



# City of Spearfish

625 N 5th Street, Spearfish, SD 57783

**Email:** rentals@cityofspearfish.com

**Phone:** (605) 642-1333

## Hudson Hall Reservation Request Form and Rental Agreement

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.

Today's Date:	Name: Organization:
Physical Address: (Include City, State, Zip)	Birth Date: (Required)
Phone:	Email:
Event Date: Event Day(s) of Week: Event Time:	Description of Event:  Estimated Number of Attendees:
Time Requested: <input type="checkbox"/> 8:00 a.m. - 2:30 p.m. <input type="checkbox"/> 3:30 p.m.-Midnight <input type="checkbox"/> All Day - 8:00 a.m. – Midnight	Hudson Hall Room Requested: * Only Room B is available on Saturdays and it must be booked all day. <input type="checkbox"/> Room B - capacity of 30, two 4'round tables and three 8' x 2.5' tables <input type="checkbox"/> Room C - capacity of 60, two 4'round tables and four 8' x 2.5' tables <input type="checkbox"/> Room D - capacity of 20, two 4'round tables and one 8' x 2.5' tables <input type="checkbox"/> Entire Building
Will admissions be charged, fees collected, or donations accepted? Yes <input type="checkbox"/> No <input type="checkbox"/>	



# AUTHORIZATION FOR PAYMENT (Debit/Credit/ACH)

**Here's How Payments Work:** Your signature authorizes the charges to your debit/credit card or ACH (checking-savings). You will be charged the amount(s) indicated below. You agree no prior notification will be provided unless the date or amount(s) 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/damages.

**Name on Card/Account:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_  
\_\_\_\_\_

**Payment Method:** Visa \_\_\_\_\_ MasterCard \_\_\_\_\_ Discover \_\_\_\_\_ ACH \_\_\_\_\_

**Complete the above information and Section 1 OR 2 below. This form MUST BE SIGNED.**

**Section 1**

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Card Identification #: \_\_\_\_\_ (3 digits on the back of card)

Account Type: Checking  Savings

**Section 2**

Name on Account \_\_\_\_\_ Bank Name \_\_\_\_\_

Account # \_\_\_\_\_ Bank Routing # \_\_\_\_\_

Bank City/State \_\_\_\_\_

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

\$ \_\_\_\_\_ on \_\_\_\_\_  
Rental Amount Date

***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 this is an electronic transaction and 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 and 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: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_



## Hudson Hall

222 West Hudson, Spearfish, SD 57783  
(Located South of City Hall)

### Class 1

- Non-profit 501©3 organizations who will not collect fees, not accept donations, and/or not charge admission

### Class 2

- Non-profit 501©3 organizations collecting fees, accepting donations, and/or charging admission
- Commercial groups not collecting fees, accepting donations, and/or charging admission
- Receptions, birthdays, showers, anniversaries, individuals doing projects, etc.

### Class 3

- Commercial groups charging admission, accepting donations, and/or collecting fees

Rooms B or D			
	Class 1	Class 2	Class 3
Half Day	\$15	\$35	\$50
Whole Day	\$20	\$50	\$75

Room C			
	Class 1	Class 2	Class 3
Half Day	\$20	\$40	\$60
Whole Day	\$25	\$50	\$75

Kitchen	
	All Classes
Half Day	\$15
Whole Day	\$30

Entire Building			
	Class 1	Class 2	Class 3
1/2 Day Regular Rate	\$50	\$75	\$130
1/2 Day Resident Rate	\$50	\$75	\$100
Full Day Regular Rate	\$75	\$100	\$175
Full Day Resident Rate	\$75	\$100	\$140

### **FACILITY USE TERMS & CONDITIONS**

1. 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, repair services, emergency services required during an event, and City staff time related to any charges. 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 building or premises.
  - c. Renter's use exceeded time frame reserved.
  - d. Facility keys are lost or not returned.
  - e. General policies, rules, and procedures are not followed.
  - f. Misuse of the facility.
  - g. Staff time for removal of items left in facility or storage of any items.
  - h. Police intervention required as a result of the event
  - i. Renters are responsible for their guests' conduct.
  - j. Misrepresentation of the type of event held or of the group/individual using the facility.

## Rental Times

- **Half Day:** 8:00 a.m. to 2:30 p.m. **or** 3:30 p.m. to Midnight
- **Whole Day:** 8:00 a.m. to Midnight
- **Weekend Rentals:** Only Room B is available on Saturdays and must be rented all day.

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 staff will inspect the facility at 7:00 a.m. the following morning.

2. 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.
3. 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.
4. Alcohol is not permitted.
5. The Renter may use the tables and chairs free of charge. The Renter will be responsible for any missing or damaged tables or chairs. Room B has 30 chairs, 2 four-foot round tables and 3 eight-foot tables. Room C has 60 chairs, 2 four-foot round tables and 4 eight-foot tables. Room D has 20 chairs, 2 four-foot round tables and 1 eight-foot table. **TABLES AND CHAIRS ARE NOT ALLOWED OUTSIDE THE BUILDING.**
6. The Renter shall abide by all local ordinances and state and federal laws.
7. 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.
8. 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.
9. 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.

## Cancellation Policy:

- a. If the Renter cancels **at least 30 days** prior to the event date, the rental fee is refundable.
- b. If the Renter cancels **30 days or less** prior to the event date, no refund will be issued.
- c. The City strives to ensure the facility is available when a rental is booked; however, in the event the facility is double-booked, the Renter 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 another date. The rental fee, if paid, will be refunded.

## GENERAL POLICIES, RULES, AND PROCEDURES

### 1. Air Conditioning and Heating

The facility is air-conditioned. There are two thermostats in the facility, one in the main hall by the restrooms; the other is located in Room C. The thermostats are programmed appropriately throughout the seasons.

### 2. Animals

With the exception of service dogs, 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 the 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. Please mop up ice melt as soon as possible as it may cause damage to floors.

### 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. The Renter will be responsible for any damages to the facility. **The use of glitter, confetti, rice, or sand is not permitted. Fog machines are prohibited inside the facility.** Birdseed may be used **outside** of the facility.

### 5. Facility Cleaning

Renters are required to restore the facility and surrounding area back to its original condition. Costs associated with clean-up are not included with the rental. Cleaning supplies are located 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 are to be vacuumed and spots cleaned. The tile is to be swept and mopped where necessary. Mops, buckets, and cleaning solutions are in the kitchen and in the closet in Room C. Drains for water are in the kitchen and in the closet in Room C. (water must be poured slow.)

**Garbage:** All garbage, including restrooms and lobby, must be placed in the black containers outside on the South and West sides of the building. Reline garbage cans with the liners located under the kitchen sink, lobby coat rack, or closet in Room C. Clean out any garbage spilled into the containers.

**Kitchen:** Clean appliances inside and out. Remove items from refrigerator and freezer. Clean counters with wet cloth. Sweep and mop the floor. Make sure the stove burners and oven are off. Remove garbage, spray disinfectant in containers and replace liners.

**Tables and Chairs:** Wipe down, fold up, and place back in their storage area.

**General:** All cleaning must conclude by the end of the rental period. 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 timeframe.

## 6. Keys

The Renter is responsible for picking up keys for the facility from Spearfish City Hall, 2nd Floor, Public Works office, 625 N. 5th Street, Monday through Friday: 7:30 a.m. to 4:30 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 Spearfish City Hall 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 about lost items.

## 8. Kitchen

The kitchen contains an 18.5 cubic foot 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.**

## 9. Safety

All equipment used by the Renter, staff, decorators, caterers, DJs, etc. must carry the "UL 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 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.**

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

- 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.



**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.

**I HAVE READ THIS AGREEMENT**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



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: \_\_\_\_\_

\_\_\_\_\_

Date(s) of Reservation: \_\_\_\_\_

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

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