



# City of Spearfish

122 Recreation Lane, Spearfish, SD 57783

Email: rentals@cityofspearfish.com

Phone: (605) 722-6868

## Indian Springs Reservation Request Form and Rental Agreement

Non-Refundable Deposit of \$25 is due at the time of booking. (goes towards rental fee)

Remaining balances will be deducted from accounts 30 days prior to rental dates.

Today's Date:	Name and Organization:
Physical Address: (Include City, State, Zip)	Date of Birth: (Required)
Phone:	Email:
Rental Dates:	Event Time:
Event Day of Week:	Estimated Number of Attendees:
Event Description:	
Rental Time Requested <i>(check one box)</i>  <input type="checkbox"/> 6:00 a.m. - 2:30 p.m. <input type="checkbox"/> 3:30 p.m.-10:00 PM <input type="checkbox"/> All Day - 6:00 a.m. – 10:00 PM	Rental Fees <i>(\$25 deposit due at time of booking)</i> <i>* Resident fees require the renter to live in the city limits of Spearfish.</i>  ½ day Resident: \$75 or Non-Resident \$150  Full Day Resident: \$150 or Non-Resident \$200

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 damage or extra fees.

# AUTHORIZATION FOR PAYMENT (Debit/Credit/ACH)

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

Name on Card OR Account: \_\_\_\_\_

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

City, State, Zip \_\_\_\_\_

Complete Section 1 OR Section 2 below. This form MUST BE SIGNED at the bottom.

## SECTION 1

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

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

Expiration Date \_\_\_\_\_ Card Id Number: \_\_\_\_\_ (3 digits on the back of card)

## SECTION 2

Checking  Savings

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

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

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

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

\$ \_\_\_\_\_ due on \_\_\_\_\_ AND \$ \_\_\_\_\_ due on \_\_\_\_\_  
Down Payment/Payment Balance & \$40 brown bag fee

***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 canceled 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 because this is an electronic transaction, 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. I agree to an additional \$40 charge for each attempt returned to 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: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_



## INDIAN SPRINGS GAZEBO

220 W. Dakota St., Spearfish, SD 57783  
(located across the street from the City Park)

### FACILITY USE TERMS & CONDITIONS

1. Indian Springs is an outdoor venue. Be aware there may be other events scheduled in the surrounding areas such as the City Park, Bandshell, Pavilion and the parking lots, that may cause noise interference.
2. 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 venue and surrounding area during the rental. The City reserves the right to charge the Renter for all additional fees related to janitorial services, repair services, emergency services required during an event, and City staff time related to any of these additional charges. Renters are responsible for their guests' conduct. The issues the Renter may be charged for include, but are not limited to:
  - a. Damage to venue or surrounding area.
  - b. Insufficient cleaning of premises.
  - c. Renter's use exceeded time frame reserved.
  - d. Misuse of the facility.
  - e. Staff time for removal of items left at venue or storage of any items.
  - f. Police intervention required, due to the event.
  - g. Misrepresentation of the type of event held or of the group or individual using the venue.
3. **Rental Times – Early entry into the venue is not permitted.**  
**Half Day:** 6:00 a.m. to 2:30 p.m. or 3:30 p.m. to 10:00 p.m.  
**Full Day:** 6:00 a.m. to 10:00 p.m.  
The event must conclude, and the venue and grounds 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 venue and grounds.
4. 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.
5. 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.
6. Alcohol is **not** permitted at this site.
7. The Renter must be at least 21 years of age and provide proper identification at the time of the application.
8. 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 onto the site to unload. All loading and unloading must be done from the street.**

9. No confetti, rice, or non-biodegradable items may be used or thrown either on the grounds or in the water. Any thrown or dropped items (flower petals, etc.) must be picked up and disposed of at the end of the rental period.
10. The Renter shall abide by all local ordinances and state and federal laws.
11. Tobacco products are prohibited at all City facilities. The Renter is responsible for ensuring all litter including discarded tobacco products outside of the property is cleaned up. The Renter will be responsible for the repair of any damage or additional cleaning necessary if tobacco products are used at the venue.
12. Renter agrees to comply with all terms and conditions set forth herein and all City rules and regulations. The undersigned warrants that if the Renter is not an individual, he or she has the authority to bind Renter.
13. **Cancellation Policy:**
  - a. If the Renter cancels **at least 30 days** prior to the event date, the rental fee minus the down payment 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 efforts will be made to accommodate another date. The deposit and the rental fee, if paid, will be refunded.
  - d. Fees the Renter paid such as for a permit or license are non-refundable.

## GENERAL POLICIES

- **No tape, wire, push pins, tacks, nails or screws are allowed when decorating.** Renter will be charged for any damages at the venue.
- Lost & found items must be claimed within 10 working days after the rental. The Renter may contact the City to inquire about lost items.
- City staff has the right to enter the venue at any time during your rental.
- Smoking is prohibited at all City venues.
- Consecutive renters are not permitted to make special arrangements.
- During the winter months, City staff will not be responsible for snowfall or ice conditions at this location. It is the Renter's responsibility to maintain these areas during their rental period.



## CITY OF SPEARFISH FACILITY AND SHELTER RENTAL AGREEMENT

### 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 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 venue and the activity. Renter acknowledges the City of Spearfish has no duty to and will not provide supervision of the activity.

### **I HAVE READ THIS AGREEMENT**

Name: \_\_\_\_\_

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

City/State: \_\_\_\_\_

\_\_\_\_\_  
Signature: By typing your name into the field above you are hereby authorizing the City of Spearfish, SD to accept this as your electronic signature.

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



## CITY OF SPEARFISH FACILITY AND SHELTER RENTAL AGREEMENT

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: \_\_\_\_\_

City/State: \_\_\_\_\_

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

\_\_\_\_\_  
Signature: By typing your name into the field above you are hereby authorizing the City of Spearfish, SD to accept this as your electronic signature.

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