



Event Committee Meeting Meeting Agenda

April 24, 2025

1. **ROLL CALL**
2. **APPROVAL OF MINUTES**
 - [a.](#) Approval of March 27, 2025 minutes.
3. **OLD BUSINESS**
 - a. Recap of April Events: Forks Corks and Kegs.
 - [b.](#) Parts Unlimited Dealer Ride - October 11-15, 2025.
4. **NEW BUSINESS**
 - [a.](#) Red Knights visit at the Fire Hall - June 27, 2025.
 - [b.](#) 3-Wheeler Rally - Adding additional tent - July 6-11, 2025.
 - [c.](#) Days of '76 Rodeo - July 19-28, 2025.
 - [d.](#) Harley Davidson Activation Demo Rides Lower Main Lot - July 29 - August 8, 2025.
 - [e.](#) Harley Davidson Rally Point at Outlaw Square - August 1-10, 2025.
 - [f.](#) Harley Davidson - Medicine Wheel Ride In - August 3.
 - [g.](#) The Drifters - August 19, 2025.
 - [h.](#) ARSA National Championship - Amending Wolfpack Working Dogs - September 12-14, 2025. Previously approved for May 9-11, 2025.
 - [i.](#) Deadwood Jam - September 19-20, 2025.
5. **REFUNDS**
 - a. Snocross - January 24-25, 2025 - \$2350.00.
6. **UPCOMING EVENTS**
7. **OPEN DISCUSSION**
8. **MEETING ADJOURNMENT**
 - a. Next meeting will be Thursday, May 29, 2025 at 10:00 a.m.

CITY OF DEADWOOD EVENT COMMITTEE

Roll Call:

The City of Deadwood Event Committee met Thursday March 27, 2025 in the Century Room in City Hall. Sharon Martinisko called the meeting to order at 10:00 a.m. Present were Sharon Martinisko, Randy Adler, Jesse Allen, Joel Ellis, Michelle Fischer, Jim Lee, Tom Riley, Bobby Rock, Cory Shafer, Rose Speirs, Lornie Stalder, Charlie Struble-Mook and Misty Trehwella.

Also present were Vicki Dar, Kris Sammons, Rod Woodruff, Jeff Shroeder, Tyler Martin, Bre Bacon, Lexi Lux and Bart Hamm.

Approval Of Minutes:

Minutes of the meeting on February 27, 2025, were approved by Mrs. Speirs, second by Mr. Rock as amended; motion carried unanimously.

Old Business:

1. Recap of November Events:

Mardi Gras – No issues, successful event.

St. Patrick's Day – no issues, pub crawl numbers were down. Lower Main Street had no activities for the bump out.

2. Kool Deadwood Nites – August 22-24, 2025.

Mr. Allen stated this was continued from previous meeting to visit with Wayne Morris concerning parking, which Mr. Morris has agreed to the fee of \$147.00. Mr. Rock moved to approve and recommend to city commission, seconded by Mrs. Struble-Mook; motion carried unanimously.

3. Mustang Rally – August 28, 2025.

Mr. Allen stated meeting was held with Deadwood Alive and Mustang Rally and agreement was made to reimburse Deadwood Alive for loss income. He is requesting Main Street closure and staging will take place at Sherman Lot. Mr. Ellis moved to approve and recommend to city commission, seconded by Mrs. Speirs; motion carried unanimously.

New Business:

1. Lead Deadwood Youth Soccer – March 29 – May 30, 2025.

Mrs. Bacon and Mr. Martin spoke about the event, requesting use of Ferguson Field. Discussion was held concerning use of restrooms. Mr. Rock moved to approve and recommend to city commission, seconded by Mr. Adler; motion carried unanimously.

2. Deadwood Lead 76ers Swim Team Practice – Amend through August 9.

Ms. Trehwella asked to amend the application through August 9 and will coordinate with Rec Center staff. Mr. Adler moved to approve and recommend to city commission, seconded by Mrs. Struble-Mook; motion carried unanimously.

3. Use Agreement with SD Dept. of Public Safety, Wildland Fire Division.

Ms. Trehwella gave an update on the agreement with SD Dept. of Public Safety.

4. Event Complex Application Update. Adding disclaimer and Ferguson Field

Discussion was held concerning the changes which are disclaimer for SD Dept of Public Safety and then adding Ferguson Field to the use area on page 3. Mr. Lee moved to approve and recommend to city commission, seconded by Mr. Stalder; motion carried unanimously.

5. Community Concert – June 17, 2025.

Mr. Rock spoke about the event, requesting open container and street closure. Mrs. Struble-Mook moved to approve and recommend to city commission, seconded by Mrs. Speirs; motion carried unanimously.

6. Deadwood Friday Farmers Market.

Vicki Dar, Farmers Market, spoke about the event, requesting use of public property at Gordon Park, waiver of banner and vending fees. Mrs. Speirs moved to approve and recommend to city commission, seconded by Mrs. Fischer; motion carried unanimously.

7. Bev's Poker Run – June 25, 2025.

Mrs. Struble-Mook spoke about the event, requesting bike parking on Main Street. Mr. Ellis moved to approve and recommend to city commission, seconded by Mr. Rock; motion carried unanimously.

8. Mr. Wu's Wong Weekend – June 26-28, 2025

Mr. Allen spoke about the event, requesting temporary street closure. Discussion was held concerning Deadwood Alive Performances and concerns with pyrotechnics (firecrackers.) Bart Hamm, Mr. Wu's, said they would work with the Fire Dept. on the firecrackers. Mr. Allen stated event was approved by Parking and Transportation. Mr. Rock moved to approve contingent on Fire Dept. approval of firecrackers and recommend to city commission, seconded by Mrs. Struble-Mook; motion carried unanimously.

9. Park West Jacobs Gallery Concert – June 28, 2025

Mr. Rock spoke about the event, requesting open container and street closure. Mrs. Struble-Mook moved to approve and recommend to city commission, seconded by Mrs. Speirs; motion carried unanimously.

10. Freedom Weekend Concert – July 5, 2025

Mr. Rock spoke about the event, requesting open container and street closure. Mrs. Struble-Mook moved to approve and recommend to city commission, seconded by Mr. Adler; motion carried unanimously.

11. Black Hills Shoot Out/AAU Wrestling – July 19, 2025

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

12. Legends Ride – August 4, 2025

Mrs. Sammons spoke about the event, requesting street closure and use of Int. Lot. Mrs. Struble-Mook moved to approve and recommend to city commission, seconded by Mrs. Fischer; motion carried unanimously.

13. Rusty Wall Ride – August 8, 2025

Mrs. Sammons spoke about the event, requesting street closure and use of Int. Lot. Mr. Rock moved to approve as amended and recommend to city commission, seconded by Mrs. Fischer; motion carried unanimously.

14. Jeep Jamboree – September 18-20, 2025

Mr. Allen spoke about the event, requesting use of public property at Event Complex. Discussion was held concerning restrooms. Mrs. Struble-Mook moved to approve as amended and recommend to city commission, seconded by Mrs. Speirs; motion carried unanimously.

15. Parts Unlimited Dealer Ride – October 11-15, 2025

Mr. Allen spoke about the event, requesting use of public property at Event Complex. Mrs. Martinisko questioned items being struck out concerning release and indemnification on the agreement. Lisa Reif, Parts Unlimited Dealer Ride, stated she will take it back to their legal team for clarification. Discussion was held concerning other days for the event due to a football game, different location. Mrs. Martinisko asked Mrs. Reif for clarification for use of the facility day by day. Mr. Rock moved to continue, seconded by Mrs. Speirs; motion carried unanimously.

Refunds:**1. Snocross – January 24-25, 2025 - \$2350.00**

Discussion was held concerning damage to the facility.

Upcoming Events:**1. Forks Corks and Kegs – April 11 – 12 – open container in zone 1 and 2.**

Open Discussion:

Mr. Stalder spoke about the Lead Deadwood Youth Soccer restroom use and cleanup at the Event Complex and not the Ferguson Field bathrooms. Discussion was held concerning the school lease, and cleaning of the bathroom fees. Ms. Trewhella spoke about the possibility of a food truck at the Ferguson Field. Mr. Martin stated he is working on getting all the information together for the food truck. Mr. Rock moved to amend the application and recommend to city commission, seconded by Mr. Adler; motion carried. Unanimously.

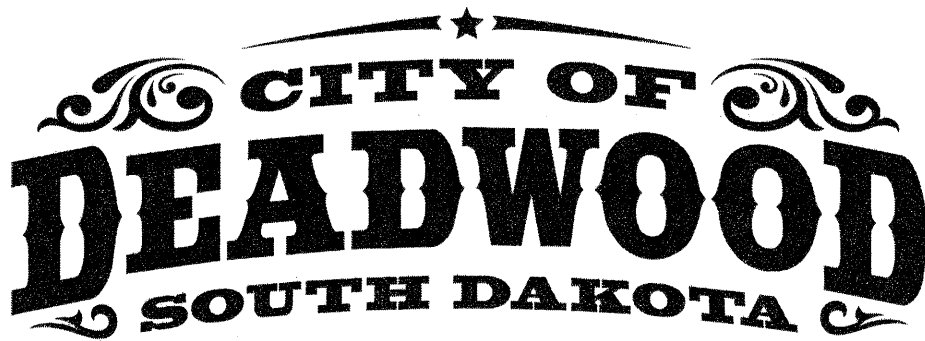
Mr. Stalder spoke about Lead-Deadwood School District banners to be part of the community. Discussion was held concerning placement and needing to go through Planning and Zoning.

Mr. Stalder asked if a Lead-Deadwood School District member should be part of this committee.

Mrs. Speirs spoke about Parts Unlimited concerning museum parking and security.

Meeting Adjournment:

With no further business for the committee to consider, Mr. Rock moved, second by Mrs. Struble-Mook, to adjourn. The next Event Committee meeting will be **Thursday, April 24, 2025 at 10:00 a.m.**



Event Complex Rental and Use Agreement

Event: Parts Unlimited Dealer Ride

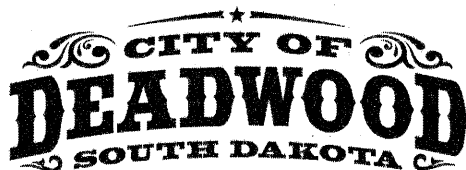
Date of Event: October 11-15, 2025

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

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Parts Unlimited Dealer Ride

Contact Information:

Name of Applicant: Lisa Reif

Business/Organization: LeMans Corporation dba/Parts Unlimited

Mailing Address: PO Box 5222

City, State Zip: Janesville WI 53547

Business Phone: 608-741-5350

Cell Phone: _____

Email Address: lreif@parts-unltd.com

Dates Event Complex requested:

Set up Date(s): 10/11/25 Hour(s): 8AM - overnight

Event Date(s): 10/12 - 10/15/25 Hour(s): continuous

Clean-up Date(s): 10/15/25 Hour(s): departure

Approximate number of people who will attend: 160

I am applying to use the:

(Please check property requested)

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

Office use Only

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: Parts Unlimited Dealer Ride

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: N/A Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Deadwood Event Complex Rental and Use Agreement

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

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

Rental Fees:

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

Ticketed Events:

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

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

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

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

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

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

Tent Rental, which is set and amended by resolution:

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

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

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

Please read the Use Guidelines for cancellation and reservation policies.

<u>Fees</u>		<u>Request to Waive</u>	<u>Refundable Deposits</u>
Event Complex Facilities	\$ _____	<input type="checkbox"/>	Key Deposit \$100.00
Add'l Set-up/Tear Down	\$ _____	<input type="checkbox"/>	Damage Deposit \$1,250.00
Baseball Fields	\$ _____	<input type="checkbox"/>	
Parking Lots Only	\$1,000.00	<input type="checkbox"/>	
Tents 3	\$1,800.00	<input type="checkbox"/>	Total Deposits \$1,350.00
Event Complex Cleaning			Alcohol Fee (Pg 18)
And Trash Removal	\$ _____		(\$100.00 per day) \$ _____
Cleaning/Ferguson/Baseball	\$ _____		
Streaming	\$ _____		
Total Fees	\$2,800.00		

Organization: LeMans Corporation dba/Parts Unlimited

Signature: *Kathy Dannerfeld* Date: 4-1-25
LeMans Corp

Office Use only:

Date Fees Paid: _____

Date Deposit Paid: _____

Fees Still Owed: _____

Notes:

Acknowledgement of Use Rules and Regulations

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

Initials KS

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

Initials KS

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

Initials KS

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

Initials KS

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

Initials KS

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

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

outside the building(s) until such time as the Fire Department allows re-entry.

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

Initials KS

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials KS

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: LeMans Corporation dba/Parts Unlimited

Name: Kathy Sommervold

Title: Event Manager

Signature: Kathy Sommervold

Date: 4-1-25

LeMans Corp

Event Sponsor – Release and Indemnification Agreement

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

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

Parking lots around football field for oversized truck/trailer parking and parking lots near football endzone with tents. We will set up a vendor row with vendor booths for our attendees. More visual with swag being handed out. No buying or selling.

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

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

Initials KS

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

Participant Release and Indemnification required? YES _____ NO X

Initials KS

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

Initials KS

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

Initials KS

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

Initials KS

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

Initials KS

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

Initials KS

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

Initials KS

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

Initials KS

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

Organization: LeMans Corporation dba/Parts Unlimited

Name: Kathy Sommmervold

Title: Event Manager

Signature: Kathy Sommmervold

Date: 4-1-25

LeMans Corp.

Not Applicable

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

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

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

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

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

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Not Applicable

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

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

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: LeMans Corporation dba/Parts Unlimited

Name: Kathy Sommervold

Title: Event Manager

Signature: Kathy Sommervold
LeMans Corp

Date: 4-1-25

Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

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

I have read and understand these rules.

Organization: LeMans Corporation dba/Parts Unlimited

Name: Kathy Sommervold

Title: Event Manager

Signature: Kathy Sommervold
LeMans Corp

Date: 4-7-25

Not Applicable

Responsibilities to and of the Concessionaire

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

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

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

Organization: LeMans Corporation dba/Parts Unlimited

Name: _____ Title: _____

Signature: _____ Date: _____

Alcohol Policy for Facility Rentals

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

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

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

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

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

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

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

Organization: LeMans Corporation dba/Parts Unlimited Name: Kathy Sommervold

Title: Event Manager Signature: Kathy Sommervold

Dates/Times Alcohol will be served: N/A

Business name who will be serving: N/A

Not Applicable

Liability Insurance

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

Name of Insurance Company: _____

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

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

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

General Business within the Event Complex

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

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

Initials KS

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

Initials KS

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

Initials KS

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

Initials KS

Organization: LeMans Corporation dba/Parts Unlimited

Name: Kathy Sommervold

Title: Event Manager

Signature: Kathy Sommervold
LeMans Corp

Date: 4-1-25

Event Complex Sign and Banner Policy

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

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

Organization: LeMans Corporation dba/Parts Unlimited

Name: Kathy Sommervold

Title: Event Manager

Signature: Kathy Sommervold

Date: 4-1-25

LeMans Corp

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: LeMans Corporation dba/Parts Unlimited

Requirements (If first time renter):

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

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

1) Name: Holiday Inn Marquette Phone Number: 906-315-4224

City/State: Marquette, MI Event Name: Parts Unlimited Dealer Ride / UP300

Event Location: Marquette, MI Email: roomsales@mqtmi.holidayinn.com

2) Name: Louisville Marriott Downtown Phone Number: 502-627-5045

City/State: Louisville, KY Event Name: Louisville NVP Product Expo

Event Location: Louisville, KY Email: kassie.simmons@whitelodging.com

3) Name: Baird Center Phone Number: 414-908-6067

City/State: Milwaukee, WI Event Name: Milwaukee NVP Product Expo

Event Location: Milwaukee, WI Email: kschwantes@wcd.org

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

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

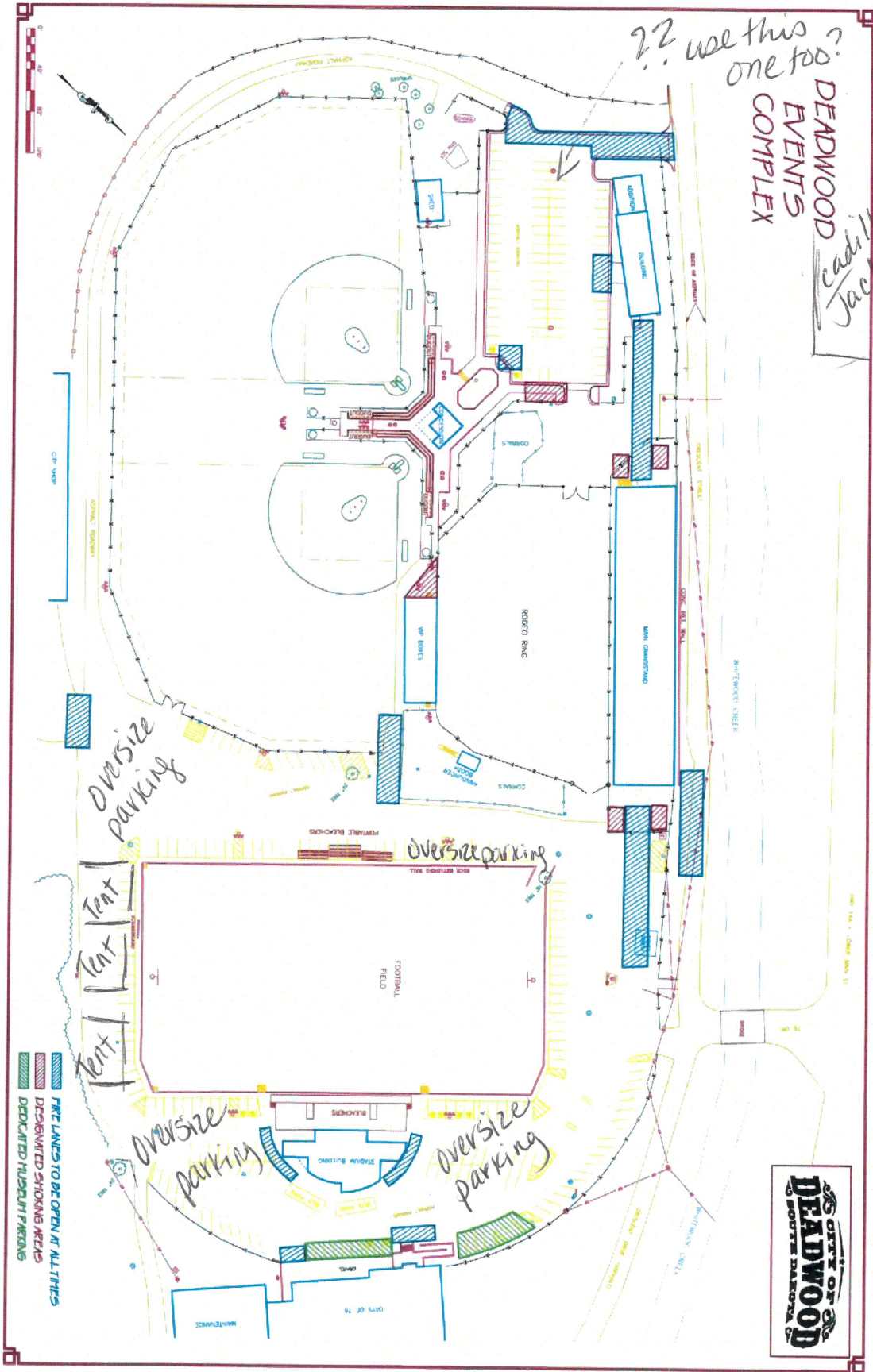
Organization: LeMans Corporation dba/Parts Unlimited

Name: Kathy Sommervold Title: Event Manager

Signature: Kathy Sommervold LeMans Corp Date: 4-1-25

Daytime Phone Number: 608-758-1111

Date of your Event(s): 10/11/25 - 10/15/25 Group/Event Name: Parts Unlimited Dealer Ride





BUFFALO STAMPEDE

PARTS UNLIMITED DEALER RIDE

OCTOBER 12 - 15, 2025

PARTS UNLIMITED DEALER RIDE

DEADWOOD, SD OCTOBER 11 – 15, 2025

Lodging – Cadillac Jack's – 549 total hotel room nights booked for the event

UTV Rental Company – Spearfish Canyon Adventure Rentals – tentative

Saturday, October 11th

Days of '76 Event Complex

- Use of football parking area for oversized truck and trailer parking
- Vehicles will be trailering in vendor row supplies, UTVs, dirt bikes and motorcycles.
- Attendees may offload their UTVs, bikes, etc. and keep the units parked in the parking lot near their trucks and trailers
- Set up 3 tents being used for vendor row (tents requested on City of Deadwood Agreement)
- Delivery of tables and chairs for event (rental company tbd – we may need to bring these from Wisconsin)
- Delivery of portable toilet units (company tbd – I have received contacts for this)
- Arrival times will vary throughout the day

Sunday, October 12th

Days of '76 Event Complex

- Use of football parking area for oversized truck and trailer parking (some will be carried over from Saturday parking and some will be new arrivals throughout the day)
- Attendees may offload their UTVs, bikes, etc. and keep them parked in the parking lot near their trucks and trailers.
- Use of 3 Tents for Vendor Row in back football parking area

Parts Unlimited set up – 8:00 AM – 12:00PM

- Setting up tables and chairs for vendor row
- Offload our truck with supplies for the event registration / vendor row

Vendor row set up – 12:00 – 2:30PM

- Vendors will offload their supplies from trucks and trailers and will set up on a table in their 10' x 10' booth space

Registration / Vendor row 2:30 – 5:30PM

- Our dealers / guests arrive, and they visit with the vendors at vendor row
 - Vendors will be handing out items to our dealers/guests
 - There will not be any selling of merchandise

Vendor row tear down - 5:30 – 6:30PM

Monday, October 13th

Days of '76 Event Complex

- Use of football parking area for oversized truck and trailer parking.

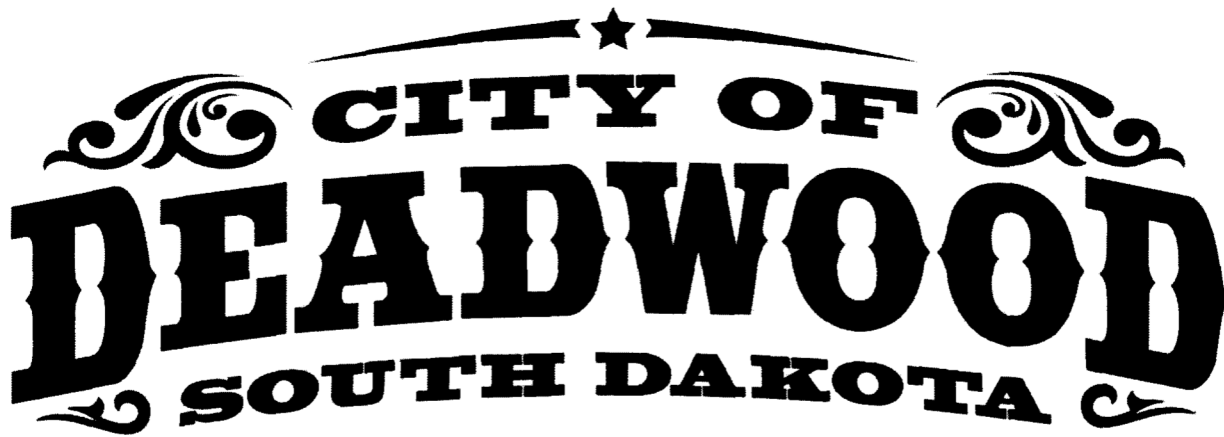
- Most guests will not move their truck and trailer that was parked Saturday and Sunday
- People will come over to the parking area in the morning to leave on their UTVs or bikes approximately 9:30AM
- People will return from riding at the end of the day approximately 5:30PM

Tuesday, October 14th**Days of '76 Event Complex**

- Use of football parking area for oversized truck and trailer parking.
- Most guests will not be moving their truck and trailer that was parked Saturday and Sunday
- People will come over to the parking area in the morning to leave on their UTVs or bikes approximately 9:00AM
- People will return at end of riding day and load bikes, UTVs, etc. approximately 5:30PM

Wednesday, October 15th**Days of '76 Event Complex**

- Use of football parking area for oversized truck and trailer parking until everyone departs for home. Departure times will vary throughout the day



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

Quest Parking Lot / Close down Fire street

Instructions:

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

Adopted October 7, 2024

EVENT INFORMATION

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

Event Title: Red Knights visit Deadwood Fire Dept/ meal and socialEvent Date(s): June 27 2025 Total Anticipated Attendance: 100-300 people
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 530pm-830pm AM / PM (to): _____ AM / PMLocation / Staging Area: Quest Lot parking for BikesSet up/assembly/construction 4pm Start time: _____ AM / PMPlease describe the scope of your setup / assembly work (specific details): Using the Quest Lot conc off parking Lot for bike parking.Dismantle Date: June 27 2025 Completion time: 830pm AM / PMList any street(s) requiring closure as a result of this event. Include street name(s), day, date and time of closing and time of re-opening: Fire Street June 27 2025
4pm - 830pm

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

OPEN CONTAINER

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

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

Adopted October 7, 2024

APPLICANT AND SPONSORING ORGANIZATION INFORMATION☐ Commercial (for profit)☒ Noncommercial (nonprofit)Sponsoring Organization: Deadwood Vol Fire DeptChief Officer of Organization (NAME): Charles FetterApplicant (NAME): Charles Fetter Business Phone: (605) 578-1212Address: 737 Main St Deadwood SD 57732
(city) (state) (zip code)Daytime phone: (605) 578-1212 Evening Phone: (605) 280-3439 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): __________

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 event is with the Red Knights motorcycle group state Chapter in SD
June 27 through the weekend they will be staying in town as one of there
many yearly rides. This year they chose Deadwood. Red Knights is a motorcycle-
group made up of current / Ret Firefighters in the state. There will be
riders from other state Chapters. Event would be 3 hr to 4hrs long,
with the fire station as a stop for them to eat and visit. The main food/event-
will be inside of the fire station. Asking for use of the Quast Lot to
park bikes and to close down Fire Street during this time of this
event. Firefighter from DFD would set up cones and take them down
and clean the parking lot. Have made contact to the banners on Fire
Street and they were OK with it

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 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 October 7, 2024

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

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

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

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

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

☒ GAS ☒ ELECTRIC ☐ CHARCOAL ☐ OTHER(SPECIFY): _____

➤ First Aid Facilities and Ambulance locations.

➤ Tables and Chairs.

➤ Fencing, Barriers and / or Barricades.

➤ Generator Locations and / or Source of Electricity.

➤ Canopies or Tent Locations.

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

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

➤ Booths, Exhibits, Displays or Enclosures.

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

➤ Vehicles and / or Trailers.

➤ Trash Containers and Dumpsters.

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

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

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: Use trash can at the fire station then haul the rest down to dumps by the street shop

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both Crowd Control and Internal Security: Member of the Fire Dept will help with policing parking lot and clean up after words

Please describe your Accessibility Plan for access at your event by individuals with disabilities: no issues Flat surface from parking lot into the fire station

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

NO YES

☐

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

Security Organization: _____

Security Organization Address: _____

(city) (state) (zip code)

Security Director (Name): _____ Business phone: _____

NO YES

☐

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

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

Number _____ Ambulance(s) – How provided? _____

Number _____ Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: CF

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: cf

Acknowledge acceptance with initial: **CF**

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: Will talk to the daycare next door

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: _____

Banners inside of building in the truck bay

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO

YES



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

Facebook

NO

YES



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

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

NAME: _____ PHONE: _____

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: _____

Agent's Name: _____

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

Address: _____

(city)

(state)

(zip code)

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

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

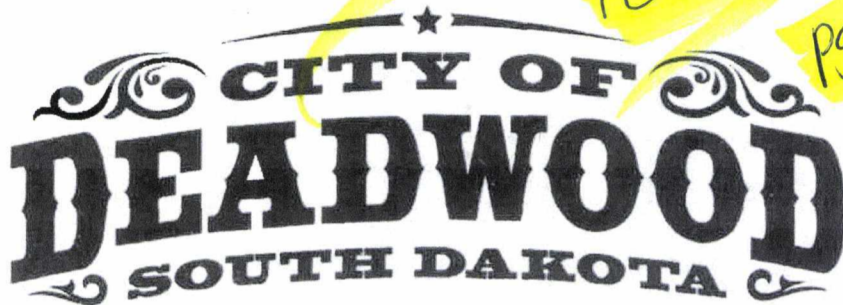
AFFIDAVIT OF APPLICANT

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

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

Name of Applicant (PRINT): Charles Fetter Title: Fire Technician

Charles Fetter Deadwood Vol Fire Dept Date: 4/8/2020
(Signature of Applicant/Sponsoring Organization)



Event Complex Rental and Use Agreement

Event: Deadwood 3 Wheeler Rally

Date of Event: July 6 - 11, 2025.

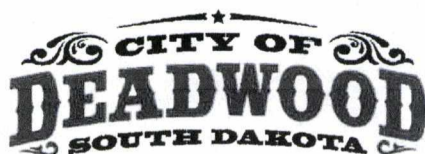
Set-up begins July 5th 2025.
Break down complete July 11th 2025.

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

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood 3 Wheeler Rally

Contact Information:

Name of Applicant: Ren Starks

Michele Pierce

Business/Organization: First Gold, Inc.

Mailing Address: 270 Main Street

City, State Zip: Deadwood, SD 57732

307-391-1541

Business Phone: 605-578-9777

Cell Phone: 303-885-2696

Email Address: rens@firstgold.com

Dates Event Complex requested:

Set up Date(s): Saturday July 5th, 2025

Hour(s): 7am - 11pm

Event Date(s): Sunday July 6th, 2025

Hour(s): 7am - 10pm

Clean-up Date(s): Friday July 11th, 2025

Hour(s): 7am - 11pm

Approximate number of people who will attend: 1,200

I am applying to use the:

(Please check property requested)

- ☒ Ticket Booth
- ☒ Main Grandstand Concessions
- ☐ 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

*request
football
field
restrooms.*

Office use Only

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood 3 Wheeler Rally

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: Ren Starks Michele Purze Title: Marketing Director
 Phone: 303-885-2696 307-391-1541 Representing: First Gold, Inc

Name: Fritz Carlson Title: Owner
 Phone: 605-210-0433 Representing: Badlands Security

Name: Jesse Allen Title: Events Coordinator
 Phone: 605-591-9171 Representing: Deadwood Chamber

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

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

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

Deadwood Event Complex Rental and Use Agreement

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

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

Rental Fees:

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

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge for each ticket sold or pay the facility use fee. **Surcharge includes 1 day of setup and event days.** 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): \$1250.00 minimum (no alcohol) or \$2,500.00 minimum (serving alcohol), **which includes a \$250.00 non-refundable administrative fee.** There will be an additional fee of half of the Event Complex Rental rate fee taken out of the deposit if anyone arrives prior to the set up date and time.

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

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

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

Tent Rental, which is set and amended by resolution:

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

Deposit must be received before application can be approved.
 City reserves the right to bill for additional fees if damages exceed deposit amount.
 Please read the Use Guidelines for cancellation and reservation policies.

Fees		Request to Waive	Refundable Deposits	
Event Complex Facilities	\$ _____	<input type="checkbox"/>	Key Deposit	\$ 100
Baseball Fields	\$ _____	<input type="checkbox"/>	Damage Deposit	\$ 2500
Parking Lots Only	\$ 1200	<input type="checkbox"/>		
Cleaning/Trash Removal	\$ 1750	(3)	Total Deposits	\$ 2,600.00
Streaming	\$ _____			
Tent	\$ 1200 (2 x 20' x 40')			
Total Fees	\$ 4150			

Organization: First Gold, Inc

Signature: [Signature] Date: 10/24/24

Office Use only:

Date Fees Paid:

Date Deposit Paid: October 29

Fees Still Owed:

Notes: Fees will be addressed during the meeting

3-Wheeler Rally 7 days	Fees	Request to Waive	Notes
Event Complex Facilities			
Add'l Setup/Tear Down			
Baseball Fields			
Parking Lots Only	\$ 2,800.00		
Tent	\$ 1,200.00	+ 600	
Event Complex Cleaning/Trash	\$ 1,750.00		
Cleaning/Ferguson/Baseball	\$ 875.00		Ferguson Field
Streaming			
Total Fees	\$ 6,625.00		
Minus Request to Waive	\$ 6,625.00		

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

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

outside the building(s) until such time as the Fire Department allows re-entry.

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

REN
Initials _____

7. Outdoor/Animal Events: (Check Acknowledgement)

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

REN
Initials _____

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: First Gold, Inc

Name: Ren Starks Title: Marketing Director

Signature:  Date: 10/24/24.

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):

This is our 11th Annual Deadwood 3 Wheeler Rally - as our number of participants grow each year, some coming from Canada and MX,
we provide a wonderful trike rally experience including daily leader and self led rides in the Black Hills,
a catered dinner on the last night, a Show 'n' Shine located at the Event Center this year, several non profit fundraisers
serving pie, ice cream and watermelon for Road Warriors, trivia questions and prizes, music both live and streamed.

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:

While there are no dangerous activities on Deadwood property associated with the D3WR event, each participant is required to sign a ride / event waiver. The waiver remains on file for six months after the conclusion

Initials REN

- 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 REN

- 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 REN

- 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 REN

- 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 REN

- 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 REN

- 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 REN

- 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 REN

- 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.

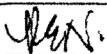
Initials REN

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: First Gold, Inc

Name: Ren Starks

Title: Marketing Director

Signature: 

Date: 10/24/24.

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:

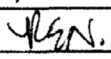
By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:

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: Ren Starks Date of Birth: 11/03/64

Address: 270 Main Street
Deadwood, SD 57732

Signature:  Date: 10/24/24.

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

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

in the 2025 Deadwood 3 Wheeler Rally

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: N/A Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: First Gold, Inc

Name: Ren Starks

Title: Marketing Director

Signature: 

Date: 10/24/24.

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. City reserves the right to bill for additional fees if damages occur.

I have read and understand these rules.

Organization: First Gold, Inc

Name: Ren Starks

Title: Marketing Director

Signature: UPN

Date: 10/24/24

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: First Gold, Inc

Name: Ren Starks

Title: Marketing Director

Signature: 

Date: 10/24/24

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: First Gold, Inc

Name: Ren Starks

Title: Marketing Director

Signature: 

Dates/Times Alcohol will be served: Sunday July 6th 2pm - Thursday, July 11th 10pm

Business name who will be serving: First Gold's Horseshoe Restaurant.

Liability Insurance

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

* Name of Insurance Company: Markel Insurance Company
Agent's Name: BH Insurance Agency Policy Type: Comm General Liability
Phone: (605) 342-5555 Policy No.: 5D1442600
Address: 820 St. Joseph, Rapid City, SD 57709

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 REN

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 REN

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 REN

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 REN

Organization: First Gold, Inc

Name: Ren Starks

Title: Marketing Director

Signature: 

Date: 10/24/24

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 important in regards to approval of signage outside of the Event Complex.
4. The installation of all signage and banners shall be presented to the City of Deadwood prior to installation to prevent damage to City Property and to ensure compliance to the City of Deadwood Codified Ordinance Chapter 15.32. Attach a written plan with quantities, sizes, and locations of all signs and banners.

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

Organization: First Gold, Inc

Name: Ren Starks

Title: Marketing Director

Signature: 

Date: 10/24/24.

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.
- C. If the City is a co-sponsor of an event, city services, equipment, or personnel may be provided to support the event without charge.

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: First Gold, 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: N/A 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: First Gold, Inc

Name: Ren Starks Title: Marketing Director

Signature: REN. Date: 10/24/24.

Daytime Phone Number: 303-885-2696

Date of your Event(s): July 5-11, 2025 Group/Event Name: Deadwood 3 Wheeler Rally

D3WR OVERNIGHT PARKING REGISTRY

PLATE #: _____ MAKE: _____

MODEL: _____ VEHICLE COLOR: _____

ADDITIONAL INFO: _____

LAST NAME: _____ FIRST NAME: _____

ADDRESS: _____

STATE: _____ ZIP: _____ CELL PHONE: _____

START DATE: JULY, _____ 2025 END DATE: JULY, _____ 2025

DISCLAIMER:

You are authorized to park one vehicle and or trailer overnight in a designated area at your sole risk. D3WR, First Gold Inc., its staff, volunteers and subcontractors and City of Deadwood does not guard or assume care, custody or control of your vehicle or its contents and is not responsible for fire, theft, damage or loss. Only authorization is granted hereby, and no bailment is created. Vehicles left over requested days may be impounded at vehicle owner's expense. By signing below, I certify or declare under penalty of perjury that I have read the information provided to me. I understand the conditions outlined in the Overnight Parking Procedure and all information submitted with this application is true and correct to the best of my knowledge. I realize that this permit does not exempt me from any other parking restrictions. Frequent overnight parkers not displaying permit may be subject to tow at vehicle owner's expense.

SIGNATURE: _____ DATE: JULY __, 2025.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 06/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Black Hills Insurance Agency 820 St. Joseph PO Box 3330 Rapid City SD 57709		CONTACT NAME: Elizabeth Brown PHONE (A/C, No, Ext): (605) 342-5555 FAX (A/C, No): (605) 342-7901 E-MAIL ADDRESS: elizabethbrown@blackhillsagency.com	
INSURED First Gold, Inc. 270 Main Deadwood SD 57732		INSURER(S) AFFORDING COVERAGE INSURER A: Market Insurance Company INSURER B: Market American Insurance Company INSURER C: First Dakota Indemnity Company INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2462827196 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MKP0000501442600	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MKA0000501442700	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			MIKX0000501442800	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC020-0027018-2024A	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability			MKP0000501442600	07/01/2024	07/01/2025	Aggregate \$1,000,000 Each Employee \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CANCELLATION

City of Deadwood 108 Sherman Street Deadwood SD 57732	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

**Company supplement information
(For corporate/partnership/LP/LLC applicants)**

Name of corporation/partnership/LP LLC First Gold, Inc.

Address of office and principal place of business of corporation/partnership/LP/LLC 270 Main Street, Deadwood, SD 57732

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? ☒ Yes ☐ No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
Michael R. Gustafson	President/Owner	4021 Mtn. Shadow Pl, Rapid City, SD 57701	Owner
Michael Gustafson, II	Vice President	1308 Welcome Cr, Durham, NC	Professor

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location
Michael R. Gustafson	Owner/President; 80%; 270 Main Street, Deadwood, SD 57732
Michael Gustafson, II	Owner/Vice President; 20%; 270 Main Street, Deadwood, SD 57732

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

270 Main Street, Deadwood, SD 57732

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

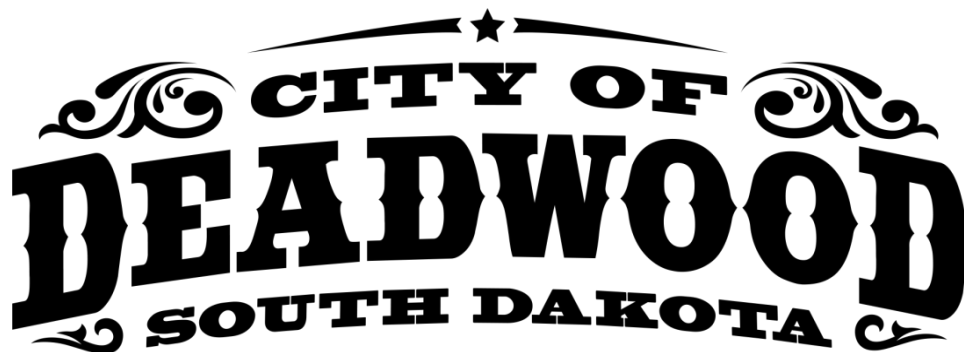
We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Date



10/25/2024



Event Complex Rental and Use Agreement

Event: Days of '76

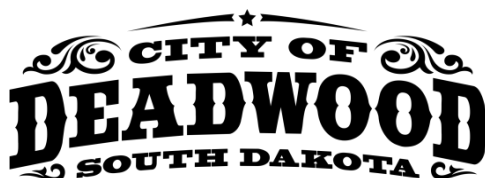
Date of Event: July 20-26 2025

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

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Days of '76

Contact Information:

Name of Applicant: Chris Roberts

Business/Organization: Days of '76 Inc

Mailing Address: PO Box 391

City, State Zip: Deadwood, SD 57732

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

Email Address: deadwoodcr@gmail.com

Dates Event Complex requested:

Set up Date(s): July 16 Hour(s): _____

Event Date(s): July 20-26 Hour(s): _____

Clean-up Date(s): July 27-28 Hour(s): _____

Approximate number of people who will attend: 30,000

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

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

Office use Only

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: Days of '76

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: Jimmy Mattson Title: President
 Phone: 605-645-3602 Representing: _____

Name: Chris Roberts Title: Member
 Phone: 605-920-1116 Representing: _____

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

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

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

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

Deadwood Event Complex Rental and Use Agreement

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

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

Rental Fees:

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

Ticketed Events:

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

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

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

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

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

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

Tent Rental, which is set and amended by resolution:

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

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

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

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

Please read the Use Guidelines for cancellation and reservation policies.

<u>Fees</u>		<u>Request to Waive</u>	<u>Refundable Deposits</u>
Event Complex Facilities	\$ <u>1750</u>	<input type="checkbox"/>	Key Deposit \$ <u>100</u>
Add 'l Set-up/Tear Down	\$ <u>625</u>	<input type="checkbox"/>	Damage Deposit \$ <u>2500</u>
Baseball Fields	\$ _____	<input type="checkbox"/>	
Parking Lots Only	\$ _____	<input type="checkbox"/>	Total Deposits \$ <u>2600</u>
Tent	\$ <u>1200</u>	<input type="checkbox"/>	Alcohol Fee (Pg 18)
Event Complex Cleaning			(\$100.00 per day) \$ <u>7</u>
And Trash Removal	\$ <u>1750.00</u>		
Cleaning Baseball Field	\$ <u>875.00</u>		
Cleaning Ferguson Field	\$ _____		
Streaming	\$ <u>1000</u>		
Water Usage	\$ <u>50</u>		
Total Fees	\$ <u>7250</u>		

Organization: Days of '76

Signature: Chris Roberts

Digitally signed by Chris Roberts
Date: 2025.04.02 11:23:50 -06'00'

Date: 4/2/2025

Office Use only:

Date Fees Paid: _____

Date Deposit Paid: _____

Fees Still Owed: _____

Notes:

Acknowledgement of Use Rules and Regulations

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

Initials CR

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

Initials CR

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

Initials CR

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

Initials CR

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

Initials CR

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

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

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

Initials CR

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials CR

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: Days of '76

Name: Chris Roberts

Title: Member

Signature: Chris Roberts

Digitally signed by Chris Roberts
Date: 2025.04.02 11:24:14 -06'00'

Date: 4/2/2025

Event Sponsor – Release and Indemnification Agreement

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

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

103rd Days of '76 Celebration, PRCA Rodeo

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:

Equine Activities

Initials CR

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

Participant Release and Indemnification required? YES _____ NO X

Initials CR

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

Initials CR

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

Initials CR

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

Initials CR

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

Initials CR

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

Initials CR

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

Initials CR

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

Initials CR

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

Organization: Days of '76

Name: Chris Roberts

Title: Member

Signature: Chris Roberts

Digitally signed by Chris Roberts
Date: 2025.04.02 11:24:24 -06'00'

Date: 4/2/2025

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

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

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

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

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

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

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

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

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: Days of '76

Name: Chris Roberts

Title: Member

Signature: Chris Roberts

Digitally signed by Chris Roberts
Date: 2025.04.02 11:24:35 -06'00'

Date: 4/2/2025

Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

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

I have read and understand these rules.

Organization: Days of '76

Name: Chris Roberts

Title: Member

Signature: Chris Roberts

Digitally signed by Chris Roberts
Date: 2025.04.02 11:24:43 -06'00'

Date: 4/2/2025

Responsibilities to and of the Concessionaire

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

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

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

Organization: Days of '76

Name: Chris Roberts

Title: Member

Signature: Chris Roberts

Digitally signed by Chris Roberts
Date: 2025.04.02 11:24:51 -06'00'

Date: 4/2/2025

Alcohol Policy for Facility Rentals

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

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

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

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

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

Organization: Days of '76 Name: Chris Roberts

Title: Member Signature: Chris Roberts Digitally signed by Chris Roberts
Date: 2025.04.02 11:24:58 -06'00'

Dates/Times Alcohol will be served: July 20th through July 26th, 10am - 11pm each day

Business name who will be serving: Days of '76

Liability Insurance

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

Name of Insurance Company: Lloyds of London

Agent's Name: Chris Roberts

Policy Type: CGL

Phone: 605-578-3456

Policy No.: 200PA0528

Address: 3025 1st Ave, Ste 3, Spearfish, SD 57783

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

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

General Business within the Event Complex

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

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

Initials CR

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

Initials CR

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

Initials CR

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

Initials CR

Organization: Days of '76

Name: Chris Roberts

Title: Member

Signature: Chris Roberts

Digitally signed by Chris Roberts
Date: 2025.04.02 11:25:06 -06'00'

Date: 4/2/2025

Event Complex Sign and Banner Policy

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

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

Organization: Days of '76

Name: Chris Roberts

Title: Member

Signature: Chris Roberts

Digitally signed by Chris Roberts
Date: 2025.04.02 11:25:13 -06'00'

Date: 4/2/2025

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: Days of '76

Requirements (If first time renter):

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

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

1) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

2) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

3) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

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

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

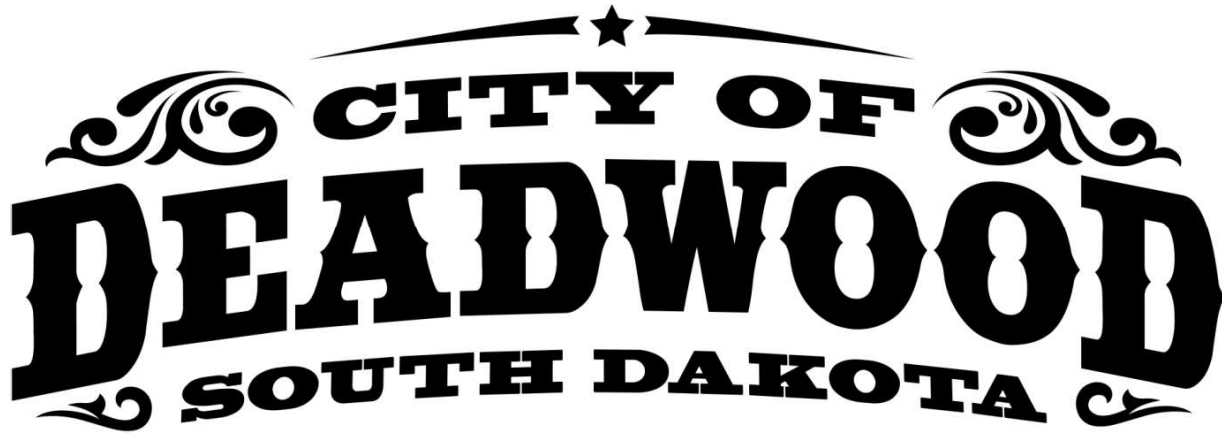
Organization: Days of '76

Name: Chris Roberts Title: Member

Signature: Chris Roberts Digitally signed by Chris Roberts
Date: 2025.04.02 11:25:23 -06'00' Date: 4/2/2025

Daytime Phone Number: 605-920-1116

Date of your Event(s): July 20-26 Group/Event Name: _____



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

Days of '76 Parade

Instructions:

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

Adopted October 7, 2024

EVENT INFORMATION

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

Event Title: Days of '76 Parade

Event Date(s): July 25 & 26, 2025 Total Anticipated Attendance: _____
 (month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 1:30pm AM / PM (to): 3:00pm AM / PM

Location / Staging Area: Days of '76 Rodeo Grounds

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

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

Dismantle Date: _____ Completion time: _____ AM / PM

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

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

OPEN CONTAINER

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

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

Adopted October 7, 2024

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

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

Parade will form at the rodeo grounds and enter Highway 14A/85 to downtown Main Street. Parade will travel up Main Street, Left of Pine Street and another left on Sherman Street. The parade will travel North to Highway 14A/85 and proceed back to the rodeo grounds.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

NO

☒

YES

☐

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

☒☐

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

☐☒

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

☒☐

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

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

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

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

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

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

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

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

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

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

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

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

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

Requesting a city employee follow the parade route with a street sweeper

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

NO YES

☐
☐

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

Security Organization: _____

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

Security Director (Name): _____ Business phone: 605 920-1116

NO YES

☒
☐

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

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

Number _____ Ambulance(s) – How provided? _____

Number _____ Emergency Medical Technicians – How provided? _____

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

Acknowledge acceptance with initial: CR

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: CR

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☒
☐

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

Number of Stages: _____ Number of Bands: _____

Type of Music: _____

☒
☐

Will **sound amplification** be used?

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

☒
☐

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

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

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

☒
☐

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

☒
☐

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

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

☐
☒

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

Print, radio, television, social media

NO YES

☒
☐

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

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

NAME: Travis Rogers PHONE: 605-920-3966

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Lloyd's of London

Agent's Name: Chris Roberts

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

Address: 3025 1st Ave, Ste 3 Spearfish, SD 57783

(city) (state) (zip code)

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

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

AFFIDAVIT OF APPLICANT

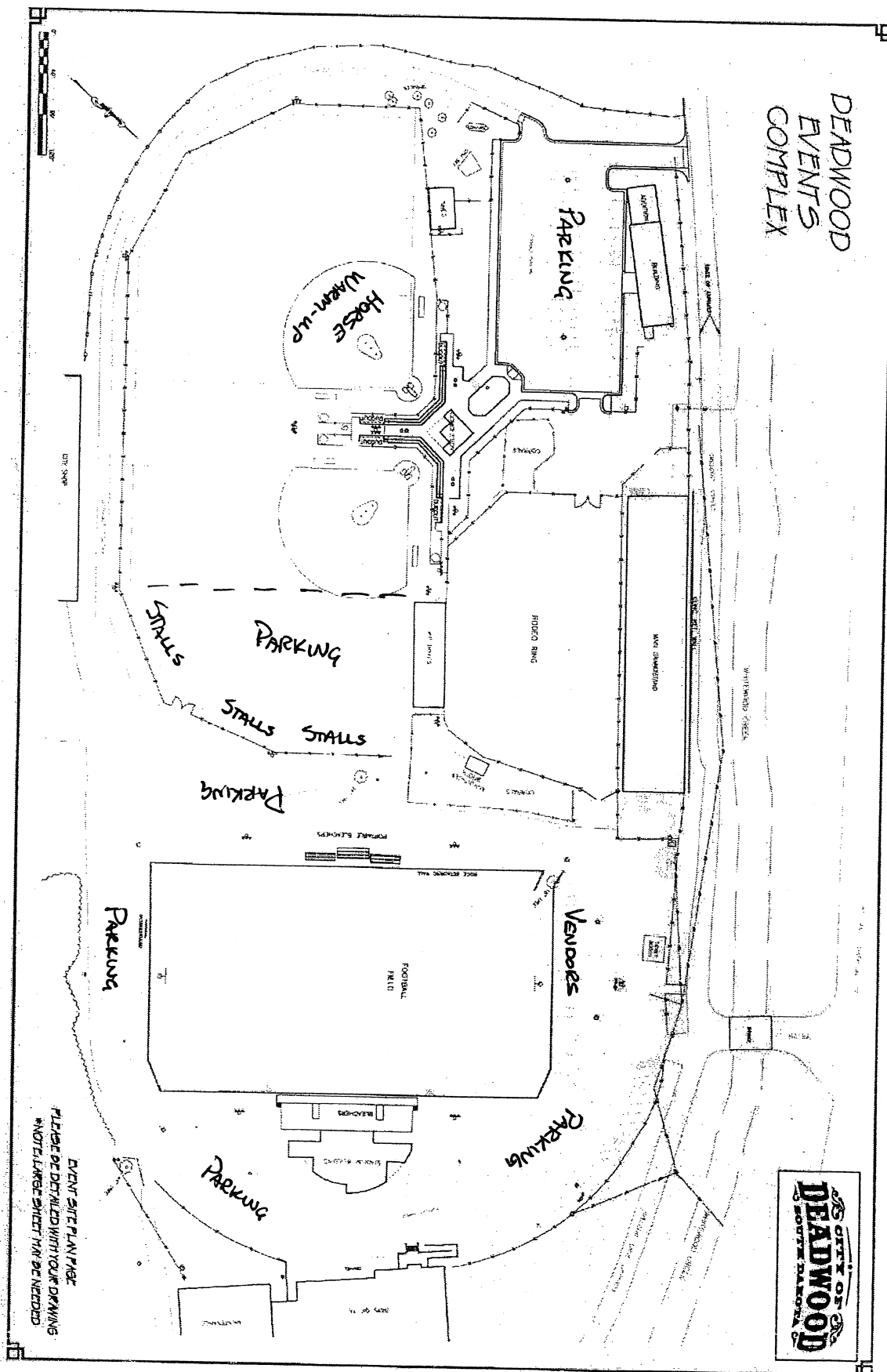
Advance Cancellation Notice Required: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

Name of Applicant (PRINT): Chris Roberts Title: Director

Chris Roberts Digitally signed by Chris Roberts
Date: 2025.04.02 11:02:43 -06'00' Date: 04/02/2025

(Signature of Applicant/Sponsoring Organization)



STREET CLOSURE MAP - PARADE ROUTE

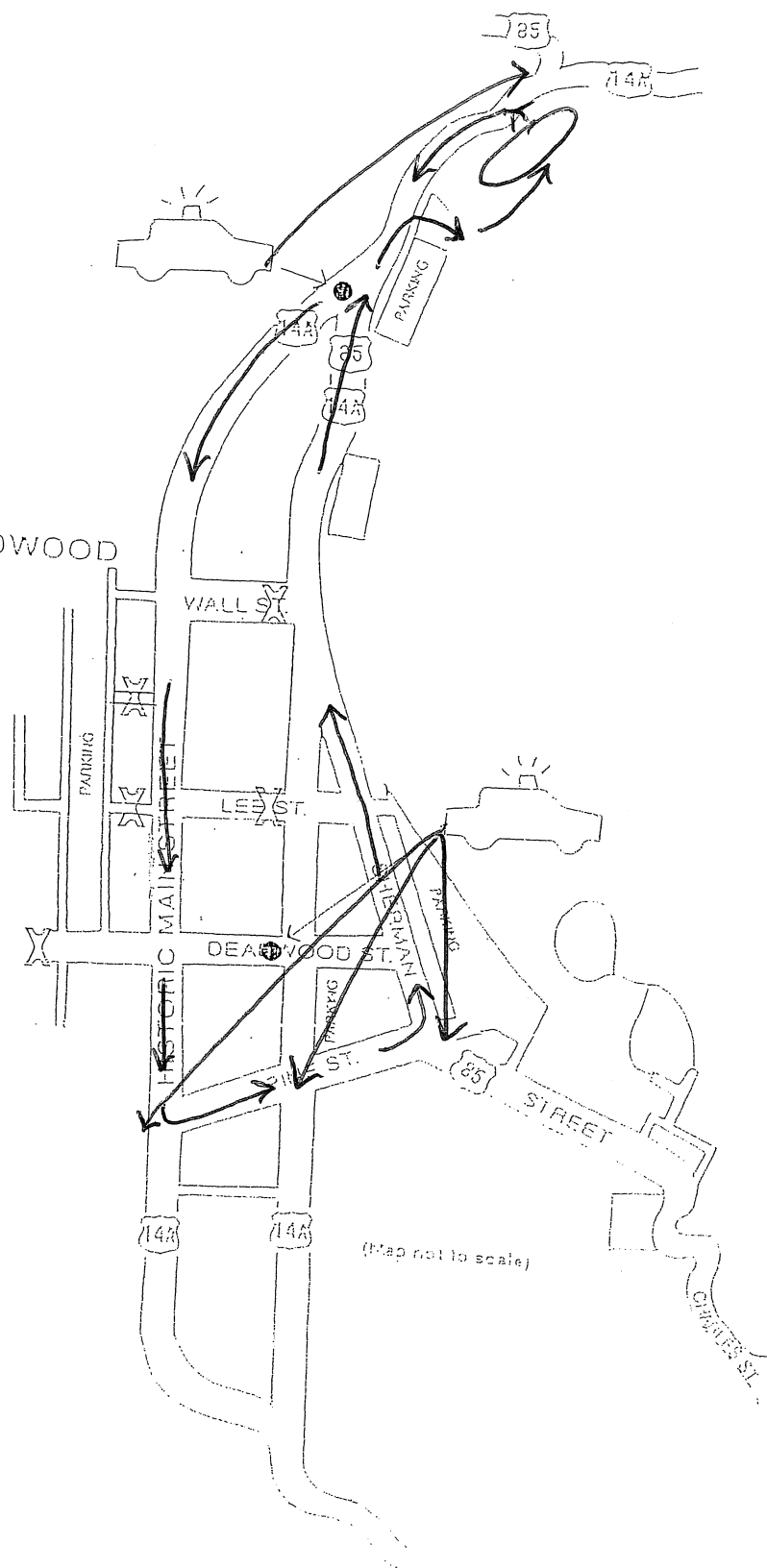


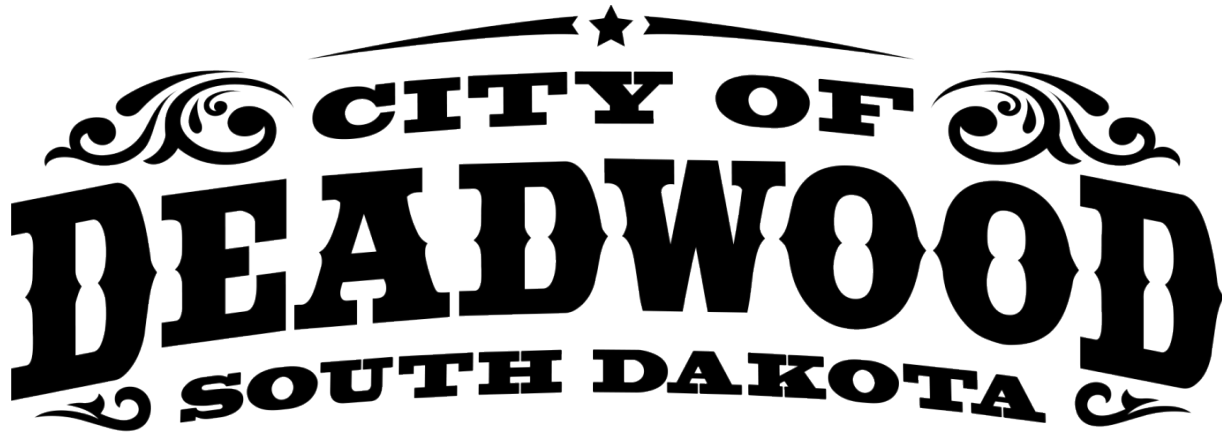
- PATROL CAR



- BARRICADE

DEADWOOD





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

Harley Davidson Activation Demo Rides Lower Main Lot July 29-August 8, 2025

Instructions:

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

Adopted October 7, 2024

EVENT INFORMATION

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

Event Title: Harley Davidson Activation Demo Rides Lower Main Lot July 29-August 8, 2025

Event Date(s): July 29 - August 8, 2025 Total Anticipated Attendance: ?
 (month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 9 am AM / PM (to): 5 pm AM / PM

Location / Staging Area: Welcome Center - Lower Main lot

Set up/assembly/construction July 28 Start time: 6 am AM / PM

Please describe the scope of your setup / assembly work (specific details): _____
Demo Trailer along with motorcycles will be set up in lower main lot on Pioneer Way side, west side of lot
using 250' of lot space

Dismantle Date: August 8 Completion time: 10 pm AM / PM

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

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

OPEN CONTAINER

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

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

Adopted October 7, 2024

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☒ Commercial (for profit)

☐ Noncommercial (nonprofit)

 Sponsoring Organization: Harley Davidson

 Chief Officer of Organization (NAME): Stacy Blasel

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

 Address: 703 Main St Deadwood, Sd 57732

(city)

(state)

(zip code)

 Daytime phone: 605-717-6848

 Evening Phone: 605-641-9162

Fax #: ()

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

Name: _____

Address: _____

(city)

(state)

(zip code)

 Contact person "on site" day of event or facility use Scott Pfiefer Pager/Cell #: 414-207-1147

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

REQUIRED:

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

FEES / PROCEEDS / REPORTING

NO

YES



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



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

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

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

This is a reoccurring event that has taken place at the Lower Main Lot, it's part of Harley Davidsons Deadwood Activation, which includes events at Outlaw Square. Set up will begin on Tuesday, July 28 at 7 am, with activation event starting on Weds, July 29, through Friday, August 8th. Set up will be in lower main lot on Pioneer Way side, utilizing 1st 3 lanes of the parking lot, approximately 250' of space, up to the first light pole. *See attached map of layout. Demo rides will be from 9-5 each day.

Signs will be used within lot promoting Demo ride.
Static bikes on display in front of Welcome Center, 4 total.

Banner placement on Welcome Center facade to promote the demo rides
*see attached photo for sample placement. Banner fee will be paid

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

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

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

Adopted October 7, 2024

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

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

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

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

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

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

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

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

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

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

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

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: HD Staff will handle the clean up daily at the event

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: _____
HD staff will handle daily security - private security firm hired for overnight

Please describe your Accessibility Plan for access at your event by individuals with disabilities: _____
Lower main lot is ADA compatible

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

NO YES

☐
☒

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

Security Organization: **Badlands Security**

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

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

NO YES

☒
☐

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

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

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

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

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

Acknowledge acceptance with initial: **WM**

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

Acknowledge acceptance with initial: **WM**

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☒
☐

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

Number of Stages: _____ Number of Bands: _____

Type of Music: _____

☒
☐

Will **sound amplification** be used?

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

☒
☐

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

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

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

☒
☐

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

☐
☒

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: _____
 Yes banner placement on Welcome center - *see attached _____

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

☐
☒

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

Harley Davidson will be promoting event through their marketing _____

NO YES

☒
☐

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

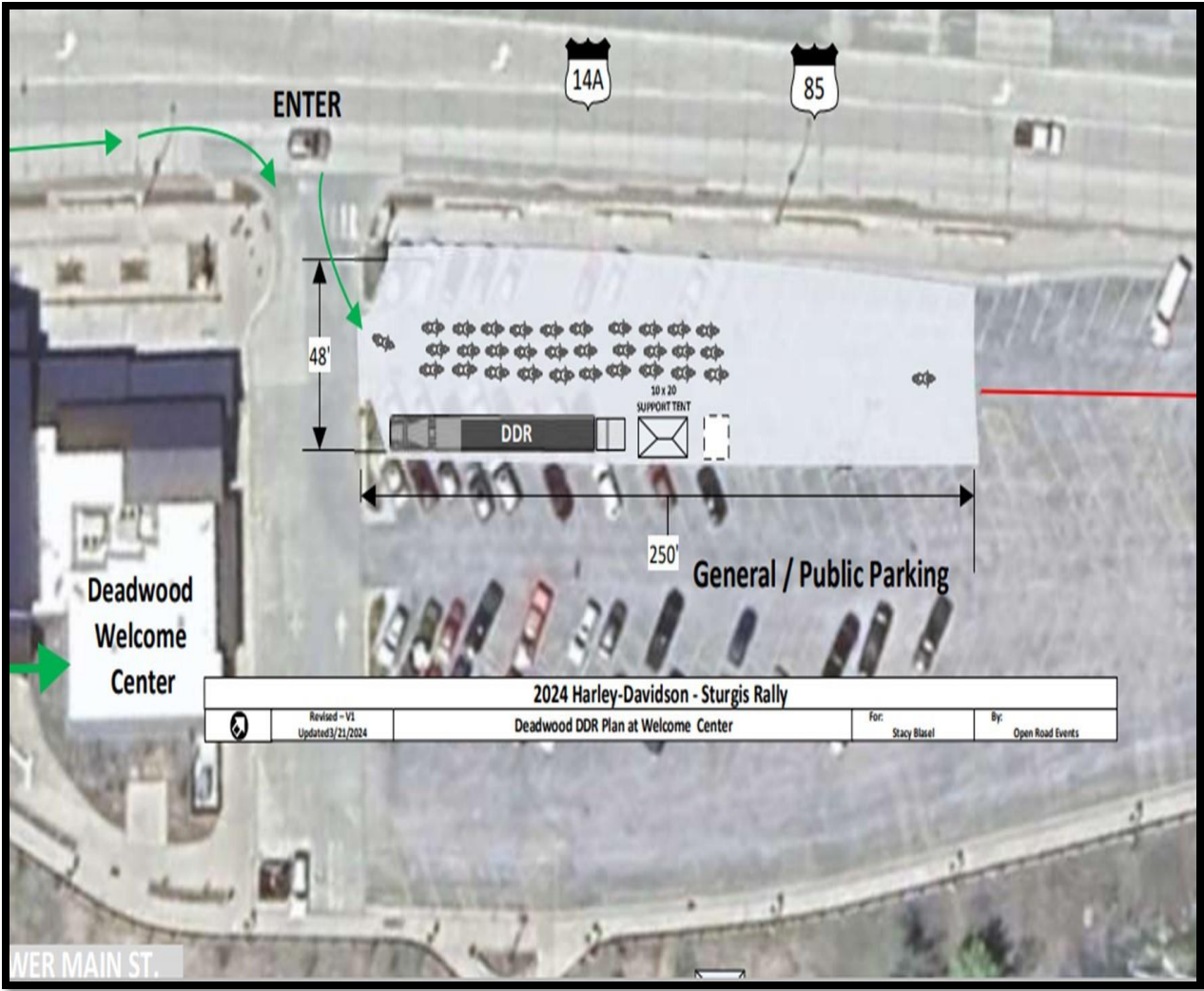
Refer all event public inquiries and / or media inquiries for this event to:

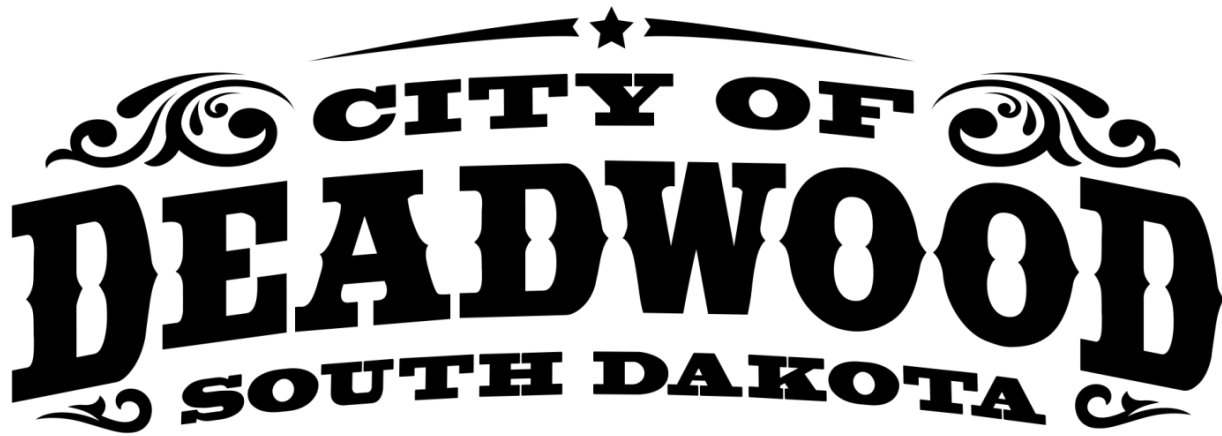
NAME: Stacy Blasel PHONE: 414-331-8184

Adopted October 7, 2024

Deadwood Visitor Center – Mesh Signage Start End of July.







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

Harley Davidson Outlaw Square Activation - July 31 - August 9, 2025

Instructions:

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

Adopted June 1, 2023

EVENT INFORMATION

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

Event Title: Harley Davidson Rally Point at Outlaw Square

Event Date(s): August 1-10, 2025 Total Anticipated Attendance: 300-600 per day
 (month, day, year)

(# of *Participants* _____ # of *Spectators* _____)

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

Location / Staging Area: Outlaw Square

Set up/assembly/construction July 31 Start time: 7 am AM / PM

Please describe the scope of your setup / assembly work (specific details): _____
Static Bike Displays, bars, merchandise tent, surrounding security gates, static sign
displays, all within the confines of Outlaw Square

Dismantle Date: August 10 Completion time: 9 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: None

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

OPEN CONTAINER

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

Date: <u>August 2-3, 2025</u>	Times: <u>10 am - 7 pm</u>	Zone: <u>4</u>
Date: <u>August 4, 2025</u>	Times: <u>3 pm - 7 pm</u>	Zone: <u>4</u>
Date: <u>August 5,6,7, 2025</u>	Times: <u>10 am - 7 pm</u>	Zone: <u>4</u>
Date: <u>August 8, 2025</u>	Times: <u>10 am - 7 pm</u>	Zone: <u>3</u>
Date: <u>August 9, 2025</u>	Times: <u>10 am - 7 pm</u>	Zone: <u>4</u>

Adopted June 1, 2023

APPLICANT AND SPONSORING ORGANIZATION INFORMATION☒ Commercial (for profit)☐ Noncommercial (nonprofit)Sponsoring Organization: Harley DavidsonChief Officer of Organization (NAME): David PattersonApplicant (NAME): Wade Morris/Bobby Ro Business Phone: (605) 717-6848Address: 703 Main St - Deadwood SD 57732

(city)

(state)

(zip code)

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

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

Name: Randy BrownAddress: 703 Main St - Deadwood SD 57732

(city)

(state)

(zip code)

Contact person "on site" day of event or facility use Randy Brown Pager/Cell #: 605-415-2946**(Note):** This person must be in attendance for the duration of the event and immediately available to city officials)

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

FEES / PROCEEDS / REPORTING

NO



YES



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



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

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

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

Harley Davidson will have full use of Outlaw Square July 31-August 10, 2025, for their annual activation event during the Sturgis Motorcycle Rally.

Plans are to have scheduled events throughout the week, including bike shows and music. Bands will be performing on the Outlaw Square stage Sat. Sun, Tues, Weds.

Thurs and possible Saturday - 2 pm - 4 pm

Background music will be playing when bands are not

Bars will be set up within the confines of Outlaw Square selling Beer & Wine only, requesting zone 4 open container, with use of zone 3 on Friday -Security gate fencing will be placed around Outlaw Square perimeter with Badlands Security controlling entrance and exits.

2 different food trucks may rotate mid week but will be onsite for the event.

Rocksino beer & wine license will be used for the event.

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: Bike show vendors and ride groups will be selling merch

☒☐

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

☐☒

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

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

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

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

Please describe how food will be served at the event: Food Trucks on site

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

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: 8 Trash Containers w / lids: n/A

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

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

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

NO YES

☐
☒

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 Rd Belle Fourche, SD**

(city)

(state)

(zip code)

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

NO YES

☒
☐

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

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

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

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

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

Acknowledge acceptance with initial: **WM**

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

Acknowledge acceptance with initial: **WM**

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☐
☒

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

Number of Stages: 1

Number of Bands: 6 (1 per day)

Type of Music: variety - 2 pm to 4 pm

☐
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Will **sound amplification** be used?

If **YES**, please indicate: Start Time: 10 am AM / PM – Finish Time: 7 pm AM / PM

☐
☒

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

If **YES**, please indicate: Start Time: 1 pm AM / PM – Finish Time: 2 pm AM / PM

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

Production company providing sound

☒
☐

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

☐
☒

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

Yes some banner and static displays will be set up

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

☒
☐

Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:
a wide variety of HD methods

NO YES

☒
☐

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

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

NAME: Randy Brown/Bobby Rock PHONE: 605-717-6848

Adopted June 1, 2023

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: _____

Agent's Name: _____

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

Address: 703 Main St - Deadwood SD 57732

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

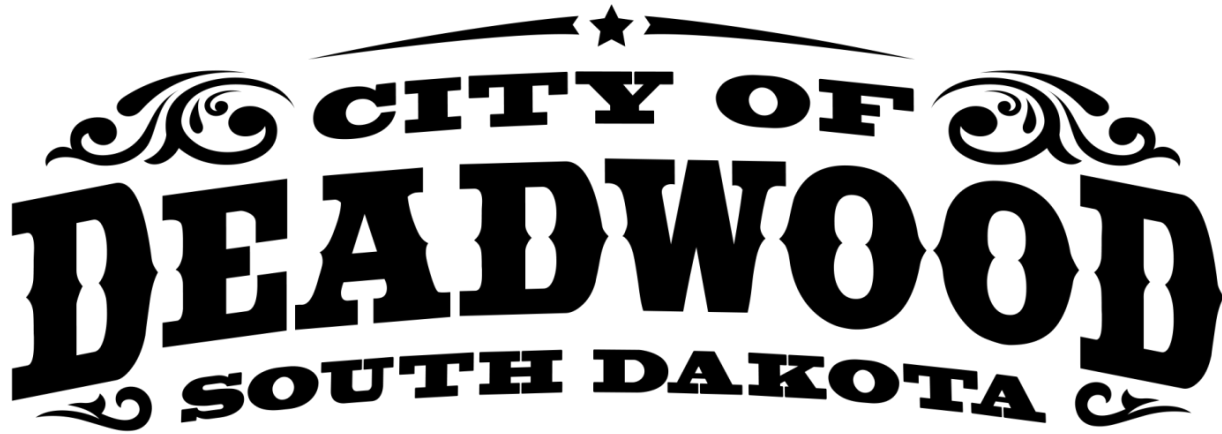
Advance Cancellation Notice Required: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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/Bobby Rock** Title: **Director**

Date: 3/25/24

(Signature of Applicant/Sponsoring Organization)



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

Harley Davidson - Medicine Wheel Ride In - Parking - Sunday August 3

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 - HDEvent Date(s): August 3, 2025 Total Anticipated Attendance: 100
(month, day, year)(# of *Participants* _____ # of *Spectators* _____)Actual Event Hours: (from: 11 am AM / PM (to): 5 pm AM / PM)Location / Staging Area: Outlaw SquareSet up/assembly/construction Interpretive Lot Start time: 8:00 am AM / PMPlease 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 parkingDismantle Date: August 3 Completion time: 6 pm AM / PMList any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing
and time of re-opening: 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) 717-6848Address: _____
(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 864-404-8389Address: _____
(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 Rider will be taking place in Deadwood

Prior to Medicine Wheel Riders arriving, a smaller group ride will be leaving Outlaw

Square at 11 am - we will use Interpretive lot for those riders from 8 - 11

We are requesting half of the Interpretive lot be cordoned off with gates to used for Medicine Wheel Riders parking. Parking will be from 8 am until 5 pm - lot will be reopen at 5 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 provide your liquor liability insurance information to the last page of this application. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will Items or services be sold at the event? If YES , please describe: _____

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

Adopted 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: 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 Fouche, SD**

(city)

(state)

(zip code)

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

NO YES

☒
☐

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

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

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

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

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

Acknowledge acceptance with initial: **WM**

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

Acknowledge acceptance with initial: **WM**

Adopted June 1, 2023

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____
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: 2

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

☐
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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:
HD will promote through their Marketing channels

NO YES

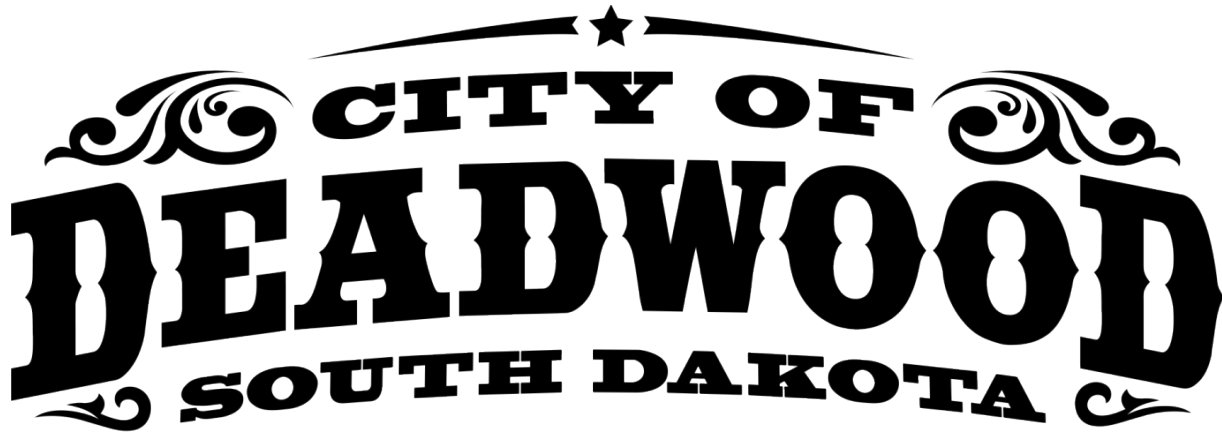
☒
☐

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

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

NAME: Bobby Rock PHONE: 605-641-9162

Adopted June 1, 2023



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

The Drifters - Outlaw Square - Tuesday, August 19, 2025

Instructions:

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

Adopted October 7, 2024

EVENT INFORMATION

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

Event Title: The Drifters - Outlaw Square - Tuesday, August 19, 2025Event Date(s): August 19, 2025 Total Anticipated Attendance: 800
(month, day, year)(# of Participants 10 # of Spectators 790)Actual Event Hours: (from: 5:30 pm AM / PM (to): 9 pm AM / PMLocation / Staging Area: Outlaw SquareSet up/assembly/construction August 19 Start time: 1 pm AM / PMPlease describe the scope of your setup / assembly work (specific details): _____
Load in of production equipment and band _____Dismantle Date: August 19 Completion time: 11 pm AM / PMList any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Deadwood Street, Main to Pioneer way - Tuesday August 19, 5 pm to 11 pm

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

OPEN CONTAINER

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

Date: <u>August 19</u>	Times: <u>5 pm to 10 pm</u>	Zone: <u>1 & 2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit)

☒ Noncommercial (nonprofit)

Sponsoring Organization: Outlaw Square - Deadwood Mt. Grand

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

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

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

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

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

Name: _____

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

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

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

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

FEES / PROCEEDS / REPORTING

NO YES

☐
☒

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

☒
☐

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

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

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

This event is a part of the KOOL DEADWOOD NITES week, the concert is presented by The Deadwood Mountain Grand, with Outlaw Square being the host

Concert will take place starting at either 5:30 or 6:30 pm, and will be concluded by 7 or 8 pm.

Requesting Open Container, city wide, Zones 1 & 2 from 5 pm until 10 pm
Beer or Wine only, served in Chamber open container cups.

Requesting Deadwood St closure from Main st to Pioneer Way 5 pm until 11 pm
purpose if for additional seating and viewing of the show.
Deadwood St will be reopened upon completion of Production load out.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

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

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

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

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

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

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

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

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

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

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

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

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: 14 Trash Containers w / lids: N/A

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

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

Outlaw Square staff will handle crowd control and internal security

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

Outlaw Square is ADA 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: 605-717-6848

NO YES

☐
☒

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

Outlaw Square lighting

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

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

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

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

Acknowledge acceptance with initial: WM

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

Acknowledge acceptance with initial: WM

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

Public and businesses will be notified through public hearing notifications _____

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

☐
☒

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

Number of Stages: 1

Number of Bands: 1

Type of Music: Oldies

☐
☒

Will **sound amplification** be used?

If **YES**, please indicate: Start Time: 5:30/6:30 pm AM / PM – Finish Time: 7 or 8 pm AM / PM

☐
☒

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

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

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

Powerhouse Productions is our 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: _____

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

☐
☒

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

Social media, internet, posters

NO YES

☒
☐

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

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

NAME: Bobby Rock PHONE: 605-641-9162

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Hub International / Lloyds of London

Agent's Name: Chris Roberts

Business Phone: () Policy Number: Policy Type:

Address: _____

(city) (state) (zip code)

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

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

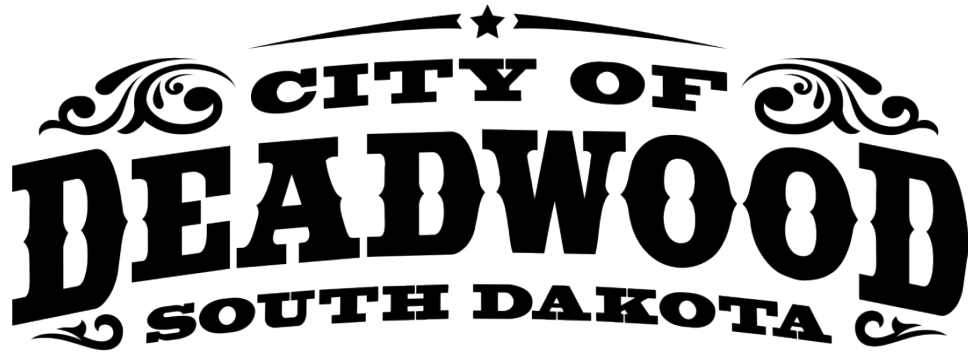
AFFIDAVIT OF APPLICANT

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

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

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

(Signature of Applicant/Sponsoring Organization)



Event Complex Rental and Use Agreement

Event: ARSA NATIONAL CHAMPIONSHIP

Date of Event: 9/12/2025 - 9/14/2025

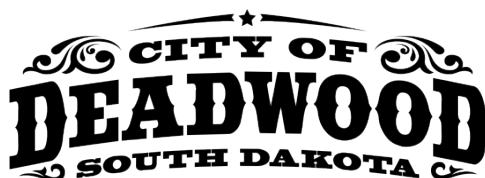
**** Disclaimer: In an event of a local emergency. The South Dakota Department of Public Safety, Wildland Fire Division agreement signed March 17, 2025, will take effect for incident command operations site at the Event Complex. The event would be canceled, and fees and deposits would be returned. ****

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

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: ARSA NATIONAL CHAMPIONSHIP

Contact Information:

Name of Applicant: KATHY DOLAN

Business/Organization: WOLFPACK WORKING DOGS

Mailing Address: 108 CYANIDE ST

City, State Zip: LEAD SD 57754

Business Phone: 605-206-0384 Cell Phone: 605-206-0384

Email Address: WOLFPACKWORKINGDOGS@GMAIL.COM

Dates Event Complex requested:

Set up Date(s): 9/12/2025 Hour(s): _____

Event Date(s): 9/13/2025 Hour(s): _____

Clean-up Date(s): 9/14/2025 Hour(s): _____

Approximate number of people who will attend: _____

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

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

Office use Only

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: ARSA NATIONAL CHAMPIONSHIP

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Deadwood Event Complex Rental and Use Agreement

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

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

Rental Fees:

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

Ticketed Events:

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

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

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

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

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

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

Tent Rental, which is set and amended by resolution:

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

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

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

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

Please read the Use Guidelines for cancellation and reservation policies.

<u>Fees</u>		<u>Request to Waive</u>	<u>Refundable Deposits</u>
Event Complex Facilities	\$ _____	<input type="checkbox"/>	Key Deposit \$ _____
Add 'l Set-up/Tear Down	\$ _____	<input type="checkbox"/>	Damage Deposit \$ <u>1250.00</u>
Baseball Fields	\$ _____	<input type="checkbox"/>	
Parking Lots Only	\$ <u>150</u>	<input checked="" type="checkbox"/>	Total Deposits \$ <u>1250</u>
Tent(s)	\$ _____	<input type="checkbox"/>	Alcohol Fee (Pg 18) (\$100.00 per day) \$ _____
Event Complex Cleaning			
And Trash Removal	\$ _____		
Cleaning Baseball Field	\$ _____		
Cleaning Ferguson Field	\$ <u>125.00</u>		
Streaming	\$ _____		
Water Usage	\$ _____		
Total Fees	\$ <u>275</u>		

Organization: WOLFPACK WORKING DOGS

Signature: Kathy Dolan

Digitally signed by Kathy Dolan
DN: cn=Kathy Dolan, o=City of Denver, ou=City of Denver, email=Kathy.Dolan@denvergov.org
Reason: I have reviewed this document
Date: 2025.04.24 10:42:24 -0500
Form PDF Editor Version: 13.1.0

Date: 04/24/2025

Office Use only:

Date Fees Paid: _____

Date Deposit Paid: _____

Fees Still Owed: _____

Notes:

Acknowledgement of Use Rules and Regulations

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

Initials KJD

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 KJD

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 KJD

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 KJD

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

Initials KJD

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

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

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

Initials KJD

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials KJD

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

Insurance and Liability

Overview:

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

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

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

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

NOTE:

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

The following pages include:

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

Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: **WOLFPACK WORKING DOGS**

Name: **KATHY DOLAN**

Title: **PRESIDENT**

Signature: **Kathy Dolan**

Date: **04/24/2025**

Digitally signed by Kathy Dolan
DN: DC=POC, DC=PIERRE, OU=FNBP Users, OU=Lead, CN=Kathy Dolan, E=Kathy.Dolan@fraserfire.com
Reason: I have reviewed this document
Location:
Date: 2025.04.24 08:51:29-0800
Post PDF Editor Version: 13.1.6

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):

SEARCH DOG TESTS

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 KJD

- 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 KJD

- 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 KJD

- 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 KJD

- 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 KJD

- 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 KJD

- 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 KJD

- 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 KJD

- 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 KJD

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: WOLFPACK WORKING DOGS

Name: KATHY DOLAN

Title: PRESIDENT

Signature: Kathy Dolan

Date: 04/24/2025

Digitally signed by Kathy Dolan
DN: DC=POC, OU=PIERRE, OU=FNPB Users, OU=Lead, CN=Kathy Dolan, E=Kathy.Dolan@fransignalsystems.com
Reason: I have reviewed this document
Date: 2025.04.24 08:54:04 -0600
Post PDF Editor Version: 13.1.6

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:

ARSA NATIONAL CHAMPIONSHIP

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: KATHY DOLAN Date of Birth: 09/13/1966

Address: 108 CYANIDE ST
LEAD SD 57754

Signature: Kathy Dolan Date: 04/24/2025

Digitally signed by Kathy Dolan
DN: DC=POC, OU=PIERRE, O=ARSA Users, CN=Lead, CN=Kathy Dolan, E=Kathy.Dolan@
Reason: I have reviewed this document
Date: 2025.04.24 09:50:26 -0500
Firm PDF Edition Version 1.0.0

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

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

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

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

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

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: **WOLFPACK WORKING DOGS**

Name: **KATHY DOLAN**

Title: **PRESIDENT**

Signature: **Kathy Dolan**

Digitally signed by Kathy Dolan
DN: cn=Kathy Dolan, ou=FNBP Users, ou=Lead, cn=Kathy Dolan, e=Kathy.Dolan@
InnovationBanks.com
Reason: I have reviewed this document
Location:
Date: 2025.04.24 08:56:10-0600
Foxit PDF Editor Version: 13.1.0

Date: **04/24/2025**

Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

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

I have read and understand these rules.

Organization: **WOLFPACK WORKING DOGS**

Name: **KATHY DOLAN**

Title: **PRESIDENT**

Signature: **Kathy Dolan**

Digitally signed by Kathy Dolan
DN: c=US, o=Deadwood Event Complex, ou=Deadwood Event Complex Users, ou=Lead, cn=Kathy Dolan, e=Kathy.Dolan@transnationalbanks.com
Reason: I have reviewed this document
Location:
Date: 2025.04.24 08:56:54 -0600
Post PDF Editor Version: 13.1.6

Date: **04/24/2025**

Responsibilities to and of the Concessionaire

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

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

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

Organization: WOLFPACK WORKING DOGS

Name: KATHY DOLAN

Title: PRESIDENT

Signature: Kathy Dolan

Digitally signed by Kathy Dolan
DN: cn=Kathy Dolan, o=Wolpack Working Dogs, ou=Deadwood Event Complex, email=kathy.dolan@wolpackworkingdogs.com
Reason: I have reviewed this document
Date: 2025.04.24 10:57:25 -0500
PowerPDF Edition Version: 13.0.0

Date: 04/24/2025

Alcohol Policy for Facility Rentals

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

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

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

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

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

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

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

Organization: _____ Name: _____

Title: _____ Signature: _____

Dates/Times Alcohol will be served: _____

Business name who will be serving: _____

Liability Insurance

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

Name of Insurance Company: _____

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

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

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

General Business within the Event Complex

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

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

Initials KJD

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 KJD

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 KJD

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 KJD

Organization: WOLFPACK WORKING DOGS

Name: KATHY DOLAN

Title: PRESIDENT

Signature: Kathy Dolan

Digitally signed by Kathy Dolan
DN: DC=SD, DC=PIERRE, OU=FNEP Users, OU=Lead, CN=Kathy Dolan, E=Kathy.Dolan@fnepp.com
Reason: I have reviewed this document
Location:
Date: 2025.04.24 08:58:37 -0600
Post #102, Editor Version: 13.1.0

Date: _____

Event Complex Sign and Banner Policy

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

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

Organization: **WOLFPACK WORKING DOGS**

Name: **KATHY DOLAN**

Title: **PRESIDENT**

Signature: **Kathy Dolan**

Digitally signed by Kathy Dolan
DN: DC=POC, DC=PIERRE, OU=FNBP Users, OU=Lead, CN=Kathy Dolan, E=Kathy.Dolan@fraterniteabanks.com
Reason: I have reviewed this document
Location:
Date: 2025.04.24 09:01:08-06'00'
PDF PDF Editor Version: 13.1.6

Date: **04/24/2025**

City of Deadwood Equipment and Services

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

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

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

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

Police Department

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

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

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

Arena prep work including:

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

General Event Complex Services:

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

Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

Renter Reference Sheet

Renter/Organization Name: _____

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.

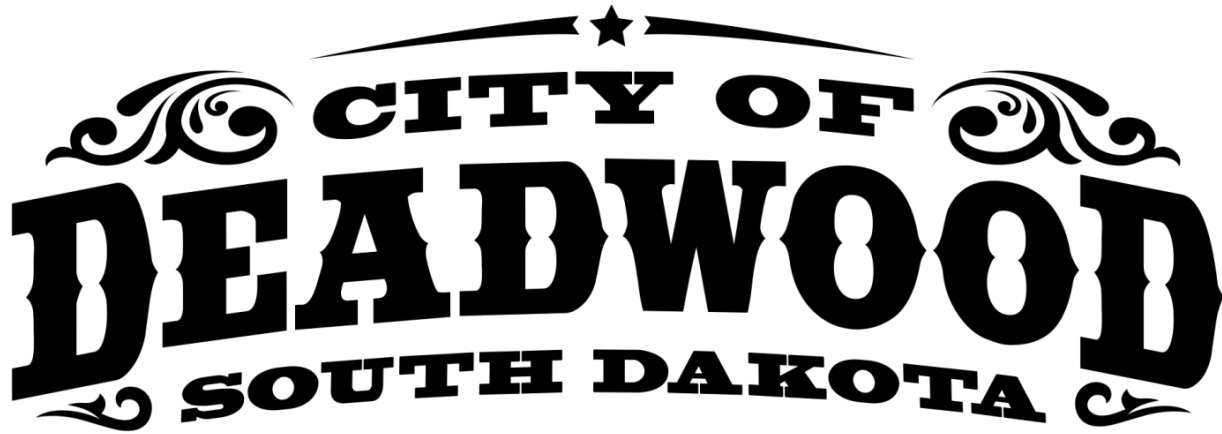
Organization: **WOLFPACK WORKING DOGS**

Name: **KATHY DOLAN** Title: **PRESIDENT**

Signature: **Kathy Dolan** Date: **04/24/2025**

Daytime Phone Number: **605-206-0384**

Date of your Event(s): **9/12/2025 - 9/14/2025** Group/Event Name: **ARSA NATIONAL CHAMPIONSHIP**



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

Deadwood Jam 9/19/25-9/20/25

Instructions:

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

Adopted October 7, 2024

EVENT INFORMATION

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

Event Title: Deadwood Jam 9/19/25-9/20/25Event Date(s): 9/19/2025 - 9/20/2025

(month, day, year)

Total Anticipated Attendance: 3000

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 5pm 9/19 Noon 9/20 AM / PM (to): 10pm AM / PM)Location / Staging Area: Outlaw Square and Deadwood St.Set up/assembly/construction 9/18/25 Start time: 8am AM / PMPlease describe the scope of your setup / assembly work (specific details): Deadwood Street closure to allow DMM Systems to unload their semi and set up the stage at Outlaw Square.Dismantle Date: 9/21 Completion time: 3am AM / PMList any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Deadwood St. 9/18 at 8am through 9/21 at 3am.Siever St. 9/19 and 9/20 for bus parking 6am-10pm

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

OPEN CONTAINER

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

Date: <u>9/19</u>	Times: <u>5-10pm</u>	Zone: <u>1-2</u>
Date: <u>9/20</u>	Times: <u>Noon - 10pm</u>	Zone: <u>1-2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted October 7, 2024

APPLICANT AND SPONSORING ORGANIZATION INFORMATION☐ Commercial (for profit)☐ Noncommercial (nonprofit)Sponsoring Organization: The Deadwood JamChief Officer of Organization (NAME): Brandon HarveyApplicant (NAME): Jesse Allen Business Phone: (60521017) 80Address: 501 Main St. Deadwood, SD 57732

(city)

(state)

(zip code)

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

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

Name: _____

Address: _____

(city)

(state)

(zip code)

Contact person "on site" day of event or facility use Jesse Allen Pager/Cell #: 605-591-9171**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)

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

FEES / PROCEEDS / REPORTING

NO

☐

YES

☒

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

☒☐

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

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:

Two days of free concerts at Outlaw Square.

Requesting street closure on Deadwood St. Thursday 9/18 @8am - Sunday 9/21 @3am

Requesting street closure on Seiver St. Friday 9/19 and Saturday 9/20 for bus parking
6am - 10pm

Request to waive vendor fees

Request to waive event banner and sponsor fees

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

NO

☒

YES

☐

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

☐☒

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

☒☐

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

☐☒

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

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

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

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

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

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

☐ GAS

☐ ELECTRIC

☐ CHARCOAL

☐ OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

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

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

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

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

- Booths, Exhibits, Displays or Enclosures.

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

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

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

Number of trash cans: _____

Trash Containers w / lids: _____

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: Deadwood Jam Staff will clean up the Square and move trash to the curb or designated area.

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

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

Badlands Security

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

Accessible

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

NO YES

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

Security Organization: Badlands Security

Security Organization Address: 11089 Snoma Road Belle Fourche SD 57717

(city) (state) (zip code)

Security Director (Name): Friz Carlson Business phone: 6052101780

NO YES

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

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

Number 0 Ambulance(s) – How provided? _____

Number 0 Emergency Medical Technicians – How provided?

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

Acknowledge acceptance with initial: JA

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

Acknowledge acceptance with initial: JA

Acknowledge acceptance with initial: JA

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

Social and Local media. Newsletter

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: 10

Type of Music: Mixed Genres

☐☒

Will **sound amplification** be used?

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

☐☒

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

If **YES**, please indicate: Start Time: 8am AM / PM – Finish Time: 10pm AM / PM

Please describe the sound equipment that will be used for your event: Stage sound. Line array and Subs

☒☐

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

☐☒

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: Event and sponsor banners. Stage lighting

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: Brandon Harvey

PHONE: 605 920 9853

Adopted October 7, 2024

