For Website - Emergence

2023 Community Project Grant - Organization Applicants

Mariposa Collective

Ms. Betsy Tobin 1153 6th St Boulder, CO 80302 0:720-635-1028

Mrs. Jennifer Jones

4635 Hampshire St Boulder, CO 80301 bouldermariposa@gmail.com 0: 720-635-1028

Application Form

Grant information and confirmation

Si prefiere leer esta información en español, por favor haga clic aquí. Se puede responder a la solicitud en español. Un miembro del personal de la Oficina de Artes y Cultura traducirá sus respuestas para que sean revisadas.

For this application in other languages please contact the Office of Arts + Culture Program Manager Lauren Click at <u>clickl@bouldercolorado.gov</u>.

DESCRIPTION: Community Project Grants encourage innovation and exploration in order to achieve progress on the Community Priorities from Boulder's Community Cultural Plan.

PURPOSE: The Community Cultural Plan identifies a set of "Community Priorities" derived directly from the hopes and aspirations of Boulder's residents:

- Support the resiliency and sustainability of cultural organizations to enhance their ability to benefit the community.
- Create a supportive environment for artists and creative professionals, while fostering innovative thinking and leadership among them.
- Prioritize the civic dialogue about the ability of culture to positively contribute to the economy, social offerings, the environment, and the authentic expression of diversity.
- Develop Boulder's creative identity in becoming an innovative world leader in cultural matters and projects that identity to the region and the world.
- Focus on the expression of culture and creativity in the public realm through public art, the urban landscape, culture in the neighborhoods, and serendipitous encounters with the arts.
- Amplify the vibrancy of Boulder's cultural destinations: the lively mix of museums, performance venues, events, districts, studios, maker spaces, and other facilities that make Boulder an enticing place to visit, live, play, and work. Fill in the gaps and address issues of access and affordability.

These complex issues are the most important initiatives we can work on as a cultural community in the coming years. The purpose of the Community Projects Grant is to encourage innovation and exploration in order to achieve progress on these Community Priorities.

Awards: Organizations \$60,000 @ maximum \$10,000 each

Details: The award amount of \$10,000 for organizations is the maximum grant offered. Smaller requests will be accepted.

Cycle: Annual

TIMELINE

- Wednesday, February 15 at 11:59 p.m. Deadline for applications
- February 15 to 22 Review by staff for eligibility and revision by applicants if necessary
- February 22 to March 8 Preliminary review and score by panel (15 days)

2023 Community Project Grant - Organization

- March 8 to 15 Score processing by staff
- March 15 Preliminary scores and comments sent to applicants via email
- March 15 to March 22 Applicants prepare and send written responses to the panel's questions. The written response should be emailed to Lauren Click at <u>clickl@bouldercolorado.gov</u> by Wednesday, March 22, 2023, at 11:59pm.
- March 22 to 29 Response processing by staff
- March 29 Responses sent to panel
- March 29 to April 12 Final review and score by panel (15 days)
- April 12 to 21 Processing of final scores
- April 21 Final scores sent to applicants via email
- April 26 Arts Commission meeting. Discussion and final decisions on grants

ELIGIBILITY REQUIREMENTS

- General eligibility. Meets all <u>http://boulderarts.org/wp-content/uploads/2016/09/General-Eligibility-</u> Requirements-only.pdfhttp://boulderarts.org/wp-content/uploads/2016/09/General-Eligibility-Requirements-only.pdfgeneral eligibility requirements.
- **Open to all.** Anyone may apply once the <u>general eligibility requirements</u> are met, including individuals, artists, non-profit organizations, organizations with pending non-profit status, fiscally sponsored organizations and for-profit organizations with a community focus.
- Service area and programming. Projects must have a significant component of public programming that takes place within the city limits of Boulder. This programming must meet the criteria described in the <u>Chapter 14-1-2 of the City of Boulder Revised Code</u>. For organizations, the applicant must demonstrate that they are headquartered in the city limits of Boulder. For individuals, the applicant must demonstrate that they reside at a permanent household address in the city limits of Boulder. Applicants may also demonstrate that they are partnered with a Boulder-based artist or organization. Examples of documentation to demonstrate being headquartered or residing in Boulder may include a utility bill, phone bill, pay stub, renter's or mortgage bill, lease, insurance policy, or other official document. P.O. Boxes are not acceptable. The term "city limits of Boulder" is defined in the Boulder Valley Comprehensive Plan. For additional information on the planning area and Comprehensive Plan visit this link. As a shorthand, office staff use addresses with the zip code starting with 803— to determine if it is in the acceptable area.
- Projects must take place after the grant funding decision and be completed by June 30, 2024.

MORE INFORMATION 2023 Grant Application Schedule 2023 Scoring System General Eligibility Requirements General Grant Guidelines & Process Grant FAQs

REVIEW PROCESS

- Deliberation. Applications are reviewed by the Boulder Arts Commission grants panel. Final funding decisions are made at public Boulder Arts Commission meetings. See schedule.
- Evaluation criteria.

- o Community priorities (Maximum 8 points)
- o Cultural offerings (Maximum 8 points)
- o Cultural equity (Maximum 8 points)
- O Proposed outcomes and evaluation strategy (Maximum 8 points)
- O Encouragement points (Maximum 4 points)
- The complete scoring system and rubric for the Community Project Grants can be found here.

GRANT AWARDS

- Notifications and dispersal of funds. Staff notifies all applicants if their Application has been successful and begins the process of securing supporting information and issuing payment for successful applicants. Grantees must contact the grant coordinator to arrange for payment. Checks are sent by mail or electronically to bank accounts designated by the applicant.
- **Communications**. All official communications and notifications will be made to the named individual applicant or person designated as the organization contact. It is this person's responsibility to communicate Boulder Arts Commission requirements of the grant award to collaborators or other participants. This includes, but is not limited to, requirements for compliance with grant agreements, identifying Boulder Arts Commission sponsorship on publicity materials, and reporting.
- Implementation. Grantees shall implement programs / projects as outlined in the grant application. Any change to the project, venue, Grantee address, schedule, or staff / team members must be reported to culturegrants@bouldercolorado.gov.
- Award amount. The Boulder Arts Commission reserves the right to adjust the amount of a grant award offered to an Applicant.
- **PERA impacts**. Retirees affiliated with the Colorado Public Employees Retirement Association (PERA) will be impacted by a withholding requirement enacted by the Colorado State Legislature if awarded an arts grant. Details are available on the PERA website. See "Disclosure of Compensation."
- Vendor forms. Grantees must submit a City of Boulder vendor form and current IRS W-9 form in order to receive the grant award. The W-9 must be in the same name as the Grantee named on the grant application. Individual Grantees must also submit a Determination of Independent Contractor / Employee Status for Payment document and copy of their Driver's License. Applicants will receive the appropriate forms from payments@bouldercolorado.gov. Failure to supply a proper W-9 may invalidate the grant award.
- **IRS taxation.** Grant awards are non-transferable, taxable and are reported to the federal government.
- Agreement. When a grant award is made by the Boulder Arts Commission, the successful Applicant will be contacted by staff to sign a Grant Letter of Agreement. In that agreement, the Grantee will indicate the completion date of the project and the date a grant report will be submitted.
- Issuance of funding checks. Once the agreement is signed, staff of the Office of Arts and Culture will submit it to City Finance along with the invoice. Funds/checks are delivered within the next three weeks. Grants are initially funded at 80 percent of the grant amount awarded. The remaining 20 percent of the grant awarded is paid out upon receipt and Boulder Arts Commission approval of the grant report. Failure to submit a final grant report will result in ineligibility to apply for future grants.
- Acknowledgment of Boulder Arts Commission funding. All publicity for Boulder Arts Commission-funded projects must include the following credit line: *This project is funded (or funded in part) by a grant from*

the Boulder Arts Commission, an agency of the Boulder City Council. In lieu of the credit line, the Boulder Arts Commission Logo may be used. The Grantee must sign a release form and submit photographs and/or videos of the project that the Office and Arts and Culture may use on its website, social media, printed materials or for any other publicity purpose.

• Thanking City Council. It is suggested that all grant recipients write the Boulder City Council members to thank them for supporting the Boulder Arts Commission and the Office of Arts and Culture. Please let them know how this grant will be used, and the difference it will make to your organization. Please also invite them to attend your events and programs. Visit the City Council website page to find out more about contacting City Council members.

REQUIRED REPORTING

- **Timeframe for reporting.** The grant report is due one month after the project is completed.
- **Method**. Submit the report through the online system access through the boulderarts.org website. Log in with the same user name and password utilized to submit the application. After logging in, go to the 'Dashboard', then you'll see a 'Follow Up' section for the grant. On the far right is the 'Edit' button. That will take you to complete the final report.
- Extension requests for reporting. If circumstances delay the Grantee's ability to complete the project and/or the report, the Grantee must notify the Boulder Arts Commission before the original report deadline by submitting an email addressed to the Boulder Arts Commission at culturegrants@bouldercolorado.gov with the following information:
 - o an update on the project status,
 - o a request to change the project completion date, and
 - o new report due date.
- **Responsibility.** The Grantee is responsible for submitting a report by the due date. The Boulder Arts Commission recommends reviewing the online report form well in advance. There is no grace period for the report.
- **Consequence of Delinquent Report.** Unless an extension request is approved by the Boulder Arts Commission in advance of the due date, all individuals or organizations / businesses attached as collaborators on the project will no longer be eligible to apply for Boulder Arts Commission grants until the delinquent report has been received.

Certification*

I certify that I have read the above information and that this project meets the Boulder Arts Commission's eligibility requirements and, if a funding award is made, will continue to comply with the Boulder Arts Commission's requirements and meet with guidelines for high artistic quality, community impact, inclusiveness, funding acknowledgment and reporting.

I certify

Applicant information

Discipline*

Select your discipline. If multi-discipline, please check all that apply.

Music Theater Literary arts Dance Time-based media, film/video, digital art, and web-based art Festivals, exhibitions, and art in public places

Tax status*

Cultural organizations/businesses are eligible. Nonprofit status is not required for this category. Nonprofit

Date established*

Add the date your organization was established. If not applicable write N/A. 2/15/2003

Mission statement*

If not applicable write N/A.

The Mariposa Collective is a performing artists collective dedicated to the service and support of contemporary artists and the creative process. The Collective seeks to foster collaboration and sustain working artists personally through the establishment of a centralized community - a forum for Contemporary Performing Art forms, including Dance, Theater, Music, Interdisciplinary, and Multi- Media Performance Installation.

Our mission is to create a community of professional, active artists who wish to engage in artistic dialogue, exchange in the creative process, explore & share new work, and to offer quality artistic contributions to the community at large.

Annual budget

If applying as an organization. \$40,000.00

Geographic area served*

If not applicable write N/A. Boulder County, the Colorado front range area, and beyond.

For individuals: organizational affiliation

Even if an organizational affiliation is stated, awards will be made to the individual whose account is associated with this application. If no organization affiliated, please state 'none'.

Number of full time employees*

If not applicable write 0.

0

Number of part time employees*

If not applicable write 0.

0

Number of volunteers*

If not applicable write 0. 10

Project information

Project title* Emergence

Amount requested*

The maximum award amount offered is \$10,000 for organizations. Smaller requests will be accepted. \$10,000.00

Project summary*

Provide a brief overview of the project.

The Mariposa Collective is seeking funding to support artists' fees, costumes, media, marketing, rehearsal and performance space for our first performance in over 5 years titled "Emergence", to be held February 23-25, 2024. Mariposa will welcome a diverse group performing artists from various backgrounds to present their work in this evening length production at The Dairy Center for the Arts. The definition of Emergence is: coming into view after being concealed; the escape of an insect from an egg or cocoon; and the process of coming into being. This theme is relevant to our name (Mariposa, meaning Butterfly in Spanish) and our reemergence after a period of dormancy.

A series of pop-up performances throughout Boulder and Open Arts Share events leading up to the "Emergence" will inform the public of the existence, mission, and activities of the Mariposa Collective. Our Open Arts Share events will provide an opportunity for anyone who wishes to share work they have created with a supportive community to build relationships and inspire collaboration. We will also hold bi monthly Works in Progress Showings of the work being developed for Emergence to encourage critical discussion and to further engage community.

Project calendar*

Projects must take place after the grant deadline and be completed by June 30, 2024.

January - September 2023: Grant Writing and visioning May 28 - July 30, 2023: Pop Up Performances throughout Boulder June 4, July 9, September 10, November 12 2023, January 7th: Open Arts Share events August 20, 2023: Audition September 2023- February 17 2024: Rehearsals for Emergence October 1, December 3, 2023, February 4, 2024: Works in Progress Showings February 18: Full run through of Emergence February 22: Tech 10am- 6pm, Dress Rehearsal 7pm-10pm February 23, 24, 25, 2024: Showtime

Project location*

Where do your projects take place? Grace Gamm Theater at The Dairy Center for the Arts

Collaboration*

Describe your and/or your organization's most significant interactions with other organizations and efforts. If this is a solo project with no partners beyond the applicant, respond with "None."

We will partner with Mi Chantli Art & Movement Sanctuary for rehearsals, Works in Progress Showings, and our Open Arts Share, The Dairy Center for the Arts for our performance, and NOBO First Friday Art Openings, The Junkyard Social Club, and other venues to present pop up performances over the next year. Our artists are Betsy Tobin (Theater), Alli Jones (Dance), Celia Grannum Peramoud (Dance), Jeny Jones (Dance), and Riley Bartlett (Spoken Word/Dance) with more to be added.

Art in Public Places

By checking this box, I consider this project to include an art in public places component (for example, a public sculpture, mural, projection, or performance in the public realm). I have contacted publicart@bouldercolorado.gov and received feedback from staff which inform my understanding of project review, permitting, and timing considerations.

Project completion date*

This is the last day of any public event related to the project. Project must be completed by June 30, 2024. 02/25/2024

Date grant report is due*

One month after the project completion date. 03/25/2024

Panel evaluation

Bulleted responses are encouraged in these sections.

Community Priorities. The City of Boulder's Community Cultural Plan is a visioning and strategic document that describes how the people of Boulder will align efforts, with the support of the municipal government, to achieve our collective vision: *Together, we will craft Boulder's social, physical, and cultural environment to include creativity as an essential ingredient for the wellbeing, prosperity, and joy of everyone in the community.* The Community Priorities are six points that summarize the community's most common responses in answer to the question, "What is your vision for Boulder's culture and creative economy?" Reference: Cultural Plan and Community Priorities.

Community Priorities*

Examples of ways to demonstrate impact on the Community Priorities may include descriptions of how your project or organization:

- Supports artists and creative professionals by providing professional development programming.
- Contributes to Boulder's creative identity and creates a vibrant cultural destination through high artistic merit and excellence in the practice of a medium or discipline.
- Engages the community in civic dialogue about the arts through interactive outreach in the neighborhoods.
- Adds creativity in the public realm by engaging underserved populations in art making for their community.

In what way will this project contribute to one or several of the Community Priorities described in the Community Cultural Plan? Does the project contribute to one priority thoroughly?

Emergence addresses all 4 Community Priorities. Works-in-Progress showings allow artists to present their work to get feedback to develop stronger work. This performance gives artists an opportunity to present and document their work in a professional manner to enhance their professional development.

Mariposa contributes to Boulder's creative identity and creates a vibrant cultural destination through high artistic merit and excellence in the performing arts by creating a professional performance that welcomes and supports a diverse community of artists of various disciplines.

Mariposa engages diverse communities in civic dialogue about the arts with our Open Arts Share Events and our Works in Progress Showings. Both of these events will facilitate conversations about the process of creating art and will educate the public on how to view and discuss performing arts. We will create opportunities for interactive outreach with our pop-up performances at festivals and in various neighborhoods throughout Boulder by asking our audiences what the butterfly means to them, and if the butterfly has special meaning in their traditions or cultures.

The Mariposa Collective adds creativity in the public realm by engaging underserved populations in artmaking by recruiting and supporting performers of mixed abilities and ages, artists who require financial assistance to produce their work, members of the LGBTQ community, and BIPOC to participate in Emergence. Through community outreach efforts with our Pop-up performances and Open Arts Share events, we will engage with diverse communities, inviting all those we interact with to participate. We believe art is a powerful tool for healing and connection and wish to include as many people as possible.

Cultural offerings*

In what way does your project fill a gap in the variety of cultural offerings in Boulder? What is exciting or new about your project?

Many artists in the Mariposa Collective have joined together because they feel Boulder is lacking in providing spaces where performing artists are welcome to present their work, teach classes, and build relationships with other artists. It's expensive and a lot of work to produce a performance and we hope to make it easier and more affordable for artists to present their work in a professional manner. Having the time and money to produce a performance is not a privilege all artists have. The Mariposa Collective aims to fill that gap by giving artists the support and resources they need to produce their work, while building community. Emergence will bring artists together from diverse backgrounds and experiences to engage in discussions and collaborations over the next year to create the performance, and in the process will build networks for future projects. We are excited to provide this space for artists who might not otherwise have the opportunity to connect and collaborate, to feel seen and heard, and to have a space where they are welcome. Mariposa hopes to make the performing arts more accessible to performers and audiences alike.

Cultural equity*

Among the goals of the Boulder Arts Commission is to encourage the equitable, fair, and just distribution of funds in support of the community. This includes providing support to applicants whose organizational leadership or audience represent groups who are typically underrepresented, i.e. culturally diverse groups, organizations focused on age diversity, etc.) Describe how your project does or does not fulfill one or several of these categories. Describe how your project will address affordability, availability, accessibility, accommodation, and acceptability to diverse groups. For reference, please review the Boulder Arts Commission and Americans for the Arts Statements on Cultural Equity.

References:

Boulder Arts Commission Statement on Cultural Equity Americans for the Arts Statement on Cultural Equity

The Mariposa Collective aligns with the Americans for the Arts and the Boulder Arts Commission to support a full creative life for all through the practice of cultural equity. All of our activities and programs will consciously address issues of diversity and equity. We seek to engage with individuals and organizations who also embrace this commitment. We will recruit performers of mixed abilities, ages, and economic statuses, members of the LGBTQ community, and BIPOC to participate in Emergence.

We will reserve 10 tickets for each show for \$2 each to be offered to community members who would like to attend, but cannot afford the full cost of a ticket. Discounted tickets will be announced on all of our promotional materials. Our Open Arts Share events will be open to the public and will be offered by donation. Our organization seeks to cover the costs associated with producing professional performances including theater rental, production costs, and studio rental to allow artists of various financial situations to participate. By covering costs associated with producing performances and providing stipends to artists, we hope to make it feasible for more people to participate in creating professional performances.

Proposed outcomes and evaluation strategy*

Describe your evaluation strategy for this project and how you will collect data. Please also include your goals for this project and how the benefit to the community will be measured.

We will create a survey to distribute to all of the performers inquiring what they felt was successful, what could be improved, what was lacking in the production, and whether or not they would participate in future Mariposa events. We will create a flier with a QR code to distribute to audience members at all of our events which will take them to an online survey where they can share their impressions of the events, what was meaningful, what was effective, and what was lacking. We will include links to future events, class schedules, a place to send a tax-deductible donation to the Mariposa Collective, and ask if they would like to be added to our email list.

We estimate attracting 300-350 people to attend Emergence, and 25 artists to participate in the performance. Emergence will be the first step in creating many community offerings, and we hope to continue to provide performances, classes, workshops, and other events to contribute to a diverse, active, and lively arts community in Boulder.

Our goal is to involve as many community members as possible from diverse backgrounds to create or attend live performances, develop artistic relationships, and build community.

Additional Questions

Encouragement Points

Among the goals of the Boulder Arts Commission is to encourage the equitable, fair, and just distribution of funds in support of the arts community. Panel members use these "extra points" to balance the scoring, emphasizing applications which tend to score lower in standard categories or historically are underrepresented in grantmaking. Commissioners will be looking for these elements in your responses above.

Examples include:

- First-time applicants and those who have never been awarded a grant.
- Youth applicants who are applying with the help of a mentor of legal age.
- Have the potential to support community and participatory culture and non-professional artmaking.
- Applicants for whom English is not their first language.
- Non-western European art forms or other forms of culture that have typically been disadvantaged by the systems and traditions of grantmaking.

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Elements of the application that the panel member determines will significantly advance stated priorities
of the Arts Commission, important issues in the community outside of the arts, or other impacts that are
not expressed in the other scoring criteria.

Encouragement Points 1*

Please check yes if any of these are addressed in your application.

Yes

Encouragement Points 2*

Are you a first time applicant or have you not been awarded a grant before from the Commission? Yes

Attachments

ATTACHMENTS

The following attachments are required. Please title your attachments according to the headings listed below.

Budget summary*

Provide a brief budget summary for this project including all revenue (monetary and in-kind contributions, including this grant) and expenses. Please title the attachment "Budget summary". Permitted file types: xl, xlsx, pdf.

Budget Summary.pdf

Venue confirmation letter*

Attach confirmation from the hosting venue that the project is approved and scheduled. Please title the attachment "Venue confirmation letter". Permitted file types: doc, docx, pdf

Venue Confirmation Letter.pdf

Service area confirmation*

Attach confirmation to demonstrate that you are headquartered Boulder, reside in Boulder, or are partnered with a Boulder-based artist or organization. Examples of documentation to demonstrate being headquartered in Boulder may include a utility bill, phone bill, pay stub, renter's or mortgage bill, lease, insurance policy, or other official document. P.O. Boxes are not acceptable.

Service Area Confirmation.pdf

Partner/Collaborator List

Provide a list of each individual / organization that has a significant coordinating role in this project. Please title the attachment, "Collaborator list". Include their name, contact information, and role. Permitted file types: doc, docx, pdf.

Collaborator List.pdf

Letters of support

Attach any letters of support that will be useful in understanding community involvement and enthusiasm for the project. This is optional. Please title the file, "Letters of support". Permitted file types: doc, docx, pdf

Letters of Support.pdf

Other support materials

Attach any documents that will help the jury fully understand the project, including videos and other materials that may help the commission evaluate artistic quality. This is optional. Please title the file, "Support materials". Permitted file types: doc, docx, xl, xlsx, pdf

Support Materials.pdf

Submission and signature

Application on the website (optional)

I certify that, if funding is awarded, my application may be presented on the boulderarts.org website. The Office of Arts and Culture staff will send a copy of the document to the applicant listed for approval in advance of posting on the website.

Yes

Certification*

I certify that all information contained in this application and attachments is true and accurate. All funded activities must provide equal access and equal opportunity in employment and services and may not discriminate on the basis of disability, color, creed or religion.

I certify

Full name*

Jennifer Patricia Jones

Submission date*

02/15/2023

TO COMPLETE AND SUBMIT YOUR APPLICATION

All required fields must be filled in with the appropriate information and/or attachments. Click on the "Submit Application" button and an email notification that your application has been received will be sent. If you do not receive a confirmation email, please notify staff immediately. Note that once the application is submitted, it cannot be revised or added to. Please make certain that you have included all information and attachments prior to submitting.

File Attachment Summary

Applicant File Uploads

- Budget Summary.pdf
- Venue Confirmation Letter.pdf
- Service Area Confirmation.pdf
- Collaborator List.pdf
- Letters of Support.pdf
- Support Materials.pdf

This budget demonstrates our people to greate the meet successful and desire bla	
This budget demonstrates our needs to create the most successful and desireable	
outcome. We are hopeful that we will be able to secure funds through the sources listed or	
from other sources that we are able to identify in the next year. If necessary, we can scale	
down the performance to include fewer choreographers and performers, and offer lower stipends. In either case, we are confident that we can produce the event in a way that is	
meaningful and impactful. We will continue to seek out and apply for other grants and	
funding in the next 6 months.	
Revenue:	
Grants:	
Visit Boulder Arts & Culture Grant (pending)	\$10,000
Boulder Arts Commission Project Grant 2023 (pending)	\$10,000
Boulder County Arts Alliance Project Grant 2024 (pending)	\$3,000
Boulder Arts Commision Rental Assistance 2024 (pending)	\$1,000
Boulder County Arts Alliance Operating Expenses (pending)	\$3,000
Projected Ticket Sales:	
58 tickets (1/2 venue capacity) / night x 3 nights x \$20 (full price ticket)	\$3,480
29 tickets (1/4 venue capacity)/ night x 3 nights x \$12 (Seniors, Students)	\$1,044
TOTAL PROJECTED TICKET SALES	\$4,524
	ψ 1 ,024
Donations:	¢E 004
Silent Auction Fundraiser, Private Donations , other grants (pending)	\$5,631
Personal Contributon from Mariposa	\$200
TOTAL REVENUE:	\$37,355
Expenses:	
4 days @ The Dairy Gordon Gamm Theater	\$2,305
Artists Fees	
\$500 x 10 Choreographers	\$5,000
\$150/ performance x 3 performances x 25 Performers	\$11,250
2 Directors @ \$500 each	\$1,000
Open Arts Space studio rental 2 hr/ month x 4 months (June, July, September, November) x \$20/hr	\$160
Works In Progress Showings studio rental 2 hrs/ month x 3 months (October, December, February) x \$20/hr	\$120
Costumes	\$2,000
Photography	\$1,000
Video	\$3,000
Marketing	\$600
Rehearsal Space Rental \$20/ hr/ 20 hrs/ week / 25 weeks	\$10,000
Studio Space Rental for WIP Showings and OAS Share events 5 days x 2hrs x \$20	\$200
Graphic Designer	\$500
Insurance	\$220
TOTAL EXPENSES	\$37,355
There is a considerable amount of work involved in this performance that will be done voluntarily. We hope to	
develop our organization in the future to be able to provide compensation for most if not all of these actions, but expect to do a lot of it voluntarily until we can get established with more funding.	
In Kind Donations:	
Rehearsal Fees: Rehearsal Fees: 20 Performers/ 2 hours/ week/ 25 weeks / \$20/hr	\$20,000
Directors Fees: 2 Directors /2 hours / week/ 30 weeks/ \$20/ hour	\$2,400
Mariposa Members Meetings, Social Media Management, Administration	
18 hrs x 9 members (meetings) = 162 hrs + 20 hrs (social media) + 20 hrs (admin) = 202 hrs x \$15/hr	\$3,030
13 pop up performances (May 2023 - February 2024) 3 performers x \$100 each performance	\$3,900
50 hours of grantwriting @ \$50/hr	\$2,500
TOTAL IN KIND DONATIONS:	\$31,830

THE DAIRY ARTS CENTER

Grace Gamm Theater

FACILITIES USE AGREEMENT

Date: 2/8/2023

 This Facilities Use Agreement (hereinafter "Agreement"), made by and between the Dairy Arts Center, 2590 Walnut

 Street, Boulder, CO 80302 (Hereinafter "the Dairy") and The Mariposa Collective
 (Hereinafter "User").

WITNESSETH:

WHEREAS the Dairy owns certain facilities as described in this Agreement which it, from time to time, authorizes and licenses other parties to use; and WHEREAS User desires to use those facilities for the purposes contained herein; NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Dairy and User agree as follows:

- 1.0 Duties and Responsibilities:
 - 1.1. The Dairy hereby grants permission to User to use the following described facilities: **Dairy Arts Center** <u>Grace Gamm Theater</u> (hereinafter "Facilities") for the sole purpose of holding the following described event (hereinafter "Event"): The Mariposa Collective presents "Emergence"
 - 1.2. User shall make all arrangements relating to the holding of the Event, except those specifically made the responsibility of the Dairy by this Agreement. All publicity, publications, and promotions will use the full name for this Facility: **Dairy Arts Center**.
- 2.0 Rental Dates, Times, and Fees:
 - 2.1. User shall pay the following facility rental, staffing, vendor, and any additional charges for https://www.commonstatic.com and any additional charges for https://www.commonstatic.com as contained in the attached Exhibit A which is also made part of this Agreement: \$2,305.00, \$2 per ticket sold, \$2 per subscriber ticket, \$0.50 per comp ticket, \$0.50 credit per Dairy comp, other fees as per User request.
 - 2.2. Time shall be of the essence of this Agreement, and the time granted for the occupancy or use of the facilities **including** load-in, set-up, preparation, installation, clean-up and removal of equipment shall not be extended without the written permission of the Executive Director (hereinafter referred to as "Director"); any additional time shall be paid for according to the schedules of fees as established by the Dairy. User is also responsible for contracting and paying for space, equipment and labor used by anyone attached to or approved by the Director to work the Event (e.g. vendors, caterers, video crews), hereafter referred to as "User's Affiliates." User's Affiliates must also work within and abide by the conditions and limitations of this contract including times contracted, under the supervision and approval of theater management. User agrees to promptly pay any overtime charges levied as a result of exceeding contract terms.
- 3.0 Deposit, Payment, and Accounting:
 - 3.1. At the time of signing this agreement User shall provide The Dairy a non-refundable deposit not less than 25% (\$576.25) of the rental fee, in cash or check payable to the Dairy Arts Center. Signed contracts and deposits are due to the Dairy on or before 3/8/23 . If any financial payments are returned due to insufficient funds or any reason whatsoever this contract shall immediately be deemed null and void.
 - 3.2. User agrees to pay the remaining balance due, (<u>\$1,728.75</u>) under the terms of this Agreement in cash or check in the following installments:

\$864.75 due on or before 10/8/23 \$864.00 due on or before 12/8/23

- 3.3 It is further agreed that if User fails to hold the Event or Events as described in this Agreement at the agreed time or according to the terms herein, the Dairy shall retain the entire rental deposit and all payments as liquidated damages. If Event is canceled within fewer than 90 days prior to event, User agrees to fulfill the complete contract and pay full rental amount.
- 3.4 User agrees to fulfill the complete contract; unless, at the sole discretion of the Dairy or as a result of local, state, and/or federal guidance, the Dairy ceases operations and/or closes its facilities because of COVID-19.
- 3.5 User agrees and acknowledges that retention of the deposit shall be reasonable. User hereby agrees to pay all costs incurred by the Dairy to collect any amount due hereunder, including attorney's fees if it becomes necessary for the Dairy to take such an action.

4.0 User's Staff:

4.1. Neither User nor User's Affiliates shall be deemed to be employees of the Dairy. User shall be responsible for supervising all such persons and assuring that such persons adhere to all rules and regulations as may be established by the Dairy. If any such persons fail to adhere to all the rules and regulations, then in addition to other remedies the Dairy may have, upon the request of the Director, User shall immediately remove any such person not adhering to the rules and regulations of the Dairy.

4.2. The Dairy management must approve any audio video, or lighting company contracted by User for use in Theater at least one month in advance of the Event date.

5.0 Concessions:

- 5.1. All concessions, catering or concession and/or catering rights are reserved to the Dairy and its assigns. Users may purchase food through the Dairy's Polk Café, use a Dairy approved caterer, or bring in their own licensed caterer for a buyout fee of \$60.00 per instance. All outside caterers must provide a certificate of liability insurance and adhere to policies outlined in Exhibit E, which is also made part of this Agreement. All food and beverage details must be worked out with the Polk Café Supervisor/Front of House Manager one month in advance of Event as per Exhibit E Catering which is also made part of this Agreement.
- 5.2. User shall not sell or cause to be sold programs and/or novelties in or about the Facility, except on terms and conditions as established or approved in writing in advance by the Dairy. Such approval not to be unreasonably withheld or delayed.
- 5.3. User shall not bring into the Dairy any outside alcohol without a special event liquor license acquired through the City of Boulder.

6.0 Substitution of Space:

If by reason of fire, weather, failure of electrical or other utilities, causes beyond the control of the Dairy, or the construction and renovation work described below, the Dairy determines that the Facility is unsuitable for the Event, the Dairy may, at its option, supply substitute facilities, which may be available on the Dairy premises or elsewhere for holding the Event. User shall use and occupy such substitute facilities according to the same terms and conditions as are set forth in this Agreement. If the Dairy is unable to provide such substitute facilities, the Dairy may, at its discretion, offer User a full or partial refund of the Deposit based on the User's inability to use Facilities. If User is offered and refuses to utilize substitute facilities, the User will not be entitled to any refund of the Deposit. The Dairy shall not be liable for any loss or damage suffered by the User arising from the cancellation, postponement or relocation of the Event.

7.0 Condition of the Premises:

- 7.1. User acknowledges that it has inspected the Facilities for the Event and finds such Facilities suitable for its use relating to the Event. User further acknowledges that the building in which the Facilities are located may be under construction and renovation during the Event, which construction and renovation may result in some disruptions, including, without limitation, relocation of the box office, closing of some restrooms and dressing rooms, temporary entrances, exits, and hallways, and, during daytime hours, some noise and dust. User hereby waives all warranties (express or implied) as to the suitability of the Facilities for the Event and hereby releases the Dairy from all liability for any and all Facilities or unsuitability of Facilities for the Event. Without limiting the foregoing the Dairy specifically makes no warranties concerning compliance of the Facilities with governmental codes. User agrees to surrender the Facilities immediately after the Event (as specified in paragraph 2.1) in the same condition as at the commencement of use of the Facilities, ordinary wear and tear thereof excepted. Without limiting the foregoing User shall specifically be responsible for the following clean-up of the Facilities: Restoration of Theater lighting, painting, sound and stage equipment and seating to resident plot within contracted time by the Dairy crew and User's staff.
- 7.2. User understands that the Facility is susceptible to sound bleed issues from other venues in the Dairy. User acknowledges that sound from other venues might be audible in the Facilities during this rental. Dairy staff will do whatever possible to help mitigate any sound bleed issues.

8.0 **Insurance:**

- 8.1. User agrees to obtain at its own cost and expense, public liability insurance of \$1,000,000 per occurrence and \$2,000,000 general aggregate for public liability in which the Dairy is named as an additional insured thereunder and the Certificate of Insurance shall specifically state that property damage coverage applies to the rented Dairy facilities and all personal property of its owner. User shall furnish to the Dairy at least 8 weeks before the Event, in a form satisfactory to the Dairy, a copy of said policy or a certificate that such insurance has been issued which shall include an endorsement to the effect that no change or cancellation in the terms of the policy shall be effective unless at least ten calendar days written notice thereof has been given the Director.
- 8.2. User shall furnish the required insurance certificate to the Dairy at least fourteen days before the rental date or this contract shall immediately be deemed null and void.

9.0 Liability:

User shall indemnify, defend, and hold harmless the Dairy and its officers, directors, managers, agents, and employees (the "Dairy Parties") from and against any and all claims, judgments, actions, damages, losses, penalties, fines, liabilities, encumbrances, liens, obligations, costs and expenses, including without limitation, reasonable attorneys' fees (collectively, "Claims") imposed upon, incurred by, or asserted against any of the Dairy Parties, by reason of any accident, injury to or death of any person or loss of or damage to any property sustained or claimed to have been sustained by anyone whomsoever, arising out of or related to the operation, use, or occupation of the Facilities hereinabove described by User, whether such use is authorized or not, or by any act or omission of User or any of its officers, agents, employees, guests, patrons, or invitees, except to the extent to which any of the foregoing are caused by the gross negligence or willful misconduct of the Dairy, its officers, directors, managers, agents, or employees. User further covenants and agrees that, if any action, suit, or proceeding is brought against any of the Dairy Parties by reason of any of the foregoing, the User shall, upon notice from the Dairy, at the User's sole cost and expense, defend such Dairy Parties in any such action, suit or proceeding by counsel chosen by the Dairy. User shall pay for any and all damage to the Dairy property, or loss or theft of such property done or caused by User or any of its officers, agents, employees, guests, patrons, or invitees. All watchmen or other protective services desired by User must be arranged for by special agreement with the Dairy. Additionally, in the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to the premises, either prior to, during or subsequent to the use of the Facilities by User, the Dairy and its officers, agents and employees shall act solely for the accommodation of the User and neither the Dairy nor its officers, agents or employees shall be liable for any loss, damage, or injury to such property.

10.0 Licenses:

- 10.1. User agrees to pay promptly all taxes, excise or license fees of whatever nature applicable to the holding of the Event and to obtain all appropriate municipal, state, or federal licenses including copyright and music performance licenses required for the usage herein permitted, and further agrees to furnish the Dairy, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees above referred to, and showing that all required licenses are in effect.
- 10.2. User agrees to report all pertinent information to BMI and ASCAP and SESAC and pay all applicable fees for music used as part of this Event.

11.0 Control and Management:

It is understood and agreed that the Dairy hereby reserves the right to control and manage the Facilities and to enforce all necessary and proper rules for the management and operation of same and for its authorized representatives to enter the premises at any time to make inspections regarding User's conformity with the terms of this Agreement. The Dairy also reserves the right, but not the obligation, through its duly appointed representatives, to remove any persons acting in an objectionable manner from the premises.

12.0 Time: Removal of Goods:

Time is of the essence with reference to payments, time of use and any extra time for any reason desired by the User must be allowed and approved in writing by the Dairy and must be paid for in accordance with the Dairy policy. In the event any portion of the Facilities hereby licensed to User is not vacated at the end of the term of this Agreement, then the Dairy shall be and is hereby authorized to remove from said premises and store, at the expense of the User, all goods, wares, merchandise and property of any kind or description which may be then occupying a portion of said Facilities on which the term of this Agreement has expired. User must pay all removal and/or storage charges to the Dairy before such goods, wares, merchandise or property will be released to User. In any event, the Dairy may dispose of any goods, wares, merchandise and property as it sees fit after the expiration of thirty (30) calendar days from the end of the Event or permitted use. The Dairy shall not be liable for any damage to or loss of such goods, wares, merchandise or property shall not be liable for any damage to or loss of such goods, wares, merchandise or property shall not be liable for any damage to or loss of such goods, wares, merchandise or property shall not be liable for any damage to or loss of such goods, wares, merchandise or property shall not be liable for any damage to or loss of such goods, wares, merchandise or property sustained either during the removal, storage, or disposal of it and the Dairy is hereby expressly released from any and all claims for such loss or damage.

13.0 Applicable Laws: Violation:

User shall use and occupy the Facilities in a safe and careful manner and shall comply with all applicable municipal ordinances of the City and County of Boulder and the laws of the State of Colorado and of the United States of America, and all other rules of governmental authorities, as may be in force and effect during the course of this Agreement. If at any time the use(s) of the Facilities by User violate said applicable ordinances or laws, User shall either cease and desist from continuing such use(s) or surrender the premises upon demand of the Director.

- 14.0 Restriction of Activity/Limitation of Use:
 - 14.1. The Dairy reserves the right to restrict or prohibit any activity, or item associated with the Event, including, but not limited to, any person, article, conduct, or printed matter which, in the Dairy's sole discretion, is not consistent with the Dairy's commitment to the community. Additionally, the Facilities made available pursuant to this Agreement shall be used solely for the Event and shall at all times be occupied and used in accordance with current rules and regulations of the Dairy.
 - 14.2. The Dairy reserves the right to make brief announcements through the public address system or in person just prior to the beginning of any activity associated with the Event.

15.0 Additional Users:

User understands and agrees that during the term of this Agreement other events may be held in other parts of the Dairy facilities not included in this Agreement, and User shall conduct its activities so as not to interfere with such other events.

16.0 Equipment:

User agrees that it will not use the Dairy's equipment, tools or furnishings located in or about the Facilities, without the approval of the Director. Such approval not to be unreasonably withheld or delayed.

17.0 Parking:

The Dairy agrees that certain existing parking facilities will be open to such traffic as is occasioned by User's use of the Facilities, but User agrees that the Dairy need not hold such parking facilities for the exclusive use of such traffic.

18.0 Nondiscrimination:

In its use or occupancy of the Facilities, User shall comply with all applicable state, federal and local nondiscrimination laws and regulations.

- 19.0 Successors/Assignment/Subletting:
 - 19.1. This Agreement and all of its terms and conditions shall be binding on and inure to the benefit of the parties, their heirs, executors, administrators, personal representatives, successors and assigns. This Agreement may not be assigned without the prior written permission of the Director. No subletting of the facilities or terms of this Agreement are permissible.
 - 19.2. **Consent Required.** User shall not, without Director's prior written consent, sublet, assign, or otherwise encumber any interest under this Agreement.
 - 19.3. Effect of Transfer without Consent. Any sublet made without Director's prior written consent shall, at Director's option, be void.
 - 19.4. **User's Notice.** To obtain Director's consent to a transfer, User shall provide Director with written notice of: (1) the proposed effective date of the transfer; (2) a description of the portion of the premises to be sublet; (3) all of the material terms of the proposed sublet and the consideration therefore; and (4) any other information reasonably required by Director in order to evaluate the proposed sublet.

19.5. Director's Consent:

TBD if needed.

- 19.6. **Timing.** Within 14 days after receiving the User's notice of transfer, Director shall notify User in writing of: (1) its consent to the proposed sublet, or (2) its refusal to consent to the proposed transfer and its reasons therefore.
- 19.7. **Failure to Respond to Notice.** If Director does not provide written notice to User approving or disapproving any proposed sublet within 14 days after receiving notice then, the transfer shall be deemed disapproved.
- 19.8. **Conditions of Consent.** Director shall not unreasonably withhold condition or delay its consent to any proposed sublet.
- 19.9. No Release of User's Obligations. No assignment or sublease shall release User from the obligation to perform all obligations under this Lease.

20.0 Venue:

It is agreed that any lawsuits or causes of action arising out of the Agreement, the transactions contemplated herein, or arising out of the benefits established hereby, shall be venued in the courts of the City and County of Denver, Colorado to the extent those courts are reposed with jurisdiction. All of the parties hereto submit to the personal jurisdiction of those courts.

21.0 Governing Law:

This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Colorado.

22.0 Amendment and Modification:

22.1. Subject to applicable law, this Agreement may be amended or supplemented only by written agreement of the parties hereto.

23.0 Entire Agreement:

This Agreement, including the other documents referred to herein which form a part hereof, embodies the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

24.0 Notice: Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

TO: Dairy Arts Center Melissa Fathman, Executive Director 2590 Walnut Street Boulder, CO 80302

TO USER: The Mariposa Collective 1153 6th St. Boulder, CO 80302

25.0 No Interest or Estate:

It is expressly agreed and understood that this Agreement shall not operate or be construed to create the relationship of landlord and tenant between the parties hereto under any circumstances whatsoever and no tenant remedies of a landlord-tenant relationship shall be available to User. User agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Facilities or any other the Dairy Arts Center premises by virtue of this license or its occupancy or use hereunder.

- 26.0 Exhibit A: Is also made part of this Agreement.
- 27.0 Exhibit B: The attached rules, regulations and policies of the Dairy are also made part of this Agreement.
- 28.0 Exhibit C: The Dairy Arts Center Ticketing Agreement is also made part of this Agreement.
- 29.0 Exhibit D: The Dairy Arts Center Marketing Agreement is also made part of this Agreement.
- 30.0 Exhibit E: The Dairy Arts Center Catering Agreement is also made part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the days and dates set forth below.

USER: BY:

TITLE: <u>Mariposa Collective Core Memb</u>e**D**ATE: <u>2/14/2023</u>

NON-PROFIT OR TAX EXEMPT #<u>31-1569145</u>

DAIRY ARTS CENTER:

BY:	h	FÆ

TITLE: Executive Director DATE: 2/14/2023

ENTIRE CONTRACT VOID IF NOT SIGNED AND RETURNED WITH DEPOSIT BY DATE IN 3.1

Exhibit A

TO USER: The Mariposa Collective 1153 6th St. Boulder, CO 80302

PRIMARY CONTACT & PHONE NUMBER:

Jennifer Jones 720-635-1028 jenypjones@gmail.com

RENTAL DATES, RENTAL PERIODS & PERFORMANCE TIMES:

<u>2/22/24-2/25/24; 8:30AM - 11:00PM</u> Facility rental rate. Grace Gamm Rental - daily w/tech \$472.50 x 4 =\$1,890.00

Total rental fee: \$<u>1,890.00</u>

Unapproved overtime facility rental charge: \$150.00 per hour (Any part of an hour(s) beyond scheduled rental times without prior approval by Technical Director; provided that absent extraordinary circumstance, such approval shall not be unreasonably withheld.)

STAFF SCHEDULE & RATES

House Manager \$20/hr four-hour minimum - x 3 performances - \$240.00

Total staff fees: \$240.00

- Technical Directors will be allowed a minimum 30-minute break for every 5 hours worked.
- Weekly rates in the Grace Gamm Theater and Gordon Gamm Theater include up to 40 hours with a Dairy Technical Director. Daily Rates include up to 8 hours. Any hours worked outside of building hours will count as 1.5 hours. Any hours over 40 hours per week will be billed to User at a rate of \$55/hour. The Dairy's Technical Director will be required whenever the Dairy's technical equipment is being used in the Grace Gamm Theater and the Gordon Gamm Theater.
- For Grace Gamm Theater and Gordon Gamm Theater rentals, production schedule must be submitted to Technical Director at least 4 weeks prior to check-in. If schedule is not submitted by User, tech hours will fall within Technical Director's standard schedule. Technical Director is provided for the sole purpose of maintaining lighting and sound equipment provided by the Dairy, and must be present at all times User is operating or handling Dairy owned lighting and sound equipment.
- Carsen Theater rentals include check-in and check-out. The Technical Director is required to supervise check-in and check-out. Check-in and check-out will each last approximately 30 minutes to 1 hour. Specific check-in and check-out times must be scheduled with Technical Director prior to rental start date at Pre-Production Meeting or earlier.
- For Carsen Theater, if User wishes to employ Dairy Staff as Technical Director during production, Technical Director can be contracted privately, based on Technical Director's availability & schedule.
- The House Staff is a representative of the Dairy Arts Center and helps User with any facility related issues while ensuring the Dairy and governmental policies are adhered to by User and User's customers. A minimum of one house staff person is required for all events and performances. House staff must be scheduled for a minimum of 4 consecutive hours.

EQUIPMENT FEES

No additional equipment requested at this time.

Total equipment fees: \$<u>0</u>

TICKETING FEES

Initial Build for first 8 shows Additional Shows - after 8 shows Additional fees as User requests (See Exhibit C) \$175.00 fee \$25.00 fee per show As Per Used

Total ticketing fees: \$_175.00

TOTAL RENTAL CHARGES: \$2,305.00, \$2 per ticket sold, \$2 per subscriber ticket, \$0.50 per comp ticket, \$0.50 credit per Dairy comp, other fees as per User request.

User initial to acknowledge having read and understood exhibit A $\underbrace{\mathcal{P}\mathcal{P}}$

Exhibit B

VENUE REGULATIONS

Capitalized terms used but not defined herein shall have the meaning given to them elsewhere in the Agreement.

CONTACT PERSONS

The Main Contact and Alternate Contact (each a "*Contact Person*") must sign and be responsible for the Agreement. Instructions and rental information will only be given to one of the Contact Persons and it is such Contact Person's responsibility to communicate contractual requirements and restrictions to ALL others involved in the activity. Additional work time spent with other members of the organization/company other than a Contact Person may result in additional fees to cover additional staff time.

CHECK-IN

- A. Keys: No keys shall be issued until all payments are made in full. Keys will only be issued to the Contact Person, or such other individuals as designated by the Contact Person in writing in the Event Details.
- **B.** Check-in: Check-in shall be conducted in accordance with current Dairy policies and will be conducted by the Technical Director or designated Dairy staff member.

THEATER ACCESS

- A. User is responsible for allowing access to rented space for all affiliates.
- **B.** Dairy staff shall not unlock theater doors for any renters or affiliates. Controlling access is entirely the responsibility of the User.

GUIDELINES FOR FACILITY USAGE

- A. In order to guarantee the temporary use of the loading dock (located in the backstage area of the Gordon Gamm Theater), it must be scheduled with the Dairy's Client Services Manager at least three months prior to the first scheduled rental date.
- **B.** Performances and performance times must be approved by Dairy staff. Furthermore, Dairy staff maintains the right to amend preferred performance times based on previously agreed upon performance schedules.
- C. No food is allowed in the performance venue. Drink is allowed if it is contained in a non-glass, shatterproof container.
- D. There is NO SMOKING, NO FLAME, NO FIRE, NO INCENSE allowed anywhere in the building.
- E. Fog machines are permitted in the theater spaces with the acknowledgement that an excess of fog may cause the HVAC to go into protection mode and shut down. The Dairy and its staff are not liable for the faulting or shut down of HVAC units due to fog; and any damage or service calls related to a shut down may be billed to the User. Talk to your Technical Director about a level of fog that will minimize the chance of a shut down.
- F. Doors will open and the audience will be permitted to enter each theater a minimum of 30 minutes prior to the stated performance start time.
- G. User shall utilize no more than ONE table for promotional materials in the MacMillan Family Lobby immediately prior to, during, and following Performances.
- H. User shall follow all current policies & rules regarding banners, posters, and signage placed throughout the Dairy.
- I. Absolutely no glitter allowed including costumes & make-up.
- J. Lock-Down: User acknowledges that for security reasons, all doors to the Venue are locked from 11:00pm to 8:30am, and all Users must vacate the premises between these hours. User must get written permission if they plan to stay in the Facilities at any time during the Dairy's lock-down hours. User agrees that it shall be solely responsible for all liabilities and expenses associated with its use of the Venue after that time. The User shall pay additional fees as determined by the Dairy in its sole discretion to include, but not be limited to, additional tech fees, additional house manager fees, additional facility usage fees, and security fees.
- **K.** Seat Tax: The City of Boulder requires collection and payment of a five percent (5%) admission seat tax for each ticket sold. User is solely responsible for collecting and remitting this tax amount directly to the City of Boulder. The Dairy does not collect/remit seat tax on behalf of User.
- L. Materials/Substances: The use of any extraordinary tools, materials or substances including but not limited to fire, spray-paint, solvents, etc. must be pre-approved in writing by the Dairy prior to Event. In addition, the use of musical equipment, lighting devices, power generators, etc. must be pre-approved in writing by the Dairy. The

Dairy reserves the right to refuse the use of specific materials and substances as necessary.

- **M.** Ushers: If Facilities is used for a ticketed event, User must provide at least one usher for each entrance for all public entrances to the Facilities. Ushers are responsible for tearing tickets, distributing programs, ensuring NO FOOD is allowed in the Facilities, and cleaning up event debris (including all event related signage and programs) at the conclusion of the event. User ushers will report to Dairy House Manager and willingly follow and enforce all Dairy policies. The Dairy reserves the right to supply volunteer ushers to User (User fees may apply).
- **N.** Scheduling: All access to the facility must be scheduled by appointment through the Dairy. The delivery and pick-up of rental equipment (i.e. tables, chairs, etc.) should be outlined in Addendum A and approved by Dairy staff if applicable.
- **O.** Noise: User shall comply with the City of Boulder Noise Ordinance. All entertainment to include bands, deejays, stereos, etc. shall end by 11 p.m.
- **P.** Security: Security may be required for some events as determined by the Dairy in its sole discretion. Any security necessary shall be provided at User's expense by the Dairy's customary security provider, or another security provider of the Dairy's choosing.
- Q. Storage: No short or long-term storage is available.
- **R.** Certain Restrictions. The Dairy reserves the right to restrict or prohibit for any reason any activity or item associated with an event, including, but not limited to, any person, article, conduct or printed matter which, in The Dairy's sole discretion, is not compatible with the character of the Dairy.

FOOD & BEVERAGES; CATERING

A. No food is allowed in the performance venue. Drink is allowed if it is contained in a non-glass, shatterproof container.

CHECK-OUT & CLEANING

- **A.** Check-in/Check-out. The User shall comply with the Dairy's then-current check-in/check-out policies in place at the time of the Event.
- **B.** Cleaning. At the expiration or termination of this Agreement, the facility shall be in as good a condition as when User commenced the use thereof, normal wear and tear excepted. By way of example and not limitation, User shall collect and remove all excess materials, including signage, not in place previous to the use of the space; trash must be picked up from all bathrooms, hallways, and rooms used; all decorations and signage must be removed; all furniture returned to its original position; floors must be swept and mopped; and all User's equipment must be removed. The Dairy cannot store, secure, or dispose of abandoned items. Remaining items will be removed at User's expense. Additional cleaning fees may be accrued to the User if the facility is not adequately cleaned or if the User fails to return the space to its original condition. Any cleaning done by the Dairy shall be provided at the Dairy's then-current rates, in addition any other fees that may be assessed by the Dairy in its sole discretion.

DAMAGES

- **A.** User shall be liable for any damage to the Venue, and/or property therein which may be caused by its actions or negligence or the actions or negligence of any of its agents, employees, Users or invitees.
- B. Any re-keying required as a result of lost or unreturned keys will be charged to User.

User initial to acknowledge having read and understood exhibit B $\fbox{}$

<u>Exhibit C</u>

EXHIBIT C: DAIRY ARTS CENTER TICKETING AGREEMENT

The following language constitutes an agreement between the Dairy and the User to provide ticketing services for the Event.

TICKETING FEES

Initial Build for first 8 shows	\$175.00 fee
Additional Shows - after 8 shows	\$25.00 fee per show
Changes to build after approval	\$25.00 fee per change
Embedded Ticketing Fee,	\$2.00 per ticket (Includes pre-printed tickets)
Additional fees as User requests	As Per Used
Subscriber Tickets	\$2.00 per ticket
Dairy comps	\$0.50 (fifty cents) credit per ticket
Comp Tickets	\$0.50 (fifty cents) per ticket
Comp Tickets less than 24 hours in advance	\$2.00 per ticket
Pre-printed Tickets returned	\$0.50 (fifty cents) per ticket/\$1.50 credit to user

Event Management (Reserved Seat or General Admission shows)

-Covered in the Initial Build fee of \$175.00 -Initial Ticket Build and ongoing management of Event, including comp tickets -Posting tickets on sale at <u>www.thedairy.org</u> website -Event follow-up reports

Box Office Sales

-Covered in the Ticketing Fee of \$2.00 per ticket (embedded in base ticket price and collected at settlement)

-Night-of-show box office support

-Supports overall box office operations

-Promotion of Event (Dairy e-blast, website, and flatscreen monitors)

Comp Tickets

The Dairy will print comp tickets for User personnel to distribute directly or for pickup by the patron at Will Call. User will provide Box Office Manager with a request for comp tickets no later than 24 hours prior to performance time. Changes will only be permitted within 24 hours of Performance or Event start time with written permission of Box Office Manager. The Dairy will charge \$0.50 (fifty cents) for each comp ticket requested more than 24 hours in advance and \$2.00 for each comp ticket requested less than 24 hours in advance.

The Dairy reserves the right to utilize no more than two tickets (Dairy comps) per Event to be used by Dairy staff, board, and others at the discretion of the Dairy. Dairy comps are credited back to User at \$0.50 (fifty cents) per ticket.

Preprints

-Pre-Printed tickets provided for sale by User or third parties: \$2.00 per ticket.

-User collects all ticket revenue from patrons and the Dairy will collect \$2.00 per ticket sold at settlement. -The Dairy will credit User \$1.50 for each ticket returned by User to Box Office no later than 72 hours before performance time.

Service Fees

Patrons purchasing tickets In-Person at Box Office will not be assessed any service fees. Tickets purchased by Phone from Box Office, or Online through the Dairy Website, will be assessed per ticket fees according to the fee schedule below.

Please note that these fees are *on top of the base price of the ticket*, and are paid by the patron. They are different from the Ticketing Fee of \$2.00 per ticket (embedded in base ticket price and collected at settlement), mentioned above.

The Service Fee will be 13% of the ticket cost. For example, the service fee on a \$25.00 ticket is \$3.25.

Exclusivity

All sales and transactions shall be conducted through the Hartman Box Office. No satellite office sales are permitted. The Hartman Box Office will only sell tickets for events at the Dairy Arts Center Venues. Ticket sales of any events held outside of the Dairy Arts Center premises are the sole responsibility of User. The Dairy reserves the exclusive right to administer the provisions and arrangements for the sale and collection of tickets. These rights include the sale and distribution of tickets on behalf of the User through the Box Office, and if contracted, the collection of tickets at the time of each event. All ticket sales shall be made pursuant to the Dairy's current Ticketing Agreement, as outlined below.

Third Party Sales

Using a third party ticketing service without approval from Box Office Manager will result in a \$500.00 penalty and \$2.00 fee per third party ticket sold. Any tickets sold through a third party ticketing system that exceed the venue's maximum capacity will result in a \$25.00 fee per ticket.

Terms and Conditions

User shall include the details of the Ticketing Terms and Conditions policy (provided by the Dairy Arts Center) on all digital and written material that accompanies ticket sales. Please see the following link: tickets.thedairy.org/online/termsandconditions

Ticketing Form

8 weeks in advance of show, User shall provide the Dairy with the Ticketing Form. User must include all information required for the ticket build, including but not limited to the working title, working description, company logo, any and all Performance dates and times, and ticket prices. No later than eight weeks prior to the first performance date, User shall provide the Dairy the finalized Ticketing Form.

Performance Build Changes

Updates or additions requested to performance builds (i.e. pricing, price charts, event descriptions, titles, photos, etc.) after final approval and/or tickets are on sale, with the exception of force majeure events, will be assessed at \$25/hour, one hour minimum. Response time by the Dairy Arts Center is a minimum of three business days after the Dairy Art Center's written acknowledgement of the request and User's approval of charge estimate.

Capacity, Seating and Number of Tickets Sold

The number of tickets to be sold to any Event will be determined by the User and the Dairy. Furthermore, the Dairy Arts Center determines theater capacities and seating plots in regards to public health and safety. It is not permissible to add chairs to increase capacity in the Gordon Gamm or Grace Gamm Theaters. If capacity has not been reached in the Carsen, additional seats can be added with approval from Box Office Manager. User understands and agrees that the Dairy has retained "trouble" seats in the Facilities to be used at the Dairy's sole discretion at each Event for ADA or other uses, as determined by Box Office Manager (6 trouble seats in the Gordon, 4 trouble seats in the Grace, 4 trouble seats in the Boedecker, and 2 trouble seats in the Carsen). These seats may be released to the User at Performance time or Event start time only at the discretion of the Dairy. The Dairy reserves the right to utilize no more than two tickets per Event to be used for Dairy staff, board and others at the discretion of the Dairy. Anyone occupying a seat or in attendance at the performance must purchase a ticket to the Event or hold a comp ticket, including volunteers, members associated with User and children over the age of two years.

Marketing and Promotions

The Dairy reserves the right to review promotional items for each Event taking place at the Dairy before those materials are distributed to the public.

Fees for Service

The User shall be responsible for all fees associated with the setup, management and sale of tickets for the contracted Event, which shall be determined by the Dairy in accordance with current Dairy policies at the time tickets go on sale.

Payment Schedule

The Dairy shall deposit all ticket monies collected into a Dairy bank account. The Dairy shall distribute to the User the monies for tickets sold via bill.com, minus fees for service, additional service charges, returned check charges, rental fees, labor recovery costs, and any other amounts owed the Dairy by the User. Distribution of monies due User shall be made

no later than 30 days after event/performance. The Dairy shall hold sufficient funds to cover any disputed charge not resolved within 30 days for an additional 90 days after distribution is to be made (i.e., 120 days after Event).

Payment of disputed monies shall be made only after dispute is resolved. If there is no resolution after 120 days past date of Event, disputed funds shall be deemed belonging to or owed to the Dairy.

Refund Policy

The Dairy has a "no refund" policy. In some cases, exchanges may be possible, and a fee may apply. It is the responsibility of the User to administer refunds (if any) for a canceled or rescheduled Event. In the case of a sold out event User may choose to release and resell any comped tickets or returned tickets at the consent of the patron for which the ticket was purchased. The Box Office will not resell any unclaimed tickets without the direct consent of the patron.

Theater Entry (Carsen Only)

Due to flexible seating in the Carsen Theater it is the responsibility of the User to provide Box Office Manager actual seat capacity once staging is set. Seat capacity should be communicated prior to first event. Dairy Arts Center Box Office Manager has the right to enter the theater to confirm seats in the theater at a time agreed upon by the Box Office Manager and User.

User initial to acknowledge having read and understood exhibit C $\underbrace{\mathcal{P}}$

<u>Exhibit D</u>

EXHIBIT D: DAIRY CENTER MARKETING AGREEMENT

STANDARD MARKETING PACKAGE:

For ticketed events, some marketing services are included in your initial ticket build fee (see exhibit C ticketing). For non-ticketed events, these services are available for a \$50.00 fee:

- A landing page on the Dairy's website for your event
- A flatscreen slide that advertises your event at the Box Office
- Postering within the building user provides poster to be hung by Dairy marketing staff after review and approval
- A listing of your event in the Dairy's monthly printed calendar
- A listing in the Dairy's weekly email newsletter, one week prior to your event
- Social media sharing at the discretion of the Dairy's marketing staff

Terms and Conditions

User shall include the details of the Ticketing Terms and Conditions policy (provided by the Dairy Arts Center) on all digital and written material that accompanies ticket sales. Please see the following link: <u>https://thedairy.org/dairy-arts-center-hartman-box-office-terms-conditions/</u>

USER ADVERTISING

- **A. Event Information.** No later than eight weeks prior to the first performance date, User shall provide the Dairy the finalized Ticketing and Marketing Form.
- **B.** No Infringement. User represents that it has obtained all necessary licensing for any and all copyrighted materials or other intellectual property intended to be used or reproduced during or in connection with the Event.
- **C. Publicity & Signage:** User shall include the name "Dairy Arts Center" and the Dairy's logo in all programs & advertising, 3" by 3" or larger for print and 700 pixels by 700 pixels or larger for digital, for all Events in accordance with the Dairy's then-current marketing and logo policies. Printed, typed or computer-generated signs can be hung in designated areas around the Dairy for directional and/or promotional use at the discretion of the Dairy. Handwritten signs are not allowed.
- **D.** The Dairy requests the inclusion of its Box Office Manager and Marketing Director on Users marketing and email distribution list to ensure receipt of all communications.

User initial to acknowledge having read and understood exhibit D $\underbrace{\bigcirc}$

<u>Exhibit E</u>

EXHIBIT E: DAIRY CENTER CATERING AGREEMENT

The following language constitutes an agreement between the Dairy and the User listed above to provide catering services for the Event.

Exclusivity

All Food and Beverages served in the Dairy Arts Center must be provided by a licensed caterer that is in good standing with the City of Boulder. Food provided by a caterer must be offered free to all guests of the event. The Dairy Arts Center's food license does not allow food to be sold within the premises unless it is provided by the Polk Café. The Dairy offers a small kitchen for staging; however, it is not able to support on-premises cooking or preparing. Liability for a caterer from outside the Dairy is the responsibility of the event sponsor/renter.

Preferred and One-Time Caterer

User must notify the Front of House Manager of the chosen caterer no later than two (2) weeks prior to the event. Food from any catered event will not be bagged, boxed, or leave the premise whether catered by the Polk Café, a preferred caterer or a one-time caterer. There is no charge to use a Preferred Caterer. There is a \$60.00 kitchen buy out fee per instance to use a One-Time Caterer with a cap of \$300.00 per day. One-Time Caterers must sign the agreement below.

Catering Intake Form

At the time of contract signing, User shall provide the Dairy with the Catering Intake Form. User must include all information required for the Polk Café catering, including, but not limited, to the name of the preferred or one-time caterer, the type and quantity of non-alcoholic and alcoholic beverages, and payment type. No later than eight (8) weeks prior to the first event or performance date, User shall provide the Dairy the finalized Catering Intake Form

Liquor Services

State of Colorado regulations require that no alcoholic beverage be brought into the Dairy Arts Center by anyone except the Liquor Licensee. The Dairy is the sole licensee. No liquor is allowed in any back-stage area.

Special Event Liquor Permit

Pursuant to State of Colorado regulations, "a special event liquor permit cannot be issued on an already liquor licensed premise (no double licensing)." The Dairy Arts Center can only allow special event liquor permits in the McMahon Gallery. A staff member or volunteer must be stationed at the doors to inform patrons that the special event alcohol must not leave the gallery, and alcohol purchased at the Polk Café must not enter the McMahon Gallery for the duration of the event. The Dairy Arts Center must refuse a liquor delivery outside of the designated special event permit time frame. If liquor is left on the premises after the special event liquor permit expires, it will be disposed of.

The City of Boulder requires special event liquor permit applications to be submitted in-person 30-days prior to an event. It is recommended that the Front of House Manager attend the pre-scheduled, in-person appointment at the City's Licensing Office with User. User must obtain written permission from the Dairy Arts Center to apply for a Special Event Liquor Permit.

Fees for Service

The User shall be responsible for all fees associated with the Food and Beverages for the contracted Event, which shall be determined by the Dairy in accordance with current Dairy policies at the time food and beverage is ordered.

Payment Schedule

Per-drink charges (including \$2.00 per person cork fee for Special Event License Permitted events; this fee does not apply to non-profit organizations) are assessed on the date of the event, and payment is due in full at the close of the event. A credit card is required at the beginning of the event to hold the tab open. Per-drink charges can be paid by cash, credit card, or check.

Upon returning finalized Catering Intake Form, Front of House Manager will arrange payment schedule agreed upon with User.

It is further agreed that if User fails to hold the Event, or Events as described in this Agreement at the agreed time or according to the terms herein, the Dairy shall retain the entire Food and Beverage deposit and all payments as liquidated damages. If event is canceled within fewer than 90 days prior to event, User agrees to fulfill the complete contract. User agrees and acknowledges that retention of the deposit shall be reasonable.

One-Time Caterer Agreement

1. At least two (2) weeks prior to the event, the caterer must provide the Polk Cafe with: A copy of the license to Operate a Food Service Establishment, and a certificate of insurance evidencing workers compensation insurance, and commercial general liability insurance in the amount of, or greater than \$1 million dollars.

2. It is not required for the client to use only those vendors from the preferred vendor list, but if a client wishes to use a caterer who is not on our preferred vendor list, prior approval must be obtained from the Polk Cafe, and a \$60.00 buyout fee is required.

3. The Polk Cafe reserves the right to refuse use of certain caterers, designers, rental companies, disc jockeys, bands, or any other party or vendor supplying goods or services.

4. Approximately 2-3 weeks prior to the event, a walk-through must be held to go over the details of the event with a member of the Dairy staff. The caterer and client must both be present for this walk-through.

5. Catering staff is responsible for setting up, and putting away all furniture used for the event unless specific arrangements are made. In-house furniture must be neatly stacked, in the manner in which it was found. Any rental furniture or other rental items must be neatly stacked at the end of the event.

6. The caterer is responsible for providing service for the event being catered.

7. All deliveries and pick-ups should occur during the time the client has rented the facility for their event. Any deliveries and/or pick-ups occurring at times other than the specifically stated rental time in the client's contract must have prior approval by Dairy staff. The Polk Cafe is not responsible for the timeliness or accuracy of deliveries made by the client, and/or their vendors.

8. The caterer will be in charge of clean-up after the event, and clean-up may not be allocated to anyone else. The caterer may not leave before the event has concluded, and clean-up has been performed to the Dairy staff satisfaction. Clean-up must take place during the time that has been rented by the client, and the client is responsible for any fees for time overage incurred by their vendors.

9. The Dairy Arts Center strongly prefers clients work with licensed caterers who will deliver the day of the event. However, a client may elect to sign a waiver form committing to transport food from a licensed caterer or vendor DIRECTLY to The Dairy for their event. These requests will be considered on a case-by-case basis and need to be submitted in advance of the event. Under no circumstances will food from an unlicensed caterer or vendor be allowed to be served at The Dairy Arts Center. Please contact the Front of House Manager should you need this waiver. The Dairy Arts Center holds the right to dispose of any food brought into the building by a client that has not been approved by the Front of House Manager.

10. Clean-up after the event shall include the following: Furniture must be put back in the way it was found and neatly stacked. All plates and dishes must be scraped clean of food and rinsed. Floors must be swept of any large debris, and checked to ensure no moisture is present.

11. All trash must be removed from the facility. The Dairy participates in the Boulder County composting & recycling program, and you are free to use the receptacles behind the building for disposing of the compostable & recyclable trash generated at the event. All cardboard boxes must be broken down and folded flat. Bottles & cans should be placed into the recycle containers and moved to the outside recycling receptacle at the end of the event.

12. All food and beverages must be removed from the refrigerator and kitchen. All kitchen surfaces must be wiped down and left as clean as they were found prior to the start of the event.

13. Absolutely no garbage or grease is allowed in the sinks or toilets.

14. Smoking is not permitted anywhere within the building.

15. Furnishings and artwork may not be moved without permission and supervision of Dairy staff. All furnishings that have been moved must be returned to their original placement, again under the supervision of a member of Dairy staff.

16. Absolutely nothing may be taped, stapled, glued, nailed, or otherwise attached to the walls, floors or ceilings without prior approval of a Dairy staff member.

17. Caterer/Vendors are required to check out with Dairy staff at the conclusion of the event. Dairy staff member must confirm that all policy and procedures have been followed, and that the facility has been left in a satisfactory condition.

18. Dairy Arts Center retains no responsibility or liability for items brought onto the property, or for any items not removed at the conclusion of the event. Rental companies must remove items in a timely manner, and at a time occurring during regularly scheduled business hours. Items not removed within 24 hours will be disposed of.

NO OUTSIDE FOOD OF ANY KIND ALLOWED INTO THE FACILITY WITHOUT PRIOR APPROVAL FROM FRONT OF HOUSE MANAGER.

User initial to acknowledge having read and understood exhibit E \bigcirc

A for the 2020 Calendar year, or tax year beginning 2020-01-01 and ending 2020-12-01 and 2020-12-01 and 2020-12-01 and 2020-12-01 and ending 2020	Form 990-N Department of the Treasury Internal Revenue Service	Electronic Notice (e-Postcard) for Tax-Exempt Organization not Required to File Form 990 or 990-EZ	OMB No. 1545-2085 2020
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Emergence Collaborators:

Riley Bartlett	(614) 424-9901	rileybartlett@gmail.com
Alli Jones	(720)201-1380	nosilladanceproject@gmail.com
Jeny Jones	(720) 635-1028	jenypjones@gmail.com
Celia Grannum Paranaud	(305) 401-3004	celia.peranaud@gmail.com
Tober Schorr	(720) 628-5759	tjschorr@hotmail.com
Betsy Tobin	(303) 588-5048	btobin@indra.com

Riley Bartlett is a non-binary writer and dancer living in Colorado. They received their MFA in Creative Writing from CU Boulder in 2019 and now teach English and writing classes at the University. They are published in *Stoneboat Literary Journal* and they love performing dances to their own writing. Their dance work has appeared in *Convergence*, The Avalon Ballroom, CU Boulder and Allegheny College. In Emergence, Riley Bartlett is a performer, writer and editor.

Alli Jones is the Artistic Director and Choreographer of Nosilla Dance Project (NDP). She began dancing at a young age in New York and was fortunate to be exposed to many different choreographers. At the age of 17, she performed professionally with Tim Martin in Connecticut, Boston and New York including Mobius Theatre & the 92nd Street Y. Alli graduated from Ohio University where she received a B.S.S in Therapeutic Arts with a Concentration in Dance and Choreography. Alli traveled to Asia where she danced at The Beijing Dance Academy where she studied Chinese cultural dance, Tai Chi, as well as studied with choreographers Doug Nielson and Dan Wagoner from the United States. She studied Balinese Dance in Indonesia, and Thai Massage in Nepal. Alli has performed for Movement Alliance, (MA Dance) Mariposa Collective, Don Atwood along with others over her years in Boulder. NDP took a couple of pieces on the road and has performed in both New York and Los Angeles. Alli is also a mom and massage and craniosacral therapist. <u>https://nosilladanceproject.org/</u>

Jeny Jones received a BA in Dance from Washington University in St. Louis in 1997. She danced with Cara Reeser, and Kim Olson and presented her own choreography in several Mariposa Collective events from 1998-2006. Jeny was a founding member of The Movement Alliance. She produced, choreographed, and performed in 4 evening length performances and multiple other events with MA between 1998 and 1009. Jeny was also a co-founder of Sephiroth Dance, a multi-media performance art troupe that performed at music and art festivals throughout Colorado and on the east coast from 2003-2010. Jeny was a Core Member with Circle Modern Dance in Knoxville, TN from 2015-2021. In Emergence, jeny is a Chorepgrapher, Performer, and Producer.

Celia Grannum Paranaud completed a B.F.A. in Dance at New York University's Tisch School of the Arts, and pursued a career as a freelance dancer, choreographer, actress and teacher in the U.S., the United Kingdom, Japan, Switzerland and The Netherlands. She has worked with the likes of Tony award winning choreographer Wayne Cilento and Rafael Bonachela, Director of Sydney Dance Company, and was a founding member of London's renowned 'Ballet Black'. Along her dance journey, Celia has also had the pleasure and honor of dancing for Antonia Franceschi, Irek Mukhamedov, Stephen Sheriff, Denzil Bailey, Sheron Wray, Union Dance Company and Kim Brandstrup in the U.K.; Sanne van der Put, Annabelle Lopez Ochoa and Jennifer Hannah in the Netherlands; Nishida Yukio in Japan; and Gus Solomons, Michael Mao and Monte/ Brown Dance in the U.S..

Celia was the founder and director of, and choreographed for 'The Movement Network' in Amsterdam. Her choreography has also been commissioned for, and performed at, The Place Prize, Resolution!, the Bridewell Theater, National Youth Dance Wales and the HIP Dance Festival, in the U.K.; Biennale de Danse in Martinique; L'Artchipel en Danse in Guadeloupe; the Rode Loper festival, Open Ateliers Jordaan and Podium Mozaïek in the Netherlands; and Boulder Arts Outdoors in Colorado.

As a film maker, Celia's films have been selected for several festivals, including the local

Sans Souci Festival of Dance Cinema, Boulder Ballet Dance Film Festival and The Nederland International Film Festival. Her films have won awards of Best Choreography at Indiedance Film Festival, Best Short in Bridge Fest and Best Film at the Feedback Romance and Relationships Film Festival. Celia is a Chorepgrapher and Performer for Emergence. <u>https://www.theconsciousnest.com/</u>

Tober Schorr is a musician living and working in Boulder, CO. He is a returned Peace Corps Volunteer (Mozambique 2000-02) and a father of a teenage son. He plays and teaches drum set, West African drumming and piano. Tober also works at CU Boulder as an accompanist for West African dance classes, leads his own band and performs with various artists on the local scene. His main interests lie in the intersection of jazz and other Afrodiasporic musical forms with music directly from the Continent. Tober is a musician for Emergence.

Betsy Tobin, Artistic Director of the *Now Or Never Theatre*, has directed and performed original theatre across the United States, in Canada, Guinea, Bali, and throughout Europe where she won awards at festivals and earned an international reputation as a solo puppeteer. Her innovative work integrates puppetry with acting, masks, shadow theatre, and video projection. During the last 15 years, she has experimented with different ways of telling stories using layered imagery in multi-media productions. Shows are often presented in unusual settings with projection on a variety of surfaces as in SHADOWS & JOURNEYS, performed in canyons across the Southwest with shadows on rock walls representing the memories of the land. Betsy is a Director, Artist, and performer for Emergence. <u>www.nowornevertheatre.com</u>



Light & Shadow over Conakry, directed in Guinea

To the Boulder Arts Commission,

February 8, 2023

I am writing this letter in support of the Mariposa Collective Community Project grant application for the show EMERGENCE to open in February 2024.

I have been a member of the Mariposa Collective since 2003. This collective of performance artists operates as a think-tank for artists of different disciplines. The Collective has gone through different phases from periods of very active cross-disciplinary creative collaborations visible in the community to phases when it quietly supports its members through artistic exchanges and grant opportunities.

In 2023, we are excited to welcome diverse new members: actors, spoken word artists, and dancers of all ages, including two people who were active in the Mariposa Collective in the past: David Ortolano, a member from 1996 to 2003 and Jeny Jones who performed in a number of Mariposa Collective shows between 1998 and 2004.

We look forward to collaborating this year as we offer a variety of surprises for the community to engage them in different ways in preparation for EMERGENCE in early 2024. The Collective is emerging from a quieter phase prior to and during the pandemic. After that period of relative isolation, we look forward to exploding into new work together, bouncing ideas off each other, and sharing this work with local audiences.

Funding the Mariposa Collective presents a unique opportunity to support a group of different artists who join together to complement and stimulate each other artistically and share resources and skills.

I hope that you will be able to fund this grant and support our unique endeavor.

Sincerely,

Betty 2

Betsy Tobin Member of the Mariposa Collective & Artistic Director of the *Now Or Never Theatre*, 1153 – 6th Street, Boulder, CO 80302

Mariposa Collective: Letter of Support

My name is Riley Bartlett. I recently joined the Mariposa Collective and am looking forward to performing and becoming an active member of The Collective. I'm a nonbinary dancer and writer in the Boulder community and it's hard to find groups that are accepting of my gender identity. I'm confident that The Mariposa Collective will give me opportunities to share my work and engage in community in a safe environment.

As an artist that's not a member of a company, I've had trouble finding opportunities for performance and to show my creative work. The Mariposa Collective will give me the opportunity to perform my work more regularly through pop-ups and will help me become more integrated in the artistic community in Boulder. I'm excited about The Mariposa Collective because I will be able to do the work I would like with support from the organization. My art often deals with themes around my gender identity and I'm looking forward to bringing these ideas to performances as well as casting diverse groups of people in my dance pieces. I am especially interested in bringing other transgender artists and dancers into pieces.

I know The Mariposa Collective is re-emerging after several years which is exciting. I'm looking forward to getting to know the old members of The Collective who have more experience in the nitty gritty details of creating performances. As a new member, I want to help in whatever way I can so the organization succeeds.

I'm also excited for the opportunities for professional development that being a part of this Collective will provide. Mariposa plans to hold community wide classes and workshops on a regular basis to build hype for performances. I love teaching and am excited to bring my writing and movement class to more members of the community. The writing and movement class is great for both dancers and nondancers because the focus is on improvisation and connection to the body. No one needs any experience to participate and I tailor the class to the people in the room. I've had students notice what if feels like to walk slowly across the floor or do the same movement over and over again for several minutes. These exercises are accessible to people of all levels. During the second part of the class, students write about what came up for them during the exercises. This could take the form of a story, memory, journal entry, poetry, etc. With the support of Mariposa, I'm excited to make dance accessible to anyone, regardless of ability.

I'm looking forward to the variety of work that will be presented through Mariposa. Because it is not just a group of one type of artist, we will be able to learn and grow form each other's processes. All of us get to bring ourselves to Mariposa and do the work we want to create.

Support Materials:

Excerpt of Betsy Tobin's work in a previous Mariposa event at the Boulder Theater: https://www.youtube.com/watch?v=nF9zr8N5-2w

Celia Grannum Paranaud's work: http://vimeo.com/532946193 http://vimeo.com/532385234 http://vimeo.com/571421098

Alli Jones, Nosilla Dance Project:

https://m.youtube.com/watch?v=WjJPBQOoi84

https://m.youtube.com/watch?v=KzTle-L_Ito

https://m.youtube.com/watch?v=flDYcXNhQuc

https://m.youtube.com/watch?v=rSoOs59xqjo

https://m.youtube.com/watch? v=_qSW0A2fwhE&list=PLY0OBF29C_z3skG-CDArOJX50pJQ7s9Sm&index=2

https://m.youtube.com/watch?v=NIIB79DJBVM&list=PLY0OBF29C_z3skG-CDArOJX50pJQ7s9Sm&index=10

Jeny' Jones's work with Circle Modern Dance:

https://youtu.be/b4FQot6URVY https://youtu.be/ANcBxDmo86o https://youtu.be/1R26tdyVDkQ