



City of Spearfish

Indian Springs Reservation Request Form

122 Recreation Lane, Spearfish, SD 57783

P: (605) 722-1430 F: (605) 722-1436

Email: rentals@cityofspearfish.com

Today's Date:		Contact Name:	
Phone:		Organization Name:	
Preferred Method of Contact: PHONE EMAIL		Email:	
Residential Address (Include City, State, Zip):			
Mailing Address—If different than Residential (Include City, State, Zip):			
Date of Event:		Type of Event:	
Building/Facility Requested: <input checked="" type="radio"/> Indian Springs		Time Requested: <input type="radio"/> 6am—2:30pm <input type="radio"/> 6am—10pm <input type="radio"/> 3:30pm—10pm	
Will admissions be charged, fees be collected or will donations be accepted? <input type="radio"/> Yes <input type="radio"/> No		Will there be alcohol? *If alcohol will be present, see "Requirements for Alcohol" page.* <input type="radio"/> Brown Bag Permit (EX: Open cooler of Beer/Wine; BYOB) <input type="radio"/> Special Alcohol License (EX: Cash Bar or Admissions will be charged) <input type="radio"/> No	
This request does not guarantee a reservation. You must speak with City Staff to confirm availability, as well as complete the items listed in this contract. Return this form to the Spearfish Rec Center, or to one of the contact methods listed at the top of the form.		Anticipated Number of Attendees:	
		Detailed Event Description: <small>(Please include any additional relevant details including special requests)</small>	



AUTHORIZATION FOR PAYMENT (Debit/Credit/ACH)

Here's How Payments Work:

You authorize scheduled charges to your debit or credit card, or ACH (Checking/Savings). You will be charged the amount indicated below. A receipt for each payment will be emailed to you. You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected. All information will remain confidential and be destroyed immediately after use.

FILLING OUT THIS FORM IS A REQUIREMENT The payment information you provide us with will act as a security deposit. Additional charges may apply for cleaning/damage. You will be notified of these charges.

Name on Card/Account: _____

Billing Address: _____

Payment Method: Visa _____ MasterCard _____ Discover _____ ACH _____

Complete Section 1 OR 2 below:

1 Credit Card Number: _____

Expiration Date: _____ Card Identification Number: _____ (3 digits on the back of card)

2 Account Type: Checking Savings

Name on Acct _____ Bank Name _____

Account Number _____ Bank Routing # _____

Bank City/State _____

I authorize City of Spearfish to charge the above to the PAYMENT METHOD provided herein:

for _____ on or by _____ AND _____ on or by _____
Down Payment (Date) Rental Balance (Date)

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify City of Spearfish in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of a Transaction being rejected for Non-Sufficient Funds (NSF) I understand that City of Spearfish may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$40 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of transactions to my account must comply with the provisions of U.S. law. I agree not to dispute this recurring billing with my bank so long as the transactions correspond to the terms indicated in this authorization form.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____



CITY OF SPEARFISH FACILITY AND SHELTER RENTAL AGREEMENT

INDIAN SPRINGS GAZEBO

222 West Dakota Street
Located North of City Park

FACILITY USE TERMS & CONDITIONS

Rental

Rental Type	Regular Rate	Resident Discount
Half Day	\$100	\$75
Full Day	\$200	\$150
Down Payment	\$25	\$25

Alcohol Contact Finance Office

- The fees listed above do not include any fees required for the appropriate licenses or permits required if alcohol will be present at the event.

- The Renter must provide a credit card or bank account to act as security in addition to the rental fees. The payment information is held by the City to ensure proper cleanup and cover any damages that occur to the facility, equipment, and surrounding area during the rental. The City reserves the right to charge the Renter for all additional charges related to janitorial services, maintenance or repair services, emergency services required because of the Renter's use, and City staff time related to any of these additional charges. The issues the Renter may be charged for include, but are not limited to
 - Damage to facility, equipment, or surrounding area.
 - Insufficient cleaning of building or premises.
 - Renter's use exceeded time frame reserved.
 - Facility keys are lost or not returned.
 - General policies, rules, and procedures are not followed.
 - Misuse of the facility.
 - Staff time for removal of items left in facility or storage of any items.
 - Police intervention required as a result of the event.
 - Renters are responsible for their guests' conduct.
 - Misrepresentation of the type of event held or of the group/individual actually using the facility.

2. Rental times

Half Day: 6:00 a.m. to 2:30 p.m. **or** 3:30 p.m. to 10:00 p.m.

Whole Day: 6:00 a.m. to 10:00 p.m.

The event must conclude and the facility must be returned to its pre-event condition by the end of the selected time frame. The rental timeframe includes set-up and clean-up time of the facility and grounds. The City maintenance staff will inspect the facility at 7:00 a.m.

- Events attended by minors must have one adult (21 years or older) for every 10 minors. The City reserves the right to refuse rental if the Renter cannot meet this requirement.



CITY OF SPEARFISH FACILITY AND SHELTER RENTAL AGREEMENT

4. 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 are in addition to the facility rental fees.
5. Alcohol is not permitted unless the Renter obtains the appropriate license or permit. The Renter must be 21 years of age and provide proper identification at the time of the application. Renters who have alcohol that their events must have a professional cleaner clean the facility. The cost of the professional cleaner is not included in the rental fee. The Renter is responsible for hiring and coordinating the services of the professional cleaner.
6. Rental of this site does not include tables, chairs, decorating equipment, etc. Renters shall be responsible for their own needs and will remove any items brought in by the end of their rental period. **Renters are not permitted to drive into the site to unload. All loading and unloading must be done from the street.**
7. No confetti, rice, bird seed or non-biodegradable items may be used or thrown. Any thrown or dropped items (flower petals, etc...) must be picked up and disposed of at the end of the rental period.
8. The Renter shall abide by all local ordinances and state and federal laws.
9. Tobacco products are prohibited within all City facilities. The Renter is responsible for ensuring all litter including discarded tobacco products outside of the facility is cleaned up. The Renter will be responsible for the repair of any damages or additional cleaning necessary if tobacco products are used in the facility.
10. Renter agrees to comply with all the terms and conditions set forth herein and all City rules and regulations. The undersigned warrants that if the Renter is not an individual, he/she has the authority to bind Renter.
11. **Cancellation Policy:**
 - a. If the Renter cancels **at least 90 days** prior to the event date, the rental fee minus the down payment is refundable.
 - b. If the Renter cancels between **31 and 90 days** prior to the event date, 50 percent of the rental fee minus the down payment is refundable.
 - c. If the Renter cancels **30 days or less** prior to the event date, no refund will be issued.
 - d. Any other fees the Renter paid such as for a permit or license for alcohol are non-refundable.



CITY OF SPEARFISH FACILITY AND SHELTER RENTAL AGREEMENT

GENERAL POLICIES

- **No tape, wire, push pins, tacks, nails or screws are allowed when decorating.** Renter will be charged for damages.
- Lost & Found items must be claimed within 10 working days after the rental. The Renter may contact the City to inquire about lost items.
- City staff has the right to enter the facility at 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 prior to the rental time. It is the Renter's responsibility to maintain these areas during their rental.
- 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.



Insurance

Renters are required to maintain occurrence-based commercial general liability insurance or equivalent form with a limit 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. The following insurance option is provided as a courtesy to Renters. Renters may speak with their insurance agent about other insurance products available to meet the rental requirements of the City.

- Step 1:** Go to www.onebeaconentertainment.com
- Step 2:** Scroll until you find a reference to Tenant Users Liability Insurance Policy (TULIP) and follow the links.
- Step 3:** When asked for the venue ID code, input **0501-BFD**.
- Step 4:** Continue to follow the prompts and answer the questions including putting in the date of the event.

You will be asked if you need liquor liability coverage. If you will be selling alcohol, you must select yes. Host liquor liability coverage is provided as part of the insurance coverage so if you are providing alcohol but you are not selling it or collecting admission, fees, or donations, you do not need to select “yes” for liquor liability coverage. Answer any remaining questions that apply and click Get Quote.

- Step 5:** The price for the policy will then show up and you can then walk through inputting your personal information, email address, credit card, etc. and purchase the policy. **AN EMAIL ADDRESS MUST BE PROVIDED AS THIS IS HOW YOU ARE PROVIDED WITH PROOF OF COVERAGE.**



Requirements for Alcohol in City Facilities

ALL EVENTS WITH ALCOHOL REQUIRE A PERMIT OR LICENSE, WHICH MUST BE APPLIED FOR AT LEAST ONE MONTH PRIOR TO THE EVENT.

Brown Bag Permit:

- The fee for this permit is \$40 per day per event.
- This permit allows consumption, but not the sale, of alcohol on the property.
- No admission, fees, or donations may be collected to be eligible for this permit.

Special Alcohol License:

- This license is required if there are any profits from the sale of alcohol, such as fundraisers, or if any money is exchanged or collected for admission, ticket fees, or donations.
- **Special Malt Beverage Retailers License:**
 - The fee is \$50 per day.
 - To be eligible, approval of this special alcohol license must be in conjunction with a special event to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed as an on-sale liquor licensee or on & off sale malt beverage licensee.
 - A public hearing at a City Council meeting is required unless the applicant already holds a retail license.
- **Special On-Sale Wine Retailers License:**
 - The fee is \$50 per day.
 - To be eligible, approval of this special alcohol license must be in conjunction with a special event to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed as an on-sale liquor licensee or on & off sale wine licensee or a farm winery licensee.
 - A public hearing at a City Council meeting is required unless the applicant already holds a retail license.
- **Special On-Sale Liquor License:**
 - The fee is \$100 per day.
 - To be eligible, approval of this special alcohol license must be in conjunction with a special event to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed as an on-sale liquor licensee.
 - A public hearing at a City Council meeting is required unless the applicant already holds a retail license.
- **Special Off-Sale Package SD Farm Wine Dealers License:**
 - The fee is \$50 per day.
 - To be eligible, approval of this special alcohol license must be in conjunction with a special event to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed as an off-sale liquor licensee, on & off sale wine licensee, package off sale malt beverage/farm winery licensee or a farm winery holding an off-sale package wine license.
 - This temporary license is limited to selling wine produced by a South Dakota Farm Winery.

Please contact the Finance Office at 642-1325 for further information.

Alcoholic beverages may not be taken outside of the rental facility



City of Spearfish Rental Check List

The following items are tasks that need to be completed for each rental. This list is to help you, the Renter, with keeping track of what is still needed for your rental. If you have any questions about the following list, please don't hesitate to contact the Special Events Assistant at the Spearfish Rec & Aquatics Center.

All items on this list must be done or scheduled at least 30 days prior to your event.

Contract:

- Read thoroughly
- Signed & submitted back to the Special Events Assistant at the Spearfish Rec Center

Alcohol:

- Brown Bag Permit – \$40 PAID
- Special Alcohol License – Contacted Jamie in the Finance Dept. (605) 642-1325

Certificate of Liability (Pavilion, Snapper's Club, Hudson Hall, Log Cabin):

- Obtained the \$1,000,000 policy for the entire duration of the event listing the address below as an additionally insured
- Submitted the document to the Special Events Assistant

*City of Spearfish
625 N 5th Street
Spearfish, SD 57783*

Professional Cleaner (Required if Alcohol will be at your event):

- Selected a Professional Cleaner to clean after event

Recommended Cleaners:

Partners-N-Grime: (605) 645-9573

M&B Cleaning: (605) 920-0486

Guardian Angels Cleaning: (605) 569-0933

Atcha Service: (605) 210-0057

Walkthrough (Pavilion & Snapper's Club):

- Scheduled a walkthrough of the facility



CITY OF SPEARFISH FACILITY AND SHELTER RENTAL AGREEMENT

FACILITIES USE AGREEMENT INDEMNIFICATION AND INSURANCE CLAUSE

Renter agrees to indemnify and hold the City of Spearfish 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 of Spearfish 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.

Renter 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 of Spearfish for all damages caused to the facilities resulting from user's use of the facilities.

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

Renter shall maintain occurrence-based commercial general liability insurance or equivalent form with a limit 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.

Thirty (30) days prior to commencement of this Agreement, Renter shall furnish the City of Spearfish 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 of Spearfish.

I HAVE READ THIS AGREEMENT.

Name _____

Address _____

Signature _____

Date _____



CITY OF SPEARFISH FACILITY/SHELTER RENTAL AGREEMENT

I understand and agree to the terms of this facility rental agreement. I agree to comply with all the terms and conditions set forth herein and all City rules and regulations. The undersigned warrants that if the Renter is not an individual, he/she has the authority to bind Renter.

Name: _____

Address: _____

Signature: _____

Date: _____

Date of Reservation: _____