



January 9, 2024

Dear Potential Piazza Permit Holder:

Thank you for your interest in using the Englewood Civic Center's Piazza.

Enclosed for your review are the following items:

**General Information**

**Piazza Rental Terms and Conditions**

**Rental Fee Schedule**

**Piazza Rental Application**

**Maps of the Piazza**

Please read carefully and return your application to:

City of Englewood  
Department of Public Works  
1000 Englewood Parkway  
Englewood, CO 80110

Or via email to:

[PW@englewoodco.gov](mailto:PW@englewoodco.gov)

If you have any questions, please call the Public Works office at 303-762-2500.



## CityCenter Englewood Piazza

### General Information

The Piazza area includes the Amphitheater, Fountain Oval and the surrounding plaza. Community groups and private parties, through an application and permit process, may rent the Amphitheater and/or Fountain Oval.

- The City reserves the right to deny applications for any reason including events deemed inappropriate or disruptive to surrounding businesses, private residences, RTD, Englewood Civic Center or other public areas.
- Alcoholic Beverages are prohibited for private rentals. Non-profit (501c3 form required) groups may apply for a special events liquor permit through the City of Englewood City Clerk's Office, 303-762-2429.
- Applications for special event liquor permits must be filed 90 days prior to the event.
- Vehicle and public pedestrian traffic cannot be disrupted. Pedestrians must have free and direct access from light-rail bridge to Civic Center and parking areas.
- Rentals are limited to the following days and times:

Monday-Friday	5:30pm - 9:00pm
Saturday	8:00am - 9:00pm
Sunday	8:00am - 9:00pm
- Rental fee and deposit are required at time of application. Permit holder is responsible for all damage to property within the permitted area for the duration of the event.
- Permit Holder is required, subject to the proposed use, to provide City approved security and event insurance.
- Rental applications, policies and procedures, and fee schedules are available through the City of Englewood Public Works office, 303-762-2500.
- Permits are issued to community groups and private parties on a first come first served basis six months prior to the event and only after civic programming has been completed.
- Applications must be received a minimum of four weeks prior to an event to be considered (90 days prior to events requesting special event liquor permit).



## Piazza Rental Terms and Conditions

### **I. General Information**

**A.** The individual whose signature appears at the bottom of this document (Permit Holder) is responsible for monitoring the conduct of all guests and informing them of any breach in rental rules and regulations stated herein. The Permit Holder must be present the entire time of the rental period or appoint a substitute if necessary to act as the responsible individual. The Permit Holder must make themselves known to an official of the City of Englewood (City) upon request. All permits issued must be present at the event and available for inspection by the City of Englewood.

**B.** Alcoholic beverages are prohibited for private event rentals. Renters for non-profit events shall be responsible for obtaining any required City and State permits and sales tax licenses required for the sale of alcoholic beverages for special events.

**C.** The Permit Holder shall ensure that there are no violations of State, Federal, or local laws during the rental period.

**D.** The Permit Holder shall not allow any nuisance, undue noise, or disturbance to occur during the rental period.

**E.** This Agreement may be modified in writing at any time by the City.

**F.** The Parties understand and agree that the City, Council, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, protections or defenses provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the City. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, the City agrees that it will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

**G.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue will be proper in Arapahoe County, Colorado.

**H.** This Agreement constitutes the entire agreement between the parties, and there are no oral agreements or representations between the parties with respect to the subject matter thereof. This Agreement supersedes and cancels all prior agreements and understandings with respect to the subject matter thereof.

**I.** Parking is limited so event attendees and participants must park in designated areas of the garage, available on-site business parking or fountain area parking. For staging materials or equipment, contact the Site Manager or City contact.

## II. Release, Indemnification, and Insurance

**A.** The Permit Holder shall obtain and keep in force during the rental of the Piazza area including the Amphitheater, Fountain Oval, and the surrounding plaza a policy of commercial general liability insurance naming the City as an additional insured entity in a minimum amount of \$1,000,000 and provide proof thereof to the City prior to the event. Failure to provide proof of insurance may result in cancelation of event with no refund.

**B.** The Permit Holder agrees to release, discharge, and hold harmless the City of Englewood, its public officials, officers, agents, employees, representatives, elected and appointed officials, and assigns from any and all liability, claims, demands, suits, and causes of action, whatsoever arising out of any claim, liability, property damage, death, or injury related to any occurrence which may result from utilizing the Piazza area including the Amphitheater, Fountain Oval, and the surrounding plaza.

**C.** The Permit Holder agrees to assume all risk and to fully indemnify, release, defend, and forever hold the City of Englewood, its public officials, officers, agents, employees, representatives, elected and appointed officials, and assigns harmless from any and all liability, claims, demands, suits, and causes of action of any kind or nature which may result from utilizing the Piazza area including the Amphitheater, Fountain Oval, and the surrounding plaza.

## III. Site Development

**A. Event Site Blueprint** – A drawing of the event layout, or Event/Stage Plot, detailing planned activities in Piazza and Amphitheater areas is to be submitted with the Piazza Rental Application. Examples of pertinent information on the Event/Stage Plot include location of seating, portable toilets, hand sinks, trash receptacles, staging equipment, vendor booths, etc. Also required is a Power Plot that details the amount and location of lighting and sound equipment that will be used for the event.

**B. Pre- & Post-Event Walkthrough** – In preparation for event set-up, the permit holder shall contact the Site Manager at 303-762-2502 to review Event/Stage Plot and Power Plot.

**C. Electrical Services** – Additional electrical services beyond the basic support provided shall be the responsibility of the Permit Holder and must be obtained through a licensed electrical contractor approved by the City.

**D. Event Equipment Needs** – The Permit Holder is required to provide all necessary equipment, i.e., canopies, tents, portable toilets, hand sinks, staging, fencing, seating, etc. The City is not responsible for any equipment that is lost, stolen, or damaged.

**E. Security Services** – The Permit Holder may be required to supply any security deemed necessary by the City, for the event. Security considerations include size of anticipated audience and pre-set sound and lighting elements.

## IV. Prohibited Activities

**A.** It is unlawful to mark, remove, break, climb upon or in any way injure, damage or deface trees, shrubs, plants, turf or any of the buildings, fences, bridges, monuments, fountains or other structures or property within or upon the Civic Center site.

**B.** The use of handrails, light poles and bridge railings as supports for lighting or any other fixture is prohibited.

**C.** Disposing of Waste Materials – Disposing of ice, grease, charcoal, and other waste materials on the grass, in flower beds, and in sewer drains will cause serious damage to the flowers as well as the sewer lines. Ice, if piled on the grass will kill plant growth. These items must be removed from the Piazza site and disposed of properly. Contact Site Manager for location(s) of dumpsters.

**D. Glass containers are strictly prohibited.**

**E.** Canopies or other objects must be secured by methods other than stakes driven into turf or landscaped areas.

**V. Site Restoration and Repair**

The Permit Holder agrees to leave City property in substantially the same condition as before the rental and agrees to reimburse the City for the total costs of damage and/or replacement of City property and facilities. The Permit Holder agrees to be responsible for all damages to property and to event site restoration costs including but not limited to: new sod, turf over-seeding and aeration, plant and tree replacement, structural damage, irrigation system damage, litter pickup, materials, labors, equipment, and administrative.

**VI. Sales and Consumption of Food Items**

Permit Holder shall submit a vendor(s) list for approval by the City. It is the Permit Holder's responsibility to meet all City and County health requirements related to food preparation and sales. The Permit Holder shall be responsible for obtaining all required permits and City and State sales tax licenses required for the sale of food and beverages. All sales shall include taxes.

**VII. Portable Toilets and Trash Receptacles**

Each event is responsible for providing an adequate number of trash receptacles, portable toilets, and hand sinks when applicable. Existing facilities inside the Englewood Civic Center or in adjacent facilities and retail establishments are not for use in place of, or to supplement event requirements. Portable toilets are not to be delivered any earlier than 5:00pm on the day prior to the event. All trash generated by the event must be removed from the premises immediately following the event's conclusion. Failure to clean, pickup, and remove items from the area may result in additional costs to the Permit Holder for cleanup.

**VIII. Amplified Sound**

Use of amplified sound equipment must be declared through the permit process and be pre-approved. Amplified sound must not exceed City noise ordinance and permit restrictions and is permissible on the site between the hours of 9:00am and 9:00pm.

**IX. Occupancy**

The Permit Holder agrees to restrict event attendees to the number stated in the rental application. Exceeding those limits may require additional payment, forfeiture of the rental deposit, or, cancellation of the event. The City in its discretion may impose any or all the listed remedies for a violation under this section.

**X. Cancellations and Refunds**

**A.** The City reserves the right to cancel this agreement and withdraw the permissions hereby granted for just cause, for failure to comply with any of the foregoing terms and conditions, or for falsification or misrepresentation of submitted information. In such cases, the permit holder will, upon request, immediately remove all persons and equipment from the permitted area.

**B.** The Permit Holder may cancel this agreement with written notice to the City at least 72 hours prior to the rental period. If 72 hours' notice is not given, the permit holder will be charged a cancellation fee of 50% of the contract amount.

**C.** Cancellations within 24 hours of the rental period will not receive a refund.

**D.** Cancellations due to inclement weather will receive a 50% refund.

**E.** The City reserves the right to require the Permit Holder to alter the rental period for a Civic activity, a City holiday, a partial/full facility shut down, or for reasons the City seems necessary.



**CityCenter Englewood**

**Piazza Rental Fee Schedule**

		<u>Non-Profit</u>	<u>Profit</u>
<b><u>Amphitheater Oval</u></b>			
Monday – Friday	5:30pm – 9:00pm (Minimum 2 hours)	\$100/hr	\$150/hr
Saturday, Sunday	8:00am – 9:00pm (Minimum 3 hours)	\$125/hr	\$175/hr
<b><u>Fountain Oval</u></b>			
Monday – Friday	5:30pm – 9:00pm (Minimum 2 hours)	\$75/hr	\$125/hr
Saturday, Sunday	8:00am – 9:00pm (Minimum 3 hours)	\$100/hr	\$150/hr

\*If admission or gate fee is charged for an Amphitheater Oval event, 10% of the gross admissions in additional payment will be required. Upon application, a gate admission deposit will be required. Gate or admission fees are not allowed on the Fountain Oval.

\*\$90.00/hr. for licensed electrician (time and ½ for weekend or evening/night work).





CityCenter Englewood

PIAZZA RENTAL APPLICATION

Applicant/Organization \_\_\_\_\_

Contact Person (Permit Holder) \_\_\_\_\_

Phone(day) \_\_\_\_\_ Phone(evening) \_\_\_\_\_ Cell \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Event Date \_\_\_\_\_ Event Hours \_\_\_\_\_ Reserved Hours \_\_\_\_\_

Type/ Purpose of Event \_\_\_\_\_ Estimated Attendance \_\_\_\_\_

Check all boxes that apply:

- Private event/party
- Organization is non-profit
  - If yes, 501c3 form is attached
- Dressing areas are needed
- Overnight security is necessary
  - If yes, contract is attached
- Electrician required?
- Special Event Liquor Permit
- Dry goods/ products will be for sale
  - If yes, COE Vendor Permit & Sales Tax License are attached
- Food Vendors will be present
  - If yes, COE Food Vendor Permit & Sales Tax License are attached
- Amplified sound and/ or music will be present, if yes,
  - Stage and Power Plots are attached

City of Englewood (COE) Permits and Licenses can be obtained through the Public Works at 303-762-2500. The required Staging and Power Plots are attached to this application.

Office Use Only

Hr./Fee \$ \_\_\_\_\_ x \_\_\_\_\_ number of hours = \$ \_\_\_\_\_

Security may be requested (\$25/hr. with advance notice or at least a week before the event;

\$35/hr. on short notice) \$ \_\_\_\_\_ x \_\_\_\_\_ number of hours = \$ \_\_\_\_\_

Groups are expected to clean up after the event (the cost of cleanup is \$25/hr.)

\$ \_\_\_\_\_ x \_\_\_\_\_ number of hours = \$ \_\_\_\_\_

Day Porter Service (trash can pickup during an event) may be necessary for some events, i.e.,

large groups, etc. (cost \$25/hr.)      \$ \_\_\_\_\_ x \_\_\_\_\_ number of hours =      \$ \_\_\_\_\_

**Total due (payable to the City of Englewood)**      \$ \_\_\_\_\_

I agree that I have received, read, understand, fully agree and accept the terms and conditions of the Piazza General Information, Piazza Rental Terms and Conditions, and Piazza Rental Fee Schedule documents, which are incorporated herein and made a part of this Agreement. I attest that I have provided complete and accurate information in this application and understand that the use fee and deposit must be paid at the time of application approval. I understand that all Permits, Licenses, Stage and Power Plots must be submitted at least 30 days prior to the event date for application approval to be confirmed.

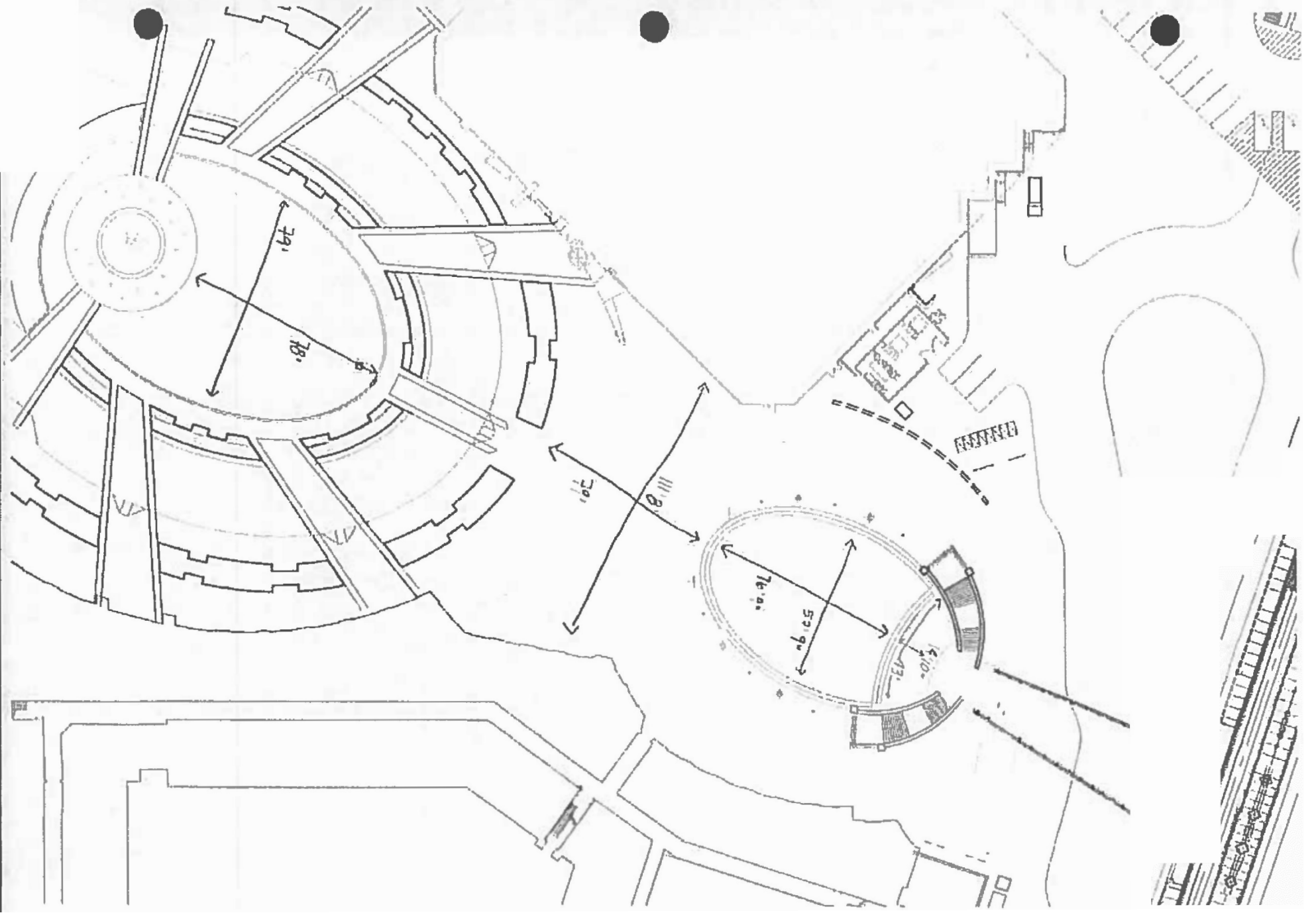
This Agreement is made under and conformable to the provisions of Section 4-1-3-4 of Englewood Municipal Code, which provides standard contract provisions for all contractual agreements with the City. Insofar as applicable, the provisions of EMC Section 4-1-3-4 are incorporated herein and made a part hereof by this reference and shall supersede any apparently conflicting provision otherwise contained in this Agreement.

\_\_\_\_\_  
Signature of Applicant/Permit Holder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Official/Representative

\_\_\_\_\_  
Date



SCALE - 1" = 20'

