



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"/>
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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.**



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.**

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 _____
Down Payment Rental Balance Damage Deposit (if necessary) (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: _____



WILBUR S. TRETHERWAY PAVILION

115 South Canyon Street (In City Park)

FACILITY USE TERMS & CONDITIONS

Rental rates per day are as follows:

Full Day Pavilion Rental	= \$350
Down Payment	= \$75
Security Deposit *See exception in "Insurance Requirements"	= \$300
Brown Bag Permit	= \$40
Set-up (if available day before rental, starts at 1:00pm)	= \$75

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. A rental information sheet will be provided to the renter and the renter is **required to do a pre-rental walk-thru** of the facility with the maintenance staff. The City requires the responsible person on the event day to be present for the walk-thru.

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:

- o Damage to facility, equipment, or surrounding area.
 - o Insufficient cleaning of building and/or premises.
 - o Renter use exceeded time frame reserved.
 - o Keys are not returned as outlined by policy.
 - o General policies, rules and procedures are not followed.
 - o Misuse of City facility.
 - o Staff time for removal of items left in facility and/or storage of said items.
 - o 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.
 - o Misrepresentation of the type of event held, or group/individual actually using the facility.
2. **Rental times of the facility start at 9:00am on the rental date to 7:00am the following day.** This timeframe includes set-up and cleanup time of the facility and grounds. **Event activity MUST conclude no later than 1:00am, giving sufficient time for clean-up. Failure to comply may result in deposit forfeiture.** The City maintenance staff will inspect the facility at 7:00am.
 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.)



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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.
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. The same number shall be accounted for at the final inspection. The City provides 350 folding chairs; 45-8' long tables; six-5' round and six-4' round tables.
TABLES AND CHAIRS ARE NOT ALLOWED OUTSIDE THE BUILDING.
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

1. Air Conditioning & Heating

During warmer months, the air conditioning is set at 73 degrees. During the winter months, the heating is set at 72 degrees. The exhaust fan located to the right of the stage is turned off while the air conditioning is on and turned back on once the weather cools. It is encouraged to use the exhaust fan to remove warm air during events in transitional months. The thermostats for heating and cooling are located by the ladies restroom and to the left of the stage. 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



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responsible for any damage or problems caused by attempting to raise or lower one or both of the thermostats. If the renter finds that a temperature change would warrant a call-out, the rental parties may be charged the call-out fee.

The controls are set on auto at 65°F and should be returned to that setting at the end of the rental. The ceiling fans should remain on at all times unless there are loose balloons.

2. **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.

3. **Carpet & Wood Floor**

The Renter is responsible for all damage to carpets and flooring during the rental. Regarding spills and stains on the wood floor, carpet, or linoleum, the Renter will be responsible for cleaning costs associated with the removal of the stain. If the stain cannot be sufficiently cleaned the Renter will be responsible for replacement costs. Please do NOT drag tables, chairs or other heavy items across the floor as they may damage the floor. If damage does occur (cuts, gouges, rips, tears) the Renter is responsible for repair or replacement costs. Please remove wet mats from the linoleum 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.

4. **Decorative Materials**

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. 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. Helium balloons are discouraged, but not prohibited. Extreme care must be taken to keep balloons securely tied to a base. It is suggested to not bring helium balloons into the facility until the start of the event to reduce the risk of lost balloons. Helium balloons when released can be difficult to retrieve. 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 the facility.** Birdseed may be used **outside** of the facility.

5. **Facility Cleaning**

Renters are required to restore this building back to its original condition – janitorial/housekeeping are not included with rental. Cleaning supplies are provided and located in the kitchen. Brooms, mops and vacuum are in the main closet.

FLOORS – The carpeted areas are to be vacuumed and spots cleaned. The wood floor is to be swept and spot mopped where necessary. The linoleum entrances are to be swept and mopped.



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GARBAGE – All garbage is to be taken outside to the large container located in the parking lot north of the Pavilion. Reline the garbage cans with the liners provided (in the kitchen). Clean out any spilled garbage in the container.

KITCHEN – Clean all appliances inside and out. Check the refrigerator and freezer and remove any items. Clean off counters with wet cloth. Sweep and mop the floor. Make sure the stove burners and oven are off. Remove garbage, spray disinfectant in the containers and replace liners. Remove ALL items brought into the kitchen.

TABLES & CHAIRS – The tables & chairs are to be wiped down, folded, and placed back in their proper storage area.

GENERAL – All cleaning must be **completed** by the end of the rental time frame. 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 time frame.

6. 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.

7. Lost & Found

Lost and found items must be claimed within 10 working days after the rental. The items will be labeled and turned into the Public Works Office at 625 Fifth Street for pick up.

8. Kitchen

The kitchen contains a 18.5 cu. Ft. 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, linens or paper towels.

9. 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, 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

- 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 the building.
- During the winter months, the City staff will clear walk-ways, stairs, and entrances of snow and will spread ice melt previous to a 9:00 a.m. rental. It is the Renter's responsibility to maintain these areas during their rental areas.
- 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.

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.



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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: _____