



University of Denver

2015 BOOTH
AGREEMENT, POLICIES & RELEASES

April 10, 2015

Event Check-In/Set-Up: 2:00-4:00

Event: 4:00-7:00 PM

Event Clean-Up: 7:00-8:00 PM

Driscoll Ballroom

The University of Denver (DU) is a private University that strives for excellence, innovation, engagement, integrity, and inclusiveness and is dedicated to creating a campus climate with an ethos of respect, understanding, and appreciation of individual and group differences.

CultureFest is an annual University of Denver event that supports the sharing, celebration, and appreciation of diverse cultural backgrounds, customs, and experiences among members of the University of Denver and surrounding Denver community. The event seeks to support internationalization and to foster inclusivity along with a climate of respect and appreciation of differences.

Respect of cultural diversity by all CultureFest participants and attendees is expected. All CultureFest participants and attendees must adhere to the policies of the University of Denver at all times.

Applications that are incomplete and/or do not include all application materials and original signatures and initials will not be approved so please double check your application for completeness prior to submission.

Application Checklist:	Submit completed application packets to:
<input type="checkbox"/> Submitted hardcopy Booth Agreement (p.2) and Policies Form with original signatures; all policies must be initialed (pp. 3-6) <input type="checkbox"/> Included Release Form (p.7/8) for every representative that will oversee your booth at the CultureFest <input type="checkbox"/> <u>If Conducting Sales:</u> Included a merchandise list <u>DU Organization/ Affiliated Student Group:</u> <input type="checkbox"/> Included account # or ID # in item 1 of p. 1 of Booth Agreement <input type="checkbox"/> <u>If serving food from a restaurant,</u> included their Certificate of Insurance <u>Non-DU Organization:</u> <input type="checkbox"/> Included deposit check (\$100) <input type="checkbox"/> Included Certificate of Insurance (if applicable) <input type="checkbox"/> <u>Non-Profits:</u> Included proof of non-profit status <input type="checkbox"/> <u>For-Profits:</u> Included participation check (\$100/booth) <input type="checkbox"/> <u>Food Vendors:</u> Denver Temporary Restaurant Permit	<i>International Student and Scholar Services International House CultureFest Booth Committee c/o Kelsey Abbott 2200 S. Josephine St. Denver, CO 80208 Tel: (303) 871-4912</i>

2015 CULTUREFEST: Booth Agreement, Policies & Releases

Please type information directly into this form, print and provide original initials and signatures where instructed. Submit original form along with any required supplemental application materials to the International House (2200 S. Josephine St., Denver, CO, 80208).

1. Organization/Group Information

Booth Name/Organization _____

DU Organization/Department: Enter Your Organization/Department Account Number: _____

Unofficial DU Group: Enter the Primary Contact's DU ID Number: _____

Non-DU Organization: Enter the Organization Phone & Email: _____

2. Organization/Group's Primary Representative's Information

Representative's Name: _____ Organization Title: _____

Email: _____ Phone: _____

AGREEMENT

Agreement: Please sign below to indicate that you have read, understood, and agree to all of the CultureFest and University of Denver policies, rules, and regulations and that you will share this information with your organization/ booth attendants. Only applications that are complete and include original initials next to the Booth/Exhibit Policies, Rules, & Requirements and a signature below will be reviewed. Please keep a copy of this application and the booth regulations for your records.

NAME OR LIKENESS RELEASE

The undersigned expressly agrees and acknowledges that for promotional purposes the University of Denver and its CultureFest Planning Board reserves the right to photograph, videotape, or otherwise digitally collect your organization's participation in the 2015 CultureFest (the "Works"). Such Works shall be the sole and exclusive property of the University of Denver for the full copyright term and the University of Denver shall have the right to copy, exhibit, display, and otherwise use the Works in any and all media and for all purposes. The undersigned further expressly agrees and acknowledges that in participating in the 2015 CultureFest, your organization shall use its best efforts to obtain and grant any and all third party clearances, releases and consents necessary for University of Denver's use of the Works, including, but not limited to, the enclosed Name and Likeness Release for all persons staffing your organization's booth at the 2015 CultureFest.

AUTHORIZATION AND RELEASE

The undersigned hereby represents and warrants that he or she is duly authorized to execute and deliver this application on behalf of its organization and agrees to assume all risks and responsibilities surrounding participation in the 2015 CultureFest and further to release the University of Denver and all departments and divisions thereof from any claims, demands, actions, causes of action, lawsuits, expenses, or losses (including court costs and all reasonable attorney fees) he or she may have on account of property damage or personal injury (including death) arising out of or attributable to participation in the 2015 CultureFest, unless such property damage or personal injury or death is caused by the negligence of the University of Denver, its trustees, employees or agents. The undersigned, on behalf of his or her organization has read, understands, and agrees with the enclosed rules and regulations and takes full responsibility for the activities conducted in the assigned booth area. The undersigned hereby agrees that his or her organization will comply with the rules of the 2015 CultureFest.

Upon acceptance by the CultureFest Planning Board, your booth application shall be a contract for participation at the 2015 CultureFest. You will be considered in default of your obligations under this agreement if you should fail to observe, to comply with, or to perform any term or condition contained in this agreement.

Representative's Signature: _____ Date: _____

Representative's Printed Name: _____ Initials: _____



2015 CultureFest
Booth/Exhibit Policies, Rules, & Requirements

Mission: The CultureFest, sponsored by the CultureFest Planning Board at the Colorado Seminary, which owns and operates, the University of Denver, University of Denver, is an event intended to support the sharing, celebration, and appreciation of diverse cultural backgrounds, customs, and experiences among members of the University of Denver and surrounding Denver community. The event seeks to support internationalization and to foster inclusivity along with a climate of respect and appreciation of differences.

Below are the Colorado Seminary/University of Denver (also referred to as DU) policies and requirements for all booth applicants and CultureFest participants (also referred to as “you”, “your”, “applicant”, or “participant”). Please read and review these policies and requirements for participation carefully.

Initial next to each number to indicate that you have read, understood, and consent to adhere to each policy, rule, and/or requirement.

Initials General CultureFest Attendance and Participation Policies, Rules, & Requirements

- _____ 1. All CultureFest participants and attendees must adhere to the policies of the University of Denver at all times.
- _____ 2. The CultureFest Planning Board reserves the right to determine the eligibility of any organization, individual, product, material, or service and the right to restrict, prohibit or remove any applicant or restrict any product, materials, or service that violates University of Denver and CultureFest rules and regulations. In the event of any restriction or removal of applicant, product, material or service, the CultureFest Planning Board shall not be liable for refunding booth fees or any other costs incurred by the applicant.
- _____ 3. You are required to comply with any applicable University of Denver policies, including, but not limited to, policies related to discrimination, harassment, sexual harassment, violence, drugs and alcohol use, and the provisions of all state, local, and federal laws, regulations, ordinances, requirements and codes which are applicable to your participation in the 2015 CultureFest, including but not limited to the collection of any applicable sales tax. Any expenses related to the violation of applicable University, local, state, and federal policies are the responsibility of the violator, not the CultureFest.
- _____ 4. Harassment on the basis of any legally protected characteristic is a form of discrimination and is prohibited by University of Denver policy. Prohibited harassment occurs if an environment has been created that is sufficiently severe, pervasive, or persistent so as to unreasonably interfere with a person's work or academic performance or participation in University programming/activities. Prohibited harassment may take the form of (but is not limited to) offensive slurs, jokes, and other offensive oral, written, computer-generated, visual or physical conduct.
- _____ 5. The CultureFest Planning Board may terminate this Agreement, at its sole discretion, if it receives evidence that you and/or any of your members, affiliates, officers, directors, agents or employees have: 1) violated laws, ordinances or rules and regulations, federal, state, local or University of Denver; 2) acted or operated in a manner which constitutes a nuisance and/or disturbance; 3) engaged in harassment; 4) violated any other agreements or violated or anticipates violating this Agreement; or 5) participated in misconduct, property damage, or created circumstances presenting the reasonable threat of damage or injury to persons or property. The CultureFest Planning Board, in its sole discretion, may also require your immediate removal from the premises under such circumstances. The CultureFest Planning Board shall not be liable for damages, including indirect, incidental, special, or consequential damages, including but not limited to, loss of profits, future business opportunities or otherwise, as a result of the termination or removal and you hereby waives any and all other claims, damages or liability on the part of the CultureFest Planning Board and the University of Denver in connection therewith.

- _____ 6. You may not possess or use weapons, ammunition, explosives, fireworks, or other objects designed or used to inflict injury or damage while on University of Denver premises, even if the individual possesses a valid concealed weapons permit or other lawful permission to carry a weapon. This includes, but is not limited to, items which simulate weapons or other dangerous objects. The possession of non-lethal self-defense instruments such as mace is not prohibited; however, the reckless use of those devices is prohibited.

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- _____ 7. The CultureFest Planning Board and the University of Denver are not responsible for any lost, misplaced, or stolen items.
- _____ 8. No alcohol is permitted at any time. Individuals found drinking or serving alcohol will be removed from the event and fined accordingly.

CultureFest Booth Policies, Rules, & Requirements

- _____ 9. Only applications that are complete (for Non-DU organizations this includes for-profit organizations providing a participation fee, for-profit and non-profit organization providing a deposit fee as well as Certificate of Insurance, and proof of non-profit status if required) and include original initials next to the Booth/Exhibit Policies, Rules, & Requirements and a signature on the agreement page will be reviewed.

- _____ 10. A deposit (non-DU booth) and/or fee for damage/violation of booth policies (non-DU and DU organizations) is required.

DU Organizations: A \$100 fee will be charged to your account if the booth policies are violated and/or if damage has been incurred. Additional fees will be billed to the organization after an assessment of damages.

Non-DU organizations: Non-DU organizations must submit a deposit of \$100 in the form of a check made payable to "University of Denver/CultureFest Planning Board." The check will be returned if all booth regulations have been followed and no damage has been incurred. If University or booth rules are not followed and/or damage is incurred, participants will forfeit the \$100 deposit fee and additional fees will be billed to the organization based on an assessment of damages.

- _____ 11. Non-DU organizations that are for-profit must submit a \$100 participation fee per booth space requested; maximum booth request is two booths. If your booth application is approved, this participation fee is non-refundable. Participation fee checks will only be returned to applicants whose booth application is not approved; the original check will be returned in full to the applicant.

- _____ 12. All approved booths must send at least one representative to the mandatory booth meeting occurring prior to the event. The meeting is currently scheduled for April 1st, 2015. From 5-6 PM at the International House (2200 S. Josephine St)

- _____ 13. In order to be eligible to participate in the CultureFest, your booth must be decorated in a safe, celebratory, culturally appropriate, and respectful manner.

- _____ 14. Audiovisual equipment is permitted, but must be confined to the booth and used at a low volume.

- _____ 15. All booth/exhibit displays and activities must be conducted inside the space assigned to you unless otherwise approved by the CultureFest Planning Board.

- _____ 16. All booth representatives must remain within their designated booth space when interacting with attendees. You should keep this in mind when assigning staffing shifts so that there are not too many representatives at one time.

- _____ 17. Designated booth areas/aisles must be kept completely clear of boxes, materials, food etc.

- _____ 18. You are responsible for all of your booth's decorations and supplies. The CultureFest Planning Board will not provide any decoration or supplies.

- _____ 19. Candles, open flames, butane gas, oxygen tanks and other flammable objects (excluding sternos at booths serving food) may not be utilized.

- _____ 20. Electrical needs (e.g., outlet access, extension cord) for items included in your booth such as laptops must be specified in the application and approved prior to start of the CultureFest. If electrical needs are not indicated in this initial application, you may not have access to an electrical outlet at the event.
- _____ 21. All DU-affiliated organizations (e.g., recognized and unofficial student groups) selling merchandise and food/drink at the CultureFest booths must utilize the central ticketing system (1 ticket= \$1). Tickets will be sold at a CultureFest ticket booth; DU-organization booths may not collect cash directly from attendees. To receive reimbursement, collected tickets must be turned-in to the CultureFest Planning Board between 4-4:15 p.m. For recognized DU student groups, funds will be transferred directly into your DU organization account. For DU-affiliated, unofficial student groups, a check will be issued to the group designee. Non-DU organizations may carry out cash transactions at booths but must uphold state and federal tax laws including charging sales tax on purchases. Only merchandise identified in the application and accepted by the CultureFest Planning Board may be sold. Merchandise will be chosen based on how the product fits in with the general theme of the CultureFest. If there is a particular item that needs to be excluded, the CultureFest Planning Board will contact you prior to acceptance of your booth fees. No items with the CultureFest or University of Denver names or logos may be sold. No drug paraphernalia, tobacco products, alcohol or weapons may be sold. All sales of merchandise must comply with all applicable federal, state and local laws, regulations, ordinances, requirements and codes including but not limited to the collection of any applicable sales tax.
- _____ 22. All booths must check-in with the CultureFest Planning Board from 2-3 PM the day of the event in order to obtain their booth assignment location.
- _____ 23. Booths must be set-up by 3:30 PM the day of the event and approved by a CultureFest Planning Board Member or designated University of Denver staff. Booths that violate CultureFest or University of Denver policies will result in the forfeiture of their participation eligibility and participation and deposit fees. Failure to set-up your booth at least one half hour prior to the event start (noon) will also result in the forfeiture of your participation eligibility and participation and deposit fees.
- _____ 24. CultureFest booths must be staffed by at least one representative from the booth participant organization for the duration of the event (noon-4 p.m.). Booth participants that take their booth down prior to the 4 p.m. end of the event will forfeit their deposit or incur a \$100 penalty fee. Booth participants that do not have a representative at the table for the entire event (noon-4 p.m.) will forfeit their deposit or be billed a \$100 penalty fee.
- _____ 25. Booth participants are required to take proper precautions to protect the floor and walls of the Driscoll Student Center. Displays should be freestanding and/or attached to the table. Tape may only be used on the brick walls; adhesives cannot be used on the painted walls or wood. Additional charges may be assessed for use of tape and/or adhesives or damages caused by removal of display items in excess of \$100 deposit/damages fee indicated in item 1 and billed to booth participants.
- _____ 26. Booth clean-up will commence after the CultureFest has ended at 7 p.m. All booths must be cleaned and checked-out by a CultureFest Planning Board member or designated University of Denver staff member by no later than 7:30 p.m. Failure to appropriately check-out prior to leaving the venue will result in the loss of deposit.
- _____ 27. If your organization is not affiliated with DU, the University of Denver requires that you maintain, and provide, a "Certificate of Insurance" showing General Liability Insurance in the amount of \$1,000,000 per occurrence or \$2,000,000 aggregate. All Certificates of Insurance (COI) must state the University's full name as certificate holder and list as an additional insured "Colorado Seminary which owns and operates the University of Denver". You must also maintain workers' compensation insurance with applicable limits in accordance with relevant statutory laws. If your organization does not meet the insurance requirements, you must obtain the approval of DU's Department of Risk Management.

Food/Drink Policies, Rules, & Requirements

- _____ 28. All booths that intend to serve food/drinks must display a sign that clearly indicates the name of the food/drink, the ingredients of the food/drink (potential food allergens should be in bold print or also labeled at the bottom of the sign), and the cost of the food/drink. DU organizations must list the cost in tickets as they are required to use the CultureFest ticketing system.

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- _____ 29. The CultureFest is intended to be a zero waste-event. Booths should be mindful of this in the preparation and distribution of food and beverages. Booths are responsible for providing chafing dishes, sternos, and serving utensil. The CultureFest will provide compostable plates, napkins, silverware, and cups. If you do not have required items, please contract with a rental vendor directly.
- _____ 30. Cooking is not allowed on the CultureFest event site. Food brought in must be completely cooked, following guidelines for sanitary food preparation, including, but not limited to, hot food must arrive hot (ideally 165 degrees but no less than 140), time tagged, and may not be served past four hours after its arrival. All guidelines contained in the [Temporary Retail Food Establishment Guidelines](http://www.denvergov.org/Portals/771/documents/Temporary-Retail-Food-Establishments.pdf) (available online at: <http://www.denvergov.org/Portals/771/documents/Temporary-Retail-Food-Establishments.pdf>) must be followed.
- _____ 31. DU organizations utilizing a restaurant for any or all of the food served at their booth must submit the restaurant's Certificate of Insurance to the International House by March 3, 2015 in order for DU's Department of Risk Management to review and approve it.
- _____ 32. If your organization is not affiliated with DU and you plan to sell food/drinks, you must have a temporary restaurant permit that specifies the exact food you will be serving from the City and County of Denver. The permit must be prominently displayed at your booth. Please review requirements posted at: <http://www.denvergov.org/businesslicensing/DenverBusinessLicensingCenter/BusinessLicenses/RestaurantTemporary/tabid/441704/Default.aspx>.
- _____ 33. Booths that sell or distribute beverages are responsible for keeping the booth area dry and free of spills. Accordingly, booth should ensure that any coolers, pitchers etc. have water-tight seals and that they have relevant supplies (e.g., mop, towels) to quickly clean-up any spills. Booths that do not adhere to this policy will forfeit their eligibility to distribute or sell beverages.

Please have each organization member who will be present at the booth complete the appropriate Assumption of Risk and Release Form (see pp. 7 and 8) and submit to the CultureFest Planning Board prior to the CultureFest.

Please make additional copies of p. 7 and/or p. 8 for your organization members as required.

Individuals who do not submit an Assumption of Risk and Release form will be ineligible for participation in the CultureFest.



2015 BOOTH PARTICIPANT

ACKNOWLEDGMENT OF RISK AND RELEASE/NAME OR LIKENESS RELEASE

THIS DOCUMENT MUST BE **SIGNED BY A PERSON 18 YEARS OF AGE OR OLDER PARTICIPATING IN AN EVENT** HELD UNDER THE AUSPICES OF COLORADO SEMINARY WHICH OWNS AND OPERATES THE UNIVERSITY OF DENVER (HEREINAFTER "DU").

* * *

The individual named below as "Participant" hereby acknowledges that he or she is of 18 years of age or older, agrees to participate in the **CultureFest at the University of Denver, Denver, CO** to be held on April 10, 2015 in the Driscoll Ballroom from 4-7 and further acknowledges his or her full understanding and appreciation that there are risks associated with participating in the Event, including, but not limited to, bodily injury or trauma, partial and/or total disability, paralysis or death or property damage or loss. These risks may be caused by the action, inaction or negligence of the Participant; the action, inaction or negligence of other attendees and performers, misuse of props or equipment, or activities during set-up, presentation or break down.

Participant understands that it is his or her responsibility to consult a physician and to take into account Participant's personal health and physical condition prior to Participant's participation in the Event.

By signing this form, the Participant on behalf of him/herself and his/her heirs, assigns, legal and personal representative(s), agrees to assume all risks and responsibilities surrounding Participant's participation in the Event and further to release the University of Denver and all departments and divisions thereof from any claims, demands, actions, causes of action, lawsuits, expenses, or losses (including court costs and all reasonable attorney fees) he or she may have on account of property damage or personal injury (including death) arising out of or attributable to Participant's participation in the Event, unless such property damage or personal injury or death is caused by the negligence of the University of Denver, its trustees, employees or agents.

Participant grants to the University of Denver and press and media admitted to the Event by the University of Denver the right to photograph, videotape or otherwise digitally collect Participant's name, likeness, voice and sounds (as "Works") during participation in the Event. Participant further assigns and grants to the University of Denver all rights in these Works and the right to use or sublicense these Works and Participant's name, likeness and biography, in the University of Denver's discretion, in all media and in all forms or purposes, including without limitation, advertising and other promotions for the University of Denver, without any further consideration to Participant or Participant's heirs, assigns, legal and personal representative(s).

Booth/Organization Name: _____

Executed this ____ day of _____, 2015.

By signing below, I certify that I am at least 18 years old and agree to the above terms.

PRINTED Full Name of Participant

SIGNATURE of Participant



2015 BOOTH PARTICIPANT- MINOR

ACKNOWLEDGMENT OF RISK AND RELEASE/NAME OR LIKENESS RELEASE PARENTAL PERMISSION FORM

THIS DOCUMENT MUST BE **SIGNED BY THE PARENT OR LEGAL GUARDIAN OF PERSONS UNDER THE AGE OF 18 PARTICIPATING IN AN EVENT** HELD UNDER THE AUSPICES OF COLORADO SEMINARY WHICH OWNS AND OPERATES THE UNIVERSITY OF DENVER (HEREINAFTER "DU").

* * *

The parent or legal guardian of the individual named below as "Participant" hereby authorizes Participant to participate in the **CultureFest at the University of Denver, Denver, CO** to be held on April 10, 2015 in the Driscoll Ballroom from 4-7 PM and further acknowledges his or her full understanding and appreciation that there are risks associated with participation in the Event, including, but not limited to, bodily injury or trauma, partial and/or total disability, paralysis or death or property damage or loss. These risks may be caused by the action, inaction or negligence of the Participant; the action, inaction or negligence of other attendees and performers, misuse of props or equipment, or activities during set-up, presentation or break down.

Participant's parent or legal guardian understands that it is his or her responsibility to consult a physician and to take into account Participant's personal health and physical condition prior to Participant's participation in the Event. Participant's parent or legal guardian by signing further represents that he or she has thoroughly explained to the minor Participant the risks associated with participating in the Event using language appropriate to the age and intellectual capacity of the Participant.

By signing this form, Participant's parent or legal guardian, on behalf of Participant, his/herself and Participant's heirs, assigns, legal and personal representative(s), agrees to assume all risks and responsibilities surrounding Participant's participation in the Event and further to release the University of Denver and all departments and divisions thereof from any claims, demands, actions, causes of action, lawsuits, expenses, or losses (including court costs and all reasonable attorney fees) he or she may have on account of property damage or personal injury (including death) arising out of or attributable to Participant's participation in the Event, unless such property damage or personal injury or death is caused by the negligence of the University of Denver, its trustees, employees or agents.

Participant's parent or legal guardian, grants to the University of Denver and press and media admitted to the Event by the University of Denver the right to photograph, videotape or otherwise digitally collect Participant's name, likeness, voice and sounds (as "Works") during participation in the Event. Participant's parent or legal guardian further assigns and grants to the University of Denver all rights in these Works and the right to use or sublicense these Works and Participant's name, likeness and biography, in the University of Denver's discretion, in all media and in all forms or purposes, including without limitation, advertising and other promotions for the University of Denver, without any further consideration to Participant, his/herself, Participant's heirs, assigns, legal and personal representative(s).

Booth/Organization Name: _____

Executed this ___ day of _____, 2015.

PRINTED Name of Participant

**PRINTED Name of Participant's Parent of
Legal Guardianship**

**SIGNATURE of Participant's Parent of
Legal Guardianship**

