

NOTICE: Cancellation of an Event may result in the forfeiture of a portion of your security deposit. Please see Section 36 below for details on the cancellation policy.

THEATRE USER LICENSE AGREEMENT

THIS THEATRE USER LICENSE AGREEMENT (“License Agreement”) is made and entered into this _____ day of _____, 20____, by and between on the one hand BAS BLEU THEATRE COMPANY, a Colorado nonprofit corporation (“Bas Bleu”), and the FORT COLLINS, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY, a body corporate and politic (the “DDA”), and on other hand:

Name: _____ (“User”)
(print name of person or entity acquiring license)

Address: _____

Telephone Number: (_____) _____
(area code)

Contact Person (if User is an entity): _____
(print name)

USE OF PREMISES

1. Property. This License concerns the Bas Bleu Theatre Company, located at 401 Pine Street, Fort Collins, Colorado 80524 (the “Property”).

2. Premises. Bas Bleu and the DDA hereby grant to User permission to use and occupy the theatre and the lobby of the Property, including the bathroom facilities located therein (the “Premises”), in the manner described hereinafter.

3. License Period. User may occupy the Premises on the following date(s) and time(s) (the “License Period”) (attached additional sheet if necessary):

If for single day use:

On _____, 20____, between the hours of _____ and _____.

If for multiple day use:

From _____, 20____, through _____, 20____, between
the hours of _____ and _____ each day.

4. Full or Partial Use of Theatre Stage. During the License Period, _____ **[full / partial]** use of the theatre stage will be available. When only partial use of the stage is available, User shall be limited to using only those portions of the theatre stage identified by Bas Bleu as being available for use.

5. The Event. The Premises may be used for the following purpose (the “Event”) and no other purpose (describe the Event in space provided below; attach additional sheet if necessary):

6. Payment. No payment by User is required for use of the Premises.

7. Security Deposit. A credit card deposit is required to use the Premises. Upon execution of this License Agreement, User shall file with Bas Bleu a valid credit card that User is authorized to use, which shall secure a deposit in the amount of Five Hundred Dollars (\$500.00) (the “Security Deposit”). The credit card must have sufficient credit to cover this amount. In the event that User fails to return the Premises in the same condition as before User’s use thereof, as required by Sections 20 and 21 hereof, User hereby authorizes Bas Bleu to charge such card up to such amount to cover the costs, in whole or in part, of cleaning or repairs to the Premises or the Property, or for the replacement of Bas Bleu’s property. Further, User hereby authorizes Bas Bleu to charge such card for cancellation of the Event outside of the time period permitted in Section 36 below for the amount therein specified. In no event shall the amount of the Security Deposit be construed as a limitation on User’s liability to Bas Bleu for damages or loss to the Premises or the Property, or any property located therein or thereon.

8. Insurance. The following insurance requirements _____ **[shall / shall not]** be required for use of the Premises. If required, User shall, at its own expense,

maintain in full force and effect during the License Period public liability and property damage insurance, which will insure Bas Bleu and the DDA against liability for bodily injury or death of persons, or for loss or damage to property, occurring to, in or about the Premises or the Property. Such policy shall contain not less than Six Hundred Thousand Dollars (\$600,000) combined single limit coverage for bodily injury, death and property damage. Such policy shall name Bas Bleu and the DDA as additional insureds with primary coverage, shall contain a standard cross liability endorsement and shall contain the following statement:

“This policy shall not be modified or cancelled prior to the termination of this License Agreement or without ten (10) days’ prior written notice to the Bas Bleu Theatre Company and the Fort Collins, Colorado, Downtown Development Authority.”

User shall furnish Bas Bleu, at least seven (7) days prior to the License Period, with a certificate of insurance, which indicates that the insurance requirements contained herein have been satisfied.

9. Services, Products, Materials and Support for Event. User shall be responsible for providing any and all services, products, materials, supplies and technical support necessary for the Event, except when the provision of services, products, material, supplies or technical support has been agreed upon in a writing executed by and between User and Bas Bleu.

GENERAL CONDITIONS OF USE

10. Unsupervised Access. Unsupervised access to the Premises by User shall be at the discretion of Bas Bleu.

11. Use of Furniture. Upon request by User, and as a courtesy, Bas Bleu will provide for use in the lobby twelve (12) chairs and two eight foot (8’) tables, which User may arrange in a manner suitable for the Event. User is also permitted to make use of other furniture located in the Premises; provided, however, that it shall not rearrange such furniture. If this furniture is unavailable, or if more seating or table space in the lobby is necessary, User is permitted to bring onto the Premises and make use of in the lobby its own chairs and tables. In no case shall any furniture, whether by amount or manner of arrangement, prevent persons from moving safely and freely in and about the lobby. No furniture shall be brought into the theatre without the consent of Bas Bleu.

12. Food and Beverages. Food and non-alcoholic beverages may be served and consumed on the Premises during the Event. Arrangements for food and non-alcoholic beverages service are the responsibility of User. User shall not permit alcohol to be consumed by any person while such person is on the Premises in connection with the Event.

13. Signs and Posters. No signs, advertisements, show bills, lithographs, posters or cards shall be posted or exhibit on any part of the Premises or the Property, except upon the front door of the Premises or upon billboard holders supplied by User, which billboard holders may be

placed within the lobby or outside on the Property, provided that no right-of-way is obstructed. No such materials shall be posted or exhibited until the beginning of the License Period, and all such materials shall be removed prior to or at its expiration.

14. Alterations to Premises. No permanent additions or alterations to the Premises shall be made. User shall not attach any decorations, banners, signs, draperies or the like to the draperies or walls of the Premises, without the consent of Bas Bleu.

15. Use of Bas Bleu's Property. Except as authorized herein, or with the consent of Bas Bleu, User shall not make use of or otherwise disturb Bas Bleu's property while using the Leased Premises, which property shall include, by way of example and not of limitation, merchandise, equipment, tools, supplies and decorations. User shall not enter any part of the Property beyond the Premises.

16. Obstructions and Seating Capacity. User shall not obstruct, or allow to be obstructed, any entries, passageways, walkways or aisles. User shall not admit to the Premises a larger number of persons than can safely and freely move about therein.

17. Advertising/Marketing of Event. The Event shall not be marketed or advertised, directly or by implication, as being produced, sponsored or endorsed by Bas Bleu or the DDA. Any and all forms of advertising used to promote the Event shall state the following in a conspicuous manner:

"This is an independent production. The Bas Bleu Theatre has been made available for this event by special arrangement between the Bas Bleu Theatre Company and the Fort Collins, Colorado, Downtown Development Authority."

18. Vacating Premises. User shall be responsible for ensuring that all persons on the Premises in connection with the Event have vacated the Premises at or before expiration of the License Period. User shall be liable to Bas Bleu for any and all costs and expenses related to User's failure to meet such requirement.

19. Removal of User Property. User shall remove from the Premises and the Property, at or before the expiration of the License Period, any and all property brought on the Premises or the Property in connection with the Event, including all trash generated by the Event, except to the extent such trash fits within the trash container located in the lobby. User shall not deposit any material in Bas Bleu's outdoor trash containers. Bas Bleu shall have the right to determine, in its sole discretion, whether property found remaining in the Premises or on the Property after expiration of the License Period shall be stored or disposed of, and the manner of such storage or disposal. User shall reimburse Bas Bleu for all costs and expenses related to such storage or disposal.

20. Responsibility for Conduct. User shall make all reasonable efforts to ensure that no damage occurs to the Premises, the Property or Bas Bleu's property as a result of or in connection with the Event. User understands and agrees that it shall be liable to Bas Bleu for any damage or harm to, or loss of, the Premises, the Property or Bas Bleu's property which is

caused by any act or omission of User, its officers, directors, members, employees, agents, representatives, contractors, guests, patrons, invitees, attendees, successors or assigns. User further understands and agrees that it shall be responsible for ensuring that such persons comply with the terms and provisions of this License Agreement.

21. Condition of Premises upon Expiration of License. At the expiration of the License Period, User shall relinquish the Premises to Bas Bleu in as good and clean a condition and repair as before User's use thereof, excepting wear and tear. User shall be subject to a minimum cleaning/repair charge of Fifty Dollars (\$50.00), which may, at the sole discretion of Bas Bleu, be imposed for any cleaning or repair necessary to return the Premises to said condition. To the degree that the security deposit is insufficient, User shall reimburse Bas Bleu for the estimated costs of any cleaning and repairs, as determined by Bas Bleu, within ten (10) days after written notice of the same is sent to User.

22. Objectionable Persons. Bas Bleu reserves the right to eject or cause to be ejected from the Premises and the Property any objectionable person or persons. Neither Bas Bleu nor the DDA, including their officers, directors, members, employees, agents, representatives, successors or assigns, shall be liable to User for any damages which User may sustain through the exercise of this right by Bas Bleu.

23. Smoking. Smoking is prohibited in the Premises. Smoking is also prohibited within 20 feet of any entrance, passageway, operable window or ventilation system.

24. Compliance with Laws. User shall at all times comply with local, state and federal law, which laws shall include, by way of example and without limitation, the following:

- A. *Noise Ordinance.* User shall be responsible for ensuring that the noise generated by the Event is at all times in compliance with the noise ordinance of the City of Fort Collins (the "City"). Bas Bleu shall have the right to take all steps necessary to ensure User's compliance with such ordinance.
- B. *Sales Tax.* If the use of the Premises by User involves the sale of any items subject to City sales tax or if User intends to arrange for vendors to use the Premises to sell items subject to the City sales tax, User shall be responsible for obtaining, in advance, a Sales/Use Tax License for such use to cover itself and/or any vendors who are not individually licensed to collect City sales taxes. User shall be obligated to inform vendors, in advance of such sales, of the percentage of tax to be collected on each sale and of the records which must be kept relating to the taxes and must collect all taxes from the vendors and remit the same to the City as required by the Sales/Use Tax License and the Code of the City of Fort Collins. City sales tax licenses are free of charge and available at 215 N. Mason Street. A state temporary sales tax license must also be obtained by the User, which license is available at the State Sales Tax Office located at 1121 West Prospect Road, Fort Collins.

C. *Intellectual Property Laws.* User shall be responsible for complying with all rules and regulations concerning intellectual property rights and paying all license fees in connection therewith.

D. *Americans with Disabilities Act (the “ADA”).* The Premises and Property are accessible to persons with disabilities as required by law. User may also have obligations under the ADA, or other local, state or federal laws, to ensure that the Event is accessible to persons with disabilities. User shall be responsible for any such obligations, beyond the physical accessibility of the Premises or the Property.

25. Additional Conditions of Use. Bas Bleu reserves the right to impose upon User any other conditions for use of the Premises which it determines, in its sole discretion, are necessary or advisable for reasons of legal compliance, safety, liability or the prevention of damage to the Premises, the Property or Bas Bleu’s property, and such conditions shall be effective upon verbal or written notice to User.

CONDITIONS ON USE OF THE THEATRE

26. Stage Sets, Props and Scenery. All stage sets, props and scenery shall be well constructed and safe for use. Only replica firearms may be used as part of an Event.

27. Use of Nails, Screws, Tape and Paint. Except with the consent of Bas Bleu, User shall not drive nails or screw any hardware into the stage floor or any other surface in the Premises, nor shall User paint any surface in Premises. Only approved theatrical tape products may be used on any surface in the Premises.

28. Partial Use of Stage – Stage Set, Props and Scenery. Should the License Period occur at a time when only partial use of the stage is available for use by User, as indicated in Section 4 hereof, User shall limit its use of the theatre stage to only those portions of the stage identified by Bas Bleu as being available for use by User. User shall not disturb Bas Bleu’s stage set, props or scenery.

29. Theatrical Lighting and Sound System. In order to use the theatre’s theatrical lighting and/or sound system, User must retain Bas Bleu’s technical service provider, at a cost and on conditions to be set forth in a service agreement executed between Bas Bleu and User. The technical service provider will handle all aspects of the set up and operation of the lights and/or sound system.

30. Pyrotechnics, Open Flames and Hazardous Materials. No pyrotechnics or open flames shall be used as part of an Event without the prior written consent of Bas Bleu. If granted, use of pyrotechnics and open flames shall be governed by Poudre Fire Authority regulations and practices. No hazardous materials shall be used as part of or in connection with an Event.

31. Equipment, Tools, Hardware and Rigging. User shall be responsible for providing all equipment, tools, supplies and hardware necessary for assembling stage sets, props and scenery. All rigging hardware shall meet accepted safety standards.

32. Tickets and Seating Capacity. User shall not sell, distribute or print, or allow to be sold, distributed or printed, an amount of tickets or passes to the Event which exceeds the seating capacity of the theatre.

33. Recording or Broadcasting of the Event. No performance, production or exhibit shall be broadcast live or recorded for reproduction without the prior written consent of Bas Bleu and the DDA.

34. Entertainment Morals. No performance, exhibition or entertainment which violates the community standards definition of obscenity, and which lacks serious literary, artistic, political or scientific value, shall be given, held or shown at the Premises. Should any such performance, exhibition or entertainment, or any part thereof, be deemed by the DDA to violate such standards, the DDA may, in its sole discretion, require that such portions of the performance, exhibit or entertainment be deleted, removed or rewritten to the extent necessary to remove the obscene content.

TERMINATION OR CANCELLATION OF LICENSE

35. Termination of License. This License Agreement may be terminated in accordance with the following:

- A. Bas Bleu shall have the right to terminate this License Agreement without cause by notifying User of such termination at least ten (10) days prior to the beginning of the License Period.
- B. Bas Bleu 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. The Premises have been destroyed; or have been damaged in a manner which Bas Bleu has determined, in its sole discretion, substantially interferes with User's ability to make use of or continue making use of the Premises or renders such use unsafe or otherwise inadvisable.
 - ii. Any unforeseen occurrence beyond the control of Bas Bleu which prevents User from using or continuing to use the Premises; or
 - iii. The Premises are required for public necessity or emergency use.

Neither Bas Bleu nor the DDA, including their officers, directors, members, employees, agents, representatives, successor or assigns, shall be liable to User for any damages, costs or expenses incurred by User as a result of any such termination pursuant to this Section 35.

36. Cancellation by User.

- A. Full Use of Theatre Stage. If this License Agreement permits full use of the theatre stage (see Section 4 above), then User may cancel the Event by delivering to Bas Bleu written notice of cancellation at least sixty (60) days prior to the date of the Event. If notice of cancellation is delivered less than sixty (60) days prior to the date of the Event, User shall forfeit three hundred seventy-five dollars (\$375) of the Security Deposit. If this License Agreement was executed less than sixty days (60) days prior to the date of the Event, then User may cancel the Event without forfeiting any of its deposit for such cancellation. Regardless of when the Event is cancelled, User's cancellation of the Event without cause may, at the option of the DDA, and in its sole discretion, disqualify User from future use of the Premises. User shall be responsible for reimbursing Bas Bleu and the DDA for any and all costs and expenses incurred in connection with the Event prior to the date of cancellation.
- B. Partial Use of Theatre Stage. If this License Agreement permits partial use of the theatre stage (see Section 4 above), then User may cancel the Event by delivering to Bas Bleu written notice of cancellation at least thirty (30) days prior to the date of the Event. If notice of cancellation is delivered less than thirty (30) days prior to the date of the Event, User shall forfeit one hundred dollars (\$100) of the Security Deposit. If this License Agreement was executed less than thirty (30) days prior to the date of the Event, then User may cancel the Event without forfeiting any of its deposit for such cancellation. Regardless of when the Event is cancelled, User's cancellation of the Event without cause may, at the option of the DDA, and in its sole discretion, disqualify User from future use of the Premises. User shall be responsible for reimbursing Bas Bleu and the DDA for any and all costs and expenses incurred in connection with the Event prior to the date of cancellation. “

WAIVERS OF LIABILITY AND INDEMNIFICATION

37. General Waiver of Liability. User understands and agrees that neither Bas Bleu nor the DDA shall be liable for lost or stolen articles belonging to User or its officers, directors, members, employees, agents, representatives, contractors, guests, patrons, invitees, attendees, successors or assigns; or for any other form of property loss or damage, or for the bodily injury or death, of or to any person, which occurs on the Premises or the Property, or in connection with the use or occupation thereof, or the Event. User hereby waives any and all claims against Bas Bleu and the DDA, including their officers, members, directors, employees, agents, representatives, successors and assigns, related to any such loss, damage, injury or death; except where such loss, damage, injury or death results from the gross negligence of Bas Bleu, the DDA, or their officers, members, directors, employees, agents, representatives, successors and assigns.

38. Waiver of Liability Concerning the Handling of Funds. In the event that Bas Bleu receives, handles, controls or takes possession or custody of any funds in connection with the Event, Bas Bleu is acting for the accommodation of User and neither Bas Bleu nor the DDA shall be liable to User, or any of its officers, directors, members, employees, agents, representatives, contractors, guests, patrons, invitees, attendees, successors or assigns for any loss, theft or defalcation of such funds, whether such loss, theft or defalcation is caused or done by employees of Bas Bleu or the DDA or otherwise; nor shall any of officer, director, member, employee, agent or representative of the DDA or Bas Bleu be liable for any loss, theft or defalcation of such funds unless he or she willfully caused or permitted the same, or unless it was proximately caused by his or her own gross negligence.

39. Waiver of Liability Concerning Custody of Property. If Bas Bleu receives, handles, carries, stores or takes custody or possession of property of any kind prior to, during or subsequent to the use of the Premises by or for the benefit of User, or its officers, directors, members, employees, agents, contractors, guests, patrons, invitees, attendees, successors or assigns, User understands and agrees that Bas Bleu is acting solely for the accommodation of User, and neither Bas Bleu nor the DDA, including their officers, directors, member, employees, agents, representatives, successors and assigns, shall be liable for any loss, damage or injury to such property; except where such loss, damage or injury results from the gross negligence of Bas Bleu, the DDA or their officers, directors, members, employees, agents, representatives, successors or assigns.

40. General Indemnification. User shall indemnify, hold harmless and defend, at User's expense, Bas Bleu and the DDA, their officers, directors, members, employees, agents, representatives, successors and assigns, 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 any act or omission of User, its officers, directors, members, employees, agents, representatives, contractors, guests, patrons, invitees, attendees, successors or assigns; or with the use or occupation of the Premises by such persons; except where such loss, cost, expense, damage or liability results from the gross negligence of Bas Bleu or the DDA, or their officers, directors, members, employees, agents, representatives, successors or assigns.

41. Intellectual Property Indemnification. In the event that User shall fail to follow all rules and regulations pertaining to intellectual property rights, or to pay license fees in connection therewith, and, as a result thereof, Bas Bleu and/or the DDA should be required to incur costs and expenses in payment of such, or in satisfaction of copyright obligations, User hereby agrees that it shall reimburse Bas Bleu and/or the DDA for all such costs and expenses. User shall indemnify, hold harmless and defend, at its expense, Bas Bleu and the DDA, their officers, directors, members, employees, agents, representatives, successors and assigns, from and against any loss, cost, expense or damage, including reasonable attorneys' fees, court costs, other legal expenses and judgments, and against all liability whatsoever, resulting from, arising out of or in any way connected with the performance, presentation, exhibition or display of any material at, during or in connection with the Event, or the recording or broadcasting of the same.

GENERAL PROVISIONS

42. 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.

43. Assignment. User shall not have any right, power or authority to assign any part of this License Agreement without the prior written consent of the DDA.

44. Complete Agreement. This License Agreement, 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.

45. Severability of Terms and Provisions. If any term or provision of this License Agreement is held to be illegal, invalid or unenforceable, such term or provision shall be fully severable, and this License Agreement shall be construed and enforced as if such illegal, invalid or unenforceable term or provision had never comprised a part hereof and the remaining terms and provisions contained herein shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or term, or by its severance herefrom.

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

47. Default. All terms and provisions contained herein are material. Should User default in the performance of its duties and obligations hereunder, Bas Bleu shall have the right to terminate this License Agreement, and User shall be liable to Bas Bleu and the DDA for all costs, expenses and damages resulting from such default, including their attorneys' fees and other reasonable legal costs and expenses.

48. Local, State and/or Federal Law. The meaning of "local, state [and/or] federal law," shall include any and all applicable acts, statutes, ordinances, rules, regulations, common law doctrines and judicial precedents, which are now in force or which may hereafter be articulated, rendered, adopted, approved, enacted, amended or promulgated.

49. Sections and Headings. Sections and headings contained herein are for organizational purposes only and shall not affect the interpretation of this License Agreement.

IN WITNESS WHEREOF, this License Agreement is entered into by the parties the day and year first above written.

**THE FORT COLLINS, COLORADO, DOWNTOWN
DEVELOPMENT AUTHORITY, a body corporate and
politic**

By: _____
Matt Robenalt, Executive Director

**BAS BLEU THEATRE COMPANY, a Colorado
nonprofit corporation**

By: _____
(signature)

Name: _____
(print name)

Title: _____

USER

By: _____
(signature)

Name: _____
(print name)

Title: _____
(If User is an entity)

ATTEST (if User is a Corporation):

CORPORATE SEAL (if User is a Corporation):

Corporate Secretary

[place seal here]