



**Matthews Opera House & Arts Center**  
612 N Main St | Spearfish, SD 57783

### **Event Rental Agreement**

The Matthews Opera House and Arts Center, a South Dakota nonprofit corporation (hereby referred to as MOH), and the undersigned "Renter", hereby covenant, acknowledge and agree that MOH shall rent to the renter the Matthews Opera House Theater, Margaret Kelley Fireplace Room and/or theater obby space for the following event:

\_\_\_\_\_

on : \_\_\_\_\_, from the hours of \_\_\_\_\_,

under the following terms and conditions:

Name of Renter: \_\_\_\_\_

Address of Renter: \_\_\_\_\_

Phone # (s) of Renter: \_\_\_\_\_

Email of Renter: \_\_\_\_\_

Type of Function: \_\_\_\_\_

Setup arrangements: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Renter's Initials: \_\_\_\_\_

## CONDITIONS OF RENTAL

1. There is **NO SMOKING** permitted in any area of the Center or adjoining space.
2. The normal rental period starts at 10:00 AM and finishes at 11:59 PM for the day of the event. Earlier hours need to be scheduled with MOH management at the time of signed agreement.
3. All music, whether live or DJ, must finish no later than 11:00 PM.
4. Under the terms and conditions of this agreement, Renter is entitled to the use of the following: padded chairs, six-foot round tables, and 3-foot round tables (see listing below); and access to the theater, kitchen area, lobby and one dressing room.
5. If a caterer is used, they are required to provide their own tables and all equipment for serving use.
6. The backstage area of the theatre, theatre boxes, the upstairs office, and the back work-shop are not available for use.
7. Two meetings up to one hour with MOH staff are included in the fee. Additional meetings and times will be charged at \$50.00.
8. On-site staff required for all catered events.
9. Renter shall have no access to the theater balcony without prior approval from MOH. No unsupervised children are allowed in the balcony area.
10. Renter will complete floor set-up arrangements with MOH staff no later than 30 days before the event. A fee is charged for events requiring table set-up. Any changes to the floor arrangement after that date will have an additional fee.
11. Catering can only be arranged with a caterer on the MOH approved list. No self-catering is allowed. Caterer or renter must supply all linens, equipment, power cords, and serving ware.
12. Caterer/renter must remove all food, equipment, and trash at the end of the event.
13. Renter must remove all personal items at the end of the event; any items left will be discarded during facility clean-up.
14. Renter shall not use nails, staples, tacks, or any similar devices to attach items or decorations to the floors or walls. Only table decorations are allowed. Only votive candles that are enclosed in glass holders may be used on tables; no tapers are allowed. No candles are allowed anywhere on the stage.
15. The Renter shall not permit consumption, mixing, or sale of alcoholic beverages on the premises **unless** there has been prior approval from MOH. Renter may purchase beer and wine for guest consumption from MOH. An MOH-paid bartender is required to run the bar. Minors under 21 cannot be served alcoholic beverages. Under the terms of our liquor license, no outside liquor of any type may be carried into MOH by renter, renter's guests, or caterer. This includes flasks or gifts of alcohol from guests. Violation of this policy will result in full forfeiture of deposit.
16. Beer and wine purchased from the MOH must be paid in advance. A deposit against actual use may be used, depending on the beer and wine labels requested. Plastic cups are used for beer and wine unless glassware is supplied by the caterer/renter.
17. If children are present, they must be accompanied and supervised by an adult.
18. Renter shall be responsible for closing and locking all doors, turning off all lights and adjusting the heat or air conditioning as instructed.
19. An elevator is provided for your use. It is **NOT** a freight elevator. The doors **cannot** be propped open for loading other than with the **"DOOR OPEN"** button by a second person.
20. Disclaimer will be signed and dated by renter before making use of the facilities.
21. **The Room Rental Fee is due at booking and is non-refundable.**
22. Upon execution of this agreement, Renter shall tender a security/damage/cleaning deposit in the amount of \$500. Deposit may be returned after the event if all fees have been paid, and no damage is found or excess cleaning is required during MOH'S post-event inspection.

Renter's Initials: \_\_\_\_\_

23. Use of live or DJ music must be approved in advance by MOH. Depending on the musicians being used, a MOH sound technician may be required during set-up and/or at the event.
24. Additional fees (piano rental, light and sound technician, etc.) are due 30 days prior to the event. The security deposit may not be used in lieu of the payment of additional fees.
25. Renter shall provide the name, policy number and expiration date of Renter's homeowner's insurance carrier or liability insurance carrier and sign a Hold Harmless Agreement.
26. The Fireplace Room is the only area available for catering set-up.
27. Approved caterers:
  - A'viands (BHSU)
  - Cheyenne Crossing Catering
  - Killian's Tavern

### SEATING CAPACITY AND SET-UP

Theater: Traditional Seating Capacity: 283

- Main Floor: 168 padded chairs with arms
- Balcony: 52 padded chairs with arms
- 57 wooden chairs with arms
- 6 padded chairs without arms

Theater: Dinner Seating Capacity: 112

- Main floor: Twelve (12) 6-foot round tables (seats 8 each) 96  
*(84" square tablecloths recommended)*
- Four (4) 3-foot round tables (seats 4 each) 16  
*(50" square tablecloths recommended)*

Theater: Cocktail Seating Capacity: 150

- Main Floor: Seating not available for all guests

Fireplace Room: Seating Capacity: 24

- \_\_\_\_\_ Twelve (12) 6-foot round tables (seats 8 each)  
*(84" square tablecloths recommended)*

Renter's Initials: \_\_\_\_\_

RENTAL FEES AND INSURANCE

Fee Description	Unit Fee	Number of Units	Total
Theater/Lobby Rental	\$2,000/Day		\$
Fireplace Room Rental	\$500/Day		\$
Security Deposit	\$500	1	\$
Piano Rental	\$200	1	\$
Video Projector	\$50	1	\$
Lighting/Sound Tech	\$50/hr (\$100 min charge)		\$
Bartender	\$25/hr (\$100 min charge)		\$
Lost Key Charge	\$250	1	\$
Room Set-Up/Changes	\$50/hr		\$
Beer/Wine (incl 7.5% tax)		1	\$
Additional Event Meeting	\$50/meeting		\$
<b>TOTAL FEES</b>			<b>\$</b>

Amount Paid: \$ \_\_\_\_\_

- cash
- check (no. \_\_\_\_\_)
- credit/debit (last 4 digits \_\_\_\_\_)

Date: \_\_\_\_\_

**Renter's Insurance Information**

Name of Policy Holder: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_

Policy Effective Dates: \_\_\_\_\_

Renter's Initials: \_\_\_\_\_

SIGNATURE PAGE

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Renter's Signature

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Date

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MOH Representative Signature

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Date

**Please Remit to:**

**Matthews Opera House & Arts Center  
612 N. Main St.  
Spearfish, SD 57783**

HOLD HARMLESS AGREEMENT

(I), or (we), \_\_\_\_\_, hereby agree to indemnify and hold harmless The Matthews Opera House and Arts Center and its agents, employees and volunteers from any and all losses, expenses, damages, demands and claims in connection with or arising out of any injury or alleged injury to any persons (including death), or damage or alleged damage to personal or real property, sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the use of MOH Property, including, but not limited to, the interest in or use of the property listed above in the Rental Agreement, in any manner or fashion; and further (I)/(we) agree to defend any suit or action brought against the MOH, its agent, employees or volunteers, or any of them, based upon such alleged injury or damage and to pay any and all damages, costs and expenses, including attorney's fees in connection therewith or resulting therefrom.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Person(s)/Business/Organization – PLEASE PRINT

\_\_\_\_\_  
(Signature) Representative

For MOH Office Use Only

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Key(s) issued: Key # \_\_\_\_\_ Sets \_\_\_\_\_ Date Issued: \_\_\_\_\_ Returned: \_\_\_\_\_

After-Event Inspection:  Full Deposit Return  
 Partial Deposit Return (Reason: \_\_\_\_\_)  
 No Deposit Return (Reason: \_\_\_\_\_)

Date Returned: \_\_\_\_\_

\_\_\_\_\_  
MOH Representative Signature