

Event Committee Meeting Meeting Agenda

February 29, 2024

1. ROLL CALL

2. APPROVAL OF MINUTES

a. Approval of December 28, 2023 minutes

3. OLD BUSINESS

<u>a.</u> WO Motorsports Arenacross & Freestyle Motocross Show - July 6, 2024.

4. **NEW BUSINESS**

- a. Black Hills Redemption June 21 through 23, 2024
- b. Farmers Market June 21 through September 20, 2024
- c. Summer Trek June 21 through 23, 2024
- d. Monsters of Destruction June 29-30, 2024
- e. July 4th Parade July 4, 2024
- <u>f.</u> Medicine Wheel Riders August 4, 2024
- g. Legends Ride August 5, 2024
- h. Rusty Wallace Ride August 9, 2024
- i. Kool Deadwood Nites Parking on Main Street, Wall Street to Lower Main Street at Pioneer Way from Thursday, August 22 through Saturday, August 24. Registered Cars Only

5. **REFUNDS**

a. Snocross - January 26-27, 2024

6. UPCOMING EVENTS

a. St. Patrick's Day - March 15-16 - Open Container, Street Closure

7. **OPEN DISCUSSION**

8. MEETING ADJOURNMENT

a. Next meeting will be Thursday, March 28, 2024 at 10:00 a.m.

CITY OF DEADWOOD EVENT COMMITTEE

January 25, 2024

Roll Call:

The City of Deadwood Event Committee met Thursday January 25, 2024 in the Century Room in City Hall. Charlie Struble called the meeting to order at 10:00 a.m. Present were Charlie Struble, Randy Adler, Alex Hamann, Sarah Kryger, Louie LaLonde, Cory Shafer, Tom Riley, Bobby Rock, Rose Speirs, Lornie Stalder and Misty Trewhella.

Absent was Jim Lee and Michelle Fischer.

Approval Of Minutes

Minutes of the meetings on Thursday, December 28, 2023, were approved by Mrs. Speirs, second by Mrs. Kryger; motion carried unanimously.

Old Business:

1. The Horizon Vision Tour – June 26, 2024

Mrs. Kryger stated she has not heard anything from Venessa Osage with The Horizon Vision Tour. Mrs. Kryger moved to deny, second by Mr. Riley; motion carried unanimously.

New Business:

1. Summer Kick Off Concerts – May 24 - 25, 2024

Mr. Rock stated reoccurring event, requesting open container Zone 1 and 2, street closure of Deadwood Street and possible use of Siever Street. Mrs. Kryger moved to approve, second by Mr. Adler; motion carried unanimously.

2. Wednesday Night Summer Concert Series – March 29 through August 28, 2024

Mr. Rock stated reoccurring event, requesting open container in Zone 1 and 2 and street closure on Deadwood Street. Mrs. LaLonde moved to approve, second by Mrs. Kryger; motion carried unanimously.

3. Mickelson Trail Marathon – June 1-2, 2024

Emily Wheeler, WEM Inc., spoke about the event, requesting use of Sherman Street Lot, use of Event Complex parking area and use of trolley. Mrs. Kryger moved to approve, second by Mr. Rock; motion carried unanimously.

4. Wild Bill Days – June 13 - June 15, 2024

Mrs. Kryger stated reoccurring event with additional day for Dock Dogs on Thursday, requesting street closure, open container in Zone 1 and 2, waiver of banner and vending fees. Mr. Rock moved to approve, second by Mrs. LaLonde; motion carried unanimously.

5. WO Motorsports Arenacross & Freestyle Motocross Show – July 6, 2024.

Mrs. Kryger stated reoccurring event, requesting open container at Event Complex, use of Event Complex. Discussion was held concerning pyrotechnics and security. Mrs. Kryger moved to approve, second by Mr. Adler; motion carried unanimously.

6. Sturgis Bike Parking – July 28 through August 11, 2024

Mrs. Kryger stated reoccurring event, requesting use of Int. Lot, parking on Main Street. Mrs. LaLonde moved to approve, second by Mrs. Spiers; motion carried unanimously.

7. Kool Deadwood Nites – August 20 through August 25, 2024

Mrs. Kryger stated reoccurring event, requesting open container in Zone 1 and 2, street closure, parking on Main Street, waiver of banner and vending fees, and use of Int. Lot, Welcome Center and Event Complex. Mrs. Spiers moved to approve, second by Mr. Rock; motion carried unanimously.

Upcoming Events:

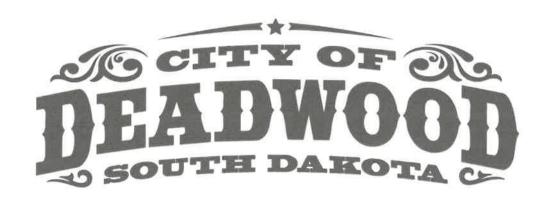
- **1.** Snocross January 26-27 Open container at Event Complex, use of Event Complex, waiver of fees.
- **2.** K9 Keg Pull January 27 open container in Zone 1 and 2, street closure.
- **3.** Winter's Fat Classic February 3 use of public property
- **4.** Mardi Gras February 9-10 open container in Zone 1 and 2, street closure, waiver of banner fees.

Open Discussion

1. Police Chief Shafer stated that Feeding South Dakota will be at the Welcome Center parking Lot due to Snocross on Friday, January 26.

Meeting Adjournment:

With no further business for the committee to consider, Mrs. Kryger moved, second by Mr. Rock to adjourn. The next Event Committee meeting will be **Thursday**, **February 29**, **2024** at **10:00** a.m.



Event Complex Rental and Use Agreement

Event: WO Motorsports Arenacross & Freestyle Motocross Show

Date: 07/06/2024

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

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

Table of Contents

Table of Contents

Topic
Table of Contents
Rental and Use Agreement
Contact information
Rental & Deposit Fee Schedule
Rental Rules and Regulations6-7
Insurance and Liability Overview
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)
Building Rental Rules
Event Complex Parking Requirements
Responsibilities to and of Concessionaire
Acknowledgement of Deadwood Codified Ordinances
Alcohol Policy
Liquor Liability Insurance
General Business within the Complex19
Signs and Banners
City Services and Equipment21-22
References23



Outdoor Event Complex Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Wo Motorsport	5	Arenacross & Freesty	Le Motocross Show
Contact Information:			
Name of Applicant:	Ca	1 m	
Name of Applicant:			
Business/Organization: WO Mo	toc	sports LLC	
Mailing Address: 3222 Wond	ler	land Dr	
City, State Zip: Rapid City			
Business Phone: 605 415			
Email Address: James & Co			
Dates Event Complex requested:			
Set up Date(s): 07/03/24 -	0	1/05/24 Hour(s): 6	an-5pm
Event Date(s): 07/06/24			
Clean-up Date(s): 07/01/24			
Approximate number of people who will	atte	nd:	
- 			Office use Only
I am applying to use the:	ſΧ.	Ticket Booth	Key#
(Please check property requested)	X	Main Grandstand Concession	Key#
	X	Crow's Nest	Key#
	X	Main Grandstand Restrooms	Key#
	×	VIP Grandstand	Key#
		Baseball Field(s)	Key#
	M	Baseball Field Restrooms	Kev#
	X	Arena and Corral Areas	
	X	Venue Seating	
	X	U	
		Pyrotechnics	
		Open Container	

Version 9 – September 5, 2023

Page 3

Deadwood Event Complex Rental and Use Agreement

Event Name: WO Motorsports Aren	across & Freestyle Moto Show
Compliance with Deadwood City Ordinances:	
Please review the City of Deadwood Ordinances located or www.cityofdeadwood.com or by calling (605) 578-2082.	the City of Deadwood website:
 Deadwood Codified Ordinance - Chapter 8.12 - Note of this ordinance could be grounds for reasonable. 	
2) Deadwood Codified Ordinance – Title 5 – Busines	s License. This ordinance may apply.
Additional contacts: Names & contact number of event representatives or sub-	-contractors (i.e. security, refuge, etc.):
Name: Badlands Security	Title: Security
	Representing:
Name: Depot Music Productions	Title: Sound
Phone:	Representing:
Name: McDirt Execution	Title: Dirt Work
Phone:	Representing:
Name: Black Hills Vactions	Title: Ticketing
Phone:	Representing:
Name:	Title:
Phone:	Representing:
Name:	Title:
Phone:	Representing:

Deadwood Event Complex Rental and Use Agreement

Renter Type:	or-Profit Private	☐ Non-Profit	Governmen	t
(Check One) Cate	egories above defined in the	e Complex Guidelines and	d Information Sheet	
lentai rees.	Event Complex Faciliti	es Parking L Only	ots	Baseball Fields Only
	\$35 / Hr.	\$25 / Hi	r.	\$25 / Hr.
Private	\$300 / Day	\$200 / Da	ay	\$100 / Day
	\$30 / Hr.	\$25 / Hr	r	No charge
Non-Profit	\$250 / Day	\$150/Da	ay	No charge
	\$75 / Hr.	\$65 / Hr		\$35 / Hr.
For Profit	\$500 / Day	\$500 / Da		\$300 / Day
	\$5007 Day	\$3007 D	ау	\$3007 Day
Government Agencies	No charge	No charg	ge	No charge
City reserv	Deposit must be received I es the right to bill for addit	tional fees if damages en or All Keys) (Refundable)	e approved. xceed deposit amou : \$100.00	
ees		est to Waive	Refundable Depo	sits .
vent Complex Facilities	\$ Com	plex Fees	Key Deposit	\$
aseball Fields	\$	1	Damage Deposit	\$
arking Lots	\$	1	Total Deposits	\$ 0
leaning/Trash Removal	\$	Í	Total Deposits	<u> </u>
treaming	\$	1		
otal Fees	\$0	•		
	cks to the City of Deadwood	d (one check for event an	d one check for dep	
				osits)
Organization: WO	Mutorsport	to LLC		osits)
Organization: WO		Title:	owner/	

Version 9 – September 5, 2023

3

Page 5

Acknowledgement of Use Rules and Regulations

1.	amenities during the time of usage, including any time rented for set-up and clean-up. A damaged beyond normal wear and tear may be replaced or repaired at the option Deadwood at the user's expense. Liability will be the actual repair or replacement cost be limited to the damage & cleaning denosit	ny property n of City of
2.	In the event there is damage to the Event Complex or its amenities, City of Deader appointed agent will notify the undersigned user of the nature and extent of the dame Deadwood will provide an appraisal of the repair or replacement within 30 days of Refund will be discussed at the next event committee meeting, which is the last Thursmonth. If approved, refund will be issued after the City Commission meeting on the Monday of each month. The user will be billed for any amount that exceeds the damage of the complex of the compl	f the event. day of each e 1 st or 3 rd
	deposit.	Initials JL
3.	The user agrees to leave the building and grounds in as good or better condition at the event. Any additional clean-up required after the event will be billed to the user at a ra \$100.00 per hour per person required to perform the work.	
		Initi al s
4.	A concessionaire is provided for approved special events at the Deadwood Event Compthe size of the event and the needs of the event organizer. The concessionaire has a guaramount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the is requested by the Event Organizer. If the event does not produce the two hundred and dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire dollar amount shall be paid to the Concessionaire if events are canceled with of the event as the concessionaire has at that point prepared for the event taking place is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed.	ranteed dolla he concession nd fifty (\$250 ssionaire. The ithin 72 hour e. If the even
	hundred and fifty (\$250.00) dollars per day.	Initials <u>JL</u>
5-	The user is responsible for removal of trash and placing in a dedicated area. All trash mu	st be
	bagged.	Initials <u>JL</u>
5.	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 all roam the Event Complex or enter other buildings.	owed to
	A person in charge must keep the guests off the Football Field unless granted permi from the Deadwood City Commission for the event.	ssion to use
	Smoking on City property, including the Event Complex, is prohibited except in desig No person shall smoke or carry any lighted smoking instrument, any cigar, cigar electronic cigarette on any City property.	

Ve	reinn	9 – Sentember 5 2023 Page 7
		Non-Profits may be available to assist. If hiring a contractor, contractor must have proof of e and contractor's license.
		Initials <u>SC</u>
		Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.
		Event representatives are responsible for cleaning restrooms after the event (if used).
		Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
7.	Out	tdoor/Animal Events: (Check Acknowledgement)
		the problem. If the problem occurs during business hours (7am-4pm M-F) contact the Deadwood Public Works Department at (605) 578-3082. **Initials** **Init
		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
		In case of an emergency, such as a fire, dial 911. In the case of a <u>non-emergency</u> , the Deadwood Police Department number is (605) 578-2623 and the Deadwood Fire Department number is (605) 578-1212.
		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.
		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.
		All exits cannot be blocked during the event.
		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.
		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.
		The event representative understands and agrees to immediately pay for any damage or cleaning that exceeds the deposit amount.
		All vehicles must be parked in designated parking areas. No vehicles are to be parked in the Fire Lanes surrounding the buildings.
		A person in charge will not allow anyone to interfere with the fire alarm system.
		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.

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: Wo Motorsports	LLC
Name: James Carter	Title: Owner / promoter
Signature:	Date: 01/16/24

Event Sponsor – Release and Indemnification Agreement

ara	consideration for being permitted to engage in the following special event activities on Experty (describe in detail): Motocross Racing & Freestyle Motocross show	Deadwood
 Spe	ecial Events Holder hereby acknowledges, represents, and agrees as follows:	
Α.	We understand that the above described activities may be dangerous and do or may injury, loss of damage to us and/or third parties. We further acknowledge that such ris but not be limited to bodily injury, personal injury, sickness, disease, death, and property to arising from the following circumstances, among others:	ks may include
_		Initials <u></u>
В.	If required by this paragraph, we agree to require each participant in our special even RELEASE AND INDEMNIFICATION AGREEMENT for ourselves and for Deadwood, on a by Deadwood. Contact Deadwood Parks, Recreations and Events Director for determ 578-2082.	form approved
	Participant Release and Indemnification required? YESNO	Initials <u>SC</u>
C.	We agree to procure, keep in force, and pay for special event insurance coverage, fro acceptable to Deadwood, for the duration of the above described activities.	m an insurer Initials <u></u>
D.	By signing this RELEASE AND INDEMIFICATION AGREEMENT , we hereby expressly asserisk of injury, loss or damage to us or any other related third party arising out of or in related to the above described activities, whether or not caused by the act, omission, other fault of Deadwood, its officers, its employees, or by any other cause.	sume all such any way
		•
	ersion 9 – September 5, 2023	Page 10

E.	By signing this RELEASE AND INDEMIFICATION AGREEEMENT , 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 <u>JC</u>
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 1
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 <u>JC</u>
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 <u>JC</u>
eve au' Org	WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special ents holder, acting by and through the undersigned, who represents that he or she is properly thorized to bind the Special Events Holder hereto. Ganization: WO Motorsports LL

Page 11

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

By m assur	ny signature below, I acknowledge that I am aware of, appreciat ume the risks involved in participating in:	te the character of, and voluntarily	
By m	my signature below, on behalf of myself, my heirs, next of kin, s sonal representatives, and agents, I hereby:	successors in interest, assigns,	
1.	Waive any claim or cause of action against and release from officers, employees, and agents for any liability for injuries from my participation in the activity listed above;	m liability the City of Deadwood, its to my person or property resulting	
2.	Agree to indemnify and hold harmless the City of Deadwood, its officers, employees and agent 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.		
Cons subs assu relea Nam Add	Rapid City 35 57702	nderstand that I have given up ntarily without any inducement,	
JIB11	nature.		

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

By our volunta	signatures below, we acknowledge that v arily assume the risks involved in participa	ve are aware of, appreciate the character of, and ating:
By our person	signatures below, on behalf of ourselves, nal representatives, and agents, we hereb	our heirs, next of kin, successors in interest, assigns,
1.	officers, employees, and agents for any participation in the activity listed above	
2.	for any claims, causes of action, or liabi activity listed above;	he City of Deadwood, its officers, employees, and agents lity to any other person arising from participation in the
3.	Consent to receive any medical treatme listed above; and	nt deemed advisable during participation in the activity
4.	Acknowledge that we are signing below the minor child named below.	as a minor child and as the parent or legal guardian of
Conse substa assura releas	nt to Medical Treatment, and fully unde antial rights by signing it, and have signe ance, or guarantee being made to me and se of liability to the greatest extend allow	
		Date of Birth:
Addre	ess:	
Signat		Date:
Guard	lian's Name:	Date of Birth:
Addre	ess:	
Signat	ture:	Date:
Version	on 9 – September 5, 2023	Page 13

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: WO Motorsports	LLC	
Name: Sames Carter	Title:_	Owner / Promoter
Signature:	Date:	01/16/24

Event Complex Parking Requirements

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

The following rules are in force:

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

Additional Notes:

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

I have read and understand these rules.					
Title: Owner Promoter					
Date: 01/16/24					

Responsibilities to and of the Concessionaire

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

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

I have read and understand the responsib rental agreement and the use of the Dea	oilities to and of the concessionaire as they relate to the downood Event Complex.
Organization:	
Name:	Title:
Signature:	Date:
	Page 16

Version 9 - September 5, 2023

Page 16

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: Wo Motorspor	to LLC
Name: James Carter	Title: owner/promoter
Signature:	
Dates/Times Alcohol will be served: 07/06	/24 5pm - 10pm
A 181	1 1 2 2 2 4
Business name who will be serving:Cadill	
	Page 1

Version 9 - September 5, 2023

Liquor Liability Insurance

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

General Business within the Event Complex

1. !		
	If you will be selling any items (tangible personal proper South Dakota Sales Tax Licenses. For information on sale South Dakota Department of Revenue Office 445 East Capitol Ave Pierre, SD 57501-3185 (605) 773-3311	ty), you and vendors must present a copy of es tax licensing contact the following:
	(003) 773-3311	Initials <u>\lambda</u>
\ 	If vendors are intended to be used during an approved of vendors shall comply with Chapter 5.28 of the Deadwood included within the guidelines and information packet for limited to designated areas (as indicated on the Event Co- unless otherwise approved by the Deadwood City Communderstand the laws related to general business and ventiles.	od Codified Ordinances. This Ordinance is or reference. In addition, vendors will be omplex site plan) within the Event Complex mission. As the event organizer you
	As the event organizer and the renter of the Event Comproposed business activities (vendors or the event itself) we concession facility and the concessionaire provided through	vill not compete with products sold from the
•	The user acknowledges the City of Deadwood has contra concession spaces within the Deadwood Event Complex. concessionaire and the concession space have been proviorganizer/user of the Event Complex.	The responsibilities in regards to the ded and are understood by the event
		Initials <u>J C</u>
Orga	anization: Wo Motorsports LLC ne: James Carter	The Olympe Permonter
	ne: Sames Carter	Title: <u>OWNC/Pronote</u> Date: <u>OF/16/24</u>

Event Complex Sign and Banner Policy

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

Name: Sames Cowfor Title: Owner/Pronofor

Date: 01/16/24

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

Public Works Department

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

Arena prep work including:

- Additional Grading, scarifying, compacting the Arena Surface after set-up of the event
- o 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:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

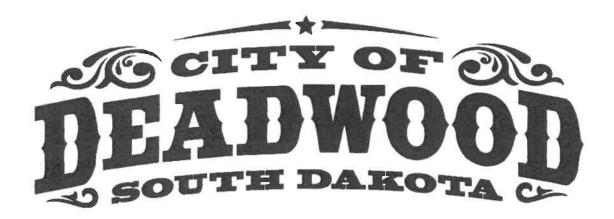
- Traffic Control Any traffic control assistance beyond what is provided with the use of the facility
- Security Services Security services shall be a request to the Chief of Police and the availability
 of personnel may prohibit this service from being provided.

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: WO Motorsports LCC	
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: WO MOTOSPOCTS CCC Name: Signature: Date: OI/IG/R4 Daytime Phone Number: 605 415 2371 Date of your Event(s): O7/06/24 Group/Event Name: WO Motosports Arenacrass Race Freestyle Motocross S Version 9 – September 5, 2023	e



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

Kenney's Custom Props, LLC

Instructions:

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

EVENT INFORMATION

□Run	□Walk	☐Bike Tour	☐Bike Race	□Parade	□Concert □		
☐Street Fair	□Triathlon	Other					
Event Title: Black Hills Redemption Event Date(s): 06/21/24 - 06/23/24 Total Anticipated Attendance: 10,000 (month, day, year)							
Event Date(s):		Total	Anticipated Attend	dance: 10,000			
(m	onth, day, year,	(# of Participa	nts	# of Spectator	s)		
Actual Event Hours: (fro	m: _10:00	^	M / PM (to): 10:	00	AM / PM		
Location / Staging Area:	Main St from W	all to Deadwoo	od; Outlaw Park	& Info/Visitor C	enter Parking lot.		
Set up/assembly/constru	uction 06/20/24		Start time:10;	00AM	AM / PM		
Please describe the scop Red Dead Redemption	e of your setup / a 2. This is to includ	ssembly work (s	pecific details): Rename and cover wago	eplica of campsi n. Civil war tents	te from video game with accents to		
address the time period	. The location for t	he camp is the (Outlaw Square Par	rk.			
Dismantle Date: 06/23/	24	Com	oletion time: clos	ing or 10 PM	AM / PM		
List any street(s) requirir and time of re-opening:	ng closure as a resu Main St from Wall to	ult of this event. Deadwood. 10AM	Include street nar to 10PM 06/21/24 -	me(s), day, date 08/23/24	and <u>time</u> of closing		
Any request invents of Deadw	olving 25 or less mot	or vehicles will util	ize Deadwood Stree	t and will be barrica	ded at both		
	olving 25-50 motor v	ehicles (not includ	ing motorcycles) - w	III park on the north	side of Main		
	ill not require street olving 50 or more ve		ld raquire an entire	etroot elocura Eron	Mall Street to		
	d security must be pr						
> Additional secu	rity maybe required	at the discretion o	the Event Committe	e.			
OPEN CONTAINER							
https://www.cityofdeadwood.com/planning/page/special-event-open-container-							
information-and-maps							
Date:							
Date:							
Date:							
Date:	Times:		Zone:				

APPLICANT AND SPONSORING ORGANIZATION INFORMATION Commercial (for profit) Noncommercial (nonprofit) Sponsoring Organization: Kenney's Custom Props, LLC Chief Officer of Organization (NAME): Kenneth J. Palkow Applicant (NAME): Kenneth J. Palkow Business Phone: (610 509-4030 Address: 2512 Wilshire Boulevard; Santa Monica, CA 90403 (zip code) (city) (state) Evening Phone: (610) 509-4030 Daytime phone: (610 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: ____ Kenneth J. Palkow Address: 2512 Wilshire Boulevard; Santa Monica, CA 90403 (state) (zip code) Pager/Cell #: 610-509-4030 Contact person "on site" day of event or facility use (Note: This person must be in attendance for the duration of the event and immediately available to city officials) Attach a written communication from the Chief Officer of the organization which authorizes REQUIRED: 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 冈 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): General admission to the autograph area is \$30 for a day pass, \$70 for a 3 day pass, \$145 for VIP pass, and \$40 for guest panel with Q&A.

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 Red Dead Redemption video game themed event. It is to create a physical and interactive connection for cosplayers of this game. The game is based on the outlaws of the Van Der Linde gang. I intend to recreate their campsite from the game in your Outlaw Park. There will be Civil War tents in the camp where T-shirts and memorabilia will be sold. I intend to have a chuck wagon and covered wagon there for visual aesthetics. The campsite will be available to the general public. I intend to have a native American dance company perform on Main st. I will also have Hollywood gunslinger Joey Dillon perform on Main st throughout the weekend. 4 shows a day. I will have 20 actors available for autographs. Autograph sessions will be held on the second floor of Saloon #10. I intend to reach out to your stagecoach company to see if they could have rides available throughout the weekend. I will be asking for the assistance of Deadwood Alive to participate in the event. It is my intention to help promote Deadwood during the event. I am having a fast draw competition and the location of setup is TBD with coordination with the City of Deadwood. My thoughts for a possible location was the parking lot of the info/visitor center. I would also like tc ask the city if I can rename some buildings to reflect those in the game.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED) NO YES Does the event involve the sale or use of alcoholic beverages? If YES, please proved your liquor \mathbf{x} П liability insurance information to the last page of this application. Will Items or services be sold at the event? If YES, please describe: × Event t-shirts and memorabilia. M 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. X 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:

A	Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.
>	Food Concession and / or Food Preparation Area(s). Please describe how food will be served at the event: N/A
	If you intend to cook food in the event area, please specify the method to be used:
	GAS ELECTRIC CHARCOAL OTHER(SPEC)FY):
×	First Aid Facilities and Ambulance locations.
A	Tables and Chairs.
>	Fencing, Barriers and / or Barricades.
>	Generator Locations and / or Source of Electricity.
>	Canopies or Tent Locations.
>	Booths, Exhibits, Displays or Enclosures.
>	Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
>	Vehicles and / or Trailers.
>	Trash Containers and Dumpsters.
	(NOTE): You must properly dispose of waste and garbage throughout the term of your event and
	immediately upon conclusion of the event, the area must be returned to a clean condition. Number of trash cans: N/A Trash Containers w / lids: N/A
	Number of trash cans: N/A Trash Containers w / lids: N/A
	Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: Event will be contained to the Saloon no.10. Outlaw
	Square Park, and the information center parking lot. Those
	Areas will be maintained and left as received from city.
	Other Related Event Components not covered above.

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both crowd control and Internal Security: I'm looking at hiring some of the local PD officers to work the event in addition I'm

loo	ne or i king a	t bringing some of the	Tombstone Ariz	zona Ran	gers.
Please Will	describe y Utilize	our Accessibility Plan for access at your or the City's existing disa	event by individuals with di IDIIITIES ACCESSI	sabilitles: All i bility intra	areas structure
		the applicant's responsibility to comply pplicable to this event.	with all City, County, State	e and Federal Dis	sability Access
NO Securi	YEŞ	Have you hired any Professional Secuevent? If YES, please list: ation: Arizona Rangers	irity organization to handle	e security arrang	ements for this
		ation Address: Tombstone. A			
Secur	ry Organiz	ation Address.	(city)	(state)	(zip code)
Securit	v Director (Name): Lisa Penny	Business of	one: 520-48	88-5201
	X	Is this a night event? If YES, please stat to ensure the safety of the participants			
Plea		what arrangements you have made for posterAmbulance(s) – How prov			•
		erEmergency Medical Techn			Hospital
prop bein whic	erty locate g sought a h results f	ecifically acknowledges and agrees that ed in or stored in or upon DEADWOOD' nd that DEADWOOD shall not be respon- rom any cause or reason with regard to p D's property pursuant to approval of the Acknowle	s property pursuant to the sible for any damage or los personal property owned b	e activity for wh s to or of APPLIC by APPLICANT st al is being sough	nich approval is ANT's property ored or located
DEA	DWOOD m	rees to hold DEADWOOD harmless and light have to pay to any person as a resu IT's use of the City property pursuant to Acknowledg	ilt of property damage, pe	rsonal injury or owners which approval	death resulting
Adop	ted June :	1, 2023			

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

	-					
	E	NTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES				
0 <u> </u>	YES	Are there any musical entertainment features related to your event or facilities rental? If You please state the number of bands and type of music.				
umb	er of Stag	es: Number of Bands:				
уре о	f Music:					
×		Will sound amplification be used? If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM				
х		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:				
X		Will any fireworks, rockets or other pyrotechnics be used? If YES, please attach a copy of you 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:				
		reflect businesses from the video game.				
		PROMOTION / ADVERTISING / MARKETING / INTERNET				
		INFORMATION				
10	YES ×	Will this event be promoted, advertised or marketed in any manner? If YES, please describe: Event website and social media accounts as well as attending actor's social media accounts.				
¥ 10	YES	Will there be any live media coverage during your event? If YES, please explain:				
tefer a	all event p : Kenneti	oublic inquiries and / or media inquiries for this event to: a. J. Palkow PHONE: 610-509-4030				

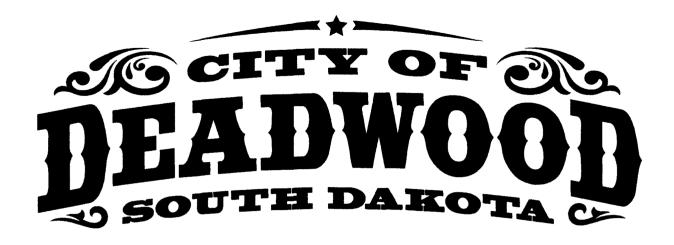
Adopted June 1, 2023

33

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: American Zurich	Insuran	ce Compan	ν
Agent's Name: Neil Benton Arts & Enterta	ainment		
Agent's Name: Neil Benton Arts & Enterta Business Phone: (855) 624-2787 Policy Number: S	XS593	298 Policy Type:	en Lib
Address: 2512 Wilshire Boulevard; Santa Monica, CA 90403			
	(city)	(state)	(zip code)
For final permit approval, you will need commercial get Deadwood, its officers, employees and agents" as an addition for the duration of the event. To determine the amount of Finance Office at (605) 578-2600 – Fax # (605) 578-2084.	nal insured. In	surance coverage mi	ust be maintained
The City must be named as an "additional insured." Pleasinsurance certificate to: <u>City of Deadwood, Finance Office, 1</u>		·	
AFFIDAVIT OF A	PPLICAN	Ť	
Advance Cancellation Notice Required: If this event is can Otherwise, City personnel and equipment may be needlessly		y the Deadwood Po	lice Department.
I certify that the information in the foregoing application is belief and that I have read, understand and agree to abide b Special Event and I understand that this application is made the City Commission of Deadwood. I agree to abide by the organization, am also authorized to commit that organizatio for any cost and fees that may be incurred by or on behalf or	y the rules an subject to the se rules and f n, and therefo	d regulations governer rules and regulation wither certify that I gore agree to be finar	ning the proposed ons established by , on behalf of the ncially responsible
Name of Applicant (PRINT) Kenneth J. Palkov (Signature of Applicant/Sponsoring Organization)		tle: Produce	



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

FARMERS MARKET FRIDAYS Beginning June 21 through September 20

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).

Updated April 4, 2022

EVENT INFORMATION

Type of Event: Run Street Fair	☐ Walk ☐ Triathlon .RMERS MARK	☐ Bike Tou ☐ Other ET ERIDAYS		ike Race	Parade	Concert
Event Title:	Fridays, Jun 21	- Sep 20			Varies	
	, , , ,		(# of <u>Participants</u>	70	# of <u>Specta</u>	tors
Actual Event Ho	4pn ours: (from):		AM /	PM (to):		AM / PM
	ing Area: <u>Gordo</u> y/construction Da					AM / PM
	the scope of you unload, move t	•		•		
Dismantle Date	Fridays, Jun 21 :	- Sep 20	Completion	8pm time:		AM / PM
List any street(s and time of re- N/A		e as a result of	this event. Incluc	le <u>street nam</u>	ne(s), <u>day</u> , <u>date</u> a	and <u>time</u> of closing
Deadw Any rec which v Any rec Street a	ood Street. quest involving 25-5 vill not require stre quest involving 50 c	50 motor vehicles et closure. or more vehicles (e provided at Shi	(not inciuding mot which would requi ne Street and Main	orcycles) - will re an entire str Street and Wa	park on the north reet closure From Ill Street and Main	ded at both ends of side of Main Street, Wall Street to Shine Street to direct traffic.
A ☐ Commercia	PPLICANT A	ND SPONSO	ORING ORGA	ANIZATIO		ATION ercial (nonprofit)
Sponsoring Orga	anization: MSLC	esian				
	Organization (NA Vicki Dar	ME): <u>Kevin Ku</u>	chenbecker			79-1992
	IE): Sherman St		Deadwood	Business Pho	one: () SD	57732
Address: Daytime phone:	509 879-19		(ci 509 ing Phone: (ty) 879-1992 _)	(state) Fax #: ((zip code)
			-	vider hired by	y you that is auth	norized to work on

Updated April 4, 2022 2

your behalf to produce this event.

N	N ame:	/A		<u> </u>	
Ad	ddress:				
	,,	Vicki Dar	(city)		(zip code) 379-1992
		a site" day of event or facility useon must be in attendance for the duration o			
REQUIRED	<u>)</u> :	Attach a written communication from the applicant or professional event organizer t			
		FEES / PROCEEDS	/ REPORTING		
NO	YES	Is your organization a "Tax Exempt, nonp your IRS 501C Tax Exemption Letter to this certifying your current tax exempt, nonpro	s Special Event Permit		
V		Are admission, entry, vendor or participan and provide amount(s).:	t fees required? If YES	i, please explai	n the purpose

OVERALL EVENT DESCRIPTION: ROUTE MAP / SITE DIAGRAM / SANITATION

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

Farmers Market.

Fridays beginning June 21 through September 20, 2024.

Gordon Park.

Request to waive Vendor fees and Vendor signage.

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

Each week a variety of local non-profits organizations will promote their programs.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

NO	YES	Does the event involve the sale or use of alcoholic beverages? If YES , please provide your liquor liability insurance information to the last page of this application.
		Will items or services be sold at the event? If YES, please describe:
NO	YES	Does this event involve a moving route of any kind along streets, sidewalks or highways? If YES attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.
		Does this event involve a fixed venue site? If YES , attach a detailed site map showing all streets impacted by the event.
		e route map required above, please attach a diagram showing the overall lay-out and set-up following items:
>	Alcoholi	ic and Non-alcoholic Concession and / or Beer Garden Areas.
>	Food Co	Procession and / or Food Preparation Area(s). Please describe how food will be served at the event: Premade baked goods are displayed, sold and packaged. Premade walking taco meat and/or hot dogs will be kept in a crock pot, sold & compiled.
		If you intend to cook food in the event area, please specify the method to be used:
i		GAS ELECTRIC CHARCOAL OTHER (specify):
>	First Aid	Facilities and Ambulance locations.
>	Tables a	nd Chairs.
>	Fencing	, Barriers and / or Barricades.
>	Generat	or Locations and / or Source of Electricity.
>	Canopie	es or Tent Locations.
>	Booths,	Exhibits, Displays or Enclosures.
>	Scaffold	ing, Bleachers, Platforms, Stages, Grandstands or Related Structures.
>	Vehicles	and / or Trailers.
>	Trash Co	ontainers and Dumpsters.

 $(\underline{\mathsf{NOTE}})$: 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.

		sh Containers w / lids: 0		
Describe your plan for cle Vendors carry away an	·		and after the event or use of f	acility:
Other Related Ev	rent Components not c	overed above.		
	SAFETY / S	ECURITY / ACCESSI	BILITY	
Please describe your proc NA	edures for both Crowd	Control and Internal Secu	rity:	
Please describe your Acce Paths are kept open.	essibility Plan for access	s at your event by individua	als with disabilities:	
REQUIRED: It is the appli Requirements applicable	•	o comply with all City, Cou	nty, State and Federal Disabi	lity Access
	ou hired any Profession If YES , please list:	al Security organization to	handle security arrangement	s for this
Security Organization:				
Security Organization Add	dress:			
(city)			(zip code)	
Security Director (Name): _		Business phone:	(zip code)	
		please state how the event	and surrounding area will be	illuminated
Please indicate what arra	ngements you have ma	ade for providing First Aid !	Staffing and Equipment?	
Number 0	Ambulance(s) – Ho	ow provided?		
Number <u>0</u>	Emergency Medica	al Technicians – How provi	ded?	

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: VD_____

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: VD_____

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: Farmers Market page, Chamber and City News

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO	YES	
		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.
Num	nber of Stag	es: N/A Number of Bands:
Туре	of Music:	
		Will sound amplification be used? If YES , please indicate: Start Time:AM / PM — Finish Time:AM / PM
		Will sound checks be conducted prior to the event? If YES, please indicate: Start Time:AM / PM – Finish Time:AM / PM
		Please describe the sound equipment that will be used for your event:
•		Will any fireworks, rockets or other pyrotechnics be used? If YES , please attach a copy of your permit (issued by the State Fire Marshall's office) to this application.
П		Will any signs, banners, decorations or special lighting be used? If YES, please describe:

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO	YES								
	Will this event be promoted, advertised or marketed in any manner? If YES, please describe: Social Media, City and Chamber News								
		Will there be any live media coverage during your event? If	YES, ple	ease explai	n:				
		Applicant acknowledges and agrees to allow the City to public referral telephone numbers on the internet in conjunction win the City of Deadwood. If you have a home page and wan provide the Internet address for your homepage: www.deadwoodfarmersmarket.org	vith the	Calendar o	of Upcoming Events				
V	icki Da			509-879-	1992				
		INSURANCE REQUIREMENTS	5						
REQUIRE) : Insu	rance for your event will be required before final permit appro	oval.						
Name of I	nsuran	ce Company: Agent's N	ame:		····				
Business P	hone:	Policy Number:		_ Policy Ty	pe:				
Address:									
		(city)		(state)	(zip code)				

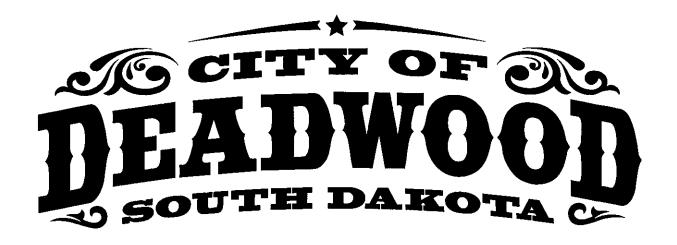
For final permit approval, you will need commercial general liability insurance that names "the City of Deadwood, its officers, employees and agents" as an additional insured. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary,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

Updated April 4, 2022

LIQUOR LIABILITY INSURANCE

REQUIRED: This insurance coverage is required if you are planning facilities rental.	ng to sell alcoholic beverages at your event or
Name of Insurance Company:	Agent's Name:
Business Phone: Policy Number:	Policy Type:
Address:	
Please obtain the required insurance and mail an original insurar Office, 102 Sherman Street, Deadwood, SD 57732.	(city) (state) (zip code) nce certificate to: City of Deadwood, Finance
AFFIDAVIT OF APP	LICANT
ADVANCE CANCELLATION NOTICE REQUIRED: If this event is cand Otherwise, City personnel and equipment may be needlessly dispart certify that the information in the foregoing application is true	ched.
belief and that I have read, understand and agree to abide by the Special Event and I understand that this application is made subjective City Commission of Deadwood. I agree to abide by these rule brganization, am also authorized to commit that organization, and any cost and fees that may be incurred by or on behalf of the Event	e rules and regulations governing the proposed it to the rules and regulations established by the s and further certify that I, on behalf of the therefore agree to be financially responsible for
Name of Applicant (PRINT):	
Signature of Applicant / Sponsoring Organization)	(Signature of Professional Event Organizer or Renter of City-owned Facilities)



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

South Dakota Game Fish and Parks (Summer Trek)

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).

STORY VANCOUS PROPERTY STORY		ern, n.e. of the light (15% deplotes upon hyper Benediglick), has no empressed upon			
		EVEN	IT INFORMATION		
Type of Run Stre	☐ Walk	■ Bike Tour	☐ Bike Race	Parade	Concert
Event Ti	itle:	me Fish and Pa	rks (Summer Trek)		
	ate(s): June 21,22,23 (month, day,		<u>Total</u> Anticipated At	tendance: 160	
		(#	of <u>Participants</u> 150	# of Spect	ators 10
Actual E	event Hours: (from): Deady	0am wood Mickelson): <u>4:00pm</u>	AM/PM
Location	n / Staging Area:				
Set up/	assembly/construction Da	ute:	Start T	ime: 6:00 am	AM / PM
	lescribe the scope of you articipants will park an	• •			
Dismant	tle Date:		Completion time: _	4:00pm	AM / PM
	street(s) requiring closu e of re-opening:	re as a result of th	nis event. Include <u>street</u>	: name(s), day, date	and <u>time</u> of closing
A A	Deadwood Street. Any request involving 25-	50 motor vehicles (ı	es will utilize Deadwood St not including motorcycles)		
> >	Street and security must be	or more vehicles (w be provided at Shine	rhich would require an ent e Street and Main Street ar ccretion of the Event Comr	nd Wall Street and Mai	

APPLICANT AND SPONSORING ORGANIZATION INFORMATION Commercial (for profit) ■ Noncommercia! (nonprofit) South Dakota Game Fish and Parks Sponsoring Organization: Shannon Percy Chief Officer of Organization (NAME): _ Applicant (NAME): Shannon Percy 584-3896 605 Business Phone: (Address: 11361 Nevada Gulch Rd 57754 Lead SD (city) (state) (zip code) _Evening Phone: (605) 6413540 Daytime phone: (605) 584-3896 _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.

Na	ame: _				
Ac	ldress:				
			(city)	(state)	(zip code)
		site" day of event or facility use			
(<u>Note</u> : Thi	s perso	on must be in attendance for the dura	tion of the event and	immediately availab	le to city officials)
<u>REQUIRED</u>	:	Attach a written communication fro applicant or professional event organ		-	
		FEES / PROCE	EDS / REPORTI	NG	7
NO	YES	Is your organization a "Tax Exempt,	nonnrofit" organizat	ion? If VFS you mus	t attach a conv of
Ш	Ľ	your IRS 501C Tax Exemption Letter certifying your current tax exempt, n	to this Special Event I		
	V	Are admission, entry, vendor or partiand provide amount(s).:	icipant fees required?	If YES, please explain	n the purpose
		Riders pay a \$200 registration fee	•		

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:

Riders board busses at 6am and are hauled to Rochford. Participants ride the Mickelson trail from Rochford and finish in Deadwood at the trailhead.

ÛΛ	EKAL	LEVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)
NO	YES	Does the event involve the sale or use of alcoholic beverages? If YES , please provide your liquor liability insurance information to the last page of this application.
■		Will items or services be sold at the event? If YES , please describe:
NO ■	YES	Does this event involve a moving route of any kind along streets, sidewalks or highways? If YES attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.
	■	Does this event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.
		e route map required above, please attach a diagram showing the overall lay-out and set-up following items:
>	Alcoholi	ic and Non-alcoholic Concession and / or Beer Garden Areas.
>	Food Co	encession 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 a	nd Chairs.
>	Fencing	, Barriers and / or Barricades.
>	Generat	or Locations and / or Source of Electricity.
>	Canopie	es or Tent Locations.
۶	Booths,	Exhibits, Displays or Enclosures.
>	Scaffold	ing, Bleachers, Platforms, Stages, Grandstands or Related Structures.
>	Vehicles	and / or Trailers.
>	Trash Co	ontainers and Dumpsters.
(NOTE)	: You mus	st properly dispose of waste and garbage throughout the term of your event and immediately

Updated April 4, 2022

upon conclusion of the event, the area must be returned to a clean condition.

Number of trash cans: 0 Trash Containers w / lids: 0 Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: N/A	
> Other Related Event Components not covered above.	
SAFETY / SECURITY / ACCESSIBILITY	
Please describe your procedures for both Crowd Control and Internal Security : N/A	
Please describe your Accessibility Plan for access at your event by individuals with disabilities: N/A	
REQUIRED: It is the applicant's responsibility to comply with all City, County, State and Federal Disability Access Requirements applicable to this event.	s
NO YES Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:	
Security Organization:	
Security Organization Address:	
(city) (state) (zip code)	
Security Director (Name):Business phone:	
Is this a night event? If YES , please state how the event and surrounding area will be illuminat to ensure the safety of the participants and spectators:	ed
Please indicate what arrangements you have made for providing First Aid Staffing and Equipment?	
NumberAmbulance(s) – How provided?	
NumberEmergency 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: SP

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: SP

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: Event will stay confined to the trailhead parking lot.

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

Will sound checks be conducted prior to the event?

П

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

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

If YES, please indicate: Start Time: AM / PM - Finish Time: ____AM / PM

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

■ Will any signs, banners, decorations or special lighting be used? If YES, please describe:

PROM	ОТІО	N/ADVE	RTISING	/ MAF	KETING	/ INTERN	ET INF	ORMAT	ION 🦭	
NO	YES									
		Will this eve	nt be promo	oted, adv	ertised or ma	arketed in ar	y mannei	r? If YES , p	olease desc	cribe:
		Will there be	any live m	edia cove	rage during y	our event?	If YES , pl	ease expla	in:	
		Applicant ac referral telep in the City of provide the	phone num f Deadwood	bers on th d. If you h	ne internet ir nave a home	conjunction page and w	n with the	Calendar	of Upcomi	ng Events
	Shanne	ublic inquiries on Percy		·			PHONE:	605-641	-3540	
17.18.17.2	1		ins	SURAN	CE REQU	IREMEN	TS 🌬 🗸			V
REQUIRE	D : Insu	rance for your	r event will l	be require	ed before fin	al permit ap _l	oroval.			
Name of	Insurar	ice Company:	State of S	South Da	kota	Agent's	Name: _			
Business f	Phone:			Polic	/ Number: _			Policy Ty	/pe:	
Address:						(city		(state)	(zip coc	 de)
		approval, you ployees and a			_	•			•	•

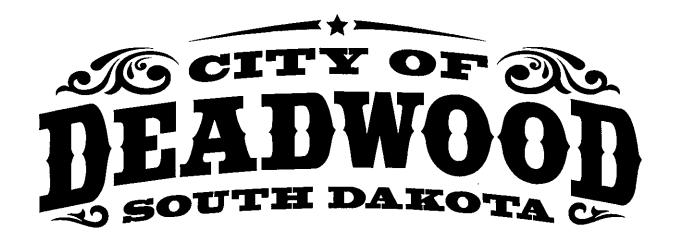
The City must be named as an "additional insured." Please obtain the required insurance and mail an original insurance certificate to: <u>City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732</u>.

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.

LIQUOR LIABILITY INSURANCE

	IQUUIT LIABILITI II II I II I II II II II II II II II	direct and contract of the least		
REQUIRED: This insurance coverage i facilities rental.	s required if you are planning to	sell alcoho	ic beverage	s at your event or
NI/A				
Name of Insurance Company: N/A	A ===	at's Names		
Name of insurance Company:	AgerAger	nt's Name: _		
Business Phone:	Policy Number:		Policy Ty	pe:
Address:				
	(city)	(state)	(zip code)
Please obtain the required insurance	and mail an original insurance c	ertificate to	: City of D	eadwood. Finance
Office, 102 Sherman Street, Deadwood	=			
Office, 102 Silerman Street, Deadwood	Ju, 3D 37732 .			
		n no transcription		
Li la de la compania de la compania de la A	FFIDAVIT OF APPLIC	CANT		
		CONTRACTOR OF THE PROPERTY OF	ACCUSED WARRIED WAR AND ADDRESS.	
ADVANCE CANCELLATION NOTICE RE Otherwise, City personnel and equipm			Deadwood	Police Department.
I certify that the information in the belief and that I have read, understa Special Event and I understand that the City Commission of Deadwood. I agorganization, am also authorized to company cost and fees that may be incurred.	nd and agree to abide by the rule his application is made subject to gree to abide by these rules an Dommit that organization, and ther	es and regu the rules an d further c efore agree	lations gove d regulatior ertify that to be finance	erning the proposed as established by the I, on behalf of the
Name of Applicant (PRINT):	n Percy Date: 1-24 ganization)	Title:	District Su	pervisor ————————
The less	Date:	6- 07		
(Signature of Applicant / Sponsoring Or	ganization)	(Signati	are of Profess	sional Event Organizer
// /		or Rei	nter of City-	owned Facilities)
		OI INCI	itel of city t	o milea i dellicies j



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

South Dakota Game Fish and Parks (Fall Trek)

Instructions:

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

EVENT INFORMATION							
Type of Event: Run Walk Bike Tour Bike Race Parade Concert Street Fair Triathlon Other							
Event Title:South Dakota Game Fish and Parks (Fall Trek)							
Event Date(s): September 20,21,22 Total Anticipated Attendance: 660							
(# of <u>Participants</u> 650 # of <u>Spectators</u> 10							
Actual Event Hours: (from): 6:00am AM / PM (to): 4:00pm AM / PM							
Deadwood Mickelson Trail Trailhead Location / Staging Area:							
Set up/assembly/construction Date: September 22 Start Time: 6:00 am AM / PM							
Please describe the scope of your setup / assembly work (specific details): Trail participants will park and board busses to be hauled to Rochford							
Dismantle Date: September22 Completion time: 4:00pm AM / PM							
List any street(s) requiring closure as a result of this event. Include street name(s), day, date and time of closing and time of re-opening: N/A							
 Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street. Any request involving 25-50 motor vehicles (not including motorcycles) - will park on the north side of Main Street, which will not require street closure. Any request involving 50 or more vehicles (which would require an entire street closure From Wall Street to Shine Street and security must be provided at Shine Street and Main Street and Wall Street and Main Street to direct traffic. Additional security maybe required at the discretion of the Event Committee. 							
APPLICANT AND SPONSORING ORGANIZATION INFORMATION Commercial (for profit) South Dakota Game Fish and Parks Sponsoring Organization:							
Shannon Percy Chief Officer of Organization (NAME):							
Applicant (NAME): Shannon Percy Business Phone: (605) 584-3896							
Address: 11361 Nevada Gulch Rd Lead SD 57754							
(city) (state) (zip code) Daytime phone: (605) 584-3896 Evening Phone: (605) 6413540 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.

Na	me: _				
Ad	dress:				
			(city)	(state)	(zip code)
Contact pers	on "o	site" day of event or facility use	Pager/	Cell #:	
(<u>Note</u> : This	pers	on must be in attendance for the duration o	of the event and immedia	tely availab	le to city officials)
REQUIRED:		Attach a written communication from the applicant or professional event organizer to	to apply for this Special Ex	ent Permit	on their behalf.
		FEES / PROCEEDS	/ REPORTING		
NO	YES	Is your organization a "Tax Exempt, nong your IRS 501C Tax Exemption Letter to thi certifying your current tax exempt, nonpre	profit" organization? If YI is Special Event Permit ap	ES, you mus	it attach a copy of
	V	Are admission, entry, vendor or participar and provide amount(s).:	nt fees required? If YES , pl	ease explair	n the purpose
		Riders pay a \$200 registration fee			

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:

Riders board busses at 6am and are hauled to Rochford. Participants ride the Mickelson trail from Rochford and finish in Deadwood at the trailhead.

UV	EKAL	LEVENT / PACILITIES RENTAL DESCRIPTION (CONTINUED)
NO	YES	Does the event involve the sale or use of alcoholic beverages? If YES , please provide your liquor liability insurance information to the last page of this application.
		Will items or services be sold at the event? If YES , please describe:
NO ■	YES	Does this event involve a moving route of any kind along streets, sidewalks or highways? If YES attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.
		Does this event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.
		route map required above, please attach a diagram showing the overall lay-out and set-up following items:
۶	Alcoholi	c and Non-alcoholic Concession and / or Beer Garden Areas.
>	Food Co	ncession 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 a	nd Chairs.
>	Fencing	Barriers and / or Barricades.
>	Generat	or Locations and / or Source of Electricity.
>	Canopie	s or Tent Locations.
>	Booths,	Exhibits, Displays or Enclosures.
>	Scaffold	ing, Bleachers, Platforms, Stages, Grandstands or Related Structures.
>	Vehicles	and / or Trailers.
>	Trash Co	ontainers and Dumpsters.
(NOTE)	: You mus	st properly dispose of waste and garbage throughout the term of your event and immediately

Updated April 4, 2022

upon conclusion of the event, the area must be returned to a clean condition.

	Numbe	r of trash	n cans: 0	Trash Cont	ainers w / lids	s: <u>0</u>
Describ	e your pl	an for cle	ean-up and remov	al of waste ar	nd garbage du	ring and after the event or use of facility:
N/A				-		
>	Other R	Related E	vent Components	not covered a	above.	
			·			
			SAFET	//SECUR	ITY / ACCI	ESSIBILITY
Please o	describe y	your prod	cedures for both C	Crowd Contro	and Internal	Security:
Please o	describe y	your Acce	essibility Plan for a	access at your	event by indi	ividuals with disabilities:
			icant's responsibi e to this event.	lity to comply	with all City,	, County, State and Federal Disability Access
NO	YES					
			ou hired any Profe If YES, please list		ity organizatio	on to handle security arrangements for this
Security	v Organiz	ation:				
	,					
Security	y Organiz	ation Ad	dress:			
	(-	in A			(state)	(zip code)
	{C	ity)			(state)	(zip code)
Security	Director (Name): _		Busir	ness phone:	
		la Abia		VEC	- 4 - 1 - · · · 4 - · ·	
to oncu	ro tho co		a nignt event? if ne participants an	•		event and surrounding area will be illuminated
to ensu	ire tile sa	iety or u	ie participants an	u spectators:		
Please i	indicate v	vhat arra	ngements you ha	ve made for p	roviding First	: Aid Staffing and Equipment?
	Numbe	r	Ambulance(s) – How provi	ded?	
	11011100	-		, HOWPION	~~~	
			_			
	Numbe	r	Emergency N	/ledical Techn	icians – How p	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: SP

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: SP

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

Event will stay confined to the trailhead parking lot.

ENT	ERTAIN	MENT / 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.
Num	ber of Stag	es: Number of Bands:
Туре	of Music:	
■		Will sound amplification be used? If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM
▣		Will sound checks be conducted prior to the event? If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM
		Please describe the sound equipment that will be used for your event:
▣		Will any fireworks, rockets or other pyrotechnics be used? If YES , please attach a copy of your permit (issued by the State Fire Marshall's office) to this application.
	▣	Will any signs, banners, decorations or special lighting be used? If YES, please describe:

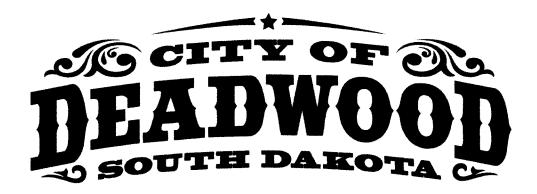
PROIVI	UIIU	IN / ADVE	KIISING) / IVIA	KKEIII	10 / IIV	IEKIVE		UKIVIA			
NO	YES											
		Will this eve	nt be prom	noted, ad	lvertised o	r markete	ed in any	mannei	? If YES, i	olease	describe	:
		Will there be	e any live n	nedia cov	verage dur	ing your e	event? If	YES, pl	ease expla	in:		
		Applicant ac referral tele in the City o provide the	phone nun f Deadwoo	nbers on od. If you	the intern I have a ho	et in conj ome page	junction v	vith the	Calendar	of Up	coming E	vents
	,	ublic inquiries on Percy		·					605-641	-3540)	
NAME: _							F	PHONE:			-	
		11236167.534	Î	SURA	NCE RE	QUIRE	MENTS	5		ir ir	e di salah s	
REQUIRE	D: Insu	rance for you	r event will	l be requi	red before	e final pei	rmit appr	oval.				
Name of	Insuran	nce Company:	State of	South D	akota		Agent's N	lame: _				
Business I	Phone:			Pol	icy Numbe	er:			Policy T	ype: _		
Address:												
							(city)		(state)	(z	ip code)	
	-	approval, you			_		-				•	

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

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

LIQUOR LIABILITY INSURANCE

The Action assessment and extensive and School	STORY OF A CONTRACT SERVING BY 100 OR AND SERVING	VICE THE PROPERTY OF THE PROPE		A HEAD VILLE LOS DE REAL PLOTES DE LA CONTRACTION DE LA CONTRACTIO
REQUIRED: This insurance coverage is requfacilities rental.	uired if you are planni	ng to sell alcoholic	c beverages a	at your event or
NI/Δ				
Name of Insurance Company: N/A		_Agent's Name:		
Business Phone:	_ Policy Number:		_ Policy Type	:
Address:				
		(city)	(state)	(zip code)
Please obtain the required insurance and	mail an original insura	nce certificate to:	City of Dea	dwood, Finance
Office, 102 Sherman Street, Deadwood, SD	<u>57732</u> .			
AFFI	DAVIT OF APP	LICANT		
ADVANCE CANCELLATION NOTICE REQUIR	ED: If this event is can	celled, notify the I	Deadwood Po	olice Department.
Otherwise, City personnel and equipment m	nay be needlessly dispa	tched.		
		1/48c 97.97 38 5000		
I certify that the information in the forego	A STATE OF THE PARTY OF THE PAR			
belief and that I have read, understand an				
Special Event and I understand that this app				
City Commission of Deadwood. I agree t				
organization, am also authorized to commit any cost and fees that may be incurred by o				ily responsible for
Name of Applicant (PRINT) Shannon Pero	у	[Title:	District Supe	ervisor
			./	
- Aller	Date:	26-25	7	
(Signature of Applicant / Sponsoring Organiza	tion)	(Signatur	e of Profession	nal Event Organizer
		The state of the s		ned Facilities)



Event Complex Rental and Use Agreement

Event: Monsters of Destruction

Date: 2/22/24

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

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

Table of Contents

Topic Page
Table of Contents
Rental and Use Agreement
Contact information
Rental & Deposit Fee Schedule
Rental Rules and Regulations6-7
Insurance and Liability Overview
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)
Building Rental Rules
Event Complex Parking Requirements
Responsibilities to and of Concessionaire
Acknowledgement of Deadwood Codified Ordinances
Alcohol Policy
Liquor Liability Insurance
General Business within the Complex
Signs and Banners
City Services and Equipment
References



Outdoor Event Complex Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

The Autority and the agreement and provided the agreement and the		એક સ્વાન્ટરન્ન પણ શંભવ- ન્યાન ા રહ્યા રાક્ષ્યાના સાથે સ્વાન્ટ સાથે અને કર્યું કે કે કે સ્વાન્ટ સાથે સાથે સાથે સાથે સાથે સાથે સાથે સાથે
Event Name: Monsters of	Destruction	Arrage Park (1997)
Contact Information:		
Name of Applicant: Andy Mil	1kr	
Business/Organization: Events /	nc.	
Mailing Address: 16427 Clark	5 H11 Way	
City, State Zip: West field, IN	/	
Business Phone: <u>37 450 0772</u>		
Email Address: andy@events	-inc.com	
Dates Event Complex requested:		
Set up Date(s):	Hour(s): <u>080</u>	0 - 1800
Event Date(s): <u>June 29 + 36</u>	D Hour(s): <u>/73</u>	0 - 2200
Clean-up Date(s): July	Hour(s): <u>080</u>	0-1200
Approximate number of people who will atte	nd: <u>4000</u>	
	•	Office use Only
I am applying to use the:	Ticket Booth	Key#
(Please check property requested)	Main Grandstand Concession	Key#
[]	Crow's Nest	Key#
[2 k	Main Grandstand Restrooms	Key#
权	VIP Grandstand	Key#
	Baseball Field(s)	Key#
	Baseball Field Restrooms	Key#
	Arena and Corral Areas	
[2]	Venue Seating	
ح	Parking Lots	
	Pyrotechnics	
	Open Container	

Deadwood Event Complex Rental and Use Agreement

Event Name: Monsters of Destruct	s'an
Compliance with Deadwood City Ordinances:	
Please review the City of Deadwood Ordinances located on the Gwww.cityofdeadwood.com or by calling (605) 578-2082.	City of Deadwood website:
 Deadwood Codified Ordinance - Chapter 8.12 - Noise. violation of this ordinance could be grounds for refusion 	
2) Deadwood Codified Ordinance – Title 5 – Business Lice	nse. This ordinance may apply.
ardininaescaraniesen suure reusaaneese suure reusaaneesa suuraaneesa mis ansaaneesa suuraaneesa maan aan aan a Additional contacts:	в немоняний на извет и из объекто и съставления на пределения в пред на пред на пред на пред на пред на пред н Пред на пред на пре
Names & contact number of event representatives or sub-conti	ractors (i.e. security, refuge, etc.):
Name: Mike Moore	Title: Owner
Name: <u>Mike Moore</u> Phone: 317 716 2684	Representing: MOD
Name: Lee Collins Phone: 253 740 4235	Representing: MOD
Name:	
Phone:	Representing:
Name:	_ Title:
Phone:	Representing:
Name:	_ Title:
Phone:	Representing:
Name:	
Phone:	
	-

Deadwood Event Complex Rental and Use Agreement

enter Type:	For-Profit Priva	ate 🔲 Non-Profit	Government
(Check One)	Categories above defined in	n the Complex Guidelines and Info	ormation Sheet
ental Fees:			
	Event Complex Fa	cilities 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 Agenc	ies 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>Feeş</u>		Request to Waive	<u>R</u>	efundable Deposi	i <u>ts</u>	
Event Complex Facilities Baseball Fields Parking Lots Cleaning/Trash Removal Streaming Total Fees Please write separate checks	·	Complex Fees	C T	(ey Deposit Damage Deposit Total Deposits	\$ 100 \$ 2500 \$ 02600 sits)	
Organization: Event	5 NL					_
Name: <u>Andy M</u>	ille		Title:	Owner		
Signature:Au			Date:	Dunes 2/22/24		

Acknowledgement of Use Rules and Regulations

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

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.

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.

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.

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



- 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.
 - [7] 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.

1	X 0	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.		
	X	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.		
	τ	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.		
	Ø	All exits cannot be blocked during the event.		
	K	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.		
	囟	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.		
	İΣ	In case of an emergency, such as a fire, dial 911. In the case of a <u>non-emergency</u> , the Deadwood Police Department number is (605) 578-2623 and the Deadwood Fire Department number is (605) 578-1212.		
	₩	In case of issues related to the Event Complex during off business hours such as electrical problems, wastewater issues, lighting problems, property related issues, etc. contact Lawrence County Dispatch at (605) 578-2230. The proper authority will be dispatched to remedy the problem. If the problem occurs during business hours (7am-4pm M-F) contact the Deadwood Public Works Department at (605) 578-3082.		
7.	Ou	tdoor/Animal Events: (Check Acknowledgement)		
,,		Event representatives are responsible for removal of all animal waste, feed, straw and garbage.		
		Event representatives are responsible for cleaning restrooms after the event (if used).		
		Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.		
		Initials		
**Local Non-Profits may be available to assist. If hiring a contractor, contractor must have proof of insurance and contractor's license.				
ng tiến (Mộc Ming	in the state of th			

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:_	Events Inc	
Name:	Andre Miller	Title: Dwne
Signature:	Au	Date: 2/22/24

Event Sponsor – Release and Indemnification Agreement

This is a Release of Liability Indemnification Agreement. Special Events Holder must read carefully before signing. In consideration for being permitted to engage in the following special event activities on Deadwood property (describe in detail): Monster truck performance, one show each day lasting 120 minutes each. Show is open for the public to purchase admission. 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: Weather or Mechanical Malfunction 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. D. By signing this RELEASE AND INDEMIFICATION AGREEMENT, we hereby expressly assume all such risk of injury, loss or damage to us or any other related third party arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

E.	By signing this RELEASE AND INDEMIFICATION AGREEEMENT, 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.
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.
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.
Н.	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
l.	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** **Initial
eve	WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special ents holder, acting by and through the undersigned, who represents that he or she is properly chorized to bind the Special Events Holder hereto.
	me: Andy Mille Title: Dune Date: 2/22/24

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

By my signature below, I acknowledge that I am aware of, appreciate the character of, and voluntarily assume the risks involved in participating in:					
-	y signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, onal representatives, and agents, I hereby:				
 Waive any claim or cause of action against and release from liability the City of Deadwo officers, employees, and agents for any liability for injuries to my person or property re 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.				
Cons subst assut	e read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and ent to Medical Treatment, and fully understand its terms, understand that I have given up tantial rights by signing it, and have signed it freely and voluntarily without any inducement, rance, or guarantee being made to me and indent my signature to be complete and unconditional se of liability to the greatest extend allowed by law.				
Nam	e: Anely Miller Date of Birth: 2/2/81				
Addr	es: Anely Miller Date of Birth: 2/2/81 ess: 623 ECR 6005 Plain field: IN 46168				
Signa	ture: 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:						
•	r signatures below, on behalf of ourselves, our heir nal representatives, and agents, we hereby:	s, next of kin, successors in interest, assigns,				
1.	Waive any claim or cause of action against and rofficers, employees, and agents for any liability for participation in the activity listed above;					
Agree to indemnify and hold harmless the City of Deadwood, its officers, employees, ar for any claims, causes of action, or liability to any other person arising from participation activity listed above;						
3.	Consent to receive any medical treatment deem listed above; and	ed advisable during participation in the activity				
 Acknowledge that we are signing below as a minor child and as the parent or legal guard the minor child named below. 						
4.	-	sover-record was the delection of the particles of the pa				
I have Conse substa assura releas	the minor child named below. e read this Release and Waiver of Liability, Assumpent to Medical Treatment, and fully understand its antial rights by signing it, and have signed it freely ance, or guarantee being made to me and indent is of liability to the greatest extend allowed by land	otion of the Risk and Indemnity Agreement and sterms, understand that I have given up y and voluntarily without any inducement, my signature to be complete and unconditionaw.				
I have Conse substa assura releas	the minor child named below. e read this Release and Waiver of Liability, Assumpent to Medical Treatment, and fully understand its antial rights by signing it, and have signed it freely ance, or guarantee being made to me and indent is e of liability to the greatest extend allowed by lary's Name:	otion of the Risk and Indemnity Agreement and sterms, understand that I have given up y and voluntarily without any inducement, my signature to be complete and unconditiona w.				
I have Conse substa assura releas Minor Addre	the minor child named below. e read this Release and Waiver of Liability, Assumpent to Medical Treatment, and fully understand its antial rights by signing it, and have signed it freely ance, or guarantee being made to me and indent is e of liability to the greatest extend allowed by lary's Name:	otion of the Risk and Indemnity Agreement and is terms, understand that I have given up y and voluntarily without any inducement, my signature to be complete and unconditionalw. Date of Birth:				
I have Conse substa assura releas Minor Addre	the minor child named below. e read this Release and Waiver of Liability, Assumpent to Medical Treatment, and fully understand its antial rights by signing it, and have signed it freely ance, or guarantee being made to me and indent is e of liability to the greatest extend allowed by lary's Name:	otion of the Risk and Indemnity Agreement and sterms, understand that I have given up y and voluntarily without any inducement, my signature to be complete and unconditionalw. Date of Birth: Date:				
I have Conse substa assura releas Minor Addre Signat	the minor child named below. e read this Release and Waiver of Liability, Assumpent to Medical Treatment, and fully understand its antial rights by signing it, and have signed it freely ance, or guarantee being made to me and indent is se of liability to the greatest extend allowed by laws: ess: ess:	otion of the Risk and Indemnity Agreement and sterms, understand that I have given up y and voluntarily without any inducement, my signature to be complete and unconditionalw. Date of Birth: 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.

Seld-results : hours called the articles and selder in a selder selder 544 Cit	Hebrital Conductor of the Section of	онну шатабында жана А.	and the state of t
I have read and	understand these rules.		
Organization:	Events Inc		
Name:	Andy Miller	Title:	
Signature:	Ju-	Date: 3/22/24	

Event Complex Parking Requirements

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

The following rules are in force:

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

Additional Notes:

- 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.

Indin'da en est a suntipolén-formació d'Athènologico den l'accidenta de religiose destretament	\$\delta\text{\text{equation}\text{equation}\text{\text{equation}\text{\text{equation}\text{equation}\text{\text{equation}equation	的复数电影 化二甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基
I have read and	understand these rules.	
Organization:	Events Inc	
Name:	Andy Miller	Title: Owner
Signature:	Au	Date: 2/22/24

Responsibilities to and of the Concessionaire

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

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

I have read and understand the responsibilities to rental agreement and the use of the Deadwood E	·
Organization: Fruits Imc	
Name: Ander Miller	Title:
Signature:	Date: 2/32/34

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:	Events 1	nc		
Name:	Andy M.	iller	Title: _	owne
Signature:	Au			
Dates/Times Alc	ohol will be served:	June 2	9+30 5	30pm-930pm
Business name v	who will be serving:			

Liquor Liability Insurance

This Insurance Liability Insurance coverage is <u>required</u> if you pl event or facilities rental.	an to sell alcoholic beverages at your
Name of Insurance Company: K+K Provided	by ladilla c Jack
Agent's Name:	·
Phone:	Policy No.:
Address:	
Please obtain the required insurance and mail an original insur	ance certificate to:
City of Deadwood	
Attn: Finance Office	
102 Sherman Street	
Deadwood, SD 57732.	

General Business within the Event Complex

1.	If you will be selling any items (tangible personal property), you and vendors must present a copy of South Dakota Sales Tax Licenses. For information on sales tax licensing contact the following: South Dakota Department of Revenue Office 445 East Capitol Ave Pierre, SD 57501-3185 (605) 773-3311
2.	If vendors are intended to be used during an approved event at the Deadwood Event Complex, all vendors shall comply with Chapter 5.28 of the Deadwood Codified Ordinances. This Ordinance is included within the guidelines and information packet for reference. In addition, vendors will be limited to designated areas (as indicated on the Event Complex site plan) within the Event Complex unless otherwise approved by the Deadwood City Commission. As the event organizer you understand the laws related to general business and vending within the City limits of Deadwood.
3.	As the event organizer and the renter of the 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**
Org	ganization: Events Inc
Na	me: Title:
Sig	nature: Date:

Event Complex Sign and Banner Policy

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

	Sign and Banner Policy for the City of		
and voluntarily. Organization:	nd that I shall abide by Deadwood Cod	diffed Ordinance 1	15.32, and have signed it freely
Name:	Andy Miller	Title:	oune
Cignoturo	An-	Data	2/21/24

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

Public Works Department

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

- Motor grader
- 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: <u>Events Inc</u>
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: Devete Mohr Phone Number: 618 357 /355
City/State: Diguoin, ILEvent Name:
Event Location: Duguar St. Fair Email: danete. mohr@illinois.gov
2) Name: Kr. 's ting Balk Phone Number: 606-258-2020
City/State: lorbin, KY Event Name: MOD
Event Location: The Arena Email: Kristing. Balla@ Hecorbin arena.com
3) Name: Markee Yahn Phone Number: 608 - 267 - 1549
City/State: Much'son, w / Event Name: MOI)
Event Location: Alliant Fresy Conte Email: yahn. markee allian tenersy center
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: <u>Events In c</u> Name: <u>Andy Mollow</u> Signature: <u>Date: 2/22/24</u>
Name: Title:
Signature: Date: Date:
Daytime Phone Number: 317 450 0772
Date of your Event(s): June 29+30 Group/Event Name: Monskus of Deskine thon

2100 Inc.

16427 Clarks Hill Way
Westfield, IN 48074
317-716-2684

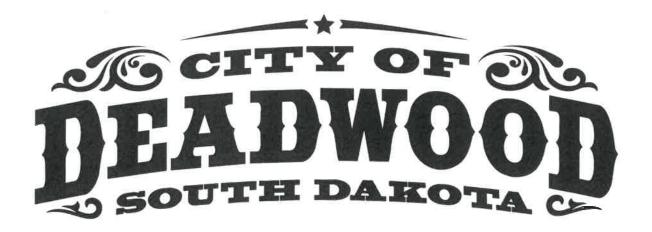
PAY
TO THE
ORDER OF
CHASE

PMorgan Chase Bank, NA.

WWw.Chase.com

FOR MOD Deposit

II 00 268411 I:0740000101: 223117711111



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

4th of July Parade

2024

Instructions:

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

EVENT INFORMATION

	□Run	□Walk	☐ Bike Tour	☐Bike Race	□Parade	□Concert
	☐Street Fair	□Triathlon	Other			
	tle: 4th of Jul	y Parade				
Event Da	ate(s): 7/4/24		Total	Anticipated Attend	dance:	
	(m	onth, day, year)	(# of Doublele o		# of Constants	
Actual Event Hours: (from: 3pm				nts M / PM (to): 4pi		
Location	/ Staging Area:					
Set up/a	ssembly/constr	uction 2pm		Start time: 3p	m	AM / PM
Please de Parade		e of your setup /	assembly work (s	pecific details):		
Dismant	le Date: 4pm		Comp	oletion time: 4pn	1	AM / PM
•		ng closure as a res Main street-1		Include <u>street na</u>	ne(s), day, date	and <u>time</u> of closing
>	Any request inv		otor vehicles will util	ize Deadwood Stree	t and will be barrica	aded at both
>		_		ing motorcycles) - w	ill park on the nortl	n side of Main
>	Any request inv		ehicles (which wou	ld require an entire reet and Main Street		
>	Additional secu	rity maybe required	at the discretion of	the Event Committe	ee.	
			OPEN COI	NTAINER		
Ī	nttps://www	.cityofdeadwo	od.com/plann	ing/page/spec	ial-event-ope	n-container-
			information	-and-maps		
Date:		Times	s:	Zone:		
Date:			S:			
			S:			
Date:		Times	S:	Zone:		
Date:		Times	•	Zone:		

A	PPLICANT AND SPO	ONSORING ORGANIZATION II	VFORMATIC	ON	
Ī	Commercial (for profit)	Noncommercial (non	profit)		
Sponsoring Org	ganization: The Deadw	ood Chamber of Commerce			
	f Organization (NAME): Do				
Applicant (NAI	_{ME):} Sarah Kryger	Business Phone:	: (605 <u>) 578</u> -	1876	
	OI MAIN ST			57732	
		(city)	(state)	(zip code)	
Daytime phone	e: (<u>605</u>) <u>578-1876</u>	Evening Phone: (605) 863-1249	Fax #: (605)	578-2429	
-	to produce this event.	i zer or event service provider hired by yo	u that is authori	zed to work	
Addre	55:	91			
		(city)	(state)	(zip code)	
Contact person	" on site " day of event or faci	_{lity use} Sarah Kryger Pa	ager/Cell #: 605-	863-1249	
(<u>Note</u> : This pe	rson must be in attendand	e for the duration of the event and imme	diately available	to city officials)	
REQUIRED:		nunication from the Chief Officer of the ossional event organizer to apply for this S	-		
	FEES	/ PROCEEDS / REPORTING			
NO YES	Is your organization a ' your IRS 501C Tax Exe	'Tax Exempt, nonprofit" organization? If mption Letter to this Special Event Perm rent 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:

4th of	July Pa	arade. Lineup 2pm at the Rodeo Grounds. starts at 3pm
Begins	in Dea	adwood and ends in Lead.
Main S	treet to	o 14A
Reque	st Poli	ce Escort.
	OVE	RALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)
NO	YES	Does the event involve the sale or use of alcoholic beverages? If YES , please proved your liquor liability insurance information to the last page of this application.
		Will Items or services be sold at the event? If YES, please describe:
		Does this event involve a moving route of any kind along streets, sidewalks, or highways? If YES , attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.
		Does this event involve a fixed venue site? If YES , attach a detailed site map showing all street 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 CHARCOAL OTHER(SPECIFY):
>	First Aid Facilities and Ambulance locations.
>	Tables and Chairs.
	Fencing, Barriers and / or Barricades.
>	Generator Locations and / or Source of Electricity.
>	Canopies or Tent Locations.
>	Booths, Exhibits, Displays or Enclosures.
>	Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
>	Vehicles and / or Trailers.
>	Trash Containers and Dumpsters. (NOTE): You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition. Number of trash cans: Trash Containers w / lids:
	Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility:
	Other Related Event Components not covered above.

SAFETY / SECURITY / ACCESSIBILITY

Please	describe	your proce	dures for both	Crowd Contro	l and Internal Security:		
Please	describe [,]	our Acces	sibility Plan for	r access at you	revent by individuals with	disabilities:	
			ant's responsil to this event.	bility to compl	y with all City, County, Sta	ate and Federal Dis	sability Access
NO Securit	YES	event?	If YES, please	e list:	curity organization to hand		
Securit	y Organiz	ation Addi	ress:		(city)	(state)	(zip code)
Security	/ Director	Name):			Business	phone:	
NO	YES		e the safety of	the participan	ate how the event and sur		
Pleas	Num	oer <u>0</u>	Ambulanc	ce(s) – How pro	providing First Aid Staffir vided?nnicians — How provided?		
prope being which	ICANT speerty locat sought a results f	ecifically ac ed in or sto nd that DE rom any ca	cknowledges a ored in or upo ADWOOD shal ause or reason	and agrees tha on DEADWOOD Il not be respo with regard to approval of th	t it shall be solely respon o's property pursuant to to nsible for any damage or loo personal property owned ne activity for which appropedge acceptance with initi	sible for any dama the activity for whoss to or of APPLIC d by APPLICANT stroval is being sough	ige to personal hich approval is ANT's property ored or located
DEAD	WOOD m	night have	to pay to any p	D harmless an person as a res rty pursuant to	d indemnify DEADWOOD sult of property damage, p approval of the activity f lge acceptance with initial	from any sums of personal injury or or or which approval	death resulting

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Plea	se describ	e your plans to notify all residents, businesses and churches impacted by the event:
	E	NTERTAINMENT / 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.
Numb	er of Stag	es: Number of Bands:
Туре	of Music:	
		Will sound amplification be used? If <u>YES</u> , please indicate: Start Time: <u>3pm</u> _AM / PM — Finish Time: <u>4pm</u> _AM / PM
		Will sound check be conducted prior to the event? If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM
		Please describe the sound equipment that will be used for your event:Small Sound Systems
		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: Float Banners
		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
		ublic inquiries and / or media inquiries for this event to: da KillePHONE: 605-578-1876

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Lloyds of	of London		
Agent's Name: Chris Roberts			
Business Phone: (605) 578-3456	Policy Number: GP350GL003-2	Policy Type:	GL
Address: PO Box 507	Deadwood	SD	
	(city)	(state)	(zip code)

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

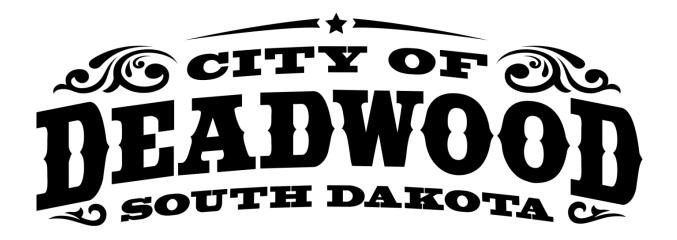
The City must be named as an "additional insured." Please obtain the required insurance and mail an original insurance certificate to: <u>City of Deadwood, Finance Office</u>, <u>102 Sherman Street</u>, <u>Deadwood</u>, <u>SD</u> <u>57732</u>.

AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Sarah Kryger	Title: Event Coordinator
6m	Date: 2-20-24
(Signature of Applicant/Sponsoring Organization)	



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

Harley Davidson - Medicine Wheel Ride In - Parking

Instructions:

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

EVENT INFORMATION

□R	lun	□Walk	☐Bike Tour	☐Bike Race	\square Parade	\square Concert
□s	treet Fair	□Triathlon	■Other			
Event Title:	Medicine '	Wheel Ride -	HD			
Event Date(s	a): August	4, 2024	Total	Anticipated Attend	lance: 100	
	(mo	onth, day, year)				
			(# of <u>Participa</u>	nts	_ # of <u>Spectator</u>	rs)
Actual Event	: Hours: (fror	_{n:} 11 am	Α	M / PM (to): 4 p	m 	AM / PM
Location / St	aging Area:	Outlaw Squar	e			
Set up/asser	mbly/constru	Interpreti	ve Lot	Start time: 9:0	0 am	AM / PM
Please descr	ibe the scope	e of your setup / a	ssembly work (s	pecific details):	o Deadwood	St. for Medicin
Wheel Ric			o morprouve	201, 0.00001	<u>o Bodanood</u>	<u> Ct. 101 Wedlen </u>
			_	5 nn	n	
Dismantle Da	ate: //ugus	·····	Com	oletion time: 5 pn		AM / PM
-		g closure as a resu No Street Clos		Include <u>street nar</u>	<u>ne(s), day, date</u> :	and <u>time</u> of closing
	ny request invo	_	or vehicles will uti	ize Deadwood Stree	t and will be barrica	aded at both
			ehicles (not includ	ing motorcycles) - w	ill park on the north	n side of Main
		ill not require street				
Sh		-		ld require an entire a reet and Main Street		
		rity maybe required	at the discretion o	f the Event Committe	ee.	
			OPEN CO	NTAINER		
<u>htt</u>	os://www.	cityofdeadwo	od.com/plann	ing/page/spec	ial-event-ope	n-container-
			information	-and-maps		
Date:		Times	:	Zone:		
Date:		Times	:	Zone:		
Date:		Times	:	Zone:		
Date:		Times	:	Zone:		
Date:		Times	·	Zone:		

APPLICANT AND SPONSORING ORGANIZATION INFORMATION Openmercial (for profit) Noncommercial (nonprofit)

		Commercial (for profit)	Noncommer	cial (nonprofit)		
Sponsorin	ng Orgar	nization: Harley Davidson				
		rganization (NAME):				
Applicant	t (NAME	Wade Morris aka Bobby	Busines	s Phone: (<u>605</u>	₎ 717-	6848
					_/	
			(city)	(state)		(zip code)
Daytime p	phone: (605 717-6848 Evening Phone: (_)	Fax #:	()_	
on your b	oehalf to	ofessional event organizer or event service produce this event. Brian Myrick 864-404-8389				zed to work
•	Address:		(city)		(state)	(zip code)
Contact pe	erson " o	n site" day of event or facility use Brian My	rick	Pager/Cell	#: <u>864-</u>	404-8389
(<u>Note</u> : Th	his pers	on must be in attendance for the duration o	of the event a	nd immediately a	available	e to city officials)
<u>REQUIRE</u>	<u>D</u> :	Attach a written communication from the the applicant or professional event organibehalf.		_		
		FEES / PROCEEDS	/ REPORT	ING		
NO III	YES	Is your organization a "Tax Exempt, nonpr your IRS 501C Tax Exemption Letter to th and certifying your current tax exempt, no	is Special Eve	ent Permit applic		• •
		Are admission, entry, vendor or participar purpose and provide amount(s):				

OVERALL EVENT DESCRIPTION: ROUTE MAP/ SITE DIAGRAM/ SANITATION

your event su	e a detailed description of your proposed event. Include details regarding any components of such as use of vehicles, animals, rides or any other pertinent information about the event: ne Wheel Womans Riders will be arriving in Deadwood at approximately 11
August 4 for	an event scheduled at Outlaw Square as part of Harley Davidsons activation
at Outlaw S	quare.
We are requ	uesting half of the Interpretive lot be cordoned off with gates to used for
Medicine W	heel Riders parking. Parking will be from 11 am until 4 pm - lot will be reope
at 4 pm.	
Security will	be in place at the entrance on the Deadwood Street side of the lot.
OV	'ERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)
NO YE	S
	Does the event involve the sale or use of alcoholic beverages? If YES , please proved your liquor liability insurance information to the last page of this application.
	Will Items or services be sold at the event? If YES , please describe:
	Does this event involve a moving route of any kind along streets, sidewalks, or highways? If YES, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.
	Does this event involve a fixed venue site? If YES , attach a detailed site map showing all street 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:

	Food Concession and / or Food Preparation Area(s). Please describe how food will be served at the event:							
	If you intend to cook food in the event area, please specify the method to be used:							
	GAS ELECTRIC CHARCOAL OTHER(SPECIFY):							
>	First Aid Facilities and Ambulance locations.							
>	Tables and Chairs.							
>	Fencing, Barriers and / or Barricades.							
>	Generator Locations and / or Source of Electricity.							
>	Canopies or Tent Locations.							
>	Booths, Exhibits, Displays or Enclosures.							
	Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.							
>	Vehicles and / or Trailers.							
	Trash Containers and Dumpsters. (NOTE): You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition. Number of trash cans: Trash Containers w / lids:							
	Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: Outlaw Square staff will handle clean up.							
	Other Related Event Components not covered above.							

SAFETY / SECURITY / ACCESSIBILITY

		•				are staff w	ill handle	e interna	lissues
	-		oility Plan for A complia	nt		/ individuals w			
		he applican	-	bility to comp	ply with al	l City, County,	State and	Federal Dis	ability Access
NO Securit	YES Ty Organiz	event? I	i hired any P f YES , please lands Sec	e list:		anization to h			ements for this
Securi	ty Organiz	ation Addre	ss: 1109 S	noma Roa	ad Belle	Fouche, S	D		
						(city)		(state)	(zip code)
Securit	y Director (_{Name):} Frit	z Carlson	1		Busine	ess phone: _		
NO	YES	_						_	be illuminated
Pleas	Numb	er <u>n/a</u>	Ambuland	ce(s) – How pi	rovided? _	g First Aid Sta - How provided			
prop being whic	erty locat g sought a h results f	ed in or stor nd that DEA rom any cau	red in or upo DWOOD sha se or reason	on DEADWOC II not be responsible with regard to approval of	DD's prope onsible fo to persona the activit	erty pursuant t	to the action loss to or loss to or ned by APF proval is b	vity for whence of APPLICA PLICANT stoel of the plant of	ge to personal ich approval is ANT's property ored or located t herein.
DEA	OWOOD n	night have to	pay to any	person as a re erty pursuant	esult of pr to approv	operty damag	e, persona ty for which	l injury or o	f money which death resulting is being sought

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

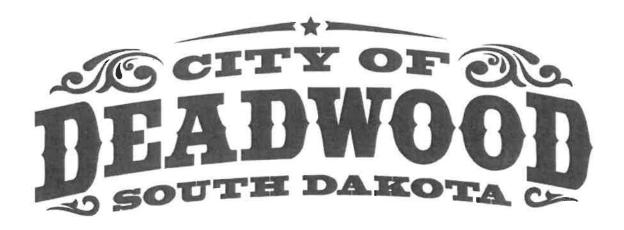
		e your plans to notify all residents, businesses and churches impacted by the event:and businesses will be notified through public hearing notices.
NO		NTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES
NO	YES	Are there any musical entertainment features related to your event or facilities rental? If YES , please state the number of bands and type of music.
Numb	er of Stag	es: 1 Number of Bands: 1
Type o	of Music:	variety
		Will sound amplification be used? If <u>YES</u> , please indicate: Start Time: 10 am AM / PM – Finish Time: 10 pm AM / PM
		Will sound check be conducted prior to the event? If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM
		Please describe the sound equipment that will be used for your event: Outlaw Square PA & Powerhouse Sound Production Company
		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: Harley Davidson banners in place
		PROMOTION / ADVERTISING / MARKETING / INTERNET
		INFORMATION
NO	YES	Will this event be promoted, advertised or marketed in any manner? If YES , please describe:
NO	VEC	
NO	YES	Will there be any live media coverage during your event? If YES, please explain:
Refer a		oublic inquiries and / or media inquiries for this event to:PHONE:

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance C	ompany:				
Agent's Name:					
Business Phone: ()	Policy Number:		Policy Type:	
Address:					
			(city)	(state)	(zip code)
Deadwood, its office for the duration of t	rs, employees he event. To	will need commercial g and agents" as an addition determine the amount Fax # (605) 578-2084.	onal insured. In	surance coverage mi	ust be maintained
		additional insured." Plea adwood, Finance Office	, 102 Sherman	Street, Deadwood, S	=
		quired: If this event is only in the property of the property	ancelled, notif		olice Department.
belief and that I have Special Event and I u the City Commission organization, am also	e read, unders nderstand that of Deadwood authorized t	e foregoing application in tand and agree to abide at this application is mad d. I agree to abide by the o commit that organizat incurred by or on behalf	by the rules and the subject to the ese rules and therefore, and therefore.	d regulations governe rules and regulation further certify that I, ore agree to be finar	ning the proposed ons established by , on behalf of the ncially responsible
Name of Applicant (F	RINT): Wad	e Morris aka Bobb	y Rock т	itle: Director	
			_	osto: 2/27/24	

(Signature of Applicant/Sponsoring Organization)



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

LEGENDS RIDE 2024

Instructions:

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

EVENT INFORMATION

	□Run	□Walk	☐Bike Tour	☐Bike Race	□Parade	□Concert
	☐Street Fair	□Triathlon	■ Other			
	le: Legends f	4	Total A	Anticipated Attend	dance: <u>500</u>	
	(m	onth, day, year)		nts		
	ent Hours: (fro		A	M / PM (to): 4P		AM / PM
Location	/ Staging Area:	Deadwood-Pin	e			
Set up/as	ssembly/constru	8/5/2024		Start time:_9A	M	AM / PM
Please de Street C	escribe the scop Closure	e of your setup / a	ssembly work (sp	pecific details):)
Dismantle	e Date:8/5/20	24	Comp	pletion time: 4PN	1	AM / PM
List any s and time	treet(s) requiring of re-opening:	g closure as a resu Deadwood to Pine	lt of this event. 8/5/2024 9AM-4	Include <u>street nar</u> PM Interpretive Lo	ne(s), day, date a ot 6AM-3PM	and <u>time</u> of closing
>	ends of Deadwo					
>		olving 25-50 motor vo ill not require street :		ing motorcycles) - wi	ll park on the north	side of Main
>	Any request inve	olving 50 or more vel	hicles (which woul			
>	Additional secur	ity maybe required a	t the discretion of	the Event Committe	e.	
			OPEN CON	The same of the same of		
<u>h</u>	ttps://www.	cityofdeadwoo			al-event-oper	ı-container-
Data		~	information-			
		Times:				
Date				Zone:		

APPLICANT AND SPONSORING ORGANIZATION INFORMATION Noncommercial (nonprofit) Commercial (for profit) Sponsoring Organization: Buffalo Chip Campground, LLC Chief Officer of Organization (NAME): Rod Woodruff Applicant (NAME): Kris Sammons 347-9000 Business Phone: (_605 Address: 205622 Fort Meade Way, Sturgis SD 57785 (zip code) (state) Evening Phone: (605) 641-8490 Daytime phone: (605) 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. Address: 205622 Fort Meade Way, Sturgis SD 57785 (state) (zip code) Pager/Cell #: 512-630-3960 Contact person "on site" day of event or facility use (Note: This person must be in attendance for the duration of the event and immediately available to city officials) Attach a written communication from the Chief Officer of the organization which authorizes REQUIRED: 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 図 your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status). Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s): participants pay a fee that is completely used for charitable contribution to support local charities

OVERALL EVENT DESCRIPTION: ROUTE MAP/ SITE DIAGRAM/ SANITATION

Please provide a detailed description of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event: Legends Ride, recurring yearly Event Bikes parked in front of Silverado/Franklin Held Monday August 5th, 9AM-4PM Request the use of a section of the Interpretive Lot 6AM-3PM for overflow parkin If not utilized, the lot will be reopened. Fund raising event to include charities such as South Dakota Special Olympics Rapid City Flame, Shriners Transportation Fund for Children and Treasured Lives. Request to waive banner fees for directional banners. Request Police Escort at 3PM in conjunction with SDDOT and all other local law enforcement agencies by special permit application **OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)** NO × П Does the event involve the sale or use of alcoholic beverages? If YES, please proved your liquor liability insurance information to the last page of this application. x 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.

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.					
A	Canopies or Tent Locations.					
A	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

	describe y ty will be p		edures for both Cro	owd Control and	d Internal Security: _		
Please Sidew	describe y alks to rer	our Acces	•		ent by individuals wit		
			ant's responsibilit to this event.	ty to comply wi	th all City, County, S	tate and Federal Dis	sability Access
NO	YES		ou hired any Profe		y organization to ha	ndle security arrang	ements for this
Securit	y Organiz	ation:					
Securit	y Organiza	ation Add	lress:		(city)	(state)	(zip code)
Security	Director (Name):			Busines		
NO ×	YES	to ensur	e the safety of the	participants ar	now the event and sund sund spectators:		
Pleas	e Indicate	what arra			viding First Aid Staff i		
	Numb	er 0	Ambulance(s) – How provide	ed?		
					ans – How provided?		
prope being which	erty locate sought ar results fr	ed in or st ad that DE om any ca	tored in or upon £ EADWOOD shall no ause or reason wit	DEADWOOD's pot be responsible the regard to per proval of the acceptance of the acce	shall be solely respond roperty pursuant to le for any damage or sonal property owne ctivity for which apple e acceptance with init	the activity for wholes to or of APPLICA or of APPLICANT storoval is being sough	sich approval is ANT's property ored or located t herein.
DEAD	WOOD m APPLICAN	ight have	to pay to any per	son as a result of pursuant to app	demnify DEADWOOI of property damage, oroval of the activity occeptance with initia	personal injury or of for which approval	death resulting is being sought

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

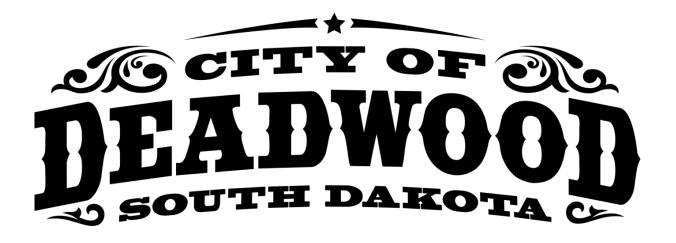
	E	NTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES			
X 10	YES	Are there any musical entertainment features related to your event or facilities rental? If Y please state the number of bands and type of music.			
lumbe	er of Stag	es: Number of Bands:			
уре о	f Music:				
	×	Will sound amplification be used? If <u>YES</u> , please indicate: Start Time: 11AM AM / PM – Finish Time: 3PM AM / PM			
x		Will sound check be conducted prior to the event? If <u>YES</u> , please indicate: Start Time:AM / PM – Finish Time:AM / PM			
		Please describe the sound equipment that will be used for your event:Outlaw Square PA System			
х		Will any fireworks, rockets or other pyrotechnics be used? If YES, please attach a copy of you permit (issued by the State Fire Marshall's office) to this application.			
	х	Are any signs, banners decorations or special lighting be used? If YES, please describe:			
		PROMOTION / ADVERTISING / MARKETING / INTERNET			
		INFORMATION			
□ 10	YES	Will this event be promoted, advertised or marketed in any manner? If YES, please describe: promoted by Buffalo Chip Campground website and social platforms			
10	YES ×	Will there be any live media coverage during your event? If YES, please explain: local news agencies usually have a representative to film			

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Hub Inter	national		
Agent's Name: Jeremy Vliem/Sturgis			
Business Phone: (605) 347-4644	Policy Number:	Policy Type:	Commercial Liabilit
Address: 205622 Fort Meade Way, Sturg	gis SD 57785		
	(city)	(state)	(zip code)
For final permit approval, you will ne	ed commercial general liabili	ty insurance that i	names "the City of
Deadwood, its officers, employees and ag	ents" as an additional insured.	Insurance coverage	must be maintained
for the duration of the event. To deterr	nine 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 "additio insurance certificate to: City of Deadwood		•	•
A	FFIDAVIT OF APPLICA	NT	
Advance Cancellation Notice Required:	If this event is cancelled, no	tify the Deadwood	Police Department.
Otherwise, City personnel and equipmen			•
I certify that the information in the foreg			
Special Event and I understand that this			÷ , ,
the City Commission of Deadwood. I agr organization, am also authorized to comm	ee to abide by these rules and	further certify tha	t I, on behalf of the
for any cost and fees that may be incurre	d by or on behalf of the Event	to the City of Deadw	rood.
Name of Applicant (PRINT): By Ro	Woodra FP	itte: / (2)	
5		Date: 1/25/29	

(Signature of Applicant/Sponsoring Organization)



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

Rusty Wallace Ride - August 9, 2024

Instructions:

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

EVENT INFORMATION

□Run	□Walk	☐Bike Tour	☐Bike Race	□Parade	□Concert	
□Street Fair	□Triathlon	■Other				
Event Title: Rusty Wallace Charity Ride						
Event Date(s): August 9, 2024 Total Anticipated Attendance: 150						
(month, day, year) (# of <u>Participants</u> # of <u>Spectators</u>)						
	40					
Actual Event Hours: (fro			M / PM (to): 10	pm	AM / PM	
Location / Staging Area:						
Set up/assembly/constr	uction August 9		Start time: <u>11</u>	am / 4 pm	AM / PM	
Please describe the scop Closing off Main st	oe of your setup / a reet between I	ssembly work (s Pine and Shi	pecific details): ne - Staging w	vith include pro	e-set up of bar	
Then the bollards v						
Dismantle Date: Augus	Dismantle Date: August 9 Completion time: 3:15 pm(Main) 10 pm(d AM / PM					
List any street(s) requiri	ng closure as a resu	ılt of this event.	Include street nar	ne(s), dav. date a	nd time of closing	
and time of re-opening:	Main Street be	etween Pine	and Shine clos	sed from 12 p	m until 3 pm,	
will reopen when r	iders depart - I	Deadwood S	t closed from 4	4 pm until 10 j	om	
A	arkina 25 ankarana		: Ddd-Ctd	k a sada satili ka ka sasta sa	d - d - a b - a b	
Any request invented of Deadward	olving 25 or less mot ood Street.	or venicies will util	ize Deadwood Stree	t and will be barricad	ded at both	
Any request inv	olving 25-50 motor v	ehicles (not includ	ing motorcycles) - w	ill park on the north	side of Main	
	vill not require street		lal annual a	-t	NA/- II China and ha	
Any request involving 50 or more vehicles (which would require an entire street closure From Wall Street to Shine Street and security must be provided at Shine Street and Main Street and Wall Street and Main Street to						
direct traffic.Additional security maybe required at the discretion of the Event Committee.						
ODENI CONTAINED						
OPEN CONTAINER						
https://www.cityofdeadwood.com/planning/page/special-event-open-container- information-and-maps						
Date:	Times:	<u>Intormation</u>				
Date:						
Date:						
Date:						
Date:						

APPLICANT AND SPONSORING ORGANIZATION INFORMATION Commercial (for profit) Noncommercial (nonprofit) Sponsoring Organization: Buffalo Chip Campground, LLC Chief Officer of Organization (NAME): Rod Woodruff Applicant (NAME): Wade Morris aka Bobby Business Phone: (605)347-9000 Address: 205622 Fort Mead Way, Sturgis, SD 57785 (city) (state) (zip code) Daytime phone: (605) 347-9000 Evening Phone: (605) 641-8940 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. Address: 205622 Fort Mead Way, Sturgis, SD 57785 (state) (zip code) Contact person "on site" day of event or facility use \underline{Cory} Ertman Pager/Cell #: 605-641-2328 (Note: This person must be in attendance for the duration of the event and immediately available to city officials) **REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf. FEES / PROCEEDS / REPORTING NO YES Is your organization a "Tax Exempt, nonprofit" organization? If YES, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status). Are admission, entry, vendor or participant fees required? If YES, please explain the П purpose and provide amount(s): participants pay a fee that is completely use charitable contributions.

OVERALL EVENT DESCRIPTION: ROUTE MAP/ SITE DIAGRAM/ SANITATION

Please provide a detailed description of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event: Rusty Wallace Charity Ride - this is the first time this ride is taking place in Deadwood. The Rusty Wallace Charity Ride will kick off with a party at Outlaw Square and The Rocksino by Hard Rock Deadwood. The registration will take place at the Outlaw Square and post ride event will take place at The Rocksino. - There will be NO alcohol served in Outlaw Square 9 am - 3 pm We are requesting street closure of Main Street between Pine Street and Deadwood Street for registered bike parking from 12 pm until departure at 3 pm. Request street closure of Deadwood Street from Main street to Pioneer way from 4 pm until 10 pm. Returning participants will park on Deadwood St. for post event gathe at The Rocksino. Security will be in place at both the pre-ride event and post ride event. Also request Deadwood Police escort upon departure and during arrival from 85/14 dow Main street to Deadwood Street OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED) NO YES Does the event involve the sale or use of alcoholic beverages? If YES, please proved your liquor liability insurance information to the last page of this application. П Will Items or services be sold at the event? If **YES**, please describe: ____ Charity Auction Items will be sold during event П Does this event involve a moving route of any kind along streets, sidewalks, or highways? If YES, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.

Does this event involve a fixed venue site? If YES, attach a detailed site map showing all street

Adopted June 1, 2023

impacted by the event.

П

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

	Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.				
>	Food Concession and / or Food Preparation Area(s). Please describe how food will be served at the event:				
	If you intend to cook food in the event area, please specify the method to be used:				
	GAS ELECTRIC CHARCOAL OTHER(SPECIFY):				
>	First Aid Facilities and Ambulance locations.				
>	Tables and Chairs.				
>	Fencing, Barriers and / or Barricades.				
>	Generator Locations and / or Source of Electricity.				
>	Canopies or Tent Locations.				
>	Booths, Exhibits, Displays or Enclosures.				
>	Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.				
>	Vehicles and / or Trailers.				
>	Trash Containers and Dumpsters. (NOTE): You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition. Number of trash cans: 8 Trash Containers w / lids: 0				
	Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: Outlaw Square staff will handle pick up of trash and dispose and end of d				
	Other Related Event Components not covered above.				

SAFETY / SECURITY / ACCESSIBILITY

		e your procedures for both Crowd Control and Internal Securi ill be provided	-	
		e your Accessibility Plan for access at your event by individuals uare is ADA compatible	s with disabilities:	
		is the applicant's responsibility to comply with all City, Counts applicable to this event.	ty, State and Federal Dis	ability Access
NO	YES	Have you hired any Professional Security organization to event? If YES , please list:		
		nization:		
Securi	ty Organiz	nization Address:(city)	(state)	(zip code)
Securit	y Director (or (Name): Bus	siness phone:	
NO	YES	Is this a night event? If YES , please state how the event ar to ensure the safety of the participants and spectators:	-	
Pleas		what arrangements you have made for providing First Aid S when N/A Ambulance(s) – How provided?		
	Numl	mber N/A Emergency Medical Technicians – How provi	ded?	
prop bein whic	erty locat g sought a h results f	specifically acknowledges and agrees that it shall be solely restated in or stored in or upon DEADWOOD's property pursuant and that DEADWOOD shall not be responsible for any damages from any cause or reason with regard to personal property of DOD's property pursuant to approval of the activity for which Acknowledge acceptance with	nt to the activity for who ge or loss to or of APPLICA owned by APPLICANT sto approval is being sough	ich approval is ANT's property ored or located t herein.
DEA	DWOOD n	agrees to hold DEADWOOD harmless and indemnify DEADW O might have to pay to any person as a result of property dam ANT's use of the City property pursuant to approval of the act Acknowledge acceptance with	nage, personal injury or c civity for which approval i	leath resulting s being sought

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: Residents and business will be notified through public meeting hearing notices **ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES** NO YES Are there any musical entertainment features related to your event or facilities rental? If YES, П please state the number of bands and type of music. Number of Bands: Number of Stages: Type of Music: Will **sound amplification** be used? If **YES**, please indicate: Start Time: 12 pm AM / PM – Finish Time: 3 pm AM / PM Will **sound check** be conducted prior to the event? If <u>YES</u>, please indicate: Start Time: _____AM / PM – Finish Time: _____AM / PM Please describe the sound equipment that will be used for your event: Outlaw Square PA System will be used Will any fireworks, rockets or other pyrotechnics be used? If YES, please attach a copy of your П permit (issued by the State Fire Marshall's office) to this application. П Are any signs, banners decorations or special lighting be used? If **YES**, please describe: registration signs will be in place PROMOTION / ADVERTISING / MARKETING / INTERNET **INFORMATION** NO YES Will this event be promoted, advertised or marketed in any manner? If YES, please describe: promoted by Buffalo Chip Campground website and social media platform NO YES \Box Will there be any live media coverage during your event? If YES, please explain: local news agencies usually have a reporter covering event Refer all event public inquiries and / or media inquiries for this event to: PHONE: 605-641-2328 NAME: Cory Ertman

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Hub International

Agent's Name: Jeremy Vliem/Sturgis

Business Phone: (605_)347-4644 Policy Number: Policy Type: Comm Liability

Address: 205622 Fort Mead Way, Sturgis, SD 57785

(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT):	Title:		
	Date:		
(Signature of Applicant/Sponsoring Organization)			