><input checked="" type="checkbox"/></p> | <p>YES<br/><input type="checkbox"/></p>    | <p>Does the event involve the sale or use of alcoholic beverages? If <b>YES</b>, please provide your liquor liability insurance information to the last page of this application.</p>   |
| <p><input type="checkbox"/></p>                   | <p><input checked="" type="checkbox"/></p> | <p>Will Items or services be sold at the event? If <b>YES</b>, please describe: <u>Ride event merchandise may be sold</u></p>   |
| <p><input type="checkbox"/></p>                   | <p><input checked="" type="checkbox"/></p> | <p>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.</p> |
| <p><input type="checkbox"/></p>                   | <p><input checked="" type="checkbox"/></p> | <p>Does this event involve a fixed venue site? If <b>YES</b>, attach a detailed site map showing all street impacted by the event.</p>  |

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 / or Beer Garden Areas.

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

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

\_\_\_\_\_

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

☐ GAS      ☐ ELECTRIC      ☐ CHARCOAL      ☐ OTHER(SPECIFY): \_\_\_\_\_

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

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

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

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

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: 8      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: Outlaw Square staff will handle pick up of trash and dispose at end of event.

\_\_\_\_\_

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

\_\_\_\_\_

## SAFETY / SECURITY / ACCESSIBILITY

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

Please describe your Accessibility Plan for access at your event by individuals with disabilities: Outlaw Square is ADA compliant

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

NO YES

1

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

Security Organization:

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

(city) (state) (zip code)

Security Director (Name): \_\_\_\_\_ Business phone: 605-347-9000

NO YES

7

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

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

Number N/A      Ambulance(s) – How provided?

Number N/A      Emergency Medical Technicians – How provided?

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

Acknowledge acceptance with initial: \_\_\_\_\_

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

Acknowledge acceptance with initial:

Acknowledge acceptance with initial:

Adopted October 7, 2024

## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

Residents and businesses will be notified through public meeting hearing notices

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☒
☐

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

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

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

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

☐
☒

Will **sound amplification** be used?

If **YES**, please indicate: Start Time: 12PM AM / PM – Finish Time: 3PM 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: \_\_\_\_\_

Outlaw Square PA System will be used

☒
☐

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: \_\_\_\_\_  
registration signs will be in place

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

☐
☒

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

promoted by Buffalo Chip Campground website and social media platforms

NO YES

☐
☒

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

local news agencies usually have a reporter covering the event

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

NAME: Cody Ertman PHONE: 605-641-2328

Adopted October 7, 2024

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Hub International  
 Agent's Name: Jeremy Vliem/Sturgis  
 Business Phone: (605) 347-4644 Policy Number: \_\_\_\_\_ Policy Type: Commercial Liability  
 Address: 20622 Fort Meade Way 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: City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.

## AFFIDAVIT OF APPLICANT

**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules and regulations established by the City Commission of Deadwood. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Deadwood.

Name of Applicant (PRINT): \_\_\_\_\_ Title: \_\_\_\_\_

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

(Signature of Applicant/Sponsoring Organization)



March 11, 2025

RE: 33<sup>rd</sup> 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**

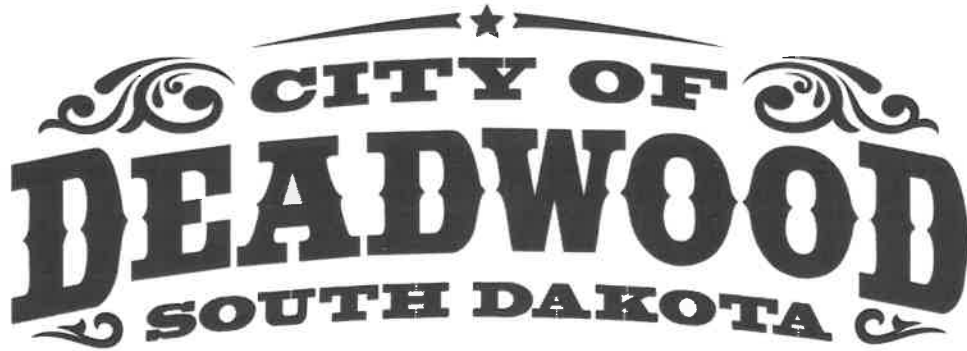
Vice President

Office - 530-333-4002

Cell - 530-306-5189

Email - shawn@jeepjam.com

Please visit us on the web at: [www.jeeppamboreeusa.com](http://www.jeeppamboreeusa.com)



## Event Complex Rental and Use Agreement

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

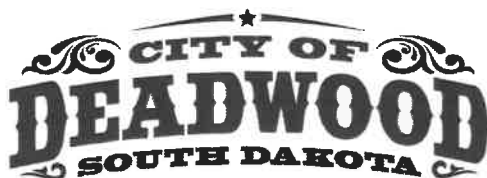
**Date of Event:** September 18-20, 2025

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

Event Name: 33rd Black Hills Jeep Jamboree

### 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 Phone: 530-306-5189

Email Address: shawn@jeepjam.com

### Dates Event Complex requested:

Set up Date(s): September 18, 2025 Hour(s): 1:00 PM to 7:00 PM

Event Date(s): September 19-20, 2025 Hour(s): 7:00 AM to 10:00 AM

Clean-up Date(s): September 20, 2025 Hour(s): 9:00 AM to 10:00 AM

Approximate number of people who will attend: 250

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)
- ☐ 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 Name: 33rd Black Hills Jeep Jamboree

## Compliance with Deadwood City Ordinances:

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

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

## Additional contacts:

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

Name: Don Patnoe Title: Local Coordinator

Phone: 605-484-1210 Representing: Jeep Jamboree USA

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

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

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

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

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

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

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

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

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

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

## Deadwood Event Complex Rental and Use Agreement

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

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

**Rental Fees:**

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

**Ticketed Events:**

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

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

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

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

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

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

**Tent Rental, which is set and amended by resolution:**

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

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

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

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

<u>Fees</u>		<u>Request to Waive</u>	<u>Refundable Deposits</u>
Event Complex Facilities	\$ 600.00	<input type="checkbox"/>	Key Deposit \$ 100.00
Add'l Set-up/Tear Down	\$ _____	<input type="checkbox"/>	Damage Deposit \$ 1,250.00
Baseball Fields	\$ _____	<input type="checkbox"/>	
Parking Lots Only	\$ _____	<input type="checkbox"/>	<b>Total Deposits</b> \$ 1,350.00
Tent	\$ _____	<input type="checkbox"/>	Alcohol Fee (Pg 18)
Event Complex Cleaning			(\$100.00 per day) \$ _____
And Trash Removal	\$ _____		
Cleaning Baseball Field	\$ _____		
Cleaning Ferguson Field	\$ _____		
Streaming	\$ _____		
Water Usage	\$ _____		
<b>Total Fees</b>	<b>\$ 600.00</b>		

Organization: Jeep Jamboree USA

Jeep Jamboree - September 18-20	Fees	Request to 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		Paid w/deposit of \$1350

## Acknowledgement of Use Rules and Regulations

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

Initials SG

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 SG

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.

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

Initials SG

#### 7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials 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:  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 Deadwood 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 SG

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

Initials SG



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

Initials 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 SG

- 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 SG

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

Initials SG

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

Initials SG

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

Organization: Jeep Jamboree USA

Name: Shawn Gulling

Title: Vice President

Signature: Shawn P Gulling

Date: March 11, 2025

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

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

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

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

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

Name: Shawn Gulling Date of Birth: August 4, 1973  
 Address: 2776 Sourdough Flat  
Georgetown, CA 95634  
 Signature: *Shawn Gulling* Date: March 11, 2025

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

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

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

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

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

Minor's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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

Guardian's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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

## City of Deadwood Building Rental Rules

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

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

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

**I have read and understand these rules.**

Organization: Jeep Jamboree USA

Name: Shawn Gulling

Title: Vice President

Signature: Shawn P Gulling

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: Shawn P. Gulling

Date: March 11, 2025

## Responsibilities to and of the Concessionaire

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

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

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

Organization: Jeep Jamboree USA

Name: Shawn Gulling Title: Vice President

Signature: *Shawn P Gulling* 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 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: Jeep Jamboree USA Name: Shawn Gulling

Title: Vice President Signature: Shawn P Gulling

Dates/Times Alcohol will be served: N/A - NO ALCOHOL WILL BE SERVED

Business name who will be serving: N/A

## Liability Insurance

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

Name of Insurance Company: N/A - NO ALCOHOL WILL BE SERVED

Agent's Name: \_\_\_\_\_ Policy Type: \_\_\_\_\_

Phone: \_\_\_\_\_ Policy No.: \_\_\_\_\_

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

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

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



## General Business within the Event Complex

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

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

Initials SG

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

Initials SG

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

Initials SG

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 SG

Organization: Jeep Jamboree USA

Name: Shawn Gulling

Title: Vice President

Signature: Shawn P. Gulling

Date: March 11, 2025

## Event Complex Sign and Banner Policy

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

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

Organization: Jeep Jamboree USA

Name: Shawn Gulling

Title: Vice President

Signature: 

Date: March 11, 2025

## City of Deadwood Equipment and Services

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

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

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

#### Public Works Department

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

Police Department

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

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

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

**Arena prep work including:**

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

**General Event Complex Services:**

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

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

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

Police Department

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

Fire Department

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

## Renter Reference Sheet

**Renter/Organization Name:** Jeep Jamboree USA

### 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: Tabi Espinoza Phone Number: 605-559-1187

City/State: Deadwood, SD Event Name: 31st Black Hills Jeep Jamboree

Event Location: Deadwood Mountain Grand Email: tespinoza@dmgrand.com

2) Name: Patrick Sanders Phone Number: 605-571-2104

City/State: Deadwood, SD Event Name: 32nd Black Hills Jeep Jamboree

Event Location: The Lodge at Deadwood Email: psanders@deadwoodlodge.com

3) Name: Tommy Marcel Phone Number: 310-740-1960

City/State: Big Bear Lake, CA Event Name: many Big Bear Jeep Jamborees

Event Location: Big Bear Elks Lodge Email: tommy.marcel@gmail.com

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.**

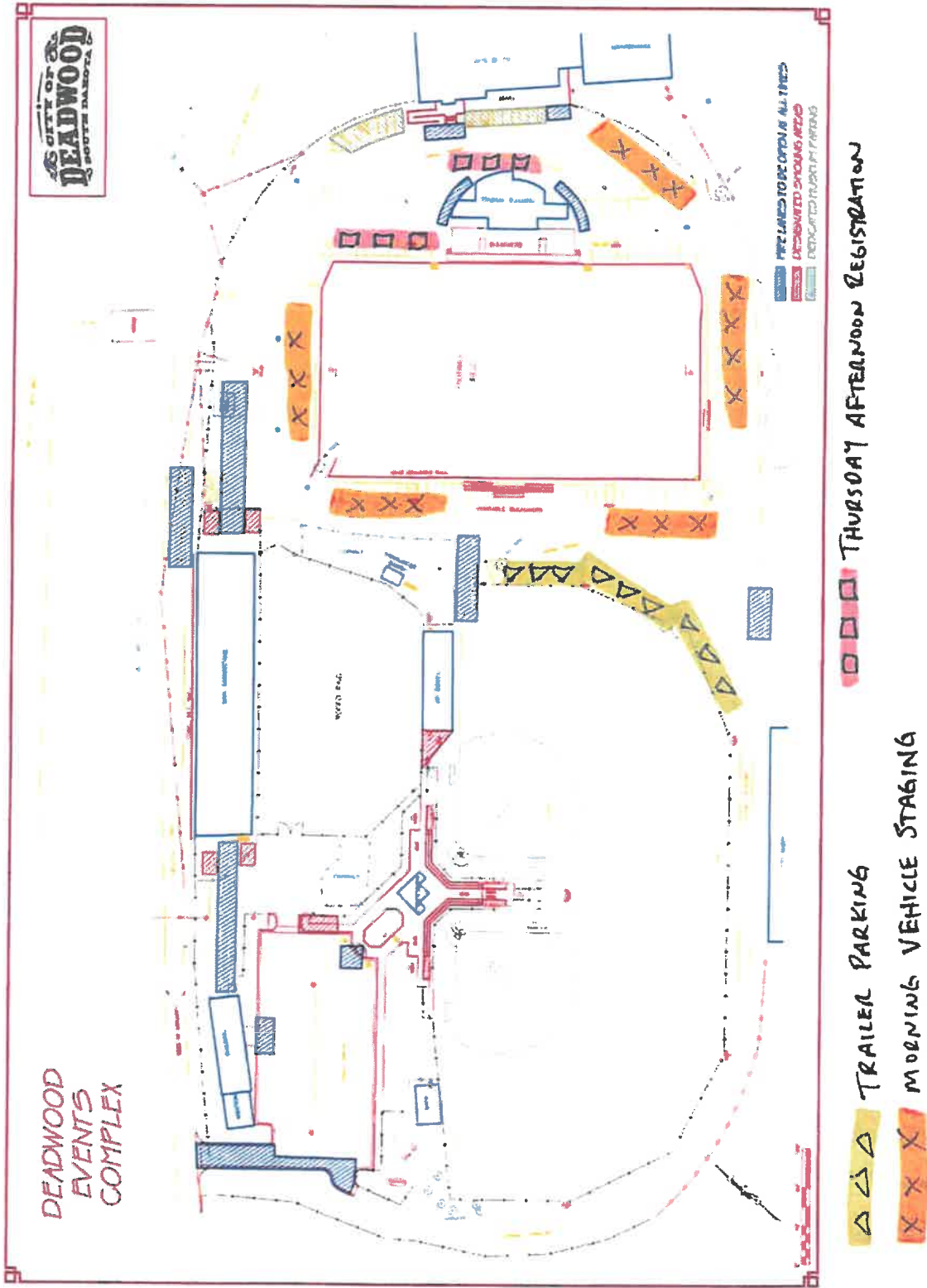
Organization: Jeep Jamboree USA

Name: Shawn Gulling Title: Vice President

Signature:  Date: March 11, 2025

Daytime Phone Number: 530-306-5189

Date of your Event(s): September 18-20, 2025 Group/Event Name: 33rd Black Hills Jeep Jamboree





# 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).

<b>PRODUCER</b> Insurance Services Group LLC 1720 N Webb Rd Suite 110 Wichita KS 67206	<b>CONTACT NAME:</b> Stephanie McFaul <b>PHONE (A/C, No, Ext):</b> (316) 928-0044 <b>E-MAIL ADDRESS:</b> certs@isgkansas.com <b>FAX (A/C, No):</b>																					
<b>INSURED</b> Mark A Smith Off Roding, Inc., DBA: DBA Jeep Jamboree USA 2776 Sourdough Flat Georgetown CA 95634	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Philadelphia Insurance Companies</td><td>18058</td></tr><tr><td>INSURER B:</td><td>National Indemnity Company</td><td>20087</td></tr><tr><td>INSURER C:</td><td>CA State Compensation Ins Fund</td><td>35076</td></tr><tr><td>INSURER D:</td><td>Burlington Insurance Company</td><td>23620</td></tr><tr><td>INSURER E:</td><td>Hamilton Select Insurance Inc</td><td>17178</td></tr><tr><td>INSURER F:</td><td>Landmark American Ins Co</td><td>33138</td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Insurance Companies	18058	INSURER B:	National Indemnity Company	20087	INSURER C:	CA State Compensation Ins Fund	35076	INSURER D:	Burlington Insurance Company	23620	INSURER E:	Hamilton Select Insurance Inc	17178	INSURER F:	Landmark American Ins Co	33138
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INSURER F:	Landmark American Ins Co	33138																				

**COVERAGES****CERTIFICATE NUMBER:** CL244901653**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2672875	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			73APB006540	05/15/2023	05/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E,F	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			See Description			EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N if yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1417573-24	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Product Liability			526BG10261	09/16/2023	09/16/2024	Aggregate Limit 2,000,000 Each Occurrence 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.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Deadwood  
102 Sherman Street

Deadwood

SD 57732

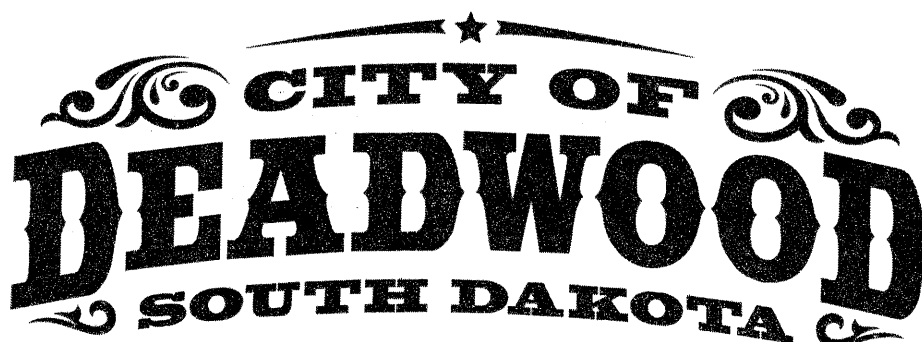
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Event Complex Rental and Use Agreement

Event: Parts Unlimited Dealer Ride

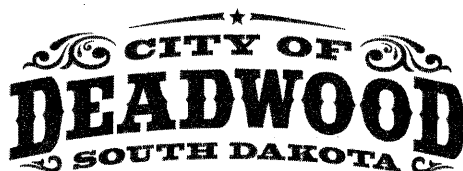
Date of Event: October 11-15, 2025

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

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

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Outdoor Event Complex  
Deadwood, SD 57732

## Deadwood Event Complex Rental and Use Agreement

Event Name: Parts Unlimited Dealer Ride

### Contact Information:

Name of Applicant: Lisa Reif  
 Business/Organization: Le Mans Corporation dba/ Parts Unlimited  
 Mailing Address: P.O. Box 5222  
 City, State Zip: Janesville, WI 53547  
 Business Phone: 608-741-5350 Cell Phone: \_\_\_\_\_  
 Email Address: lreif@parts-unltd.com

### Dates Event Complex requested:

Set up Date(s): 10/11/25 Hour(s): parking lot use  
 Event Date(s): 10/12/25 - 10/15/25 Hour(s): parking lot use  
 Clean-up Date(s): 10/15/25 Hour(s): parking lot use

Approximate number of people who will attend: 160

I am applying to use the:

(Please check property requested)

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

Office use Only
Key #
Key #
Key #
Key #

x Football Restrooms

## Deadwood Event Complex Rental and Use Agreement

Event Name: Parts Unlimited Dealer Ride

### Compliance with Deadwood City Ordinances:

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

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

### Additional contacts:

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

Name: N/A Title: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

## Deadwood Event Complex Rental and Use Agreement

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

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

### Rental Fees:

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

### Ticketed Events:

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

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

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

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

A cleaning/trash removal fee (Non-Refundable) of \$250.00 PER DAY applies for Event Complex. If additional bathrooms at Ferguson Field or the Ball Park 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  
 3 x 20' by 40' Set up and take down.....\$600.00

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees		Request to Waive	Refundable Deposits
Event Complex Facilities	\$ _____	<input type="checkbox"/>	Key Deposit \$ <u>100<sup>00</sup></u>
Add'l Set-up/Tear Down	\$ _____	<input type="checkbox"/>	Damage Deposit \$ <u>1,250<sup>00</sup></u>
Baseball Fields	\$ _____	<input type="checkbox"/>	
Parking Lots Only	\$ <u>1,000</u>	<input type="checkbox"/>	Total Deposits \$ <u>01,350<sup>00</sup></u>
Tent	\$ <u>1,800</u>	<input type="checkbox"/>	
Event Complex Cleaning And Trash Removal	\$ _____		Alcohol Fee (Pg 18) (\$100.00 per day) \$ _____
Cleaning/Ferguson/Baseball	\$ <u>125<sup>00</sup></u>		
Streaming	\$ _____		
Total Fees	\$ <u>2,925<sup>00</sup></u>		

Organization: LeMans Corporation dba/ Parts Unlimited  
 Signature: Rexley D. Dummer Date: 1-9-25  
LeMans Corp

Parts Unlimited Dealer Ride - October 11-15	Fees	Request to Waive	Notes
Event Complex Facilities			
Add'l Setup/Tear Down			
Baseball Fields			
Parking Lots Only	\$ 1,000.00		
Tent X 3	\$ 1,800.00		
Event Complex Cleaning/Trash			
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

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

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

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

Initials KS

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials KS

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



## Insurance and Liability

### Overview:

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

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

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

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

### NOTE:

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

The following pages include:

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

## Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

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

Organization: Lemans Corp dba: Parts Unlimited  
 Name: Kathy Sommervold Title: Event Manager  
 Signature: Kathy Sommervold Date: 1-9-25  
Lemans 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):

Restrooms under bleachers @ football field  
Parking lots around football field for truck & trailer parking  
Parking lot near endzone with tents set up - vendor  
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 KS

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

Participant Release and Indemnification required? YES \_\_\_\_\_ NO X

Initials KS

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

Initials KS

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

except those

Initials KS

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

Initials KS

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

Initials KS

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

Initials KS

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

Initials KS

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

Initials KS

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

Organization: Lemans Corporation  
 Name: Kathy Sommerfeld Title: Event Manager  
 Signature: Kathy Sommerfeld Date: 1-9-25

Not applicable

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

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

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

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

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

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

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

NOT Applicable

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

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

\_\_\_\_\_

\_\_\_\_\_

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

1. Waive any claim or cause of action against and release from liability the City of Deadwood its officers, employees, and agents for any liability for injuries to person or property resulting from participation in the activity listed above;
2. Agree to indemnify and hold harmless the City of Deadwood, its officers, employees, and agents for any claims, causes of action, or liability to any other person arising from participation in the activity listed above;
3. Consent to receive any medical treatment deemed advisable during participation in the activity listed above; and
4. Acknowledge that we are signing below as a minor child and as the parent or legal guardian of the minor child named below.

I have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment, and fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and indent my signature to be complete and unconditional release of liability to the greatest extend allowed by law.

Minor's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guardian's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## City of Deadwood Building Rental Rules

\*Building Rental Rules only apply if the event is utilizing the grandstands, crow's nest, or ticket booth.

In addition to the rental agreement, the following rules are in force:

- No fog machine or similar device may be used in the buildings as they will set off the smoke alarms.
- No alcohol is allowed on any portion of the Event Complex unless consent has been given by City of Deadwood, and the Alcohol Policy has been signed and approved.
- No nails, staples, or tacks to be put on any City property. Painter's tape (low adhesive) is allowed.
- All decorations must be flame retardant in accordance with fire code.
- All exit lights must remain uncovered and visible.
- Handicapped area in the main grandstands must remain clear, no standing or blocking the walkway.
- No smoking is allowed on any city property, except designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette or other smoking equipment on city property.
- At 10:00 p.m., music must be shut off or turned down so it cannot be heard outside of the Event Complex.
- Propane usage allowed with City of Deadwood's prior consent.
- Clean up after your event, including but not limited to:
  - Sweep floors & mop spills and wipe down countertops
  - Empty trash in building & dispose of in receptacles outside
  - Take down any and all decorations and remove tape
  - Pick up trash within the entire Event Complex
- Deposit will be returned after the Event Complex is inspected. The deposit is available for return after the inspection and no deficiencies have been reported.

I have read and understand these rules.

Organization: LeMans Corporation dba/Parts Unlimited  
 Name: Kathy Sommerfeld Title: Event Manager  
 Signature: Kathy Sommerfeld Date: 1-9-25  
LeMans 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: Le Mans Corporation dba/Parts Unlimited  
 Name: Kathy Sommerfeld Title: Event Manager  
 Signature: Kathy Sommerfeld Date: 1-9-25  
Le Mans 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 **NOT** pay for garbage service during events.
- E. Concessionaire shall be open for business during all special events approved by City Commission where the concession service is requested for the Deadwood Event Complex. If the event organizer is not requesting concession services, the event organizer cannot bring in other vendors to provide food and beverage for the event. The hours of operation of the concession premises shall coincide with the hours of the event scheduled and the hours of operation shall be coordinated between the Concessionaire and the Event Organizer.

A component of the facility use agreement is a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$250) dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.

I have read and understand the responsibilities to and of the concessionaire as they relate to the rental agreement and the use of the Deadwood Event Complex.

Organization: LeMans Corporation dba Parts Unlimited

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Alcohol Policy for Facility Rentals

No alcohol is allowed in any building or on the grounds of the City of Deadwood Event Complex, including the parking area without the expressed consent of City of Deadwood. To obtain permission to serve alcoholic beverages the City Finance Office MUST be contacted, at (605) 578-2600. Alcoholic beverages are NOT permitted outside of the Event Complex.

The sale of alcoholic beverages may be allowed by acquiring a special alcoholic beverage license from the City of Deadwood per Deadwood Codified Ordinance Chapter 5.04 Alcoholic Beverages Sections 5.04.070, 5.04.090 and 5.04.100 and South Dakota Codified Law Title 35. The process to obtain alcohol licenses may take up to 45 days.

If the undersigned represents a Private Party or For-Profit Organization, the serving of alcoholic beverages is allowed without a special alcoholic beverage license, provided that the event is invitation only, not open to the public, no public advertising and no money is involved (no cash bars and the cost of the alcohol cannot be hidden in an entry fee). Again, alcoholic beverages are NOT permitted outside of the Event Complex. The Finance Office MUST be contacted, at (605) 578-2600 then after review of the request for the serving of alcoholic beverages, the City Commission will approve or disapprove of the request. User will receive notification in written form from the City Finance office of the Commission action.

For those functions where consent has been given the following rules must be followed:

- At any event where alcohol is available, the renter must provide, at their expense, licensed servers unless otherwise approved by the Deadwood City Commission. A copy of the license must be provided to the City of Deadwood prior to the event.
- The renter will also, at their expense, provide adequate licensed certified security to cover the event. A copy of the license and security certification must also be provided to the City of Deadwood prior to the event. The entity can submit an "alternative" to a licensed certified security company, but the "alternative" security will generally entail having a certified police officer on site (off-duty officer is okay). The City will also need to be provided with their name & a copy of their certification, & they need to agree not to drink alcohol themselves.
- Keys for the facilities will not be issued until this information is received and confirmed.
- The renter is solely and wholly responsible to ensure all rules and regulations in regards to the serving of alcohol are followed.

☐ YES, we will have alcohol at the contracted event and will abide by the Event Complex Alcohol Policy.

☒ NO, we will not have alcohol at the contracted event and agree to police the buildings and parking area to ensure no alcohol is present at the event.

Organization: LeMans Corporation <sup>dbal</sup> Parts Unlimited Name: \_\_\_\_\_

Title: Event Manager Signature: Kathy J. Jannet

Dates/Times Alcohol will be served: \_\_\_\_\_

Business name who will be serving: \_\_\_\_\_

# Not Applicable

## Liability Insurance

Liability Insurance coverage is required if you plan to sell alcoholic beverages at your event or facilities rental.

Name of Insurance Company: \_\_\_\_\_

Agent's Name: \_\_\_\_\_ Policy Type: \_\_\_\_\_

Phone: \_\_\_\_\_ Policy No.: \_\_\_\_\_

Address: \_\_\_\_\_

Please obtain the required insurance and mail an original insurance certificate to:

City of Deadwood  
Attn: Finance Office  
102 Sherman Street  
Deadwood, SD 57732.

## General Business within the Event Complex

1. If you will be selling any items (tangible personal property), you and vendors must present a copy of South Dakota Sales Tax Licenses. For information on sales tax licensing contact the following:  
 South Dakota Department of Revenue Office  
 445 East Capitol Ave  
 Pierre, SD 57501-3185  
 (605) 773-3311

Initials KS

2. If vendors are intended to be used during an approved event at the Deadwood Event Complex, all vendors shall comply with Chapter 5.28 of the Deadwood Codified Ordinances. This Ordinance is included within the guidelines and information packet for reference. In addition, vendors will be limited to designated areas (as indicated on the Event Complex site plan) within the Event Complex unless otherwise approved by the Deadwood City Commission. As the event organizer you understand the laws related to general business and vending within the City limits of Deadwood.

Initials KS

3. As the event organizer and the renter of the Event Complex you shall ensure all sales from any proposed business activities (vendors or the event itself) will not compete with products sold from the concession facility and the concessionaire provided through the City of Deadwood.

Initials KS

4. The user acknowledges the City of Deadwood has contracted a concessionaire to operate the concession spaces within the Deadwood Event Complex. The responsibilities in regards to the concessionaire and the concession space have been provided and are understood by the event organizer/user of the Event Complex.

Initials KS

Organization: LeMans Corporation dba/ Parts Unlimited

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: Katry Sammel Date: 1-10-25

LeMans Corp

## Event Complex Sign and Banner Policy

1. Approved events proposed for the Deadwood Event Complex are exempt from Chapter 15.32 Signs of the City of Deadwood Code for all signage and banners located within the event venue. Any proposed banners or signs on the outside of the perimeter fencing will be subject to permitting and the process for approval as part of Deadwood Codified Ordinance Chapter 15.32
2. All signage and banners may be installed at the beginning of the approved rental time and shall be removed within 24 hours of completion of the event. City Staff will remove banners remaining beyond the time for removal at a cost of \$150.00 per hour per person.
3. The City Planner and the Building Inspector shall approve any proposed signage proposed outside of the venue near the primary entrance to the Event Complex prior to the event. Signage proposed for way finding or entrance signage between Highway 14A/85 and Crescent Street may require South Dakota Department of Transportation and/or Deadwood Planning and Zoning Commission approval, proper timing and planning will be required and is important in regards to approval of signage outside of the Event Complex.
4. The installation of all signage and banners shall be presented to the City of Deadwood prior to installation to prevent damage to City Property and to ensure compliance to the City of Deadwood Codified Ordinance Chapter 15.32. Attach a written plan with quantities, sizes, and locations of all signs and banners.

I have read the Sign and Banner Policy for the City of Deadwood Event Complex, fully understand its terms, understand that I shall abide by Deadwood Codified Ordinance 15.32, and have signed it freely and voluntarily.

Organization: LeMans Corporation dba/ Parts Unlimited  
 Name: Kathy Sommerold Title: Event Manager  
 Signature: Kathy Sommerold Date: 1-10-25  
LeMans Corp

## City of Deadwood Equipment and Services

### **Limitations on the Provision of City Services; Cost and/or Fees**

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- B. If the City provides services, equipment, or personnel in support of an event, the City will charge the event organizer a cost determined by the Department Head in supervision of the services provided. Please reference the attached fee list of services.
- C. If the City is a co-sponsor of an event, city services, equipment, or personnel may be provided to support the event without charge.

### **Equipment and Services Provided (Included in Rental Fees)**

#### Public Works Department

- Electricity (existing facilities only – additional power is the responsibility of the renter with approval from the Public Works Director)
- Water and Sewer (existing facilities only – additional services are the responsibility of the renter with approval from the Public Works Director)
- Yard Hydrants (water sources) – The City has several yard hydrants available upon request throughout the property; however, hoses, stock tanks, etc. are the responsibility of the event organizer.
- Limited grading, scarifying, compacting the Arena Surface Prior to the Set-up of the Event
- Installation and tear down of traffic control devices and signs the City has available. The traffic control devices and signs are limited to the inventory of the City of Deadwood and what have been used during events held in the event complex in the past.
- Providing for and setting up of fencing at the SDDOT shop yard for overflow parking if requested. The agreement between the SDDOT and the City requires this property be set-up a particular way, utilized specifically, and restored to the condition it was in prior to the use.
- Fence/Corral Panels – The City may provide fence and/or corral panels owned by the City of Deadwood if they are available. The installation of all fence panels as part of an event will be the responsibility of the renter.
- Cleaning of the Grandstands is the responsibility of the event organizer. In addition, if the existing facilities are not adequate for the projected number of patrons' additional facilities are the responsibility of the renter.

Police Department

- Parade Escort for parades directly related to the event
- Traffic Control related to exiting of patrons at the intersection of Seventy-Six Drive and Highway 85/14A. This service shall be determined in advance if needed.

**Equipment and Services upon Request and Availability with Cost (NOT Included in Rental Fees)**Public Works Department

- Fire hydrants will NOT be available for event usage at any time and shall be kept clear for access in case of emergency.
- Additional services not specifically listed below shall be considered, evaluated, and determined if the City will provide the service. If the service can be provided a cost, if required, will be determined in writing prior to the event.

## Arena prep work including:

- Additional grading, scarifying, compacting the Arena Surface after set-up of the event
- Pumping of water from the Arena Area
- Additional Dirt or Sand for the Arena
- Fence panel installation and tear down
- Snow removal from or hauling snow into event complex
- Water – Bulk amounts of water used for dust control, snowmaking, etc.

## General Event Complex Services:

- Garbage pick-up
- Costs for emptying City dumpsters if utilized
- Clean up of animal droppings during events

## Equipment/Machinery with a City Employee Operator ONLY:

- Motor grader
- Loader
- Dump Truck
- Skid Steer / Bobcat
- Sweeper (Large or Small)
- Bucket Truck
- Water Tank Truck

Police Department

- Traffic Control – Any traffic control assistance beyond what is provided with the use of the facility
- Security Services – Security services shall be a request to the Chief of Police and the availability of personnel may prohibit this service from being provided.

Fire Department

- On-site Staff and/or equipment: If the approved event requires Fire Department staff and/or equipment to be on-site due to the nature of the event.

## Renter Reference Sheet

Renter/Organization Name: LeMans Corporation dba/ Parts Unlimited

### Requirements (If first time renter):

- 3 References from a previous event location in which you hosted an event.
- References cannot be a part of your organization or event
- Each Reference must have complete information

The City of Deadwood may contact references to evaluate your performance as a renter.

- 1) Name: Holiday Inn Marquette Phone Number: 906-315-4224  
 City/State: Marquette, MI Event Name: UP300- Parts Unlimited Dealer Ride  
 Event Location: " " Email: roomsales@mgtmi.holidayinn.com
- 2) Name: Louisville Marriott Downtown Phone Number: 502-627-5045  
 City/State: Louisville, Ky Event Name: Louisville NVP Product Expo  
 Event Location: " " Email: Kassie.simmons@white lodging.com
- 3) Name: Baird Center Phone Number: 414-908-6067  
 City/State: Milwaukee, WI Event Name: Milwaukee NVP Product Expo  
 Event Location: " " Email: KSchwantes@wcd.org

I have read the foregoing rental agreement and all of the attachments as well as the use guidelines and information attached hereto and incorporated herein by this reference. I fully understand my rights and obligations in connection with use of the Deadwood Event Complex.

**RESERVATIONS WILL NOT BE CONFIRMED UNTIL THE SIGNED FACILITY USE AGREEMENT AND FULL PAYMENT IS RECEIVED.**

Organization: LeMans Corporation dba/ Parts Unlimited

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: Kathy Simmons Date: 1-10-25

Daytime Phone Number: 608-758-1111

Date of your Event(s): 10/11/25 - 10/15/25 Group/Event Name: Parts Unlimited Dealer Ride