

# THE CABLE CENTER

## POLICIES AND GUIDELINES

**RESTRICTIONS:** The Cable Center facility and grounds shall not be used for any unlawful purpose. The Cable Center reserves the right to refuse use of the facility and grounds to any organization or individual in the event that a program or its content does not comply with The Cable Center's policies and guidelines. Plans for facility use must be discussed and/or submitted by the user to the Guest Services Department prior to contracting. The user must agree that it will not practice, advocate or permit discrimination or segregation based upon race, creed, color, sex, age, disability or national origin. Any event serving alcoholic beverages must also provide adequate food service. The Cable Center reserves the right to prohibit events providing only alcoholic beverage service.

**PRIORITY:** Events sponsored by The Cable Center have scheduling priority and all other events are considered on a case-by-case basis. The Cable Center reserves the right to cancel or reschedule any event conflicting with The Cable Center's programming. This will occur at least 6 months prior to the scheduled event date unless a prior contract has been signed.

**HOURS:** The Cable Center business hours are Monday through Friday from 8:00 am to 5:00 pm. Events scheduled during open hours will be closed from public access. All evening events must end by 12:00 am. Last call for alcoholic beverages must be no later than ½ hour before end of the event. The last song played by bands or DJ's must be no later than 11:55 pm. Clean up and tear down must be completed by 1:00 am.

**RESERVATIONS:** All events must be scheduled with the Guest Services Department. A signed rental contract is required prior to all events. Events are confirmed only after the contract and the deposit are submitted to the Guest Services Department. User and guests may have access only to areas specified on the contract.

**RENTAL SPACE:** Users and guests are only permitted in specified areas leased by the User. Full Facility Rental includes only areas that are for lease. Other areas that are not for lease including, library, 3<sup>rd</sup> Floor, and private office areas are not included in the Full Facility Rental.

**FEES/DEPOSITS:** Rental rates shall be determined by the current rental fee chart with reference to the corporate and private, not-for-profit, and cable non-profit status of the organization. The Cable Center reserves the right to modify rental rates for organizations entering into long-term agreements. A damage/security deposit will also be charged to the user. A damage/security deposit of 50% of the rental fee plus 50% of the rental fee is required to be paid upon contracting for the rental space. No space will be guaranteed without a completed signed contract, applicable supporting documents, and all fees paid in full. The damage/security deposit will be refunded within 30 days after the function, as long as no damage occurred, no excessive clean up was needed, and all Facility Use Policies were followed. The decision to partially retain or not to return the damage/security deposit is at the sole discretion of the Guest Services Department. Any unpaid charges (i.e., audio/visual, damage) will be billed to User following the Event and shall be paid within thirty (30) days following User's receipt of The Cable Center's invoice. If any such invoice is not paid when due, User shall pay to The Cable Center, in addition to such amount, interest on such amount at a rate of one percent (1.0%) per month (or, if lower, the maximum rate permitted by law) from the date on which such amount was due through the date on which payment of such amount is made.

**CANCELLATION POLICY:** If an event is cancelled by the user more than 60 days in advance, 50% of the total rental fee will be retained by The Cable Center. The damage/security deposit plus additional charges, if applicable, will be refunded. If an event is cancelled less than 60 days prior to the event, the full rental fee shall be charged including additional expenses incurred in preparing for the event. If The Cable Center is required to cancel an event due to programming conflicts, The Cable Center shall have no liability to the user (see discussion under "PRIORITY").

**INSURANCE/LIABILITY/INDEMNIFICATION:** Any party using The Cable Center facility or grounds must provide a certificate of liability insurance naming The Cable Center as additional insured for the time period of the event. The certificate must be provided to the Guest Services Department at least 45 days prior to the event. The Cable Center reserves the right to cancel any event if proper documentation is not received 45 days prior to the event. A minimum of \$1,000,000.00 general liability is required for businesses/corporations. A minimum of \$500,000.00 general liability is required for individual parties and not-for-profit organizations. The user indemnifies The Cable Center against all liability costs, including attorney's fees, which arise in connection with the use of the facility, except that which results from negligence or willful misconduct of The Cable Center, its employees, agents, or subcontractors.

**PAYMENTS/BILLING:** The Cable Center accepts the following payment methods: Master Card, Visa, American Express, Discover, checks, money orders, and cash. Payments for additional fees associated with rentals and A/V, will be due 30 days after receipt of invoice. Amounts past due over 30 days will incur a late payment charge of 1.0% per month of the total unpaid balance. If The Cable Center seeks collection of any past due bill, the user agrees to pay all reasonable costs of collection, including attorney's fees, interest, and cost.

**SECURITY:** A security guard will be required outside business hours 8:00 am to 5:00 pm Monday – Friday, during all events serving alcohol beverages, and all catered events using the Center Theater. The Cable Center may determine if additional security is needed for certain events. If the event exceeds 200 guests, or will occupy all or almost all of the Center's public area, at least one additional security guard is required. The user is responsible for the costs of security guards at \$35.00 per hour per guard, four hour minimum.

**CATERING:** All food and beverage service for events in the facility shall be selected from The Cable Center's list of authorized caterers. Approved caterers must provide The Cable Center with a copy of their liability insurance and liquor permit. No personal food or beverages is allowed to be brought into the facility at any time. The user is responsible for contacting and making all arrangements with a caterer. The User must notify the Guest Services Department of the caterer selected.

**ALCOHOL:** Alcohol is prohibited, and may not be sold, given away, served or consumed within or around the Center except by special arrangement and receipt by The Cable Center of proof of liquor liability insurance. Alcohol is not permitted off grounds. All alcohol served in the Drendel Gardens and/or Rogers Amphitheater shall be enclosed within The Cable Center property. Users will inform all guests that alcohol is to remain within The Cable Center property. During evening and weekend functions and anytime liquor is served, it will be necessary to have a security guard (of The Cable Center's choosing) present during the Event. The User shall pay for the hourly charge for this additional service. Serving alcohol to minors is prohibited. The Cable Center reserves the right to remove anyone from the premises who is suspected of being intoxicated and poses a threat to others or property.

**EQUIPMENT/AUDIO VISUAL/RENTAL:** All A/V needs must be ordered through The Cable Center A/V Department. All rental and furniture needs must be ordered through Event Rents at the users sole expense. Certain equipment (tables, chairs, audio-visual, etc.) may be available for use at an extra cost to users of the facility. A complete list from exclusive providers will be made available to the user. Room sets requiring additional or different furniture will be accommodated at an additional charge. No electrical equipment or extension cords may be used without The Cable Center's prior approval. The Cable Center will not assume liability for such items delivered or stored on the premises. All equipment and materials brought in must be removed immediately following an event, unless other arrangements are made with the Guest Services Department. The Cable Center will not be responsible for personal property, displays, exhibits, equipment or other items lost, stolen, or damaged in or around the Center.

**BANQUET SPACE/ROOMS/ACCESS:** There is no moving or displacing of furniture allowed without prior approval from the Guest Services Department. Only an authorized Cable Center employee may reposition room sets. The user will be responsible for additional costs for last minute changes. Access to banquet space is allowed two hours prior to event start time, unless prior arrangements are made with the Guest Services Department. Additional costs may be incurred for additional set-up or rehearsal times. Additional fees for room turns may apply.

**GUARANTEES:** The Cable Center must receive a final count of guests one week prior to the event, the user agrees to send the final event order three days prior to the event. The Cable Center will make every reasonable effort to accommodate the change in number of guests with the same or comparable arrangements. The Cable Center must receive a copy of the caterer's final Banquet Event Order.

**DECORATIONS/SET-UP:** Renters may begin decorating and/or setting up in public areas only after The Cable Center building is closed. In all other rental areas set-up is allowed 2 hours prior to the event. In certain situations The Cable Center may limit or adjust set up times. All decorations and set up plans must have prior approval from the Guest Services Department. User must furnish his/her own decorations. User will not post or exhibit nor permit the posting or exhibiting in or around the Center of any signs, advertisements, showbills, lithographs, posters, or cards of any description without The Cable Center's prior written approval in each instance. Décor Postings are allowed only on acoustic wall panels. Banners are permitted in limited areas and must be hung by The Cable Center's Guest Services Department for an additional charge. No nails, pins, wire, tape, hooks, racks, screws, or adhesive backing may be used to apply decorations to the building surfaces. No hanging decorations or signage is allowed to be hung from the ceiling. User is responsible for removing all materials used as decoration. At any time The Cable Center may place displays and exhibits throughout the facility without prior notification to rental clients. No displacement of fixtures or other Cable Center items is allowed without prior approval from the Guest Services Department. Property of The Cable Center may be repositioned only by an authorized Cable Center employee. No helium balloons, open- flamed candles, or smoke effects are permitted inside the facility. No unprotected flames are allowed except for food warming devices. Candles should be used sparingly and flames must be protected entirely within votive holders or glass hurricane lamps. Use of helium balloons, explosives, pyrotechnics, confetti, glitter, rice, birdseed or bubbles is prohibited anywhere on The Cable Center premises. The Cable Center will not be responsible for decorative items left after an event.

**FLORAL/PLANTS:** All floral arrangements and plant matter brought into the building must be clean and pest free. No live plants or trees potted in dirt are allowed inside the building.

**PARKING:** Metered parking is available in front of The Cable Center, subject to the rules and regulations of the University of Denver, including, without limitation, applicable parking fees. If User anticipates additional parking in connection with the Event, The Cable Center shall use all reasonable efforts to obtain additional parking spaces from the University of Denver at User's sole cost. Pre-paid parking passes may be purchased for guests. Valet options can be requested through the Guest Services Department.

**ADA ACCESSIBLE:** All meeting room spaces at The Cable Center are handicapped-accessible and meet the standards set by the Americans with Disabilities Act.

**FOOD/BEVERAGES:** Food and beverages will be allowed only in areas designated by the contract. Food and beverages are prohibited inside the theater, the exhibition gallery, and the library. Food and beverages will not be permitted outside The Centers Facility.

**SMOKING:** Smoking is neither permitted anywhere inside The Cable Center building nor any balcony adjacent to a conference room. User understands that the Center is a smoke-free facility and agrees to so inform its officers, directors, agents, employees, subcontractors, licensees, or invitees attending the Event. Smoking is only permitted outside of the building. All smoking materials must be disposed of in designated containers.

**ANIMALS:** Pets, with the exception of Guide Dogs, are not allowed at The Cable Center.

**CLEAN UP:** After an event, users must leave the building and grounds clean, and clear of debris and trash and in at least as good condition as it was found at the commencement of the event. Trash must be bagged and placed inside the dumpster. All rental equipment and materials must be removed from the rental area. If the dumpster is full, trash still must be removed from the premises. Rented items must be properly placed behind the kitchen area and ready for pick up. Charges for clean up and removal may be assessed or deducted from the damage/security deposit if premises are not left clean and clear.

**DAMAGES:** The user is liable for all damages, expenses, and losses, including theft and property loss, caused by any person who attends, participates in, or provides goods and services connected with the user's use of the facility and all tangible property. Costs will be assessed and charged to the user and/or deducted from the damage/security deposit. Replacement value may be used by The Cable Center to determine the damage cost charged.

**DELIVERIES AND PICK-UPS:** Deliveries to The Cable Center relating to the scheduled event may take place no sooner than 24 hours before the event, and must be picked up within 24 hours after the event. Access to the loading dock must be arranged in advance in order to ensure security clearance and the availability of proper equipment.

**SHIPMENTS:** User is responsible for the arrangements and all expenses of shipping materials, merchandise, exhibits, and any other item to and from the Center. The Cable Center must be notified in writing in advance of shipping arrangements; but The Cable Center shall have no liability or obligation to User in connection with or arising out of any shipments to or from the Center.

Materials and shipments relating to scheduled events may be shipped no more than one week in advance. Label shipping information:  
Attention:

Events Department  
The Cable Center  
2000 Buchtel Blvd,  
Denver, CO 80210

Include the name and date of the event, contact person and number of packages shipped. Outbound shipping arrangements must be made prior to departure.

**STAFFING SERVICES:** A minimum of one security guard is mandatory for events outside normal business hour of 8-5pm Mon-Fri at the expense of the user. Parking attendant is mandatory if using over 60 spaces in front of the Center. Audio/Visual Technicians will be required for events utilizing audio visual in the Center Theater. The user is responsible for the costs of additional event staff and security. Additional staffing services are offered by The Cable Center for your event and staffing needs. Contact the Guest Services Department for information and pricing on: Registration, Event Planning, Audio/visual Technician, Tour Guides, and Security.

**ADVERTISING:** For promotional purposes, The Cable Center reserves the right to take a limited number of royalty-free photographs of the User's activities in The Cable Center. Such photographs shall be The Cable Center's sole and exclusive property for the full copyright term, and the Cable Center shall have the right to copy,

exhibit, display, and otherwise exploit such photographs by any means and media throughout the world; provided, however, that The Cable Center shall have the sole responsibility for obtaining any third party clearances, release and consent necessary for The Cable Center's use of such photographs.