



# 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
<b>Facility Requested</b> <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	<b>Park Shelter Requested</b> <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"/>
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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)
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Anticipated Number of Attendees	Age of Attendees <input type="checkbox"/> Youth <input type="checkbox"/> Adult <input type="checkbox"/> Both
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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.**





## LOG CABIN

111 S. Canyon  
Available May 1<sup>st</sup> – Sept 30<sup>th</sup>

### FACILITY USE TERMS & CONDITIONS

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Rental rates per day are as follows:

Rent	=\$75.00
Security Deposit	=\$300.00
Down Payment	=\$25
Brown Bag permit fee	=\$40

1. 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.

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. If damages exceed the deposit amount, additional charges may be billed. The Security Deposit may be fully or partially withheld for any of the following reasons:

- Damage to facility, equipment, or surrounding area.
  - Insufficient cleaning of building and/or premises.
  - Renter use exceeded time frame reserved.
  - Keys are not returned as outlined by policy.
  - General policies, rules and procedures are not followed.
  - 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.
2. Rental times of the facility are from **6:00am to 10:00pm**. This timeframe includes set-up and cleanup time of the facility and grounds. Failure to comply may result in deposit forfeiture. The City maintenance staff will inspect the facility at 7:00am the following morning.
  3. 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.)
  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 would not be included with the facility rental fees.



## CITY OF SPEARFISH FACILITY/SHELTER RENTAL AGREEMENT

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5. 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.
6. The Renter has use of the tables and chairs provided. There are 26 folding chairs and 4-6ft. long tables. The same number shall be accounted for at the final inspection. Tables and chairs may be taken to the patio area, but not onto the lawn or any area beyond the patio.
7. The Renter shall abide by all local ordinances as well as state and federal laws.
8. 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.
9. 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.
10. 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.
11. Cancellation Policy: If the renter cancels at least 90 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 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.

### **GENERAL POLICIES, RULES, AND PROCEDURES**

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#### **1. 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.

#### **2. 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.



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### 3. **Decorative Materials**

Nothing may be taped, nailed, stapled, tacked, or otherwise affixed to ceilings, walls, floors, painted surfaces, 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. Fog machines are prohibited inside the facility. Birdseed may be used outside of the facility.

### 4. **Facility Cleaning**

**GARBAGE** – All garbage is to be placed in the 30 gallon containers located outside the building.

**TABLES & CHAIRS** – The tables & chairs are to be wiped down, folded, and stacked back against the north wall. Please take care of placing them so they are all facing the same direction. Tables may be taken outside to the patio, but not onto the lawn or any area beyond the patio.

**GENERAL** – All cleaning must be done by the end of the rental time frame – 10:00pm. Pick up debris from all inside and 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.

**GAS FIREPLACE** – The gas fireplace is provided with a 60 minute time run. After 60 minutes, the fireplace will turn itself off. You may turn the fireplace back on for another 60 minute run time. No foreign objects or combustibles of any kind are allowed to be placed into the fireplace. Foreign objects or combustibles found in the fireplace will result in an automatic forfeiture of the deposit and/or an additional damage charge to make any repairs.

### 5. **Keys**

The Renter is responsible for picking up keys for their rental from the Spearfish Rec & Aquatics Center, 122 Recreation Ln. during any of the following hours:

**Monday-Friday 5:30am-9pm, Saturday: 8am-6pm, Sunday: Noon – 6pm**

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 Spearfish Rec & Aquatics Center the day after the rental or on Monday morning if the rental is on a weekend.

### 6. **Lost & Found**

Lost and found items must be claimed within 90 calendar days after the rental. The items will be labeled and turned into the Public Works Office at 625 Fifth Street for pick up.

### 7. **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, 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.



### 8. General Policies

- The 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 of the building.

### **FACILITIES USE AGREEMENT INDEMNIFICATION AND INSURANCE CLAUSE**

User agrees to indemnify and hold the City 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, 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.

User 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 facilities pursuant to this agreement, and agrees to pay the City for all damages caused to the facilities resulting from user's activities hereunder.

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

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.

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



**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.

Name (Print): \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Date of Reservation: \_\_\_\_\_