



City of Spearfish

122 Recreation Lane, Spearfish, SD 57783

Email: rentals@cityofspearfish.com

Phone: (605) 722-6868

Pavilion Reservation Request Form and Rental Agreement

Non-Refundable Deposit is due at the time of booking. (goes towards rental fee)

Remaining balances will be deducted from accounts 30 days prior to rental date.

Today's Date:	Name and Organization:
Physical Address: (Include City, State, Zip)	Birth Date: (Required)
Phone:	Email:
Rental Dates:	Event Days of Week:
Event Time:	Estimated Number of Attendees:
Description of Event:	I am aware that renting this building requires me to obtain a Certificate of Insurance. <input type="checkbox"/> Yes <input type="checkbox"/> No (if no, please inquire)
<input type="checkbox"/> Private Event (wedding, reception, reunion, graduation, birthday) <input type="checkbox"/> Public Event (celebration of life, fundraiser, etc.) <i>If your event type is not listed above, please call for the determination of an event classification.</i>	Private Event - \$500 deposit (included in rental fee) Sunday through Thursday \$1,500 rental fee Friday & Saturday (two-day rental only) \$3,000 rental fee Public Event - \$200 deposit (included in rental fee) Sunday through Thursday \$500 rental fee Friday & Saturday (two-day rental only) \$1,000 rental fee
Will admissions be charged, fees collected, or will donations be accepted? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will there be alcohol at this event? <input type="checkbox"/> No Alcohol <input type="checkbox"/> Special Alcohol License (cash bar, admission fees) Brown Bag (cooler of alcohol, BYOB)

The first and last two pages of this agreement must be completed, signed, and submitted to begin the reservation process. Credit card information is required and will be kept on file in case of damages or extra fees.

AUTHORIZATION FOR PAYMENT (Debit/Credit/ACH)

Here's How Payments Work: Your signature authorizes the charges to your debit/credit card or ACH (checking or savings). You will be charged the amounts indicated below. You agree no prior notification will be provided unless date or amounts change, in which case you will receive notice from us prior to the payment being collected. All information will remain confidential and will be destroyed immediately after use. The payment information provided will also act as a security deposit. Additional charges may apply for cleaning and or damages.

Name on Card OR Account: _____

Billing Address: _____

City, State, Zip _____

Complete Section 1 OR Section 2 below. This form MUST BE SIGNED at the bottom.

SECTION 1

Payment Method: Visa _____ MasterCard _____ Discover _____ ACH _____

Credit Card Number _____

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

SECTION 2

Checking Savings

Name on Account _____ Bank Name _____

Account # _____ Bank Routing # _____

Bank City/State/Zip _____

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

\$ _____ due on _____ AND \$ _____ due on _____
Down Payment/Payment Balance & \$40 brown bag fee

My signature below indicates I understand the City of Spearfish is not responsible for improper use of credit card or bank account information sent via mail, email, or fax. This authorization will remain in effect until it is cancelled in writing. I agree to notify the 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 payment date falls on a weekend or holiday, the payment may be executed on the next business day. I understand because this is an electronic transaction, funds may be withdrawn from my account on the above noted periodic transaction dates. In the case of payment rejection for Non-Sufficient Funds (NSF), I understand the City of Spearfish may, at its discretion attempt to process the charge again within 30 days. I agree to an additional \$40 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized payment. I acknowledge 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: _____

PRINTED NAME: _____



WILBUR S. TRETHERWAY PAVILION

115 South Canyon Street, Spearfish, SD 57783
(Located in the City Park)

FACILITY USE TERMS & CONDITIONS

1. The Pavilion is available for public and private rentals. Note: There may be other events scheduled in the City Park, Bandshell or Indian Springs. If the requested rental date is on a Friday or Saturday, both days must be rented.
 - Rental times begin at 9:00 a.m. on the first day of the rental and end at 7:00 a.m. on the day following the rental. No early entry into buildings is allowed.
 - To secure a reservation, a **non-refundable deposit** is due at the time of booking. Deposits go towards the rental fee.
 - Full payment is due at least 30 days prior to the event. If a reservation is booked less than 30 days prior to the rental date, full payment is due at the time of booking.
 - Rental fees do not include any fees required for the appropriate licenses or permits required if alcohol will be present at the event. **See page 8 for details on alcohol.**
2. The Renter must provide a credit card or bank account to act as security in addition to the rental fee. 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 additional fees related to janitorial services, repair services, emergency services required during an event, and City staff time related to any of these additional charges. Renters are responsible for guest's conduct. The issues the Renter may be charged for include, but are not limited to:
 - a. Damage to facility, equipment, or surrounding area.
 - b. Insufficient cleaning of the building or premises.
 - c. Renter's use exceeded the time frame reserved.
 - d. Facility keys that are lost or not returned.
 - e. General policies, rules, and procedures that are not followed.
 - f. Misuse of the facility.
 - g. Staff time for removal of items left in the facility or storage of any items.
 - h. Police intervention required because of the event.
 - i. Misrepresentation of the type of event held or of the group/individual using the facility.
3. The renter is **required to do a pre-rental walk-through** of the facility with City maintenance staff. The City requires the responsible person or a designee to be present for the walk-through.
4. **Rental times begin at 9:00 a.m. on day one of the rental date and end at 7:00 a.m. the following day. Friday/Saturday rentals end at 7:00 a.m. on Sunday morning.** Events must end by 1:00 a.m. and the facility must be returned to its pre-event condition prior to 7:00 a.m. The rental timeframe includes set-up and clean-up time. City staff will inspect the facility at 7:00 a.m.
5. Events attended by minors must have one adult (21 years or older) for every 10 minors. The City reserves the right to refuse a rental if the Renter cannot meet this requirement.
6. 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.

7. 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 at their events must hire a professional cleaner to 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.
8. The Renter may use the tables and chairs in the facility free of charge. The Renter will be responsible for any missing or damaged tables or chairs. There are approximately 350 folding chairs, 42 eight-foot-long tables, 8 five-foot round and 6 four-foot round tables. **TABLES/CHAIRS ARE NOT ALLOWED OUTSIDE THE BUILDING.**
9. The Renter shall abide by all local ordinances and state and federal laws.
10. Roller skates, skateboards, bicycles, motorized vehicles, or any other mechanical devices are prohibited in the building. Sports activities (e.g., soccer, basketball, etc.) are not allowed in the facility.
11. 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.
12. Renter agrees to comply with all terms and conditions set forth herein and all City rules and regulations. The undersigned warrants that if the Renter is not an individual, he or she has the authority to bind the Renter.
13. **Cancellation Policy:**
 - a. If the Renter cancels **at least 30 days** prior to the event date, the rental fee minus the down payment is refundable.
 - b. If the Renter cancels **30 days or less** prior to the event date, no refund will be issued.
 - c. Any other fees the Renter paid, such as for a permit or license for alcohol are non-refundable.
 - d. The City strives to ensure a facility is available when a rental is booked; however, in the event the facility is double-booked, the party who first reserved the facility will be given priority. The Renter will be notified of the cancellation as soon as possible and an effort will be made to accommodate on another date. The deposit and the rental fee, if paid, will be refunded.

GENERAL POLICIES, RULES, AND PROCEDURES

1. Air Conditioning & Heating

Thermostats for heating and cooling are located by the ladies' restroom. 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 any adjustments the Renter makes to the thermostat settings. The thermostat should be set to 65 degrees at the end of the rental.

2. Animals

Except for service animals, animals are not allowed in the facility without prior approval. The Renter is responsible for any damages caused by animals.

3. Flooring

The Renter is responsible for all damage to the flooring during the rental, including the cost for any repairs, replacement, or cleaning required after the rental. If stains cannot be sufficiently cleaned, the Renter will be responsible for replacement costs. To prevent damage to floors, do NOT drag tables, chairs, or other heavy items across the floor. If rugs or mats get wet, roll them up, place them in garbage bags, and put them by the front door. Do not throw them away. Mop up ice melt as soon as possible as it may cause damage to the flooring.

4. Decorations

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. It is the Renter's responsibility to inform any decorators, vendors, and guests of this rule. Renters should check with City staff for further information on appropriate decorating methods. Renters will be responsible for any damages to the facility. The Renter is responsible for additional costs incurred for retrieving lost balloons. **The use of glitter, confetti, rice, or sand is not permitted. Fog machines are prohibited inside facilities.** Birdseed may be used **outside**.

5. Facility Cleaning

Renters are required to restore the facility and surrounding area back to its original condition. Any costs associated with clean-up are not included with the rental. Cleaning supplies are in the kitchen. Brooms, mops, and a vacuum are in the main closet. All cleaning must be completed by the end of the rental timeframe.

Floors: Carpeted areas must be vacuumed. Any spots or stains must be removed from the carpet. The wood floor must be swept and mopped. The linoleum floor must be swept and mopped.

Garbage: All garbage must be taken outside to the large container located in the parking lot north of the Pavilion. Spray disinfectant inside garbage cans and put in new garbage bags. Clean out any garbage that has spilled into containers.

Kitchen: Clean all appliances inside and out. Check the refrigerator and freezer and remove any items. Wipe down counters. Sweep and mop the floor. Make sure the stove burners and oven are off. Remove ALL items brought into the kitchen.

Bathrooms: Clean sinks, toilets, and urinals inside and out, clean mirrors, empty trash, sweep and mop.

Tables/Chairs: Must be wiped down and placed back in their proper storage area.

General: Clean all outside areas around the facility including parking areas used by the Renter and guests. Check windows and doors to make sure they are closed and locked before leaving. All items brought in by the Renter, guests, staff, decorators, caterers, or others must be removed by the end of the rental timeframe.

6. Keys

The Renter is responsible for picking up keys for the facility from the Spearfish Rec and Aquatic Center, at 122 Recreation Lane, during the following hours: Monday through Thursday: 7:30 a.m. to 4:00 p.m.

The Renter will be provided 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 Spearfish Rec and Aquatic Center the day after the rental or on the Monday morning following the event, if the rental is on a weekend.

7. Lost & Found

Lost and found items must be claimed within 10 days after the rental. The Renter may contact the City to inquire.

8. Kitchen

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

9. Safety

All equipment used by the Renter, staff, decorators, caterers, DJs, etc. must carry the "U L Listed" mark showing it meets required safety standards. Extension cords shall be three-wire with ground and shall service one appliance or device. Multi-plug adapters must be U L approved and have an overload internal circuit breaker.

Open flames are not allowed. Candles must be in appropriate containers rising at least 3 inches above the flame.

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

GENERAL POLICIES

- 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 walkways, 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 period.
- The City supplies containers for kegs. No substitutions containers 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 Information

Renters are required to maintain occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) (\$300,000 for the Log Cabin) for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. 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 <https://www.intactspecialty.com/entertainment>

Step 2: Scroll down to Planning an Event and select “Get a Free Quote”

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 event dates.

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. 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 be displayed and then you can input 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

These licenses/permits are required if alcohol is being consumed or sold within the City of Spearfish

Brown Bag Permit: The fee is \$40.00 per day and may not exceed (24) hours.

- ❖ This permit allows the applicant the approval for consumption, but not the sale, trade, barter, or exchange of any alcoholic beverage while on city-owned property.
- ❖ The hours of authorized consumption may not exceed those permitted for on-sale licenses.
- ❖ The applicant must be at least (21) years of age and provide an acceptable form of identification.
- ❖ Brown bag permits are available from the Special Event Coordinator at the Rec Center or by calling 605-722-6868.

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 for any civic, charitable, educational, fraternal or veteran's organization or any licensee licensed as an on-sale liquor licensee or on & off sale malt beverage licensee. (RL or RB)
- ❖ There is a limit of 15 consecutive days.
- ❖ No person or entity may be issued more than twenty (20) special alcohol licenses per calendar year.
- ❖ Public hearing is required unless applicant already holds a retail license within the City of Spearfish.

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 for any civic, charitable, educational, fraternal or veteran's organization or any licensee licensed as an on-sale liquor licensee or on & off sale wine licensee. (RL, RW)
- ❖ There is a limit of 15 consecutive days.
- ❖ No person or entity may be issued more than twenty (20) special alcohol licenses per calendar year.
- ❖ Public hearing is required unless applicant already holds a retail license within the City of Spearfish.

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 for any civic, charitable, educational, fraternal or veteran's organization, any licensee licensed as an on-sale liquor licensee. (RL, RR)
- ❖ There is a limit of 15 consecutive days.
- ❖ No person or entity may be issued more than twenty (20) special alcohol licenses per calendar year.
- ❖ Public hearing is required unless applicant already holds a retail license within the City of Spearfish.

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 for any civic, charitable, educational, fraternal or veteran's organization or any licensee licensed as an off-sale liquor licensee and on & off sale wine licensee. (PL, RW)
- ❖ There is a limit of 15 consecutive days.
- ❖ No person or entity may be issued more than twenty (20) special alcohol licenses per calendar year.
- ❖ This temporary license is limited to selling wine produced by a South Dakota Farm Winery.
- ❖ Public hearing is required unless applicant already holds an off-sale license within the City of Spearfish.

Special Alcohol license applications and payment must be turned in to the City Finance Office. For additional information, visit <https://www.cityofspearfish.com/196/Alcohol-Licensing> or call the Finance office at 642-1325.

Alcoholic beverages may not be taken outside of the rental facility

Renter Check List

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

Contract

Read thoroughly

Signed and submitted to the Special Event Assistant at the Spearfish Rec and Aquatic Center.

Alcohol

Brown Bag Permit - \$40

Special Alcohol License – Contacted the Finance Department at (605) 642-1325

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

Obtained the \$1,000,000 policy (\$300,000 for the Log Cabin) for the entire duration of the event, listing the City of Spearfish as an additional insured

Submitted/Emailed to the Special Event Assistant at the Spearfish Rec and Aquatic Center.

*Spearfish Rec and Aquatic Center
122 Recreation Lane
Spearfish, SD 57783*

Professional cleaner (required if alcohol will be present) Exception: Log Cabin

Selected a Professional Cleaner and emailed the name of your cleaner to:

Rentals@Cityofspearfish.com.

List of Approved Professional Cleaners

Atcha Service: (605) 210-0057

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

S & C Cleaners: (605) 920-6315

True Clean Carpets & Janitorial: (605) 591-2704

Walkthrough (Pavilion and Snapper's Club)

Scheduled a walkthrough of the facility 1-2 weeks prior to rental date

Rentals@CityofSpearfish.com

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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 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 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 an equivalent form with a limit not less than one million dollars (\$1,000,000) (\$300,000 for the Log Cabin) for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

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. Provided 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: _____

City/State: _____

Signature: By typing your name into the field above you are hereby authorizing the City of Spearfish, SD to accept this as your electronic signature.

Date:



CITY OF SPEARFISH FACILITY AND 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: _____

City/State: _____

Reservation Date(s): _____

Signature: By typing your name into the field above you are hereby authorizing the City of Spearfish, SD to accept this as your electronic signature.

Date: