

# the LINCOLN center



**Lincoln Center**  
**417 West Magnolia Street**  
**Fort Collins, Co. 80521**  
**Phone: (970) 221-6733 / Fax: (970) 221-6373**  
**LCtix.com**

## **Facility** **Rules and Regulations**

**Updated & Revised February 7, 2019**

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## 1. Venue Contact Information:

### EVENT OPERATIONS

Event Operations Manager	Edward Modec	(970) 416-2188 emodec@fcgov.com
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Scheduling Coordinator	Robin Stitzel	(970) 221-6201 rstitzel@fcgov.com
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Conference Services Coordinator	Stacie Carver	(970) 416-2219 scarver@fcgov.com
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Events Coordinator	Rachael Russell	(970) 221-6369 rrussell@fcgov.com
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Facility Services Coordinator	Deedee Hosler	(970) 221-6680 dhosler@fcgov.com
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### THEATRE OPERATIONS

Theatre Operations Manager	Dan Schoonover	(970) 221-6739 dschoonover@fcgov.com
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Production Coordinator	Dave Brull	(970) 221-6397 dbrull@fcgov.com
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Production Coordinator	Matt Shein	(970) 416-2758 mshein@fcgov.com
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Front of House Coordinator	Ruth Smith	(970) 221-6260 rusmith@fcgov.com
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### TICKETING & BRAND OPERATIONS

Ticketing & Brand Development Manager	Victoria Erickson	(970) 416-2765 verickson@fcgov.com
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Box Office Coordinator	Amanda Spoon	(970) 416-2817 aspoon@fcgov.com
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Public Relations & Marketing Coordinator	Alison Baumgartner	(970) 416-2752 abaumgartner@fcgov.com
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Senior Marketing Coordinator	Taylor Roberts	(970) 221-6889 troberts@fcgov.com
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Assistant Box Office Specialist	Megan Hervey	(970) 221-6305 mhervey@fcgov.com
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### EXECUTIVE DIRECTOR

Jack Rogers	(970) 416-2289 jrogers@fcgov.com
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### **The Lincoln Center Website**

The Lincoln Center's website is straightforward, fast, easy to navigate, and loaded with useful information and resources. Visit ***lctix.com*** to find driving directions, facility specifications, downloadable graphics, images, maps, sample floor plans, forms, virtual tours, seating charts, and an event calendar with links to shows and artists websites.

## 2. General Facility information:

### Building Hours

- Business, general public, and administration hours are 12:00pm–5:00pm Tuesday–Friday.
- Performance and event hours vary based on booking time and event usage
- Box Office hours are 12:00pm–6:00pm Tuesday–Saturday and 1 hour prior to performance.
- Art Gallery hours are 12:00pm-6:00pm Tuesday-Saturday and during performances, until just after intermission.
- Conference Service event space rentals can be scheduled before or after normal hours at the discretion of the Conference Services Manager.

### Parking

Free public parking is available in the Lincoln Center’s main lot which is located at the corner of Mulberry and Meldrum streets. In addition, there is free “on street” diagonal parking around the facility.

**\* Please note that the “No Parking” signed lots east of the Lincoln Center, all red curbed areas and posted fire lanes on Lincoln Center property are designated as “No Parking Zones” and are strongly enforced. Further the Mulberry Pool lot has 2-hour restrictions in place from 8am-4pm, Monday-Friday. Any violators will be towed without further warning.**

### Smoking

In concurrence with the City of Fort Collins smoking ordinance; smoking of any kind (including e-cigarettes) is not permitted in the Lincoln Center facility or on the Lincoln Center grounds, including all outdoor event spaces (Rooftop Deck & Terrace), parking lots, sidewalks, alleyways, and greenspaces. We ask for your cooperation in preventing litter, inconvenience, health hazards for others and informing production personnel, performers, invited guests and others about this policy.

### Americans with Disabilities Act

The Lincoln Center makes every effort to accommodate staff and patrons with disabilities and adhere to all requirements of the Americans with Disabilities Act (ADA). This facility was recently renovated with ADA in mind and is well-equipped with elevators, wheelchair ramps, automatic doorways, accessible restrooms, private “family” restrooms and assisted listening devices. If you have concerns about the efforts to serve people with disabilities, please contact the Lincoln Center Administration Office at 970-221-6733.

### Diversity Commitment

Lincoln Center is committed to treating all staff, clients, guests, performers, and suppliers with dignity and respect. The Lincoln Center goal is to create an environment free from any form of harassment, discrimination or violence.

## 3. Conference Services Policies:

### Booking information

For Conference and Special Event bookings, availability, pricing and general facility questions, please contact the Lincoln Center's Administration Office at (970) 221-6733.

### **Reservations**

The Lincoln Center accepts booking requests 18 months in advance. All Conference rooms rent by the hour, with various minimums and flat rates.

- Reservations open on the first business day of each month, 18 months in advance. (For example: clients may request any October 2014 date beginning on April 1, 2013) This applies to all conference/event spaces excluding Founder's Room.
- In-person requests are given priority over telephone requests.
- The Lincoln Center may implement a lottery system for highly requested months.

## **Conference & Event Spaces**

### **Canyon West**

- 87ft. x 58ft., 5082 square ft. (approx.)
- 18ft Ceilings
- Capacity up to 450\*

### **Columbine**

- 65ft. x 40ft., 2623 square ft. (approx.)
- 14ft Ceilings
- Capacity up to 250\*

### **Terrace**

- 88ft. x 39ft., 3384 square ft. (approx.)
- Outdoor/Open Air
- Capacity up to 225\*

### **Rooftop Deck**

- 64ft. x 62ft., 3915 square ft. (approx.)
- Outdoor/Open Air & Indoor Lounge
- Capacity up to 250\*

### **Founders Room**

- 35ft. x 31ft., 1062 square ft. (approx.)
- 9ft Ceilings
- Capacity up to 100\*

The Conference Services lobby and entryway can be included with the rental of any two or more of the above locations. Requests for use need to be made with the Conference Services Manager or Events Coordinator and additional cleaning charges will be added to your contract if approved.

### **Magnolia Theatre**

- Fixed seating for 226 patrons
- Lobby & Bar receptions (Cocktail only)

### **Art Gallery**

- 44ft. x 32ft., 1408 square ft. (approx)
- Requests for renting the Art Gallery will be considered on a case by case basis

### **Performance Hall**

- Fixed seating for 1180 patrons
- Lobby & Bar receptions (Cocktail only)
- Balcony receptions (Cocktail only)

\*Please note that all capacities in the conference/event spaces vary based on set up & guest count.

### **Payments/Deposits/Contracts:**

A non-refundable/non-transferable deposit of 50% of the total of all Room Charges and rental fees, including any upfront equipment or labor costs, is required to secure any and all booking dates. This

payment serves to hold and confirm the venue and is due with the signed Contract **no later than 48 hours after the date signed by the Lincoln Center**. The remaining balance will be due at least 30 days prior to the date of the event. If a booking date is within 30 days of Contract, then 100% of the total of all Room Charges and rental fees, including any upfront equipment or labor costs will be due with the signed contract **no later than 48 hours after the date signed by the Lincoln Center**. When appearing in this document the term "Contract" will together constitute a signed booking confirmation and these facility rules & regulations.

In addition, an advance security deposit (see schedule below) is due **in full** with the signed Contract. At the Lincoln Center's discretion certain events may require an additional or adjusted security deposit. The security deposit may be applied to any remaining Contract balance due after the event, as payment for damages sustained to the facilities or equipment, rescheduling charges, or for charges associated with a cancellation. In the event the security deposit is applied and exceeded after the event any additional balance will be due fourteen (14) days after the final invoice date. Any portion of the security deposit remaining in excess of the final charges will be refunded to the client within thirty (30) days after the event.

#### *Security Deposit Rate Schedule*

\$1000 – Weddings (Reception, Cocktail Hour & Ceremony/Receptions)

\$750 – Special & Corporate Events

\$200 – Meetings & Wedding Ceremony ONLY

The terms and conditions of the Contract shall apply to any additional rooms, Room Charges, rental fees, equipment, labor, or outside vendor orders added by the client after the initial contracting date, but not included in the original Contract. Failure to comply with contracting deadlines will result in release of any and all held date(s) and forfeiture of any advance payments up to an amount equal to the total amount of the Room Charges plus any additional hard expenses incurred by the Lincoln Center as a direct result of the event, including but not limited to orders placed to outside vendors.

The Lincoln Center wants all clients to be completely informed and wants to ensure that their Contract is understandable. Please read it carefully and entirely.

- Clients must book their rental based on the total number of hours needed for their event, including all set up, decoration, event, and clean up times.
- Contracts must include event type, guest count, all equipment requests, catering, bar service, security detail and any specific set up needs.
- At the Lincoln Center's discretion any client requesting bar service may be required to purchase additional liability insurance through the Lincoln Center, limit the bar service to four hours, and require security guards.
- Events with catering and/or bar service may require liability insurance which can be provided through the City of Fort Collins, or through the client's own insurance carrier.
- The confirmed booking of any event requires: (1) a signed Contract, (2) deposit percentage (50% or 100%) of all contracted fees, and (3) full security deposit.
- Contracts may only have additional hours added; no hours may be subtracted from the original agreement. All requests for additional hours must be submitted in person or in a written request and will require a revised contract to be signed, and all additional fees to be paid for at that time.
- The client must schedule a meeting to finalize all event related details (event type, equipment, catering, bar service, security, etc.) at least thirty (30) days before the scheduled event date. At the discretion of the Lincoln Center, changes may require a new Contract be drawn and all additional charges to be paid at that time.
- For changes to a booking that effect the final balance due prior to the earliest event date, the Lincoln Center will require these payments to be made via credit card OR hand-delivered check. Unless approved by Lincoln Center, no mailed checks will be allowed unless guaranteed delivery can be arranged by the client to ensure the fully balance is paid prior to the earliest event date.
- Clients will be charged a Set Change fee for any set-up change made after the contract is finalized or under a two (2) week period before the event.

- The client will receive a final invoice 5 – 7 business days after their event, detailing all payments, charges and credits. Any additional invoice payments will be due 14 (fourteen) days after the invoice date.

### **Liability Insurance**

The Client is responsible for providing a Certificate of Liability Insurance and endorsement for themselves (including any vendors being used who do not carry their own policies, excluding caterers and/or other food service providers) at the following minimum levels of coverage: \$1,000,000 per occurrence and \$2,000,000 aggregate.

The policy MUST name the Lincoln Center – City of Fort Collins as additional insured. Client assumes full responsibility and liability for any and all damages to the Lincoln Center, its equipment, and grounds.

Proof of liability insurance, meeting the Lincoln Center's minimum requirements, is required and due no later than 30 days prior to your event. You may provide evidence of insurance purchased from a company of your choice, extend coverage to include the Lincoln Center under a commercial policy, or if you would prefer or are unable, coverage can be purchased to cover your event through the Lincoln Center. If you purchase insurance through the Lincoln Center, the amount will vary based on the final details of your event including but not limited to, guest count, vendor selection, security needs, and/or food service. The cost will be estimated at the time of contracting with a final total determined upon completion and approval of your application. All costs will be due at the time of the final 30 day payment.

You can mail the Certificates of Insurance and endorsement to the Conference Services Department at the Lincoln Center, 417 W. Magnolia Street, Fort Collins, CO, 80525 or FAX to (970)-221-6373 with "ATTENTION CONFERENCE SERVICES – EVENT NAME, DATE, AND CONFIRMATION NUMBER" listed on the cover sheet.

### **Merchandise Sales**

The Lincoln Center charges a commission on all gross sales in the facility including but not limited to CD's, DVD/Blu-Ray's, orders for CD's/DVD's/Blu-Ray's, clothing, memorabilia, merchandise, flowers, and/or any other item. At its discretion Lincoln Center may count in and inventory all merchandise prior to sale. Commission rates will be 25% for standard events and 15% for non-profit events.

### **Copyright Compliance**

The client assumes the complete and sole responsibility for complying with all rules and regulations concerning copyright and paying all license fees in connection therewith. In the event that client fails to pay any such fees and, as a result thereof, the City incurs costs in payment of such, and/or in satisfaction of copyright obligations, User hereby agrees to reimburse the City for such costs and/or expenses. The client agrees to indemnify and hold harmless and defend the City, its officers or employees from and against any and all claims, demands, or suits that may be made or brought against them with respect to the performance of any material performed during the Event.

### **Damage to the Facilities & Equipment**

As the client who has contracted for the use of the facilities and equipment, you are responsible for any and all damage caused by your staff, contractors, exhibitors, or attendees. Any damage to the Lincoln Center property or facilities beyond ordinary wear and tear and will be billed to the client. Determination of the amount of such damage shall be within the sole jurisdiction and discretion of the Lincoln Center and payment for such damage shall be deducted from the security deposit; with any additional balance due within fourteen (14) days following the final invoice date. A pre and post walk through of your contracted areas can be scheduled with the Conference Services staff.

### **After Hours Fee**

Clients will be charged for a **full hour** of room rental for any time period that the client, their guests, or vendors stay in any contracted spaces beyond the contracted room rental time and again, each additional hour that passes. In addition, event staff time will be charged at \$40/hour/staff member, if it is beyond midnight (12:00am).

### **Set Change Fee**

Any time a room's set-up is changed during an event or, if a backup space must be set after a 4 hour grace period, a Set Change Fee will apply. The Set Change fee will be based upon the labor hours needed to complete the change plus applicable equipment charges. Please consult the Conference Services Manager regarding Set Change Fee's. Please note that the ability to operationally provide a set change is at the sole discretion of the Events Coordinator.

### **Outdoor Venue & Inclement Weather Backup Space Policy**

The Lincoln Center highly recommends that all clients booking an outdoor event space also book an indoor backup location at the time of contracting. The backup space will be charged at **30% off the regular Room Charges**. Lincoln Center cannot guarantee the availability of a backup space in the event of inclement weather without the advance contracting of a backup space. In the event that an event is moved to an available back-up space without prior advance contracting, standard rates and applicable charges will apply. The client will be fully responsible for all contracted charges regardless of inclement weather. No refunds will be issued for either the originally contracted outdoor space or back-up space in the event that either isn't used.

- The Conference Services Manager or Events Coordinator is authorized to strike any contracted equipment from the event space if necessary to avoid weather damage
- The client will not be allowed to move into any public areas of the facility to complete their event.
- If renting an indoor backup space, the client has a 4 hour grace period before their contracted rental time to choose which space to hold their event in. After the 4 hour grace period, any changes of location will incur a Set Change Fee and is dependent upon operational feasibility. If the client is unavailable or chooses not to make a location decision, the Lincoln Center's Conference Services Manager or Events Coordinator is authorized to make the decision on behalf of the client.
- All staking or fencing of the grounds must be pre-approved by the Executive Director, be completed by the City of Fort Collins Parks Department and will incur additional charges.
- Only approved tents, canopies and shade umbrellas will be allowed on the grounds and must be pre-approved by the Conference Services Manager.
- Due to limitations of the floating floor support system on the exterior Rooftop Deck, weight restrictions may apply for certain outside equipment and usage requests. No solid surface or rigid flooring materials, including the Lincoln Center's rentable dance floor, may be laid over the exterior Rooftop Deck tiles due to structural and weight requirements.
- All music or amplified sound beyond conversation level (55dB) must cease at 10:00pm.

### **Room Set-Up & Layout Deadlines**

All room set-ups, layouts, and major operational decisions must be made no later than thirty (30) days prior to the client's first contracted date. The Lincoln Center may change this deadline to ensure the safe and successful execution of the client's event. The Lincoln Center reserves the right to cancel any event where operational decision deadlines are not met, and client will forfeit all previous payments up to an amount equal to the amount of the room rent plus any additional hard expenses incurred by Lincoln Center as a direct result of the event, including but not limited to orders placed to outside vendors. Client will be subject to Lincoln Center cancellation policy if Lincoln Center exercises its right to cancel.

### **Rehearsal Space Policy**

The Lincoln Center makes best efforts to offer (but does not guarantee), one (1) hour of complimentary rehearsal time for Wedding Ceremonies and certain Special Events. The time and date of the rehearsal is at the sole discretion of the Lincoln Center and may be moved and/or cancelled with as little as 24 hours advance notice to client. The rehearsal must not require any equipment set-up or staff labor to qualify as complimentary. If the rehearsal requires equipment set-up and/or staff labor, time usage for the rehearsal will be billed at standard rates and hourly minimums.

### **Rescheduling**



Clients may remain liable for all Room Charges for rescheduling an event(s). The client's ability to reschedule a contracted event is at the sole discretion of Lincoln Center management and cannot be guaranteed. If a reschedule is permitted, it may be treated as a "Cancellation" of the existing event arrangements and subject to Cancellation policy terms. Previous payments, as described under "Cancellations" below, will not be credited to the rescheduled event, but may be retained by the City as payment for the reschedule. The client will be responsible for paying the standard Room Charges, rental fees, and/or other applicable charges for the new rescheduled date. If the rescheduling expenses exceed the total of client's previous payments, the Lincoln Center shall invoice client for the difference, Client shall remain personally liable for cancellation expenses until paid in full.

#### **Cancellations**

Clients will remain liable for all Room Charges for a cancellation(s). Cancellations must be submitted in writing via letter, fax or email and received by the Lincoln Center no later than 48 hours prior to contracted date. Cancellations will result in forfeiture of previous payments up to an amount equal to the amount of the Room Charges plus any additional hard expenses incurred by Lincoln Center as a direct result of the event, including but not limited to orders placed to outside vendors. At the discretion of the Lincoln Center the security deposit will be used to cover cancellation expenses should the charges exceed the total of the client's previous payments. The Lincoln Center shall invoice the client for any residual cancellation expenses due after all previous payments and deposits have been applied. Client shall remain liable for cancellation expenses until paid in full.

#### **Defaults**

Should the client default in the performance of any of the terms and conditions of the Agreement, the City of Fort Collins, at its option, may terminate this agreement and the client's use of the property. In the event of such termination, the client shall be liable for all costs and damages incurred by the City as a result of the default and, in addition, the full amount of deposits paid shall be retained by the City

#### **Force Majeure**

If, prior to the contracted use date(s) the facilities/equipment are destroyed or damaged by fire or other casualty or become unavailable or unusable because of a strike, public emergency, or other cause beyond the reasonable control of the Lincoln Center, then the Lincoln Center may elect to terminate this agreement and return client's deposit (if any), and the parties shall have no further obligation whatsoever hereunder.

## **4. Operational Information:**

## Catering

- All food service must be performed by a Lincoln Center Approved Caterer or the service provider of your choice may apply to become an Approved Caterer at the facility. Approval of vendors is solely at Lincoln Center's discretion. All service providers must apply to be an Approved Caterer at least one month (30 days) prior to the client's contracted event in order to perform any service within the facility or on our grounds. Please contact the Conference Services Manager for a copy of the application & agreement. Examples of licensed and insured food service vendors subject to the approval process include, but are not limited to: stand-alone catering establishments, restaurants, and food trucks.
- Lincoln Center china service (table top only) is available to rent, see the Conference Service Rate Sheets for details. Self-service use of Lincoln Center's china by the client is not permitted. In the event the caterer is unable or unwilling to take responsibility for dish use the client may elect for outside staffing at an added cost or opt to provide a compostable/recyclable option.
- No plated catering service is allowed on the Terrace or Rooftop Deck.
- All drop-off style food service for events over 100 guests will require the caterer to provide staffing meeting the Lincoln Center's minimum requirements for the events entirety.
- Service Provider must provide all catering equipment including but not limited to: trays, chafing dishes, pitchers, coffee carafes, coffee condiments, salt and pepper shakers, etc.
- Non-alcoholic beverages may be provided by an outside caterer when not provided by Sapphire Events, LLC.
- No food or beverage is to be served on or with *disposable* service-ware. Only **reusable** or **compostable** service-ware will be allowed. Recyclable service-ware may be allowed with prior permission of the Conference Services Manager or Events Coordinator. Absolutely no Styrofoam or wax coated products are allowed.
- Any recyclable or compostable service-ware option must be bussed and disposed of in the appropriate receptacles. The caterer is solely responsible for ensuring compliance on behalf of the client when choosing this type of service-ware.
- Kitchen availability for the Service Provider is limited to a span beginning 2 hours before the contracted reserve time, and ending 1 hour after the contracted event end time.
- The kitchen should be clean upon arrival. If it is not, then the Service Provider must inform the Kitchen Supervisor or Event Concierge immediately.
- Service Provider may be required to share kitchen space and equipment with other caterers based on the demands of the facility.
- Service Provider is solely responsible for set up, bussing and returning all dishes to the dish station, all plates must be scraped and stacked according to size, all silverware sorted by utensil, and all glasses and cups emptied and placed face down in their appropriate racks.
- Lincoln Center requires that food sold and served at the facility is wholesome, free of contamination and spoilage; and in so, actively promotes compliance with state food safety laws and regulations through education and enforcement. Lincoln Center requires ready-to-eat food be prepared and served without bare hand contact; gloves must be worn at all times with ready-to-eat food and at the Lincoln Centers discretion.
- At the end of the event, Service Provider must clean the kitchen, including but not limited to: 3 commercial ovens, 6 burner commercial range, microwave, commercial refrigerator, commercial coffee maker, counters, sinks, kitchen carts and floors.
- Service Provider is required to remove all left-over food and equipment from the venue at the conclusion of the event.
- Service Provider must check out with **both** the designated **Event Concierge** and **Kitchen Supervisor** at the end of their event, or before leaving the facility, in order to complete a kitchen check out sheet. The Service Provider may be given a copy of the check-out sheet for their records at that time if requested.
- Clients may not use the kitchen space or equipment, set or bus dishes, or self-service cater an event.
- If Service Provider fails to follow Lincoln Center polices, possible consequences include (1)

additional fees being charged to Service Provider's client; (2) termination of Service Provider's Approved Caterer status; and (3) Service Provider being barred from future business at the Lincoln Center. If the Approved Caterer status is terminated, reinstatement is at the discretion of the Lincoln Center. The caterer may be required to reapply and to provide recent references.

### **Snacks**

- Lincoln Center will allow clients to bring their own commercially pre-prepared and packaged snacks (cookies, candy, chips, etc.) to events without hiring a caterer or incurring a Food Service Fee. A minimum \$25 fee will apply for this type of service.
- An additional Cleaning Fee (minimum \$25) may be assessed, with the final amount being at the discretion of the Conference Services Manager.

### **Hospitality Services**

Ice water, coffee, decaffeinated coffee, tea, hot chocolate, hot apple cider and cookies are all available "in house". Please see the Conference Service Rates Sheets for details.

### **Bar Service (Sapphire Events, LLC)**

- Clients are required to use Sapphire Events, LLC, the Lincoln Center's exclusive alcohol beverage concessionaire for all alcohol services on the Lincoln Center premises.
- Clients may not provide or have on-site, their own alcoholic beverages (opened or unopened) anywhere inside the Lincoln Center or on the facility grounds.
- Non-alcoholic beverages must be provided through Sapphire Events when bar service is requested.
- Events contracting bar service may also require liability insurance which can be provided through the City of Fort Collins or through the client's own insurance policy.
- Events contracting bar service MUST provide food service or snacks sufficient to meet the number of guests and length of the event, for its entirety. Though clients must assume the responsibility for monitoring adequate food service or snack levels; the Lincoln Center and its concessionaire will contact the client in the event there are insufficient levels to meet the event needs. At that time the client can either replenish or bring in outside food (in adherence to Lincoln Center food service policies) or snacks can be made available for purchase at the bar by Sapphire Events.
- Bar service requests may require security guards at the Lincoln Center's discretion.
- Youth oriented events are restricted to a maximum four hours of bar service and require security guards.
- **Private Events**
  - The Lincoln Center will coordinate the service requests for private events between the customers and Sapphire Events.
  - Clients requesting bar services are solely responsible for contacting Sapphire Events at (970) 221-2025 or sapphireeventsllc@gmail.com.
  - Sapphire Events will prepare the contracts based on information from both the customer and the Lincoln Center.
  - Private events at The Lincoln Center; including events in the Canyon West Ballroom, Columbine Ballroom, Founder's Room, Balcony Lobby Bar (Rooftop Deck), Main Bar, Magnolia Bar and Terrace will have a minimum of \$150 per hour fee to operate a cash, hosted or combination bar.
  - The per hour minimum will only apply to actual service time, and will be capped at four hours (\$600.00). The Concessionaire will bill the difference that the bar makes in cash/credit card sales from the \$150 per hour fee. If the bar makes \$150 or more per hour, then there would be no fee billed to the customer.

- **Theatre Events**

- Public shows at the Lincoln Center scheduled in either the Performance Hall or Magnolia Theater that have pre-sold tickets of 30 attendees or less, will not be staffed for beverage service.
- If the Event Producer and Sapphire Events agree, the bar may be operated and Sapphire Events will arrange for the Event Producer to pay a \$50.00 per hour fee to cover labor and operating expenses. The per-hour minimum will only apply to actual service time. If the bar makes at least \$50.00 per hour in beverage sales, then there will be no billed invoice to the Event Producer. If the bar makes less than \$50.00 per hour in sales, then Sapphire Events will bill the difference to cover labor and operating expenses.
- **Alcohol Donations**
  - Donations of liquor for fund raising events are permitted at the Lincoln Center only with written permission from the Lincoln Center Executive Director.
  - The Lincoln Center will allow non-profit presenters whose 501(c)3 shows a Fort Collins address to provide donated liquor in the lobbies in conjunction with their events/performances in the Performance Hall or the Magnolia Theater.
  - The Lincoln Center will not allow any group that is only renting a conference room space to use donated liquor for special events or receptions.
  - Sapphire Events agrees to coordinate with the City for all necessary legal obligations associated with the events at the Lincoln Center.
  - Sapphire Events will charge a \$50.00 per hour Product Handling Fee for any events with donated alcohol. If the bar makes at least \$50.00 per hour in beverage sales, then there will be no billed invoice. If the bar makes less than \$50.00 per hour in sales, then Sapphire Events will bill the company directly for the difference.
  - Additionally, if any portion of the event utilizing donated alcohol takes place in the Canyon West Ballroom then Sapphire Events will charge a \$150.00 Product Handling Fee to the client.
  - Product Handling Fees will be reported as part of the monthly sales reports, but will be deducted from the gross figure used to determine rent. (i.e. Gross Sales net of taxes and Donated Alcohol Product Handling Fees).

### **Approved Vendors**

- All Approved Vendors including, but not limited to, DJs, musicians, photographers, decorators, etc. must apply to be an Approved Vendor at least one month (30 days) prior to the client's contracted event in order to perform any service within the facility or on our grounds. Please contact the Conference Services Manager for a copy of the application & agreement.
- Approved Vendors must meet their contractual obligations to their clients and respond within a reasonable amount of time to communications from clients, potential clients, and the Lincoln Center. If the Lincoln Center receives complaints about an Approved Vendor's business practices, the Lincoln Center will attempt to contact the Approved Vendor for an explanation. If the issue cannot be resolved or the Approved Vendor's explanation of the situation is not satisfactory to the Lincoln Center in its sole discretion, the Lincoln Center may terminate the Approved Vendor's status as an Approved Vendor at the Lincoln Center.
- If Approved Vendors fail to follow Lincoln Center policies, possible consequences include (1) additional fees being charged to Approved Vendor's client; (2) termination of Approved Vendor's Approved Vendor status, and (3) Approved Vendor being barred from future business at the Lincoln Center. If Approved Vendor status is terminated, reinstatement is in the discretion of the Lincoln Center. The vendor may be required to reapply and to provide recent references.

### **Load-in and Strike**

All public entrances are strictly limited to hand-carried items for the load-in or strike of event equipment or supplies including, but not limited to, decorations, sound equipment, flowers and catering. The use of dollies, flatbeds and mechanical equipment for Load in or Strike of an event are only allowed at our specified dock and loading areas.

### **Equipment Rental**

The Lincoln Center owns a variety of supplemental equipment that can be rented for Conference and Special Events use. Additional equipment not available in-house can be arranged by the Lincoln Center with any number of our Approved Vendors. See the Conference Services Rate Sheets for Lincoln Center equipment, and/or consult the Conference Services Manager or Events Coordinator for any further needs. Prices are subject to change without notice.

### **Decorations, Signage and Banners**

The Lincoln Center provides digital marquees; video displays boards and room signage within the public areas of the facility for all events. No client signs, easels, banners, decorations or similar materials will be allowed in the public areas of the facility without direct permission of the Conference Services Manager.

- All decoration set up and clean-up is the responsibility of the client or their contracted vendors.
- Use of glitter, rice, confetti, and bird seed in the facility or on the grounds is prohibited, and extraordinary housekeeping charges will be assessed if used.
- Only candles with an enclosed flame or simulated candles are permitted.
- All doors to mechanical rooms, operation rooms and offices must be kept clear at all times
- **No** decorations, signs, posters or displays may be taped, nailed, stapled, tacked, or otherwise affixed to any facility surface, facility equipment or art pieces.
- All fog and/or haze machine use outside of the Theatre spaces is prohibited by order of the Fire Marshall. Please contact the Conference Services Manager or Events Coordinator with any questions.
- Adhesive-backed materials such as labels, name badges, decals and similar promotional items may not be used or distributed in the building without permission of the Events Coordinator.
- Helium balloons must be securely anchored and may not be sold or distributed in the buildings.
- Outdoor decorations must be confined to the rented space, and may be on the tables or freestanding. All other decorations in outdoor rented spaces are subject to the approval of the Events Coordinator.
- No flammable materials such as bunting, tissue paper, crepe paper, etc are permitted to be used for decorations without permission of the Events Coordinator.
- All materials used for decorative purposes must be treated with flame retardant approved by the Poudre Fire Authority.
- Open flame or fire is strictly prohibited unless approved by the Conference Services Manager. Permitting cost and additional paperwork may apply and require at least 30 days' notice. The Fire Marshall ultimately reserves the right to approve or deny these requests.

\*Damage or expenses resulting from practices contrary to these policies will be charged to the client.

### **Public Areas**

The lobbies, general grounds and parking lots are considered public areas and, generally, not under client control. As such, the following guidelines apply

- All requests to utilize public areas for registration, special exhibits or displays, etc., require approval one month (30 days) in advance of the contracted event date from the Conference Services Manager.
- Activities must take into consideration the requirements of other tenants and staff utilizing the facility.

### **Internet connectivity**

The Lincoln Center offers free Wi-Fi throughout the facility.

**Housekeeping Services**

Cleaning is provided in all public areas of the facility, rental spaces, aisles and lobbies once a day. Theatre houses are cleaned after each performance and before every load in, backstage production offices and dressing room spaces are cleaned between each rental. If more frequent or extensive cleaning is desired, please consult the Scheduling Supervisor about additional Custodial services and rates.

**Sustainability Program**

Lincoln Center is committed to the City of Fort Collins "Green it, Mean It" campaign. We provide single stream recycling receptacles throughout the entire facility, we can recycle used batteries and fluorescent light bulbs at request and bulk recycling areas can be provided within any rental space. We offer the composting of both organic waste and compostable material (flatware, cups, and napkins) to help reduce solid waste from our facility. All in-house hospitality service is either reusable or compostable and bought in bulk from local businesses. The Lincoln Center requires all clients and vendors to participate in our sustainability program as it has proven its effectiveness at reducing environmental costs.

**Rubbish Removal**

The client is responsible for removal of all rubbish generated from the client's contracted event. Any rubbish remaining in the facility will be disposed of at a substantial charge to the client including, but is not limited to, crates, brochures, boxes, decorations and other event materials.

**Delivery, Storage and Return Shipping**

All event, show and exhibitor signage should be delivered only during the designated load-in period before an event. Early and/or late deliveries will be refused at the Lincoln Center discretion. The Lincoln Center does not pack, store or return-ship signage, banners or equipment and does not guarantee the return or the condition of any such materials left on our premises after an event has loaded out.

**Photography**

All photography of artwork at Lincoln Center is prohibited except for educational purposes and must not utilize a flash or any additional lighting. The Lincoln Center retains the right to take photographs or video of events for its own records and for publicity purposes. The Lincoln Center will follow the dictates of the promoter with respect of allowing cameras and video equipment into the performance spaces.

## 5. Safety & Security:

Security has always been a high priority for The Lincoln Center. Security staff is contracted and supervised by the Lincoln Center. All staffing fees are the responsibility of the client.

- The Lincoln Center does not allow clients to contract or provide their own security.
- The Lincoln Center determines security requirements based on event or performance type, number of guests and their potential security needs. The Lincoln Center reserves the right to require or waive security for any performance or event.
- The City of Fort Collins does not assume any responsibility for lost or stolen articles, damage to the client's property, or injury to persons using the Lincoln Center, and the client hereby waives any claims against the City in relation to any such damage or injury.
- The client agrees to indemnify and hold harmless the City, its officers, representatives, employees, agents and assigns against all claims, causes of action, damages, liability, injury, loss or costs, including reasonable attorneys' fees, of every kind and nature whatsoever, directly or proximately resulting from or caused by any act or omission of the client or any of its officers, agents, employees, representatives, assigns, quests, patrons, or invitees or by their use or occupation of the Lincoln Center.
- The City reserves the right to eject, or cause to be ejected from the premises, any objectionable person or persons; and neither the City, nor any of its officers, agents or employees shall be liable to the client for any loss or damages that may be sustained through the exercising of such right.

### Fire Safety Requirements

All fire extinguisher cabinets, fire alarm pull stations, emergency lighting, and emergency exits (including those inside an event or exhibit space) must be visible and accessible at all times. All main and cross aisles, corridors, stairways and other exits must be maintained at their required width during event hours. All aisles must be at least 44" and free of chairs, tables and other miscellaneous equipment. Materials used in the construction of sets and displays must be fire retardant and/or resistant and are subject to approval.

### Powered Vehicles and Large Equipment

Clients must get approval from the Executive Director at least thirty (30) days in advance for either their use or display of powered vehicles in the facility or on the grounds. These include but are not limited to automobiles, boats, recreation vehicles, lawn mowers and other powered equipment.

### Lost and Found

All items that are lost in the Lincoln Center or on the Lincoln Center grounds will be kept in a secure and designated lost & found area for a period of thirty (30) days in order to return them to their rightful owner.

Found items will be logged into a lost and found notebook along with a description of the item and the date and location where it was found. A note with the date found will also be attached to the item in the case of common or duplicate items. The date that the item is picked up or disposed of will also be noted.

In the case of an electronic device or item containing personally identifiable information, the owner will be notified by telephone or email as soon as possible. Lincoln Center staff will make every attempt to contact the owner. Contact attempt dates, times, and whether successful will be noted when applicable.

When the owner's name is shown on the item the person picking up the item will be required to show identification. If the owner's name is not known, the person picking up the item will be required to thoroughly describe the item before it is returned.

Whether the owner is contacted or not, the item will be disposed of according to the following procedures when not claimed after thirty (30) days:

- Cash will be considered a donation to the Lincoln Center

- ID cards, credit cards, bills, and any other paper containing personally identifiable information will be shredded or cut up.
- Keys will be broken and thrown into a closed trash receptacle.
- All recyclable items will be properly disposed of in the appropriate receptacle.
- All other items with any value will be donated to a nonprofit organization such as Goodwill or ARC Thrift Store.
- Items with no considered value or significant damage will be disposed of in the trash.

Any inquiries regarding lost and found items should be directed to the Lincoln Center Administration Office, Monday through Friday 8:00am-5:00pm or to the Lincoln Center Concierge Desk after-hours and on weekends.

### **Emergency Situations**

In the event of a serious emergency (Fire, Police, Medical), immediately notify Lincoln Center staff and/or call **911**. The operator answering your call will follow up with the appropriate emergency services agency.

### **Evacuation**

If for any reason evacuation of the facility becomes necessary, please exit quickly but calmly following the directions of the Lincoln Center staff in your area. If possible, take staff and attendees lists and proceed as directed by Lincoln Center staff.



## 6. Ticketing Policies:

Customers who hold ticketed events in the Conference Rooms must sell their tickets through the Lincoln Center Box Office.

### Essential Requirements

Before tickets can be advertised as being on sale, and before they can be sold, the following requirements must be met:

- If the event is being held at Lincoln Center a contract must be finalized and submitted to the Lincoln Center and deposits paid.
- The Front of House questionnaire must be fully completed and returned.
- Customer needs to provide a W9 to the Lincoln Center.
- Please provide a list of designated representatives who are allowed access to revenue reports, sales updates, patron lists, and authorization of complimentary tickets. (Promotional tickets can be distributed through the Lincoln Center if authorized by Presenter.) If seats are needed to be held for technical, production, or promotional needs, they must be requested through the Box Office Manager before sales begin.
- Advance payment or deposits may be required of organizations hosting events offsite.
- The tickets will be available for sale seven days (7) after all information is submitted
- Individual events will go on sale for as much as two months prior, but not less than three weeks.

### Conference Room Ticketed Event Fees

- A fee of \$.50 - per "ticket" will be assessed, regardless of whether an actual hard ticket is printed or not, including complimentary tickets.
- Box Office staff will be provided for door sales by request only, at a rate of \$20/hour/person
- Ushers will be provided for event by request only, as available.
  - Pre-paid tickets held at will call and tickets for outside sales must be picked up by the organization.
  - The Box Office will issue a report with the list of patrons who have purchased tickets (a "seating book").
  - Tickets printed for door sales can be either the balance of capacity OR an estimated number of tickets needed for door sales.

### Allotment Ticket Sales

- Allotment assignments of tickets for other outlets will be approved by Lincoln Center GM and coordinated by the Lincoln Center Box Office Manager.
- Under no circumstances will more than 50% of the capacity of an event occurring at Lincoln Center be signed out for sales by other outlets.
- Allotment tickets will be printed at a "zero" dollar value.
- Funds from outside sales do not have to be deposited through Lincoln Center, and are the sole responsibility of the Presenter.
- Replacing lost or stolen tickets from allotments cannot be guaranteed.
- Delivery or return of allotment or promotional tickets is the responsibility of the Presenter.

### Unpaid Reservations

Tickets are generally not held without full payment.

Exceptions are:

1. Group sales coordinated through the Box Office Coordinator.
2. Blocks of tickets requested by Presenter for special sales, fan clubs or promotions.
3. Accessible seating requests

Reservations must be paid in full by the date set by Box Office Coordinator. After that date, unpaid seats will be released for sale.

## **Reports**

- All sales updates and reports can only be issued to the Presenter listed on the license agreement and/or their specific designated representative(s).
- Periodic sales updates may be issued to the event Presenter or their designated representative(s) upon request through the Box Office Coordinator only. These are available once a week after the event goes on sale, and once daily within two weeks of the event.
- A preliminary sales report may be issued the day of the event if it has been requested in advance. This report will include estimated income and expenses, ticket income for Lincoln Center's sales only, pending verification of the deposits through the final day of sales.
- The final report will be mailed to the Presenter along with any coupons, vouchers, lists and related event items.
- The settlement report for the event will be provided through the Lincoln Center Scheduling Supervisor. This report will show all revenue and expenses.
- Any additional or custom reports will incur charges based on the complexity of the report.

## **Refunds**

- If an event is cancelled, refunds for tickets sold by the Lincoln Center Box Office will be issued through the Lincoln Center.
- All costs for refunds beyond the ticket value will be billed to the Presenter of the event.
- Any other requests for refunds will be referred to the Presenter, and no refunds will be issued by Lincoln Center after the event.
- Refund cost for the Conference Rooms is \$50.00 plus \$.50 per ticket issued. Other administrative fees may apply.
- If no tickets have been sold for an event the per-performance cancellation fee will apply.

## **Order Forms**

If using an order form to be processed through Lincoln Center the address information is:

Lincoln Center Box Office  
417 W. Magnolia Street  
Fort Collins, CO 80521  
970-221-6730 phone  
970-416-2725 fax

## **All forms should request the following patron information**

- First and last name
- Mailing address, including house number or PO Box, Unit or Apt number, City, State & Zip Code
- Day & evening phone numbers
- E-mail address
- Seating options (if applicable)
- Pricing
- Event dates
- \$5 per order fee
- Donation options (optional)
- Grand total

## **Payment options**

There is a \$5.00 order fee for all season orders and all mail/phone/fax orders – this should be a separate line above the “Grand Total” line.

- Credit cards accepted at Lincoln Center: MasterCard/Visa/Discover – the 16-digit card number, expiration date and 3-digit security code are required.
- Personal or business checks should be made payable to Lincoln Center.
- Tickets will be mailed to patrons if events are more than one week away or held at Will Call if events occur in one week or less.
- Order forms will be retained by Lincoln Center and given to the Presenter after the event

## **7. Marketing for Events Ticketed Through Lincoln Center:**

The Lincoln Center wants your event to be a success! We offer a variety of services and resources to help you promote your event. Some of these are included at no charge with your facility rental. The following marketing services are provided free of charge:

### **CALENDAR OF EVENTS LISTING**

Your event will be listed on the Lincoln Center's website calendar.

### **EVENT DESCRIPTION PAGE**

Your event will have its own description page on the Lincoln Center's website. You will need to provide the content.

We will need an event description two to three paragraphs in length. Please be clear and concise and include event title, dates, times, locations and ticket prices. The Lincoln Center reserves the right to edit content for clarity and grammar.

We also will need a photo 468 pixels wide X 306 pixels tall. A resolution of 300 dpi or higher is best. Please note that the quality of the image is very important! Clear, eye-catching photos drive patrons to "click through" and purchase tickets.

Other marketing opportunities may be available. Call 970-221-6733 for more information.

Playbill advertising rates also are available at the number listed above.

In addition to the Lincoln Center website, you may also want to publicize your event information on [www.artbeatfc.com](http://www.artbeatfc.com)

**Circumstances and operations not covered in this Facility Rules & Regulations will be subject to interpretation, stipulations and decisions deemed necessary and appropriate by Lincoln Center.**

Questions should be directed to:

**Lincoln Center Administration  
417 West Magnolia Street  
Fort Collins CO, 80521  
Phone (970) 221-6733  
Fax (970) 221-6373**