

**Food and Beverage Concession
and Retail Services
at
City Venues**

13-0479

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CONCESSION AGREEMENT

This Concession Agreement (this “**Agreement**”) is entered into, as of the date set forth on the City’s signature page below, by and between the **City and County of Denver**, a municipal corporation organized and existing by virtue of Article XX of the *Constitution of the State of Colorado* (the “**City**”), and **Service America Corporation, d/b/a Centerplate**, a Delaware corporation licensed and authorized to do business in the State of Colorado, whose address is 2187 Atlantic Street, Stamford, CT 06902 (the “**Concessionaire**”).

WITNESSETH:

WHEREAS, City is the owner and operator of the Colorado Convention Center and the Denver Performing Arts Complex (collectively, the “**Facilities**”), which Facilities are located in the City and County of Denver, Colorado; and

WHEREAS, Concessionaire is engaged in the business of providing food, alcoholic and non-alcoholic beverages, and retail service, including concession and banquet and catering services; and

WHEREAS, City desires to grant to Concessionaire certain exclusive and non-exclusive rights to perform the aforesaid services at the Facilities, and Concessionaire desires to perform the aforesaid services;

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges and obligations set forth below, City and Concessionaire mutually agree as follows:

1 *Definitions*

Unless otherwise specifically indicated in this Agreement, the following words and phrases shall be defined as follows:

Accounting Period - means a calendar month period.

Additional Expenditures – has the meaning provided in Section 18.A of this Agreement.

Annual Report - has the meaning provided in Section 5.C of this Agreement.

A&V or Arts & Venues - means the agency for the City and County of Denver that manages and oversees the following City-owned or City-managed facilities: the Denver Coliseum, Red Rocks Amphitheatre, McNichols Civic Center Building, Performing Arts Complex, and Colorado Convention Center. The facilities managed by A&V may be modified from time to time either adding or deleting property.

Backstage Catering – means City-approved Catering Services for performers and crew at the Facilities.

Bonfils – means the array of venues known as the Helen Bonfils Theatre Complex located in the PAC and operated by DCPA.

Catering Services - means the preparation and serving of food and beverage at a per-plate, per-person charge, where payment for such preparation and food and beverage service rests with one individual or company.

CCC - means the structure and grounds known as the Colorado Convention Center in the City and County of Denver, which may sometimes be referred to as a “Facility”.

CCC Business Incentive Fund – has the meaning provided in Section 8.C of this Agreement.

CCC Gross Receipts – means the Gross Receipts attributable solely to the Services provided at the CCC.

City - means the City and County of Denver, Colorado.

City-Provided Equipment – has the meaning provided in Section 7.I of this Agreement.

City-Provided Smallwares – has the meaning provided in Section 7.H of this Agreement.

City Commission – means the percentage of Gross Receipts to be paid by Concessionaire to the City in accordance with Section 4.A.

Concessionaire – means Service America Corporation, d/b/a Centerplate, a Delaware corporation licensed and authorized to do business in the State of Colorado, and its employees, agents, and legal representatives.

Concession Services - means all sales of food and beverages, including alcoholic beverages, in the Facilities including, without limitation, from permanent or portable concession stands, roving vendors, bars, restaurants, and other food and beverage services areas.

Contract Year – refers to any one of the following time periods:

July 1, 2013 – December 31, 2013 (“**Contract Year 1**”)

January 1, 2014 – December 31, 2014 (“**Contract Year 2**”)

January 1, 2015 – December 31, 2015 (“**Contract Year 3**”)

January 1, 2016 – December 31, 2016 (“**Contract Year 4**”)

January 1, 2017 – December 31, 2017 (“**Contract Year 5**”)

January 1, 2018 – June 30, 2018 (“**Contract Year 6**”)

Cost of Sales – means the direct cost for all goods and services sold at the Facilities.

DCPA – refers to the Denver Center for the Performing Arts, a private non-profit organization engaged in the arts business in running theaters and event spaces, producing theatrical

productions and presenting Broadway musicals. The DCPA operates the array of venues known as Bonfils and the Garner Galleria Theatre, which venues are located within the PAC.

Executive Director - means the Executive Director of the A&V, as from time to time appointed by the Mayor of Denver, and shall include his or her designee(s) and such person or persons as may from time to time be authorized to represent the City with respect to any or all matters pertaining to this Agreement. Except as otherwise required by law or rules of the City, any matter contemplated under this Agreement that requires or permits the action or approval of the City may be acted upon or approved by the Executive Director.

Facility or Facilities – as applicable, mean the CCC or the PAC, individually, or the CCC and the PAC, collectively.

GAAP - generally (industry wide) accepted accounting procedures.

Galleria – refers to the covered Galleria 2,000-person capacity event space located within the PAC.

Gross Profit Report – has the meaning provided in Section 5.D of this Agreement.

Gross Receipts – refers to the total amount of money and service and rental charges received or charged by Concessionaire, cash or credit and whether collected or not, for all sales derived at the Facilities as a result of the Services performed by Concessionaire pursuant to this Agreement, excluding ordinary and customary credit card fees paid, applicable sales taxes, and gratuities to the extent that those gratuities are paid by Concessionaire directly to its employees. Gross Receipts shall also include, without limitation: (i) one hundred per cent (100%) of any commissions paid by Subcontractors to Concessionaire, and (ii) monies retained by Concessionaire from the provision of automated teller machines (ATMs) and vending machine services, less any direct costs incurred by Concessionaire.

HACCP – Federal guideline program entitled “Hazard Analysis Critical Control Point” dealing with correct holding temperatures and handling methodologies required for various food products.

Inventory Method – means the system used to count product before and after a sales period to determine how many units of each product were sold during such period. The sold units, exclusive of any spoilage, are multiplied by the unit pricing to determine the total sales for a Space. Spoilage shall be kept at a minimum and shall include employee meals; without limiting the generality of the foregoing, for each Accounting Period, any cost associated with spoilage that exceeds 0.5 percent of the total food cost for the subject Accounting Period shall be borne solely by Concessionaire and shall not be deducted from the Gross Receipts.

Marketing Fund – has the meaning provided in Section 8.B of this Agreement.

Minimum Guaranteed Payment – means the minimum amount of money that shall be paid to the City by Concessionaire as provided in Section 4.A in this Agreement.

Monthly Report – has the meaning provided in Section 5.B of this Agreement.

No Cost Events – has the meaning provided in Section 8.C of this Agreement.

Novelties - means any merchandise, programs, souvenir books, CD's, t-shirts, etc. that are made available for sale at the Facilities.

Novelties Services – refers to all sales of Novelties by Concessionaire at the Facilities.

PAC – means the structure and grounds known as the City's Performing Arts Complex, which may sometimes be referred to as a "Facility." Note: The Services to be provided by Concessionaire pursuant to this Agreement extend to the Sculpture Park and Galleria as set forth herein but do not extend to the following areas within the PAC: Bonfils, the Garner Galleria Theatre, or the Limelight Supper Club and Lounge.

PAC Gross Receipts - means the Gross Receipts attributable solely to the Services provided at the PAC.

Reserve Fund – has the meaning provided in Section 16.C of this Agreement.

Sales Cart – has the meaning provided in Section 2.C of this Agreement.

Services – refers collectively to the Concession Services, the Catering Services, the Novelties Services, and other services described in this Agreement, including in **Exhibit E**.

Space or Spaces - shall mean the area or areas of the Facilities designated in **Exhibit A** of this Agreement. Such Spaces shall be the places where the business of Concessionaire may be conducted. Spaces may change periodically and may be increased or decreased as directed by the Executive Director.

Special Emphasis Food Service Areas – shall mean temporary or episodic food and beverage services areas such as, without limitation, food trucks and pop-ups.

Sponsor – means an entity that has entered into or, in the future, enters into an agreement with City or its agent for some consideration in return for sponsorship of its product.

Subcontractor – means any third party vendor or contractor that is contracted by Concessionaire to provide or perform the Services.

Tenant – refers to any person or entity that may from time to time enter into any agreement with the City or SMG, the entity providing management and booking services at the CCC, for the use of the Facilities, or a portion thereof.

Term – means the term of this Agreement, which shall be effective from July 1, 2013 until June 30, 2018, unless earlier terminated as provided in this Agreement.

TIPS, TEAM – refers to programs related to alcoholic beverage management control systems and certain procedures to be implemented by Concessionaire when serving guests.

Urban Farm – shall mean that certain organic garden located at the CCC. Note, the Urban Farm currently is known as the “Blue Bear Farm.” However, Concessionaire acknowledges and agrees that there are intellectual property issues surrounding its use of the image and name “Blue Bear”, which issues Concessionaire shall promptly resolve with the artist of the artwork entitled “I See What You Mean” currently located outside the CCC or shall cease using such name and image.

Vending Machines – means all automatic vending machine equipment that serves canned, cartoned, and/or pre-packaged foods in an automated manner.

Weekly Report - has the meaning provided in Section 5.A of this Agreement.

2 Use of Spaces and Other Areas

- A. Concessionaire shall use and occupy the Spaces shown on the drawings attached hereto as **Exhibit A** solely for the purpose of performing the Services consistent with the terms and conditions set forth in this Agreement. The Spaces may be subject to increase or decrease from time to time at the Executive Director’s sole discretion.
- B. Concessionaire may occupy and use other common use areas within the Facilities solely in the performance of the Services consistent with the terms and conditions set forth in this Agreement including, but not limited to, concourses and aisles in the Facilities’ seating areas.
- C. The Executive Director may limit or eliminate portable carts and stands for concession and Novelties sales (any such cart or stand, a “**Sales Cart**”) and storage spaces used by Concessionaire to accommodate event requirements. The locations of any and all Sales Carts and storage spaces desired by Concessionaire shall be prior approved by the Executive Director; provided, however, that Concessionaire shall acquire no rights to such locations once assigned, it being understood by the parties that the City reserves the right to require Concessionaire to eliminate or relocate such Sales Carts and/or to relocate or remove items and equipment from storage spaces.

3 Term

The term of this Agreement shall commence July 1, 2013 and continue through and including June 30, 2018.

4 Payments

In consideration of the rights and privileges herein granted, Concessionaire agrees to the following:

A. City Commission – Concessionaire shall pay monthly to the City (the “**City Commission**”) an amount equal to the sum of the following:

1. Thirty-four percent (34%) of the CCC Gross Receipts for each Accounting Period; provided, however, that this amount shall increase to thirty-seven percent (37%) of the CCC Gross Receipts commencing on July 1, 2016; and
2. Thirty-five percent (35%) of the PAC Gross Receipts for each Accounting Period; provided, however, that this amount shall increase to thirty-eight percent (38%) of the PAC Gross Receipts commencing on July 1, 2016.

The City Commission shall be paid to the City on the date that Concessionaire provides the City with its Monthly Report for the subject Accounting Period as set forth in Section 5.B below. If the aggregate of the City Commissions paid to the City during Contract Year 1 or 6 is less than Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) or during Contract Year 2, 3, 4, or 5 is less than Five Million and No/100 Dollars (\$5,000,000.00) (as applicable, the “**Minimum Guaranteed Payment**”), Concessionaire shall pay to the City, on or before ten (10) calendar days after the City’s receipt of the applicable Annual Report, an amount equal to the Minimum Guaranteed Payment less the aggregate of the City Commissions paid to City during the subject Contract Year.

B. Document Review Fee - As a contract condition, Concessionaire shall pay a fee of Twenty-Nine Thousand and No/100 Dollars (\$29,000.00) to the City at the time of execution of this Agreement.

C. Denver Seeds Contribution - As additional consideration for the rights granted to Concessionaire by the City under this Agreement, Concessionaire shall provide to the City over the course of each Contract Year a cash or in-kind donation in the amount of Ten-Thousand and No/100 Dollars (\$10,000.00) to support the Mayor’s Denver Seeds urban farming initiative; provided, however, that the amount of such cash or in-kind donation in Contract Year 1 and Contract Year 6 shall be Five-Thousand and No/100 Dollars (\$5,000.00). If, at the end of a Contract Year, Concessionaire has not made the full contribution for such Contract Year, Concessionaire shall pay the remaining amount owed to the City, in cash, on or before ten (10) calendar days after the City’s receipt of the applicable Annual Report.

D. Taxes, Charges, and Penalties – The City is not liable for the payment of taxes, late charges, or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance Denver Revised Municipal Code (DRMC) § 20-107 *et seq.* Concessionaire shall promptly pay when due all taxes, bills, debts and obligations it incurs performing the Services under this Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property. Concessionaire will hold the City harmless from actions by suppliers and will permit no liens whatsoever to be placed against any property of the City as a result of the failure of Concessionaire and/or Subcontractors to timely pay all suppliers. Without

limiting the generality of the foregoing, Concessionaire shall collect and promptly disburse all taxes required by federal, state and local authorities for any sales conducted by Concessionaire in the Facilities and shall pay any applicable taxes relating to, without limitation, its performance and operations of the Services and its use of equipment and inventory. Concessionaire shall notify the City before delinquency of any taxes, levies, and assessments arising from its activities on or occupancy of the Facilities, including but not limited to taxes arising out of its performance of the Services; taxes levied on its property, equipment and improvements within the Facilities; and taxes on Concessionaire's interest in this Agreement, including any leasehold interest that may be deemed to have been created hereby. In the event the State of Colorado makes any demand upon the City for payment of leasehold excise taxes resulting from Concessionaire's occupancy of the Facilities or withholds funds due to the City to enforce collections of leasehold excise taxes, Concessionaire shall be liable for such taxes together with any interest and penalties associated therewith or, at no expense to the City, may contest such collection action and shall indemnify the City for all sums expended by the City, or withheld by the State of Colorado from the City, in connection with such taxation.

- E. Acceptance of Payment** - The City's acceptance from Concessionaire of any report, City Commission, or Minimum Guaranteed Payment shall not be deemed a waiver of the City's right to claim any additional payment after a review and inspection of Concessionaire's books and records.
- F. Miscellaneous Promotional Agreements** - From time to time, in the best interests of the City, the City may direct Concessionaire to adopt promotional or marketing efforts to increase sales of food, beverage or other services, which efforts may affect Concessionaire's rights and obligations under this Agreement and/or the City Commission. When these marketing/promotional efforts occur, Concessionaire and the City shall, in writing, mutually agree on terms and document the effort with the details including, among other things, a description of the effort and pricing.
- G. Annual Appropriations** - Any payment obligation of the City, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and this Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5 Reports and Records

- A. Weekly Report** – By noon on each Monday, Concessionaire shall generate and remit to the City, through the Executive Director, a report (each, a “**Weekly Report**”) which shall include for events held at each Facility during the preceding week, among other things as specified by the City: attendance numbers, total Gross Receipts, Gross Receipts for City-specified sales categories, and City Commission, as shown on the sample Weekly Report attached hereto as **Exhibit B**. The Weekly Reports are informational and should be used to roll up into a consolidated Monthly Report by event for each event during the month.

- B. Monthly Report** - On or before the close of business on the fifteenth (15th) business day after the end of each Accounting Period, Concessionaire shall generate and remit to the City, through the Executive Director, a report of Concessionaire's operations at the Facilities for the Accounting Period (the "**Monthly Report**"). The Monthly Report shall be signed by an authorized representative of Concessionaire and shall include, among other things as specified by the City: total Gross Receipts, Gross Receipts for City-specified sales categories, City Commission, CCC Business Incentive Fund balance, Additional Expenditures balance, and Reserve Fund balance, as shown on the sample Monthly Reports attached hereto as **Exhibit C**.
- C. Annual Report** - Not later than forty-five (45) calendar days of the close of each Contract Year, Concessionaire shall generate and remit to the City a true and accurate audited gross receipts statement (the "**Annual Report**"), which Annual Report shall include, among other things as specified by the City, end of year totals of: attendance, total Gross Receipts, Gross Receipts for City-specified sales categories, City Commission, CCC Business Incentive Fund balance, Additional Expenditures balance, and Reserve Fund balance. The Annual Report shall be prepared and certified by an independent certified public accountant who has audited the same in accordance with GAAP for special reports. An Annual Report shall be furnished and paid for by Concessionaire for each Contract Year of the Term in which business was transacted under this Agreement during the whole or any part of the year. For the avoidance of doubt, the initial Annual Report shall cover July 1, 2013 through and including December 31, 2013, and the final Annual Report shall cover January 1, 2018 through and including June 30, 2018.
- D. Gross Profit Report** – Not later than sixty (60) calendar days after the close of each Contract Year, Concessionaire shall generate and remit to the City a report of gross profits for the subject Contract Year (the "**Gross Profit Report**") in substantially the same form as provided in the sample Gross Profit Report attached hereto as **Exhibit D**. It is not a requirement of this Agreement that the Gross Profit Report be audited by an independent certified public accountant; however, the Gross Profit Report shall be certified as true and accurate by Concessionaire's vice president and area controller overseeing the region where the Facilities are located.

6 Books of Account and Auditing

- A. Bookkeeping System** - Concessionaire agrees to establish and maintain a system of bookkeeping satisfactory to the City Auditor. Such system shall be kept in a manner that distinguishes each Space that is operated by Concessionaire from all other Spaces operated by Concessionaire.
- B. Records Maintenance** - Concessionaire shall maintain, in accordance with GAAP, accurate books and records in connection with the business conducted by Concessionaire hereunder. Concessionaire shall retain such books and records for a period of three (3) years following the end of the Contract Year to which they pertain and shall make such

books and records available for inspection by representatives of the City, including, without limitation, the City's Auditor and independent auditors hired by the City. Such books and records shall include, without limitation, all sales slips, cash register tapes, stand sheets, sales books, bank books or duplicate deposit slips, and all other evidence of total receipts, Gross Receipts, Minimum Guaranteed Payments, City Commissions, Monthly Reports, Weekly Reports, Annual Reports, and CCC Business Incentive Fund, Marketing Fund, Additional Expenditures, and Reserve Fund balances (collectively, the "**Financial Records**").

- C. Examination of Records** – Any authorized agent of the City, including the City Auditor, his or her representative, or independent auditors hired by the City, has the right to access and the right to examine and/or audit any Financial Records and other pertinent books, documents, papers and records of Concessionaire (together with the Financial Records, the "**Records**"), involving transactions related to this Agreement until the later of three (3) years after the final payment under this Agreement or expiration of any applicable statute of limitations. Concessionaire shall make its Records available to the City within fourteen (14) calendar days of its receipt of a written request from the City for the same. Concessionaire may satisfy this requirement by either: (i) making the Records available for examination within the Denver metropolitan area; or (ii) paying the City, in full and in advance, travel and related expenses for a City representative to travel to any location outside the Denver metropolitan area for such examination. Upon completing such travel, expenses shall be reconciled, and any difference between the advance payment and the actual expenses shall be paid by or refunded to Concessionaire as appropriate. The parties agree that any delay in furnishing Records to the City will cause damages to the City which the parties agree are liquidated in the amount of Three Hundred Fifty and No/100 Dollars (\$350.00) per day for each day the Records are unavailable beyond the fourteen (14) day deadline established herein.
- D. Audit Deficiencies** - If the City determines after an audit for any Contract Year that the payments made to the City were understated or materially misstated in the Annual Report, Concessionaire shall pay the amount of the deficiency plus interest at 2% per month compounded daily computed from the date due until the date paid. If such payments were understated or materially misstated by more than 1%, Concessionaire shall pay to the City the cost of the audit in addition to the deficiency and interest. If the City determines after an audit that the City was overpaid, the City shall have the option to either credit an overpayment against a subsequent amount due or provide a refund to Concessionaire.
- E. Inspection of Records** - Concessionaire agrees that the City, and any of the City's agents including the City's Auditor or an authorized representative of the Auditor, may inspect any document, return, data or report filed pursuant to Chapter 53 of the Denver Revised Municipal Code by Concessionaire with the City's Manager of Finance and any related reports, document, data or other information generated by the City's Manager of Finance or employees under the control of the Manager of Finance in connection with any investigation or audit of Concessionaire by the City's Department of Finance. Concessionaire authorizes and permits the inspection of such documents, data, returns,

reports and information by the City and any of its agents including City's Auditor or an authorized representative of the Auditor and waives any claim of confidentiality that it may have in connection with such documents, returns, data, reports and information.

F. Required Onsite Records - Concessionaire shall keep within the Facilities proper, adequate, and accurate accounting books and records prepared in accordance with the bookkeeping system approved by the City of all business and transactions engaged in by Concessionaire pursuant to this Agreement. Such onsite books and records shall include, without limitation, daily receipts and expenses, daily bank deposits, daily sales records, and copies of all business tax returns filed with the State of Colorado and of all federal income tax returns.

G. Cash Registers and Inventory Sheets - At each location where cash registers are used, cash register tapes shall be balanced with the inventory to determine the Gross Receipts from that location. At each location where cash registers are not used, the Inventory Method shall be used to determine Gross Receipts. Concessionaire shall retain all cash register receipts and stand inventory sheets in accordance with this Agreement; these documents are subject to audit by the City by provisions of this Agreement.

7 Concessionaire Rights and Obligations

A. Services – Concessionaire shall perform the Services in a timely and first-class manner, in accordance with all of the requirements of this Agreement, including **Exhibit E**.

B. Exclusive Rights - Except as otherwise stated in this Agreement, Concessionaire shall have the following exclusive rights and obligations to provide Concession Services and Catering Services within the Facilities before, during, and after each event and at such other times as are required by the City.

1. **PAC.** Concessionaire shall have the exclusive right to provide Catering Services at the Ellie Caulkins Opera House and Concession Services at the Ellie Caulkins Opera House, the Buell Theatre, and the Boettcher Concert Hall; provided, however, that the Executive Director may allow, from time to time, exceptions to this right based on Tenant, constituent, or client needs (but not to exceed five (5) events per Contract Year).
2. **CCC.** Concessionaire shall have the exclusive right to provide Concession Services and Catering Services at the CCC; provided, however, that the Executive Director may allow, from time to time, exceptions to this right based on Tenant, constituent, or client needs (but not to exceed five (5) events per Contract Year).

C. Non-Exclusive Rights/Exclusive Rights Exceptions –

1. **Catering and Concession Services at PAC.** Except as otherwise provided in Section 7.B.1 above, Concessionaire shall have the non-exclusive right and

obligation to provide Catering Services and Concession Services at the PAC at such times as are required by the City.

2. **Sales Carts.** Concessionaire may provide Concession, Catering or Novelties Services in the City-owned parking garages on event days only upon the approval of the Executive Director in his or her sole discretion. The City shall not allow other vendors to operate Sales Carts or otherwise sell food, beverage, or novelty items within said City-owned parking garages on event days. The City reserves the right to allow other vendors to operate Sales Carts and to otherwise sell food, beverages, and novelty items in said parking garages on non-event days; provided, however, that the City may allow such non-Concessionaire sales only if the City first provided Concessionaire with the opportunity to provide the Concession Services and Novelties Services within said parking garages and Concessionaire declined to provide such services. Notwithstanding anything to the contrary contained in this Subsection 7.C.2, the City may, on occasion and at the Executive Director's discretion, allow vendors of Special Emphasis Food Services Areas to provide Concession Services at the PAC.

3. **Vending and ATM Machines.**

The Executive Director may require Concessionaire to provide, either directly or by subcontract, non-exclusive Vending Machines services and non-exclusive ATM services at the Facilities. Vending Machines and ATMs shall not be used by Concessionaire except with the prior written approval of the Executive Director. In the event the Executive Director requires Concessionaire to provide Vending Machines or ATMs or Concessionaire desires to provide such machines, Concessionaire shall submit a written proposal identifying the items to be sold, suggested prices, type and style of machines, and recommended locations in writing, for the consideration and approval by the Executive Director. Concessionaire's proposal also must include an explanation of vending control methods. Concessionaire shall not subcontract for the provision of these services unless the prior written approval of the Subcontractor is obtained from the Executive Director. Concessionaire shall be responsible for accounting for receipts and expenses for these services in accordance with Sections 5 and 6 of this Agreement.

4. **Historic or Special Events.** The City may permit a Tenant the right to sell food, beverages, and/or Novelties during its event if (i) there is historic precedent at the Facilities for such Tenant to conduct such sales or (ii) special sales arrangements for the subject event would be common and accepted industry practice. By way of example, this exception to Concessionaire's exclusive rights shall apply to the Great American Beer Fest and the Holiday Food & Gift Show.

5. **Backstage Catering.** Backstage Catering is non-exclusive and non-commissionable provided that Concessionaire shall provide Backstage

Catering at cost plus ten percent (10%). Cost shall include cost of product and any direct cost associated with delivery of product. Notwithstanding the foregoing to the contrary, Concessionaire shall exclusively provide alcoholic beverages for Backstage Catering events at cost plus 10%. The “plus 10%” shall not be included in Gross Receipts. The City will determine what events constitute Backstage Catering.

6. **Wholesale Sales.** Concessionaire shall provide food and beverage services to Tenants or City agencies at a price equal to cost plus a ten percent (10%) fee, when reasonably requested and directed in writing by Executive Director. Such sales shall be non-exclusive and non-commissionable. The 10% fee shall not be included in Gross Receipts.
7. **Novelties Services.**
 - (i) **PAC.** Concessionaire shall provide non-exclusive Novelties Services at the PAC if and when directed by the Executive Director. In the event the Executive Director directs Concessionaire to provide Novelties Services for an event, Concessionaire shall be given the right to negotiate a split of Novelties’ receipts with the applicable Tenant. Concessionaire shall negotiate for the most favorable return and the City will support Concessionaire’s efforts to secure a favorable split. The City will retain the right of final decision if an impasse occurs. Concessionaire’s share of the split shall be included in the Gross Receipts. This Subsection 7.C.7(i) shall not apply to the events described in Subsection 7.C.4 above.
 - (ii) **CCC.** Concessionaire shall have the exclusive right to provide Novelties Services for one-off events held in the Belco Theatre; for purposes of this subsection “one-off events” shall mean those events at the Belco Theatre that are not in conjunction with or related to a convention being held at the CCC. In all other instances, Concessionaire shall provide non-exclusive Novelties Services at the CCC if and when directed by the Executive Director. In the event the Executive Director directs Concessionaire to provide Novelties Services for an event, Concessionaire shall be given the right to negotiate a split of Novelties’ receipts with the applicable Tenant. Concessionaire shall negotiate for the most favorable return and the City will support Concessionaire’s efforts to secure a favorable split. The City will retain the right of final decision if an impasse occurs. Concessionaire’s share of the split shall be included in the Gross Receipts. This Subsection 7.C.7(ii) shall not apply to the events described in Subsection 7.C.4 above.
8. **Concessionaire Approval.** Concessionaire may, in its reasonable discretion, approve exceptions to its exclusive rights, and Concessionaire may impose reasonable conditions on such approvals, such as the payment of an outside concession fee and such other terms and conditions as would be standard in

such agreements. The amount of any outside concession fee shall be included in the Gross Receipts.

9. **Additional Services.** If requested by the City, Concessionaire shall supply, on a non-exclusive basis, housekeeping, box office, or other services at a predetermined rate per hour per employee, subject to Concessionaire's ability to reasonably provide such services. Payments by City for such services shall not to be included in Gross Receipts.

D. Alcohol Service –

1. **By Concessionaire.** The Executive Director shall designate the types of activities and events at which liquor and/or beer and/or wine may be sold, and Concessionaire shall provide such alcohol service and seek modifications to its liquor license if necessary, as directed by the Executive Director. The final decision as to when, where, if and which types of alcoholic beverages may be sold rests within the sole discretion of the City to the extent permitted by applicable law. It is agreed and understood that there shall be no adjustment of the City Commission or Minimum Guaranteed Payment should the City restrict or prohibit the sale of alcoholic beverage during certain activities and events.
2. **By Others.** In the event alcohol is provided by a person or entity other than Concessionaire, Concessionaire shall have the exclusive right to sell ice, cups, and beverages (commonly referred to as set-ups), and to levy a corkage charge during the subject event at a price approved by the City. Revenues from such sales shall be included in the Gross Receipts.
3. **Suspension of Liquor License.** In the event that Concessionaire's liquor licenses(s) is lost or suspended, for any reason, or Concessionaire is unable to obtain a liquor license, for any reason, and, as a result, Concessionaire is prevented from selling alcoholic beverages at any portion of the Spaces where the sale of alcohol was contemplated or previously allowed, then the City may have another entity (a "**Replacement Provider**") provide such service within the affected Spaces, to the extent allowed by law, and Concessionaire agrees to yield the occupancy of those portions of the Spaces that the Executive Director determines are necessary for the substitute alcohol provider to adequately provide alcohol beverage service. Further, Concessionaire shall pay to the City liquidated damages in an amount equal to thirty-four percent (34%) of the reasonably anticipated lost CCC Gross Receipts relating to alcohol sales for each event at the CCC that Concessionaire would have had an opportunity to sell any alcoholic beverage during the period of time that Concessionaire is without a liquor license and thirty-five percent (35%) of the reasonably anticipated lost PAC Gross Receipts relating to alcohol sales for each event at the PAC that Concessionaire would have had an opportunity to sell any alcoholic beverage during the period of time that the Concessionaire is without a liquor license; provided, however, that the amount of liquidated

damages shall increase to thirty-seven percent (37%) for events at CCC and thirty-eight percent (38%) for events at PAC of the reasonably anticipated lost CCC Gross Receipts and PAC Gross Receipts, respectively, if Concessionaire is without a liquor license on or after July 1, 2016. The reasonably anticipated lost Gross Receipts shall be reduced by City's net receipts relating to the services provided by a Replacement Provider (accounting for the actual costs incurred by the City to obtain the Replacement Provider). For the avoidance of doubt, the "reasonably anticipated lost Gross Receipts" shall take into account historical events of a similar nature and attendance at the subject Facility on a per capita basis. In addition, each of the following shall constitute a default of this Agreement: (1) the suspension of a liquor license or any other license necessary for the full performance of the Concessionaire's obligations hereunder during a Contract Year (i) on three (3) separate occasions or (ii) for a total period in excess of thirty (30) days during the Contract Year, (2) the loss of any such license, or (3) the failure to obtain a liquor license(s) for those Spaces or portions of Spaces required by the City by July 1, 2013.

- E. City Approval of Personnel** – Concessionaire shall obtain the Executive Director's prior written approve of the Concessionaire personnel described in Section Q of **Exhibit E**. In addition, to the extent permitted by applicable law, if at any time, any Concessionaire personnel are unsatisfactory to Executive Director, Concessionaire shall make a change in such personnel acceptable to Executive Director within ten (10) days of written notice from Executive Director. Personnel supplied by Concessionaire shall be employees of Concessionaire and shall not at any time or for any purpose be considered employees or agents of the City.
- F. Notice of Event Schedule** - The Executive Director shall provide Concessionaire advance notice of the nature of scheduled events and such information as is available regarding the probable attendance at each event. Further, every effort will be made by the Executive Director to notify Concessionaire of the cancellation of previously scheduled events to which due notice has been given the City, but the City shall incur no liability for its failure to provide Concessionaire with a notice of cancellation. Concessionaire shall be held strictly accountable for performing all of the Services as provided in this Agreement, including **Exhibit E**, for the full period of time required for any event or activity for which it has received notice. Failure of Concessionaire to provide the Services as required under this Agreement shall be considered a breach of this Agreement.
- G. Product Pricing** - Concessionaire's product offering and pricing shall be pre-approved by the Executive Director during the term of this Agreement, as further provided in **Exhibit E**. At a minimum, Concessionaire will conduct semi-annually (unless such other frequency is approved by the Executive Director) a pricing survey of local and national venues and provide such survey and a pricing proposal for the Facilities to the Executive Director for his or her review and approval. Concessionaire shall submit an initial pricing proposal to the Executive Director for review and approval prior to the

commencement of this Agreement. Final decisions on all product offering and pricing rest solely with City.

- H. **Smallwares** - The City owns the smallwares listed in **Exhibit F** of this Agreement, which smallwares (the “**City-Provided Smallwares**”) the City will provide for Concessionaire’s use in the performance of the Services; provided, however, that the City-Provided Smallwares shall remain the property of the City. Additional smallwares and the repair and replacement of smallwares shall be provided as provided in **Exhibit E** and Section 16.C below.
- I. **City Provided Equipment** – The City owns and maintains the equipment listed in **Exhibit F** of this Agreement, which equipment (the “**City-Provided Equipment**”) the City will provide for Concessionaire’s use in the performance of the Services; provided, however, that the City-Provided Equipment shall remain the property of City. Maintenance, repair, and replacement of the City-Provided Equipment shall be conducted in accordance with **Exhibit E** and Section 16.C below; provided, however, that Concessionaire shall be responsible for all costs related to the repair, maintenance, or replacement of City-Provided Equipment that is required due to Concessionaire’s negligence or willful misconduct. City-Provided Equipment may not be removed, relocated or discarded without written permission of the Executive Director. If Concessionaire desires to locate or install additional equipment for use in the Spaces, Concessionaire shall comply with the requirements set forth in **Exhibit E** and Section 16.C below.
- J. **Use by Others** - Concessionaire shall not permit any other party, including Subcontractors, to use any part of the Facilities without, in each case, the prior written approval of the Executive Director.

8 Advertising, Sponsorship, Marketing, and Business Development

- A. **Generally** - City retains and reserves all rights related to sponsorships, advertising, and marketing, including, without limitation, pouring rights. Concessionaire obtains no rights related to sponsorships, advertising, and marketing by virtue of this Agreement. Concessionaire shall coordinate with the Executive Director regarding the marketing and advertising of the Services at the Facilities, and shall not market or advertise in any manner other than as approved by the Executive Director. Without limiting the generality of the foregoing, Concessionaire shall have no right to use the trademarks, symbols, or trade names, or names of the Facilities, directly or indirectly, in connection with any production, promotion, service, or publication, without the prior written approval of the Executive Director.

Where a Sponsor’s product is related to food and/or beverages, Concessionaire shall, if required by the City, provide such Sponsor’s product (i) to the extent permitted by applicable law and (ii) provided that such product is available to Concessionaire at equivalent prices, terms, quality and quantity as similar products are generally available to Concessionaire from its major supplier.

Nothing in this Agreement shall be construed to prohibit a Tenant from exhibiting at a Facility any merchandise or article in connection with its event at the Facility or from dispensing free samples of food, beverages, or merchandise; provided, however, that if alcoholic beverages are being sampled, such sampling shall be coordinated with and conducted by Concessionaire. Any such exhibiting or sampling shall be subject to the City's sampling policies and shall occur only with the prior approval of the Executive Director, who shall use discretion in granting such approval, taking into account Concessionaire's rights and obligations.

- B. Marketing Fund** – Concessionaire has agreed to annually contribute Fifty-Thousand and No/100 Dollars (\$50,000.00) and the City has agreed to annually contribute Twenty-Five Thousand and No/100 Dollars (\$25,000.00) for deposit into a City-held and controlled fund (the “**Marketing Fund**”). The City and Concessionaire each shall contribute Twenty-Five Thousand and No/100 Dollars (\$25,000.00) to the Marketing Fund on or before each July 1st of the Term. Concessionaire shall make its additional Twenty-Five Thousand and No/100 Dollars (\$25,000.00) contribution to the Marketing Fund on or before each January 1st of the Term. The purpose of the Marketing Fund is to increase Gross Receipts at the Facilities by marketing and promoting the Services and related activities provided by Concessionaire at the Facilities. By way of example but not limitation, monies from the Marketing Fund may be used to: advertise events and promotions at the Facilities that are put on or sponsored by Concessionaire or its Subcontractors; provide Concessionaire with financial support to sponsor or co-sponsor events at the Facilities; and produce marketing and promotional materials for Concessionaire's activities at the Facilities. Any expenditure from the Marketing Fund shall be in A&V's sole discretion. Any monies remaining in the Marketing Fund on each June 30th of the Term shall be carried over in the fund to the next and succeeding twelve-month periods. Any monies remaining in the Marketing Fund at the expiration or earlier termination of this Agreement shall belong to the City.
- C. CCC Business Incentive Fund** – The parties acknowledge that the City, Concessionaire, the Denver Metro Convention & Visitors Bureau (d/b/a Visit Denver), and SMG, the entity providing management and booking services at the CCC, sometimes desire to offer discounts on food and beverage costs in order to attract and secure event and convention bookings at the CCC. The aforesaid parties also sometimes request that Concessionaire provide food and beverages at no cost during meetings, events, and tours (“**No Cost Events**”) held by said parties to promote the City and County of Denver and to attract new business to the CCC. The parties have agreed to contribute a portion of the CCC Gross Receipts to establish the fund described in this Section 8.C (the “**CCC Business Incentive Fund**”), which fund will be used to reimburse Concessionaire for food and beverage discounts it provides to certain Tenants and for costs it incurs for No Cost Events. Each Accounting Period, Concessionaire shall set aside and deposit into the CCC Business Incentive Fund an amount equal to one percent (1%) of the CCC Gross Receipts for the subject Accounting Period. A separate line item for the CCC Business Incentive Fund shall be included in each Monthly Report. When a request is made for Concessionaire to provide a prospective Tenant with discounted food and beverage costs or to provide food and beverage at a No Cost Event, and Concessionaire desires to be

reimbursed from the CCC Business Incentive Fund, Concessionaire shall submit to the Executive Director a written request for reimbursement from the fund. The Executive Director shall, in writing, approve or deny the request in its sole discretion. If the Executive Director approves the request, Concessionaire may reimburse itself from the CCC Business Incentive Fund the amount approved by the Executive Director; provided, however, that any reimbursement to Concessionaire shall not exceed the funds then-available in the CCC Business Incentive Fund. Any monies remaining in the CCC Business Incentive Fund at the end of a Contract Year shall be carried over in the fund to the next and succeeding Contract Years. Any monies remaining in the CCC Business Incentive Fund at the expiration or earlier termination of this Agreement shall belong to the City. Records of Concessionaire's requests and the City's approvals and disapprovals shall be kept in accordance with Sections 5 and 6 above.

D. Cooperation with Facility Stakeholders - Concessionaire will work to build business at the CCC and PAC by undertaking the following, among other, activities to increase Gross Profits and enhance the profile of A&V and its partners in the downtown area including, but not limited to the Denver Theatre District (DTD):

1. Concessionaire will sponsor an annual DTD and A&V event such as the "Food For Thought" lecture series; and
2. Concessionaire will conduct promotional activities such as providing food and beverage promotional materials in ticket envelopes to promote sales of food and beverage packages before and after performances, events, meetings, and conventions at the Facilities; and
3. Concessionaire will develop and implement an annual program, which program shall be approved in writing by A&V, to be supported, in part, by the Marketing Fund, to promote PAC as an off-site destination for meeting planners; and
4. Concessionaire will develop and implement an annual program, which program shall be approved in writing by A&V, that targets convention attendees in an effort to promote food and beverage options and the sale of last minute PAC tickets; and
5. Concessionaire will develop and implement an annual comprehensive marketing plan, which plan shall be approved in writing by A&V, that focuses on promoting the PAC's unique assets (e.g., physical plan and location, restaurants, performances, and local hotels) in order to attract to PAC small meetings and incremental business; and
6. Concessionaire will host an annual invitation-only dinner at Limelight Supper Club and Lounge for PAC stakeholders (including, A&V, DTD, and other partners in the downtown area) to assess the successes at PAC during the preceding year and to set goals and strategies for increasing Gross Profits and the profile of PAC and its stakeholders in the succeeding year.

Notwithstanding the foregoing, in the event Concessionaire does not obtain an extension of its sublease for the Limelight Supper Club and Lounge, Concessionaire shall hold this event at a location to be mutually agreed upon by Concessionaire and A&V.

7. Food and beverage costs incurred by Concessionaire under Sections 8.D.1 or 8.D.6 shall be paid at cost plus ten percent (10%) and may be paid from the Marketing Fund or the CCC Business Incentive Fund, as the case may be, provided that Concessionaire obtains A&V's prior written approval of the subject event and appropriate funding source.

9 Inspection and Testing by City

A. Operations Observations – The City shall have the right to observe any transaction or transactions between Concessionaire and the public involving any sales authorized hereunder for the purposes of determining the quality and quantities of food, beverages, Novelties and other Services offered to the public, the prices charged therefore and the accountability of the Gross Receipts received therefrom. The City shall also have the right to make any and all examinations, tests, measurements, weighings, etc. as it may desire of all materials, food and supplies in Concessionaire's possession and to be sold by the Concessionaire in order to determine their quality and quantity.

B. Facilities Inspections – The City shall have the right at any time and as often as the Executive Director considers necessary to inspect the Spaces and places of operation of Concessionaire and to advise Concessionaire of the existence of any conditions which the Executive Director determines to be unsafe, unsanitary or detrimental to the public or the operation of the Facilities. Concessionaire agrees to correct all such conditions immediately after notice. Without limiting the generality of the foregoing, formal and informal inspections shall be conducted as provided in **Exhibit E**.

10 Right of Entry Reserved

The City, through its agents and/or employees, representatives, and contractors, shall have the continual right to enter in, upon, under, and over all portions of the Spaces to inspect the same, to observe the performance of Concessionaire in performing the Services under this Agreement, to conduct inspections and/or audits as authorized by this Agreement, and to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the City may be obligated or has the right to do under this Agreement or otherwise. Nothing contained in this Section is intended or shall be construed to limit any other rights of the City under this Agreement or otherwise.

No abatement of any payments by Concessionaire shall be claimed by or allowed to Concessionaire by reason of the exercise of any of the rights set forth in this Section; provided, however, that in the exercise of the foregoing rights, the City shall not interfere with Concessionaire's business activities nor shall the City assert any nonperformance by

Concessionaire of its responsibilities hereunder as a result of the exercise by the City of such rights.

Nothing in this Section shall impose or shall be construed to impose upon the City any obligation to construct or maintain or make repairs, replacements, alterations, additions, or improvements nor shall this Section create any liability for any failure to do so.

The City agrees that it will make ordinary inspections and undertake other non-emergency activities only at reasonable times; provided, however, that nothing in this Section shall be construed to limit or diminish the City's right of entry at any time in an emergency, as determined in the sole discretion of the Executive Director.

11 Ingress and Egress

If Concessionaire complies with the terms and conditions of this Agreement, then Concessionaire shall have the right to access the Spaces and the right of ingress to and egress from the Spaces as set forth in this Section.

Concessionaire and its employees shall be entitled to enter upon and remain in the Spaces and such other areas of the Facilities if necessary for Concessionaire to perform the Services required hereunder, as follows: (i) during events or functions at the Facilities; (ii) at reasonable times prior to and subsequent to events or functions at the Facilities; (iii) during non-event days or times as are necessary for Concessionaire to perform normal business and administrative functions that are related to the Services; and (iv) during non-event days or times as directed or approved by the Executive Director. Concessionaire's right to access areas within the Facilities that fall outside of the Spaces shall be limited to those parts of the Facilities available for common use (e.g., entrances, hallways, stairways), and shall not include other areas of the Facilities unless specifically approved by the Executive Director.

Notwithstanding the foregoing, the City shall have the right to refuse access to the Facilities at any time to Concessionaire, its employees, agents, subcontractors, or suppliers. The City's exercise of its right to refuse access shall not diminish Concessionaire's obligation to perform the Services, provided that the City shall allow Concessionaire to have access to the Spaces and other necessary areas of the Facilities at times sufficient to fulfill Concessionaire's obligations hereunder.

12 Permits and Licenses

Concessionaire shall obtain and maintain in full force and effect during the Term of this Agreement, at its cost and expense, all licenses, permits, and similar legal authorizations required to perform the Services required by this Agreement, and shall comply with all requirements thereof. Concessionaire shall deliver copies of all such authorizations to the Executive Director.

13 Compliance With All Laws

A. Compliance With All Laws – Concessionaire shall perform or cause to be performed all Services in full compliance with all applicable laws, rules, regulations and codes of the United States and the State of Colorado, including, without limitation, federal tax laws and regulations related to tax-exempt government bonds; with the Charter, Revised Municipal Code, ordinances, rules, regulations, and Executive Orders of the City and County of Denver; and with all rules, regulations and directives prescribed by the Executive Director for the operation of the Facilities.

B. Food Safety – Without limiting the generality of Section 13.A above, Concessionaire shall comply with the HACCP and all codes, ordinances, regulations, and laws related to environmental and public health and safety, food handling and quality, sanitation, disposal of chemical or caustic cleaning agents, and disposal of grease, including, without limitation:

1. A Grade “A” sanitation rating under applicable public health regulations.
2. Food, Drug, and Cosmetic Act.
3. Applicable meat inspection regulations.
4. Humane Slaughter Act and Regulations.
5. The Official Methods of Analysis and Association of Official Analytical Chemists.
6. Federal Department of Agriculture – Products Regulations.
7. Best practices established by the National Restaurant Association.
8. All State of Colorado acts and regulations governing foodservice operations and sanitation.
9. All applicable regulations and guidelines of the City and County of Denver and its health department.
10. All other applicable federal acts and regulations, including the FDA Food Code.
11. Appropriate voluntary codes and guidelines established by trade associations and other groups operating within the food industry.
12. Any specific guidelines established by the City and set out herein or from time to time through memoranda from the City or its Executive Director to Concessionaire.

C. Liquor Law Compliance - Without limiting the generality of Section 13.A above, Concessionaire shall comply with all laws of the State of Colorado and the City and County of Denver applicable to the sale of liquor, wine, and beer. Concessionaire shall be solely responsible for obtaining and maintaining in compliance with all laws all necessary licenses for the sale of alcoholic beverages and shall pay all fees and costs incurred for such licenses, including attorneys’ fees. Liquor sales shall be confined to the areas of the Spaces designated and approved by the licenses held by Concessionaire for the sale of alcohol.

- A. In connection with the performance of work under this Agreement, Concessionaire may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. Concessionaire shall insert the foregoing provision in all subcontracts.

Concessionaire shall develop a written policy statement to inform all employees, job applicants, service recipients, and applicants for services of Concessionaire's commitment to ensuring equal opportunity. The policy statement shall be signed by Concessionaire's executive officer and shall be consistent with corporate objectives of Concessionaire and policies of the City.

Additionally, Concessionaire agrees to make a reasonable attempt to hire from the greater Denver area.

- B. In furtherance of Concessionaire's corporate commitment to increase participation in this Agreement by women and minority-owned businesses, Concessionaire has established for itself a goal of awarding at least ten percent (10%) of the total dollar value of all subcontracts for Services under this Agreement to women and minority-owned businesses. On or before forty-five (45) calendar days after the close of each Contract Year, Concessionaire will report to the City on its progress towards meeting its goal and on the matters listed below:

1. A description of Concessionaire's then-existing utilization of existing women and minority-owned businesses;
2. A description of Concessionaire's comprehensive outreach and monitoring strategy, which will include: meeting with women and minority-owned businesses one-on-one to identify their areas of expertise; matching and aligning opportunities with businesses' expertise; monitoring contracts for successful performance; and tracking women and minority-owned business participation in this Agreement in further of Concessionaire's goal;
3. Areas of opportunity identified by Concessionaire for new women and minority-owned businesses to participate on this Agreement; and
4. Concessionaire efforts to identify and solicit available women and minority-businesses with relevant expertise.

15 Utilities

- A. **City Supplied Utilities** – The City shall furnish, at no cost for consumption, all electric, gas, heat, water, sewage, and drainage utilities necessary for Concessionaire's performance of the Services. Concessionaire shall make best efforts to practice prudent energy management satisfactory to the Executive Director.
- B. **Concessionaire Supplied Utilities** - Concessionaire shall be responsible, at its cost, for providing only such utility lines as are necessary to operate necessary equipment in the

Spaces (except that Concessionaire shall not be responsible for any such costs related to portable concession operations). Concessionaire also is responsible for the cost of phone lines and service. Concessionaire shall obtain the City's prior written approval of the installation, maintenance and repair of any utility lines necessary to Concessionaire's operations that are not provided or maintained by the City. Concessionaire shall not install in a Facility any fixture, furnishing, or trade equipment that exceeds the capacity of any utility lines at such Facility. Concessionaire shall pay, before delinquency, all fees and charges for the installation, maintenance, repair, change, or relocation of any point or means of service by any utility line or system.

- C. Utility Maintenance** - The City shall be responsible for the cost of maintaining and repairing all utility lines and utility service equipment at the Facilities.
- D. City Limited Liability** - Anything herein to the contrary notwithstanding, the City shall not be liable or responsible for any failure to furnish utility services, whether occasioned by strike or other work stoppage; federal, state or local government action; breakdown or failure of apparatus, equipment or machinery employed in supplying the said services; any temporary stoppage for the repairs, improvements or enlargement thereof; or any act or condition beyond its reasonable control. The City shall not be responsible for any goods, products or equipment stored at the Facilities, nor will the City be responsible for damage resulting from a power failure, flood, fire, explosion and/or other causes.
- E. Trash Services** – The City, or its contractor, is responsible for emptying trash compactor(s) and recycling compactor(s) and removing trash and recycling materials from the Facilities provided that Concessionaire must maintain and remove the trash and recycling materials from the Spaces or other areas designated by Executive Director and place the same at locations designated by the Executive Director, as further set forth in **Exhibit E**. Concessionaire will comply with all laws and City policies concerning recycling and environmental issues that are in effect during the Term of this Agreement.

16 Repairs and Maintenance

- A. Concessionaire's Obligation** - Concessionaire is responsible for maintaining the Spaces in a clean, safe, presentable, and good working condition as specified herein and by Executive Director. Concessionaire also agrees to repair all damages to any portion of the Facilities that are not included in the Spaces if such damage was, in the opinion of the Executive Director, caused by the Concessionaire's failure to exercise reasonable care in its operations.
- B. Signage** - Any signage used to display product information and pricing shall be maintained in good and working order. All signage must be approved in writing by the Executive Director prior to installation and shall not conflict with any sponsorship arrangement entered into by the City and shall be expressly used to advertise a product for sale at the Space that the sign is being displayed.

- C. Reserve Fund** - Concessionaire shall set aside each Accounting Period an amount equal to 1.5% of Gross Receipts for the subject Accounting Period (“**Reserve Fund**”), which funds shall be used when necessary for the routine repair, maintenance, and replacement of City-Owned Equipment and the replacement of City-Provided Smallwares or purchase of additional smallwares. A separate Reserve Fund shall be maintained for each Facility and a separate line item for the Reserve Fund shall be included in each Monthly Report. Each month, Concessionaire shall present to the Executive Director a list of recommended expenditures from the Reserve Fund. If the Executive Director approves Concessionaire’s recommended expenditures, Concessionaire may pay for the same using money from the Reserve Fund. If the approved expenditures exceed the amount of money in the Reserve Fund, then, at the City’s option, the City may directly pay for the subject expenditures, reimburse Concessionaire for the subject expenditures, or allow Concessionaire to reimburse itself from future monies deposited into the Reserve Fund. Any such reimbursements shall be reported in the Monthly Report. Notwithstanding the foregoing, in the event the repair, maintenance, or replacement of City-Provided Equipment is necessitated by Concessionaire’s negligence or willful misconduct, such repair, maintenance, or replacement shall be paid for by Concessionaire without use of monies from the Reserve Fund; such costs shall not otherwise be billed or charged to the City. Any monies remaining in the Reserve Fund at the expiration or earlier termination of this Agreement shall belong to the City. For the avoidance of doubt, major capital equipment purchases, replacements, and repairs shall be the responsibility of the City.
- D. Repairs** – If Concessionaire desires to make any repairs at the Spaces, other than repairs to its own equipment, or emergency repairs, Concessionaire shall consult with the Executive Director to determine whether the City wishes to make the repairs with its own personnel and charge Concessionaire its standard rates for such service including such overhead charges as shall be determined from time to time by the Executive Director. In the event the City elects not to make repairs, Concessionaire may proceed to do so only with the prior written approval of the Executive Director; provided, however, that Concessionaire will not take any action or refrain from any action which will cause any labor problem which will affect the City as a result of the action of Concessionaire, its employees, agents or contractors. All work done by Concessionaire, or on its account, shall be of first class quality in both materials and workmanship. All repairs will be made in conformity with the rules and regulations prescribed from time to time by any Federal, State or municipal authority having jurisdiction over the location or the work.
- E. Reparations** - In the event Concessionaire refuses or neglects to make the repairs specified in this Section, or if the City is required to make any repairs necessitated by the negligent acts or omissions of Concessionaire, its employees, agents, servants, or licensees, the City shall have the right, but shall not be obligated, to make such repairs on behalf of or for the account of Concessionaire. In the event that the City makes such repairs, such work shall be paid for by Concessionaire upon receipt of a statement therefore in the amount of the City’s cost plus an amount for overhead as shall be determined from time to time by the Executive Director.

A. Conditions of Alterations and Repairs - Concessionaire may alter, modify, or make non-routine repairs to or installations at the Spaces or install any fixtures therein, including signage and graphics, only with the prior written permission of the Executive Director. In the event Concessionaire is required or permitted by the Executive Director to make alterations, non-routine repairs, modifications, or installations at or to the Spaces, such work shall be built or made strictly in accordance with the following terms and conditions, and no such work or contracts or subcontracts for the same shall be entered until Concessionaire has established to the satisfaction of the Executive Director and such other City agencies having jurisdiction over the matter at issue that the following terms and conditions have been fully and appropriately satisfied.

1. Before the commencement of such work, (i) conceptual/schematic, preliminary and final detailed plans (which shall include samples of colors and materials), and specifications shall be filed with and approved by the Executive Director and all governmental departments or authorities having jurisdiction or design review thereover, (ii) all such work shall be done subject to and in accordance with the requirements of law and applicable regulations of all such governmental departments and authorities, including the City Department of Public Works, and, when required, each affected public utility company, and (iii) all work shall be fully coordinated with scheduled Facilities' events and with the construction, remodeling, repair and other work being performed by others at the Facilities.
2. Before the commencement of such work, Concessionaire shall obtain, and provide to the City Attorney for approval, payment and performance bonds to the extent required by and in accordance with the laws of the State of Colorado, the City Charter and ordinances of the City and County of Denver.
3. Concessionaire shall pay and ensure that its contractors and subcontractors hereunder pay any and all prevailing wage rates to laborers and workmen, as set forth in sections 20-76 through 20-79 of the DRMC, as the same may be amended or recodified from time to time.
4. Concessionaire shall obtain insurance as required by the City's Office of Risk Management, and provide evidence thereof to the City Attorney, against all liabilities and claims potentially arising out of or related to the work contemplated by this Section 17. The City's Risk Management Office shall be notified of all such work prior to commencement of the work and, upon receipt of notice thereof, will require appropriate insurance of the Concessionaire and/or Concessionaire's Subcontractors. Insurance requirements may include, without limitation, Builders' Risk and an Installation Floater covering the property and equipment, with the City and County of Denver listed as an Additional Insured, and professional insurance covering all engineering and architectural work. Per Section 20.B, all subcontractors and subconsultants are required to procure and maintain the same coverages required of the Concessionaire, as applicable to the

scope of work. All coverages related to the subject work shall be kept in full force at all times during the work, warranty period, and for eight (8) years after termination of this Agreement. Evidence of coverage must be submitted to the City Attorney before commencement of such work. Neither the obligation to obtain such insurance nor the obtaining of such insurance shall relieve or lessen Concessionaire's indemnification of City, except to the extent of payment under policies of such insurance.

5. Such work shall be performed in compliance with the provisions for small business enterprise, equal employment opportunity, and minority and women business enterprise participation that are contained in sections 28-31 through 28-90, DRMC, as the same may be amended or recodified from time to time.
6. Such work shall be performed in a first class workmanlike manner and in accordance with the plans and specifications approved for the same and by contractors satisfactory to the Executive Director. Concessionaire shall redo or replace, at its sole cost and expense, prior to or after completion of such work, any work as determined by the Executive Director which is not done in accordance with such plans and specifications as approved by the Executive Director.
7. Concessionaire shall, at its sole cost and expense, submit to the Executive Director as soon as practicable following final completion of such work as described hereinabove, the following in separate submissions for each Space and for each category of investment: (i) written notice of completion indicating the effective date of completion of said work; (ii) an itemized statement of the costs incurred by Concessionaire for such work with invoices attached and showing a breakdown of costs in fixed or movable improvements and/or equipment; (iii) one set of as built plans showing the improvements as constructed; and; (iv) a schedule of equipment listing serial numbers and location of each item.
8. Unless otherwise approved in writing by the Executive Director, no fixtures, equipment or other personal property shall be purchased, leased, hired under any purchase agreement, bailment lease, conditional sale or other agreement unless such lease, conditional sale or other agreement provides for a waiver of exemption of distraint or other proceeding which may be available to City against such fixtures, equipment, or other personal property.
9. The risk of loss or damage to all such required or permitted repairs, alterations, modifications or installations prior to completion thereof shall be upon Concessionaire and Concessionaire shall, at its own cost and expense, replace and repair any and all such damage in accordance with the provisions of this Section 17.

Notwithstanding anything to the contrary contained in this Section 17, Concessionaire may not undertake the construction, reconstruction, or remodeling of general public improvements. Any question regarding whether a proposed alteration constitutes a general public improvement shall be resolved by the Executive Director in consultation

with the City Attorney's prior to any work. Furthermore, City shall retain the discretion to determine whether and to what level to fund the work contemplated by this Section 17.

- B. Concessionaire's Property** - All moveable equipment and furnishings purchased by Concessionaire shall remain the property of Concessionaire.
- C. Lien Waivers** - Concessionaire shall cause each contractor with whom it contracts for construction of fixed improvements to execute and file with the Executive Director, a waiver of the right to file a mechanics' lien which shall be effective against claims by contractor and all subcontractors, materialsmen and workmen arising out of any work done by Concessionaire or by Concessionaire's contractors. Concessionaire will indemnify, hold harmless and defend City from any and all claims, liens or charges of any nature whatsoever arising out of any work done by Concessionaire or its contractors.
- D. Landlord's Lien** - It is understood and agreed that, notwithstanding any other provisions of this Agreement, the City shall at all times have the right to assert a landlord's lien on any and all property of Concessionaire or any other person or entity, in or around the Facilities.

18 Additional Expenditures

- A.** As additional consideration for the rights granted to Concessionaire by the City under this Agreement, Concessionaire shall contribute Five-Hundred Thousand and No/100 Dollars (\$500,000.00) ("**Additional Expenditures**") to be spent at the Facilities as follows:
 - 1. On or before October 15, 2013, Concessionaire shall complete the installation of an integrated point of sale system for the Ellie Caulkins Opera House, the Buell Theatre, the Boettcher Concert Hall, and the Limelight Supper Club and Lounge; provided, however, that this obligation shall extend to Limelight Supper Club and Lounge only if Concessionaire obtains from the lessor of the Limelight Supper Club and Lounge a sublease to possess and occupy such space beyond June 30, 2013.
 - 2. On or before September 13, 2013, in order to create a new area for special events, instruction, and community engagement, Concessionaire shall cause to be completed a semi-permanent finished deck and outdoor kitchen area within the space occupied by the Urban Farm. These improvements are intended to enhance the Urban Farm, but not supplant the vegetable beds located therein.
 - 3. On or before September 30, 2013, in order to generate increased activity and improve the public's experience at PAC, including the Galleria, Concessionaire shall cause to be completed a renovation of the Limelight Supper Club and Lounge. These improvements shall include the addition of an outdoor bar, remodeled kitchen, and increased seating area, the design plans for which shall be approved in writing by the City. The City agrees that Concessionaire shall be subject to this obligation only if Concessionaire executes with the lessor of the

Limelight Supper Club and Lounge a sublease to possess and occupy such space beyond June 30, 2013.

4. Any remaining Additional Expenditures shall be made on such items or improvements as are mutually agreed to by the parties. If, at the expiration or earlier termination of this Agreement, Concessionaire has not spent or otherwise provided to the City all of the Additional Expenditures, Concessionaire shall pay to the City the sum of the outstanding Additional Expenditures.
- B.** Upon completion of the construction and/or installation of any improvements or equipment funded by Concessionaire as an Additional Expenditure, Concessionaire shall provide to the City a statement of all costs including copies of invoices related to the Additional Expenditure (including taxes, transportation, and installation costs). All documents to support such statement, including invoices for material, labor, and purchase orders, shall be retained by Concessionaire and made available to the City as provided in Section 6 above. Upon the completion of construction and/or installation of any improvements or equipment funded by Concessionaire as an Additional Expenditure, Concessionaire shall furnish to the City a statement certifying that such improvements and/or equipment has been completed in compliance with all applicable laws, ordinances, and rules. Concessionaire also shall track monies spent on Additional Expenditures by maintaining a separate line item for Additional Expenditures on each Monthly Report and Annual Report.
- C.** The construction and/or installation of any improvements or equipment funded by Concessionaire as an Additional Expenditure shall be subject to the requirements set forth in Section 17 above.
- D.** Concessionaire will provide City, upon request, with a list of all expenditures made with the Additional Expenditures, and will amortize each Additional Expenditure monthly on a straight-line basis over a period commencing on the date of the expenditure and ending on June 30, 2018.
- E.** In the event of early termination of this Agreement, the City shall require any replacement food and beverage concessionaire for the Facilities to reimburse Concessionaire in an amount equal to the unamortized balance; provided, however, that this reimbursement requirement shall not apply in the event Concessionaire voluntarily abandons its operation of any portion of the Facilities.

19 Prevailing Wage for Facility Improvements

- A.** Employees of Concessionaire or Concessionaire's Subcontractors are subject to the payment of prevailing wages pursuant to § 20-76 et seq., DRMC. By executing this Agreement, Concessionaire covenants and affirms that Concessionaire is familiar with the prevailing wages provisions and is prepared to pay or cause to be paid prevailing wages required by the scope of work of Concessionaire or Concessionaire's Subcontractors.

- B.** Concessionaire shall pay every Covered Worker, as defined in § 20-76(a) DRMC, a living wage as provided in § 20-76, DRMC.
- C.** In accordance with § 20-76(b) and (d), DRMC, the following mandatory provisions are included:
1. The minimum wages to be paid for every Covered Worker shall be not less than the scale of wages from time to time determined under § 20-76(b) and (c) to be the prevailing wages.
 2. Concessionaire or its Subcontractor shall pay Covered Workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of bid or proposal opening, or in effect on the date of grant of permit for performance of such work under DRMC Section 49-171 et seq., or on the date of the written purchase order for contracts let by informal procedure under DRMC Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between Concessionaire or Subcontractor and the Covered Workers. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either Concessionaire or Subcontractors. Future increases in living wages on contracts whose period of performance exceeds one (1) year shall be mandatory for Concessionaire and Subcontractors only on the yearly anniversary date of the contract. Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective except on the yearly anniversary date of the contract.
 3. Concessionaire and its Subcontractors shall pay all Covered Workers at least once a week the full amounts of wages accrued at the time of payment, except that Concessionaire and Subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.
 4. Concessionaire shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by Concessionaire and all Subcontractors working under Concessionaire.
 5. If Concessionaire or any Subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to Concessionaire until Concessionaire furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.
 6. Concessionaire shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all

Covered Workers employed under the contract, either by Concessionaire or Subcontractors. Such payroll records shall include information showing the number of hours worked by each Covered Worker employed under the contract, the hourly pay of such Covered Worker, any deductions made from pay, and the net amount of pay received by each Covered Worker for the period covered by the payroll.

7. The copy of the payroll record shall be accompanied by a sworn statement of Concessionaire that the copy is a true and correct copy of the payroll records of all Covered Workers working under the contract either for Concessionaire or Subcontractors, that payments were made to the Covered Workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under the contract, either by Concessionaire or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.
8. If any Covered Worker employed by Concessionaire or any Subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to Concessionaire, suspend or terminate Concessionaire's right to proceed with the Work, or such part of the Work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the Work to completion by contract or otherwise, and Concessionaire and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

20 Damage to or Destruction of Premises

All risk of loss from damage to or destruction of the Spaces shall be upon Concessionaire, and Concessionaire shall, at its own cost and expense, replace and repair any and all such damage or destruction which is the result of Concessionaire's operations, provided, however, that said risk of loss and duty to replace and repair shall not apply to damage caused by the sole negligence of employees of City.

21 Insurance, Liability and Bonds

A. Performance Bond - Concessionaire shall provide upon execution of this Agreement and keep in effect during the Term of this Agreement, a performance bond with corporate surety in the amount of Two Million and No/100 (\$2,000,000) dollars, guaranteeing the faithful performance of all conditions contained herein. The form and content of the bond as well as the identity of the surety are subject to the approval of City. In lieu of a bond, City may, in its sole discretion, accept as security an irrevocable letter of credit in a form and with a bank satisfactory to City. A copy of the performance bond shall be attached hereto as **Exhibit G**.

B. Insurance Requirements

1. **General Conditions:** Concessionaire agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Concessionaire shall keep the required insurance coverage in force at all times during the Term of this Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of this Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies are canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Concessionaire shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section of this Agreement by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by Concessionaire. Concessionaire shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Concessionaire. Concessionaire shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
2. **Proof of Insurance:** Concessionaire shall provide a copy of this Agreement to its insurance agent or broker. Concessionaire may not commence Services or work relating to this Agreement prior to placement of coverages required under this Agreement. Concessionaire certifies that the certificate of insurance attached as **Exhibit H**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Concessionaire's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
3. **Additional Insureds:** For Commercial General Liability and Auto Liability, Concessionaire and Subcontractors' insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

4. **Waiver of Subrogation:** For all coverages required under this Agreement, Concessionaire's insurer shall waive subrogation rights against the City.
5. **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Concessionaire. Concessionaire shall include all such subcontractors and subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Concessionaire agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
6. **Workers' Compensation/Employer's Liability Insurance:** Concessionaire shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Concessionaire expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of Concessionaire's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Concessionaire executes this Agreement.
7. **Commercial General Liability:** Concessionaire shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
8. **Liquor Legal Liability:** Concessionaire shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
9. **Business Automobile Liability:** Concessionaire shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement
10. **Property Insurance:** Concessionaire shall maintain All-Risk/Special Cause of Loss Form Property Insurance on a replacement cost basis including coverage for tenant improvements, betterments and contents. The City and County of Denver shall be named Loss Payee as its interest may appear
11. **Additional Provisions:**

- (a) For Commercial General Liability, the policies must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs are outside the limits of liability (except that umbrella/excess policy limits are inclusive of defense costs);
 - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (b) For claims-made coverage: The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (c) Concessionaire shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Concessionaire shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

22 Defense and Indemnification

- A.** Concessionaire hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from, and against all liabilities, claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("**Claims**"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of Concessionaire or its Subcontractors either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.
- B.** Concessionaire's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether claimant has filed suit on the Claim. Concessionaire's duty to defend and indemnify the City shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City's negligence or willful misconduct was the sole cause of claimant's damages.
- C.** Concessionaire will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation.

Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

- D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Concessionaire under the terms of this indemnification obligation. Concessionaire shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

23 Termination by City

- A. **Grounds for Termination** - If any one or more of the following shall occur, then, City may at its option terminate this Agreement by sending written notice of termination, by registered or certified mail, to Concessionaire at its address set forth in the Notices section of this Agreement, which notice shall be deemed given as provided in the Notices section.
 - 1. Concessionaire shall become insolvent, or shall take the benefit of any present or future insolvency statute; or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or
 - 2. By order or decree of the court Concessionaire shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or any State thereof; or
 - 3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against Concessionaire and shall not be dismissed or stayed within thirty (30) calendar days after the filing thereof; or
 - 4. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court of governmental board, agency or officer, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Concessionaire and such possession or control shall continue in effect for a period of thirty (30) calendar days; or
 - 5. Concessionaire shall become a corporation in dissolution; or

6. Interests of or rights of Concessionaire hereunder shall be transferred to, passed to, or devolve upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation, or other preceding or occurrence described in Subsection 1, 2, 3, 4, or 5 of this Section 23.A; or
7. Concessionaire shall voluntarily discontinue its operation at any portion of the Facilities; or
8. Any lien is filed against the Facilities or any portion thereof because of any act or omission of Concessionaire, which lien is not discharged within twenty (20) calendar days, unless Concessionaire shall within the aforesaid twenty (20) calendar days furnish to the City a bond as the Executive Director in his/her discretion determines to be adequate to protect the interests of the City; or
9. The City shall determine in its sole and absolute discretion that the Facilities shall be closed, abandoned, or razed; or
10. Concessionaire fails to obtain its liquor license as required herein or loses its liquor license; or
11. If Concessionaire is a privately owned corporation, and any of the events enumerated in Subsection 1, 2, 3, 4, 5 or 6 of this Section 23.A. occur with respect to the principle shareholder or his or her estate; or
12. If Concessionaire assigns, transfers, or subcontracts its obligations under this Agreement in violation of Section 25.

B. Termination for Non-performance - In the event Concessionaire fails to perform or, improperly performs any of its obligations hereunder (“**Non-performance**”), then the City shall have the right to provide Concessionaire with a notice of default which shall set forth specifically the Non-performance. Concessionaire shall have thirty (30) calendar days from the date of receipt of such notice, except as provided below, within which to correct the Non-performance. Should Concessionaire cure the Non-performance within the thirty (30) calendar day period, it shall notify the City in writing of such cure. In the event the Non-performance is not cured within such thirty (30) calendar day period, City may then terminate this Agreement by giving Concessionaire written notice of its decision to terminate this Agreement; the written notice shall specify the exact date of termination, which date shall be no sooner than fifteen (15) calendar days after the date of said notice. Notwithstanding the foregoing, if the Non-performance cannot be cured through the exercise of reasonable diligence within the thirty (30) calendar day period, then such thirty (30) calendar day period shall be extended to a time as is reasonable to cure the Non-performance, provided Concessionaire has proceeded and is continuing to proceed in a diligent and reasonable manner to cure. Concessionaire shall, if the Non-performance cannot be cured within the thirty (30) calendar day time period through the exercise of reasonable diligence, so advise the City in writing and also provide its best estimate of when such Non-performance will be cured and shall further

advise the City of such cure when accomplished. The foregoing period to cure shall not apply if Concessionaire fails to timely pay the City Commission or the Minimum Guaranteed Payment for any Accounting Period or any other payment owed to City (“**Payment Non-Performance**”). The cure period for Payment Non-Performance shall be five (5) calendar days following receipt of notice of such Payment Non-performance. Notwithstanding the foregoing thirty (30) calendar day and five (5) calendar day cure periods set forth herein, Concessionaire agrees that it will cure any and all defaults as promptly as commercially practicable and Concessionaire will not take the full cure period to cure defaults if such defaults can be cured in a shorter period.

- C. Termination without cause** - The City may terminate this Agreement, without cause, upon sixty (60) days prior written notice to Concessionaire.
- D. Right of Re-entry** – The City shall, as an additional remedy upon the giving of notice of termination, have the right to re-enter the Spaces upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry, or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of Concessionaire under this Agreement, and shall in no event constitute an acceptance of surrender.

24 When Rights and Remedies Not Waived by City

In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of Concessionaire. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of this Agreement constitutes a waiver of any other breach.

25 Assignment; Subcontracting

Concessionaire shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance of its obligations, under this Agreement without obtaining the Executive Director’s prior written consent. Any assignment or subcontracting without such consent shall be ineffective and void, and shall be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of an unauthorized assignment or subcontracting. In the event of any unauthorized assignment or subcontracting: (i) Concessionaire shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, Subcontractor or assign.

26 Status of Concessionaire

Concessionaire is an independent contractor retained to perform professional or technical services for limited periods of time. Neither Concessionaire nor any of its employees or

Subcontractors is an employee or officer of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

27 Surrender of Premises

Concessionaire covenants and agrees to yield and deliver peaceably to the City possession of the Spaces occupied herein and alteration, additions, or improvements thereof upon the termination or expiration of this Agreement promptly and in good condition, order and repair, except for reasonable wear and tear from the last necessary repair, replacement, restoration or renewal of such locations made by Concessionaire pursuant to Concessionaire's obligations under this Agreement.

If Concessionaire fails or neglects to remove all or any portion of its movable furniture, movable personal property and/or removable trade fixtures within thirty (30) calendar days after the termination or expiration of this Agreement or expiration of any renewal thereof, such items shall, at the sole option of the City, become the property of the City and if such option is exercised by the City, Concessionaire shall have no further or equitable right, title or interest therein.

28 Representations, Warranties

No representations or warranties, whether oral or written, express or implied, made prior to the execution of this Agreement shall be a part of this Agreement.

29 Operating Standards

All of Concessionaire's activities hereunder shall be subject to the policies and standards of City, as the same may be amended from time to time by the City.

30 Conflict of Interest

- A. No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. Concessionaire shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, DRMC §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

- B. Concessionaire shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. Concessionaire represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Concessionaire by placing Concessionaire's own interests, or the interests of any party with whom Concessionaire has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement in the event it determines a conflict exists, after it has given Concessionaire written notice describing the conflict.

31 Force Majeure

- A.** Subject to Section 31.E., neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to causes or conditions beyond its control, including without limitation acts of God; provided, that nothing in this Section is intended or shall be construed to abate, postpone, or in any respect diminish Concessionaire's obligations to make any payments due to City pursuant to this Agreement.
- B.** Neither party hereto shall be under any obligation to supply any service or services if and to the extent and during any period that the supplying of any such service or services or the use of any component necessary therefore shall be prohibited by any Federal, State, County or municipal law, rule, regulation, order or directive.
- C.** Except as otherwise expressly provided in this Agreement, no abatement, diminution or reduction of the City Commission or Minimum Guaranteed Payment or other payments or charges payable by Concessionaire shall be claimed by or allowed to Concessionaire for any inconvenience, interruption, cessation, or loss of business or other loss caused, directly or indirectly, by any present or future laws, rules, requirements, orders, directives, ordinances or regulations of the United States of America, or of the State, or City, or any other lawful authority whatsoever, or by priorities, rationing, or curtailment of labor or materials, or by war or any matter or thing resulting therefrom, or by any other cause or causes beyond the control of City, nor shall this Agreement be affected by any such causes.
- D.** In the event of the destruction of a Facility by reason of fire, storm or other casualty or occurrence of any nature, Concessionaire may suspend services to be performed under this Agreement with respect to such Facility or terminate this Agreement with respect to such Facility. In the event Concessionaire elects not to terminate this Agreement, Concessionaire may suspend its services with respect to such Facility until such time as the City has substantially completed the reconstruction of the subject Facility.
- E.** In the event any act or occurrence, including without limitation, acts of God or other occurrences beyond Concessionaire's control, which act or occurrence is of such effect and duration as to effectively curtail the use of a Facility for its intended purposes so as to effect a substantial reduction in the need for the services provided by Concessionaire for a period in excess of ninety (90) calendar days, Concessionaire may terminate this Agreement with respect to such Facility.

32 Patents, Trademarks and Copyrighted Products

If Concessionaire requires the use of or desires to use any patented design, device, material, process, mark, copyright, trademark, name, slogan, or other legally protected property right, or to sell, vend or distribute any item or product which is subject to a copyright, patent, trademark, license, or other form of legal protection, it shall provide for such use, sale or distribution in an

approved legal manner by making a proper agreement with the patentee, owner or lessee or such design, device, material, process, mark, copyright, trademark, name, slogan, or other legally protected property right, for such use. Concessionaire shall protect, defend and save and hold harmless the City, its officers and employees, against any and all claims for damages or otherwise by reason of infringement of such design, device, material, process, mark, copyright, trademark, name, slogan, or other legally protected property right, and shall indemnify the City, its officers and employees for any loss it or they may sustain due to such infringement. Concessionaire shall not sell, vend or distribute items or products deceptively similar to those subject to copyright, patent, trademark, or license to avoid payment of appropriate royalties or fees.

33 No Liability for Water Damage

The City shall not be liable to Concessionaire for any damage to property of Concessionaire at any time due to water, rain, snow, or any other substance which may leak into, issue, or flow from any part of the Facilities or from the pipes or plumbing works of same or from any other place.

34 Interpretation

- A. In General** - It is the intention of the parties hereto that the language hereof, and in all parts of this Agreement shall be in all cases construed simply according to their fair meaning and not strictly for or against either the City or Concessionaire.

- B. Section and Paragraph Headings** - The section and/or paragraph headings in this Agreement are for the convenience of the City and Concessionaire in reference only, and are not intended and shall not be used to construe the intent of this Agreement or any part thereof, or to modify, amplify, or aid in the interpretation or construction of the provisions thereof.

- C. Gender and Number** - The use of any gender herein shall include any or all genders, and use of any number shall be construed as the singular and/or the plural, all as the context may require.

35 Severability

Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

36 Quiet Enjoyment

Except for such rights and acts of the City authorized by this Agreement, the City covenants that Concessionaire, upon paying all payments, fees, and other charges due hereunder and performing

and complying with all covenants, agreements, provisions, obligations and duties incumbent upon Concessionaire under this Agreement, shall and may peaceably have, hold and enjoy the Spaces in the manner described herein during the Term of this Agreement. In the event that the City shall in any manner convey the premises or assign this Agreement, with the consent of Concessionaire, or if the operations of the Facilities shall pass from the City by operation of law or otherwise, then the City shall have no personal obligation to Concessionaire with respect to the foregoing covenant after such conveyance, assignment, or passing.

37 Notices

All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid:

If to City:

Executive Director, Arts & Venues Denver Division
1245 Champa Street, First Floor
Denver, Colorado 80204

And:

City Attorney
City and County of Denver
Room 353, City and County Building
Denver, Colorado 80202-5375

If to Concessionaire:

Centerplate
2187 Atlantic Street
Stamford, CT 06902
Attn: Legal Department

And:

Centerplate
at the Colorado Convention Center
700 14th Street
Denver, CO 80202
Attn: General Manager

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail via United States mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

38 No Employment of Illegal Aliens to Perform Work Under this Agreement

A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “**Certification Ordinance**”).

B. Concessionaire certifies that:

1. At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
2. It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. Concessionaire also agrees and represents that:

1. It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
2. It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to Concessionaire that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
3. It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
4. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
5. If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. Concessionaire will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.
6. It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

D. Concessionaire is liable for any violations as provided in the Certification Ordinance. If Concessionaire violates any provision of this section or the Certification Ordinance, the

City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, Concessionaire shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Concessionaire from submitting bids or proposals for future contracts with the City.

39 Environmental Requirements

As used in this Agreement, the following terms shall have the following definitions: (a) "Environmental Laws" means any federal, state, and local statute, law, ordinance, regulation, rule, resolution, order, determination, writ, injunction, common law ruling, award, judgments and decrees, relating to the remediation, generation, production, installation, use, storage, treatment, transportation, Release, threatened Release, or disposal of Hazardous Materials, or the protection of human health, safety, natural resources, animal health or welfare, or the environment; (b) "Hazardous Materials" means any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant or material that is listed, classified or regulated pursuant to any Environmental Law; and (c) "Release" means any presence, emission, spill, seepage, leak, escape, leaching, discharge, injection, pumping, pouring, emptying, dumping, disposal, migration, or release of Hazardous Materials from any source into or upon the environment, including the air, soil, improvements, surface water, groundwater, the sewer, septic system, storm drain, publicly owned treatment works, or waste treatment, storage, or disposal systems. Concessionaire, in performing the Services and its associated rights and obligations under this Agreement, shall comply with all Environmental Laws, including but not limited to Environmental Laws regarding the storage, use, and disposal of Hazardous Materials and regarding Releases or threatened Releases of Hazardous Materials into the environment.

40 Agreement As Complete Integration-Amendments

This Agreement is the complete integration of all understandings between the parties as to the subject matter of this Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.

41 Exhibits

The following Exhibits and Attachments are attached hereto and incorporated herein by reference and the rights and obligations contained therein are hereby incorporated into and shall be a part of this Agreement as if contained in the main body of this Agreement:

- | | | |
|-----------|---|----------------------------|
| Exhibit A | - | Spaces |
| Exhibit B | - | Sample Weekly Report |
| Exhibit C | - | Sample Monthly Report |
| Exhibit D | - | Sample Gross Profit Report |

- Exhibit E - Services Description
- Exhibit F - City-Provided Smallwares and Equipment
- Exhibit G - Performance Bond
- Exhibit H - Certificate of Insurance

42 Legal Authority

Concessionaire represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of Concessionaire represents and warrants that he or she has been fully authorized by Concessionaire to execute this Agreement on behalf of Concessionaire and to validly and legally bind Concessionaire to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Concessionaire or the person signing this Agreement to enter into this Agreement.

43 Use, Possession, or Sale of Alcohol or Drugs

Concessionaire shall cooperate and comply with the provisions of Executive Order 94 and Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring Concessionaire, its officers, agents, contractors, subcontractors, and employees from City facilities or participating in City operations.

Concessionaire also shall cooperate and comply with the provisions of Executive Order No. 13, which prohibits the sale or advertisement of tobacco products on City owned property and in facilities owned or operated or controlled by the City. "Sale" includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. "Advertising" includes the display of commercial and noncommercial promotion of the purchase or use of tobacco products through any medium whatsoever, but does not include any advertising and sponsoring which is a part of a performance or show or any event displayed or held in City facilities.

44 Colorado Governmental Immunity Act

In relation to this Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, et seq.

45 Inurement

The rights and obligations of the parties to this Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of this Agreement.

46 No Third Party Beneficiary

Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or Concessionaire receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

47 Disputes

All disputes between the City and Concessionaire arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

48 Governing Law; Venue

This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, the Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District.

49 No Construction Against Drafting Party

The parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any party merely because any provisions of this Agreement were prepared by a particular party.

50 Intellectual Property Rights

The City and Concessionaire intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by Concessionaire and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. Concessionaire shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, et seq., the Materials are "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not "work made for hire," Concessionaire (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent,

trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

51 Survival of Certain Provisions

The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement including, without limitation, payment of fees and other consideration, reporting requirements, governing law, and choice of venue, survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Concessionaire's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

52 Advertising and Public Disclosure

Concessionaire shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of Concessionaire's advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. Concessionaire shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

53 City Execution of Agreement

This Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

54 No Authority to Bind City to Contracts

Concessionaire lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

55 Counterparts of this Agreement

This Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

56 Electronic Signatures and Electronic Records

Concessionaire consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in

the manner specified by the City. The parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The remainder of this page left blank intentionally.

Contract Control Number: THTRS-201310982-00

Contractor Name: SERVICE AMERICA CORPORATION dba
CENTERPLATE

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



Contract Control Number: THTRS-201310982-00

Contractor Name: SERVICE AMERICA CORPORATION dba
CENTERPLATE

By: _____

Name: HAOI MODAVAR
(please print)

Title: EVP of CFO
(please print)

ATTEST: [if required]

By: _____

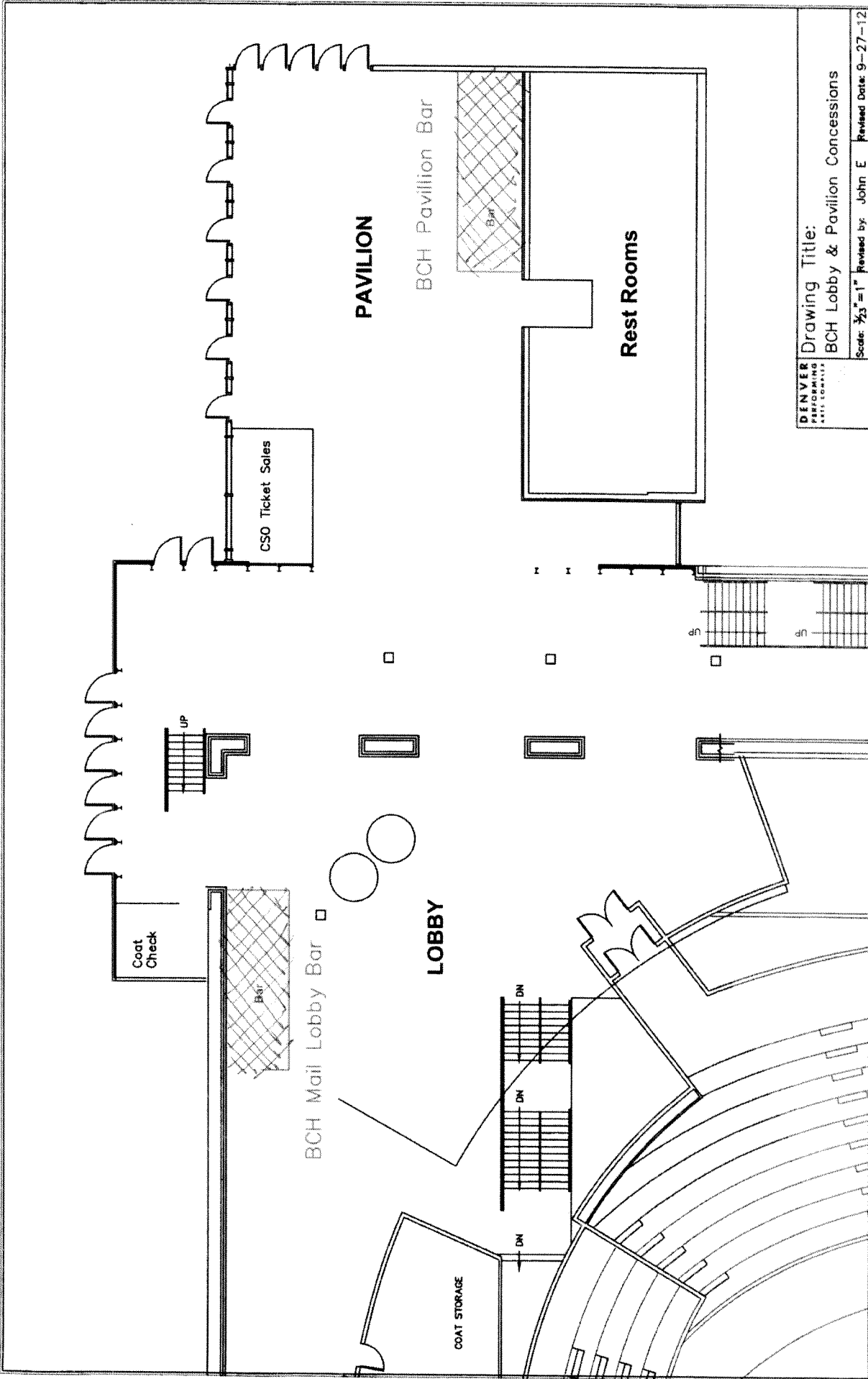
Name: _____
(please print)

Title: _____
(please print)

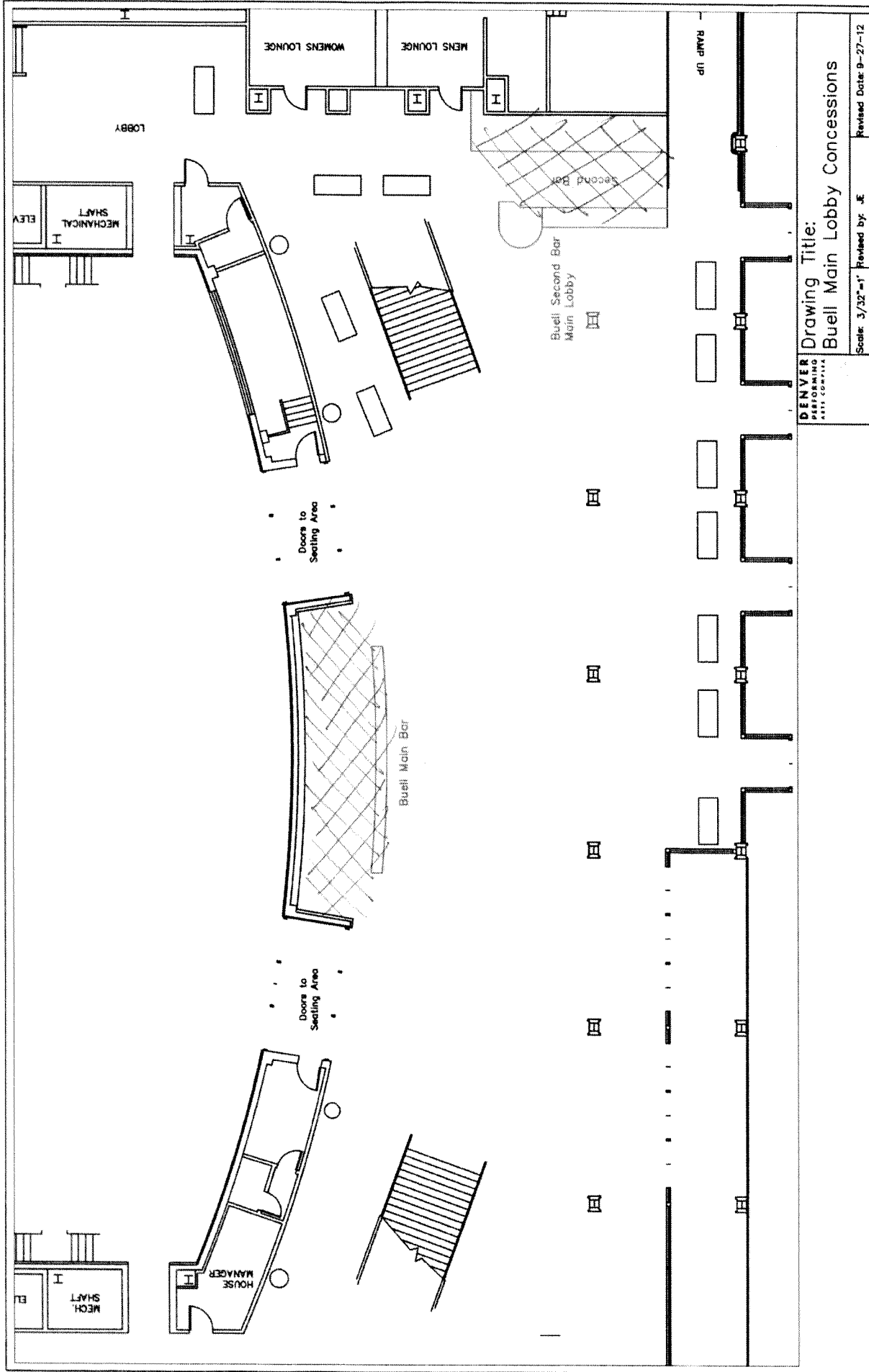


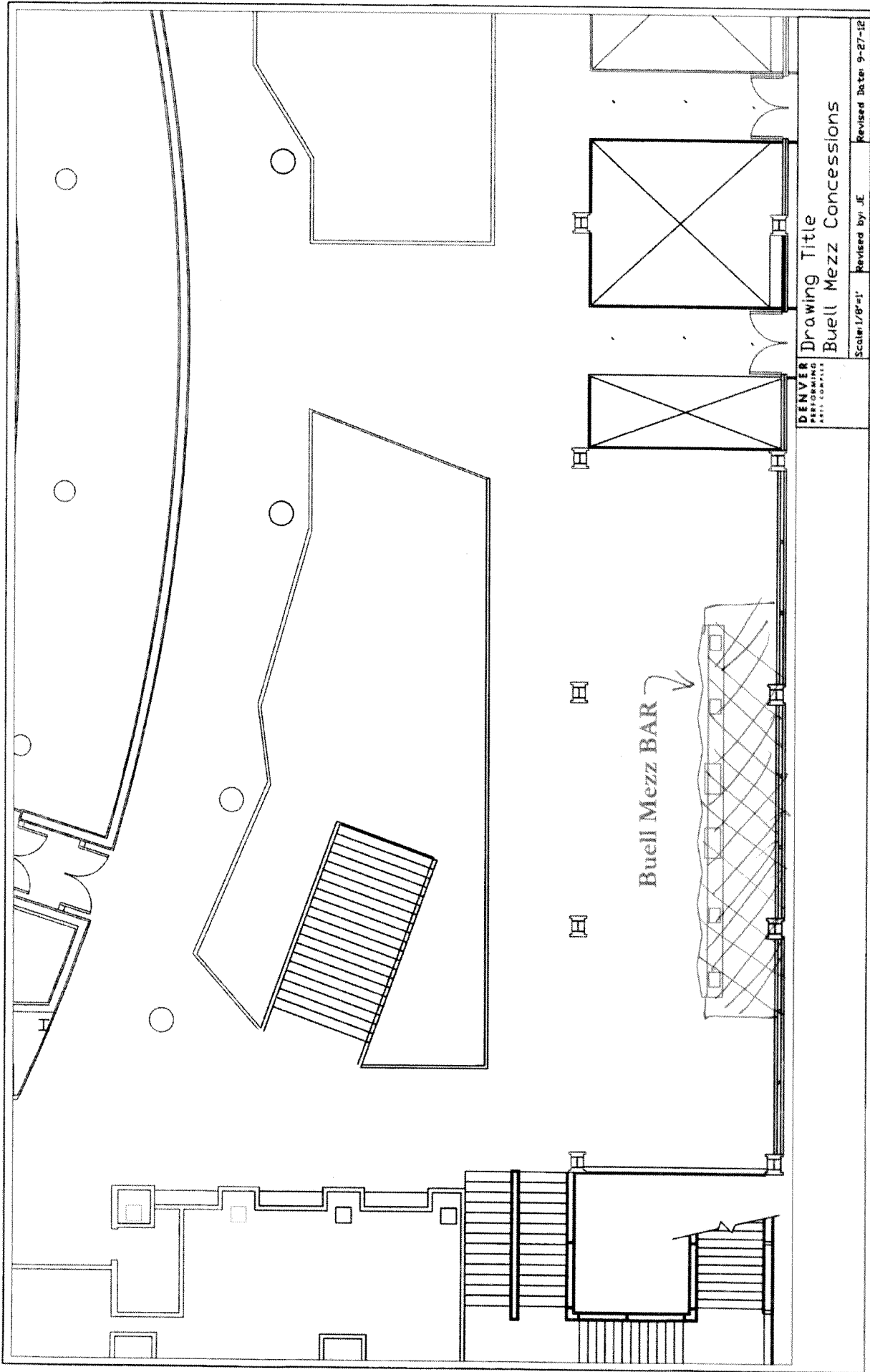
EXHIBIT A
SPACES

(Attached.)



BOETTCHER CONCERT HALL

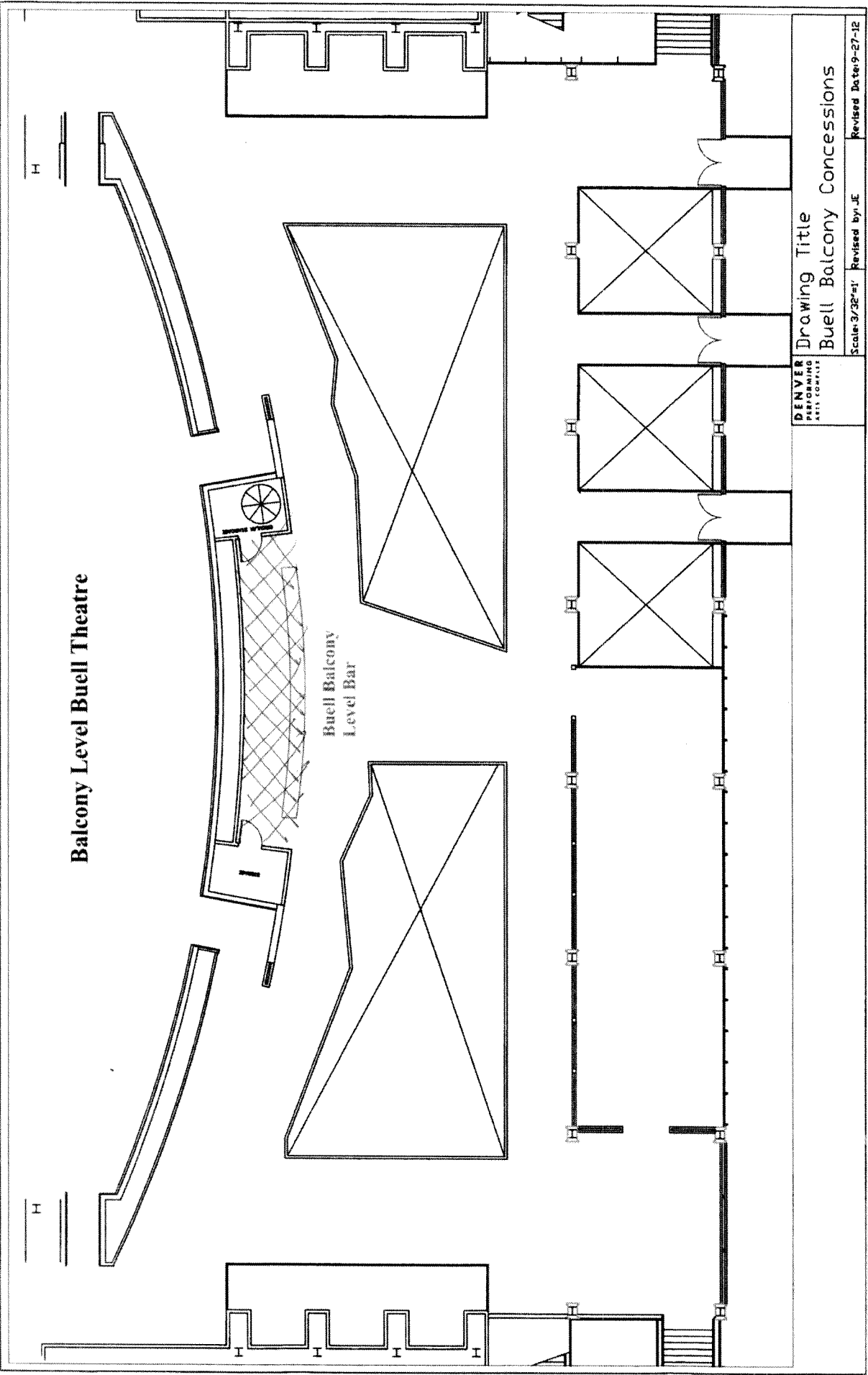




DENVER
PERFORMING
ARTS CENTER

Drawing Title
Buell Mezz Concessions

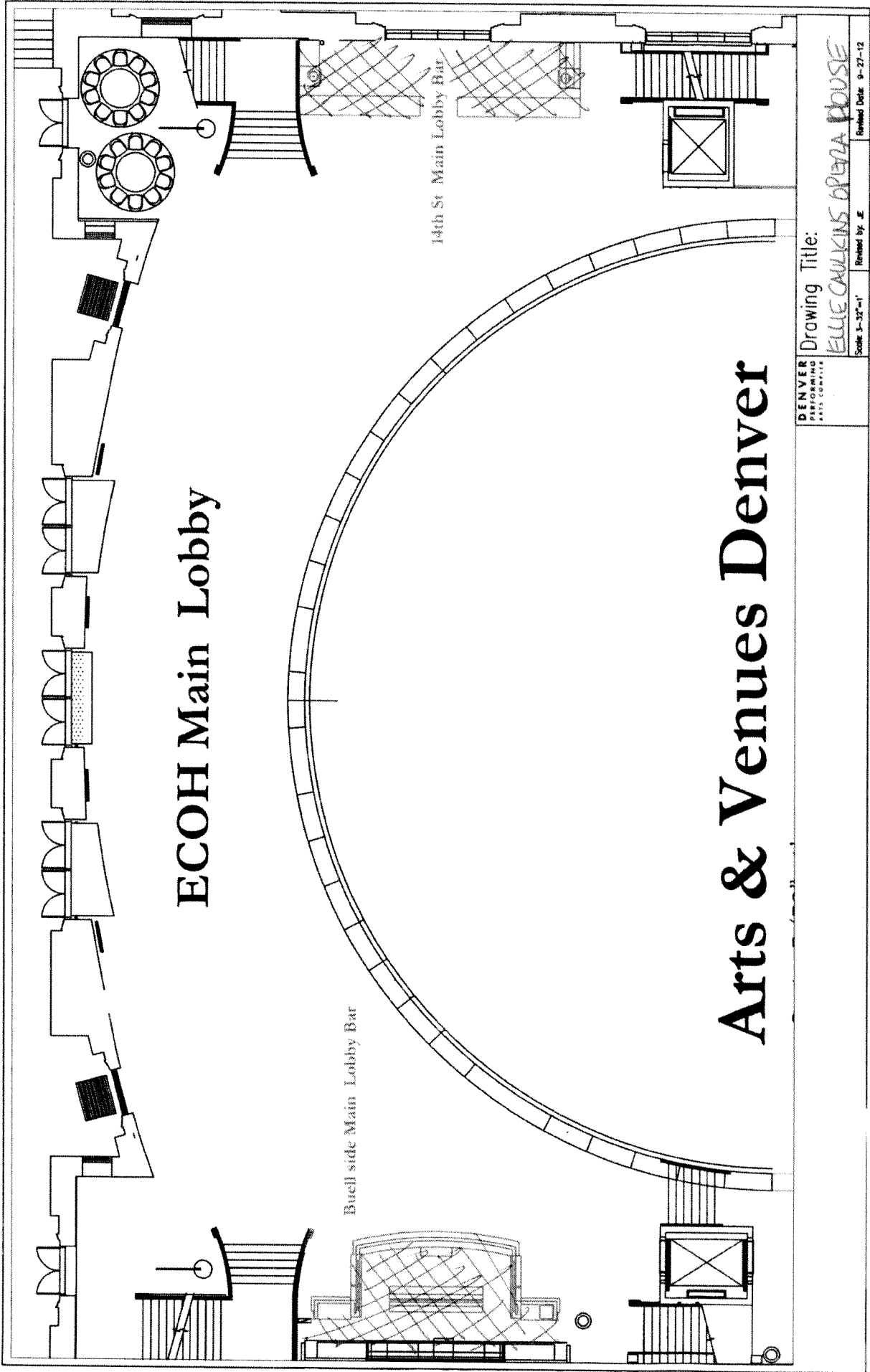
Scale: 1/8"=1' Revised by: JE Revised Date: 9-27-12



Balcony Level Buell Theatre

Buell Balcony
Level Bar

DENVER COMMERCIAL ARTS COMPANY	Drawing Title	Revised By: JE	Revised Date: 9-27-12
	Buell Balcony Concessions	Scale: 3/32"=1'	



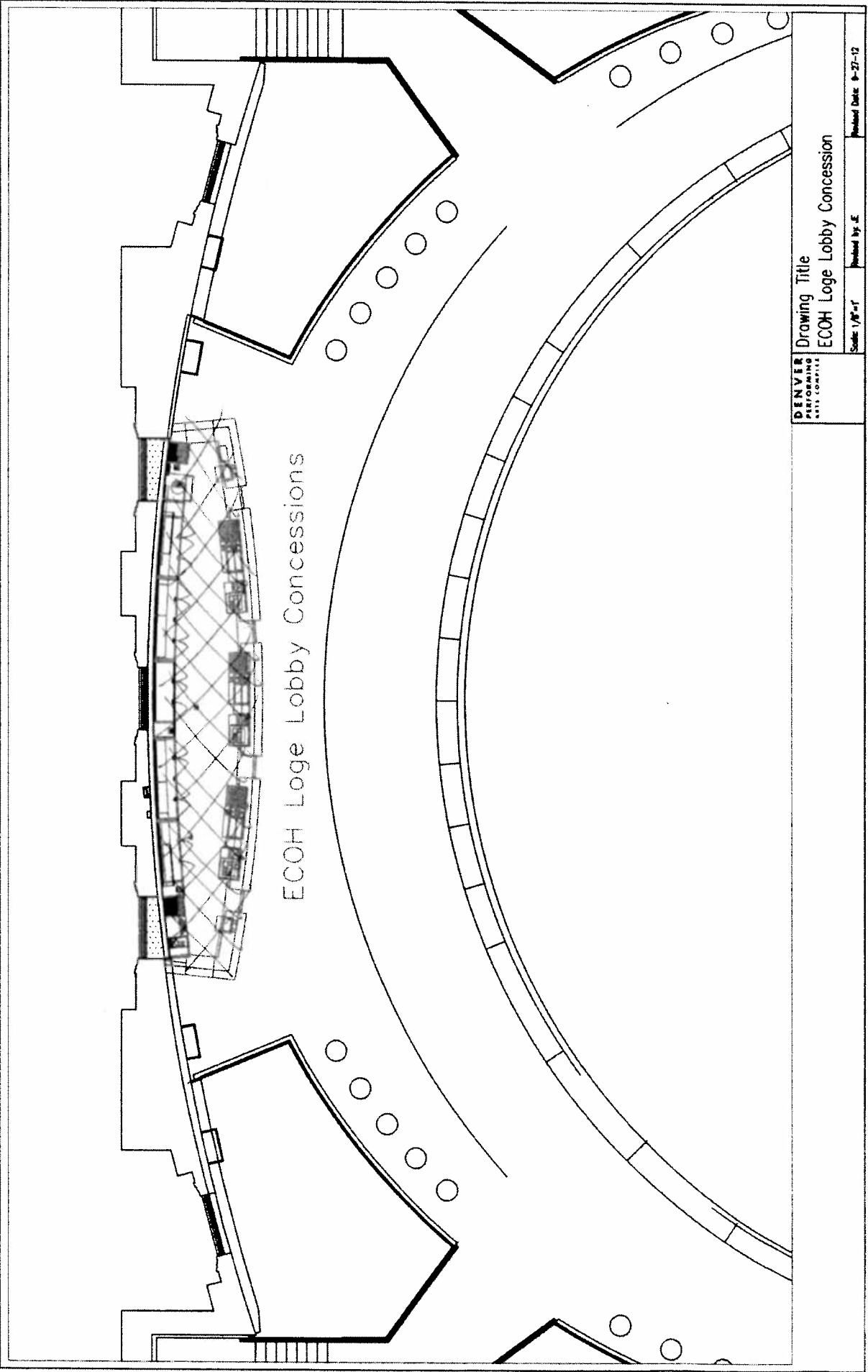
DENVER
PERFORMING
ARTS COMPLEX

Drawing Title:
ELLIE CAULKINS OPEN HOUSE

Scale: 1/32"=1'

Revised by: **JE**

Revised Date: 9-27-12



ECOH Loge Lobby Concessions

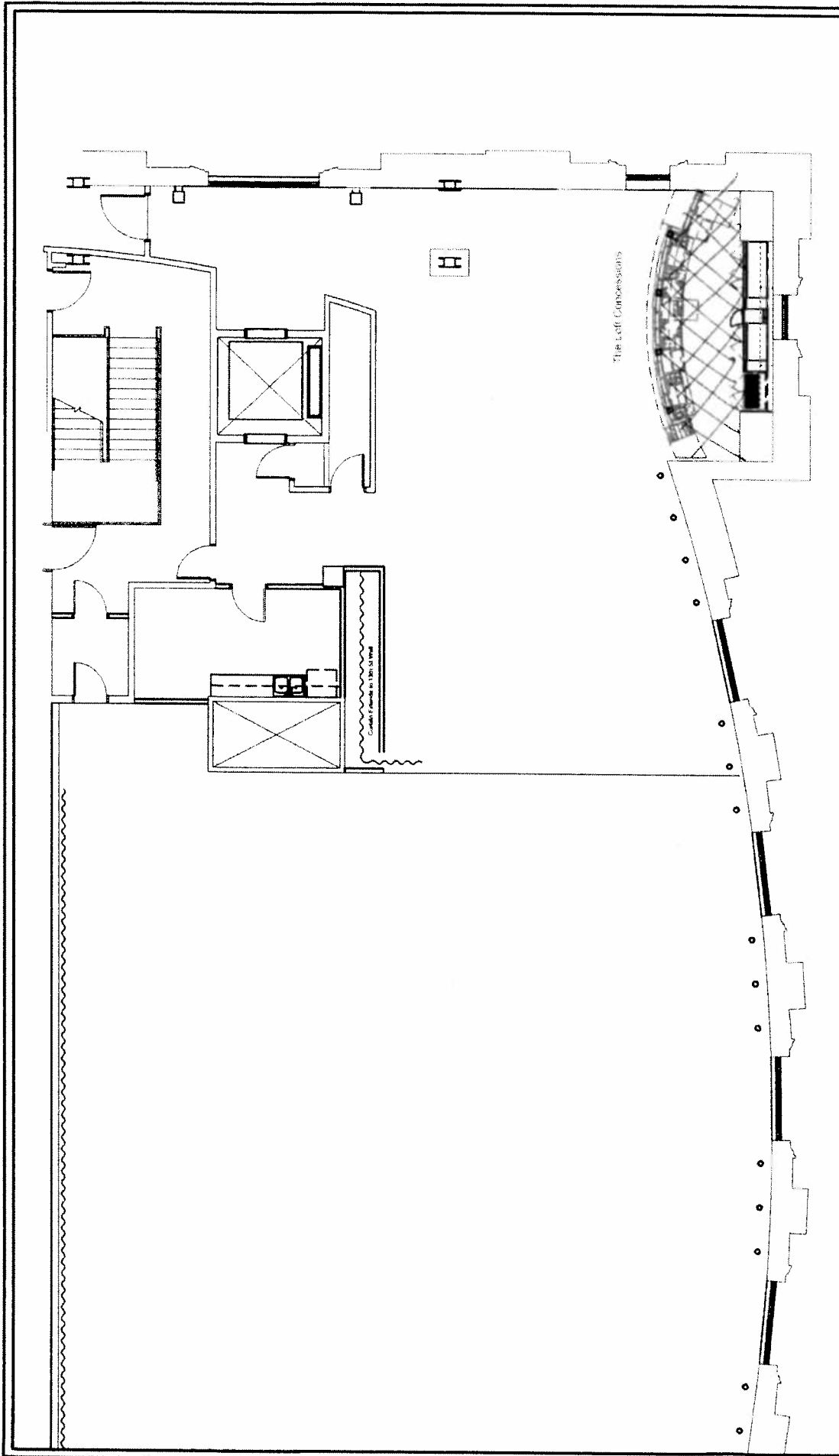
DENVER
ARCHITECTURAL
FIRM, INC.

Drawing Title
ECOH Loge Lobby Concession

Scale: 1/8"=1'

Prepared by: E

Revised Date: 4-27-12



DENVER
PERFORMING
ARTS COMPANY

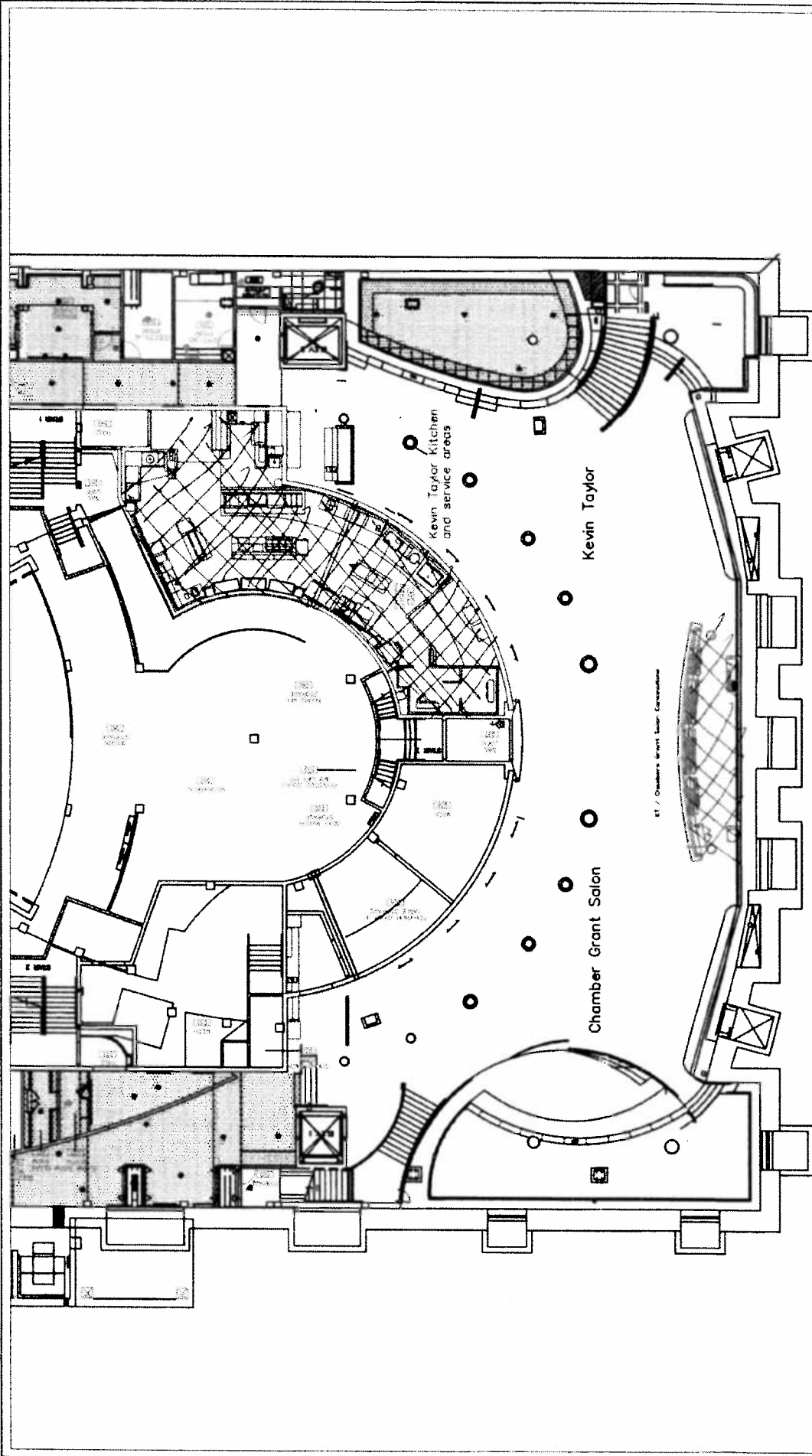
Drawing Title:

The Loft / Ellice Caulkins Opera House

Scale: 1/8" = 1'

Reviewed by: JE

Revised Date: 9-27-12



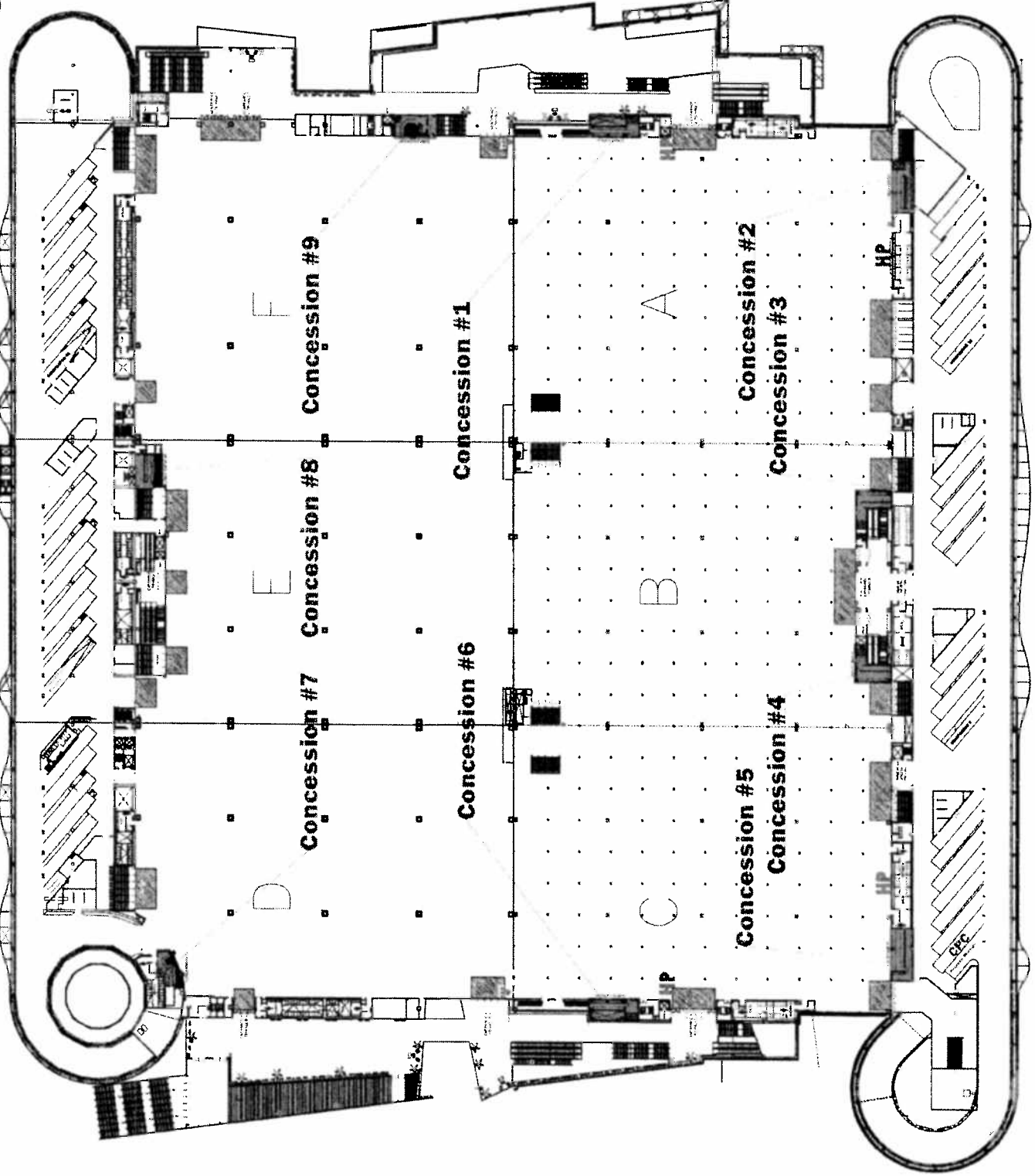
DENVER
ARCHITECTURAL
FIRM

Drawing Title:
KT/Chambers Grant Kitchen and Concessions

Scale: 1/16"=1' Revised By: J.E. Revised Date: 9-27-02

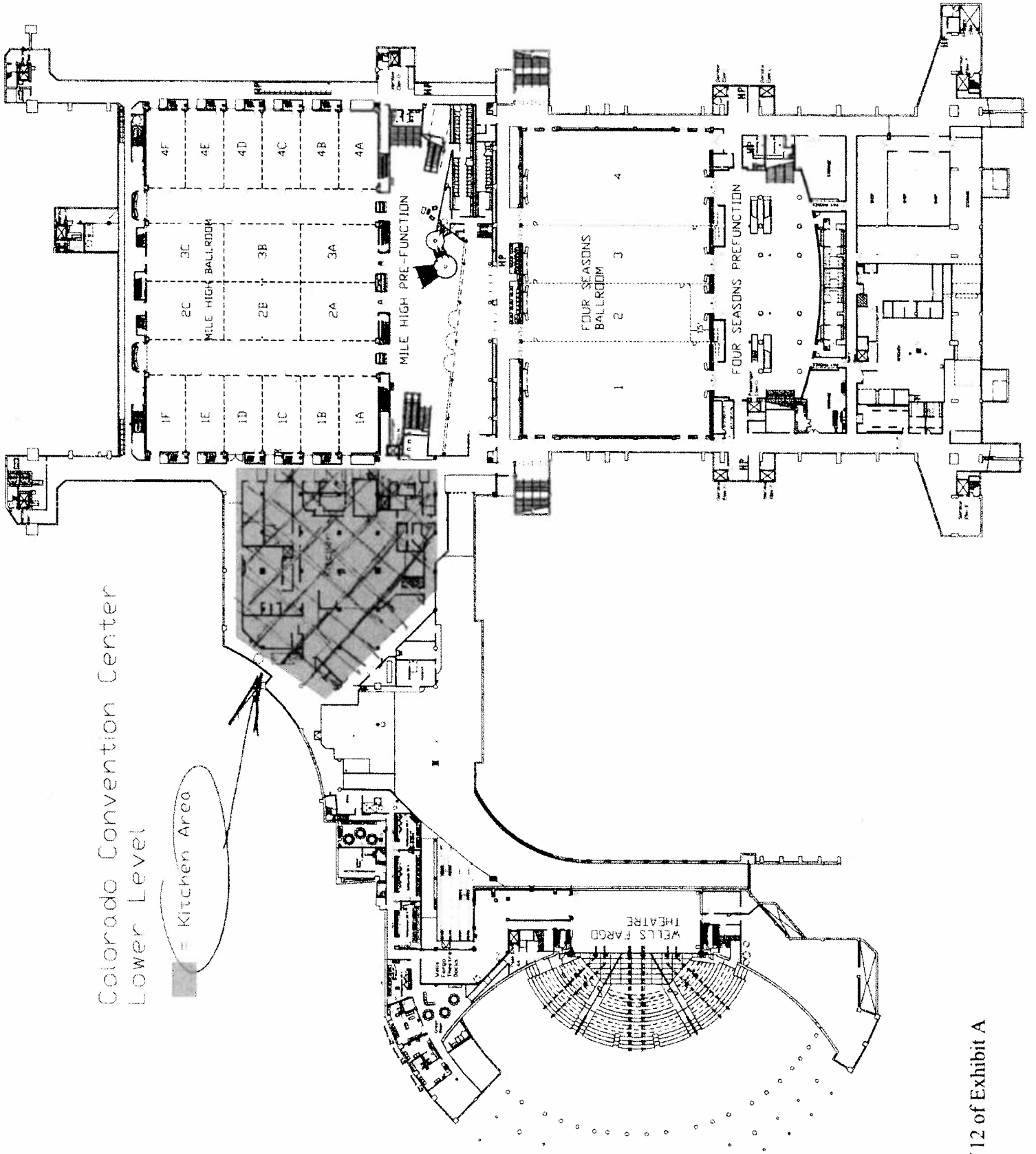
COLORADO
CONVENTION
CENTER

5th Floor Concession Stalls -

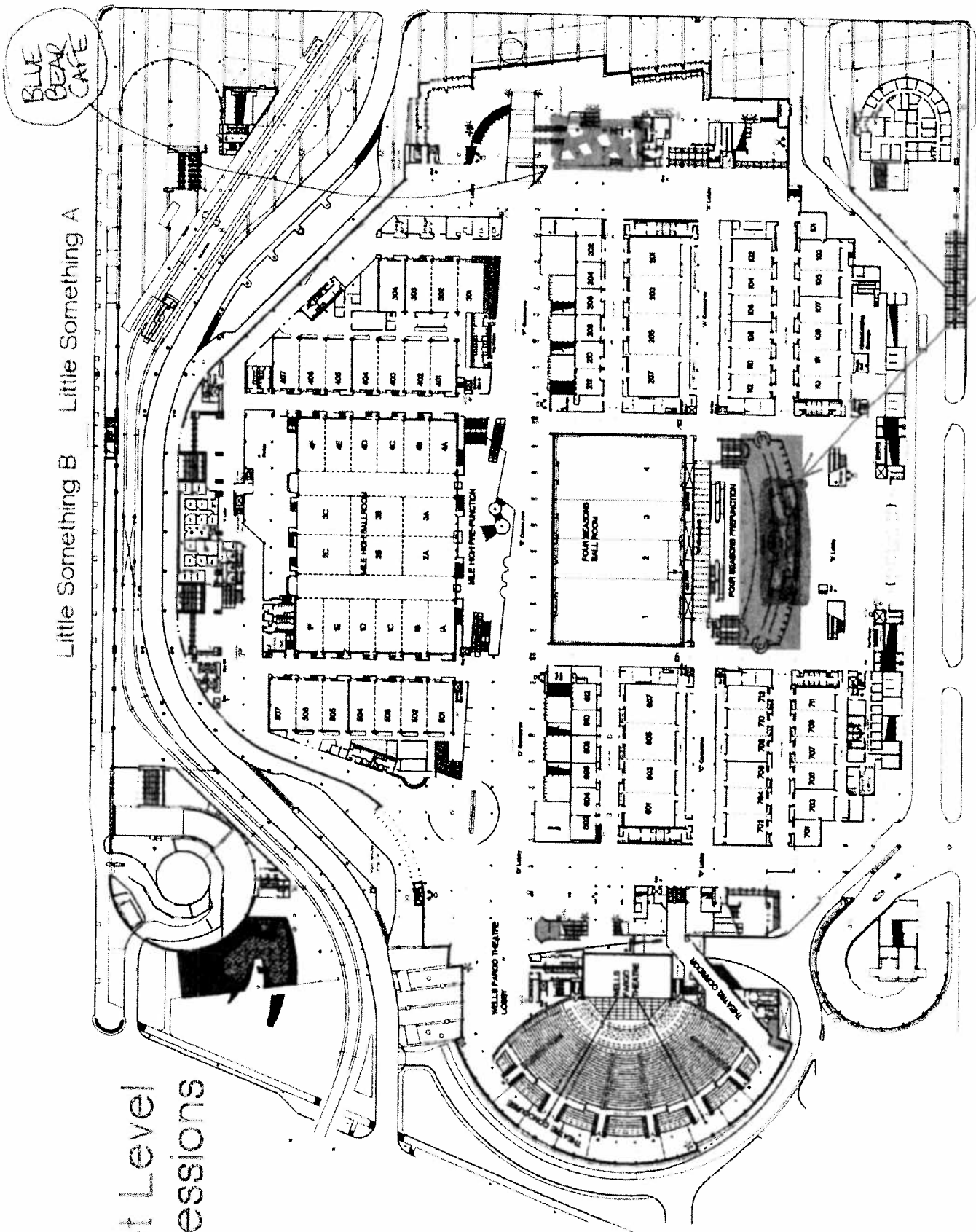


Colorado Convention Center
Lower Level

○ = Kitchen Area



Street Level Concessions



Little Something B Little Something A

Go Gourmet
SEE EXPANDED
VIEW

Little Something C Little Something D

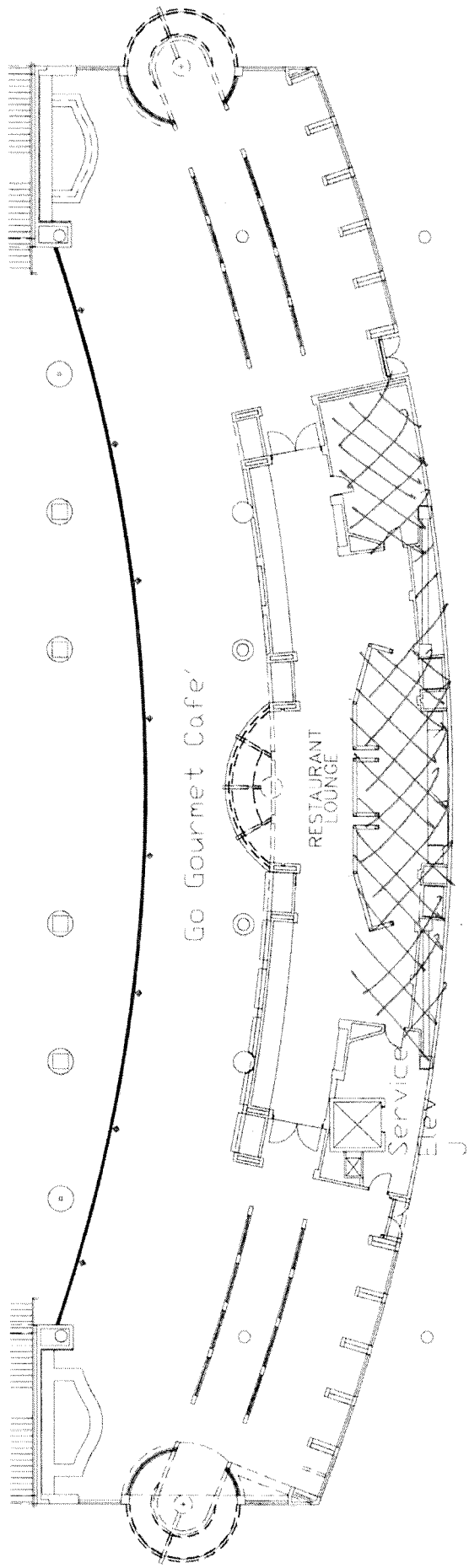


EXHIBIT B

SAMPLE WEEKLY REPORT

(Attached.)

Period Ending XX/XX/201x

Date	Event	Attendance	Colorado Convention Center - Gross Receipts							Performing Arts Center - Gross Receipts							Total Gross Receipts	Subtotal City Commission: CCC %	Subtotal City Commission: PAC %	TOTAL CITY COMMISSION % (%% OF GROSS RECEIPTS)								
			Concession - Food	Concession - Beer	Concession Liquor	Catering	Novelties	Other	Coat Check	Gross Receipts	Concession Beer	Concession Liquor	Catering	Novelties	Other	Restaurant												

EXHIBIT C

SAMPLE MONTHLY REPORT

(Attached.)

Exhibit C
Sample Monthly Report
Consolidated Report

	<u>Colorado Convention Center</u>			<u>Performing Arts Complex</u>						Grand Total		
	Events	Lecture Hall	Other	Subtotal	Boettcher	Buell	EOH	Galleria	Restaurant		All Other	Subtotal
GROSS RECEIPTS												
Food & Beverage Concessions												
Gross Food Concessions												
Concessions Coat Check												
Concessions Beer Sales												
Concessions-Rest Cart												
Concessions Liquor Sales												
Concessions Other Sales												
Subtotal												
Food & Beverage Catering												
Gross Catering Sales												
Catering Other Sales												
Subtotal												
Restaurant												
Restaurant Food												
Restaurant Liquor												
Restaurant Catering												
Subtotal												
Other Sales												
Merchandise												
Subtotal												
GROSS RECEIPTS												
CCC Business Incentive fund (CCC GROSS RECEIPTS x .1%)												

Exhibit C
CCC Business Incentive Fund
Contract Year 1: Sample Monthly Report

Balance as of: Date: July 1, 2013

Date:	Description: Deposit, Discount or No Cost Event	Deposit Amount (Additive)	Discount/NCE Amount (Subtractive)	Balance
				\$ -
				\$ -
				\$ -
	July Deposit			\$ -
				\$ -
				\$ -
	August Deposit			\$ -
				\$ -
				\$ -
	September Deposit			\$ -
				\$ -
				\$ -
	October Deposit			\$ -
				\$ -
				\$ -
	November Deposit			\$ -
				\$ -
				\$ -
	December Deposit			\$ -

**Exhibit C
Sample Additional Expenditures**

Balance as of : Date: July 1, 2013

Date:	Check #	Description: Withdrawal/Deposit	Type: e.g., Build-out/Equipment/Fixture	Amount	Balance
-------	---------	---------------------------------	---	--------	---------

TOTAL _____

<u>Summary Reconciliation</u>	
Build-out Total	
Equipment Total	
Fixture Total	

s/b zero: TOTAL -
Summary Reconciliation

**Exhibit C
Sample Reserve Fund**

Balance as of : Date:
July 1, 2013 _____

Date:	Check #	Description: Withdrawal/Deposit	Amount	Balance
-------	---------	---------------------------------	--------	---------

July Deposit

August Deposit

September Deposit

October Deposit

November Deposit

December Deposit

TOTAL _____

EXHIBIT D

SAMPLE GROSS PROFIT REPORT

(Attached.)

Exhibit D
Sample Annual Gross Profits Report

**Actual Values - As Certified
by Centerplate's VP and
Area Controller**

Gross Receipts	<hr/>
Food Sales	
Restaurant Sales	
Catering Sales	
Alcoholic Beverage Sales	
Non Food / Beverage Sales	
Total Gross Receipts	<hr/>
CCC Business Incentive Fund	
Cost of Sales	
Food Cost of Sales	
Restaurant Cost of Sales	
Catering Cost of Sales	
Alcoholic Beverage Cost of Sales	
Non Food / Beverage Cost of Sales	
Product Cost Discount	
Total Cost of Sales	<hr/>
	<hr/>
Gross Profit	
Other Operating Income	
Other Operating Expense	
Variable Labor	
Variable Fringe	
Semi-Variable Labor	
Semi-Variable Fringe	
Sub-total Personnel Costs	<hr/>
Other Operating Expense	
Property Tax	<hr/>
Total Operating Expense	<hr/>
Profit Before Depreciation, Amortization, Partner Comp & Commission	<hr/>
Commission to City (% of Gross Receipts)	
Amount due to Partner	
Depreciation & Amortization	
Profit To Centerplate	<hr/>
	<hr/>

EXHIBIT E
SERVICES DESCRIPTION

A. GENERAL INFORMATION:

Concessionaire will, among other things: provide food/beverage, retail and merchandise services, as specified herein; sell alcoholic beverages under certain conditions; operate pantry and other food production/storage areas and bulk storage facilities; operate food courts, restaurants, and fixed and mobile concession stands; cater food and beverages to special functions; and vend various refreshments and other items as approved by the City. In addition, Concessionaire will operate in the Facilities any and all dedicated lounges, mobile thematic food services, vending services, and other foodservice operations, as required from time to time by the City.

B. RECYCLING OF WASTE MATERIALS:

Concessionaire shall recycle all solid waste products that are locally accepted for recycling. Concessionaire shall collect, sort, and separate such wastes from the Facilities into categories as may be required by law, ordinance, rule, regulation, or other requirement of the City to facilitate such recycling. Concessionaire shall sort and place waste products in separate receptacles approved by the City.

The City reserves the right to refuse to collect or accept from Concessionaire any waste product that is not sorted and separated as required by law, ordinance, rule, regulation, or other requirement of the City, and to require Concessionaire to arrange for the collection of the same at Concessionaire's sole cost and expense, using a contractor satisfactory to the City. Concessionaire shall pay all costs, fines, penalties, and damages that may be imposed on the City or Concessionaire as a consequence of Concessionaire's failure to comply with the provisions of this subsection.

C. PARKING:

As of the commencement date of this Agreement, the Facilities have very limited close-in parking. Accordingly, the City will provide a "to be determined" number of spots at each facility, for full-time employees only.

D. SPACE AVAILABLE FOR CONCESSIONAIRE USE:

The City will furnish to Concessionaire during the Term certain Spaces to be used by Concessionaire for office and storage, concession areas, buffet and /or banquet seating areas, kitchens, food/beverage areas, pantry spaces, fixed bar/lounge areas, and food service equipment. The Spaces may be subject to increase or decrease from time to time at the Executive Director's sole discretion.

The office space to be furnished to Concessionaire shall be for money counting, record keeping, and other office purposes related specifically to the Services to be performed by Concessionaire pursuant to this Agreement. Concessionaire's use of such office space for any other purpose, without the prior written approval of the Executive Director, shall be grounds for termination of this Agreement.

Concessionaire may operate and locate mobile stands for the sale of food, beverages, and Novelties, and use auxiliary storage spaces at locations approved by the Executive Director. Concessionaire shall acquire no rights to such locations once assigned, and the City reserves the right to require Concessionaire to relocate such mobile stands and equipment and items placed by Concessionaire in auxiliary storage spaces.

E. ADDITIONAL LABOR PROVIDED AT CONCESSIONAIRE EXPENSE:

Concessionaire shall furnish, at its cost and expense, all common and skilled labor for moving food service equipment, other furniture and equipment to be used by Concessionaire in performing the Services, and mobile concession and merchandise stands to and from such Spaces as are approved by the Executive Director. Concessionaire also shall furnish, at its cost and expense, all common and skilled labor for setting up and dismantling the same.

F. OPERATION OF SERVICES:

Concessionaire shall conduct all Novelties Services, Concession Services, and Catering Services, at such Spaces, and for such purpose as are designated by the Executive Director. Without limiting the generality of the foregoing, Concessionaire shall have Concession Services and Novelties Services open and in operation at a reasonable time before, during, and after all events at the Facilities and during such other days and times as may be required or approved by the Executive Director. These services may be in operation when there are no events upon the prior written approval of the Executive Director.

Concessionaire shall render the Services to the public in a dignified manner, and Concessionaire shall not use pressure, coercion, or persuasion in an attempt to influence the public to purchase or use Concessionaire's services and products.

Concessionaire shall in no way interfere with the orderly operation of any event at a Facility. Concessionaire shall not circulate throughout the Facilities to sell food, beverages, or Novelties, except with the prior written approval of the Executive Director.

Concessionaire shall not distribute campaign or political literature or any commercial solicitation literature of any kind at any time within the Facilities.

The City reserves the right to direct Concessionaire to partially or completely suspend the Services at events which the Executive Director determines, in its sole discretion, are incompatible with the subject Services.

G. SPECIALIZED SERVICES TO BE PROVIDED BY CONCESSIONAIRE:

Concessionaire will provide in the Facilities specialized services normally associated with public facilities like the CCC and PAC, including, without limitation:

- Mobile and fixed thematic concession facilities service.
- Main Kitchen storage/preparation.
- Special meeting and buffet/banquet/catering services.
- Water, tablecloth, and table skirting service.
- Backstage Catering.
- Restaurant services.
- Bar and lounge services.

In addition, Concessionaire shall operate and maintain the Urban Farm, and integrate the produce therefrom into menu planning and food preparation at the Facilities.

H. CATERING REQUIREMENTS:

When providing Catering Services, food served must be cooked and prepared by a chef at the Facilities, with the exception of baked goods and standard canned and packaged items. Deviation from this requirement must be approved in advance in writing by the Executive Director.

I. USE OF FACILITIES FOR OFFSITE FOOD FUNCTIONS:

If Concessionaire desires to utilize the Spaces, the City-Provided Equipment, or the City-Provided Smallwares to prepare food for off-site consumption, Concessionaire must obtain the written approval of the Executive Director at least two business days before the function. All such services are to be considered part of Gross Receipts and Cost of Sales and, as such, are commissionable operations.

J. PROCUREMENT POLICY:

Concessionaire shall purchase food, beverages, and operational supplies (such as uniforms, laundry service, paper goods, and detergents) for its performance of the Services from whatever source or sources that will establish and effect procedures which assure the quality and quantity required at the most economical prices. All such purchases shall be in Concessionaire's name and payment shall be made by Concessionaire directly to the supplier.

The City maintains the final right of approval over Concessionaire's suppliers; however, all approved suppliers must provide competitive quality, service, and prices.

K. MINIMUM FOOD PURCHASE SPECIFICATION REQUIREMENTS:

Concessionaire shall comply with the following requirements and specifications:

BEEF	GRADE:	USDA Top Choice
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Heifer or Steer	YIELD: CONDITION: GROUND BEEF:	3 or under Fresh or Frozen Chuck, 20% fat content
PORK	GRADE: YIELD: CONDITION	US No. 1 1 Fresh or Frozen
VEAL Calf	GRADE: CONDITION:	USDA Choice Fresh or Frozen
LAMB Under one year old	GRADE: CONDITION:	USDA Choice Fresh or Frozen
POULTRY	GRADE: CONDITION:	USDA Inspected Grade A Hens – Fresh or Frozen Fryers – Fresh or Frozen Duckling – Fresh or Frozen Turkey Breast – Fresh or Frozen
FISH & SHELLFISH	GRADE: CONDITION:	When graded – A, otherwise top quality Fresh when available, frozen if cost and availability warrant
EGGS	GRADE: SIZE: CONDITION:	USDA A, 100% candled Large Fresh
BUTTER	GRADE:	USDA AA
MILK & MILK PRODUCTS	GRADE:	US Grade A pasteurized
NONFAT DRY MILK	GRADE:	US Extra
BULK ICE CREAM		Minimum 12% milk fat, 80- 100% overrun
FRESH VEGETABLES & FRUITS	GRADE:	US No. 1 or better
FROZEN VEGETABLES	GRADE:	A
CANNED FRUIT	GRADE:	US Grade A or Fancy in heavy syrup
CANNED VEGETABLES	GRADE:	US Grade A or Fancy
DRY GOODS	RICE:	Fancy or US No. 2

	BEANS:	Grade A
BAKED PRODUCTS	At the City's approval	

L. MENUS:

Concessionaire shall plan and prepare imaginative menus for the Facilities in consultation and coordination with the Executive Director and in accordance with the Executive Director's specifications. Quantities, portions, and prices for all food and beverages shall be approved by the Executive Director. In addition, only food and beverages which are wholesome and of the best quality, in the opinion of the Executive Director, shall be purchased by Concessionaire for preparation and service at the Facilities.

All menus shall be subject to the approval of the Executive Director prior to distribution. All menus shall include the courses available, prices, date of distribution, and location. Any changes to menus or pricing are subject to the prior written approval of the Executive Director. Once approved by the Executive Director, Concessionaire shall prepare printed catering and other menus utilizing the Facilities' logos in sufficient quantities to insure clean, neat menus are available at all times to guests.

Concessionaire shall keep posted in places conspicuous to users of the Facilities a full list of items, with their prices, offered for consumption on a given day. Concessionaire shall obtain the Executive Director's written approval of such lists prior to displaying the same.

At certain special shows that occur annually, Concessionaire shall offer menu items generic to the show type in consultation with the show manager and Executive Director.

M. FOOD AND BEVERAGE HANDLING:

Concessionaire shall inspect all food and beverages upon delivery for quality and quantity compliance with the original order and shall store all food and beverages in proper areas and in sanitary containers which are dated for effective rotation of stock on a first-in, first-out basis. Concessionaire shall cover all refreshments and food exhibited for sale in showcases or other suitable containers. Concessionaire shall wrap all pre-packaged sandwiches, cakes, and other similar products in cellophane or similar transparent wrapping appropriate to the food service industry.

N. ITEMS TO BE SOLD:

Concessionaire shall sell at the Facilities food, beverages, and Novelties normally found in operations and facilities comparable to the Facilities, as required or approved by the Executive Director in his or her sole discretion. The Executive Director also may limit, prohibit, or require discontinuance of the sale of any food, beverages, or Novelties.

As a matter of general policy, prices shall not be higher than those charged at comparable arenas, amphitheaters, theaters, bars, snack facilities, hotels, convention centers, restaurants, etc., for the

same quality food, beverages, Novelties, and services within the Western Region of the United States of America.

Prices must be posted in displays on all stands and vendor equipment. Within thirty (30) days after execution of this Agreement, Concessionaire shall submit a proposal for price signs to be provided by Concessionaire for posting at the Facilities for the written approval of the Executive Director. The Executive Director shall be the sole and final judge of prices, sign quality, size of letters, and propriety of any advertising proposed.

Concessionaire shall submit a detailed price schedule based on current market conditions for all items it proposes to sell showing size, weight, quantity, and prices of items. This includes, without limitation, Novelties to be sold in retail and merchandise areas, food and beverages to be sold in bars, concession stands, lounge areas, Special Emphasis Food Service Areas, Vending Machines, and meeting rooms, and food and beverages to be sold for catered events and special service requests, etc. All prices will require the prior written approval of the Executive Director.

The Executive Director and Concessionaire shall, on a semi-annual basis or at such other frequency agreed to by the Executive Director, review the price schedule for all food, beverages, and Novelties for sale at the Facilities and may, in writing, amend such schedule.

If Concessionaire desires to offer for sale any item not included in the approved price schedule, menu, or alcoholic beverage list, then Concessionaire shall seek the Executive Director's prior written approval to sell such item. If Concessionaire desires to substitute an item listed in the approved price schedule, menu, or alcoholic beverage list with another item, prior written approval must be obtained from the Executive Director.

Concessionaire will not sell any products of inferior quality. This requirement does not require that Concessionaire rely exclusively on one seller's or manufacturer's item(s); rather, several manufacturers or sellers may be used by Concessionaire or Concessionaire may change suppliers in the interest of quality, competition, and public appeal, as required or approved by the Executive Director.

All Novelties, food, and beverages kept for sale shall be subject to inspection and approval or rejection by the Executive Director during the Term of this Agreement. Concessionaire shall immediately remove from the Facilities all rejected items and such items shall not be returned to the Facilities for sale.

Concessionaire shall strive to purchase, sell, and feature locally (Colorado) produced products, as long as the wholesale prices for such products are competitive with similar products available on the open market.

O. DELIVERIES

Concessionaire shall monitor the movement of products in and out of the Spaces to avoid all conflicts with other functions at the Facilities. Concessionaire shall cover or otherwise protect all food, beverages, food handling and merchandise equipment being moved through public

areas. Concessionaire will adhere to all relevant Facility policies and procedures regarding deliveries and the handling of equipment.

P. RESTRICTIONS ON SALES:

Take-out sales are strictly prohibited.

The City's contracts with Tenants for particular functions may stipulate restrictions on the sale by Concessionaire of food, beverages, concession items and retail/merchandise items, where necessary, in the Executive Director's sole discretion, to protect goods on display by the Tenant or because of the nature of the function. For example, without limiting the generality of the foregoing, the Executive Director may prohibit the sale of specialty foods or alcoholic beverages during specific performances or event times.

Chewing gum, sunflower seeds, and stickers may not be sold at the Facilities, whether from Vending Machines or otherwise.

Q. PERSONNEL:

Concessionaire shall provide points of sale for food, beverage, and Novelties in such numbers as are necessary for each event and activity at the Facilities, consistent with industry standards. Concessionaire shall select, employ, train, furnish, and deploy employees in sufficient numbers for each work classification to perform the Services. Concessionaire's employees shall be proficient, productive, and courteous to patrons, and Concessionaire shall discipline, and if necessary, discharge personnel that inadequately perform. Concessionaire shall also provide adequately-trained relief personnel in the event of absences by primary staff. Whenever possible, Concessionaire shall hire its personnel from within the greater Denver area.

Concessionaire shall employ a regional vice president to oversee both of the Facilities, a general manager at CCC, and a general manager at PAC. The general managers shall be full-time resident management positions and such managers shall have no other duties within Concessionaire's organization except for duties specifically dedicated to their respective Facility. Concessionaire shall obtain the Executive Director's written approval prior to offering employment for the regional vice president and general manager positions.

In addition, Concessionaire shall make available, upon reasonable notice, a qualified representative who shall meet with the users of the Facilities and prospective users of the Facilities and assist in explaining and planning food and beverage services and the marketing of the Facilities' food service facilities.

Concessionaire's general managers shall provide the City with a management staffing plan.

Concessionaire assumes full responsibility for the actions of its personnel while performing the Services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding and income taxes, unemployment insurance, workers' compensation, and Social Security) and the like, as required by applicable federal, state, and local laws. Without limiting the foregoing, all of

Concessionaire's employees that are engaged in the preparing, handling, serving, and storing of food shall meet applicable state and local health department requirements.

R. TRAINING REQUIREMENTS:

Concessionaire must conduct regularly scheduled training classes for all employees and management throughout the Term of this Agreement which shall include training for all employees at the commencement of their employment. This schedule and its content shall be provided to the Executive Director for written approval on or before thirty (30) days after the execution of this Agreement, and once annually thereafter. At a minimum such training will consist of customer service, alcohol awareness, and positional skills training including, without limitation, banquet service training, buffet set up, bartending, serving techniques, food/wine service techniques, food handling, and other facility operations. A detailed record of the training shall be provided to the Executive Director. Without limiting the generality of the foregoing, Concessionaire shall provide:

1. Training to employees regarding Title I of the Americans with Disabilities Act of 1990, as amended, as it pertains to providing quality food, beverage and retail services to customers with a disability. Concessionaire shall ensure that all employees are trained in accordance with Concessionaire's corporate standards.
2. An alcohol awareness training program for all alcohol service and monitoring staff sufficient to ensure proficiency in all requirements of serving alcoholic beverages pursuant to applicable laws, rules, regulations, and one or more professional courses in alcohol awareness (i.e. TIPS Training). The alcohol awareness and training program shall be provided to all new alcohol service and monitoring staff during their new employee orientation and to all other alcohol service and monitoring staff at least once per year.

A detailed record of all trainings required of and offered to staff shall be provided to the Executive Director or his designee on an annual basis. Upon request from the City, Concessionaire shall supply a copy to the City of Concessionaire's operating procedures and manual, which shall include detailed staffing plans for a variety of event activities. Concessionaire shall adjust staffing levels if, in the opinion of the Executive Director, the staffing levels do not provide adequate service to the public.

S. SPECIAL PERSONNEL SERVICES:

On various occasions Concessionaire may be called upon to provide personnel for special purposes such as bartending, waiter/waitress, host/hostess, or other activities. The special personnel services, which shall be provided by Concessionaire on an "as-needed" basis, are not to be confused with the normal personnel required by Concessionaire to meet Concessionaire's responsibilities to provide the Services at the Facilities.

T. TIPPING POLICY:

Concessionaire's employees at the Facilities will not solicit or accept tips or other gratuities; provided, however, that employees may accept, but may not solicit, tips in any cash bar environment.

U. UNIFORMS AND HYGIENE:

Concessionaire or its agent will provide and maintain City-approved uniforms for all relevant employees. Selection of the type, color, style, and dress code of uniforms, including specialty uniforms designated to fit the exact nature of the various operations at the Facilities, shall be at the discretion and approval of the City. Upon the City's request, Concessionaire must provide to the City a written and graphic presentation of uniform styles and availability. The City will provide the graphic standards to be followed in this design.

It shall be Concessionaire's sole responsibility to ensure that its employees maintain their hygiene and a professional appearance while performing the Services at the Facilities. The Executive Director or his/her designee shall have the right to comment on and, where necessary, cause Concessionaire to take such actions as are necessary to ensure that all employees meet minimum hygiene and appearance standards.

V. CASH CONTROL AND INVENTORY SYSTEMS:

Unless otherwise approved in advance and in writing by the Executive Director, Concessionaire shall use in all permanent and portable concession stands, special function areas, retail and merchandise areas, etc., a cash control system of a type approved by the Executive Director.

Inventory systems to determine sales and product usage must be industry standard approved by the City.

Concessionaire will not permit its employees to make change from boxes, containers, or from pockets of clothing in the Facilities, unless commercially impracticable not to do so.

Concessionaire shall utilize industry standard computerized sales, control, and point-of-sale locations including, but not limited to, fixed and mobile concession and retail/merchandise stands, vending rooms, mobile thematic carts, lounges, and the like. Concessionaire must be able to track all products from purchase order through delivery, warehouse stocking, inventory depletion, and final sales transaction and reduction from par or other stock inventories. The City shall have complete and open access to Concessionaire's tracking system and its reports at all times. Notwithstanding the foregoing, Concessionaire shall not be obligated to utilize such measures if commercially impracticable for the event at hand.

To the extent commercially practicable, Concessionaire shall provide credit card payment solutions approved by the City.

Concessionaire shall only utilize City-approved computer hardware and account software for all records, proposals, contracts, invoices, letters, and all accounting functions related to the performance of the Services pursuant to this Agreement.

W. SEPARATE BANK ACCOUNT REQUIREMENT:

A separate bank account at a bank approved by the City and showing proof of Public Depository Protection Act (PDPA) depository coverage under the State of Colorado shall be maintained for all sales deposits. Cash shortages in excess of inventory sales may not be deducted from Gross Receipts.

X. ANNUAL INVENTORIES:

By May 31st of each year, Concessionaire and the City shall conduct annual inventories of all food and beverage equipment, leasehold improvements, uniforms, and smallwares to determine required replacements, repairs, and adjustments to any depreciation schedules in force pertaining to such items.

Y. EQUIPMENT AND SMALLWARES:

The City will provide for use by Concessionaire solely in the performance of the Services the City-Provided Equipment and the City-Provided Smallwares.

The City-Provided Equipment and City-Provided Smallwares shall remain the property of the City. At the end of the Term, Concessionaire shall return to the City the City-Provided Equipment and City-Provided Smallwares in a neat and tidy condition and in good operating order (less normal wear and tear).

If Concessionaire wishes to add equipment, furnishings, fixtures, or smallwares beyond that which is provided by the City, Concessionaire may purchase the same using monies from the Reserve Fund upon the prior written approval of the Executive Director in accordance with Section 16.C of this Agreement. Any items purchased and installed by Concessionaire shall be of a type and quality approved by the City and in sufficient quantities to provide proper service to the patrons of the Facilities. All Concessionaire purchased equipment, furnishings, fixtures, and smallwares shall be new, of modern design, and of first-class material and construction, and shall be of such quality, design, and finish as will be in keeping, in the opinion of the Executive Director, with the general décor of the Facilities. Once purchased by Concessionaire, the equipment, furnishings, fixtures, and smallwares shall become the property of the City.

Concessionaire shall maintain the cleanliness and neatness of appearance of the City-Provided Equipment during the Term. The Executive Director shall be sole judge as to the sufficiency of the cleanliness and neatness of appearance of the Facilities and the City-Provided Equipment, and the Executive Director shall have the authority to order any changes or alterations thereto that it may deem desirable.

Concessionaire shall be responsible for the routine repair, maintenance, and replacement of the City-Provided Equipment and replacement of the City-Provided Smallwares during the Term. Such repair, maintenance, and replacement may be paid for from the Reserve Fund upon the prior written approval of the Executive Director in accordance with Section 16.C of this

Agreement; provided, however, that Concessionaire shall be responsible for all costs related to the repair, maintenance, or replacement of City-Provided Equipment and City-Provided Smallwares that is required due to Concessionaire's negligence or willful misconduct. Concessionaire will cooperate with the City's maintenance personnel to develop and institute a comprehensive preventative maintenance program.

Concessionaire shall perform a physical inventory of City-Provided Smallwares, at a minimum, on a quarterly basis during the Term. Concessionaire shall provide the Executive Director with the written results of the physical inventory within five (5) business days of the inventory and Concessionaire shall replace all missing or damaged smallwares within thirty (30) days of the physical inventory.

Non-foodservice specific equipment required or desired by Concessionaire to facilitate the performance of the Services, such as office equipment and safes, shall be purchased and provided by Concessionaire. The Reserve Fund may not be used for these purchases. However, if a piece of such equipment exceeds Two-Thousand Dollars (\$2,000.00), such equipment shall be purchased and installed only upon the prior written approval of the Executive Director.

Z. CLEANING, INSPECTION AND SANITATION:

Concessionaire will maintain, at all times, the Spaces, including, without limitation, all kitchens, food preparation and serving areas, retail areas and all equipment, fixtures, paraphernalia, material, utensils, and other items therein, in a first-class, clean, neat, and sanitary condition. Should these services be deemed unsatisfactory by the City, the City reserves the right to contract for, or to directly provide, janitorial and maintenance services and duly charge Concessionaire for the same.

Concessionaire shall at all times permit and facilitate inspection of the Spaces and Concessionaire's operations at the Facilities by the City and its representatives and by other authorized public authorities.

The cost of repair of damage done to floors, walls, windows, or other property within a twenty-five (25) foot radius of all fixed and mobile concession stands by reason of operation of such stands will be the responsibility of Concessionaire and not a cost assignable to the City.

AA. OPERATIONS WAREWASHING AND DISPOSABLE SMALLWARES:

Concessionaire shall wash after each use, all non-disposable service ware, flatware, glassware, and cutlery to achieve maximum cleanliness and sanitation. Concessionaire's washing of glassware and cutlery must produce spotless drying.

All concession/cash business operations will utilize high-quality disposable plates, cutlery, and cups; provided, however, that the City reserves the right to require Concessionaire to use permanent plates, cutlery, cups, place settings, and other smallwares.

BB. GARBAGE:

Concessionaire shall transport after each event all waste materials, including grease, from foodservice locations, including the areas within a twenty-five (25) foot radius of all fixed and mobile concession stands, to the dumpster or compactor area.

The City will provide sufficient waste receptacles at each location.

CC. GREASE:

Concessionaire must not discharge any grease into floor drains and must keep grease in containers for disposal by Concessionaire. If Concessionaire fails to comply with this provision, any cost, charge, or expense involved in opening, cleaning, or repairing of drains shall be paid by Concessionaire, which cost shall not be assignable to the City.

DD. PEST CONTROL:

Concessionaire shall coordinate with the City for exterminators to control rodents and other vermin and pests as is necessary, but at least monthly. Such extermination services shall be supplied in all areas where food and/or merchandise are prepared, stored, or dispensed. Documentation of such services shall be retained and provided to the City.

EE. FACILITY INSPECTIONS:

Formal inspections of the Spaces shall be conducted a minimum of four (4) times a year (January, April, July, October) by the Executive Director, accompanied by Concessionaire.

Semi-formal inspections of the Spaces are to be conducted at selected intervals by Concessionaire and the Executive Director.

An inspection checklist is to be prepared and completed by Concessionaire and submitted to the City not later than three (3) business days following any inspection. A complete report of corrective measures taken or to be taken for any deficiencies noted shall accompany the inspection report.

Informal inspections of the Spaces are to be conducted daily by Concessionaire with immediate corrective measures taken for any deficiencies noted.

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EXHIBIT F
CITY-PROVIDED SMALLWARES AND EQUIPMENT

(Attached.)

CCC & DPAC

Equipment & Smallwares

Inventory

August 9, 2012

Colorado Convention Center



Centerplate

Craveable Experiences. Reveable Results.™

CCC Equipment Inventory by Location

CCC Main Kitchen Equipment Inventory					
LOCATION:	Main Kitchen		CONDITION		
ITEM:	Quantity:	POOR	FAIR	GOOD	EXCELLENT
Combi Alto Sham	4			x	
Vulcan Convection Oven	12			x	
Flat Top	2			x	
Grill 6ft.	1			x	
Grill 3ft.	1			x	
Stove Top 6 burner	3			x	
Stove Top French Top	1			x	
Steam Jacketed Kettle 60 gal.	1			x	
Steam Jacketed Kettle 80 gal.	2			x	
Tilt Top Kettles	2			x	
Fryers	1			x	
Steamer	2			x	
5 Gal. Steam Jacket Table (2)	1			x	
Marble Top 3 Door Cooler	1			x	
Beverage Air Reach in (BS)	1			x	
8ft. Stainless Prep Table BS	1			x	
Amana Microwave	1			x	
Bakers Pride Deck Oven (3/BS)	1			x	
3 ft. SS Prep Table (BS)	1			x	
Hobart Mixer 20 Qt.	2			x	
2ft. SS Mixer Stand	1			x	
8x6 Wood Top Prep Table (BS)	1			x	
8ft. Stainless Steel Prep Tables	15			x	
Alto Sham Blast Chiller	2			x	
Slicer Globe	2			x	
Slicer Hobart	4			x	
VCM	1 x				
Buffalo Chopper	1		x		
Doyon Dough Sheeter	1			x	
Rubber Maid 2 Tier Carts	146			x	
Queen Mary's	96			x	
Speed Racks	117			x	
Bread Racks Double Wides	71			x	
Bread Racks Plastic for Double Wide	1846			x	
Buerre Mixer SMX 600 E	1			x	
Buerre Mixer 200	3			x	
Plating Conveyor Belts	2			x	
Ameripak Wrapping Machine	1			x	
Hobart Mixer 40 qt.	1			x	
Hobart Mixer 60 qt.	1			x	
SS Prep Table with Shelving	4			x	
SS Prep Table with Utensil Holder	4			x	

CCC Equipment Inventory by Location

CCC Main Kitchen Equipment Inventory					
LOCATION:	Main Kitchen		CONDITION		
ITEM:	Quantity:	POOR	FAIR	GOOD	EXCELLENT
Sheet Pan Dolly Double	3			x	
Sheet Pan Dolly 1/2 Single	3			x	
Combi Racks	8			x	
Electric Pallet Jack	2			x	
Manual Pallet Jack	4			x	
Dolly	6			x	
Flat Bed Carts	24			x	
Hobart Conveyor Dish Machine	2			x	
Walk-in Cooler	6			x	
Walk-in Freezer	2			x	

CCC Equipment Inventory by Location

CCC Equipment Inventory by Concession Stand/Halls					
LOCATION:	Stand 1 / Hall A	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Traulsen Reach in cooler	1		x		
Reach in Display Cooler	1		x		
Low Boy Prep Table	1 x				
Cold Well / Drinks	1 x				
Roller Grill	1		x		
Walk-in Cooler	1		x		
3 Bay Sink	1			x	
Portable Condiment Table	1			x	
LOCATION:	Stand 2 / Hall A	CONDITION			
Silver Key Reach in 1/2 cooler	1		x		
Vulcan Fryer Warmer	1		x		
Vulcan Double Fryer	1		x		
Ultra Max 3ft. Charbroiler	1			x	
Dunhill Low boy Prep Table	1			x	
Rolling Table 3ft. SS	1			x	
Hatco Hot Holding Cabinet	1				x
Star Grill Max Hot dog Roller	1		x		
6ft. Cold Holding Drink Tray	1 x				
Sam 4s Register	4				x
2 Door Low boy reach in cooler	1 x				
3 Compartment Sink	1				x
Traulsen Double Door Cooler/Freezer	1		x		
Traulsen Double Door Cooler	1		x		
Walk-in Cooler / Bally	1			x	
SS Wall Mount Shelf 12ft.	1				x
Kenmore Garbage Disposal	1 x				
LOCATION:	Stand 3 / Hall B	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Wittco Cook/Hold Box	1		x		
Counter Top Double Door Cooler	1 x				
Samsung ER 290 Register	2			x	
3 Compartment Sink	1			x	
10 Ft. SS. Wall Mount Shelf	1				x
Traulsen Freezer Upright 2door	1			x	
Bally Walk-in Cooler	1		x		
LOCATION:	Stand 4 / Hall B	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Bally Walk - in	1 x				
Ice-o-matic Ice Machine	1 x				
Taulsen Upright 2door Freezer	1 x				
Dunhill Counter Top Display Cooler	1 x				
Condiment Cart	1			x	
Samsung er-290 Register	3			x	

CCC Equipment Inventory by Location

CCC Equipment Inventory by Concession Stand/Halls					
LOCATION:	Stand 5 / Hall C	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Traulsen Freezer	1		x		
Bally Walk-in	1		x		
3 Compartment Sink	1		x		
12ft. SS Wall Mount Shelf	1			x	
8ft. Hood System	1		x		
Samsung ER-285 Register	4			x	
Low Boy Reach-in 2Door Cooler	1	x			
LOCATION:	Stand 6 / Hall C	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
3 Compartment Sink	1			x	
6ft. SS Wall mount Shelf	1				x
Hoshizaki Ice Machine	1			x	
Bally Walk-in	1		x		
Samsung ER-285 Register	4			x	
Middleby Marshall Impinger Oven	3		x		
Silver Key 2 Door Cooler	1		x		
Hatco Conveyor Toaster	1		x		
8ft. Hood System	1		x		
Cold Holding Well	1	x			
LOCATION:	Stand 7 / Hall D	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Qwest POS Touch Screen Reg.	2			x	
Hoshizaki Ice Machine	1			x	
Hatco Glo-ray Holding tray	2			x	
Hatco Heat Lamp	2			x	
Garland Induction Woks	3				x
Ranco Cold Well	1			x	
Wells Double Hot well	1			x	
Double Door Bev. Air Cooler	1			x	
Vulcan 6 Burner Stove / Oven	1			x	
Vulcan 3ft. Flat Top/oven	1			x	
Vulcan Salamander	1			x	
6ft. Hood System	1			x	
3 Compartment Sink	1			x	
8ft. SS Wall Mount Shelf	1			x	
Master Built Walk In Cooler	1			x	
Rolling Condiment Cart	1			x	
LOCATION:	Stand 8 / Hall E	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
3 Compartment Sink	1			x	
10 Ft. Wall Mount SS Shelf	2			x	
Master Built Walk In Cooler	1			x	

CCC Equipment Inventory by Location

CCC Equipment Inventory by Concession Stand/Halls					
LOCATION:	Stand 8 / Hall E	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Hoshizaki Ice Machine	1			x	
Qwest POS Touch Screen Reg.	4			x	
27ft. SS Cabinet/counter top	1				x
Beverage Aire Display Cooler	1			x	
LOCATION:	Stand 9 / Hall F	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Hatco Warming Plate	2			x	
Hatco Heat Lamp	2			x	
10 ft. SS Wall Mount Shelf	1			x	
8ft. 3door Pizza Prep Table	1			x	
Woodstone Pizza Oven & Hood	1			x	
SS. Rolling Counter Cabinet	1			x	
Hatco Pizza Display Cabinet	2			x	
Undercounter Hot Hold Cabinet	1			x	
Cold Holding Well Ranco	1			x	
Hoshizaki Ice Machine	1			x	
Qwest POS Register	2			x	
Condiment Cart	1			x	
3 Compartment Sink	1			x	
10 ft. SS Wall Mount Shelf	2			x	
Master Built Walk-in	1			x	

CCC Equipment Inventory by Location

CCC Equipment Inventory by Concession Stand/Street Level					
LOCATION:	Blue Bear Café	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Encore Display Cooler	1			x	
3 ft. 3 compartment Sink	1			x	
Bunn Double Brewer	1			x	
Curtis Iced Tea Brewer	1			x	
Microwave Amana	1			x	
Blend Tec q Series Blenders	2			x	
Quality Espresso q9 series	3			x	
Silver King Under counter Cooler	2			x	
True Double door Cooler	1			x	
Perlic Display 2 door	1			x	
LaCimbali Esprso Machine	2			x	
GlasTender Holding Well	1			x	
Rolling Condiment Table	1			x	
Traulsen Double Door Cooler	1			x	
18ft. SS Wall Mount Shelf	1			x	
1.5 Ft. SS Wall Mount Shelf	1			x	
Condiment Cart	1			x	
Hoshizaki Ice Machine	1			x	
3 Compartment Sink	1			x	
8ft. SS Wall Mount Shelf	1			x	
Master Built Walk-in Cooler	1			x	
Samsung Register ER-285	3			x	
Samsung Register ER-290	6		x		
LOCATION:	Little A / Grand Con.	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Qwest POS Touch Screen Regis.	2			x	
Pretzel Cooker	1			x	
Traulsen Stand Up Display Cooler	2			x	
Crescor Undercounter Warmer	1			x	
Hatco Counter Top Heat Lamp	5			x	
Hot Holding Display Cabinet	4			x	
Cold Holding Display Cabinet	1			x	
Randell Prep Table 2 door	1			x	
3 Compartment Sink	1			x	
10 ft. Wall Mount. SS Shelf	1			x	
Hoshizaki Ice Machine	1			x	
Hatco Hot Plate	2			x	
Master Built Walk in	1			x	
Converyor Toaster Hatco	1			x	
Amana Microwave	1			x	
Rolls Right Dog Roller	1			x	

CCC Equipment Inventory by Location

CCC Equipment Inventory by Concession Stand/Street Level					
LOCATION:	Little B / Grand Con.	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
True Counter Top Display Cooler	1			x	
Hot Holding Cabinet	4			x	
Cold Holding Cabinet	2			x	
Hatco Heat Lamps	6			x	
Ranell Lowboy Prep Cooler	1			x	
Hatco Hot Plate Warmer	2			x	
True Double Door Reach-in Cooler	1			x	
4ft. SS Wall Mount Shelf	1			x	
12ft. SS Wall Mount Shelf	1			x	
LOCATION:	Little C / Lobby D	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
3 Compartment Sink	1			x	
10 ft. SS wall Mount Shelf	1			x	
Hoshizaki Ice Machine	1			x	
Master Built Walk-in	1			x	
Condiment Cart	1			x	
Traulsen Reach In Display Cooler	2			x	
Nemco Roller Grill	1			x	
Randell 2 Door Prep station	1			x	
Randell 1 Door Prep Station	1			x	
Cold Holding Cabinet	1			x	
Hot Holding Cabinet	3			x	
Hatco Hot Plate	2			x	
Qwest POS registers	2			x	
Hatco Heat Lamps	5			x	
Gaylord Vent System	1			x	
8ft. SS Wall Mount Shelf	1			x	
LOCATION:	Little D / Wells Fargo	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Cold Holding Cabinet	1			x	
Hot Holding Cabinet	1			x	
Hatco Heat Lamp	2			x	
Samsung ER-290	3			x	
Samsung ER-285	2			x	
Condiment Cart	1			x	
5 ft. SS Wall Mount Shelf	2			x	
8 ft. SS Wall Mount Shelf	1			x	
3 Compartment Sink	1			x	
LOCATION:	Go Gourmet / Lobby b	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Amana Microwave	2			x	
Beverage Aire 3 Door Reach-in	2			x	
Samsung ER-285 Register	4			x	

CCC Equipment Inventory by Location

CCC Equipment Inventory by Concession Stand/Street Level					
LOCATION:	Go Gourmet / Lobby b	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Reach-in Display Open Air Cooler	6		x		
6 Baine Holding Soup Warmer	1			x	
Hoshizaki Ice Machine	1		x		
3 Compartment Sink	1			x	
Vegetable Prep Sink	1			x	
3 Tier 6 ft. SS Prep Table	1			x	
Bally Walk-in	1			x	
LOCATION:	Go Gourmet Bar Area	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Ice Well	2		x		
3 Compartment Sink	1		x		
3 Door Undercounter Cooler	1		x		
Samsung ER-290 Register	1		x		
LOCATION:	Employee Dining Room	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Beverage Aire Double Door Cooler	1		x		
2 Compartment Sink	1		x		
12 Ft. Cold & Hot Buffet System	1		x		
Rolling 3ft. Prep Table	1		x		
Samsung ER-290 Register	1		x		
10 ft. Stainless Cabinet Counter	1		x		
Beverae Aire Hot Holding Cabinet	1		x		
Hobart Dish Machine single rack	1			x	
CCC Pantry Equipment Inventory					
LOCATION:	200 Pantry	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Hoshizaki Ice Machine	1			x	
Traulsen Upright cooler	2			x	
6ft. Single SS Sink	1			x	
SS Coffee Cabinet	1			x	
2 ft. Stainless Table	1			x	
LOCATION:	300/400 Pantry	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Beverage Aire Stand Up Reach in	1			x	
Hoshizaki Ice Machine	1			x	
SS Coffee Machine Table	1			x	
SS Sink and Table	1			x	
SS 3 Compartment Sink 10ft.	1			x	
SS Wall Mount Shelf 10ft.	1			x	
SS Wall Mount Shelf 4ft.	1			x	

CCC Equipment Inventory by Location

CCC Pantry Equipment Inventory					
LOCATION:	500 Pantry	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Beverage Aire Stand Up Reach in	1			x	
Amana Microwave	1			x	
LOCATION:	600 Pantry	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Hoshizaki Ice Machine	1	x			
Traulsen Stand Up Reach In Cooler	2			x	
SS Prep Sink	1			x	
SS Coffee Table	1			x	
Mercury Coffee Brewer	1		x		
LOCATION:	Lower C Pantry	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
SS Coffee Cabinet	1			x	
SS Prep Sink	1			x	
Hoshizaki Ice Machine	1			x	
Traulsen 3 door Reach in Cooler	1			x	
SS 2 ft. Table with Shelf	1			x	
LOCATION:	Lower A Pantry	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Kloppenbug Ice Machine & Bagger	1			x	
LOCATION:	Time Clock Pantry	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Hoshizaki Ice Machine	1			x	
SS Prep Table and Sink	1			x	
2.5 Ft. SS Coffee Table	1			x	
Beverage Air Reach in Cooler	2			x	
2 FT. SS Wall Mount Shelf	1			x	
LOCATION:	Wells Fargo Pantry	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Beverage Air Reach in Cooler	2			x	
LOCATION:	SM Storage	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Perlick Single Keg Dispensers	3		x		
Perlick Double Keg Dispensers	3		x		
Dock Plates	4				x
Portable Bar Fronts	23			x	
Berkel Automatic Slicer	1			x	
Conveyor Belts	2			x	
doyon Dough Sheeter	1			x	
Vulcan Flashbake Oven	4			x	
Pannini Grills	4			x	
Hobart Meat Slicer	3		x		
Pallet Jack	1				x

CCC Equipment Inventory by Location

CCC Pantry Equipment Inventory					
LOCATION:	SM Storage	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Reach in Display Cooler Black	1			x	
Vulcan French Flat Top Stove	1			x	

CCC Equipment Inventory by Location

CCC Elevator Hand Out Equipment Inventory					
LOCATION:	Elevator O-Hand Out	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Hoshisaki Ice Machine	1			x	
SS Prep Table & Sink	1			x	
SS 5 Ft. Wall Mounted Shelf	1			x	
Mercury Coffee Brew System	1			x	
8ft. 2 tier SS Table	15			x	
8ft. SS Prep Table	6			x	
LOCATION:	Elevator T-Hand Out	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Hoshizaki Ice Machine	1			x	
SS Prep Table with Sink	1			x	
4ft. Wall Mount SS Shelf	1			x	
Mercury Brewing System	1			x	
LOCATION:	Elevator R-Hand Out	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Turbo Air M3 Double Door Reach in	1			x	
Queen Mary	29			x	
Ameripak Packing Machine	1			x	
LOCATION:	Elevator U-Hand Out	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Hoshizaki Ice Machine	1			x	
SS Prep Table and Sink	1			x	
4ft. SS Wall Mount Shelf	1			x	
Queen Mary	15			x	

CCC Equipment Inventory by Location

CCC Smallwares Equipment Inventory					
LOCATION:	CCC Smallwares		CONDITION		
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Bouillion Cup Buffalo	2842			x	
Coffee Cup Buffalo	3437			x	
Soup Spoon Japanese	1282			x	
Fruit Dish Buffalo (Monkey Dish)	994			x	
Grapefruit Dish Buffalo	952			x	
Saucer Buffalo	7835			x	
B&B Buffalo	6942			x	
Soup Plate Steelite	3580			x	
Salad Plate Buffalo	7613			x	
Salad Plate Glass Cardinal	4320			x	
Dinner Plate Buffalo	7160			x	
Coffee Cup Steelite	1776			x	
Saucer Steelite	1610			x	
B&B Steelite	3030			x	
Soup Plate Steelite	1956			x	
Salad Plate Steelite	3840			x	
Dinner Plate Steelite	1480			x	
Black Triangle 9" Steelite	2703			x	
Cover Plate SS Large	2047			x	
Cover Plate SS Vollrath 10.5"	3780			x	
Cover Plate Plastic Cambro	1025			x	
Stemware Glass Water Small	938			x	
Stemware Glass Water Medium	7970			x	
Stemware Glass Water Large	2294			x	
Stemware Glass White Wine	1074			x	
Stemware Glass Red Wine	2340			x	
Stemware Glass Juice	2195			x	
Stemware Glass Martini small	750			x	
Stemware Glass Martini Large	1230			x	
Stemware Glass Rocks	291			x	
Stemware Glass Highball Medium	202			x	
Stemware Glass Highball Large	300			x	
Stemware Glass Highball Small	119			x	
Stemware Champagne Flute	521			x	
Stemware Champagne Saucer	1520			x	
Stemware Champagne Saucer Rnd.	852			x	
Fork Cocktail	216			x	
Knife Butter	1586			x	
Spoon Teaspoon	4393			x	
Spoon Bouillion	380			x	
Spoon Tablespoon	1621			x	
Fork Salad	7517			x	
Fork Dinner	4483			x	

CCC Equipment Inventory by Location

CCC Smallwares Equipment Inventory					
LOCATION:	CCC Smallwares	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Knife Dinner	7543			x	
Water Crock Ceramic	26			x	
5 Gallon Urn w/base	34			x	
3 Gallon Urn w/Base	31			x	
Decanter Carafe	464			x	
Coffee Pot Insulated SS	443			x	
Water Pitchers Plastic	900			x	
Water Pitchers SS	749			x	
Juice Pitchers	81			x	
Coffee Cambro 3 gal.	38			x	
Coffee Cambro 5 gal.	45			x	
S&P Shaker	802			x	
Creamer SS Buffalo	457			x	
Sugar Caddie Buffalo	520			x	
Sauce Boats Buffalo	168			x	
Sauce Boats SS Onieda	1160			x	
Bud Vase	469			x	
Bud Vase Buffalo	165			x	
VIP Bud Base Steelite	227			x	
VIP S&P Shaker Steelite	751			x	
VIP Sugar Caddie Steelite	418			x	
Basket Bread Stainless	565			x	
Table Stanchion Small	17			x	
Table Stanchion Large	242			x	
Cake Stands	230			x	
Heat Lamp / Wood	16			x	
Chaffing Dish Rectangle	75			x	
Chaffing Dish Small Round	34			x	
Chaffing Dish Round	55			x	
Insert Pan Round Small	40			x	
Insert Pan Large Round	176			x	
Soup Warmer Electric	16			x	
Ladle Dressing	300			x	
Ladle Soup	97			x	
Ladle Plastic	7			x	
Tongs Metal 8"	15			x	
Tongs Metal 12"	164			x	
Tongs Metal 10"	447			x	
Tongs Plastic 9"	438			x	
Forks Serving	88			x	
Spoon Serving	1170			x	
Spoon Slotted Serving	385			x	
Spoon Serving Plastic	160			x	

CCC Equipment Inventory by Location

CCC Smallwares Equipment Inventory					
LOCATION:	CCC Smallwares	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Spoon Serving Plastic Small	34			x	
Salad Tongs	100			x	
Ice Scoops	165			x	
Basket Bread	565			x	
Dutch Oven	17			x	
Electric Griddle	9			x	
Induction Burner	3			x	
Woks Large	9			x	
Woks Small	8			x	
Serving Tray Onieda	570			x	
Serving Tray Carlisle	14			x	
Tray Stand	267			x	
Spandex Linen	160			x	
Table 6ft. Rolling	9			x	
Table 8ft.	140			x	
5 Ft. Serpentine Table	14			x	
Lazy Susan Oval Platter	331			x	
Lazy Susan Round Platter	143			x	
Lazy Susan Rect. Bowl	140			x	
Lazy Susan Square Large	30			x	
Lazy Susan Square Small	20			x	
Bowl Plastic 10qt.	8			x	
Bowl Plastic 6 qt.	2			x	
Bowl Plastic 3 qt.	20			x	
Bowl Plastic Black Rect. 16oz.	140			x	
Bowl Plastic 1.5 qt.	1			x	
Bowl Plastic 4 qt.	30			x	
Pitcher Plastic	1045			x	
Portable Bars (Old)	5		x		
Portable Bars (New)	27			x	
Portable Bars Executive	4			x	
Cold Box Crescor	1			x	
Hot Box Large 4 door	25			x	
Hot Box Slim	22			x	
Cold Box F.W.E.	9			x	
10 Gal. Mercury Vessels	49			x	
BBQ Grill 6ft.	2			x	
Vulcan Flashbake Oven	4			x	
Pannini Grill	4			x	
Popcorn Machine	2			x	
Sheet Pans	2336			x	
Kitchen Ladles Assorted	207			x	
200 Hotel Pans	2899			x	

CCC Equipment Inventory by Location

CCC Smallwares Equipment Inventory					
LOCATION:	CCC Smallwares	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Waffle Iron	12			x	
Black Crock Large	120			x	
Black Crocks Small	210			x	
Black & White Cond. Bowls Sqare	100			x	
Buss Tub	73			x	
Small Lexan	19			x	
Medium Lexan	49			x	
Large Lexan	79			x	
Perforated Pan 400 1/2	6			x	
Perforated Pan 200 1/2	67			x	
Perforated Pan 600 1/2	4			x	
1/3 Pan 600	4			x	
400 1/2 pan	10			x	
600 1/2 Pan	2			x	
1/3 Pan 400	13			x	
1/3 Pan 200	18			x	
1/4 Pan	37			x	
1/4 Pan 600	12			x	
1/4 Pan 200	7			x	
1/2 Sheet Pan	65			x	
Pizza Pan Solid	49			x	
Pizza Pan Perforated	12			x	
JB Prince Vacuum Pack Machine	1			x	
Thermal Circulator	2			x	
Dehydrator	1			x	
Basket Wicker GM1519	50			x	
Basket Wicker GMt2412	50			x	
Basket Wicker GMT2113	50			x	
Basket Wicker GMT1717	50			x	
Display Riser Round 3pc. Set	35			x	
Display Riser Square 3pc. Set	35			x	
Rect. Tray Serving White	300			x	
Eye Shaped Serving Bowl	30			x	
Hammered Metal Bowl Ret.	50			x	
Hammered Metal Bowl Square	30			x	
Hammered Metal Platter Rect.	50			x	
Hammered Metal Bowl 5qt.	50			x	
Hammered Metal Bowl 3 1/4 qt.	50			x	
Hammered Metal Bowl 1 qt.	50			x	
Hammered Metal Bowl 14oz.	30			x	
Hammered Metal Serving Bowl	50			x	
Butane Stove	50			x	
Stove Cover	35			x	

CCC Equipment Inventory by Location

CCC Smallwares Equipment Inventory					
LOCATION:	CCC Smallwares	CONDITION			
ITEM:	Quantity:	Poor	FAIR	GOOD	EXCELLENT
White Round Serving Platter	399			x	
Basket 4" Wire	200			x	
Basket 2" Wire	200			x	

CCC Equipment Inventory by Location

CCC I.T. Equipment Inventory					
LOCATION:	CCC (Multiple)	CONDITION			
ITEM: Make and Model	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Dell Vostro 200 (Tower)	5			x	
HP Inveo (Tower)	1	x			
Dell Dimension E520 (Tower)	3	x			
Compaq 585 (Laptop)	1		x		
Dell Inspiron 620 (Tower)	4				x
Dell Vostro 230 (Tower)	3			x	
HP Elite Book (Laptop)	2			x	
Dell Dimension DM061 (Tower)	2		x		
Dell Dimension 3100 (Tower)	1				x
Dell Latitude 6510 (Laptop)	2				x
HP Pro 6000 (Tower)	2				x
Dell Inspiron 2900 (Tower)	1	x			
Dell Dimension 3000 (Tower)	1	x			
Dell Inspiron 537 (Tower)	1				x
Dell Optix 1706	1				x
Dell Inspiron 5455 (Tower)	1			x	
HP Compaq NCB400 (Laptop)	1		x		
HP Laserjet 2840 (Printer)	2			x	
HP Laserjet 3600 (Printer)	1			x	
HP Lasetjet P1006 (Printer)	8			x	
HP Deskjet 3520 (Printer)	1				x
RICOH MP6501 (Printer)	1			x	
Brother Intellifax 2820 (Fax)	2		x		
Canon IP6310D (Printer)	1	x			
RICOH MP6001 (Printer)	1			x	
HP Laserjet P2015 (Printer)	1	x			
HP Photosmart Premium (Printer)	1	x			
HP Laserjet 2600n	1		x		
HP B8350 (Printer)	1			x	
HP Lasetjet P2035 (Printer)	1				x
HP Laserjet P1102w (Printer)	1				x
HP Officejet Pro 8500 (Printer)	1				x
HP Laserjet 1200 Series (Printer)	1	x			
RICOH MP4501 (Printer)	1				x
KDS 700P (Monitor)	1		x		
Acer X203M (Monitor)	1			x	
Optiquest Q7 (Monitor)	5			x	
DELL 166 (Monitor)	2	x			
Xerox 900 (Monitor)	1			x	
Princeton VL1716 (Monitor)	5			x	
Dell X173W (Monitor)	2			x	
Dell E1910HC (Monitor)	3			x	
HP Pavillion 1703 (Monitor)	1			x	

CCC Equipment Inventory by Location

CCC I.T. Equipment Inventory					
LOCATION:	CCC (Multiple)	CONDITION			
ITEM: Make and Model	Quantity:	Poor	FAIR	GOOD	EXCELLENT
Acer X203H (Monitor)	1				x
Sony Vizio (Monitor)	1				x
HP hp s2031 (Monitor)	3				x
Optquest Q171b (Monitor)	2			x	
Emachines E211H (Monitor)	2			x	
Dell As501 (Monitor)	1				x
Samsung Syncmaster 940bw (Monitor)	1			x	
Dell E773c (Monitor)	1	x			
Samsung Syncmaster 910mp (Monitor)	1			x	

EXHIBIT G
PERFORMANCE BOND

(Attached.)

CITY AND COUNTY OF DENVER

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Service America Corporation DBA Centerplate, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and authorized to transact business in the State of Colorado, hereafter referred to as the "Contractor", and Westchester Fire Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of PA, and authorized to transact business in the State of Colorado, as "Surety", are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of Two Million and no/100Dollars ^(\$2,000,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City to perform food, beverage, and retail concession services under **CONTRACT NO.** 0777A, Denver, Colorado, and has bound itself to perform all of the obligations, responsibilities, duties, and services and to satisfy all financial obligations, including but not limited to payment of compensation to the City, as all specified in the Contract and conditions thereof, and in accordance with the statement of work therefore, a copy of said Contract being made a part hereof;

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every covenant, condition and part of said Contract, and the conditions, statement of work, and other contract documents thereto attached, or by reference made a part thereof and any alterations in and additions thereto, according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, and expenses which it may incur in making good any default based upon the failure of the Contractor to fulfill its obligations provided in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment, or services used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with the work to be performed thereunder, or the technical specifications and plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the statement of work;

PROVIDED FURTHER, that this Payment and Performance Bond shall remain in full force and effect from the effective date of this Payment and Performance Bond until one year (365 days) later or the expiration date set forth on the Contract or any amendment to that Contract, whichever is shorter. If the expiration date set forth on the

Contract or any amendment to that Contract is applicable, then the Performance and Payment Bond must remain in full force and effect for an additional ninety (90) days beyond this expiration date. If the Payment and Performance Bond is due to expire one year (365 days) after the effective date of this Payment and Performance Bond, the Contractor shall be responsible for renewing or replacing this Payment and Performance Bond no later than sixty (60) days prior to the expiration of the Payment and Performance Bond. Failure to renew or replace the Payment and Performance Bond as specified shall be grounds for immediate suspension or termination of the Contract, as the discretion of the City. Valid claim(s) under this Payment and Performance Bond existing prior to the date of expiration shall be paid by Surety provided that the City submits its claim(s) within sixty (60) days following the date of expiration; and

PROVIDED FURTHER, that the Surety shall have the right to terminate its liability upon providing the City with sixty (60) days prior notice by registered mail of the Surety's intention to so terminate, but the Surety shall remain liable for all sums due under the Payment and Performance Bond up to and including the effective date of such termination or in the event the Surety should terminate the Payment and Performance Bond without the required notice to the City.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 23rd day of May, 2013.

Attest:

Secretary

Samantha N. Carder
May 22, 2013

SAMANTHA N. CARDER
Notary Public
STATE OF SOUTH CAROLINA
My Commission Expires 05-17-2015

Service America Corporation DBA Centerplate

Contractor

By:

Title: ESP & CFO

Surety

Westchester Fire Insurance Company

By:

Joanne Czapinski
Attorney-in-Fact Joanne Czapinski

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

APPROVED AS TO FORM:

DOUGLAS J. FRIEDNASH,
Attorney for the City and County of
Denver

By: *[Signature]*
Assistant City Attorney

APPROVED FOR THE CITY AND
COUNTY OF DENVER

By:

[Signature]
Michael B. Hancock
MAYOR

By:

[Signature]
Manager of General Services

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Christopher R Kelly, Cindy Chasse, Joanne Czapinski, John B O'Keefe, Victoria P Parkerson, all of the City of HARTFORD, Connecticut, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 12 day of October 2012.

WESTCHESTER FIRE INSURANCE COMPANY

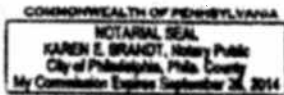


Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 12 day of October, AD. 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Brant
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 23rd day of May 2013



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER October 12, 2014.

Super Security Anti-Fraud Protection FORM NO. 8800S

EXHIBIT H
CERTIFICATE OF INSURANCE

(Attached.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2013

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 MARSH USA INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326		CONTACT NAME: PHONE: (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):	
277045-Cent-CAS-12-13 00000		INSURER(S) AFFORDING COVERAGE			
INSURED Centerplate, Inc. 2187 Atlantic St. Stamford, CT 06902-6880		INSURER A: Hartford Underwriters Insurance Company		NAIC # 30104	
		INSURER B: Hartford Fire Insurance Co		19682	
		INSURER C: Trumbull Insurance Company		27120	
		INSURER D: Twin City Fire Insurance Co		29459	
		INSURER E: N/A		N/A	
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** ATI-003185986-04 **REVISION NUMBER:** 26

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability included GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC			10CSER25816	06/01/2012	06/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			10CSER25814 (AOS) 10XCER25815 (HI)	06/01/2012 06/01/2012	06/01/2013 06/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N / A	10WNR25812 (AOS) 10WBR25813 (WI)	06/01/2012 06/01/2012	06/01/2013 06/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	LIQUOR LIABILITY			10CSER25816	06/01/2012	06/01/2013	Each Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Contract 0777A
The City and County of Denver, its elected and appointed officials, employees, and volunteers are included as additional insured (except workers' compensation) where required by written contract.

CERTIFICATE HOLDER		CANCELLATION	
The City and County of Denver Executive Director, Arts & Venues Denver Division 1245 Champa Street, First floor Denver, CO 80204		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE of Marsh USA Inc.	
		<i>Amy L. Brown</i>	



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder(s) with mailing addresses on file with the agent of record. Such notice will be provided within 30 days of the Company's receipt of certificate holder(s) information from the agent of record.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s)

on file with the agent of record will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
05/21/2013

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

AGENCY Marsh USA Inc. 550 South Main Street, Suite 600 Greenville, SC 29601 Attn: Abi Potter Fax: 864-242-1175		PHONE (A/C, No, Ext):	COMPANY Lexington Insurance Company	
FAX (A/C, No):	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER 021565599
INSURED Centerplate, Inc. 2187 Atlantic St Stamford, CT 06902-6880		EFFECTIVE DATE 06/01/2012	EXPIRATION DATE 06/01/2013	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION
 LOCATION/DESCRIPTION
 Re: Property coverage for tenant improvements, betterments and contents.

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 EVIDENCE OF PROPERTY INSURANCE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
All Risk of direct physical loss of damage to real and personal property on a replacement cost basis, subject to policy terms, conditions and exclusions. Coverage includes, but is not limited to fire, extended perils such as vandalism, malicious mischief, flood, earthquake and boiler & machinery.	250,000,000	100,000

REMARKS (Including Special Conditions)
 City and County of Denver are included as loss payee where required by written contract.

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST ATL-003186000-01

NAME AND ADDRESS The City and County of Denver Executive Director, Arts & Venues Denver Division 1245 Champa Street, First floor Denver, CO 80204	<input type="checkbox"/> MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Rodney L. Stanis <i>Rodney L. Stanis</i>		