

FACILITY RENTAL AGREEMENT

This Facility Rental Agreement (“Agreement”) is entered into by and between the Museum of Contemporary Art Denver (“MCA Denver”) and the renter (“Renter”) named on the Event Order attached hereto and incorporated hereby (“Event Order”), as of the date stated on the Event Order, for rental of MCA Denver’s facility located at [REDACTED] (“Facility”) and services in connection therewith. Capitalized terms not defined herein will have the meanings stated on the Event Order. In consideration of the foregoing and the payments and mutual promises set out below, the receipt and sufficiency of which are hereby acknowledged, as signified by their respective signatures on the Event Order, the parties agree as follows:

1. **Facility Rental and Services.** MCA Denver hereby grants Renter a limited and revocable license to use the Facility for Renter’s Event on the Event Date as defined on the Event Order and subject to the terms hereof. In addition, MCA Denver will provide the services listed on the Event Order, if any, for the prices set forth on the Event Order.
2. **Deposits and Payment.**
 - a. **Deposit.** Renter must pay MCA Denver the Deposit upon execution of this Agreement. MCA Denver has no obligations under this Agreement until the Deposit is paid in full. The Deposit will not be refunded, except as explicitly described herein, and will be credited towards the total Rental Fee.
 - b. **Security Deposit.** In addition, upon execution of this Agreement, Renter must pay MCA Denver the Security Deposit, no later than 1 week from the execution of this Agreement. The Security Deposit will be fully refunded to Renter within 10 business days of the Event unless the Facility is not left in the same condition in which it was delivered to Renter for the Event. In the event that repair and/or excessive cleaning is needed after the Event to return the Facility to such condition, the Security Deposit will be applied to such costs and Renter will pay all costs in excess of the Security Deposit.
3. **Rental Fee.** Renter will pay MCA Denver the Rental Fee for Renter’s use of the Facility, inclusive of the Deposit. The Rental Fee includes any services provided hereunder and all items, equipment, and/or property rented to Renter by MCA Denver for the Event, as such services, items and associated fees are set out on the Event Order. Renter will pay the Rental Fee in full no later than the Event Date (“Due Date”).
4. **Cancellation.** If the event is cancelled by Renter 24 hours or less after execution of this Agreement, all fees, including the Deposit will be fully refunded. Cancellation by Renter more than 24 hours after execution of this Agreement and more than 30 days prior to the Event Date will result in forfeiture of the Deposit. Should the Renter choose to reschedule the Event during this period, the Deposit will instead be applied to the new date, and payments will adjust accordingly. If Renter cancels 30 or less days prior to the Event, Renter will pay and MCA Denver will retain the full Rental Fee, including the Deposit. Should the Renter choose to reschedule the Event during this period, the Deposit will be applied to the new date, and payments will be adjusted accordingly, and an additional rescheduling fee may be added to the overall Rental Fee.
5. **Event Capacity.** The total number of Renter’s guests and staff for the Event will not exceed the Facility capacity detailed on the Event Order or the fire marshal’s capacity limit, whichever is lower. This number includes all persons at the Event, i.e., all guests, vendors, security, staff, performers, MCA Denver personnel, and any other persons present at the Event. MCA Denver reserves the right to refuse admission to the Facility to all persons in excess of the Event capacity.

6. **Box Office and Ticketing.** Renter will be responsible for any ticketing and box office services in connection with the Event. MCA Denver will not provide box office services for the Event unless otherwise agreed upon by the parties in writing. If Renter sells tickets for the Event, Renter must provide MCA Denver with a ticketing settlement including an accounting of the number of tickets sold and the prices of the tickets sold for the Event.
7. **Marketing and Promotions.** Renter will be solely responsible for all marketing and promotions for the Event. MCA Denver will have no obligation to promote or market the Event in any way.
8. **Delivery and Return of the Facility.**
 - a. MCA Denver will deliver the Facility on the Event Date in conformance with the specifications set forth on the Event Order. Other than as set forth on the Event Order, the Facility will be provided as-is. MCA Denver makes no warranty regarding the suitability of the Facility for Renter's intended use. MCA Denver makes no warranties, express, implied, or statutory, as to any matter whatsoever, including the condition of the Facility, its merchantability, capacity, performance, fitness for any particular purpose, or that it will meet the requirements of any laws, rules, specifications, or contracts.
 - b. Renter will leave the Facility in the same or similar condition as it was delivered to Renter. Any outside materials brought to the Facility by Renter or any third party on Renter's behalf must be completely removed immediately following the Event. The Facility must be "broom clean" upon return of the Facility to MCA Denver.
 - c. Renter will be responsible for any damage caused to the Facility during or related to the Event, beyond ordinary wear and tear, and will pay for the repair or replacement cost of any such damage. If applicable, Renter will return all rented equipment and property in the same or similar condition as it was delivered to Renter. Renter will pay MCA Denver any amounts due under this section within 10 days of MCA Denver sending Renter a written request therefor, accompanied by written verification of the amount of expenses incurred.
 - d. The following are prohibited at the Facility unless expressly approved by MCA Denver in advance and in writing: (i) nails, staples, glues, screws, tacks, or the like on the walls, ceilings, or floors; (ii) holes in the walls, partitions, ceiling, or floors; (iii) painting of any signs, placards, or other advertising, banners, pennants, awnings, or the like; (iv) sparklers, fireworks, or pyrotechnics of any sort; (v) hazardous, poisonous, or flammable materials; (vi) open flames, grills, or heating elements of any kind, with the express exception of flames, grills, or heating elements used by approved vendors for catering purposes; (vii) glitter, rice, confetti, silk flower petals, bird seed, or silly string; (viii) drugs of any kind, including recreational marijuana; (ix) smoking of any kind, including vaporizers; and (x) live animals of any kind with the exception of properly permitted service animals.
9. **Noise.** Renter will abide by the following limitations on sound pressure and Event ending times:
 - a. Mechanical sound and amplified sound during the Event will be moderated to achieve the sound quality needed for the Event and will not exceed 55 decibels, as measured from the closest residential premises, or 65 decibels as measured from the closest commercial premises. MCA Denver has the authority to require the volume to be reduced at any time during the Event, in MCA Denver's sole discretion. Renter will be responsible for any and all penalties resulting from a failure to abide by the stated decibel limit.

- b. All Event activities will conclude no later than [REDACTED] pm Friday-Saturday and [REDACTED] pm Sunday-Thursday.

10. Safety and Security.

- a. Any disorderly conduct at the Event will be grounds for immediate conclusion of the Event. MCA Denver reserves the right, but assumes no duty or obligation, to take any necessary action, including cancellation of the Event, in order to protect the safety and well-being of the Facility and all guests and personnel at the Event. Renter will assure that the Event will be operated in a safe and secure manner at all times. Children 16 years or younger must be supervised and accompanied by an adult at all times.
- b. MCA Denver reserves the right, but assumes no duty or obligation, to refuse admission to any person into the Facility or to eject any person from the Facility whom MCA Denver believes, in its sole judgment, may cause disruption, disturbances, endanger life, or cause bodily injury or in any way affect the safety and security of the Facility, MCA Denver's employees, staff, personnel, and Renter's guests. Renter hereby waives any and all claims for damages against MCA Denver, its officers, agents, employees, and contractors, resulting from the exercise of this authority.
- c. MCA Denver will not under any circumstances be responsible for the loss, theft, misuse, or damage of or to the personal or organizational property of Renter or Renter's guests. MCA Denver is hereby authorized to remove from the Facility, and to donate or dispose of, any goods, equipment, or other property of any kind or description which belongs to Renter or which was brought to the Facility in connection with Renter's Event and which remains in the Facility after the completion of the Event. MCA Denver will not be liable for any damage to or loss of any such property sustained either during the removal or storage thereof, and MCA Denver, its agents, employees, and contractors are hereby expressly released from any and all claims for any such loss or damage.
- d. Renter acknowledges that the Facility has video surveillance in common areas and consents to the recording of the Event for security purposes. Renter will not tamper with, cover, or remove any cameras located in or around the Facility.
- e. All events being held at the Facility require the presence of MCA Denver staff members (event manager, gallery attendants, bartenders, etc.) for the duration of the entire Event, including pre and post Event services. The size and nature of the Event will determine the staffing levels and fees required.
- f. MCA Denver reserves the right to require Renter, at Renter's expense, to provide security personnel to ensure safety and traffic control for the Event. All security agencies or personnel must be approved by MCA Denver.

11. Insurance.

- a. At least 14 days before the Event, Renter will furnish MCA Denver a certificate(s) of insurance for the Event. Such insurance must be issued by a company reasonably satisfactory to MCA Denver and meeting the coverages set forth on Exhibit A. Renter will ensure MCA Denver is given written notice of any change to such insurance.
- b. At least 14 days before the Event, Renter will furnish MCA Denver a certificate(s) of insurance for any caterer or service provider being hired by Renter for the Event. Such insurance must be issued by a company reasonably satisfactory to MCA Denver and meeting the coverages set forth on Exhibit A.
- c. Renter and anyone claiming through or under Renter, by way of subrogation or otherwise, releases MCA Denver and its affiliates, officers, directors, employees, agents, successors, and assigns from any and all liability or responsibility for any loss, claim, or damage to person or property, even if MCA Denver was aware of such liability or such casualty was caused by the fault or negligence of MCA Denver.

- d. The Museum of Contemporary Art Denver (MCA Denver) and its officers, directors, employees, and agents must be included as Additional Insured in the liability insurance policies of the renter and caterer as listed in Exhibit A
12. **Equipment Damage or Loss.** In the event that MCA Denver property or equipment is included, pursuant to the Event Order, Renter is responsible for loss, damage, or destruction of MCA Denver equipment provided for the Event, ordinary wear and tear excepted. Unless otherwise agreed in writing, Renter will be responsible for the replacement cost value or repair cost of the equipment, whichever is less. Renter is responsible for actual and verifiable loss of use and will compensate MCA Denver for the loss of use of any equipment during the time it is being repaired or replaced, as applicable. Renter is not responsible for loss or damage to equipment caused by MCA Denver's sole negligence or misconduct.
 13. **Event Capture.** MCA Denver reserves the right to make photographs, audio, and video recordings at the Event, at its option, to use in connection with MCA Denver's marketing, promotions, and portfolio. Such capture will be subject to MCA Denver's collection of proper rights and releases from those present at the Event. In the event that Renter captures the Event on video or photograph, Renter grants MCA Denver a nonexclusive, perpetual, irrevocable, worldwide, royalty-free license to reproduce, display, perform, and create derivative works of the video or photographs, in all formats and media, in connection with MCA Denver's marketing, promotions, and portfolio. Renter will not capture any images and/or video in any MCA Denver gallery, or any area in the Facility in which exhibitions or artworks are in view. If Renter wishes to capture the Event on video or photograph, Renter must conduct a walk-through of the Facility with MCA Denver prior to the date of the Event to determine the areas within the Facility that may and may not be filmed or photographed. Renter will ensure compliance with this restriction for all Renter's guests.
 14. **Independent Service Providers.** Renter hereby indemnifies and holds harmless MCA Denver, its affiliates, officers, directors, employees, agents, successors, and assigns, from any damages, actions, liabilities, claims, costs, and expenses (including reasonable attorneys' fees) related to any damage or injury (including death) to person or property caused by any independent service provider hired or employed by Renter to provide services for the Event, including any acts or omissions on the part of Renter, its officers, directors, employees, independent contractors, or agents.
 15. **Food and Alcohol.**
 - a. Only vendors approved by MCA Denver may provide services for the Event. Vendors must schedule deliveries and pickup during the Event setup time detailed on the Event Order, and deliveries must be made at designated access points only.
 - b. In the event alcohol will be served at the Event, all alcohol will be controlled and served by MCA Denver personnel in compliance with MCA Denver's valid permits and licenses. All events providing alcohol must also provide adequate food services, to be approved by MCA Denver. Renter will cooperate with MCA Denver to ensure that alcohol will not be served to anyone under the age of 21, and no guests will be allowed to bring alcohol into the Facility or onto the Facility premises. If Renter will not charge an entry fee for the Event, and alcohol will be served at the Event, Renter represents, warrants, and guarantees that the Event is an invite-only event and attendance will be restricted to Renter's invitees. As an invite-only event, Renter acknowledges that alcohol may be served on the Facility only to invitees.
 - c. Renter indemnifies and holds harmless MCA Denver, its affiliates, officers, directors, employees, agents, successors, and assigns, from any damages, actions, liabilities, claims, costs, and expenses (including reasonable attorneys' fees) for any damage or injury (including death) to person or property related to the consumption of alcohol and for all fees, charges, and fines that result from Renter or Renter's guest violating any rule, law, or

regulation or any of the foregoing terms. Renter will comply with all laws and regulations in relation to alcohol on the Facility including only allowing guests over 21 to consume alcohol on the Facility.

- d. Renter acknowledges and agrees that no food or beverages are allowed in any gallery or any area containing exhibitions or artwork within the Facility. Renter will ensure compliance with this restriction for all Renter's guests.
16. **Control of Facility.** Nothing in this Agreement will be construed to entitle Renter to any right of possession or control of the Facility. It is agreed that MCA Denver reserves the right to possess and manage the entire Facility and to enforce all necessary rules for the management of the Facility. MCA Denver will have the right to enter the Facility at any time for any reason. A representative of MCA Denver may be at the Facility throughout the Event.
17. **Ingress and Egress.** All portions of the entrances, passages, vestibules, halls, and all ways of access to public utilities at the Facility will be kept unobstructed by Renter and will not be used for any purposes other than ingress or egress to, from, and within the Facility.
18. **Use of Name/Image/Logo.** Renter is granted the nonexclusive right to use the name and image of the Facility for the sole purpose of marketing and promoting the Event, subject to MCA Denver's approval in each instance. All uses of the name and image of the Facility must be approved by MCA Denver prior to any public release. This grant is restricted solely to the use of the Facility name and image, and Renter is in no way granted any right or license to use MCA Denver's logo or trademarks in any way in connection with the Event without the express written permission of MCA Denver.
19. **Music Performance Licenses.** Renter will procure, in advance, all licenses required by any music performance societies (e.g. ASCAP, BMI, SESAC, GMR) for music or other works to be utilized, performed, or displayed in connection with the Event. Renter agrees to make direct payment and accounting to the appropriate organizations for the use of musical and/or other works in the Event and to furnish proof of proper licenses, intellectual property rights, and/or payment upon MCA Denver's request.
20. **Indemnification.** In addition to the indemnification above, Renter hereby indemnifies and holds harmless MCA Denver, its affiliates, officers, directors, employees, agents, successors, and assigns, from and against any damages, actions, liabilities, claims, costs, and expenses (including reasonable attorneys' fees) related to Renter's breach of this Agreement and/or Renter's use of the Facility, including any acts or omissions on the part of Renter, its officers, directors, employees, independent contractors, guests, or agents. Renter will immediately notify MCA Denver of any event that may give rise to the foregoing indemnification including damage or injury of which it has knowledge in, to, or near the Facility, regardless of the cause of such damage or injury.
21. **Permitted Use.** Renter is authorized to use the Facility to hold the Event and for no other purpose, unless MCA Denver gives Renter prior written authorization for additional permitted uses. Renter may not use the Facility in any manner that may render the insurance for the Facility void or which may result in increased insurance premiums for MCA Denver with respect to the Facility. Renter is further restricted to the use of such parts of the Facility as described on the Event Order. Renter will not be granted access to any portion of the Facility not set forth on the Event Order.
22. **Alternate Event Date.** In the event that MCA Denver is unable to make the Facility available to Renter on the Event Date, Renter will have the option of choosing an alternate date to hold the Event ("Alternate Event Date"). If Renter selects an Alternate Event Date that is reasonably acceptable to

MCA Denver, then the Alternate Event Date will replace the Event Date for the purposes of this Agreement and this Agreement as modified will remain binding on both parties. If Renter and MCA Denver cannot agree on an Alternate Event Date within 30 days of MCA Denver notifying Renter of the unavailability of the Facility, then MCA Denver will refund to Renter the full amount of the Rental Fee (including the Deposit and Security Deposit). In no case will MCA Denver be liable for any additional costs or damages suffered by Renter arising out of a rescheduling or cancellation of the Event pursuant to this Section 20.

23. **Revocation.** MCA Denver shall have the right to revoke Renter's license to use the Facility at any time prior to the Event Date, provided it gives Renter prior written notice, due to nonpayment of fees, Renter's breach of this Agreement, or if Renter intends to use the Facility for a purpose MCA Denver finds inappropriate in its sole discretion.
24. **Compliance with Laws, Policies, and Procedures.** Renter will comply with all applicable City, State, and Federal laws, including rules and regulations prescribed by the Denver Fire Department, Denver Building Department, Denver Police Department, and all rules and policies set forth by MCA Denver as they pertain to the Facility. Renter will not use the Facility or any part thereof for any unlawful or immoral purpose or in any manner so as to injure person or property in, on, or near the Facility, or in any way that may damage the reputation or public image of MCA Denver. Renter will obtain and maintain all necessary permits, licenses, and other forms of permission necessary to use the Facility as permitted hereunder.
25. **Representations.** Each party represents and warrants that it has full and complete authority to enter into, execute, and perform this Agreement. Each individual signing on behalf of an entity represents and warrants that he/she has full and complete authority to enter into and execute this Agreement on behalf of that entity. Each party acknowledges that it has read and understands all the provisions of this Agreement, and that such provisions are reasonable and enforceable.
26. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes any prior understanding or representation, oral or written, regarding said subject matter. This Agreement may only be modified in a writing signed by both parties. Neither party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other party. If any part of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be limited so as to be valid and the remainder of this Agreement will continue in full force and effect. This Agreement will be governed by the laws of the State of Colorado and the parties hereby submit to the exclusive jurisdiction of the courts located in Denver, Colorado. In the event of any dispute hereunder, the prevailing party may recover its reasonable attorneys' fees and costs. Notwithstanding which party drafted this Agreement, its interpretation will not be construed against either party. This Agreement may be executed in counterparts and digital copies, each of which will be an original and all of which will constitute a single instrument.

****Signature Page Follows****

FACILITY RENTAL AGREEMENT

Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first stated above.

MUSEUM OF CONTEMPORARY ART DENVER

An Authorized Signatory

Date

RENTER

An Authorized Signatory

Date

EVENT ORDER

Contract Date:

Renter

- Name:
- Physical Address:
 - o Mailing Address (if different from Physical Address):
- Phone:
- Email:
- Onsite Contact Name:
- Onsite Contact Phone:

Event Description:

Event Date:

Event Times:

Event Set Up Time:

Event End Time:

Deposit:

Security Deposit:

Rental Fee:

Facility Specifications

MCA will provide the following set up for the Facility:

Facility Capacity:

Renter will be solely responsible for all items not explicitly stated above.

Additional Rental Items

The following are items being rented from MCA Denver by Renter for the Event for the stated rental fees:

Additional Services

The following services will be provided to Renter by MCA Denver for the Event for the following fees:

The parties hereby agree to all terms and conditions of the Facility Rental Agreement and this Event Order.

MCA Denver: Museum of Contemporary Art Denver

RENTER:

By: _____

By: _____

Title: _____

Print Name: _____

EXHIBIT A

INSURANCE REQUIREMENTS

Renter and caterer must provide a correct and complete certificate to MCA Denver no less than 14 days prior to occupying the Facility. The following information is required on the certificate:

Insured

Name and address of individual or business/organization

Insurers Affording Coverage

Insurer A: Name of insurance company providing coverage
Insurer must be authorized to do business in Colorado.

Policy Effective/Expiration

Effective date must be no later than the Event Date or when Renter takes possession of the Facility, whichever is sooner. Expiration date must be at least one day after the Event Date or last day Renter is in possession of the Facility.

Type of Insurance/Limits

- (i) Commercial General Liability including contractual liability and broad form property damage coverage, affording protection for claims arising out of bodily injury, death, and property damage, and having limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (ii) Liquor Law Liability having limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. *For host bar only*, a Host Liquor Liability with same limits will suffice.
- (iii) Automobile liability or Non-Owned & Hired Auto Liability with combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage arising out of loading and unloading;
- (iv) Commercial Umbrella Liability having limits of at least \$3,000,000 per occurrence and \$3,000,000 aggregate (*maybe required for larger events*).
- (v) Statutory Workers Compensation as required by the laws of Colorado, including Employer's Liability with limits of at least \$500,000 per accident.

A Waiver of Subrogation Endorsement must be included.

Additional Insureds: Museum of Contemporary Art Denver and its officers, directors, employees, and agents.

Cancellation or non-renewal: Need at least 10 days advance written notice

Authorized Representative: Must have signature to be valid