

**SPONSORSHIP AGREEMENT**  
(Naming Rights 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 **BELLCO CREDIT UNION**, a Colorado non-profit corporation, located at 7600 E. Orchard Road Suite 400N Greenwood Village, Colorado 80111 (“**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, including the Colorado Convention Center Lecture Hall (the “**Hall**”). 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, including the Hall, 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 progressive, member-owned credit union that provides competitive financial services to meet member needs, and would like to obtain certain sponsorship opportunities in connection with the Hall and those City programs and events specified in Exhibit A (collectively, the “**Other City Assets**”).

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.**

- 2.1.1. Initial 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, 2022 (the “**Term**”).

- 2.1.2. Renewal Term. Sponsor may at its sole option elect to extend this Agreement for an additional five-year period beginning January 1, 2023 and ending at 12 o'clock midnight on December 31, 2027 (the "**Renewal Term**"). Such option must be exercised by Sponsor giving notice to the City no later than June 30, 2022. The Initial Term may also be extended in the event there is a loss of use longer than 90 days for a length of time equivalent to the loss of use by execution of an amendment to this Agreement amending this paragraph 2.1. 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. The rights and benefits may be amended in writing and adopted through amendment but may not be amended without approval of Bond Counsel.
- 2.2.1. Hall Name References. From and after the Effective Date, A&V shall: (i) refer to the Hall only by the Bellco Theatre name in all public references to the Hall (e.g., press releases and press announcements), and (ii) direct all third parties with whom A&V or any of their respective affiliates does business to refer to the Hall by the Bellco Theatre name (provided that it shall not be a City default if any such third party refers to the Hall by any name other than the Bellco Theatre name).
- 2.2.2. Name Changes. Sponsor shall be entitled to change the name of the Hall one (1) time to the name of another credit union or banking organization following an acquisition, sale, merger, corporate restructuring, reorganization, or consolidation that results in the successor having a different corporate name than "Bellco Credit Union" or due to a change in the Bellco brand. If there is any name change of the Hall, Sponsor shall bear all associated costs and expenses in connection with such change, including attorneys' fees, other professionals' fees, and all other costs and expenses relating to signage, promotion, branding (including all applicable trademark costs, such as clearance, filing, prosecution, and enforcement), advertising, and marketing and obtaining required consents and approvals associated with such change, including to replace, modify, reprogram, reproduce, or otherwise change signage; banners; building elements; wall and floor coverings; printed, electronic, and video materials; publications; video graphics

and materials; staff and concessionaire uniforms; supplies; and all other materials regardless of format that need to be changed to effect the renaming and rebranding of the Hall with the new name.

- 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. Additional Consideration by Sponsor. As further consideration for the rights and benefits afforded to Sponsor, Sponsor may provide to the City the additional consideration specifically set forth in **Exhibit C**. The City may choose not to utilize such in-kind compensation and benefits at its sole discretion. Should the City not utilize such in-kind benefits, it shall have no effect on any other provision of this Agreement. The additional consideration may not be amended without approval of Bond Counsel. Additional consideration not used in one Contract Year will not “carry over” or otherwise be available in an ensuing Contract Year.
- 2.5. 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 of 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, and evidence of such approval is 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.
- 2.6. Uses and Protection of Trademarks/Service Marks and Other Intellectual Property. The City and Sponsor each acknowledge that the other party owns certain names, trademarks, service marks, copyrights and other intellectual property associated with their respective businesses which marks will be specifically identified on **Exhibit E** (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.

Further, Sponsor represents and warrants that, as of the Effective Date, (i) Sponsor will begin the process of registering the trademark “Bellco Theatre” with the USPTO, and (ii) the City’s use of the Bellco Theatre marks pursuant to the terms of this Agreement will not infringe the intellectual property rights of any third parties. The Parties acknowledge that Sponsor will register and will continue to maintain registrations (and applications, if applicable) for the Bellco Theatre marks with the USPTO during the Term at its sole expense, including payment of all applicable government fees. The City agrees to provide specimens of use and other documents that are reasonably requested by Sponsor.

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. The City grants to the Sponsor 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. T

Subject to the terms and conditions of this Agreement, Sponsor hereby grants to the City the following licenses during the Term: (i) an non-exclusive, royalty-free, worldwide, fully paid-up, license to use the Bellco Theatre marks and the goodwill associated therewith. The foregoing licenses are limited to use by the City in connection with the execution of the Hall services, including, without limitation, the operation, merchandising, marketing, and promotion of the Hall and Events. The foregoing licenses include the right to sublicense the Bellco Theatre marks to (A) vendors and concessionaires of the Hall and promoters of Hall and/or Events, who may, in turn, subcontract the manufacture of products, related supplies, novelties, souvenirs, and any other goods or items used, consumed, or given away by the City in connection with their respective use, operation, merchandising, marketing, and promotion of the Hall and Events and (C) sponsors of the Hall or Events for promotional and advertising purposes (e.g., “Official Pizza Provider of Bellco Theatre”).

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, delay, or condition. 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.

2.7. 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 and such approval shall not be unreasonably withheld, delayed or conditioned. 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.

2.8. Exclusivity.

2.8.1. 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 naming rights for the Hall. 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.

2.8.2. Exclusive Hall Sponsor. During the Term, Sponsor will be the exclusive sponsor of the Hall with respect to consumer and commercial banking, including deposit accounts (e.g., checking, savings and CDs), mortgages, credit cards and other loans ("Banking Services"). Accordingly, during the Term, the City (A) shall not enter into any sponsorship, advertising, or other type of

promotional relationship, agreement, or arrangement for the Hall with any person (other than Sponsor) to advertise or promote Banking Services on any signage or other element of the Hall, including all entrances, concession areas, box office, lobby and stairways/elevators with direct sightlines to the Hall, or in any sponsorship materials, advertising, or on any promotional materials used by the City or A&V to promote any of the Hall facilities or services, or otherwise in connection with any Hall facilities or services, including, without limitation, advertising of Banking Services at any event or in any materials distributed or sold at any event. Sponsor has been advised that other City Venues may have sponsors for consumer and commercial banking, including deposit accounts (e.g., checking, savings and CDs), mortgages, credit cards, loans and other banking or credit union services.

- 2.8.3. 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**.
- 2.9. **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.
- 2.10. **Indemnification**. Sponsor shall defend, release, indemnify and save and hold harmless the City and County of Denver 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, and shall defend, release, indemnify, and save and hold harmless the City 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, in any way resulting from or arising out of and to the extent caused by the Sponsor or its officers, employees, representatives, suppliers, invitees, licensees, subconsultants, subcontractors, or agents' acts, errors or omissions in performance under this Agreement; provided, however, that the Sponsor need not indemnify and save 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.

## 2.11. Insurance.

2.11.1. 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.

- 2.11.2. 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.
- 2.11.3. 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.
- 2.11.4. Waiver of Subrogation: For all coverages required under this Agreement, Sponsor's insurer shall waive subrogation rights against the City.
- 2.11.5. 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.
- 2.11.6. 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.

- 2.11.7. 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.
- 2.11.8. 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.
- 2.11.9. Additional Provisions: For Commercial General Liability, the policies must provide the following:
  - (a) That this Agreement is an Insured Contract under the policy;
  - (b) Defense costs are outside the limits of liability;
  - (c) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
  - (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- 2.12. Termination. The City and Sponsor may terminate this Agreement as follows:
  - 2.12.1. If the other party (i.e., the City or Sponsor) commits a material breach, including a breach which negatively impacts the Marks or reputation of the other party, of this Agreement and fails to cure said breach after receiving 30 days' notice in writing (the Cure Period") of the alleged breach from the aggrieved party.
  - 2.12.2. 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.
  - 2.12.3. If the Hall is not able to be used for any reason for a period of more than 90 consecutive days.

- 2.13. 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. At such time, the City at its own expense, shall remove any signage from the Hall or any other City Venues within six months. The termination of this Agreement shall not affect any other agreements between the Sponsor and the City. termination of this Agreement shall not affect any other agreements between the Sponsor and the City.
- 2.14. Miscellaneous General Provisions.
- 2.14.1. 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.
- 2.14.2. 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.
- 2.14.3. Entire Agreement. This Agreement contains the entire understanding between the parties related to the Agreement 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.
- 2.14.4. 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.

2.14.5. 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.

2.14.6. 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:

Bellco Credit Union  
Attention: Associate Director of Marketing  
7600 E. Orchard Road, Suite 400N  
Greenwood Village, Colorado 80111

With a copy to:

Bellco Credit Union  
Attention: General Counsel  
7600 E Orchard Road, Suite 400N  
Greenwood Village, CO 80111

2.14.7. 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. Upon determination by the City that compliance is not feasible, the agreement may be amended upon written and signed agreement of the parties to allow for extension or may be terminated.

- 2.14.8. 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.
- 2.14.9. Authority. Each party represents and warrants that each, respectively, has full power and authority to enter into this Agreement.
- 2.14.10. Exhibits. All references to exhibits herein are to exhibits that are specifically incorporated by reference to this Agreement.
- 2.14.11. Headings. All headings and captions are for convenience only, and shall in no way affect their construction and interpretation.
- 2.14.12. 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.
- 2.14.13. 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.
- 2.14.14. 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.

- 2.14.15. 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.
- 2.14.16. 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.
- 2.14.17. 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-201839921-00

**Contractor Name:** Bellco Credit Union

By:     *Dan Kamp*    

Name:     *Dan Kamp*      
(please print)

Title:     *EUP/CFO*      
(please print)

**ATTEST: [if required]**

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

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

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



## **Exhibit A – Bellco Credit Union**

### ***Exclusive Theater Naming Rights***

Sponsor will be Denver Arts & Venues (A&V) exclusive naming rights partner for the Colorado Convention Center Theater / Performing Art Space. Theatre will be named “Bellco Theatre” throughout the term of the agreement.

### ***Theater Signage***

#### **Sponsor will receive the following exterior signage:**

1. Exterior building signage facing both Colfax and Stout cross streets
2. Exterior sign above light rail tunnel at the Colorado Convention Center
3. Exterior sign above Colorado Convention Center doors located closest to the theater

All costs and expensed related to the design, production, and installation of exterior signage shall be paid for by Sponsor. All exterior signage, including, without limitation, creative design, size, quantity, and placement shall be approved in advance by A&V and necessary City departments. Without limiting the generality of the foregoing, if structural changes to the building and/or significant changes to the building's electrical system are required to accommodate Sponsor signage, approval by A&V or other city agencies (e.g. Public Works) may be required.

#### **Sponsor will receive the following interior signage and exposure:**

1. Interior signage above the Theater entrances
2. Static directional signs throughout the interior of the building, including the parking garage (approximately 26 interior + 2 in parking garage)
3. Electronic directional signs throughout the interior of the building (set of approximately 35)
4. Directional map floor plans throughout the interior of the building, including the parking garage (approximately 12 interior + approximately 12 in parking garage)
5. Interior pole signage (set of 4)
6. Static front seating of diagram maps (2 at box office and 2 at theater entrance doors)
7. Use of front art wall in Theater lobby for art mural with option for two (2) redesigns throughout each five (5) year contract term, mutually agreed upon by Sponsor and A&V. Wall art will include the relocation of current art on front Theater wall to be moved to the three-panel section near back entrance of the Theater. Sponsor may opt to provide design assistance for artwork.



8. Additional mutually agreed upon decorative / interactive signage inside Theater lobby
9. Branding opportunity in the Theater Green Room
10. Dedicated advertising on two (2) free-standing backlit kiosks
11. Blue Theater carpet, subject to change to match sponsor branding
12. Opportunity for brand recognition inside the theater in such numbers, at such locations, and with such graphics as approved by A&V and SMG, or venue management
13. Large-format window clings on front of facility visible to the public
14. Sponsor will have the ability to "welcome guests" to all events via a recorded P.A. and video message
15. The following signage locations will be modified to say: "Bellco Banking for Everyone" with use of the full Bellco Credit Union logo
  - o Concessions / Refreshment Areas
  - o Ticketing Office

All costs and expenses for the design and fabrication of the interior signage (excluding theatre carpet) set forth above shall be paid for by A&V. Further, A&V will install and maintain the interior signage set forth above at no cost to Sponsor. All interior signage, including, without limitation, creative design, size, quantity, and placement shall be approved in in advanced by A&V and SMG. Interior sign maintenance will include general wear and tear, vandalism, bulb replacement, etc. Signage redesign and replacement costs to refresh Sponsor brand or update colors, look and feel, etc. will be borne by Sponsor.

### ***Media & Marketing Collateral***

#### **Marketing Collateral:**

All marketing collateral for events at the Theater will refer to the "Bellco Theatre." "Bellco Theatre" shall be referenced on the face of every ticket. Sponsor shall receive consistent print and spoken reference to Bellco Theatre in all print and online materials developed by A&V related to the Theater.

### ***Hospitality***

#### **Facility Use:**

Sponsor will receive an opportunity to rent, at not cost to Sponsor, an A&V meeting space for up to two (2) mutually agreed upon dates per 5-year period. The meeting space may be used for promotional activities or private meetings or events. During such rental use, Sponsor will receive a special rate for food and beverage. All scheduling must be made in advance and will be subject to availability and final approval of A&V.

**Tickets:**

1. Sponsor shall receive four (4) tickets to every public, ticketed event held at the Theater.
2. Sponsor may request additional tickets to events at other A&V facilities at no cost to Sponsor; provided, however, that no more than four (4) tickets per event are requested. Further, Sponsor's receipt of such additional tickets shall be subject to availability and approval by A&V.
3. Sponsor will receive a minimum of ten (10) opportunities for early purchase of Theater events per calendar year. Early purchase opportunities are subject to approval by event promoter and A&V.
4. Select discounts will be provided to Sponsor's members for up to ten (10) shows per contract year. Discounts are subject to approval by event promoter and A&V.
5. Sponsor will receive the opportunity to provide members the opportunity to receive VIP benefits by showing Sponsor's wireless phone app, Bellco Credit Card or Bellco Debit Card for up to ten (10) mutually agreed upon dates per contract year. Benefits may include early entrance, meet & greet with performer, VIP food and beverage, etc.

***Additional Sponsorship Benefits***

1. A&V will provide Sponsor with a sponsor recap at the end of each contract year detailing impressions and earned media generated for Sponsor through the naming rights partnership.
2. Sponsor will receive the first right of refusal to install ATMs at the Theater upon contract expiration or termination with current banking partner.

## **Exhibit B – Bellco Credit Union**

Total Sponsorship Fee: \$2,825,000

Term: January 1, 2018 – December 31, 2027

The annual sponsorship fee will be due in quarterly payments on January 1, April 1, July 1, and October 1 each contract year as outlined below.

Year 1   2018 - \$425,000
Year 2   2019 - \$200,000
Year 3   2020 - \$225,000
Year 4   2021 - \$250,000
Year 5   2022 - \$275,000
Year 6   2023 - \$200,000
Year 7   2024 - \$225,000
Year 8   2025 - \$275,000
Year 9   2026 - \$350,000
Year 10   2027 - \$400,000

## **Exhibit C**

### **Bellco Credit Union Additional Considerations**

Bellco Credit Union may develop a uniquely themed co-branded credit card (e.g., Bellco Theatre card) to new or existing Bellco members and Bellco Theatre visitors, and provide a share of mutually agreed upon annual net revenues (TBD) with A&V during the term of the Agreement, up to a maximum payment to A&V of Ten Thousand Dollars (\$10,000.00).

Cards would be offered to Bellco members and Bellco Theatre visitors, along with the general public, and cardholder usage (and not balances) may create funds that would provide financial support to A&V.

Bellco and A&V will actively promote the card and its usage. Further, A&V will provide mutually agreed upon incentives to card members to drive acquisition (e.g., contests for free tickets, seat upgrades, etc.).

## Exhibit D

I have calculated these fees together with the other pouring/advertising rights applicable to these properties, and the agreements, by themselves, result in less than 1% private business use of the applicable facilities.

Additionally, I have allocated and measured the payments from the proposed BellCo naming rights arrangement (using the ten-year term). Our final analysis will be set forth in the status memo we are preparing, but those payments themselves result in less than 1% private business use of the outstanding tax-exempt bonds that are outstanding and financed the CCC. When aggregated with the use created from the various pouring and advertising arrangements that relate to bond-financed space, there is about 1.1% private business use.

Please let me know if you need anything else on this – thanks. --D.

**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@sycr.com](mailto:dmchugh@sycr.com) | [sycr.com](http://sycr.com)

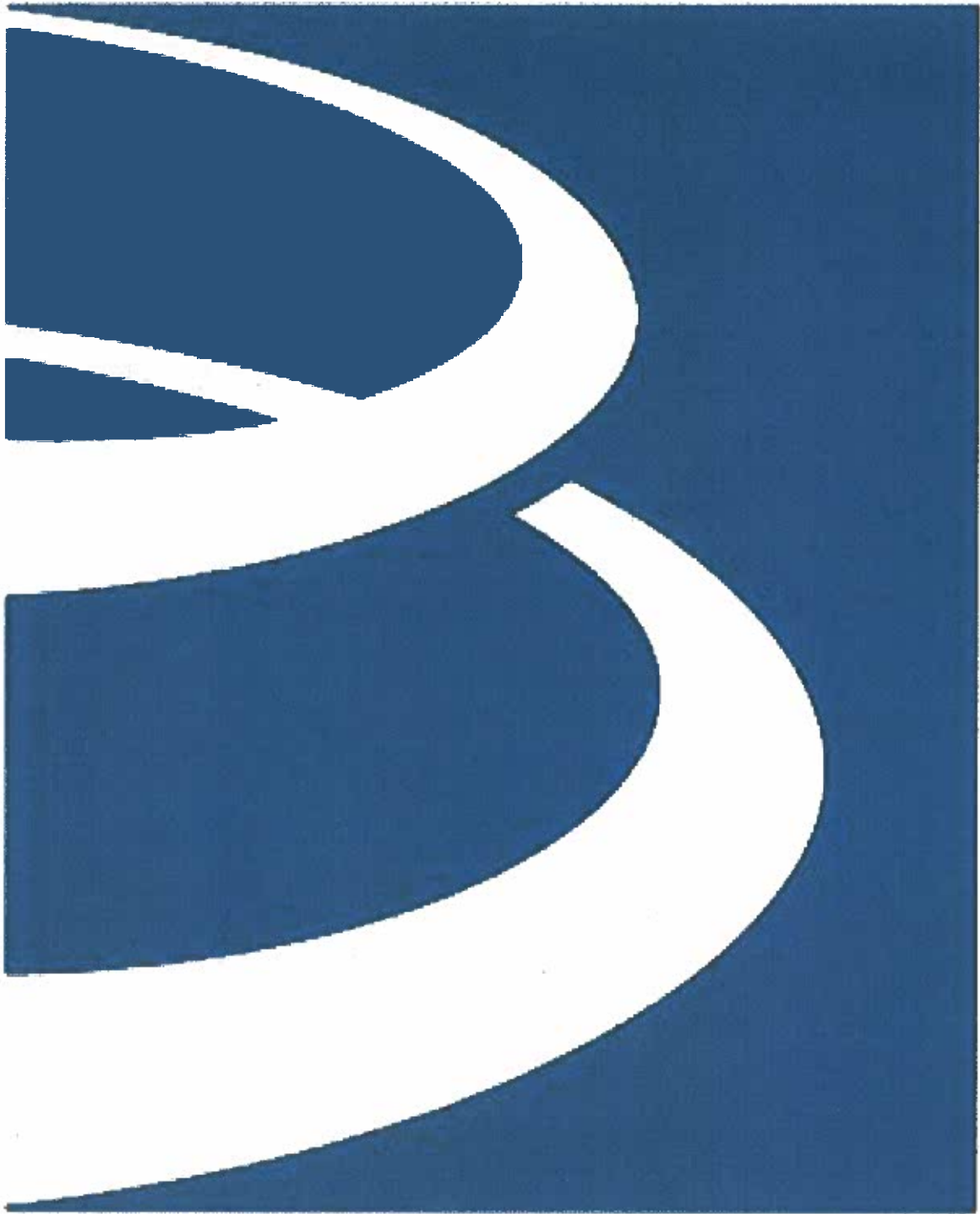
[Website Profile](#) | [vCard](#)

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**EXHIBIT E**

(exhibit follows)



BELLCO

THEATRE

**WELLS  
BELL  
CO**

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***Banking for Everyone.***



## EXHIBIT F

### ARTS & VENUES DENVER VENUE SPONSORSHIP POLICY

Updated December 11, 2017

The relationships between Arts & Venues Denver (A&V), our event clients and our venue sponsors involve commitments of significant value. While A&V 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 A&V'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 A&V Marketing & Communications Department.

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

#### CURRENT SPONSORS

Southwest Airlines  
Chrysler (Jeep)  
MillerCoors and New Belgium Brewing  
Coca-Cola  
Red Bull  
Eldorado and Dasani  
Stranahan's and Pernod Ricard  
Treasury Wine Estates  
Eco-Products  
Alpine Waste

- 3) If event organizers wish to secure an event sponsor that falls within one of A&V's protected categories listed above, the event organizer will provide first right of refusal to A&V'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 A&V. At no time will conflicting, contracted venue signage or promotions be covered up or removed for public events.
- 4) To maintain the integrity of A&V's corporate sponsorship program, the sampling of products that compete with A&V sponsor products will not be allowed at the Venues, unless approved by the A&V Marketing & Communications Department. Concessions may be possible for private functions, not open to the public, and will be evaluated by the A&V 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 A&V sponsor products or to otherwise distribute products that compete with A&V 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 A&V 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.

#### A&V Marketing Department Contacts

Brian Kitts  
Director of Marketing & Communications  
Brian.kitts@denvergov.org  
720-865-4229

Or

Andrew Lindley  
Corporate Partnerships Development Manager  
Andrew.Lindley@denvergov.org  
720-865-4325