

AGREEMENT

THIS AGREEMENT is made and entered into as of January 1, 2014 by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", and the **DENVER METRO CONVENTION AND VISITORS BUREAU**, a Colorado not-for-profit corporation, doing business as **VISIT DENVER**, having an office at 1555 California Street, Suite 300, Denver, Colorado 80202, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the City desires to engage the Contractor for the provision of convention and tourism marketing services to promote the City as a visitor destination by the Contractor, subject to certain requirements and restrictions; and

WHEREAS, the City and the Contractor recognize and anticipate that funding for this Agreement shall be provided from receipts from the City's "Lodger's Tax", as the same may be defined, imposed and limited by the provisions of the Denver Charter and Revised Municipal Code; and

WHEREAS, the City expects that **VISIT DENVER** will continue to be the primary convention and tourism marketing organization for the City in the future as demonstrated in part by its ability to achieve the goals agreed upon in this Agreement; and

WHEREAS, it is the intent of the City that **VISIT DENVER** shall perform the services stated herein through the year 2023, subject to the provisions hereof and as may be limited by applicable law; and

WHEREAS, the City desires to have the Contractor continue to provide such convention and tourism marketing services, for the Colorado Convention Center and otherwise within the City and County of Denver; and

WHEREAS, the Contractor warrants that it employs, and throughout the duration of this Agreement will continue to employ, sufficient professional staff fully capable of providing such marketing services; and

WHEREAS, the Contractor further warrants that it possesses the fiscal and administrative capability necessary to account for and to expend all City funds provided it in full compliance and conformance with the terms and conditions of this Agreement; and

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WHEREAS, the Contractor is ready, willing and able to perform services for the City as herein described; and

WHEREAS, the City and the Contractor recognize that convention and tourism marketing under this Agreement may be performed by a partnership of interests between the parties hereto; and

WHEREAS, the Contractor will incorporate the City brand, as determined by the City, when promoting and marketing Denver;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the parties do mutually agree as follows:

SECTION 1. FORM OF AGREEMENT

This Agreement shall consist of the terms and conditions contained in the following numbered paragraphs together with any exhibits attached or otherwise by reference made a part hereof. In the event of any conflict between or among the terms and conditions contained in such numbered paragraphs of this document and any such exhibits, which conflict cannot be resolved so as to give full effect to both or all provisions, then the provisions contained in this document shall be deemed to be controlling over the exhibits.

SECTION 2. SCOPE OF SERVICES

This Agreement shall not govern funds which the Contractor derives from sources other than funds paid by the City as appropriated by the City Council of the City for the purposes of this Agreement.

The Contractor, assuming full and complete responsibility for the implementation and operation of convention and tourism marketing services including the collection of tourism data as herein specified shall perform according to the terms and conditions of this Agreement, the following services:

- a. Services itemized in the "VISIT DENVER Annual Marketing Plan and Performance Metrics" (herein, "Marketing Plan") filed in the office of the Manager of General Services (the "Manager") and the City Council and incorporated by this reference as if fully set forth herein, to be updated annually not later than September 1. The Marketing Plan shall include and address the monthly reporting and performance measures listed on Exhibit A attached hereto, such other matters as Contractor believes are important to evidence performance

of its convention and tourism marketing services, and additional matters as requested by the Manager pursuant to the process set forth below, and shall incorporate any necessary or desired revisions or updates to the exhibits to this Agreement. The Manager shall provide written comments and suggested changes regarding the Marketing Plan to the Contractor no later than October 10. Failure by the Manager to provide comments and suggested changes to the Marketing Plan by this date shall be deemed approval of the proposed plan. The Contractor shall provide a final Marketing Plan to the Manager and City Council no later than November 15, which shall specifically incorporate the Manager's comments and suggested changes (including, without limitation, any comments and suggested changes to the exhibits). If Contractor disagrees with changes suggested by the Manager, the parties will in good faith meet to resolve which changes will be incorporated into the Marketing Plan.

b. The Contractor shall also report on indicators, as further set forth in Exhibit B attached hereto.

c. The Contractor's performance shall further be in accordance with the form of "Monthly Expenditure, Funding and Budget Recap for City Funds", attached hereto and labeled as Exhibit C to be completed and submitted each month during the term hereof.

d. The Contractor shall comply with the booking policies applicable to the Colorado Convention Center, as the same may be amended from time to time.

e. The Contractor shall conduct semi-annual outreach meetings with diverse small and medium sized arts organizations to explain marketing benefits available to them.

f. The Contractor shall provide a convention and tourism marketing report monthly, reporting on indicators as listed on Exhibit B. Contractor will also provide additional information as reasonably requested.

SECTION 3. TIME OF PERFORMANCE

The services of the Contractor, are to commence on January 1, 2014 and shall be undertaken and completed in such sequence and professional manner as to assure their expeditious completion in light of this Agreement. This Agreement is a ten (10) year Agreement, expiring on December 31, 2023, subject to the unilateral option of the City to terminate this Agreement upon not less than six (6) months written notice to Contractor if funds are not appropriated for this Agreement by the Denver City Council.

SECTION 4. RECORDS, REPORTS AND INSPECTION

A. Establishment and Maintenance of Records.

The Contractor shall establish and maintain financial and performance records with respect to all matters covered by this Agreement in sufficient detail and in a manner sufficient to conform to generally accepted accounting principles so as to allow audit of the expenditure of City funds received by the Contractor. The Contractor shall retain such financial and performance records for a period of five (5) years. The Contractor will maintain separate financial accounting records and bank accounts for funds paid to the Contractor pursuant to this Agreement.

B. Documentation of Costs.

All costs shall be supported by properly executed payrolls, time records for personnel, invoices, agreements or vouchers, or other official documentation evidencing in complete and proper detail the nature and propriety of the charges.

C. Reports and Information.

The Contractor shall furnish to the Manager such statements, records, reports, data and information as the Manager may request pertaining to matters covered by this Agreement. Except as otherwise expressly provided herein, the Contractor will submit said reports on the date(s) designated by the Manager. In addition, the Contractor will submit all regularly required activity and booking reports in formats as specified herein. Without limiting the foregoing, Contractor shall on a quarterly basis provide a report to the Manager identifying all contracts, subcontracts or other agreements pursuant to which Contractor receives services or supplies in excess of \$10,000 paid for with funds hereunder ("Subsidiary Contracts"), which report shall include the name of the entity receiving funds, the services or supplies provided, the amount of each Subsidiary Contract, and the extent to which each service provider or supplier is a minority or woman owned business.

D. Audits.

The Contractor shall, during normal business hours and as often as the City may deem reasonably necessary, make available to the City for examination all of its records and data with respect to all matters covered by this Agreement and shall permit the City or its designated or authorized representative to audit and inspect all invoices, materials, payrolls, records of

personal conditions of employment and other data relating to all matters covered by this Agreement.

E. Performance Reviews.

The Manager may at his discretion commence monthly or quarterly meetings with the Contractor to review the status of this Agreement with regard to compliance and progress towards goals.

SECTION 5. COORDINATION AND LIAISON

The Contractor and the City agree that during the term of this Agreement they shall coordinate, as appropriate, all services hereunder with any interested City agency or any person or firm designated by the City's Manager of General Services or their designee or by the Contractor and with other governmental agencies or persons or firms any of which might be performing work upon or be interested in all or any part of the services performed by the Contractor hereunder.

SECTION 6. NON-DISCRIMINATION

In connection with the performance of work under this Agreement, the Contractor 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, creed, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder. The Contractor further agrees that it shall not discriminate in its membership against any person or entity otherwise qualified solely because of race, creed, color, religion, national origin, gender, age, military status, sexual orientation, marital status or physical or mental disability.

The City encourages the use of qualified small business concerns doing business within the Denver metropolitan area that are owned and controlled by, economically or socially disadvantaged individuals, including but not limited to, African Americans, Hispanics, Native Americans (American Indians), Asians, and/or women. Contractor is encouraged, with respect to the goods or services to be provided under this Contract, to use a process that includes small business concerns, including minority and woman owned companies, when considering and selecting any subcontractors or suppliers. The Contractor agrees to actively recruit (i) minority and women owned business memberships; (ii) minority and women owned suppliers, contractors

and consultants; and (iii) minority and women oriented conventions. The Contractor further agrees to include in the draft Marketing Plan its plan for use of small business concerns doing business within the Denver metropolitan area that are owned and controlled by, economically or socially disadvantaged individuals, including but not limited to, African Americans, Hispanics, Native Americans (American Indians), Asians, and/or women.

SECTION 7. COMPLIANCE WITH LAWS; VENUE

Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver. Venue for any action arising hereunder shall be in the District Court in and for the City and County of Denver, Colorado.

SECTION 8. ASSIGNABILITY

The Contractor shall not assign or otherwise transfer any of its rights or obligations whatsoever in this Agreement without the prior written consent of the City and County of Denver acting by and through its Manager of General Services. Any attempt by the Contractor to assign or transfer any of its rights or obligations hereunder without such prior written consent of the City and County of Denver shall, at the option of said Manager, constitute a default under this Agreement. Such consent may be granted or denied by the Manager; provided, however, that the Contractor shall have the right without the Manager's consent to enter into subcontracts for the performance of routine services not involving its primary duties of convention and tourism marketing for such items as, but not limited to, printing and computer services.

SECTION 9. COPYRIGHTS

If this Agreement results in any publication, book or other printed materials or video or electronic presentation which may be copyrighted, the author is free to copyright the work, but the City reserves a royalty-free nonexclusive and irrevocable license to reproduce, publish, or otherwise use and may authorize others, subject to the prior written approval of the Contractor, to use such copyrighted materials or materials which can be copyrighted for use in connection with official City programs or activities. The Contractor shall acknowledge the financial support by the City and County of Denver in brochures, pamphlets, advertising, annual reports, press releases, and similar material when appropriate.

SECTION 10. PROHIBITED EXPENDITURES

The Contractor shall not utilize any funds received under the provisions of this Agreement for the purchase of alcohol, for the reimbursement of personal expenses, or for the reimbursement of travel expenses for a spouse or other family member of the traveler. The Contractor shall not utilize any funds received under the provisions of this Agreement for the purchase, acquisition or receipt of any real property nor shall the Contractor pledge any funds received under any provision of this Agreement for the issuance or guarantee of any debt for the purchase.

SECTION 11. USE AND DISPOSITION OF PERSONAL PROPERTY

A. Ownership During Usage by Contractor.

All office equipment, supplies, materials and other personal property purchased in whole or in part with funds provided Contractor pursuant to this Contract and used for the administration of this Contract or in the administration of a program operated by the City shall be the sole and exclusive property of the City unless otherwise approved in writing by the Manager. The Contractor shall not remove, alter or dispose of any office equipment, supplies, materials or other personal property prior to termination of this Agreement, except in the ordinary course of business.

B. Disposition of Personal Property.

All personal property purchased with funds provided hereunder in the possession of the Contractor or the Contractor's representative(s) shall be listed on an "official inventory list" provided to the City annually, and returned to the City immediately upon termination of the Contract, except as permitted pursuant to subsection 11A above. The Contractor shall be responsible for any item(s) which are included on the Contractor's official inventory list, except for items which have been replaced, consumed or disposed of in the ordinary course of business. If these items are not returned to the City, the Contractor shall forthwith reimburse the City for the appraised value of said item(s), less reasonable depreciation, as mutually agreed upon by the City and the Contractor.

SECTION 12. COMPENSATION

A. Maximum Agreement Liability.

The maximum financial obligation of the City hereunder shall not exceed: (i) the amount authorized for expenditure each year from the revenues apportioned to the Convention Marketing

and Tourism Promotion Project in the General Government Special Revenue Fund, raised at the rate of two and three quarters percent (2.75%) of gross taxable sales that are subject to lodger's taxes (the "Base Lodger's Tax Payment Amount"), less (ii) an amount equal to the lodger's tax derived by applying the "VISIT DENVER Lodger's Tax Project Rate" to the revenues from the purchase price paid for lodging under Article IV of Chapter 53 of the City Code within the "CNB Project Area" described in Exhibit E, attached hereto and incorporated herein (the "CNB Project Funds"). The "VISIT DENVER Lodger's Tax Project Rate" means 1.75% applied to the purchase price paid for lodging within the CNB Project Area only. The amount derived by subtracting the CNB Project Funds from the Base Lodger's Tax Payment Amount is referred to herein as the "VISIT DENVER Project Funds."

Upon the earlier of (1) payment in full of the obligations of the City under the CNB Cooperation Agreement or (2) February 1, 2036, the provisions of Section 12A(ii) hereof related to the CNB Project Funds shall terminate and the City shall be obligated to pay the amount set forth in Section 12A(i) to the Contractor in compliance with this Agreement.

The financial obligations of the City under this Agreement or any renewal shall extend only to monies appropriated for the purpose of this Agreement by the Denver City Council, paid into the City Treasury, and encumbered for the purposes of this Agreement. The Contractor acknowledges that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the City's Revised Municipal Code and consistent with the City Charter.

B. Expenses.

All expenses shall be in accordance with the VISIT DENVER Expense Policy as set forth in Exhibit D, attached hereto and incorporated herein.

C. Payment.

Monthly payments by the City to the Contractor under this Agreement shall be made on or about the twentieth day of each month, upon the authorization of the Manager, and shall be in the amount of the VISIT DENVER Project Funds received on account of the month two months prior to the month of payment.

SECTION 13. TERMINATION FOR BREACH

Upon breach, giving written notice in accordance with this Section may terminate this Agreement. A breach shall include, but not be limited to, uncured default, which is a failure to comply with any or all items contained within this Agreement, including substantive portions of any incorporated exhibit or other document specifically incorporated herein, and/or any provision of any subsequent executed amendments to this Agreement. No notice of termination may be effective until the expiration of ninety (90) days following notice of default given pursuant to Section 25 hereof, of failure to comply with any provision of this Agreement or any exhibit or other document specifically incorporated herein. Notice of default shall specify the specific default(s), the date upon which the default(s) occurred, if known, and state that the default is to be cured within forty-five (45) days thereafter or that evidence must be provided that correction of such default has been satisfactorily commenced, with the completed correction of same as promptly as reasonably practicable thereafter, to be determined in the discretion of the non-defaulting party. Upon cancellation or termination of this Agreement under this Section, no further funds shall be payable or paid hereunder and the City shall be responsible only for the payment for services satisfactorily rendered hereunder prior to the effective date of such termination or cancellation, as the parties hereto agree and acknowledge that the only basis upon which such Lodger's tax revenue can be lawfully paid to the Contractor by the City is the performance by the Contractor of the services provided for in this Agreement. Nothing contained in this section shall be construed to limit the City's discretion with regard to any decision not to renew this Agreement as set forth in sections 3 and 12 above.

SECTION 14. AMENDMENTS

Except as provided for herein, the parties acknowledge and agree that the provisions contained herein including exhibits A, B, C, D, E and F, as well as the Marketing Plan constitute the entire Agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and are of no effect. No alterations, amendments, changes, unless executed by a written instrument with the same formality as this Agreement, shall be valid. It is further agreed and understood that this Agreement shall, subject to the provisions of Section 8, "Assignability," be binding on, extend to and inure to the benefit of the successors and assigns of the respective parties hereto.

SECTION 15. PERSONNEL AND SERVICES

All services required herein will be performed by the Contractor under the supervision of its President and Chief Executive Officer and its Board of Directors.

SECTION 16. INDEMNIFICATION

The Contractor agrees to protect, defend, and save harmless the City against any demand for payment for the use of any copyrighted or patented material, process, article or device that may enter into the manufacture, construction, or otherwise form a part of the work or services covered by this Agreement. The Contractor further agrees to release, defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, damages, suits, costs, expenses, liability, actions or procedures of any kind of nature whatsoever, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of, directly or indirectly, the Contractor's operations in connection herewith, or the Contractor's use or occupancy in a negligent manner, of any City property, and including acts and omission of the Contractor's officers, employees, representatives, suppliers, invitees, contractors and agents; provided, however, that the Contractor need not release, indemnify or save harmless the City, its officers, agents, and employees from damages resulting from the sole negligence of the City's officers, agents and employees.

SECTION 17. STATUS OF THE CONTRACTOR

It is understood and agreed by and between the parties hereto that the status of the Contractor shall be that of an independent contractor and of a person retained on a contractual basis to perform professional or technical services and it is not intended, nor shall it be construed, that the Contractor is an employee or officer of the City under Article II, Division 4 of Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever.

SECTION 18. NO WAIVER OF RIGHTS

The City and County of Denver expressly reserves all rights granted by statute or other applicable law. No provision of this Agreement, including the attachments, exhibits, and other documents related thereto, shall be construed as a waiver of any statutory or other legal rights which may be available to the City and the Contractor. No assent, expressed or implied, to any breach of any one or more of the covenants, provisions and agreements of the agreement shall be deemed or taken to be by the City or the Contractor as a waiver of any succeeding or other breach.

SECTION 19. CONTRACTOR INSURANCE

A. General Conditions: Contractor 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. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for one (1) year after termination of the Agreement; provided that the coverage required in subsection 19(I) below shall remain in force for three (3) years after termination of the 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 be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section 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 the Contractor. Contractor 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 the Contractor. The Contractor 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.

B. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit F, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or

other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor'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.

C. Additional Insureds: For Commercial General Liability and Auto Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants: Except as provided below, 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 the Contractor. Contractor shall include all such subcontractors 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. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City. Variations in coverage for subconsultants, independent contractors, suppliers or other entities providing goods or services to or on behalf of Contractor may be approved by Contractor to accommodate the business and legal constraints of individual providers, provided Contractor, after consultation with its insurance agent, insurance advisor or attorney, determines in good faith that the coverage being approved is reasonably sufficient to insure Contractor for the business risks reasonably anticipated in connection with the business of such third parties. Notwithstanding any variations in coverage for third parties approved by Contractor, the coverages provided for the City's benefit by Contractor shall be unaffected and shall meet the requirements of this section 19.

F. Workers' Compensation/Employer's Liability Insurance: Contractor 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. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement,

that none of the Contractor'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 Contractor executes this Agreement.

G. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. 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

I. Media Professional Liability: Contractor shall maintain limits of \$1 million per claim and \$1 million in the aggregate. The policy shall include, but not be limited to, coverage for libel, slander, infringement of copyright, invasion of the right of privacy, and unauthorized use of titles, formats, ideas, characters, plots or other material used in the publication or design.

J. Additional Provisions:

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

Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

SECTION 20. COUNTERPARTS OF THE AGREEMENT

The Agreement shall be executed in five (5) counterparts, each of which shall be deemed to be an original.

SECTION 21. PARAGRAPH HEADINGS

The captions and heading set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

SECTION 22. SEVERABILITY

In the event any covenant, condition or provision contained in this Agreement is held by any court of competent jurisdiction to be invalid, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision contained herein; provided, however, that the validity of any such covenant, condition or provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

SECTION 23. CONSTRUCTION

The Agreement shall be construed and enforced in accordance with the laws of the State of Colorado and the Charter and Revised Municipal Code of the City and County of Denver.

SECTION 24. MEDIATION

In the event a dispute occurs between the Contractor and the Manager over the performance, terms, conditions, or provisions of this Agreement, before breach of contract or termination proceedings are initiated, the Mayor shall appoint a mediator from the legal profession, not associated with either party, to review and render a recommendation on the dispute. Fees and expenses charged by the mediator will be shared equally among the parties.

SECTION 25. LINE OF AUTHORITY AND NOTICES

The Manager of General Services or his designee shall be the City's administrator of this Agreement. All administrative and performance reports, memoranda, correspondence, and other submittals required of the Contractor shall be directed to the Manager. The Contractor shall designate a person within its organization through which City initiated communications will be transmitted.

Notwithstanding the above, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and other notices of similar importance shall be made by the Contractor to the Manager of the Department of General Services, City and County of Denver, 201 West Colfax, Dept. 1110, Denver, Colorado 80202 and by the City to VISIT DENVER, Attn: President/CEO, 1555 California Street, Suite 300, Denver, Colorado 80202. Said notices shall be delivered personally during normal business hours to the appropriate office, above, or by prepaid U.S. Certified Mail, "Return Receipt Requested." Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered but such substitutions shall not be effective until actual receipt of written notification.

SECTION 26. REASONABLENESS OF CONSENT OR APPROVAL

Whenever in this Agreement any Party shall have any right or duty of consent or approval of any act, document or submission of or by the other Party, such approval shall not be unreasonably withheld. The determination of reasonableness may include considerations of public and governmental policy, regulatory rules, regulations, guidelines, and written policies, moral and ethical standards as well as business and economic considerations.

SECTION 27. EXHIBITS

The following listed Exhibits A through F referenced in this Agreement are hereby incorporated:

Exhibit A — Marketing Plan Table of Contents and Performance Metrics

Exhibit B — Indicators

Exhibit C — Monthly Expenditure, Funding and Budget Recap For City Funds

Exhibit D — Visit Denver Expense Policy

Exhibit E — CNB Project Area

Exhibit F — Insurance Certificate

SECTION 28: NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

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

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

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

SECTION 29. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

Contractor consents to the use of electronic signatures by the City. The 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 the 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 the 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: GENRL-201312480-00

Contractor Name: METRO DENVER CONVENTION & VISITOR
BUREAU

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

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

By _____

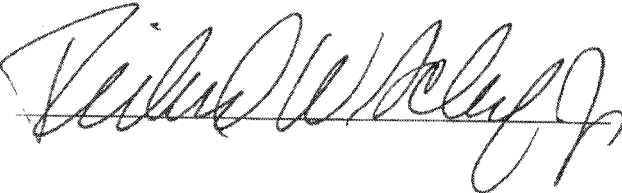
By _____

By _____



Contract Control Number: GENRL-201312480-00

Contractor Name: METRO DENVER CONVENTION & VISITOR
BUREAU

By: 

Name: RICHARD SCHARF
(please print)

Title: PRES + CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



VISIT DENVER

Exhibit A – Marketing Plan Table of contents and Performance Metrics

- I. Introduction and Strategic Overview
 - A. To incorporate all. VISIT DENVER activities and how they interrelate
- II. Situation Analysis
- III. Goals and Objectives
- IV. Target Audiences
- V. Key Messages
- VI. Strategies and Supporting Tactics
- VII. Research and Evaluation: Performance Measures and Indicators
 - A. All *performance measures* shall be reported by monthly goals, year-to-date goals and 5-year average comparisons if available. All *indicators* shall be reported on Exhibit B quarterly or annually with 5-year average comparisons if available. VISIT DENVER is not accountable for indicator results or trends.

Performance Measures

- A. Convention Sales Performance
 - 1. Convention room nights and estimated economic impact
 - a. Lead (Tentative) and Definite/Confirmed
 - 2. Hotel Leads Generated
- B. Tourism
 - 1. Leisure Travel Room Nights Booked and estimated economic impact (includes, but not limited to website Commerce, domestic group and international travel, and marketing and promotional efforts)
 - 2. Number of leisure visitors
- C. Public Relations
 - 1. Earned Media Value and Number of Stories or Mentions: Local; International; National (including but not limited to Consumer, Meeting/Travel Trade)
- D. Total Visitor Inquiries broken out as follows:
 - 1. Interactive Impressions (including but not limited to):
 - a. Website visits – desktop & mobile
 - b. Mobile application visits
 - c. Social media engagements
 - 2. Visitor Inquires/Touchpoints (including but not limited to):
 - a. Visitors assisted at Visitor Info Centers
 - b. Requests for official visitor publicationsPhone calls to 1-800 number(s)

E. VISIT DENVER Customer Service Evaluation Survey Performance

VIII. Budget

VISIT DENVER

Exhibit B – Reporting Indicators

Annual Convention Sales Conversion: Lead (Tentative) Bookings to Definite/Confirmed

Annual Convention Sales Lost Business Report

Annual Economic Impact Research including job development

Annual VISIT DENVER Post Convention Survey Results for Hotel and Center Performance

Quarterly VISIT DENVER Post Convention Survey Results on Denver's Image as a destination

Annual VISIT DENVER Tourists, Meeting Planners and Branding Research when commissioned

Quarterly five most visited Denver.org web pages

Monthly VISIT DENVER online/interactive traffic to Denver City and County websites that are relevant to the visitor

Annual Participation levels, based on available and applicable metrics, of Denver residents in VISIT DENVER events (E.g. Denver Restaurant Week, Denver Arts Week and Denver Beer Week)

VISIT DENVER
Exhibit C
Monthly Expenditure, Funding and Budget Recap for City and County of Denver contract funds
Fiscal Year 2014

Expenditures By Department

	Current Month			Year to Date		
	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Lodger's Tax	\$0	\$0	\$0	\$0	\$0	\$0
<hr/>						
<u>Department Expenses</u>						
Administration	\$0	\$0	\$0	\$0	\$0	\$0
Executive	\$0	\$0	\$0	\$0	\$0	\$0
Convention Sales	\$0	\$0	\$0	\$0	\$0	\$0
Convention Advertising	\$0	\$0	\$0	\$0	\$0	\$0
Convention Service	\$0	\$0	\$0	\$0	\$0	\$0
Tourism	\$0	\$0	\$0	\$0	\$0	\$0
Marketing	\$0	\$0	\$0	\$0	\$0	\$0
Fulfillment	\$0	\$0	\$0	\$0	\$0	\$0
Internet	\$0	\$0	\$0	\$0	\$0	\$0
Communications/PR	\$0	\$0	\$0	\$0	\$0	\$0
Information Centers	\$0	\$0	\$0	\$0	\$0	\$0
Consumer Marketing	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$0	\$0	\$0	\$0	\$0	\$0
Net Income (Loss)	\$0	\$0	\$0	\$0	\$0	\$0

Expenditures By Line Item

	Current Month			Year To Date		
	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Wages & Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Employee Fringe Benefits & Taxes	\$0	\$0	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Facilities & Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Office & Computer Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Postage/Freight/Delivery/Fulfillment	\$0	\$0	\$0	\$0	\$0	\$0
Phones	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Dues & Subscriptions	\$0	\$0	\$0	\$0	\$0	\$0
Registration for Trade Shows & Conventions	\$0	\$0	\$0	\$0	\$0	\$0
Advertising	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$0	\$0	\$0	\$0	\$0	\$0

VISIT DENVER

Exhibit D – Expense Policy

It is the policy of VISIT DENVER to receive maximum benefit for every dollar spent. The primary responsibility for control of expenses lies with each individual employee. However, it is the obligation of the President/CEO and department Vice Presidents and Directors to review and maintain proper control of all expenses.

While no policy can outline acceptable business expenses in all instances, employees are expected to exercise prudent business judgments regarding travel and entertainment expenses. Employees submitting expenses that are not in compliance with this policy risk a delayed, partial, or forfeited reimbursement. Cases of significant and/or repeated abuse or non-compliance may result in disciplinary action up to and including employee termination.

VISIT DENVER, through the submission of expense reports, reimburses employees for all reasonable and necessary expenses such as travel, business entertainment or other business related expenses incurred for the benefit of VISIT DENVER. Expense reports, including all documentation and signature approvals, must be submitted to the Accounting Department by 8:00 a.m. on Tuesday or Thursday of each week in order for reimbursement checks to be made available by 5:00 p.m. on those days.

EXPENSE REPORTS & DOCUMENTATION

Itemized receipts are required for all expenditures. If an expense is submitted without proper documentation (receipts, etc.) the employee may not be reimbursed for that particular expense. There are, however, some expenses such as tips, mileage, cab fares, car washes for company vehicles, etc. that require cash payment whereby a receipt is not readily obtainable. In those instances, employees should submit the description of expense (tips, miles, etc.), location, event type, etc. These types of expenditures should whenever possible be limited to \$25.⁰⁰ or less. Falsification of receipts or other expense claims will subject the employee to disciplinary action, up to and including termination of employment.

All Expense reports must include:

1. Name of employee, date, vendor, event type, (tradeshow, familiarization tour, site visit, convention, etc.) description of expense, totals and the employee's signature.
2. Fully itemized receipts for **ALL** expenditures, group size (a list of persons in attendance if possible), purpose of meeting, place, and when possible, room night total.
3. List all expenses for lodging, transportation, mileage, regular meals, office supplies, entertainment, business center and miscellaneous items.
4. Whenever possible, the employee should avoid charging incidentals, meals, etc. to their room so that the hotel folio includes only the actual room, telephone and tax charges.
5. Expenses recorded on the report must be for a specific time period. Do not include several months of receipts on one expense report, (i.e., only January receipts will be submitted on your January expense report.)

The employee's departmental supervisor (Associate Director or higher) must approve expense reports. The President/CEO's expense report must be approved by the Board Chair or other officer of VISIT DENVER. All expense reports are reviewed by the Accounting Department prior to payment. The Vice President of Finance has the authority to approve expense reports for payment for employees reporting to a Director, Vice President or President/CEO in their absence. Upon their return, these expense reports will subsequently be submitted to the employee's supervisor for their review and approval. Requests for reimbursement from consultants must be accompanied by the same expenditure documentation as that

required of employees.

Incomplete expense reports, including those without proper documentation and explanations, will be returned for completion.

TRAVEL, MEALS AND ENTERTAINMENT EXPENSES

The primary objective of VISIT DENVER is to receive maximum economic benefit for the City & County of Denver for every dollar spent. To that end, employees should exercise good judgment in the use of VISIT DENVER funds for travel and entertainment. All travel will be within limits established by the VISIT DENVER annual budget. The President/CEO or a Vice President will authorize each trip as deemed appropriate.

The justification for spending VISIT DENVER funds for entertainment is to promote additional tourism, convention business, and destination media coverage and/or industry services. Following is a list of guidelines regarding entertainment expenditures that override all other travel and entertainment policies:

1. Expenses for spouses or other family members are not reimbursable without prior written approval from the President/CEO or Board Chair.
2. Entertainment expenses incurred in an employee's residence are not reimbursable without prior written approval from the President/CEO or Board Chair.
3. Expenses will **NOT** be reimbursed for expenses incurred at any cabaret or strip clubs, or establishments of questionable character.
4. Expenses for personal alcohol consumption will not be reimbursed.

Meal and entertainment costs, when no overnight travel is involved, are reimbursable only when business, which benefited VISIT DENVER, was conducted during the meal or entertainment function. The itemized receipt (a summary credit card receipt is **not** adequate documentation) along with a description as to the business purpose, location, group size must be provided with the expense report. Names of guests should be provided whenever possible. Meals provided during working staff meetings are reasonable if: conducted during normal business hours, of reasonable cost, and substantiated as to the nature and benefit of the meeting. Employee names should be provided on the expense report.

The President/CEO or a Vice President will authorize expenses for participation by VISIT DENVER employees at banquets or charitable events on a case-by-case basis.

Because many of the necessary activities of VISIT DENVER involve travel and/or entertainment, it is the policy of VISIT DENVER to reimburse reasonable travel and entertainment expenses incurred by authorized members of the staff in the course and scope of their employment. Complete and accurate documentation of all reimbursements is essential.

All VISIT DENVER expenses including cash and non-cash charges are reported via an expense report with complete descriptions of each individual expense. All travel, entertainment and employee business expenses (including all credit card charges and airfares) are to be submitted. Incomplete expense reports, including those without proper documentation, will be returned for completion.

In order to adhere to the terms of the VISIT DENVER contract with the City & County of Denver it is necessary to complete two separate expense reports for each trip or event as follows:

1. Expense Report: City
 - a. For all other expenses: hotel, airfare, telephone, tips, transportation, parking, mileage, incidentals and business center costs.

2. Expense Report: Non-City
 - a. For all meals and entertainment; including personal non-entertainment meals and all beverages including alcohol.

TRAVEL/CASH ADVANCES

Prior to business trips or corporate entertaining, it may be appropriate to secure a cash advance. An advance is available to employees to perform their job duties without creating a financial burden. It will be used only for expenses and is in no way a loan to the employee. Advances may be obtained for either travel or corporate entertaining (i.e., FAM tours, site visits, hosted events, etc.).

All travel and/or cash advances are subject to prior approval of the President/CEO or a Vice President. Cash advances may be requested up to \$1,000 and must be submitted to the Accounting Department in accordance with check request procedures.

If a travel and/or cash advance is obtained, the excess funds must be returned to the company at the conclusion of the trip or event on the expense report form, which must be submitted within two weeks of the end of the trip. No employee will be issued a second advance if one is already outstanding.

AIR TRANSPORTATION EXPENSES

VISIT DENVER employee will determine the preferred flights, departure and return dates, times, ticket cost for air travel based on the approved department budget. All promotional, partnership, trade tickets will be considered as a first alternative. When purchasing air travel, all flights will be secured at the lowest promotional discounted fare available. In the instance of long haul flights, staff may purchase extended leg space in coach. Penalty tickets and other special arrangements (such as wrap-arounds) may only be used when a cost savings is realized. Upgrades to first class through frequent flyer programs provided by the airlines are allowed if documented as not costing the organization more than coach class. If, due to extenuating circumstances, coach class is not available, a full explanation must accompany the request for reimbursement and be approved by a Vice President or President/CEO. Side trips for personal purposes that are included in the itinerary must be specifically detailed such that VISIT DENVER is only charged for the business portion of the airfare.

Whenever possible, credit cards issued through VISIT DENVER should be used for all appropriate company expenses. If an employee does not have a company credit card, employees should use their own personal credit card.

Original airline coupons or e-ticket confirmation must accompany any expense report, which lists air travel charges. If the original coupon is lost, the employee must attach a memorandum certifying that they have not received reimbursement from any other source.

GROUND TRANSPORTATION AND AIRPORT PARKING EXPENSES

When attending an industry event, every effort shall be taken to use or secure complimentary transportation. If a personal vehicle is used to travel to the airport, the employee is reimbursed for parking and mileage to and from the airport. When utilizing airport parking, the employee should use the most economical option available taking into consideration length of trip, weather, convenience, timing, and departure and arrival times. Public transportation, i.e., airport shuttles or taxis should be considered if it is obviously more economical than substantial parking fees and mileage. VISIT DENVER will not pay or reimburse any employee for town cars, unless documented as more economical than a taxi and approved in advance by the President/CEO or a Vice President.

RENTAL CAR EXPENSE

Some trips may require the traveler to use rental vehicles when out of town. The employee will select an economical mid-size automobile for such travel. VISIT DENVER does provide liability and property damage coverage for travelers while driving a rental car in the city or out of town. The employee should decline all automobile insurance coverage offered by the rental car company. It is the responsibility of the employee to fill the gas tank prior to returning the vehicle.

MILEAGE EXPENSE REIMBURSEMENT

If any employee is requested to conduct business on behalf of VISIT DENVER, using their personal vehicle, mileage will be reimbursed at the current IRS rate. In order to be eligible for mileage reimbursement, an employee must be specifically requested by VISIT DENVER management to attend an outside function or to conduct VISIT DENVER business away from the company premises. Reimbursable mileage is calculated from the VISIT DENVER offices to the destination and back, if a return is required. Mileage from your home to any other location is also subject to reimbursement. Mileage to and from work is not reimbursable.

Management will notify staff of prevailing mileage reimbursement rate that is consistent with the rate allowed by the IRS. Reimbursement requests are submitted using the Expense Report.

HOTEL, MEALS AND MISCELLANEOUS EXPENSES

If VISIT DENVER business requires an employee to be away from home overnight, expenses will be allowed for what management deems a reasonable amount for accommodations, meals and incidental expenses, such as business telephone calls, parking, tips, business center charges and toll charges. Note: Local hotel stays (Denver-based employee staying in a local area hotel) will not be reimbursed under most circumstances. Prior written approval must be granted by the President/CEO.

VISIT DENVER management recognizes guestroom rates vary from one geographical area to another. When you are not using the host/conference/convention hotel, your hotel selection should be in the "moderate full service" range. We will not ask our employees to stay in hotels that are not clean, safe, or do not provide the necessary amenities, but the use of luxury or high rate hotels should not be used without extenuating circumstances and approved prior to travel.

Reimbursements for meals are limited to what is reasonable for the geographic area of travel. If an employee is attending a tradeshow where meals are provided, employees are expected to be reasonable and exercise good judgment in purchasing additional meals. No in-room refreshments (refreshment center/mini-bars) will be reimbursed by VISIT DENVER.

INCIDENTAL EXPENSES

VISIT DENVER will not reimburse for incidental expenses such as newspaper, magazines, books, laundry, health club fees, movies, spas, personal hygiene items etc. These expenditures, if made, are the responsibility of the employee. If a trip is extended to a period of more than five (5) consecutive overnights, VISIT DENVER will reimburse for reasonable cleaning and laundry expenses.

GROUP MEETINGS

Credit arrangements in the name of VISIT DENVER to cover expenses of group meetings will be allowed with prior written approval of the President/CEO.

TIPPING

Standard tipping or gratuity should not exceed 20% of the total bill. Should a larger gratuity be automatically charged to a bill due to size of party or other extenuating circumstances this limit will be waived. Authorized tipping for baggage handling should not exceed \$2.⁰⁰ per bag. If the tip is high in relation to the bill because of the establishment giving complimentary food or beverage this circumstance should be explained.

TELEPHONE CALLS

Official VISIT DENVER business telephone calls should be made with a company issued cellular phone. If a land line is used, any charges should be charged to an employee's hotel room or company issued credit card. Personal telephone calls on land lines while on VISIT DENVER business are authorized as follows:

- Safe arrival at each point of travel.
- Once a day. Traveler should use reasonable judgment on the length of the long distance call.

VISIT DENVER ISSUED CREDIT CARD

VISIT DENVER credit cards may be issued to an employee with the approval of their Vice President and with the approval of the President/CEO or the VP of Finance and Administration. Credit limits and/or credit limit increases are determined by the President/CEO or the Vice President of Finance and Administration.

VISIT DENVER credit card statements are sent directly to the employee's VISIT DENVER address. All charges on a company credit card must be accounted for using the expense report forms and processes. These forms (with all appropriate signatures) should be submitted to the Accounting Department no later than the 25th of the month in which the statement was received. Personal charges are not allowed on VISIT DENVER credit cards. An employee's supervisor will review and approve all charges. The Accounting Department will also review all charges. Abuse of the company credit card will result in disciplinary action up to and including termination.

EXHIBIT E

**PROPERTY TAX INCREMENT AREA
SALES TAX INCREMENT AREA
APPROPRIATED LODGER'S TAX PROJECT AREA**

Colorado National Bank (918 17th St.) – Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DENVER, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

LOTS 26 THROUGH 32, INCLUSIVE, BLOCK 108, EAST DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO, CONTAINING 21,963 SQUARE FEET OR 0.504 ACRE MORE OR LESS.

PARCEL B:

THAT PART OF LOTS 23 THROUGH 25, INCLUSIVE, AND THE NORTHEASTERLY 4.00 FEET OF LOT 22, BLOCK 108, EAST DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 25; THENCE NORTHWEST ALONG THE NORTHEAST LINE OF LOT 25, 125.21 FEET TO THE MOST NORTHERLY CORNER OF LOT 25; THENCE SOUTHWEST ALONG THE NORTHWEST LINE OF LOTS 25, 24 AND 23, A DISTANCE OF 62.63 FEET; THENCE SOUTHEAST PARALLEL WITH THE NORTHERLY LINE OF LOT 22, A DISTANCE OF 37.75 FEET; THENCE SOUTHWEST PARALLEL WITH THE NORTHWEST LINE OF LOTS 23 AND 22, A DISTANCE OF 16.55 FEET TO THE SOUTHERLY LINE OF THE NORTHEASTERLY 4.00 FEET OF LOT 22; THENCE SOUTHEAST PARALLEL WITH THE NORTHERLY LINE OF LOT 22, A DISTANCE OF 77.21 FEET; THENCE NORTHEAST PARALLEL WITH THE SOUTHEAST LINE OF LOTS 22 AND 23, A DISTANCE OF 5.13 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1.50 FEET, A CENTRAL ANGLE OF 89 DEGREES 57 MINUTES 05 SECONDS, AN ARC DISTANCE OF 2.35 FEET; THENCE SOUTHEAST PARALLEL WITH THE NORTHERLY LINE OF LOT 22, A DISTANCE OF 8.75 FEET TO THE SOUTHEAST LINE OF LOT 23; THENCE NORTHEAST ALONG THE SOUTHEAST LINE OF LOTS 23, 24 AND 25, A DISTANCE OF 72.54 FEET TO THE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

CONTAINING 9,221 SQUARE FEET OR 0.212 ACRE MORE OR LESS.

PARCEL C:

NON-EXCLUSIVE 'GARAGE EASEMENTS', 'PLAZA EASEMENT', 'UTILITIES EASEMENTS' AND 'BRIDGE EASEMENTS' AS SET FORTH AND MORE FULLY DESCRIBED IN PARAGRAPH(S) 1, 2 AND 3 OF THE EASEMENT AGREEMENT RECORDED MARCH 28, 1990 AT RECEPTION NO. 900026864; AS AMENDED AND RESTATED AND MORE FULLY DESCRIBED IN THE EASEMENT AGREEMENT RECORDED MAY 15, 1997 AT RECEPTION NO. 9700062638; AND FURTHER AMENDED AND RATIFIED UNDER THAT AMENDED, RESTATED AND SUPPLEMENTAL EASEMENT AGREEMENT RECORDED JULY 27, 2000 AT RECEPTION NO. 2000107010, DENVER COUNTY, COLORADO RECORDS.

PARCEL D:

NON-EXCLUSIVE EASEMENT FOR UNDERGROUND SANITARY SEWER LINES AND RELATED IMPROVEMENTS AS SET FORTH AND MORE FULLY DESCRIBED IN THE SANITARY SEWER EASEMENT RECORDED JUNE 1, 2000 AT RECEPTION NO. 2000076172, DENVER COUNTY, COLORADO RECORDS.

ACORD_{TM}

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2013

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

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

PRODUCER IMA, Inc. - Colorado Division 1550 17th Street, Suite 600 Denver, CO 80202 303-534-4567		CONTACT NAME: PHONE (A/C, No, Ext): 303-534-4567 E-MAIL: denpam@imacorp.com ADDRESS:		FAX (A/C, No): 303-534-0600
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Hartford Fire Insurance Company		19682
		INSURER B: Hartford Casualty Insurance Co.		29424
		INSURER C: Pinnacle Assurance		41190
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			34UUNIS4861	06/16/2013	06/16/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$Excluded GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			34UUNIS4861	06/16/2013	06/16/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			34RHUIS4581	06/16/2013	06/16/2014	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4115109 - CO ONLY	06/01/2013	06/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

The City & County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insureds on the General and Automobile Liability Policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver
 Risk Management
 201 West Colfax Ave., Dept, 1105
 Denver, CO 80202

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

AUTHORIZED REPRESENTATIVE

