

EXHIBIT B: TERMS AND CONDITIONS

B1. PAYMENTS

- The User shall provide CES with a valid fund and organization number for the Event at the time this Agreement is signed.
- Charges for housing, meals, 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 all charges for the Event no later than 10 business days upon receipt of the Final Invoice. CES will charge the full amount of the Final Invoice, via journal entry, to the fund and organization numbers provided by the User.**

B2. TAX AND TAX EXEMPTION

CES will not charge the User for any taxes. **The User is responsible for following Colorado and City and County of Denver tax laws and for collecting taxes from guests, when applicable.** In Denver, Colorado, lodging sales tax is 14.85% (Denver and Colorado combined) and food and beverage sales tax is 8.1% (Denver and Colorado combined). If User has any questions regarding the applicability of tax on the services to be provided to guests, User should contact the Office of the Controller. **If a guest is tax-exempt, the guest must provide a legible copy of documentation evidencing tax-exempt status to User in accordance with Colorado and City and County and Denver tax laws.** If such documentation is not received by User, the User, as representative of the University and as required by law, must charge all applicable taxes on all services provided to guests. Thereafter, if a guest disagrees with the application of the tax, the guest may file a "Claim for Refund" with the State of Colorado Department of Revenue or City and County of Denver Manager of Revenue.

B3. THIRD PARTY INSURANCE

The User is responsible for following the University's Risk Management policies for third party vendors. It is to the User's advantage to collect 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. For more information, please visit www.du.edu/risk/insurance_requests/COI.html.

B4. MODIFICATION OF THE EVENT ORDER CONFIRMATION

The Event Order Confirmation (see Exhibit D) 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.

B5. HOUSING

The following provisions apply to the housing services provided for the Event.

Room Block

The room block allocated to the Event is based upon the estimated number of overnight guests provided by the User in the initial reservation request. Should attendance increase or decrease by more than 20 guests or 10% (whichever is lower) following the Effective Date of this Agreement, it is the User's responsibility to immediately inform CES of such changes in order to verify availability of additional rooms or to release rooms in the room block, whichever the case may be, and to amend Exhibit D (Event Order Confirmation). CES makes no assurances as to the availability of additional rooms requested after the Effective Date of this Agreement.

Housing Guarantee

User agrees to provide CES with a **signed Housing Guarantee no later than 30 days prior to the Event.**

- If the actual overnight attendance is more than 5% higher than the guaranteed number of guests, CES will try to accommodate all guests to the best of its ability, but CES is not obligated to provide rooms for more than 5% of guests over the guaranteed number.
- Upon conclusion of the Event, CES will bill the User for the actual overnight attendance amount or the Housing Guarantee amount, whichever is higher.

Room Assignments

Upon receipt of the Housing Guarantee, CES will provide the User with a blank rooming list containing all rooms within the room block allocated to the Event. The User must assign rooms to Event guests and submit the completed rooming list to CES **no later than 5 business days prior to the Event.**

- Assignments must be gender-specific within rooms and suites. In non-air-conditioned buildings, each floor must be entirely gender-specific.
- CES does not allow adults to share sleeping rooms or suites with minors (guests under the age of 18).
- Exceptions to the above can be made in family situations and are subject to CES's approval.

Check-in

Check-in must take place after 3:00 pm on the scheduled arrival date.

- If the User wishes to schedule guest check-ins prior to 3:00 pm and/or prior to the scheduled arrival date, such requests must be submitted to CES **no later than 30 days prior to the Event and are subject to CES's approval.**
- **Approved early check-in prior to 12:00 pm on the scheduled arrival date will incur an early check-in fee of \$10.00 per person.**

Check-out

Check-out must take place before 10:00 am on the scheduled departure date. Failure to check-out on time may result in a \$10.00 late check-out fee per person.

- If the User wishes to schedule guest check-outs after 10:00 am and/or later than the scheduled departure date, such requests must be submitted to CES **no later than 30 days prior to the Event** and are subject to CES's approval.
- **Approved late check-out after 12:00 pm on the scheduled departure date will incur a late check-out fee of \$10.00 per person.**
- User's guests must check-out by turning in their room key at the front desk during the scheduled check-out date and time. All personal belongings must be removed from the rooms.

Lost Keys, Damages, and Cleanup

- If a guest leaves campus without turning in the room key, CES will proceed to replace the lock and the User will be charged the replacement fees. The replacement fee for a lost key in **[building name]** is \$**[cost]** each.
- The User will be held responsible for any damages or alteration to the sleeping rooms or residence hall. Fees will be assessed for replacement and/or repair costs as outlined in Section B15 ("Property Damages").
- A \$25.00 custodial fee per sleeping room will be assessed for rooms left excessively dirty or with an excessive amount of trash. This includes, but is not limited to, leaving large amounts of food in the micro-fridges and trash that is overflowing from the bins. CES recommends that the User conduct room checks prior to check-out in order to avoid such fees.

Attendance and Minimum Age

- Only User’s guests participating in the Event and listed on the rooming list delivered to CES 5 days prior to the Event may occupy the assigned rooms. No other individuals not affiliated with User or participating in the Event, including friends or family members of User’s guests, may occupy the assigned rooms.
- **The minimum age for overnight guests is 8 years of age**, as the University’s residence halls are not equipped to accommodate children under this minimum age.
- The User agrees to abide by the University of Denver’s requirements on supervision for overnight guests as described in Section B7 (“Supervision”).

Availability of Front Desk Service

CES requires a minimum of 50 overnight guests in order to offer 24-hour front desk service in each residence hall.

- If the Event has less than 50 overnight guests and there are no other guests in the building to total 50, the front desk will have limited hours and an on-call number will be posted in the lobby when the front desk is closed.
- In some instances, this may result in no front desk service outside of scheduled check-ins or check-outs.

Amenities

The following amenities are provided in the sleeping rooms or are available in the residence halls:

- A bed, desk, chair, dresser, closet, and linen packet for each guest (guests staying longer than 6 nights may exchange their sheets and towels on Friday mornings);
- Refrigerator and microwave in each room or suite;
- Laundry rooms and vending machines in the common areas;
- Complimentary wireless internet access (with credentials provided by CES).

The following items may be obtained, purchased or borrowed from the front desk:

- Lock-out keys and parking permits;
- Trash liners and extra toilet paper;
- Change for laundry or vending machines;
- Fans (non-air-conditioned buildings only; available on a first-come, first-serve basis);
- Game equipment (may only be checked out by guests 18 years of age or older).

The following items or services are NOT available in the residence halls:

- Toiletries and hangers;
- Laundry detergent;
- Dishware and cooking utensils;
- Housekeeping services (guests must take out trash and clean their rooms as necessary).

Mail Services

Guests of the Event that wish to receive mail must have all items sent to the address below. Mail will be received at CES’s central mail office and then distributed to the residence halls. It is imperative that guests utilize this address verbatim.

[Guest 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 and Event guests at their 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 inform all Event guests of the limitations and restrictions of this service.

Residence Hall Fire Safety System

Rooms are equipped with the latest technology in fire safety, offering a high level of protection in the event of a fire. The User and its guests must be aware of some very important precautions:

- Each sprinkler head operates with a "fusible link" which is a small device that melts under the heat of fire and releases a water flow of 40 gallons each minute. In addition to the heat of a fire, the sprinkler head can be activated by striking the link with an object, such as by throwing items at or hanging items from the sprinkler head.
- The fusible links are very sensitive and the User's guests must be very careful not to touch them in any way. If the sprinkler is activated by an intentionally or carelessly caused fire or for any other reason, the User will be held accountable.
- By signing this Agreement, the User understands that it will be held liable for damage if the User or any of its guests activates the sprinkler system in the absence of a real fire, whether intentionally or accidentally. It is the User's responsibility to inform all Event guests of these precautions.

Compliance with Housing Policies and Procedures

The User is responsible for communicating the University's Housing Policies and Procedures (see Exhibit C) to all overnight guests of the Event and for assisting CES in enforcing such policies.

B6. DINING SERVICES

The following provisions apply to the dining hall services provided for the Event.

Meal Guarantee

User agrees to provide CES with a **signed Meal Guarantee no later than 10 business days prior to the Event.**

- If the actual count for any given meal is more than 5% higher than the guaranteed number, the User will incur a \$25.00 service fee for each occurrence.
- Upon conclusion of the Event, CES will bill the User for the actual meal amount (plus any applicable service fees) or the Meal Guarantee amount, whichever is higher.
- User understands that requests for dining hall service after the Meal Guarantee due date will be provided based on inventory availability only and may incur additional fees based on personnel, equipment and services.

Availability of Service

The University's food service provider requires a minimum count of 100 total guests for each meal in order to open the dining hall for service.

- If the Event has less than 100 guests and there are no other guests scheduled to total 100 for a given meal, the dining hall may offer a limited service for that meal. In some cases, the dining hall may be closed.
- In the event that the University is not able to provide dining services due to low meal counts, CES will inform the User no later than 10 business days prior to each meal.

Dining Hours

Standard dining hours are 7:00-9:00 am for breakfast, 11:00 am-1:00 pm for lunch, and 5:00-7:00 pm for dinner.

- These dining hours may be expanded or decreased depending on the total guest count for each meal; therefore the User must consult with CES before finalizing meal breaks for the Event. Doing so will ensure that the dining hall is open for service as needed, avoid long lines, and allow CES to provide expedite service.
- Final meal break times must be indicated by the User in the Meal Guarantee form.

B7. SUPERVISION

The User is responsible for supervising its Event guests at all times. **The University of Denver requires one adult, acting in a supervisory capacity, for every 15 minors (guests under the age of 18) in attendance.** The User must include its supervisors in the Housing Guarantee and Meal Guarantee numbers, when applicable.

B8. DISABILITY ACCOMMODATIONS

- It is both the User's and CES's responsibility to provide facility accommodations for guests with a disability or medical condition. Therefore, it is imperative that the User inform CES if any guests or potential guests are in need of such accommodations.
- In some cases, CES may request additional information from the guest in order to determine appropriate measures, and all accommodations will be determined in conjunction with the University of Denver's Disability Services Program ("DSP").
- 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, CES may provide the User with a list of providers of assistive services obtained from DSP.

B9. 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 CES regarding the availability of a non-catering-exclusive facility. The User is also responsible for collecting the necessary third party insurance documentation from the external caterer, as outlined in Section B4 ("Third Party Insurance").

B10. 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.
- All alcohol consumed in catering-exclusive facilities must be purchased through the 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 CES staff believes there has been an inordinate amount of liquor consumed, which could result in physical injury or property damage, CES reserves the right and has the responsibility to stop beverage service to all guests.

B11. 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 D). **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.**

B12. SERVICE AND EQUIPMENT REQUESTS

User agrees to submit all requests for room set-ups/strikes, audiovisual needs or technology, registration tables, 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 CES 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, CES must coordinate and manage this process in advance of the Event.

B13. PARKING SERVICES

All vehicles on the University 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 understands that all parking needs for the Event must be coordinated by CES.**
- The User is responsible for discussing all parking needs with CES 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.
- Overnight guests of the Event may purchase parking permits at the residence hall front desk at a rate of \$8.00 daily, \$30.00 weekly, \$40.00 biweekly, or \$50.00 monthly.
- Parking permits for commuter guests must be pre-ordered through CES.

B14. CANDLES, FIREWORKS, ANIMALS AND WHEELED DEVICES

- The use of candles on 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 CES in advance of the Event.
- The use of fireworks (including sparklers) is illegal in the City and County of Denver and not allowed on the University 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.

B15. 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. No decorations or temporary fixtures may be affixed to plants, trees, woodwork, buildings or any architectural feature with nails, tacks, staples, or any application that will cause

irreversible damage to landscaping or structures. Duct tape and white masking tape are not permitted on any building, hardscape or lighting fixtures. Neither lights nor decorations may be placed on trees or plants.

- Any outdoor signage must be reviewed and approved by CES 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. CES will, to the best of its ability, try to document the names of guests when damages occur but cannot always obtain such information.

B16. CHANGE IN FACILITIES

CES may, at its discretion and due to unforeseen circumstances, change the assignments of sleeping rooms, room blocks, dining halls, or any other facilities to other University facilities.

B17. 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 University facilities during the Event. CES 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.
- CES may require security at the Event, at the User's sole cost and expense. CES shall arrange all security or other protective services.
- CES reserves the right to refuse admission or access to University facilities to any person(s) or to eject any person(s) from University 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.
- CES 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.

B18. ADVERTISEMENT

User agrees that all advertising of any kind shall be factually correct and true, and to follow the University of Denver's policies regarding media relations and/or advertising.

B19. TERM

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

B20. TERMINATION

Good Cause

CES 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;
- 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 CES terminates this Agreement for Good Cause, CES may charge User for any services rendered up to the date of termination and any non-reimbursed costs or non-cancelable commitments incurred by CES prior to termination. CES 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

CES 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 and CES may charge User for any services rendered up to the date of termination and any non-reimbursable or non-cancelable commitments incurred by CES prior to termination.

Termination by User

If the User terminates this Agreement without Good Cause, or fails to take possession of and to use the housing, facilities, and/or services in accordance with this Agreement, then CES shall be entitled to charge the following amounts to User:

- If termination by the User occurs less than 30 days prior to the Event, CES will charge 100% of the Total Outstanding Charges reflected in the most recent EOC.
- If termination by the User occurs between 30 and 60 days prior to the Event, CES will charge 50% of the Total Outstanding Charges reflected in the most recent EOC.
- If termination by the User occurs more than 60 days prior to the Event, CES will charge 10% of the Total Outstanding Charges reflected in the most recent EOC.

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. CES 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. MISCELLANEOUS

Non-Smoking Policy

The University of Denver 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 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.

Acceptable Use of Computer and Network Systems

The User and its guests must comply with the University of Denver'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.
- The User may access the University's Guest Wireless Network with Event-specific credentials issued by CES only.
- For more information, please visit www.du.edu/uts/policies.

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.

Assignment

User's rights, obligations or interests under this Agreement may not be assigned, pledged or encumbered without CES's prior written consent. User may not enter into this Agreement for the sole benefit or advantage of a third party.

Compliance with Policies

The User and all of its guests shall comply with University policies, the User Deadline List, Terms and Conditions, and the Housing Policies and Procedures attached to this Agreement. The User is responsible for informing all guests of policies as promptly as possible. CES's acceptance of this Agreement does not supersede or negate any reviews or approvals required by any University policy or procedure or User's responsibility to comply with any University policy or procedure.

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.

EXHIBIT C: HOUSING POLICIES AND PROCEDURES

- Exterior doors to the residence halls are locked 24 hours a day. Anyone entering a residence hall must do so with a swipe card or be let in by the front desk staff.
- **In case of a life-threatening emergency please dial 9-11.** For all other emergencies or to report an incident, please contact Campus Safety at 303-871-3000 (emergency line) or 303-871-2334 (non-emergency line).
- If there is a fire alarm or danger of fire in the building, guests must exit the building right away and gather with others at a safe distance away from the building. Follow the directions of University staff and do not enter the building until it has been cleared to do so by the fire department.
- **It is a federal offense to activate a fire alarm when there is no fire or danger of a fire.** If an alarm is activated by a guest and there is no fire or danger of fire, the individual will be held responsible for any fines or damages resulting from the incident and charges may be filed against him/her.
- **Guests may NOT touch, tamper with, throw things at, or hang items from the sprinkler heads located in the rooms. Doing so may activate a powerful water flow from the sprinkler system and cause significant property damages.**
- Quiet hours are 10:00 pm to 7:00 am Sunday night to Friday morning, and 12:00 am to 9:00 am Friday night to Sunday morning.
- The University of Denver is a 100% smoke-free campus and **smoking is not permitted indoors or outdoors on CES property.** For more information, please visit www.du.edu/smokefree.
- Alcohol is not allowed in rooms where guests are under the age of 21. Guests 21 and older may have alcohol in their room only and not in the hallways or other public areas.
- Housekeeping services are not provided. Guests are responsible for making their own beds and taking out trash from their rooms as necessary. Trash liners and vacuums are available at the front desk.
- A \$25.00 custodial fee per room will be assessed for rooms left excessively dirty or with an excessive amount of trash; this includes leaving large amounts of food in the micro-fridges.
- Guests must respect all University property and may not move furniture from or within rooms. A \$25.00 service fee per room will be assessed for furniture that has been moved from or within a room.
- Due to the high fire potential, hot plates, halogen lamps, and the burning of candles and/or incense are prohibited in the residence halls.
- The University is not liable for the loss or damage of guest property, or for any personal goods stored in the residence halls, including items delivered by mail or otherwise. Guests are encouraged to carry insurance for their personal possessions.

If these policies and procedures are not followed, guests may be asked to leave the University of Denver.