

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **LEO EVENTS, LLC**, a Tennessee limited liability company, with its principal place of business located at 411 Monroe Ave., Memphis, TN 38103 (the “Contractor”), jointly “the parties”.

The parties agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under this Agreement with the Executive Director of Denver Arts & Venues (the “Executive Director”) or the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, Scope of Work**, to the City’s satisfaction.

b. The Contractor is ready, willing, and able to provide the services required by this Agreement.

c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in this Agreement and in accordance with the terms of this Agreement.

3. TERM: This Agreement will commence on April 1, 2023, and will expire on December 31, 2023 (the “Term”). The Term may be extended by the City under the same terms and conditions for up to one (1) additional one (1) year renewal terms by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Executive Director.

4. COMPENSATION AND PAYMENT; PAYMENT OF MINIMUM WAGE:

a. Budget: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under this Agreement, including but not limited to all licensing costs, the line item amounts set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**.

Artist Fees. Contractor shall also contract with artist talent and shall be the paying agent for the artist fee. The City will remit an amount not to exceed the amount set forth in Exhibit B for artist payment. Amounts billed for artist fees may not exceed the amount in this Agreement. The Contractor has the obligation to make payments to third party artists out of the funds provided by the City for these fees and the parties are in agreement that the funds provided shall be sufficient to pay the contractual payments required for the third-party artists.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under this Agreement. All of the Contractor's expenses are contained in the budget in **Exhibit B**.

c. Invoicing: The Contractor shall provide the City with invoices as described in **Exhibit B**, in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **ONE MILLION THREE HUNDRED THOUSAND AND NO DOLLARS (\$1,300,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at the Contractor's risk and without authorization under this Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION:

a. The City has the right to terminate this Agreement with cause upon written notice effective immediately, and without cause upon ten (10) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b. Notwithstanding the preceding paragraph, the City may terminate this Agreement if the Contractor 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 the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of this Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in this Agreement.

d. If this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under this Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS:

a. This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code ("D.R.M.C."), designated as §§ 28-117 to 28-199 (the "Goods and Services Ordinance"); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity ("DSBO") is 5%.

b. Under § 28-132, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless there is a change in the work by the City under § 28-133, D.R.M.C. The Contractor acknowledges that:

- (1) If directed by DSBO, the Contractor is required to develop and comply with an approved Utilization Plan and the requirements therein, in accordance with § 28-129(c), D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
- (2) If contract modifications are issued under this Agreement, whether by amendment or otherwise, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-133, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change to the City.

- (3) If there are changes in the work that include an increase in scope of work under this Agreement, whether by amendment or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change or modification shall be immediately submitted to DSBO for notification purposes.
- (4) Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original goal on the contract. The Contractor shall satisfy such goal with respect to the changed scope of work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Contractor shall supply to DSBO all required documentation under §§ 28-128, 28-133, and 28-136, D.R.M.C., with respect to the modified dollar value or work under the contract.
- (5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-135, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
- (6) Termination or substitution of an SBE subcontractor requires compliance with § 28-136, D.R.M.C.
- (7) Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-139 of the Goods and Services Ordinance.
- (8) Should any questions arise regarding DSBO requirements, the Contractor should consult the Goods and Services Ordinance or may contact the designated DSBO representative at (720) 913-1999.

8. EXAMINATION 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, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the forgoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant

to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

9. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of this Agreement constitutes a waiver of any other breach.

10. INSURANCE:

a. General Conditions: The 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. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and during any warranty period. 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 require 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, the 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. The 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: The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. 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 the 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, Auto Liability and Excess Liability/Umbrella (if required), the Contractor and subconsultant's insurer(s) shall include 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, the Contractor's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants:** The Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. **Workers' Compensation/Employer's Liability Insurance:** The 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.

g. **Commercial General Liability:** The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

h. **Automobile Liability:** The Contractor shall maintain Automobile Liability with minimum 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. **Professional Liability (Errors & Omissions):** The Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

11. DEFENSE AND INDEMNIFICATION:

a. The Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and 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 have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

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

c. The Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the 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 the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

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

12. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

13. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

14. INUREMENT: The rights and obligations of the parties to this Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of this Agreement.

15. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

16. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

17. SEVERABILITY: Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

18. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. The Contractor 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.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor 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 this Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

19. NOTICES: All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the Contractor at the address first above written, and if to the City at:

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

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom

notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

20. DISPUTES: All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement

21. GOVERNING LAW; VENUE: This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

23. COMPLIANCE WITH ALL LAWS: The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations, orders, and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations, applicable policies, Executive Orders, and public health orders of the City and County of Denver.

If at any time, in the judgment of the Executive Director, use of the event site by the Contractor and/or its subcontractors/subconsultants is being conducted not in strict accordance with State and local health orders, or the Contractor and/or its subcontractors/subconsultants is engaging in or permitting illegal, indecent, obscene or immoral conduct or activities, the Executive Director shall so notify the Contractor and the Contractor shall either cease and desist from continuing such objectionable use or surrender the Park forthwith upon demand of the Executive Director. The Contractor hereby releases the City and its officers, agents, employees and representatives from any loss or damage occasioned by such cancellation.

It is understood and agreed that the City hereby reserves the right to control and manage the event site and to enforce all necessary and proper rules for the management and operation of the same and for its authorized representatives to enter the portion of the event site at any time and on any occasion. The City also reserves the right, but not the duty, through its duly appointed representatives, to eject any objectionable person or persons from the event site and the Contractor hereby waives any and all claims for damages against the City or any and all of its officers, agents

or employees resulting from the exercise of this authority. The City reserves the right to manage and control all parking facilities within the event site or other property owned by the City.

24. LEGAL AUTHORITY: The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.

25. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any party merely because any provisions of this Agreement were prepared by a particular party.

26. ORDER OF PRECEDENCE: In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement controls.

27. INTELLECTUAL PROPERTY RIGHTS: The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City and shall register such items in the name of the City and County of Denver unless the Executive Director directs otherwise in writing. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

29. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to this Agreement or to services performed pursuant to this Agreement in

any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

30. CONFIDENTIAL INFORMATION:

a. City Information: The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

31. CITY EXECUTION OF AGREEMENT: This Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

32. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: This Agreement is the complete integration of all understandings between the parties as to the subject matter of this Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.

33. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

34. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form

of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

35. LICENSING: The Contractor warrants that all copyrighted material to be performed has been duly licensed and authorized by the copyright owners or their representatives and agrees to indemnify and hold the City harmless from any and all claims, losses, or expenses incurred with regard thereto.

36. PAYMENT OF MINIMUM WAGE: The Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: THTRS-202366494-00
Contractor Name: LEO EVENTS, LLC

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

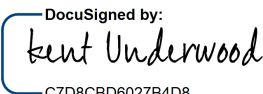
SEAL **CITY AND COUNTY OF DENVER:**

ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number: THTRS-202366494-00
Contractor Name: LEO EVENTS, LLC

By:  C7D8CBD6027B4D8...

Name: kent Underwood
(please print)
Title: Principal
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A - Scope of Work

SCOPE OF WORK:

The selected contractor shall be responsible for all aspects of planning, operating, and producing, a large-scale community festival. This will include but is not limited to:

- Scheduling and/or attending all meetings deemed necessary for professional event production.
- The hiring of subcontractors to provide equipment and support services for the day of the event, including: recruiting vendors to sell food and other products, stage, sound and electrical services, and provision of mobile/trailer staging, lighting, furniture, musical equipment (backline equipment), road closure assistance, including barricades (if required), fencing, tents, portable restrooms, water refill stations, recycling, compost and refuse containers and collection, and any other accessories as deemed necessary.
- Ensuring the festival has a professional presence – staging, tables and chairs, and tents, etc. are uniform in look and in excellent working order.
- The hiring of licensed, unarmed security personnel and off-duty police officers based on current recommendations from the City of Denver Police Department to ensure festival security, including setup, event day and strike.
- The recruitment, training, scheduling, and supervision of volunteers.
- Arranging for all required permits.
- A final Event Production/Staffing Plan, including breakdown of paid staff, volunteers, subcontractors, etc. with Contact Matrix submitted to DAV Program Manager not less than sixty (60) days prior to event.
- Coordinating with and completing all requirements for the City of Denver, Office of Special Events (OSE).
- Submission of a run-of-show to DAV not less than two weeks before the event including but not limited to: detailed event logistics; stage, sound and backline set-up time; signage setup schedule; vendor set up coordination; pre-event, day-of, and post-event clean up; etc.
- Submission of an Emergency Action Plan not less than Forty-five (45) days prior to event date to the DAV Project Manager (final to be submitted to OSE thirty [30] days) before the event including emergency exit plan, emergency signage, locations of emergency services on site, security protocols – line of command, communications, etc. Please see below on the content requirements:
<https://www.denvergov.org/files/assets/public/special-events/documents/info/eventplanningguideupdated010422.pdf>
- Music licensing and reporting for artist set lists.
- Securing an unaffiliated, non-profit partner who will obtain a liquor license and sell alcoholic beverages during the event; non-profit partner will be responsible for all costs related to alcoholic beverage sales, including but not limited to: signage, staffing, materials, and equipment.
- Post-event cleanup, to meet or exceed satisfaction of DAV during final walkthrough review.

The selected contractor **will not** be responsible for advertising, music selection or photography services.

The City of Denver will retain all rights to materials and naming.

All subcontractors will be subject to review and approval by the DAV Program Manager.

OFFICE OF SPECIAL EVENTS:

The selected contractor will be responsible for complying with City and County of Denver Special Events requirements and deadlines as highlighted in the *Office of Special Events (OSE) Special Event Planning Guide*. A comprehensive list of tasks can be found on the City of Denver, Office of Special Events at:

<https://www.denvergov.org/files/assets/public/special-events/documents/info/eventplanningguideupdated010422.pdf>

This list is intended to serve as both a checklist and a guide for tasks related to special events.

These requirements may include but are not limited to:

- Event Information including the dates and attendance.
- All pertinent event details and permits including:
 - o Road Closures
 - o Rolling Road Closures
 - o Parking Meters
 - o Temporary Zone Use
 - o Denver Sales Tax
 - o Food Safety
 - o Special Event Liquor Permits
 - o Denver Police
 - o Security Guard Licenses
 - o RTD Bus and Light Rail impacts
 - o Fire Permits - Tents
 - o Fire Permits - Other
 - o Generator Permits
 - o Stages and Structures
 - o Amplified Sound
 - o Floats/Inflatables, rides or similar entertainment
 - o Vendor information
 - o Additional information as necessary
- Site Plan and/or Route Map
- Community Notifications
- Emergency Medical Requirement
- Special Event Emergency Action Plan
- Public Health Mitigation Plan (if necessary).

These needs and requirements may be subject to additions, changes, or modifications by the date of the event.

PERFORMERS:

All performers will be selected by the Five Points Jazz Festival committee. The Contractor will be required to contract with all performers and pay all performers on the day of the event. The contractor will be required to hold a pre-event meeting with performers no later than one week prior to the event. This

meeting may be conducted in person, remotely, or as a hybrid in-person/remote meeting.

MEETINGS:

Contractor will be expected to attend and conduct meetings as deemed necessary for the successful implementation of the event with the hosting community, Denver Arts & Venues (DAV), the Five Points Jazz Committee, Neighborhood Community Meetings, Business Improvement District Meetings and meetings with the Denver Police Department, the Department of Transportation and Infrastructure, and Denver City Council. The preceding are examples of likely meetings but are not exhaustive.

INTELLECTUAL PROPERTY: All maps, signage, logos, images and other intellectual property produced by the contractors specifically for the purposes of planning and promotion of the Five Points Jazz Festival shall be the property of Denver Arts and Venues.

ALL PRODUCTION NOTES/EVENT FILES created in the planning and implementation of the Five Points Jazz Festival will be shared with Denver Arts and Venues.

EQUIPMENT RENTAL:

The Contractor will be responsible for rental costs of all materials and equipment including but not limited to: heavy equipment (e.g. fork lift trucks, booms, vehicles for moving equipment, etc.), lighting, portable toilets. Contractor may consult industry, the DAV Project Manager or others for recommended service providers. Prioritization must be given to representative neighborhood businesses, followed by businesses physically located in Denver, followed by businesses in the greater Denver area.

SUB-CONTRACTORS:

It is anticipated the Contractor will need to sub-contract for both goods and services to ensure a successful event. Due to the unique history this event celebrates, the Contractor will make reasonable efforts to work directly with neighborhood businesses, organizations and associations when procuring various services.

The Contractor will also be required to abide by any terms set under Ordinance to utilize City of Denver certified minority-owned, women-owned, or small business enterprises.

The special event liquor license must be outsourced to a local third-party non- profit organization with a specific mission to support the Five Points neighborhood. The third- party non-profit will be entitled to keep all net revenues from sales (sales less product, personnel, signage and equipment costs) for furthering the non-profit's mission in the Five Points neighborhood.

VENDORS:

The Contractor will be responsible for selecting all vendors suitable to a family friendly event and for providing basic equipment, locations for vendors to sell products, and basic services such as electrical service and tents.

The Contractor will set reasonable booth fees, subject to DAV Project Manager review and approval. The contractor will also manage all vendor communications, placement of vendors within the festival footprint, supervise and schedule load-in and load-out, etc.

Contractor will coordinate with DAV ensuring all vendors have paid the applicable fee prior to the event date and deny vendors who have not paid the applicable fee or provided proof of payment.

Payment of booth fees will be made directly to the City and County of Denver via either; 1. An electronic payment portal; 2. By check/money order.

1. Contractor will provide selected vendors with a link to a payment portal with a with an invoice upon request by any vendor. DAV will provide the Contractor with the link to the payment portal by April 1 of the applicable year or by a date negotiated between the Contractor and DAV.
2. Payments made by check or money order must be made out to:

Manager of Finance

And must be addressed and mailed to:

Denver Arts & Venues
C/O Denver Arts & Venues Finance
1345 Champa St.
Denver, CO. 80204

Memos should note the business name and "SPJF Booth Fee."

DAV will provide a weekly report to the Contractor which will include the payee name and amount of payment.

The DAV Project Manager retains the right to revise any vendor plan suggested by the Contractor.

PERMITTING:

The Contractor will be responsible for obtaining all required permits including but not limited to: fire, street closure, parking meters, generators, and RTD Bus and Light Rail.

Pricing for permits may be invoiced to the City of Denver at cost.

EVENT PRODUCTION STAFFING PLAN AND SITE PLAN:

A draft Event Production/Staffing Plan that demonstrates adequate provision for festival planning, permitting, security, vendor, volunteer, stage and waste management, and production (festival set-up, break-down, and day of management), etc. will be submitted by the contractor with Request for Proposal (RFP) Bid submission.

A Site Plan that includes festival footprint; parking (staff, accessible, musician, VIP, and vendors); setup and break down routes; locations of entrances and exits, emergency services, command center, emergency exits, barriers, fencing, stages, vendors, bars, porta potties, and water refill stations, etc. will be shared with the DAV Program Manager not less than One Hundred Twenty (120) days prior to the event.

SECURITY:

Contractor will be responsible for providing proper security for the duration (including set-up and break-down) of the event. Security may be provided by a private company; however, the selected contractor must employ a sufficient number of off-duty police officers during event hours based on projected attendance. Contractor is responsible for ensuring that private security is compliant with all City of Denver Ordinance, rules and regulations regarding licensing and weapons.

HEALTH AND SAFETY:

Contractor will be responsible for ensuring properly licensed EMTs are on site. No fewer than four (4) fully licensed EMT's must be available during festival hours. In addition, contract must ensure that one (1) ambulance is available for emergency medical transport, and that no less than one (1) medical station/tent is available during festival hours.

These requirements are subject to Office of Special Events regulations which may require additional personnel and equipment or be more rigorous than the requirements listed above. If there is any discrepancy, the Office of Special Events regulations and requirements shall control.

WEATHER:

Weather is inherently difficult to predict and may impact the festival. Except in the case of a tornado, blizzard, or other weather emergency the event is expected to be held. The City shall retain the right to terminate or postpone this Agreement, without penalty, in the event City determines that such action is necessary to ensure the health and safety of the visiting public.

IN EVENT OF CANCELLATION:

All prepaid deposits must be returned to DAV prior to issuance of final payment to the Contractor for services rendered and approved event-related costs associated with event cancellation. In the event a subcontractor does not return the entire deposit, Denver Arts & Venues and the Contractor will negotiate a mutually agreeable allocation for the lost portion of the deposit.

POST-EVENT CLEANUP:

The Contractor will be responsible for ensuring that the festival footprint and immediate surroundings, including designated event parking, are left in a clean and tidy condition, free of all festival debris, within 24 hours of the posted event conclusion time. This includes return of all rental equipment (fencing, barriers, port-a-potties, hand washing stations, tents, tables, chairs, golf carts, wheelchairs, stage equipment, etc.) and removal of trash, zip ties, signage and other event materials. Contractor will schedule street sweeping immediately after the event, once rental equipment has been removed. The contractor will schedule a post clean-up walkthrough with the DAV Program Manager to ensure area is clean and free of festival trash and equipment.

SPONSORSHIP:

DAV retains all rights and permissions to engage sponsors for the Five Points Jazz Festival.

CONTACT:

The primary DAV point of contact will be Sonia Rae. Contractor will address all questions to her at:

Contact: Sonia Rae

Email: Sonia.Rae@denvergov.org

A Contractor key personnel and subcontractor personnel Contact Matrix is to be maintained by the Contractor and provided to DAV at the time of RFP submission. DAV may optionally provide additional contacts to be included in the Contact Matrix. Updates to the matrix are required on a monthly basis by the first Friday of the calendar month.

PROPOSED PRODUCER FEE SCHEDULE:

Proposed production fee will be paid in installments of:

- Within 30 days of contract execution – 40% of production fee.
- Proof of securing required pre-approved sub-contractor(s) (including proof of securing Minority/Women Business Enterprise [MWBE] partners that meet DSBO goals as highlighted above) has been obtained, subject to review and approval by the DAV Project Manager – 25% of production fee.
- Completion of all steps as highlighted in the Office of Special Events (OSE) Special Event Planning Guide and subsequent receipt of Special Events Permit, subject to review and approval by the DAV Project Manager. – 20% of production fee.
- Upon completion of final debrief and evaluation (including final post-cleanup walkthrough and requested reporting) – 15% of production fee.

REIMBURSABLES:

The Contractor will be reimbursed for rental costs in relation vendors (tents, generators, tables and chairs), musical production (staging, audio equipment, back line, piano, and other preset musical equipment), accessibility features (ex: wheelchairs, stage lift), Kids Zone equipment and activations (air jumpers, face painters, etc.), as well as fencing, barriers, magnetometers, and other emergency equipment required by fire, police, and EMTs for the safety and security of the festival.

The following are representative examples of reimbursable and non-reimbursable expenses. Non-reimbursable expenses are generally held to be the responsibility of the Contractor and considered part of their fee. Additional costs incurred due to errors or omissions on the part of the Contractor and subcontractors will not be reimbursed.

| Production Team Expenses (not reimbursable) | City Event Related Expenses (reimbursable) |
|---|--|
| All festival production personnel including but not limited to: set-up and break-down crew, trash and cleaning crew, vendor and volunteer management, non-profit partner management of drink ticket sales and drink stations, stage management, security, event management, personnel travel costs. | All emergency staffing including EMTs, uniformed and off duty police officers. |

| | |
|--|--|
| All equipment deemed necessary for event production set-up and break-down as outlined in EQUIPMENT RENTAL in Exhibit A | All equipment deemed necessary for stages, sound, back-line, vendor needs, and safety and security as outlined in REIMBURSABLES above |
| Fuel, transportation, meals, and housing costs related to production and security personnel for the purposes of the festival. T-shirts for security in the event they do not have a regular uniform. | Volunteer and DAV staff meals. T-shirts for staff and crew (with the exception of security). |
| Printing costs related to bar and drink stations such as drinks menus (these should be reimbursed by the non-profit partner running the drinks stations). | Printing of: all banners and signs for the event (with the exception of drink stations), maps, credentials for staff, crew, press, and volunteers. |
| | Permits and musicians fees |

Exhibit B

Payment shall be arranged in installments based on work-related milestones and other expenses required to retain services of subcontractors and vendors for materials and services needed for the festival. Two different fee schedules will apply, the “Producer Fee Schedule” and the “Rental Expenses” schedule.

Initial payment will be issued **net-15** from the date a City of Denver purchase order **is issued** under contract TBD and a complete and responsive invoice from the Contractor has been received. A fully complete and responsive invoice requires, in addition to the requirement set forth in the Prompt Pay Ordinance, that all goods and services to be delivered or completed to satisfaction, certified payrolls have been submitted when “prevailing wages” apply, and that the invoice adheres to the terms and conditions of the City’s Purchase Order.

Subsequent payments will be issued **net-15** from the date on which a complete and responsive invoice from the Contractor is received.

FEE SCHEDULE FOR INITIAL “TERM”:

Total fee, including staffing and production costs, excluding costs not accounted for identified below, shall not exceed \$235,255.

The total production fee shall not exceed \$98,330, as shown in Budget Summary. Production fee will be paid in installments of:

- Within 30 days of contract execution – 40% of production fee.
- Proof of securing required pre-approved sub-contractor(s) (including proof of securing Minority/Women Business Enterprise [MWBE] partners that meet DSBO goals as highlighted above) has been obtained, subject to review and approval by the DAV Project Manager – 25% of production fee.
- Completion of all steps as highlighted in the Office of Special Events (OSE) Special Event Planning Guide and subsequent receipt of Special Events Permit, subject to review and approval by the DAV Project Manager. – 20% of production fee
- Upon completion of final debrief and evaluation (including final post-cleanup walkthrough and requested reporting) – 15% of production fee.

Staffing fee costs shall not exceed \$136,925, as shown in Budget Summary, and shall be invoiced as identified below.

- Within 30 days of contract execution – Production Staff fee of \$36,200, as shown in Budget Summary.
- Festival Staff fee not to exceed \$100,725, as shown in Budget Summary, shall be paid in installments of:
 - \$50,000 due 30 days prior to event date
 - Remainder of fees due 30 days after final Festival Staff responsive invoice received

The DAV Project Manager has final determination on whether the Contractor has met the milestone requirements and whether payment is authorized.

RENTAL & OTHER EXPENSES:

DAV will compensate at cost, deposits and/or other fees paid that are incurred during festival production.

REIMBURSABLES:

The Contractor will be reimbursed for rental costs in relation vendors (tents, generators, tables and chairs), musical production (staging, audio equipment, back line, piano, and other preset musical equipment), accessibility features (ex: wheelchairs, stage lift), Kids Zone equipment and activations (air jumpers, face painters, etc.), as well as fencing, barriers, magnetometers, and other emergency equipment required by fire, police, and EMTs for the safety and security of the festival.

The following are representative examples of reimbursable and non-reimbursable expenses. Non-reimbursable expenses are generally held to be the responsibility of the Contractor and considered part of their fee. Additional costs incurred due to errors or omissions on the part of the Contractor and subcontractors will not be reimbursed.

| Production Team Expenses (not reimbursable) | City Event Related Expenses (reimbursable) |
|---|---|
| All festival production personnel including but not limited to: set-up and break-down crew, trash and cleaning crew, vendor and volunteer management, non-profit partner management of drink ticket sales and drink stations, stage management, security, event management, personnel travel costs. | All emergency staffing including EMTs, uniformed and off duty police officers. |
| All equipment deemed necessary for event production set-up and break-down as outlined in EQUIPMENT RENTAL in Exhibit A | All equipment deemed necessary for stages, sound, back-line, vendor needs, and safety and security as outlined in REIMBURSABLES in Exhibit B |
| Fuel, transportation, meals, and housing costs related to production and security personnel for the purposes of the festival. T-shirts for security in the event they do not have a regular uniform. | Volunteer and DAV staff meals. T-shirts for staff and crew (with the exception of security). |
| Printing costs related to bar and drink stations such as drinks menus (these should be reimbursed by the non-profit partner running the drinks stations). | Printing of: all banners and signs for the event (with the exception of drink stations), maps, credentials for staff, crew, press, and volunteers. |
| | Permits and musicians fees |

Performer fees will be paid to the Contractor by DAV approximately thirty (30) days prior to event date, and upon receipt of a fully responsive invoice, to ensure payments to performers are available on the event date.

Contractor may invoice as frequently as bi-weekly for deposit, rental, and similar expenses during the period of performance covered under the contract.

Five Points Jazz Festival

Denver, CO: June 10, 2023

Budget Summary

Submitted by LEO Events

Submitted on: February 20, 2023



| Production | | |
|------------------|--|-----------|
| Description | | Total |
| Travel | | \$38,580 |
| Hotel | | \$25,300 |
| Catering | | \$22,005 |
| Miscellaneous | | \$12,445 |
| Production Total | | \$ 98,330 |

| Staffing | | |
|----------------|----|------------|
| Description | | Total |
| Production | \$ | 36,200 |
| Festival | \$ | 100,725 |
| Staffing Total | | \$ 136,925 |

| | | |
|------------------|----|---|
| Partner Discount | \$ | - |
|------------------|----|---|

| | | |
|-------------|----|---------|
| Grand Total | \$ | 235,255 |
|-------------|----|---------|

| Not Included In Current Budget: |
|--|
| <i>All licenses, permits, royalties and fees from/to governing authorities</i> <i>Venue power and in-house electrician</i> <i>Venue rental costs and fees</i> <i>Venue staffing and in-house Event Technology liaison fees</i> |
| Supporting Budget Notes: |
| <i>Any dollars beyond this budget added will be approved by Denver Arts & Venues in advance</i> <i>LEO will reallocate budget allocated between categories as needed and will remain in approved budget</i> <i>Rigging is based on a preliminary estimate.</i> <i>Once the final set design is selected the in-house vendor will provide a revised pre-show estimate</i> <i>and the budget may be adjusted</i> |

Five Points Jazz Festival
Denver, CO: June 10, 2023
Production Detail

Submitted by LEO Events
Submitted on: February 20, 2023



| Travel | | | | | \$38,580 |
|---------------------|------|----------|------------|------------|----------|
| Description | Unit | Quantity | # of Units | Unit Price | Total |
| Airfare | Fee | 1 | 30 | \$800 | \$24,000 |
| Car/Van rental | Fee | 9 | 6 | \$270 | \$14,580 |
| | | | | | \$0 |
| Hotel | | | | | \$0 |
| Hotel | | | | | \$25,300 |
| Description | Unit | Quantity | # of Units | Unit Price | Total |
| Hotel | Days | 1 | 110 | \$230 | \$25,300 |
| Catering | | | | | \$22,005 |
| Description | Unit | Quantity | # of Units | Unit Price | Total |
| Crew Catering | Fee | 1 | 1 | \$ 22,005 | \$22,005 |
| Miscellaneous | | | | | \$12,445 |
| Description | Unit | Quantity | # of Units | Unit Price | Total |
| Site Visit Expenses | Fee | 1 | 1 | \$12,445 | \$12,445 |
| Production Total | | | | | \$98,330 |

| Production | | | | | \$ | 36,200 |
|---|------|----------|------------|------------|-------|---------|
| Pre-Production | Unit | Quantity | # of Units | Unit Price | Total | |
| Production Manager | Days | 1 | 1 | \$ 1,500 | \$ | 1,500 |
| Lead Stage Manager | Days | 1 | 1 | \$ 1,300 | \$ | 1,300 |
| * Stage Manager(s) | Days | 10 | 1 | \$ 1,000 | \$ | 10,000 |
| Talent Buyer @ 20% of \$38,000 | Unit | 1 | 1 | \$ 7,600 | \$ | 7,600 |
| | | | | | | |
| On-Site | Unit | Quantity | # of Units | Unit Price | Total | |
| Production Manager | Days | 1 | 3 | \$ 1,500 | \$ | 4,500 |
| Lead Stage Manager | Days | 1 | 1 | \$ 1,300 | \$ | 1,300 |
| * Stage Manager(s) | Days | 10 | 1 | \$ 1,000 | \$ | 10,000 |
| | | | | | | |
| **Does not include hourly stage labor** | | | | | | |
| Festival | | | | | \$ | 100,725 |
| Pre-Production | Unit | Quantity | # of Units | Unit Price | Total | |
| Event Director | Days | 1 | 14 | \$ 1,100 | \$ | 15,400 |
| Event Project Manager | Days | 1 | 14 | \$ 1,000 | \$ | 14,000 |
| Community Relations | Days | 1 | 10 | \$ 650 | \$ | 6,500 |
| Artist Relations Lead | Days | 1 | 2 | \$ 650 | \$ | 1,300 |
| Vendor Lead | Days | 1 | 2 | \$ 650 | \$ | 1,300 |
| Emergency Management | Days | 1 | 2 | \$ 1,300 | \$ | 2,600 |
| Food/Beverage | Days | 1 | 4 | \$ 700 | \$ | 2,800 |
| Catering | Days | 1 | 3 | \$ 700 | \$ | 2,100 |
| Volunteer Manager | Days | 1 | 4 | \$ 700 | \$ | 2,800 |
| | | | | | | |
| On-Site | Unit | Quantity | # of Units | Unit Price | Total | |
| Event Director | Days | 1 | 4 | \$ 1,100 | \$ | 4,400 |
| Event Project Manager | Days | 1 | 4 | \$ 1,000 | \$ | 4,000 |
| Production Coordinator | Days | 2 | 3 | \$ 700 | \$ | 4,200 |
| Operations Lead | Days | 1 | 7 | \$ 700 | \$ | 4,900 |
| Operations Team | Days | 5 | 3 | \$ 855 | \$ | 12,825 |
| Artist Relations Lead | Days | 1 | 1 | \$ 650 | \$ | 650 |
| * Artist Relations Team | Days | 10 | 1 | \$ 650 | \$ | 6,500 |
| Vendor Lead | Days | 1 | 2 | \$ 650 | \$ | 1,300 |
| Vendor Coordinators | Days | 2 | 2 | \$ 650 | \$ | 2,600 |
| Community Relations | Days | 1 | 3 | \$ 650 | \$ | 1,950 |
| Emergency Management | Days | 1 | 2 | \$ 1,300 | \$ | 2,600 |
| Runners | Days | 1 | 1 | \$ 400 | \$ | 400 |
| Food/Beverage | Days | 1 | 2 | \$ 700 | \$ | 1,400 |
| Catering | Days | 1 | 2 | \$ 700 | \$ | 1,400 |
| Volunteer Manager | Days | 1 | 2 | \$ 700 | \$ | 1,400 |
| Volunteer Coordinator | Days | 1 | 2 | \$ 700 | \$ | 1,400 |
| | | | | | | |

Five Points Jazz Festival
Denver, CO: June 10, 2023
LEO Staffing Detail



Submitted by LEO Events
Submitted on: February 20, 2023

| | | |
|------------------------|----|---------|
| Staffing Total | \$ | 136,925 |
| Staff Grand Total | \$ | 136,925 |
| Production Sub-Total | \$ | 98,330 |
| Production Grand Total | \$ | 98,330 |
| Grand Total | \$ | 235,255 |

EXHIBIT C
CERTIFICATE(S) OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE
07/25/2022

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 Affinity Insurance Services Aon Affinity Travel Practice 900 Stewart Avenue, 4th Floor Garden City, NY 11530 | CONTACT NAME: Peter F. Maidhof | |
| | PHONE (A/C, No, Ext): 1-(800) 803-1213 | FAX (A/C, No): (516) 294-1821 |
| | E-MAIL ADDRESS: peter.maidhof@aon.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| | NAIC # | |
| | INSURER A: Arch Insurance Company (AIC) | |
| INSURED Leo Events, LLC 411 Monroe Avenue Memphis, TN 38103 | INSURER B: | |
| | INSURER C: | |
| | 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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | X | | TAP0194497-01 | 06/04/2022 | 06/04/2023 | EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Each Occurrence) \$50,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | X | | TAP0194497-01 | 06/04/2022 | 06/04/2023 | COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION | N/A | | | | | EACH OCCURRENCE AGGREGATE |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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 | | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT |
| A | ERRORS & OMISSIONS PROFESSIONAL LIABILITY | X | | TAP0194497-01 | 06/04/2022 | 06/04/2023 | EACH NEGLIGENT ACT OR NEGLIGENT OMISSION \$5,000,000 |

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

The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as an Additional Insured but only with respect to the operations of the Named Insured in connection with the travel and/or tour services provided.

CERTIFICATE HOLDER

City and County of Denver
 Arts and Venues
 1345 Champa St.
 Denver, CO 80204

CANCELLATION

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)

2/20/2023

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 have ADDITIONAL INSURED provisions or 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 Higginbotham Insurance Agency, Inc. 500 W. 13th Street Fort Worth TX 76102 | CONTACT NAME: PHONE (A/C, No. Ext): 800-728-2374 FAX (A/C, No): 817-882-9284 E-MAIL ADDRESS: | | | | | | | | | | | | | | |
|---|--|-------------------------------|--------|--|-------|---------------------|-------|---|-------|---|-------|-------------|--|-------------|--|
| INSURED LEO Events, LLC 411 Monroe Avenue Memphis TN 38103 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hiscox Insurance Company, Inc.</td> <td>10200</td> </tr> <tr> <td>INSURER B : Lloyd's</td> <td>15642</td> </tr> <tr> <td>INSURER C : Hartford Accident And Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER D : Travelers Commercial Casualty Company</td> <td>40282</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Hiscox Insurance Company, Inc. | 10200 | INSURER B : Lloyd's | 15642 | INSURER C : Hartford Accident And Indemnity Company | 22357 | INSURER D : Travelers Commercial Casualty Company | 40282 | INSURER E : | | INSURER F : | |
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| INSURER F : | | | | | | | | | | | | | | | |

License#: 2081754
LEOEVEN-01

COVERAGES**CERTIFICATE NUMBER:** 2026620187**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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------------------------------|----------|-------------------------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <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 <input type="checkbox"/> OTHER: | | | | | | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$ |
| C | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 20UECKI4795 | 5/18/2022 | 5/18/2023 | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$1,000,000 \$ \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE AGGREGATE \$ \$ \$ |
| D | 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 <input type="checkbox"/> | N / A | UB1J214101 | 6/4/2022 | 6/4/2023 | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| A B | Tech E&O and Cyber Excess Tech E&O and cyber | | | MPL162582022 ESK0033499594 | 9/3/2022 9/3/2022 | 9/3/2023 9/3/2023 | 1,000,000 1,000,000 |

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 with regards to the appropriate policies ONLY.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver
Arts and Venues
1345 Champa St.
Denver CO 80204

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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