



Rialto Theater Center Rental Agreement - Theater

This Agreement is entered into by the City of Loveland, Colorado (“City”) and Renter (identified below) and shall be effective as of the date signed by the City.

RENTER INFORMATION

Company Name:

Mailing Address:

City, State, Zip:

Contact Name:

Phone:

Email:

EVENT

Description of Event:

Date	Type of Event	Setup Time	Start Time	End Time	Take Down Time

EQUIPMENT

Please generally outline your technical needs and equipment required. Renter agrees to pay fees listed on Exhibit A for requested technical services and equipment.

FEES

Rental Fee:
Deposit:

Renter agrees to pay the Rental Fee, Deposit, Equipment Fees, and Additional Rental Fees (together, the Total Rental Fee) charged in accordance with the current Rialto Theater Rental Rates (**Exhibit A**). The nonrefundable Deposit is due upon Renter’s signature of this Agreement. The Total Rental Fee will be itemized and deducted from the Deposit and Renter’s Box Office revenues within twenty (20) days following the Event. If the Deposit plus Box Office revenues are insufficient to cover the Total Rental Fee, Renter agrees to pay the balance within thirty (30) days of invoice.

AGREEMENT AND DEPOSIT

The signed Agreement and deposit are due to the Rialto Theater on or before [Click here to enter a date.](#) If the signed Agreement and deposit are not returned by the due date, or if any financial payments are returned due to insufficient funds or for any other reason, this Agreement shall immediately be deemed null and void.

TICKETS

Ticket prices shall be (check one):

Issued at the set price of

OR

Issued at the following prices:

- | | |
|---------|----------|
| Adult | Group |
| Senior | Military |
| Student | Child |

Non-ticketed event

Tickets will be issued (check one):

Reserved General Admission N/A

Special promotional offers (including discounts, complimentary tickets, vouchers, or coupons) must be approved by the Rialto Theater Box Office Manager prior to the promotion being offered.

MERCHANDISE

Any merchandise sales conducted on Rialto Theater premises require prior written approval from the Rialto Theater Manager or Rialto Theater Coordinator.

CONCESSIONS

The Rialto Theater may provide snacks and non-alcohol beverage service for the Event. The Rialto Theater's contracted concessionaire (Door 222) will provide food and alcohol beverage service for the Event unless otherwise indicated by Renter below.

If checked, Concessionaire shall NOT provide food and alcohol beverage service.

COMPLIANCE WITH LAWS AND FACILITY USE RULES

Renter shall comply with all applicable laws and regulations and the Rialto Theater Use Rules (**Exhibit B**).

INSURANCE, INDEMNITY & RELEASE

Renter shall carry sufficient insurance to cover all liabilities that may result from Renter's use of the Rialto Theater, including, at minimum, comprehensive general liability insurance with a combined single limit of at least \$1,000,000, with a deductible in an amount reasonable for the Event. The policy must be with a company qualified to do business in Colorado with a general policyholder's "Best Insurance Reports" financial rating of not less than "A." The policy must be primary (not contributory to or in excess of City coverage) and must list the City as an additional insured. Renter shall not cancel or do anything to invalidate the policy and must immediately notify the Rialto Theater Manager of any changes to the policy. Renter must carry all other insurance required by law.

Renter affirms that it has satisfied the above insurance requirements as follows (check one):

Renter will purchase insurance through CIRSA, the City's insurance pool, and agrees to pay the premium stated in Exhibit A.

OR

Renter carries its own insurance. A certificate of insurance must be attached to this Agreement and include the following under Special Provisions: "City of Loveland is named as an additional insured." The Certificate Holder must be listed as "City of Loveland, 228 E. 4th Street, Loveland, CO 80537."

Renter releases, indemnifies, and holds harmless the City, its officers, employees, and agents from any and all liability or injuries to persons or property resulting from Renter's use of the Rialto Theater.

SPECIAL PROVISIONS:

CONTROL AND MANAGEMENT

It is understood and agreed that the City hereby reserves the right to: control and manage the Rialto Theater premises and to enforce all necessary and proper rules for the management and operation of same; and, to have its authorized representatives enter the premises at any time to make inspections regarding Renter's conformity with the terms of this Agreement. The City also reserves the right, but not the obligation, through its authorized representatives, to remove any persons acting in an objectionable manner from the premises.

DAMAGE TO FACILITY

If damage not covered by Renter's insurance occurs to the Rialto Theater as a result of Renter's use, Renter shall reimburse the City for estimated expenses of repair, as determined by the City in its sole discretion, within ten (10) days of invoice.

COPYRIGHT COMPLIANCE

Renter assumes sole responsibility for complying with all applicable laws regarding copyright. Renter indemnifies and holds harmless the City, its officers, employees, and agents from any and all liability resulting from Renter's use or performance of copyrighted material.

COMPLIANCE WITH C.R.S. SECTION 24-76.5-103

If Renter is a natural person (not a corporation, partnership, or other legally-created entity) 18 years of age or older, you must complete the "Affidavit Pursuant to C.R.S. Section 24-76.5-103" and attach a photocopy of the front and back of one of the forms of ID listed in the Affidavit. If Renter executes the Affidavit stating that he/she is an alien lawfully present in the U.S., the City must verify his/her lawful presence through the federal systematic alien verification or entitlement program (SAVE Program) operated by the U.S. Department of Homeland Security or a successor program. If the City determines through such verification process that Renter is not an alien lawfully present in the U.S., the City will terminate this Agreement and retain the Deposit as set-off for services and expenses incurred by the City to the date of termination.

CANCELLATION & TERMINATION FOR DEFAULT

The City or Renter may terminate this Agreement upon fourteen (14) days' written notice to the other. If terminated by Renter, the City will retain the Deposit as set-off for services and expenses incurred by the City to the date of termination. If Renter is in default, the City may immediately terminate this Agreement and retain the Deposit as set-off for services and expenses incurred by the City to the date of termination.

APPROPRIATION REQUIRED. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the City of Loveland, it shall be subject to annual appropriation pursuant to the City of Loveland Municipal Charter Section 11-6 and Article X, Section 20 of the Colorado Constitution. The City of Loveland shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

ENTIRE AGREEMENT

This Agreement, including any exhibits referred to herein, embodies the entire agreement and understanding of the parties with respect to the subject matter contained herein. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

AGREEMENT TO BE BOUND

I, the undersigned, affirm that I read this Agreement, have the authority to bind Renter, and, on behalf of Renter, agree to be bound by this Agreement. I understand that it is my obligation to notify the Rialto Theater Manager at (970) 962-2421 if any information changes. I consent to and agree to be bound by electronic signature.

RENTER

Signature: _____ Date: _____

Print Name: _____

Title (if Renter is a Company): _____

NON-PROFIT OR TAX EXEMPT #_____. (If a valid non-profit tax exempt number is not provided, Renter will be charged standard ticketed event rental rates.)

CITY OF LOVELAND

By: _____ Date: _____

Title: _____

Exhibit A

2017 RIALTO THEATER RENTAL RATES

Standard Ticketed Event Rental Rates

Daily Rental Rate	\$550.00
Overtime Rate (per hour or any part of an hour beyond the contract rental period)	\$125.00 per hour

Non-Profit Ticketed Event Rental rates

Daily Rental Rate	\$450.00
Overtime Rate (per hour or any part of an hour beyond the contract rental period)	\$125.00 per hour

Meeting/Non-Ticketed Event rates

Daily Rental Rate, up to 5 hours of use	\$500.00
Daily Rental Rate, up to 8 hours of use	\$900.00
Overtime Rate (per hour or any part of an hour beyond the contract rental period)	\$125.00 per hour

2017 Community Group Fee Rate

(Applies to non-profit organizations presenting more than two performances of same show on consecutive dates)

22% of first \$5,000 gross house receipts and 10% of remaining gross house receipts, or a minimum fee rate of \$330.00 per performance, whichever is greater. Includes rehearsal dates: limit of 4 consecutive days for a one-weekend show and up to two additional days during the second week for a two-weekend show, with additional dates available at regular rates. Seat fee and insurance fees (when required) apply.

Additional Rental Fees:

Seat fee (applies to all tickets including complimentary tickets)	\$2.00 per ticket
CIRSA insurance coverage (when requested)	\$0.30 per attendee
Projection equipment rental	\$60.00 per use
Marley dance floor rental	\$60.00 per installation
Yamaha C7 Grand Piano	\$85.00 per day of use
Piano Tuning (if requested, by Rialto tuner)	\$150.00 each
Box Office Ticketing Fees (paid by ticket purchaser)	
Window, phone and online ticket sales by credit card	
Tickets priced from \$0.00 to \$19.99	\$2.00 per ticket
Tickets priced from \$20.00 to \$39.99	\$3.00 per ticket
Tickets priced \$40.00 and above	\$4.00 per ticket
Window ticket sales by cash or check	\$1.00 per ticket

Non-refundable Deposit required to reserve date(s) equal to Rental Fee for one day



228 E. 4th Street, Loveland, CO 80537 • (970) 962-2120

Exhibit B
RIALTO THEATER USE RULES

1. Definitions. A performance day is defined as a maximum of 8 hours of consecutive use with an audience of any type present.

A rehearsal day is defined as a maximum of 8 hours of consecutive use without an audience of any type present.

2. Event Staff. The City will provide a House Manager, staff, and volunteers to assist with the Event. Renter must provide two (2) complimentary tickets to each volunteer, not to exceed twenty-six (26) complimentary tickets. Additional assistance may be provided by Renter with the Rialto Theater Manager's prior consent. All such persons shall be neatly dressed, conduct themselves in an orderly and polite manner, and be subject to expulsion by the Rialto Theater Manager.
3. Technical Staff. The City will provide technical staff, if requested, for Events with up to two (2) performances. Renters with Events having more than two (2) performances must provide their own sound console operator, lighting console operator, stage manager, and backstage personnel. Rialto Theater technical staff will provide training and support to all non-staff operators and technicians. Rialto Theater Technical staff does not provide interpretative services for foreign languages or for the hearing impaired.
4. Obscenity. No Event shall contain obscenity as defined by Loveland Municipal Code Section 9.20.010.
5. Promotional Materials. The Rialto Theater is not responsible for marketing this event. Inclusion of this event in the AHA! brochure and on the Rialto Theater Center website is complimentary and dependent upon space availability and/or print deadlines. Use of displays, posters, and other promotional materials at the Rialto Theater is at the sole discretion of the Rialto Theater Manager or the Rialto Theater House Manager on duty. Only posters with a maximum size of 11'X17' will be considered appropriate to post at the Rialto Theater.
6. Recording. No Event shall be recorded for reproduction in any manner without prior permission from the Rialto Theater Manager or the House Manager on duty.
7. Theater Capacity. Seating capacity shall not exceed 446 by the addition of temporary seating. Stage capacity shall not exceed 60. Orchestra Pit capacity shall not exceed 15. The Rialto Theater Manager or House Manager on duty has complete authority over ticket sales and house capacity when dealing with a potentially sold-out show.
8. Noise. Renter shall not exceed a maintained decibel level of 90 or a peak decibel level of 100 in the Rialto Theater. The Rialto Theater Technical Coordinator shall make the final determination of sound quality and level. Renter agrees to immediately abide by the Rialto Theater Technical Coordinator's decision.
9. Prop Weapons. Rialto Theater staff must be notified seven (7) days in advance of load-in if prop fire arms will be used. Prop fire arms must be equipped with a barrel safety plug installed by a professional gunsmith and accompanied by a certification from the gunsmith or prop supplier that the firearm has a barrel plug and is functioning properly. All other prop weapons (swords, axes, knives, sabers, etc.) must have all points and edges blunted. Rialto staff reserves the right to define what is and is not a weapon.

10. Electrical Devices. All electrical devices must comply with applicable laws and electrical and building codes. Space heaters are strictly prohibited. All other electrical devices are subject to approval by Rialto Theater staff. Rialto Theater staff reserves the right to demand immediate disconnection of any electrical device deemed unsafe.
11. Fog/Haze. All devices emitting fog, smoke, or haze are strictly prohibited. Confetti cannons may be used with prior approval of the Rialto Theater Manager.
12. Rigging. All rigging will be set by Rialto Theater Technical staff and operated according to OSHA standards. All non-staff operators must be trained and/or certified by Rialto Theater Technical staff. All overhead rigging will be inspected by Rialto Theater Technical staff prior to its use on the stage. All rigging must have a minimum safety ratio of 5:1.
13. Fasteners. Rialto Theater staff has final approval of any fastening devices, techniques, or methods that fasten set pieces or structural elements to the Rialto Theater stage or walls. No fasteners of any kind may be placed into the Rialto Theater stage floor. Use of pins or staples on Rialto Theater curtains or drapes is strictly prohibited. Appropriate fastening devices will be supplied by Rialto Theater staff upon request.
14. Set Assembly Guidelines. The Rialto has no facilities for set-building. There are no systems for dust-handling nor are there marked safety zones. Because of these limitations, the use of power saws is not allowed on the premises or in the adjoining alley or parking areas. Please arrange to have your set appropriately designed and constructed off-site so that only trim and touch-up is necessary after load-in, using simple hand tools.

Painting is restricted to small quantities of water-based paint, and only for purposes of touch-up. Major set pieces must be completely painted before load-in. Painting and cleanup should be done only under the supervision of Rialto staff. No paints, solvents, or wet brushes should be left overnight at the Rialto.

Set pieces and props that contact the Rialto stage deck or architecture must be on non-marring rolling casters or faced with carpet squares or like materials to prevent damage from movement.

Set pieces that support cast members or crew must incorporate appropriately-sized and rated nuts and bolts as fastening systems for platforms and legs. Deck screws alone are insufficient.

All set pieces to be flown overhead must have safety cables attached to structural members.

Draperies must carry flame-resistant certification. Other set materials may require chemical treatment for fire resistance.

At strike, all set material and props must be entirely removed from the facility and alleyway. No materials should be discarded into Rialto dumpsters or other dumpsters in the alley.

15. Flammable Materials. No flammable materials, pyrotechnics, devices that emit fire or sparks, or open flame are allowed in the Rialto Theater at any time. A current certification of flame retardant treatment is required for any drapes, curtains, or set decorations with a surface area greater than 100 square feet. Any drape, curtain or set decoration of any size placed within five (5) feet of a lighting

instrument or any other incendiary heat source, including amplifiers, is required to have a current fire treatment certification.

16. Obstructions. No portion of sidewalks, entries, passages, vestibules, halls, or ways of public access to public portions of the Rialto Theater shall be obstructed or caused to be obstructed by Renter, its officers, agents, employees, guests, patrons, or business invitees, or used for any purpose other than ingress or egress to and from the Rialto Theater. Doors, skylights, stairways, or openings that reflect or admit light into any portion of the premises, including hallways, corridors, and passageways, shall not be obstructed by Renter, its officers, agents, employees, assigns, guests, patrons, or business invitees.
17. Supervision of Minors. If Renter's Event includes participants under the age of eighteen (18), adult supervision by at least one person over the age of eighteen (18) is required at all times during the Event.
18. Food & Beverages. Renter shall not bring food or beverages into the Rialto Theater (Green Room excepted) without the prior consent of the Rialto Theater Manager.
19. Alcohol. The Rialto Theater is a liquor-licensed facility. Possession and consumption of alcohol other than through the City's contracted concessionaire (Door 222) are strictly prohibited. No alcohol shall be possessed or consumed in the Green Room, on stage, or in any other area outside the licensed premises. Contact the Rialto Theater Manager or House Manager on duty with questions.
20. Smoking. Smoking on the premises is strictly prohibited.
21. Security. If the Rialto Theater Manager determines that the Event requires the use of security guards, Renter shall provide security at its sole cost and expense. All security arrangements shall be subject to the prior approval of the Rialto Theater Manager.
22. Money Handling. In the handling, control, and keeping of funds, whether the same are received through the Box Office or otherwise, the City is acting solely for the accommodation of Renter, and as to said funds, the City shall not be liable to Renter or to any other person for any loss or theft thereof, whether such loss or theft is caused by officers, employees, or agents of the City, unless willfully caused or permitted.
23. Storage. In the handling, control, or keeping of property of any kind prior to, during, or after the Event, the City is acting solely for the accommodation of Renter, and as to said property, the City shall not be liable to Renter or to any other person for any loss or theft thereof, whether such loss or theft is caused by officers, employees, or agents of the City, unless willfully caused or permitted.
24. Cleanup. Renter shall return the Rialto Theater in a good and clean condition (broom clean). In the event Renter fails to return the Rialto Theater in a good and clean condition, all costs incurred by the City in performing any necessary cleaning and/or repair will be charged directly to Renter, and Renter shall pay the City within ten (10) days of invoice.

Violation of these Rules by Renter may result in early termination of the Event, and Renter may be prohibited from renting the Rialto Theater or other City facilities in the future.