

## LICENSE FOR TRADEMARK USE AGREEMENT

This License for Trademark Use Agreement (the "Agreement") is made and entered into by and between the **CITY AND COUNTY OF DENVER**, ("City"), acting by and through the Denver Arts and Venues Division, and Status Seriagraph, Inc. ("Licensee"), a Tennessee corporation, whose principal place of business is 310 West Jackson Ave Suite 102, Knoxville, TN 37902.

### RECITALS

**WHEREAS**, the City uses and has rights in the federally registered trademark in the form attached hereto as Exhibit A hereafter "Red Rocks Logo"; and

**WHEREAS**, the Licensee has requested use of the Red Rocks Logo for reproduction, in a use for two dimensional images for the purposes of commercial marketing, advertising and promotion ("hereafter "Use") in connection with the Red Rocks™ Amphitheatre by including the Red Rocks Logo on apparel sold online; and

**WHEREAS**, the parties desire to use the Red Rocks Logo, subject to the terms and conditions contained herein;

**NOW, THEREFORE**, in consideration of the payment by Licensee described below and for other good and valuable consideration, and the keeping and performing of the promises, covenants, terms and conditions herein by both parties, the parties hereto enter into this Agreement and the City hereby grants this Use to Licensee who hereby accepts the same, all on the terms and conditions and subject to the promises and provisions set forth below:

1. **GRANT AND SCOPE OF LICENSE.**

A. City hereby grants to Licensee, subject to the terms and conditions set forth herein, a non-exclusive, nontransferable, personal license during the License Term to Use the Red Rocks Logo, and the goodwill appurtenant thereto, in the World and the world ("Territory") in the design, creation and ultimate realization, and sale of apparel and specialty items featuring music poster designs as well as designs inspired by Justin Helton's poster art in preliminary or final forms ("Materials") with the designer incorporating the Red Rocks Logo being Justin Helton ("Designer"). It is understood and agreed as a material term that Justin Helton is key personnel for the purpose of this Agreement and the absence of Justin Helton as Designer shall be cause for termination.

B. Licensee is licensed to sell the Materials through an online Merchstore powered by Music Today in accordance with the Terms attached as **Exhibit A** hereto

C. Licensee shall use the Red Rocks Logo in accordance with any and all logo usage guidelines in effect from time-to-time as provided by the City.

D. There is no limit on how many times the Red Rocks Logo may be used on Materials; however, the license to distribute these Materials expires on December 31, 2015.

E. This License is being granted specifically due to the nature of the work performed by the Licensee and this License is therefore non-transferable and non-assignable to anyone other than those acting under the supervision and authority of the Licensee with respect to the creation and distribution of the Materials.

F. The Licensee shall state in a prominent place on Merchstore pages featuring the Materials as follows: The use of the City and County of Red Rocks Logo is by permission granted from the City and County of Denver, all rights reserved.

G. The Licensee shall be solely responsible for the entire cost and expense of the Licensee's Use of the Red Rocks Logo.

H. Licensee shall ensure that only accurate reproductions of the Red Rocks Logo are utilized and that the size, proportions, colors, elements, and other distinctive characteristics of the Red Rocks Logo are not altered in any manner except as may be permitted herein or as permitted in writing by the City. The Red Rocks Logo may not be used as a feature or design element of any other logo or graphic. Licensee may use the colors set forth in Exhibit A or it may use black or shades of gray.

I. The Licensee shall deliver to the City from time to time upon request, orally or in writing, samples of the Materials within seven (7) days of the City's request in order to confirm that the use of the Red Rocks Logo is consistent with the terms of this Agreement. The City shall approve or disapprove of said Materials within fourteen (14) days of the date of receipt thereof. All Materials shall be of the same quality as the approved samples.

2. **TERM.** Unless otherwise extended by the mutual written consent of the parties, this Agreement will terminate at the conclusion of the License Term on December 31, 2015.

3. **FEE.** Licensee shall pay the City of ten percent (10%) of the sales proceeds net of manufacturing costs, but in no even less than One Dollar (\$1.00) per unit sold for the grant of

this License. Payment is due on within seven business days from the end of the quarter in which the sale occurred.

4. **CERTAIN COVENANTS OF LICENSEE.**

A. Licensee shall not in any manner represent that it has ownership in the Red Rocks Logo and acknowledges that the permitted Use of the Red Rocks Logo under this Agreement shall not bestow to Licensee any right, title or interest in the Red Rocks Logo beyond the license rights granted herein. The City reserves any and all rights, title, and interest in the Red Rocks Logo, including, but not limited to, the right to take action against any use that does not conform to these terms and conditions, infringes upon any of the City's intellectual property rights or other rights, or violates other applicable law.

B. Licensee acknowledges the City's interests in the Red Rocks Logo and in the goodwill attached thereto or that will become attached thereto. All uses of the Red Rocks Logo, for trademark ownership purposes, including any goodwill generated thereby, shall inure to the benefit of City. Licensee acknowledges that the Red Rocks Logo has acquired a valuable secondary meaning and goodwill with the public. Accordingly, notwithstanding any provision in this Agreement to the contrary, Licensee shall not do or suffer to be done any act or thing that will in any way adversely affect any rights of City in and to the Red Rocks Logo or any registrations thereof or that, directly or indirectly, will reduce the value of the Red Rocks Logo or detract from its reputation

C. Licensee shall affix trademark (™) and registration (®) indications next to the Red Rocks Logo on all Materials, as instructed by Licensor.

5. **COORDINATION AND LIASON.** The Licensee agrees that during the term of this Agreement, the Denver Arts and Venues ("DAV"), or any other City employee as may be identified by the City, shall be the City's designated representative under this Agreement through whom all matters related to this Agreement shall be coordinated.

6. **COMPLIANCE WITH PATENT, TRADEMARK AND COPYRIGHT LAWS.** The Licensee agrees that all work and Materials, shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. The Licensee further agrees that it will not utilize any protected patent, trademark or copyright in performance of its work unless the Licensee has obtained proper permission and all releases and other necessary documents. If the Licensee specifies any material, equipment, process or procedure, which is

protected, the Licensee shall disclose such patents, trademarks and copyrights in the construction drawings or technical specifications. Licensee agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Paragraph 13, DEFENSE AND INDEMNIFICATION, from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

7. **ABANDONMENT OF USE:** The Use of the Red Rocks Logo by the Licensee, its employees, or agents, may be abandoned by the Licensee, but notice of abandonment shall be provided to the City within thirty (30) days of abandonment.

8 **AUDIT OF RECORDS.** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Licensee, involving transactions related to the Agreement and the Licensee's use of the Red Rocks Logo. until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

9. **NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of work under this Agreement, the Licensee 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, marital status, or physical or mental disability; and the Licensee further agrees to insert the foregoing provision in all subcontracts permitted hereunder.

10. **CONFLICT OF INTEREST.** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Licensee shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

The Licensee shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Licensee represents that it has disclosed any and all current or potential conflicts of interest, including transactions, activities or conduct that would affect the judgment, actions or work of the Licensee by placing the Licensee's own interests, or the interests of any party with whom the Licensee has a contractual arrangement, in

conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Licensee written notice describing the conflict.

11. **WHEN RIGHTS AND REMEDIES NOT WAIVED.** In no event shall any action by the Licensee hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Licensee, and the City's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

12. **INSURANCE:**

a. **General Conditions:** Licensee 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. Licensee 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 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, Licensee 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 Licensee. Licensee 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 Licensee. The Licensee 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 – Workers’ Compensation, Commercial General Liability, and Professional Liability:** Licensee shall provide a copy of this Agreement to its insurance agent or broker. Licensee may not commence services or work relating to the Agreement prior to placement of coverage. Licensee certifies and/or has required Licensee’s manufacturer to certify that the certificate of insurance attached as **Exhibit B**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement with the exception of the Personal Automobile insurance requirement. 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 Licensee’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 Professional Liability, Licensee 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, Licensee’s insurer shall waive subrogation rights against the City.

**e. 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 the Licensee. Licensee 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. Licensee agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

**f. Workers’ Compensation/Employer’s Liability Insurance:** The Licensee shall maintain, or cause its manufacturer to 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. The Licensee expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Licensee'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 the Licensee executes this Agreement

**g. Commercial General Liability:** Licensee shall maintain, or cause its manufacturer to 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. Automobile Liability:** Licensee shall ensure personal automobile insurance is in force with limits of \$100,000 bodily injury per person; \$300,000 bodily injury per accident; \$50,000 property damage for all vehicles used in performing services under this Agreement. The policy will include a business use endorsement. Licensee represents, as material representations upon which the City is relying, that Licensee does not own any motor vehicles and that in performing services under the Agreement, Licensee's owners, officers, directors, and employees use their personal vehicles. Licensee shall ensure that any person operating a motor vehicle in performing services under the Agreement shall keep in full force Personal Auto Liability coverage with minimum required limits.

**i. Additional Provisions:**

(i) 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 in excess of policy limits;
- 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.

(ii) For claims-made coverage:

- A. 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

B. Licensee shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits.

(iii) At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Licensee will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

13. **DEFENSE AND INDEMNIFICATION**

a. Licensee agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims shall have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Licensee or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City. The City disclaims any warranties that may be expressed or implied by law regarding the Red Rocks Logo, including warranties against infringement.

b. Licensee’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Licensee’s duty to defend and indemnify City shall arise even if City is the only party sued by Claimant and/or Claimant alleges that City’s negligence or willful misconduct was the sole cause of Claimant’s damages.

c. Licensee will defend any and all Claims brought or threatened against City, and will pay on behalf of City, any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Licensee under the terms of this indemnification



obligation. The Licensee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

14. **NON-LIABILITY OF THE CITY.** Licensee shall never hold nor attempt to hold the City liable for any injury or damage which may arise or result from the use of the Red Rocks Logo by any one. The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, § 24-10-101, et. seq., C.R.S. The City assumes no responsibility of any kind in connection with the Use of the Red Rocks Logo and the City is hereby released and discharged from any and all claims or liabilities for any loss, injury or damages to Licensee or to any purchaser of the Materials. The City does not by permitting Use of its Red Rocks Logo endorse the Licensee or its sponsors or creators.]

15. **TERMINATION.**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Licensee. However, nothing gives the Licensee the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.

a. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Licensee or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Licensee's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

b. Upon termination of the Agreement, with or without cause, the Licensee shall have no claim against the City by reason of, or arising out of, incidental or relating to termination. The City shall be entitled to immediate remittance of all license fees for Materials sold as of the date of the Termination and Licensee at its option may either provide to the City the remaining unsold Materials free of charge or such Materials maybe destroyed at no cost to the City.

16. **CESSATION.** Upon the expiration or earlier termination of this Agreement, Licensee will immediately discontinue all use of the Red Rocks Logo and/or any similar trademark or tradename that contains the Red Rocks Logo, in whole or in part, and shall refrain from further using the Red Rocks Logo.

17. **TAXES, CHARGES AND PENALTIES/NO APPROPRIATIONS.** The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115. The City acknowledges that the City is not obligated to provide any funds to the Licensee under this Agreement. City further understands and agrees that in the event of any payment obligations of the City under this Agreement, including any extensions or renewals thereof, whether direct or contingent, then all such obligations shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement, and paid into the Treasury of the City. The Licensee 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 and County of Denver.

18. **NO THIRD PARTY BENEFICIARY:** 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 the Licensee, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement, including but not limited to subcontractors, subconsultants, and suppliers. It is the express intention of the City and the Licensee that any person other than the City or the Licensee receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

19. **NOTICES:** 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 in writing as follows:

If to the City:                    Denver Arts and Venues  
   144 West Colfax Ave.  
   Denver, Colorado 80202

If to the Licensee: The address first above written.

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.

20. **GOVERNING LAW; VENUE.** This 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, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

21. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Licensee 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.

*Remainder of page left intentionally blank.*

**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:**

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

Name: Justin Helton  
(please print)

Title: President  
(please print)

**ATTEST: [if required]**

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

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

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



**EXHIBIT A**

(exhibit follows)

**ARTS & VENUES DENVER  
CONTRACT REQUEST**

**Requested by:** Amy Lindsey

**Type of Service Required (e.g. Graphic Design):** Sponsorship Contract

**Contract Summary:** Status Serigraph, Inc. – Red Rocks Amphitheatre licensing agreement

**Summary of Competitive Process Used to Select the Contractor:**

Non-exclusive licensing agreement

**Vendor Name / Address:**

Status Serigraph, Inc.  
310 W. Jackson Ave.  
Suite 102  
Knoxville, TN 37902

**Contact Information:**

Name: Justin Helton  
Telephone: (865) 591-6522  
E-mail Address: forzarightsmgmt@gmail.com

**Federal Identification Number (FID) – W9 form is required:**

Tax ID: 45-4729911  
State of Incorporation is TN

**Contract Term:**

July 1, 2014 – December 31, 2015

**Revised Contract Term (Amendment):**

See attached proposed licensing agreement

**Proposed Scope of Work:**

Vendor will use the Red Rocks logo and trademarks on merchandise. AVD will receive royalty based on sales.

**Certificate of Insurance Requirements:**

(Pending Devon McMillan, Risk Management for requirements)

**Funding Information (to be completed by Finance Dept):**

Fund = 15815  
Org = 3050200  
Account = 430100  
Program code = X9999

**Vendor ID**





**CONTRACT DESCRIPTION COMMENTS:**

STATUS SERIGRAPH INC; NEW LICENSING AGREEMENT; TERM: 07/01/14-12/31/15; F/O 15815-3050200-430100; REVENUE AMOUNT BASED ON SALES; REQUESTED BY: AMY LINDSEY

January 16, 2014

Amy Lindsey | Assistant Director, Marketing & Communications  
Red Rocks Amphitheatre  
18300 West Alameda Parkway  
Morrison, CO 80465  
Phone: 720-865-4226  
E-mail: [amy.lindsey@denvergov.org](mailto:amy.lindsey@denvergov.org)

**Re: Logo and Trademark Licensing Term Sheet**

Amy,

Please see the below licensing terms for the use of Red Rocks logos and marks.

**Licensor:** Red Rocks Amphitheatre  
18300 West Alameda Parkway  
Morrison, CO 80465  
Attn: Amy Lindsey

**Clearance Party:** Forza Rights MGMT, LLC  
4704 Sperry Ave.  
Columbus, OH 43230  
Attn: Anna Keister

**Licensee:** Status Serigraph, Inc  
310 West Jackson Ave, Suite 102  
Knoxville, TN 37902  
Attn: Justin Helton

**Description:** Justin Helton the designer behind Status Serigraph and known for his incredible music poster designs is opening a merchstore powered by MusicToday. This new store will contain apparel and specialty items featuring poster designs as well as designs inspired by his poster art. We plan to use the Red Rocks logo and trademarks on inspired designs as well as designs including licensed name and likeness rights.

**Product(s):** T-Shirts, Hoodies and Raglans for men and women as well as specialty items sold separately and as limited edition bundles.

**Territory:** World

**Term:** 1 year with an option to renew.

**Distribution:** Online only

**Fee:** Licensor will be paid a royalty equal to 10% of RSP less manufacturing costs. For specialty bundles distributed as part of a special Red Rocks promotion a higher royalty can be negotiated.

Looking forward to working with you!

Anna



**EXHIBIT B**

(Exhibit follows)



# CERTIFICATE OF LIABILITY INSURANCE

DELIV-1

OP ID: GZ

DATE (MM/DD/YYYY)

09/22/2014

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).

<b>PRODUCER</b> Leavitt Pacific Ins. Brokers License #0D79674 1330 S. Bascom Ave. San Jose, CA 95128 Kerry Tuma	<b>Phone: 408-288-6262</b> <b>Fax: 408-298-7635</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Delivery Agent, Inc. 300 California Street San Francisco, CA 94104	<b>INSURER A : Hartford Casualty Ins Co</b>		<b>29424</b>
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**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	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		57UUNPV9306	06/11/2014	06/11/2015	EACH OCCURRENCE \$ <b>1,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>Emp Ben.</b> \$ <b>1,000,000</b>
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X		57UUNPV9306	06/11/2014	06/11/2015	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>						EACH OCCURRENCE \$ <b>15,000,000</b> AGGREGATE \$ <b>15,000,000</b> \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	57WEDD9576	06/11/2014	06/11/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects the Commercial General Liability and Business Auto.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CTYDENV</b>  <b>City and County of Denver</b> <b>144 W Colfax</b> <b>Denver, CA 80202</b>	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 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/03/2014

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).

<b>PRODUCER</b>  Neil Schmitt Agency 9430 S Northshore Dr. Ste. 101 Knoxville, TN 37922	<b>CONTACT NAME:</b> Stacy Bowers																					
	<b>PHONE (A/C, No, Ext):</b> 865-531-0600	<b>FAX (A/C, No):</b> 865-561-0601																				
	<b>E-MAIL ADDRESS:</b> stacy@rneilschmitt.com																					
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td><b>INSURER A :</b> State Farm Fire and Casualty Company</td> <td></td> <td>25143</td> </tr> <tr> <td><b>INSURER B :</b> State Farm Mutual Automobile Insurance Company</td> <td></td> <td>25178</td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A :</b> State Farm Fire and Casualty Company		25143	<b>INSURER B :</b> State Farm Mutual Automobile Insurance Company		25178	<b>INSURER C :</b>			<b>INSURER D :</b>			<b>INSURER E :</b>			<b>INSURER F :</b>	
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<b>INSURER F :</b>																						

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	92-B1-H113-1	06/25/2014	06/25/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	G10 2079-D14-42H	04/14/2014	04/14/2015	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 100,000 \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects the Commercial General Liability.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
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<b>City and County of Denver</b> <b>144 W Colfax</b> <b>Denver, CO 80202</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> <b>Stacy Bowers</b>
	<small>Digitally signed by Stacy Bowers            DN: cn=Stacy Bowers, o=su, email=stacy@rneilschmitt.com, c=US            Date: 2014.08.25 10:10:40 -0400'</small>