



# 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"/>		
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):			
<b>The following must be completed/returned in order to guarantee reservation:</b> <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.**



## HUDSON STREET HALL FACILITY CONTRACT

222 West Hudson

The rental fees are based on a class system. The City will determine which class the renter class.

### Class 1

- Non-profit groups who will not collect fees, not accept donations, and/or not charge admission

### Class 2

- Non-profit groups collecting fees, accepting donations, and/or charging admission
- Commercial groups not collecting fees, accepting donations, and/or charging admission
- Private Parties/Receptions (Wedding, Anniversary, Birthday, etc.)

### Class 3

- Groups charging admission, accepting donations, and/or collecting fees

### FACILITY USE TERMS & CONDITIONS

1. The Renter shall pay a Security Deposit via credit card in addition to the rental fees. The Security Deposit is held by the City (but not processed) 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.

The Security Deposit may be fully or partially withheld for any of the following reasons:

- Damage to facility, equipment, or surrounding area.
- 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.

2. The Hudson Street Hall may be rented on a half day (weekday only) or full day basis. The standard timeframes are as follows:

**Morning:** 8:00am-2:30pm

**Afternoon:** 3:30pm-12:00am

**All Day:** 8:00am-12:00am

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.)
4. In renting or making available the use of its facilities, the City of Spearfish assumes no responsibility for:
  - Loss or damage to any property placed on the premises by the Renter.
  - Loss or damage to any property or personal effects of the Renter, their members, employees, agents, participants, guests, or attendees. This includes motor vehicles and their contents.
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



## CITY OF SPEARFISH FACILITY/SHELTER RENTAL AGREEMENT

---

expiration date of Renter's homeowner's insurance carrier or liability insurance carrier and sign a Hold Harmless Agreement if alcohol will be present at event.

6. The Renter has use of the tables and chairs provided. The same number shall be accounted for at the final inspection. Tables and chairs are NOT allowed to leave the facility.
7. The Renter shall abide by all local ordinances as well as state and federal laws.
8. 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.
9. **Cancellation Policy:** If the renter cancels at least 7 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 within the 7 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**

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

#### **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 & Tiled Floor**

The Renter is responsible for all damage to carpets and flooring during the rental. Regarding spills and stains on the carpet or tile, 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.

#### **4. Decorative Materials**

Nothing may be taped, nailed, stapled, tacked, or otherwise affixed to ceilings, walls, painted surfaces, windows, or floors. 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. **The use of glitter, confetti, rice, or sand is not permitted. Birdseed may be used outside of the facility. Fog machines are prohibited inside the facility.**



### 5. Facility Cleaning

Renters are required to restore this building back to its original condition – janitorial/housekeeping are not included with your rental. Cleaning supplies are provided and located in the kitchen and in the closet of Room C.

**Floors** - The carpeted areas are to be vacuumed and spots cleaned. The tile is to be swept and mopped where necessary. The dust mops, mops, buckets, and cleaning solution is located in the kitchen and in the closet in Room C. Drains for the water are in the kitchen and the closet in Room C (pour water slowly).

**Garbage** – All garbage – from your rental areas, the restroom and lobby - is to be taken outside to the black containers located on the south and west sides of the facility. Reline the garbage cans with the liners provided (under the kitchen sink, lobby coat rack, closet in Room C). 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 done 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. Please respect the plants. If dumping beverages into sinks, please rinse out sinks.

### 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, or linens.



### 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.

### 10. 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.
- 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.

### **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.



## 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.

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

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

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

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

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



## 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: \_\_\_\_\_