



CITY OF BOX ELDER
420 VILLA DRIVE
BOX ELDERSD 57719

USER APPLICATION FOR USE OF CITY FACILITIES

Instructions: To use city facilities visit <http://boxelder.evanced.info/spaces>. Create a Spaces username and password, login and request desired location and time. If you are unable to access the website, please complete the below information and return it to City Hall at least ten days prior to the date requested. Upon review of the User Application (online or below) a notice of approval or denial will be emailed to the requestor. If approved, the requested date will be added to the online reservation system. For reservations requiring payment, an invoice will be emailed to the requestor. Payment shall be made online or at City Hall no later than five days prior to the reservation date(s). **Please make checks/money orders payable to the City of Box Elder.**

REQUESTOR'S NAME: _____ TODAY'S DATE: _____

PHONE: _____ EMAIL: _____

BUSINESS/ORGANIZATION NAME: _____

MAILING ADDRESS: _____

PURPOSE OF MEETING: _____

WILL ADMISSIONS BE CHARGED, FEES COLLECTED, OR WILL DONATIONS BE ACCEPTED? YES NO

NUMBER OF PEOPLE EXPECTED (APPROXIMATE): _____

ALCOHOL INTEREST*: YES NO * Permit or license is required. See "Requirements for Alcohol"

DATE(S) REQUESTED: _____ START* TIME: _____ END* TIME: _____

I/WE ARE INTERESTED IN REOCCURRING/MULTIPLE RESERVATIONS. YES NO

***Time requested includes set up and clean-up of the room by the room users.**

Permission to use the meeting rooms will be granted upon acceptance of the conditions for its use as expressed in the Facility Use Policy. **Requestor's signature below signifies that he/she received, understands and agrees to the conditions contained therein.**

REQUESTOR'S SIGNATURE: _____ DATE: _____

Use of Box Elder meeting rooms or other facilities by any person, candidate, group or organization does not constitute or imply the endorsement, recommendation, or favoring of the City of Box Elder, or any of its officials, employees or contractors acting on its behalf.

The city's meeting room capacities are approximate based on square footage calculations.

Users are responsible for the set up and clean-up of the room.

Additional equipment may be requested. An equipment list is on the following page. This does not guarantee that the requested items will be available. **The meeting room user must be knowledgeable in equipment use. If equipment training is needed, please contact the Meeting Room Coordinator during the application process.**

Wireless Internet (Wifi) access is available throughout the City Hall Meeting Rooms.

Note: A confirmed reservation is required in order to use the meeting room. Prior to utilization of a reserved meeting room, each requestor will be required to submit a signed Hold Harmless Agreement, executed by an authorized representative. For additional information, please call 605.923.1404 or visit www.boxelder.us.

Please indicate your reservation choice(s).

Room	Maximum Capacity	Tables/Seated Capacity	Available Equipment	Selection <input checked="" type="checkbox"/>
Box Elder Event Center	250	165-168	Open floor plan for customizable space, tables, chairs, full kitchen, restrooms, projector screen with sound	
Council Chambers	80	55-60	Ready to use, chairs, dual tv monitors, with recording/presentation capabilities, conference phone	
Upstairs Conference Room	20	10-12	Ready to use, 1 conference table, 10 chairs, single tv monitor, recording/presentation capabilities, conference phone, dishes, silverware, coffee maker, mini fridge	
Downstairs Conference Room	20	10-12	Ready to use, 1 conference table, 12 chairs, single tv monitor, recording/presentation capabilities, conference phone dishes, silverware, coffee maker, mini fridge.	
Boykin Park	N/A	N/A	Playground & Exercise Equipment, Full Basketball Court, Electricity, Grill, Walking Path	
Veterans Park	N/A	N/A	Playground Equipment, Full Basketball Court, Shelter, Grill, Restrooms On-Site, Picnic Tables, Walking Path, Flag Memorial	
Denali Park	N/A	N/A	Playground Equipment, ½ Basketball Court, Shelter, Grill, On-Site Restrooms, Picnic Tables	

The following equipment is available upon request for some meeting rooms. Please be aware that room capacities limit the ability to add chairs to some rooms. Please contact the Meeting Room Coordinator at reservations@boxelder.us for more information or if equipment training is necessary.

- Extra Chairs
- Extra Tables
- Podium
- Wireless Microphone(s)
- Easels/Drawing Pads/Markers
- Other _____

**City Facility Fees are reflected by Ordinance:
Adopting a Comprehensive Schedule of Fees and Charges**

INSURANCE. If renting a City facility, renters are required to maintain occurrence-based commercial general liability insurance or equivalent form with a limit not less than one million (\$1,000,000) each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

If you will be selling alcohol, you must have liquor liability coverage. If you are providing alcohol but you are not selling it or collection admission, fees, or donations you will need host liquor liability coverage.

Proof of Coverage. The Policy must be for the entire duration of the event, listing the City of Box Elder, 420 Villa Drive, Box Elder, SD 57719 as an additionally insured party. A Certificate of Insurance must be provided to the City of Box Elder. The Tenants' and Users' Liability Policy (TULIP) may be of assistance in obtaining the necessary insurance coverage. For additional information, visit the TULIP website at www.onebeaconentertainment.com.

Mail: City of Box Elder 420 Villa Drive Box Elder, SD 57719 **Email:** reservations@boxelder.us

CITY OF BOX ELDER
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BOX ELDER, SD 57719

CITY FACILITY USE POLICY

The facilities of the City of Box Elder are primarily for municipal government purposes. No other use shall be permitted to interfere with the government purposes for which these buildings and grounds are primarily intended.

The City of Box Elder desires to make City facilities equitably available for evening and weekend use by the community, and or/community groups that represent and promote the community.

The City of Box Elder does not wish to compete with private enterprises or to encourage the use of City facilities for commercial purposes. The City of Box Elder reserves the right to reject any application for use of City facilities when the Marketing Director, in their sole discretion, believes a commercial facility should be utilized. Any applications submitted with the intent to profit and/or run a business in any city facility, will be denied.

Individuals, groups or organizations will be charged according to the fee schedule as outlined by City Ordinance. The renter is required to do a pre-rental walk-thru of the facility with the Marketing Department or a designated member of the City Staff. A post-rental inspection will be completed by City staff, if damages are found affecting deposit refunds the City will contact the renter to outline deposit difference(s).

All functions and events must be free and open to staff, public and the press. Individuals, groups or organizations may not discriminate, based on race, sex, color, creed, national origin, religion, ancestry, disability, against any person requesting admission to the meeting.

- A. The following requirements apply to meeting room use:
 1. The following activities are prohibited:
 - a. Any activity that would disrupt normal City operations.
 - b. Activities which cause a threat to the safety of City patrons or City property. The Box Elder Facility Frequently Asked Questions apply to all use of meeting rooms.
 - B. The Application for Meeting Room Use must be completed and submitted to the meeting room coordinator by an authorized representative for the individual, group or organization no later than ten (10) days prior to the requested event date(s). The individual that completes and signs the application will be held responsible for ensuring that the room is used in accordance with City rules.
 1. For reservations requiring fees, payment in the form of cash, check or credit card is due within five business days of the approved reservation. The City reserves the right to cancel the room reservation if payment is not received within five business days of the approved reservation.
 2. In order to request a refund of fees, the meeting room coordinator must be notified of any cancellations 7 business days in advance of the reservation date to receive a

refund. Refunds may take up to three weeks from date of cancellation to process. In the event of no notice, or less than 7 business days' notice, fees will not be refunded.

3. It is the responsibility of the individual, group or organization to follow all applicable local, state and federal safety rules and regulations.
 4. The number of people using the meeting room must not exceed the occupancy limits posted on the reservation form and in the room.
- C. The following limitation on use applies to all individuals, groups and organizations:
1. A meeting room can be reserved up to 180 days from the application date.
 2. Meeting rooms will only be available when not needed for activities sponsored in whole or in part by the City or for government-related activities.
 3. Reservation time must include necessary setup and breakdown time.
 4. The Council Chambers and Conference Rooms are available for set up and use during the City's normal hours of operation.
- D. A responsible adult must be present at all times during events.
- E. Individuals, groups and organizations using a meeting room are responsible for:
1. Setting up the room for their use and for cleanup afterwards. At the conclusion of the meeting, furniture and equipment must be returned to the configuration established by the City. The individuals, groups or organizations that reserved the room are responsible for any damage to City property and any extraordinary janitorial costs.
 2. Equipment is available for use as listed on the Meeting Room Application and/or the online reservation request form. The meeting room user must be knowledgeable in equipment use; if equipment training is needed, please advise the Meeting Room Coordinator during the application process.
 3. The City does not provide storage space for property or supplies for individuals, groups or organizations using the meeting rooms. The City assumes no responsibility for private property brought in the building.
 4. Advertising and announcements for non-City programs must include the following statement: Use of City meeting rooms or other facilities by any person, candidate, group or organization does not constitute or imply the endorsement, recommendation or favoring of the City of Box Elder, or any of its officials, employees or contractors acting on its behalf.
- F. Light refreshments, non-alcoholic beverages, and food may be served at the rented locations. Those using the spaces must provide all supplies and equipment for refreshments.

- G. Smoking, tobacco products of any sort, and the use of nicotine delivery smoke-less products (such as e-cigarettes) are prohibited on City property and in all facilities.
- H. Alcohol of any sort is prohibited on City property without the proper Consumption Permit. Consumption Only Permit applications and fees must be submitted not less than 30 days prior to the scheduled event. Special Alcohol License applications and fees must be submitted not less than 45 days prior to the event. Contact the Finance Office at 605-923-1404 to inquire, review the *Requirements for Alcohol*, or to begin the application process.

Disclaimers:

1. The City of Box Elder recognizes the rights of free speech and free assembly. Permission to use a city facility does not in any way constitute an endorsement or approval by the governing board, City Officers, City Management, or the City of Box Elder of the beliefs, positions or actions of anyone using the facility.
2. The participants agree to indemnify and hold the City of Box Elder harmless from any and all claims suits, damages, costs, losses, and expenses in any manner resulting from or arising out of the individual, group or organization's use of the meeting rooms. An authorized representative of each individual, group or organization using a meeting room or park facility will execute a Hold Harmless Agreement prior to utilizing the meeting room. The City reserves the right to require a certificate of insurance regarding such indemnification.
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 the use.
4. The Meeting Room Coordinator reserves the right to revise meeting room reservations when necessary and to preempt or cancel established reservation upon reasonable notification to the individual, group or organization.
5. The Meeting Room Coordinator reserves the right to revoke permission previously granted if deemed appropriate. Failure to adhere to any of these guidelines may result in cancellation of the individual, group or organization's reservation.
6. Any individual, group or organization may be prohibited from using City of Box Elder facilities in the future for violating any of the meeting room use provisions set forth above and on the application for use.

Information: For information about meeting room capacity, equipment or availability, please inquire at www.boxelder.us or contact City Hall at 605-923-1404.

BOX ELDER FACILITY FREQUENTLY ASKED QUESTIONS

City Facility Fees: Reflected by Ordinance: Adopting a Comprehensive Schedule of Fees and Charges

Renter Questions/Notes/Current Rate:

Security Deposits: May be fully or partially withheld for, but not limited to, the following examples: any damages, insufficient cleaning, renter exceed reserved timeframe, use of alcohol without appropriate permit/license, misuse of City facility, staff time used to remove personal belongings left in spaces, police/fire department intervention, failure to return keys, or for not following the City Facility Use Policy.

Air Conditioning & Heating: Are Set for the facility and shall remain at their current temperature.

Animals: With the exception of guide, signal, or service dogs, animals are not allowed in the facility without prior approval by the Event Coordinator.

Floors: Dragging tables, chairs, or other heavy items across the floor as this may damage the flooring. Repair costs will be deducted from the renter's deposit.

Decorative Materials: Damages from improperly affixing decorations will be deducted from the Security Deposit. Examples include tape residue, nail holes, tack holes, chipped paint, etc. Avoid using glitter, confetti, rice, or sand. Open flame candles, fog machines, or any other devices that can be used that would set off the fire alarm system are not permitted.

Snow Removal: During winter months, the City Staff will clear walk-ways, stairs, and entrances of snow and will spread ice melt prior to a rental. It is the Renters responsibility to maintain these areas during their rental time.

Pre-reservation tours are available upon request.

A Pre-rental walk-through is required with a responsible person present.

Deposits: Will be processed & returned within 3 weeks of the event.

Tables & Chairs are not allowed Outside.

Lost & Found: Items can be claimed within 10 working days after the rental at Box Elder City Hall.

Exit Signs- Must remain visible.

Vents- Must remain clear.

Fire Extinguishers- Must remain accessible.

Extension Cords- Should be UL Approved to meet safety standards

Grills- Charcoal

HOLD HARMLESS AGREEMENT

I / We hereby agree to indemnify and hold harmless the City of Box Elder and its officers, agents, employees, and volunteers from any and all losses, expenses, damages, demands and claims in connection with or arising out of any injury, alleged injury, or death to any persons or damage or alleged damage to personal or real property, sustained or alleged to have been sustained in any manner in connection with, having arisen out of or resulting from the rental or use of the City-owned property. Further, I/ We agree to defend any suit or action brought against the City of Box Elder, its officers, agents, employees, or volunteers based upon such alleged injury or damage connection therewith or resulting therefrom.

I/We also specifically agree to forever release, discharge and acquit the City of Box Elder and its officers, agents, employees, volunteers, successors and assigns from any and all claims, including, but not limited to, claims for illness, death, personal injury or damage to property of any nature which may arise from or in connection with any exposure or potential exposure to COVID-19 as a result of the rental or use of the City-owned property. I/We also agree to indemnify and hold harmless the City of Box Elder, its officers, agents, employees, volunteers, successors and assigns from any and all losses, expenses, damages, demands and claims in connection with or arising out of any injury, alleged injury, or death to any persons or damage or alleged damage to personal or real property, sustained or alleged to have been sustained that may occur as a result of the rental or use of the City-owned property including any claims brought by third parties who may have been exposed to COVID-19 as a result of the rental or use of the City-owned property.

Applicant's signature: _____ Date: _____

I will comply with all said terms and conditions set forth in the use of this building.