

# EXHIBIT B: TERMS AND CONDITIONS

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## **B1. PAYMENTS**

User shall make three (3) 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 B21 herein) deposit equal to **20% of the Event's Total Outstanding Charges**, which are shown in Exhibit D (Event Order Confirmation). All room blocks and bookings will be considered tentative until the deposit is received and processed.
- **Second Payment:** User agrees to pay the **30% of Total Outstanding Charges shown in the most recent Event Order Confirmation no later than 60 days prior to the Event**. Failure to pay may result in a delay or denial of check-in or a cancellation of the Event.
- **Third Payment:** User agrees to pay the **remaining balance of Total Outstanding Charges shown in the most recent Event Order Confirmation no later than 10 business days prior to the Event**. Failure to pay may result in a delay or denial of check-in or a 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 **Finale 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.

### Minimums

The University requires minimum Total Charges of \$5,000, excluding taxes, as shown in Exhibit D (Event Order Confirmation) ("Minimum Total Charge"). The University requires a minimum night stay of two consecutive nights ("Minimum Stay") for Housing.

Notwithstanding Housing or Meal Guarantees, if User does not meet the Minimum Stay or Minimum Total Charge less than 30 days prior to check-in, User is liable for the Minimum Total Charge. Failure to submit payment in full within the allotted time period may result in a penalty equal to 5% of the minimum amount and an annual interest of 18% will be added until full payment is received.

### Payment Method

The University will accept credit card payments up to a \$5,000 limit per transaction towards the Total Outstanding Charges for the Event. Credit card information received at the time of the Deposit will be held on account following all PCI compliant regulations. By signing this Agreement, User agrees that additional payments of the Total Outstanding Charges as shown in the most recent signed Event Order Confirmation up to \$5,000 may be charged to the credit card on file in accordance with the payment scheduled due date(s). All payments above the \$5,000 limit must be submitted by check 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. Lodging sales tax is 14.75% and food and beverage sales tax is 8%. **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 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 endorsed to add "Colorado Seminary which owns and operates the University of Denver" as an additional insured.
- 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**

- As evidence of such coverage, User must provide the University with a Certificate of Insurance.
- **The Certificate of Insurance is due no later than 60 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 as described in Section B3 ("Insurance").

### **B5. 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.

### **B6. 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 most recent Exhibit D (Event Order Confirmation). 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 the University 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). University makes no assurances as to the availability of additional rooms requested after the Effective Date of this Agreement.

### Housing Guarantee

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

- If the actual overnight attendance is more than 5% higher than the guaranteed number of guests, the University will try to accommodate all guests to the best of its ability, but the University is not obligated to provide rooms for more than 5% of guests over the guaranteed number.
- Upon conclusion of the Event, the University 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, the University 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 the University **no later than 5 business days prior to the Event.**

- Assignments are routinely gender-specific within rooms and suites. In non-air-conditioned buildings, each floor is routinely gender-specific.
- The University does not allow adults to share sleeping rooms or suites with minors (guests under the age of 18).
- Exceptions to the above may be made and are subject to the University's approval.
- User must inform the University if any guests or potential guests are in need of accommodations due to gender identity/expression. In some cases, the University may request additional information from the guest in order to determine appropriate measures.

### Check-in

**Check-in must take place after 12:00 pm on the scheduled arrival date.**

- If the User wishes to schedule guest check-ins prior to 12:00 pm and/or prior to the scheduled arrival date, such requests must be submitted to the University **no later than 30 days prior to the Event and are subject to the University'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 the University **no later than 30 days prior to the Event and are subject to the University's approval.**
- **Approved late check-out after 10:00 am 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 the University's campus without turning in the room key, the University will proceed to replace the lock and the User will be charged the replacement fees. The replacement fee for a lost key is \$200.00 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 B16 (“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. The University 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 the University 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’s requirements on supervision for overnight guests as described in Section B8 (“Supervision”).

#### Availability of Front Desk Service

The University 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.

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)
- Convenience Store; items include, but are not limited to, candy, snacks and hygiene products.

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 the University’s central mail office and then distributed to the residence halls. It is imperative that guests utilize this address verbatim.

[Guest Name], \*Description\*  
University of Denver  
Attn: DU Conference and Event Services  
1745 S. High St.  
Denver, CO 80210

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.

Guest Rooms

The University reserves the right to assign, reassign, and/or change room status from single occupancy to double occupancy or double occupancy to single occupancy when the University deems such necessary. The undersigned agrees to abide by the rules of the University.

The University reserves the right to enter Guest Rooms for the purpose of inspecting the premises when an authorized agent of the University has reasonable belief:

- That an occupant of the room or other residents may be physically harmed or endangered;
- That University property is being damaged;
- That maintenance and/or repair is necessary;
- That closing procedures need to be double checked during break periods;
- That a crime is being committed;
- That entry is necessary to determine whether there is a threat to the safety or welfare of the University community.

The University reserves the right to remove a guest from campus if they do not abide by the rules of the University.

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 the University in enforcing such policies.

### **B7. DINING SERVICES**

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

#### Meal Guarantee

**User agrees to provide the University with a Meal Guarantee consisting of the meal plan (breakfast, lunch, dinner) and estimated attendance at each meal for the Event.** User must, in good faith, provide accurate estimates for the Meal Guarantee so that the University's food service provider may plan accordingly and service all guests in a timely fashion.

- **The first signed Meal Guarantee is due no later than 10 business days prior to the Event.** User must commit to the meal plan outlined in the first Meal Guarantee and may not cancel scheduled meals after the first Meal Guarantee has been submitted.
- **User may submit a second signed Meal Guarantee no later than \*Start Date - Event\*.** The second Meal Guarantee may adjust attendance at scheduled meals by no more or less than five percent (5%).

#### Meal Times

In order to provide prompt meal service, the University will designate times for each meal during the Event. 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. User's guests must go through the dining hall line only during these designated meal times.

- These dining hours may be expanded or decreased depending on the total guest count for each meal; therefore the User must consult with the University 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 the University to provide expedited service.
- Meal time will be based upon the total estimated attendance for each meal to be served by the University, including User's guests and other University guests.
- After submittal of the first signed Meal Guarantee, User is responsible for promptly submitting the second signed Meal Guarantee informing the University of an increase or decrease in estimated attendance to facilitate any adjustments in meal times. **Failure to do so may result in long lines and/or last-minute changes to the meal times.**
- The University will strive to accommodate User's desired meal times, but User is encouraged to maintain flexibility.

#### 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 and/or guests may be assigned to eat at another dining hall.
- In the event that the University is not able to provide dining services due to low meal counts, the University will inform the User no later than 10 business days prior to each meal.

### Billing

Upon conclusion of the Event, the University will bill the User based on the last signed Meal Guarantee or actual number of meals served, whichever is higher. User understands that requests for dining hall service after the Meal Guarantee due date(s) will be provided on inventory availability basis only, is not guaranteed and may incur additional fees based on personnel, equipment, supply and services.

### **B8. SUPERVISION**

University is dedicated to the safety and welfare of minors on the University's campus. If any minors are attending User's Event, User must adhere to the *Protection of Minors on Campus* policy:

[http://www.du.edu/bfa/media/documents/policy/protection\\_of\\_minors\\_on\\_campus.pdf](http://www.du.edu/bfa/media/documents/policy/protection_of_minors_on_campus.pdf).

In accordance with this policy, User must adhere to the following procedures pertaining to minors on campus:

#### Prevention

- Always be vigilant in protecting the well-being and safety of all minors and be familiar with University safety, security, and emergency procedures.
- Demonstrate respectful behavior toward minors; do not engage in abuse or neglect of any kind toward, or in the presence of, a minor.
- When having a one-on-one interaction with a minor, meet in an open, well-illuminated space or whenever reasonably feasible and practical.
- Do not provide alcohol, tobacco products, or illegal drugs to a minor.
- Do not engage in any sexually oriented behavior with a minor. Do not touch a minor in a manner that a reasonable person could interpret as inappropriate.

#### Reporting

- Report immediately to the University Department of Campus Safety suspected or actual instances of abuse or neglect of any minor on the University campus. Campus Safety can be reached at any time at 303-871-3000.
- When required by Colorado law, report to appropriate state or local government officials suspected or actual instances of abuse or neglect.

#### Permissions & Authorizations

For every minor attending User's Event unaccompanied by a parent or legal guardian:

- User must obtain permission from the minor's parent or legal guardian before the minor can participate in the Event.
- User must maintain procedures for notifying parents or legal guardians of minors in case of emergency, and provide information to parents or legal guardians about how to report concerns about any incidents that may have occurred during the minor's participation in the Event.
- University recommends that User obtain a medical release for hospital and/or physician treatment signed by at least one parent or legal guardian.

#### Supervision

- User must ensure adequate supervision of minors (children under the age of 18) by chaperones at all times. Chaperones must be an adult (over the age of 18).
- The University requires a minimum of one chaperone for every 12 minors, but recommends the following supervision ratios, when appropriate:
  - Minors age 8 – one chaperone for every 8 minors.

- Minors ages 9-14 – one chaperone for every 10 minors.
- Minors ages 15-17 – one chaperone for every 12 minors.
- When supervising minors overnight, chaperones must not enter a minor’s room, suite, bathroom, or similar area without a second chaperone present or in the immediate vicinity.
- User must conduct a criminal background check on all chaperones, employees, volunteers, and representatives supervising or having regular interaction with minors at the Event. Criminal background checks are the sole responsibility and expense of the User. User shall be responsible for assessing whether or not to exclude from participation in the Event any chaperone, employee, volunteer, or representative whose background check contains a conviction or other adverse information. Conducting background checks does not release or limit User of any liabilities to University arising from the actions of User’s chaperones, employees, volunteers or representatives.

**User must inform, and provide proper training to, its chaperones, employees, volunteers, and representatives regarding the above procedures. By signing this agreement, User certifies that it will implement the above procedures to ensure the safety and well-being of minors participating in the Event.**

**B9. 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.

**B10. 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”).

**B11. ALCOHOL POLICY**

- Alcohol may be served only in accordance with this policy and applicable municipal, state and federal laws and regulations.
- Alcohol may not be served to any guest under the age of 21. No alcoholic beverages may be served when the majority of attendees are less than 21 years of age.
- Alcohol may only be served by a licensed bartender employed for the Event, and who is at least 21 years of age.
- Alcoholic beverage service must cease at least 30 minutes prior to the end of each function. Alcohol service must conclude by 11 pm and all functions must conclude by midnight.
- All alcohol consumed in catering-exclusive facilities designated by University must be purchased through the University.
- Events in non-catering-exclusive facilities involving the sale of alcohol (such as a “cash bar”) or open to the public where alcohol is available must have a special event liquor permit from the City and County of Denver. In order to be considered private (not open to the public), the Event must be invitation only, cannot have been advertised as being open to the public and have a guest list or name tags that identify



individuals as attendees of the Event. If it is possible to walk into the Event without checking in, the Event is considered to be open to the public.

- Alcohol must be transported to and from the University in unopened containers, even if donated.
- All alcohol must be served and consumed within a defined area with appropriate signage indicating where those boundaries end. Stanchions are recommended for indoor public spaces and required for outdoor areas. At all events, the User needs to regulate entry into the Event, and ensure that alcoholic beverages are not carried out of the Event.
- 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.

#### **B12. 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.**

#### **B13. 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 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.

#### **B14. 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.
- Overnight guests of the Event may purchase parking permits at the residence hall front desk at a rate of \$10.00 daily, \$35.00 weekly, \$45.00 biweekly, or \$55.00 monthly.
- Parking permits for commuter guests must be pre-ordered.

### **B15. 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. Please refer to section B9.
- Bicycles, inline skates, skateboards, skates or scooters are not allowed in University facilities.

### **B16. 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 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. The University will, to the best of its ability, try to document the names of guests when damages occur but cannot always obtain such information.

### **B17. CHANGE IN FACILITIES**

The University 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.

### **B18. 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.

## **B19. 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.

## **B20. 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.

## **B21. 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 housing, 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, all reasonable costs and expenses and reasonable attorney’s fees and costs. 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 D (Event Order Confirmation).
- If termination by the User occurs between 30 and 60 days prior to the Event, the User will be liable for 50% of the Total Outstanding Charges reflected in the most recent Exhibit D (Event Order Confirmation).
- If termination by the User occurs more than 60 days prior to the Event, the University will retain the non-refundable deposit as described in Section B1 (“Payments”).

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.

**B22. INDEMNIFICATION**

The User hereby agrees to indemnify, hold harmless and defend the University and its Board of Trustees, officers, directors, employees, and agents against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from User’s use of the Facilities or the negligent or willful acts or omissions of User or its officers, directors, employees, agents or contractors to the extent not caused by the negligent or willful acts or omissions of the University.

## **B23. 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 regarding Termination, Indemnification, and Governing Law shall specifically survive the expiration of the term of this Agreement.

Compliance with Policies

The User and all of its officers, directors, employees, and guests shall comply with the User Deadline List, Terms and Conditions, and the Resident Policies and Procedures 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.