

## Davison County Meeting Hall & Activities Center Rental Rates & Policies

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

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

Address: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell \_\_\_\_\_

Dates requested: \_\_\_\_\_

Other items needed: \_\_\_\_\_

### Scheduling Procedures

**Scheduling** Scheduling of the facility by all parties, including County Staff, will be done through the Davison County Fairgrounds Office.

**Scheduling dates & times will be done on a first come, first served basis.**

Contact with this office may be made Monday - Friday, 8a.m. - 5p.m. [and excluding official County holidays] at:

Davison County Office Phone 605-995-8611 or 605-995-8608, Office Fax 605-995-8618  
 or e-mail address: [fairgrounds@davisoncounty.org](mailto:fairgrounds@davisoncounty.org)  
 web-site: [www.davisoncounty.org](http://www.davisoncounty.org) - to see photos

**Scheduling Fee** 25% of the rent for the desired date and time will be due upon scheduling of the date. No scheduling will be done until this fee is received. This fee will guarantee the date and time requested. This is a non-refundable charge if the event is cancelled after being scheduled.

**Rent** Balance of the rent (75%) will be due at the time of key pick up for the scheduled event. The rent may be dropped off or mailed to: **Davison County Treasurer, 200 E 4<sup>th</sup> Ave, Mitchell, SD 57301**

**NOTE: Requests will not be processed until Scheduling Fees are received!**

		Half Day	Full Day		Total Charge
Classroom A		\$175	\$300		\$
Classroom B		\$125	\$200		\$
V-Tel Room		\$100	\$175		\$
Kitchen		\$100	\$200		\$
Entire Activity Center		\$300	\$450		\$
Entire Facility		\$650	\$1200		\$
Linen Fees- white table clothes	\$1.00 @				\$
Tables & Chairs Setup (if not performed by renter)	Up to 200 people \$125.00 over 200 \$250.00	Tables Needed	Chairs Needed		\$
Tables & Chairs Teardown (if not performed by renter)	Up to 200 people \$125.00 Over 200 \$250.00				\$
	<b>TOTAL RENTAL CHARGE</b>				\$

Wireless Internet is available. The use of tables and chairs is included in the rental price.

**Set up and tear down of tables and chairs is an additional charge.**

**Additional Charges**

- A damage and cleaning deposit of \$250.00 will be due before a keycode will be set. This amount should be in the form of a separate check, which will be reimbursed after the event.
- The damage and cleaning deposit may, if warranted by the condition of the premises, be returned by mail no fewer than 15 working days after the event
- Damage and cleaning costs in excess of the damage and cleaning deposit will be collected by Davison County through any legal means deemed necessary.

**Livestock Related Rates**

Activity Center Arena Charge: ..... \$100.00 (Use of Arena, Pens and Mats)

Note: Renter is responsible for Set-up and Tear-down / Clean-up of arena and pens. County Staff will be on hand to supervise if necessary.

**Policies**

- COUNTY & OTHER LOCAL GOVERNMENT ACTIVITIES - No Fee. However, maintenance and cleanup will be the sponsoring agency’s responsibility. Failure to perform cleanup will affect ability to utilize the facility in the future and a charge for cleanup.
- GUN SHOWS - Gun shows are required to provide a minimum of one (1) security guard (Certified Law Enforcement Officer) anytime the show is not open when firearms are present. Security of the show will be the responsibility of the operators of the show during all open hours.
- SECURITY - Davison County reserves the right to require security personnel, in such manner, number, and under such circumstances, as it may deem necessary for any event.
- ALCOHOLIC BEVERAGES are permitted under the following conditions:

All renters must assure that no person under the age of 21 years is allowed to consume alcohol anywhere on the Davison County Fairgrounds, including all buildings, parking, and other open areas. There are significant legal consequences for allowing underage consumption of alcohol.

Renters providing their own alcoholic beverages are solely responsible for ensuring that no alcohol is sold, consumed, or possessed by any person in a manner that violates any federal, state, or local law. In compliance with SDCL 35-1-5.1, Davison County does not sell or provide soft drinks, mix, or ice.

Alcoholic beverages provided by renters must be dispensed free of charge. A special event alcoholic beverage license, issued to a properly licensed vendor, must be obtained if alcohol is going to be sold. Only properly licensed vendors of alcoholic beverages may charge for alcohol sold during the event. The Renter, or special event licensee as the case may be, is solely responsible for ensuring that no alcohol is sold, consumed, or possessed by any person in a manner that violates federal, state, or local law.

Renters hiring a properly licensed non-profit organization or other licensed vendor of alcoholic beverages are reminded that a special event alcohol permit must be obtained. Strict time frames apply relative to the application for a special event alcohol permit.

- SMOKING is strictly prohibited in all county buildings.
- SET-UP will be allowed one (1) hour before the event. If a longer set-up time is necessary, the renter will be charged an additional fee to be determined at the discretion of Davison County.
- LIVESTOCK EVENTS renters are responsible for all setup and materials necessary for their event that are not provided. This also includes setup of the arena and any tie-off panels. Renters are required to provide their own bedding materials; wood chips are recommended. Renters are also responsible for cleanup after the event.
- KEYCODE SETUP will only occur Monday – Friday between the hours of 8:00a.m. and 5:00p.m., excluding official Davison County holidays. Renters must arrange a specific date and general time at which to pick up the key.
- NON-ASSIGNABILITY – Renter is prohibited from assigning this agreement to any party whatsoever. Any attempt at assignment will be considered a complete default hereunder, the event scheduled will be cancelled, and all deposits and charges previously paid hereunder will be forfeited.
- INSURANCE IS REQUIRED FOR ALL EVENTS WHICH INCLUDE ON-SALE ALCOHOL – If the event includes on-sale alcohol, then no later than fourteen (14) days prior to the date of the scheduled event Renter will provide proof of special event general liability insurance in company and form acceptable to Davison County in limits of no less than One Million Dollars (\$1,000,000.00) and naming Davison County as an additional insured. Failure to provide acceptable proof of special event liability insurance within the time indicated will result in cancellation of the reservation and forfeiture of all payments made hereunder.
- INSURANCE MAY BE REQUIRED FOR ANY EVENT HELD – Davison County reserves the right, in its sole discretion, to require insurance for any event. If Davison County requires insurance, then Renter shall provide proof of special event general liability insurance in company and form acceptable to Davison County in limits of no less than One Million Dollars (\$1,000,000.00) and naming Davison County as an additional insured. Failure to provide acceptable proof of special event liability insurance no later than (14) fourteen days prior to the date of the scheduled event will result in cancellation of the reservation and forfeiture of all payments made hereunder.
- INDEMNIFICATION – WAIVER AND RELEASE OF LIABILITY

The undersigned Renter hereby agrees, for himself, herself, themselves, or on behalf of the organization they represent, their child and/or legal ward, heirs, administrators, personal representatives, assigns, and/or guests, if any, hereafter, collectively, "I," to the following:

That in consideration of Davison County allowing my use of the Davison County facilities and its locations and participation in its activities, under the terms set forth herein, I agree to hold harmless, release and discharge Davison County, its agents, employees, personnel, sponsors, Commissioners, officers, representatives, assigns, affiliated organizations, insurers, and others acting on its behalf (hereinafter collectively referred to as "ASSOCIATES") of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated, or unanticipated, due to Davison County and/or its

ASSOCIATES' ordinary negligence; and I do further agree that, except in the event of Davison County and/or its ASSOCIATES' gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against Davison County and/or its ASSOCIATES as stated above in this clause, for any economic and/or non-economic losses due to bodily injury, death, property damage sustained by me, the organization I represent and/or my minor children and/or legal wards: if any, in relation to the premises and/or operations of Davison County.

If I engage in any physical activity or use of anything in or on the Davison County facility or premises, I agree to do so at my own risk and assume the risk of any and all injury and/or damage. My assumption of risk includes, but is not limited to, my use of any sidewalk, parking lot, stairs, meeting room, kitchen, reception area, classrooms, arenas, yards, corrals, or any other room or equipment or space in the Davison County facility.

I agree that I am VOLUNTARILY using the facilities and premises and assume all risk of injury, harm, damage, or loss to me and my property that might result, including, without limitation, any loss or theft of any personal property.

This waiver, and this entire agreement, shall be governed by the laws of the State of South Dakota. If any of its provisions are held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate any of the other provisions of this Agreement, it being intended that the provisions of this Agreement are severable.

I attest that I am fit and prepared to use Davison County facilities.

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF RISK. I AM AWARE AND AGREE THAT BY SIGNING THIS WAIVER AND RELEASE, I AM GIVING UP MY RIGHT TO BRING LEGAL ACTION OR ASSERT A CLAIM AGAINST DAVISON COUNTY FOR ITS NEGLIGENCE OR FOR ANY DEFECTIVE PRODUCT ON ITS PREMISES. I HAVE READ AND VOLUNTARILY SIGN THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.**

## Meeting Hall Dimensions

### Seating

Room A	55ft x 50ft Approximate	240 people
Room B	30ft x 50ft Approximate	224 people
Rooms A, B	85ft x 50ft Approximate	450 people
V-Tel	22ft x 44 ft Approximate	56 people (Classroom Setting)

### Dining

Room A	55ft x 50ft Approximate	26 Tables	208 people
Room B	30ft x 50ft Approximate	20 Tables	160 people
Rooms A, B	85ft x 50ft Approximate	Approximately 360 people	

\*(People figured on 8 people per table)

V-Tel      22ft x 44ft      14 Tables      56 people (Classroom Setting 4/Table)

### Classroom Style Seating

Room A	6 rows of 24 chairs from east to west, 36 tables	144 people
Room B	4 rows of 24 chairs from east to west, 24 tables	96 people
Room A & B	11 rows of 24 chairs from east to west, 66 tables	264 people

\*(People figured on 4 per table)

### Activity Center Dimensions

Main Area      125ft x 120ft      General Display & Activities

\*Bleachers are available for use on-site only.

\*Main Service Door is 20' X 20'

## Maintenance Guidelines

### Activity Center and Meeting Rooms

- All trash should be picked up and put in refuse containers.
- All windows should be closed.
- All tables and chairs should be cleaned and returned to their original location if applicable.
- All other equipment should be returned to their original locations.
- All lights should be turned off.

### Kitchen

- All trash should be picked up and put in refuse containers.
- All serving windows should be closed.
- All lights should be turned off.

### Bathrooms

- All trash should be picked up and put in refuse containers.
- All lights should be turned off.

### Grounds & Parking Lots

- All trash and litter should be collected and placed in trash containers provided.
- Any equipment utilized should be accounted for and returned to its original location.

**Maintenance Problems – Contact**  
**Robbie Faas-Fairground Maintenance**  
**605-770-3512**  
**or**  
**Joel Rang - Director of Physical Plant**  
**Office 605-995-8645**  
**Cell 605-770-999-6538**  
**or**  
**Christy Norwick-Fairground Rentals**  
**Office 605-995-8608**  
**Cell 605-770-7917**

## Davison County Rental Agreement

This agreement, consisting of this separate execution page and all portions, terms, and conditions set forth in the **Davison County Meeting Hall & Activities Center Rental Rates & Policies** attached hereto, is entered into between \_\_\_\_\_ & Davison County, a political subdivision of the State of South Dakota, of 200 East 4<sup>th</sup> Avenue, Mitchell, South Dakota.

The following space has been reserved in the Davison County Fairgrounds Complex by the above listed person, hereinafter referred to as "Renter" for the listed function:

Space \_\_\_\_\_ Function \_\_\_\_\_

The Date reserved for this function is: \_\_\_\_\_

From: \_\_\_\_\_ to \_\_\_\_\_

The Renter agrees to pay Davison County \$\_\_\_\_\_ scheduling fee and the balance of \$\_\_\_\_\_ due at the time of keycode setup. **Total Due: \$\_\_\_\_\_.**

**Renter also agrees to pay a \$250.00 Deposit Fee in the form of a separate check.**

**Make checks payable to Davison County Treasurer.**

- Renter shall preserve and maintain the facility in good condition. Renter shall neither permit nor commit waste of the facility. Renters shall use the property exclusively for the above listed function.
- Davison County reserves the right to enter and inspect the facility at any time.
- Cameras are present.
- In the event of breach of any of the terms and conditions of this Rental Agreement, in addition to the specific terms set forth in other portions of this Agreement, Davison County and the Renter shall have any and all remedies available at the time of breach under the laws of the State of South Dakota.
- All required payments to be made under this Rental Agreement shall be made to Davison County at: **Davison County Treasurers office, 200 E 4<sup>th</sup> Ave, Mitchell, SD 57301.**
- This Rental Agreement is non-assignable, and no portion of the facility may be sublet by the Renter to any party.
- Davison County will have the facility clean prior to use by the Renter.

Must be Completed at Time of Signatures:

INSURANCE REQUIRED? Yes/No [Circle One]

DATE PROOF OF INSURANCE TO BE PROVIDED: \_\_\_\_\_

DATE PROOF OF INSURANCE PROVIDED: \_\_\_\_\_

Signature of Rental Party: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of County Representative: \_\_\_\_\_ Date: \_\_\_\_\_