

# EXHIBIT B: TERMS AND CONDITIONS

## B1. PAYMENTS [CHOOSE PAYMENT OPTION BASED ON CLIENT'S SPECIAL PROVISIONS; OPTION 1 IS ALWAYS PREFERRED]

\*\*\*\*\*OPTION 1\*\*\*\*\*

User shall make two (2) payments prior to the Event and one (1) payment after the Event as outlined below:

- Deposit: Upon execution of this Agreement, User agrees to pay a non-refundable (except pursuant to Section B20 herein) deposit equal to **50% of the Event's Total Outstanding Charges**, which are shown in Exhibit C (Event Order Confirmation). All bookings will be considered tentative until the deposit is received and processed.
- Second Payment: User agrees to pay the **Total Outstanding Charges shown in the most recent Event Order Confirmation minus the initial deposit no later than 10 business days prior to the Event**. Failure to pay may result in a delay or cancellation of the Event.
- Final Payment: Charges for added services and/or damages incurred during the Event will be reflected in the Final Invoice, which will be sent to the User within 30 days after the Event. User agrees to pay the Final Invoice **no later than 30 days after receiving the Final Invoice**. Failure to submit payment in full within the allotted time period may result in a penalty equal to 5% of the Final Invoice amount and an annual interest of 18% will be added until full payment is received.

\*\*\*\*\*OPTION 2\*\*\*\*\*

User shall make one (1) payment after the Event as outlined below:

- User agrees to pay the **Total Outstanding Charges shown in the Final Invoice, which will be sent to the User within 30 days after the Event. User agrees to pay the Final Invoice no later than 10 business days after receiving the Final Invoice**. Failure to submit payment in full within the allotted time period may result in a penalty equal to 5% of the Final Invoice amount and an annual interest of 18% will be added until full payment is received.

The University will accept credit card payments up to a \$5,000 limit towards the Total Outstanding Charges for the Event. All further payments after this limit must be submitted by checks payable to the University of Denver and mailed to the following address:

University of Denver  
Attn: Conference and Event Services  
2199 S. University Blvd.  
Denver, CO 80208

## B2. TAX AND TAX EXEMPTION

Applicable taxes will be charged on services provided by the University. Food and beverage sales tax is 8.1%. **If User is tax-exempt, the User must provide a legible copy of documentation evidencing tax-exempt status upon execution of this Agreement.** If such documentation is not received upon executing the Agreement, the University, as required by law, will charge all applicable taxes on all services provided by the University. Thereafter, if User disagrees with the application of the tax, User may file a "Claim for Refund" with the State of Colorado Department of Revenue or City and County of Denver Manager of Revenue.

### **B3. INSURANCE**

User agrees to secure a commercial general liability insurance policy or self-insurance for a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including coverage for fire damage not less than \$300,000 per occurrence.

- The policy must be valid for the dates and times of the Event, cover all of the User's activities during the Event, and with respect to a commercial general liability policy endorsed to add "Colorado Seminary which owns and operates the University of Denver" as an additional insured.
- As evidence of such coverage, User must provide the University with a Certificate of Insurance.
- Certificate Holder must be shown as:  
**Colorado Seminary which owns and operates the University of Denver**  
**Director, Office of Risk Management**  
**2199 S. University Blvd, #414**  
**Denver, CO 80208-4842**
- **The Certificate of Insurance is due no later than 30 days prior to the Event and this Agreement shall not be binding on the parties until the University receives the Certificate of Insurance.**
- These limits may be adjusted or additional insurance may be requested by the University, pending the nature of the event.

### **B4. THIRD PARTY INSURANCE**

User must provide the University with copies of the general liability insurance certificates from all third party vendors participating in the Event. This includes external caterers, decorators, performers, and vendors of any type.

- Such vendors must show evidence of insurance coverage a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including coverage for fire damage not less than \$300,000 per occurrence.
- The policy must be valid for the dates and times of the Event, cover all of the vendor's activities during the Event, and endorsed to add "Colorado Seminary which owns and operates the University of Denver" as an additional insured.
- As evidence of such coverage, User must provide the University with a Certificate of Insurance.
- The Certificate Holder must be shown as:  
**Colorado Seminary which owns and operates the University of Denver**  
**Director, Office of Risk Management**  
**2199 S. University Blvd. #414**  
**Denver, CO 80208-4842**
- These limits may be adjusted or additional insurance may be requested by the University, pending the nature of the event.

### **B5. MODIFICATION OF THE EVENT ORDER CONFIRMATION**

The Event Order Confirmation (see Exhibit C) may be modified by the parties by way of an amended Event Order Confirmation ("EOC"). The amended EOC shall reflect the date of its preparation on each page thereof and the EOC bearing the most recent date shall be deemed enforceable as part of this Agreement.

### **B6. FACILITY REQUESTS, MOVE-IN AND MOVE-OUT**

- It is recommended that the User submit all facility requests to the University as soon as possible, but **no later than 30 days prior to the Event** to ensure that adequate space is reserved.

- All activities of the Event must end no later than 11:00 pm to allow vendors and staff to vacate the facility by midnight. Move-in and move-out times for all facilities must be scheduled in advance and will be reflected in the most recent EOC (see Exhibit C). **The User, its guests, and its vendors may not access the facility prior to the scheduled move-in time, and must vacate by the end of the scheduled move-out time.**
- Rental fees are charged from the beginning of the scheduled move-in time to the end of the scheduled move-out time. User understands and agrees to reserve the space for the full time anticipated for move-in, the Event, and move-out, and a representative of User's Event must be available to sign for deliveries, when applicable.
- **User must remove all signs, ribbons, bows, flowers, plants, boxes, equipment, and decorative or other items used during the Event by the end of the scheduled move-out time.**

#### **B7. SERVICE AND EQUIPMENT REQUESTS**

User agrees to submit all requests for room set-ups/strikes, audiovisual needs, technology or other equipment **no later than 10 business days prior to the Event.**

- Requests not received by this deadline may be subject to a late fee.
- Equipment ordered by the University on behalf of the User is the sole responsibility and shall be at the expense of the User. Any damage or loss of equipment will be billed to the User.
- **Requests for tents must be initiated at least 60 days prior to the Event.** Because tents require extensive set-up and strike measures, the University must coordinate and manage this process in advance of the Event.

#### **B8. CATERING SERVICES**

Sodexo is the exclusive caterer in many of the University's facilities and is recommended for all functions. Should the User wish to utilize another catering company, the User must consult with the University regarding the availability of a non-catering-exclusive facility. The User must also collect the necessary third party insurance documentation from the external caterer, as outlined in Section B4 ("Third Party Insurance").

#### **B9. ALCOHOL POLICY**

- Alcohol may not be served to any guest under the age of 21. Alcohol may only be served by a licensed bartender employed by the catering company servicing the Event, and who is at least 21 years of age.
- Alcoholic beverage service must cease 30 minutes prior to the end of each function.
- All alcohol consumed in catering-exclusive facilities must be purchased through the University unit owning the liquor license.
- Events in non-catering-exclusive facilities involving liquor sales (such as a "cash bar") must have a temporary liquor license from the City and County of Denver.
- For outdoor functions, all areas where alcohol is consumed must be cordoned off.
- In the event that University staff believes there has been an inordinate amount of liquor consumed, which could result in physical injury or property damage, the University reserves the right and has the responsibility to stop beverage service to all guests.

#### **B10. PARKING SERVICES**

All vehicles on the University's campus must display a parking permit issued by the University of Denver. Permits must be valid for the dates, times, and specific parking lot where the vehicle is parked.

- The User is responsible for discussing all parking needs with the University prior to the Event to avoid parking violations. This includes, but is not limited to, special parking requests for trucks,

vans, limousines or other large vehicles that may not meet the clearance limits in certain parking lots.

#### **B11. MAIL SERVICES**

Should the User need to mail materials for the Event, the User must have all items sent to the address below. Mail will be received at the University's central mail office and then brought to the Event. It is imperative that the User utilize this address verbatim.

[User Name], Bridges, Lisa  
Attn: DU Conference and Event Services  
2199 S. University Blvd.  
Denver, CO 80208

The University is providing this service as a courtesy only. The University is not acting as an agent or bailee and assumes no responsibility or liability for any loss or damages resulting directly or indirectly therefrom. This service is used by User at its own risk. The University reserves the right to reject and not to accept any packages from any carrier at its discretion. The University reserves the right to provide this service on an intermittent basis depending on available resources and space for storage of packages. The University also reserves the right to terminate this service at any time and without notice. It is the User's responsibility to understand the limitations and restrictions of this service.

#### **B12. DISABILITY ACCOMMODATIONS**

- It is both the User's and the University's responsibility to provide facility accommodations for guests with a disability or medical condition. Therefore, it is imperative that the User inform the University if any guests or potential guests are in need of such accommodations.
- In some cases, the University may request additional information from the guest in order to determine appropriate measures.
- It is the User's sole responsibility and expense to provide disability or medical accommodations pertaining to the program or content of the Event. If necessary, the University may provide the User with a list of providers of assistive services.

#### **B13. CANDLES, FIREWORKS, ANIMALS AND WHEELED DEVICES**

- The use of candles on the University's campus requires a Special Event Open Flame Permit issued by the City and County of Denver. Should the User wish to utilize candles during the Event, it is the User's responsibility to secure this permit and provide a copy to the University in advance of the Event.
- The use of fireworks (including sparklers) is illegal in the City and County Denver and not allowed on the University's campus.
- Only animals trained to assist the disabled are allowed in University facilities.
- Bicycles, inline skates, skateboards, skates or scooters are not allowed in University facilities.

#### **B14. PROPERTY DAMAGES**

The User's guests are required to respect all University property.

- **Guests may not remodel, alter, tamper with or move furniture, electrical or mechanical fixtures, or other University property.**
- The User agrees to refrain from the use of adhesives, nails, or items that may damage the premises.

- Any outdoor signage must be reviewed and approved by University prior to installation. Stakes may not be placed deeper than 5 inches into the grass in order to protect sprinklers and other underground pipes.
- Charges will be assessed on the Final Invoice for damages to buildings, furniture, lawns and/or equipment.

#### **B15. CHANGE IN FACILITIES**

The University may, at its discretion and due to unforeseen circumstances, change the assignments of rooms, venues, buildings, or any other facilities to other University facilities.

#### **B16. SAFETY AND SECURITY**

- The User assumes full and exclusive responsibility for the safety of all its guests, staff, officials, spectators, vendors, contractors, agents and employees, and the property of such persons or entities using the University's facilities during the Event, with the exception of and to the extent of the negligent actions of the University. The University reserves the right to take any necessary action, including ejection and/or cancellation of the Event, in order to protect the safety and well-being of the public, and the personnel, students, property or premises of the University.
- The University may require security at the Event, at the User's sole cost and expense. The University shall arrange all security or other protective services. The University shall also provide the necessary safety personnel pertinent to the User's Event, including but not limited to, lifeguards possessing current certification through the American Red Cross.
- The University reserves the right to refuse admission or access to its facilities to any person(s) or to eject any person(s) from the University's property if it believes, in its sole judgment, that such person(s) may in any way negatively affect the safety and security of the University, its facilities, staff and/or the User's guests.
- The University shall not be responsible for the loss, theft or damage of personal property belonging to the User or any of its guests, staff, officials, spectators, vendors, contractors, agents or employees.

#### **B17. SUPERVISION**

The User is responsible for supervising its Event guests at all times. **The University requires one adult, acting in a supervisory capacity, for every 15 minors (guests under the age of 18) in attendance.**

#### **B18. ADVERTISEMENT, BROADCASTING AND MEDIA COVERAGE**

##### Advertisement

User agrees that all advertising of any kind of the Event shall be factually correct and true, and will in no way mislead the public or damage the reputation of the University.

- The User must first inform the University of all proposed advertising and provide copies at least two weeks in advance of the release of the materials. The advertising cannot be used without the written consent of the University, which will not be unreasonably withheld. The User agrees to immediately discontinue or correct any advertising if the University determines, in its sole discretion, that such advertising is unacceptable.
- All advertising space on the University's premises is the exclusive property of the University and subject to its control. In no event, shall the User advertise on the University's premises without the prior written consent of the University.

##### Broadcasting

The University reserves all rights to determine the use of any broadcasting in any medium originating from the University's premises for User's Event. User shall make no arrangements or allow such broadcasting without written consent from University. Should the University consent in writing to any broadcasting in this regard, User is responsible for any costs associated therewith to be paid directly to the party providing the services.

#### Media Coverage

User shall inform University of any media coverage arranged by User for the Event at least 10 days prior to the Event.

#### **B19. TERM**

The term of this Agreement shall commence on the date of execution and end after the conclusion of the Event or after the University has received the full payment of all services under this Agreement, whichever is later.

#### **B20. TERMINATION**

##### Good Cause

The University reserves the right to terminate this Agreement for "Good Cause". "Good Cause" shall include, but not be limited to:

- Intervening maintenance so as to prevent the use of facilities for the Event;
- Loss of use or temporary utility outages (including, but not limited to, problems with utility systems or heating or cooling systems and loss of electricity) so as to prevent the use of facilities for the Event ;
- Administrative or operational difficulties pertaining to facilities or surrounding premises so as to prevent the use of facilities for the Event;
- Damage or destruction caused by fire so as to prevent the use of facilities for the Event;
- Strikes and/or national emergency;
- Construction delays; or
- Weather or other Acts of God, or any other cause beyond the control of the parties so as to prevent the use of facilities for the Event.

In the event the University terminates this Agreement for "Good Cause", the University shall refund any prepaid amounts minus services rendered prior to termination and any non-reimbursed costs or non-cancelable commitments incurred by University prior to termination. The University shall not be liable for loss of profits, future business opportunities or otherwise as a result of termination of this Agreement for Good Cause.

##### Violation of Laws, Ordinances, Rules and Regulations

The University may also terminate this Agreement, at its sole discretion, if it receives evidence that User and/or any of its guests, officers, directors, agents or employees have:

- Violated federal, state or local , laws, ordinances or rules and regulations or University policies and procedures;
- Acted or operated in a manner which constitutes a nuisance and/or disturbance;
- Participated in misconduct, property damage, or created circumstances presenting the reasonable threat of damage or injury to persons or property.

The User shall not be entitled to any refund of any prepaid amount in the event of any such termination. The University shall not be liable for any damages, including indirect, incidental, special or consequential

damages, as a result of any such termination and User hereby waives any other claims, damages or liability on the part of the University.

#### Termination by User

If the User terminates this Agreement other than for University's breach of this Agreement or Good Cause or fails to take possession of and to use the facilities and/or services in accordance with this Agreement, then the University shall be entitled to seek its rights and remedies at law or in equity up to the date of termination and all reasonable costs and expenses. The User further agrees that University shall be entitled as follows:

- If termination by the User occurs less than 30 days prior to the Event, the User will be liable for 100% of the Total Outstanding Charges reflected in the most recent Exhibit C (Event Order Confirmation).
- If termination by the User occurs more than 30 days prior to the Event, [the University will retain the non-refundable deposit as described in Section B1 ("Payments")] [OR] [the User will be liable for 50% of the Total Outstanding Charges reflected in the most recent Exhibit C (Event Order Confirmation)] [depending on payment option selected under B1]

#### Notification of Termination

In the event of termination of this Agreement for whatever reason or cancellation of User's Event, User shall be responsible for adequately informing the public and any other appropriate individuals and/or entities of the cancellation, at its own expense. The University shall not be liable for any agreements or contracts entered into for the purposes of promoting User's Event, or for loss of deposits or other monies, as a result of cancellation of the Event or termination of this Agreement.

### **B21. LIABILITY**

The parties agree to be responsible for their own negligent acts and omissions. It is specifically understood and agreed that nothing contained in this Agreement shall be construed as (a) an expressed or implied waiver by the User of its governmental immunity or (b) the consent of the User to be sued.

### **B22. MISCELLANEOUS**

#### Non-Smoking Policy

The University's campus is 100% smoke-free and smoking is not allowed indoors or outdoors on campus property; this does not apply to sidewalks or other public areas surrounding the University's campus. The User agrees to promptly inform all guests regarding this policy to ensure a pleasant experience for all. For more information, please visit [www.du.edu/smokefree](http://www.du.edu/smokefree).

#### Acceptable Use of Computer and Network Systems

The User and its guests must comply with the University's Technology Services Policies and Procedures for use of computers, networks, and support while on campus for the Event.

- The User is responsible for any and all expenses related to the misuse of computers, networks, or any other technology services provided. Any defiance of these policies may result in a penalty of \$1,000 plus any other incidental expenses.
- User may access the University's Guest Wireless Network with Event-specific credentials issued by the University only.
- For more information, please visit [www.du.edu/uts/policies](http://www.du.edu/uts/policies).

#### Non-Discrimination

In connection with this Agreement and the User's Event, the parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, national origin, age, religion, disability, sex, sexual orientation, gender identity, gender expression, genetic information, marital status, or veteran status.

#### No Third-Party Beneficiaries

It is expressly understood and agreed that nothing contained herein shall give or allow any claim or right of action by any other or third person not a party to this Agreement.

#### Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. In the event of a dispute arising out of this Agreement, any hearing, trial or other legal proceeding shall be held in Denver, Colorado.

#### Assignment

Neither party's rights nor interests under this Agreement may be assigned, pledged or encumbered without the other party's prior written consent.

#### Amendments

This Agreement may be amended at any time only by a written instrument duly approved by the University through its designated representative and accepted by the User.

#### Severability

If any provision of this Agreement shall be deemed invalid or unenforceable, this Agreement shall be deemed to have been amended to delete any such invalid or unenforceable provisions, without affecting the enforceability of the remainder of this Agreement.

#### No Waiver

No waiver by the parties of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

#### Survival

The provisions of this Agreement that, by their sense and context, are intended to survive performance by either or both parties shall also survive the completion, expiration, termination or cancellation of this Agreement.

#### Compliance with Policies

The User and all of its officers, directors, employees, and guests shall comply with the User Deadline List and the Terms and Conditions attached to this Agreement. The User is responsible for informing all guests of Terms and Conditions of this Agreement as promptly as possible and prior to the start of the Event.

#### Acceptance of Deadline List

The User agrees to the dates listed in Exhibit A (User Deadline List).

#### Acknowledgment

Each party acknowledges that it has read and understands the provisions of this Agreement, and that such provisions are reasonable and enforceable.