



## Event Committee Meeting Meeting Agenda

March 28, 2024

1. **ROLL CALL**
2. **APPROVAL OF MINUTES**
  - a. Approval of February 29, 2024 minutes
3. **OLD BUSINESS**
4. **NEW BUSINESS**
  - a. Lead Deadwood Youth Soccer - March 25 through May 30, 2024
  - b. Mickelson Trail Post Race Party - June 2, 2024
  - c. PBR - June 6-7, 2024
  - d. NAJA Shrine Circus - June 21-22, 2024
  - e. Weekend Freedom Concerts - July 5 & 6, 2024
  - f. Days of '76 Rodeo and Parade - July 17 through July 29, 2024.
  - g. Lead Deadwood Youth Football and Cheer - August 1 through October 30, 2024
  - h. Harley Davidson Outlaw Square Activation - August 1 through 11, 2024
  - i. Mustang Rally - August 29, 2024
  - j. Deadwood Jam - September 13 - 14, 2024
  - k. Jeep Jamboree - September 19-21, 2024
  - l. Oktoberfest - October 4 - 5, 2024
  - m. Wild West Songwriters - October 17-19, 2024
  - n. Deadweird/Trunk or Treat - October 25-26, 2024
5. **REFUNDS**
  - a. Snocross - January 26-27, 2024 Continued from February 29
6. **UPCOMING EVENTS**
  - a. Forks, Corks and Kegs - April 12-13 - Open Container
7. **OPEN DISCUSSION**
8. **MEETING ADJOURNMENT**
  - a. Next meeting will be Thursday, April 25, 2024 at 10:00 a.m.

**CITY OF DEADWOOD  
EVENT COMMITTEE  
February 29, 2024**

**Roll Call:**

The City of Deadwood Event Committee met Thursday February 29, 2024 in the Century Room in City Hall. Charlie Struble called the meeting to order at 10:00 a.m. Present were Charlie Struble, Randy Adler, Michelle Fischer, Alex Hamann, Sarah Kryger, Louie LaLonde, Jim Lee, Tom Riley, Bobby Rock, Cory Shafer, Rose Speirs, Lornie Stalder and Misty Trehwella.

**Approval Of Minutes**

Minutes of the meeting on January 25, 2024, were approved by Mrs. Spiers, second by Mr. Rock; motion carried unanimously.

**Old Business:****1. WO Motorsports Arenacross & Freestyle Motocross Show – July 6, 2024**

Mrs. Kryger stated James would like to have the fees waived and do the ticket surcharge. Mr. Stalder moved to approve, second by Ms. Trehwella; motion carried unanimously.

**New Business:****1. Black Hills Redemption – June 21 through June 23, 2024**

Mrs. Kryger stated new event and asked Kenneth Palkow, Kenny's Custom Props, LLC to explain the event. Mr. Palkow explained the event which is a replica of campsite from video game Red Dead Redemption. He is asking for street closure on Main Street and use of Int. Lot. After much discussion and concerns with safety, closing Main Street and Int. Lot, Mr. Rock moved to approve with changes utilizing Outlaw Square and closure of Deadwood Street, second by Mrs. Speirs; motion carried unanimously.

**2. Farmers Market – Fridays June 21 through September 20, 2024**

Mrs. Kryger and Mrs. LaLonde spoke about the event, requesting waiver of vending fee at Gordon Park. Mr. Rock moved to approve, second by Mrs. Speirs; motion carried unanimously.

**3. Summer Trek – June 21 through June 23, 2024**

Ms. Trehwella stated reoccurring event, requesting use of public property – Mickelson Trail. Discussion was held concerning the construction. Mrs. Kryger moved to approve, second by Mr. Adler; motion carried unanimously.

**4. Monsters of Destruction – June 29 through June 30, 2024**

Mrs. Kryger stated reoccurring event, requesting open container and waiver of user fees due to surcharge collection. Mrs. LaLonde moved to approve, second by Mr. Adler; motion carried unanimously.

**5. July 4<sup>th</sup> Parade – July 4, 2024.**

Mrs. Kryger stated reoccurring event, requesting street closure. Mr. Rock moved to approve, second by Mrs. LaLonde; motion carried unanimously.

**6. Medicine Wheel Riders – August 4, 2024**

Mr. Rock spoke about the event, requesting use of Int. Lot. Mr. Adler moved to approve, second by Mrs. Kryger; motion carried unanimously.

**7. Legends Ride – August 5, 2024**

Mr. Rock stated reoccurring event, requesting use of Int. Lot, street closure on Main Street and waiver of banner fees. Discussion was held concerning security. Mr. Rock moved to approve, second by Mrs. LaLonde; motion carried unanimously.

**8. Rusty Wallace Ride – August 9, 2024**

Mrs. Kryger spoke about the event, requesting street closure on Main Street and Deadwood Street. Mr. Adler moved to approve, second by Mrs. LaLonde; motion carried unanimously.

**9. Kool Deadwood Nites – Parking on Main Street – August 22 through August 24, 2024**

Mrs. Kryger stated Wayne Morris asked for registered vehicles parking only on Main Street from Wall Street to Lower Main Street at Pioneer Way. Discussion was held concerning parking. Mrs. Kryger moved to deny, second by Mr. Rock; motion carried unanimously.

**Refunds:****1. Snocross – January 26-27, 2024**

Discussion was held concerning damage during the event. Ms. Trehwella moved to continue, second by Mrs. Kryger; motion carried unanimously.

**Upcoming Events:**

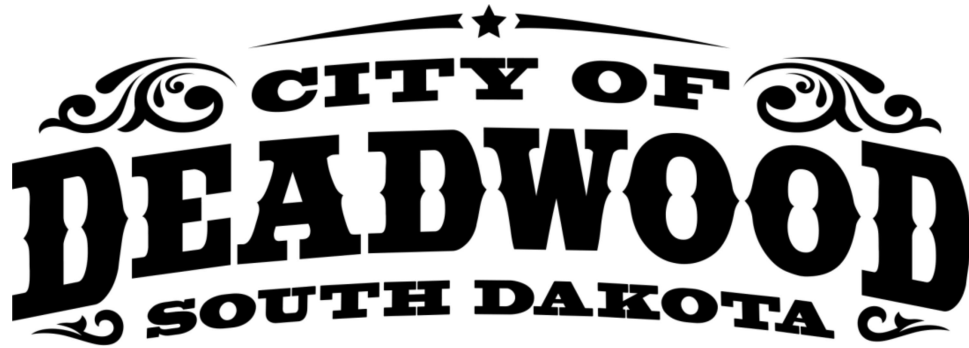
1. St. Patrick's Day – March 15-16, 2024 – Open Container, Street Closure.

**Open Discussion**

1. Mr. Stalder spoke about the cost at the Event Complex during events. Discussion was held concerning surcharge,

**Meeting Adjournment:**

With no further business for the committee to consider, Mrs. Kryger moved, second by Mr. Rock to adjourn. The next Event Committee meeting will be **Thursday, March 28, 2024 at 10:00 a.m.**



## Event Complex Rental and Use Agreement

Event: Lead-Deadwood Youth Soccer

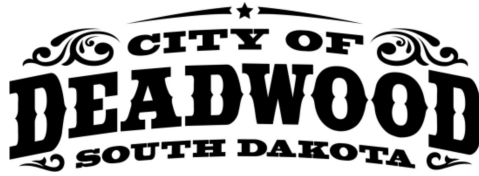
Date: 03-25-2024

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

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

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Outdoor Event Complex  
Deadwood, SD 57732

### Deadwood Event Complex Rental and Use Agreement

Event Name: Lead-Deadwood Youth Soccer

**Contact Information:**

Name of Applicant: Samantha Burleson

Business/Organization: Lead-Deadwood Youth Soccer

Mailing Address: 507 Bleeker St.

City, State Zip: Lead, SD 57754

Business Phone: \_\_\_\_\_ Cell Phone: 605-580-1059

Email Address: samanthadburleson05@gmail.com

**Dates Event Complex requested:**

Set up Date(s): 03-25-2024 Hour(s): 7 Hours

Event Date(s): May 20, 2024 Hour(s): 12 Hours

Clean-up Date(s): May 30, 2024 Hour(s): 7 Hours

Approximate number of people who will attend: \_\_\_\_\_

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

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

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

# Deadwood Event Complex Rental and Use Agreement

Event Name: Lead-Deadwood Youth Soccer

### Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website: [www.cityofdeadwood.com](http://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: Samantha Burluson Title: President  
 Phone: 605-580-1059 Representing: LDYSA

Name: Jessica Jansen Title: Treasure  
 Phone: 605-641-4106 Representing: LDYSA

Name: Jasmine McCauley Title: Secretary  
 Phone: 575-499-5626 Representing: LDYSA

Name: Brechelle Bacon Title: Vice President  
 Phone: 605-347-1000 Representing: LDSY

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
<b>Private</b>	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
<b>Non-Profit</b>	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
<b>For Profit</b>	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	\$500 / Day	\$500 / Day	\$300 / Day
<b>Government Agencies</b>	No charge	No charge	No charge

**Ticketed Events:**

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

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

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

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

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

**Deposit must be received before application can be approved.**

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

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

Please read the Use Guidelines for cancellation and reservation policies.

**Fees**

Event Complex Facilities	\$ <u>0.00</u>
Baseball Fields	\$ <u>0.00</u>
Parking Lots	\$ <u>0.00</u>
Cleaning/Trash Removal	\$ <u>0.00</u>
Streaming	\$ <u>0.00</u>
<b>Total Fees</b>	<b>\$ <u>0</u></b>

**Request to Waive**

**Complex Fees**

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

**Refundable Deposits**

Key Deposit	\$ <u>0.00</u>
Damage Deposit	\$ <u>0.00</u>
<b>Total Deposits</b>	<b>\$ <u>0</u></b>

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

Organization: Lead-Deadwood Youth Soccer

Name: Samantha Burluson

Title: President

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Acknowledgement of Use Rules and Regulations

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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 SB

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 1<sup>st</sup> or 3<sup>rd</sup> Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials SB

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 SB

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 SB

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

Initials SB

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

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

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

Initials SB

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials SB

\*\*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

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### 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.

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### 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.***

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The following pages include:

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

## Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

***I have read this Facilities Use Agreement Indemnification and Insurance Clause***

Organization: Lead-Deadwood Youth Soccer

Name: Samantha Burleson

Title: President

Signature: Samantha Burleson

Date: 03-25-2024

## 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):

U10 and U12 Youth Soccer Practice and Games on Saturday.

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:

Yees

Initials SB

- 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 SB

- 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 SB

- 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 SB

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 SB

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 SB

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 SB

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 SB

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 SB

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

Organization: Lead-Deadwood Youth Soccer

Name: Samantha Burleson

Title: President

Signature: Samantha Burleson

Date: 03-25-2024

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

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

Youth Soccer

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: Samantha Burleson Date of Birth: 08-31-1986

Address: 507 Bleeker St.  
Lead, SD 57754

Signature: Samantha Burleson Date: 03-25-2024

## 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:

Youth Soccer

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

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

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

Minor's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guardian's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## City of Deadwood Building Rental Rules

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

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

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

**I have read and understand these rules.**

Organization: Lead-Deadwood Youth Soccer

Name: Samantha Burleson Title: President

Signature: Samantha Burleson Date: 03-25-2024

## Event Complex Parking Requirements

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\*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.

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**I have read and understand these rules.**

Organization: Lead-Deadwood Youth Soccer

Name: Samantha Burleson

Title: President

Signature: Samantha Burleson

Date: 03-25-2024

## 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.

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

Organization: Lead-Deadwood Youth Soccer

Name: Samantha Burleson

Title: President

Signature: Samantha Burleson

Date: 03-25-2024

## Alcohol Policy for Facility Rentals

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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.

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Organization: Lead-Deadwood Youth Soccer

Name: Samantha Burleson Title: President

Signature: Samantha Burleson

Dates/Times Alcohol will be served: There will be no alcohol at anytime.

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Business name who will be serving: \_\_\_\_\_

## Liquor Liability Insurance

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

Name of Insurance Company: \_\_\_\_\_

Agent's Name: \_\_\_\_\_ Policy Type: \_\_\_\_\_

Phone: \_\_\_\_\_ Policy No.: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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## 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 SB

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 SB

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 SB

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 SB

Organization: Lead-Deadwood Youth Soccer

Name: Samantha Burleson

Title: President

Signature: Samantha Burleson

Date: 03-25-2024

## Event Complex Sign and Banner Policy

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

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

Organization: Lead-Deadwood Youth Soccer

Name: Samantha Burleson Title: President

Signature: Samantha Burleson Date: 03-25-2024

## City of Deadwood Equipment and Services

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

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

### Equipment and Services Provided (Included in Rental Fees)

#### Public Works Department

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



Police Department

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

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

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

## Arena prep work including:

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

## General Event Complex Services:

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

## Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

## Renter Reference Sheet

Renter/Organization Name: Lead-Deadwood Youth Soccer

### Requirements (If first time renter):

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

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

1) Name: City of Deadwood Phone Number: (605) 578-2600

City/State: Deadwood, SD Event Name: Lead-Deadwood Youth Soccer

Event Location: Baseball Fields/Football Field Email: \_\_\_\_\_

2) Name: City of Lead Phone Number: (605) 584-1401

City/State: Lead, SD 57754 Event Name: Lead-Deadwood Youth Soccer

Event Location: Park 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: Lead-Deadwood Youth Soccer

Name: Samantha Burluson Title: President

Signature: \_\_\_\_\_ Date: 03-25-2024

Daytime Phone Number: 605-580-1059

Date of your Event(s): March 25,2024-May 30, 2024 Group/Event Name: Lead-Deadwood Youth Soccer

Monday, April 1, 2024

Time	Location	Home	Away
5:30 pm	Ferguson Football Field	U10 Morrison	TBA

Wednesday, April 3, 2024

Time	Location	Home	Away
5:30 pm	Ferguson Football Field	U10 Morrison	TBA

Monday, April 8, 2024

Time	Location	Home	Away
5:30 pm	Ferguson Football Field	U10 Morrison	TBA

Wednesday, April 10, 2024

Time	Location	Home	Away
5:30 pm	Ferguson Football Field	U10 Morrison	TBA

Saturday, April 13, 2024

Time	Location	Home	Away
9:00 am	Spearfish	Spearfish	U10 Morrison

Monday, April 15, 2024

Time	Location	Home	Away
5:30 pm	Ferguson Football Field	U10 Morrison	TBA

Wednesday, April 17, 2024

Time	Location	Home	Away
5:30 pm	Ferguson Football Field	U10 Morrison	TBA

Saturday, April 20, 2024

Time	Location	Home	Away
12:00 am	Sturgis	U10 Morrison	TBA

Monday, April 22, 2024

Time	Location	Home	Away
5:30 pm	Ferguson Football Field	U10 Morrison	TBA

Wednesday, April 24, 2024

Time	Location	Home	Away
5:30 pm	Ferguson Football Field	U10 Morrison	TBA

Saturday, April 27, 2024

Time	Location	Home	Away
11:00 am	Belle Fourche	Belle Fourche	U10 Morrison
1:30 pm	Belle Fourche	Belle Fourche	U10 Morrison

Monday, April 29, 2024

Time	Location	Home	Away
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Monday, April 29, 2024

Time	Location	Home	Away
5:30 pm	Ferguson Football Field	U10 Morrison	TBA

Wednesday, May 1, 2024

Time	Location	Home	Away
5:30 pm	Ferguson Football Field	U10 Morrison	TBA

Saturday, May 4, 2024

Time	Location	Home	Away
10:00 am	Ferguson Football Field	U10 Morrison	Hot Springs
11:30 am	Ferguson Football Field	U10 Morrison	Hot Springs

Monday, May 6, 2024

Time	Location	Home	Away
5:30 pm	Ferguson Football Field	U10 Morrison	TBA

Wednesday, May 8, 2024

Time	Location	Home	Away
5:30 pm	Ferguson Football Field	U10 Morrison	TBA

Saturday, May 11, 2024

Time	Location	Home	Away
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Saturday, May 11, 2024

Time	Location	Home	Away
12:00 am	Hot Springs	U10 Morrison	TBA

Monday, May 13, 2024

Time	Location	Home	Away
5:30 pm	Ferguson Football Field	U10 Morrison	TBA

Wednesday, May 15, 2024

Time	Location	Home	Away
5:30 pm	Ferguson Football Field	U10 Morrison	TBA

Saturday, May 18, 2024

Time	Location	Home	Away
9:30 am	Sturgis	Sturgis	U10 Morrison
11:00 am	Sturgis	Sturgis	U10 Morrison

Saturday, April 13, 2024

Time	Location	Home	Away
9:00 am	Spearfish	Spearfish	U10 Morrison

Saturday, April 27, 2024

Time	Location	Home	Away
11:00 am	Belle Fourche	Belle Fourche	U10 Morrison
1:30 pm	Belle Fourche	Belle Fourche	U10 Morrison

Saturday, May 4, 2024

Time	Location	Home	Away
10:00 am	Ferguson Football Field	U10 Morrison	Hot Springs
11:30 am	Ferguson Football Field	U10 Morrison	Hot Springs

Saturday, May 18, 2024

Time	Location	Home	Away
9:30 am	Sturgis	Sturgis	U10 Morrison
11:00 am	Sturgis	Sturgis	U10 Morrison

Tuesday, April 2, 2024

Time	Location	Home	Away
5:30 pm	Ferguson Football Field	U12 Morrison	TBA

Thursday, April 4, 2024

Time	Location	Home	Away
10:00 am	Ferguson Football Field	U12 Morrison	TBA

Tuesday, April 9, 2024

Time	Location	Home	Away
5:30 pm	Ferguson Football Field	U12 Morrison	TBA

Thursday, April 11, 2024

Time	Location	Home	Away
10:00 am	Ferguson Football Field	U12 Morrison	TBA

Saturday, April 13, 2024

Time	Location	Home	Away
10:30 am	Spearfish	Spearfish	U12 Morrison

Tuesday, April 16, 2024

Time	Location	Home	Away
5:30 pm	Ferguson Football Field	U12 Morrison	TBA



Thursday, April 18, 2024

Time	Location	Home	Away
10:00 am	Ferguson Football Field	U12 Morrison	TBA

Saturday, April 20, 2024

Time	Location	Home	Away
12:00 am	Sturgis	U12 Morrison	TBA

Tuesday, April 23, 2024

Time	Location	Home	Away
5:30 pm	Ferguson Football Field	U12 Morrison	TBA

Thursday, April 25, 2024

Time	Location	Home	Away
10:00 am	Ferguson Football Field	U12 Morrison	TBA

Saturday, April 27, 2024

Time	Location	Home	Away
12:15 pm	Belle Fourche	Belle Fourche	U12 Morrison
2:45 pm	Belle Fourche	Belle Fourche	U12 Morrison

Tuesday, April 30, 2024

Time	Location	Home	Away
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Tuesday, April 30, 2024

Time	Location	Home	Away
5:30 pm	Ferguson Football Field	U12 Morrison	TBA

Thursday, May 2, 2024

Time	Location	Home	Away
10:00 am	Ferguson Football Field	U12 Morrison	TBA

Saturday, May 4, 2024

Time	Location	Home	Away
1:00 pm	Ferguson Football Field	U12 Morrison	Hot Springs
2:30 pm	Ferguson Football Field	U12 Morrison	New Castle

Tuesday, May 7, 2024

Time	Location	Home	Away
5:30 pm	Ferguson Football Field	U12 Morrison	TBA

Thursday, May 9, 2024

Time	Location	Home	Away
10:00 am	Ferguson Football Field	U12 Morrison	TBA

Tuesday, May 14, 2024

Time	Location	Home	Away
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Tuesday, May 14, 2024

Time	Location	Home	Away
5:30 pm	Ferguson Football Field	U12 Morrison	TBA

Thursday, May 16, 2024

Time	Location	Home	Away
10:00 am	Ferguson Football Field	U12 Morrison	TBA

Saturday, May 18, 2024

Time	Location	Home	Away
1:00 pm	Sturgis	Sturgis	U12 Morrison

Saturday, April 13, 2024

Time	Location	Home	Away
10:30 am	Spearfish	Spearfish	U12 Morrison

Saturday, April 27, 2024

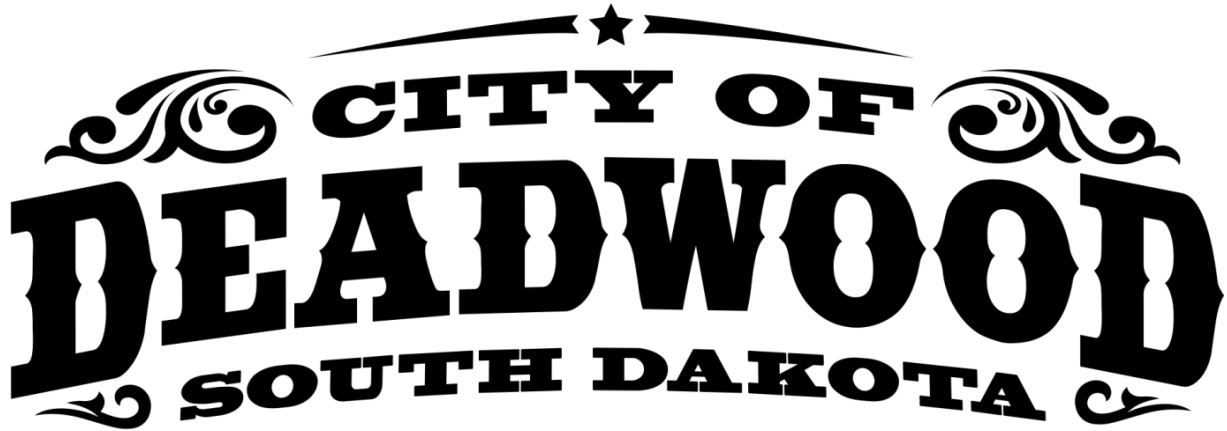
Time	Location	Home	Away
12:15 pm	Belle Fourche	Belle Fourche	U12 Morrison
2:45 pm	Belle Fourche	Belle Fourche	U12 Morrison

Saturday, May 4, 2024

Time	Location	Home	Away
1:00 pm	Ferguson Football Field	U12 Morrison	Hot Springs
2:30 pm	Ferguson Football Field	U12 Morrison	New Castle

Saturday, May 18, 2024

Time	Location	Home	Away
1:00 pm	Sturgis	Sturgis	U12 Morrison



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

**Mickleson Trail Post Race Party June 2, 2024**

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**Instructions:**

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

## EVENT INFORMATION

**Type of Event:**

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

Event Title: Mickleson Trail Post Race Party June 2, 2024

Event Date(s): June 2, 2024    Total Anticipated Attendance: 300  
(month, day, year)

(# of Participants                      # of Spectators )

Actual Event Hours: (from): 2 pm                      AM / PM (to): 5 pm                      AM / PM

Location / Staging Area: Outlaw Square

Set up/assembly/construction Date: June 2, 2024    Start Time: 12 pm                      AM / PM

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

Sound Production load in along with band load in

Dismantle Date: June 2, 2024                      Completion time: 7 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.

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

- Commercial (for profit)     Noncommercial (nonprofit)

Sponsoring Organization: Outlaw Square

Chief Officer of Organization (NAME): \_\_\_\_\_

Applicant (NAME): Wade Morris aka Bobby Rock Business Phone: (605-) 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 is a POST RACE party for the Mickleson Trail participants and supporters.

The Outlaw Deck @Silverado will be pouring beer to the participants wearing their racing bibs

Badlands Security will be checking ID's and wristbanding those over 21, participants will be using Deadwood Chamber event cups.

Open Contain request for Zone 4(Outlaw Square) only.

Event will be from 2 to 5 pm with band performing.

Shade tents will be place throughout the Square.

Security will also monitor Outlaw Square borders so no alcohol leaves the premises.

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

**NO**                      **YES**  
                       Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.

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

**NO**                      **YES**  
                       Does this event involve a moving route of any kind along streets, sidewalks or highways? If **YES** attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.

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

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

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.
- Food Concession and / or Food Preparation Area(s).  
Please describe how food will be served at the event:

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

GAS     ELECTRIC     CHARCOAL     OTHER (specify):

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

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



Number of trash cans: 8 Trash Containers w / lids: 0

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

Outlaw Square staff will clear the Square - COD will pick up trash in morning.

- Other Related Event Components not covered above.

## SAFETY / SECURITY / ACCESSIBILITY

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

Badlands Security handling crowd and Outlaw Square handling Internal

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

Outlaw Square is ADA compliant

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

**NO**

**YES**

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

Security Organization: Badlands Security

Security Organization Address: 11089 Snoma Road

Belle Fourche SD 57717

(city)

(state)

(zip code)

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

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

### PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

Deadwood City parking lots will be used

Notification through Public Hearing notice

### ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: 1 Number of Bands: 1

Type of Music: Country/Rock/Pop

- Will **sound amplification** be used?  
If **YES**, please indicate: Start Time: 2 pm AM / PM – Finish Time: 5 pm AM / PM
- Will **sound checks** be conducted prior to the event?  
If **YES**, please indicate: Start Time: 1 pm AM / PM – Finish Time: 1:30 pm AM / PM

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

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

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

NO YES

  Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:  Will there be any live media coverage during your event? If **YES**, please explain:  Applicant acknowledges and agrees to allow the City to publish the Contact Person and media referral telephone numbers on the internet in conjunction with the Calendar of Upcoming Events in the City of Deadwood. If you have a home page and want us to link with our Calendar, please provide the Internet address for your homepage:

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

NAME: Bobby Rock PHONE: 605-717-6848**INSURANCE REQUIREMENTS****REQUIRED:** Insurance for your event will be required before final permit approval.Name of Insurance Company: Hub International Agent's Name: Chris Roberts

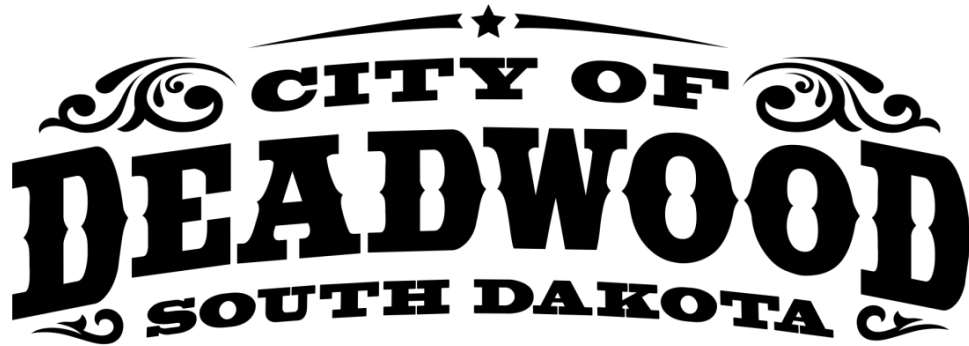
Business Phone: \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_

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.





## Event Complex Rental and Use Agreement

**Event:** Deadwood PBR

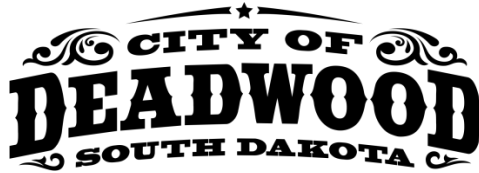
**Date:** June 7th and 8th 202

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

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

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Outdoor Event Complex  
Deadwood, SD 57732

## Deadwood Event Complex Rental and Use Agreement

Event Name: Do Deadwood Presents the Deadwood PBR

**Contact Information:**

Name of Applicant: Adam Libby

Business/Organization: Libby Productions LLC

Mailing Address: PO Box 2343

City, State Zip: Eureka, MT 59917

Business Phone: 406-885-1385 Cell Phone: \_\_\_\_\_

Email Address: alibbyproductions@gmail.com

**Dates Event Complex requested:**

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

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

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

Approximate number of people who will attend: 5000

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

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

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

# Deadwood Event Complex Rental and Use Agreement

Event Name: Do Deadwood Presents the Deadwood PBR

### Compliance with Deadwood City Ordinances:

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

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

### Additional contacts:

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

Name: Greg Nelson Title: \_\_\_\_\_

Phone: (605) 580-1263 Representing: \_\_\_\_\_

Name: Fritz Carlson Title: \_\_\_\_\_

Phone: (605) 210-1780 Representing: Bad Lands Security

Name: Desiree Libby Title: \_\_\_\_\_

Phone: (406) 291-2253 Representing: Libby Productions

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Representing: \_\_\_\_\_



# Deadwood Event Complex Rental and Use Agreement

Renter Type:  For-Profit  Private  Non-Profit  Government

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

## Rental Fees:

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

## Ticketed Events:

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

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

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

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

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

**Deposit must be received before application can be approved.**

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

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

Please read the Use Guidelines for cancellation and reservation policies.

## Fees

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

## Request to Waive

### Complex Fees

## Refundable Deposits

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

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

Organization: Libby Productions LLC

Name: Adam Libby

Title: Owner

Signature: Adam Libby

Date: 03/04/24

## Acknowledgement of Use Rules and Regulations

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

Initials AL

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

Initials AL

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

Initials AL

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

Initials AL

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

Initials AL

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

A person in charge of the event must be in attendance at all times during the event.

I have read & signed the Alcohol Policy form.

All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Event Complex or enter other buildings.

A person in charge must keep the guests off the Football Field unless granted permission to use from the Deadwood City Commission for the event.

Smoking on City property, including the Event Complex, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette on any City property.

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

Initials AL

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials AL

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

## Insurance and Liability

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### 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.

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### 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.***

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The following pages include:

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

## Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

***I have read this Facilities Use Agreement Indemnification and Insurance Clause***

Organization: Libby Productions LLC

Name: Adam Libby Title: Owner

Signature: Adam Libby Date: 03/04/24

# Event Sponsor – Release and Indemnification Agreement

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Initials AL

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

Participant Release and Indemnification required? YES  NO

Initials AL

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

Initials AL

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

Initials AL

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

Initials AL

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

Initials AL

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

Initials AL

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

Initials AL

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

Initials AL

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

Organization: Libby Productions LLC

Name: Adam Libby Title: Owner

Signature: Adam Libby Date: 03/04/24

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

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

Do Deadwood Presents the Deadwood PBR

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

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

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

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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

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

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

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

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

Minor's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guardian's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# City of Deadwood Building Rental Rules

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

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

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

**I have read and understand these rules.**

Organization: Libby Productions LLC

Name: Adam Libby Title: Owner

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

# Event Complex Parking Requirements

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

The following rules are in force:

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

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

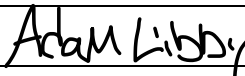
Additional Notes:

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

**I have read and understand these rules.**

Organization: Libby Productions LLC

Name: Adam Libby Title: Owner

Signature:  Date: 03/04/24

### Responsibilities to and of the Concessionaire

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


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

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

Organization: Libby Productions LLC

Name: Adam Libby Title: Owner

Signature:  Date: 03/04/24

## Alcohol Policy for Facility Rentals

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

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

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

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

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

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

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

Organization: Libby Productions LLC

Name: Adam Libby Title: Owner

Signature: Adam Libby

Dates/Times Alcohol will be served: \_\_\_\_\_

Business name who will be serving: Saloon 10

## Liquor Liability Insurance

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

Name of Insurance Company: \_\_\_\_\_

Agent's Name: \_\_\_\_\_ Policy Type: \_\_\_\_\_

Phone: \_\_\_\_\_ Policy No.: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

## General Business within the Event Complex

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

Initials AL

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

Initials AL

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

Initials AL

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

Initials AL

Organization: Libby Productions LLC

Name: Adam Libby Title: Owner

Signature: Adam Libby Date: 03/04/24

## Event Complex Sign and Banner Policy

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

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

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



## City of Deadwood Equipment and Services

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

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

### Equipment and Services Provided (Included in Rental Fees)

#### Public Works Department

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

Police Department

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

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

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

## Arena prep work including:

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

## General Event Complex Services:

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

## Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

## Renter Reference Sheet

Renter/Organization Name: \_\_\_\_\_

### Requirements (If first time renter):

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

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

1) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

2) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

3) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

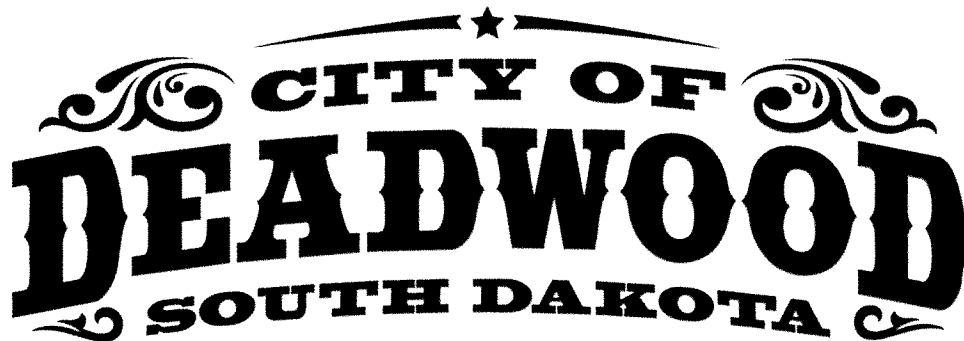
Organization: Libby Productions LLC

Name: Adam Libby Title: Owner

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

Daytime Phone Number: (406) 885-1385

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



## Event Complex Rental and Use Agreement

NAJA Shrine Circus

Event: 6-22-24

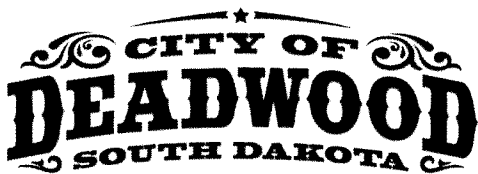
Date: \_\_\_\_\_

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

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

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Outdoor Event Complex  
Deadwood, SD 57732

### Deadwood Event Complex Rental and Use Agreement

Event Name: Naja Shrine Circus

**Contact Information:**

Name of Applicant: Jeff Schroeder

Business/Organization: Naja Shrine Circus

Mailing Address: 4091 Sturgis Rd

City, State Zip: Rapid City, SD 57702

Business Phone: 605-642-3402 Cell Phone: \_\_\_\_\_

Email Address: finance@najashrinecircus.com

**Dates Event Complex requested:**

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

Event Date(s): 6-22-24 Hour(s): \_\_\_\_\_

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

Approximate number of people who will attend: \_\_\_\_\_

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

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

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

# Deadwood Event Complex Rental and Use Agreement

Event Name: Naja Shrine Circus

### Compliance with Deadwood City Ordinances:

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

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

### Additional contacts:

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

Name: Kip Wagner Title: Circus chairman  
 Phone: 605-206-6393 Representing: NAJA

Name: Jeff Schroeden Title: Past Potentate  
 Phone: 605-591-9777 Representing: NAJA

Name: David R Ruth JR Title: Circus CFO  
 Phone: 605-920-1192 Representing: NAJA

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

# Deadwood Event Complex Rental and Use Agreement

Renter Type:     For-Profit     Private     Non-Profit     Government

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

**Rental Fees:**

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

**Ticketed Events:**

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

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

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

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

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

**Deposit must be received before application can be approved.**

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

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

Please read the Use Guidelines for cancellation and reservation policies.

**Fees**

**Request to Waive Complex Fees**

**Refundable Deposits**

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

Key Deposit	\$ <u>100</u>
Damage Deposit	\$ <u>500</u>
<b>Total Deposits</b>	\$ <u>600</u>

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

Organization: MAJIA SHRINERS

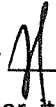
Name: Jeff Schroeder Title: Past Potentate

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




## Acknowledgement of Use Rules and Regulations


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

Initials 


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

Initials 


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

Initials 

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

Initials 


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

Initials 

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


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

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

Initials 

## 7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials 

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

## Insurance and Liability

### Overview:

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

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

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

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

### NOTE:

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

The following pages include:

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

## Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

***I have read this Facilities Use Agreement Indemnification and Insurance Clause***

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

# Event Sponsor – Release and Indemnification Agreement

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

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

Shrine Circus  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Initials   *AF*  

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

Participant Release and Indemnification required? YES \_\_\_\_\_ NO \_\_\_\_\_

Initials   *AF*  

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

Initials   *AF*  

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

Initials   *AF*

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

Initials   *JS*  

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

Initials   *JS*  

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

Initials   *JS*  

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

Initials   *JS*  

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

Initials   *JS*  

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

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

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

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

Shrine Circus

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Minor's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guardian's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: Maja Shriners  
 Name: Jeff Schroedel Title: 1st Potentate  
 Signature: [Handwritten Signature] Date: 3-4-24

## Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

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

I have read and understand these rules.

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

### Responsibilities to and of the Concessionaire

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

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

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

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

## Alcohol Policy for Facility Rentals

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

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

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

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

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

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

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

Organization: Naja Shainers

Name: Jeff Schroedel Title: Past Potentate

Signature: [Handwritten Signature]

Dates/Times Alcohol will be served: N/A

Business name who will be serving: N/A

## Liquor Liability Insurance

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

Name of Insurance Company: \_\_\_\_\_

Agent's Name: \_\_\_\_\_ Policy Type: \_\_\_\_\_

Phone: \_\_\_\_\_ Policy No.: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

## General Business within the Event Complex

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

Initials JS

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

Initials JS

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

Initials JS

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

Initials JS

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

## Event Complex Sign and Banner Policy

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

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

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

## City of Deadwood Equipment and Services

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

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

### Equipment and Services Provided (Included in Rental Fees)

#### Public Works Department

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



Police Department

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

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

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

## Arena prep work including:

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

## General Event Complex Services:

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

## Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

### Renter Reference Sheet

Renter/Organization Name: Naja Shriners

**Requirements (If first time renter):**

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

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

1) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

2) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

3) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

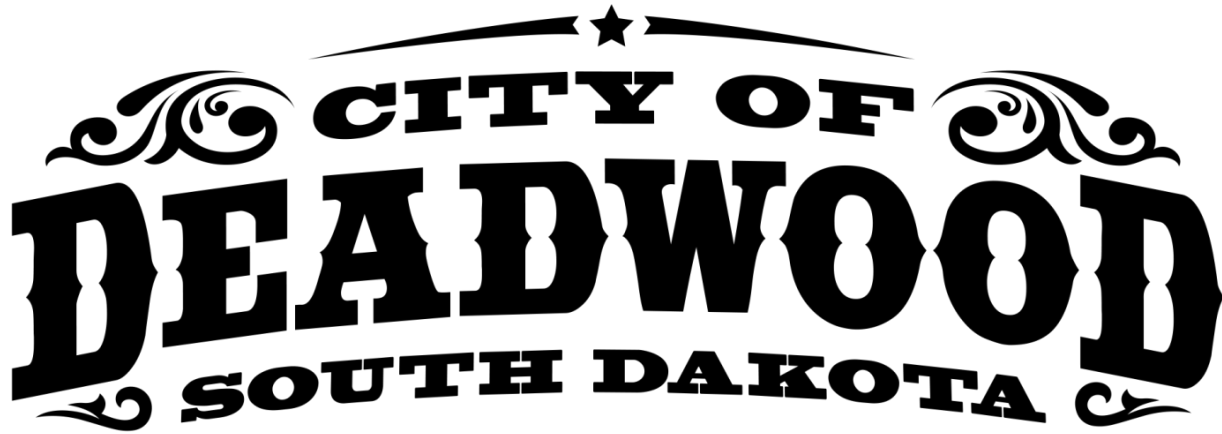
Organization: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Daytime Phone Number: \_\_\_\_\_

Date of your Event(s): \_\_\_\_\_ Group/Event Name: \_\_\_\_\_



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

**Weekend Freedom Concerts - Outlaw Square - July 5 & 6, 2024**

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**Instructions:**

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

Adopted June 1, 2023

### EVENT INFORMATION

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

Event Title: Weekend Freedom Concerts

Event Date(s): July 5 & 6, 2024 Total Anticipated Attendance: 2500  
(month, day, year)

(# of Participants 50 # of Spectators 2450)

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

Location / Staging Area: Outlaw Square

Set up/assembly/construction July 5 Start time: 7 am AM / PM

Please describe the scope of your setup / assembly work (specific details):  
Load in of Stage production equipment and band load in

Dismantle Date: July 27 Completion time: 12 am AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Deadwood St. from Main to Pioneer way - July 5, 7 am - July 7, 12 am  
will possibly reopen after Friday show until 10 am Saturday, if Deadwood street not needed.

- 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: July 5, 2024 Times: 5 pm until 10 pm Zone: 1 & 2

Date: July 6, 2024 Times: 12 pm until 10 pm Zone: 1 & 2

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_ Zone: \_\_\_\_\_

Adopted June 1, 2023

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION** Commercial (for profit) Noncommercial (nonprofit)Sponsoring Organization: Outlaw SquareChief Officer of Organization (NAME): Wade Morris aka Bobby RockApplicant (NAME): Wade Morris aka Bobby Rock Business Phone: (605 ) 717-6848Address: Deadwood, SD  
(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: Deadwood, SD  
(city) (state) (zip code)Contact person "on site" day of event or facility use Bobby Rock Pager/Cell #: 605-641-9162**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING**

NO YES

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

**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:

Outlaw Square is hosting a 2 day Freedom Weekend Concert event featuring 2

Headline bands - These will be FREE Shows.

Concerts will take place on Friday, July 5, 8 pm to 10 pm

Saturday, July 6, 8 pm to 10 pm

Requesting Deadwood St. closure from Main to Pioneer Way July 5, 7 am until July 7, 12 am - if possible will reopen Deadwood St. 11 pm until 10 am on July 5/6.

Will need to request Siever street closure on July 5 & 6 bands traveling with a Bus .

Requesting Open Container for zones 1 & 2 on July 5, 5 pm until 10 pm

July 6, 12 pm until 10 pm

Deadwood Chamber event cups will be used by participating businesses.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 <b>YES</b> , please provide your liquor liability insurance information to the last page of this application.   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Will Items or services be sold at the event? If <b>YES</b> , please describe: <u>Bands will sell their merchandise, tshirts, cd's, stickers etc.</u>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Does this event involve a moving route of any kind along streets, sidewalks, or highways? If <b>YES</b> , 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 <b>YES</b> , 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 Truck possibly 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: \_\_\_\_\_      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 and trash collection each night and dumping it in trash bins at city garage  
\_\_\_\_\_  
\_\_\_\_\_

Other Related Event Components not covered above. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **SAFETY / SECURITY / ACCESSIBILITY**

Please describe your procedures for both **Crowd Control** and **Internal Security**: \_\_\_\_\_  
Internal security will be handled by Outlaw Square - crowd control will be handled by private security firm.

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 Fourche, SD  
(city) (state) (zip code)

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

NO YES

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

Outlaw Square and city street lights will be on to illuminate the area

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

Number 1 Ambulance(s) – How provided? Monument Health

Number 2 Emergency Medical Technicians – How provided? Monument Health

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

Acknowledge acceptance with initial: wm

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

Acknowledge acceptance with initial: wm

Adopted June 1, 2023



## PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

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

## ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

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

Number of Stages: 1 Number of Bands: 1 each day

Type of Music: variety

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

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

Please describe the sound equipment that will be used for your event: \_\_\_\_\_  
Powerhouse sound is our sound & lighting 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: \_\_\_\_\_  
stage lighting

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:  
radio, newspaper, 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: Bobby Rock PHONE: 605-641-9162

Adopted June 1, 2023

## INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: Hub International - Lloyds of London  
 Agent's Name: Chris Robers  
 Business Phone: (\_\_\_\_) \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: Commerical Liability  
 Address: Deadwood, SD  
(city) (state) (zip code)

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

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

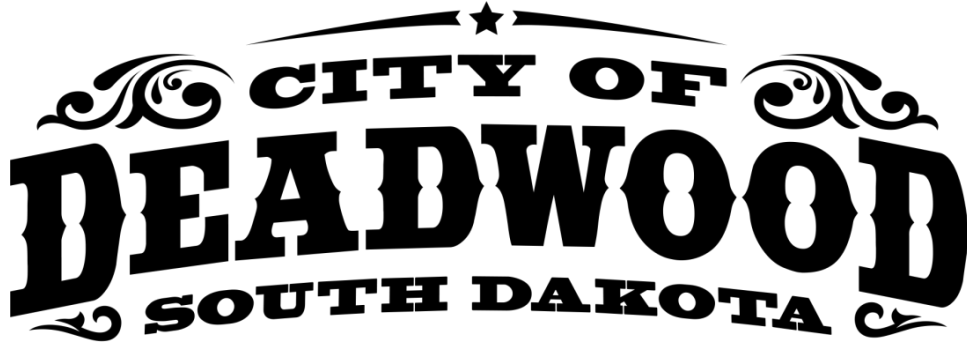
## AFFIDAVIT OF APPLICANT

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

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

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

\_\_\_\_\_  
 Date: 1/23/24  
 (Signature of Applicant/Sponsoring Organization)



## Event Complex Rental and Use Agreement

Event: Days of '76

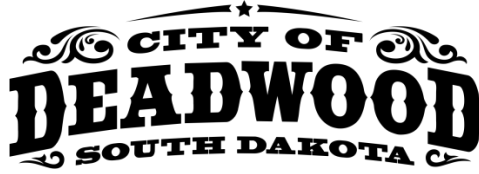
Date: 3/12/24

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

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

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Outdoor Event Complex  
Deadwood, SD 57732

### Deadwood Event Complex Rental and Use Agreement

Event Name: Days of '76

**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: 605-578-3456 Cell Phone: 605-920-1116

Email Address: deadwoodcr@gmail.com

**Dates Event Complex requested:**

Set up Date(s): July 17 Hour(s): \_\_\_\_\_

Event Date(s): July 21-27 Hour(s): \_\_\_\_\_

Clean-up Date(s): July 28-29 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
- Crow's Nest
- Main Grandstand Restrooms
- VIP Grandstand
- Baseball Field(s)
- Baseball Field Restrooms
- Arena and Corral Areas
- Venue Seating
- Parking Lots
- Pyrotechnics
- Open Container

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

# Deadwood Event Complex Rental and Use Agreement

Event Name: Days of '76

**Compliance with Deadwood City Ordinances:**

Please review the City of Deadwood Ordinances located on the City of Deadwood website: [www.cityofdeadwood.com](http://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: Tera Mau Title: President  
 Phone: 605-920-0085 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
<b>Private</b>	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
<b>Non-Profit</b>	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
<b>For Profit</b>	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	\$500 / Day	\$500 / Day	\$300 / Day
<b>Government Agencies</b>	No charge	No charge	No charge

**Ticketed Events:**

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

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

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

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

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

**Deposit must be received before application can be approved.**

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

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

Please read the Use Guidelines for cancellation and reservation policies.

**Fees**

**Request to Waive**

**Refundable Deposits**

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

**Complex Fees**

Key Deposit    \$ \_\_\_\_\_  
 Damage Deposit    \$ \_\_\_\_\_  
**Total Deposits**    \$ 0 \_\_\_\_\_

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

Organization: Days of '76

Name: Chris Roberts    Title: Member

Signature:     Date: 3/12/2024

DocuSigned by:  
Chris Roberts  
25B5CDF3670B42A...

## Acknowledgement of Use Rules and Regulations

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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 1<sup>st</sup> or 3<sup>rd</sup> Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials CR

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

Initials CR

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

Initials CR

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

Initials CR

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

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



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

Initials CR

7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials CR

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

## Insurance and Liability

---

### Overview:

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

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

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

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

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### NOTE:

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

---

The following pages include:

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

## Facilities Use Agreement Indemnification and Insurance Clause

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

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

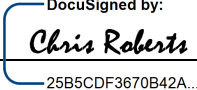
User represents that its activities, pursuant to this agreement, will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. User acknowledges that the City has no duty to and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

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

***I have read this Facilities Use Agreement Indemnification and Insurance Clause***

Organization: Days of '76

Name: Chris Roberts Title: Member

Signature:  Date: 3/12/2024  
25B5CDF3670B42A...

# 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):

102nd 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:  Date: 3/12/2024  
25B5CDF3670B42A...

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Minor’s Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guardian’s Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# City of Deadwood Building Rental Rules

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


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

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

**I have read and understand these rules.**

Organization: Days of '76

Name: Chris Roberts Title: Member

Signature:  Date: 3/12/2024

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# Event Complex Parking Requirements

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

The following rules are in force:

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

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


Additional Notes:

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

I have read and understand these rules.

Organization: Days of '76

Name: Chris Roberts Title: Member

Signature:  Date: 3/12/2024

DocuSigned by:  
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### Responsibilities to and of the Concessionaire

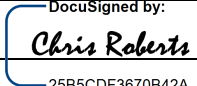
- A. The Concessionaire shall sell quality food and beverages; schedule and provide full maintenance of the concession premises; employ, train, and supervise personnel with appropriate qualifications and experience to assist in such functions; perform or supervise employees in the performance of all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

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

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

Organization: Days of '76

Name: Chris Roberts Title: Member

Signature:  Date: 3/12/2024

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## Alcohol Policy for Facility Rentals

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

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

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

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


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

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

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

Organization: Days of '76

Name: Chris Roberts Title: Member

Signature: 

Dates/Times Alcohol will be served: July 21st through July 27th, 10:00am - 11:00pm each day

Business name who will be serving: Days of '76 Inc.

## Liquor Liability Insurance

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

Name of Insurance Company: Lloyds of London

Agent's Name: Chris Roberts

Policy Type: CGL

Phone: 605-578-3456

Policy No.: 200PA0528

Address: 132 E Illinois St, 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:  Date: 3/12/2024

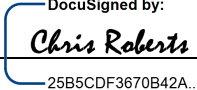
## Event Complex Sign and Banner Policy

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

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

Organization: Days of '76

Name: Chris Roberts Title: Member

Signature:  Date: 3/12/2024

## City of Deadwood Equipment and Services

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

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

### Equipment and Services Provided (Included in Rental Fees)

#### Public Works Department

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

Police Department

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

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

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

## Arena prep work including:

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

## General Event Complex Services:

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

## Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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



### Renter Reference Sheet

Renter/Organization Name: Days of '76

**Requirements (If first time renter):**

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

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

1) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

2) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

3) Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

City/State: \_\_\_\_\_ Event Name: \_\_\_\_\_

Event Location: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

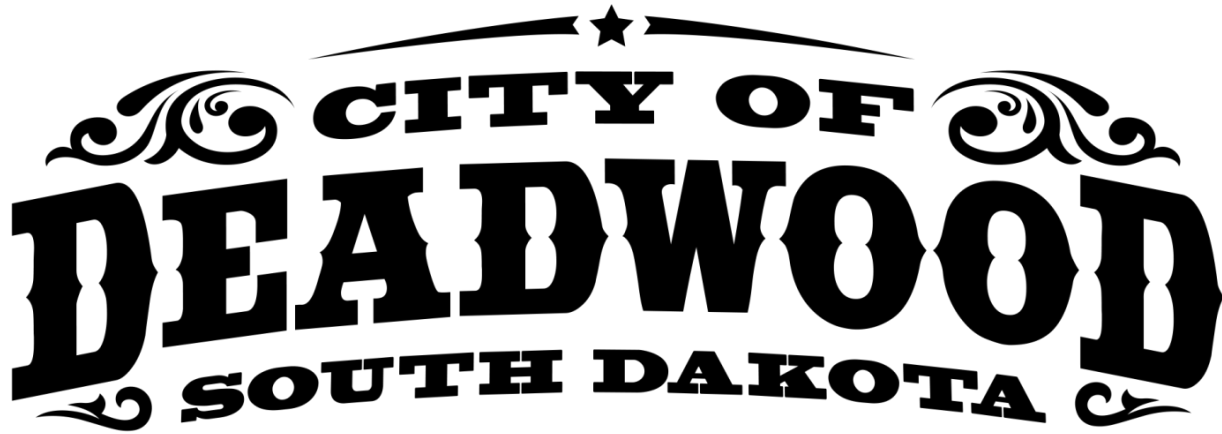
Organization: Days of '76

Name: Chris Roberts Title: Member

Signature: *Chris Roberts* Date: 3/12/2024

Daytime Phone Number: 605-920-1116

Date of your Event(s): July 21-27 Group/Event Name: \_\_\_\_\_



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

Days of '76

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#### 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 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

Event Date(s): July 26 & 27, 2024 Total Anticipated Attendance: \_\_\_\_\_  
(month, day, year)

(# of Participants \_\_\_\_\_ # of Spectators \_\_\_\_\_)

Actual Event Hours: (from: 1:30 (26) 10am (27) AM / PM (to): 3pm(26) 11:30 (27) 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

- 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: Days of '76 Inc.

Chief Officer of Organization (NAME): \_\_\_\_\_

Applicant (NAME): Chris Roberts Business Phone: (605 ) 920-1116

Address: PO Box 391 Deadwood, SD 57732  
(city) (state) (zip code)

Daytime phone: (605 ) 920-1116 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: Days of '76

Address: PO Box 391 Deadwood, SD 57732  
(city) (state) (zip code)

Contact person "on site" day of event or facility use Chris Roberts Pager/Cell #: 605-920-1116

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

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

**FEES / PROCEEDS / REPORTING**

NO YES

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

Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): \_\_\_\_\_  
No Fees  
\_\_\_\_\_  
\_\_\_\_\_

**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 on 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                                 |   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , 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 <b>YES</b> , please describe: _____<br>_____<br>_____   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Does this event involve a moving route of any kind along streets, sidewalks, or highways? If <b>YES</b> , 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 <b>YES</b> , 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: \_\_\_\_\_

**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: \_\_\_\_\_

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 June 1, 2023

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

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

**ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES**

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

Number of Stages: \_\_\_\_\_ Number of Bands: \_\_\_\_\_

Type of Music: \_\_\_\_\_

Will **sound amplification** be used?  
If **YES**, please indicate: Start Time: \_\_\_\_\_ 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 June 1, 2023



### 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: PO Box 391 Deadwood, SD 57732

(city) (state) (zip code)

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

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

### AFFIDAVIT OF APPLICANT

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

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

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

Chris Roberts Digitally signed by Chris Roberts  
Date: 2024.03.27 13:19:34 -06'00' Date: 3/27/24

(Signature of Applicant/Sponsoring Organization)

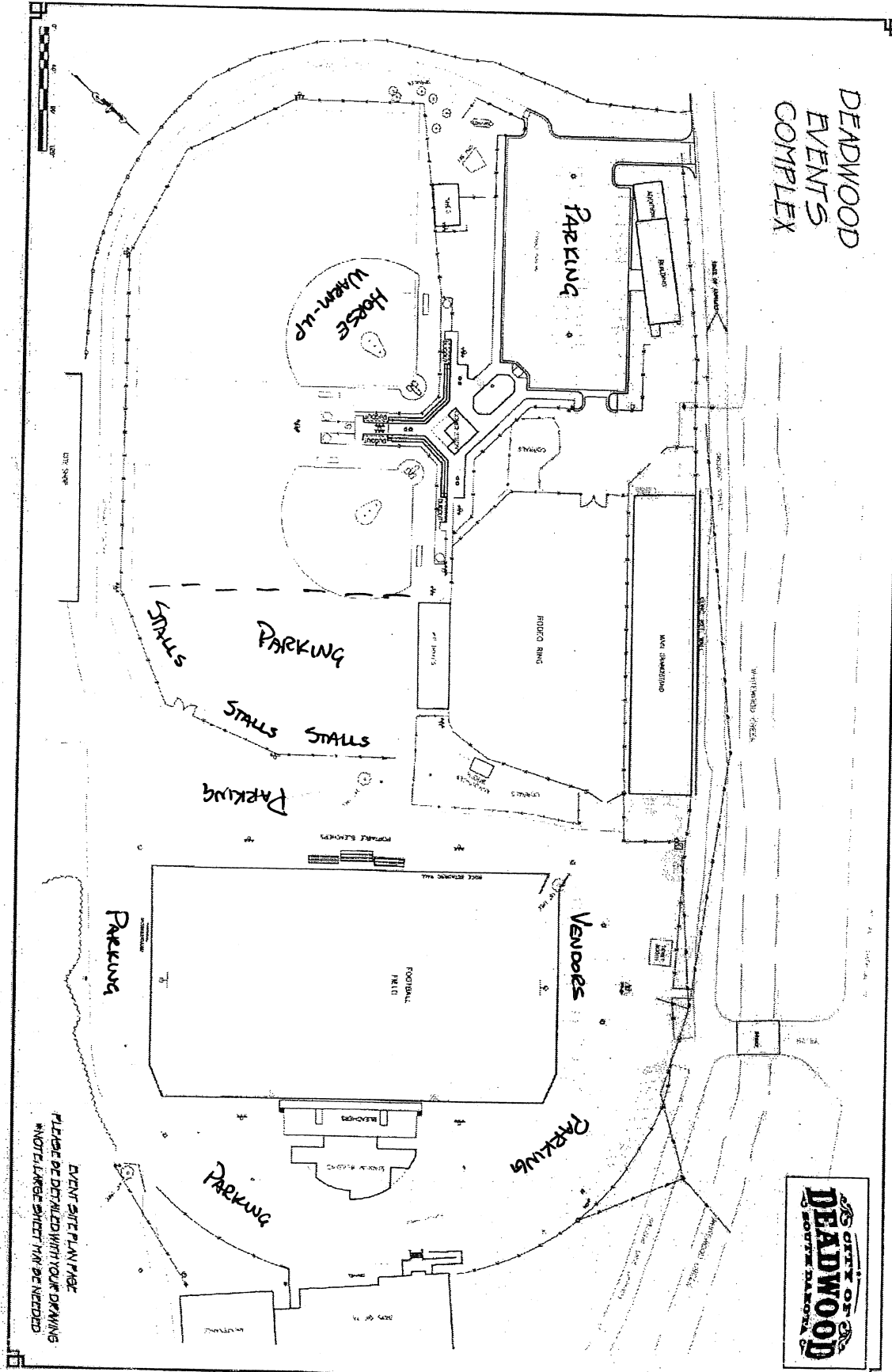
## Days of '76 Request for City Services

- Setup/teardown coral panels on the outer edge of the baseball field
- Water and Water Tank Truck for proper arena dirt and dust control
- Motor grader (only if needed prior to event to restore arena floor)
- Mini-Loader for setup and teardown
- Dump Truck for removal of manure after the event
- Small Sweeper for cleanup throughout the week
- Parks Dept. to pickup trash bags and empty trash cans
- City to set up tents behind bucking chutes (for medical staff) and on baseball field (for contestants)

Requesting waiver of any fees associated with the list above. Also requesting waiver of fees associated with the direct usage of the "Event Complex" as well as fees involving vendors we contract with within the guidelines of the concessionaire agreement.

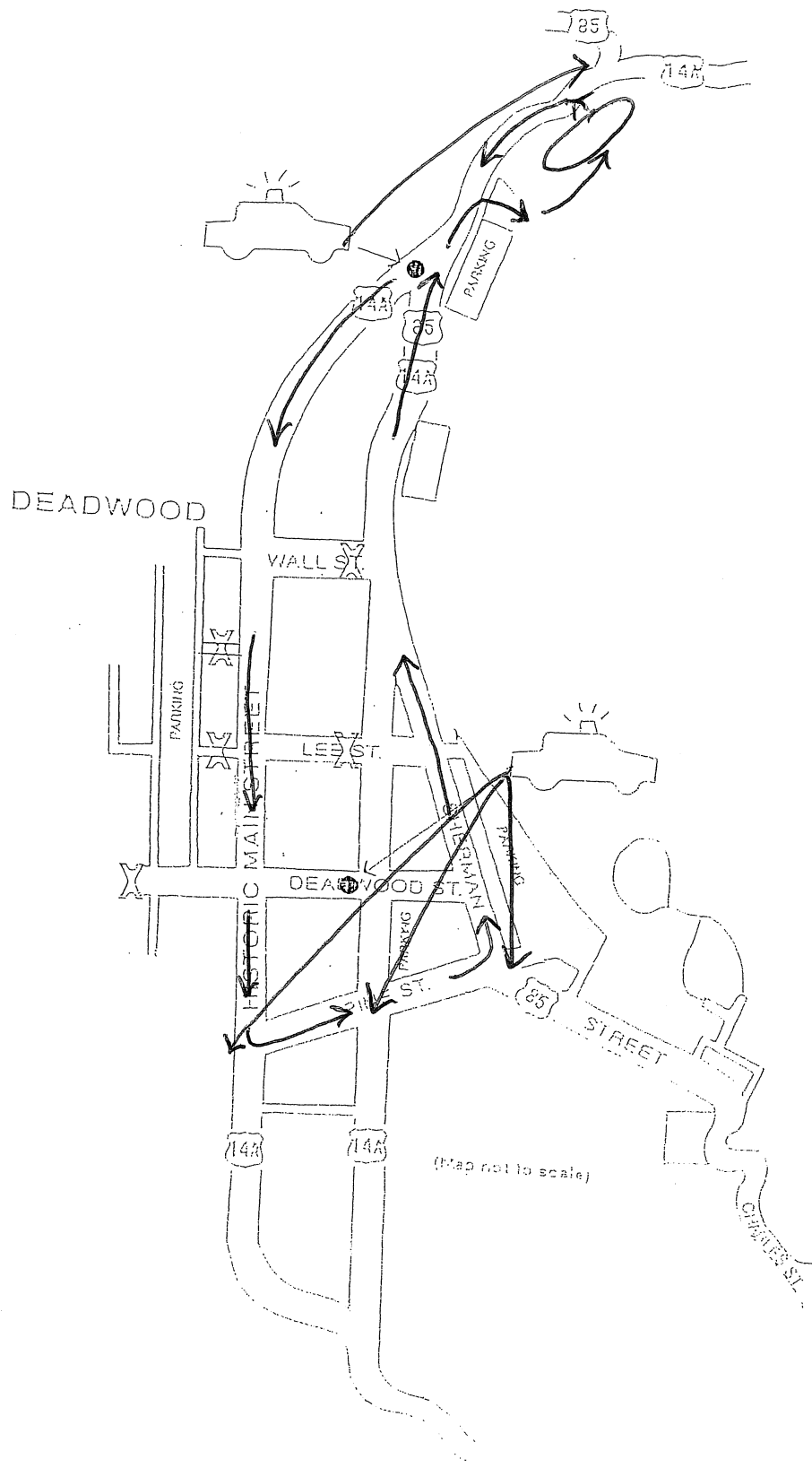
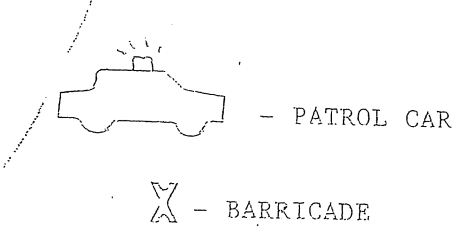
Requesting usage of a portion of the Lower Main Parking Lot for Contestant overflow parking (pickups and trailers) on Monday, Tuesday, Wednesday & Thursday.

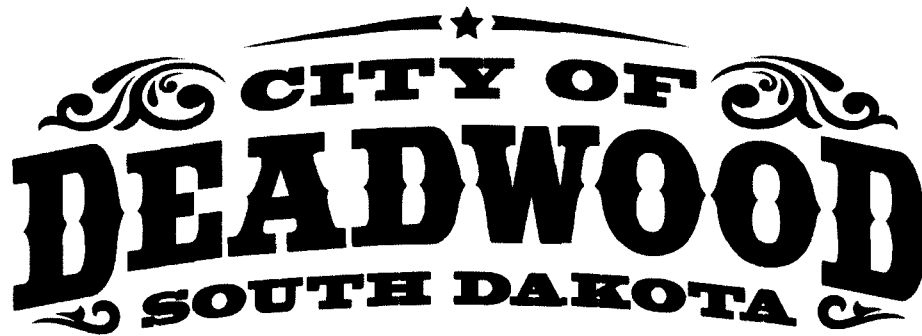
Requesting use of the small baseball field for event personnel parking. The usage would be consistent with past years.



EVENT SITE PLAN PAGE  
 PLEASE BE DETAILED WITH YOUR DRAWING  
 NOTES/LARGE SHEET MAY BE NEEDED

STREET CLOSURE MAP - PARADE ROUTE





## Event Complex Rental and Use Agreement

Event: LD Youth Football and Cheer

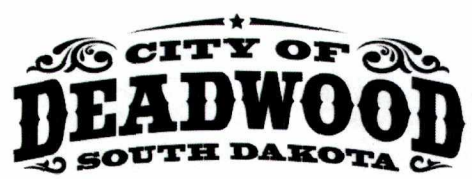
Date: 8/1/24-10/30/24

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

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

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Outdoor Event Complex  
Deadwood, SD 57732

### Deadwood Event Complex Rental and Use Agreement

Event Name: Lead/Deadwood Youth Football and Cheer

**Contact Information:**

Name of Applicant: Justin Lux

Business/Organization: Lead/Deadwood Youth Football and Cheer

Mailing Address: 786 Stage Run Road

City, State Zip: Deadwood, SD, 57732

Business Phone: 605-639-1533 Cell Phone: \_\_\_\_\_

Email Address: juslux@gmail.com

**Dates Event Complex requested:**

Set up Date(s): 8/1/24 Hour(s): 4:00 pm-6:00 pm

Event Date(s): 8/1/24-10/30/24 Hour(s): 4:00 pm-6:00 pm

Clean-up Date(s): \_\_\_\_\_ Hour(s): \_\_\_\_\_

Approximate number of people who will attend: \_\_\_\_\_

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

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

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

# Deadwood Event Complex Rental and Use Agreement

Event Name: Lead/Deadwood Youth Football and Cheer

**Compliance with Deadwood City Ordinances:**

Please review the City of Deadwood Ordinances located on the City of Deadwood website: [www.cityofdeadwood.com](http://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: Seth Reynolds Title: Co-Commissioner  
 Phone: 605-787-3003 Representing: LDYFCA

Name: Mike Sneesby Title: Member at Large  
 Phone: 605-645-1664 Representing: LDYFCA

Name: Lexi Lux Title: Member at Large  
 Phone: 605-641-6779 Representing: LDYFCA

Name: Kat Sneesby Title: Treasurer  
 Phone: 605-580-1703 Representing: LDYFCA

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
<b>Private</b>	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
<b>Non-Profit</b>	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
<b>For Profit</b>	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	\$500 / Day	\$500 / Day	\$300 / Day
<b>Government Agencies</b>	No charge	No charge	No charge

**Ticketed Events:**

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

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

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

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

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

**Deposit must be received before application can be approved.**

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

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

Please read the Use Guidelines for cancellation and reservation policies.

**Fees**

**Request to Waive  
Complex Fees**

**Refundable Deposits**

Event Complex Facilities	\$ _____	<input checked="" type="checkbox"/>
Baseball Fields	\$ _____	<input checked="" type="checkbox"/>
Parking Lots	\$ _____	<input checked="" type="checkbox"/>
Cleaning/Trash Removal	\$ _____	<input checked="" type="checkbox"/>
Streaming	\$ _____	<input checked="" type="checkbox"/>
<b>Total Fees</b>	<b>\$ 0</b>	

Key Deposit	\$ _____
Damage Deposit	\$ _____
<b>Total Deposits</b>	<b>\$ 0</b>

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

Organization: Lead/Deadwood Youth Football and Cheer

Name: Justin Lux

Title: Commissioner

Signature:

Date: 3/1/24

## Acknowledgement of Use Rules and Regulations

1. The user assumes responsibility for damage to the rented building(s) and/or area(s) and its amenities during the time of usage, including any time rented for set-up and clean-up. Any property damaged beyond normal wear and tear may be replaced or repaired at the option of City of Deadwood at the user's expense. Liability will be the actual repair or replacement cost and will not be limited to the damage & cleaning deposit.  
Initials   JL
  
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 1<sup>st</sup> or 3<sup>rd</sup> Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.  
Initials   JL
  
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   JL
  
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   JL
  
5. The user is responsible for removal of trash and placing in a dedicated area. All trash must be bagged.  
Initials   JL
  
6. I understand and agree: (Please Check Box for your Acknowledgement)
  - A person in charge of the event must be in attendance at all times during the event.  
I have read & signed the Alcohol Policy form.
  - All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Event Complex or enter other buildings.
  - A person in charge must keep the guests off the Football Field unless granted permission to use from the Deadwood City Commission for the event.
  - Smoking on City property, including the Event Complex, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette on any City property.

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

Initials JL

#### 7. Outdoor/Animal Events: (Check Acknowledgement)

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

Initials JL

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

## Insurance and Liability

### Overview:

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

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

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

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

### NOTE:

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

The following pages include:

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

## Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

***I have read this Facilities Use Agreement Indemnification and Insurance Clause***

Organization: Lead/Deadwood Youth Football and Cheer

Name: Justin Lux

Title: Commissioner

Signature: 

Date: 3/1/24

# 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):

Youth Football and Cheer practice at the baseball fields between 4:00 & 6:00 pm. We will work with other sports to accommodate their practices as necessary. There will be some Saturday games but the BHYFL has not completed a schedule yet. We will work with the school since they will have a lease for the facility.

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:

Participating in youth tackle football or youth sideline cheerleading

Initials JL

- 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 JL

- 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 JL

- 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 JL

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

Initials JL

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

Initials JL

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

Initials JL

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

Initials JL

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

Initials JL

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

Organization: Lead/Deadwood Youth Football and Cheer

Name: Justin Lux Title: Commissioner

Signature:  Date: 3/1/24

## 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:

Youth Tackle Football

Youth Sideline Cheerleading

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:

Youth Tackle Football

Youth Sideline Cheerleading

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

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

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

Minor's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guardian's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## City of Deadwood Building Rental Rules

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

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

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

**I have read and understand these rules.**

Organization: Lead/Deadwood Youth Football and Cheer

Name: Justin Lux Title: Commissioner

Signature:  Date: 3/1/24

## Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

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

I have read and understand these rules.

Organization: Lead/Deadwood Youth Football and Cheer

Name: Justin Lux Title: Commissioner

Signature:  Date: 3/1/24

### 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: Lead/Deadwood Youth Football and Cheer

Name: Justin Lux

Title: Commissioner

Signature: 

Date: 3/1/24

## 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: Lead/Deadwood Youth Football and Cheer

Name: Justin Lux Title: Commissioner

Signature: 

Dates/Times Alcohol will be served: N/A

Business name who will be serving: N/A

## Liquor Liability Insurance

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

Name of Insurance Company: Will be provided by BHYFL at a later date

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 JL

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 JL

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 JL

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 JL

Organization: Lead/Deadwood Youth Football and Cheer

Name: Justin Lux Title: Commissioner

Signature:  Date: 3/1/24

## Event Complex Sign and Banner Policy

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

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

Organization: Lead/Deadwood Youth Football and Cheer

Name: Justin Lux

Title: Commissioner

Signature: 

Date: 3/1/24



## City of Deadwood Equipment and Services

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

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

### Equipment and Services Provided (Included in Rental Fees)

#### Public Works Department

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

Police Department

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

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

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

## Arena prep work including:

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

## General Event Complex Services:

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

## Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

### Renter Reference Sheet

Renter/Organization Name: Lead/Deadwood Youth Football and Cheer

**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.**

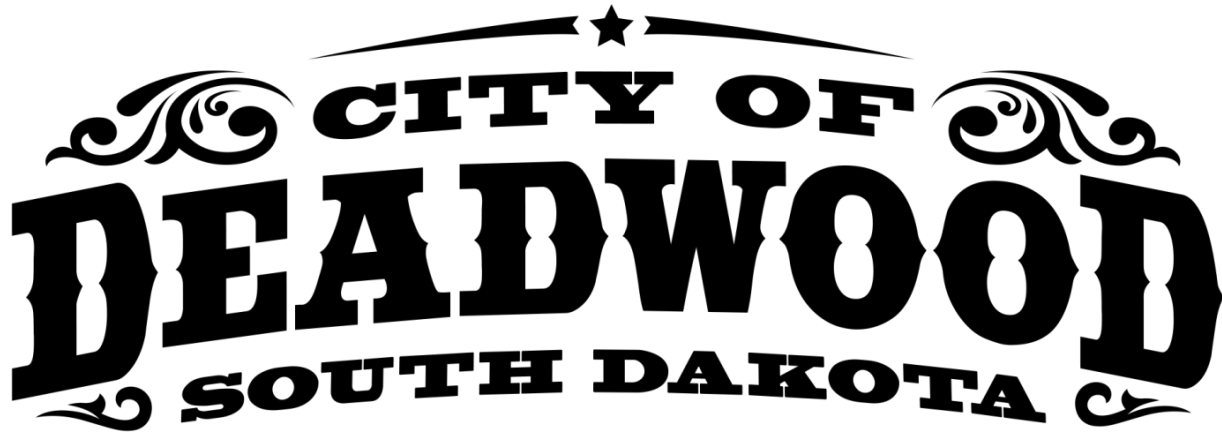
Organization: Lead/Deadwood Youth Football and Cheer

Name: Justin Lux Title: Commissioner

Signature:  Date: 3/1/24

Daytime Phone Number: 605-639-1533

Date of your Event(s): 8/1-10/30/24 Group/Event Name: LDYFCA



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

Harley Davidson Outlaw Square Activation - August 1-11, 2024

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**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 1-11, 2024 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 August 1 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 11 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: August 3-4, 2024 Times: 10 am - 7 pm Zone: 4

Date: August 6,7,8, 2024 Times: 10 am - 7 pm Zone: 4

Date: August 10, 2024 Times: 10 am - 7 pm Zone: 4

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): David Patterson

Applicant (NAME): Wade Morris/Bobby Ro 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: Randy Brown

Address: 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 August 1-12, 2024, 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 - 3:30 pm until 5:30 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. 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                                 |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , please provide your liquor liability insurance information to the last page of this application.   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Will Items or services be sold at the event? If <b>YES</b> , please describe: _____<br><b>Bike show vendors will be selling merchandise</b>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Does this event involve a moving route of any kind along streets, sidewalks, or highways? If <b>YES</b> , 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 <b>YES</b> , attach a detailed site map showing all street impacted by the event.  |

Adopted June 1, 2023

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

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

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

Please describe how food will be served at the event: Food Trucks 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: \_\_\_\_\_

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: wwmm

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: wwmm

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 - 3:30 to 5:30



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: 2 pm AM / PM – Finish Time: 3 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



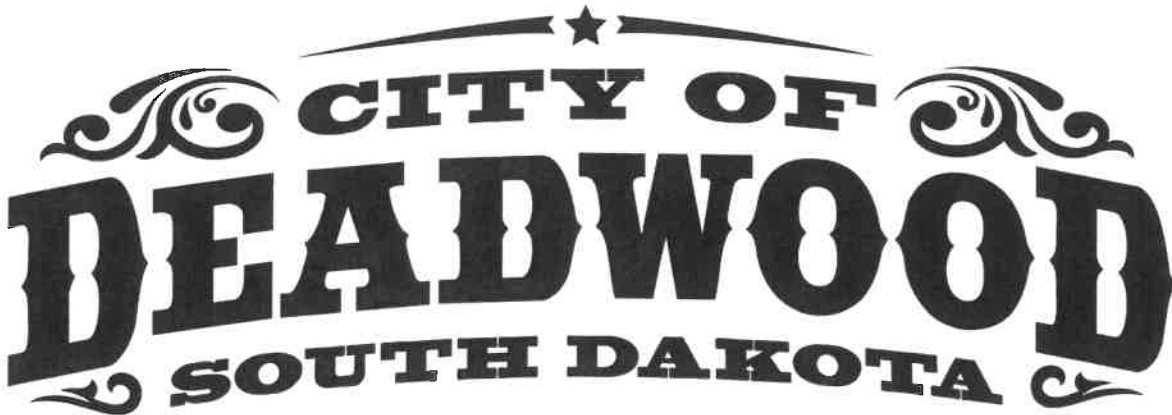
Will there be any live media coverage during your event? If **YES**, please explain:  
 \_\_\_\_\_  
 \_\_\_\_\_

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





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

Mustang Rally August 29th.

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**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 type="checkbox"/> Other			

Event Title: Mustang Rally

Event Date(s): 08/29/24 Total Anticipated Attendance: \_\_\_\_\_  
(month, day, year)

(# of Participants \_\_\_\_\_ # of Spectators \_\_\_\_\_)

Actual Event Hours: (from: 10am AM / PM (to): 2pm AM / PM

Location / Staging Area: Wall to Deadwood

Set up/assembly/construction 10am Start time: 2pm AM / PM

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

Dismantle Date: 8/29/24 Completion time: 2pm AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Wall-Deadwood 10am-2pm

- 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: Sturgis Mustang Rally

Chief Officer of Organization (NAME): Frank Lawton

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

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

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

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

Name: \_\_\_\_\_

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

Contact person "on site" day of event or facility use Frank Lawton Pager/Cell #: 605-393-7865

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

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

**FEES / PROCEEDS / REPORTING**

NO

YES

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

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

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

Please describe how food will be served at the event: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

GAS       ELECTRIC       CHARCOAL       OTHER(SPECIFY): \_\_\_\_\_

➤ First Aid Facilities and Ambulance locations.

➤ Tables and Chairs.

➤ Fencing, Barriers and / or Barricades.

➤ Generator Locations and / or Source of Electricity.

➤ Canopies or Tent Locations.

➤ Booths, Exhibits, Displays or Enclosures.

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

➤ Vehicles and / or Trailers.

➤ Trash Containers and Dumpsters.

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

Number of trash cans: \_\_\_\_\_      Trash Containers w / lids: \_\_\_\_\_

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

Other Related Event Components not covered above. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**SAFETY / SECURITY / ACCESSIBILITY**

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

Badlands Security

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

Sidewalks to Remain Open.

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

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

Security Organization: Badlands Security

Security Organization Address: 11089 Sonma Road Belle Fourche SD 57717  
(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 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: FL

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: FL

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: \_\_\_\_\_  
**Chamber and Social Media**

**ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES**

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

Number of Stages: \_\_\_\_\_ Number of Bands: \_\_\_\_\_

Type of Music: \_\_\_\_\_

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

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

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

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

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

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

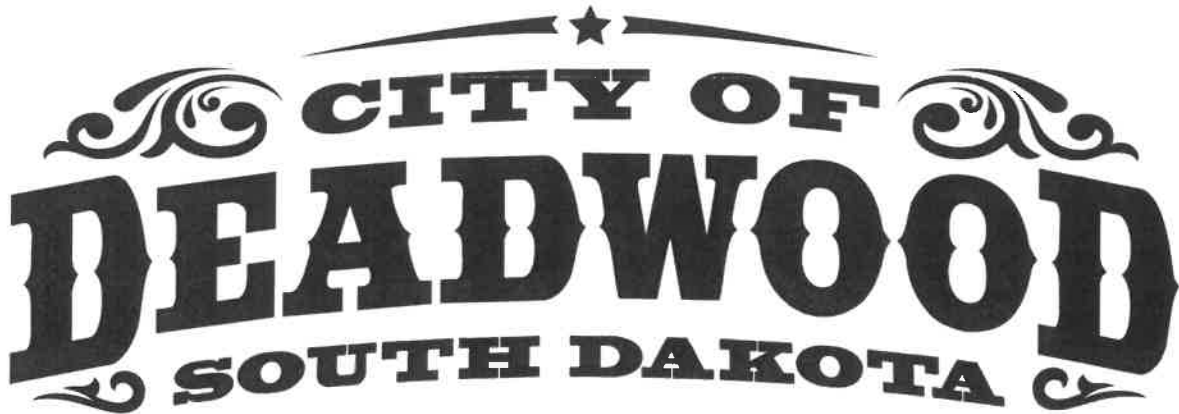
NO YES  
  Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:  
\_\_\_\_\_  
\_\_\_\_\_

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: **Frank Lawton** PHONE: **605-393-7865**

Adopted June 1, 2023





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

The Deadwood Jam 9/13-14 2024

---

**Instructions:**

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

Adopted June 1, 2023

**EVENT INFORMATION**

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

Event Title: The Deadwood Jam

Event Date(s): 9/13/24 Total Anticipated Attendance: \_\_\_\_\_  
(month, day, year)

(# of Participants \_\_\_\_\_ # of Spectators \_\_\_\_\_)

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

Location / Staging Area: Outlaw Square and Deadwood Street

Set up/assembly/construction 9/12/24 Start time: 8am AM / PM

Please describe the scope of your setup / assembly work (specific details): \_\_\_\_\_  
Deadwood Street closed

Dismantle Date: 9/15/24 Completion time: 3am AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Deadwood Street 9/12 8am through 9/15 3am  
Siever Street. 9/13 and 9/14 for bus parking 6am-10pm. if needed.

- 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>9/13</u>	Times: <u>5pm-10pm</u>	Zone: <u>1-2</u>
Date: <u>9/14</u>	Times: <u>Noon-1opm</u>	Zone: <u>1-2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Jam

Chief Officer of Organization (NAME): Brandon Harvey

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

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

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

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

Name: \_\_\_\_\_

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

Contact person "on site" day of event or facility use Brandon Harvey Pager/Cell #: 605-920-9853

**(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:

2 Days of free concerts at Outlaw Square  
Request Deadwood Street Closure begining Thursday 9/12 8am- Sunday9/15 3am  
Request part of Seiver Street closed for Bus/Trailer parking Fri-Sat 9/13-14 6am-10pm  
Only if needed.  
Request to waive vendor fees  
Request to waive Event and sponsor Banner Fees.

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

- NO YES  
  Does the event involve the sale or use of alcoholic beverages? If **YES**, please proved your liquor liability insurance information to the last page of this application.
- Will Items or services be sold at the event? If **YES**, please describe: Band and Jam Merchandise
- 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.
- Booths, Exhibits, Displays or Enclosures.
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
- Vehicles and / or Trailers.
- Trash Containers and Dumpsters.

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

Number of trash cans: \_\_\_\_\_      Trash Containers w / lids: \_\_\_\_\_

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

Other Related Event Components not covered above. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**SAFETY / SECURITY / ACCESSIBILITY**

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

Badlands Security

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

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

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

Security Organization: Badlands Security

Security Organization Address: 11089 Snoma Road Belle Fourche SD 57717  
(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 0 Ambulance(s) – How provided? \_\_\_\_\_

Number 0 Emergency Medical Technicians – How provided? \_\_\_\_\_

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

Acknowledge acceptance with initial: SJK

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

Acknowledge acceptance with initial: SJK

Adopted June 1, 2023

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

Please describe your plans to notify all residents, businesses and churches impacted by the event: \_\_\_\_\_  
**Social and Local Media**

\_\_\_\_\_

**ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES**

NO YES

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

Number of Stages: 1

Number of Bands: 10

Type of Music: Blues/Roc/Jazz

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

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

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

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

NO YES

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

Local and Social Media

NO YES

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

Local

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

NAME: Brandon Harvey PHONE: 605-920-9853

Adopted June 1, 2023

### INSURANCE REQUIREMENTS/LIQUOR LIABILITY

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

Name of Insurance Company: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Business Phone: (\_\_\_\_) \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_

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

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

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

### AFFIDAVIT OF APPLICANT

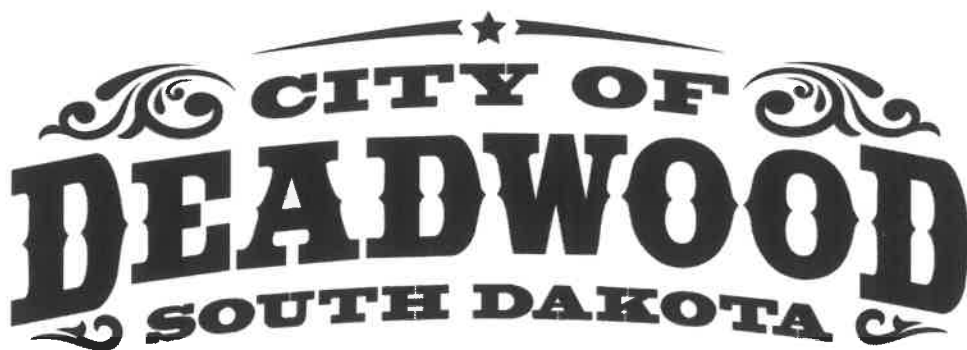
**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

Name of Applicant (PRINT): Sarah Kryger Title: Deadwood Chamber

 Date: 3/18/2024

(Signature of Applicant/Sponsoring Organization)



## Event Complex Rental and Use Agreement

**Event:** 32nd Black Hills Jeep Jamboree

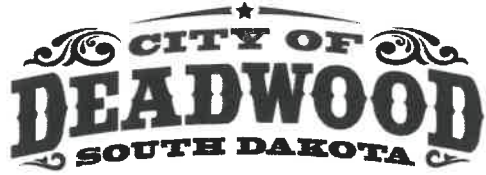
**Date:** September 19-21, 2024

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

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

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Outdoor Event Complex  
Deadwood, SD 57732

# Deadwood Event Complex Rental and Use Agreement

Event Name: 32nd Black Hills Jeep Jamboree

**Contact Information:**

Name of Applicant: Shawn Gulling

Business/Organization: Jeep Jamboree USA

Mailing Address: 2776 Sourdough Flat

City, State Zip: Georgetown, CA 95634

Business Phone: 530-333-4002 Cell Phone: 530-306-5189

Email Address: shawn@jeepjam.com

**Dates Event Complex requested:**

Set up Date(s): September 19, 2024 Hour(s): 1:00 PM to 7:00 PM

Event Date(s): September 20-21, 2024 Hour(s): 7:00 AM to 10:00 AM

Clean-up Date(s): September 21, 2024 Hour(s): 9:00 AM to 10:00 AM

Approximate number of people who will attend: 250

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

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

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

# Deadwood Event Complex Rental and Use Agreement

Event Name: 32nd Black Hills Jeep Jamboree

**Compliance with Deadwood City Ordinances:**

Please review the City of Deadwood Ordinances located on the City of Deadwood website: [www.cityofdeadwood.com](http://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: Don Patnoe Title: Local Coordinator  
 Phone: 605-484-1210 Representing: Jeep Jamboree USA

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
<b>Private</b>	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
<b>Non-Profit</b>	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
<b>For Profit</b>	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	\$500 / Day	\$500 / Day	\$300 / Day
<b>Government Agencies</b>	No charge	No charge	No charge

**Ticketed Events:**

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

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

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

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

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

**Deposit must be received before application can be approved.**

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

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

**Please read the Use Guidelines for cancellation and reservation policies.**

<u>Fees</u>	<u>Request to Waive</u>	<u>Refundable Deposits</u>
	<u>Complex Fees</u>	
Event Complex Facilities      \$ <u>600.00</u>	<input type="checkbox"/>	Key Deposit      \$ <u>100.00</u>
Baseball Fields      \$ _____	<input type="checkbox"/>	Damage Deposit      \$ <u>1,250.00</u>
Parking Lots      \$ _____	<input type="checkbox"/>	<b>Total Deposits</b> \$ <u>1,350.00</u>
Cleaning/Trash Removal      \$ _____	<input type="checkbox"/>	
Streaming      \$ _____	<input type="checkbox"/>	
<b>Total Fees</b> \$ <u>600.00</u>		

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

Organization: Jeep Jamboree USA

Name: Shawn Gulling      Title: Vice President

Signature:       Date: MARCH 6, 2024



## 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 SG

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 1<sup>st</sup> or 3<sup>rd</sup> Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials SG

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 SG

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 SG

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

Initials SG

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

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

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

SG  
Initials \_\_\_\_\_

7. Outdoor/Animal Events: (Check Acknowledgement)

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

SG  
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

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### 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.

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### 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.*

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The following pages include:

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

## Facilities Use Agreement Indemnification and Insurance Clause

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

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

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

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

***I have read this Facilities Use Agreement Indemnification and Insurance Clause***

Organization: Jeep Jamboree USA

Name: Shawn Gulling Title: Vice President

Signature:  Date: March 6, 2024

## 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):

We will use the Days of 76 rodeo grounds for our registration on Thursday, 9/19, then again on Friday and Saturday mornings, 9/20 and 9/21, for vehicle staging prior to departure.

We will use some areas for trailer parking towards the SW corner of the football field, to be detailed on the attached map (all same processes as many years prior)

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:

There is very little chance of injury as we are only using the grounds to conduct registration and vehicle staging

Initials SG

- 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 SG

- 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 SG

- 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 SG

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 SG

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 SG

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 SG

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 SG

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 SG

**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: Jeep Jamboree USA

Name: Shawn Gulling Title: Vice President

Signature:  Date: March 6, 2024

## 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:

32nd Black Hills Jeep Jamboree

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: Shawn Gulling Date of Birth: August 4, 1973

Address: 2667 Sourdough Flat  
Georgetown, CA 95634

Signature:  Date: March 6, 2024

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

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

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

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

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

Minor's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guardian's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# City of Deadwood Building Rental Rules

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

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

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

I have read and understand these rules.

Organization: Jeep Jamboree USA

Name: Shawn Gulling Title: Vice President

Signature:  Date: March 6, 2024

## Event Complex Parking Requirements

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

The following rules are in force:

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

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

Additional Notes:

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

I have read and understand these rules.

Organization: Jeep Jamboree USA

Name: Shawn Gulling

Title: Vice President

Signature: 

Date: March 6, 2024

## 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: Jeep Jamboree USA

Name: Shawn Gulling

Title: Vice President

Signature: 

Date: March 6, 2024

## 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: Jeep Jamboree USA

Name: Shawn Gulling Title: Vice President

Signature: 

Dates/Times Alcohol will be served: N/A - No alcohol will be served

Business name who will be serving: N/A

## Liquor Liability Insurance

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

Name of Insurance Company: N/A - No alcohol will be served

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 SG

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 sg

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 sg

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 SG

Organization: Jeep Jamboree USA

Name: Shawn Gulling Title: Vice President

Signature:  Date: March 6, 2024

## Event Complex Sign and Banner Policy

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

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

Organization: Jeep Jamboree USA

Name: Shawn Gulling Title: Vice President

Signature:  Date: March 6, 2024

## City of Deadwood Equipment and Services

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

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

### Equipment and Services Provided (Included in Rental Fees)

#### Public Works Department

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



Police Department

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

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

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

## Arena prep work including:

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

## General Event Complex Services:

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

## Equipment/Machinery with a City Employee Operator ONLY:

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

Police Department

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

Fire Department

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

## Renter Reference Sheet

Renter/Organization Name: Jeep Jamboree USA

### 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.

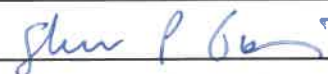
1) Name: Tara Hanson Phone Number: 605-559-1187  
 City/State: Deadwood, SD Event Name: 31st Black Hills Jeep Jamboree  
 Event Location: Deadwood Mountain Grand Email: thanson@dmgrand.com

2) Name: Allison Thompson Phone Number: 605-593-8992  
 City/State: Deadwood, SD Event Name: 30th Black Hills Jeep Jamboree  
 Event Location: Cadillac Jacks Email: ATHompson@livhotelgroup.com

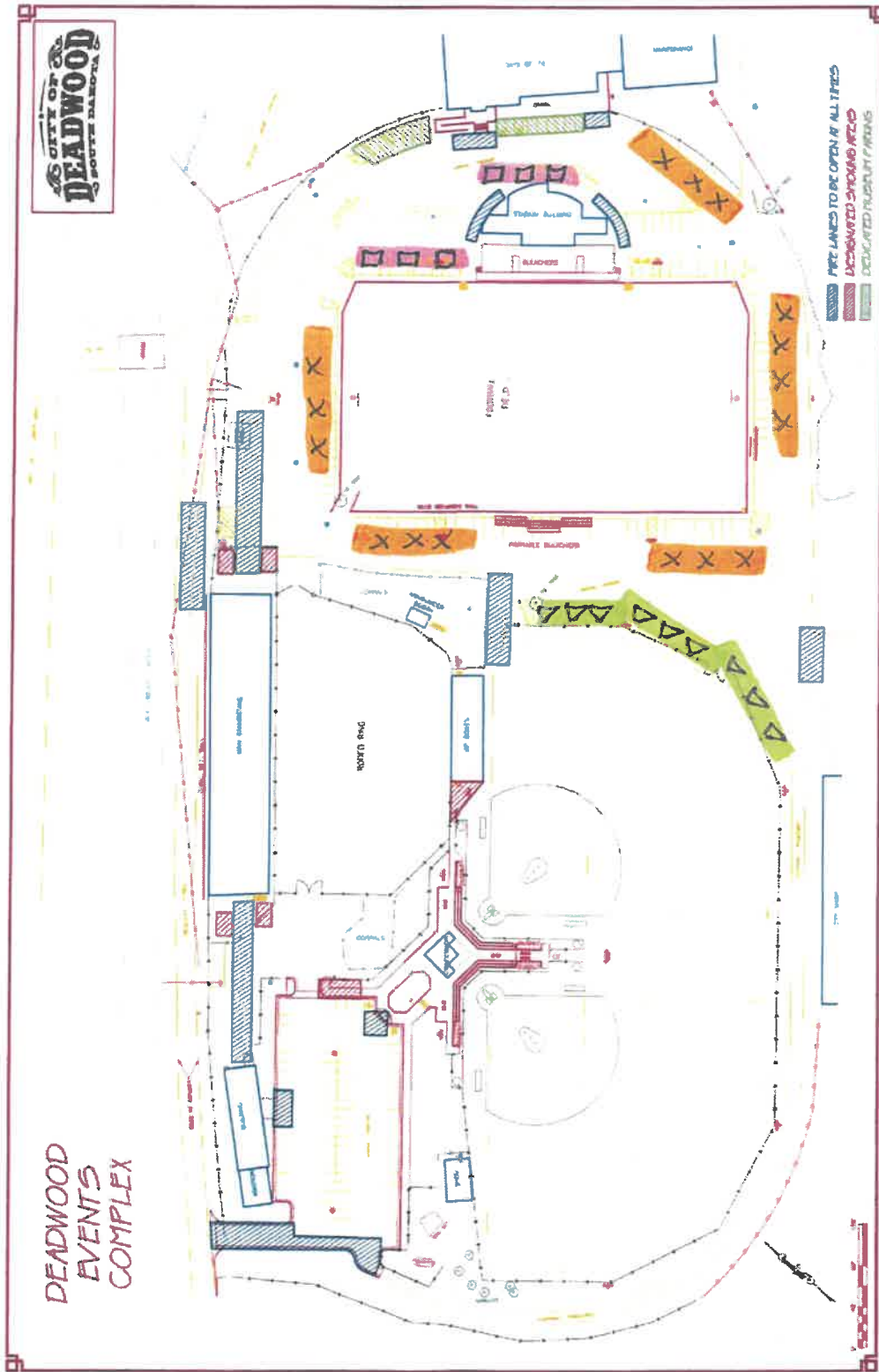
3) Name: Tommy Marcel Phone Number: 310-740-1960  
 City/State: Big Bear Lake, CA Event Name: 31st Big Bear Jeep Jamboree  
 Event Location: Big Bear Elks Lodge Email: Tommy.marcel@gmail.com

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

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

Organization: Jeep Jamboree USA  
 Name: Shawn Gulling Title: Vice President  
 Signature:  Date: March 6, 2024  
 Daytime Phone Number: 530-306-5189  
 Date of your Event(s): September 19-21, 2024 Group/Event Name: 32nd Black Hills Jeep Jamboree





DEADWOOD  
EVENTS  
COMPLEX

▲▲▲ TRAILER PARKING  
XXX MORNING VEHICLE STAGING  
□□□ THURSDAY AFTERNOON REGISTRATION





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/16/2023

**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).**

<b>PRODUCER</b> Insurance Services Group LLC 1720 N Webb Rd Suite 110 Wichita KS 67206	<b>CONTACT NAME:</b> Stephanie McFaul <b>PHONE (A/C, No, Ext):</b> (316) 928-0044 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> stephanie@isgkansas.com														
<b>INSURED</b> Mark A Smith Off Roding, Inc., DBA: Jeep Jamboree USA 2776 Sourdough Flat Georgetown CA 95634	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Philadelphia Insurance Companies</td> <td style="text-align: center;">18058</td> </tr> <tr> <td><b>INSURER B:</b> National Indemity Company</td> <td style="text-align: center;">20087</td> </tr> <tr> <td><b>INSURER C:</b> CA State Compensation Ins Fund</td> <td style="text-align: center;">35076</td> </tr> <tr> <td><b>INSURER D:</b> Burlington Insurance Company</td> <td style="text-align: center;">23620</td> </tr> <tr> <td><b>INSURER E:</b> Hamilton Select Insurance Inc</td> <td style="text-align: center;">17178</td> </tr> <tr> <td><b>INSURER F:</b> Landmark American Ins Co</td> <td style="text-align: center;">33138</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Philadelphia Insurance Companies	18058	<b>INSURER B:</b> National Indemity Company	20087	<b>INSURER C:</b> CA State Compensation Ins Fund	35076	<b>INSURER D:</b> Burlington Insurance Company	23620	<b>INSURER E:</b> Hamilton Select Insurance Inc	17178	<b>INSURER F:</b> Landmark American Ins Co	33138
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**COVERAGES**      **CERTIFICATE NUMBER:** CL2331600923      **REVISION NUMBER:**

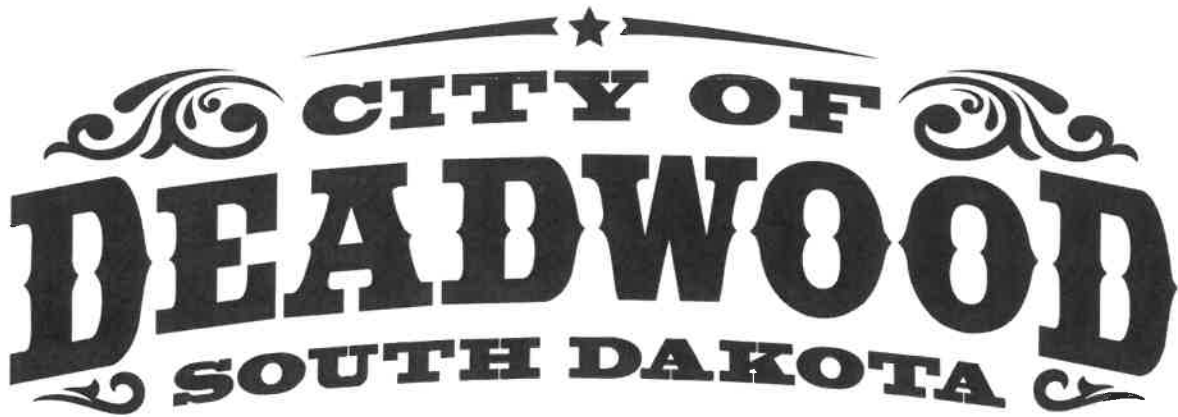
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<b>COMMERCIAL GENERAL LIABILITY</b>			PHPK2534543	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b>			73APB005476	05/15/2022	05/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
E,F	<b>UMBRELLA LIAB</b>			See Description			EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			1417573-23	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D	Product Liability			904BG08103	09/16/2022	09/16/2023	Aggregate 2,000,000 Each Occurrence 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 (Insurer E) - XCHS320669 - (04/01/2023 - 04/01/2024) - \$4,000,000 Each Occur/Aggregate - Excess Liability over General liability & Employers' Liability  
 (Insurer F) - LHA253752 - (05/15/2022 - 05/15/2023) - \$4,000,000 Each Occurrence/Aggregate - Excess Liability over Auto.

<b>CERTIFICATE HOLDER</b>  The City of Deadwood 102 Sherman Street  Deadwood SD 57732	<b>CANCELLATION</b>  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  
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# City of Deadwood Special Event Permit Application and Facility Use Agreement for

Oktoberfest 10/4-5 2024

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**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: Oktoberfest

Event Date(s): 10/4-5 Total Anticipated Attendance: \_\_\_\_\_  
(month, day, year)

(# of Participants # of Spectators)

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

Location / Staging Area: Wall-Deadwood/Outlaw Square

Set up/assembly/construction 10/5/24 Start time: 9am AM / PM

Please describe the scope of your setup / assembly work (specific details): \_\_\_\_\_  
Wall-Deadwood Street closure 10/5 9am-6pm

Dismantle Date: 10/5/24 Completion time: 6pm AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Wall to Deadwood 10/5 9am-6pm

- Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street.
- Any request involving 25-50 motor vehicles (not including motorcycles) - will park on the north side of Main Street, which will not require street closure.
- Any request involving 50 or more vehicles (which would require an entire street closure From Wall Street to 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>10/4/24</u>	Times: <u>5pm-10pm</u>	Zone: <u>1-2</u>
Date: <u>10/5/24</u>	Times: <u>Noon-1opm</u>	Zone: <u>1-2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted June 1, 2023

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Chamber

Chief Officer of Organization (NAME): Dory Hanson

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

Address: PO Box 507 Deadwood SD 57732  
(city) (state) (zip code)

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

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

Name: \_\_\_\_\_

Address: PO Box 507 Deadwood SD 57732  
(city) (state) (zip code)

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

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

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

**FEES / PROCEEDS / REPORTING**

NO YES

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

Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): \$5 Donation to Twin City Animal Shelter

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

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

Friday 10/4 Poker run 5pm-8pm Polka Music Noon-4pm 5-7pm Outlaw Square

Weiner Dog Races 10/5 1pm

Request Street closure Wall-Deadwood 10/5 9am-6pm for Races and games

Request to waive Event and Sponsor Banner Fees.

**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 <b>YES</b> , 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 <b>YES</b> , please describe: _____<br>_____<br>_____   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Does this event involve a moving route of any kind along streets, sidewalks, or highways? If <b>YES</b> , 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 <b>YES</b> , attach a detailed site map showing all street impacted by the event.  |

Adopted June 1, 2023

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

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

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

Please describe how food will be served at the event: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

GAS       ELECTRIC       CHARCOAL       OTHER(SPECIFY): \_\_\_\_\_

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

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

Number of trash cans: \_\_\_\_\_      Trash Containers w / lids: \_\_\_\_\_

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

Other Related Event Components not covered above. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SAFETY / SECURITY / ACCESSIBILITY**

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

**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): 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 0 Ambulance(s) – How provided? \_\_\_\_\_

Number 0 Emergency Medical Technicians – How provided? \_\_\_\_\_

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

Acknowledge acceptance with initial: SJK

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

Acknowledge acceptance with initial: SJK

Adopted June 1, 2023

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

Please describe your plans to notify all residents, businesses and churches impacted by the event: \_\_\_\_\_  
**Social and Local Media**

**ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES**

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

Number of Stages: 1 Number of Bands: 2

Type of Music: Polka

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

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

Please describe the sound equipment that will be used for your event: \_\_\_\_\_  
Outlaw Square Stage

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

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: \_\_\_\_\_  
Event and Sponsor

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

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

Local and Social Media

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

Local

Refer all event public inquiries and / or media inquiries for this event to:  
NAME: Amanda Kille PHONE: 605-578-1876

Adopted June 1, 2023

**INSURANCE REQUIREMENTS/LIQUOR LIABILITY**

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

Name of Insurance Company: Lloyds of London  
Agent's Name: Chris Roberts  
Business Phone: (605 ) 578-3456 Policy Number: GL350GL003-2 Policy Type: GL  
Address: PO Box 507 Deadwood SD 57732  
(city) (state) (zip code)

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

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

**AFFIDAVIT OF APPLICANT**

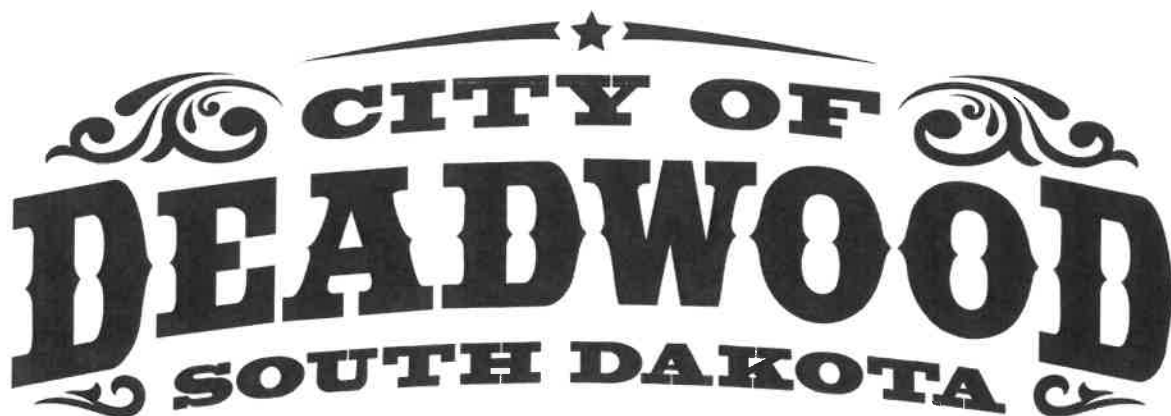
**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

Name of Applicant (PRINT): Sarah Kryger Title: Deadwood Chamber

 Date: 3/18/2024

(Signature of Applicant/Sponsoring Organization)



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

Wild West Songwriters 10/17-19

---

**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: Wild West Songwriters Festival

Event Date(s): 10/17-19 Total Anticipated Attendance: \_\_\_\_\_  
(month, day, year)

(# of Participants \_\_\_\_\_ # of Spectators \_\_\_\_\_)

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

Location / Staging Area: \_\_\_\_\_

Set up/assembly/construction \_\_\_\_\_ Start time: \_\_\_\_\_ AM / PM

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

Open Container

Dismantle Date: \_\_\_\_\_ Completion time: \_\_\_\_\_ AM / PM

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

- Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street.
- Any request involving 25-50 motor vehicles (not including motorcycles) - will park on the north side of Main Street, which will not require street closure.
- Any request involving 50 or more vehicles (which would require an entire street closure From Wall Street to 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>10/17/24</u>	Times: <u>5pm-10pm</u>	Zone: <u>1-2</u>
Date: <u>10/18/24</u>	Times: <u>5pm-10pm</u>	Zone: <u>1-2</u>
Date: <u>10/19/24</u>	Times: <u>Noon-10pm</u>	Zone: <u>1-2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Chamber

Chief Officer of Organization (NAME): Dory Hanson

Applicant (NAME): Sarah Kryger

Business Phone: (605 ) 578-1876

Address: PO Box 507

Deadwood SD 57732

(city)

(state)

(zip code)

Daytime phone: (605 ) 578-1876

Evening Phone: (605 ) 863-1249

Fax #: (605) 578-2429

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

Name: \_\_\_\_\_

Address: PO Box 507

Deadwood SD 57732

(city)

(state)

(zip code)

Contact person "on site" day of event or facility use Sarah Kryger

Pager/Cell #: 605-863-1249

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

**REQUIRED:**

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

**FEEES / PROCEEDS / REPORTING**

NO

YES

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

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

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

Please describe how food will be served at the event: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

GAS       ELECTRIC       CHARCOAL       OTHER(SPECIFY): \_\_\_\_\_

➤ First Aid Facilities and Ambulance locations.

➤ Tables and Chairs.

➤ Fencing, Barriers and / or Barricades.

➤ Generator Locations and / or Source of Electricity.

➤ Canopies or Tent Locations.

➤ Booths, Exhibits, Displays or Enclosures.

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

➤ Vehicles and / or Trailers.

➤ Trash Containers and Dumpsters.

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

Number of trash cans: \_\_\_\_\_      Trash Containers w / lids: \_\_\_\_\_

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

Other Related Event Components not covered above. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SAFETY / SECURITY / ACCESSIBILITY**

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

\_\_\_\_\_

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

**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: \_\_\_\_\_

Security Organization Address: \_\_\_\_\_

(city) (state) (zip code)

Security Director (Name): \_\_\_\_\_ Business phone: \_\_\_\_\_

NO YES

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

\_\_\_\_\_

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

Number 0 Ambulance(s) – How provided? \_\_\_\_\_

Number 0 Emergency Medical Technicians – How provided? \_\_\_\_\_

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

Acknowledge acceptance with initial: SJK

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

Acknowledge acceptance with initial: SJK

Adopted June 1, 2023

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

Please describe your plans to notify all residents, businesses and churches impacted by the event: \_\_\_\_\_  
**Social and Local Media**

**ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES**

NO YES

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

Number of Stages: \_\_\_\_\_

Number of Bands: \_\_\_\_\_

Type of Music: \_\_\_\_\_

Will **sound amplification** be used?

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

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

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

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

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

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

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

NO YES

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

**Local and Social Media**

NO YES

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

**Local**

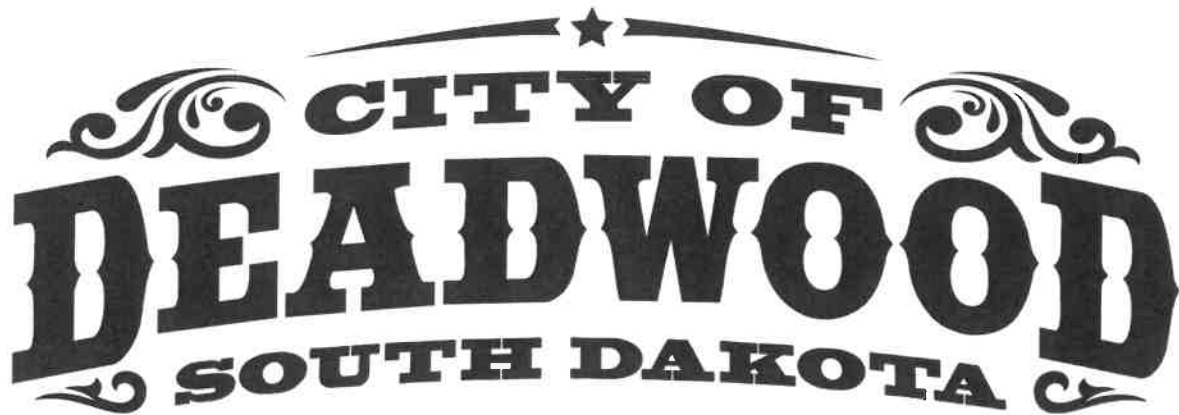
Refer all event public inquiries and / or media inquiries for this event to:

NAME: Amanda Kille

PHONE: 605-578-1876

Adopted June 1, 2023





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

Deadweird/Monsterball/Trunk or Treat 10/25-26 2024

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**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: Deadweird

Event Date(s): 10/ 25-26 Total Anticipated Attendance: \_\_\_\_\_  
 (month, day, year)

(# of Participants \_\_\_\_\_ # of Spectators \_\_\_\_\_)

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

Location / Staging Area: Wall to Pine

Set up/assembly/construction 10/26 Start time: 4pm AM / PM

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

Dismantle Date: 10/27 Completion time: 6am AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Wall to Pine 10/25-10-27 5pm-6am

- Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street.
- Any request involving 25-50 motor vehicles (not including motorcycles) - will park on the north side of Main Street, which will not require street closure.
- Any request involving 50 or more vehicles (which would require an entire street closure From Wall Street to 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>10/25/24</u>	Times: <u>5pm-10pm</u>	Zone: <u>1-2</u>
Date: <u>10/26/24</u>	Times: <u>Noon-10pm</u>	Zone: <u>1-2</u>
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____
Date: _____	Times: _____	Zone: _____

Adopted June 1, 2023

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

Commercial (for profit)  Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Chamber

Chief Officer of Organization (NAME): Dory Hanson

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

Address: PO Box 507 Deadwood SD 57732  
(city) (state) (zip code)

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

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

Name: \_\_\_\_\_

Address: PO Box 507 Deadwood SD 57732  
(city) (state) (zip code)

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

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

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

**FEES / PROCEEDS / REPORTING**

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

**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:

Monsterball and Costume Contest

Street closure Wall-Pine 10-26 4pm through 10/27 6am

Trunk or Treat/Event Complex Parking Lot 10/26 3pm-5pm

Multiple horizontal lines for providing a detailed description of the event.

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

- |                                     |                          |   |
|-------------------------------------|--------------------------|---|
| NO                                  | YES                      |   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the event involve the sale or use of alcoholic beverages? If <b>YES</b> , 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 <b>YES</b> , please describe: _____<br>_____<br>_____   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does this event involve a moving route of any kind along streets, sidewalks, or highways? If <b>YES</b> , 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 <b>YES</b> , attach a detailed site map showing all street impacted by the event.  |

Adopted June 1, 2023

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

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

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

Please describe how food will be served at the event: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

GAS       ELECTRIC       CHARCOAL       OTHER(SPECIFY): \_\_\_\_\_

➤ First Aid Facilities and Ambulance locations.

➤ Tables and Chairs.

➤ Fencing, Barriers and / or Barricades.

➤ Generator Locations and / or Source of Electricity.

➤ Canopies or Tent Locations.

➤ Booths, Exhibits, Displays or Enclosures.

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

➤ Vehicles and / or Trailers.

➤ Trash Containers and Dumpsters.

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

Number of trash cans: \_\_\_\_\_      Trash Containers w / lids: \_\_\_\_\_

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

Other Related Event Components not covered above. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SAFETY / SECURITY / ACCESSIBILITY**

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

\_\_\_\_\_

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 Street Belle Fourche SD 57717  
(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 0 Ambulance(s) – How provided? \_\_\_\_\_

Number 0 Emergency Medical Technicians – How provided? \_\_\_\_\_

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

Acknowledge acceptance with initial: SJK

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

Acknowledge acceptance with initial: SJK

Adopted June 1, 2023

### PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: \_\_\_\_\_  
**Social and Local Media**

\_\_\_\_\_  
\_\_\_\_\_

### ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

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

Number of Stages: \_\_\_\_\_ Number of Bands: \_\_\_\_\_

Type of Music: \_\_\_\_\_

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

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

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

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

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

### PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

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

Local and Social Media  
\_\_\_\_\_  
\_\_\_\_\_

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

Local  
\_\_\_\_\_  
\_\_\_\_\_

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

NAME: Amanda Kille PHONE: 605-578-1876

Adopted June 1, 2023

## **INSURANCE REQUIREMENTS/LIQUOR LIABILITY**

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

Name of Insurance Company: Lloyds of London  
 Agent's Name: Chris Roberts  
 Business Phone: (605) 578-3456 Policy Number: GL350GL003-2 Policy Type: GL  
 Address: PO Box 507 Deadwood SD 57732  
(city) (state) (zip code)

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

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

## **AFFIDAVIT OF APPLICANT**

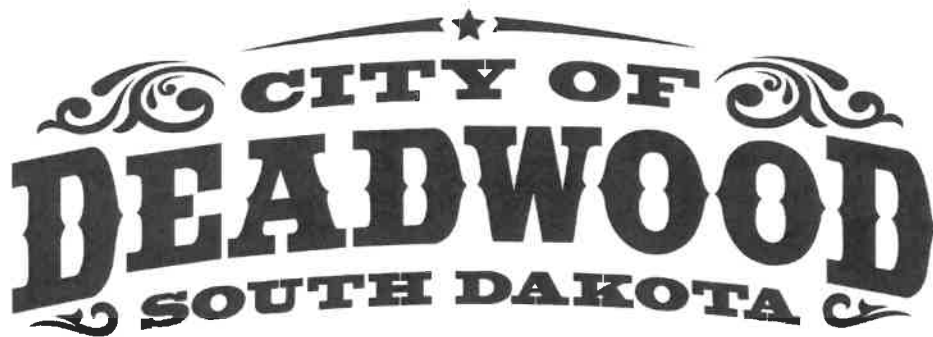
**Advance Cancellation Notice Required:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

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

Name of Applicant (PRINT): Sarah Kryger Title: Deadwood Chamber

 Date: 3/18/2024

(Signature of Applicant/Sponsoring Organization)



## Event Complex Rental and Use Agreement

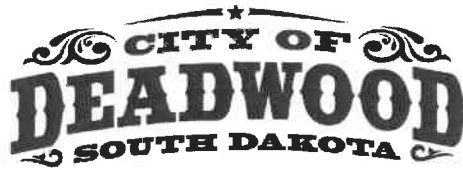
Event: Snocross 2024

Date: 1/26-27

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





Outdoor Event Complex  
Deadwood, SD 57732

### Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood Snocross Showdown

**Contact Information:**

Name of Applicant: Sarah Kryger

Business/Organization: The Deadwood Chamber of Commerce

Mailing Address: 501 Main Street

City, State Zip: Deadwood, SD 57732

Business Phone: 605-578-1876 Cell Phone: 605-863-1249

Email Address: sarah@deadwood.org

**Dates Event Complex requested:**

Set up Date(s): Jan 22nd Hour(s): 6am

Event Date(s): Jan 26-27 Hour(s): 8am-10pm

Clean-up Date(s): Jan 28 Hour(s): 8am-2pm

Approximate number of people who will attend: \_\_\_\_\_

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

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

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

