

**COMMUNITY CONCERT HALL
AT
FORT LEWIS COLLEGE**

1000 Rim Drive
Durango, CO 81301-3999

**SAMPLE EVENT RENTAL AGREEMENT
(TERMS AND CONDITIONS MAY CHANGE FOR FINAL AGREEMENTS)**

Name of Renter:

Name of Event:

Representative:

FEIN Number (if applicable) or SSN:

Address: _____

Phone: _____ **Cell:** _____ **Fax:** _____

1) On this date, _____ permission is hereby granted by the Board of Trustees for Fort Lewis College (hereinafter, the College) to _____ (hereinafter, **Renter**) to use and occupy the COMMUNITY CONCERT HALL AT FORT LEWIS COLLEGE (hereinafter **Facility**) for the following and for no other purpose (list event name): _____

USE DATES:

- Use of the rented space shall begin at 8:00 a.m. on _____, for the purpose of the event, (list event name) _____ and shall end at 11:59 p.m. on _____.

-**Main Event start time:** _____

-**Rehearsal date and time** (if applicable): _____

-**Pre/Post Event Reception:** Yes No _____

If yes, what time and where will the reception be held? _____

2) **RETURN OF CONTRACT:** Dates requested by the **Renter** are not considered firm until the **Community Concert Hall at Fort Lewis College** approves the event and the **Renter** returns the signed contract accompanied by the deposit. **Contract and deposit must be returned by _____** and/or prior to tickets going on sale or public notification of event. Failure to comply means the **Renter** automatically cancels arrangements made with the **Community Concert Hall at Fort Lewis College**.

3) **PREMISES:** It is agreed that the *Renter* shall take the premises as he finds them and further that *Community Concert Hall* assumes no responsibility for any property placed in the *Facility*. Any discrepancies noted by the *Renter* must be presented in written form, and be approved of, and signed by the *Community Concert Hall's* authorized representative (hereinafter *Operations Manager*).

4) **SMOKING:** Smoking in the building is strictly prohibited.

5) **VENUE RENTAL:** *Renter* agrees to pay the *Community Concert Hall at Fort Lewis College* for the use of *Facility*, the sum of \$_____. (See Rental Rate Sheet for fees.)

6) **DEPOSIT:** *Renter* agrees to pay \$_____, as a deposit with the return of this signed contract, which will be applied toward rental charge in final billing. *Renter* agrees to make such deposit by check or money order made payable to the *Community Concert Hall at Fort Lewis College*.

7) **CANCELLATION BY RENTER:** Should the *Renter* cancel the event covered in this contract, no deposit refund shall be made, and *Renter* also agrees to pay any reimbursable expenses incurred by the *Community Concert Hall at Fort Lewis College* in connection with the event covered by this contract, including but not limited to: advertising, labor and ticketing costs.

8) **INSURANCE:** RENTER SHALL PROVIDE LIABILITY INSURANCE OF \$1,000,000 FOR ITSELF AND ALL OF ITS PARTICIPANTS. **The Renter shall provide the College with a certificate of insurance no less than 30 days before the scheduled rental.** The College must be given notice of cancellation/modification of the insurance. NOTE: Events without proof of insurance will be cancelled.

9) **SERVICES PROVIDED:** All expenses, including technical labor costs, incurred by the *Community Concert Hall at Fort Lewis College* will be billed to the *Renter*. Detailed list of service and rental options is enclosed on the Rental Rate sheet. As part of the facility rental fee, the following services shall be provided:

- Facility shall provide trained ushers and a Front of House Manager for each event at no extra charge to the *Renter*.
- Concessions will also be provided for each event at no extra charge to the *Renter*; however, the Operations Manager has the final decision if Concessions will be provided for each event.
- The *Renter* shall receive advertising on the Concert Hall's "Coming Soon" web page at no extra charge. It is the *Renter's* responsibility to provide event information and logo/pictures to the Operations Manager for the web page posting.
- Facility staff will put chairs and stands on stage for band and orchestra use but stage set up will be *Renter's* responsibility. Chairs and stands should be re-racked after event.

10) **DAMAGES:** *Renter* shall be responsible for the payment of any and all damages to the building, furnishing, fixtures, or equipment whether caused by *Renter* or his/her employees, agents, representatives or guests. Damage to the premises shall be at the expense of the *Renter*.

11) **STAFFING/SECURITY:** *The Community Concert Hall at Fort Lewis College* shall secure and the *Renter* shall pay at the rates included in the attached Rental Rate Sheet, all necessary staffing, including security.

12) **DONATIONS:** No collections of donations, whether for charity or otherwise, shall be made, attempted, or announced on the premises without prior written approval of the *Operations Manager*. If applicable, approved Yes No By: _____

13) **SEATING CAPACITY:** Persons will not be permitted inside the *Facility* in excess of the established capacity.

14) **EVENT PROGRAMS:** The *Concert Hall* does not provide printed programs for rental engagements. If the *Renter* provides a program, the House will arrange for its ushers to distribute them, and the House retains the right to insert promotional material for upcoming events into any program. **Any copy concerning the Community Concert Hall at Fort Lewis College printed in the program must be approved in advance by the Operations Manager.**

15) **COAT ROOM:** The operation of the Hall's coat check room is the exclusive province of the Management. The coat room may be used as a ticket sales area or office only with the authorized written approval of the Management.

16) **TICKETING SERVICES:** If an event requires tickets, **In-House Ticketing Services (via tix.com) must be utilized.** Charges include:

- \$75.00/event will be charged to the *Renter* for ticket stock/set up per event.
- After tickets are set up, a \$75.00 charge will be made for any changes or corrections for tickets.
- The gross dollar value of ALL tickets sold by the renter or the Concert Hall, including those pulled by the *Renter*, is subject to a 6% (non-profits) or 8.5% (commercial) gross ticket fee payable to the Concert Hall. *Renter* shall not be charged for up to 12 tickets which are considered *Renter's* seats or "comp" tickets.
- \$1.50 per ticket phone convenience fee will be charged to the customer for sales made over the telephone.
- \$2.50 per ticket convenience fee will be charged to the customer for sales made via the internet.

Tickets will be sold through the Community Concert Hall Ticketing Office. Money collected for tickets by Fort Lewis College will be deposited into a Fort Lewis College account and will be reimbursed after the date of show. Balance owed for the rental, ticket stock and labor will be deducted from ticket revenue prior to reimbursement.

The Concert Hall will operate a downtown ticketing office which will be open Monday through Saturday and closed Sunday and Holidays. On the day of the event, the campus Box Office will be open two hours prior to show time (with the exception of Sundays and Holidays). Downtown Ticket Office weekday hours of operation are set by the Management and will vary during different periods of the year. Additionally, patrons will have 24/7 ticketing service on the Concert Hall's website at www.durangoconcerts.com.

The ticketing office/box office will only sell tickets by its computerized ticketing network and will not sell hard tickets.

At least 400 of all available tickets must be on sale at the Concert Hall when the Renter chooses to pull tickets for their own sale.

The Hall may not be oversold at any time. The Facility reserves the right to utilize up to, but not more than, 12 seats for its own purposes (but under no condition may these tickets be sold by the Hall). Any of the 12 tickets which are not used will be returned to **Renter** two hours prior to event.

TICKETING REQUIREMENTS FOR THIS EVENT

- Price(s) of tickets? _____
- Date tickets to go on sale? _____
- Seating Reserved General Admission
- Dance Floor? Yes No
- Sell Pit Seating? Yes No

16) **TECHNICAL REQUIREMENT:** **Renter** shall supply the **Community Concert Hall** with all technical requirements, plans, ideas, and program content pertaining to the event as well as a copy of artist contract/rider. All technical requirements and backstage requirements must be delivered to the **Technical Director** no later than two weeks prior to each event. All other requirements must be delivered to the **Operation Manager's Office** no later than four (4) weeks prior to the event date. Technical information from the producer to the **Technical Director** shall be first hand. All changes to the above must be in written form, and failure to meet this requirement may result in the non-availability of equipment.

17) **CONTROL OF BUILDING:** The **Facility** shall be at all times under the control of the **Operations Manager**.

18) **DEFAULT:** Should the **Renter** default in the performance of any of the terms and conditions of this contract, the **Operations Manager** at his/her option, may terminate the same. Any deposit made by the **Renter** to the **Community Concert Hall** shall be retained and considered as liquidated damages.

19) **PARKING:** *Operations Manager* will determine, based upon projected attendance, the need for traffic and parking control. The **Community Concert Hall at Fort Lewis College** reserves the right to control and charge for parking. The Fort Lewis College Campus Police Department does charge for parking from 8 a.m. to 5 p.m., Monday – Friday (September – April). All individuals parking in campus lots during these times will be required to have parking permits (Daily permit machines are located in Lot D, North of the football stadium, and in Lot L, East of Jones Hall).

20) **BILLING:** *The Community Concert Hall at Fort Lewis College* will provide the **Renter** with a final settlement statement within twenty-five (25) days following the event. The **Renter** shall provide the **Community Concert Hall** notice of any claimed error within five (5) days after that. In the absence of such notice, the final settlement statement shall be deemed to be a true and correct statement of the parties' accounts.

The Community Concert Hall or the **Renter**, as the case may be, will make final payment of undisputed amounts within thirty (30) days of the conclusion of the event. Any disputed amounts will be paid within three (3) business days of the resolution of the dispute.

22) **CATERING/SOFT CONCESSIONS:** Food and drinks will be allowed in designated areas of the Facility only. The right to sell concessions is held by the Facility. All catering costs are the sole responsibility of the **Renter** (see attached Rental Rate Sheet). There is no extra charge for concessions at each event.

CONCESSION REQUIREMENTS FOR THIS EVENT

- Concessions requested for event (no extra charge)? Yes No
- Intermission during event? Yes No
- Pre/post event reception? Yes No If yes, what time? _____
- Bartender services for reception? (see Rental Rates for catering cost): Yes No

23) **ALCOHOL SERVICE:** There is no alcohol beverage service allowed at the Community Concert Hall without permission of the Operations Manager.

The right to sell or serve alcoholic beverages and/or any concessions is held by the Facility.

The Community Concert Hall at Fort Lewis College (hereafter referred to as the "Facility") holds a license to serve alcoholic beverages. Where service or sale of alcoholic beverages is requested at a scheduled event, contact the Operations Manager. Approval is not automatic; the Operations Manager reserves the right to approve or refuse any request for service of alcoholic beverages in the facility. Unless otherwise requested and approved, the Facility will operate a concessions station and bar during events. Product costs will be covered by **Renter** (concessions prices) or by customer on a sale-by-sale basis.

24) **ALCOHOL AT FUNDRAISERS/PRIVATE PARTIES:** The following requirements must be met by those requesting service of alcohol in the Facility when concessions are not sold by the Facility (i.e. fundraisers for renters, private parties, etc.):

- Event must be held on a specific day and time. Permission is not transferable, nor is it valid for any event, location, day or time other than the one for which the event is contracted.
- Any alcoholic beverages sold or served must be sold or served by the drink only.
- Only alcoholic beverage(s) permitted for sale or service by the Operations Manager may be sold or distributed at the licensed premises.
- Consumption of alcoholic beverage(s) must remain within defined, licensed premises. Alcohol is not allowed outside of the Facility.
- Food and non-alcoholic beverages must also be available. Food and beverages that are not purchased through the Facility will have a service fee of (min. \$25) depending on requirements (linens, set up, cleaning, cups, napkins, recycling, etc.).
- The Facility must purchase the approved beverage(s) and arrange for storage and receipt of delivery prior to the event. The liquor license number must be provided to the distributor when the beverage(s) are purchased. Alcohol must be ordered at least 30 days in advance of event.
- No alcoholic beverage(s) may be served to persons under the age of 21 years. Facility will provide the bartender(s) at a \$15.00 per hour per server rate. In addition, depending on requested service, there are the following fees:

Wine \$5.00 per bottle corkage fee

Beer \$1.00 per bottle service fee

Beer tap fee \$50 per keg

(Corkage/tap/service fees include glassware, linens, ice, napkins, recycling, and physical set-up.)

- The Facility must provide all servers of alcoholic beverages (labor costs will be billed back to the client).
- If deemed necessary by the Concert Hall, additional supervision and security must be provided at the renter's expense.

The Concert Hall management retains the exclusive right to operate all liquor sales within the Concert Hall. No liquor will be sold at any event that is produced by students.

25) **MERCHANDISE SALES:** The *Concert Hall* retains exclusive rights concerning the sale of programs, novelties, souvenirs, mementos, merchandise, and advertising materials sold within the Concert Hall. A Client group may conduct lobby sales of souvenir merchandise, including

video tapes and audio recordings. The *Concert Hall* shall collect a 15% commission on the sale price of each item sold. The Concert Hall will collect 25% of gross sales if Concert Hall staff sells the merchandise. The *Concert Hall* Management must be given advance notice of any souvenir sales. Souvenir items must be available for an inventory count no less than two (2) hours before the doors open to the public.

26) **ADDITIONAL REGULATIONS:** *The Community Concert Hall* reserves the right to impose any additional rules or regulations, or to set special rental and use arrangements, whether or not expressly provided herein, which the *Community Concert Hall at Fort Lewis College* deems necessary to protect its interests, and such regulations shall be binding upon the *Renter*.

Note: In any advertising associated with your event please refer to the venue as the “Community Concert Hall at Fort Lewis College.”

27) **SPECIAL CONDITIONS:** Costs for all technical labor will be billed back to the Renter. **The Concert Hall does not staff technical personnel unless requested in advance by the Renter.** A representative of the Hall will be present at all times Renter is occupying the facility (stage hand hourly rate will be charged back to Renter unless specific technical personnel requested). See the enclosed Rental Rate Sheet for labor charges.

28) **ASSIGNMENT BY THE RENTER:** The *Renter* shall not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the *Community Concert Hall at Fort Lewis College*.

29) **FORCE MAJEURE:** If the *Facility* or any part is destroyed or damaged by fire, the elements, mob, riot, or for any reason is rendered unfit for occupancy either prior to or during the event, or if the *Community Concert Hall* is unable to give the *Renter* possession of the *Facility* during the event because of national or local emergency, calamity, epidemic, strike or war, this Agreement shall be suspended for the period during which the *Facility* cannot be delivered to the *Renter* or, in the *Community Concert Hall's* sole discretion, the *Community Concert Hall at Fort Lewis College* may terminate this Agreement and return to the *Renter* any advanced or unaccrued payments, less Reimbursable Expenses, without any further liability or obligation by the *Community Concert Hall at Fort Lewis College*.

30) **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties. No representations, warranties, conditions or agreements shall be binding on the parties unless incorporated in this Agreement or any attached exhibits. This Agreement may not be amended except by a writing signed by the parties.

31) **SPECIAL PROVISIONS:** The attached Special Provisions are hereby incorporated into this contract.

**COMMUNITY CONCERT HALL AT FORT LEWIS COLLEGE
CONTACT LIST**

**Director,
Charles Leslie (970) 247-7468, email address: leslie_c@fortlewis.edu**

**Operations Manager,
Karen Aldrich (970) 247-7162, email address: aldrich_k@fortlewis.edu**

**Technical Director,
LeAnn Brubaker (970) 247-7232, email address: brubaker_l@fortlewis.edu**

**Ticketing,
Nancy Ottman (970) 382-6947, email address: ottman_n@fortlewis.edu**

**Downtown Ticket Office,
Deahna Geehan (970) 247-7657, email address: geehan_d@fortlewis.edu**

AGREED

BOARD OF TRUSTEES FOR FORT LEWIS COLLEGE

DAVID J. MCDERMOTT, CPA

STATE CONTROLLER

Approved by: Charles Leslie
Director, Community Concert Hal

By: Steven J. Schwartz, Designee

Date

RENTER

Signature

Print Name and Title

RENTAL RATES
COMMUNITY CONCERT HALL AT FORT LEWIS COLLEGE
Effective March 1, 2009

Sunday-Thursday Rental Rates:

- **Campus Users** **\$600 per day, plus 6% gross ticket sales**
- **Non-Profit (La Plata County)** **\$600 per day, plus 6% gross ticket sales**
- **Non-Profit (Out of County)** **\$750 per day, plus 6% gross ticket sales**
- **Commercial** **\$1,200 per day, plus 8.5% gross ticket sales or a minimum guarantee of \$1,200; whichever is greater**

Friday-Saturday Rental Rates:

- **Campus Users** **\$750 per day, plus 6% gross ticket sales**
- **Non-Profit (La Plata County)** **\$750 per day, plus 6% gross ticket sales**
- **Non-Profit (Out of County)** **\$900 per day, plus 6% gross ticket sales**
- **Commercial** **\$1,200 per day, plus 8.5% gross ticket sales or a minimum guarantee of \$1,200; whichever is greater**

Set up/Rehearsal Rental Rates:

- **Technical Set up/Rehearsals** **1/2 Daily Rental Rate listed above, plus clean up fee, if applicable**
- **Shell Set Up/Tear Down** **\$200 per day**

Ticketing:

- **Ticket Set up Fee for all Events** **\$75 per event**
- **Changes or corrections to tickets** **\$75 per change**
- **Convenience Fee** **\$1.50 per phone order when Concert Hall is agent for ticket sales on Renter's ticketing website/software.**
- **Printing Ticket Stock** **\$25 per 100 tickets printed; plus 6% (non-profit) or 8.5% (commercial), of ALL gross ticket sales, including those pulled by the renter.**

Merchandise Sales:

Merchandise Sales: The Concert Hall retains exclusive rights concerning the sale of programs, novelties, souvenirs, mementos, merchandise, and advertising materials sold within the Concert Hall. A Client group may conduct lobby sales of souvenir merchandise, including video tapes and audio recordings. The **Concert Hall** shall collect a 15% commission on the sale price of each item sold. The Concert Hall will collect 25% of gross sales if Concert Hall staff sells the merchandise. **The Concert Hall Management must be given advance notice of any souvenir sales.** Souvenir items must be available for an inventory count no less than two (2) hours before the doors open to the public.

Equipment Rental Rates:

- Dance Floor Maintenance/Set Up \$150 per event
- Timpani Maintenance/Rental \$50 per event
- Steinway Piano Usage \$175 per event
- Projection Screen (In House) \$100 per day
- Projection Screen (Out of House) \$200 per day
- Video Projector (In House) \$200 per day
- Video Projector (Out of House) \$250 per day
- Slide Projector \$50 per day
- Intelligent Lighting \$100 per event
- 6' Rectangular Table \$4.00 per table
- 4' Rectangular Table \$3.00 per table
- 6' Round Table \$4.00 per table
- Tablecloth \$3.00 per table

Additional Labor Charges per Event:

- Sound Technician \$30.00 per hour
- Sound Monitor Technician \$20.00 per hour
- Light Design \$25.00 per hour
- Light Technician \$20.00 per hour
- Spot Light Operators \$15.00 per hour
- Stage Manager \$18.00 per hour
- Stage Hands \$15.00 per hour
- Ticket Sellers \$13.00 per hour
- Police Officer \$40.00 per hour

Catering/Soft Concessions/Alcohol Service (Only charged when pre/post receptions or parties):

- Bartender \$15.00 per hour
- Wine Corkage Fee \$5.00 per bottle
- Beer Fee \$1.00 per bottle
- Beer Tap Fee \$50.00 per keg

Equipment Needs – Community Concert Hall Renter

_____ **No. of Black Musician Chairs**

_____ **No. of Music Stands**

_____ **No. of Music Stand Lights**

_____ **Half Shell (See rental rates)**

_____ **Full Shell (See rental rates)**

_____ **Sound Curtains**

_____ **Choral Risers**

_____ **Platform Risers**

Please list the number of risers needed at each height below.

_____ **8” Legs**

_____ **16” Legs**

_____ **24” Legs**

Do the Platform Risers need black skirting?

_____ **Yes**

_____ **No**

Will you be using the Pit as a Dance floor?

_____ **Yes (see Rental Rates)**

_____ **No**

Will you be using the Pit for seating?

_____ **Yes (see Rental Rates)**

_____ **No**

Intelligent Lighting

_____ **Yes (see Rental Rates)**

_____ **No**

Number of Tables Needed on Stage

_____ **6’ Rectangular**

_____ **4’ Rectangular**

_____ **6’ Round**

Number of Tables in Needed Dressing Rooms

_____ **6’ Rectangular**

_____ **4’ Rectangular**

_____ **6’ Round**

Number of Tables Needed in Lobby

_____ **6’ Rectangular**

_____ **4’ Rectangular**

_____ **6’ Round**

Piano (See Rental Rates)

Grand _____
Upright _____

Does the piano need to be tuned for your event? (See Rental Rates) _____ Yes _____ No

Wireless Microphone

_____ **Yes** _____ **No**

Video Projection Screen (See Rental Rates)

_____ **Yes** _____ **No**

Digital Projector (See Rental Rates)

_____ **Yes** _____ **No**

Technical Personnel (See Rental Rates)

_____ **Sound Tech(s)** _____ **Lighting Tech(s)** _____ **Stage Hand(s)**

Please discuss these needs with LeAnn Brubaker.

She will schedule the requested technicians for your event.

Please provide all set up needs to LeAnn Brubaker at 247-7232 or brubaker_l@fortlewis.edu

Technical/set up needs must be requested at least two weeks in advance.

Thanks.

Set Up Notes:

Please include with this sheet the following:

An event schedule:

Building open and close

Set up Time

Sound Check (if needed)

Break Down of Event

Rehearsal Schedule (if needed)

(See Rental Rates)

Any special sound needs your event may have.

Any special lighting requests your event may have.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

STATE OF COLORADO:

BILL RITTER, JR. GOVERNOR

Legal Name of Contracting Entity

By _____
Executive Director or University / College President

Social Security Number or FEIN

Director, Community Concert Hall _____
Department / Agency or Higher Education Institution

Date _____

Signature of Authorized Officer

Human Resources Review:

By _____

(Print) Name & Title of Authorized Officer

Title _____

Date _____

LEGAL REVIEW:
Attorney General, John W. Suthers

CORPORATIONS:
(A corporate attestation is required.)

By _____

Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk) (Place corporate seal here, if available)

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER
David J. McDermott, CPA

By _____
Steve Schwartz, Designee

Date _____

SPECIAL PROVISIONS

1. **CONTROLLER'S APPROVAL. CRS 24-30-202 (1).** This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

2. **FUND AVAILABILITY. CRS 24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. **INDEMNIFICATION.** Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

[Applicable Only to Intergovernmental Contracts] No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

4. **INDEPENDENT CONTRACTOR. 4 CCR 801-2.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither contractor nor any agent or employee of contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.

5. **NON-DISCRIMINATION.** Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.

6. **CHOICE OF LAW.** The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract, to the extent that this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7. *[Not Applicable to Intergovernmental Contracts]* **VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4.** The State Controller may withhold payment of certain debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or its agencies, as a result of final agency determination or reduced to judgment, as certified by the State Controller.

8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. **EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract.

10. *[Not Applicable to Intergovernmental Contracts]*. **ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES AND RESTRICTIONS ON PUBLIC BENEFITS. CRS 8-17.5-101 and 24-76.5-101.** Contractor certifies that it shall comply with the provisions of CRS 8-17.5-101 et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(b). Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. Failure to comply with any requirement of this provision or CRS 8-17.5-101 et seq., shall be cause for termination for breach and Contractor shall be liable for actual and consequential damages.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.

Revised October 25, 2006

Effective Date of Special Provisions: August 7, 2006