

#### **General Policies, A-Z**

#### **Ancillary Service Fees**

Any services the client chooses Asterisk to provide that are not included in the venue 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.

#### **Beverage Services**

- Asterisk holds a liquor license and therefore all events serving alcohol must utilize Asterisk for beverage services.
- Asterisk 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, city and county of Denver.
- Any event serving alcoholic beverages must also provide adequate food service. Asterisk reserves the right to
  prohibit events providing only alcoholic beverage service.
- No alcoholic beverages will be served to anyone under the age of 21.
- Asterisk 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 or to be taken off the premises.
- Beverage guarantees will be due fourteen (14) days prior to the event with the final guarantee due seven (7) days prior to the event for bar services. If changes are made within seven days of the event, additional change order fees may be incurred.

#### **Cancellation and Refund Policy**

- A change of event date constitutes as a cancellation.
- Asterisk has right to cancel event if the use of the venue or event is for purposes other than described or disclosed; if the event is deemed hazardous to the public health safety or welfare; if the event adversely affects the venue; or if Licensee does not comply with Booking and Use Policies.
- Government restrictions limiting the number of guests allowed to gather in a space or for an event shall not be cause for cancellation.
- Should cancellation by client be requested 0 to 90 days prior to the event, the client will forfeit 100% of the Total Venue License Fee and Ancillary Service Fees.
- 91 days or more prior to the event, the client will forfeit 50% of the Total Venue License Fee (Booking Fee) and Ancillary Service Fees.
- 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.

#### Catering

 Catering Services must be provided by one of the approved, full-service caterers. Food and beverage minimums may apply.

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- Food trucks are allowed with the approval of the approved full-service caterer and Asterisk for selected portions
  of the event (i.e. dessert, late night snack, etc.).
- The select caterer will be responsible for setting the tables and chairs provided by the venue/client/rental company and cleaning and restacking at the conclusion of the event.
- All caterers must haul away all trash from the venue.
- Caterer is responsible for cleaning service area and complying with catering agreement.

#### **Damage and Liability**

Asterisk 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 Asterisk 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.

#### **Décor & Production Policies**

- Asterisk must approve all decorations that are supplied by the client, including flowers and entertainment, 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.
- Banners are permitted in limited areas.
- No rice, bird seed, confetti, glitter, silly string, etc. is allowed on site.
- 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.
- Asterisk and their agents are not responsible for any items brought to the facility.
- There are no storage facilities located within the event venue, all must be brought in and removed during contracted event times.
- 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 Asterisk.

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- Candles can be used at Asterisk as long as they fall within these guidelines:
  - o Only flameless candles are allowed for decoration.
  - o Ceremonial candles and birthday candles are permitted.
  - o Ceremonial candles must be dripless and are required to be contained.
  - o 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. Asterisk 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.

#### **Deliveries & Pick ups**

Deliveries to Asterisk 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.

#### **Event Date Hold**

A date will be placed on hold, complimentary, 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 dually 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, during the times contracted.

#### **Guest Count**

Anticipated attendance for event will be noted on the cover page of the Facility Use Agreement (contract) and is used as a guideline for event. This does not guarantee event guest count for contracted event.

#### Insurance

On or before (14) days prior to your event, Asterisk requires you to provide a certificate of insurance for your event. The certificate must name Asterisk Denver, LLC. as an additional insured 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, Asterisk will secure one for you and you will be given a copy of the policy and billed \$350.00 on your final invoice.

#### **Licenses and Permits**

Asterisk 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.

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#### Load In | Out

- Event load in/out should take place during the time specified in the Facility License Agreement and be completed no later than the agreed upon time. Additional charges will be applied if the event's 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**

- Asterisk 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 and comply with City and County of Denver restrictions. Volume
  control will be at the discretion of venue management. Asterisk 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**

Parking for Asterisk events is available on the surrounding streets and parking areas (fees may 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 and permits.

#### Payment | Payment Schedule

- Payment may be made by check (mailed or delivered in person), ACH or credit card. Checks may be made payable
  to Asterisk Denver, LLC and mailed to 2314 N Broadway, Denver CO 80205. A 3.3% convenience fee will apply to
  credit/debit card transactions. This fee will be waived for check or ACH payments.
- 50% of the total venue license fee (non-refundable Booking Fee) is due at the time the contract is signed, within three (3) days of receiving, or as noted on the cover page of the Facility Use Agreement and/or Invoice. The balance 50% plus \$1,000 Security Deposit is due ninety (90) days prior to your event date.
- Prime Dates/Season including holidays, Saturdays and events within ninety (90) days require 100% of the total venue license fee, including the non-refundable Booking Fee, plus \$1,000 Security Deposit due at the time the contract is signed, within three (3) days of receiving.
- 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.
- The final invoice is considered past due if not received within 60 days of the event date. A charge of 1% will be assessed per day of the total unpaid balance.

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• For Multiple-Event contracts, 50% of the total contract (non-refundable booking fee) amount is due at the signing of the contract with the balance 50% due (90) days prior to the first scheduled event.

#### **Photography**

For promotional purposes, Asterisk 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 Asterisk 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.

#### Rental Fee (Venue License Fee)

- Rental time or venue access time includes consecutive hours to include setup and tear down time.
- Rates are non-prorated, should additional hours be rented.
- Events must conclude by 12:00am. 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.
- Venue License Fees are inclusive of the following: onsite venue manager, security officer, housekeeping services, (40) tables, (400) chairs, (20) high/low cabaret tables, (8) 8' rectangular tables, (7) 6' rectangular tables, (4) movable bar fronts, in-house basic audio/visual and applicable tax. Enhanced/Custom audio/visual services, specialty staffing, and beverage service may be provided for additional fees.

#### **Rental Items**

- Asterisk has for use and included in the facility rental rate the use of existing furniture: 5' round tables, 8' rectangular tables, 6' rectangular tables, chairs and bar fronts. 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.
- Asterisk has partnered exclusively with Event Rents for all of your rental needs. These rentals can be arranged by the client or catering company directly.

#### Restrictions

- Asterisk facility and grounds shall not be used for any unlawful purpose. Asterisk 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 Asterisk'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.

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#### 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.
- Asterisk reserves the right to require the client, at client's expense, to hire additional security personnel for the
  event should Asterisk determine it would helpful to ensure safety and traffic control. One security officer is included
  for the duration of the event in the facility rental rate.
- 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.
- Asterisk exercises the right to inspect and control all guests, vendors and associates, including but not limited to monitoring noise levels.
- Asterisk adheres to all regulations and requirements as provided by the City and County of Denver, State of
  Colorado, and CDC as needed to provide a safe and healthy environment for staff and guests. All staff and vendors
  are required to wear face masks/coverings and gloves while onsite, have temperature checks upon arrival, regularly
  wash hands, wipe down high-touch areas, etc. Hand sanitizer stations through venue shall be provided.
- Upon arrival to venue, guests will be required to adhere to all COVID related restrictions while onsite at Asterisk.
   This may include, but not limited to wearing face masks, temperature checks upon arrival, regular hand washing, social distancing, abide by flow of movement markings, queuing for check-in or elevator use, restrictions of guest capacities in specific areas, etc.
- Guests may be required to sign or otherwise acknowledge a "Social Contract" upon entry to Asterisk stating they
  are not feeling ill, have not been in contact with or exposed to someone with COVID, are entering the building of
  their own will and shall release and hold harmless Asterisk its owners, employees, agents, vendors, contractors,
  managers, staff, et al, should they be exposed to and/or contract COVID while attending an event.
- Any personal protective equipment (PPE) required for use onsite by guests must be supplied by the guest and/or event host. Guests may be required to leave if they do not comply.
- Asterisk prohibits the use of any illegal activity or actions deems inappropriate.
- Asterisk 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 Asterisk. 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 Asterisk and could result in charges against client's damage deposit. Asterisk is not responsible
  for any lost or stolen items.

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- 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".

#### Site Tour | Walkthrough

A site visit will be conducted upon signing the contract, if it hasn't already taken place. Then, 30-45 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.

#### **Smoking**

- Asterisk 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 Asterisk management 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. Asterisk can provide specialty staffing services to assist in the success of your event.

#### **Timing**

All events must conclude by 12:00am, with all guests off premise at these noted times. Vendors need to begin tear down no later than 12:00am. 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**

- Asterisk 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 contracted hours.
- 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.

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- Extended delivery and pickup times may be required to limit number of vendors onsite for setup and/or tear down to comply with government restrictions.
- 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 \$350/ hour, not prorated, will apply for additional load in, setup or tear down time.

#### Wedding/Event Coordinator

Asterisk 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 30day venue walkthrough.

Policies are subject to change without notice.