

## RAINBOW ROOM RENTAL APPLICATION and AGREEMENT

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Time of Event: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Event: \_\_\_\_\_

### 1) Rental Rates:

- a) Rent and Cleaning fee \$550.00 (Due 2 weeks prior to event)
- b) Hard wire internet \$50.00 This will be turned on prior to the event, otherwise there is wireless service bounced from the City Office, however this is not ideal for DJ's or if there are multiple users.
- c) Law enforcement \$160.00 Paid to the Officer \_\_\_\_\_

### 2) Alcoholic Beverages:

- a) Are alcoholic beverages going to be consumed or sold on the premises?  
Yes \_\_\_ No \_\_\_

If yes a certified police officer, acting as security, is required for the open events where alcohol is served at the renter's expense. Contact County Sheriff 487-7625 to line up an officer.

If alcohol is to be consumed at the event, the renter must also have a permit granting permission by the Town Board 2 months prior to the event.

Should this Application be approved by the Board of Trustees of the Town of Pickstown, and the Agreement for Rental of the Rainbow Room entered into by the Town, as Lessor, and Applicant, as Lessee, Applicant is expressly authorized by the Town to allow the consumption and/or blending/mixing of alcoholic beverages upon the rented premises (commonly known as "spiking"), upon the following terms and conditions:

- 1) Certified police officers must be present from 9:00 pm to close of dance.
- 2) The consumption and/or blending/mixing of alcoholic beverages ("spiking") permitted hereby is expressly limited to the interior of the Rainbow Room building, and Applicant shall not permit the same to occur outside the building or elsewhere;
- 3) The consumption and/or blending/mixing of alcoholic beverages ("spiking") permitted hereby is expressly limited to the date and hours as set forth in this Application and Agreement. Such time period shall not exceed 24 hours; nor shall the hours of authorized consumption and/or blending/mixing ("spiking") exceed those permitted for on-sale licenses of 2 o'clock a.m. Central Standard Time.

These provisions are in accordance with and pursuant to SDCL 35-1-5.3, and any violation of these provisions is a violation of State law punishable as a Class 2 Misdemeanor:

### 3) Deposit:

A mandatory deposit equal to the rental amount must be made with the Town of Pickstown at the time this Application and Agreement is completed and entered into, and must accompany the Application. **Due at time of application to hold date. It will be deposited and is refunded after the event when the facility is checked and found to be in good condition.**

4) Catering:

The Town of Pickstown does not provide catering services for any event. If catering is desired, applicant must obtain the caterer.

5) Smoking:

**Smoking is not permitted in the Rainbow Room, restrooms, or other indoor facilities.**

6) General Terms:

- a) The facilities must be left in the same condition as it was prior to the Usage by Applicant. Proper care and supervision of the facilities must be maintained at all times during the event anticipated by Applicant
- b) Copies of keys shall not be made under any circumstances. If keys are lost or not returned, Applicant agrees to pay for the cost of new locks, installation, and a sufficient number of keys as determined by the Board of Trustees.
- c) Applicant is responsible to the Town of Pickstown for any damages that may be caused to the Rainbow Room or its facilities during the time of Applicant's event whether caused by the Applicant or any of Applicant's guests. Applicant further understands that its activities cause a risk of property damage, personal injury, and death to other persons, and full understands the risks associated with holding a public event, and understanding such risks, agrees to assume any and all risk of loss of any nature, extent and kind, whether to person or property, and further agrees to indemnify and hold the Town of Pickstown harmless for any damages, claims, injuries, demands, and any and all other claims for damages, property damages, injuries or death, which may result during the time that the Applicant is using, or which arise out of Applicant's use of said facilities.
- d) In the event of any damage to the premises, or the premises are not in a clean and orderly condition after Applicant vacates the premises, the Town of Pickstown may withhold the deposit paid with this Application until such time as any damages have been repaired or the property has been restored to its original condition. In the event that there is any excess deposit, after payment of damages or janitorial or any other services needed, the balance will be refunded to the Applicant.
- e) Underage consumption of alcoholic beverages is not allowed or permitted on the premises in any manner whatsoever; and Applicant shall be responsible for insuring that no person under the age of 21 is allowed possession of or to consume alcoholic beverages.

Applicant agrees that he/she has read all the above and foregoing, understands all of said Provisions, and agrees to the same.

---

Applicant

---

Authorized Representative  
Town of Pickstown

---

Date