

**CITY OF SALIDA  
RESOLUTION NO. 14  
(Series 2017)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA,  
COLORADO, APPROVING RENTAL CONTRACTS FOR THE  
STEAMPLANT THEATER AND EVENT CENTER**

**WHEREAS**, the Salida Municipal Code establishes rules and regulations for operations of the City and provides for the establishment of fees for various City services; and

**WHEREAS**, the attached Facility Use Agreement have been modified to more clearly outline services that are provided by the Salida SteamPlant Events Center; and

**WHEREAS**, the Salida City Council wishes to adopt revised Rental Contract Agreements for the Salida SteamPlant Event Center, which are attached hereto. and.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVES A RENTAL CONTRACT FOR THE STEAMPLANT THEATER AND EVENT CENTER.**

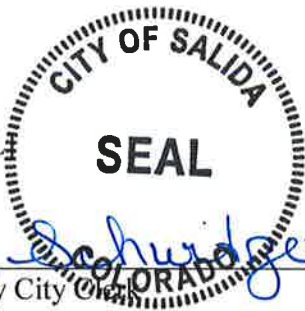
**RESOLVED, APPROVED AND ADOPTED** this 21<sup>st</sup> day of March, 2017.

CITY OF SALIDA

By: \_\_\_\_\_

James LiVecchi, Mayor

[SEAL]



ATTEST:

\_\_\_\_\_  
Betty Schuidger  
City Clerk/Deputy City Clerk



# STEAMPLANT EVENT CENTER

220 West Sackett  
Salida, CO 81201  
719-530-0933  
SalidaSteamPlant.com

## STEAMPLANT EVENT CENTER CATERER FACILITY USE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into at Salida, Colorado this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the CITY OF SALIDA, a Colorado municipal corporation (“City”), and \_\_\_\_\_ (“Catering Company”), for use of the SteamPlant Event Center (“the SteamPlant”) and it’s Kitchen Spaces (Ballroom Kitchen and Riverside Annex Kitchen), as set out below and in the addendum (a) indicated below, which are attached hereto and made part of this Agreement.

	(“Catering Company”) Address City, State, ZIP Contact Representative Phone Email Company Website
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The information above will be used in SteamPlant marketing materials. Information below is for internal use and Agreement only.

Owner/Contact: \_\_\_\_\_

Direct Phone: \_\_\_\_\_

Direct Business Email: \_\_\_\_\_

# People Caterer is Capable of Serving Per Event? \_\_\_\_\_

# Serving/Wait Staff Available to Caterer Per Event? \_\_\_\_\_

## **A. GENERAL PROVISIONS**

Catering Company must initial next to designated provisions to signify understanding and agreement to the terms listed.

### **A.1. Purpose of Agreement**

In consideration of the performance by Catering Company of the covenants and obligations of this Agreement, revocable and limited permission is hereby granted to Catering Company to use and occupy the SteamPlant commercial kitchen areas, the Ballroom Kitchen and the Riverside Annex Kitchen, following facilities at the SteamPlant for specified events throughout 2017.

## **RENTAL TERMS AND CONDITIONS**

### **I. Space To Be Used**

Ballroom Kitchen

Riverside Annex Kitchen

### **II. Catering Company and SteamPlant Responsibilities in Kitchen Spaces**

The SteamPlant Kitchen Space(s) (Ballroom, Annex, or both depending on event) is/are available to contracted caterers for events.

#### **Please Initial:**

\_\_\_\_\_ Catering Company is responsible for leaving the kitchen in clean condition as specified:

- Countertops, stove tops, sinks must be cleaned and wiped down.
- Floor must be swept and mopped.
- Griddle in Ballroom Kitchen must be scraped off and cleaned.
- Any oil used in fryer must be disposed of.
- All trash from kitchen use must be taken to outside dumpsters.
- All SteamPlant rental dishes and silverware must be cleaned of food, rinsed, sanitized, and put away.
- Cooler must be wiped out and all of Caterer's food and supplies must be removed.

\_\_\_\_\_ Caterer and Staff is responsible for:

- Bussing tables, as agreed upon by event client.
- Removing all outside rental items (supplies & equipment) by the end of event, unless otherwise arranged with SteamPlant or other rental company.

SteamPlant is responsible for:

- Cleaning of SteamPlant glassware.
- All sales of alcohol and non-alcoholic beverages.

- Ensuring all federal, state, and local laws related to food and beverage purchase and consumption are enforced.

**III. Catering Fee and Payment**

**Please Initial:**

\_\_\_\_\_ Catering Company will pay the SteamPlant a Catering Fee of **10% of the event’s total catering invoice** (less taxes and gratuity/service charge).

\_\_\_\_\_ The Catering Fee is the responsibility of the Catering Company. If Catering Company chooses to add the Catering Fee to the Client’s invoice, this must be done by the Catering Company. The SteamPlant will NOT charge Client for the Catering Fee, nor will the SteamPlant accept payments from Clients.

\_\_\_\_\_ The Catering Fee is due no more than 15 days after the event catered at the SteamPlant Event Center.

**IV. Licenses, Permits, Insurance Certificates**

Please submit a copy of all relevant business and tax licenses, permits, and insurance certificates. Insurance certificates must list the SteamPlant Event Center, 220 West Sackett Avenue, Salida, CO, and the City of Salida as additionally insured. Please include with this signed Agreement:

- Copy of License to operate a Retail Food Establishment
- Copy Sales Tax License
- Copy of Insurance Certificate

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

CITY OF SALIDA, COLORADO

A Municipal Corporation

220 W. Sackett Street

Salida, CO 81201

SIGNED:

\_\_\_\_\_  
 Michael Varnum  
 SteamPlant Director, acting with authority  
 from the Salida City Council

DATE:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SIGNED:

\_\_\_\_\_  
 Catering Company

DATE:



# STEAMPLANT EVENT CENTER

220 West Sackett  
Salida, CO 81201  
719-530-0933  
SalidaSteamPlant.com

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THIS AGREEMENT (“Agreement”) is made and entered into at Salida, Colorado this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the CITY OF SALIDA, a Colorado municipal corporation (“City”), and \_\_\_\_\_ (“User”), for use of the SteamPlant Event Center (“the SteamPlant”), as set out below and in the addendum (a) indicated below, which are attached hereto and made part of this Agreement.

“User”: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_ or (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Email: \_\_\_\_\_

**Entity:**

- Individual
- Non-profit
- Corporation
- Other

### Addenda Made Part of This Agreement

\_\_ Addendum A: Rental Terms and Conditions      \_\_ Addendum B: Food and Beverage

### A. GENERAL PROVISIONS

#### A.1. Purpose of Agreement

In consideration of the performance by User of the covenants and obligations of this Agreement, revocable and limited permission is hereby granted to User to use and occupy the following facilities at the SteamPlant on the following date(s), time(s) and for the following purpose(s):

Name of Event:

Date(s) and Time(s) of Event:

*Load-in, Set-up, tear-down and rehearsal times are identified in Addendum A.*

#### A.2. Indemnification

User agrees to indemnify and hold the City, its officers, representatives, employees, agents, assigns and self-insurance pool harmless from and against all claims, causes of action, damages, liability, loss or costs, including reasonable attorney’s fees, of every kind and nature whatsoever, that directly or proximately result from or are caused by any act or omission of the User or any of its officers, agents, employees, representatives, assigns, guests, patrons or invitees, or by their use or occupation of the SteamPlant pursuant to this Agreement.

### **A.3. Occupancy Interruption**

The City shall have the right to terminate this Agreement and the City shall not be liable to User for any damages or costs incurred by User as a result of this termination in the following circumstances:

1. if the SteamPlant be destroyed or damaged, other than through the fault of User, to such an extent that the damage substantially interferes with the use of the SteamPlant by User pursuant to this Agreement, or
2. if a strike, public emergency, or other unforeseen occurrence beyond the control of the City prevents User from using said facilities.

User shall only be liable to the City for charges due related to use of the SteamPlant that occurred prior to the time of such termination.

### **A.4. Cancellation by User**

User may terminate this Agreement by giving written notice to the City in accordance with the provisions of Addendum A. If User cancels an event, User shall arrange and pay, if necessary, for public announcements concerning the cancellation. User shall bear the actual costs, including service charges, incurred in refunding any advance ticket sales. The City reserves the right to charge User for any costs incurred prior to cancellation.

### **A.5. Default**

Should User default in the performance of any of the terms and conditions of the Agreement, the City, at its option, may forthwith and without prior notice to User, terminate this Agreement and User's right of possession and use of the SteamPlant pursuant hereto. In the event of such termination, User shall be liable for all costs and damages incurred by the City as a result of the default, together with the City's reasonable attorneys' fees, and, in addition, the User shall be liable for the full amount of the rental fee, and any deposits shall be retained by the City.

### **A.6. Entire Agreement; Attorney's Fees**

This Agreement embodies the entire Agreement between the parties, and no oral statements or prior written matter shall have any force or effect. No change or modification of any of its terms or conditions is valid other than by written amendment executed by the parties. Any provisions of this Agreement rendered void by operation of law shall not invalidate the remainder of this Agreement to the extent allowed by the law. In the event of a default, the defaulting party shall be liable for all costs and reasonable attorney's fees of the non-defaulting party incurred because of the default.

### **A.7. Compliance with Laws**

#### ***a. General***

User shall comply with all rules and regulations prescribed for use and occupancy of the SteamPlant, and with all other applicable rules, laws, ordinances, and regulations set forth by the City, and county, state and federal governments, including fire codes.

#### ***b. Sales Tax License***

Any User selling material at the SteamPlant while subject to this Agreement is required to obtain a Colorado/Salida sales tax license and report the sales tax license number in the attached Addendum.

#### ***c. Discrimination***

User specifically understands and acknowledges that the SteamPlant is a publicly funded and owned facility. User also understands and acknowledges that the City, as a political subdivision of the state of Colorado, does not discriminate in the use or provision of any of its facilities or services with respect to age, sex, race, religion, sexual orientation, ethnicity, nationality, or disability. User also agrees that, in its use of the SteamPlant, User will similarly not discriminate on the basis of any of the aforementioned characteristics, in compliance with state and federal non-discrimination laws and regulations.

#### ***d. Copyright and Performance Rights***

User assumes the complete and sole responsibility of complying with all rules and regulations concerning copyright and similar intellectual property right laws pertaining to material to be used, performed or displayed at the SteamPlant, and for payment of all license or similar fees in connection therewith. User agrees to indemnify, hold harmless and defend the City, its officers, employees and insurers from and against any and all claims, demands, or suits that may be made or brought with respect to the use, performance or display of any material at the SteamPlant, including, but not limited to, claims for copyright infringement or similar intellectual property right violations.

#### **A.8. Assignment/Transfer**

No assignment or transfer of User's rights under this Agreement shall be made by User to any other person or entity without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion.

### **B. RIGHTS AND RESPONSIBILITIES OF STEAMPLANT AND OF USER**

#### **B.1. Security**

Required  Not Required

An adequate number of properly trained and qualified security guards shall be provided by User, at User's cost, unless otherwise negotiated, for User's event at the SteamPlant if such services are deemed to be necessary by the City.

#### **B.2. Signs and Posters**

User may be allowed to mount posters or other advertising signage at the SteamPlant with the approval of the SteamPlant staff. Display location, time period, and method of fastening, attaching, or adhering shall be at the discretion of the SteamPlant. Any permitted use of the SteamPlant's display areas shall not be exclusive. User shall be required to get prior approval for decorations from and coordinate such decorations with the SteamPlant staff. Fastening materials to any wall, column, railing, door, ceiling, floor, or furniture using screws, nails, tape, glue, or any material that may cause permanent damage is prohibited. User shall be responsible for any damage caused by decorations, and shall post a damage deposit, if deemed necessary by SteamPlant staff, to cover any such damage.

#### **B.3. Promotion and Publicity**

The SteamPlant regularly advertises all contracted public events on its website, email newsletter, and social media accounts (Facebook, Instagram, and/or Twitter). Inclusion of this event, if a public event, in regular SteamPlant publicity is contingent upon receipt of an executed rental Agreement, along with scheduled payment of rental fee, at least thirty (30) days prior to the event date. Rental agreements and rental fees received less than thirty (30) days before the event may not be included in regular SteamPlant publicity other than the SteamPlant website.

The User hereby authorizes SteamPlant the use of video or photos taken at the event for promotional purposes on the SteamPlant web site and/or in printed materials. The User may withdraw this right, at any time, by stating so in an email addressed to [info@salidasteamplant.com](mailto:info@salidasteamplant.com) or written letter addressed to SteamPlant Event Center, 220 West Sackett, Salida, Colorado 81201.

#### **B.4. Technical Personnel**

All User events requiring the use of the SteamPlant's technical equipment (e.g. sound system, theater lighting, audio/video recording) shall be charged an additional fee for costs associated with the technical personnel necessary for operation of said equipment (see Addendum A).

## **B.5. Responsibility for the Actions of Performers, Guests, Ticketholders, etc.**

### **a. User Responsibility**

User shall be responsible for the actions of User's officers, agents, employees, assigns, guests, patrons, or invitees, and/or others coming onto SteamPlant property as a result of User's event. User shall pay the full costs required to repair or replace, at the City's discretion, breakage or damage to the SteamPlant facility, equipment, and/or property resulting from or during User's event, and post a damage deposit to cover any such breakage or damage, if deemed necessary by SteamPlant Staff, as required in Addendum A.

### **b. Objectionable Persons**

The City reserves the right to eject or cause to be ejected from the SteamPlant any objectionable person or persons, and neither the City nor any of its officers, agents, or employees shall be liable to User for any damages that may be sustained by User through the exercise by the City of such right.

## **B.6. Clean-Up**

User agrees to leave the SteamPlant in the condition in which it was provided, ordinary wear and use excepted. SteamPlant staff is responsible for set-up and take-down of City-owned equipment, such as tables and chairs. User shall use the trash and recycling containers provided.

## **C. GENERAL USAGE POLICIES**

### **C.1. Non-City Personnel**

User may use non-city personnel in connection with the staging of User's event at the SteamPlant only with the prior approval of the City. Any personnel furnished by User, including ticket sellers, ticket takers, ushers, attendants, stagehands and guards, shall be clean, orderly, and polite in their speech and conduct, and User shall replace any personnel who do not meet with the approval of the City immediately upon notice from the City to do so. The City shall have the right to require any such personnel to be clad in an appropriate attire.

### **C.2. Prohibitions**

**a. Flammable Material** – All materials used for decorative or scenic purposes may not be flammable, and must be approved by SteamPlant Staff and, if necessary, the Salida Fire Department.

**b. General** – Rice, confetti, glitter, glass, and lanterns are prohibited on the Plaza.

**c. Firearms** – The possession of firearms in the SteamPlant is strictly prohibited, except by authorized law enforcement personnel.

**d. Pets** – Pets are prohibited inside SteamPlant buildings, except for service animals.

**e. Smoking** – Smoking is prohibited in all areas of SteamPlant property. A designated smoking area will be provided by SteamPlant staff.

### **C.3. Storage**

If the City receives, handles, carries, or takes custody of property of any kind prior to, during, or subsequent to the use of the SteamPlant by or for the benefit of the User or its officers, agents, employees, assigns, guests, patrons, or invitees, the City shall act solely for the accommodation of User, and neither the City nor its officers, representatives, agents, or employees shall be liable for any loss, damage or injury to such property. Dates and times for loading User's property is set out in Addendum A. At the conclusion of contracted dates and times, User shall remove all of its property from the SteamPlant. If user fails or refuses to vacate the SteamPlant within the requirements of Addendum A, the City shall have the right to remove, store, or cause to be stored, at User's expense, such property, and the City is hereby expressly released from any and all claims for damages of whatever kind or nature to such property.

### **C.4. Obstructions**

User shall not obstruct or cause to be obstructed any portion of the sidewalks, entries, passages, vestibules,



halls, or ways of access to public portions of the SteamPlant, nor shall User use such areas for any purpose other than ingress to or egress from the SteamPlant. User shall not obstruct or cause to be obstructed the doors, skylights, stairways, or openings that reflect or admit light into any portion of the SteamPlant, including hallways, corridors and passageways. Existing window shades and/or blinds are not considered to be obstructions. The restroom facilities shall not be used for any purpose other than that for which they were constructed, and User shall not dispose of any dirt, rubbish, rags, papers or any other substances therein.

### **C.5. Broadcasting/Recording**

Unauthorized broadcasting or recording is prohibited. Any User wishing to broadcast or record must coordinate with the SteamPlant, and arrange for appropriate technical assistance.

### **C.6. Attendance**

Attendance at User's event shall not exceed the attendance and/or seating capacity limits established in the attached Addenda.

## **ADDENDUM A: RENTAL TERMS AND CONDITIONS**

### **I. Space to Be Used**

**Ballroom (accommodates 275 standing, 175 seated)** [maximum persons permitted, including performers, servers, guests, etc.]

**Kitchen (Ballroom)**

**Annex:**

One single room (accommodates 30)

Two single rooms

Three single rooms

One double room (accommodates 60)

One triple room (accommodates 90)

Kitchen (Annex)

**Annex Lobby/Diesslin Gallery**

**Sculpture Garden**

**Plaza**

**Theater Lobby/Paquette Gallery (accommodates 75 standing)**

**Theater (accommodates 210 seated)**

\*Rental of theater includes use of Lobby and Green Room

### **II. Dates and Times Required**

**a. Load-in:** \_\_\_\_\_

**b. Set-up:** \_\_\_\_\_

**c. Tear-down:** \_\_\_\_\_

**d. Rehearsal:** \_\_\_\_\_

**III. Rental fees, including taxes and service charges if applicable**

	Summary: Rate x Hours				
<b>Theater</b>	\$	x		=	\$
<b>Paquette Gallery (Theater Lobby)</b>	\$	x		=	\$
<b>Riverside Plaza</b>	\$	x		=	\$
<b>Sculpture Garden</b>	\$	x		=	\$
<b>Riverside Annex Rooms</b>	\$	x		=	\$
	\$	x		=	\$
	\$	x		=	\$
<b>Annex Lobby / Diesslin Gallery</b>	\$	x		=	\$
<b>Ballroom</b>	\$	x		=	\$
<b>Ballroom Kitchen</b>	\$	x		=	\$
<b>TOTAL</b>					\$

- Rates include 1 hour before window for set up and 1 hour after window for tear down.
- Rates increase 50% between the hours of 12 a.m. and 7 a.m.

**IV. Ticket Sales**

*If you would like tickets to be made available for sale at the SteamPlant box office and/or online via the SteamPlant’s EventBrite, you must pay a \$25.00 fee, due upon execution of this Agreement.*

1. No more than 210 tickets may be printed and sold for an event in the Theater.
  2. The number of tickets sold for an event in the Ballroom must be pre-approved by the SteamPlant Director depending on the type of event being held.
  3. All tickets sold for events at the SteamPlant shall be printed and sold by the User, unless otherwise agreed to by the SteamPlant Director.
  4. Describe where and when tickets will be available to the public.
- 
5. Advance/door price of event tickets: \_\_\_\_\_
  6. Will the lobby ticket window be used for tickets sales at the event? \_\_\_\_\_  
*For all ticketed events, User must provide ticket sellers and ticket takers as necessary.*

**V. SteamPlant Marketing Packages**

Included with all public events at the SteamPlant:

- Listing on SteamPlant Website calendar ([www.solidasteamplant.com/events](http://www.solidasteamplant.com/events))
- Listing in SteamPlant’s monthly email newsletter
- Opportunity to hang poster on SteamPlant theatre lobby doors and in box on southeast side of the building (Sackett Ave.)
- Listing on Marquee prior to User’s event
- One (1) post on SteamPlant social media (Facebook, Instagram, and/or Twitter) prior to User’s event

**Additional Design and Marketing Services Available:**

- Full-color poster printing: \$1 per 8.5”x11” poster; \$2 per 11”x17” poster
- Full-color ticket printing: \$1 per 8.5”x11” page of tickets on cardstock (User is responsible for cutting and distributing tickets)

**Online Package: \$100**

(\*User must provide all graphics and images; SteamPlant staff will assist with copywriting)

- Online ticket sales via SteamPlant EventBrite
- Custom Facebook event via SteamPlant Facebook
- Facebook advertising (up to \$25 max budget; increasing budget will increase hits – if you want to increase this budget, you will be subject to an additional fee)
- Three (3) posts on SteamPlant Facebook and Instagram prior to your event
- Stand-alone email to SteamPlant newsletter subscribers

**VI. Room Set-Up**

*Please note that this section is for the SteamPlant’s initial planning purposes only. User may change or update facility set-up and equipment rental as necessary, provided that User communicates changes to SteamPlant staff prior to the event.*

- Conference
- Classroom
- Banquet
- Banquet/dance floor
- Theater

Additional Details:

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**VII. Equipment Needed**

To Be Determined

*Please see rental information packet for current list of equipment prices.*

- LCD Projector & Screen (\$75.00 base price)
- Event Sound (\$75.00 base price; A/V package pricing varies.)
- Event Lighting (\$75.00 base price; lighting package pricing varies.)
- Linens (\$8 each)
- Flatware, glassware, and/or dishes (pricing varies)

**VIII. Personnel Needed**

To Be Determined

- Sound Tech (\$30.00/hour, 3-hour minimum)
- Light Tech (\$30.00/hour, 3-hour minimum)
- Load-in/out Crew (\$30.00/hour per staff member)
- Additional Bartender(s) (\$35.00/hour)

Security Officer(s) (Hourly rate varies)

**IX. Sales-Related Information**

- a. Sales tax license number if applicable: \_\_\_\_\_
- b. Types of sales User intends to conduct: \_\_\_\_\_
- c. Proof of Multi-Vendor Permit if required

**X. Type of Event**

- Public
- Private (i.e. by invitation)

**XI. Payment Schedule**

- 1) A deposit in the amount of 50% of the facility rental fee is due on execution of this Agreement. The remaining balance of the facility rental fee is due thirty (30) days in advance of the commencement of the User's event. If User's event is less than thirty (30) days away from the time of booking, the full rental fee will be due upon the execution of this Agreement.

**XII. Damages and Damage Deposit**

- 1) If deemed necessary by the SteamPlant, a damage deposit by check of \$300.00 is due (30) thirty days prior to User's event. If User's event is less than thirty (30) days away from the time of booking, a check for the full \$300.00 will be due upon the execution of this Agreement. Provided that nothing is damaged after the event, the User's check will be returned.
- 2) If damages to SteamPlant property after User's event exceed \$300.00, User is responsible for 100% of the additional damage costs.

**XIII. Cancellation Procedures**

- 1) Cancellations made more than one-hundred and twenty (120) days in advance of the commencement of the User's event will receive a full refund of their deposit, less a \$100.00 non-refundable portion.
- 2) Cancellations made fewer than one-hundred and twenty (120), but more than thirty (30), days in advance of the commencement of the User's event will incur 50% of total facility rental fee, if greater than the deposit amount.
- 3) Cancellations made fewer than thirty (30) days in advance of the commencement of the User's event will incur 100% of the facility rental fee.

**ADDENDUM B: FOOD AND BEVERAGE SERVICE**

**I. Food Services**

The City will provide a list of approved food service Catering Companies for the User. If User's preferred Catering Company is not included on this list, the User must provide their contact information so that the SteamPlant may obtain necessary licenses and other paperwork.

The Catering Company shall agree to pay the SteamPlant Catering Fee of 10% of their total invoice for the event (less taxes and gratuity/service charge). The Catering Company, NOT the User, is not responsible for paying this fee to the SteamPlant, though Catering Companies may charge the User for this fee.

Catering Company that will provide food service: \_\_\_\_\_  To Be Determined

**II. Beverage Services**

All alcoholic and non-alcoholic beverages must be provided by the SteamPlant.

**Outside Alcohol** – Absolutely no outside alcohol is permitted on SteamPlant premises.

**Staffing** – The SteamPlant will provide beverage staff for your event, up to one bartender and an on-site Event Coordinator. An additional bartender may be hired at \$35/hour upon request.

**Bar Time Limit** – The bar may be open for a maximum of six (6) hours during the event.

**Ordering** – Whether the event has a hosted or cash bar (or some combination), all alcohol must be ordered no later than two (2) weeks prior to the event.

**Unconsumed Alcohol** – The SteamPlant does not have a retail liquor license. All unconsumed alcohol ordered for any event must remain on the premises after the event and cannot be removed by User after the event. The only exception to this rule is that up to two (2) opened, purchased bottles of wine may be re-corked and removed by User after the event.

**Charges for Hosted, Unconsumed Alcohol** – SteamPlant policies on alcohol ordered for a hosted bar, but unconsumed after the event:

Regardless of how much the User ordered prior to the wedding date, the User will only be charged for the **amount consumed** of:

- Liquor, wine, and bottled/canned beer on the SteamPlant House Menu
  - E.g. User ordered 24 bottles of house red wine, but only consumed 20 bottles. User is charged for 20 bottles of house red wine.

The User will be charged for **the entirety** of:

- Kegs tapped. If a keg is tapped, the User is charged for the whole keg, regardless of how much is left in the keg after the event. To avoid any unnecessary charges, the SteamPlant will carefully monitor the tapping of new kegs and will seek permission from the User or a designated representative before doing so.
- Products ordered that are not on the SteamPlant House Menu.
  - E.g. User ordered 2 bottles of non-house tequila. One and one-half bottles are consumed. User is charged for 2 bottles and may not remove partial bottle from SteamPlant premises after event.
- Opened but unfinished bottles of wine (regardless of whether or not they were on the House Menu). According to Colorado State corking law, the bartender may re-cork up to two (2) unfinished, purchased bottles of wine and User may remove them from the SteamPlant.

**Non-Alcoholic Beverage Service** – Non-alcoholic beverage stations are available. All non-alcoholic beverages must be provided by the SteamPlant. The SteamPlant non-alcoholic beverage selection includes sodas, juices, regular and decaf coffee, hot tea, lemonade, and iced tea. Special orders can be made.

Options for non-alcoholic beverage pricing include:

- By the gallon/per can or bottle for all non-alcoholic beverages ordered
- \$2.00/person for unlimited non-alcoholic beverages

**Service Gratuity** – If the User chooses not to have a tip jar available during the event for the bartender(s), an 18% gratuity fee will be added to all liquor, wine, beer, and non-alcoholic beverage purchases. As a policy, 25% of this gratuity will go to the SteamPlant staff and the remaining 75% will go to the event's bartender(s).

**Tax** – Per law within the City of Salida, all liquor, wine, beer, and non-alcoholic beverages will be taxed at a rate of 8.4%.

**Level of Beverage Service Required:**

Cash Bar

To Be Determined

- Hosted Bar
- Combination Hosted/Cash Bar
- Beer and Wine Only
- Full Bar
- Hosted non-alcoholic beverages
  - Pricing by the Gallon/Bottle/Can
  - \$2.00/person unlimited

**Staffing**

Additional Bartender and Hours Required: \_\_\_\_\_

**SUMMARY OF FEES**

**Additional Fees:** \_\_\_\_\_

*Fees for additional amenities including but not limited to beverages, linen rental, A/V rental, additional staff, etc. will be invoiced to the User **after** the event and may not be paid in advance.*

**Ticket Fee:** \$ \_\_\_\_\_

*Due upon execution of this agreement*

**Deposit:** \$ \_\_\_\_\_

*Due upon execution of this agreement*

**Facility Rental Fee:** \$ \_\_\_\_\_

*Due 30 days before commencement of event*

*(If event is less than thirty (30) days away from the time of booking, full Facility Rental Fee is due upon execution of this agreement.)*

**Damage Deposit:**  Waived

\$ \_\_\_\_\_

*Due 30 days before commencement of event*

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

CITY OF SALIDA, COLORADO

A Municipal Corporation

220 W. Sackett

Salida, CO 81201

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNED:

\_\_\_\_\_

Michael Varnum  
 SteamPlant Director, acting with authority  
 from the Salida City Council

DATE:

SIGNED:

\_\_\_\_\_

DATE:



# STEAMPLANT EVENT CENTER

220 West Sackett  
Salida, CO 81201  
719-530-0933  
SalidaSteamPlant.com

## STEAMPLANT EVENT CENTER FACILITY USE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into at Salida, Colorado this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the CITY OF SALIDA, a Colorado municipal corporation (“City”), and \_\_\_\_\_ (“User”), for use of the SteamPlant Event Center (“the SteamPlant”), as set out below and in the addendum (a) indicated below, which are attached hereto and made part of this Agreement.

“User”: \_\_\_\_\_

Bride/Groom Name: \_\_\_\_\_

Groom/Bride Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_-\_\_\_\_ or (\_\_\_\_) \_\_\_\_-\_\_\_\_

Email: \_\_\_\_\_

### Addenda Made Part of This Agreement

\_\_ Addendum A: Rental Terms and Conditions      \_\_ Addendum B: Food and Beverage

### A. GENERAL PROVISIONS

#### A.1. Purpose of Agreement

In consideration of the performance by User of the covenants and obligations of this Agreement, revocable and limited permission is hereby granted to User to use and occupy the following facilities at the SteamPlant on the following date(s), time(s) and for the following purpose(s):

Wedding Date:

Ceremony Location and Time:

Off-Site

Cocktail Hour Location and Time:

Off-Site

Reception Location and Time:

Off-Site

Rehearsal Dinner Date, Location, and Time:

Off-Site

Ceremony Rehearsal Date, Location, and Time:

Off-Site

*Load-in, set-up, tear-down, and rehearsal times are identified in Addendum A.*

**A.2. Definitions**

**a. The SteamPlant Event Center** – The SteamPlant Event Center is a multi-use facility that includes a theater, ballroom, meeting-room annex, plaza, and sculpture garden, giving any user a variety of rental options. The SteamPlant also holds and sponsors its own events in the facility. The SteamPlant is owned and operated by the City of Salida.

**b. Facility Rental Rates** – Wedding facility rental includes use of the SteamPlant Ballroom, the Riverside Plaza, the Ballroom Kitchen for Catering Company use, and the Bride-Ready Room (either the Theater Green Room or one room in the Riverside Annex, depending on availability) for eight (8) consecutive hours on the Wedding Date. Rehearsal Dinner dates and spaces are not included. The User’s eight (8) consecutive hours may not extend past midnight (12:00 AM).

<b>Dates</b>	<b>Days</b>	<b>Rate</b>
High Season: May – September	Saturday	\$3500
High Season: May – September	Sunday – Friday	\$2995
Low Season: October – April	Monday – Sunday	\$2995

**c. Inclement Weather Option** – In the event of inclement weather on the Wedding Date, the Riverside Annex or the SteamPlant Theatre may be used as a substitute space for the Plaza at no additional charge, based on availability.

**d. Facility Rental Amenities** – The following is included with the User’s Facility Rental Rate:

Ceremony: On-site Event Coordinator, ceremony tables and chairs, musician tables and chairs, and set-up and breakdown of ceremony by SteamPlant staff. Ceremony rehearsals one day prior to the Wedding Date are included for ceremonies held on the Plaza, unless the presence of an Event Coordinator is requested. If the User requests the presence of an Event Coordinator, rehearsal site will be available at \$30 per hour. No chairs, tables, or set-up will be provided for ceremony rehearsals.

Cocktail Hour & Reception Amenities: On-site Event Coordinator; banquet, cocktail, guestbook, cake, DJ, and gift/card tables; dining chairs; water goblets, champagne flutes, and coffee cups and saucers; water stations and water service on tables; lighting; one full service bar and one bartender; ability to craft signature reception cocktail; Catering Company’s use of commercial kitchen; congratulatory message of User’s choice with approval from SteamPlant staff on SteamPlant Marquee; and set-up and breakdown of all tables and chairs by SteamPlant staff.

**e. Additional Amenities** – The following can be arranged to be included for an additional fee: SteamPlant arbor for ceremony, basic table linens, basic flatware and dishware, audio-visual equipment (including but not limited to wedding and reception sound systems, video screens, LCD projectors, light and sound board), hosted bar, additional hourly bartender, outdoor heat lamps, non-alcoholic beverage selection, and additional rental hours for set-up.



*A complete list of and specific pricing for additional amenities are included in the SteamPlant Wedding Packet.*

**A.3. Indemnification**

User agrees to indemnify and hold the City, its officers, representatives, employees, agents, assigns and self-insurance pool harmless from and against all claims, causes of action, damages, liability, loss or costs, including reasonable attorney's fees, of every kind and nature whatsoever, that directly or proximately result from or are caused by any act or omission of the User or any of its officers, agents, employees, representatives, assigns, guests, patrons or invitees, or by their use or occupation of the SteamPlant pursuant to this Agreement.

**A.4. Occupancy Interruption**

The City shall have the right to terminate this Agreement and the City shall not be liable to User for any damages or costs incurred by User as a result of this termination in the following circumstances: 1. if the SteamPlant be destroyed or damaged, other than through the fault of User, to such an extent that the damage substantially interferes with the use of the SteamPlant by User pursuant to this Agreement, or 2. if an Act of God, strike, public emergency, or other unforeseen occurrence beyond the control of the City prevents User from using said facilities. User shall only be liable to the City for charges due related to use of the SteamPlant that occurred prior to the time of such termination. In the event the SteamPlant deems the premises unusable for User's event under this paragraph, the SteamPlant shall fully refund the User all monies paid by the User up to such time as said premises were deemed unusable by the SteamPlant. The User agrees that under the circumstances of a cancellation under this paragraph of this Agreement, full refund of all monies paid shall be considered full, adequate and fair restitution for User's loss in use of the facility for the User's scheduled event.

**A.5. Cancellation by User**

User may terminate this Agreement by giving written notice to the City in accordance with the provisions of the Agreement. User shall bear the actual costs, including service charges, incurred in refunding any advance ticket sales. The City reserves the right to charge User for any costs incurred prior to cancellation and as further detailed in the attached addendum.

**A.6. Entire Agreement; Attorney's Fees**

This Agreement embodies the entire Agreement between the parties, and no oral statements or prior written matter shall have any force or effect. No change or modification of any of its terms or conditions is valid other than by written amendment executed by the parties. Any provisions of this Agreement rendered void by operation of law shall not invalidate the remainder of this Agreement to the extent allowed by the law. In the event of a default, the defaulting party shall be liable for all costs and reasonable attorney's fees of the non-defaulting party incurred because of the default.

**A.7. Governing Law; Venue**

This Agreement shall be construed in accordance with the laws of the State of Colorado. The parties hereby agree to submit to the personal jurisdiction of the State of Colorado in connection with any action or proceeding relating to this Agreement or the SteamPlant. The parties expressly acknowledge and agree that venue of any action shall be in Chaffee County, Colorado.

### **A.8. Compliance with Laws**

*a. General* – User shall comply with all rules and regulations prescribed for use and occupancy of the SteamPlant, and with all other applicable rules, laws, ordinances, and regulations set forth by the City, and county, state and federal governments, including fire codes.

*b. Sales Tax License* – Any User selling material at the SteamPlant while subject to this Agreement is required to obtain a Colorado/Salida sales tax license and report the sales tax license number in the attached Addendum.

*c. Discrimination* – User specifically understands and acknowledges that the SteamPlant is a publicly funded and owned facility. User also understands and acknowledges that the City, as a political subdivision of the state of Colorado, does not discriminate in the use or provision of any of its facilities or services with respect to age, sex, race, religion, sexual orientation, ethnicity, nationality, or disability. User also agrees that, in its use of the SteamPlant, User will similarly not discriminate on the basis of any of the aforementioned characteristics, in compliance with state and federal non-discrimination laws and regulations.

### **A.9. Assignment/Transfer**

No assignment or transfer of User's rights under this Agreement shall be made by User to any other person or entity without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion.

### **A.10. Amendment**

This Agreement may only be amended in writing, by the unanimous agreement of the parties.

## **B. RIGHTS AND RESPONSIBILITIES OF STEAMPLANT AND OF USER**

### **B.1. Security**

**Required**    **Not Required**

An adequate number of properly trained and qualified security guards shall be provided by User, at User's cost, unless otherwise negotiated, for User's event at the SteamPlant if such services are deemed to be necessary by the City.

### **B.2. Signs, Posters, and Decorations**

User may be allowed to mount posters or other signage and decorations at the SteamPlant with the approval of the SteamPlant staff. Display location, time period, and method of fastening, attaching, or adhering shall be at the discretion of the SteamPlant. Any permitted use of the SteamPlant's display areas shall not be exclusive. User shall be required to get prior approval for decorations from and coordinate such decorations with the SteamPlant staff. Fastening materials to any wall, column, railing, door, ceiling, floor, or furniture using screws, nails, tape, glue, or any material that may cause permanent damage is prohibited. User shall be responsible for any damage caused by decorations, and shall post a damage deposit to cover any such damage.

### **B.3. Photographs and Video**

The User hereby authorizes SteamPlant the use of video or photos taken at the event for promotional purposes on the SteamPlant website and/or in printed materials. The User may withdraw this right, at any time, by stating so in an email addressed to [info@salidasteamplant.com](mailto:info@salidasteamplant.com)

or written letter addressed to SteamPlant Event Center, 220 West Sackett, Salida, Colorado 81201.

#### **B.4. Technical Personnel**

All User events requiring the use of the SteamPlant's technical equipment (e.g. sound system, theater lighting, audio/video recording) shall be charged an additional fee for costs associated with the technical personnel necessary for operation of said equipment (see Addendum A).

#### **B.5. Responsibility for the Actions of Performers, Guests, etc.**

*a. User Responsibility* – User shall be responsible for the actions of User's officers, agents, employees, assigns, guests, patrons, or invitees, and/or others coming onto SteamPlant property as a result of User's event. User shall pay the full costs required to repair or replace, at the City's discretion, breakage or damage to the SteamPlant facility, equipment, and/or property resulting from or during User's event, and post a cash damage deposit to cover any such breakage or damage, as required in Addendum A.

*b. Objectionable Persons* – The City reserves the right to eject or cause to be ejected from the SteamPlant any objectionable person or persons, and neither the City nor any of its officers, agents, or employees shall be liable to User for any damages that may be sustained by User through the exercise by the City of such right.

### **C. GENERAL USAGE POLICIES**

#### **C.1. Prohibitions**

*a. Flammable Material* – All materials used for decorative or scenic purposes may not be flammable, and must be approved by SteamPlant Staff and, if necessary, the Salida Fire Department.

*b. General* – Rice, confetti, glitter, glass, and lanterns are prohibited on the Plaza.

*c. Firearms* – The possession of firearms in the SteamPlant is strictly prohibited, except by authorized law enforcement personnel.

*d. Pets* – Pets are prohibited inside SteamPlant buildings, except for service animals.

*e. Smoking* – Smoking is prohibited in all areas of SteamPlant property. A designated smoking area will be provided by SteamPlant staff.

#### **C2. Storage**

If the City receives, handles, carries, or takes custody of property of any kind prior to, during, or subsequent to the use of the SteamPlant by or for the benefit of the User or its officers, agents, employees, assigns, guests, patrons, or invitees, the City shall act solely for the accommodation of User, and neither the City nor its officers, representatives, agents, or employees shall be liable for any loss, damage or injury to such property. Dates and times for loading User's property is set out in Addendum A. At the conclusion of contracted dates and times, User shall remove all of its property from the SteamPlant. If user fails or refuses to vacate the SteamPlant within the requirements of Addendum A, the City shall have the right to remove, store, or cause to be stored, at User's expense, such property, and the City is hereby expressly released from any and all claims for damages of whatever kind or nature to such property.

**C.3. Obstructions**

User shall not obstruct or cause to be obstructed any portion of the sidewalks, entries, passages, vestibules, halls, or ways of access to public portions of the SteamPlant, nor shall User use such areas for any purpose other than ingress to or egress from the SteamPlant. User shall not obstruct or cause to be obstructed the doors, skylights, stairways, or openings that reflect or admit light into any portion of the SteamPlant, including hallways, corridors and passageways. Existing window shades and/or blinds are not considered to be obstructions. The restroom facilities shall not be used for any purpose other than that for which they were constructed, and User shall not dispose of any dirt, rubbish, rags, papers or any other substances therein.

**C.4. Attendance**

Attendance at User’s event shall not exceed the attendance and/or seating capacity limits established in the attached Addenda.

**ADDENDUM A: RENTAL TERMS AND CONDITIONS**

**I. Spaces To Be Used**

***Wedding Date Spaces:***

- Ballroom (*accommodates 175 seated, 275 standing*)
- Kitchen for Catering Company
- Plaza
- Bride Ready Room

***Preferred Inclement Weather Space:***

*Please note that regardless of User preference, either the theater or the annex will be available for an inclement weather option depending on availability.*

- Annex (with Lobby/Gallery Included)
  - One Single room (accommodates 30)
  - One Double Room (accommodates 60)
  - One Triple Room (accommodates 90)
- Theater (accommodates 210 seating; with Lobby Included)

**II. Additional Dates and Times Required**

**a. Load-in:** \_\_\_\_\_

**b. Set-up:** \_\_\_\_\_

**c. Tear-down:** \_\_\_\_\_

**III. Facility Rental Fees (including taxes and service charges, if applicable):**

Wedding Package Pricing	<b>Summary: Rate x Package</b>			
<b>High Season: Saturday</b>	\$3500.00		=	\$
<b>High Season: Sunday-Friday</b>	\$2995.00		=	\$
<b>Low Season: Monday-Saturday</b>	\$2995.00		=	\$
<b>Additional Hours for Set-Up</b>	\$100.00	x	=	\$
<b>TOTAL</b>				\$

**IV. Facility Set-Up**

*Please note that this section is for the SteamPlant's initial planning purposes only. User may change or update facility set-up and equipment rental as necessary, provided that User communicates changes to SteamPlant staff prior to the wedding.*

Set-Up for the Ceremony, Cocktail Hour, and Reception

To Be Determined

**Plaza**

*Ceremony*

Orientation of Chairs: \_\_\_\_\_

# Chairs: \_\_\_\_\_

Additional Add-Ons: \_\_\_\_\_

*Cocktail Hour*

# Cocktail Tables: \_\_\_\_\_

Additional Add-Ons: \_\_\_\_\_

**Ballroom**

*Reception*

# Round Tables Downstairs: \_\_\_\_\_

# Round Tables Mezzanine: \_\_\_\_\_

Special Tables Required (cake, guestbook, etc.): \_\_\_\_\_

Additional Amenities Required: \_\_\_\_\_

**V. Equipment Needed**

To Be Determined

Equipment for the Ceremony, Cocktail Hour, and Reception

LCD Projector & Screen (\$75.00 base price)

Event Sound (\$75.00 base price; A/V package pricing varies.)

Event Lighting (\$75.00 base price; lighting package pricing varies.)

Linens (\$8 each)

Flatware, glassware, and/or dishes (pricing varies)

**VI. Personnel Needed**

To Be Determined

Personnel for the Ceremony, Cocktail Hour, and/or Reception

- Sound Tech (\$30.00/hour, 3-hour minimum)
- Light Tech (\$30.00/hour, 3-hour minimum)
- Load-in/out Crew (\$30.00/hour per staff member)
- Additional Bartender(s) (\$35.00/hour)
- Security Officer(s) (Hourly rate varies)

**VII. Sales-Related Information**

Tax license number if applicable \_\_\_\_\_

**VIII. Payment Schedule**

- 1) A deposit in the amount of 50% of the Wedding Package Facility Rental Fee is due on execution of this Agreement. The remaining balance of the Wedding Package Facility Rental Fee is due thirty (30) days in advance of the commencement of the User’s event.
- 2) If User’s event is less than thirty (30) days away from the time of booking, the full Wedding Package Facility Rental Fee will be due upon the execution of this Agreement.

**IX. Damages and Damage Deposit**

- 1) A damage deposit by check of \$300.00 is due (30) thirty days prior to User’s event. If User’s event is less than thirty (30) days away from the time of booking, a check for the full \$300.00 will be due upon the execution of this Agreement. Provided that nothing is damaged after the event, the User’s check will be returned.
- 2) If damages to SteamPlant property after User’s event exceed \$300.00, User is responsible for 100% of the additional damage costs.

**X. Cancellation Procedures**

- 1) Cancellations made more than one hundred and twenty (120) days in advance of the commencement of the User’s event will receive a full refund of their deposit, less a \$500.00 non-refundable portion.
- 2) Cancellations made fewer than one hundred and twenty (120), but more than thirty (30), days in advance of the commencement of the User’s event will incur 50% of total Wedding Package Facility Rental Fee, if greater than the deposit amount.
- 3) Cancellations made fewer than thirty (30) days in advance of the commencement of the User’s event will incur 100% of the Wedding Package Facility Rental Fee.

**ADDENDUM B: FOOD AND BEVERAGE SERVICE**

**I. Food Services**

The City will provide a list of approved food service Catering Companies for the User. If User’s preferred Catering Company is not included on this list, the User must provide their contact information so that the SteamPlant may obtain necessary licenses and other paperwork.

The Catering Company shall agree to pay the SteamPlant Catering Fee of 10% of their total invoice for the event (less taxes and gratuity/service charge). The Catering Company, NOT the User, is not responsible for paying this fee to the SteamPlant, though Catering Companies may charge the User for this fee.

**Catering Company that will provide food service:** \_\_\_\_\_  To Be Determined

## **II. Beverage Services**

**All alcoholic and non-alcoholic beverages must be provided by the SteamPlant.**

***Outside Alcohol*** – Absolutely no outside alcohol is permitted on SteamPlant premises.

***Staffing*** – The SteamPlant will provide beverage staff for your event, up to one bartender and an on-site Event Coordinator. An additional bartender may be hired at \$35/hour upon request.

***Bar Time Limit*** – The bar may be open for a maximum of six (6) hours during the event.

***Ordering*** – Whether the event has a hosted or cash bar (or some combination), all alcohol must be ordered no later than two (2) weeks prior to the event.

***Unconsumed Alcohol*** – The SteamPlant does not have a retail liquor license. All unconsumed alcohol ordered for any event must remain on the premises after the event and cannot be removed by User after the event. The only exception to this rule is that up to two (2) opened, purchased bottles of wine may be re-corked and removed by User after the event.

***Charges for Hosted, Unconsumed Alcohol*** – SteamPlant policies on alcohol ordered for a hosted bar, but unconsumed after the event:

Regardless of how much the User ordered prior to the wedding date, the User will only be charged for the **amount consumed** of:

- Liquor, wine, and bottled/canned beer on the SteamPlant House Menu
  - E.g. User ordered 24 bottles of house red wine, but only consumed 20 bottles. User is charged for 20 bottles of house red wine.

The User will be charged for **the entirety** of:

- Kegs tapped. If a keg is tapped, the User is charged for the whole keg, regardless of how much is left in the keg after the event. To avoid any unnecessary charges, the SteamPlant will carefully monitor the tapping of new kegs and will seek permission from the User or a designated representative before doing so.
- Products ordered that are not on the SteamPlant House Menu.
  - E.g. User ordered 2 bottles of non-house tequila. One and one-half bottles are consumed. User is charged for 2 bottles and may not remove partial bottle from SteamPlant premises after event.
- Opened but unfinished bottles of wine (regardless of whether or not they were on the House Menu). According to Colorado State corking law, the bartender may re-

cork up to two (2) unfinished, purchased bottles of wine and User may remove them from the SteamPlant.

**Non-Alcoholic Beverage Service** – Non-alcoholic beverage stations are available. All non-alcoholic beverages must be provided by the SteamPlant. The SteamPlant non-alcoholic beverage selection includes sodas, juices, regular and decaf coffee, hot tea, lemonade, and iced tea. Special orders can be made.

Options for non-alcoholic beverage pricing include:

- By the gallon/per can or bottle for all non-alcoholic beverages ordered
- \$2.00/person for unlimited non-alcoholic beverages

**Service Gratuity** – If the User chooses not to have a tip jar available during the event for the bartender(s), an 18% gratuity fee will be added to all liquor, wine, beer, and non-alcoholic beverage purchases. As a policy, 25% of this gratuity will go to the SteamPlant staff and the remaining 75% will go to the event’s bartender(s).

**Tax** – Per law within the City of Salida, all liquor, wine, beer, and non-alcoholic beverages will be taxed at a rate of 8.4%.

**Level of Beverage Service Required:**

To Be Determined

- Cash Bar
- Hosted Bar
- Combination Hosted/Cash Bar
- Beer and Wine Only
- Full Bar
- Hosted non-alcoholic beverages
  - Pricing by the Gallon/Bottle/Can
  - \$2.00/person unlimited

**Staffing**

Additional Bartender and Hours Required: \_\_\_\_\_

**SUMMARY OF FEES**

**Additional Fees:** \_\_\_\_\_

*Fees for additional amenities including but not limited to beverages, linen rental, A/V rental, additional staff, etc. will be invoiced to the User **after** the event and may not be paid in advance.*

**Deposit:** \$ \_\_\_\_\_                      **Wedding Package Rental Fee:** \$ \_\_\_\_\_

*Due upon execution of this agreement                      Due 30 days before commencement of event  
(If event is less than thirty (30) days away from the time of booking, full Wedding Package Facility Rental Fee is due upon execution of this agreement.)*

**Damage Deposit:** \$300.00  
*Due 30 days before commencement of event*



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

CITY OF SALIDA, COLORADO

A Municipal Corporation

220 W. Sackett Street

Salida, CO 81201

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED:

\_\_\_\_\_

Michael Varnum  
SteamPlant Director, acting with authority  
from the Salida City Council

DATE:

SIGNED:

\_\_\_\_\_

User,  
DATE: