

## Dairy Block – Permission for Photography/Filming

Dairy Block requires professional photographers & videographers to work within these rules to protect the safety and privacy of the public within Dairy Block. These rules apply to any filming or photography. If simply taking a snapshot for personal use, not for profit or sales, no permission is required from Dairy Block.

- **Notice of Filming/Photography with Equipment:** All requests to film/photograph must be received by Dairy Block's property management five business days prior to the shoot. No additional equipment of any kind is to be used; this includes tripods, external flashes, reflectors, etc.
  - The Company requesting to film/shoot is responsible for obtaining any additional permits required by the City of Denver or State of Colorado.
  - Dairy Block may restrict areas as needed to protect the privacy and comfort of our guests at any time.
- **Hours:** Filming and photography is only permitted Sunday through Wednesday between the hours of 1:00 pm and 3:00 pm. No filming or photography is allowed in the corridors of The Maven Hotel, at Kachina Southwest Kitchen or inside the Poka Lola lounge.
- **Fees:** Dairy Block charges a fee of \$200.00 per hour for general photography and filming.
  - Additional fees may be charged for permits issued by the City of Denver.
  - If filming requires areas of the building to be closed off, rental fees may apply.
- **Waiver and Release of Liability:** A *Dairy Block Waiver and Release of Liability* must be signed and returned to property management prior to commencement of photography. Signed waivers may be scanned and sent by email to [pm@dairyblock.com](mailto:pm@dairyblock.com).
- **Parking:** Dairy Block will not provide parking. Valet is available at the regular price, meter parking or parking lots are suggested. When Street Occupancy Permits are required, it shall be the responsibility of the Production Company to obtain a Street Occupancy Permit from the Denver Right of Way Section (720-865-2795), and to abide by regulations of that permit.
- **Filming the General Public:** If filming/photography will or may capture the general public (anyone not directly involved in the shoot), appropriate notices must be displayed in all areas where filming will take place. These notices can be created by a Dairy Block representative. If notices are not displayed, all faces and likenesses are to be blurred by the photographer/videographer. Children under the age of 18 cannot be filmed at Dairy Block without the written permission of their parent or legal guardian.

- **On-premise Requirements:** All photographers/videographers are required to carry proof of identification. A business card or document stating the purpose of the shoot is encouraged. **If request is approved, please have a copy of this signed agreement along with a copy of your certificate of insurance available at the photography or filming shoot. Dairy Block security is not responsible for looking up your agreement.**

Please fill out the Agreement and Waiver and Release of Liability on pages 3 and 4 and submit it to [pm@dairyblock.com](mailto:pm@dairyblock.com) at least five business days in advance of the desired date and time you plan to film/photograph at Dairy Block. The property management team will email you confirmation for permission to photograph/film once we have received your completed agreement and certificate of insurance.

*If approved, please have a copy of this agreement with you at all times during the shoot as well.*

## **Dairy Block – Agreement for Photography/Filming**

Main Contact Name: \_\_\_\_\_

Main Contact Phone Number: \_\_\_\_\_

Main Contact Email Address: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Company Address: \_\_\_\_\_

Date, Time, Duration of Shoot: \_\_\_\_\_

Purpose of Shoot: \_\_\_\_\_

**A CERTIFICATE OF INSURANCE FROM THE COMPANY'S INSURANCE CARRIER IS REQUIRED AND MUST BE SUBMITTED WITH THIS AGREEMENT.**

Any contractor performing work on behalf of Tenant must provide a current, industry standard insurance certificate containing the following language:

*Additional Insured:*

BLK220, LLC (LANDLORD), MCWHINNEY PROPERTY MANAGEMENT, LLC (PROPERTY MANAGER), MCWHINNEY REAL ESTATE SERVICES, INC., ZBLOCK ASSOCIATION, LLC EACH OF THEIR RESPECTIVE DIRECTORS, MEMBERS, MANAGERS, OFFICERS, PARTNERS, SHAREHOLDERS, TRUSTEES, AFFILIATES, SUBSIDIARIES, EMPLOYEES, AGENTS AND REPRESENTATIVES, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, "LANDLORD PARTIES") ARE INCLUDED AS ADDITIONAL INSURED ON ALL APPLICABLE POLICIES. A WAIVER OF SUBROGATION IS PROVIDED IN FAVOR OF ADDITIONAL INSURED ON ALL APPLICABLE POLICIES. THE INSURANCE IS PRIMARY AND NON- CONTRIBUTORY ON ALL APPLICABLE POLICIES. IF APPLICABLE EXCESS LIABILITY COVERAGE IS FOLLOWING FORM.

*Please see the attached sample on page 5.*

**NO CONTRACTOR IS PERMITTED TO PERFORM ANY WORK PRIOR TO SUBMITTING THE ABOVE CERTIFICATE.**

### **Additional Rules & Regulations**

- Police and fire department badges and uniforms, or like or similar uniforms or badges, used as costumes in a production shall not be worn, used, or displayed without permission and supervision from Dairy Block security.
- Room access to The Maven Hotel will not be permitted unless you are a paying guest, staying overnight.
- Dairy Block welcomes your photography. If you would like to formally submit photography taken to be used at the will of Dairy Block, please email [pm@dairyblock.com](mailto:pm@dairyblock.com). By submitting photography, you agree that Dairy Block may use the images in promotional and marketing material, without your approval, photo credit or payment required.
- Filming and photography for members of the press requires different access and accompaniment from a Dairy Block representative. Contact Jacey McDaniel, Marketing Manager, Dairy Block at [Jacey.McDaniel@McWhinney](mailto:Jacey.McDaniel@McWhinney) to arrange press access.

## **Dairy Block Waiver and Release of Liability**

I, on my own behalf and/or on behalf of the participant listed below ("**Participant**"), in consideration for being permitted to engage in the activity specified below (the "**Activity**") at the property listed below (the "**Property**") do hereby release and forever discharge the owner of the Property, its parents, subsidiaries and affiliates, and any of their officers, directors, agents, employees, shareholders and assigns (each a "**Released Party**") from any and all claims, demands, causes of actions, suits, damages, costs and expenses (including, without limitation, attorneys' fees and court costs) for any and all personal injuries to, or death of, any Participant and/or damage or loss of any property of a Participant arising out of, or occurring in connection with, the Activity (each a "**Claim**").

I recognize and acknowledge that my participation in the Activity is solely at my own risk. I understand that this Waiver and Release of Liability (this "**Release**") is absolute as to any Claim which may arise because of participation by any Participant in the Activity.

I further agree to abide by all the rules and regulations of the Property and agree that the Activity may be canceled at any time, without prior notice or warning. I agree that the Participant will immediately cease participation in the Activity upon request. I am authorized, and have the legal capacity, to sign this Release on behalf of, and fully bind, the Participant (including any guardian, heir, executor, administrator or representative of any Participant) to the terms of this Release.

**I HAVE READ AND FULLY UNDERSTAND THIS DOCUMENT, INCLUDING THE FACT THAT I AM RELEASING, AND WAIVING CERTAIN POTENTIAL RIGHTS HELD BY EACH PARTICIPANT SPECIFIED IN THIS DOCUMENT AND VOLUNTARILY AND FREELY AGREE TO THE TERMS AND CONDITIONS SET FORTH.**

Date: \_\_\_\_\_

Activity: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Participant Name: \_\_\_\_\_

Parent or Guardian Signature  
(if under 18): \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER YOUR INSURANCE AGENCY HERE	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED YOUR NAME HERE	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERGES CERTIFICATE NUMBER: REVISION NUMBER:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CONTRACTUAL LIABILITY INCLUDED <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (EA. OCCURRENCE)	\$ 1,000,000
							MED EXP (ANY ONE PERSON)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				COMBINED SINGLE LIMIT (EA ACCIDENT)	\$ 1,000,000
							BODILY INJURY (PER PERSON)	\$
							BODILY INJURY (PER ACCIDENT)	\$
							PROPERTY DAMAGE (PER ACCIDENT)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ _____	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW	N/A	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EACH EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

Description of operations/locations/vehicles (attach Acord 101, additional remarks schedule, if more space is required)  
BLK220, LLC (LANDLORD), MCWHINNEY PROPERTY MANAGEMENT, LLC (PROPERTY MANAGER), MCWHINNEY REAL ESTATE SERVICES, INC., ZBLOCK ASSOCIATION, LLC EACH OF THEIR RESPECTIVE DIRECTORS, MEMBERS, MANAGERS, OFFICERS, PARTNERS, SHAREHOLDERS, TRUSTEES, AFFILIATES, SUBSIDIARIES, EMPLOYEES, AGENTS AND REPRESENTATIVES, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, "LANDLORD PARTIES") ARE INCLUDED AS ADDITIONAL INSURED ON ALL APPLICABLE POLICIES. A WAIVER OF SUBROGATION IS PROVIDED IN FAVOR OF ADDITIONAL INSURED ON ALL APPLICABLE POLICIES. THE INSURANCE IS PRIMARY AND NON-CONTRIBUTORY ON ALL APPLICABLE POLICIES. IF APPLICABLE EXCESS LIABILITY COVERAGE IS FOLLOWING FORM.

<b>CERTIFICATE HOLDER</b> MCWHINNEY REAL ESTATE SERVICES, INC. 2725 ROCKY MOUNTAIN AVE. SUITE 200 LOVELAND, CO 80538	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTORIZED REPRESENTATIVE