

## **Rental Events Policies and Rates**

When possible, the Colorado Springs Fine Arts Center at Colorado College (FAC) makes its facilities available to the community for events presented by organizations, corporations and individuals. The FAC reserves the right to deny any request for use of its facilities that may conflict with its primary mission, programming and activities. The following policies and procedures pertain to the use of FAC facilities by Renters (other arts organizations, event sponsors and planners, and others) and their representatives (employees, volunteers, agents, vendors, subcontractors and others).

### **Terms of Use**

FAC spaces and facilities are available for use between the hours of 8:00 a.m. and midnight. Use includes reasonable use of venue, utilities, such as electricity, water and natural gas, and basic custodial services. The FAC reserves the right to use its spaces and facilities for its own programming during the term of any rental agreement provided such use does not unreasonably interfere with the renter's intended and agreed upon use of the facilities. Note that the FAC maintains regular business hours and any rental activity must not impede the FAC's ability to conduct business or patrons' experience on the premises.

### **Scheduling**

In scheduling FAC facilities, the FAC will schedule use of all of its facilities, with priority given to FAC and Colorado College programs and activities. Facilities may be available for rentals only for those days and times during which the FAC does not have scheduled programs or activities including preparations, rehearsals, load-in and tech testing/run-through for FAC programs. Programming in adjacent spaces may be taken into account to avoid sound overflow or access issues.

In instances of multiple reservation requests for a space, FAC and Colorado College events receive first priority, and then others in the following order: 1. not-for-profit arts organizations; 2. other not-for-profit organizations; 3. for-profit arts organizations; 4. educational or governmental entities; 5. and non-arts-related, for-profit business.

To determine whether an FAC space is available for public use on a particular date, interested parties should submit an EVENT INQUIRY FORM available here: <https://fac.coloradocollege.edu/event-inquiry-form/>

### **Rental Fees**

At the discretion of the FAC, the facilities are available for use under the policies detailed here and the terms of a customized Rental Agreement. The FAC grants each Renter a short-term contract to use a particular space for specific agreed-upon dates and times.

To receive a rate sheet (Facility Fee Schedule) detailing current facility use and labor fees please contact the Events Department at (719) 477-4350. Information regarding A/V and other equipment usage and/or rental is available upon request.

### **Payments and Deposits**

In consultation with the Renter, the FAC assesses and itemizes an approximated contract amount for each event. Some fees, such as on-site personnel costs, are estimated to the best of the FAC's ability given the information provided by Renter. Actual costs are determined after the event has been

completed; any overpayments or underpayments are credited or billed to Renter at that time.

In advance of the event, FAC must receive full payment of the amount indicated in the Rental Agreement for use of the space and facilities, professional services, and equipment rental. 50% of the contract amount is due immediately upon execution of the Agreement; the remaining 50% must be paid at least three (3) days prior to the event. A reservation is not considered binding until a signed contract has been executed and this deposit (50% of full contract amount) has been paid in full. Events should not be announced publicly, and tickets should not be placed on sale, until a fully executed agreement has been completed, and 50% deposit has been received by the FAC.

### **Insurance**

The Renter is required to have Comprehensive General Liability Insurance coverage, in amounts not less than \$1 million per occurrence, \$3,000,000 general aggregate, and \$100,000 for damages to rented premises, in effect during their entire use of the facilities. Renter must obtain an endorsement to its liability insurance policy naming the FAC, its employees, officers and directors as additional insureds under the policy, and insuring Renter's obligation under this Agreement, and must provide the FAC with a copy of such endorsement as well as a certificate of insurance at least forty-eight (48) hours prior to the Event Date.

### **Catering**

Bon Appetit currently holds a contract with Colorado College to be the exclusive caterer for the FAC. The Renter is required to use Bon Appetit for all food and beverage needs for the event.

## **PROMOTION**

### **Public Relations Materials**

The renter is responsible for its own public relations materials, advertising and production programs. However, all public relations and publicity materials associated with renter's production or event and information regarding ticket sales (including, but not limited to, brochures, advertisements, posters, programs and flyers) must be submitted to and approved by the FAC at least one (1) week prior to printing and distribution.

All public relations and publicity materials associated with the renter's event must identify the location by name (i.e. Colorado Springs Fine Arts Center at Colorado College at 30 West Dale Street) and must not use the names "FAC," "Colorado Springs Fine Arts Center" or "CSFAC" in any way. Materials must feature the name to identify location only and must not imply or cause confusion that the event is an FAC event.

### **Exploitation**

Renter may not use or permit the use of the names "Colorado Springs Fine Arts Center at Colorado College," "Fine Arts Center," "FAC," "Colorado Springs Fine Arts Center," or "CSFAC," nor may the renter permit the use of these names by any sponsor, or in affiliation with any commercial product or company, or for the purpose of fundraising or the solicitation of sponsorship, without prior written consent of the FAC. No signs, banner, advertising or solicitation materials may be placed on FAC property without the FAC's express written consent.

## **FACILITIES**

### **Care of Premises**

Under the FAC Rental Agreement, renters are allowed to use the facilities on an “as is, where is” basis, and are expected to accept the facilities in the condition existing at the Move-In-Date and return them to this condition upon leaving. Renter is responsible for maintaining the facilities and equipment of the FAC and Colorado College in good working condition and unchanged appearance. In the event that the volume of debris generated by Renter requires the FAC to arrange for additional trash pick-up, renter must reimburse the FAC for the cost of cleaning service. Drinks shall be allowed in approved event space in plastic cups only; no smoking is allowed on any Colorado College property, including all areas of the FAC, at any time. Use of FAC’s business offices, telephones, office machines or other office equipment is strictly prohibited, and activity shall not impede FAC’s ability to conduct its business.

Renter agrees to notify the FAC of renter’s exact floor plan. Renter may not make any changes or decorations to the space without FAC’s written consent and approval. Specifically, no nails, paint or tape shall be used on or attached to either the floor, or any other item or product that might damage the floor’s surface, composition or appearance. Similarly, nothing may be applied to FAC’s seating, walls, counters, cabinetry or other equipment that could damage or alter the appearance of said fixtures. Any and all painting and/or building of sets must be arranged prior to moving into the facility. The FAC agrees not to withhold unreasonably its consent to temporary changes or decorations that do not damage the space or facility or violate any applicable state and local statutes, ordinances, laws, codes or regulations. The FAC and renter agree that the FAC’s refusal to consent to changes or decorations that will damage the space or facility or be in violation of any applicable state and local statutes, ordinances, laws, codes or regulations or interfere with other projected or scheduled uses of the space or facility is deemed reasonable. Renter agrees not to plan or implement activities in any FAC spaces not explicitly rented as per the agreement, and must notify FAC at the time of entering into the agreement of any music or other audible activity that may bleed into other public FAC spaces.

### **Photography and Videography**

Photography and videography are limited to renter’s event only. The capturing of artwork in said photography and videography is subject to copyright laws. Commercial photography and videography is strictly prohibited. Photography utilizing flash or tripod equipment is prohibited in gallery spaces to protect the artwork.

### **Code and Permit Compliance**

Renter must self-informed about, and comply with, all applicable state and local statutes, ordinances, laws, codes and regulations, including, without limitation, the State of Colorado and City of Colorado Springs fire and building codes.

### **Responsibility for Damages and Indemnification**

Renter must indemnify and hold harmless the FAC/Colorado College, its employees, agents, contractors, management and staff, officers and directors from any and all claims, losses, damages, liens, liabilities, injuries, deaths, lawsuits and other proceedings, judgments and awards, and costs and expenses (including but not limited to reasonable attorney’s fees and costs) or any other expenses asserted against or suffered by said persons or entities resulting from or arising out of any negligence, misconduct or noncompliance with its Agreement or applicable laws, ordinances, codes or permit requirements. Renter is responsible for any property loss, damage or theft or any personal injury suffered in or related to the facility and the space during their use, and must replace any equipment lost, damaged or stolen due to renter’s negligence at fair market value.

### **Fire and Building Code Requirements**

Renter must not use any pyrotechnics or open flame, or engage in any activity that involves risk of fire. If a performance or the production is closed by the Colorado Springs Fire Department or any other governmental agency or department because of alleged non-compliance by renter with applicable code or permit requirements, renter must nevertheless pay the FAC the full amount of its use and occupancy fees. All events must comply with all fire and building codes. In addition to requirements of the Colorado Springs Fire Department, the FAC reserves the right to assess the risk of fire or safety of the proposed performances.

### **Cancellation and Termination**

The renter may cancel its space reservation by written notice delivered to the FAC at least thirty (30) days prior to the Move-In-Date, without further financial obligation to the FAC, other than forfeiture of Renter's reservation deposit. If renter cancels its reservation less than thirty (30) days prior to the Move-In-Date, whether prior to, or during the scheduled run of performances, renter will receive a 50% refund. Renter will be responsible for 100% of any service fees, including catering or setup that have already occurred. The FAC may terminate its Agreement with renter at any time if either (a) the FAC is given notice by any governmental agency or department that Renter is violating any applicable laws, ordinances, codes or permit conditions, or (b) if renter is damaging the space, equipment, or other facilities or fixtures of the FAC, or is otherwise violating provisions of its Agreement. The FAC will effect a termination by delivering a written notice to an authorized representative of the renter. The FAC will not be liable for any costs incurred by renter in preparing for canceled performances or for lost profits or consequential damages arising from canceled performances.

## **DETAILS SPECIFIC TO EVENTS UTILIZING THEATRE SPACES**

**In addition to the policies above, the specifics below would apply to any function or event taking place in the FAC's SaGaJi Theatre or Music Room venues.**

### **Theatre Personnel**

Regardless of event specifics, for events held in either the mainstage Theatre or the Music Room, the following FAC personnel must be at the facility any time that the Renter, its agents, contractors, or employees are present: a Sound Operator; a Light Board Operator; a Stage Carpenter (Deck Hand), a Stage Supervisor. This is the minimum staffing required; this may increase due to the needs of the specific event.

When invitees are present, whether or not there is an admission price, the following personnel must also be at the facility: an FAC House Manager; and Ushers (minimum of 6 for mainstage Theatre and 2 for the Music Room), to be provided by FAC.

Each of these FAC employees has a minimum work call of four (4) hours, and is entitled to a one (1) hour meal break after five (5) consecutive hours of work. Time worked in excess of eight (8) hours in any twenty-four (24) hour period is charged at an overtime rate of 150% the original rate; after twelve (12) hours of work in any twenty-four (24) hour period, the double overtime rate increases to 200% of the original rate. Holiday pay rates may also apply. Health, Welfare and Taxes of eighteen percent (18%) surcharge is payable on the gross fees for technical and house management staff for the purpose of providing fringe benefits such as health insurance coverage.

In addition to the personnel listed above, other FAC personnel may also be required, depending on the technical needs of the Renter's event. FAC reserves the right to assess those needs and require the presence of additional FAC or contract personnel in its sole discretion, but at the Renter's cost and expense. FAC equipment is to be operated only by FAC personnel, so as to protect FAC property and the

safety of those in the facility. Labor fees for FAC personnel will be added to Renter's use fee, and included in the total contract amount determined in advance of Renter's event.

### **Ticketing and Box Office Services**

FAC will provide box office sales and ticketing services for Renter's mainstage theatre and/or Music Room event, whether or not there is an admission price. FAC box office is located at the FAC – 30 West Dale Street, Colorado Springs, CO 80903. For more information about fees for box office set-up and operations, please contact FAC's Theatre Director at (719) 477-4336.

The following policies apply to Renter's use of FAC box office and ticketing services and facilities:

The FAC will open the box office for presale of tickets during regular business hours to coincide with Renter's advertising efforts. All ticket information (including performance times and dates, all ticket prices, text to be printed on tickets, etc.) must be submitted to FAC box office by Renter no later than three (3) weeks in advance of earliest presale date. In addition, the FAC will agree to have the box office open at least one (1) hour prior to and at least fifteen (15) minutes following the start of each of Renter's public events.

Tickets sold through FAC will be held for "Will Call" at the FAC box office. Prepaid tickets will not be released for resale.

### **Service Charges**

Renter must pay the FAC a Twenty-Five and 00/100 Dollars (\$25.00) fee for each box office service change, including but not limited to production ticket prices and off-site ticket vendors, requested by Renter after its Agreement has been executed.

### **Receipts Reconciliation**

All losses resulting from non-payment, non-collection, or otherwise in connection with all ticket sales will be deducted from gross box office receipts before payment of the net receipts to Renter. Any and all amounts due which are unpaid by Renter will be deducted from gross box office receipts. The FAC will provide Renter with complete box office accounting reports.

### **Release Tickets**

Renter may request in writing "release" tickets from FAC box office for advance sales. However, if such release tickets are lost, Renter will be assessed an additional charge of \$1 per ticket for reprinting lost tickets.

### **Comp List**

Renter must provide the FAC box office with Renter's alphabetically ordered complimentary ticket list for each event no later than three (3) hours prior to the performance time. Any person requesting complimentary tickets whose name is not on the aforementioned list, or whose request has not been specifically approved by one of the mutually agreed upon designated representatives of the Renter, will be refused. Renter must provide FAC with a total of ten (10) complimentary tickets to Renter's event for FAC's own use.

### **Merchandise and Concessions Sales**

Renter may not sell merchandise at the FAC venue.

Bon Appetit is the official caterer of all Colorado College events and maintains exclusive rights to concessions (food and beverage, including alcohol) sales in all FAC facilities; Renter may not sell food or beverages at the facility at any time. At the Renter's request, Bon Appetit can be contracted to provide food and beverage services for Renter's patrons. Renter must notify Bon Appetit at least one (1) week prior to event, and all profits from sales remain with Bon Appetit.

### **Videotaping and Photography**

Renter must obtain prior written permission from the FAC to photograph, film, broadcast, record or reproduce by radio, television or any other device, the events/performances inside the facility. This agreement is also subject to regulations and/or penalties imposed by any union with which the FAC is affiliated which governs recording and reproduction. Renter must agree to indemnify, defend, protect and hold harmless the FAC/Colorado College from all losses of every kind and nature suffered by the FAC arising out of union actions related to a violation by Renter, its agents, contractors, employees or invitees of this Section. Violation of this policy may result in cancellation or interruption of the event at FAC's sole discretion.

### **Equipment and Sets**

At the discretion of the FAC, the renter may not make use of the technical production equipment in the mainstage Theatre or the Music Room without proper FAC personnel's oversight. Availability of this equipment is subject to change and cannot be guaranteed for availability.

At least thirty (30) days prior to utilizing the facility, the renter must provide FAC with a list of all equipment that the renter intends to use, including a specific description of lights, sets, props, platforms and other installations and their locations. All major set construction must be completed prior to moving into the facility; FAC facilities are to be used for final set assemblage and storage only.

### **Other Obligations**

More detailed policies and obligations of the renter are enumerated in the Rental Agreement.