

# Ute Pass Cultural Center & Midland Pavilion



## Event Venue Contract

Event Title \_\_\_\_\_

Event Date(s) \_\_\_\_\_ Event Time(s) \_\_\_\_\_

Rental Start Time (including Set-up) \_\_\_\_\_ Rental End Time (including Clean-up) \_\_\_\_\_

# of Attendees \_\_\_\_\_ Additional Information \_\_\_\_\_

Client \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_ Business \_\_\_\_\_

Mailing Address \_\_\_\_\_

This Agreement is made effective as of \_\_\_\_\_ (date), by and between Ute Pass Cultural Center & Midland Pavilion, hereafter referred to as UPCC, and \_\_\_\_\_ (name of client/s), hereafter referred to as the Client.

### VENUE RENTAL FEES

1. The Client agrees to pay an initial **non-refundable** deposit of 50% of the total of all fees upon submission of this contract. This payment serves to hold the venue for the specified date of event and is payable at the time of contract signature.
2. The remaining agreed upon total fees will be due within 24 hours, or 1 business day prior to the date of the event.  
The remainder of the balance will be paid by: \_\_\_\_\_ (date)
3. Payments may be made via (cash delivery, check, or credit card.) Make checks payable to Ute Pass Cultural Center.
4. A refundable security deposit of \$400 will be returned to the Client up to two weeks after the event and after the UPCC has been inspected for any potential damage from the event. In the event that damages exceed the security deposit, Client agrees to pay the additional costs within 30 days of receiving an invoice from the City/UPCC for the difference. Client will not be eligible for additional rental use until these amounts are paid in full. Client agrees to pay any collection costs, including attorney's fees, for amounts due pursuant to this paragraph.

### DATE CHANGES

In the event the Client is forced to change the date of the event, every effort will be made by the UPCC to transfer reservations to support the new date. The Client further understands

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that last minute changes can impact the quality of the event and that UPCC is not responsible for these compromises in quality.

**CANCELLATIONS**

In the event of a cancellation of a special event or wedding, all payments made to date are **non-refundable**. All cancellations or reservation changes must be made in writing.

**LOCATIONS AND SERVICES**

The Client requests to reserve the following locations and services at the UPCC (check all that apply).

**Locations**

	<u>Commercial</u> Price Per Hour	<u>Non-Profit* Price</u> Per Hour	<u># of</u> Hours/Items	<u>Totals</u>
<input type="checkbox"/> UPCC & Midland Pavilion (Mon.-Thur.)	\$ 294.00	\$ 200.00		
<input type="checkbox"/> UPCC & Midland Pavilion (Fri.-Sun.)	\$ 350.00	\$ 200.00		
<input type="checkbox"/> UPCC Only (Mon.-Thur.)	\$ 189.00	\$ 125.00		
<input type="checkbox"/> UPCC Only (Fri.-Sun.)	\$ 217.00	\$ 125.00		
<input type="checkbox"/> Main Room (Mon.-Thurs.)	\$ 105.00	\$ 75.00		
<input type="checkbox"/> Main Room (Fri.-Sun.)	\$ 133.00	\$ 75.00		
<input type="checkbox"/> Midland Pavilion Only (Mon.-Thur.)	\$ 105.00	\$ 75.00		
<input type="checkbox"/> Midland Pavilion Only (Fri.-Sun.)	\$ 133.00	\$ 75.00		
<input type="checkbox"/> North Room	\$ 36.00	\$ 25.00		
<input type="checkbox"/> Community Room	\$ 36.00	\$ 25.00		

**Services**

<input type="checkbox"/> Large Set-Up (100+)	\$ 100.00	\$ 100.00	n/a	
<input type="checkbox"/> Medium Set-Up (50-99)	\$ 75.00	\$ 75.00	n/a	
<input type="checkbox"/> Small Set-Up (-50)	\$ 50.00	\$ 50.00	n/a	
<input type="checkbox"/> Large Clean-Up (100+)	\$ 200.00	\$ 200.00	n/a	
<input type="checkbox"/> Medium Clean-Up (50-99)	\$ 150.00	\$ 150.00	n/a	
<input type="checkbox"/> Small Clean-Up (-50)	\$ 100.00	\$ 100.00	n/a	
<input type="checkbox"/> Bartender (price per hour)	\$ 30.00	\$ 30.00		
<input type="checkbox"/> Tableclothes (round)	\$ 11.00	\$ 11.00		
<input type="checkbox"/> Tableclothes (rectangle)	\$ 11.00	\$ 11.00		
<input type="checkbox"/> Cloth Napkins	\$ 0.75	\$ 0.75		
<input type="checkbox"/> White Plates (10.5" - 189, 7" - 212)	\$ 0.50	\$ 0.50		
<input type="checkbox"/> Silverware (Forks- 195, Knives-188, Spoons-190)	\$ 0.25	\$ 0.25		
<b>GRAND TOTAL</b>				
50% Deposit				
Security Deposit				\$ 400.00
<b>TOTAL DEPOSIT</b>				<b>\$ 400.00</b>
Balance				

\*Non-Profit rates apply to 501 (c) (3) organizations, government entities, and City of Woodland Park employees. Refer to Exhibit A for detailed Non-Profit policies and procedures.

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## RULES AND REGULATIONS

The following list of rules and regulations is to be upheld by the Client, volunteers of the Client, vendors of the Client, and client representatives.

### GENERAL

1. The Client is held responsible for any and all damages and losses to the building and/or the contents.
2. The City of Woodland Park and the UPCC shall not be held responsible for any damage or loss, which may occur to non-City of Woodland Park property, brought to or exhibited on the premises.
3. Maximum occupancy of the UPCC is three hundred (300) people. The user shall not admit to the premises a number of persons greater than the stated capacity.
4. Event Venue Contracts are non-transferrable.

### DECORATIONS

1. Decorations must be reviewed and subject to approval by the UPCC staff.
2. Decorations must be removed without leaving damages.
3. Decorations may be hung from existing hooks and/or nails. Any other nails, hooks, tacks, tape, pins or screws may not be used to hang decorations.
4. All decorations must be removed directly following the departure of the last guest, unless special arrangements have been made between the Client and the UPCC.
5. No hay or straw is allowed inside the building.
6. No furniture, fixtures, or equipment will be placed so as to obstruct passageways and emergency avenues or egress.
7. No furniture, fixtures, or equipment will be placed on the dance floor, unless preapproved by the UPCC staff.
8. No smoke/fog or bubble machines allowed.
9. No open flame candles allowed.
10. The use of birdseed is permitted only outside for wedding and reception farewells.
11. Rice, confetti, helium balloons, glitter, pyrotechnics, and sparklers are not permitted inside or outside the facility.

### FOOD

1. Food details and kitchen needs must be coordinated with the UPCC staff no later than two weeks prior to the scheduled event.
2. If kitchen facilities are used, they must be cleaned by the Client before leaving the premises.
3. If grills are used, they must be electric or propane, and used outside on pavement. (pending county and state fire bans)

### BEVERAGES/LIQUOR

1. All liquor must be served by the UPCC bartender, as The City of Woodland Park is the sole provider of alcoholic beverages to the UPCC.

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- 2. State law prohibits any outside alcoholic beverages in the UPCC.
- 3. Beverage details and needs must be coordinated with the UPCC staff no later than two weeks prior to the scheduled event.
- 4. Alcoholic beverages may not be served to minors.
- 5. Kegs are prohibited.
- 6. The consumption of alcoholic beverages in any public place except the licensed premises of the UPCC is prohibited.
- 7. No staff member of the UPCC will permit the removal of alcoholic beverages from premises unless sealed with the appropriate cork or commercially manufactured top or stopper.
- 8. Any Client transporting partially consumed alcoholic beverages must comply with the requirements for Colorado Law 42-4-13005, C.R.S.

Beverage/Liquor Requests \_\_\_\_\_

SMOKING

Smoking is prohibited inside the UPCC.

ILLEGAL SUBSTANCES/BEHAVIOR

- 1. Illegal substances are prohibited on all premises of the UPCC.
- 2. Any behavioral disturbances are prohibited and are subject to immediate removal from premises along with contact of local authorities.
- 3. The consumption, distribution, or smoking of marijuana or marijuana products is strictly prohibited.

CHILDREN

All children under the age of 16 must be supervised at all time.

ANIMALS

- 1. No pets or any other animals are allowed in the UPCC.
- 2. Service animals are welcome.

PHOTOGRAPHY

The UPCC uses live, video and still photography to assist with promotion of the venue. All photos taken at the UPCC by the Client's photographer will also be the property of the UPCC to be used solely for promotional purposes. No boudoir or nude photography is permitted anywhere at the UPCC.

ADVERTISING

- 1. No signs are to be placed outside the building without approval from the City Planning Department (719-687-9246).
- 2. Advertising inside the UPCC is prohibited, unless approved by UPCC staff.
- 2. Marquee must be reserved prior to event.

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Marquee Requested Dates \_\_\_\_\_

Marquee Requested Wording \_\_\_\_\_

KEYS

- 1. If the Client checks-out a key(s), the Client is responsible for locking any exit door at the UPCC. Any door left unlocked will incur a \$50 fee.
- 2. Any lost key will incur a \$100 fee.
- 3. The Client must return any key(s) to the UPCC staff within 48 hours, or 2 business days following the event. For every 24 hours that the key is late, the Client will incur a \$50 fee.
- 4. Copying of UPCC keys is prohibited and will result in a \$1000 fee.

TERMINATION

- 1. The UPCC staff may terminate this Agreement at any time, without liability to the UPCC or the City of Woodland Park.
- 2. Should the Client fail to perform the terms and conditions of the Agreement, the UPCC staff may terminate this Agreement without prior notice to the Client.

INDEMNIFICATION

The Client expressly agrees to indemnify and hold harmless the City of Woodland Park/UPCC from any claims, losses, liabilities, costs, damages, or related expenses incurred by the City/UPCC, its agents and employees, as a result of any injury to any person or any damage to any property arising in any way out of the use of the leased premises by the Client or any employee, agent, independent contractor, invitee, guest or licensee, including any person attending or attempting to attend the event or activity for which the premises are being leased, whether or not such person has been invited or authorized to attend by the Client. The Client's liability under this paragraph shall include all costs and expenses incurred, including, but not limited to, reasonable attorney's fees. The City/UPCC's right to indemnity under this agreement shall arise even though joint or concurrent liability may be imposed on the City/UPCC by statute, ordinance, regulation, or other law. Client further agrees to assume any risk associated with the event for which this agreement is granted. Nothing herein is intended as a waiver of the City's governmental immunity.

By signing below, the Client acknowledges receipt of this Event Venue Contract and agrees to comply with said rules and regulations as well as all applicable rules, laws, ordinances, and regulations adopted or established, by the City of Woodland Park, the Ute Pass Cultural Center and Midland Pavilion.

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Approved by (UPCC Staff) \_\_\_\_\_ Date \_\_\_\_\_

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VENDOR CONTACT INFORMATION

Please complete any applicable areas below

Caterer \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Event Planner \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Florist \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

DJ/ Band \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Photographer \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Other \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Other \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

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## Exhibit A

### Non-Profit Policies and Procedures

The following non-profit policies apply to 501(c)(3) organizations\*, government entities, hereinafter referred to as the "Entities" or "Entity".

#### VENUE USE

1. The above listed Entities will receive one rent free event per calendar year, NOT exceeding two consecutive days.
2. If any set-up, clean-up, bartender, cache, and/or table linen services are requested, the Entities must pay the posted rates for each.
3. No Entity will be allowed a fee waiver from the City of Woodland Park for additional events within that calendar year.
4. After the Entities have received one rent free event, the posted non-profit rates apply to any and all events within that calendar year.
5. If the above listed Entities provide a "City Sponsored Event" which is a community wide event during which the City of Woodland Park staff are direct participants (ex. City planned event, City is a vendor, City Staff are providing a portion of the programming or presentation) and that requires no entry fee to the public nor vendors, they shall be able to use the UPCC facilities rent free. City Sponsored Events are subject to approval by the UPCC Event Center Coordinator. Entities that provide City Sponsored Events will be exempt from number one, above.
6. The Entities shall, upon request from the City, provide financial records in order to ensure financial transparency for organizations that receive In-Kind services from the City. Such financial records may include, but are not limited to; an income statement, balance sheet, statement of cash flows, or other financial documentation the City may request.

By signing below, the Entity acknowledges receipt of this Exhibit A, Non-Profit Policies and Procedures to the Event Venue Contract and agrees to comply with said rules and regulations as well as all applicable rules, laws, ordinances, and regulations adopted or established, by the City of Woodland Park, the Ute Pass Cultural Center and Midland Pavilion.

Entity Name \_\_\_\_\_ Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

\*Submit a copy of 501(c)(3) documentation with the Event Venue Contract and Exhibit A, Non-Profit Policies and Procedures.

To be completed by UPCC Event Center Coordinator:

Approved as Rent Free Event (Initials) \_\_\_\_\_ Date \_\_\_\_\_

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