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:_____

Deposit: Amount Due:_____ Amount Paid:_____

Rental fee: Amount Due:_____ Amount Paid:_____

Brown Bag: Amount Due:_____ Amount Paid:_____

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

SNAPPER'S CLUB
FACILITY USE AGREEMENT

1. Rental rates per day are as follows: (tax included)
   Year Round = $100
   Security Deposit = $300
   Brown Bag permit fee = $25
   Set-up (if available day before, starts at 1:00pm) = $50

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.

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. The City may require the renter to hire security. Renters would then be required to make their own arrangements and provide proof of said arrangements. These costs would not be 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. There are 100 folding chairs and 11-8ft. long tables. The same number shall be accounted for at the final inspection. **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:_____

INSURANCE REQUIREMENTS and HOLD HARMLESS AGREEMENT

You are required to obtain a $300,000.00 liability insurance policy and supply the City with a Certificate of Liability showing the City of Spearfish as beneficiary in the event of damage, loss of property, or any incident resulting in injury to you or anyone during the rental period. If the certificate is not received by the City at least thirty (30) days in advance of the rental period, the rental agreement and all fees paid to date may be forfeited.

Name of Policy Holder_____ Insurance Company_____

Policy Effective Dates_____ Policy #_____

I/We, _____, hereby agree to indemnify and hold harmless the City of Spearfish and its officers, agents, employees, and volunteers from any and all losses, expenses, damages, demands, and claims in connection with or arising out of any injury, alleged injury, or death to any persons or damage or alleged damage to personal or real property, sustained or alleged to have been sustained in any manner in connection with, having arisen out of, or resulting from the rental or use of City-owned property.

Further, I/we agree to defend any suit or action brought against the City, its officers, agents, employees, or volunteers 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

Revised 1/5/12

Snapper's Club
General Policies, Rules, and Procedures

AIR CONDITIONING AND HEATING

The facility is air-conditioned and heated. The thermostat is located on the south wall. The controls are set on auto at 65°F during winter months and should be returned to that setting at the end of the rental. Please keep the controls set to the appropriate setting during the winter and summer seasons.

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.

TILED FLOOR

The Renter is responsible for all damage to the flooring during the rental. Understanding that temporary stains will occasionally occur, the Renter will be responsible for cleaning costs associated with the removal of the stain. If the floor cannot be sufficiently cleaned or if the damage is severe (cuts, scratches), the Renter will be responsible for the cost of the repair. Please remove wet mats from the 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, floors, painted surfaces, fire sprinklers, or windows. 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.

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 and garbage liners are provided and located in the kitchen under the counter. Mop bucket, dust mop, broom and dust pan are located in the back table & chair room.

FLOORS – The tiled floor is to be swept and spot mopped where necessary.

GARBAGE – All garbage is to be taken outside to the large container located outside the building. 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. Please take care of placing them on the racks provided and that they are all facing the same direction.

BBQ GRILLS – Two BBQ are available for use. They are located in the shed southwest of the Snapper's Club. The Renter assumes all liability when using the grills. Cleaning supplies for the grills are provided in the storage shed. Please clean the grills and drip pan if necessary. Always TURN OFF the gas valve when not in use. Allow the grill(s) to cool before replacing the protective cover and putting them back in the storage shed. The Renter may forfeit part or all of the Security Deposit for any damages or loss incurred from misuse of the grills.

FIRE RING – If used, the Renter is responsible for the condition of the fire ring and surrounding area – please clean up messes and dispose of all garbage left in this area. The fire ring should not be used as a garbage receptacle. The area will checked for cleaning and damages. The Renter is required to provide their own wood. Please do not dump ashes outside of pit.

GENERAL – **All** cleaning must be done by the end of the rental time frame – 7AM. 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.

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.

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.

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, and sidewalks 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 ay 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 of 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.

I have read, understand and agree to comply with Snapper’s Club General Policies, Rules and Procedures.

_____ _____

Signature of Renter ***Date***