



## Smart Center Conference Room Rental Agreement

Thank you for your interest in the Homestake Opera House for your venue. This Rental Agreement is entered into between Historic Homestake Opera House Society, hereinafter referred to as "HHOHS" and Responsible Party hereinafter referred to as "USER." It is understood that Event date cannot change without PRIOR written consent from HHOHS. USER represents that its legal name, authorized representative, corporate address and contact information is as follows:

### User:

Mailing Address:

Email:

Phone/Mobile:

### Event Date and Times

Must be exact time agreed upon. There will be a \$100 charge per every half hour past the rental period agreed upon.

Set Up:                      Caterer Load In if applicable:                      Live Event Start Time:                      Live Event End Time:

Circle needs:    Projector/Screen                      White paper backdrop                      Extension cords                      Conference phone

### Rental fees

The fee for the Smart Center Conference Room is \$25/hour. USER will be billed for hourly rate. USER's property must be removed and no damage done. The undersigned agrees to the terms and conditions set forth in the attached HHOH Facility Rental Agreement. Thank you!

DETAILS:

A handwritten signature in black ink that reads "Sarah Carlson". The signature is written in a cursive style and is positioned above a horizontal line.

Signature of  
SARAH CARLSON  
HHOH EXECUTIVE DIRECTOR

\_\_\_\_\_  
Signature of  
USER REPRESENTATIVE

## Homestake Opera House - Facility Rental Agreement page 2

### IT IS AGREED AS FOLLOWS:

- 1) Rental of the facility entitles USER to the use of preapproval spaces in the facility. If USER chooses to bring in a performing artist group requiring amplified sound with more than 5 musicians, a professional sound engineer will be hired at an additional cost. If USER chooses to supplement any equipment it is at the sole cost of USER.
- 2) HHOHS makes no warranty either expressed or implied, as to the condition, fitness, merchantability or suitability of the Facility for USER's purpose or needs. Prior to executing this Agreement, USER acknowledges that USER's authorized representative has had the opportunity to inspect the Facility and to become acquainted with the condition of the Facility, and has in fact done so. The Facility is truly a historic building in constant restoration and/or renovation, and USER understands that the Facility may not look the same as did upon inspection; and spaces may not be in a state of use. USER agrees to accept and use the Facility "as is." HHOHS will notify USER upon any changes to the previously inspected space.
- 3) USER may not make any alterations or attachments to the Facility without approval by the HHOHS.
- 4) USER will not make any unlawful or offensive use of the Facility. Offensive use determined by the HHOHS.
- 5) USER will not allow any sort of pyrotechnics at Facility for any reason. Open flame is not allowed; covered candles in jars or proper containers are allowed with approval by the HHOHS.
- 6) USER will abide by the rental period agreed upon.

### A. FEES:

- A check for the deposit total for all rental space shall accompany a signed copy of this Agreement which shall be sent back no later than fourteen (14) days of receiving this Agreement.
- 2) All deposits listed on page 1 of this document must be paid 30 DAYS in advance of event in order to reserve the date.
  - 3) Deposits will be refunded ONLY if, after occupancy the space has been returned to a standard deemed acceptable by an HHOHS representative. USER's damage/cleaning deposit will be returned no more than 14 days after the event date.

### B. TECHNICAL PERSONNEL

- 1) A designated HHOHS representative must be present at all times during USER's occupancy of Facility.
- 2) In the event that USER desires to bring in their own technical staff, it MUST be approved at least 7 days BEFORE event.
- 3) If determined by HHOHS Facility's house system cannot support the Event's sound needs, additional sound reinforcement will be the sole responsibility of USER at USER'S cost.
- 5) Additional labor (load-in/out) are the sole responsibility of USER.

### C) BOX OFFICE

- 1) HHOHS will provide 4 front-of-house volunteers PER 200 PATRONS on day of show who will be admitted to event at no cost.
- 2) HHOHS is to have control of tickets if applicable and be sold exclusively by HHOHS, unless previously arranged by USER.
- 3) USER must use HHOHS existing ticket outlets, internet and phone ordering options, unless previously arranged by USER.

### CATERING/FOOD

The USER will be responsible for pre-event communication with the catering vendor. Caterer MUST respect the timeframe chosen and set aside by the host and the venue. Remove catering vehicle(s) from HHOH parking lot once unloaded prior to the event. Do not block doors open. Immediately close them after every load. Catering contractor is responsible for cleaning up spills/messes. If caterer fills HHOH garbage cans and liners, liners must be replaced. Remove all rolling garbage cans of leftover food to the dumpster in the back of the building. Return HHOH borrowed items (extension cords, tables, decor, lamps, etc) it in the manner in which it was stored.

### BEVERAGES/CONCESSIONS

- 1) All food and beverage concessions will be operated by HHOHS and all revenue will belong to HHOHS, unless previously arranged.
- 2) HHOHS will provide 2 total volunteer concession attendants PER 200 PATRONS who will admitted to event at no cost. USERS renting the facility for receptions, etc. ARE allowed to bring in their own alcoholic beverages: Beer, Wine, Liquor.
- 4) USERS renting the facility for receptions, etc. WILL KEEP ALL ALCOHOLIC BEVERAGES ON THE PROPERTY. The courtyard may be used for social activity, but absolutely NO alcoholic beverages will be allowed off the sidewalk. There is no open container policy for these events.
- 5) USERS renting the facility on behalf of an organization or business hosting an event are allowed to bring in their own alcoholic beverages – to consume; NO SALE – on approval of the HHOHS only.
- 6) HHOHS holds a community playhouse license to sell their own beer and wine only.

\_\_\_\_\_ **INITIALS of USER**

## Homestake Opera House - Facility Rental Agreement page 3

### E. SECURITY

1) USER will be responsible for the cost of security, which can change depending on amount needed.

### F. LIABILITY

1) USER agrees to provide a legal defense and to indemnify and hold harmless and free from liability HHOHS and its directors, agents, employees and volunteers from and against any and all claims for damages, demands, costs or expenses which USER 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 USER or arising from any accident or injury in connection with or attributable to the use of the facility by USER.

### H. SMOKING

1) Smoking is permitted ONLY outdoors in the courtyard and outdoors at the rear of the building. Receptacles are provided.

### I. ANIMALS

No animals are allowed on the premises of the Facility.

### J. SIGNAGE/DECORATION

1) Signs, banners or arrows giving directions for or announcing your event are permitted, but must be taken down immediately following occupancy. ABSOLUTELY NO SIGNAGE IS ALLOWED IN THE STREET. It is a South Dakota State Highway. User will pay for fines incurred if this action is taken. Decoration is permitted as long as setup and tear down is completed during the reserved time period, including the event to take place. An HHOHS representative must approve all decorations at the time of deposit and/or during setup of event. All HHOHS furnishings, artifacts, and historic elements must remain in place. If movement of these items is necessary it must be approved by HHOHS representative at the time of the deposit and/or during setup of event, but may not be permissible.

### K. PARKING

1) USER and USER'S staff and vendors must observe common courtesies and not block entrances, walkways, rest rooms or access through common areas. Noncompliance of parking regulations may result in citation, which will be USER's responsibility. Available parking is located at the rear entrance of the building on Julius Street and three municipal parking lots 1 block away or more.

### L. CANCELLATIONS

1) Cancellations must be made at least 30 days in advance to receive a refund of deposit.

### M. AMENDMENTS

1) This Agreement may not be amended or modified, except in writing signed by all parties.

### N. AUTHORIZATION

1) The person signing this Agreement on behalf of USER 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 USER and to legally bind and obligate USER thereof.

\_\_\_\_\_ **INITIALS of USER**