

**CITY OF STURGIS
FACILITY USE AGREEMENT**

The parties to this agreement are the municipality City of Sturgis, South Dakota (“CITY”), and _____ (“LESSEE”). The City of Sturgis is the sole owner and operator of the Sturgis Community Center, located at 1401 Lazelle Street, Sturgis, SD 57785 (“FACILITY”).

This User Agreement (“AGREEMENT”) also includes a *Exhibit A: Event Information Sheet*.

The parties desire to enter into this Agreement for use of the Leased Areas of this Facility upon the terms and conditions hereinafter set forth.

LESSEE INFORMATION:

Lessee represents that its legal name, authorized representative, corporate address, and contact information are as follows:

Legal Name: _____
 For Profit [] *Non-Profit* [] *Public* [] *Local Resident* [] *Non-Sturgis Resident* []
Authorized Representative(s): _____
Mailing Address: _____
Telephone: _____ Fax: _____
Email: _____
Federal Tax ID (if applicable): _____

The above-listed authorized representative has the proper authority to make application for the named organization and as their representative agrees that the organization will observe all rules and regulations listed herein.

First-time lessees will provide a copy of tax-exempt designation under Section 501(c)3 of the United States Internal Revenue Code.

LEASED PREMISES:

The Lessee hereby leases from the City the Facility’s space(s) (“LEASED PREMISES”) identified in *Exhibit A* attached to this lease. Scheduling is provided on a first come, first serve basis. The Lessee is granted exclusive use of the Leased Premise is only granted for the period of time starting one hour before extending through the Event until one hour after the Event(s). Use of the Leased Premise for rehearsal, practice, storage, or non-Event preparations will not be exclusive and the City reserves the right to schedule other Events as permitted by space.

Exhibit A must be submitted a minimum of ten (10) days prior to the Event. Upon execution of the lease by both parties, the Lessee agrees to pay a reservation deposit equal to 50% of the estimated costs and shall pay in full all estimated rental costs, deposits and fees at least ten (10) business days prior to the Event. In the situation that plans for an Event are revised, the parties shall prepare a revised Exhibit A and both parties shall accept in writing the revised Exhibit A. Lessee shall pay promptly any additional associated costs.

Prior to occupying the Leased Premise, it is the Lessee’s responsibility to notify the City in writing of any damage, deficiency or similar problems observed by the Lessee, either in the premise or on the grounds, in order that such might not be attributable to the Lessee in the course of occupancy.

USE OF SPACE, SET-UP & TEAR DOWN:

The City agrees to provide all services, Leased Premise, supplies, equipment, and/or staff labor listed in Exhibit A. A room diagram along with setup specifications for the Leased Premise will be contained in Exhibit A. Set-up and tear down activities will be conducted within the time frame prescribed in Exhibit A. Any changes to set-up specifications must be done at least twenty-four (24) hours prior to the Event’s start time and must be submitted in writing on a revised Exhibit A. The City will deny such requests on the basis of availability of sufficient supplies, equipment and/or staffing.

Tables, chairs, and other obstructions are not permitted to be placed in such a way as to block emergency exits or to hinder entering or exiting the Leased Premise. The City staff will set up chairs, tables, podium, etc. as approved in Exhibit A.

Nails, screws and any other style fixture may not be driven into or applied to the walls, woodwork, floors, or ceilings. Decorations shall not be taped to a painted surface other than cinder block walls. No powders or substances of any kind shall be put on or applied to the floors.

Lessee shall not bring or permit anyone to bring into the Facility nor keep therein, any material that will increase the fire hazard or rate of insurance on the premises or on any property therein.

Tear down shall include the removal of all decorations, trash, Lessee's private property and other property that is not the City's. No City property may be removed from the building. The Lessee will be charged the replacement cost for any City equipment that is missing or damaged at the end of the Lease.

TERMINATION OF LEASE:

In the Event the premises covered by this Agreement, or the building of which such premises are a part be destroyed or damaged by fire or any other cause, or, if other causality or unforeseen occurrence shall render the fulfillment of this Lease by the City impossible, then the term of the Agreement shall end and the Lessee shall be liable to pay rent only up to the time of such termination, and the Lessee hereby waives and releases any claim for damages or compensation on account of such termination. Lessee agrees that the City may terminate this entire Agreement at any time prior to payment in full by Lessee of the agreed rent. Unless such termination be by reason of breach or default on the part of the Lessee, the Lessee shall thereupon become entitled to have refunded such amount as the Lessee has paid this rent under this Agreement. It is expressly understood that failure on Lessee's part to pay the agreed rent or to make deposit as security against damage of the premises or to deposit a furnished policy of public liability insurance within the time herein stipulated, shall entitle the City to terminate this entire Agreement and to hold any such funds paid as City's liquidated damages and not as penalty.

ACCESS:

Lessee shall have independent access to the Leased Premise as outlined in Exhibit A so long as it is during normal operating hours. Should any Event start or end at times outside the normal operating hours of the Facility, prior approval must be contained in the language of Exhibit A. An additional fee will be charged for the occupancy of the Leased Premise outside the times stipulated in Exhibit A. Lessee will be charged costs to staff Facility in order to provide Lessee with access to Facility outside of normal operating hours. Lessee agrees that there will be at least one adult supervisor per 15 students or children under the age of 18. Coed groups are required to have coed supervisors. Supervisors will be responsible for enforcing the operating rules of this Agreement. Supervisors are responsible for keeping participants out of areas the Lessee has not leased. Supervisors will be indicated on Exhibit A.

Abusive language is not permitted in the Leased Area, the Facility and the grounds.

Attire appropriate for the activity must be worn in the Leased Area, the Facility and the grounds. No dark soled shoes are allowed in the gymnasium or racquetball courts. Cover-ups are required over bathing suits outside of the Pool and Locker Rooms.

BOX OFFICE:

The City does not provide box office support for Events. The City will not sell tickets to Event.

SALES:

If Lessee plans to conduct sales in association with this Event, it is the Lessee's responsibility to determine and meet any tax levies as required. Likewise it is the Lessee's responsibility to obtain any licenses as needed prior to use. The Lessee shall provide the City a revenue report following the Event.

The Lessee shall provide an accounting to the City Finance Office within fifteen (15) days of the conclusion of the Event to include both ticket gate sales and revenue, and all concession sales revenue, as well any expenses Lessee chooses to report.

CUSTODIAL, TECHNICAL PERSONNEL & FACILITY STAFFING:

The City shall provide general Facility staffing as well as general custodial support during normal operating hours. General custodial support shall include cleaning restroom facilities, spills clean-up, and emptying trash receptacles as suitable for the number of persons attending the Event being sponsored by the Lessee. All equipment (including lighting, sound, projection and fly systems) must be operated by trained City technical personnel unless otherwise approved in Exhibit A. In the Event that additional staffing, lighting, sound or other equipment is required, the Lessee shall be responsible for all associated costs.

LIABILITY:

Lessee indemnifies and holds harmless and free from liability the City and the City's elected officials, officers, employees, volunteers, and agents, while acting as such, from and against any and all claims for damages, demands, costs, losses, liabilities, or expenses which the Lessee shall become obligated to pay by reason of liability imposed by law because of injury to property

or injury to or death of persons suffered by reason of any act, omission, or negligence of Lessee or arising from any accident of injury in connection with or attributable to the use or occupation of the Leased Premise or Facility by Lessee.

Lessee shall be financially responsible for any and all damage to Facility, Leased Premises, equipment, and grounds as a result of Lessee's occupancy, use and/or conduct of its persons on the premises in connection with the Lessee's Event(s), whether caused by misuse, neglect, or accident. Lessee shall reimburse the City in full for the expense of such damage. This includes excessive clean-up.

Lessee shall be financially responsible for any accidents occurring to its persons or its attendees as a result of their preparation for or attendance at Lessee's Event(s).

The City may require, in its sole discretion, that each participant and/or contestant in this Event sign a liability waiver which shall absolve the Lessee and the City from any and all liability for any injury occurred on the premises during the lease term. The Lessee shall provide to the City copies of all releases for each contestant prior to the beginning of the Event taking place on the leased premises.

The City assumes no responsibility for (i) loss or damage to any property placed on the premises by the Lessee; (ii) loss or damage to any property or personal effects, including motor vehicles and their contents of the Lessee, its members, employees, agents, participants, guests or attendees; and/or (iii) Royalties or costs associated with any production or Event. Such release should be incorporated into the tickets or entrance passes provided to participants.

Deposits shall be returned to the Lessee within fifteen (15) days after the end of the lease term, provided that the Lessee has cleaned the lease premises within forty-eight (48) hours after the end of the lease term, left the Leased Premise in the same condition as it was at the beginning of the lease term (ordinary wear and tear excepted) and provided the City with the Event summary. The deposit shall be available to the City to be used to pay the cost of any damage done to the premises by Lessee, its guests or invitees.

INSURANCE

The Lessee is required to provide or purchase liability insurance, which shall cover all operations and activities held in the Leased Premises and/or at the Facility's premises during the term of the lease. The liability insurance policy shall be with a reputable insurance company licensed to do business in the State of South Dakota, and shall be in the minimum amount of \$50,000.00 property damage, \$500,000.00 personal injury per person, with an aggregate of at least \$1,000,000.00, or a combined single limit of \$1,000,000.00. The following shall be listed as additional insured on said policy: *"City of Sturgis, SD and its elected officials, officers, agents, employees, volunteers, and agents"*.

Said policy of insurance must be provided to the City for review at least ten (10) days before the beginning of the lease term and must be approved by the Lessee and by the Sturgis City Attorney. The City reserves the right to cancel Event and retain any monies paid if the certificate of liability insurance is not provided consistent with this section.

SECURITY SERVICES & PUBLIC SAFETY:

The City reserves the right, at its sole discretion, to require security services and to charge Lessee accordingly. If the Lessee requires security services, the Lessee will request such services in Exhibit A and the City shall provide such services. The Lessee will be charged accordingly. Likewise, in rare circumstances, the City may require Lessee to contact emergency medical services and/or an ambulance to be present during the Event. Such requirements will be outlined in Exhibit A and subject to City approval.

EVENT MARKETING:

The City may publish information regarding the Event, its schedule, and its promoters on the official City website, unless the Lessee expressly requests the City not do so. The City agrees to post all flyers and/or announcements supplied by the Lessee within the Facility in accordance with posting policies.

CONCESSIONS AND FOOD:

The operation of concessions shall be the sole responsibility of the City and all profits from concessions accrue to the City.

With prior request through Exhibit A, Lessee may provide snack and meals to their group only. Lessee is prohibited from offering such to other groups or the public. Groups not using a professional caterer shall be required to follow all applicable food preparation regulations. Groups using a professional caterer shall provide documentation of caterer's insurance coverage. All on-site food preparation must be done in the kitchen. Dispensing and consumption of food and/or beverages will be confined to Leased Premise with exception of the Theater. Food and drink are prohibited in the Theater.

ALCOHOL:

Use of alcohol is prohibited at the Facility and on the grounds without approval through a Special Events License. Such intent shall be indicated in Exhibit A. Tobacco products are prohibited at the Facility and on the grounds, except in designated areas, at all times.

PROHIBITED CONDUCT:

The Lessee shall not conduct any activity or any Event at the Facility which shall violate any statutes, regulations, or ordinances of the United States Government, State of South Dakota, County of Meade or the City of Sturgis. The City staff reserves the right to control all activities and to eject any person(s) disregarding the rules and regulations of the Facility. In such case, there will be no refund of fees.

UTILITIES:

If Lessee requires the use of any special utilities at the Facility for its Event, it shall inform the City of such need on the Exhibit A. The Lessee shall arrange for the utilities to be installed and any hook-up fees, utility expense and demand charges incurred shall be the sole responsibility of the Lessee. If Lessee does not pay the utility bills, the amount due may be deducted from the clean-up deposit.

ASSIGNMENT:

No sublet shall be initiated by the Lessee without first obtaining the written consent of the City, which the City shall be free to withhold at its sole discretion.

SUCCESSION:

Subject to the above-stated limitations on transfers of Lessee’s interest, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

AMENDMENTS:

This Agreement may not be amended or modified except through a revised Schedule A signed and approved by both parties.

AUTHORIZATION:

The Authorized Representative signing this Agreement on behalf of the Lessee represents and warrants that he or she, without exception or conditions, has all the requisite power and is duly authorized to sign this Agreement on behalf of the Lessee and to legally bind and obligate the Lessee thereof.

The parties to this Agreement which includes signed Schedules A and B agree to enter into this Agreement for use of the Leased Areas of this Facility upon the terms and conditions set forth above.

CITY OF STURGIS

Lessee: _____

DIRECTOR

AUTHORIZED REPRESENTATIVE

Date _____

Date _____



EXHIBIT A: EVENT INFORMATION SHEET
STURGIS COMMUNITY CENTER / AUDITORIUM (ARMORY)

Lessee: _____

Event Information:

Event Name: _____
 Event Date(s): _____
 Event Time(s): _____

General Description of Event: _____

Is this Event open to the public? [] Yes [] No
Include Event information on City's website? [] Yes [] No
Do you need banners or signage hung? [] Yes [] No *If yes, where?* _____
Is your Event suitable for children? [] Yes [] No

Estimated Attendance: _____

Set-up Information:

Set-up Date(s): _____
 Set-up Time(s): _____
 Date & Time of Technical/Sound Check, if any: _____
 Is Access outside of normal Facility hours required for Event? [] No [] Yes *(Additional costs will apply)*

Leased Area(s): *See Room Rental Fee Sheet for current rental costs.*

<input type="checkbox"/> THEATER (Includes stage, dressing rooms, theater lobby, and backstage storage areas)	<input type="checkbox"/> RAQUETBALL COURT
<input type="checkbox"/> MEADE ROOM	<input type="checkbox"/> WEST OUTDOOR GRASS AREA
<input type="checkbox"/> MULTI PURPOSE ROOM (Gym)	<input type="checkbox"/> FRONT PARKING LOT
<input type="checkbox"/> Half MULTI PURPOSE ROOM (Gym)	<input type="checkbox"/> BACK PARKING LOT
<input type="checkbox"/> KITCHEN	<input type="checkbox"/> AUDITORIUM (ARMORY)
<input type="checkbox"/> LOBBY	<input type="checkbox"/> KITCHEN
<input type="checkbox"/> POOL <i>(Note: Locker Rooms are not available for exclusive lease.)</i>	

Food and Drink:

Are you requesting to serve food and/or non-alcoholic drink be served? [] Yes [] No
 If yes, will a caterer be used? [] Yes [] No
 Caterer Name: _____
 Caterer's proof of Liability Insurance Coverage attached? [] Yes [] No
 If no, estimated date of delivery: _____

Alcohol:

Are you requesting that alcohol be served? [] Yes [] No
If yes, Special Events License will be required to serve beer, wine and/or alcohol.
 Who has applied for the Special Events License? _____
 Date of approval by Sturgis City Council? _____

Equipment & Supply Needs: *Equipment is provided to Events on a first come, first serve basis.*

Item	# Requested	Any additional information about this request?
Tables		
Chairs		
Podium		
Coat Rack		
Easel		
Piano		
Flags (US & SD)		
Coffee		
Sound System (gym)		
Sound System (tabletop)		
TV/VCR		
Projector		
Risers/Stage (4x8)		
Other		

Note: There is no wifi available in the Theater.

Other equipment or supply needs? _____

Insurance:

Proof of Liability Insurance Coverage Attached? Yes No
 If no, estimated date of delivery: _____

Please list the adult supervisor(s) who will be onsite during the Event.

Cost Estimates

Description	Estimate	Final (Actual)	Comments
Facility Rental Fees			
Applicable Set-up / Tear Down Fees			
Applicable Technical, Custodial, or Access Fees			
Equipment/Supplies Rental Fees			
Other Miscellaneous Costs			
Deposit(s) <i>50% due upon lease. 50% due 10 days prior to the event.</i>			
Total			

CITY OF STURGIS

Lessee: _____

 DIRECTOR

 AUTHORIZED REPRESENTATIVE

Date _____

Date _____