

## SPONSORSHIP AGREEMENT

**THIS SPONSORSHIP AGREEMENT** (this “**Agreement**”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized and existing under and by virtue of Article XX of the Constitution of the State of Colorado (the “**City**”) and **UNIVERSAL MCCANN WORLDWIDE, INC.** (“**UM**”), a Delaware corporation, located at 6400 S. Fiddler’s Green Circle, Suite 400, Greenwood Village, CO 80111 on behalf of its client, **FCA US LLC**, a Delaware corporation, located at 1000 Chrysler Drive, Auburn Hills, MI 48326-2766 (“**Sponsor**”).

1. **RECITALS:** The City through Denver Arts and Venues (“**A&V**”) owns and operates certain public entertainment venues (collectively, the “**City Venues**”), specifically the Quigg Newton Denver Municipal Auditorium “Ellie Caulkins Opera House,” the Buell Theatre, Boettcher Concert Hall (sometimes referred to collectively as the “**Denver Performing Arts Complex**”), Red Rocks Amphitheatre & Visitor Center, the McNichols Civic Center Building, the Denver Coliseum, and the Colorado Convention Center. The City also produces and promotes certain programs and events.

The City has entered into tax exempt Bond and Certificate financing transactions (collectively “**Financings**”) to finance various construction and maintenance projects at the **City Venues** and, pursuant to the **Financings** and authorizing ordinances and the tax-exempt status of the **Financings**, the **City Venues** are subject to regulation under the Internal Revenue Code and certain uses require review by Bond Counsel. Bond Counsel means the nationally recognized law firm or firms with expertise in public finance delivering their approving opinions with respect to the excludability from gross income for federal income tax purposes of interest on the **Financings**. The City Attorney’s Office retains a list of approved Bond Counsel.

Sponsor is a vehicle manufacturer and would like to obtain certain sponsorship opportunities in connection with the Red Rocks Amphitheatre (the “**City Venue**”).

The City and Sponsor have, therefore, agreed to a sponsorship arrangement in accordance with the following terms and conditions.

2. **AGREEMENT:** By and in consideration of the mutual promises set forth hereafter, the parties agree as follows:
  - 2.1 **Term.** The term of this Agreement shall commence as of January 1, 2018] (the “**Effective Date**”), and shall end at 12 o’clock midnight on December

31, 2020 (the “**Term**”). For purposes of this Agreement, a “Contract Year” shall mean each period commencing on January 1 and ending on the following December 31 throughout the Term. The Term may not be increased without approval of Bond Counsel.

- 2.2 Grant of Sponsorship Rights and Benefits. For each Contract Year of this Agreement Sponsor shall be entitled to the rights and benefits set forth in **Exhibit A**. Sponsorship rights or benefits not used in one Contract Year will not “carry over” or otherwise be available in an ensuing Contract Year.
- 2.3 Sponsorship Rights Fees. In consideration of the rights and benefits provided to Sponsor as set forth in this Agreement, Sponsor shall pay to the City the fees set forth in **Exhibit B** in accordance with the schedule set forth in Exhibit B. The rights fees may not be amended without approval of Bond Counsel.
- 2.4 Requirements of the Financings. The parties agree that due to the Financings of the City Venues that this Sponsorship Agreement must be and has been approved by Bond Counsel, Stradling Yocca Carlson & Rauth, PC, 1400 16th Street, Suite 400, Denver, Colorado 80202. It is understood that the use City Venues is restricted by the Bond Ordinances, and by all applicable rules, regulations, statutes or ordinances promulgated by any federal, state or municipal agency having jurisdiction over the City Venues. The parties agree that, the Bond Ordinances permit the terms of the Sponsorship Agreement as written and that Sponsor shall comply with all IRS regulations and take no action that would jeopardize the tax exempt status of the Bonds. This Sponsorship Agreement has been approved by Bond Counsel, attached hereto as **Exhibit D**. The Sponsor agrees that in its activities and occupancy hereunder it will comply with all of the terms and conditions of the Financings as those requirements are stated in this Agreement and that it will take no action, nor omit to act in any manner, which would cause the City to breach or be in default under the Financings.
- 2.5 Uses and Protection of Trademarks/Service Marks and Other Intellectual Property. The City and Sponsor each acknowledge that the other party owns or is licensed to use certain names, trademarks, service marks, copyrights and other intellectual property associated with their respective businesses which marks will be specifically identified on **Exhibit C** (hereinafter collectively referred to as “**Marks**”), and each owns or has been licensed certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks.

It is agreed and understood that in marketing and promoting events at the City Venue and other A&V programs and events (the “**Events**”) and various activities associated therewith, the City and Sponsor may make various references to each other and may display the Marks of the City and Sponsor as well as photographs or graphic images of these activities. Each party grants to the other a non-exclusive, non-transferable license to use its Marks during the Term of this Agreement, subject to the terms and conditions hereafter set forth, solely in connection with advertising and promoting the Events and activities incidental thereto. The City and Sponsor shall agree in writing as to the form and content of any promotional or advertising materials which bear the other party’s Marks, and the media in which such materials are to be used prior to their use, which approval the parties shall not unreasonably withhold. Such use may be subject to such reasonable conditions as either party may impose, including, but not limited to, conditions affording each party adequate protection of its Marks. Upon termination or expiration of this Agreement, both parties shall cease all use of the Marks of the other party as soon as practicable, but, in any event, within 30 days, unless the particular media which has been approved requires a longer lead time, but in no event longer than 90 days.

Neither party will challenge or assist in a challenge to the validity of the other party’s Marks, any registrations thereof or the ownership thereof. Each party will be solely responsible for taking such actions, as it deems appropriate to obtain trademark, service mark, or other protection of its respective Marks.

Neither party is granted any right or license under this Agreement to sell or otherwise distribute for sale, any of the promotional advertising material or items related thereto, unless specifically set forth herein. If a party desires to sell or distribute for sale any of such materials or other merchandising or novelty items bearing the Marks of the other party, then it shall request permission to do so from the other party and, if granted, the parties shall negotiate in good faith a separate licensing agreement covering such materials or items before they may be sold or distributed for sale.

- 2.6 Approval of Promotional Concepts. Each party reserves the right to approve all promotional concepts, which the other party wishes to use in connection with its identification with the first party. Under no circumstances will promotions which reflect unfavorably upon the City, or which are prohibited or restricted by law, rule, regulation, or executive order, be approved by the City.

2.7 Exclusivity. This Agreement between the City and Sponsor contained herein shall be exclusive. As used herein “exclusive” means that the City will not enter into a contract or other legally binding arrangement conferring marketing or other sponsorship rights for motor vehicle manufacturer at Red Rocks Amphitheatre. Sponsor acknowledges that the City cannot control certain components of the City Venues when promoters or other tenants rent or otherwise use the City Venues; competing brand logos, signage, and the like may be visible or competing products otherwise promoted at these times and will not constitute a breach of this Agreement. In addition, the City may, without breaching this Agreement, enter into booking agreements for the use of the City Venues with entities who may compete or have sponsors that compete with Sponsor.

Sponsor shall be subject to Arts & Venues Denver Venue Sponsorship Policy, as the same may be amended from time to time. A copy of the current policy is attached hereto as Exhibit E.

2.8 Independent Status. It is agreed and understood between the parties that nothing contained herein shall constitute or imply an agreement or understanding of joint venture, agency, partnership or employment between the parties, and neither party shall have the authority to incur any financial or contractual obligations on behalf of the other party. Sponsor shall have no power of direction and control over the City or the City’s employees, agents, subcontractors, or volunteers, or the manner or method utilized by the City in the performance of its functions. The City shall determine and have sole discretion over the manner and methods utilized to achieve the results desired by Sponsor and shall be solely responsible for the direction, control and supervision of Sponsor’s acts and those of Sponsor’s agents, employees, volunteers, and subcontractors relating to the performance of this Agreement.

2.9 Indemnification. Sponsor shall (i) defend, release, indemnify and save and hold harmless the City and (ii) with respect to the serving, selling, and/or sampling by Sponsor of Sponsor products, release, indemnify and save and hold harmless ARAMARK Sports and Entertainment Services, LLC, a Delaware limited liability company (“**Aramark**”), as concessionaire of the Red Rocks Amphitheatre (including the Visitor Center and Trading Post) and the Denver Coliseum: (x) against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City or Aramark (“**Damages**”), and (y) from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, including

workers' compensation claims, of or by anyone whomsoever (“**Claims**”). Sponsor’s foregoing obligations shall apply to Damages and Claims in any way resulting from or arising out of and to the extent caused by acts, errors, or omissions of Sponsor or its officers, employees, representatives, suppliers, invitees, licensees, subconsultants, subcontractors, or agents in the performance under this Agreement; provided, however, that Sponsor need not indemnify and save and hold harmless the City, its officers, agents, and employees from damages proximately resulting from the sole negligence of the City's officers, agents, and employees. This indemnity clause shall also cover the City’s defense costs, in the event that the City, in its sole discretion, elects to provide its own defense. Defense costs coverage must be included in the liability coverage provided for the City and County of Denver, its officers, officials and employees as additional insureds. These indemnification obligations shall survive the termination of this Agreement by expiration of the Term hereof or otherwise.

## 2.10 Insurance.

2.10.1 General Conditions: Sponsor 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. Sponsor 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 paragraph 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 such cancellation or non-renewal is 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, Sponsor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices paragraph 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 Sponsor. Sponsor 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 Sponsor. Sponsor 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.

- 2.10.2 Proof of Insurance: A certificate of insurance shall be supplied to the City prior to the execution of this Agreement. Sponsor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Sponsor certifies that the certificate of insurance complies with all insurance requirements of this Agreement. 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 Sponsor'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.
- 2.10.3 Additional Insureds: For Commercial General Liability, Sponsor's and any subcontractors' or subconsultants' insurer(s) shall include the City and County of Denver, FCA US, LLC their elected and appointed officials, employees and volunteers (if any) as additional insured.
- 2.10.4 Waiver of Subrogation: For all coverages required under this Agreement, Sponsor's insurer shall waive subrogation rights against the City.
- 2.10.5 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 Sponsor. Sponsor 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. Sponsor agrees to provide proof of insurance for all

such subcontractors and subconsultants upon request by the City.

- 2.10.6 Workers' Compensation/Employer's Liability Insurance: Sponsor 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. Sponsor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of Sponsor'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 Sponsor executes this Agreement.
- 2.10.7 Commercial General Liability: Sponsor 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, \$50,000 fire damage legal (\$300,000 if a City facility is leased), \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Self-insurance is permitted to satisfy this requirement.
- 2.10.8 Business Automobile Liability: Sponsor 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.
- 2.10.9 Additional Provisions: For Commercial General Liability, the policies must provide the following:
- (a) That this Agreement is an Insured Contract under the policy; and
  - (b) A severability of interests or separation of insureds provision (no insured vs. insured exclusion).
- 2.11 Termination. The City and Sponsor may terminate this Agreement as follows:

- 2.11.1 If the other party (i.e., the City or Sponsor) commits a material breach of this Agreement and fails to cure said breach after receiving 30 days' notice in writing of the alleged breach from the aggrieved party.
- 2.11.2 If the other party (i.e., the City or Sponsor) is unable to pay its liabilities when due, or makes an assignment for the benefit of creditors, or files a petition under any federal or state bankruptcy statute, or files a voluntary petition in bankruptcy, or is adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if a trustee in bankruptcy or insolvency is appointed under the laws of the United States government or of the several states.
- 2.11.3 Sponsor's Right of Termination. Without limiting any other rights or remedies Sponsor may have under this Agreement, at law or in equity, Sponsor shall have the right to terminate this Agreement, without cause, as follows:

Effective December 31, 2018, by giving written notice to City on or before October 31, 2018. If Sponsor terminates the Agreement on or before October 31, 2018, Sponsor shall not be responsible for the remaining Sponsorship Fee installment payments in the Second Contract Year or the Third Contract Year.

Effective December 31, 2019, by giving written notice to City on or before October 31, 2019. If the Sponsor terminates the Agreement on or before October 31, 2019, Sponsor shall not be responsible for the remaining Sponsorship Fee installment in the Third Contract Year.

- 2.12 Effect of Termination. In the event this Agreement expires in accordance with its own Term, or is terminated prior to expiration as set forth above, the City and Sponsor shall cease using the other party's Marks. As soon as practicable after termination, the parties shall use all reasonable efforts to cease distribution of materials or broadcast of television promotional spots and other similar activities that reflect the relationship of the parties or the parties' Marks.
- 2.13 Miscellaneous General Provisions.



- 2.13.1 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties, as well as their respective successors in interest, whether by merger, reorganization or acquisition.
- 2.13.2 Conflict of Interest. Nothing in this Agreement creates a conflict of interest which would prevent Sponsor, its affiliates, or franchisees from bidding on any procurement with the City. Further, nothing in this Agreement creates a conflict of interest which would prevent Sponsor, its affiliates, or franchisees from barring the City, any agency of the City or any City employee from purchase of vehicles sold by Sponsor, its affiliates, or franchisees. Finally, nothing in his Agreement is intended to nor shall it be deemed to provide an unfair business advantage which would benefit Sponsor, its affiliates, or franchisees in connection with any City procurement process.
- 2.13.3 Assignment. Neither party shall assign or transfer its rights, nor delegate its obligations under this Agreement to any third party without the prior written approval of the other party, which may be withheld for any or no reason, with the exception that such assignment(i) Sponsor may assign or transfer its rights and delegate its obligations under this Agreement to any affiliate of Sponsor, or (ii) Sponsor may assign or transfer its rights and delegate its obligations under this Agreement to any entity acquiring all or substantially all of the assets or stock, by merger or otherwise, of any affiliate of a party. For purposes of this provision, "affiliate" shall mean any entity controlling, controlled by or under common control with Sponsor.
- 2.13.4 Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior agreements between the said parties, whether written or oral, no representation, inducement, promises or agreements or otherwise, which are not embodied herein, shall be of any force or effect. This Agreement may not be amended or otherwise modified except by written agreement executed and authorized by all parties.
- 2.13.5 Severability. Any provisions of this Agreement prohibited by law, or found to be invalid by any court or agency having jurisdiction thereof, shall be ineffective to the extent of such

prohibition or invalidity, without in any way invalidating or affecting the remaining provisions of this Agreement.

2.13.6 Counterparts. This Agreement may be executed in any number of counterparts, who together shall constitute one and the same instrument, but shall be effective only upon execution by each of the parties named below.

2.13.7 Notice. Any notice, request, approval or consent under this Agreement to be given by either party to the other shall be given in writing, and shall be considered served when delivered in person, or three (3) days after the date mailed by certified or registered mail, return receipt requested, addressed to the recipient at its address set forth below, or to such other address as the recipient may subsequently have furnished in writing to the sender.

CITY:

City and County of Denver  
Director, Arts and Venues Division  
1345 Champa Street  
Denver, CO 80204

With a copy to:

City and County of Denver  
Finance Director, Arts and Venues Division  
1345 Champa Street  
Denver, CO 80204

SPONSOR:

UM, as agent for FCA US LLC  
6400 S. Fiddler's Green Circle, Suite 400  
Greenwood Village, CO 80111  
Attn: Regional Director

With a copy to:

FCA US LLC  
1000 Chrysler Drive  
CIMS 485-14-78

Auburn Hills, MI 48326-2766  
Attn: Assistant General Counsel & Assistant Secretary

- 2.13.8 Force Majeure. Neither party shall be deemed in default hereunder and neither shall be liable to the other if either is subsequently unable to perform its obligations hereunder by reason of any fire, earthquake, flood, epidemic, accident, explosion, strike, riot, civil disturbance, act of public enemy, embargo, act of God, any municipal, county, state, or national ordinance or law, any executive or judicial order, or similar event beyond the parties' control; provided, however, that no party shall be entitled to relief under this Paragraph unless such party shall have given the other party reasonable notice of such event, and shall have exhausted all reasonable means of complying or implementing alternative means of compliance with its contractual obligations hereunder.
- 2.13.9 Governing Law, Venue. This Agreement shall be governed by and interpreted under the laws of the State of Colorado and the City and County of Denver. Any action regarding this Agreement shall be filed in the District Court in and for the Second Judicial District of the State of Colorado, without regard to any statute or rule of law which would suggest or require another venue.
- 2.13.10 Authority. Each party represents and warrants that each, respectively, has full power and authority to enter into this Agreement.
- 2.13.11 Exhibits. All references to exhibits herein are to exhibits that are specifically incorporated by reference to this Agreement.
- 2.13.12 Headings. All headings and captions are for convenience only, and shall in no way affect their construction and interpretation.
- 2.13.13 Survival. The provisions of this Agreement, and the obligations of the parties which, by their own terms, contemplate actions to be performed after termination, including, but not limited to, payment of fees and other consideration, and the terms of this Agreement regarding indemnification, effect of termination, governing law, venue, and Marks, shall survive the termination of this Agreement.

- 2.13.14 No Express Or Implied Agency. This Agreement shall not be valid or binding in any way upon the City until fully executed by the City's authorized representatives appearing below.
- 2.13.15 No Discrimination In Employment. In connection with the performance under this Agreement, Sponsor agrees not to refuse to hire, discharge, promote, or demote, or to 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 identity or gender expression, marital status, or physical or mental disability; and Sponsor further agrees to insert the foregoing provision in all subcontracts hereunder.
- 2.13.16 No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Sponsor, and nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. It is the express intention of the City and Sponsor that any person other than the City or Sponsor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 2.13.17 Review Of Records. Sponsor agrees that any duly authorized representative of the City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, and records of Sponsor involving matters directly related to this Agreement. The City's Auditor shall have the right at any time, and from time to time, to audit all of the records of Sponsor, directly related to this Agreement, and Sponsor, upon request, shall make all such matters available for such examination. The City's right to have such audit made with respect to any year, and Sponsor's obligation to retain the above records, shall expire three (3) years after Sponsor's final payment has been delivered to the City.
- 2.13.18 Electronic Signatures and Electronic Records. Sponsor 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.

**Contract Control Number:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** THTRS-201839473-00

**Contractor Name:** Universal McCann Worldwide, Inc.

By:  \_\_\_\_\_

Name: SASO SARNS  
(please print)

Title: VP, PARTNER  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



## **Exhibit A**

### **I. Red Rocks Summer Concert Series Title Sponsorship**

- a. FCA US LLC – Jeep “Sponsor” Title Sponsorship of Red Rocks Amphitheatre Summer Concert Series.
  - 1. Title Sponsorship includes the following:
    - a. Designated as the JEEP RED ROCKS SUMMER CONCERT SERIES.
    - b. Special co-branded Red Rocks Amphitheatre/JEEP logo for the series.
    - c. Inclusion in one (1) City-produced, co-branded full schedule marquee spot located on seven (7) LED signs located at the Denver Performing Arts Complex and Colorado Convention Center promoting the summer concert series from April 1-October 5 each calendar year of Agreement.
    - d. Co-branded logo patch located on approximately 300 Red Rocks City-staff/operations uniforms throughout the summer concert series.
    - e. Co-branded logo design produced by Denver Arts & Venues (A&V).
    - f. LED marquee graphics produced by A&V.

### **II. Red Rocks Amphitheatre Summer Media**

- a. Sponsor will receive Red Rocks Summer Concert Series Title recognition in all City-managed media supporting the Red Rocks Summer Concert Series throughout the term of the Agreement.
  - i. Media details include:
    - 1. Print: Westword Weekly
      - a. Weekly advertisements
      - b. 8-week online promotion
    - 2. Mile High Sports Magazine
      - a. Monthly, full page ads (summer only)
    - 3. Denver Theater District and A&V Events
      - a. Inclusion on LED Signage, full schedule
      - b. Red Rocks Amphitheatre Summer Concert Series cross promotion during A&V events when available.

### **III. Red Rocks On-Site Exposure**

- a. Red Rocks GOBO Signage
  - i. Sponsor will receive the opportunity to have one (1) GOBO sign located on the Upper Plaza during each Red Rocks Summer Concert Series.
    - 1. All costs of GOBO disc design and production are the responsibility of Sponsor.
    - 2. A&V will provide GOBO projector, signage placement and will



- operate the GOBO projector.
    - 3. All artwork must be pre-approved by A&V.
  - b. Red Rocks Entrance Signage
    - i. Sponsor will receive the opportunity to have mutually agreed upon signage (e.g. fence wraps, floor graphics, multiple pole banners) located at each of the three (3) Red Rocks entrances at all public, ticketed events during each Red Rocks Summer Concert Series.
      - 1. Sponsor is responsible for all design, production and shipping.
      - 2. A&V staff will manage banner placement, installation, removal and storage.
      - 3. All signage must be pre-approved by A&V.
  - c. Interactive Vehicle Displays
    - i. Sponsor will receive the opportunity to have one (1) semi-permanent vehicle display located in a mutually agreed upon location at Red Rocks Amphitheatre during each Red Rocks Summer Concert Series.
      - 1. Sponsor will be given a designated display space not to exceed 20'x20'.
      - 2. Sponsor may activate around the vehicle display during mutually agreed upon dates. All activation and hand out items must be pre-approved by A&V.
      - 3. Vehicle location may change periodically throughout the season due to venue obligations; however, A&V will exercise reasonable efforts to keep the vehicle in the same location.
      - 4. Vehicle may be left overnight unless sponsor is otherwise notified in advance of a special exception.
      - 5. All costs associated with vehicle display, unless otherwise outlined in writing by A&V, will be borne by Sponsor.
      - 6. Sponsor will be responsible for maintaining and cleaning the vehicle.
      - 7. If vehicle is found to have damage such as a flat tire, vandalism or similar, sponsor will remove vehicle from location for repair or replacement within three business days.
      - 8. Sponsor is responsible for maintenance, transportation, drop-off, and pick-up of vehicle.
      - 9. All vehicle displays must be pre-approved by A&V.

#### **IV. Red Rocks Social Media**

- a. Red Rocks Social Media Promotional Campaign
  - Sponsor will receive the opportunity to have a sponsor-branded tab on Red Rocks Amphitheatre's social media page for an enter-to-win promotion during each Red Rocks Summer Concert Series.
    - 1. All artwork must be pre-approved by A&V.
    - 2. Programming costs to implement social media campaign will be covered by A&V.
- b. Red Rocks Social Media Pages

Sponsor will receive up to four (4) wall posts to be used to promote on-site activation or other sponsor promotions.

1. All artwork and text must be pre-approved by A&V.

c. Hashtag Contest

A special hashtag promotion will be implemented prior to the first event of the Red Rocks Summer Concert Series.

1. Contest administration, Official Rules, fulfillment, operations and logistics will be managed by A&V.
2. Prize package will be provided by sponsor.

**V. RedRocksOnline.com**

a. RedRocksOnline.com Presenting Sponsorship

- i. Sponsor will receive the exclusive opportunity to have co-branded logo inclusion on each page of [www.redrocksonline.com](http://www.redrocksonline.com) indicating the Title Sponsorship of the Red Rocks Summer Concert Series from March 1- November 1 each calendar year of the agreement.

b. Red Rocks Special Offers Page

- i. Sponsor will receive one (1) rotating banner ad with a two-hundred (200) word description promoting the upcoming Red Rocks Summer Concert Series or other sponsor promotions.
  1. Sponsor is responsible for banner design and production.
  2. All artwork must be pre-approved by A&V.

c. RedRocksonline.com Secondary Page Banner Advertisement

- i. Sponsor will receive one (1) dynamic, rotating banner ad with click through capabilities during each Red Rocks Summer Concert Series.
  1. Sponsor is responsible for cost of design.
  2. All artwork must be pre-approved by A&V.

**VI. Change in Brand**

- a. Should FCA US LLC choose to change brands season-to-season throughout the term of the Agreement, any and all hard costs associated with changing out brand names within the marketing rights and benefits inventory shall be borne by Sponsor.

**VII. Hospitality and Red Rocks Event Ticket**

a. Red Rocks Concert Tickets

- i. Sponsor will receive four (4) tickets to each public, ticketed Red Rocks Amphitheatre concert during each Red Rocks Summer Concert Series.

b. Film on the Rocks Tickets

- i. Sponsor will receive twenty (20) tickets to every Film on the Rocks event during each Red Rocks Summer Concert Series.

c. Facility Use

- i. Sponsor will receive the ability to use one (1) A&V meeting space for one (1) mutually agreed upon date with rental fee waived and sponsor pricing on food and beverage each calendar year of the agreement.

## Exhibit B

### Consideration to City

Total Sponsorship Fee: \$600,000

Sponsorship Fee Per Year:

#### Year 1

Amount: \$100,000

Due Date: Upon execution of agreement

Amount: \$100,000

Due Date: August 1, 2018

#### Year 2

Amount: \$100,000

Due Date: May 1, 2019

Amount: \$100,000

Due Date: August 1, 2019

Amount: \$100,000

Due Date: May 1, 2020

Amount: \$100,000

Due Date: August 1, 2020

#### Year 3

Exhibit C



**Jeep**®

## EXHIBIT D

**From:** [McHugh, Darren](#)  
**To:** [Heydman, Laurie J. - CAO MUNI Municipal Ops Liability](#)  
**Subject:** RE: Exclusive contract (near final)  
**Date:** Wednesday, May 02, 2018 1:37:11 PM  
**Attachments:** [image002.png](#)

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Laurie, I have reviewed the contract and when combined with the other rights contracts at Red Rocks that we've reviewed there is less than 2% private business use of Red Rocks for the years at issue. Let me know if you need anything else on this – thanks.

**Darren McHugh**  
**Stradling**  
Attorneys at Law

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**From:** Heydman, Laurie J. - CAO MUNI Municipal Ops Liability [<mailto:Laurie.Heydman@denvergov.org>]  
**Sent:** Thursday, April 26, 2018 6:15 PM  
**To:** McHugh, Darren  
**Subject:** Exclusive contract (near final)

Darren -Here is one of the last agreements that need review for the exclusive Vehicle advertising rights.

**Laurie J. Heydman** | Assistant City Attorney  
Municipal Operations Section, City Attorney's Office | City and County of Denver  
p: (720) 913-3278 | [laurie.heydman@denvergov.org](mailto:laurie.heydman@denvergov.org)



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**EXHIBIT E**  
**ARTS & VENUES DENVER**  
**VENUE SPONSORSHIP POLICY**

Updated December 11, 2017

The relationships between Arts & Venues Denver (AVD), our event clients and our venue sponsors involve commitments of significant value. While AVD encourages event organizers to utilize our facilities and secure sponsorships, we must also ensure that the benefits events offer to potential event sponsors fit within the constraints of our corporate sponsorship program and current contractual obligations. This policy outlines AVD's process to work through event and venue sponsor conflicts and allows for effective communication and transparency with our clients and our corporate sponsors.

If you have any questions regarding the terms below, please contact AVD Marketing & Communications Department.

- 1) Event organizers will use reasonable efforts to submit event sponsors on-site benefits (e.g. banners, flags, tents, etc.) to AVD Marketing & Communications Department prior to signing an AVD venue booking agreement and at least sixty (60) days prior to the event date. AVD will review the information within seven (7) business days of receipt and will provide the event with notice of conflicts to existing AVD venue sponsorship agreements.
- 2) AVD reserves the right to limit event sponsorships activation in the following protected and exclusive venue sponsorship categories:

**SPONSORSHIP CATEGORIES**

- Airline
- Automotive
- Beer/Malt Beverages
- Non-Alcoholic Beverages
- Energy Drink
- Natural Spring Water and Bottled Water
- Spirits/Liquor
- Spirits/Wine
- Food Service Product Marketing Partner
- Waste and Recycling
- Music Engineer Seating

**CURRENT SPONSORS**

- Southwest Airlines
- Chrysler
- MillerCoors
- Coca-Cola
- Red Bull
- Eldorado and Aquafina
- Proximo Spirits, Inc.
- Treasury Wine Estates
- Eco-Products
- Alpine Recycling
- Crown Seating

- 3) If event organizers wish to secure an event sponsor that falls within one of AVD's protected categories listed above, the event organizer will provide first right of refusal to AVD's venue partner for such a sponsorship. If the venue partner does not wish to participate, the event organizer must work within the approved footprint provided by AVD. At no time will conflicting, contracted venue signage or promotions be covered up or removed for public events.
- 4) To maintain the integrity of AVD's corporate sponsorship program, the sampling of products that compete with AVD sponsor products will not be allowed at the Venues, unless approved by the AVD Marketing & Communications Department. Concessions may be possible for private functions, not open to the public, and will be evaluated by the AVD on a case-by-case basis. Event sponsors who wish to sample products may do so only within the footprint of the event and during event times. Event sponsors may only distribute sample-sized items. Sample sizes for liquid beverages must be four (4) ounces or smaller and poured into a serving cup. Sample sizes for non-beverage items must be two (2) ounces or smaller. For avoidance of doubt, no event organizer shall have the right to sell products that compete with AVD sponsor products or to otherwise distribute products that compete with AVD sponsor products (other than the sampling rights set forth in this Section 4) at such event in the sponsorship categories listed above excluding alcoholic beverages. Except as otherwise stated

in this sponsorship policy, the terms and conditions (including the exclusivity provisions) of the Sponsorship Agreement shall remain in full force and effect before, during and after any such event.

- 5) Sponsorship displays and sales locations that are agreed to without approval from AVD may be removed after either written or oral notice (to be confirmed in writing) to the event organizer.
- 6) Under no circumstances will existing or permanent venue sponsor signage be covered or removed.
- 7) Event sponsor third party associations or pass throughs are not permitted.

Sponsors shall not exercise sponsorship rights and benefits: for or in furtherance of any illegal purpose; in conflict with any applicable law, ordinance, rule, regulation, or executive order of any governmental authority; or in violation of this policy or other policies or rules and regulations of Arts & Venues.

#### AVD Marketing Department Contacts

Brian Kitts  
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720-865-4229

Or

Amy Lindsey  
Marketing & Strategic Partnerships  
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