



Event Committee Meeting Meeting Agenda

June 27, 2024

1. **ROLL CALL**
2. **APPROVAL OF MINUTES**
 - a. [Approval of May 30, 2024 minutes](#)
3. **OLD BUSINESS**
 - a. Recap of June Events: PBR, Wild Bill Days, Black Hills Redemption
 - b. [Days of '76 Steer Roping - August 16-18, 2024](#)
 - c. [PBR Fireworks Application](#)
4. **NEW BUSINESS**
 - a. [HOG Passport Ride - July 13, 2024 - sent to Parking and Transportation, no action needed.](#)
 - b. [Preacher Smith Deadwood Redemption - August 17, 2024](#)
 - c. [Fair in the Square - September 6-7, 2024](#)
 - d. [Veterans March - September 20-21, 2024](#)
5. **REFUNDS**
 - a. [Mickelson Marathon - June 1-2, 2024.](#)
 - b. [PBR - June 7-8, 2024](#)
 - c. [Naja Shrine Circus - June 22, 2024](#)
6. **UPCOMING EVENTS**
 - a. July 4 Parade - July 4, 2024 - Main Street closure.
 - b. Weekend Freedom Concerts - July 5 - 6, 2024 - Deadwood street closure, open container in Zone 1 and 2
 - c. WO Motorsports Arenacross & Freestyle Motocross Show - July 6, 2024 - Open container at Event Complex, surcharge for waiver of user fees.
 - d. 3 Wheeler Rally - July 7 - 12, 2024 - Main street closure, open container at Event Complex.
 - e. Naja Shriners Beer-A-Thon - July 13, 2024 - open container in Zone 1 and 2

- f. Days of '76 Rodeo and Parade - July 17 - 29, 2024 - open container at Event Complex, Temporary Liquor License, Main street closure, waiver of user fees, use of Welcome Center lot.
- g. Sturgis Bike Parking - July 28 - August 11, 2024 - Use of Interpretive Lot and Main Street parking.
- h. Harley Davidson Outlaw Square Activation - August 1 - 11, 2024 - open container
- i. Harley Davidson Demo Rides - August 1 - 11, 2024 - Use of Welcome Center Lot by Pioneer Way, waiver of banner fee.
- j. Medicine Wheel Riders - August 4, 2024 - use of Int. Lot

7. **OPEN DISCUSSION**

8. **MEETING ADJOURNMENT**

- a. Next meeting will be Thursday, July 25, 2024 at 10:00 a.m.

**CITY OF DEADWOOD
EVENT COMMITTEE**

Roll Call:

The City of Deadwood Event Committee met Thursday May 30, 2024 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, Michelle Fischer, Alex Hamann, Sarah Kryger, Tom Riley, Bobby Rock, Rose Speirs, Lornie Stalder, Charlie Struble and Misty Trehwella.

Absent were Jim Lee and Cory Shafer.

Sharon Martinisko introduced herself and thanked Charlie Struble for everything she has done with the event committee.

Approval Of Minutes

Minutes of the meeting on April 25, 2024, were approved by Mrs. Kryger, second by Mrs. Speirs; motion carried unanimously.

New Business:

1. Wild Deadwood Reads Photo Shoot, June 14, 2024

Mrs. Kryger spoke about the shoot, requesting photo shoot at the Event Complex. Mrs. Fischer moved to approve, second by Mr. Struble; motion carried unanimously.

2. 1/2 K Beer-A-Thon – July 13, 2024

Mrs. Kryger stated reoccurring event, requesting open container in zone 1 and 2. Tom Doyle, Naja Shriners, was present to answer questions. Discussion was held concerning checking identification and open container. Mrs. Speirs moved to approve, seconded by Mr. Ader; motion carried unanimously.

3. Harley Davidson Outlaw Square Activation – August 1 through 11, 2024

Mr. Rock stated Legends ride is not taking place in Deadwood, we are requesting opening container be from 10:00 a.m. to 6:00 p.m. instead of 3:00 p.m. to 6:00 p.m. on Monday, August 5, 2024. Mrs. Kryger moved to approve, second by Mr. Struble; motion carried unanimously.

4. Harley Davidson Demo Rides – August 1 through 11, 2024

Mr. Rock spoke about the event, requesting parking and waiver of banner fees at Welcome Center. Discussion was held concerning banner. Mrs. Kryger moved to approve, second by Mrs. Speirs; motion carried unanimously.

5. Days of '76 Steer Roping – August 16-18, 2024

Mrs. Kryger spoke about the event and stated fees have not been paid. Mrs. Struble moved to continue till next meeting; second by Mr. Adler; motion carried unanimously.

6. Labor Day Kickoff Concert – August 30, 2024

Mr. Rock spoke about the event, requesting open container in zone 1 and 2, street closure on Deadwood Street and possible Siever Street. Mrs. Fischer moved to approve, second by Mr. Riley; motion carried unanimously.

7. Lead Deadwood School Homecoming Parade – September 20, 2024

Mrs. Kryger stated reoccurring event, requesting street closure and use of event complex for staging. Mrs. Kryger moved to approve, second my Mrs. Fischer; motion carried unanimously.

8. Update Event Complex Application

Ms. Trehwella spoke about the updates on the application which are: 2 checks vs. 1 check, adding office use to fees/deposit area, and responsibility of cleaning restrooms is still listed as event representative. Mrs. Struble moved to approve, second by Mr. Rock; motion carried unanimously.

Refunds:

1. Back When They Bucked – May 26, 2024

Mr. Adler stated no issues. Discussion was held concerning parking. Mrs. Kryger moved to approve the refund, second by Mr. Rock; motion carried unanimously.

Upcoming Events:

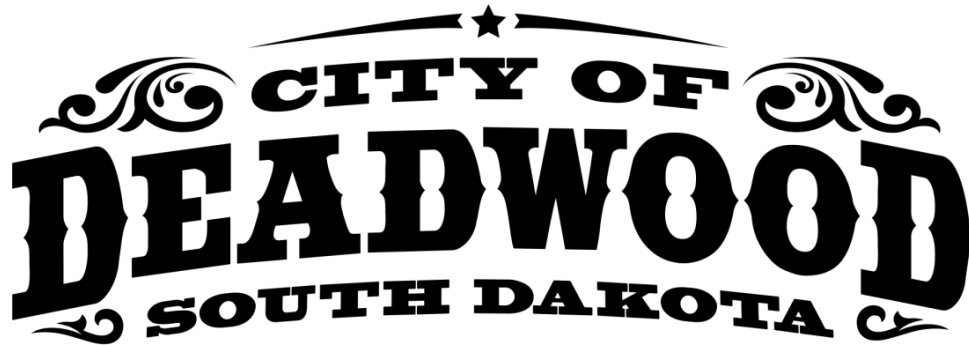
1. Mickelson Marathon – June 1-2, 2024 – use of Sherman Street Lot, Event Center Parking Lot, and use of trolley.
2. Mickelson Post Race Party – June 2, 2024 – open container in zone 4 only.
3. PBR – June 7-8, 2024 – open container at Event Complex, use of Event Complex, fireworks display.
Discussion was held concerning status of Event Complex.
4. Wild Bill Days – June 13-15, 2024 – street closure on Main Street, open container in zone 1 and 2, waiver of banner and vending fees, use of public property.
5. Lead-Deadwood Girls Softball – June 14-16, 2024 – use of public property at baseball fields.
6. The Big Mick – June 15, 2024 – use of public property on Mickelson Trail.
7. Black Hills Redemption – June 21-23, 2024 street closure on Deadwood Street. Discussion was held concerning use of bike gates for pedestrian safety.
8. Mickelson Summer Trek – June 21-23, 2024 – use of public property on Mickelson Trail.
9. Naja Shrine Circus – June 22, 2024 – use of Event Complex.
10. Bev’s Poker Run – June 23, 2024 – Main Street Parking, Wall to Deadwood (Southwest side only.) Discussion was held concerning trolley stop.
11. Monsters of Destruction – June 30, 2024 – open container at Event Complex, use of Event Complex. Discussion was held concerning use of 75 yards of dirt by the Parks Shop. They would be responsible for hauling. Mrs. Martinisko requested something in writing for their responsibility and plans.

Open Discussion

1. Discussion was held concerning lighting on Mickelson Trail and Sherman Street Lot. Safety issue.

Meeting Adjournment:

With no further business for the committee to consider, Mrs. Speirs moved, second by Mr. Riley to adjourn. The next Event Committee meeting will be **Thursday, June 27, 2024 at 10:00 a.m.**



Event Complex Rental and Use Agreement

Event: Days of '76 Steer Roping

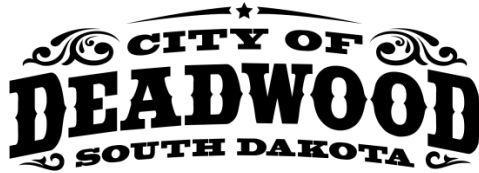
Date: 5/17/24

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: Days of '76 Steer Roping

Contact Information:

Name of Applicant: Chris Roberts

Business/Organization: Days of '76

Mailing Address: PO Box 391

City, State Zip: Deadwood, SD 57732

Business Phone: _____ Cell Phone: 605-920-1116

Email Address: chris.roberts@hubinternational.com

Dates Event Complex requested:

Set up Date(s): 8/16/24 Hour(s): _____

Event Date(s): Aug 16 - Aug 18 Hour(s): _____

Clean-up Date(s): 8/18/24 Hour(s): _____

Approximate number of people who will attend: 200

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: Days of '76 Steer Roping

Compliance with Deadwood City Ordinances:

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

- 1) Deadwood Codified Ordinance - Chapter 8.12 – Noise. This ordinance must be adhered to. A violation of this ordinance could be grounds for refusing future rental requests.
- 2) Deadwood Codified Ordinance – 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: Chris Roberts Title: _____
 Phone: 605-920-1116 Representing: _____

Name: Ted Thompson Title: _____
 Phone: 605-641-2000 Representing: _____

Name: Greg Nelson Title: _____
 Phone: 605-580-1263 Representing: _____

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

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

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

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

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

Rental Fees:

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

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold. 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 \$ 500 _____
 Streaming \$ _____
Total Fees \$ 500 _____

Request to Waive

Complex Fees

Refundable Deposits

Key Deposit \$ 100 _____
 Damage Deposit \$ 2500 _____
Total Deposits \$ 2600 _____

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

Organization: Days of '76 _____

Name: Chris Roberts _____

Title: _____

Signature: _____

DocuSigned by:

Chris Roberts

Date: 5/20/2024

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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 CR

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

Initials CR

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 CR

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 CR

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

Initials CR

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.

Initials CR

7. Outdoor/Animal Events: (Check Acknowledgement)

- Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
- Event representatives are responsible for cleaning restrooms after the event (if used).
- Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

Initials CR

**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.

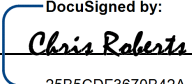
User represents that its activities, pursuant to this agreement, will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. User acknowledges that the City has no duty to and 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) 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: Days of '76

Name: Chris Roberts Title: _____

Signature:  _____ Date: 5/20/2024

DocuSigned by:

Chris Roberts

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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):

PRCA Professional Steer Roping

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 CR

- 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 CR

- 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 CR

- 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 CR

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 CR

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 CR

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 CR

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 CR


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 CR

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: Days of '76

Name: Chris Roberts Title: _____

Signature:  Date: 5/20/2024
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Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment

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

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

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

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

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

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

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

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

- No fog machine or similar device may be used in the buildings as they will set off the smoke alarms.
- No alcohol is allowed on any portion of the Event Complex unless consent has been given by City of Deadwood, and the Alcohol Policy has been signed and approved.
- No nails, staples, or tacks to be put on any City property. Painter’s tape (low adhesive) is allowed.
- All decorations must be flame retardant in accordance with fire code.
- All exit lights must remain uncovered and visible.
- No smoking is allowed on any city property, except designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette or other smoking equipment on city property.
- At 10:00 p.m., music must be shut off or turned down so it cannot be heard outside of the Event Complex.
- Propane usage allowed with City of Deadwood’s prior consent.
- Clean up after your event, including but not limited to:
 - Sweep floors & mop spills and wipe down countertops
 - Empty trash in building & dispose of in receptacles outside
 - 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: Days of '76

Name: Chris Roberts Title: _____

Signature:  Date: 5/20/2024

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

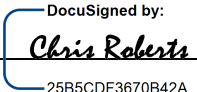
Additional Notes:

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: Days of '76

Name: Chris Roberts Title: _____

Signature:  _____ Date: 5/20/2024

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Responsibilities to and of the Concessionaire

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

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

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Alcohol Policy for Facility Rentals

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

The sale of alcoholic beverages may be allowed by acquiring a special alcoholic beverage license from the City of Deadwood per Deadwood Codified Ordinance Chapter 5.04.070 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: Days of '76

Name: Chris Roberts Title: _____

Signature: DocuSigned by: *Chris Roberts* 5/20/2024

Dates/Times Alcohol will be served: August 16, 17 & 18 - 10am to 6pm daily

Requesting open container at the event complex from 10am to 2am daily

Business name who will be serving: Days of '76

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: Lloyd's of London

Agent's Name: Chris Roberts

Policy Type: CGL

Phone: 605-578-3456

Policy No.: RS100/200PA0528

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 CR

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 CR

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.

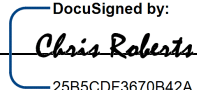
Initials CR

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 CR

Organization: Days of '76

Name: Chris Roberts Title: _____

Signature:  Date: 5/20/2024

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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 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: Days of '76

Name: Chris Roberts Title: _____

Signature:  _____ Date: 5/20/2024

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City of Deadwood Equipment and Services

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

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- B. If the City provides services, equipment, or personnel in support of an event, the City will, charge the event organizer a cost determined by the Department Head in supervision of the services provided. 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: Days of '76

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: Days of '76

Name: Chris Roberts Title: _____

Signature:  Date: 5/20/2024

Daytime Phone Number: 25B5CDF3670B42A... _____

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

City of Deadwood
Indoor or Outdoor Pyrotechnics Display Permit
Application

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

APPLICANT INFORMATION

NAME Libby Productions PHONE 208-656-1373
ADDRESS 885 S Holmes Ave, Idaho Falls, ID 834 CITY/STATE Eureka MT
RELATIONSHIP TO PROPERTY OWNER CONTRACTOR/OPERATOR
Renter Adam Libby Adam Libby

DISCHARGE LOCATION INSURANCE

Name/Business: The Falls Insurance Center
Address: 885 S Holmes Ave, Idaho Falls, ID 834
Contact: Colter Griffel
Phone: 208-656-1373

PYROTECHNIC OPERATOR

Name: Adam Libby
Company: Adam Libby
Address: Po Box 2343
City: Eureka State: MT Zip: 59917
Operator's License No: N/A

COMPANY

Name: Libby Productions
Address: 885 S Holmes Ave, Idaho Falls, ID 834
City: Eureka State: MT Zip: 59917
Phone No: 406-885-1385

DATE and TIME of DISPLAY

Start Date: & Time: 6/7 and 6/8
Finish Date & Time: 7pm to 7:15 both nights

TYPE OF DISPLAY

- Aerial Show Class C/Division 1.4 Class B/Division 1.3
Ground Display Class C/Division 1.4 Class B/Division 1.3
Outdoor (see note below) Film or Stage Use Concert Public Show Private Show
Indoor Film or Stage Use Concert Public Show Private Show

Outdoor/Indoor Displays Deadwood City Ordinance 8.08.010 requires approval of this application by the Deadwood City Commission. The Deadwood Fire Department may require standby personnel and equipment

based on potential fire conditions and weather conditions on the day/time of the display/discharge. The Deadwood Fire Department Fire Chief or his/her designee reserves the right to cancel permits based on fire potential, given determining factors such as atmospheric and foliage conditions. The application will also have a diagram of the proposed pyrotechnic display.

A bond or general liability insurance has been obtained from The Falls Insurance Center (Insurance Company) for \$2,000,000 (amount) to cover payment of all damages which may be caused either to a person or persons or to any property by reason of the permitted display and arising from any acts of the permitted company or person, the company's persons' agents, employees or subcontractors with the City of Deadwood an additional insured. A certificate of insurance shall accompany this permit application.

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

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

4/24/24
(Date of Application)

Adam Libby
Applicant's Signature

Adam Libby
Printed Name of Applicant

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

Permit application requirements: Hold Harmless Signed: Bond secured:
Content of plans: Pre-Show Review: Qualification of Operator: Storage Requirements:
Post- Performance Procedures: Deadwood Fire Dept. Operations Plan:

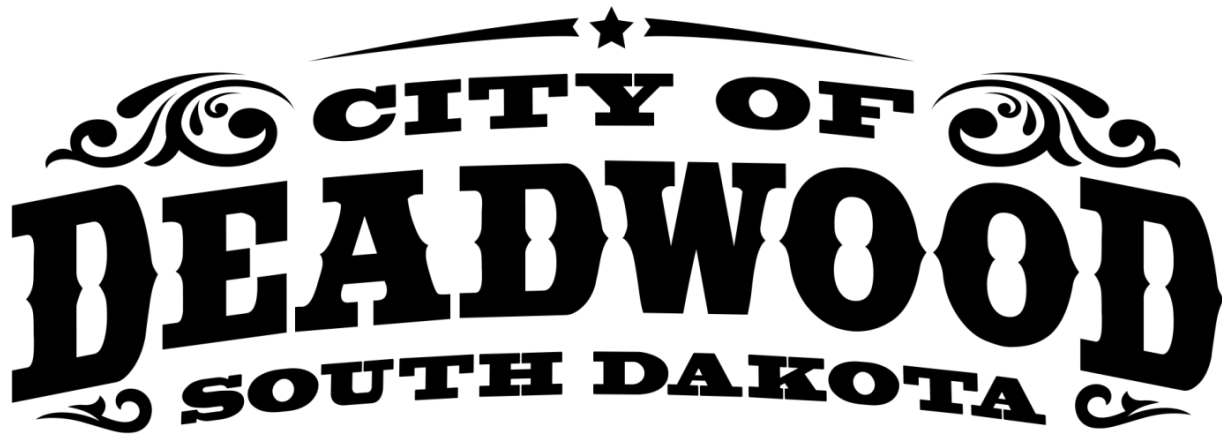
Fire Code Official's Review: Approved: _____

Denied: _____

Reason for Denial: _____

Checklist for Pyrotechnic Plans

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



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

Deadwood Harley-Davidson

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 checked="" 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: HOG Passport Ride

Event Date(s): 7/13/24 (month, day, year) Total Anticipated Attendance: 30
(# of Participants 30 # of Spectators 0)

Actual Event Hours: (from: 8:30am AM / PM (to): 4pm AM / PM

Location / Staging Area: Harley Davidson Deadwood Store

Set up/assembly/construction none Start time: _____ AM / PM

Please describe the scope of your setup / assembly work (specific details): Requesting the use of street parking for the day-parking in front of the Deadwood Harley-Davidson Store. Probably about an hour or two is all that is needed.

Dismantle Date: same day 7/13/24 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: no closure requested

- 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: Black Hills Harley Davidson/Deadwood Harley Davidson

Chief Officer of Organization (NAME): HOG (Harley Owners Group) Dirk Goodwin

Applicant (NAME): Thomas De Los Santos Business Phone: (605) 608-531

Address: 3280 Peachtree Rd NE, Suite #250 Atlanta GA 30305
(city) (state) (zip code)

Daytime phone: (____) _____ Evening Phone: (____) _____ Fax #: (____) _____

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

Name: Bill Ashton

Address: 3280 Peachtree Rd NE, Suite #250 Atlanta GA 30305
(city) (state) (zip code)

Contact person "on site" day of event or facility use Kathy Ashton Pager/Cell #: 307-660-1461

(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): none

**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:

Please join your fellow HOG members on our Yearly ride to all five Harley Dealerships in the area to get our Passports stamped so we can get 250 points. We will meet in the parking lot of Black Hills Harley Davidson in Rapid City on Saturday July 13th at 8:00 AM and we will be leaving at 9:00 AM. This is a very popular ride so please be on time. Members will stop at the Deadwood Harley-Davidson store to get a stamp and the opportunity to shop. Having designated motorcycle parking ensures easy access for this event.

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 YES , 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 YES , please describe: <u>Members will be able to shop at the Deadwood Harley-Davidson Store.</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 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. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 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: N/A

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.
- Tables and Chairs.
- Fencing, Barriers and / or Barricades.
- 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: 0 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. _____

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

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 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: TD

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: TD

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: _____
 We will notify neighboring business to expect bikes parking in front of stores for that day. _____

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: Kathy Ashton PHONE: 307-660-1461

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Employers Insurance Company of Wausau
 Agent's Name: Lockton Companies
 Business Phone: (404) 460-3600 Policy Number: MJ2-L9L-440532-044 Policy Type: Property
 Address: 3280 Peachtree Rd NE, Suite #250 Atlanta GA 30305
(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

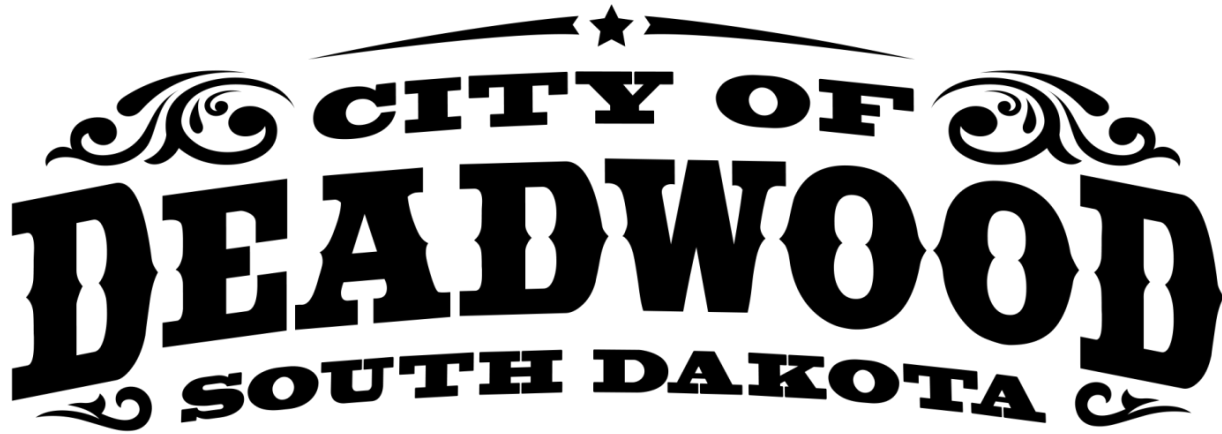
Advance Cancellation Notice Required: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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): Thomas De Los Santos Title: Event Coordinator

Thomas De Los Santos Digitally signed by Thomas De Los Santos
Date: 2023.06.21 17:18:37 -06'00' Date: 6/12/24

(Signature of Applicant/Sponsoring Organization)



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

August 17 Preacher Smith - Deadwood Redemption - Jordan Feliz

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: Preacher Smiths Deadwood Redemption Family & Faith Day

Event Date(s): August 17, 2024 Total Anticipated Attendance: 2500
(month, day, year)

(# of Participants 50 # of Spectators 2450)

Actual Event Hours: (from: 6:30 pm AM / PM (to): 10 pm AM / PM

Location / Staging Area: Outlaw Square

Set up/assembly/construction August 17 Start time: 8 am AM / PM

Please describe the scope of your setup / assembly work (specific details): Unloading of Production equipment - moving of screen - unloading of band equipment

Dismantle Date: August 17/18 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 - August 17 - 8 am closure - reopening by 12 a August 18 - will reopen for 2 pm gun fight then close again for duration of event/load ou

- 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: _____

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Outlaw Square

Chief Officer of Organization (NAME): Wade Morris aka Bobby Rock

Applicant (NAME): Same Business Phone: (605) 717-6848

Address: _____
(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 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

**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:

Preacher Smiths' Deadwood Redemption Family & Faith Day is our re-occurring annual Christian Concert - this year featuring Jordan Feliz.

Event begins at 6:30 with opening band followed by headliner at 8 pm

Requesting Deadwood St. closure from main street to pioneer way. Initial closing at 8a for load in and set up - will reopen for 2 pm Deadwood Alive Gunfight in front of Franklin Hotel - following Gunfight, Deadwood St will re-close until end of the event.

Max LED Screen will be set up on Deadwood St. along with Sergeant Poppers and possible vendor.

Deadwood St. will reopen no later that 12 am on August 18

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 YES , 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 YES , please describe: _____
Artist merchandise |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 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. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 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: 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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: _____
Badlands Security and Outlaw Square staff

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: Badlands Security

Security Organization Address: 11089 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 lighting in use

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 notified through city public 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: 1 Number of Bands: 2

Type of Music: christian

Will **sound amplification** be used?
 If **YES**, please indicate: Start Time: 6:30 p AM / PM – Finish Time: 10 p AM / PM

Will **sound check** be conducted prior to the event?
 If **YES**, please indicate: Start Time: 4 p AM / PM – Finish Time: 5 p AM / PM

Please describe the sound equipment that will be used for your event: _____
Powerhouse Sound will handle our sound production

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:
Radio broadcast, social media, digital media, posters

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: 605-717-6848

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 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

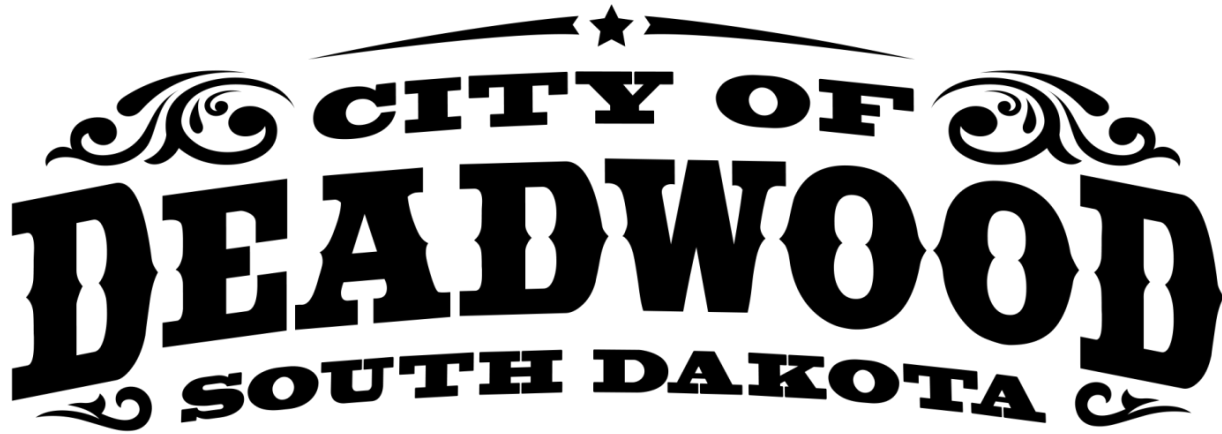
Advance Cancellation Notice Required: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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: 6/17/24

(Signature of Applicant/Sponsoring Organization)



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

Outlaw Square Fair in the Square - Arts & Craft Fair September 6 & 7, 2024

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: Fair in the Square - Arts & Craft Fair

Event Date(s): Sept. 6 & 7, 2024 Total Anticipated Attendance: unknown
(month, day, year)

(# of Participants 33 vendors # of Spectators _____)

Actual Event Hours: (from: 9/6 3 pm & 9/7 10am AM / PM (to): 9/6 7 pm & 9/7 7 pm AM / PM

Location / Staging Area: Outlaw Square & Deadwood St

Set up/assembly/construction Sept 6 Start time: 11 am AM / PM

Please describe the scope of your setup / assembly work (specific details):
Loading in of Vendors and set up of tents on Deadwood St along with Food Trucks

Dismantle Date: Sept 7 Completion time: 10 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: Deadwood St. Closure on Sept.,. 6 11 am until 10 pm on Sept 7

- 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: Outlaw Square

Chief Officer of Organization (NAME): Wade Morris aka Bobby Rock

Applicant (NAME): Wade Morris aka Bobby Business Phone: (605) 717-6848

Address: _____
(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 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 Outlaw Square's Annual Fair in the Square - Arts & Craft Fair

Vendors will be filling Outlaw Square and Deadwood St.

Will have a couple food trucks participating in this event

Set up taking place starting at 11 am on Friday Sept 6

Fair runs Friday 3 pm to 7 pm with overnight Security

Saturday run 10 am until 7 pm. Load out will be begin at 7 with Deadwood Street being open no later than 8 pm.

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 YES , 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 YES , please describe: <u>Vendors will have various items for sale</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 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. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 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: _____

Food trucks will be serving and following their protocols

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: _____
Overnight Security hired - Outlaw Square handles the rest

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

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

Security Organization: Badlands Security

Security Organization Address: 11089 Snoma Road Belle Fourche, SD
(city) (state) (zip code)

Security Director (Name): Fritz Carlson 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 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 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: _____
 Redients and businesses notified through city public 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: _____ 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: _____
Vendor banners within the Square at their tents

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

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

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: 605-717-6848

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 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.

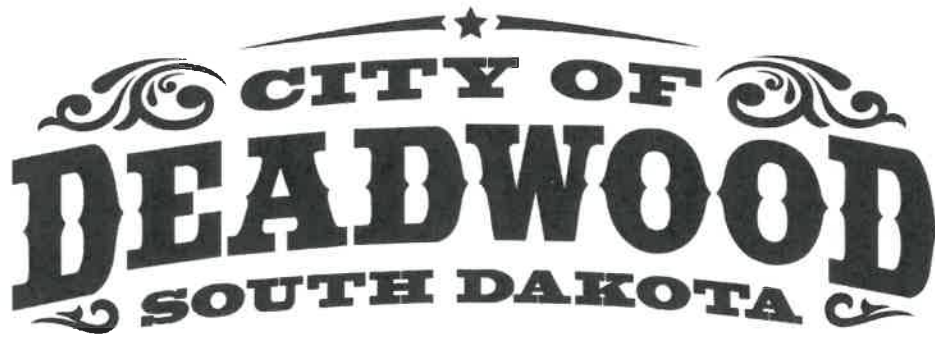
AFFIDAVIT OF APPLICANT

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: 6/17/24

(Signature of Applicant/Sponsoring Organization)



Event Complex Rental and Use Agreement

Event: Black Hills Veteran March and Marathon

Date: 20-21 September 2023 2024

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: Black Hills Veteran March and Marathon

Contact Information:

Name of Applicant: Quenten Johnson

Business/Organization: Black Hills Veterans March and Marathon

Mailing Address: 7130 Castlewood Dr

City, State Zip: Summerset, SD 57718

Business Phone: 605-580-6012 Cell Phone: _____

Email Address: Quenten.j.johnson.mil@army.mil

Dates Event Complex requested:

Set up Date(s): 20SEP24 Hour(s): 0900

Event Date(s): 21SEP24 Hour(s): 0630-2000

Clean-up Date(s): 21SEP24 Hour(s): 1800-2000

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 #

Deadwood Event Complex Rental and Use Agreement

Event Name: Black Hills Veteran March and Marathon

Compliance with Deadwood City Ordinances:

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

- 1) Deadwood Codified Ordinance - Chapter 8.12 – Noise. This ordinance must be adhered to. A violation of this ordinance could be grounds for refusing future rental requests.
- 2) Deadwood Codified Ordinance – 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: Quenten Johnson Title: Co-Chair
 Phone: 605-580-6012 Representing: _____

Name: Jerico Witte Title: Finish Line Chair
 Phone: 605-360-3775 Representing: _____

Name: Kayleigh Cihak Title: Rest Stop Chair
 Phone: 605-490-2747 Representing: _____

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

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

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

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

Initials QJJ

7. Outdoor/Animal Events: (Check Acknowledgement)

- Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
- Event representatives are responsible for cleaning restrooms after the event (if used).
- Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

Initials QJJ

**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) 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: Black Hills Veteran March and Marathon

Name: Quenten J Johnson Title: Co-Chair

Signature: JOHNSON.QUENTEN.JAMES.1153328877 Digitally signed by JOHNSON.QUENTEN.JAMES.1153328877 Date: 2024.05.31 16:33:51 -06'00' 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):

The BHVMM is a way to honor the sacrifices of the nation's service men and women. It's a 26.2 mile March and Marathon that starts in Rochford and ends at the Deadwood fairgrounds. The events at the fairgrounds include the race finish, a catered meal with donated beverages to include beer, and possibly

musical entertainment. All festivities will be concluded by 8PM. All funds raised for the event helps pay for the current and future events and the rest is donated to various veterans organizations.

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:

The BHVMM does carry a 1 million dollar policy.

Initials QJJ

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

Participant Release and Indemnification required? YES X NO _____

Initials QJJ

- 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 QJJ

- 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 QJJ

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 QJJ

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 QJJ

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 QJJ

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 QJJ

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 QJJ

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: Black Hills Veteran March and Marathon

Name: Quenten J Johnson Title: Co-Chair

Signature: JOHNSON.QUENTEN.JAMES.1153328877 Digitally signed by JOHNSON.QUENTEN.JAMES.1153328877 Date: 2024.05.31 15:34:24 -06'00' 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:

Black Hills Veteran March and Marathon

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: Quenten Johnson Date of Birth: 9APR78

Address: 7130 Castlewood Dr
Summerset, SD 57718

Signature: JOHNSON.QUENTEN.JAMES.11533 28877 Digitally signed by JOHNSON.QUENTEN.JAMES.1153328877 Date: 2024.05.31 15:34:45 -06'00' 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 extent 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: Black Hills Veteran March and Marathon

Name: Quenten Johnson Title: C-Chair

Signature: JOHNSON.QUENTEN.JAMES.1153328877 Digitally signed by JOHNSON.QUENTEN.JAMES.1153328877 Date: 2024.05.31 15:35:16 -06'00' 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.

I have read and understand these rules.

Organization: Black Hills Veteran March and Marathon

Name: Quenten Johnson Title: Co-Chair

Signature: JOHNSON.QUENTEN.JAMES.1153328877 Digitally signed by JOHNSON.QUENTEN.JAMES.1153328877 Date: 2024.05.31 15:36:05 -06'00' Date: _____

Responsibilities to and of the Concessionaire

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

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

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Alcohol Policy for Facility Rentals

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

The sale of alcoholic beverages may be allowed by acquiring a special alcoholic beverage license from the City of Deadwood per Deadwood Codified Ordinance Chapter 5.04.070 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: Black Hills Veteran March and Marathon

Name: Quenten Johnson Title: Co-Chair

Signature: 1153328877
JOHNSON.QUENTEN.JAMES. Digitally signed by JOHNSON.QUENTEN.JAMES.1153328877 Date: 2024.05.31 15:36:44 -06'00'

Dates/Times Alcohol will be served: 21SEP24 from about 1200 to 2000

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 _____

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

Initials _____

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

Initials _____

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

Initials _____

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

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: Black Hills Veteran March and Marathon

Name: Quenten Johnson Title: Co-Chair

Signature: JOHNSON.QUENTEN.JAMES.1153328877 Digitally signed by JOHNSON.QUENTEN.JAMES.1153328877 Date: 2024.05.31 15:37:53 -06'00' Date: _____

City of Deadwood Equipment and Services

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

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

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.

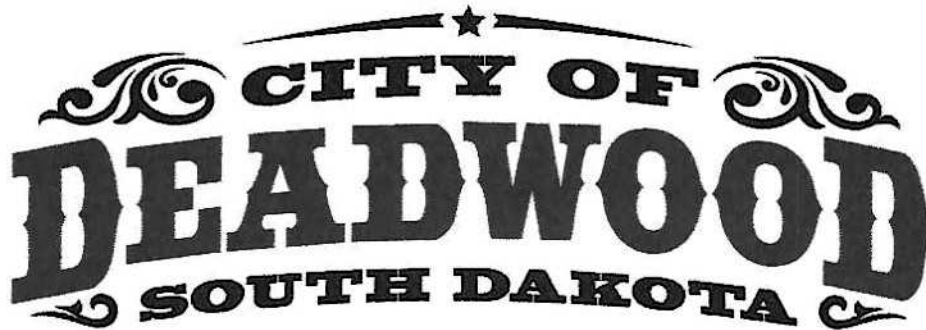
Organization: Black Hills Veteran March and Marathon

Name: Quenten Johnson Title: Co-Chair

Signature: 1153328877 JOHNSON.QUENTEN.JAMES. Digitally signed by JOHNSON.QUENTEN.JAMES.1153328877 Date: 2024.05.31 15:38:27 -06'00' Date: _____

Daytime Phone Number: 605-580-6012

Date of your Event(s): 20-21SEP24 Group/Event Name: Black Hills Veteran March and Marathon



Event Complex Rental and Use Agreement

Event: Deadwood Mickelson Trail Marathon

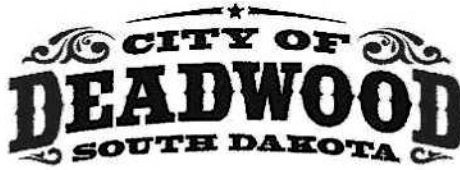
Date: 6/2/24

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
767 Main Street
Deadwood, SD 57732
605-578-1876

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood Mickelson Trail Marathon

Contact Information:

Name of Applicant: Emily Wheeler

Business/Organization: WEM, Inc

Mailing Address: 2458 Lindsey Drive

City, State Zip: Rapid City SD 57702

Business Phone: 605-390-6137 Cell Phone: 605-390-6137

Email Address: emily@runcrazyhorse.com

Dates Event Complex requested:

Set up Date(s): 6/2/24 Hour(s): 4:30am

Event Date(s): 6/2/24 Hour(s): 5am-3pm

Clean-up Date(s): 6/2/24 Hour(s): 3pm

Approximate number of people who will attend: 1500

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: Deadwood Mickelson Trail Marathon

Compliance with Deadwood City Ordinances:

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

- 1) Deadwood Codified Ordinance - Chapter 8.12 – Noise. This ordinance must be adhered to. A violation of this ordinance could be grounds for refusing future rental requests.
- 2) Deadwood Codified Ordinance – 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: <u>Emily Wheeler</u>	Title: <u>Race Director</u>
Phone: <u>605-390-6137</u>	Representing: <u>WEM, Inc</u>

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

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

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

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

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

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government
 (Check One) *Categories above defined in the Complex Guidelines and Information Sheet*

Rental Fees:

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

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold in lieu of any rental fee above. The City of Deadwood has a ticket surcharge established by resolution in the amount of \$1.00 per ticket sold. **The City Of Deadwood reserves the right to apply the rental Fee regardless of any application for the use of the ticket surcharge in lieu of rental fees.**

Rental Fees subject to change.

Damage Deposit (Refundable): \$500 minimum (no alcohol) or \$1,000 minimum (serving alcohol)
Key Deposit (One Key or All Keys) (Refundable): \$100.00

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities	\$ _____	Key Deposit	\$ _____
Parking Lots	\$ <u>500</u>	Cleaning/Damage Deposit	\$ <u>1250</u>
Baseball Fields	\$ _____		
Total Fees	\$ <u>500</u>	Total Deposits	\$ <u>1250</u>

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

Organization: WEM, Inc

Name: Emily Wheeler

Title: Race Director

Signature: *Emily Wheeler*

Date: 1/29/24

For Office Use Only:

Date Fees Received _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

Acknowledgement of Use Rules and Regulations

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

Initials ^{ew} _____
2. In the event there is damage to the Event Complex or its amenities, City of Deadwood or its appointed agent will notify the undersigned user of the nature and extent of the damage. City of Deadwood will provide an appraisal of the repair or replacement within 10 days of the event. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials ^{ew} _____
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 \$71.50 per hour per person required to perform the work.

Initials ^{ew} _____
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 ^{ew} _____
5. The user is responsible for trash dumpster(s), the removal of the trash, and all costs associated with trash generated from the event. Dumpsters shall be placed in locations approved by the Public Works Director.

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

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

Initials ew

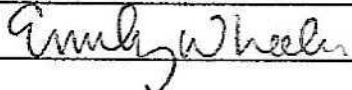
7. Outdoor/Animal Events: (Check Acknowledgement)

- Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
- Event representatives are responsible for cleaning restrooms after the event (if used).
- Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

Initials ew

Organization: WEM, Inc

Name: Emily Wheeler Title: Race Director

Signature:  Date: 1/29/24

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 605-578-2622.

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: WEM, Inc

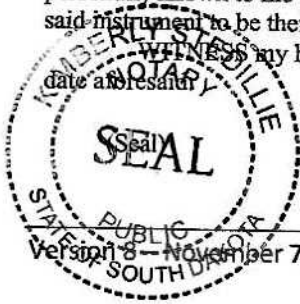
Name: Emily Wheeler Title: Race Director

Signature: *Emily Wheeler* Date: 1/29/24

ACKNOWLEDGEMENT INDIVIDUAL

STATE OF _____
SS.

COUNTY OF _____
On this 16th day of February, 2023, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Emily Wheeler, personally known to me to be the person whose name is affixed to the above instrument and acknowledged the said instrument to be their free and voluntary act and deed.
WITNESS my hand and official seal at Pennington, SD, in said county and state, the date and year first above written.



Kimberly Stedler
Notary Public
My Commission Expires: 10/31/2023

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):

Parking for race participants, drop off for runners staying in local hotels. Hired buses will take runners to the start and then return them from the finish area

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

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

Initials ew

- B. If required by this paragraph, we agree to require each participant in our special event to execute a RELEASE AND INDEMNIFICATION AGREEMENT for ourselves and for Deadwood, on a form approved by Deadwood. Contact Deadwood Safety Director for determination: 578-2622

Participant Release and Indemnification required? YES _____ NO _____

Initials ew

- 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 ew

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

Initials ew

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 ew

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

Initials ew

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

Initials ew

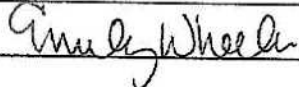
H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of South Dakota, and that jurisdiction and venue for any suit of cause of action under this agreement shall lie in the courts of Lawrence County, South Dakota.

Initials ew

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

Initials ew

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: WEM, Inc
Name: Emily Wheeler Title: Race Director
Signature:  Date: 1/29/24

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:

the Deadwood Mickelson Trail Marathon/ parking vehicles

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: Emily Wheeler Date of Birth: 10/29/1975

Address: 2458 Lindsey Drive
Rapid City SD 57702

Signature:  Date: 1/29/24

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

By our signatures below, we acknowledge that we are aware of, appreciate the character of, and voluntarily assume the risks involved in participating in vehicle parking for the Deadwood Mickelson Trail marathon

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

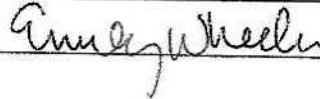
- No fog machine or similar device may be used in the buildings as they will set off the smoke alarms.
- No alcohol is allowed on any portion of the Event Complex unless consent has been given by City of Deadwood, and the Alcohol Policy has been signed and approved.
- No nails, staples, or tacks to be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

I have read and understand these rules.

Organization: WEM, Inc

Name: Emily Wheeler

Title: Race Director

Signature: 

Date: 1/29/24

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 \$71.50 per hour per attendant and City will assign attendants

Additional Notes:

1. High visibility vests with Deadwood Event Complex identified on them will be available in the Ticket Booth.
2. Large map of Complex will be on display in Ticket Booth for communication.

I have read and understand these rules.

Organization: WEM, Inc

Name: Emily Wheeler Title: Race Director

Signature: *Emily Wheeler* Date: 1/29/24

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: WEM, Inc

Name: Emily Wheeler

Title: Race Director

Signature: *Emily Wheeler*

Date: 1/29/24

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: WEM, Inc

Name: Emily Wheeler

Title: Race Director

Signature: *Emily Wheeler*

Date: 1/29/24

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.

For Office Use Only:

Date Fees Received: _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

General Business within the Event Complex

1. If you will be selling any items (tangible personal property), you and vendors must present a copy of South Dakota Sales Tax Licenses. For information on sales tax licensing contact the following:
 South Dakota Department of Revenue Office
 445 East Capitol Ave
 Pierre, SD 57501-3185
 (605) 773-3311

Initials ew

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 ew

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 ew

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 ew

Organization: WEM, Inc
 Name: Emily Wheeler Title: Race Director
 Signature: *Emily Wheeler* Date: 1/29/24

For Office Use Only:

Sales Tax Number (If Applicable): _____
 Date Fees Received: _____ Total(s): _____
 City Representative: _____ Title: _____
 Signature: _____ Date: _____

Event Complex Sign and Banner Policy

1. Approved events proposed for the Deadwood Event Complex are exempt from Chapter 15.32 Signs of the City of Deadwood Code for all signage and banners located within the event venue. Any proposed banners or signs on the outside of the perimeter fencing will be subject to permitting and the process for approval as part of Deadwood Codified Ordinance Chapter 15.32
2. All signage and banners may be installed at the beginning of the approved rental time and shall be removed within 24 hours of completion of the event. City Staff will remove banners remaining beyond the time for removal at a cost of \$71.50 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: WEM, Inc

Name: Emily Wheeler

Title: Race Director

Signature: *Emily Wheeler*

Date: 11.29/21

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: WEM, Inc Emily Wheeler

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.

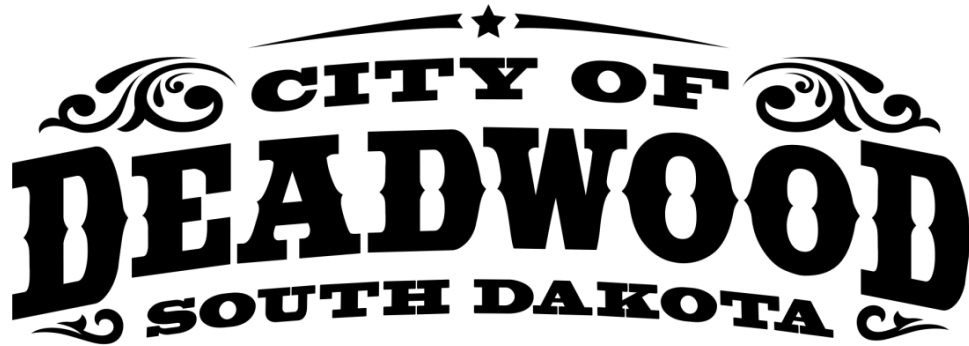
Organization: WEM, Inc

Name: Emily Wheeler Title: Race Director

Signature: *Emily Wheeler* Date: 1/29/24

Daytime Phone Number: 605-3906137

Date of your Event(s): 6/2/24 Group/Event Name: Deadwood Mickelson Trail Marathon



Event Complex Rental and Use Agreement

Event: Deadwood PBR

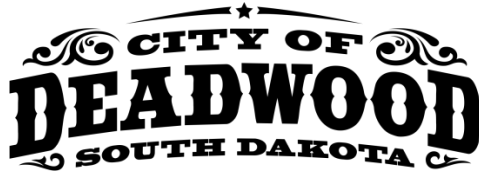
Date: June 7th and 8th 202

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

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Do Deadwood Presents the Deadwood PBR

Contact Information:

Name of Applicant: Adam Libby

Business/Organization: Libby Productions LLC

Mailing Address: PO Box 2343

City, State Zip: Eureka, MT 59917

Business Phone: 406-885-1385 Cell Phone: _____

Email Address: alibbyproductions@gmail.com

Dates Event Complex requested:

Set up Date(s): 06/03/24 - 06/07/24 Hour(s): 10:00

Event Date(s): 06/07/24 and 06/08/24 Hour(s): 7:00-10:00

Clean-up Date(s): 06/09/24 Hour(s): 8:00-5:00

Approximate number of people who will attend: 5000

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: Do Deadwood Presents the Deadwood PBR

Compliance with Deadwood City Ordinances:

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

- 1) Deadwood Codified Ordinance - Chapter 8.12 – Noise. This ordinance must be adhered to. A violation of this ordinance could be grounds for refusing future rental requests.
- 2) Deadwood Codified Ordinance – 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: Greg Nelson Title: _____
 Phone: (605) 580-1263 Representing: _____

Name: Fritz Carlson Title: _____
 Phone: (605) 210-1780 Representing: Bad Lands Security

Name: Desiree Libby Title: _____
 Phone: (406) 291-2253 Representing: Libby Productions

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	\$ <u>Sur Charge</u>
Baseball Fields	\$ _____
Parking Lots	\$ <u>1000.00</u>
Cleaning/Trash Removal	\$ <u>500.00</u>
Streaming	\$ <u>250.00</u>
Total Fees	\$ <u>0</u>

Request to Waive

Complex Fees

Refundable Deposits

Key Deposit	\$ <u>100.00</u>
Damage Deposit	\$ <u>2500.00</u>
Total Deposits	\$ <u>2500.00</u>

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

Organization: Libby Productions LLC

Name: Adam Libby

Title: Owner

Signature: Adam Libby

Date: 03/04/24

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 AL

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

Initials AL

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 AL

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 AL

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

Initials AL

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.

Initials AL

7. Outdoor/Animal Events: (Check Acknowledgement)

- Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
- Event representatives are responsible for cleaning restrooms after the event (if used).
- Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

Initials AL

**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.

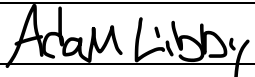
User represents that its activities, pursuant to this agreement, will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. User acknowledges that the City has no duty to and 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) 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: Libby Productions LLC

Name: Adam Libby Title: Owner

Signature:  Date: 03/04/24

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):

Two night of bull riding, 30 bull rides on Friday and 40 bull rides on Saturday.

The event will start at 7:00 pm and end between 9:00 - 9:30

There will be an adequate amount of production personnel an emergency response team and a licensed veterinarian on the premises.

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 AL

- 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 AL

- 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 AL

- 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 AL

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 AL

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 AL

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 AL

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 AL

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 AL

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: Libby Productions LLC

Name: Adam Libby Title: Owner

Signature: Adam Libby Date: 03/04/24

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:

Do Deadwood Presents the Deadwood PBR

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

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

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

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

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

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

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

- No fog machine or similar device may be used in the buildings as they will set off the smoke alarms.
- No alcohol is allowed on any portion of the Event Complex unless consent has been given by City of Deadwood, and the Alcohol Policy has been signed and approved.
- No nails, staples, or tacks to be put on any City property. Painter’s tape (low adhesive) is allowed.
- All decorations must be flame retardant in accordance with fire code.
- All exit lights must remain uncovered and visible.
- No smoking is allowed on any city property, except designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette or other smoking equipment on city property.
- At 10:00 p.m., music must be shut off or turned down so it cannot be heard outside of the Event Complex.
- Propane usage allowed with City of Deadwood’s prior consent.
- Clean up after your event, including but not limited to:
 - Sweep floors & mop spills and wipe down countertops
 - Empty trash in building & dispose of in receptacles outside
 - 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: Libby Productions LLC
 Name: Adam Libby Title: Owner
 Signature: *Adam Libby* Date: 03/04/24

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

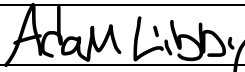
Additional Notes:

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: Libby Productions LLC

Name: Adam Libby Title: Owner

Signature:  Date: 03/04/24

Responsibilities to and of the Concessionaire

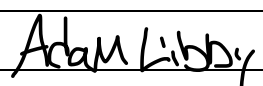
- A. The Concessionaire shall sell quality food and beverages; schedule and provide full maintenance of the concession premises; employ, train, and supervise personnel with appropriate qualifications and experience to assist in such functions; perform or supervise employees in the performance of all 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: Libby Productions LLC

Name: Adam Libby Title: Owner

Signature:  Date: 03/04/24

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: Libby Productions LLC

Name: Adam Libby Title: Owner

Signature: Adam Libby

Dates/Times Alcohol will be served: _____

Business name who will be serving: Saloon 10

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 AL

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 AL

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 AL

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 AL

Organization: Libby Productions LLC

Name: Adam Libby Title: Owner

Signature: Adam Libby Date: 03/04/24

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: Libby Productions LLC
 Name: Adam Libby Title: Owner
 Signature: *Adam Libby* Date: 03/04/24

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

- 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.

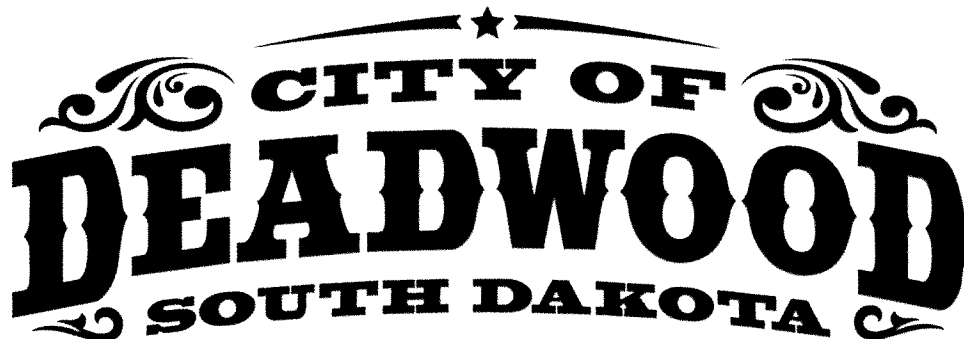
Organization: Libby Productions LLC

Name: Adam Libby Title: Owner

Signature: *Adam Libby* Date: 03/04/24

Daytime Phone Number: (406) 885-1385

Date of your Event(s): 06/07/24 - 06/08/24 Group/Event Name: Deadwood PBR



Event Complex Rental and Use Agreement

Naja Shrine Circus

Event: 6-22-24

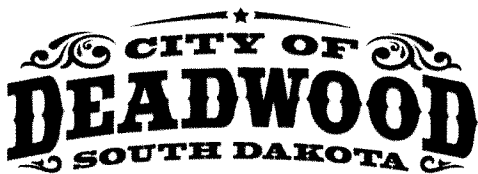
Date: _____

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

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Naja Shrine Circus

Contact Information:

Name of Applicant: Jeff Schroeder

Business/Organization: Naja Shrine

Mailing Address: 4091 Sturgis Rd

City, State Zip: Rapid City, SD 57702

Business Phone: 605-642-3402 Cell Phone: _____

Email Address: finance@najashrine.com

Dates Event Complex requested:

Set up Date(s): 6-21-24 Hour(s): _____

Event Date(s): 6-22-24 Hour(s): _____

Clean-up Date(s): 6-22-24 Hour(s): _____

Approximate number of people who will attend: _____

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

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

Office use Only
Key #
Key #
Key #
Key #
Key #
Key #
Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: Naja Shrine Circus

Compliance with Deadwood City Ordinances:

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

- 1) Deadwood Codified Ordinance - Chapter 8.12 – Noise. This ordinance must be adhered to. A violation of this ordinance could be grounds for refusing future rental requests.
- 2) Deadwood Codified Ordinance – 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: Kip Wagner Title: Circus chairman

Phone: 605-206-6393 Representing: NAJA

Name: Jeff Schroeden Title: Past Potentate

Phone: 605-591-9777 Representing: NAJA

Name: David R Ruth JR Title: Circus CFO

Phone: 605-920-1192 Representing: NAJA

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

Request to Waive

Refundable Deposits

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

Complex Fees

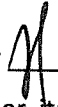
Key Deposit \$ 160
 Damage Deposit \$ 500
Total Deposits \$ 660

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

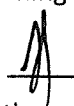
Organization: MAJIA SHRINERS
 Name: JEFF SCHROEDER Title: PAST POTENTATE
 Signature: [Handwritten Signature] Date: 3-4-24

Acknowledgement of Use Rules and Regulations


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

Initials 


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

Initials 


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

Initials 

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

Initials 

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

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.

Initials 

7. Outdoor/Animal Events: (Check Acknowledgement)

- Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
- Event representatives are responsible for cleaning restrooms after the event (if used).
- Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

Initials 

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: NAIA Shriners
Name: Jeff Schroeder Title: Past Potentiate
Signature: [Handwritten Signature] Date: 3-4-24

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):

Shrine Circus

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 *AF*

- 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 *AF*

- 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 *AF*

- 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 *AF*

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 *JS*

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 *JS*

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 *JS*

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 *JS*

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 *JS*

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: *Naja Shriners*
Name: *Jeff Schroeder* Title: *Past Potentate*
Signature: *Jeff Schroeder* Date: *3-4-24*

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:

Shrine Circus

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 extent allowed by law.

Name: Jeff Schroedel Date of Birth: 7-15-67
 Address: 804 W McClellan
Lead, SD, 57754
 Signature: [Handwritten Signature] Date: 3-4-24

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: Maja Shriners

Name: Jeff Schroedel Title: 1st Potentate

Signature: [Handwritten Signature] Date: 3-4-24

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: Naja Shriners
 Name: Jeff Schroeder Title: Last Potentate
 Signature: Jeff Schroeder Date: 3-4-24

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: Naja Showers
 Name: Jeff Schroeder Title: Past Parental
 Signature: [Handwritten Signature] Date: 3-4-24

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: Naja Shainers

Name: Jeff Schroedel Title: Past Potentate

Signature: [Handwritten Signature]

Dates/Times Alcohol will be served: N/A

Business name who will be serving: N/A

Liquor Liability Insurance

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

Name of Insurance Company: _____

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 JS

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 JS

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 JS

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 JS

Organization: AAA Shriners
 Name: Jeff Schroedel Title: Past Tentate
 Signature: [Handwritten Signature] Date: 3-4-24

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: Naja Shriners
 Name: Jeff Schroeder Title: Past Potentate
 Signature: [Handwritten Signature] Date: 3-4-24

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

- 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: Naja Shriners

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: _____