

CITY OF SPEARFISH

FACILITY USE APPLICATION & PERMIT



Return by mail or fax to: City of Spearfish, 625 Fifth Street, Spearfish, SD 57783 Phone: 605-642-1333 Fax: 605-642-1337

Return in person to: Municipal Service Centre, 2nd Floor, 625 Fifth Street, Spearfish SD Phone: 605-642-1333
Hours: 7:00 am - 4:30 pm Monday - Friday

Wilbur S. Tretheway Pavilion

Hudson Street Hall

Snapper's Club

(Circle one)

Name of applicant (user): _____ Requested rental date(s): _____

If an organization, name of representative: _____

Non-Profit Name / IRS number: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone # _____ Cell # _____ Work # _____

Email Address _____

EVENT INFORMATION

Responsible person (day of event): _____ Phone: _____

Description of event: _____ Anticipated attendance: _____

Attendees will be (any that apply): Adult Teen Children 12 & under - If youth event, number of supervising adults: _____

Will event be open to the general public? Yes___ No___ Admission/donation/fee: No___ Yes___ \$ _____

Will alcohol be consumed? Yes___ No___ If yes, describe: _____

Will there be sales of any sort? Yes___ No___ Describe: _____

TERMS OF AGREEMENT

I have read and understand the facility rental agreement. I agree to inform persons participating in this proposed activity of the terms and conditions of the permit, if granted, and agree to comply with the conditions set forth in the permit. I further agree to hold harmless and indemnify the City of Spearfish, its officers, agents, and employees from any liability for personal injury, death, property damage, arising out of any permit issued or activities thereunder or in result of consequences thereof.

Applicant's Signature: _____ Date: _____

Date Application Received: _____ Application: Approved___ Denied___

Deposit: Amount Due: _____ Amount Paid: _____

Rental fee: Amount Due: _____ Amount Paid: _____

Brown Bag: Amount Due: _____ Amount Paid: _____

Set-Up fee: Amount Due: _____ Amount Paid: _____

**WILBUR S. TRETHERWAY PAVILION
FACILITY USE AGREEMENT**

1. Rental rates per day are as follows: (tax included)
Year Round = \$275
Security Deposit = \$300
Brown Bag Permit = \$25
Set-up (if available day before rental, starts at 1:00pm) = \$50
Non-Profit Discount (one rental per year) = 25% off rent
2. The Renter shall pay a Security Deposit in addition to the rental fees. The Security Deposit is held by the City to ensure proper cleanup and that the facility, equipment and surrounding area are not damaged during the rental. A rental information sheet will be provided to the renter and the renter is **required to do a pre-rental walk-thru** of the facility with the maintenance staff. The City requires the responsible person on the event day to be present for the walk-thru.
3. The City reserves the right to deduct from the Security Deposit all additional charges relating to, but not limited to, janitorial services, maintenance/repair services, staff time, or emergency services that were required as a result of your use.
4. The Security Deposit may be fully or partially withheld for any of the following reasons:
 - a. Damage to facility, equipment, or surrounding area.
 - b. Insufficient cleaning of building and/or premises.
 - c. Renter use exceeded time frame reserved.
 - d. Keys are not returned as outlined by policy.
 - e. General policies, rules and procedures are not followed.
 - f. Misuse of City facility.
 - g. Staff time for removal of items left in facility and/or storage of said items.
 - h. Renters are responsible for the conduct of their guests attending the event. If your event requires police intervention, part or all of your deposit may be withheld.
 - i. Misrepresentation of the type of event held, or group/individual actually using the facility.
5. **Rental times of the facility start at 9:00am on the rental date to 7:00am the following day.** This timeframe includes set-up and cleanup time of the facility and grounds unless otherwise specified by City staff. **The City maintenance staff will inspect the facility at 7:00am.**
6. Rentals attended by minors must have one adult chaperone (21 years or older) for every 10 minors. The City reserves the right to refuse rental if the renter cannot meet this requirement. Alcohol may not be present at any event designated as a "youth event". (i.e. an event at which a majority of the attendees are under 21 years of age.)
7. Renters having rentals for public dances, concerts, etc. are required to hire security from the Spearfish Police Department. Renters are required to make their own arrangements and provide proof of said arrangements. These costs are not included with the facility rental fees.
8. Renters shall not permit consumption, mixing, or sale of alcoholic beverages in the facility, except and unless there has been prior approval for the appropriate permit/license by the Spearfish City Council for the consumption or blending of alcoholic beverages. The Renter must be 21 years of age and provide proper identification at the time of the request. Renter shall provide the name, policy number and expiration date of Renter's homeowner's insurance carrier or liability insurance carrier and sign a Hold Harmless Agreement.
9. The Renter has use of the tables and chairs provided. The same number shall be accounted for at the final inspection. Tables and chairs are NOT allowed to leave the facility. The City provides 350 folding chairs; 45-8' long tables; six-5' round and six-4' round tables. **TABLES AND CHAIRS ARE NOT ALLOWED OUTSIDE THE BUILDING.**
10. The Renter shall abide by all local ordinances as well as state and federal laws.
11. The Renter shall not permit roller skates, skateboards, bicycles, motorized vehicles, or the use of any other mechanical devices in the building. The renter is not allowed to use the facility as a gym.
12. Tobacco products are prohibited within all City facilities. Please use the receptacles located outside the facility and clean them at the end of your rental.

- 13. This application, when executed by both parties, becomes a legally enforceable contract and the Renter agrees to comply with all the terms and conditions set forth herein, and to all City Rules and Regulations. The undersigned warrants that if the applicant is not an individual, he/she has the authority to bind applicant.
- 14. **Cancellation Policy:** If the renter cancels at least 90 days prior to the rental date, 100% of the paid rental fee is refundable. If the renter cancels 31 to 90 days prior to the rental date, 50% of the paid rental fee is refundable. If the renter cancels within the 30 days prior to the rental date, **no** refund will be issued. Fees for Brown Bag Permits are **non-refundable**. The entire cleaning/damage deposit amount will be refunded.

I have received, read, understand, and will comply with the provisions of this Facility Use Agreement, and that this Agreement is not approved until execution by the City.

Signature: _____ Date: _____ City Employee: _____

FILL OUT THE FOLLOWING IF ALCOHOL WILL BE PRESENT DURING YOUR RENTAL

Insurance/Renter's Information:

Name of Policy Holder _____ Insurance Company _____
 Policy Effective Dates _____ Policy # _____

HOLD HARMLESS AGREEMENT

(I,) or (we) _____ hereby agree to indemnify and hold harmless the City of Spearfish and its agents, employees and volunteers from any and all losses, expenses, damages, demands and claims in connection with or arising out of any injury or alleged injury to any persons (including death), or damage or alleged damage to personal or real property, sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the use of (i.e.) rental or use of City property.

(Identify herein the purpose of this agreement)

In any manner, including but not limited to the interest in or use of the property listed above, in any manner or fashion; and further (I,) (we) agree to defend any suit or action brought against the City, it's agents, employees or volunteers, or any of them, based upon such alleged injury or damage and to pay any and all damages, costs and expenses, including attorney's fees in connection therewith or resulting therefrom.

Dated this _____ day of _____, 20_____.

_____ (Please print)
 Person(s)/Business/Organization

 (Signature) Representative

Wilbur S. Tretheway Pavilion

General Policies, Rules, and Procedures

AIR CONDITIONING AND HEATING

During warmer months, the air conditioning is set at 73 degrees. During the winter months, the heating is set at 72 degrees. The exhaust fan located to the right of the stage is turned off while the air conditioning is on and turned back on once the weather cools. It is encouraged to use the exhaust fan to remove warm air during events in transitional months. The thermostats for heating and cooling are located by the ladies restroom and to the left of the stage. The temperatures are preset to comfort levels of large groups of people. The parties that sign the contract for use of the building will be held responsible for any damage or problems caused by attempting to raise or lower one or both of the thermostats. If the renter finds that a temperature change would warrant a call-out, the rental parties may be charged the call-out fee.

The controls are set on auto at 65°F and should be returned to that setting at the end of the rental. The ceiling fans should remain on at all times unless there are loose balloons.

ANIMALS

With the exception of guide, signal, or service dogs, animals are not allowed in the facility without prior approval. Approval is based on whether the animal is legitimately part of the show, exhibit, or activity requiring the use of animals. If allowed, the Renter is responsible for the liability associated with animals and the sanitary needs.

CARPET & WOOD FLOOR

The Renter is responsible for all damage to carpets and flooring during the rental. Regarding spills and stains on the wood floor, carpet, or linoleum, the Renter will be responsible for cleaning costs associated with the removal of the stain. If the stain cannot be sufficiently cleaned the Renter will be responsible for replacement costs. Please do NOT drag tables, chairs or other heavy items across the floor as they may damage the floor. If damage does occur (cuts, gouges, rips, tears) the Renter is responsible for repair or replacement costs. Please remove wet mats from the linoleum entrance areas, roll them up, place them in garbage can liners, and put them by the front door. Please mop up ice melt as soon as possible as it may cause damage to the flooring.

DECORATIVE MATERIALS

Nothing may be taped, nailed, stapled, tacked, or otherwise affixed to ceilings, walls, painted surfaces, fire sprinklers, columns, windows, or floors. Nothing may be suspended from rafters or light fixtures. Please inform all persons involved with your rental. Check with City staff for further information on appropriate decorating methods. Damages resulting from the improper use of these materials will be deducted from the Security Deposit. Helium balloons are discouraged, but not prohibited. Extreme care must be taken to keep balloons securely tied to a base. It is suggested to not bring helium balloons into the facility until the start of the event to reduce the risk of lost balloons. Helium balloons when released can be difficult to retrieve. The Renter is responsible for additional costs incurred for retrieving lost balloons. The use of glitter, confetti, rice, or sand is not permitted. Birdseed may be used outside of the facility. Fog machines are prohibited inside the facility.

FACILITY CLEANING

Renters are required to restore this building back to its original condition – janitorial/housekeeping are not included with rental. Cleaning supplies are provided and located in the kitchen. Brooms, mops and vacuum are in the main closet.

FLOORS – The carpeted areas are to be vacuumed and spots cleaned. The wood floor is to be swept and spot mopped where necessary. The linoleum entrances are to be swept and mopped.

GARBAGE – All garbage is to be taken outside to the large container located in the parking lot north of the Pavilion. Reline the garbage cans with the liners provided (in the kitchen). Clean out any spilled garbage in the container.

KITCHEN – Clean all appliances inside and out. Check the refrigerator and freezer and remove any items. Clean off counters with wet cloth. Sweep and mop the floor. Make sure the stove burners and oven are off. Remove garbage, spray disinfectant in the containers and replace liners. Remove ALL items brought into the kitchen.

TABLES & CHAIRS – The tables & chairs are to be wiped down, folded, and placed back in their proper storage area.

GENERAL – All cleaning must be **completed** by the end of the rental time frame. Clean all outside areas surrounding the facility including parking areas used by the Renter and guests. Check all windows and doors to make sure they are closed and secure before leaving. All doors must be

locked. All items brought in by the Renter, guests, staff, decorators, caterers, or others must be removed by the end of the rental time frame.

KEYS

The Renter is responsible for picking up keys for their rental from the Public Works Office, 625 Fifth Street. Each rental is allowed one set of keys. It is the sole responsibility of the Renter to unlock the facility for their guests, staff, decorators, caterers, etc. The Renter must return the keys to the Public Works Department the day after the rental or on Monday if the rental is on a weekend.

LOST & FOUND

Lost and found items must be claimed within 10 working days after the rental. The items will be labeled and turned into the Public Works Office at 625 Fifth Street for pick up.

KITCHEN

The kitchen contains a 18.5 cu. Ft. refrigerator with freezer, a standard size electric stove and oven, a microwave, a 30-cup coffee pot, double sinks, and necessary cleaning supplies. The kitchen DOES NOT contain dishware, glassware, utensils, or linens.

SAFETY

All equipment used by the Renter, staff, decorators, caterers, DJs, etc. must be UL approved. Extension cords shall be three-wire with ground and shall service one appliance or device. Multi-plug adapters must be UL approved and have an overload internal circuit breaker.

Open flames are not allowed. All candles must be enclosed in appropriate containers that rise at least 3" above the flame. The Renter may forfeit part of the Security Deposit if wax is found on any surface in the facility.

Exits, entrances, air supply vents, ramps, sidewalks, and stairways must be kept clear at all times. Exit signs must be kept visible at all times. Fire extinguishers must be kept clear at all times.

GENERAL POLICIES

- + The City staff has the right to enter the facility any time during your rental.
- + Smoking is prohibited within all City facilities.
- + Consecutive renters are not permitted to make special arrangements.
- + Tables and chairs are NOT allowed outside the building.

- + During the winter months, the City staff will clear walk-ways, stairs, and entrances of snow and will spread ice melt previous to a 9:00 a.m. rental. It is the Renter's responsibility to maintain these areas during their rental areas.
- + The City supplies containers for kegs. No substitutions are allowed. If Renter fails to use the containers and leakage occurs, the Renter is responsible for the cost of cleaning or repairs to the flooring.

I have read, understand and agree to comply with Wilbur S. Tretheway Pavilion General Policies, Rules and Procedures.

Signature of Renter

Date