

# The Establishment

## FACILITY BOOKING AND USE POLICIES

### General Policies, A - Z

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#### **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.

#### **Beverage Services**

- The Establishment holds a liquor license and therefore all events serving alcohol must utilize The Establishment for beverage services.
- The 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.
- The Establishment 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.

#### **Booking Policies**

***Holding A Date*** - A date may be placed on hold for up to 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 2 business days to secure or release the hold. To secure any date, a signed contract along with a booking fee must be received. An event is not considered confirmed until the contract is duly signed and booking fee is received.

#### ***Securing Event Date / Payment Schedule***

- Payment may be made by check (mailed or delivered in person) or credit card. Checks may be made payable to The Establishment at Bradburn Village and mailed to 11885 N. Bradburn Blvd., Westminster, CO 80031
- 50% of the total venue license fee (non-refundable booking fee) is due at the time the contract is signed or as noted on the cover page of the facility use agreement. The balance 50% plus \$1,000 security deposit is due 90 days prior to the event date.
- Prime dates/seasons including holidays, Saturdays and events within 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.

- The security deposit is fully refundable 30 days following the event provided no damage was incurred by the client, the client's guests, caterer or other vendors assisting with the event, or additional services were added. Liability is, in no way, limited to the amount of the client's security deposit.
- 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.
- A 10% discount off the venue rental will be applied for active military and non-profit groups that can provide a determination letter from the government identifying them as having 501c(3) status.

### **Cancellation and Refund Policy**

- A change of event date constitutes a cancellation.
- The Establishment has right to cancel the 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 the client does not comply with these 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 the client be requested 0 to 90 days prior to the event (or at any time if the event falls on a prime date or during a prime season), the client will forfeit 100% of the total venue license fee, including all ancillary service fees.
- For all other cancellations, the client will forfeit 50% of the total venue license fee (i.e. the nonrefundable booking fee) and all ancillary service fees already paid.

### **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 venue.
- If renting the Madison Boardroom only, client may use the on-site dumpster for trash removal. For more than the Madison Boardroom, the caterer will be required to haul the trash off-site.
- The select caterer will be responsible for setting the tables, chairs and linens provided by the client/rental company and striking/staging at the conclusion of the event.
- Food trucks are allowed at The Establishment for dessert, late night snacks and/or as a minor component of the event. If a food truck(s) is hired for an event, the client must receive prior written approval from the venue and caterer for the use of selected food truck operation. This approval will require acknowledgment and hiring of caterer from The Establishment's approved list for the majority of the event.

### **Damage and Liability**

The Establishment, its 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 The Establishment 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**

- The facility must approve all decorations that are supplied by the client. Decorations must be removed at the end of the event. The venue will not be responsible for any items left after an event.
- No items may be taped, nailed or pinned to walls, doors or ceilings. Command hooks are permitted to hang items on walls.
- Banners are permitted in limited areas.
- No rice, confetti, glitter, silly string, silk flower petals, bird seed etc. are allowed on site.
- Real 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 cost plus 20%.
- Additional clean up and tear down will be billed as additional pre-arranged event hours.
- The Establishment and its agents are not responsible for any items brought to the facility.
- There are no storage facilities located within The Establishment, all décor 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 Westminster Fire Department.
- No fires, fireworks, open flames or heating elements of any kind may be used inside the facilities or beyond the venue's designated outdoor property. BBQ grills and any open flame may not be used without prior written approval.
- Candles can be onsite if they are contained. This can be in a votive, glass cylinder, lantern, etc. The flame must be lower than the surface of the container. No open flame taper candles are allowed, they must be in a container if the client's wishes to light them.

## **Deliveries & Pick Ups**

Deliveries to The Establishment relating to the scheduled event must be delivered and picked up within the contracted event hours unless special arrangements have been made with the venue director.

## **Final Walkthrough**

30 - 45 days prior to the event, a final walkthrough with the client's event planner and caterer 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.

## **Insurance**

On or before 14 days prior to the event, The Establishment requires the client to provide a certificate of insurance for the event. The certificate must name Explorer Bradburn Property LLC and Explorer Bradburn Operations LLC as additional insureds and is required to provide, at minimum, \$1,000,000 in per-occurrence general liability coverage and \$2,000,000 in aggregate general liability coverage. The client's insurance will cover all vendors' liability. Please select professional service companies that can meet this requirement. If a certificate of insurance isn't received 14 days prior to the event, The Establishment will secure one for the client and the client will be given a copy of the policy and billed \$285.00 on the final invoice.

## **Licenses and Permits**

The Establishment strictly adheres to all applicable fire codes and regulations, including the Westminster Fire Department fire codes and regulations. Required permits must be obtained from the Westminster Fire Department and Westminster Building Department.

## **Load In/Out**

- Event load in/out should take place during the time specified in the facility use 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**

- The Establishment must approve all entertainment vendors at least 30 days prior to the event. The company providing entertainment must meet or coordinate with The Establishment 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 the venue management. The venue reserves the right to inspect and control all private events, including the right to monitor and control noise levels.
- All outdoor activity must conclude by 10:00pm Friday-Saturday and 9:00pm Sunday-Thursday. At these times, all event activity must move inside with doors shut.
- If the client or client's vendors violate the noise limits and requests by the venue staff, the results will be early closure of bar services and/or immediate end of the event.

## **Parking**

Parking is available on-street and in the venue's dedicated parking lot, on first come-first served basis. The Establishment is not responsible for damages or cleanliness of vehicles due to parking locations. 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 Establishment 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 Establishment's sole and exclusive property for the full copyright term, and The Establishment 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 Establishment shall have the sole responsibility for obtaining any third party clearances, release and consent necessary for The Establishment's use of such photographs.

## Rental Fee Inclusions and Timing

- Hours are consecutive and include setup/takedown. Unless outlined differently on the cover page to the facility use agreement, contract, hours will be broken down into:
  - *10 hour rental (4 hour setup / 5 hour event time / 1 hour strike)*
  - *6 hour rental (2 hour setup / 3 hour event time / 1 hour strike)*
- Full venue buyout required Friday – Sunday.
- Rates are non-prorated, should additional hours be rented. Additional hours may be purchased for \$250 for setup and strike hours and \$500 for event hours (full venue buyout). Should the client want additional hours for either of the ballrooms Monday – Thursday, they may be purchased for \$300/hour.
- Madison Boardroom/Piersen Lounge Add-On – Either of these rooms can be added to any Monday - Thursday afternoon/full day rental for a flat fee of \$500 per room.
- All events must conclude by 11:00pm on Friday/Saturday and 10:00pm, Sunday –Thursday. Additional time cannot be extended beyond these set times as they are due to city ordinance and neighborhood requirements and cannot be extended – **no exceptions**.
- The rental fee is inclusive of the following: in-house chairs and tables, housekeeping, the venue event manager, in-house audio visual and self-parking. The Establishment includes use of the following in the rental fee:

(1) 4 ft round table	(23) 6 ft schoolboy tables
(31) 5 ft round table	(306) Banquet chairs
(30) 4 ft banquet table	(18) Conference chairs
(35) 6 ft banquet table	(7) Coat rack
(4) 8 ft banquet table	(2) Podium
(14) Cocktail tables	

## Rehearsals

One hour of venue self-access for the rehearsal is included in the venue rental rate. The Establishment can confirm the day and time of the rehearsal 30 days out from event. Rehearsal will be based on the venue's availability and cannot be locked in until 30 days out.

## Restrictions

- The 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.
- The venue reserves the right to require the client, at client's expense, to hire additional security personnel for the event should the venue determine it would be 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.
- The Establishment adheres to all regulations and requirements as provided by the City of Westminster, Adams County, the State of Colorado and the Center for Disease Control (CDC) as needed to provide a safe and healthy environment for staff and guests.
- Upon arrival to the venue, guests may be required to adhere to all COVID-related restrictions while onsite at The Establishment. This may include, but is 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 the venue 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 the venue 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 client and/or event host. Guests may be required to leave if they do not comply.
- The venue prohibits the use of any illegal activity or actions deemed 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 the venue. The client may be charged an hourly rate for additional time needed.
  - Vendors of the event must adhere to all COVID-related restrictions while onsite at The Establishment. This may include, but not limited to, face masks and gloves for all staff, temperature checks upon arrival, regular hand washing, social distancing, sterilizing surfaces, etc. Any personal protective equipment (PPE) required for use onsite must be supplied by vendor.
- Cleanup is the responsibility of the client. Items not removed immediately following the event will be disposed of with no liability of the venue and could result in charges against client’s security deposit. The venue is not responsible for any lost or stolen items.
- 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 the venue is not left clean and clear.

## **Smoking**

- The Establishment is a non-smoking facility.
- Smoking 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 the venue's ownership based on current or forecasted weather conditions.
- Smoking or ingesting any non-prescription drugs, including medical or recreational marijuana, is not permitted on the premises.

## **Specialty Staff**

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

## **Tents**

All required permits must be obtained from the Westminster Fire Department. All tents will be required to have exit signs with battery back-up and fire extinguishers at strategic locations.

## **Vendor Management**

- The Establishment must approve all vendors prior to the final walkthrough. The client is responsible for all vendor activity during the site tours, 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 venue access time.
- All vendors must load in via designated access points.
- Vendors need to begin tear down no later than the set times and be complete within one hour. If additional time is needed, it may be added for a fee as well as the venue may work with the vendor to make arrangements for strike the next day.

## **Wedding/Event Coordinator**

The Establishment requires the use of a wedding/event coordinator for the day of the event. This person will be responsible for overseeing all vendors, taking care of wedding details such as timelines and decorations, etc. This can be a "month of" coordinator or a full-service planner of the client's choice.

Policies are subject to change without notice.

Any additional questions about policies and procedures on having an event at The Establishment, please reach out to our venue director! Thank you for considering booking your event at The Establishment!