

SPONSORSHIP AGREEMENT
(Malt Beverage Products Sponsor)

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 **MILLERCOORS LLC**, a Delaware limited liability company, doing business at 3939 West Highland Blvd., PO Box 482, Milwaukee, Wisconsin 53201 (“**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 in the malt beverage products manufacture and distribution business and sells MillerCoors brands malt beverage products, and would like to obtain certain sponsorship opportunities in connection with Red Rocks Amphitheatre and the Denver Coliseum.

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 February 1, 2021 (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 C**. 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 not knowingly take any action, 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 D** (hereinafter collectively referred to as "**Marks**"), and each owns 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 to the extent shown on **Exhibit E**. As used herein "exclusive" means that the City will not enter into a contract or other legally binding arrangement conferring sponsorship rights for malt beverage products, except as shown on **Exhibit E**, at City Venues as shown on **Exhibit A**. 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 F**.

- 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.

Sponsor will not be serving, selling, and/or sampling Sponsor products.

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. Sponsor shall provide written notice of cancellation, to the parties identified in the Notices paragraph of this Agreement within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. 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. 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, its elected and appointed officials, employees and volunteers 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 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.
- 2.10.8. Business Automobile Liability: Contractor 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) Defense costs are outside the limits of liability;
- (b) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (c) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

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.

2.12. 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. 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 may be made without obtaining consent to (i) any affiliate of a party, or (ii) any entity (or its affiliate) acquiring all or

substantially all of the assets or stock, by merger or otherwise, of a party or any affiliate of a party. For purposes of this provision, "affiliate" shall mean any entity controlling, controlled by or under common control with the referenced party.

- 2.13.3. 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.
- 2.13.4. 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.
- 2.13.5. 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.
- 2.13.6. 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:

MillerCoors LLC
3939 West Highland Blvd., PO Box 482
Milwaukee Wisconsin 53201

With a copy to:

Molson Coors Brewing Company
Attention: Legal Department
1801 California Street, Suite 4600
Denver, CO 80202

- 2.13.7. 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. If any Force Majeure affects Sponsor's ability to receive the benefits as set forth hereunder, the City will give written notice to Sponsor, and the City will offer a refund based on a pro rata value of the benefits not received by Sponsor.
- 2.13.8. 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.
- 2.13.9. Authority. Each party represents and warrants that each, respectively, has full power and authority to enter into this Agreement.
- 2.13.10. Exhibits. All references to exhibits herein are to exhibits that are specifically incorporated by reference to this Agreement.
- 2.13.11. Headings. All headings and captions are for convenience only, and shall in no way affect their construction and interpretation.
- 2.13.12. 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.
- 2.13.13. 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.

- 2.13.14. 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.
- 2.13.15. 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.
- 2.13.16. 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.
- 2.13.17. 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.

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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-201738972-00

Contractor Name: MillerCoors LLC

By: Erick Bratt

Name: Erick Bratt
(please print)

Title: Supply manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

SPONSORSHIP RIGHTS AND BENEFITS

I. All-Venues Signage

a. Point of Sale/Menu Board Signage

- i. Sponsor will receive brand exposure, where sponsor product is sold, on both permanent and portable concession locations. Exposure may include name recognition, logo or product description. Point of sale signage will be made available at all A&V Venues to include Red Rocks Amphitheatre, Denver Coliseum, Denver Performing Arts Complex (Ellie Caulkins Opera House, Buell Theatre and Boettcher Concert Hall), Bellco Theatre and the Colorado Convention Center.
 1. Signage and messaging must be approved by A&V.
 2. Sponsor responsible for all design and production.

II. Red Rocks Signage

a. Red Rocks Intermission Slide Show Advertisement

- i. Sponsor will receive one (1) intermission slide show advertisement for co-branded, public service message and/or related to a fan feature throughout the summer concert series when available.
 1. Sponsor is responsible for slide design and production.
 2. All message and artwork must be approved by A&V.

b. Parking Lot Signage

- i. Sponsor will have two (2) temporary signs located in each parking lot of Red Rocks Amphitheatre, for a total of eight (8) signs, with responsibility messaging during each Red Rocks summer concert season.
 1. A&V staff will manage signage placement, installation, removal and storage.
 2. Sponsor is responsible for all design, production and shipping.
 3. Signage must be approved by A&V.

III. Red Rocks Point-Of-Sale Features

a. Semi-Permanent Tap Room/Beer Garden

- i. Sponsor will receive the opportunity for one (1) semi-permanent concession location, approximately 20'x20', on the Top Plaza of Red Rocks Amphitheatre for a sponsor-branded, tap room/beer garden to include concessions, seating and additional promotional signage (e.g. mesh banners along perimeter.)
 - 1. Sponsor is responsible for design.
 - 2. Design must be approved by A&V.

IV. Red Rocks On-Site Promotions

a. On-Site Kiosk

- i. Sponsor will receive a 10'x10' marketing kiosk on the Top Plaza of Red Rocks Amphitheatre during five (5) mutually agreed upon concerts or special events each year of the agreement for promotional opportunities (e.g. grassroots marketing programs, premium item giveaways, tastings)
 - 1. Premium items must be approved by A&V.
 - 2. Sponsor will be responsible for all promotional costs associated with display, prizes, artwork and staffing.

b. Sponsor/Red Rocks VIP Experience

- i. Sponsor will receive the ability to host up to four (4) sponsor promotional events at the Ship Rock Grille for a Brew Masters Experiences or other special promotion.

1. Select food and beer pairings coordinated by chef and sponsor brew master.
2. Sponsor facilitates all VIP experience details (e.g. menu pairings, promotions)
3. Rental fee will be waived and special partner pricing will be provided on food and beverage.
4. Experiences and special activities must be approved by A&V.

V. Red Rocks Social Media

a. Red Rocks Social Media Pages

- i. Sponsor will receive up to four (4) social media posts on Red Rocks affiliated social media pages each calendar year of the agreement.

VI. Online Benefits

a. Denver Coliseum Home Page

- i. Sponsor will receive one (1) 728 pixels x 90 pixels dynamic banner ad with click through abilities on the Denver Coliseum home page throughout the term of the agreement.
 1. Sponsor is responsible for all design and production.
 2. All banner ad artwork must be pre-approved by A&V.

b. Arts Complex Home Page

- i. Sponsor will receive one (1) banner ad with click through abilities on the Arts Complex home page throughout the term of the agreement.
 1. Sponsor is responsible for all design and production.
 2. All banner ad artwork must be pre-approved by A&V.

c. Red Rocks Banner Ad

- i. Sponsor will receive one (1) 728 pixels x 90 pixels dynamic banner ad located on the Red Rocks website throughout the term of the agreement.
 1. Sponsor is responsible for all design and production.
 2. All banner ad artwork must be pre-approved by A&V.

d. Red Rocks Special Offers Page

- i. Sponsor will receive one (1) dynamic banner ad linked to a mutually agreed upon promotional contest throughout the summer concert series
 1. Sponsor is responsible for all design and production.
 2. All banner ad artwork must be pre-approved by A&V.

VII. DPAC Signage

a. DPAC Galleria Elevator Wraps

- i. Sponsor will receive the opportunity to wrap three (3) faces of the DPAC Galleria elevators for up to three (3) mutually agreed upon months each year of the agreement.

1. Messaging must be co-branded and have a public service message.
2. Sponsor is responsible for all design, production, installation and maintenance.
3. All artwork must be pre-approved by A&V.

VIII. Denver Coliseum Signage

a. Denver Coliseum Framed Concourse Signage

- i. Sponsor will receive one (1) 8'x12' sponsor-branded framed concourse sign throughout the term of the agreement.
 1. Sponsor is responsible for all design, production, installation and maintenance.
 2. All artwork must be pre-approved by A&V.

b. Denver Coliseum Custom Permanent Signage

- i. Sponsor will receive up to four (4) permanent steel sponsor-branded signs located at fixed concession stands on the concourse of the Denver Coliseum throughout the term of the agreement.
 1. Sponsor is responsible for all design, production, installation and maintenance.
 2. All artwork must be pre-approved by A&V.

IX. Colorado Convention Center Signage

a. Semi-Permanent, Branded Pergola

- i. Sponsor will receive the opportunity to display one (1) outdoor pergola, approximately 20'x20', at the Colorado Convention Center for a sponsor-branded, semi-permanent lounge space throughout the term of the agreement.
 1. Sponsor is responsible for design, build out, production, installation and maintenance.
 2. All design plans, artwork, and build out must be pre-approved by A&V.

X. Hospitality Benefits

a. Facility Use

- i. Sponsor will receive the ability to use one (1) Denver Arts & Venues meeting space, when available, for five (5) mutually agreed upon dates per calendar year throughout the term of the agreement.
 - i. Rental fee will be waived.
 - ii. Special partner pricing will be provided on food and beverage.

XI. Contracted Tickets

- a. Red Rocks Concert Tickets**
 - i. Sponsor will receive up to eight (8) tickets to every public, ticketed Red Rocks Amphitheatre concert throughout the term of the agreement.
- b. Red Rocks Ticket Bank**
 - i. Sponsor will receive two (2) ticket banks of up to one hundred (100) tickets for two (2) mutually agreed upon public, ticketed Red Rocks Amphitheatre concerts each calendar year throughout the term of the agreement.
 - 1. A&V will facilitate ticket ordering from event promoter and distribute tickets to sponsor to execute the promotion
 - 2. Sponsor must pre-select concert prior to public on sale dates.
- c. Best Seats in the House**
 - i. Sponsor will receive two (2) tickets to twenty (20) mutually agreed upon public, ticketed Red Rocks concerts each calendar year throughout the term of the agreement.
 - 1. Special restrictions apply, based on approval, no more than two (2) tickets per event
- d. Film on the Rocks Tickets**
 - i. Sponsor will receive ten (10) tickets to each Film on the Rocks event throughout the term of the agreement.
- e. DPAC Event Tickets and Denver Coliseum Event Tickets**
 - i. Sponsor will receive a ticket bank of one-hundred (100) tickets to use towards events at the Denver Coliseum and/or DPAC events throughout the term of the agreement.
 - 1. Special restrictions apply, based on approval; no more than four (4) tickets may be requested per event.
- f. Bellco Theatre Public Event Tickets**
 - i. Sponsor will receive up to four (4) tickets to every public, ticketed event at the Bellco Theatre throughout the term of the agreement.
 - 1. Based on approval by A&V.
 - 2. No more than four (4) tickets may be requested per event.

Exhibit B

Annual Sponsorship Fee: \$225,000

Year 1 (2018)

\$225,000 Due upon execution of agreement

Year 2 (2019)

\$225,000 Due March 1, 2019

Year 3 (2020)

\$225,000 Due March 1, 2020

EXHIBIT C

To date and to confirm, I have that we have signed off via email on the following pouring/marketing rights contracts that relate to beverages, and for your records affirm previous sign-off:

- Swire pouring contract (non-alcoholic);
- Proximo marketing contract (whiskey);
- MillerCoors marketing contract (beer); and
- Pernod Ricard marketing contract (tequila and vodka).

Of course, please feel free to buzz me or e-mail if you need anything else in the interim. Thanks!

Darren McHugh

Stradling
Attorneys at Law

Stradling Yocca Carlson & Rauth, a Professional Corporation
1400 16th Street Suite 400 | Denver, CO 80202

(o) 720-616-6980 | (f) 949.823.6880

dmchugh@sy-cr.com | sy-cr.com

[Website Profile](#) | [vCard](#)

CONFIDENTIALITY NOTICE

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately. Thank you.

Exhibit D

MillerCoors Trademarks with Denver Arts and Venue

MillerCoors primarily plans to utilize the Coors Light and Coors Banquet trademarks in association with Denver Arts and Venues.

But there may be times, occasions and marketing opportunities where other “non-craft” brands within the MillerCoors portfolio could be employed in programming and promotion with Arts and Venues. This could include, but is not limited to these brands:

- Peroni
- Pilsner Urquell
- Grolsch
- Crispin Cider
- Arnold Palmer Spiked Tea
- Redd’s
- Henry’s Hard Soda or Sparkling Soda
- Miller Lite
- Sol

All the above brands have multiple logos and trademarks, so the specific graphic or mark employed could vary. MillerCoors will ensure that City Arts and Venues will be able to review any MillerCoors trademark or graphic used in association with Arts and Venues properties.



EXHIBIT E

(exhibit follows)

MillerCoors

Official Beer Sponsor

Permitted Beer Styles:

American Light Lager

American Lager Import

European Pilsner

Mexican Import

Cider

Flavored Malt Beverages

Hard Soda

Hard Iced Tea

Hard Sparkling Water

Expressly Prohibited MillerCoors Brands:

Blue Moon

Leinenkugel's

Hop Valley

Revolver

Terrapin

Colorado Native

Saint Archer

Any future craft beer acquisition or introduction

New Belgium

Official Craft Beer Sponsor

Permitted New Belgium Brands:

Fat Tire Belgian Style Ale

Fat Tire Belgian White

Voodoo Ranger IPA

Citradelic Tangerine IPA

Dayblazer Easy Going Ale

Tartastic-Fruit Series-Rotational Series

The Hemperor – HPA

Mural-Agua Fresca Ale

Red Rocks Custom Beer

Bohemian Pilsner

Voodoo Ranger Juicy Haze IPA

Voodoo Ranger Pale Ale

Voodoo Ranger Guava Spruce IPA

1554 Lager

Any additions to the Voodoo Ranger Hopped Beer family

2019 and 2020 innovations in accordance with style marketing limitations set forth in this agreement

Expressly Prohibited New Belgium Styles:

American Light Lager

American Lager Import

European Pilsner

Mexican Import

Cider

Flavored Malt Beverages

Hard Soda

Hard Iced Tea

Hard Sparkling Water

Shandy

EXHIBIT F

ARTS & VENUES DENVER VENUE SPONSORSHIP POLICY

The relationships between Arts & Venues Denver (“AVD”), its event clients and venue sponsors involve commitments of significant value. While AVD encourages event organizers to utilize its facilities and secure sponsorships, AVD must also ensure that the benefits events offer to potential event sponsors fit within the constraints of AVD’s 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 AVD’s clients and AVD’s corporate sponsors.

If there are 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
- Beer/Malt Beverages
- Beverages, Soft Drinks, Juices, & Sport Drinks
- Natural Spring Water and Bottled Water
- Energy Drink
- Spirits/Liquor
- Spirits/Wine
- Waste & Recycling
- Food Service Products

CURRENT SPONSORS

Southwest Airlines
MillerCoors
Pepsi Bottling Group
Eldorado and Aquafina
Red Bull
Brown-Forman
Treasury Wine Estates
Alpine Waste
Eco-Products, Inc.

- 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. 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 AVD.

AVD Marketing Department Contacts

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