

**INDIAN SPRINGS
FACILITY USE AGREEMENT**

1. Rental rates per day are as follows: (tax included)
May – September
 Full Day (6:00am to 10:00pm) = \$140.00
 Half Day (6:00am-3:00pm **or**
 3:00pm-10:00pm) = \$75.00
 Security Deposit = \$50.00
 Brown Bag Permit = \$25.00/Day
2. 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
3. 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.
4. The Security Deposit may be fully or partially withheld for any of the following reasons:
 - a. Damage to facility, equipment, or surrounding area.
 - b. Renter fails to clean area to reasonable standards.
 - c. Renter use exceeded time frame reserved.
 - d. Misuse of City facility.
 - e. Staff time for removal of items left in facility and/or storage of said items.
 - f. 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.
 - g. Misrepresentation of the type of event held, or group/individual actually using the facility.
5. 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.)
6. 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.
7. The Renter shall abide by all local ordinances as well as state and federal laws.
8. 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.
9. **Cancellation Policy:** If the Renter cancels at least 30-days prior to the rental date, 100% of the paid rental fee is refundable. If the Renter cancels less than 30-days from the rental date, rental fee is non-refundable. The entire cleaning/damage deposit amount will be refunded if there is a cancellation.

I have received, read, understand, and will comply with the provisions of this Facility Use Agreement, and that this Agreement is not approved until execution by the City.

Signature: _____ Date: _____ City Employee: _____

FILL OUT THE FOLLOWING IF ALCOHOL WILL BE PRESENT DURING YOUR RENTAL

Insurance/Renter's Information:

Name of Policy Holder _____ Insurance Company _____

Policy Effective Dates _____ Policy # _____

HOLD HARMLESS AGREEMENT

(I,) or (we) _____ hereby agree to indemnify and hold harmless the City of Spearfish and its agents, employees and volunteers from any and all losses, expenses, damages, demands and claims in connection with or arising out of any injury or alleged injury to any persons (including death), or damage or alleged damage to personal or real property, sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the use of (i.e.) rental or use of City property.

(Identify herein the purpose of this agreement)

In any manner, including but not limited to the interest in or use of the property listed above, in any manner or fashion; and further (I,) (we) agree to defend any suit or action brought against the City, it's agents, employees or volunteers, or any of them, based upon such alleged injury or damage and to pay any and all damages, costs and expenses, including attorney's fees in connection therewith or resulting therefrom.

Dated this _____ day of _____, 20_____.

_____ (Please print)
Person(s)/Business/Organization

(Signature) Representative