



# City of Spearfish

625 N 5th Street, Spearfish, SD 57783

**Email:** rentals@cityofspearfish.com

**Phone:** (605) 642-1333

## Indian Springs Reservation Request Form and Rental Agreement

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 damages.

Today's Date:	Name: Organization:						
Physical Address: (Include City, State, Zip)	Birth Date: (Required)						
Phone:	Email:						
Event Date: Event Day(s) of Week: Event Time:	Description of Event:  Estimated Number of Attendees:						
Time Requested (check one box) <input type="checkbox"/> 8:00 a.m. - 2:30 p.m. <input type="checkbox"/> 3:30 p.m.-Midnight <input type="checkbox"/> All Day - 8:00 a.m. – Midnight	Fees - \$25 deposit is due at the time of booking <table border="0"> <tr> <td><u>Resident Fee</u></td> <td><u>Non-Resident Fee</u></td> </tr> <tr> <td>Half day \$75</td> <td>Half day \$100</td> </tr> <tr> <td>Full Day \$150</td> <td>Full day \$200</td> </tr> </table>	<u>Resident Fee</u>	<u>Non-Resident Fee</u>	Half day \$75	Half day \$100	Full Day \$150	Full day \$200
<u>Resident Fee</u>	<u>Non-Resident Fee</u>						
Half day \$75	Half day \$100						
Full Day \$150	Full day \$200						

Please complete and sign the payment information on the following page.





## CITY OF SPEARFISH FACILITY AND SHELTER RENTAL AGREEMENT

### INDIAN SPRINGS GAZEBO

220 West Dakota Street  
Located North of the City Park

Rental Type	Resident Rate	Non-Resident Rate
Half Day	\$75	\$100
Full Day	\$150	\$200
Down Payment	\$25	\$25

#### **FACILITY USE TERMS & CONDITIONS**

1. Indian Springs is an outdoor venue. There may be other events scheduled in the surrounding areas such as the City Park, Bandshell and Pavilion 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, repairs, emergency services required during an event, and City staff time related to any of these additional charges. 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 as a result of 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 21 years of age and provide proper identification at the time of the application.



## CITY OF SPEARFISH FACILITY AND SHELTER RENTAL AGREEMENT

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. 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 damages or additional cleaning necessary if tobacco products are used at the venue.
12. Renter agrees 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.
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 venue 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 venue pursuant to this agreement and agrees to pay the City of Spearfish for all damages caused to the venue resulting from the user's use.

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 that the City of Spearfish has no duty to and will not provide supervision of the activity.

I HAVE READ THIS AGREEMENT.

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



## CITY OF SPEARFISH FACILITY/SHELTER RENTAL AGREEMENT

I understand and agree to the terms of this 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: \_\_\_\_\_  
\_\_\_\_\_

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

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

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