

## Event Complex Rental and Use Agreement

Event: City of Deadwood Easter Egg Hunt 2026

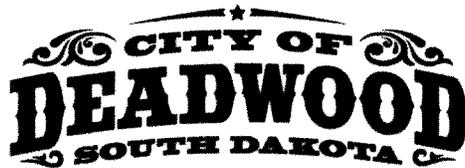
Date of Event: March 28, 2026

**\*\* Disclaimer: In an event of a local emergency. The South Dakota Department of Public Safety, Wildland Fire Division agreement signed March 17, 2025, will take effect for incident command operations site at the Event Complex. The event would be canceled, and fees and deposits would be returned. \*\***

**\*\* Disclaimer: During Youth Sports seasons, Event Complex renters may need to share or relinquish parking spaces during games. Sporting events are set by third-party entities, and the City prioritizes youth and community activities. \*\***

The City of Deadwood has contracted with the Deadwood Chamber of Commerce and Visitors Bureau for the management and coordination of the Deadwood Event Complex. As an applicant for rental and use of any portion of the Deadwood Event Complex, you are required to contact the Chamber for coordination and assistance in the submittal of this application to the City. The Chamber can be contacted at the following address:

Deadwood Chamber of Commerce  
501 Main Street  
Deadwood, SD 57732  
605-578-1876



Outdoor Event Complex  
Deadwood, SD 57732

## Deadwood Event Complex Rental and Use Agreement

Event Name: City of Deadwood Easter Egg Hunt 2026

**Contact Information:**

Name of Applicant: Jeremy Russell

Business/Organization: City of Deadwood/Elks 0508/Saloon #10

Mailing Address: 105 Sherman Street

City, State Zip: Deadwood, SD 57732

Business Phone: 605-578-3729 Cell Phone: 614-507-1505

Email Address: jeramy@cityofdeadwood.com

**Dates Event Complex requested:**

Set up Date(s): March 28 Hour(s): 0900

Event Date(s): March 28 Hour(s): 1000

Clean-up Date(s): March 28 Hour(s): 1200

Approximate number of people who will attend: 250

I am applying to use the:  
(Please check property requested)

- Ticket Booth
- Main Grandstand Concession
- Main Grandstand Restrooms
- Crow's Nest
- VIP Grandstand
- Arena and Corral Areas
- Main Grandstand Seating
- Parking Lots
- Baseball Field(s)
- Baseball Field(s) Restrooms
- Safety Barriers
- Ferguson Field
- Ferguson Field Restrooms

Office use Only

- Key #
- Key #
- Key #
- Key #

- Jersey Barriers
- Open Container
- Pyrotechnics
- Water Usage

# Deadwood Event Complex Rental and Use Agreement

**Renter Type:**     For-Profit     Private     Non-Profit     Government

(Check One)            *Categories above defined in the Complex Guidelines and Information Sheet*

**Rental Fees:**

	Event Complex Facilities	Parking Lots Only	Baseball Fields Only
<b>Private</b>	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
<b>Non-Profit</b>	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
<b>For Profit</b>	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	\$500 / Day	\$400 / Day	\$300 / Day
<b>Government Agencies</b>	No charge	No charge	No charge

**Ticketed Events:**

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge for each ticket sold or pay the facility use fee. Surcharge includes 1 day of setup and event days. Events requiring additional set up/tear down days will be charged half the daily rental rate. The City of Deadwood has a ticket surcharge, which is set and amended by resolution. The City Of Deadwood reserves the right to apply the rental fees regardless of the ticket surcharge.

**Rental Fees subject to change. Fees and deposits waived for Lead Deadwood School Activities.**

**Damage Deposit (Refundable):** \$1,250.00 minimum (no alcohol) or \$2,500.00 minimum (serving alcohol), **WHICH INCLUDES A \$250.00 NON-REFUNDABLE ADMINISTRATIVE FEE.**

There will be an additional fee of half of the Event Complex Rental rate fee taken out of the deposit if anyone arrives prior to the set up date and time.

**Key Deposit (One Key or All Keys) (Refundable):** \$100.00

A cleaning/trash removal fee (Non-Refundable) of \$250.00 PER DAY applies for Event Complex. If additional bathrooms at Ferguson Field or the Ball Bark are needed, a fee of \$125.00 per day for each location applies.

**A Streaming Fee of \$200.00 PER DAY applies IF USED.**

**Tent Rental, which is set and amended by resolution:**

- 10' by 10' Set up and take down.....\$200.00
- 20' by 30' Set up and take down.....\$400.00
- 20' by 40' Set up and take down.....\$600.00

**Water Usage Fee of \$50.00 per event IF USED.**

## Acknowledgement of Use Rules and Regulations

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1. The user assumes responsibility for damage to the rented building(s) and/or area(s) and its amenities during the time of usage, including any time rented for set-up and clean-up. Any property damaged beyond normal wear and tear may be replaced or repaired at the option of City of Deadwood at the user's expense. Liability will be the actual repair or replacement cost and will not be limited to the damage & cleaning deposit.

Initials JR

2. In the event there is damage to the Event Complex or its amenities, City of Deadwood or its appointed agent will notify the undersigned user of the nature and extent of the damage. City of Deadwood will provide an appraisal of the repair or replacement within 30 days of the event. Refund will be discussed at the next event committee meeting, which is the last Thursday of each month. If approved, refund will be issued after the City Commission meeting on the 1<sup>st</sup> or 3<sup>rd</sup> Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials JR

3. The user agrees to leave the building and grounds in as good or better condition at the end of the event. Any additional clean-up required after the event will be billed to the user at a rate of \$150.00/hour/employee

Initials JR

4. A concessionaire is provided for approved special events at the Deadwood Event Complex based on the size of the event and the needs of the event organizer. The concessionaire has a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$250) dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.

Initials JR

5. The user is responsible for removal of trash and placing it in a dedicated area. All trash must be bagged.

Initials JR

6. I understand and agree: (Please Check Box for your Acknowledgement)

- The person in charge of the event must be in attendance at all times during the event. I have read & signed the Alcohol Policy form.
- All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Event Complex or enter other buildings.
- The person in charge must keep the guests off the Football Field unless granted permission to use from the Deadwood City Commission for the event.
- Smoking on City property, including the Event Complex, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette on any City property.
- If the fire alarms sound, the person in charge will instruct all guests to evacuate to a safe distance outside the building(s) until such time as the Fire Department allows re-entry.

# Insurance and Liability

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## Overview:

When city facilities are used by the general public for special events which pose a high risk of injury (e.g. outdoor recreational activities or athletic events), a signed Waiver of Liability, Indemnification, and Medical Release should be required of each participant.

The waiver form should not be significantly modified. It has been written to comply with a 1994 Supreme Court decision, which stated:

- Pre-injury releases are much more likely to be deemed valid and enforceable when they are written on a separate document--that is, not imbedded in an application, rental agreement or sign-up sheet;
- Unless the intention of the parties is expressed in unmistakable language, an exculpatory clause will not be deemed to insulate a party from liability for his own negligent acts...what the law demands is that such provisions be clear and coherent; and
- The more inherently dangerous or risky the recreational activity, the more likely that an anticipatory release will be held valid.

The form can and should be modified to specifically identify the activity involved. In the case of a particularly dangerous activity, the level of risk involved should also be stated. For example, it may not be sufficient to name the activity "motorcycle stunts." The release form should specify the level of difficulty of the stunts.

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## NOTE:

*High risk activities warrant the use of either a Facilities Use Agreement which requires the user to carry liability coverage, or participant liability waivers, or both. The process of determining when to require insurance of the user and/or when to require signed waivers of participants can be a difficult one. Unfortunately, with the wide variety of activities, events and facilities across City government, there is no way to establish a standard policy to specifically address all cases. **Please contact the City of Deadwood's Safety Director for guidance at 605-578-2082.***

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The following pages include:

- Facilities Use Agreement Indemnification and Insurance Clause
- Event Sponsor Release and Indemnification Agreement
- Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment
- Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment for Minor(s)

# Event Sponsor – Release and Indemnification Agreement

***This is a Release of Liability Indemnification Agreement. Special Events Holder must read carefully before signing.***

In consideration for being permitted to engage in the following special event activities on Deadwood property (describe in detail):

We are requesting to hold the City of Deadwood Easter Egg Hunt at Ferguson Field this year.

Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that the above described activities may be dangerous and do or may involve risks of injury, loss of damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

We understand and also believe that holding the hunt at Ferguson Field will be a far safer location than Gordon Park. Kids and Parents will not have to cross a busy street.

Initials jr

- B. If required by this paragraph, we agree to require each participant in our special event to execute a RELEASE AND INDEMNIFICATION AGREEMENT for ourselves and for Deadwood, on a form approved by Deadwood. Contact Deadwood Parks, Recreations and Events Director for determination: 605-578-2082.

Participant Release and Indemnification required? YES \_\_\_\_\_ NO X

Initials jr

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to Deadwood, for the duration of the above described activities.

Initials jr

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risk of injury, loss or damage to us or any other related third party arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials jr

# Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment

By my signature below, I acknowledge that I am aware of, appreciate the character of, and voluntarily assume the risks involved in participating in:

By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:

1. Waive any claim or cause of action against and release from liability the City of Deadwood, its officers, employees, and agents for any liability for injuries to my person or property resulting from my participation in the activity listed above;
2. Agree to indemnify and hold harmless the City of Deadwood, its officers, employees and agents for any claims, causes of action, or liability to any other person arising from my participation in the activity listed above; and
3. Consent to receive any medical treatment deemed advisable during my participation in the activity listed above.

I have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment, and fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and indent my signature to be complete and unconditional release of liability to the greatest extend allowed by law.

Name: Jeremy Russell Date of Birth: 8-15-79

Address: 105 Sherman Street  
Deadwood, SD 57732

Signature:  Date: 2-19-26

## City of Deadwood Building Rental Rules

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\*Building Rental Rules only apply if the event is utilizing the grandstands, crow's nest, or ticket booth.

In addition to the rental agreement, the following rules are in force:

- No fog machine or similar device may be used in the buildings as they will set off the smoke alarms.
- No alcohol is allowed on any portion of the Event Complex unless consent has been given by City of Deadwood, and the Alcohol Policy has been signed and approved.
- No nails, staples, or tacks to be put on any City property. Painter's tape (low adhesive) is allowed.
- All decorations must be flame retardant in accordance with fire code.
- All exit lights must remain uncovered and visible.
- Handicapped area in the main grandstands must remain clear, no standing or blocking the walkway.
- No smoking is allowed on any city property, except designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette or other smoking equipment on city property.
- At 10:00 p.m., music must be shut off or turned down so it cannot be heard outside of the Event Complex.
- Propane usage allowed with City of Deadwood's prior consent.
- Clean up after your event, including but not limited to:
  - Sweep floors & mop spills and wipe down countertops
  - Empty trash in building & dispose of in receptacles outside
  - Take down any and all decorations and remove tape
  - Pick up trash within the entire Event Complex
- Deposit will be returned after the Event Complex is inspected. The deposit is available for return after the inspection and no deficiencies have been reported.

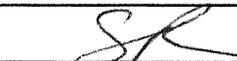
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**I have read and understand these rules.**

Organization: City of Deadwood

Name: Jeremy Russell

Title: DRAC

Signature: 

Date: 2-19-26

## **Responsibilities to and of the Concessionaire**

- A. The Concessionaire shall sell quality food and beverages; schedule and provide full maintenance of the concession premises; employ, train, and supervise personnel with appropriate qualifications and experience to assist in such functions; perform or supervise employees in the performance of all other tasks related to the operation, maintenance of the concession premises; and pay for and obtain all licenses and permits necessary for the operation of the concessions granted. The Concessionaire may offer the sale of additional items from the Concession Premises but shall be limited to food and beverage and approved by the Deadwood City Commission.
- B. The Concessionaire shall not sell any alcohol. Alcohol during events held at the Deadwood Event Complex is the sole responsibility of the Event Organizer. The event organizer will have access to the coolers and the outside bars in the facility.
- C. Concessionaire shall at its own expense, at all times, keep the Concession Premises and areas within twenty-five (25) feet thereto in a neat, clean, safe, and sanitary condition; and keep the glass of all windows and doors serving such areas clean and presentable. Concessionaire shall furnish all cleaning supplies and materials needed to operate such areas in the manner prescribed in this agreement; Concessionaire shall provide or perform all necessary janitorial service to adequately maintain the inside and outside of such areas including concession seating. Concessionaire shall be responsible for keeping the areas within twenty-five (25) feet of the perimeter of such areas free of litter and clean of spills resulting from concession operations. The concessionaire shall be obligated to maintain a regular cleaning schedule, as well as a regular extermination service schedule.
- D. Garbage collection within the concession premises and within twenty-five (25) feet of the premises shall be maintained by the Concessionaire and disposed into a dumpster provided by the Event Organizer. The Concessionaire shall **NOT** pay for garbage service during events.
- E. Concessionaire shall be open for business during all special events approved by City Commission where the concession service is requested for the Deadwood Event Complex. The hours of operation of the concession premises shall coincide with the hours of the event scheduled and the hours of operation shall be coordinated between the Concessionaire and the Event Organizer.

A component of the facility use agreement is a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$250) dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.

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**I have read and understand the responsibilities to and of the concessionaire as they relate to the rental agreement and the use of the Deadwood Event Complex.**

Organization: City of Deadwood

Name: Jeremy Russell

Title: Drac

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



Date: 2-19-26

# Liability Insurance

Liability Insurance coverage is required if you plan to sell alcoholic beverages at your event or facilities rental.

Name of Insurance Company: City of Deadwood  
Agent's Name: Jessicca Mckeown Policy Type: \_\_\_\_\_  
Phone: 605-578-2600 Policy No.: \_\_\_\_\_  
Address: 102 Sherman Street, Deadwood SD 57732

Please obtain the required insurance and mail an original insurance certificate to:

City of Deadwood  
Attn: Finance Office  
102 Sherman Street  
Deadwood, SD 57732.

## Event Complex Sign and Banner Policy

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1. Approved events proposed for the Deadwood Event Complex are exempt from Chapter 15.32 Signs of the City of Deadwood Code for all signage and banners located within the event venue. Any proposed banners or signs on the outside of the perimeter fencing will be subject to permitting and the process for approval as part of Deadwood Codified Ordinance Chapter 15.32
  2. All signage and banners may be installed at the beginning of the approved rental time and shall be removed within 24 hours of completion of the event. City Staff will remove banners remaining beyond the time for removal at a cost of \$150.00 per hour per person.
  3. The City Planner and the Building Inspector shall approve any proposed signage proposed outside of the venue near the primary entrance to the Event Complex prior to the event. Signage proposed for way finding or entrance signage between Highway 14A/85 and Crescent Street may require South Dakota Department of Transportation and/or Deadwood Planning and Zoning Commission approval, proper timing and planning will be required and is important in regards to approval of signage outside of the Event Complex.
  4. The installation of all signage and banners shall be presented to the City of Deadwood prior to installation to prevent damage to City Property and to ensure compliance to the City of Deadwood Codified Ordinance Chapter 15.32. Attach a written plan with quantities, sizes, and locations of all signs and banners.
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**I have read the Sign and Banner Policy for the City of Deadwood Event Complex, fully understand its terms, understand that I shall abide by Deadwood Codified Ordinance 15.32, and have signed it freely and voluntarily.**

Organization: City of Deadwood

Name: Jeremy Russell

Title: DRAC

Signature: 

Date: 2-19-2026

### Police Department

- Parade Escort for parades directly related to the event.
- If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-Of-Way.  
[https://www.state.sd.us/eforms/secure/eforms/S\\_E0903v1\\_PermitToOccupyROW.pdf](https://www.state.sd.us/eforms/secure/eforms/S_E0903v1_PermitToOccupyROW.pdf)
- Traffic Control related to exiting of patrons at the intersection of Seventy-Six Drive and Highway 85/14A. This service shall be determined in advance if needed.

### **Equipment and Services upon Request and Availability with Cost (NOT Included in Rental Fees)**

#### Public Works Department

- Fire hydrants will NOT be available for event usage at any time and shall be kept clear for access in case of emergency.
- Additional services not specifically listed below shall be considered, evaluated, and determined if the City will provide the service. If the service can be provided a cost, if required, will be determined in writing prior to the event.

#### Arena prep work including:

- Additional grading, scarifying, compacting the Arena Surface after set-up of the event
- Pumping of water from the Arena Area
- Additional Dirt or Sand for the Arena
- Fence panel installation and tear down
- Snow removal from or hauling snow into event complex
- Water – Bulk amounts of water used for dust control, snowmaking, etc.

#### General Event Complex Services:

- Garbage pick-up
- Costs for emptying City dumpsters if utilized
- Clean up of animal droppings during events

#### Equipment/Machinery with a City Employee Operator ONLY:

- Motor grader
- Loader
- Dump Truck
- Skid Steer / Bobcat
- Sweeper (Large or Small)
- Bucket Truck
- Water Tank Truck

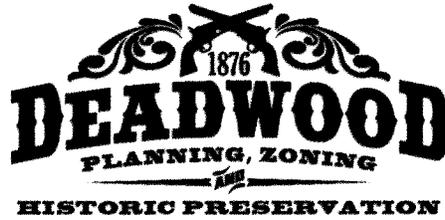
### Police Department

- Traffic Control – Any traffic control assistance beyond what is provided with the use of the facility
- Security Services – Security services shall be a request to the Chief of Police and the availability of personnel may prohibit this service from being provided.

### Fire Department

- On-site Staff and/or equipment: If the approved event requires Fire Department staff and/or equipment to be on-site due to the nature of the event.

Return this form to the  
Planning and Zoning Office  
By email:  
[leah@cityofdeadwood.com](mailto:leah@cityofdeadwood.com)  
By mail:  
108 Sherman Street,  
Deadwood, SD 57732



Questions? Contact the  
Planning and Zoning Office  
(605) 578-2082 or  
[leah@cityofdeadwood.com](mailto:leah@cityofdeadwood.com)

## Monthly Vending Report

### Convention Center, Event Complex, Outlaw Square

Complete one (1) report for each event.

Report is due on the 15<sup>th</sup> of every month for any event scheduled to occur the following month.

Municipal Code 5.28.060 (C): Monthly vending reports shall be submitted by convention center vending, including Outlaw Square and Event Complex, to the Planning and Zoning Office. The report shall list event and vendor information for any event scheduled to occur the following month. Reports shall be submitted by the 15<sup>th</sup> of each month. Reports are to be submitted even if no upcoming event is planned for the following month. Failure to submit monthly reports could risk future event approval(s) and/or reissuance of liquor license. Approved vendors will be subject to periodic checks by the Zoning Administrator and/or his/her designee to ensure all information required by the City of Deadwood is being provided.

Report Date: \_\_\_\_\_ Event Date: \_\_\_\_\_

Name of Person Completing Form: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

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

Check here if no event is scheduled for next month:

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

Event Location: \_\_\_\_\_

N/A

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**Monthly Vending Report – Additional Sheet**

**Report Date:** \_\_\_\_\_ **Page** \_\_\_\_\_ **of** \_\_\_\_\_

**Event Name:** \_\_\_\_\_ **Event Date:** \_\_\_\_\_

**Event Location:** \_\_\_\_\_

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**Vendor Name:** \_\_\_\_\_

**Vendor Phone:** \_\_\_\_\_

**Vendor Email:** \_\_\_\_\_

**SDDOR Sales Tax License Number:** \_\_\_\_\_

**Goods or services being sold:** \_\_\_\_\_

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**Vendor Name:** \_\_\_\_\_

**Vendor Phone:** \_\_\_\_\_

**Vendor Email:** \_\_\_\_\_

**SDDOR Sales Tax License Number:** \_\_\_\_\_

**Goods or services being sold:** \_\_\_\_\_

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**Vendor Name:** \_\_\_\_\_

**Vendor Phone:** \_\_\_\_\_

**Vendor Email:** \_\_\_\_\_

**SDDOR Sales Tax License Number:** \_\_\_\_\_

**Goods or services being sold:** \_\_\_\_\_

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