



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**
 - a. 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
 - f. 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 Trehwella.

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:

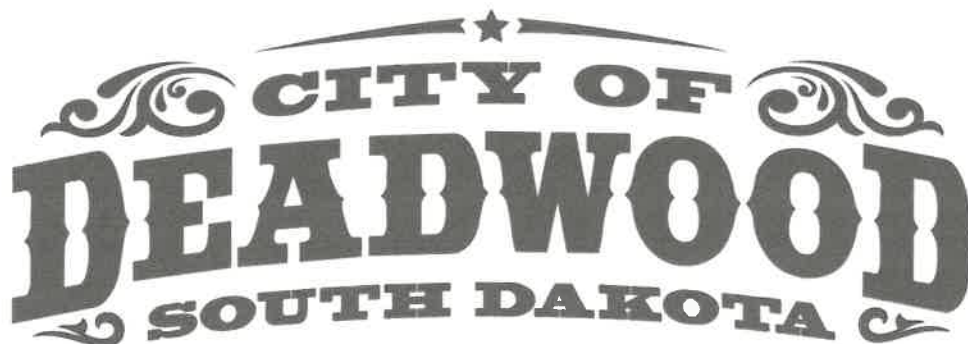
1. Snocross – January 26-27 – Open container at Event Complex, use of Event Complex, waiver of fees.
2. K9 Keg Pull – January 27 – open container in Zone 1 and 2, street closure.
3. Winter’s Fat Classic – February 3 – use of public property
4. Mardi Gras – February 9-10 – open container in Zone 1 and 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	Page
Table of Contents	2
Rental and Use Agreement	
• Contact information	3-4
• Rental & Deposit Fee Schedule	5
• Rental Rules and Regulations	6-7
Insurance and Liability Overview	8
• Facilities Use Agreement Indemnification and Insurance Clause	9
• Event Sponsor Release and Indemnification Agreement	10-11
• Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment	12
• Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment for Minor(s)	13
Building Rental Rules	14
Event Complex Parking Requirements	15
Responsibilities to and of Concessionaire	16
Acknowledgement of Deadwood Codified Ordinances	
• Alcohol Policy	17
• Liquor Liability Insurance	18
• General Business within the Complex	19
• Signs and Banners	20
City Services and Equipment	21-22
References	23



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: WO Motorsports Arenacross & Freestyle Motocross Show

Contact Information:

Name of Applicant: James Carter

Business/Organization: WO Motorsports LLC

Mailing Address: 3222 Wonderland Dr

City, State Zip: Rapid City SD 57702

Business Phone: 605 415 2371 Cell Phone: _____

Email Address: James@CarterFnx.com

Dates Event Complex requested:

Set up Date(s): 07/03/24 - 07/05/24 Hour(s): 6am - 5pm

Event Date(s): 07/06/24 Hour(s): 5pm - 10pm

Clean-up Date(s): 07/07/24 Hour(s): 5am - 5pm

Approximate number of people who will attend: _____

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

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

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

Deadwood Event Complex Rental and Use Agreement

Event Name: WO Motorsports Arenacross & Freestyle Moto show

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: Badlands Security Title: security
 Phone: _____ Representing: _____

Name: Depot Music Productions Title: Sound
 Phone: _____ Representing: _____

Name: McDirt Excavation Title: Dirt work
 Phone: _____ Representing: _____

Name: Black Hills vacations Title: Ticketing
 Phone: _____ Representing: _____

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

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

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

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

Rental Fees:

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

Ticketed Events:

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

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

Damage Deposit (Refundable): \$1,250 minimum (no alcohol) or \$2,500 minimum (serving alcohol), which includes a \$250 non-refundable administrative fee.

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

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

Deposit must be received before application can be approved.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

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

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

Organization: WO Motorsports LLC
 Name: James Carter Title: owner/Promoter
 Signature: [Signature] Date: 01/16/24

Acknowledgement of Use Rules and Regulations

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

Initials JC

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

Initials JC

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

Initials

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

Initials JC

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

Initials JC

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

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

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

Initials SC

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials SC

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

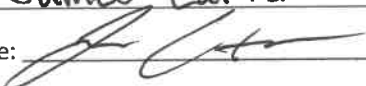
User agrees to indemnify and hold the City, and its officers, agents and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the use of the facilities described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

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

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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: WO Motorsports LLC
Name: James Carter Title: owner/promoter
Signature:  Date: 01/16/24

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):

Motocross Raping & Freestyle Motocross show

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

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

Initials JC

- 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 JC

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

Initials JC

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

Initials JC

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

Initials JL

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 JL

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 JL

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 JL

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 JL

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

Organization: WO Motorsports LLC
Name: James Carter Title: owner/Promoter
Signature: [Handwritten Signature] Date: 01/06/24

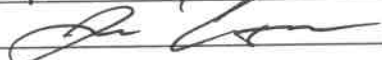
Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment

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

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

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

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

Name: James Carter Date of Birth: 09/04/1989
Address: 3222 Wonderland Dr
Rapid City SD 57702
Signature:  Date: 01/16/24

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

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

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____


City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: WO Motorsports LLC
 Name: James 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.

Organization: WO Motorsports LLC
Name: James Carter Title: owner/Promoter
Signature: [Signature] 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 responsibilities to and of the concessionaire as they relate to the rental agreement and the use of the Deadwood Event Complex.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Alcohol Policy for Facility Rentals

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

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

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

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

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

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

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

Organization: WO Motorsports LLC
 Name: James Carter Title: owner/promoter
 Signature: [Signature]
 Dates/Times Alcohol will be served: 07/06/24 5pm - 10pm

Business name who will be serving: Cadillac Sacks Gaming Resort

Liquor Liability Insurance

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

Name of Insurance Company: _____

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

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

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

General Business within the Event Complex

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

Initials JC

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

Initials JC

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 JC

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 JC

Organization: Wo Motorsports LLC
 Name: James Carter Title: Owner/Promoter
 Signature: [Signature] Date: 09/16/24

Event Complex Sign and Banner Policy

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

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

Organization: WO Motorsports LLC
 Name: James Carter Title: owner/promoter
 Signature:  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
- Pumping of water from the Arena Area
- Additional Dirt or Sand for the Arena
- Fence panel installation and tear down
- Snow removal from or hauling snow into event complex
- Water – Bulk amounts of water used for dust control, snowmaking, etc.

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: WO Motorsports LLC

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.

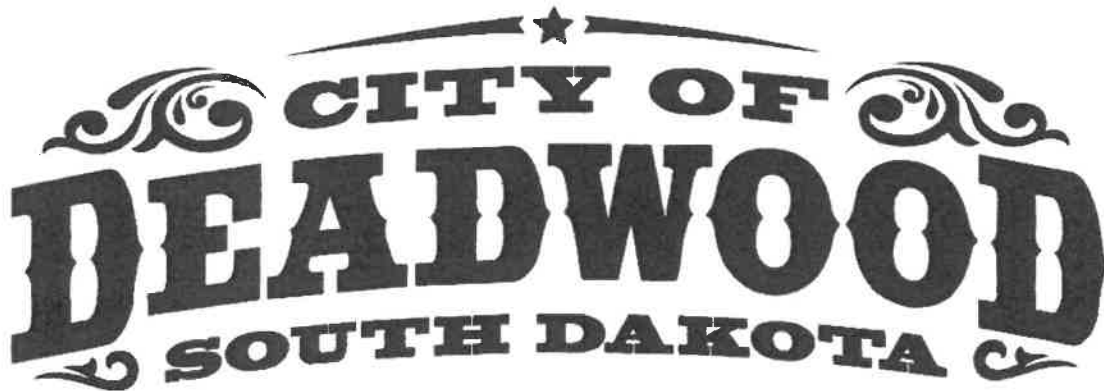
Organization: WO Motorsports LLC

Name: James Carter Title: owner/promoter

Signature: [Signature] Date: 01/16/24

Daytime Phone Number: 605 415 2371

Date of your Event(s): 07/06/24 Group/Event Name: WO Motorsports Arenacross Race & Freestyle Motocross Show



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).

Adopted June 1, 2023

EVENT INFORMATION

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

Event Title: Black Hills Redemption

Event Date(s): 06/21/24 - 06/23/24 Total Anticipated Attendance: 10,000
 (month, day, year) (# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 10:00 AM / PM (to): 10:00 AM / PM

Location / Staging Area: Main St from Wall to Deadwood; Outlaw Park & Info/Visitor Center Parking lot.

Set up/assembly/construction 06/20/24 Start time: 10:00AM AM / PM

Please describe the scope of your setup / assembly work (specific details): Replica of campsite from video game Red Dead Redemption 2. This is to include a chuck wagon and cover wagon. Civil war tents with accents to address the time period. The location for the camp is the Outlaw Square Park.

Dismantle Date: 06/23/24 Completion time: closing or 10 PM AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Main St from Wall to Deadwood. 10AM to 10PM 06/21/24 - 06/23/24

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

OPEN CONTAINER

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

Date: N/A Times: _____ Zone: _____
 Date: _____ Times: _____ Zone: _____
 Date: _____ Times: _____ Zone: _____
 Date: _____ Times: _____ Zone: _____
 Date: _____ Times: _____ Zone: _____

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit) Noncommercial (nonprofit)

Sponsoring Organization: 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
(city) (state) (zip code)

Daytime phone: (610) 509-4030 Evening Phone: (610) 509-4030 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
(city) (state) (zip code)

Contact person "on site" day of event or facility use Kenneth J. Palkow Pager/Cell #: 610-509-4030

(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 | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 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). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s): <u>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.</u> |

Adopted June 1, 2023

**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 to ask the city if I can rename some buildings to reflect those in the game.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

- | NO | YES | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the event involve the sale or use of alcoholic beverages? If YES, please provide your liquor liability insurance information to the last page of this application. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Will items or services be sold at the event? If YES, please describe: _____
Event t-shirts and memorabilia.

_____ |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does this event involve a moving route of any kind along streets, sidewalks, or highways? If YES, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does this event involve a fixed venue site? If YES, attach a detailed site map showing all street impacted by the event. |

Adopted June 1, 2023

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.
- Food Concession and / or Food Preparation Area(s).

Please describe how food will be served at the event: N/A

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.
- Tables and Chairs.
- Fencing, Barriers and / or Barricades.
- Generator Locations and / or Source of Electricity.
- Canopies or Tent Locations.
- Booths, Exhibits, Displays or Enclosures.
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
- Vehicles and / or Trailers.
- Trash Containers and Dumpsters.

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

Number of trash cans: 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. _____

Adopted June 1, 2023

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 looking at bringing some of the Tombstone Arizona Rangers.

Please describe your Accessibility Plan for access at your event by individuals with disabilities: All areas will utilize the city's existing disabilities accessibility infrastructure.

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

NO YES

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

Security Organization: Arizona Rangers

Security Organization Address: Tombstone, AZ 85638

(city)

(state)

(zip code)

Security Director (Name): Lisa Penny

Business phone: 520-488-5201

NO YES

Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators: Use of lighting within Outlaw Park

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

Number _____ Ambulance(s) – How provided? TBD with Hospital

Number _____ Emergency Medical Technicians – How provided? TBD with Hospital

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: KJP

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: KJP

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: I have already
been communicating with merchants to notify them of the event and asking if they would like to participate.

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

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

Number of Stages: _____ Number of Bands: _____

Type of Music: _____

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

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

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

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

Are any signs, banners decorations or special lighting be used? If YES, please describe: _____
Two banners at each end of Main Street - Wall & Deadwood. Some merchant window signage changes to reflect businesses from the video game.

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO 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.

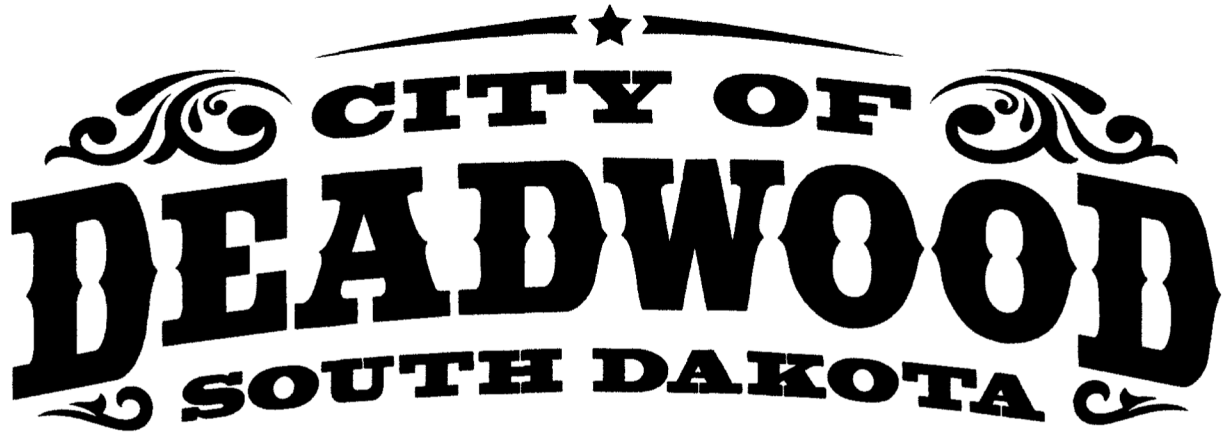
NO YES
 Will there be any live media coverage during your event? If YES, please explain:

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

NAME: Kenneth J. Palkow

PHONE: 610-509-4030

Adopted June 1, 2023



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).

EVENT INFORMATION

Type of Event:

- Run Walk Bike Tour Bike Race Parade Concert
 Street Fair Triathlon Other

FARMERS MARKET FRIDAYS Beginning June 21 through September 20

Event Title: _____

Event Date(s): Fridays, Jun 21 - Sep 20 Total Anticipated Attendance: Varies
(month, day, year)

 (# of Participants # of Spectators)

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

Location / Staging Area: Gordon Park

Set up/assembly/construction Date: Fridays Jun 21 - Sep 20 Start Time: 1pm AM / PM

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

Vendors must unload, move their car and set up their booth

Dismantle Date: Fridays, Jun 21 - Sep 20 Completion time: 8pm AM / PM

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

N/A

- Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street.
- Any request involving 25-50 motor vehicles (not including motorcycles) - will park on the north side of Main Street, which will not require street closure.
- Any request involving 50 or more vehicles (which would require an entire street closure From Wall Street to 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) Noncommercial (nonprofit)

Sponsoring Organization: MSI Design

Chief Officer of Organization (NAME): Kevin Kuchenbecker

Applicant (NAME): Vicki Dar Business Phone: (509) 879-1992

Address: 102 Sherman St Deadwood SD 57732
(city) (state) (zip code)

Daytime phone: (509) 879-1992 Evening Phone: (509) 879-1992 Fax #: () _____

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

N/A

Name: _____

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

Vicki Dar 509-879-1992

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

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

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

FEES / PROCEEDS / REPORTING

- NO YES Is your organization a "Tax Exempt, nonprofit" organization? If YES, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).
- Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s):.

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

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

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.

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:
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:
 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.

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.

Number of Stages: N/A Number of Bands: _____

Type of Music: _____

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

- Will **sound 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.
- Will any signs, banners, decorations or special lighting be used? If **YES**, please describe:

LIQUOR LIABILITY INSURANCE

REQUIRED: This insurance coverage is required if you are planning to sell alcoholic beverages at your event or facilities rental.

Name of Insurance Company: _____ Agent's Name: _____

Business Phone: _____ Policy Number: _____ Policy Type: _____

Address: _____

(city) (state) (zip code)

Please obtain the required insurance and mail an original insurance certificate to: **City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.**

AFFIDAVIT OF APPLICANT

ADVANCE CANCELLATION NOTICE REQUIRED: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

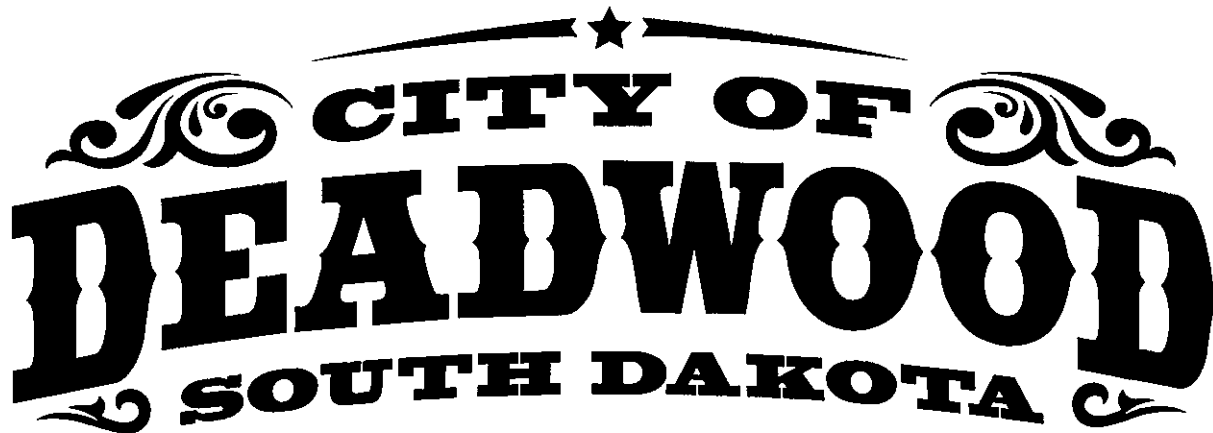
I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules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

Name of Applicant (PRINT): Vicki Dar Title: Volunteer

Vicki Dar Date: _____

(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).

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 (Summer Trek)

Event Date(s): June 21,22,23 Total Anticipated Attendance: 160
(month, day, year)

(# of Participants 150 # of Spectators 10)

Actual Event Hours: (from): 6:00am AM / PM (to): 4:00pm AM / PM

Location / Staging Area: Deadwood Mickelson Trail Trailhead

Set up/assembly/construction Date: June 23 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: June 23 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) Noncommercial (nonprofit)

Sponsoring Organization: South Dakota Game Fish and Parks

Chief Officer of Organization (NAME): Shannon Percy

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.

Name: _____

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

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

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

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

FEES / PROCEEDS / REPORTING

- | NO | YES | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 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). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s): |

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.

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.

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: 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.

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 illuminated to ensure the safety of the participants and spectators:**

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

Number _____ Ambulance(s) – How provided?

Number _____ Emergency Medical Technicians – How provided?

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

Acknowledge acceptance with initial: 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

NO YES

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

Number of Stages: _____ Number of Bands: _____

Type of Music: _____

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

Will **sound 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.

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:

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

Applicant acknowledges and agrees to allow the City to publish the Contact Person and media referral telephone numbers on the internet in conjunction with the Calendar of Upcoming Events in the City of Deadwood. If you have a home page and want us to link with our Calendar, please provide the Internet address for your homepage:

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

NAME: Shannon Percy PHONE: 605-641-3540

INSURANCE REQUIREMENTS

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

Name of Insurance Company: State of South Dakota Agent's Name:

Business Phone: Policy Number: Policy Type:

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

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

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

LIQUOR LIABILITY INSURANCE

REQUIRED: This insurance coverage is required if you are planning to sell alcoholic beverages at your event or facilities rental.

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 insurance certificate to: **City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.**

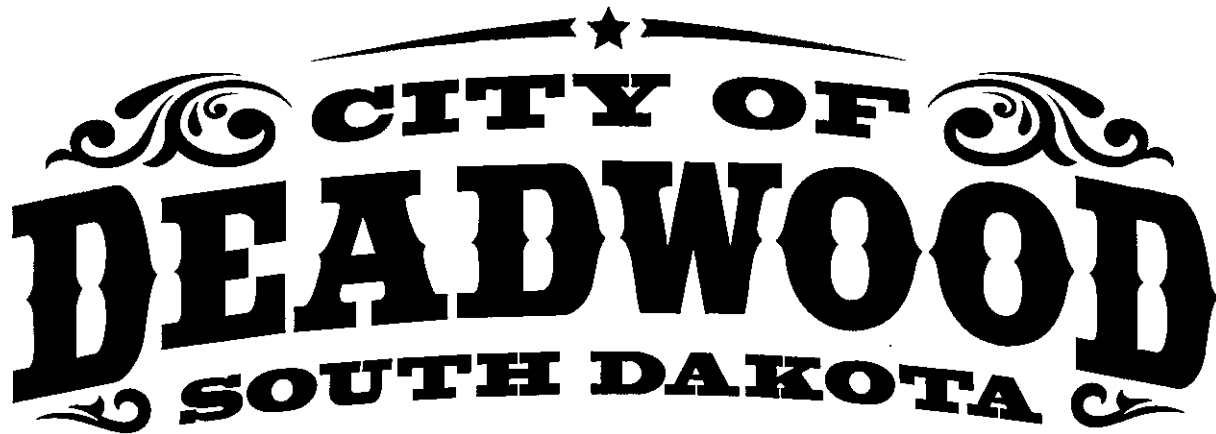
AFFIDAVIT OF APPLICANT

ADVANCE CANCELLATION NOTICE REQUIRED: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

Name of Applicant (PRINT): Shannon Percy Title: District Supervisor

[Signature] Date: 1-26-24
(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 (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
(month, day, year)

(# of Participants 650 # of Spectators 10)

Actual Event Hours: (from): 6:00am AM / PM (to): 4:00pm AM / PM

Location / Staging Area: Deadwood Mickelson Trail Trailhead

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: September 22 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) Noncommercial (nonprofit)

Sponsoring Organization: South Dakota Game Fish and Parks

Chief Officer of Organization (NAME): Shannon Percy

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.

Name: _____

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

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

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

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

FEES / PROCEEDS / REPORTING

NO YES

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

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

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.

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.

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.

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

NO YES

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

Number of Stages: _____ Number of Bands: _____

Type of Music: _____

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

Will **sound 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.

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:

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

Applicant acknowledges and agrees to allow the City to publish the Contact Person and media referral telephone numbers on the internet in conjunction with the Calendar of Upcoming Events in the City of Deadwood. If you have a home page and want us to link with our Calendar, please provide the Internet address for your homepage:

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

NAME: Shannon Percy PHONE: 605-641-3540

INSURANCE REQUIREMENTS

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

Name of Insurance Company: State of South Dakota Agent's Name:

Business Phone: Policy Number: Policy Type:

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

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

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

LIQUOR LIABILITY INSURANCE

REQUIRED: This insurance coverage is required if you are planning to sell alcoholic beverages at your event or facilities rental.

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 insurance certificate to: **City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.**

AFFIDAVIT OF APPLICANT

ADVANCE CANCELLATION NOTICE REQUIRED: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

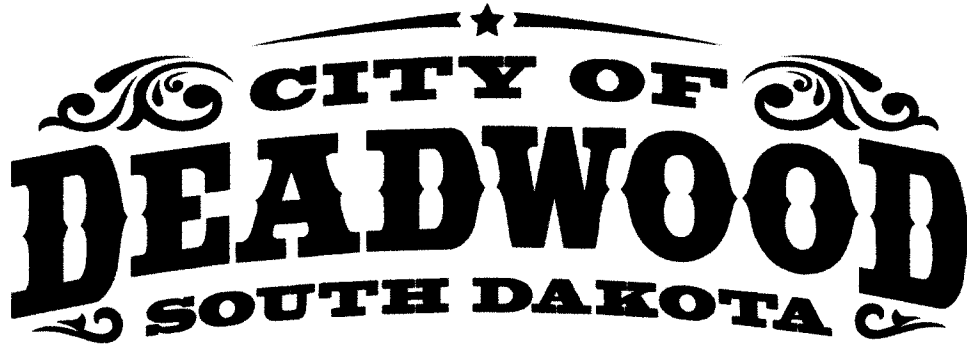
I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules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

Name of Applicant (PRINT) Shannon Percy Title: District Supervisor


(Signature of Applicant / Sponsoring Organization)

Date: 1-26-24


(Signature of Professional Event Organizer or Renter of City-owned Facilities)



Event Complex Rental and Use Agreement

Event: Monsters of Destruction

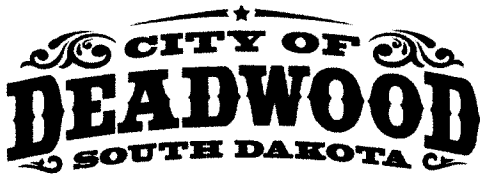
Date: 2/22/24

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	2
Rental and Use Agreement	
• Contact information	3-4
• Rental & Deposit Fee Schedule	5
• Rental Rules and Regulations	6-7
Insurance and Liability Overview.....	8
• Facilities Use Agreement Indemnification and Insurance Clause.....	9
• Event Sponsor Release and Indemnification Agreement	10-11
• Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment	12
• Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment for Minor(s)	13
Building Rental Rules	14
Event Complex Parking Requirements.....	15
Responsibilities to and of Concessionaire.....	16
Acknowledgement of Deadwood Codified Ordinances	
• Alcohol Policy	17
• Liquor Liability Insurance.....	18
• General Business within the Complex	19
• Signs and Banners.....	20
City Services and Equipment	21-22
References.....	23



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Monsters of Destruction

Contact Information:

Name of Applicant: Andy Miller

Business/Organization: Events Inc.

Mailing Address: 16427 Clarks Hill Way

City, State Zip: Westfield, IN 46074

Business Phone: 317 450 0772 Cell Phone: same

Email Address: andy@events-inc.com

Dates Event Complex requested:

Set up Date(s): June 28 Hour(s): 0800 - 1800

Event Date(s): June 29 + 30 Hour(s): 1730 - 2200

Clean-up Date(s): July 1 Hour(s): 0800 - 1200

Approximate number of people who will attend: 4000

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

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

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

Deadwood Event Complex Rental and Use Agreement

Event Name: Monsters of Destruction

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: Mike Moore Title: Owner
 Phone: 317 716 2684 Representing: MOD

Name: Lee Collins Title: Owner
 Phone: 253 740 4235 Representing: MOD

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

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

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

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

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

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

Rental Fees:

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

Ticketed Events:

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

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

Damage Deposit (Refundable): \$1250 minimum (no alcohol) or \$2,500 minimum (serving alcohol), which includes a \$250 non-refundable administrative fee.

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

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

Deposit must be received before application can be approved.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Request to Waive Complex Fees

Refundable Deposits

Event Complex Facilities \$ 2000
 Baseball Fields \$ _____
 Parking Lots \$ 1000
 Cleaning/Trash Removal \$ 500
 Streaming \$ _____
 Total Fees \$ 0

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

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

Organization: Events Inc

Name: Andy Miller Title: Owner

Signature: AM Date: 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.

Initials Av

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

Initials Av

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

Initials Av

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

Initials Av

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

Initials Av

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

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

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

Initials AW

7. Outdoor/Animal Events: (Check Acknowledgement)

NA

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

Initials _____

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: Evarts Inc
Name: Andy Miller Title: Owner
Signature: AM 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

Initials AV

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

Participant Release and Indemnification required? YES X NO _____

Initials AV

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

Initials AV

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

Initials AV

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

Initials AW

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 AW

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 AW

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 AW

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 AW

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

Organization: Events Inc
Name: Andy Miller Title: owner
Signature: AW 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:

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

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

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

Name: Andy Miller Date of Birth: 2/2/81
 Address: 6223 ECR 6005
Plainfield, IN 46168
 Signature: AM Date: 2/22/24

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

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

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: Events Inc

Name: Andy Miller Title: owner

Signature: [Signature] Date: 2/22/24

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

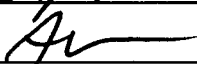
Additional Notes:

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

I have read and understand these rules.

Organization: Events Inc

Name: Analy Miller Title: owner

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

Organization: Events Inc
 Name: Andy Miller Title: owner
 Signature: [Signature] Date: 2/22/24

Alcohol Policy for Facility Rentals

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

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

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

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

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

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

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

Organization: Events Inc

Name: Andy Miller Title: owner

Signature: [Signature]

Dates/Times Alcohol will be served: June 29+30 530PM-930PM

Business name who will be serving: _____

Liquor Liability Insurance

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

Name of Insurance Company: K&K Provided by Cadillac Jack

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

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

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

General Business within the Event Complex

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

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

Initials Av

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

Initials Av

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

Initials Av

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

Initials Av

Organization: Events Inc

Name: Andy Miller Title: owner

Signature: Av Date: 2/22/24

Event Complex Sign and Banner Policy

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

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

Organization: Events Inc

Name: Andy Miller Title: owner

Signature: AM Date: 2/22/24

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: Events Inc

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: Danette Mohr Phone Number: 618 357 1355
 City/State: Duquoin, IL Event Name: MOID
 Event Location: Duquoin St. Fair Email: danette.mohr@illinois.gov
- 2) Name: Kristina Balla Phone Number: 606-258-2020
 City/State: Corbin, KY Event Name: MOID
 Event Location: The Arena Email: kristina.balla@thecorbinarena.com
- 3) Name: Marlee Yahn Phone Number: 608-267-1549
 City/State: Madison, WI Event Name: MOID
 Event Location: Alliant Energy Center Email: yahn.marlee@alliantenergycenter.com

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

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

Organization: Events Inc
 Name: Andy Miller Title: owner
 Signature: AM Date: 2/22/24
 Daytime Phone Number: 317 450 0772
 Date of your Event(s): June 29+30 Group/Event Name: Monsters of Destruction

2100 Inc.
16427 Clarks Hill Way
Westfield, IN 46074
317-716-2684

Section 4 Item d.

DATE 2/22/24

20-1/740

PAY
TO THE
ORDER OF

City of Deadwood

\$ 2600.-

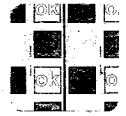
Two thousand six hundred

DOLLARS

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

FOR MOI Deposit

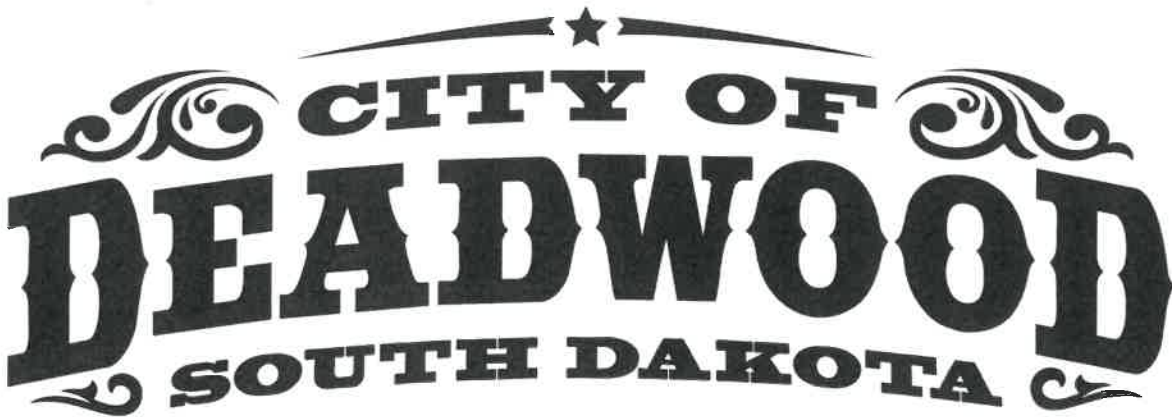
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Details on back
Security Features

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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).

Adopted June 1, 2023

EVENT INFORMATION

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

Event Title: 4th of July Parade

Event Date(s): 7/4/24 Total Anticipated Attendance: _____
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 3pm AM / PM (to: 4pm AM / PM

Location / Staging Area: _____

Set up/assembly/construction 2pm Start time: 3pm AM / PM

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

Dismantle Date: 4pm Completion time: 4pm AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Main street-14A

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

OPEN CONTAINER

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

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Dory Hanson

Applicant (NAME): Sarah Kryger Business Phone: (605) 578-1876

Address: 501 MAIN ST DEADWOOD SD 57732
(city) (state) (zip code)

Daytime phone: (605) 578-1876 Evening Phone: (605) 863-1249 Fax #: (605) 578-2429

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

Name: _____

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

Contact person "on site" day of event or facility use Sarah Kryger Pager/Cell #: 605-863-1249

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

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

FEES / PROCEEDS / REPORTING

NO YES

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

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

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

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

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

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

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.
- Tables and Chairs.
- Fencing, Barriers and / or Barricades.
- Generator Locations and / or Source of Electricity.
- Canopies or Tent Locations.
- Booths, Exhibits, Displays or Enclosures.
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
- Vehicles and / or Trailers.
- Trash Containers and Dumpsters.

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

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

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

NO YES

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

Security Organization: _____

Security Organization Address: _____

(city)

(state)

(zip code)

Security Director (Name): _____ Business phone: _____

NO YES

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

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

Number 0 Ambulance(s) – How provided? _____

Number 0 Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: SJK

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: SJK

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

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

Number of Stages: _____ Number of Bands: _____

Type of Music: _____

Will **sound amplification** be used?
 If **YES**, please indicate: Start Time: 3pm AM / PM – Finish Time: 4pm AM / PM

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

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

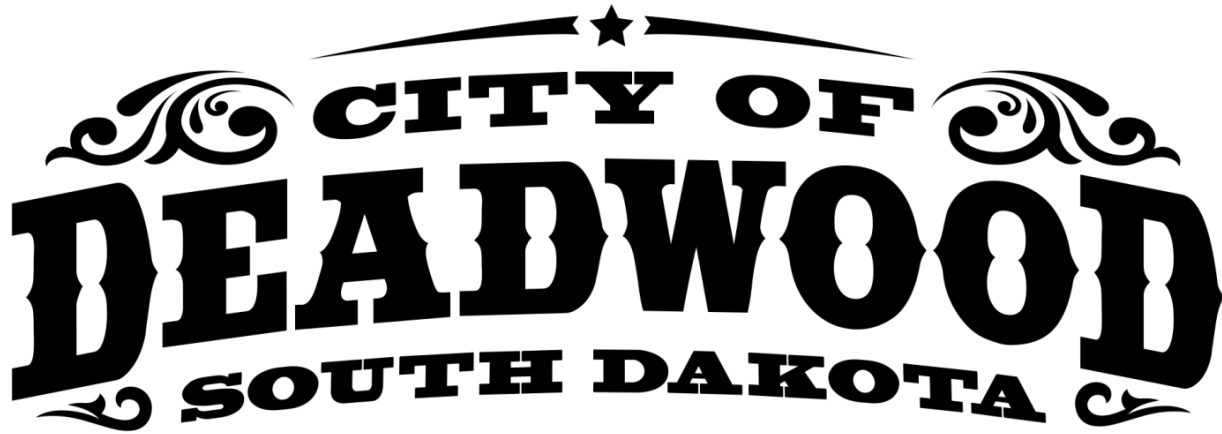
NO YES
 Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:
Local and social media

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

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

NAME: Amanda Kille PHONE: 605-578-1876

Adopted June 1, 2023



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).

Adopted June 1, 2023

EVENT INFORMATION

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

Event Title: Medicine Wheel Ride - HD

Event Date(s): August 4, 2024 Total Anticipated Attendance: 100
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 11 am AM / PM (to): 4 pm AM / PM)

Location / Staging Area: Outlaw Square

Set up/assembly/construction Interpretive Lot Start time: 9:00 am AM / PM

Please describe the scope of your setup / assembly work (specific details):
gating and blocking out half of the Interpretive Lot, closest to Deadwood St. for Medicin
Wheel Riders parking

Dismantle Date: August 4 Completion time: 5 pm AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: No Street Closures

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

OPEN CONTAINER

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

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Harley Davidson

Chief Officer of Organization (NAME): _____

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

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

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

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

Name: Brian Myrick 864-404-8389

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

Contact person "on site" day of event or facility use Brian Myrick Pager/Cell #: 864-404-8389

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

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

FEES / PROCEEDS / REPORTING

NO YES

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

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

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

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

The Medicine 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 activatio at Outlaw Square.

We are requesting half of the Interpretive lot be cordoned off with gates to used for Medicine Wheel 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.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

- | | | |
|-------------------------------------|-------------------------------------|---|
| NO | YES | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the event involve the sale or use of alcoholic beverages? If YES , please proved your liquor liability insurance information to the last page of this application. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will Items or services be sold at the event? If YES , please describe: _____
_____ |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does this event involve a moving route of any kind along streets, sidewalks, or highways? If YES , attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does this event involve a fixed venue site? If YES , attach a detailed site map showing all street impacted by the event. |

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

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

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

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

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.
- Tables and Chairs.
- Fencing, Barriers and / or Barricades.
- Generator Locations and / or Source of Electricity.
- Canopies or Tent Locations.
- Booths, Exhibits, Displays or Enclosures.
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
- Vehicles and / or Trailers.
- Trash Containers and Dumpsters.

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

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

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: Outlaw Square staff will handle clean up.

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**:
Private Security will be on hand and Outlaw Square staff will handle internal issues

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

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

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

Security Organization: Badlands Security

Security Organization Address: 1109 Snoma Road Belle Fouché, SD
(city) (state) (zip code)

Security Director (Name): Fritz Carlson Business phone: _____

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

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

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

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

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

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

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

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

Number of Stages: 1 Number of Bands: 1

Type of Music: variety

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

Will **sound check** be conducted prior to the event?
If **YES**, please indicate: Start Time: 1 pm 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 YES
 Will there be any live media coverage during your event? If **YES**, please explain:

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

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: _____

Agent’s Name: _____

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

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

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

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

AFFIDAVIT OF APPLICANT

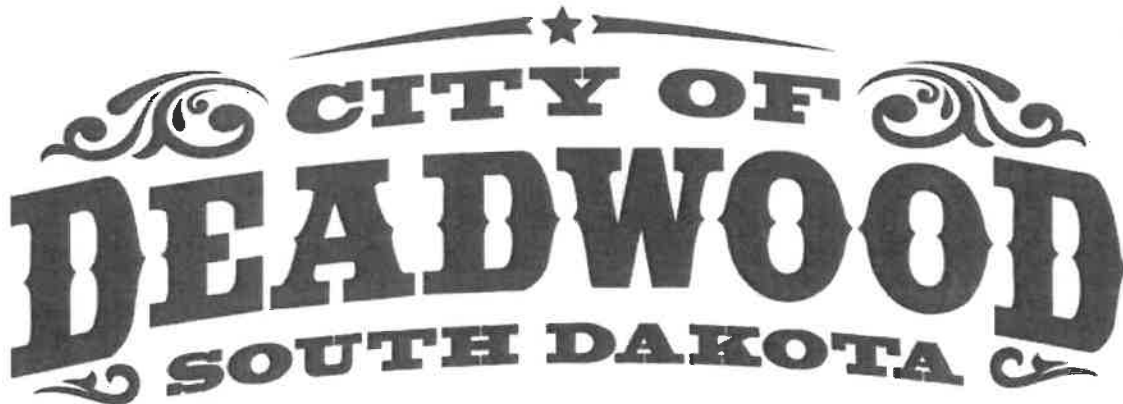
Advance Cancellation Notice Required: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

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

Date: 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).

Adopted June 1, 2023

EVENT INFORMATION

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

Event Title: Legends Ride

Event Date(s): 8/5/2024 Total Anticipated Attendance: 500
 (month, day, year) (# of Participants # of Spectators)

Actual Event Hours: (from: 9AM AM / PM (to: 4PM AM / PM

Location / Staging Area: Deadwood-Pine

Set up/assembly/construction 8/5/2024 Start time: 9AM AM / PM

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

Dismantle Date: 8/5/2024 Completion time: 4PM AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Deadwood to Pine 8/5/2024 9AM-4PM Interpretive Lot 6AM-3PM

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

OPEN CONTAINER

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

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

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit) Noncommercial (nonprofit)

Sponsoring Organization: Buffalo Chip Campground, LLC

Chief Officer of Organization (NAME): Rod Woodruff

Applicant (NAME): Kris Sammons Business Phone: (605) 347-9000

Address: 205622 Fort Meade Way, Sturgis SD 57785
(city) (state) (zip code)

Daytime phone: (605) 347-9000 Evening Phone: (605) 641-8490 Fax #: ()

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

Name: _____

Address: 205622 Fort Meade Way, Sturgis SD 57785
(city) (state) (zip code)

Contact person "on site" day of event or facility use Robert Pandya Pager/Cell #: 512-630-3960

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

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

FEES / PROCEEDS / REPORTING

NO YES
 Is your organization a "Tax Exempt, nonprofit" organization? If YES, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).

Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s): participants pay a fee that is completely used for charitable contribution to support local charities

Adopted June 1, 2023

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 parking. If not utilized, the lot will be reopened.

Fund raising event to include charities such as South Dakota Special Olympics Rapid City Flame, Shriners Transportation Fund for Children 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 | YES | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the event involve the sale or use of alcoholic beverages? If YES , please provide your liquor liability insurance information to the last page of this application. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will items or services be sold at the event? If YES , please describe: _____
_____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does this event involve a moving route of any kind along streets, sidewalks, or highways? If YES , attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does this event involve a fixed venue site? If YES , attach a detailed site map showing all street impacted by the event. |

Adopted June 1, 2023

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.
- Food Concession and / or Food Preparation Area(s).

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

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.
- Tables and Chairs.
- Fencing, Barriers and / or Barricades.
- Generator Locations and / or Source of Electricity.
- Canopies or Tent Locations.
- Booths, Exhibits, Displays or Enclosures.
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
- Vehicles and / or Trailers.
- Trash Containers and Dumpsters.

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

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

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

Please describe your **Accessibility Plan** for access at your event by individuals with disabilities: _____
Sidewalks to remain open _____

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

NO YES

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

Security Organization: _____

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

Security Director (Name): _____ Business phone: _____

NO YES

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

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

Number 0 Ambulance(s) – How provided? _____

Number 0 Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: _____

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

Acknowledge acceptance with initial: _____

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: _____ Number of Bands: _____

Type of Music: _____

Will **sound amplification** be used?
If **YES**, please indicate: Start Time: 11AM AM / PM – Finish Time: 3PM AM / PM

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

Please describe the sound equipment that will be used for your event: _____
Outlaw Square PA System

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

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

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:
promoted by Buffalo Chip Campground website and social platforms

NO YES

Will there be any live media coverage during your event? If **YES**, please explain:
local news agencies usually have a representative to film

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

NAME: Cody Ertman/Media

PHONE: 605-641-2328

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Hub International

Agent's Name: Jeremy Vliem/Sturgis

Business Phone: (605) 347-4644 Policy Number: _____ Policy Type: Commercial Liabilit

Address: 205622 Fort Meade Way, Sturgis SD 57785

(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

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

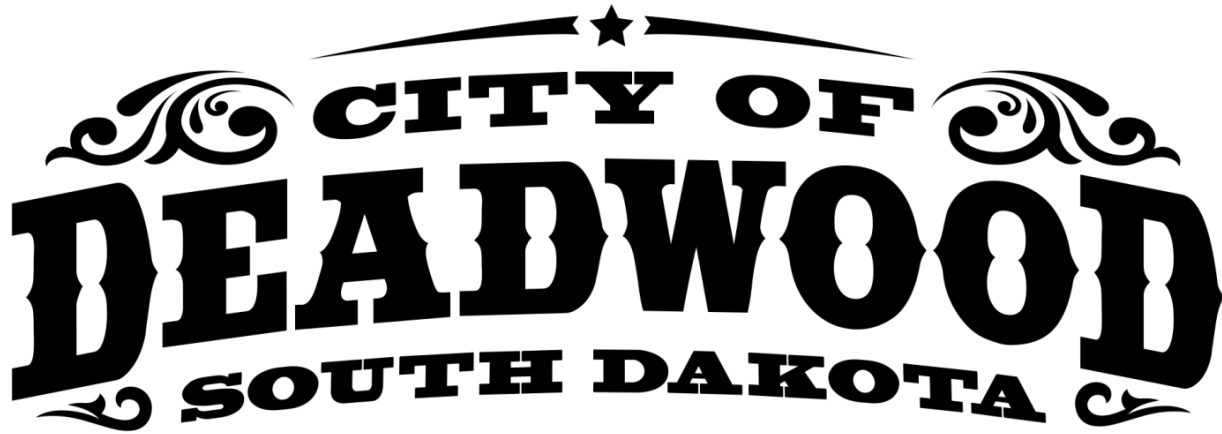
I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules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

Name of Applicant (PRINT): By Rod Woodruff Title: Pres

[Signature] Date: 1/25/24

(Signature of Applicant/Sponsoring Organization)

Adopted June 1, 2023



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).

Adopted June 1, 2023

EVENT INFORMATION

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

Event Title: Rusty Wallace Charity Ride

Event Date(s): August 9, 2024 Total Anticipated Attendance: 150
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 12 pm AM / PM (to): 10 pm AM / PM

Location / Staging Area: Outlaw Square/Main Street

Set up/assembly/construction August 9 Start time: 11 am / 4 pm AM / PM

Please describe the scope of your setup / assembly work (specific details):
Closing off Main street between Pine and Shine - Staging with include pre-set up of bar
Then the bollards will be in place with gates on Deadwood Street

Dismantle Date: August 9 Completion time: 3:15 pm(Main) 10 pm(d) AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Main Street between Pine and Shine closed from 12 pm until 3 pm,
will reopen when riders depart - Deadwood St closed from 4 pm until 10 pm

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

OPEN CONTAINER

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

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

APPLICANT AND SPONSORING ORGANIZATION INFORMATION Commercial (for profit) Noncommercial (nonprofit)Sponsoring Organization: Buffalo Chip Campground, LLCChief Officer of Organization (NAME): Rod WoodruffApplicant (NAME): Wade Morris aka Bobby Business Phone: (605) 347-9000Address: 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.

Name: _____

Address: 205622 Fort Mead Way, Sturgis, SD 57785

(city)

(state)

(zip code)

Contact person "on site" day of event or facility use 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 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 gather 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 down 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 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: Charity Auction Items will be sold during event
- Does this event involve a moving route of any kind along streets, sidewalks, or highways? If **YES**, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.
- Does this event involve a fixed venue site? If **YES**, attach a detailed site map showing all street impacted by the event.

Adopted June 1, 2023

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

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

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

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

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

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.
- Tables and Chairs.
- Fencing, Barriers and / or Barricades.
- Generator Locations and / or Source of Electricity.
- Canopies or Tent Locations.
- Booths, Exhibits, Displays or Enclosures.
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
- Vehicles and / or Trailers.
- Trash Containers and Dumpsters.

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

Number of trash cans: 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

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

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

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

NO YES

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

Security Organization: _____

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

Security Director (Name): _____ Business phone: _____

NO YES

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

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

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

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

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

Acknowledge acceptance with initial: _____

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

Acknowledge acceptance with initial: _____

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____
Residents and 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**, 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: 12 pm AM / PM – Finish Time: 3 pm AM / PM

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

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

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

Outlaw Square PA System will be used

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

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

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:
promoted by Buffalo Chip Campground website and social media platform

NO YES

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:

NAME: Cory Ertman

PHONE: 605-641-2328

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Hub International
 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

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

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

Name of Applicant (PRINT): _____ Title: _____

 Date: _____

(Signature of Applicant/Sponsoring Organization)