



SANFORD LAB HOMESTAKE VISITOR CENTER

Owned and Operated by the South Dakota Science and Technology Authority

Facility Use Agreement

Please review this Agreement carefully. Sign and return it with the deposit.

Name of User: _____

Date of Event: _____ Fee: _____

Space to be Utilized: _____

Alcoholic Beverages to be Available? No Alcohol Alcohol provided by caterer

Anticipated Attendance: _____

Authorized Contact Person: _____

Address: _____

Phone: (____) _____ E-mail: _____

Name of Event: _____

Time Event is to Begin: _____ Time Event is to End: _____

Time Set-up is to Begin: _____ Cleanup to be completed by (time): _____

The User agrees to abide by the policies and conditions outlined in this Agreement, which consists of a total of four (4) pages. The User shall designate one person to be the User's authorized representative and person in charge on behalf of the User while at the Visitor Center. The person in charge must be present during the entire event (including set-up) and ensure the Visitor Center is cleaned up after the event. If different from the Authorized Contact Person, please provide the name of the person in charge during the event: _____

Phone: (____) _____ E-mail: _____

The Visitor Center reserves the right to refuse to schedule or to cancel any event that is deemed unsafe or an otherwise inappropriate use of the Visitor Center.

USER
BY: _____
ITS: _____
DATE: _____

**SOUTH DAKOTA SCIENCE AND
TECHNOLOGY AUTHORITY**
BY: _____
ITS: _____
DATE: _____

User fees are as follows:

	General Use				Wedding/ Large Event (60+ people)
	Classroom (for groups of 7+)	Exhibit	Conf. Room (max: 6 people)	Patio	Full Building
Hourly Fee	\$30	\$40	\$20	\$25	\$350
All Day Use Fee	\$200	\$250	\$100	\$150	\$1500

*For events occurring beyond regular hours, SLHVC requires at least one SLHVC representative to be present. In that event, User shall pay an additional \$35 per hour, per representative, for each hour before or after regular hours.

Please check if needed and indicate how many.

Chairs No. _____ Tables No. _____

Projector

-Conference room: portable projector -Classroom: installed projector

Presentation hook up for computer (classroom only)

Other _____

Terms and Conditions:

- 1) Visitor Center agrees to provide access to the designated space for the duration of the above-described event. There is no representation or warranty, either expressed or implied, as to the condition or suitability of the facility for User's purpose or needs.
- 2) User will have the opportunity to inspect the space prior to use.
- 3) Smoking, weapons, fireworks/pyrotechnics, and animals (excluding service animals) are prohibited on the premises.
- 4) The Visitor Center is not responsible for items belonging to User(s) or User's guests that are lost, stolen, or damaged during the rental period.
- 5) User is, and hereby acknowledges, that they are liable for the actions and behavior of User's guests during the permitted use period, and at any other time such guest is on or around the use space as a result of User's use of the Visitor Center. The User hereby agrees to indemnify and hold harmless the South Dakota Science and Technology Authority and its officers, directors, employees, representatives, and agents from and against any and all claims, causes, actions, or causes of action (including attorney fees and related disbursements) which may arise or result (directly or indirectly) from the User's use of the Visitor Center, including but not limited to the acts or omissions or the User's guests and invitees.
- 6) Based upon the risks associated with the event, the Visitor Center reserves the right to require the User to provide a certificate of insurance acceptable to the Visitor Center evidencing commercial general liability insurance coverage with limits of not less than \$1,000,000.00 per occurrence and naming the South Dakota Science and Technology Authority and its officers, directors, employees, representatives, and agents as additional insureds for the purposes of the User's event. For events where insurance is required and alcoholic beverages are served, the User's insurance must include coverage for claims arising out of the sale or service of alcoholic beverages. The Visitor Center reserves the right to require the User to submit a true and complete copy of the User's insurance policy to ensure compliance with the requirements of this Agreement.
- 7) The User must pay a refundable security deposit at the time of booking in the amount of \$_____. Deposits will be refunded ONLY if the Visitor Center is cleaned and otherwise restored to at least as good as condition as before the event began.
- 8) The total use fee is payable at the time of booking.
- 9) At least one Visitor Center representative will be on site for the duration of the event. For larger events, more Visitor Center representatives may be required, the cost of which shall be paid by User. Any additional Visitor Center or outside labor must be arranged by the User and agreed upon by the Visitor Center at least seven (7) prior to the event.
- 10) The User is responsible for making arrangements for all food, beverage, and other needs. All trash created by the event is the responsibility of the User or caterer and must be properly bagged and removed from the building at the conclusion of the event. All catering equipment and supplies must be picked up and removed from the building at the conclusion of the event. The Visitor Center shall not be responsible for any lost or stolen catering equipment or other supplies.
- 11) The use of food and beverages is restricted to the lobby and meeting rooms only.

- 12) No food or drinks allowed on exhibits or displays.
- 13) Water and coffee may be provided by the User.
- 14) Alcoholic beverages served via a cash bar are allowed only if the catering company holds an appropriate malt beverage or liquor license and the alcoholic beverages are sold and served by the caterer. If a caterer will sell alcoholic beverages at the event, the caterer must, at least ten (10) business days prior to the event, provide evidence of commercial general liability insurance with limits of liability of not less than \$1,000,000.00, and with no exclusion for liquor liability.
- 15) For events where alcoholic beverages will be served, User hereby represents that they have read and understand all applicable state and local laws relating to the sale or service of alcoholic beverages and agrees to accept responsibility for complying with and enforcing those laws as they apply to the event. User understands a license to sell alcoholic beverages is required and that any such license must be displayed at the event. User agrees to obtain any such license and to be responsible for compliance with the terms of the license and related laws, rules, and regulations, including but not limited to laws prohibiting the underage possession or consumption of alcohol. User acknowledges that User may be denied future access to the Visitor Center and the Visitor Center will make appropriate referrals to law enforcement in the event User does not comply with all applicable laws, rules, and regulations concerning the sale or other service of alcoholic beverages at the Visitor Center.
- 16) Notice of cancellation of events must be given thirty (30) calendar days in advance to receive a 100% refund of deposit and fees. If the notice of cancellation is given at least fourteen (14) calendar days in advance, the deposit and fee refund will be 50%. If notice of cancellation is given at least seven (7) calendar days in advance, the deposit and fee refund will be 25%. If notice of cancellation is given fewer than seven (7) calendar days in advance, there will be no fee or deposit refund.
- 17) Parking is permitted within the designated Visitor Center parking area. The Visitor Center is not responsible for citations for parking in non-designated spots.
- 18) This written Agreement supersedes any oral or prior written agreements of the parties. The terms of this Agreement may only be amended by a written document.

Office use only* Approval: _____ **Paid:** _____ **Ck#:** _____

Proof of insurance required? _____ **Yes** _____ **No**