



# FACILITY BOOKING AND USE POLICIES

## Booking Policies

### Event Date Hold

A date will be placed on hold for up to seven (7) days. This will give the client first right of refusal on the date and space. Should another customer inquire about the date within this time, the client will be given 3 business days to secure or release the hold. To secure any date, a signed contract along with a deposit must be received. An event is not considered confirmed until the contract is duly signed and deposit is received.

The signing of the contract indicates that the contracting party understands and accepts the full venue policies. The client and all guests, vendors and associates only have access to the space contracted.

### Rental Fee

- Rental rates are \$400/hour, with a four hour minimum.
  - Hours are consecutive to include setup and tear down time.
  - Rates are non-prorated per hour.
- Events must conclude by 11:00pm. Additional time cannot be extended beyond these set times as they are due to city ordinance laws and cannot be adjusted, no exceptions.
- A 10% discount off the venue rental will be applied for non-profit groups that can provide a determination letter from the government identifying them as a 501C(3) status.
- Military personnel that can provide proper documentation of active service will receive a 10% discount off the venue rental.
- Facility Rental Fees for the Ashlar Room are inclusive of the following: onsite venue manager, housekeeping services, existing furniture, tables, chairs and applicable tax. Audio/visual services, specialty staffing, entertainment, specialty furniture rentals, event rentals and food/beverage service may be provided for additional fees.

### Payment | Payment Schedule

- Payment may be made by check (mailed or delivered in person) or credit card. Checks may be made payable to VENUE 221, LLC.
- 50% of the total facility rental is due at the time the contract is signed, within three (3) days of receiving. The balance 50% plus \$1,000 Security Deposit is due ninety (90) days prior to your event date.
- Prime Dates/Season including holidays, Fridays and Saturdays and events within ninety (90) days require 50% of the total facility rental is due at the time the contract is signed, within three (3) days of receiving. The balance 50% plus \$1,000 Security Deposit is due thirty (30) days following the signing of the contract.
- The Security Deposit is fully refundable thirty (30) days following the event provided no damage was incurred by you, your guests, caterer, or other vendors assisting with the event, or additional services were added. Liability is no way limited to the amount of your performance deposit.



# FACILITY BOOKING AND USE POLICIES

- The final invoice is considered past due if not received within 90 days of the event date. A charge of 5% will be assessed per day of the total unpaid balance.
- For Multiple-Event contracts, 50% of the total contract amount is due at the signing of the contract with the balance 50% due (30) days prior to the first scheduled event.

## Ancillary Service Fees

Any services the client chooses the venue to provide that are not included in the facility rental fee. If added within 30 days of the event, these service fees will be on the final invoice and/or deducted from the security deposit.

## Cancellation and Refund Policy

- 0 to 90 days prior to the event, the client will forfeit 100% of the Total Venue Rental Fee and the Security Deposit
- 91 - 179 days prior to your event, the client will forfeit 50% of the Total Venue Rental Fee and the Security Deposit.
- 180 days prior to the event, the client will forfeit 25% of the Total Venue Rental Fee and the Security Deposit.
- For events that fall in our Prime Dates/Season or within 90 days of your written cancellation notification, 100% of all monies due will be retained by the Venue and Security Deposit.

## Site Tour | Walkthrough

A site visit will be conducted upon signing the contract, if it hasn't already taken place. Then, 30 days prior to your event a final walkthrough with your event planner and catering sales contact will be scheduled. At this time a diagram of the room will be sketched and all details aside from guest count guarantees will be determined. Food and Beverage guarantees will be due fourteen (14) days prior to the event with the final guarantee due three (7) days prior to the event, or in accordance with your caterer's policy. If changes are made within seven days of the event, additional change order fees may be incurred.

## Décor & Production Policies

- The Venue must approve all decorations that are supplied by the client, including flowers and entertainment, supplied by the client in written documentation to be agreed upon at the time of contract signing. If there are additional adjustments made to decoration requests, there must be an additional signed copy by both the Venue and Licensee agreeing to the adjusted request.
- No items may be taped, nailed, pinned or attached to walls, doors or ceilings. Only venue staff may adhere items to floors, staircases or doors must be done by Venue staff. All attachments to the building are to be done using the provided tacks strips, rigging points or attachment hooks.
- Banners are permitted in limited areas.
- No rice, bird seed, confetti, glitter, silly string, etc. is allowed on site.



# FACILITY BOOKING AND USE POLICIES

- Flower petals and bubbles are permitted anywhere on the property, non-helium balloons must be contained to indoor only.
- Decorations must be removed at the end of the event.
- All setup must meet fire safety codes.
- A basic cleaning fee is included in this facility rental rate. For additional services, fees will be billed at actual plus 20%.
- Additional clean up and tear down will be billed as additional pre-arranged event hours.
- The Venue and their agents are not responsible for any items brought to the facility.
- There are no storage facilities located within Venue, all must be brought in and removed.
- For events with a fog, haze or mist machine, additional fees may apply based on fire/smoke regulations by the Denver Fire Department.
- No fires, fireworks, open flames, or heating elements of any kind may be used inside the facilities or the outside grounds. BBQ grills and any open flame may not be used without prior written approval.
- All decorations, flowers and entertainment must be pre-approved by the Venue.
- Candles can be used at Venue as long as they fall within these guidelines:
  - Only flameless candles are allowed for decoration.
  - Ceremonial candles and birthday candles are permitted.
  - Ceremonial candles must be dripless and are required to be contained.
  - Votive candles are permitted on dining tables as long as they are contained in glass.
- Decorations must be removed at the end of the event by the client or another company or person at the client's request within the timeframe agreed upon. Venue will not be responsible for any items left after an event
- No duct tape is allowed on any surface, including flooring. Only gaff tape may be used on flooring to secure cords, cable ramps, etc.

## General Policies, A-Z

### Beverage Services

- The Venue partners with two beverage caterers, allowing you a choice for your beverage/bar service. The approved beverage caterers will provide all necessary labor, rentals, and beverages. The client will arrange all needs with the approved beverage caterer directly.
- Venue reserves the right to refuse or stop alcoholic beverage service to any individual or group at any time. The facility is required to enforce liquor laws as regulated by the state of Colorado.
- Any event serving alcoholic beverages must also provide adequate food service. The Venue reserves the right to prohibit events providing only alcoholic beverage service.
- No alcoholic beverages will be served to anyone under the age of 21.
- VENUE 221 has a strict "no shots" policy.
- The venue and catering partners reserve the right to refuse alcohol service to anyone.
- No Alcohol is allowed outside of the building, beyond the Terrace, or allowed to be taken off of the premises.



# FACILITY BOOKING AND USE POLICIES

- Approved Beverage Caterers:

Oak & Olive

Tori Wolff

P: 720.266.4346

E: [Tori@DrinkOakAndOlive.com](mailto:Tori@DrinkOakAndOlive.com)

W: DrinkOakandOlive.com

PEAK Beverage

Kelly Braunstein

P: 720.722.1140

E: [Kelly@PEAKBev.com](mailto:Kelly@PEAKBev.com)

W: PEAKBev.com

## Catering

- Catering Services may be provided by one of the approved, full-service caterers. Food and beverage minimums may apply.
- All caterers must haul away all trash from the event.
- The select caterer will be responsible for setting the tables and chairs provided by the client/rental company and restacking at the conclusion of the event.
- Any event serving alcoholic beverages must also provide adequate food service.
- Caterer is responsible for cleaning full service area and complying with catering agreement.

## Damage and Liability

The Venue and their agents and partners assume no responsibility for damages or loss of any merchandise or materials brought on the property at any time. The client is liable for all damages, expenses and losses including theft and property loss, caused by any person attending, or providing services connected with the client's use of the facility. Costs will be assessed and charged to the client and /or deducted from the Security Deposit. Replacement value may be used by Venue to determine the damage. Any loss or damage to the facilities caused by guests and/or staff hired by the client may result in additional damage fees.

## Deliveries & Pick ups

Deliveries to the Venue relating to the scheduled event must be delivered and picked up within the contracted event hours. All vendors must load and unload in the designated area.

## Insurance

On or before (14) days prior to your event, Venue requires you to provide a certificate of insurance for your event. The certificate must name VENUE 221, LLC. as an additional insureds and is required to have at minimum of \$1,000,000 in general liability and \$2,000,000 general aggregate. The licensee insurance will cover all vendors' liability, please select professional service companies that can meet this requirement. If a certificate of insurance isn't received 30 days prior to your event, Venue will secure one for you and you will be given a copy of the policy and billed \$275.00 on your final invoice.



# FACILITY BOOKING AND USE POLICIES

## Licenses and Permits

Venue strictly adheres to the NFPA and the local Denver Fire Department fire codes and regulations. Required permits must be obtained from the Denver Fire Department and Denver Building Department.

## Load In | Out

- Event load in/out should take place during the time specified in the Event License Agreement and be completed no later than the agreed upon time. Additional charges will be applied if the events load in/out takes place outside of the specified time. Specific areas will be designated for deliveries, unloading/loading, parking and event set up.
- Vendors of the event must arrange delivery time in advance of the event set up or they may be delayed due other scheduled activity. Event and vendor schedules will be reviewed and where applicable vendors may choose to strike the following day, schedule permitting. The final schedule will not be confirmed until 30 days prior the event.

## Noise Limits

- Venue must approve all entertainment vendors 30 days prior to the event. The company providing entertainment must meet or coordinate with Venue management at least 30 days prior to the event to review any special accommodations.
- Amplified music must be kept at a reasonable level. Volume control will be at the discretion of Venue management. All outdoor activity must conclude by 10:00pm. At this time all event activity must move inside with doors shut.
- Venue reserves the right to inspect and control all private events, including the right to monitor and control noise levels.
- If the client or client's vendors violate the noise limits and requests by the venue, the results will be early closure of bar services and/or immediate end of the event.

## Parking

Venue parking is available on the surrounding streets and parking garages (fees apply). Valet parking may be arranged for the event by the client. If valet is confirmed, the valet company will need to provide all applicable signage.

## Photography

For promotional purposes, the Venue reserves the right to take a limited number of royalty-free photographs of the user's activities in the Venue. Such photographs shall be the Venue's sole and exclusive property for the full copyright term, and the Venue 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 Venue shall have the sole responsibility for obtaining any third party clearances, release and consent necessary for the Venue's use of such photographs.



# FACILITY BOOKING AND USE POLICIES

## Rental Items

- The Venue has for use and included in the facility rental rate the use of existing décor, lounge furniture, 5' round tables and chairs. Should these items need to be removed for an event, a notice of request must be submitted 30-days prior to the event. Other rental needs may be provided by the exclusive rental partner (Event Rents), caterer or client directly.
- Venue has partnered with Event Rents for all of your rental needs. These rentals can be arranged by the client or catering company directly.

## Restrictions

- Venue facility and grounds shall not be used for any unlawful purpose. The Venue 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 Venue's policies and guidelines. Plans for facility use must be discussed and/or submitted by the user to the Venue 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.

## Safety & Security

- For the safety of the client, all guests and guests of the client are permitted to have access to the contracted use space. Any non-contracted spaces are off-limits at all times.
- Venue reserves the right to require the client, at client's expense, to hire additional security personnel for the event should Venue determine it would helpful to ensure safety and traffic control.
- Any loss or damage to the facility caused by guests, associates and/or staff may result in a damage assessment fee.
- Children must be supervised at all times and staffing may be required in designated areas.
- The venue exercises the right to inspect and control all guests, vendors and associates, including but not limited to monitoring noise levels.
- Venue prohibits the use of any illegal activity or actions deems inappropriate.
- The Venue will not be responsible for personal property, displays, exhibits, equipment or other items lost, stolen, or damaged in or around the Venue.

## Set-up | Cleanup

- All personnel/vendors connected with the event may not be on the premises prior to or after scheduled set up / clean up times, unless previously arranged with Venue. The client may be charged an hourly rate for additional time needed.
- Cleanup is the responsibility of the client. Items not removed immediately following the event, will be disposed of with no liability to Venue and could result in charges against client's damage deposit. Venue is not responsible for any lost or stolen items.



# FACILITY BOOKING AND USE POLICIES

- 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 removed by the caterer.
- All rental equipment and materials must be removed from the rental area. Rented items must be properly placed in the designated area and ready for pick up. Charges for cleanup and removal may be assessed or deducted from the security deposit if premise is not left clean and clear. See also "Load In | Out".

## Smoking

- Venue is a non-smoking facility.
- Smoking of cigarettes and cigars may be permitted only in designated outdoor areas and is dependent upon current fire hazard conditions. If permitted, this may be subject to change and will be at the discretion of Venue ownership based on current or forecasted weather conditions.
- Smoking of any drugs, including marijuana, is not permitted on the premise.

## Specialty Staff (Optional)

A minimum of one event staff is required for all events and is included in the venue rental fee. Additional personnel may be required based on the event activity and/or layout of the event. Venue can provide specialty staffing services to assist in the success of your event.

## Timing

All events must conclude by 11:00pm, with all guests off premise at these noted times. Vendors need to begin tear down no later than 11:00pm. All equipment for the event must be removed immediately following the event, unless prior arrangements have been made. Noise must be contained in the building with doors/windows shut by 10:00pm.

## Vendor Management

- Venue must approve all vendors and must receive a list of all participating vendors with appropriate contact information (phone number, email, name of party, etc.) by the 30-day walkthrough. The client is responsible for all vendor activity during the site tours, walkthroughs, setup, event and removal.
- All deliveries must be arranged prior to the event day and the delivery time approved if it falls outside of the eight/ten hours use time.
- All vendors and supplies must be picked up at the conclusion of the event, unless prior arrangements have been made.
- All vendors must load in via designated access points.
- Vendors must begin tear down no later than the set times and be complete by the designated time. If additional time is needed it may be added for a fee. The rate of \$400/ hour, not prorated, will apply for additional load in, setup or tear down time. The Venue may work with the vendor to make arrangements for strike the following day.



## FACILITY BOOKING AND USE POLICIES

### **Wedding/Event Coordinator**

- VENUE 221 requires the use of a wedding/event coordinator for the day of your event. This person will be responsible for overseeing all vendors, taking care of wedding/event details such as timelines and decorations, etc. This can be a "day of" coordinator or a full-service planner of your choice and must be present at the 30-day venue walkthrough.

*Policies are subject to change without notice.*