

Arts & Venues Denver 2013 Commercial Concert Event Commission Program

The following is a term sheet for a contract that would allow for a Promoter/Tenant (“User”) renting Red Rocks Amphitheatre (“Red Rocks”), Denver Coliseum, Buell Theatre, Ellie Caulkins Opera House or Boettcher Concert Hall for the presentation of commercial concerts to receive a commission/rebate for those events in 2013. In order to qualify for this program, the User must enter into a contract, in a form acceptable to the City and County of Denver (“City”), reflecting the terms described below, and other provisions standard in City contracts.

Qualifying Events:

An event shall be considered a “qualifying event” if it meets the minimum required number of paid tickets as follows:

1. Red Rocks – 2,000
2. Buell Theatre – 750
3. Ellie Caulkins Opera House – 750
4. Boettcher Concert Hall - 750
5. Denver Coliseum – 2,000

Additional Terms:

1. This program is limited to commercial concerts (music and comedy) and tenants and is not applicable to tenants qualifying for and using the non-profit rental rates or for other non-concert events.
2. Each performance is considered a separate event if it meets the above requirements where a performance has a discrete audience for a discrete period of time in which a ticket is used for admittance.
3. Each facility rental contract shall only have one User named and only the contracts with said User shall be counted toward the required number of qualifying events.
4. All other rental terms as defined by City apply including the terms in the standard booking agreement.
5. Rental caps are highly discouraged. Rental caps, if any, are subject to City approval at its sole discretion. City determines the standard rental rates.
6. This is the only form of commission/rebate recognized by the City. The City retains the right to adopt, abolish or modify incentive programs in the future as it sees fit in the best interests of the City, subject to rights under an existing contract.
7. The City solely determines booking and contracting policies for the defined facilities and it retains the right to modify or eliminate policies in its sole discretion.
8. Per the City standard booking agreement, User is authorized to employ the ticketing company of its choice.
9. User is encouraged to recommend and/or negotiate other incremental revenue generating proposals to the City where some portion of the increased revenues shall be shared by the



User and the City. These increased revenues shall be generated outside of the standard streams of revenue that currently exist at Red Rocks. Any agreement for shared revenue shall be documented in separate contracts to be negotiated between the City and User. Examples: increased sponsorships revenue; VIP ticket packages.

Commission/Payment Schedule:

Red Rocks

For each Qualifying Event up to 30 events, a commission of **40%** of the collected rental (as defined by each event contract) shall be paid to the User by the City once a minimum of 5 qualifying events have been executed (in a single contract year).

For each Qualifying Event number 31 to 40, a commission of **50%** of the collected rental (as defined by each event contract) shall be paid to the User by the City.

For each Qualifying Event number 41 and above, a commission of **60%** of the collected rental (as defined by each event contract) shall be paid to the User by the City.

DPAC (Performing Arts Complex combined facilities – Buell Theatre, Ellie Caulkins Opera House, Boettcher Concert Hall)

For each Qualifying Event, a commission of **25%** of the collected rental (as defined by each event contract) shall be paid to the User by the City once a minimum of 5 qualifying events have been executed (in a single contract year).

Denver Coliseum

For each Qualifying Event, a commission of **35%** of the collected rental (as defined by each event contract) shall be paid to the User by the City (no minimum number of shows).

Qualifying events only count toward the specific facility program where the event was held.

Payment of the User's total commission earnings shall be made within 30 days after the final Qualifying Event of the term of the contract as long as the user is current with all City charges.

Term: January 1, 2013 – December 31, 2013.

Rev. 11/8/2012