

BILL/ RESOLUTION REQUEST

1. Title: Approves a contract with Ballet Nouveau Colorado to manage performers for the Carry On Live Performance at the Ellie Caulkins Opera House (THTRS-201207018).

2. Requesting Agency: Arts & Venues Denver

3. Contact Person *with actual knowledge of proposed ordinance*

Name: Lisa Gedgaudas

Phone: 720.865.4260

Email: lisa.gedgaudas@denvergov.org

4. Contact Person *with actual knowledge of proposed ordinance who will present the item at Mayor Council and who will be available for first and second reading, if necessary*

Name: Lisa Gedgaudas

Phone: 720.865.4260

Email: lisa.gedgaudas@denvergov.org

5. Describe the proposed ordinance, including what the proposed ordinance is intended to accomplish, who's involved

a. Scope of Work

This ordinance will approve a contract with Ballet Nouveau Colorado, THTRS-201207018. Ballet Nouveau will manage performers for the Carry On Live Performance at the Ellie Caulkins Opera House on September 7, 2012.

This agreement between the Parties creates a revenue sharing opportunity for the City & County of Denver, Arts & Venues Denver whereby the Contractor accepts, as the sole compensation for services rendered and costs incurred under this Agreement, an amount equal to seventy percent (70%) of Gross Gate Receipts (as hereinafter defined) from ticket sales for the Event. The City shall receive an amount equal to thirty percent (30%) of Gross Gate Receipts from ticket sales for the Event. For purposes of this Agreement, "Gross Gate Receipts" shall mean the difference between all proceeds generated from ticket sales for the Event and the associated marketing/promotion costs and expenses, house costs, and ticketing costs.

b. Duration

Date of execution to October 7, 2012

c. Location

1245 Champa Street, Denver, CO 80204

d. Affected Council District

8

e. Benefits

This agreement between the Parties creates a revenue sharing opportunity for the City & County of Denver, Arts & Venues Denver whereby the Contractor accepts, as the sole compensation for services rendered and costs incurred under this Agreement, an amount equal to seventy percent (70%) of Gross Gate Receipts (as hereinafter defined) from ticket sales for the Event. The City shall receive an amount equal to thirty percent (30%) of Gross Gate Receipts from ticket sales for the Event. For purposes of this Agreement, "Gross Gate Receipts" shall mean the difference between all proceeds generated from ticket sales for the Event and the associated marketing/promotion costs and expenses, house costs, and ticketing costs.

f. Costs

Estimated ticket sales (revenue) are \$70,000.00 less marketing and promotion expenses of \$3,000.00, houses costs of \$11,000.00, and \$4,500.00 ticketing costs are equal to a net revenue of \$51,500.00 which will serve as the qualifying amount for the 70/30% split.

6. Is there any controversy surrounding this ordinance, groups or individuals who may have concerns about it? Please explain.

No.

Bill Request Number: BR12-0625

Date: 8/21/2012