



Event Committee Meeting Meeting Agenda

August 28, 2025

1. **ROLL CALL**
2. **APPROVAL OF MINUTES**
 - a. Approval of June 26, 2025 minutes.
3. **OLD BUSINESS**
 - a. Recap of end of June Events: Mr. Wu's Wong Weekend, Red Knights Visit, Monster Truck.
 - b. Recap of July Events: July 4th Parade, Freedom Weekend Concert, 3-Wheeler Rally, Deadwood Blues Festival, Days of '76 Rodeo, BH Shootout AAU Wrestling.
 - c. Recap of August Events: Sturgis Bike Parking, Harley Davidson Rally Point and Activation Demo Rides, Medicine Wheel Ride, Legends Ride, Thrashin Supply Company Ride, Rusty Wallace Ride, Days Steer Roping, Preacher Smith Redemption Day, The Drifters, Kool Dwd Nites.
4. **NEW BUSINESS**
 - a. Thrashin Supply Company - August 5. Held public hearing on July 31. No action needed.
 - b. Tusk Concert - August 29. Held public hearing August 18. No action needed.
 - c. Lead Deadwood Futbol Club - August 29 - October 30, 2025. Request to waive 45-day requirement.
 - d. Deadwood Lead 76ers Swim Team Practice - September 22, 2025 through July 31, 2026.
 - e. Lead Deadwood High School Homecoming Parade - September 26, 2025.
 - f. Oktoberfest - October 2-3, 2025. Public Hearing set for September 2.
 - g. Wild West Songwriters Festival - October 16-18, 2025. Public hearing set for September 2.
 - h. Deadweird - October 24-25, 2025. Public hearing set for September 2.
 - i. Kringle Crawl - December 12-13, 2025.
 - j. Deadwood Lead 76ers Invitational - January 9-11, 2026.
 - k. Vintage Baseball Game - June 14, 2026.

[l.](#) Jay M Vogt Tournament - June 19-21, 2026.

[m.](#) 3-Wheeler Rally - July 10-16, 2026.

5. **REFUNDS**

- a. Monsters of Destruction - June 28-29, 2025 - \$2,350.00
- b. 3-Wheeler Rally - July 6-11, 2025 - \$2,350.00
- c. Days of '76 Rodeo - July 20-26, 2025 - \$2,350.00. Request to continue till September meeting.
- d. Days of '76 Steer Roping - August 15-17, 2025 - \$2,350.00
- e. Kool Deadwood Nites - August 19-24, 2025 - \$1,000.00

6. **UPCOMING EVENTS**

- a. Mustang Rally - August 28, 2025 - street closure.
- b. Tusk Concert - August 29, 2025 - open container, street closure.
- c. Fair in the Square - September 4-6, 2025 - street closure.
- d. Motorsports Arenacross Race - September 6, 2025 - open container at Event Complex and waiver of user fees.
- e. Jeep Jamboree - September 18-20, 2025 - use of public property at Event Complex.
- f. Black Hills Veterans March - September 19-20, 2025 - open container and use of Event Complex.
- g. Deadwood Jam - September 19-20, 2025 - open container, street closure, waiver of banner and vending fees.
- h. 27th Annual Mickelson Trail Trek - September 21, 2025 - use of public property.
- i. Lead Deadwood High School Homecoming Parade - September 26, 2025.

7. **OPEN DISCUSSION**

8. **MEETING ADJOURNMENT**

- a. Next meeting will be Thursday, September 25, 2025 at 10:00 a.m.

**CITY OF DEADWOOD
EVENT COMMITTEE**

Roll Call:

The City of Deadwood Event Committee met Thursday June 26, 2025 in the Century Room in City Hall. Sharon Martinisko called the meeting to order at 10:00 a.m. Present were Sharon Martinisko, Randy Adler, Jesse Allen, Michelle Fischer, Cory Percy, Justin Lux, Destiny Maynard, Tom Riley, Bobby Rock, Rose Speirs, Lornie Stalder, and Misty Trehwella.

Absent was Joel Ellis and Cory Shafer.

Also present was Charles Fetter.

Approval Of Minutes:

Minutes of the meeting on May 29, 2025, were approved by Mrs. Speirs, second by Mr. Allen; motion carried unanimously.

Old Business:

1. Recap of November Events:

Mickelson Trail Marathon and Post Party – no issues.

PBR – no issues.

Summer Vendor & Pop Up Market – no issues.

Wild Bill Days - new layout. Discussion was held concerning safety and street closure.

Community Concert – no issues.

Shrine Circus – no issues.

Bev's Poker Run – no issues.

New Business:

1. Days of '76 Steer Roping – August 15-17, 2025.

Mr. Allen spoke about the event, requesting use of Event Complex, open container and special liquor license. Mrs. Speirs moved to approve and recommend to city commission, seconded by Mr. Adler; motion carried unanimously.

2. Preacher Smith Deadwood Redemption Day – August 16, 2025.

Mr. Rock spoke about the event, requesting street closure on Deadwood Street.

Mr. Adler moved to approve and recommend to city commission, seconded by Mr. Allen, motion carried unanimously.

3. Fair in the Square – September 4-6, 2025.

Mr. Rock spoke about the event, requesting street closure on Deadwood Street. Mrs. Speirs moved to approve and recommend to city commission, seconded by Mr. Adler; motion carried unanimously.

4. Motorsports Arenacross Race – September 6, 2025.

Mr. Allen spoke about the event, requesting open container and use of Event Complex. Mr. Riley moved to approve and recommend to city commission, seconded by Mr. Stalder; motion carried unanimously.

5. Amended Deadwood Jam – September 19-20, 2025.

Mr. Rock spoke about the event, requesting street closure on Main Street. Discussion was held concerning safety and street closure. Mr. Stalder moved to approve and recommend to city commission, seconded by Mrs. Maynard; motion carried unanimously.

Refunds:

1. Back When They Bucked – May 21-28 - \$2,350.00 plus the additional \$25.00.

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

2. Deadwood Mickelson Trail Marathon – May 31 – June 1 - \$900.00. Check was made for different amount.

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

3. PBR – June 6-7 - \$2,350.00.

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

4. Shrine Circus – June 21 - \$1,100.00.

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

Upcoming Events:

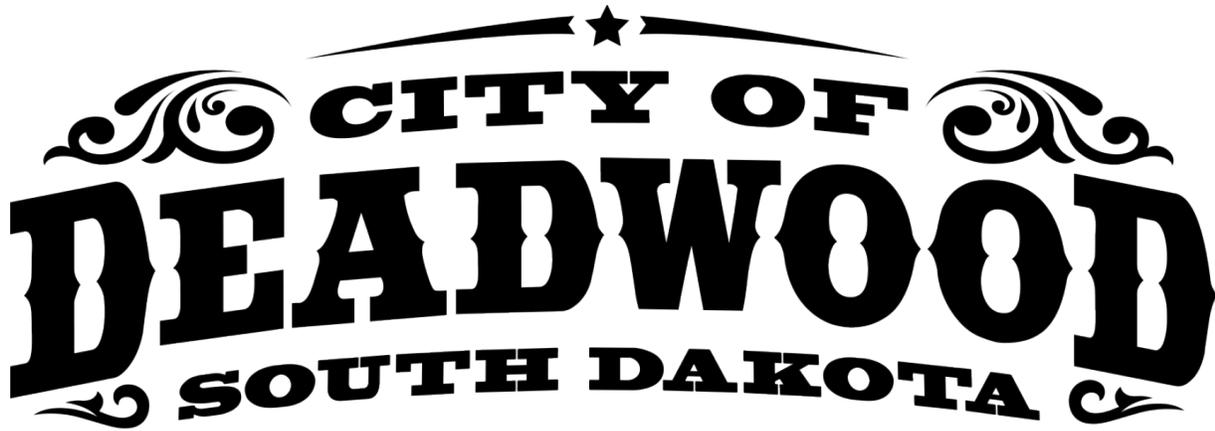
- 1. Mr. Wu’s Wong Weekend – June 26-28 – closure of Main Street, 3 times a day between 2:00 p.m. and 7:00 p.m.**
- 2. Red Knights Visit – June 27- use of Quest Lot.**
- 3. Monster Truck – June 28-29, 2025 – open container waiver of user fees at Event Complex.**
- 4. July 4 Parade, July 4 – main street closure.**
- 5. Freedom Weekend Concert – July 5 open container in zone 1 and 2, Deadwood Street closure.**
- 6. 3-Wheeler Rally – July 6-11 – open container at Event Complex, Main Street closure, use of Event Complex.**
- 7. Days of ’76 Rodeo – July 16-28 – open container at Event Complex, special full temporary liquor license, waiver of user fees and street closure.**
- 8. Black Hills Shoot Out AAU Wrestling – July 19 – Deadwood Street closure.**
- 9. Sturgis Bike Parking – July 27 – August 10 – use of Int. Lot, parking on Main Street.**
- 10. Harley Davidson Activation Demo Rides – use of Welcome Center Lot.**

Open Discussion:

Mr. Stalder spoke about Railroad Avenue Water Redundancy project and how it will impact Railroad parking lot.

Meeting Adjournment:

With no further business for the committee to consider, Mr. Ellis moved to adjourn, second by Mr. Alder. The next Event Committee meeting will be **Thursday, July 31, 2025 at 10:00 a.m.**



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

Harley Davidson Thrashin Supply Co August 5, 2025

Instructions:

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

Adopted October 7, 2024

EVENT INFORMATION

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

Event Title: Harley Davidson Thrashin Supply Co August 5, 2025

Event Date(s): August 5, 2025 Total Anticipated Attendance: 1000
(month, day, year)

(# of Participants 1000 # of Spectators _____)

Actual Event Hours: (from: 10 am AM / PM (to): 4 pm AM / PM

Location / Staging Area: Outlaw Square - Deadwood St

Set up/assembly/construction August 5, 2025 Start time: 10 am AM / PM

Please describe the scope of your setup / assembly work (specific details): _____
Blocking of Deadwood St

Dismantle Date: August 5 Completion time: 4 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 Street from Main to Pioneer Way

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

OPEN CONTAINER

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

Date: August 5 Times: 11-4 Zone: 3

Date: _____ Times: _____ Zone: _____

Adopted October 7, 2024

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Harley Davidson

Chief Officer of Organization (NAME): _____

Applicant (NAME): Wade Morris aka Bobby Rock Business Phone: 605-210-1780

Address: 703 Main St Deadwood, SD 57732
(city) (state) (zip code)

Daytime phone: 605-717-6848 Evening Phone: 605-641-9162 Fax #: ()

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

Name: Randy Brown/Oswald Entertainment Group

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

Contact person "on site" day of event or facility use Randy Brown Pager/Cell #: 605-415-2946

(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:

Requesting temporary closure of Deadwood St. from Main St to Pioneer Way from 10 am to 4 pm. This will be used for crowd overflow, no bike parking on Deadwood Street. Also request open container perimeter to expand from zone 4 to zone 3 for that time from due to the influx of people it would be easier to manage that trying to contain it all in zone 4.

Deadwood St. would re-open at 4 pm after the event concludes.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

- | | | |
|-------------------------------------|-------------------------------------|---|
| NO | YES | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the event involve the sale or use of alcoholic beverages? If 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>Event group would be selling merchandise</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. |

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: _____
Private security to handle crowd control and Outlaw Square staff to handle in house

Please describe your Accessibility Plan for access at your event by individuals with disabilities: _____
Outlaw Square is ada accessible

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

NO YES
 Have you hired any Professional Security organization to handle security arrangements for this event? If **YES**, please list:

Security Organization: Badlands Security

Security Organization Address: 11090 Snoma Ro - Belle Fourche, SD
(city) (state) (zip code)

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

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

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

Number N/a Ambulance(s) – How provided? _____

Number N/a Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: WM

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

Acknowledge acceptance with initial: WM

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____
Businesses and Residents will be notified through public hearing process _____

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: 1 Number of Bands: 1

Type of Music: rock

- Will **sound amplification** be used?
 If **YES**, please indicate: Start Time: 2 pm AM / PM – Finish Time: 4 pm AM / PM

- Will **sound check** be conducted prior to the event?
 If **YES**, please indicate: Start Time: 1 pm AM / PM – Finish Time: 1:30 pm AM / PM

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

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

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

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

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

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: Randy Brown PHONE: 605-415-2946

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: _____

Agent's Name: _____

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

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

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

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

AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Wade Morris Title: Director

Wade Morris Date: 7/16/2025
(Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING
USE OF INTERPRETIVE LOT
THRASHIN SUPPLY COMPANY**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held July 31, 2025, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Open Container:

Tuesday, August 5, 2025: Relaxation of Open Container Ordinance in Outlaw Square – Zone 3 – from 10:00 a.m. to 4:00 p.m.

Street Closure:

Deadwood Street closure from Main Street to Pioneer Way from 10:00 a.m. to 4:00 p.m. on Tuesday, August 5, 2025.

Any person interested in the approval or rejection of such request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 17th day of July, 2025.

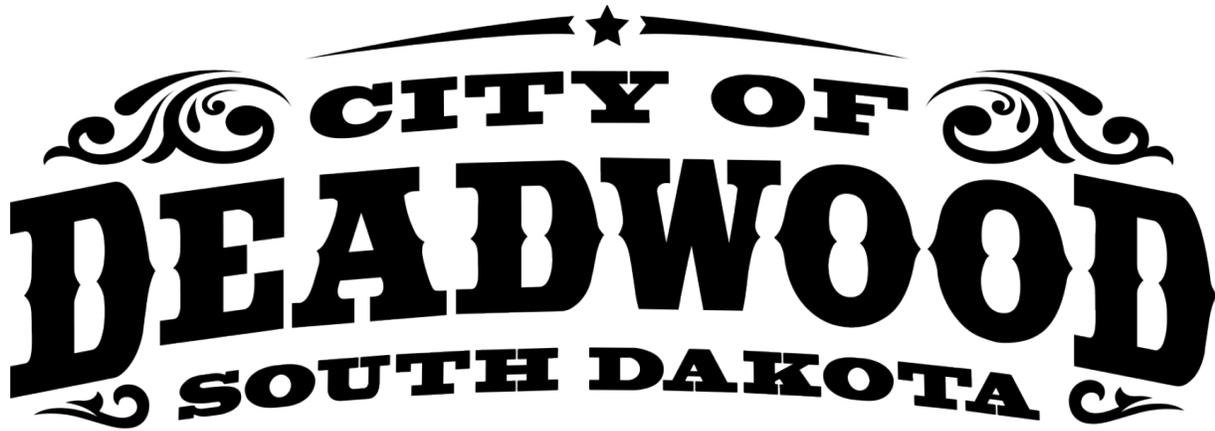
CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish BH Pioneer: July 22, 2025

For any public notice that is published one time:

Published once at the total approximate cost of _____.



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

TUSK CONCERT AUGUST 29, 2025

Instructions:

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

Adopted October 7, 2024

EVENT INFORMATION

<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: TUSK CONCERT AUGUST 29, 2025

Event Date(s): Friday, August 29, 2025 Total Anticipated Attendance: 2500
(month, day, year)

(# of Participants 50 # of Spectators 2450)

Actual Event Hours: (from: 8 pm AM / PM (to): 10 pm AM / PM

Location / Staging Area: Outlaw Square

Set up/assembly/construction August 29, 2025 Start time: 7 am AM / PM

Please describe the scope of your setup / assembly work (specific details): Load in consists of production equipment, sound & lights and backline

Dismantle Date: August 30, 2025 Completion time: 1 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. from Main to Pioneer Way - closing at 7 am on August 29, re-opening at 1 am on August 30, 2025

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

OPEN CONTAINER

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

Date: August 29, 2025 Times: 5 pm to 10 pm Zone: 1 \$ 2

Date: _____ Times: _____ Zone: _____

Adopted October 7, 2024

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Outlaw Square

Chief Officer of Organization (NAME): _____

Applicant (NAME): Wade Morris(aka Bobby Rock) Business Phone: 605-210-1710

Address: 703 Main St. Deadwood, SD 57732
(city) (state) (zip code)

Daytime phone: 605-717-6848 Evening Phone: 605-641-9162 Fax #: ()

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

Name: _____

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

Contact person "on site" day of event or facility use Bobby Rock Pager/Cell #: 605-641-9162

(Note: This person must be in attendance for the duration of the event and immediately available to city officials)

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

FEES / PROCEEDS / REPORTING

NO YES

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

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

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

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

This is a Labor Day weekend Concert on Friday, August 29, 2025
featuring TUSK (Classic Fleetwood Mac Tribute Band)
Show will start at 8 pm and be completed no later that 10 pm

Request Deadwood St. closure from 7 am August 29 to 1 am August 30, 2025
This will be used for production load in, equipment placement and crowds during show

Requesting Open Container, August 29, 5 pm until 10 pm - Zones 1 & 2
Deadwood Event cups will be used

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>Band merchandise</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. |

SAFETY / SECURITY / ACCESSIBILITY

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

Please describe your Accessibility Plan for access at your event by individuals with disabilities: _____
Outlaw Square is ADA accessible and will have handicap area set up

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: 11090 Snoma Road - Belle Fourche, SD
(city) (state) (zip code)

Security Director (Name): Fritz Carlson Business phone: 605-210-1710

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 and production lighting

Please indicate what arrangements you have made for providing **First Aid Staffing and Equipment**?
Number n/a Ambulance(s) – How provided? _____
Number n/a Emergency Medical Technicians – How provided? _____

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

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

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____
Residents and businesses will be notified through 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: 1

Type of Music: classic rock

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

Will **sound check** be conducted prior to the event?
 If **YES**, please indicate: Start Time: 10a/4p AM / PM – Finish Time: 11a/5 p AM / PM

Please describe the sound equipment that will be used for your event: _____
Powerhouse production handles all sound and lights

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, print, posters, social media, web

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

Refer all event public inquiries and / or media inquiries for this event to:
 NAME: Bobby Rock PHONE: 605-641-9162

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Hub International

Agent's Name: Chris Roberts

Business Phone: (605-578-3456) Policy Number: _____ Policy Type: _____

Address: _____

(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Wade Morris Title: Director

Wade Morris Date: 7/10/2025

(Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING
FOR TUSK CONCERT
STREET CLOSURE, OPEN CONTAINER**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held August 18, 2025 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Friday, August 29, 2025: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Street Closure:

Deadwood Street closure from Main Street to Pioneer Way from 7:00 a.m. on Friday, August 29 to 1:00 a.m. on Saturday, August 30, 2025.

Any person interested in the approval or rejection of such request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

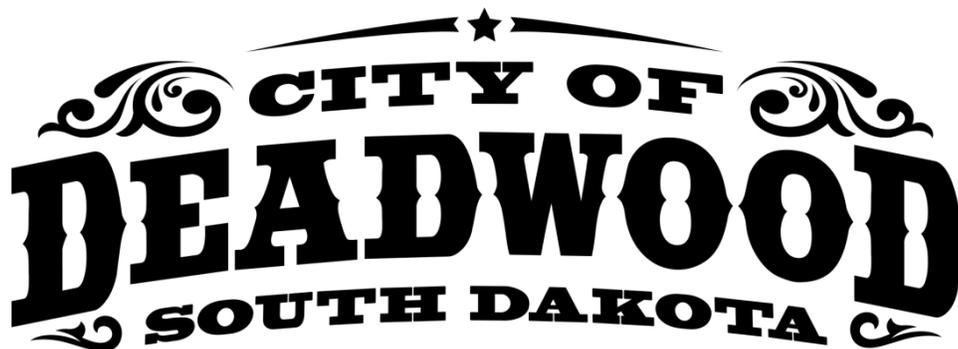
Dated this 21st day of July, 2025.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: July 24, 2025

For any public notice that is published one time:

Published once at the total approximate cost of _____.



Event Complex Rental and Use Agreement

Event: Lead-Deadwood Futbol Club

8/29/25-1

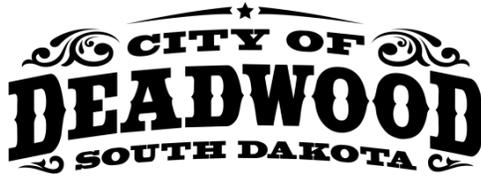
Date of Event: 0/30/25

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

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: _____

Contact Information:

Name of Applicant: Brechelle Bacon

Business/Organization: Lead Deadwood Soccer Association

Mailing Address: PO Box 122

City, State Zip: Deadwood, SD 57732

Business Phone: 6053471000 Cell Phone: _____

Email Address: Brechelle_14@hotmail.com

Dates Event Complex requested:

Set up Date(s): 8-29-25 Hour(s): Evening

Event Date(s): Mon., Tues., Wed., Thurs., Fri., Sat. Hour(s): _____

Clean-up Date(s): 10-30-25 Hour(s): Evening

Approximate number of people who will attend: _____

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

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

Office use Only
Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: Lead-Deadwood Futbol Club

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

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

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

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

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

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

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold. The City of Deadwood has a ticket surcharge, which is set and amended by resolution. **The City Of Deadwood reserves the right to apply the rental fees regardless of the ticket surcharge.**

Rental Fees subject to change. Fees and deposits waived for Lead Deadwood School Activities.
Damage Deposit (Refundable): \$1250 minimum (no alcohol) or \$2,500 minimum (serving alcohol),
 which includes a **\$250 non-refundable administrative fee.**
A cleaning/trash removal fee (Non-Refundable) of \$250.00 PER DAY applies.
A Streaming Fee of \$250 per Event applies IF USED.
Deposit must be received before application can be approved.
City reserves the right to bill for additional fees if damages exceed deposit amount.
Key Deposit (One Key or All Keys) (Refundable): \$100.00
 Please read the Use Guidelines for cancellation and reservation policies.

<u>Fees</u>	<u>Request to Waive</u>	<u>Refundable Deposits</u>
	<u>Complex Fees</u>	
Event Complex Facilities \$ _____	<input checked="" type="checkbox"/>	Key Deposit \$ _____
Baseball Fields \$ _____	<input type="checkbox"/>	Damage Deposit \$ _____
Parking Lots \$ _____	<input type="checkbox"/>	Total Deposits \$ <u>0</u>
Cleaning/Trash Removal \$ _____		
Streaming \$ _____		
Total Fees \$ <u>0</u>		

Organization: Lead Deadwood Futbol Club
 Signature: Date: 8-19-25

Office Use Only:
 Date Fees Paid: _____ Date Deposit Paid: _____
 Fees Still Owed: _____

Acknowledgement of Use Rules and Regulations

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

BB
Initials _____

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

BB
Initials _____

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

BB
Initials _____

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

BB
Initials _____

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

BB
Initials _____

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

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

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

Initials BB

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials BB

**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: Lead Deadwood Futbol Club

Name: Brechelle Bacon Title: President

Signature:  Date: 8/19/25

Event Sponsor – Release and Indemnification Agreement

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

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

Lead Deadwood Futbol Club Practice/Games

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

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

Lead Deadwood Futbol Club Practice/Games

Initials BB

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

Participant Release and Indemnification required? YES NO

Initials BB

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

Initials BB

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

Initials BB

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

Initials BB

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

Initials BB

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

Initials BB

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

Initials BB

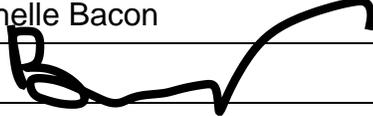
I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are full discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns,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

Initials BB

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

Organization: Lead Deadwood Futbol Club

Name: Brechelle Bacon Title: President

Signature:  Date: 8/19/25

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

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

Lead Deadwood Futbol Club

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

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

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

Name: Brechelle Bacon Date of Birth: 03/27/1990

Address: 710 Sawyer Street Lead, SD 57754

Signature:  Date: 8/19/25

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

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

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: Lead Deadwood Futbol Club

Name: Brechelle Bacon Title: President

Signature:  Date: 8/19/25

Event Complex Parking Requirements

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

The following rules are in force:

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

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

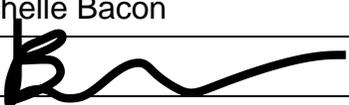
Additional Notes:

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

I have read and understand these rules.

Organization: Lead Deadwood Futbol Club

Name: Brechelle Bacon Title: President

Signature:  Date: 8/19/25

Responsibilities to and of the Concessionaire

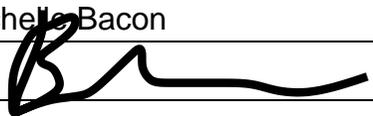
- A. The Concessionaire shall sell quality food and beverages; schedule and provide full maintenance of the concession premises; employ, train, and supervise personnel with appropriate qualifications and experience to assist in such functions; perform or supervise employees in the performance of all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

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

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

Organization: Lead Deadwood Futbol Club

Name: Brechelle Bacon Title: President

Signature:  Date: 8/19/25

Alcohol Policy for Facility Rentals

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

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

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

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

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

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

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

Organization: Lead Deadwood Futbol Club

Name: Brechelle Bacon Title: President

Signature: 

Dates/Times Alcohol will be served: NONE

Business name who will be serving: Lead Deadwood Futbol Club

Liquor Liability Insurance

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

Name of Insurance Company: _____

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

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

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

General Business within the Event Complex

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

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

Initials BB

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

Initials BB

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

Initials BB

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

Initials BB

Organization: Lead Deadwood Futbol Club

Name: Brechelle Bacom

Title: President

Signature: 

Date: 8/19/25

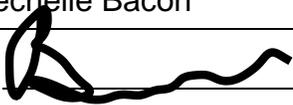
Event Complex Sign and Banner Policy

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

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

Organization: Lead Deadwood Futbol Club

Name: Brechelle Bacon Title: President

Signature:  Date: 8/19/25

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: Lead Deadwood Futbol Club

Requirements (If first time renter):

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

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

1) Name: City of Deadwood Phone Number: _____

City/State: DEADWOOD, SD Event Name: Practice/GAMES

Event Location: _____ Email: _____

2) Name: CITY OF LEAD Phone Number: _____

City/State: Lead, SD Event Name: Practice/Games

Event Location: _____ Email: _____

3) Name: LDHS Phone Number: _____

City/State: LEAD, SD Event Name: Practice/Games

Event Location: _____ Email: _____

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

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

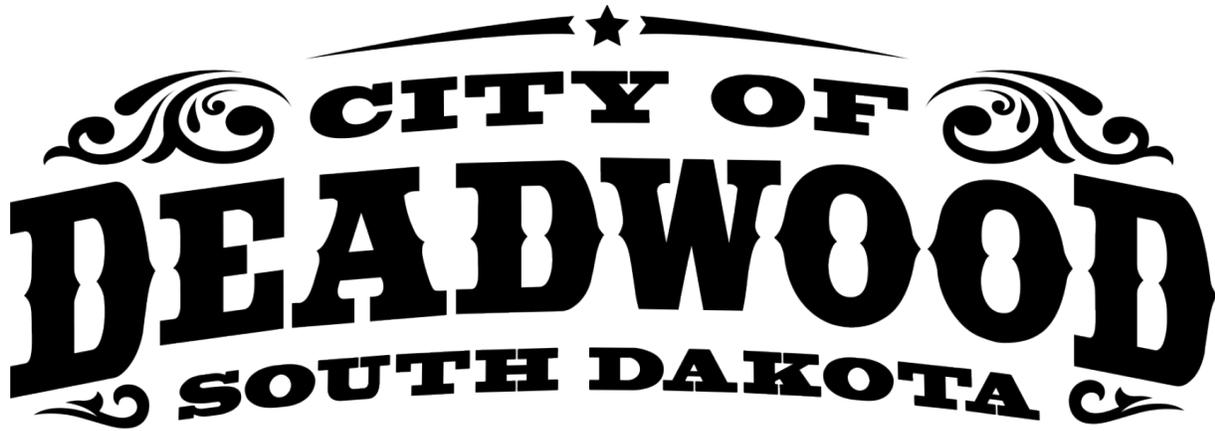
Organization: Lead Deadwood Futbol Club

Name: Brechelle Bacon Title: President

Signature:  Date: 8/19/25

Daytime Phone Number: 605-347-1000

Date of your Event(s): 8/29/25- 10/30/25 Group/Event Name: Lead Deadwood Futbol Cl



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

Deadwood Lead 76ers Swim Team Practice

Instructions:

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

Adopted October 7, 2024

EVENT INFORMATION

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

Event Title: Deadwood Lead 76ers Swim Team Practice

Event Date(s): September 22, 2025 Total Anticipated Attendance: _____
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 4:00 p.m. AM / PM (to): 6:30 p.m. AM / PM

Location / Staging Area: Swimming Pool

Set up/assembly/construction _____ Start time: _____ AM / PM

Please describe the scope of your setup / assembly work (specific details): _____
Use of 2 lanes Monday - Friday, Use of 3rd lane when available, will coordinate with Rec Center manager and staff.

Dismantle Date: July 31, 2026 Completion time: _____ AM / PM

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

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

OPEN CONTAINER

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

Date: _____ Times: _____ Zone: _____

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Deadwood Lead 76ers Swim Team

Chief Officer of Organization (NAME): Stephenie Campbell, Misty Trewhella,

Applicant (NAME): Misty Trewhella/Stephenie Campbell Business Phone: (605) 641-4549

Address: 360 Williams Street Deadwood, SD 57732
(city) (state) (zip code)

Daytime phone: (605) 920-1197 (Stephenie) Evening Phone: (_____) Fax #: (_____)

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

Name: _____

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

Contact person "on site" day of event or facility use Sarah Dirksen or John key Pager/Cell #: _____

(Note: This person must be in attendance for the duration of the event and immediately available to city officials)

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

FEES / PROCEEDS / REPORTING

NO YES

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

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

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

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

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

Please describe how food will be served at the event: _____

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

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

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: _____ Trash Containers w / lids: _____

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

NO YES

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

Security Organization: _____

Security Organization Address: _____

(city)

(state)

(zip code)

Security Director (Name): _____ Business phone: 605 641-4549

NO YES

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

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

Number _____ Ambulance(s) – How provided? _____

Number _____ Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: MT and SC

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

Acknowledge acceptance with initial: MT and SC

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: _____ Number of Bands: _____

Type of Music: _____

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

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

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

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

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

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

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

NO YES

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

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

NAME: _____ PHONE: _____

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: _____

Agent's Name: _____

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

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

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

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

AFFIDAVIT OF APPLICANT

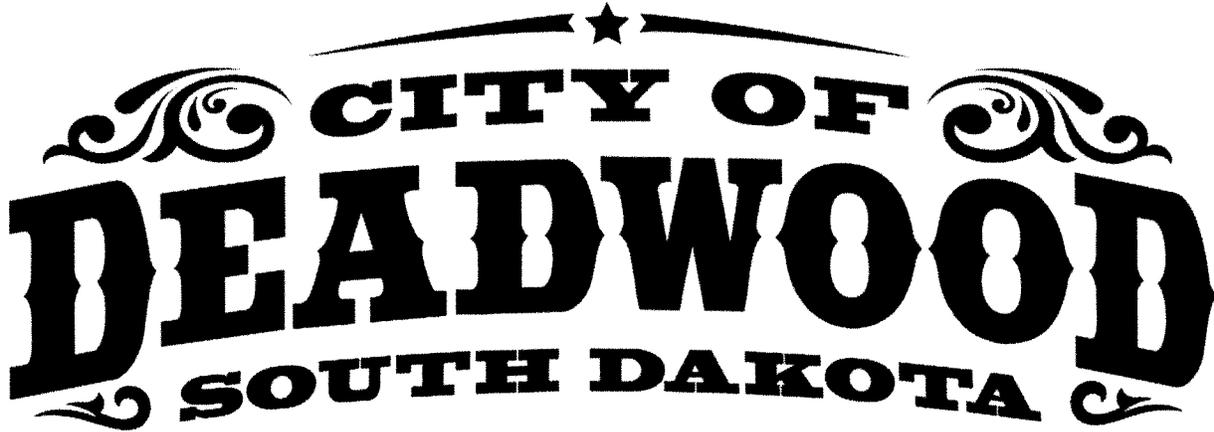
Advance Cancellation Notice Required: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

Name of Applicant (PRINT): Stephenie Campbell/Mlsty Trehwella Title: President/Treasure

Stephenie Campbell Digitally signed by Stephenie Campbell
Date: 2025.08.15 16:09:40 -06'00' Date: _____

(Signature of Applicant/Sponsoring Organization)



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

Instructions:

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

Adopted October 7, 2024

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Lead-Deadwood Schools

Chief Officer of Organization (NAME): Gary Linn - Student Council - L-D Schools

Applicant (NAME): Gary Linn / L-D School Business Phone: (605) 777-3890

Address: 320 S main Lead SD 57754
605-580-1541 - Gary (city) (state) (zip code)

Daytime phone: (605) 777-3899 Evening Phone: () Fax #: ()
School

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: NA

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

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

(Note: This person must be in attendance for the duration of the event and immediately available to city officials)

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

FEES / PROCEEDS / REPORTING

NO

YES

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

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

EVENT INFORMATION

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

Event Title: Lead-Deadwood HS Homecoming Parade

Event Date(s): 9-26-25 Total Anticipated Attendance: 1,000
(month, day, year)

(# of Participants 100 # of Spectators 900)

Actual Event Hours: (from: 2:00 AM/PM (to): 2:45 AM/PM)

Location / Staging Area: Deadwood Football Field

Set up/assembly/construction Parade lineup Start time: 1:00 AM/PM

Please describe the scope of your setup / assembly work (specific details): Floats will line-up around the football field. Band will line up in the Visitor's Center and join the parade there.

Dismantle Date: 9-26-25 Completion time: 2:45 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: Lower main ST, Historic main ST
all: 9-26-25, Friday, 2:00 PM 2:45 PM

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

OPEN CONTAINER

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

Date: _____ Times: _____ Zone: _____

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:

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

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

Please describe how food will be served at the event: _____

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

➤ First Aid Facilities and Ambulance locations.

➤ Tables and Chairs.

➤ Fencing, Barriers and / or Barricades.

➤ Generator Locations and / or Source of Electricity.

➤ Canopies or Tent Locations.

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

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

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

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

➤ Booths, Exhibits, Displays or Enclosures.

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

➤ Vehicles and / or Trailers.

➤ Trash Containers and Dumpsters.

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

Number of trash cans: _____ Trash Containers w / lids: _____

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

NO YES

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

Security Organization: _____

Security Organization Address: _____

(city)

(state)

(zip code)

Security Director (Name): _____ Business phone: _____

NO

YES

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

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

Number _____ Ambulance(s) – How provided? _____

Number _____ Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: _____

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

Acknowledge acceptance with initial: _____

Adopted October 7, 2024

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

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

NA **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: _____

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

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

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

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

**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:

Parade line-up will be around the football field
Parade will start at 2:00pm and go up lower
main st.
Band will line-up at the Visitor's Center
it will join the parade at this point.
Parade will continue up Historic main st
past Elementary School and go up Upper
main st.
The band will get on buses on Pine st and
go up to lead.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

- NO YES Does the event involve the sale or use of alcoholic beverages? If YES, please provide your liquor liability insurance information to the last page of this application.
- Will items or services be sold at the event? If YES, please describe: _____

- Does this event involve a moving route of any kind along streets, sidewalks, or highways? If YES, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.
- Does this event involve a fixed venue site? If YES, attach a detailed site map showing all street impacted by the event.

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: EMC HUB

Agent's Name: Chris Roberts

Business Phone: (605) 578-3456 Policy Number: 6E2-18-57-2 Policy Type: Property/Liability/Crime

Address: 132 E. Illinois Street Spokane SD 57783

(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Gary Linn Title: HS Student Council Advisor

Mary Linn Date: 6-2-25

(Signature of Applicant/Sponsoring Organization)

WELCOME TO HISTORIC DEADWOOD

Section 4 Item e.

- POINTS OF INTEREST**
1. Tatanka: Story of the Bison
 2. Deadwood Laundry
 3. Gold Street Pantheon Hall (May 15 - October 15)
 4. Leaman's Faded Walking Tour
 5. Days of '76 Western Museum
 6. Events Complex
 7. Whitewood Creek Trail
 8. Deadwood Historic Tours
 9. Deadwood Welcome Center / Chamber of Commerce / Trolley Stop
 10. Deadwood Escape Room
 11. Wild Bill Hickok Memorial Station
 12. Woody's Wild West Old Time Photos / Happy Days
 13. Historic Bullock Ghost Tours
 14. Re-enactment of Wild Bill's poker game (Station #16)
 15. Deadwood Custom Cycles
 16. Mt. Moriah Cemetery
 17. Bust of Wild Bill Hickok Courtyard
 18. Bull Hill Tour
 19. Deadwood's Adams Museum
 20. History and Information Center
 21. Mini Dinosaur Station
 22. Black Hills Control Reservations - Post Office
 23. Lawrence County Courthouse / Sheriff's Desk
 24. Deadwood City Steps
 25. Recreation Center and City Park / Dog Park / Playground
 26. Adena House
 27. Deadwood Mini Golf
 28. Cheesy Cheesecake Haus (Dipped Cheesecake)
 29. Beautiful Wonderland Cave (Play 385)
 30. Homestead Trail (Access via Melkaton Trail, future sign)
 31. Plasma Walker Center
 32. Crazy Street Golf
 33. Hallowed History Walking Ghost Tour
 34. George S. Mickelson Trailhead
 35. S.K. & G. Emporium
 36. Homestead Archive Research & Cultural Center
 37. Jerry Greer's Engineeering
 38. Deadwood City Hall / Police Dept.
 39. Deadwood Mountain Grand Events Center
 40. Broken Boot Gold Mine Tour
 41. Tomb of Jack McCall
 42. Deadwood Public Library
 43. Outlaw Square
 44. Jamboree Saloon
 45. Original Deadwood Tour
 46. Big Bertha in the Rooftops
 47. Saloon #10
 48. Mead Bar
 49. Deadwood Tobacco / The Historic Parkman Hotel Ghost Tours
 50. Deadwood's Wild Bill's Bar and Trading Post (Original Wild Bill Shooting Site)
 51. Northern Hills Railway Society
 52. Deadwood Stage Coach / Lucky Horse Stage Stop
 53. The Brothel Deadwood
 54. Dahl's Churrasco Art
 55. Friendship Towns/Mount Rosewood

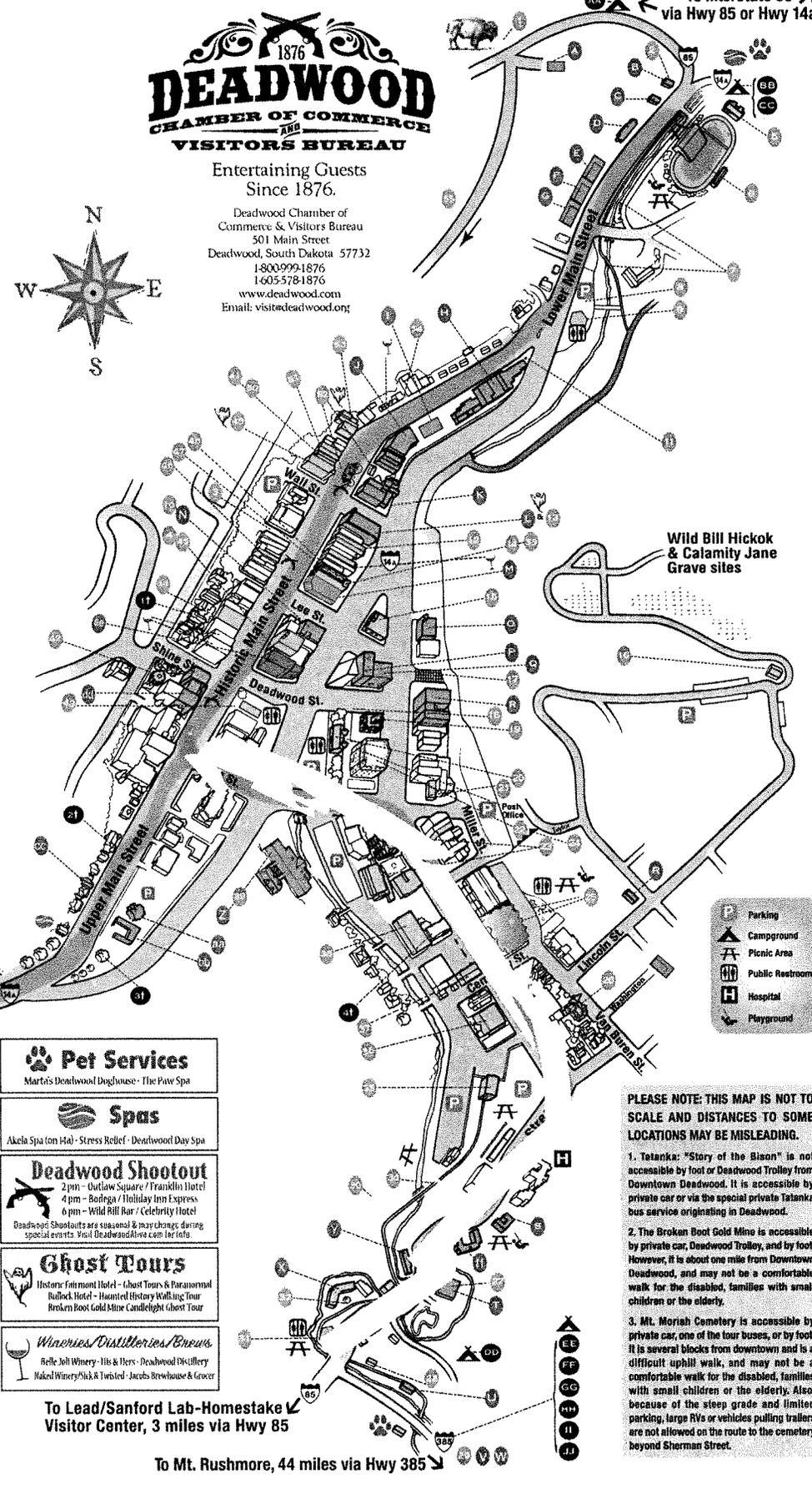
- LODGING**
- A. The Lodge at Deadwood
 - B. Deadwood Station
 - C. The Lodge Inn & Casino (Expansion)
 - D. First Old Hotel & Casino
 - E. Tavern on Salween by Historic
 - F. Cadillac Jack's Gaming Resort/Casino, Free by Hilton
 - G. Tux by Hilton
 - H. Harbortel at The Laramie
 - I. Four Points by Sheraton
 - J. Mineral Palace
 - K. Celebrity
 - L. Historic Bullock Hotel
 - M. Holiday Inn Express
 - N. The Hotel by Gold Diner
 - O. The Branch House
 - P. Inn House Inn
 - Q. The Historic Mount Hotel
 - R. 1898 Inn On Levee Street
 - S. Cedar Wood Inn
 - T. Deadwood Comfort Inn & Suites
 - U. Black Hills Inn & Suites
 - V. Mead Inn B&B (near 301)
 - W. Cole Cabins
 - X. Deadwood South Gaming Resort
 - Y. Deadwood Super 8
 - Z. Deadwood Mountain Grand
 - aa. The Trolley Inn
 - ab. Gold Country Inn
 - ac. Diggins B&B
 - ad. Frontier Frontier Hotel
 - ae. Hudson's Hotel & Casino
 - af. Deadwood Minors Hotel

To Central City and Lead, ← 2 mile/4 miles via Hwy 14a

- CAMPGROUNDS**
- NORTH**
- AA Elkhorn Ridge RV Park & Campground
 - BB Days of '76 Museum & Campground
 - CC Rush-No-More
- SOUTH**
- DD Whistler's Gulch Campground
 - EE Fish N Fry Campground
 - FF Steel Wheel Campground
 - GG Custer Crossing Campground
 - HH Mystic Hills Campground
 - II Creekside Campground
 - JJ Nemo Guest Ranch
- WEST**
- KK KOA Deadwood Campground
 - LL Whitetail Creek Resort
 - MM Wickiup Village

- CHURCHES**
- 1 St. John's Episcopal Church
 - 2 St. Ambrose Catholic Church
 - 3 Grace Lutheran Church
 - 4 1st Baptist Church of the Northern Hills

Deadwood trolleys stop at hotels and other key locations in Deadwood City limits. Schedule and routes are printed in a brochure that can be found at visitor information locations and at lodging facilities on the route. For more information and to see the trolley's location in real time, visit: www.TrackMyTrolley.com.



Entertaining Guests Since 1876.
 Deadwood Chamber of Commerce & Visitors Bureau
 501 Main Street
 Deadwood, South Dakota 57732
 1-800-999-1876
 1-605-578-1876
www.deadwood.com
 Email: visit@deadwood.org

PLEASE NOTE: THIS MAP IS NOT TO SCALE AND DISTANCES TO SOME LOCATIONS MAY BE MISLEADING.

1. Tatanka: "Story of the Bison" is not accessible by foot or Deadwood Trolley from Downtown Deadwood. It is accessible by private car or via the special private Tatanka bus service originating in Deadwood.
2. The Broken Boot Gold Mine is accessible by private car, Deadwood Trolley, and by foot. However, it is about one mile from Downtown Deadwood, and may not be a comfortable walk for the disabled, families with small children or the elderly.
3. Mt. Moriah Cemetery is accessible by private car, one of the tour buses, or by foot. It is several blocks from downtown and is a difficult uphill walk, and may not be a comfortable walk for the disabled, families with small children or the elderly. Also, because of the steep grade and limited parking, large RVs or vehicles pulling trailers are not allowed on the route to the cemetery beyond Sherman Street.

Pet Services
 Marti's Deadwood Doghouse - The Paw Spa

Spas
 Akela Spa (on Hal) - Stress Relief - Deadwood Day Spa

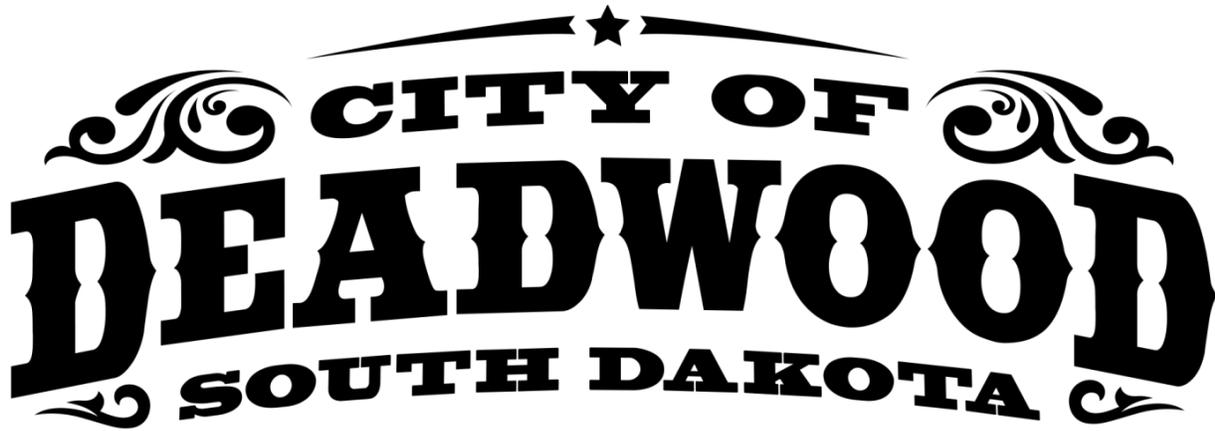
Deadwood Shootout
 2pm - Outlaw Square / Franklin Hotel
 4pm - Badger / Holiday Inn Express
 6pm - Wild Bill Bar / Celebrity Hotel
 Deadwood Shootouts are seasonal & may change during special events. Visit DeadwoodLive.com for info.

Ghost Tours
 Historic Fairmont Hotel - Ghost Tours & Paranormal
 Bullock Hotel - Haunted History Walking Tour
 Broken Boot Gold Mine Candlelight Ghost Tour

Wineries/Ouilleries/Brews
 Belle Joli Winery - His & Hers - Deadwood Distillery
 Naked Winery/Blk & Twisted - Jacobs Brewery and Grocer

To Lead/Sanford Lab-Homestake Visitor Center, 3 miles via Hwy 85

To Mt. Rushmore, 44 miles via Hwy 385



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

Oktoberfest October 3rd and 4th 2025

Instructions:

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

Adopted October 7, 2024

EVENT INFORMATION

<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: Oktoberfest October 3rd and 4th 2025

Event Date(s): October 3rd and 4th 2025 Total Anticipated Attendance: _____
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 9am AM / PM (to): 6pm AM / PM

Location / Staging Area: Wall to Deadwood St.

Set up/assembly/construction 10/4/25 Start time: 9am AM / PM

Please describe the scope of your setup / assembly work (specific details): Wall to Deadwood Street Closure
10/4/25 9am-6pm

Dismantle Date: 10/4/25 Completion time: 6pm AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Wall to Deadwood 10/4/25 9am - 6pm

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

OPEN CONTAINER

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

Date: 10/3/25 Times: 5pm - 10pm Zone: 1 -2

Date: 10/4/25 Times: noon - 10pm Zone: 1-2

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Adopted October 7, 2024

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Dory Hanson

Applicant (NAME): Jesse Allen Business Phone: (605) 578-1876

Address: 501 Main St. Deadwood SD 57732
(city) (state) (zip code)

Daytime phone: (605) 578-1876 Evening Phone: (605) 591-9171 Fax #: ()

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

Name: Jesse Allen

Address: 501 Main St. Deadwood SD 57732
(city) (state) (zip code)

Contact person "on site" day of event or facility use Jesse Allen Pager/Cell #: 605-591-9171

(Note): This person must be in attendance for the duration of the event and immediately available to city

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): \$5 Donation to Twin City Animal Shelter

**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:

Friday 10/3/25 Poker Run 5pm-8pm

Saturday 10/4/25 Weiner Dog Races and Beer Barrel Games Start at 1pm

Street Closure Wall to Deadwood Streets 9am to 6pm

Request to waive Event and Sponsor Banner fees

*Brat cook off at participating locations

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 checked="" type="checkbox"/> | <input type="checkbox"/> | Will Items or services be sold at the event? If YES , please describe: _____

_____ |
| <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 October 7, 2024

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

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

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

Please describe how food will be served at the event: _____

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

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

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: _____ Trash Containers w / lids: _____

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

NO YES
 Have you hired any Professional Security organization to handle security arrangements for this event? If **YES**, please list:

Security Organization: Badlands Security

Security Organization Address: 11089 Sanoma Road Belle Fourche SD 57717
(city) (state) (zip code)

Security Director (Name): Fritz Carlson 605-210-1780 Business phone: 605 578-1876

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: JA

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

Acknowledge acceptance with initial: JA

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

Social and Local Media

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: _____
Event and Sponsor

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

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

NO YES

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

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

NAME: Jesse Allen PHONE: 605578-1876

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Lloyds of London

Agent's Name: Chris Roberts

Business Phone: (605) 578-3456 Policy Number: GL350GL003-2 Policy Type: GL

Address: PO Box 507 Deadwood SD 57732

(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Jesse Allen Title: Deadwood Chamber Events

 Date: 7/15/25

(Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING
FOR STREET CLOSURES, WAIVER OF BANNER FEE, AND
RELAXATION OF OPEN CONTAINER ORDINANCE
FOR OKTOBERFEST EVENT**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held September 2, 2025 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following request:

Waive Open Container Ordinance:

Friday October 3, 2025: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday, October 4, 2025: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

Street Closures

Saturday, October 4, 2025: Barrel Games and Wiener Dog Races on Main Street from Wall to Deadwood Street, including some adjacent side streets from 9:00 a.m. to 6:00 p.m.

Request to Waive Banner Fee:

For Oktoberfest on Saturday, October 4, 2025.

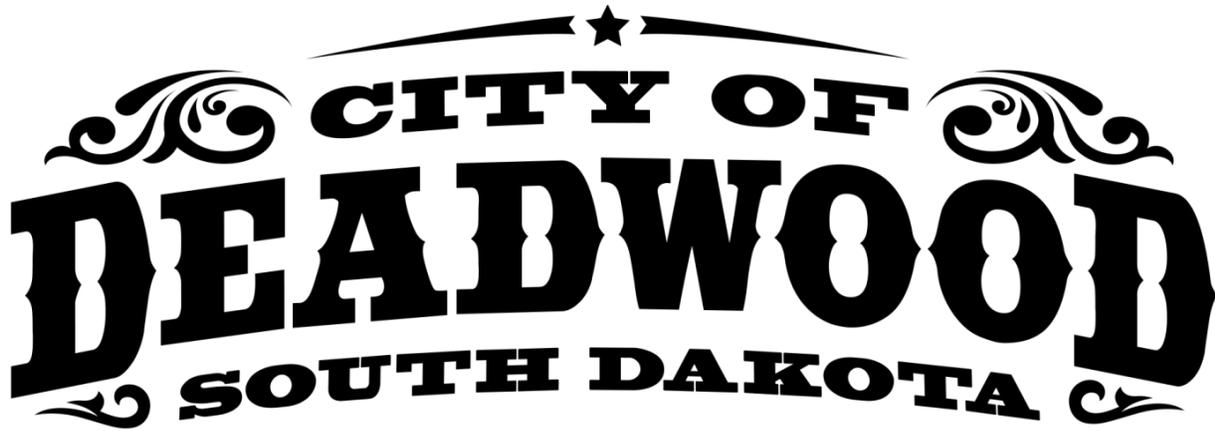
Any person interested in the approval or rejection of such transfer request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 18th day of August, 2025.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: August 21, 2025

For any public notice that is published one time:
Published once at the total approximate cost of _____.



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

Wild West Songwriters Festival October 16-18th

Instructions:

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

Adopted October 7, 2024

EVENT INFORMATION

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

Event Title: Wild West Songwriters Festival October 16-18th

Event Date(s): October 16-18 2025 Total Anticipated Attendance: _____
(month, day, year)

(# of Participants _____ # of Spectators _____)

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

Location / Staging Area: _____

Set up/assembly/construction _____ Start time: _____ AM / PM

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

Dismantle Date: _____ Completion time: _____ AM / PM

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

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

OPEN CONTAINER

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

Date: <u>10/16/25</u>	Times: <u>5pm-10pm</u>	Zone: <u>1-2</u>
Date: <u>10/17/25</u>	Times: <u>5pm-10pm</u>	Zone: <u>1-2</u>
Date: <u>10/18/25</u>	Times: <u>noon-10pm</u>	Zone: <u>1-2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted October 7, 2024

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Amanda Kille

Applicant (NAME): Jesse Allen Business Phone: (605-) 578-1876

Address: 501 Main St Deadwood SD 57732
(city) (state) (zip code)

Daytime phone: (605) 578-1876 Evening Phone: (605) 591-9171 Fax #: ()

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

Name: _____

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

Contact person "on site" day of event or facility use Jesse Allen Pager/Cell #: 605-591-9171

(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): _____

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

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

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

Please describe how food will be served at the event: _____

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

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

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: _____ Trash Containers w / lids: _____

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

Please describe your Accessibility Plan for access at your event by individuals with disabilities: accessible streets
and sidewalks

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

NO YES

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

Security Organization: _____

Security Organization Address: _____

(city)

(state)

(zip code)

Security Director (Name): _____ Business phone: 605- _____ 578-1876

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: JA

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

Acknowledge acceptance with initial: JA

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

Social and local media

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:

Local and social media

NO YES

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

local

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

NAME: Amanda Kille

PHONE: 605-578-1876

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Lloyds of London

Agent's Name: Chris Roberts

Business Phone: (605) 578-3456 Policy Number: GL350GL003-2 Policy Type: GL

Address: PO Box 507 Deadwood SD 57732

(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Jesse Allen Title: Deadwood Chamber

 Date: 7/15/25

(Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING
RELAXATION OF OPEN CONTAINER ORDINANCE
FOR WILD WEST SONGWRITERS EVENT**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held September 2, 2025 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

OPEN CONTAINER REQUEST:

Thursday, October 16, and Friday, October 17, 2025; Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

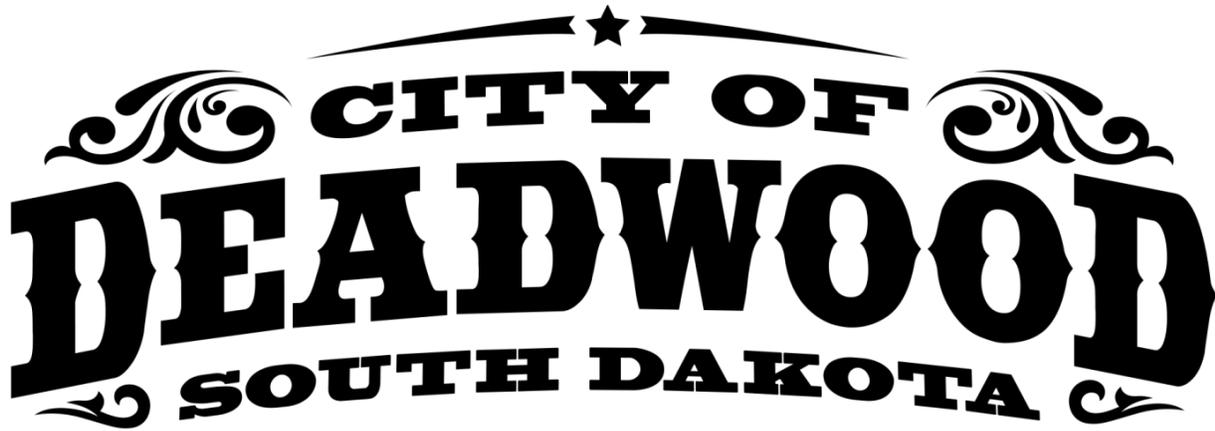
Saturday October 18, 2025: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

Any person interested in the approval or rejection of such transfer request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 18th day of August, 2025.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: August 21, 2025.



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

Deadweird October 24th and 25th 2025

Instructions:

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

Adopted October 7, 2024

EVENT INFORMATION

<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: Deadweird October 24th and 25th 2025

Event Date(s): 10/24-25, 2025 Total Anticipated Attendance: _____
(month, day, year)

(# of Participants _____ # of Spectators _____)

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

Location / Staging Area: Wall St. to Pine St.

Set up/assembly/construction 10/25/25 Start time: 4pm AM / PM

Please describe the scope of your setup / assembly work (specific details): Open Container/ Street Closure

Dismantle Date: 10/26/25 Completion time: 6am AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Wall St. to Pine St. 10/25 5pm to 10/26 6am

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

OPEN CONTAINER

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

Date: <u>10/24/25</u>	Times: <u>5pm - 10pm</u>	Zone: <u>1-2</u>
Date: <u>10/25/25</u>	Times: <u>noon - 10pm</u>	Zone: <u>1-2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted October 7, 2024

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Amanda Kille

Applicant (NAME): Jesse Allen Business Phone: (605) 578-1876

Address: 501 Main St Deadwood, SD 57732
(city) (state) (zip code)

Daytime phone: (605) 578-1876 Evening Phone: (605) 591-9171 Fax #: ()

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

Name: Jesse Allen

Address: 501 Main St. Deadwood, SD 57732
(city) (state) (zip code)

Contact person "on site" day of event or facility use Jesse Allen Pager/Cell #: 605-591-9171

(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): _____

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

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

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

Please describe how food will be served at the event: _____

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

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

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: _____ Trash Containers w / lids: _____

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

Please describe your Accessibility Plan for access at your event by individuals with disabilities: _____
Accessible streets and sidewalks

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 St Belle Fourche SD 57732
(city) (state) (zip code)

Security Director (Name): Fritz Carlson 605-210-1780 Business phone: 605 578-1876

NO YES

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

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: JA

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

Acknowledge acceptance with initial: JA

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

Social and local media _____

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:

Social and local media _____

NO YES

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

Local media _____

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

NAME: Amanda Kille

PHONE: 605-578-1876

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Lloyds of London

Agent's Name: Chris Roberts

Business Phone: (605) 578-3456 Policy Number: GL350GL003-2 Policy Type: GL

Address: PO Box 507 Deadwood SD 57732

(city) (state) (zip code)

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

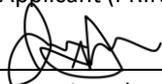
The City must be named as an "additional insured." Please obtain the required insurance and mail an original insurance certificate to: City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.

AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Jesse Allen Title: Deadwood Chamber

 Date: 7/15/25

(Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING
RELAXATION OF OPEN CONTAINER ORDINANCE, STREET CLOSURE
FOR DEADWEIRD EVENT**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held September 2, 2025 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

OPEN CONTAINER REQUEST:

Friday October 24, 2025: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday October 25, 2025: Relaxation of Open Container Ordinance in Zone 1 and 2 from noon to 10:00 p.m.

Street Closure:

Main Street closure from Wall to Pine Street on Saturday, October 25 from 4:00 p.m. to 6:00 a.m. on Sunday, October 26, 2025.

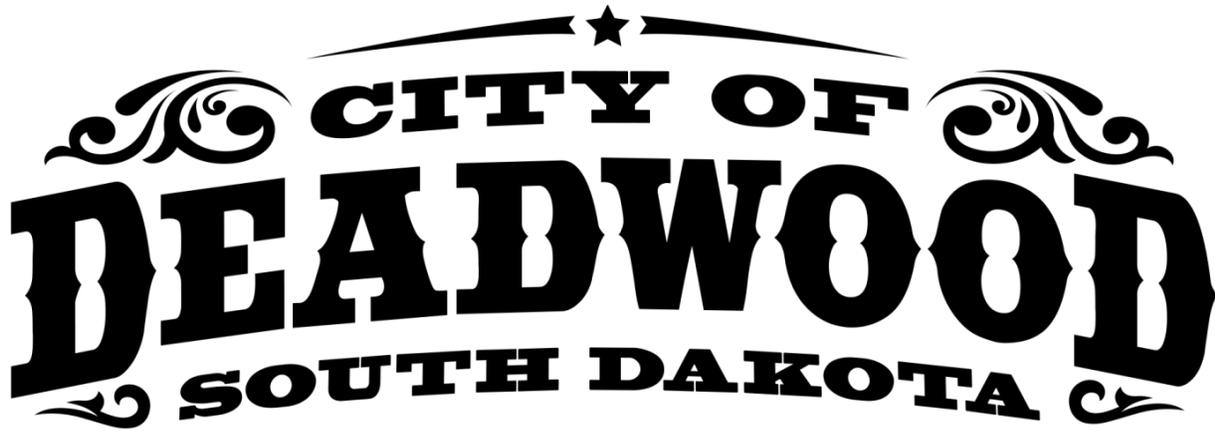
Any person interested in the approval or rejection of such transfer request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 18th day of August, 2025.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish BH Pioneer: August 21, 2025

For any public notice that is published one time:
Published once at the total approximate cost of _____.



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

Kringle Crawl December 12-13 2025

Instructions:

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

Adopted October 7, 2024

EVENT INFORMATION

<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: Kringle Crawl December 12-13 2025

Event Date(s): December 12-13 2025 Total Anticipated Attendance: _____
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 5pm Friday the 12th AM / PM (to): 10pm Saturday the 13th AM / PM

Location / Staging Area: Main St.

Set up/assembly/construction _____ Start time: _____ AM / PM

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

Dismantle Date: _____ Completion time: _____ AM / PM

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

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

OPEN CONTAINER

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

Date: <u>12/12/25</u>	Times: <u>5pm - 10pm</u>	Zone: <u>1-2</u>
Date: <u>12/13/25</u>	Times: <u>noon -10pm</u>	Zone: <u>1-2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted October 7, 2024

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Amanda Kille

Applicant (NAME): Jesse Allen Business Phone: ()

Address: 501 Main St. Deadwood, SD 57732
(city) (state) (zip code)

Daytime phone: (605) 578-1876 Evening Phone: (605-) 591-9171 Fax #: ()

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

Name: _____

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

Contact person "on site" day of event or facility use Jesse Allen Pager/Cell #: 605-591-9171

(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): Event Ticket

**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:

Friday December 12th

Christmas Cocktail Crawl at participating buisnesses

Saturday December 13th

Santa's Shop Around Shopping discounts at participating businesses with your ticket

Kringle Crawl (Santa themed Pub Crawl at participating locations on Main St.)

Open Container requested:

12/12/25 5pm to 10pm

12/13/25 noon to 10pm

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 checked="" type="checkbox"/> | <input type="checkbox"/> | Will Items or services be sold at the event? If YES , please describe: _____

_____ |
| <input type="checkbox"/> | <input checked="" 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. |

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

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

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

Please describe how food will be served at the event: _____

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

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

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: _____ Trash Containers w / lids: _____

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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 Sanoma Rd Belle Fourche SD 57717
(city) (state) (zip code)

Security Director (Name): Fritz Carlson 605-210-1780 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: Kringle Crawl will go into dark hours due to short daylight hours. Street lights and Clan Leaders will have lanterns/flash lights.

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: JA

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

Acknowledge acceptance with initial: JA

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

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:

Social and local media

NO YES

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

Local media

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

NAME: Amanda Kille PHONE: 605-578-1876

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Lloyds of London
Agent’s Name: Chris Roberts
Business Phone: (605-57) 8-3456 Policy Number: GP350GL008-2 Policy Type: GL
Address: Box 507 Deadwood, SD 57732
(city) (state) (zip code)

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

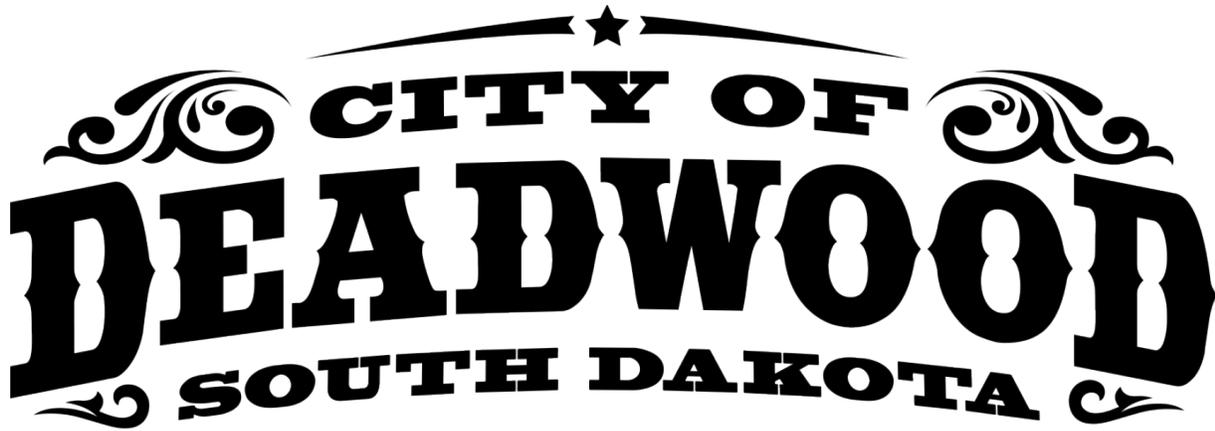
The City must be named as an “additional insured.” Please obtain the required insurance and mail an original insurance certificate to: City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.

AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Jesse Allen Title: Event Coordinator
 Date: 7/23/25
(Signature of Applicant/Sponsoring Organization)



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

Deadwood Lead 76ers Swim Invitational

Instructions:

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

Adopted October 7, 2024

EVENT INFORMATION

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

Event Title: Deadwood Lead 76ers Swim Invitational

Event Date(s): January 10-11, 2026 Total Anticipated Attendance: _____
(month, day, year)

(# of Participants 260 # of Spectators 300)

Actual Event Hours: (from: 7:00 a.m. AM / PM (to): 4:00 p.m. AM / PM

Location / Staging Area: Swimming Pool/ Gym, hallway, Racquetball Room

Set up/assembly/construction January 9, 2026 Start time: 4:00 p.m. AM / PM

Please describe the scope of your setup / assembly work (specific details): _____
Setting up swimming pool area. testing equipment, adding lane lines

Dismantle Date: January 11, 2026 Completion time: 4:00 p.m. AM / PM

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

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

OPEN CONTAINER

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

Date: _____ Times: _____ Zone: _____

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Deadwood Lead 76ers Swim Team

Chief Officer of Organization (NAME): Stephenie Campbell, Misty Trehwella

Applicant (NAME): Misty Trehwella Business Phone: 605) 641-4549

Address: 360 Williams Street Deadwood, SD 57732
(city) (state) (zip code)

Daytime phone: (605) 920-1197 (Steph) Evening Phone: () Fax #: ()

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

Name: _____

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

Contact person "on site" day of event or facility use Stephenie or Misty Pager/Cell #: _____

(Note: This person must be in attendance for the duration of the event and immediately available to city officials)

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

FEES / PROCEEDS / REPORTING

NO YES

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

Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): Swimmers pay a fee per event per USA Swimming and SD Swimming

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

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

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

Please describe how food will be served at the event: _____

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

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

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: _____ Trash Containers w / lids: _____

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

NO YES
 Have you hired any Professional Security organization to handle security arrangements for this event? If **YES**, please list:

Security Organization: _____

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

Security Director (Name): _____ Business phone: 605 641-4549

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

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

Number _____ Ambulance(s) – How provided? _____

Number _____ Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: MT and SC

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

Acknowledge acceptance with initial: MT and SC

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES
 Are there any **musical entertainment** features related to your event or facilities rental? If **YES**, please state the number of bands and type of music.

Number of Stages: _____ Number of Bands: _____

Type of Music: _____

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

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

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

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

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

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

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

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

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

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: _____

Agent's Name: _____

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

Address: _____

(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

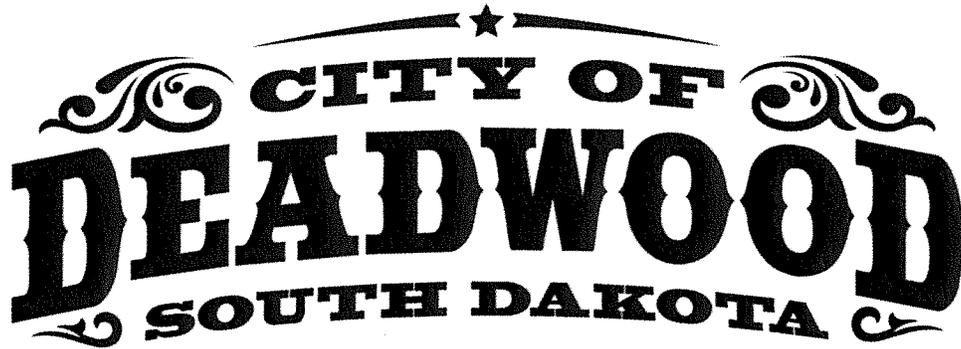
Advance Cancellation Notice Required: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

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

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

(Signature of Applicant/Sponsoring Organization)



Event Complex Rental and Use Agreement

Event: Vintage Base Ball Game

Date of Event: 06/14/2026

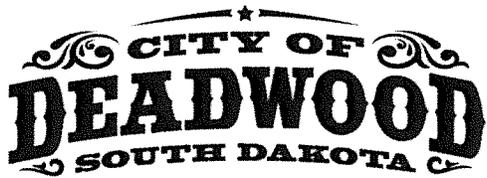
**** Disclaimer: In an event of a local emergency. The South Dakota Department of Public Safety, Wildland Fire Division agreement signed March 17, 2025, will take effect for incident command operations site at the Event Complex. The event would be canceled, and fees and deposits would be returned. ****

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: Vintage Base Ball Game, Deadwood Vs. Lead

Contact Information:

Name of Applicant: City of Deadwood

Business/Organization: Histoirc Preservation

Mailing Address: 108 Sherman Street

City, State Zip: Deadwood, SD 57732

Business Phone: 605-578-2082 Cell Phone: _____

Email Address: _____

Dates Event Complex requested:

Set up Date(s): Sunday June 14, 2026 Hour(s): _____

Event Date(s): Sunday June 14, 2026 Hour(s): _____

Clean-up Date(s): Sunday June 14, 2026 Hour(s): _____

Approximate number of people who will attend: _____

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

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

Office use Only
Key #
Key #
Key #
Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: Vintage Base Ball Game, Deadwood Vs. Lead

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: _____ Title: _____

Phone: _____ Representing: _____

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

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

Rental Fees:

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

Ticketed Events:

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

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

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

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

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

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

Tent Rental, which is set and amended by resolution:

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

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

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

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

<u>Fees</u>		<u>Request to Waive</u>	<u>Refundable Deposits</u>
Event Complex Facilities	\$ _____	<input checked="" type="checkbox"/>	Key Deposit \$ _____
Add'l Set-up/Tear Down	\$ _____	<input type="checkbox"/>	Damage Deposit \$ _____
Baseball Fields	\$ _____	<input type="checkbox"/>	Total Deposits \$ <u>0</u>
Parking Lots Only	\$ _____	<input type="checkbox"/>	Alcohol Fee (Pg 18)
Tent(s)	\$ _____	<input type="checkbox"/>	(\$100.00 per day) \$ _____
Event Complex Cleaning			
And Trash Removal	\$ _____		
Cleaning Baseball Field	\$ _____		
Cleaning Ferguson Field	\$ _____		
Streaming	\$ _____		
Water Usage	\$ _____		
Total Fees	\$ <u>0</u>		

Organization: City of Deadwood /Deadwood Historic Preservation Commission

Signature: _____ Date: _____

Office Use only:

Date Fees Paid: _____

Date Deposit Paid: _____

Fees Still Owed: _____

Notes:

Acknowledgement of Use Rules and Regulations

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

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 MR

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 MR

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 MR

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

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

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

Initials MR

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials _____

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Event Sponsor – Release and Indemnification Agreement

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

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

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

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

Initials _____

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

Participant Release and Indemnification required? YES _____ NO _____

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

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

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

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

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

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

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

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

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

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

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

I have read and understand these rules.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Responsibilities to and of the Concessionaire

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

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

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Alcohol Policy for Facility Rentals

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

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

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

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

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

Organization: _____ Name: _____

Title: _____ Signature: _____

Dates/Times Alcohol will be served: _____

Business name who will be serving: _____

Liability Insurance

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

Name of Insurance Company: _____

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

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

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

General Business within the Event Complex

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Event Complex Sign and Banner Policy

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

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: _____

Requirements (If first time renter):

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

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

1) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

2) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

3) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

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

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

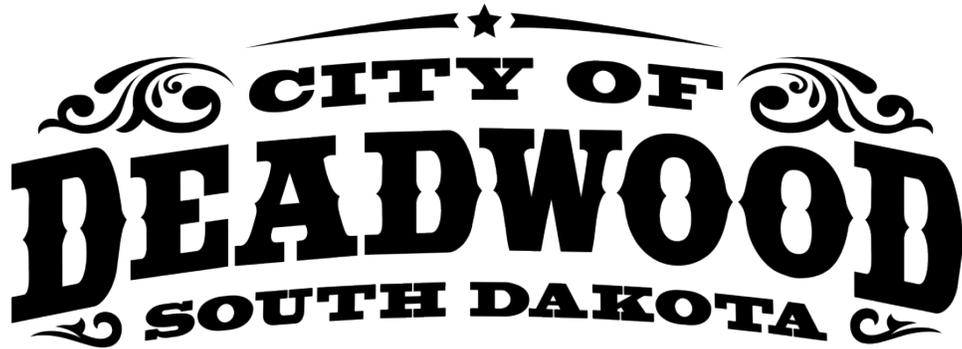
Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Daytime Phone Number: _____

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



Event Complex Rental and Use Agreement

Event: 3rd Annual Jay M Vogt Memorial Softball Tournament

Date of Event: June 19-21, 2026

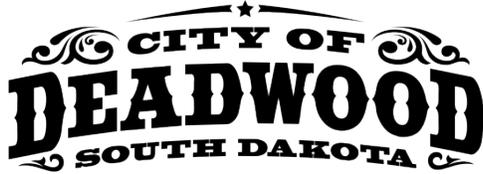
**** Disclaimer: In an event of a local emergency. The South Dakota Department of Public Safety, Wildland Fire Division agreement signed March 17, 2025, will take effect for incident command operations site at the Event Complex. The event would be canceled, and fees and deposits would be returned. ****

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

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: 3rd Annual Jay M Vogt Memorial Softball Tournament

Contact Information:

Name of Applicant: Amber Vogt

Business/Organization: LDGSA

Mailing Address: 62 1st St

City, State Zip: Lead, SD 57754

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

Email Address: ldgirlssoftball@gmail.com

Dates Event Complex requested:

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

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

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

Approximate number of people who will attend: 250

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

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

Office use Only

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: 3rd Annual Jay M Vogt Memorial Softball Tournament

Compliance with Deadwood City Ordinances:

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

- 1) Deadwood Codified Ordinance - Chapter 8.12 – Noise. This ordinance must be adhered to. A violation of this ordinance could be grounds for refusing future rental requests.
- 2) Deadwood Codified Ordinance – 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: Amber Vogt Title: President
 Phone: 605-580-1593 Representing: LDGSA

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

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

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

Rental Fees:

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

Ticketed Events:

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

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

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

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

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

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

Tent Rental, which is set and amended by resolution:

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

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

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

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

<u>Fees</u>		<u>Request to Waive</u>	<u>Refundable Deposits</u>
Event Complex Facilities	\$ _____	<input type="checkbox"/>	Key Deposit \$ _____
Add 'l Set-up/Tear Down	\$ _____	<input type="checkbox"/>	Damage Deposit \$ _____
Baseball Fields	\$ _____	<input type="checkbox"/>	Total Deposits \$ <u>0</u>
Parking Lots Only	\$ _____	<input type="checkbox"/>	Alcohol Fee (Pg 18)
Tent(s)	\$ _____	<input type="checkbox"/>	(\$100.00 per day) \$ _____
Event Complex Cleaning			
And Trash Removal	\$ _____		
Cleaning Baseball Field	\$ _____		
Cleaning Ferguson Field	\$ _____		
Streaming	\$ _____		
Water Usage	\$ _____		
Total Fees	\$ <u>0</u>		

Organization: LDGSA07/18/2025
Signature: _____ Date: 07/18/2025

Office Use only:
Date Fees Paid: _____
Date Deposit Paid: _____
Fees Still Owed: _____

Notes:

Acknowledgement of Use Rules and Regulations

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

Initials AV

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

Initials AV

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

Initials AV

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

Initials AV

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

Initials AV

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

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

- The person in charge will not allow anyone to interfere with the fire alarm system.
- All vehicles must be parked in designated parking areas. No vehicles are to be parked in the Fire Lanes surrounding the buildings.
- The event representative understands and agrees to immediately pay for any damage or cleaning that exceeds the deposit amount.
- If decorations are used, only painter’s tape (low adhesive) can be used on any surfaces. No holes may be made in Event Complex property. Renter must remove all decorations and attachments.
- No alterations can be made to the buildings or grounds without the express permission of City of Deadwood. This includes, but is not limited to, installation of equipment, installation of wiring, cable or other devices or any alteration of the building.
- 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 AV

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials AV

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: LDGSA

Name: Amber Vogt Title: President

Signature: _____ Date: 07/18/2025

Event Sponsor – Release and Indemnification Agreement

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

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

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

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

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

Initials AV

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

Participant Release and Indemnification required? YES AV NO _____

Initials AV

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

Initials AV

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

Initials AV

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

Initials AV

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

Initials AV

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

Initials AV

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

Initials AV

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

Initials AV

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

Organization: LDGSA

Name: Amber Vogt Title: President

Signature: _____ Date: 07/18/2025

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

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

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

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

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

Name: Amber Vogt Date of Birth: 09/09/1979
 Address: 62 1st St
Lead, SD 57754
 Signature: _____ Date: 07/18/2025

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

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

3rd Annual Jay M Vogt Memorial Softball Tournament

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: LDGSA

Name: Amber Vogt Title: President

Signature: _____ Date: 07/18/2025

Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

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

I have read and understand these rules.

Organization: LDGSA

Name: Amber Vogt Title: President

Signature: _____ Date: 07/18/2025

Responsibilities to and of the Concessionaire

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

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

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

Organization: LDGSA

Name: Amber Vogt Title: President

Signature: _____ Date: 07/18/2025

Alcohol Policy for Facility Rentals

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

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

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

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

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

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

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

Organization: _____ Name: Amber Vogt

Title: President Signature: _____

Dates/Times Alcohol will be served: NA

Business name who will be serving: _____

Liability Insurance

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

Name of Insurance Company: NA

Agent's Name: NA Policy Type: NA

Phone: NA Policy No.: NA

Address: NA

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

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

General Business within the Event Complex

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

Initials AV

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

Initials AV

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

Initials AV

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

Initials AV

Organization: LDGSA

Name: Amber Vogt Title: President

Signature: _____ Date: 07/18/2025

Event Complex Sign and Banner Policy

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

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

Organization: LDGSA

Name: Amber Vogt Title: President

Signature: _____ Date: 07/18/2025

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: LDGSA

Requirements (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: LDGSA

Name: Amber Vogt Title: President

Signature: _____ Date: 07/8/2025

Daytime Phone Number: 605-580-1593

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



Policy No: **4102AH460300 - 8**

Insured : Lead-Deadwood Girls Softball Association, Inc.
c/o Amber Vogt
62 1st Street
Lead, SD 57754

Policy Period : 05-23-2025 - 05-23-2026

Policy renewal information

Markel account number: PI0781505
Renewal policy number: 4102AH460300-8
Renewal term: 05/23/25 - 05/23/26
Insured name: Lead-Deadwood Girls Softball Association, Inc.

Thank you for choosing Markel

We greatly appreciate your business and the continued opportunity to provide you with the coverage you need for another term.

Should you have questions or concerns about your renewal, or changes have occurred within your operation, please contact your insurance agent.

Agent: Bollinger Inc DBA RPS Bollinger
 PO Box 1322
 Morristown, NJ 07960
 Phone: 800-446-5311
 Fax: 973-921-2876

Markel and risk management riskmanagementlibrary.com

Markel is committed to providing the tools you need to help keep safety first. Markel's risk management library is full of information, pointers, and guidelines for maintaining a safer environment. Use this information in your safety program to help avoid accidents and potential claims while controlling costs at the same time.

Important notice - Policy expiration

Your current insurance will expire at 12:01 a.m. on 05/23/25. This is subject to the terms and conditions indicated in your contract.

In order to continue your coverage, please make your premium payment to Markel prior to the expiration date 05/23/25.

Pay your renewal premium online markelinsurance.com/paymybill

Save time and paper when you pay your bill online. Create an account, or make a one-time payment. You will need your Markel account number.

For questions about your payment:
 Phone: 888-642-4968
 Email: directbill@markelcorp.com

About your renewal - Review your policy

Please take a minute to thoroughly review your policy to be sure everything is in order.



COVER SHEET

Section 4 Item 1.

New Products

POLICY NUMBER: 4102AH460300 - 8

MIC INVOICE(01/95)	Markel Insurance Company Payment Schedule
M-SR100(01/95)	BLANKET SPECIAL RISK A&H POLICY
MPIL1007(01/20)	PRIVACY POLICY
MPIL1083(04/15)	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL
MSR101(01/95)	SCHEDULE OF INSURANCE
MIL1214(09/17)	TRADE OR ECONOMIC SANCTIONS
MSR-CF-BOLL(07/20)	SPECIAL RISK CLAIM FORM - BOLLINGER 52 WEEK
MSR128(01/04)	2004 ACCIDENT DEFINITION
MSR128(01/95)	HMO/PPO NOT COVERED
MSR128(03/95)	CORRIDOR DEDUCTIBLE DEFINITION
MSR128-AD(02/20)	MIC ADDRESS CHANGE
MSR128-AS(03/07)	AMENDATORY ENDORSEMENT - BOLLINGER LIMITATION
MSR128-BP(08/00)	BENEFIT PERIOD
MSR128-SDA(05/96)	SOUTH DAKOTA AMENDATORY ENDORSEMENT
MSR128-SDD(05/96)	SOUTH DAKOTA AMENDATORY ENDORSEMENT
MSR200(01/95)	COORDINATION OF BENEFITS FOR ACCIDENT MEDICAL EXPENSE
PN-MEP(02/09)	NOTICE TO POLICYHOLDER - MINIMUM PREMIUM

Insured Copy



Payment Schedule

Account #: PI0781505
Lead-Deadwood Girls Softball Association, Inc.
c/o Amber Vogt
62 1st Street
Lead, SD 57754

Account #:	PI0781505
Billing Date:	April 23, 2025
Policy Number:	4102AH460300-8
Policy Period:	05-23-2025 - 05-23-2026
Policy Type:	Accident and Medical
Gross Premium:	\$ 350.00

Agent #: 88707
Bollinger Inc DBA RPS Bollinger
PO Box 1322
Morristown, NJ 07960
1-800-446-5311

<u>Due Date</u>	<u>Transaction Description</u>	<u>Amount</u>
05-23-2025	Premium Due	\$350.00

THIS IS NOT A BILL. INVOICES WILL BE ISSUED SEPARATELY FOR ANY AMOUNTS DUE.

If you would like to pay now, please choose one of the options below.

- On-line: www.markelinsurance.com/paymybill Make a single payment or sign up for electronic payments using (credit, debit or electronic check).
It's secure, easy, and convenient. No hassles, no stamps, and no forgetting to pay your bill.
- By Phone: 1-866-665-4983 (English/en Espanol)
- By Mail: Markel Specialty Commercial, P.O. Box 79652, Baltimore, MD 21279-0652

Payment Inquiries: Toll-free 1-888-642-4968 8:00 a.m. to 8:00 p.m. EST

Our commitment to you

Our commitment to you begins the moment you choose Markel as your insurance company. You expect quality coverage-that's why you buy insurance. But good service, someone who really wants to help you? That almost seems too much to hope for.

From the minute you pick up the phone and talk with our receptionist (a real person, not an automated system!), you'll notice what separates us from the pack-our people.

Our underwriters, claims associates, loss control representatives, and administrative associates are real people, too. We treat you the way you want to be treated: respectfully, courteously, and professionally. When you have a question, we get the answer. When you leave a message, we call you back. You get service, not the run-around.

Our claims staff is experienced, efficient, and effective-everything you expect. What you may not expect is how our loss control and risk management specialists suggest improvements that can help you avoid losses and accidents altogether.

How else is Markel committed to you? Our prudent, conservative approach to fiscal management makes us financially stable, so you have greater assurance of our ability to pay claims when you need it.

Our commitment to you is simple. We treat you right. We deliver what we promise. We are a partner you can rely on for many years to come.



Alex Martin, President

A STOCK COMPANY



MARKEL INSURANCE COMPANY

Shand Morahan Plaza, Evanston, Illinois 60201

**BLANKET
ACCIDENT AND HEALTH POLICY
SPECIAL RISK**

THE ATTACHED DECLARATIONS PAGE, SPECIAL POLICY CONDITIONS, FORMS,
AND ENDORSEMENTS COMPLETE THIS POLICY.

SECTION 2 DEFINITIONS

You, your or yours means the Policyholder shown in Section 1.

We, us or our means Markel Insurance Company.

Insured Person means a member of the class(es) of person(s) as shown in Section 1, while they are covered under this Policy.

Physician means any practitioner of the healing arts, licensed by the state in which he practices and acting within the scope of his license, including a duly licensed podiatrist, surgeon, osteopath, dentist, chiropractor, optometrist, psychologist, physical therapist and graduate nurse. Physician shall not include a member of the Insured's immediate family.

Hospital means a licensed institution including a tax supported institution of the state which has on the premises, or prearranged access to, medical and surgical facilities. It must maintain permanent facilities for the care of overnight resident patients under the care of a Physician. It must have a Registered Nurse (R.N.) always on duty or call. Confinement in the special wing of a Hospital used primarily as a nursing, rest, convalescent or extended care facility is not confinement in a Hospital, unless such confinement is because of a lack of space in the Hospital's full service wing.

Ambulatory Surgical Center or Ambulatory Medical Center means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.

Loss means medical Expense caused by Injury or Sickness and covered by the Policy.

Injury means bodily harm caused by an accident which occurs while this Policy is in force and is the sole cause of the Loss.

Sickness means disease or illness which; (a) is first diagnosed and treated while the Insured is covered under this Policy; and (b) causes a Loss to the Insured which is covered by this Policy. "Sickness" includes Normal Pregnancy and Complications of Pregnancy.

Pre-existing Condition means the existence of symptoms which would cause a person to seek diagnosis, care or treatment within a one-year period preceding the effective date of the coverage of the Insured Person, or a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within a one-year period preceding the effective date of coverage of the Insured Person.

Complications of Pregnancy means conditions whose diagnoses are distinct from pregnancy, but are adversely affected by or are caused by pregnancy. Such complications include, but are not limited to: a) acute nephritis; b) nephrosis; c) cardiac decompensation; d) missed abortion; e) hyperemesis gravidarum; f) preeclampsia; and g) similar medical and surgical conditions of comparable severity. Complications of Pregnancy also includes: a) nonelective Cesarean section; b) ectopic pregnancy which is terminated; and c) spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible. Complications of Pregnancy shall not mean: a) false labor; b) occasional spotting; c) Physician prescribed rest during the period of pregnancy; d) morning sickness; or e) similar conditions associated with the management of a difficult pregnancy, but not constituting a distinct Complication of Pregnancy.

Prescription Medicines or Drugs means any medicine or drug, under applicable state law, that is dispensed only with a written prescription from a Physician and has a label bearing the legend: "Caution: Federal law prohibits the dispensing without a prescription." It is also any mixed medicine with at least one ingredient bearing the above legend.

Expense means the Usual and Customary charges for Medically Necessary treatment, service or supplies. Such Expense shall not include any amount not customarily charged to persons without insurance.

Usual and Customary Expense means an Expense which (a) is charged for treatment, supplies or medical services Medically Necessary to treat

the Insured's condition; and (b) does not exceed the usual level of charges made for similar treatment, supplies or medical services in the locality where the Expense is incurred.

Medically Necessary means medical services, supplies or treatment authorized by a Physician to treat an Insured Person's bodily Injury which are: (a) consistent with the symptoms or diagnosis; (b) appropriate and accepted according to good medical practice standards; (c) not primarily for the convenience of the Insured Person, Physician or other providers; and (d) consistent with the most appropriate supply or level of services which can safely be provided to the patient.

The Aggregate Limit of Indemnity stated in Section 1 shall be the total limit of our liability for all coverages payable under the Policy with respect to all classes of Insured Persons arising out of Injury sustained by two or more Insured Persons as the result of any one accident. If the total of such indemnities exceed the Aggregate Limit of Indemnity, we shall not be liable to any one Insured Person for a greater proportion of such Insured Person's indemnity than said Aggregate Limit of Indemnity bears to the total indemnities afforded by the coverage to all such Insured Persons.

Deductible means the amount an Insured is required to pay as provided by the applicable coverage under this Policy in the event of a Loss.

Home Health Care Expenses means the care and treatment of an Insured who is under the care of a Physician, only if hospitalization or confinement in a skilled nursing facility as defined in title XVIII of the Social Security Act would otherwise have been required if home care was not provided, and the plan covering the Home Health Service is established and approved in writing by such Physician. Home care shall be provided by a certified home health agency possessing a valid certificate of approval issued pursuant to public health law.

SECTION 3 EFFECTIVE DATE, POLICY TERM, POLICY TERMINATION AND RENEWAL

This Policy is effective on the Effective Date in Section 1 and expires on the Expiration Date. With our consent, it may be renewed by paying the renewal premium within the grace period in Section 5. Upon 60 days' prior written notice, we may change the premium rate, but not more often than once every twelve months. We reserve the right to refuse to renew the Policy.

SECTION 4 EFFECTIVE DATE OF INDIVIDUAL INSURANCE

The persons eligible for inclusion as Insured Persons shall be all persons denoted in classifications described in Section 1. Insurance for such eligible persons shall become effective with respect to the activity and/or trip covered and benefits designated in Section 1 on the effective date in Section 1.

The insurance for any Insured shall terminate on the earliest of the following dates:

1. The date the Policy expires;
2. The premium due date if you fail to pay the required premium for the Insured, subject to the Grace Period, except as the result of inadvertent error; or
3. The date the Insured ceases to be a member of any class, as shown in Section 1.

Termination of coverage will not affect any claim which starts before termination.

SECTION 5 POLICY PROVISIONS**Entire Contract; Changes**

This Policy and endorsements signed by the Policyholder and Insurer are the entire contract. Any change, modification or waiver of this Policy or a certificate issued under it must be in writing and signed by one of the following: our President; our Vice-President; a Secretary; or Assistant Secretary.

Grace Period

This Policy has a 31 day Grace Period. If the premium is not paid by the due date, it may be paid during the 31 days immediately following the due date. The Policy will remain in force during the Grace Period. The Grace Period does not apply:

- (a) to the first premium due; or
- (b) to premiums due thereafter if we have given you 60 days prior notice that we will not renew the Policy.

Notice of Claim

Notice of Claim must be given to us within 30 days after a Loss occurs, or as soon thereafter as possible. The notice can be given to us at P.O. Box 2039, Glen Allen, VA 23058-2039. Notice should include the Insured Person's name and Policy Number.

Claim Forms

When we receive the Notice of Claim, we will send the Insured Proof of Loss forms. If we do not send these forms within 15 days, the Insured can meet the Proof of Loss requirement by giving us a written statement of the nature and extent of Loss within the time limit in the Proofs of Loss Section.

Proofs of Loss

Written Proof of Loss must be given to us within 90 days after such Loss. We will not deny or reduce any claim because proof is not filed within this time, if it is filed as soon as reasonably possible. In any event, the proof required must be given, unless the claimant is legally incapacitated.

Time of Payment of Claims

After receiving written Proof of Loss, we will immediately pay all benefits as they accrue.

Payment of Claims

After receiving written Proof of Loss, we will pay all benefits to the Insured, if living, or at the Insured's request, to the Hospital or person rendering services. It is not required that the service be rendered by a particular Hospital or person.

Benefits for accidental death, if any, will be paid to the named beneficiary, other than the policyholder or an officer thereof, if then living. If no beneficiary is named, or the named beneficiary predeceases the Insured, such benefits will be paid to the Insured's estate.

Discontinuance of this Policy will not prejudice any claim incurred while this Policy is in force.

Physical Examination

We, at our expense, have the right to have any Insured examined by a Physician of our choice as often as reasonably necessary, while a claim is pending.

Legal Actions

No legal action may be brought to recover on this Policy: (a) within 60 days after written Proof of Loss has been given as required; or (b) after 6 years from the time written Proof of Loss is required, or after the expiration of the applicable statute of limitations, if greater.

M-SR100 (1/95)

Change of Beneficiary

The Insured can change the beneficiary at any time giving us written notice. The beneficiary's consent is not required for this or any other change in the coverage.

Conformity With State Statutes

Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which it is issued or in which the Insured Person resides, is hereby amended to conform to the minimum requirements of such statutes.

Assignment

This policy and an Insured's coverage may not be assigned.

Records Maintained

You must maintain adequate records of this insurance.

Examination and Audit

At any reasonable time and for any purpose relating to this Policy, your records shall be open for our inspection and audit. Such examination may be made during the Policy term; within 3 years after the Policy is terminated; or until final settlement of all claims hereunder, whichever is later.

Subrogation

When benefits are paid to or for an Insured Person under the terms of this Policy, we shall be subrogated, unless otherwise prohibited by law, to the rights of recovery of such Insured Person once the Insured has been indemnified for his Loss, against any person who might be acknowledged liable or found legally liable by a Court of competent jurisdiction for the Injury or Sickness that necessitated the hospitalization or the medical or the surgical treatment for which the benefits were paid. Such subrogation rights shall extend only to the recovery by us of the benefits we have paid for such hospitalization and treatment and we shall pay fees and costs associated with such recovery.

Right of Recovery

Payments made by us which exceed the Covered Expenses (after allowance for Deductible and coinsurance clauses, if any) payable hereunder, shall be recoverable by us from or among any persons, firms, or corporations to or for whom such payments were made.

Workers' Compensation

This Policy is not in place of and does not affect any requirement for such coverage by workers' compensation insurance.

SECTION 6 COVERAGE

All Policy benefits are as indicated in Section 1 - Schedule of Insurance and as described herein, or in riders attached to and made a part of this Policy.

Accident Medical Expense Benefit

When an insured's Injury requires:

- (a) treatment by a Physician;
- (b) Hospital services;
- (c) services of a licensed practical nurse or RN;
- (d) x-ray service;
- (e) use of operating room, anesthesia (including the administration thereof), laboratory service;
- (f) use of an ambulance;
- (g) use of an Ambulatory Surgical Center or Ambulatory Medical Center;
- (h) if ordered by a Physician, prescription medicines, drugs, or any other therapeutic services or supplies; or
- (i) Home Health Care Expenses,

we will pay the Expense, subject to the Coinsurance Percentage, incurred within the Benefit Period after the date of the accident that exceeds the Deductible Amount. Our payment will not exceed the Aggregate Maximum for a single accident.

The Deductible Amount, Coinsurance Percentage, Benefit Period and the Aggregate Maximum are shown in Section 1 - Schedule of Insurance. These amounts apply to each insured.

Accidental Death and Dismemberment Benefits

Accidental Death and Dismemberment Insurance covers the Insured for a Loss as shown below. The Loss must result from an accident, directly and independently of all other causes. The accident must take place while the person is an Insured under this Policy. Also, the LOSS must take place within 52 weeks after the accident.

The following table shows the amounts we will pay:

For Loss Of	Amount
Life	Principal
Both hands or both feet or sight of both eyes	Principal
One hand and one foot	Principal
One hand and sight of one eye	Principal
One foot and sight of one eye	Principal
One hand or one foot or sight of one eye	1/2 the Principal

The most we will pay for all Losses to an Insured as the result of one accident is the Principal shown on the Schedule.

Loss to hands and feet means severance at or above the wrist or ankle joints. Loss of sight means total and irrecoverable loss of sight.

Accidental Death and Dismemberment Benefits Limitations

We will not pay for a Loss caused in any way by:

1. bodily or mental infirmity or illness;
2. infection; except pyogenic or bacterial infection in a cut or wound caused by an accident;
3. medical or surgical treatment; except for surgery which results from an accident;
4. air travel, other than as a fare-paying passenger on a scheduled commercial flight;
5. war or act of war;
6. taking part in a riot or felony; this shall not include being a victim of a felony;
7. suicide; attempted suicide or intentional self-inflicted injury.

SECTION 7 EXCLUSIONS

The Policy does not cover Loss nor provide benefits for:

1. Expenses for treatment on or to the teeth, except for treatment resulting from Injury to natural teeth;
2. Services normally provided without charge by you or your employees;
3. Eyeglasses, hearing aids, and examination for the prescription or fitting thereof;
4. Suicide, attempted suicide or intentionally self-inflicted Injury;
5. Injury due to participation in a riot;
6. Cosmetic surgery. Cosmetic surgery does not include reconstructive surgery made medically necessary due to a covered accident or Sickness which results in trauma, infection or other diseases of the involved part;
7. Loss resulting from air travel, except as a fare-paying passenger on a commercial airline;
8. Injury or Sickness resulting from any declared or undeclared war;
9. Injury or Sickness while in the armed forces of any country. When an Insured enters such armed forces, we will refund the unearned pro rata premium to the Insured;
10. Injury or Sickness covered by any workers' compensation or occupational disease law;
11. Treatment provided in a governmental Hospital unless the Insured is legally obligated to pay such charges;
12. Infections except pyogenic or bacterial infections caused wholly by a covered Injury or Sickness;
13. Hernia, unless it results from a covered Injury;
14. The Insured's being intoxicated or under the influence of any narcotic unless administered on the advice of a Physician;
15. Claims occurring while parachuting or hang-gliding; or Injury sustained while traveling in or on any two or three-wheeled motor vehicle operated by a person who does not hold a valid operator's license;
16. Pre-existing Conditions as defined in Section 2, Definitions.



President



Secretary

Service Address:
 Markel Insurance Company
 P O. Box 2009
 Glen Allen, VA 23058-2009
 (800) 431-1270



Markel Insurance Company

PRIVACY NOTICE

U. S. Consumer Privacy Notice

Rev. 1/1/2020

FACTS	WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?
Why?	In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.
What?	<p>The types of personal information We collect and share depend on the product or service you have with Us. This information can include:</p> <ul style="list-style-type: none"> • your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others; • your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others; • your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records. <p>Personal information does not include:</p> <ul style="list-style-type: none"> • publicly-available information from government records; • de-identified or aggregated consumer information. <p>When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.</p>
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.

Reasons We can share your personal information	Do We share?	Can you limit this sharing?
For Our everyday business purposes and as required by law - such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
For Our marketing purposes - to offer Our products and services to you	Yes	No
For Joint Marketing with other financial companies	Yes	No
For Our Affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For Our Affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For Our Affiliates to market you	No	We don't share
For Nonaffiliates to market you	No	We don't share
Questions? Call (888) 560-4671 or email privacy@markel.com		

Who We are	
Who is providing this Notice?	A list of Our companies is located at the end of this Notice.

What We do	
How do We protect your personal information?	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit www.markel.com/privacy-policy .
How do We collect your personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • complete an application or other form for insurance • perform transactions with Us, Our Affiliates, or others • file an insurance claim or provide account information • use your credit or debit card <p>We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.</p>
Why can't you limit all sharing of your personal information?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for Affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • sharing for Nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our Affiliates include member companies of Markel Group.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies</p> <ul style="list-style-type: none"> • Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.
Joint Marketing	<p>A formal agreement between Nonaffiliated companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.

Other Important Information
<p>For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060.</p> <p>We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.</p>
<p>For Residents of CA: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information.</p> <p>For the categories of personal information We have collected from consumers within the last 12 months, please visit: www.markel.com/privacy-policy.</p>
<p>For Residents of MA and ME: You may ask, in writing, for specific reason, for an adverse underwriting decision.</p>
<p>Markel Group of Companies Providing This Notice: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.</p>



Markel Insurance Company

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <https://www.treasury.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Markel Insurance Company

Section 4 Item 1.

Policy Number **4102AH460300-8**

Evanston, Illinois 60201

(A Stock Insurance Company, Herein Called the Company)

AGREES with the Policyholder, named below in consideration of the payment of the premium and subject to the limits of liability, exclusions, conditions and other terms of the policy:

TO PAY the benefits described in Item 4, Coverage.

SECTION I **SCHEDULE**

1. Name of Policyholder: Lead-Deadwood Girls Softball Association, Inc.

Address: c/o Amber Vogt
62 1st Street
Lead, SD 57754

2. Policy Period: From 05-23-2025 to 05-23-2026 at 12:01 A.M. Standard Time at your mailing address shown above.

3. Class of Insured Persons:

All registered participants and volunteers for whom premium has been paid.

Description of Hazards Covered:

Insured persons are covered for Injury resulting from an Accident which occurs directly from: 1) activities that are scheduled, sponsored or supervised by the policyholder; 2) premises owned, leased or borrowed by the policyholder; or 3) travel scheduled, sponsored or supervised by the policyholder.

4. Coverage:

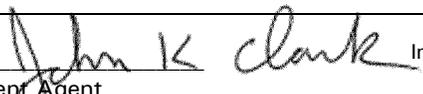
THE POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS AND RIDERS. THE BENEFIT AMOUNT SHOWN IS THE LIMIT SELECTED BY THE POLICYHOLDER. IF THE COVERAGE WAS NOT REQUESTED BY THE POLICYHOLDER, THAT IS INDICATED BY THE WORD NIL. THE PREMIUM FOR EACH COVERAGE IS ALSO SHOWN AS IS THE TOTAL PREMIUM AT THE BOTTOM OF THE SCHEDULE.

COVERAGE	BENEFIT AMOUNT	PREMIUM
AGGREGATE LIMIT OF INDEMNITY	\$250,000	INCL.
ACCIDENT MEDICAL EXPENSE BENEFIT		INCL.
DEDUCTIBLE AMOUNT	\$250	
COINSURANCE PERCENTAGE	100%	
BENEFIT PERIOD	52 Weeks	
AGGREGATE MAXIMUM	\$25,000	
ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS		INCL.
PRINCIPAL SUM	\$5,000	
SICKNESS MEDICAL EXPENSE BENEFIT		N/A
DEDUCTIBLE AMOUNT	NIL	
COINSURANCE PERCENTAGE	NIL	
BENEFIT PERIOD	NIL	
AGGREGATE MAXIMUM	NIL	
CATASTROPHIC INJURY BENEFIT		N/A
BENEFIT MAXIMUM	NIL	
MONTHLY INSTALLMENT	NIL	
TOTAL TEMPORARY DISABILITY BENEFIT		N/A
BENEFITS COMMENCE WITH THE	NIL	DAY
RATE PER WEEK	NIL	
PERCENT OF BASIC EARNINGS	NIL	
MAXIMUM PERIOD	NIL	WEEKS
TOTAL:		\$350

5. Form(s) and endorsement(s) made a part of the policy at the time of issue:

M-SR100(01/95), MSR101(01/95), MSR128(01/95), MSR128(03/95), MSR128(01/04), MSR128-AS(03/07), MSR128-BP(08/00), MSR200(01/95), MIL1214(09/17), MSR128-AD(02/20), MSR128-S MSR128-SDD(05/96)

Countersigned by JOHN K. CLARK



Insured

Licensed Resident Agent

BLANKET ACCIDENT AND HEALTH POLICY



Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

COMPLETE AND RETURN THIS FORM TO:

Medical/Dental A
CLAIM FORM



P.O. Box 1322, Morristown, NJ 07960

52-week benefit period

SECTION I TO BE COMPLETED BY PARENT/CLAIMANT (required)

- 1. NAME:(first) _____ (last) _____
- 2. ADDRESS: _____ (city) _____ (state) _____ (zip code) _____
- 3. TELEPHONE #: _____
- 4. BIRTHDATE: ___/___/___ SEX: Male Female SS#: _____
- 5. CLAIMANT IS A: Player Coach Official Other
- 6. ACCIDENT DATE: ___/___/___ ACCIDENT TIME: _____ am pm
- 7. BODY PART INJURED: _____
- 8. ACCIDENT OCCURRED DURING: Game Practice Tournament Camp/Clinic Other _____
- 9. DESCRIBE HOW AND WHERE ACCIDENT OCCURRED: _____
- 10. NAME OF FIELD/FACILITY WHERE ACCIDENT OCCURED: _____

SECTION II STATISTICAL INFORMATION (required)

- 1. NAME OF TEAM/CLUB: _____
- 2. TYPE: Competitive Recreational
- 3. LOCATION: On Field Indoor Spectator Area Other
- 4. SURFACE: Dirt Grass Outdoor Turf Indoor Turf
- 5. SURFACE CONDITION: Dry/Normal Wet/Rainy Icy Muddy
- 6. POSITION: _____
- 7. STATUS: HIT BY OBJECT COLLISION W/OPPONENT COLLISION W/TEAMMATE
 OTHER _____

SECTION III TO BE COMPLETED BY ORGANIZATION OR AUTHORIZED OFFICIAL (required)

Policy Effective Date 05-23-2025	Policy Expiration Date 05-23-2026	Policy # 4102AH460300-8	Name of Policyholder Lead-Deadwood Girls Softball Associat
ADDRESS OF POLICYHOLDER (Street) c/o Amber Vogt	(City) 62 1st Street	(State)	TELEPHONE NUMBER

VERIFY THAT THE ACCIDENT OCCURRED DURING AN ACTIVITY SPONSORED OR SANCTIONED BY YOUR ORGANIZATION, AND WHETHER THE CLAIMANT WAS A MEMBER AT THE TIME OF ACCIDENT.

YES-SPONSORED/SANCTIONED ACTIVITY

YES-CLAIMANT WAS AN ACTIVE MEMBER ON THE DATE OF ACCIDENT

I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT.

AUTHORIZED SIGNATURE: _____ **TITLE:** _____ **DATE:** _____

SECTION IV STATEMENT OF OTHER INSURANCE (required)

Claimant/Father

Name: _____
Address: _____
City: _____
State: _____ Zip Code: _____
Phone: _____
Employer: _____
Phone: _____
Self Employed Unemployed
Email: _____

Claimant/Mother

Name: _____
Address: _____
City: _____
State: _____ Zip Code: _____
Phone: _____
Employer: _____
Phone: _____
Self Employed Unemployed
Email: _____

If you are employed but have no insurance, please include a statement of verification from your employer on their letterhead.

IS CLAIMANT COVERED UNDER ANY OTHER MEDICAL AND OR DENTAL INSURANCE POLICY?

YES NO

IS CLAIMANT COVERED UNDER A GOVERNMENT SPONSORED INSURANCE SUCH AS MEDICARE/MEDICAID?

YES NO

POLICYHOLDER NAME: _____ **ID#:** _____

INSURED GRP#/NAME: _____

INSURANCE COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

PHONE: _____

****Please include copy of insurance card (both sides)**

Note: IF YOUR SON OR DAUGHTER HAS MEDICAL INSURANCE COVERAGE AS AN ELIGIBLE DEPENDENT FROM A PREVIOUS MARRIAGE AS MANDATED IN A DIVORCE DECREE, PLEASE GIVE NAME, ADDRESS AND PHONE NUMBER OF RESPONSIBLE PARTY: _____

SECTION V ASSIGNMENT OF BENEFITS (required)

ALL CLAIMS BENEFITS WILL BE PAID DIRECTLY TO DOCTORS AND HOSPITALS INVOLVED, UNLESS BILLING PROVIDED INDICATES PAYMENT MADE BY YOU.

SECTION VI STATEMENT OF CERTIFICATION and AUTHORIZATION TO RELEASE INFORMATION (required)

1. I CERTIFY that the above information given by me in support of this claim is true and correct.

SIGNATURE OF CLAIMANT/PARENT (required): _____ **DATE:** _____

2. I hereby authorize any physician, hospital or other medically related facility, insurance company, or other organization, institution or person that has any records or knowledge of me, and/or the above named claimant, to disclose, whenever requested to do so by RPS Bollinger or Markel Insurance Company or their representatives, any and all such information. I UNDERSTAND the information obtained by use of the Authorization will be used to determine eligibility for insurance and eligibility for benefits under any existing policy. Any information obtained will not be released to any person or organization EXCEPT as necessary in connection with the processing of this application, claim, or as may be otherwise lawfully required or as I may further authorize. A photocopy of this authorization shall be considered as effective and valid as the original.

SIGNATURE OF CLAIMANT/PARENT (required): _____ **DATE:** _____

HOW TO FILE A CLAIM: INSTRUCTIONS

IMPORTANT: ALL INFORMATION MUST BE PROVIDED IN ORDER FOR A CLAIM TO BE PROCESSED

1. **Excess Coverage:** Accident medical expenses are covered under this policy on an **Excess Basis**, and benefits will only be paid under this plan after your own personal or group insurance (including Health Maintenance Organizations) has paid out its benefits. Please note that you must follow your primary insurance carrier's eligibility criteria (i.e., to be treated in-network, if required by HMO, etc) in order for this policy to consider your expenses for payment. If you receive Government or State Aid Insurance, (Medicaid, Medicare, etc) this insurance may be Primary; please contact RPS Bollinger for coverage information.

- Payment under this policy will be made according to **usual and customary guidelines**. This means that the basis for payment of specific medical or dental services is based on the average cost of that service by region. This policy does not automatically pay for services in full; it pays based on the "usual and customary" fee for that service in your area.

2. **Claim Guidelines:** In most states, you have up to **1 year** from the date of injury to submit a claim form. For claims to be eligible for coverage, you must seek medical attention within **60 days** from the date of injury.

Benefit Period: This policy is subject to a **52 week** benefit period from the date of injury. Medical or dental expenses that are incurred **within 52 weeks** of the date of injury are eligible for coverage under this policy. Any expenses or treatments that are rendered after the **52 week** benefit period will not be covered by this policy.

3. **Please remember:**

- a) **Only submit the Claim Form to RPS Bollinger.**
- b) Once your claim is approved, advise your Doctors/Hospitals of this insurance so they can file claims directly to RPS Bollinger.
- c) **Itemized bills are required:** You or your providers must submit itemized bills with your primary insurance explanation of benefits (if applicable); balance due bills or notices **do not** provide the information needed to process your claim. See below for forms needed. Payments will be made to **you** if the itemized bills indicate that they have been paid. Otherwise, payments will be made directly to the doctor, hospital or other service provider.
 - **CMS-1500** is the standard form used by Providers to show the medical treatments and charges made for each service.
 - **UB-04** is the standard form used by Hospitals to show medical treatments and charges made for services.

4. **Dental bills:** All dental bills must be submitted through your primary insurance's **medical and dental plans** first before making a claim for dental treatment under this policy. Please have your provider submit an ADA dental claim form with the explanation of benefits (if applicable).

For further Claims information contact:

RPS Bollinger Sports Claims Department
PO Box 1322
Morristown, NJ 07960
Phone: 1-866-267-0093
Fax: 973-921-8474
Email: SportsClaims@RPSins.com



FRAUD STATEMENTS

GENERAL: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act.

ALASKA: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

ARIZONA: For your protection Arizona law requires the following statement to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

ARKANSAS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CALIFORNIA: For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

DELAWARE: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

DISTRICT OF COLUMBIA RESIDENTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FLORIDA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

IDAHO: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

INDIANA: A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

KENTUCKY: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

LOUISIANA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MAINE: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MINNESOTA: A person who files a claim with intent to defraud, or helps commit a fraud against an insurer, is guilty of a crime.

NEW HAMPSHIRE: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

NEW JERSEY: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

NEW MEXICO: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

NEW YORK: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

OHIO: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON: Any person who knowingly and with intent to defraud or solicit another to defraud an insurer: (1) by submitting an application, or (2) by filing a claim containing a false statement as to any material fact, may be violating state law.

PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent act, which is a crime and subjects such person to criminal and civil penalties.

RHODE ISLAND: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

TENNESSEE: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

TEXAS: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

VIRGINIA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

WASHINGTON: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

WEST VIRGINIA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Markel Insurance Company

Endorsement No. 1

For the premium charged and paid it is agreed that:

MSR100, SECTION 2, DEFINITIONS:

ADD: Accident means a sudden, unexpected and unintended event which is identifiable and caused solely by an external physical force resulting in Injury to an Insured person. Accident does not include a Loss due to or contributed to by disease or Sickness.

This rider is attached to and becomes a part of this Policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Agreements, Conditions, Declarations, Exclusions, Limitations or Terms of the undermentioned Policy other than as stated hereon.

Effective date 05-23-2025 Attached to and forming part of Policy No. 4102AH460300-8

of Markel Insurance Company

issued to Lead-Deadwood Girls Softball Association, Inc.



President



Secretary

Markel Insurance Company

Evanston, Illinois 60201

Endorsement No. C

When charges incurred by a claimant are covered under a Health Maintenance Organization (HMO) plan or a Preferred Provider Organization (PPO) plan, and are denied due to the claimant's failure to precertify, this plan will not pay medical benefits.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Agreements, Conditions, Declarations, Exclusions, Limitations or Terms of the undermentioned Policy other than as stated hereon.

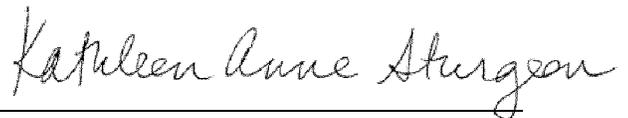
Effective date 05-23-2025 Attached to and forming part of Policy No. 4102AH460300-8

of Markel Insurance Company

issued to Lead-Deadwood Girls Softball Association, Inc.



President



Secretary

Markel Insurance Company

Deerfield, Illinois 60015

Endorsement No. 1

In consideration of premium charged, it is understood and agreed that the policy is amended as follows:

Deductible definition is deleted in its entirety and replaced with the following:

Deductible under this policy means corridor deductible, which is: 1) the amount an Insured is required to pay as provided by the applicable coverage under this policy in the event of a Loss; and 2) one that does not allow payments by other insurance to apply towards satisfaction of the stated Deductible amount.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Agreements, Conditions, Declarations, Exclusions, Limitations or Terms of the undermentioned Policy other than as stated hereon.

Effective date 05-23-2025 Attached to and forming part of Policy No. 4102AH460300-8

of Markel Insurance Company

issued to Lead-Deadwood Girls Softball Association, Inc.



President



Secretary

Markel Insurance Company

Endorsement No. 1

Markel Insurance Company's address is hereby changed to:

Markel Insurance Company
10275 West Higgins Road, Suite 750
Rosemont, Illinois 60018

Nothing herein contained shall be held to vary, alter, waive or extend any of the Agreements, Conditions, Declarations, Exclusions, Limitations or Terms of the undermentioned Policy other than as stated hereon.

Effective date 05-23-2025 Attached to and forming part of Policy No. 4102AH460300-8

of Markel Insurance Company

issued to Lead-Deadwood Girls Softball Association, Inc.



President



Secretary

Markel Insurance Company

Endorsement No. 1

In consideration of premium charged, it is understood and agreed that the policy is amended as follows:

Expenses incurred for physical therapy and chiropractic care are limited to \$50 per visit with a per Injury maximum of \$2,000.

Expenses incurred for durable medical equipment is limited to \$1,000 per Injury.

Coverage for Outpatient prescriptions is limited to \$1,000 per Injury.

Medical treatment for a covered Injury must commence within 60 days of the date of Injury.

The Proof of Loss provision is deleted in its entirety and replaced with the following:

"Written proof of loss must be given to Us within 90 days after such Loss. We will not deny or reduce any claim because proof is not filed within this time, if it is not reasonably possible to provide proof. However, such proof must be furnished within one year of the date of loss."

MSR101, Section 1, Item 3, Description of Hazards Covered is deleted and replaced with the following:

3) direct travel to and from covered activities for member officials and referees. Travel coverage for all other members is limited to direct travel as a group to and from covered activities. Group travel is defined as travel organized by the member team or league directly to covered activities.

All other terms and conditions of the policy remain the same.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Agreements, Conditions, Declarations, Exclusions, Limitations or Terms of the undermentioned Policy other than as stated hereon.

Effective date 05-23-2025 Attached to and forming part of Policy No. 4102AH460300-8

of Markel Insurance Company

issued to Lead-Deadwood Girls Softball Association, Inc.



President



Secretary

Markel Insurance Company

Endorsement No. 1

It is hereby understood and agreed:

SECTION 2, DEFINITIONS:

"Benefit Period" means the time during which an Insured Person's incurred expense for a covered injury or sickness is eligible for reimbursement. The "Benefit Period" selected starts on the date of the accident for an injury or the date of the first treatment for a sickness.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Agreements, Conditions, Declarations, Exclusions, Limitations or Terms of the undermentioned Policy other than as stated hereon.

Effective date 05-23-2025 Attached to and forming part of Policy No. 4102AH460300-8

of Markel Insurance Company

issued to Lead-Deadwood Girls Softball Association, Inc.



President



Secretary

Markel Insurance Company
Evanston, Illinois 60201

SOUTH DAKOTA AMENDATORY ENDORSEMENT

MSR100 SECTION 7 EXCLUSIONS:

Exclusion #1: REPLACE..."natural"...with "original"...

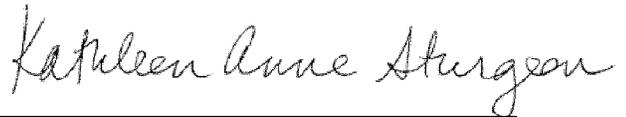
Exclusion #10: REPLACE..."covered"...with "payable"...

Exclusion #14: REPLACE..."being intoxicated"...with..."committing an illegal act while intoxicated or under the influence of any narcotic".....

This endorsement is attached to and becomes a part of this Policy.



President



Secretary

Markel Insurance Company
Evanston, Illinois 60201

SOUTH DAKOTA AMENDATORY ENDORSEMENT

MSR100 SECTION 3 DEFINITIONS:

AMEND Home Health Care Expense to read: REPLACE..."certified home health agency possessing a valid certificate of approval pursuant to public health law"...with...Home Health Agency which provides home health care services.

MSR200 COORDINATION OF BENEFITS

DELETE: "OR (3) individual insurance."

This endorsement is attached to and becomes a part of this Policy.



President



Secretary

Markel Insurance Company

Evanston, Illinois 60201

COORDINATION OF BENEFITS FOR ACCIDENT MEDICAL EXPENSE BENEFITS

Such insurance as is afforded by this policy for Accident Medical, are payable only in excess of any expenses payable by other valid and collectible insurance. In the absence of other valid and collectible insurance, it is our intention that expenses incurred in connection with any covered injury shall be fully payable subject to the terms, conditions and limitations of the Policy.

"Other valid and collectible insurance" shall mean any plan providing medical expense benefits for or by reason of dental, physician, nurse, hospital care, treatment, or confinement, or the performance of surgery and/or anesthesia, which benefits are provided by (1) any type of service plan contracts, any group or blanket insurance, employee benefit plan or any plan arranged through an employer, trustee, union or employee benefit association, or (2) any plan or program created or administered by national or state government, or agencies thereof, (3) individual insurance. We will not limit or exclude payment on a claim because the Insured is eligible for or is provided medical assistance under the provisions of Title XIX of the Social Security Act.

This provision shall apply in determining the benefits as to a person covered under this plan for any claim determination period. If an Expense exceeds the amount of benefit payable under any other valid and collectible insurance for such person during such time period, the Company will pay such excess Expenses incurred due to a covered injury.

This rider is attached to and becomes a part of the Policy.



President



Secretary

Markel Insurance Company

NOTICE TO POLICYHOLDERS

The policy to which this notice is attached is subject to a minimum, fully earned premium of \$350.

Should you have any questions regarding this, such questions should be directed to us (the Company) or to your agent.



LEAD-DEADWOOD GIRLS SOFTBALL ASSOCIATION 2025 PARENT HANDOUT

Lead-Deadwood Girls Softball Association Board Members :
John Rystrom, Amber Vogt, Tylissa Geffre, Jenica Griffith, Larry Griffith; Asia Ballert, Cassey Cleveringa, Ashley Bertrand and Juan Molina

Parents/Guardians/Players:

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

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

TEAM ASSIGNMENTS/COACHES: Coaches contact information is below:

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

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

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

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

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

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

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

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

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

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

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

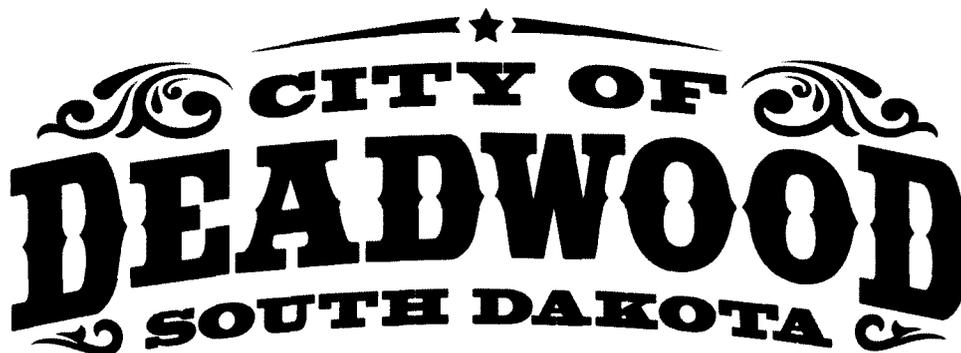
PARENT RESPONSIBILITY & PARTICIPATION:

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



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





Event Complex Rental and Use Agreement

Event: Deadwood 3 wheel Rally

Date of Event: July 11-15, 2024

Set up July 10 - tear down July 16

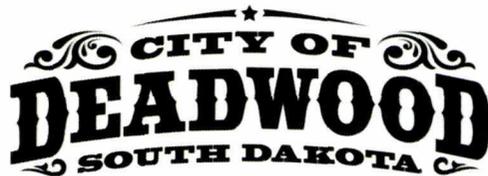
**** Disclaimer: In an event of a local emergency. The South Dakota Department of Public Safety, Wildland Fire Division agreement signed March 17, 2025, will take effect for incident command operations site at the Event Complex. The event would be canceled, and fees and deposits would be returned. ****

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

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood 3 wheel Rally

Contact Information:

Name of Applicant: Michele Pierce - Event Coordinator

Business/Organization: First Gold Gaming Resort

Mailing Address: 270 Main Street

City, State Zip: Deadwood, SD 57732

Business Phone: 605-578-9777 x 1103 Cell Phone: 307-391-1541

Email Address: d3wr@firstgold.com

Dates Event Complex requested:

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

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

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

Approximate number of people who will attend: 700 +

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

- Ticket Booth *Freezer only* Office use Only
- Main Grandstand Concession Key #
- Main Grandstand Restrooms Key #
- Crow's Nest Key #
- VIP Grandstand Key #
- Baseball Field(s)
- Ferguson Field
- Baseball Field(s) Restrooms
- Ferguson Field Restrooms
- Arena and Corral Areas
- Venue Seating
- Parking Lots
- Pyrotechnics
- Open Container
- Water Usage

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood 3 Wheel Rally

Compliance with Deadwood City Ordinances:

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

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

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

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

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 <i>3500</i>	\$400 / Day	\$300 / Day
Government Agencies	No charge	No charge	No charge

Ticketed Events:

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

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

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

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

A cleaning/trash removal fee (Non-Refundable) of **\$250.00** ¹⁷⁵⁰ **PER DAY** applies for Event Complex. If additional bathrooms at Ferguson Field or the Ball Bark are needed, a fee of **\$125.00** ⁸⁷⁵ per day for each location applies.

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

Tent Rental, which is set and amended by resolution:

- 10' by 10' Set up and take down.....\$200.00
- 20' by 30' Set up and take down.....\$400.00
- 20' by 40' Set up and take down.....\$600.00** *x3 1800.*

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

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

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

<u>Fees</u>		<u>Request to Waive</u>	<u>Refundable Deposits</u>
Event Complex Facilities	\$ <u>3500</u>	<input type="checkbox"/>	Key Deposit \$ <u>100</u>
Add 'l Set-up/Tear Down	\$ _____	<input type="checkbox"/>	Damage Deposit \$ <u>2500</u>
Baseball Fields	\$ _____	<input type="checkbox"/>	Total Deposits \$ <u>0 2600</u>
Parking Lots Only	\$ _____	<input type="checkbox"/>	Alcohol Fee (Pg 18)
Tent(s)	\$ <u>1800</u>	<input type="checkbox"/>	(\$100.00 per day) \$ <u>500</u> -
Event Complex Cleaning			
And Trash Removal	\$ <u>1750</u>		
Cleaning Baseball Field	\$ _____		
Cleaning Ferguson Field	\$ <u>875</u>		
Streaming	\$ _____		
Water Usage	\$ <u>50</u>		
Total Fees	\$ <u>0 7975</u>		

Organization: First Gold Gaming Resort
 Signature: [Signature] Date: 8/11/25

Office Use only:
 Date Fees Paid: _____
 Date Deposit Paid: _____
 Fees Still Owed: _____
 Notes:

Acknowledgement of Use Rules and Regulations

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

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

Initials 

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials 

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: First Gold Gaming Resort

Name: Nichete Pierce Title: Event Coordinator

Signature: [Handwritten Signature] Date: 8/11/25

Event Sponsor – Release and Indemnification Agreement

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

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

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 AP

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

Participant Release and Indemnification required? YES _____ NO _____

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Initials _____

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

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

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

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

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

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

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

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

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

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

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: First Gold Gaming Resort
 Name: Michele Pierce Title: Event Coordinator
 Signature: [Handwritten Signature] Date: 8/11/25

Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

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

I have read and understand these rules.

Organization: First Gold Gaming Resort

Name: Michele Pierce Title: Event Coordinator

Signature: [Handwritten Signature] Date: 8/16/25

Alcohol Policy for Facility Rentals

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

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

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

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

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

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

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

Organization: First Gold Gaming Resort Name: Michele Pierce

Title: Event Coordinator Signature: [Handwritten Signature]

Dates/Times Alcohol will be served: 7/11 - 7/15, 2026 11:00am - 10:00pm

Business name who will be serving: First Gold Gaming Resort
Kristi Hemming

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: First Gold Gaming Resort
 Name: Michele Pierce Title: Event Coordinator
 Signature: [Handwritten Signature] Date: 8/11/25

General Business within the Event Complex

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

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

Initials MP

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

Initials MP

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

Initials MP

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

Initials MP

Organization: First Gold Gaming Resort
 Name: Michelle Pierce Title: Event Coordinator
 Signature: [Handwritten Signature] Date: 8/11/25

Liability Insurance

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

Name of Insurance Company: Black Hills Insurance Agency
Agent's Name: Elizabeth Brown Policy Type: CL 2462827196
Phone: 605-342-5555 Policy No.: Commercial Liability
Address: 820 St. Joseph Rapid City SD 57109

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

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

Event Complex Sign and Banner Policy

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

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

Organization: First Gold Gaming Resort
 Name: Michele Pierce Title: Event Coordinator
 Signature: [Handwritten Signature] Date: 8/11/25

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: _____

Requirements (If first time renter):

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

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

1) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

2) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

3) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

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

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

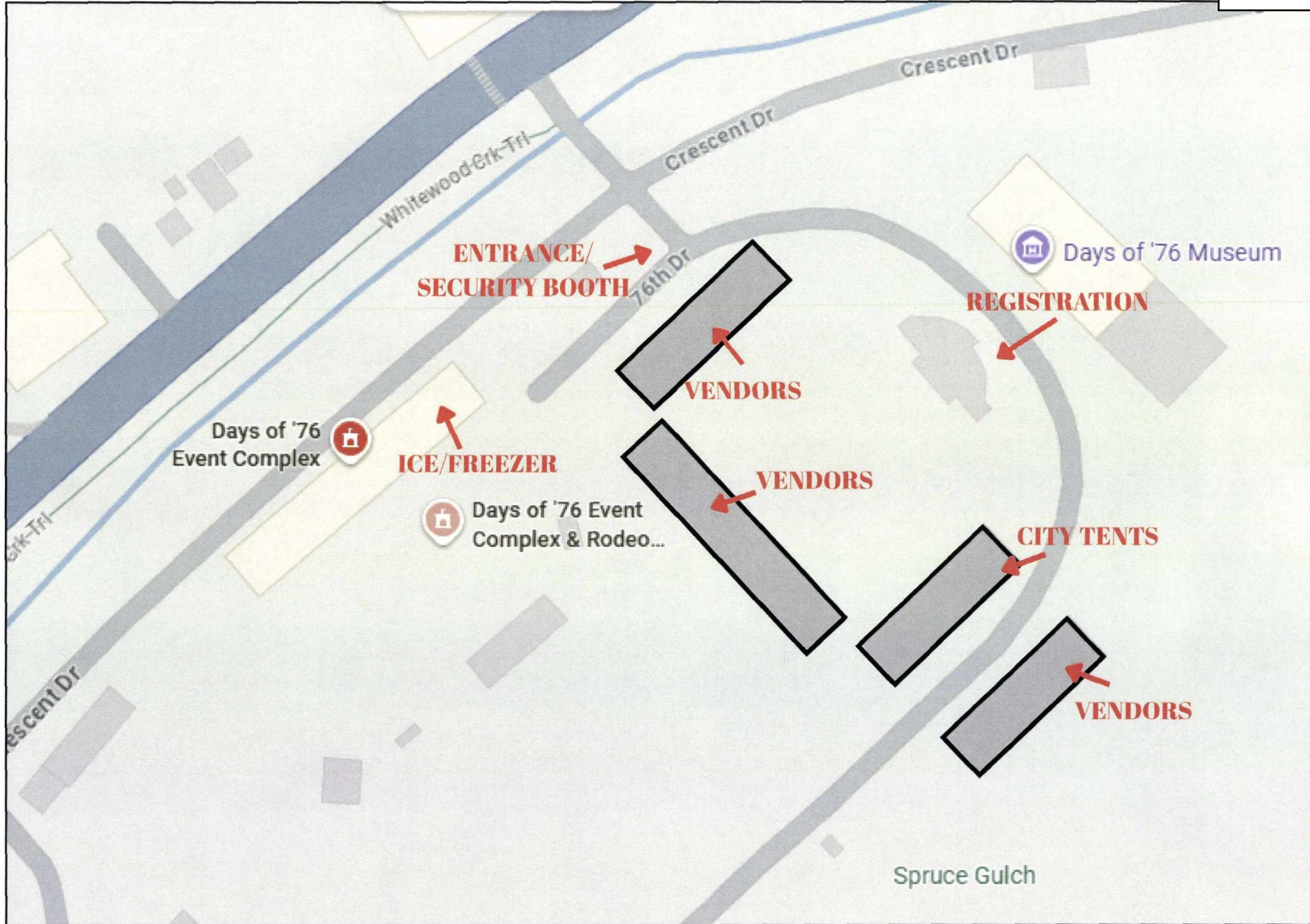
Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Daytime Phone Number: _____

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



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

ACCIDENT WAIVER, RELEASE OF ALL LIABILITY AND ASSIGNMENT OF CLAIMS

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

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

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

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

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

Full Signature of Driver: _____

Printed Name: _____ Date: July ____, 2026

Full Signature of Passenger: _____

Printed Name: _____ Date: July ____, 2026

Thank You for Joining Us – Ride Safe!

RALLY TRIVIA

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



CERTIFICATE OF LIABILITY INSURANCE

Section 4 Item m.

DATE (MM/DD/YYYY)
06/28/2024

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

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

PRODUCER Black Hills Insurance Agency 820 St. Joseph PO Box 3330 Rapid City SD 57709		CONTACT NAME: Elizabeth Brown PHONE (A/C, No, Ext): (605) 342-5555 E-MAIL ADDRESS: elizabethbrown@blackhillsagency.com FAX (A/C, No): (605) 342-7901	
INSURED First Gold, Inc. 270 Main Deadwood SD 57732		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Markel Insurance Company	NAIC #
		INSURER B: Markel American Insurance Company	
		INSURER C: First Dakota Indemnity Company	10351
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2462827196

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MKP0000501442600	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MKA0000501442700	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			MKX0000501442800	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC020-0027018-2024A	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability			MKP0000501442600	07/01/2024	07/01/2025	Aggregate \$1,000,000 Each Employee \$1,000,000

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

CERTIFICATE HOLDER

City of Deadwood
108 Sherman Street

Deadwood SD 57732

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

DOT 295
Rev 10/09

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

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

From (City or well defined point) 15' 76 Drive

Description and Purpose of occupancy: and travels south on hwy 85 and upper main street in deadwood parade will be led by local police once at pine street trikes will be on their own. See attached map for July 15, 2006 8:30 pm

Duration of occupancy: PERMANENT TEMPORARY If temporary, give the estimated date of removal or completion: it is only for about 1 hour on July 15, 2006 starting at 8:30 pm parade will be completed by 9:30 pm

I, the undersigned, request permission to occupy public right-of-way at the above location and as shown on the attached layout sheet. In consideration for this permission, I agree to abide by all conditions as herein stated.

1. To furnish all materials, labor, incidentals and pay all costs involved with this occupancy including restoration of any damage to the roadway and right-of-way to equal or better conditions than existed prior to the occupancy covered by this permit.
2. To provide protection to highway traffic during occupancy by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual of Uniform Traffic Control Devices."
3. To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of right-of-way designated in this application.

APPLICANT NAME (please print) Michele Pierce

SIGNATURE [Signature] DATE 10/17/23

ADDRESS 270 Main Street CITY Deadwood, SD STATE ABBV [Dropdown] ZIP [Dropdown]

57732

TELEPHONE 6055789777

REPRESENTING First Gold / Deadwood 3 Wheeler Rally
(Name of Individual, Company, Organization, etc.)

EMAIL ADDRESS michelep@firstgold.com

To be completed by Department of Transportation

Project (Const.) 85/14A Station/Milepost 40.65 to 41.67 Maintenance Unit 451

Project (Maint.) _____

1. Prior to commencing occupancy and at completion of occupancy the applicant shall notify Steve Wiege at RC Area D.O.T Telephone 394-1644
2. Special Conditions Riders will follow the rules of the road at all times other than when assisted by law enforcement.

3. Failure to accomplish the occupancy in accordance with the provisions of this permit will automatically render this permit null and void and where applicable, constitute grounds for its removal and/or full restoration of the occupancy site all at the applicant's expense.

This permit to occupy the right-of-way is granted to all conditions as herein stated on this 20 day of October, 2023.

[Signature]
Area Engineer
cc. Zack Baden SDHP
Lawrence Co Sheriff
Deadwood PD.

Chief Bridge Engineer (Bridge Installations only)

D3WR OVERNIGHT PARKING REGISTRY

PLATE #: _____ MAKE: _____

MODEL: _____ VEHICLE COLOR: _____

ADDITIONAL INFO: _____

LAST NAME: _____ FIRST NAME: _____

ADDRESS: _____

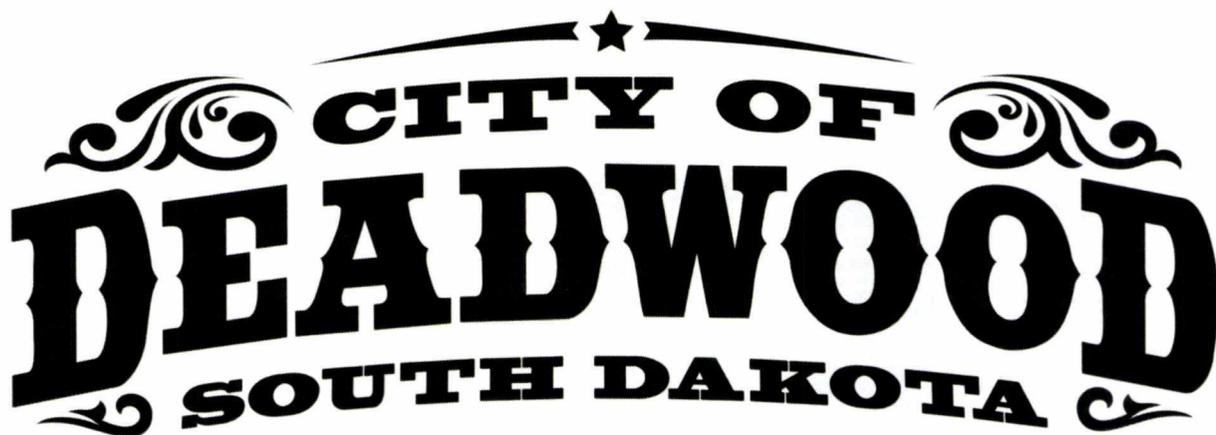
STATE: _____ ZIP: _____ CELL PHONE: _____

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

DISCLAIMER:

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

SIGNATURE: _____ DATE: JULY ____, 2026



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

Instructions:

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

Adopted October 7, 2024

EVENT INFORMATION

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

Event Title: Deadwood 3 Wheel Rally

Event Date(s): July 11-16, 2024 Total Anticipated Attendance: 700+
(month, day, year)

(# of Participants _____ # of Spectators _____)
Actual Event Hours: (from: 8:00 AM / PM (to): 10:00 AM / PM)

Location / Staging Area: Deadwood Event Complex (Days of 76)

Set up/assembly/construction July 11, 2024 Start time: 6:00 AM / PM

Please describe the scope of your setup / assembly work (specific details):
Hanging banners & flags, table & chair set up, set up registration booth, set up bar, vendor set up

Dismantle Date: July 14, 2024 Completion time: 3:00 AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing 10:00 am - 12:00 and time of re-opening: Wed. July 15 - Show-n-shine main street
only use 12 street (no closure) from 634 Main Street to 688 Main St.
(mustang saliks) (Gold Dust)

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

OPEN CONTAINER

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

Date: _____ Times: _____ Zone: _____

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: First Gold Gaming Resort

Chief Officer of Organization (NAME): Terri Ward

Applicant (NAME): Michele Pierce Business Phone: (605) 578-9777 ext 1103

Address: 270 Main Street Deadwood SD 57732
(city) (state) (zip code)

Daytime phone: 307 391-1541 Evening Phone: 307 391-1541 Fax #: ()

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

Name: Michele Pierce

Address: 270 Main St. Deadwood SD 57732
(city) (state) (zip code)

Contact person "on site" day of event or facility use Michele Pierce Pager/Cell #: 307-391-1541

(Note: This person must be in attendance for the duration of the event and immediately available to city officials)

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

FEES / PROCEEDS / REPORTING

NO YES

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

Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s):
participant 50.00 per person / offset swag bags
and activities, music daily, food gatherings

OVERALL EVENT DESCRIPTION:

ROUTE MAP/ SITE DIAGRAM/ SANITATION

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

Deadwood 3 wheel Rally hosts a gathering area @ Event Complex. Hosts activities at the center throughout the week and organizes rides throughout the Black Hills and surrounding areas with "Ride Guides" and plans activities throughout Deadwood businesses including Pancake Feed at Deadwood VFW Show-n-shine Downtown Deadwood Scavenger Hunt and Poker Run

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

- NO YES Does the event involve the sale or use of alcoholic beverages? If YES, please provide your liquor liability insurance information to the last page of this application.
- NO YES Will items or services be sold at the event? If YES, please describe: Tshirts, hats - rally vendors have various products and clothing artists
- NO YES Does this event involve a moving route of any kind along streets, sidewalks, or highways? If YES, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.
- NO YES Does this event involve a fixed venue site? If YES, attach a detailed site map showing all street impacted by the event.

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

NO YES Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: Badlands Security - Fritz Carlson

Security Organization Address: Belle Fourche SD
(city) (state) (zip code)

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

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:

10 pm
lights in bar and complex lights

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

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

Number _____ Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: mp

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

Acknowledge acceptance with initial: mp

Adopted October 7, 2024

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

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

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

Please describe how food will be served at the event: grill (propane) catering services

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

GAS
 ELECTRIC
 CHARCOAL
 OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

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

3

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: 16 Trash Containers w / lids: _____

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

Other Related Event Components not covered above. porta potties - Superior Sanitation w/ daily service

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event:
Social media, radio advertising, local newspapers

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES Are there any **musical entertainment** features related to your event or facilities rental? If **YES**, please state the number of bands and type of music.

Number of Stages: 1 Number of Bands: 1
Type of Music: Country / Rock Badger Horse

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

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

Please describe the sound equipment that will be used for your event:
Guitars, Drum, Keyboard

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

Are any signs, banners, decorations or special lighting be used? If **YES**, please describe:
Flags + banners hung inside complex

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:
Posters, social media, radio, SEO

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

Refer all event public inquiries and / or media inquiries for this event to:
NAME: Michele Pierce PHONE: 307-391-1544

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Black Hills Insurance Agency
 Agent's Name: Elizabeth Brown
 Business Phone: (605) 342 5555 Policy Number: CF 2462827196 Policy Type: Commercial
 Address: 870 St. Joseph Rapid City SD Liability
Box 3330 (city) (state) (zip code) 57709

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

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

AFFIDAVIT OF APPLICANT

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

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

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

D3WR "Night Light Parade" Route Map

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

Line-up at 8:00 PM

Start and End @ Deadwood Event Complex

Parade Route →

