

**EVENT AGREEMENT
OLD TOWN SQUARE**

THIS EVENT AGREEMENT (“Agreement”) is made an entered into on the date set forth below by and between the Fort Collins, Colorado, Downtown Development Authority (the “DDA”) and _____ (“Event Coordinator”).

1. Term. This agreement shall commence upon execution by the parties and shall continue through expiration of the License Period, as set forth in Section 4 below.

2. Contract Documents. The contract documents consist of this Agreement together with the Old Town Square map, Policies and Procedures for Events and Vending in Old Town Square, Checklist for Large Events (if applicable), the Event Application and the Site Plan. The foregoing documents are attached hereto and incorporated herein by this reference.

3. Licensed Area and Event. This Agreement pertains to that portion of Old Town Square, Fort Collins, Colorado, which is depicted in the Map of Old Town Square (the “Licensed Area”). The uses permitted under the License granted to Event Coordinator in Section 4 below shall be limited to the event described in the Event Application (the “Event”). No other use of the Licensed Area or Old Town Square shall be permitted.

4. License for the Event. The DDA hereby grants to Event Coordinator a nonexclusive license to use the Licensed Area for the Event on the following date(s) and time(s) (the “License Period”):

Date(s): _____

Time(s): Start: _____ End: _____

Event Coordinator understands and agrees that it shall not begin any activities in the Licensed Area (or Old Town Square as a whole) prior to the start time(s) listed above, and shall complete all activities (including clean up) in Old Town Square by the end time(s) listed above.

5. Event Fees. Event Coordinator shall pay to the DDA the following fees for the Event (check all applicable) at the time of execution of this Agreement:

___ Event Fee in the amount of \$_____

___ Stage Fee (\$20.00 per day) in the amount of \$_____ (total all days)

___ Electricity Fee (\$10.00 per day) in the amount of \$_____ (total all days)

___ Water Feature Shut Down (\$20.00 per day) \$ _____ (total all days)

6. Damage/Cleaning Deposit. Event Coordinator _____ [**shall / shall not**] be required to make a damage/cleaning deposit with the DDA. If required, Event Coordinator shall deposit with the DDA at the time of execution of this Agreement the amount of \$ _____ to secure Event Coordinator's faithful performance of its obligations under this Agreement. The DDA shall be entitled to withhold the deposit, or portion thereof, to cover any costs it incurs, or will incur, for cleaning or repairs to the Licensed Area or Old Town Square as a whole, for outstanding fees or any other amounts owed by Event Coordinator under this Agreement, or for any other reason related to Event Coordinator's failure to perform hereunder. To the extent the deposit, or portion thereof, is not withheld, the DDA will return such amount to Event Coordinator within fourteen (14) days of expiration or termination of this Agreement.

7. Insurance. The following insurance requirements _____ [**shall / shall not**] be required for use of the Licensed Area. If required, Event Coordinator shall, at its own expense, maintain in full force and effect during the License Period public liability and property damage insurance, which will insure the DDA against liability for bodily injury or death of persons, or for loss or damage to property, occurring to, in or about the Licensed Area and Old Town Square as a whole. Such policy shall contain not less than One Million Dollars (\$1,000,000) combined single limit coverage for bodily injury, death and property damage. Such policy shall name the DDA as an additionally insured party and shall contain the following statement:

"This policy shall not be modified or cancelled without ten (10) days' prior written notice to the Fort Collins, Colorado, Downtown Development Authority."

If alcohol will be served during the Event, Event Coordinator shall further be required to obtain an "alcohol endorsement" as part of the coverage required above. Event Coordinator shall deliver to the DDA at least seven (7) days prior to the License Period a certificate of insurance indicating that the insurance requirements contained herein have been satisfied.

8. Electrical Power. The DDA is able to provide electrical power for Events, if requested by Event Coordinator. Electrical power shall be available only from those approved locations depicted on Event Coordinator's approved Site Plan. Event Coordinator shall not attempt to obtain electrical power at any other outlets. Electrical cords or strings of lights may not be strung over or placed within the pedestrian zone (See Old Town Square map). Generators shall not be permitted under any circumstance. The fee for electrical power is set forth in Section 5 above. The DDA makes no guarantees regarding the availability or suitability of electrical power.

9. Inclement Weather. The Event will not be automatically rescheduled if interrupted by rain, snow, hail, high winds, uncomfortably cold or hot temperatures or other forms of inclement weather. Re-scheduling of an event interrupted by inclement weather must be coordinated through the DDA. The DDA will not preempt a previously scheduled activity to accommodate an event interrupted by inclement weather. The DDA shall not be obligated to return any Event fees paid should an Event be cancelled due to inclement weather.

10. Hours of Use in Old Town Square. All performances included in the Event must conclude by 10:00 p.m. No exceptions. Please be aware that pursuant to Fort Collins Municipal Code, Old Town Square is closed to the general public between the hours of 2:00 a.m. and 6:00 a.m.

11. Changes to Site Plan, Sponsor and Vendor Lists. Event Coordinator shall not deviate from the specification set forth in the Contract Documents, nor shall it make any modifications to the approved sponsor and vendor lists, without the prior written approval of the DDA.

12. Removal of Property. Event Coordinator shall remove all of its personal property from Old Town Square upon conclusion of the License Period. Any personal property that remains in Old Town Square after expiration of the License Period is subject to disposal at the sole discretion of the DDA, and the DDA shall not be held liable in the event that any such property is disposed of.

13. Trash Receptacles. Event Coordinator shall be required to provide trash and recycling receptacles for use by the general public at the Event. Event Coordinator shall be required to provide trash receptacles of appropriate size, and in appropriate numbers, to handle all trash generated by an event of the type of the Event. Trash receptacles shall be dumped throughout the Event as often as is necessary to maintain their utility.

14. Food Vending Mats. If the Event involves any food vending, Event Coordinator shall be required to have clean mats in front of each food vending area to capture spilled food and waste. These mats must cover all food preparation areas and extend into the customer area a minimum of three (3) feet. No exceptions. Additional mats may be required if DDA staff, in its discretion, determines that such additional mats are necessary or advisable for the protection of Old Town Square or for the safety of the general public. Recommended mats include 90 lb. barrier mats or barrier spill mats. Tarpaulins will not be accepted.

15. Cleaning and Repairs. Event Coordinator shall be responsible for reimbursing the DDA for any damages caused to the Licensed Area, or Old Town Square as a whole, which result from any action of the Event Coordinator, its officers, members, employees, agents, representatives, or any other person acting under the authority or the control of the Event Coordinator. Event Coordinator shall be responsible for removing from Old Town Square as a whole all trash generated by the Event. Event Coordinator shall further be responsible for paying a \$50.00 per man-hour fee for trash removal or for any pressure washing which the DDA determines, in its sole discretion, is necessary to remove any spills, stains or other similar damage to the Licensed Area or Old Town Square as a whole which results from the Event or any of its activities. Event Coordinator agrees that it shall reimburse the DDA for costs it incurs repairing or cleaning the Licensed Areas (or Old Town Square as a whole, as applicable) within thirty (30) days of receiving an invoice for the same from the DDA.

16. Notice. Any notice required or desired to be given by any party to this License Agreement shall be in writing and may be: (i) personally delivered; (ii) sent by certified mail; or (iii) sent by a nationally recognized receipted overnight delivery service, including the United

States Postal Service, United Parcel Service or Federal Express, for earliest delivery the next day. Any such notice shall be deemed to have been received as follows: (i) when personally delivered to the party to whom it is addressed; (ii) when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; and (iii) when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for the mailing or delivering of notices shall be as follows:

IF to DDA: Fort Collins, Colorado,
Downtown Development Authority
19 Old Town Square, Suite 230
Fort Collins, CO 80524

If to Event Coordinator: To address identified in Event Application

Notice of a change of address of a party shall be given in the same manner as all other notices, as hereinabove provided.

17. Licensing, Legal Compliance. Event Coordinator shall be responsible for obtaining and maintaining all licenses and permits necessary for the Event. Event Coordinator shall comply with all federal, state and local laws, rules and regulations.

18. Materials and Support for Event. Event Coordinator shall be responsible for providing any and all equipment, materials, services, supplies, technical support and staffing necessary for the Event.

19. Alterations and Signage. Event Coordinator shall not make any alterations or improvements to the Licensed Area. No signage, regardless of form, may be posted within the Licensed Area (or Old Town Square as a whole) without the prior written approval of the DDA.

20. Termination of License. The DDA may terminate this License Agreement in accordance with the following:

A. The DDA shall have the right to terminate this License Agreement without cause by giving written notice to Event Coordinator of such termination at least ten calendar (10) days prior to the beginning of the License Period.

B. The DDA shall have the right to terminate this License Agreement at any time, including during the Event, upon the happening of any of the following:

- i. Event Coordinator uses, or attempts to use, the Licensed Area in a manner inconsistent with what was approved in the Contract Documents;
- ii. The Licensed Area has been destroyed or damaged in a manner which the DDA has determined, in its sole discretion, renders use of the Licensed Area for the Event unsafe or otherwise inadvisable;

- iii. Any unforeseen occurrence beyond the control of the DDA which the DDA has determined, in its sole discretion, prevents Event Coordinator from using or continuing to use the Licensed Area for the Event, or renders use of such area for the Event unsafe or otherwise inadvisable;
- iv. The Event contains content which, in the determination of the DDA, in its sole discretion, violates the “community standards” definition of obscenity;
- v. The Licensed Area is required for public necessity or emergency use; or
- vi. Upon any default by Event Coordinator under the terms and conditions of this Agreement.

C. The DDA shall not be liable to Event Coordinator for any damages whatsoever resulting from the DDA’s termination of this Agreement pursuant to this Section 20. In the event the DDA terminates this Agreement pursuant to Section 20(A) above, the DDA agrees to refund Event Coordinator all fees paid to the DDA. The DDA shall not be required to refund any fees paid by Event Coordinator for termination pursuant to Section 20(B) above.

21. Cancellation of Event by Event Coordinator. Event Coordinator may cancel the Event and terminate this Agreement at any time; provided, however, that no fees paid to the DDA shall be refunded unless Event Coordinator gives written notice of cancellation to the DDA at least ten (10) business days prior to the start of the License Period. The application fee is nonrefundable.

22. Additional Conditions of Use. The DDA reserves the right to impose upon Event Coordinator any other conditions for use of the Licensed Area which it determines, in its sole discretion, are necessary or advisable for reasons of legal compliance, for preventing damage to Old Town Square, or for the health, safety and welfare of the general public, and such conditions shall be effective upon verbal or written notice to Event Coordinator.

23. Waiver of Liability. Event Coordinator understands and agrees that the DDA shall not be liable to Event Coordinator for any form of property loss or damage (including lost or stolen property), or for bodily injury or death, which results from, arises out or is connected to the Event, or Event Coordinator’s use of the License Area or Old Town Square as a whole. Event Coordinator hereby waives any and all claims against the DDA, its officers, employees and agents, related to any such loss, damage, injury or death.

24. Indemnification. Event Coordinator hereby agrees to indemnify, hold harmless and defend, to the maximum extent permitted by law, the DDA, its officers, employees and agents, from and against any loss, cost, expense or damage, including, but not limited to, attorneys’ fees, court costs, other legal expenses and judgments, and against all liability whatsoever claimed, resulting from, arising out of or in any way connected with the Event or Event Coordinator’s use of the License Area or Old Town Square as a whole.

25. Modification of Agreement. No additions, amendments or any other form of modification of or to this License Agreement, or the terms and provision contained herein, shall be valid and binding unless agreed to in writing and executed by the parties hereto.

26. Assignment. Event Coordinator shall not have any right or power to assign any part of this Agreement without the prior written consent of the DDA, which consent may be withheld in the sole discretion of the DDA.

27. Complete Agreement, Materiality of Terms, Default. The Contract Documents, together with any exhibits incorporated herein by reference, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, whether written or oral. All terms and conditions contained in this Agreement are hereby deemed to be material. Event Coordinator's failure to perform fully all of its obligations hereunder, or to adhere to the terms and conditions of this Agreement, shall constitute a default. In the event of a default by Event Coordinator, the DDA may seek any available legal or equitable remedy, including, but not limited, termination of this Agreement.

28. Attorneys' Fees. In the event that litigation is commenced by one party hereto against the party hereto, which litigation results from, arises out of or is in any way connected to this Agreement, the court shall award to the substantially prevailing party all reasonable costs and expenses, including attorneys' fees, court costs and other legal expenses.

29. Severability, Sections and Headings. If any term or condition of this Agreement is held to be illegal, invalid or unenforceable, such term or provision shall be fully severable. Sections and headings contained herein are for organizational purposes only and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date of the last signature written below.

THE FORT COLLINS, COLORADO,
DOWNTOWN DEVELOPMENT AUTHORITY

By: _____
Matt Robenalt, Executive Director

Date: _____

EVENT COORDINATOR:

By: _____

Name: _____

Title: _____

Date: _____

SAMPLE