



City of Spearfish

Facility/Shelter Reservation Request Form

122 Recreation Ln, Spearfish SD 57783 P:605-722-1430 • F: 605-722-1436

Email: rentals@cityofspearfish.com • www.cityofspearfish.com

Today's Date		Contact Name	
Phone		Organization Name	
Phone (day of event)		Email	
Residential Address (Include City, State, Zip)			
Mailing Address - If Different than Residential (Include City, State, Zip)			
Date of Event		Type of Event	
Facility Requested <input type="checkbox"/> Hudson Hall <input type="checkbox"/> Snappers Club <input type="checkbox"/> Log Cabin <input type="checkbox"/> Pavilion <input type="checkbox"/> Indian Springs <input type="checkbox"/> Bandshell		Park Shelter Requested <input type="checkbox"/> City Park North <input type="checkbox"/> Evans <input type="checkbox"/> Lions <input type="checkbox"/> City Park South <input type="checkbox"/> Heritage <input type="checkbox"/> Mt. Shadows <input type="checkbox"/> City Park Central <input type="checkbox"/> Jorgensen <input type="checkbox"/> Salem <input type="checkbox"/> Sandstone	
Rental Time Requested (Including Setup)		Including Clean Up/Set Up Event Start Time_____Event End Time_____	
Is this a public event? Yes <input type="checkbox"/> No <input type="checkbox"/>	Will admission be charged, fees be collected or will donations be accepted? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Will there be alcohol? Yes <input type="checkbox"/> No <input type="checkbox"/>	If Yes, What Type? <input type="checkbox"/> Brown Bag (Alcohol will be present at event, but not sold) <input type="checkbox"/> Cash Bar (Alcohol will be available for purchase)		
Anticipated Number of Attendees	Age of Attendees <input type="checkbox"/> Youth <input type="checkbox"/> Adult <input type="checkbox"/> Both		
Detailed Event Description: (please include any additional relevant details including special requests):			
The following must be completed/returned in order to guarantee reservation: <input type="checkbox"/> Contract <input type="checkbox"/> Alcohol Permit (If Applicable): _____ <input type="checkbox"/> Down Payment <input type="checkbox"/> Cleaner (If Alcohol is present): _____ <input type="checkbox"/> Deposit <input type="checkbox"/> Walk Through Date (no more than 1 week in advance): _____ <input type="checkbox"/> Certificate of Liability *See Below*			

This request **does not** guarantee reservation. You must speak with City Staff to confirm availability, as well as complete the items listed above. Return request via one of the following methods:

IN PERSON: Spearfish Rec & Aquatics Center: 122 Recreation Ln, Spearfish

EMAIL: rentals@cityofspearfish.com • **FAX:** (605)722-1436

*** User shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$300,000.00 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.**



INDIAN SPRINGS

FACILITY USE TERMS & CONDITIONS

1. Rental rates per day are as follows: (tax included) May – September

Full Day- City of Spearfish Resident (6 am to 10 pm)	= \$150.00
Half Day- City of Spearfish Resident (6 am-3 pm or 3 pm-10 pm)	= \$75.00
Full Day- Non-City of Spearfish Resident (6 am to 10 pm)	= \$200.00
Half Day- Non-City of Spearfish Resident (6 am-3 pm or 3 pm-10 pm)	= \$100.00
Down Payment	= \$25
Security Deposit	= \$200.00
Brown Bag Permit	= \$40.00

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:
 - Damage to facility, equipment, or surrounding area.
 - Renter fails to clean area to reasonable standards.
 - Renter use exceeded time frame reserved.
 - Misuse of City facility.
 - Staff time for removal of items left in facility and/or storage of said items.
 - 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.
 - Misrepresentation of the type of event held, or group/individual actually using the facility.

5. 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.)

6. 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.



CITY OF SPEARFISH FACILITY/SHELTER RENTAL AGREEMENT

7. 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/grass to unload.** All loading and unloading must be done from the street.
8. No tape, wire, push pins, tacks, nails or screws are allowed when decorating. Renter will forfeit entire deposit and be charged for any other damages.
9. **Confetti, rice, bird seed or non-biodegradable items may NOT be used/thrown.** Any thrown or dropped items (flower petals (real or plastic), etc...) **must be picked up and disposed of at the end of the rental period.**
10. It is the responsibility of the renting party to dispose of all trash properly and clear this area of all decorations, chairs and tables - this area must be restored to its previous condition by the renting party.
11. The Renter shall abide by all local ordinances as well as state and federal laws.
12. This agreement, 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.
13. **Cancellation Policy:** If the Renter cancels at least 30-days prior to the rental date, 100% of the paid rental fee is refundable. **An Administrative Fee of \$5.00 may be charged.** If the Renter cancels less than 30-days from the rental date, rental fee is non-refundable. The entire cleaning/damage deposit amount will be refunded if there is a cancellation.

HOLD HARMLESS AGREEMENT

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.



CITY OF SPEARFISH FACILITY/SHELTER RENTAL AGREEMENT

SOUTH DAKOTA LAW 35-9-1 ALCOHOLIC BEVERAGES

It is a Class 1 misdemeanor for any licensee to sell or give for use as a beverage any alcoholic beverage to any person under the age of eighteen years. And, per South Dakota law 35-9-1.1, it is a Class 2 misdemeanor to sell or give for use as a beverage any alcoholic beverage to any person who is eighteen years of age or older but less than twenty-one years of age.

The purchase of a Brown Bag permit allows the renter to have alcohol "within the confines of the rented venue." Alcoholic beverages may not be taken outside of the Pavilion, Hudson Hall, or Picnic Shelter, or off the Snapper's Club grounds, whichever venue has been rented.

I AGREE TO THE TERMS OF THIS FACILITY RENTAL AGREEMENT

This agreement, 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.

Printed Name: _____

Signature: _____

Date: _____

Date of Reservation: _____