

## **SPONSORSHIP AGREEMENT**

**THIS SPONSORSHIP AGREEMENT** (this “**Agreement**”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized and existing under and by virtue of Article XX of the Constitution of the State of Colorado (the “**City**”), and **BIRDCALL RED ROCKS LLC**, a Colorado limited liability company, located at 855 Wyandot Street, Suite 102, Denver, Colorado 80204 (“**Sponsor**”).

1. **RECITALS:** The City through Denver Arts and Venues owns and operates certain public entertainment venues, specifically the Quigg Newton Denver Municipal Auditorium “Ellie Caulkins Opera House,” the Buell Theatre, and Boettcher Concert Hall (sometimes referred to collectively as the “Denver Performing Arts Complex”), Red Rocks Amphitheatre, the Historic Denver Coliseum, and the Colorado Convention Center. The City also produces and promotes certain events.

Sponsor is a quick-service fried chicken concept that provides natural food products. Sponsor would like to obtain certain sponsorship opportunities in connection with the Red Rocks Amphitheatre (the “**City Venue**”).

The City and Sponsor have, therefore, agreed to a sponsorship arrangement in accordance with the following terms and conditions.

2. **AGREEMENT:** By and in consideration of the mutual promises set forth hereafter, the parties agree as follows:
  - 2.1 **Grant of Sponsorship Rights and Benefits.** Sponsor shall be entitled to the rights and benefits set forth in **Exhibit A** during the Term (as defined below) of this Agreement. Any unused tickets, hospitality, and assets will not rollover from one season to the next and must be utilized in each term year.
  - 2.2 **Sponsorship Rights Fees.** In consideration of the rights and benefits provided to Sponsor as set forth in this Agreement, Sponsor shall pay to the City the fees set forth in **Exhibit B**.
  - 2.3 **Uses and Protection of Trademarks/Service Marks and Other Intellectual Property.** The City and Sponsor each acknowledge that the other party owns certain names, trademarks, service marks, copyrights and other intellectual property associated with their respective businesses which marks will be specifically identified on **Exhibit C** (hereinafter collectively referred to as “**Marks**”), and each owns certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks.

It is agreed and understood that in marketing and promoting events at the City Venue (the “**Events**”) and various activities associated therewith, the City and Sponsor may make various references to each other and may display the Marks of the City and Sponsor as well as photographs or graphic

images of these activities. Each party grants to the other a non-exclusive, non-transferable license to use its Marks during the Term of this Agreement, subject to the terms and conditions hereafter set forth, solely in connection with advertising and promoting the Events and activities incidental thereto. The City and Sponsor shall agree in writing as to the form and content of any promotional or advertising materials which bear the other party's Marks, and the media in which such materials are to be used prior to their use, which approval the parties shall not unreasonably withhold. Such use may be subject to such reasonable conditions as either party may impose, including, but not limited to, conditions affording each party adequate protection of its Marks. Upon termination or expiration of this Agreement, both parties shall cease all use of the Marks of the other party as soon as practicable, but, in any event, within 30 days, unless the particular media which has been approved requires a longer lead time, but in no event longer than 90 days.

Neither party will challenge or assist in a challenge to the validity of the other party's Marks, any registrations thereof or the ownership thereof. Each party will be solely responsible for taking such actions, as it deems appropriate to obtain trademark, service mark, or other protection of its respective Marks.

Neither party is granted any right or license under this Agreement to sell or otherwise distribute for sale, any of the promotional advertising material or items related thereto, unless specifically set forth herein. If a party desires to sell or distribute for sale any of such materials or other merchandising or novelty items bearing the Marks of the other party, then it shall request permission to do so from the other party and, if granted, the parties shall negotiate in good faith a separate licensing agreement covering such materials or items before they may be sold or distributed for sale.

- 2.4 Third Party Infringement. The City is not responsible for any third party infringement of Sponsor's copyrights, and is not responsible for protecting the intellectual property rights of Sponsor.
- 2.5 Filming of Sponsor Marks. Sponsor understands and acknowledges that the City often issues film permits to persons and entities wishing to film at a City Venue, whether still, motion picture, or otherwise. Notwithstanding any other provision of this Agreement, Sponsor recognizes and permits the City to issue such permits to persons and entities, to include Sponsor's Marks and surrounding site, and Sponsor holds the City harmless therefore. Sponsor will not hold or seek to hold the City liable in any way for the acts of any person or entity utilizing such a film permit, or their filming or use of the Sponsor's Marks.
- 2.6 Approval of Promotional Concepts. Each party reserves the right to approve all promotional concepts, which the other party wishes to use in connection

with its identification with the first party. Under no circumstances will promotions which reflect unfavorably upon the City, or which are prohibited or restricted by law, rule, regulation, or executive order, be approved by the City.

- 2.7 Exclusivity. This Agreement between the City and Sponsor, including the rights and benefits provided herein, shall NOT be exclusive.

Sponsor shall be subject to Arts & Venues Denver Venue Sponsorship Policy, as the same may be amended from time to time. A copy of the current policy is attached hereto as **Exhibit D**.

- 2.8 Independent Status. It is agreed and understood between the parties that nothing contained herein shall constitute or imply an agreement or understanding of joint venture, agency, partnership or employment between the parties, and neither party shall have the authority to incur any financial or contractual obligations on behalf of the other party. Sponsor shall have no power of direction and control over the City or the City's employees, agents, subcontractors, or volunteers, or the manner or method utilized by the City in the performance of its functions. The City shall determine and have sole discretion over the manner and methods utilized to achieve the results desired by Sponsor and shall be solely responsible for the direction, control and supervision of Sponsor's acts and those of Sponsor's agents, employees, volunteers, and subcontractors relating to the performance of this Agreement.

- 2.9 Indemnification. Sponsor shall (i) defend, release, indemnify and save and hold harmless the City and (ii) with respect to the serving, selling, and/or sampling by Sponsor of Sponsor products, release, indemnify and save and hold harmless ARAMARK Sports and Entertainment Services, LLC, a Delaware limited liability company ("**Aramark**"), as concessionaire of the Red Rocks Amphitheatre (including the Visitor Center and Trading Post) and the Denver Coliseum: (x) against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City or Aramark ("**Damages**"), and (y) from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, including workers' compensation claims, of or by anyone whomsoever ("**Claims**"). Sponsor's foregoing obligations shall apply to Damages and Claims in any way resulting from or arising out of and to the extent caused by acts, errors, or omissions of Sponsor or its officers, employees, representatives, suppliers, invitees, licensees, subconsultants, subcontractors, or agents in the performance under this Agreement; provided, however, that Sponsor need not indemnify and save and hold harmless the City, its officers, agents, and employees from damages proximately resulting from the sole negligence of the City's officers, agents, and employees. This indemnity clause shall also

cover the City's defense costs, in the event that the City, in its sole discretion, elects to provide its own defense. Defense costs coverage must be included in the liability coverage provided for the City and County of Denver, its officers, officials and employees as additional insureds. These indemnification obligations shall survive the termination of this Agreement by expiration of the Term hereof or otherwise.

## 2.10 Insurance.

- a) General Conditions: Sponsor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Sponsor shall keep the required insurance coverage in force at all times during the term of the 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, Sponsor 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. Sponsor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Sponsor. The Sponsor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- b) Proof of Insurance: Sponsor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Sponsor certifies that the certificate of insurance attached as **Exhibit E**, 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 Sponsor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

- c) Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Sponsor and any subcontractor/consultant'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, Sponsor's insurer shall waive subrogation rights against the City.
- e) Subcontractors and Subconsultants: Sponsor 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 Sponsor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- f) Workers' Compensation/Employer's Liability Insurance: Sponsor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- g) Commercial General Liability: Sponsor 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: Sponsor 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.

2.11 Term. The term of this Agreement shall commence as of **April 1, 2025**, (the "**Effective Date**"), and shall end at 12 o'clock midnight on **December 31, 2029** (the "**Term**").

2.12 Termination. Either party may terminate this Agreement as follows:

- a) If the other party commits a material breach of this Agreement and fails to cure said breach after receiving 30 days' notice in writing of the alleged breach from the aggrieved party.
- b) If the other party is unable to pay its liabilities when due, or makes an assignment for the benefit of creditors, or files a petition under any federal or state bankruptcy statute, or files a voluntary petition in bankruptcy, or is adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if a trustee in bankruptcy or insolvency is appointed under the laws of the United States government or of the several states.
- c) Sponsor may terminate this Agreement upon the termination for any reason of the Concession License Agreement by and between Aramark and Sponsor dated as of April 10, 2025, in relation to the City Venue.
- d) The City, its Concessionaire Aramark, or any successor Concessionaire may terminate the Concession License Agreement or any successor agreement should this Agreement be terminated for any reason.

2.13 Effect of Termination. In the event this Agreement expires in accordance with its own Term, or is terminated prior to expiration as set forth above, each party shall cease using the other party's Marks. As soon as practicable after termination, each party shall use all reasonable efforts to cease distribution of materials or broadcast of television promotional spots and other similar activities that reflect the relationship of the parties or the parties' Marks.

2.14 Offerings at Concession Premises. As a condition of this Sponsorship Agreement, the Parties agree to certain limitations and treatment of offerings sold from the Sponsor's location under any Concessionaire License Agreement between Sponsor and the City's Concessionaire, currently Aramark. Outside of Birdcall offerings, the contracted concession location will only serve mutually agreed upon hot entrée items. Novelty items such as candy and popcorn, and selected retail items will be sold out of this location and will not be counted as Sponsor sales for the purpose of commissions paid to Sponsor by Aramark.

2.15 Miscellaneous General Provisions.

- a) Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties, as well as their respective

successors in interest, whether by merger, reorganization or acquisition.

- b) Assignment. Neither party shall assign or transfer its rights, nor delegate its obligations under this Agreement to any third party without the prior written approval of the other party, which may be withheld for any or no reason, with the exception that such assignment may be made without obtaining consent to (i) any affiliate of a party, or (ii) any entity (or its affiliate) acquiring all or substantially all of the assets or stock, by merger or otherwise, of a party or any affiliate of a party. For purposes of this provision, "affiliate" shall mean any entity controlling, controlled by or under common control with the referenced party.
- c) Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior agreements between the said parties, whether written or oral, no representation, inducement, promises or agreements or otherwise, which are not embodied herein, shall be of any force or effect. This Agreement may not be amended or otherwise modified except by written agreement executed and authorized by all parties.
- d) Severability. Any provisions of this Agreement prohibited by law, or found to be invalid by any court or agency having jurisdiction thereof, shall be ineffective to the extent of such prohibition or invalidity, without in any way invalidating or affecting the remaining provisions of this Agreement.
- e) Counterparts. This Agreement may be executed in any number of counterparts, who together shall constitute one and the same instrument, but shall be effective only upon execution by each of the parties named below.
- f) Notice. Any notice, request, approval or consent under this Agreement to be given by either party to the other shall be given in writing, and shall be considered served when delivered in person, or three (3) days after the date mailed by certified or registered mail, return receipt requested, addressed to the recipient at its address set forth below, or to such other address as the recipient may subsequently have furnished in writing to the sender.

CITY:

City and County of Denver

Director, Arts and Venues Division  
1345 Champa Street, First Floor  
Denver, Colorado 80204

SPONSOR:

Birdcall Red Rocks LLC  
855 Wyandot Street, Suite 102  
Denver, Colorado 80204

- g) Force Majeure. Neither party shall be deemed in default hereunder and neither shall be liable to the other if either is subsequently unable to perform its obligations hereunder by reason of any fire, earthquake, flood, epidemic, accident, explosion, strike, riot, civil disturbance, act of public enemy, embargo, act of God, any municipal, county, state, or national ordinance or law, any executive or judicial order, or similar event beyond the parties' control; provided, however, that no party shall be entitled to relief under this Paragraph unless such party shall have given the other party reasonable notice of such event, and shall have exhausted all reasonable means of complying or implementing alternative means of compliance with its contractual obligations hereunder.
- h) Governing Law, Venue. This Agreement shall be governed by and interpreted under the laws of the State of Colorado and the City and County of Denver. Any action regarding this Agreement shall be filed in the District Court in and for the Second Judicial District of the State of Colorado, without regard to any statute or rule of law which would suggest or require another venue.
- i) Authority. The City and Sponsor represent and warrant that each, respectively, has full power and authority to enter into this Agreement.
- j) Exhibits. All references to exhibits herein are to exhibits that are specifically incorporated by reference to this Agreement.
- k) Headings. All headings and captions are for convenience only, and shall in no way affect their construction and interpretation.
- l) Survival. The provisions of this Agreement, and the obligations of the parties which, by their own terms, contemplate actions to be performed after termination, including, but not limited to, payment of fees and other consideration, and the terms of this Agreement regarding indemnification, effect of termination, governing law,



venue, and Marks, shall survive the termination of this Agreement.

- m) No Express Or Implied Agency. This Agreement shall not be valid or binding in any way upon the City until fully executed by the City's authorized representatives appearing below.
- n) No Discrimination In Employment. In connection with the performance of work under the Agreement, the Sponsor 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 Sponsor shall insert the foregoing provision in all subcontracts.
- o) No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Sponsor, and nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. It is the express intention of the City and Sponsor that any person other than the City or Sponsor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- p) Examination of Records and Audits: 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 Sponsor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Sponsor shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the 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 Sponsor to make disclosures in violation of state or federal

privacy laws. The Sponsor shall at all times comply with D.R.M.C. 20-276.

- r) Compliance With Denver Wage Laws: To the extent applicable to the Sponsor's provision of Services hereunder, the Sponsor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Sponsor expressly acknowledges that the Sponsor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Sponsor, 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.
- s) Electronic Signatures and Electronic Records. Sponsor consents to the use of electronic signatures. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically 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.

**[Remainder of page intentionally left blank.]**

**Contract Control Number:**  
**Contractor Name:**

THTRS-202578693-00  
BIRDCALL RED ROCKS 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:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_  
  
By: \_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

THTRS-202578693-00  
BIRDCALL RED ROCKS LLC

By:

Signed by:

*Mark Lohmann*

7B11C05880E340B...

Name:

Mark Lohmann

(please print)

Title:

CEO

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

**Scope of Sponsorship Benefits  
Exhibit A**

<b>RED ROCKS ASSETS</b>
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**Product Sales:**

- Opportunity to have a branded concession location within Red Rocks Amphitheatre. Location identified as Lower South Concession. All branding elements and equipment needs will be the responsibility of Birdcall. Branding elements must be approved by Denver Arts & Venues.
- A separate subcontractor agreement with Aramark must be completed prior to any Birdcall related work or activities taking place in the Lower South Concession location.

**On-site:**

- One (1) 10' x 10' activation footprint at up to five (5) mutually agreed upon concerts/shows.

**Signage:**

- Entrance Signage – Signage on one (1) bike barricade at the South Ramp Entrance of Red Rocks with custom message, “Come visit us at the Lower South Concession Location” or something similar. Branding must be approved by Denver Arts & Venues.
- Stage Screen – Two (2) slides in the Intermission Slide Show at all public, ticketed concerts/shows at Red Rocks. Branding must be approved by Denver Arts & Venues.

**Digital:**

- One (1) Run of Site ad on the Red Rocks Amphitheatre website.
  - Minimum 500,000 impressions.
  - Branding and messaging must be approved by Denver Arts & Venues.
- Inclusion on the Eat & Drink page of the Red Rocks website. Branding must be approved by Denver Arts & Venues.
- Two (2) Social Media Posts. The Denver Arts & Venues Social Media Team will collaborate with Birdcall to determine appropriate content, timing and platforms for each of the posts.
- Know Before You Go Email - inclusion as the Featured Food Concept in the Know Before You Go email messages sent to all concert/show ticket purchasers for one (1) month. Branding must be approved by Denver Arts & Venues.
- Thank You Email – inclusion as the Featured Partner in the Thank You Email messages sent to all concert/show attendees during a three (3) month period. Branding must be approved by Denver Arts & Venues.

**Hospitality:**

- A total of fifty (50) tickets to mutually agreed upon concerts/shows each contract year. Tickets may be requested in sets of two (2) or four (4) and all requests are subject to availability.

## YOGA ON THE ROCKS ASSETS

### Digital:

- Logo inclusion the Yoga on the Rocks landing webpage.
- Logo inclusion on the Know Before You Go email sent to ticket purchasers for each Yoga on the Rocks event. Branding must be approved by Denver Arts & Venues.

### On-site:

- One (1) 10' x 10' activation footprint at up to ten (10) Yoga on the Rocks events during each contract year.

### Signage:

- One (1) co-branded, Red Rocks fan centric slide in the Yoga on the Rocks slide show. Branding and messaging must be approved by Denver Arts & Venues.
- One (1) Entrance Banner at one (1) rotating entrance gate at ten (10) YOTR events. Branding must be approved by Denver Arts & Venues.

### Hospitality:

- Four (4) tickets to all publicly ticketed Yoga on the Rocks events each contract year.
  - Birdcall can use the tickets for in-market promotions or employee incentives.

## FILM ON THE ROCKS ASSETS

### Picnic Boxes:

- Integration into AXS/Red Rocks webpage ticket purchase flow to promote the Film on the Rocks Picnic Boxes. Additional details around logistics to be mutually agreed upon by AXS, Denver Arts & Venues, Aramark and Birdcall.

### Digital:

- Logo inclusion the Film on the Rocks landing webpage.
- Logo inclusion on the Know Before You Go email sent to ticket purchasers for each Film on the Rocks event.

### On-site:

- One (1) 10' x 10' activation footprint at each Film on the Rocks events during each contract year.

### Signage:

- One (1) co-branded, Red Rocks fan centric slide in the Film on the Rocks slide show. Branding and messaging must be approved by Denver Arts & Venues
- One (1) :15 pre-roll ad to run on the Film on the Rocks video screen prior to every Film on the Rocks event. Branding and messaging must be approved by Denver Arts & Venues.

### Hospitality:

- Four (4) tickets to all publicly ticketed Film on the Rocks events each contract year.
  - Sponsor can use the tickets for in-market promotions or employee incentives.

Annual Investment and Payment  
Exhibit B

RED ROCKS

Annual Investment

2025 \$200,000  
2026 \$200,000  
2027 \$250,000  
2028 \$250,000  
2029 \$250,000

Payment Dates:

June 1, 2025	\$50,000
August 1, 2025	\$50,000
October 1, 2025	\$50,000
December 1, 2025	\$50,000
June1, 2026	\$50,000
August 1, 2026	\$50,000
October 1, 2026	\$50,000
December 1, 2026	\$50,000
June 1, 2027	\$62,500
August 1, 2027	\$62,500
October 1, 2027	\$62,500
December 1, 2027	\$62,500
June 1, 2028	\$62,500
August1, 2028	\$62,500
October 1, 2028	\$62,500
December 1, 2028	\$62,500
June 1, 2029	\$62,500

August 1, 2029	\$62,500
October 1, 2029	\$62,500
December 1, 2029	\$62,500



Exhibit C





ARTS & VENUES DENVER  
VENUE SPONSORSHIP POLICY

Updated January 9, 2025

The relationships between Arts & Venues Denver (A&V), our event clients and our venue sponsors involve commitments of significant value. While A&V encourages event organizers to utilize our facilities and secure sponsorships, we must also ensure that the benefits events offer to potential event sponsors fit within the constraints of our corporate sponsorship program and current contractual obligations. This policy outlines A&V’s process to work through event and venue sponsor conflicts and allows for effective communication and transparency with our clients and our corporate sponsors.

If you have any questions regarding the terms below, please contact A&V Marketing & Communications Department.

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

**SPONSORSHIP CATEGORIES**

- Beer/Malt Beverages
- Hard Seltzer
- Non-Alcoholic Beverages
- Energy Drink
- Sparkling Water and Iced Tea
- Natural Spring Water and Still Water  
Death (Colorado Convention Center and Denver Coliseum)
- Spirits/Liquor
- Spirits/Wine  
Denver Coliseum)
- Spirits/Wine  
Convention Center)
- Airline
- Automotive
- Health Care

**CURRENT SPONSORS**

MolsonCoors  
Mark Anthony Brands (White Claw)  
Coca-Cola  
Red Bull  
Liquid Death  
Aquafina (Red Rocks only) and Liquid  
Pernod Ricard  
Trinchero Family Estates (Red Rocks and  
Gallo Wine (Arts Complex and Colorado  
United Airlines  
Toyota  
HCA HealthONE

- 3) If event organizers wish to secure an event sponsor that falls within one of A&V’s protected categories listed above, the event organizer will provide first right of refusal to A&V’s venue partner for such a sponsorship. If the venue partner does not wish to participate, the event organizer must work within the approved footprint provided by A&V. At no time will conflicting, contracted venue signage or promotions be covered up or removed for public events.
- 4) To maintain the integrity of A&V’s corporate sponsorship program, the sampling of products that compete with A&V sponsor products will not be allowed at the Venues, unless approved by the A&V Marketing & Communications Department. Concessions may be possible for private functions, not open to the public, and will be evaluated by the A&V on a case-by-case basis. Event sponsors who wish to sample products may do so only within the footprint of the event and during event times. Event sponsors may only distribute sample-sized items. Sample sizes for liquid beverages must be four (4) ounces or smaller and poured into a serving cup. Sample sizes for non-beverage items must be two (2) ounces or smaller. For avoidance of doubt, no event organizer shall have the right to sell products that compete with A&V sponsor products or to otherwise distribute products that compete with A&V

sponsor products (other than the sampling rights set forth in this Section 4) at such event in the sponsorship categories listed above excluding alcoholic beverages. Except as otherwise stated in this sponsorship policy, the terms and conditions (including the exclusivity provisions) of the Sponsorship Agreement shall remain in full force and effect before, during and after any such event.

- 5) Sponsorship displays and sales locations that are agreed to without approval from A&V may be removed after either written or oral notice (to be confirmed in writing) to the event organizer.
- 6) Under no circumstances will existing or permanent venue sponsor signage be covered or removed.
- 7) Event sponsor third party associations or pass throughs are not permitted.

Sponsors shall not exercise sponsorship rights and benefits: for or in furtherance of any illegal purpose; in conflict with any applicable law, ordinance, rule, regulation, or executive order of any governmental authority; or in violation of this policy or other policies or rules and regulations of Arts & Venues.

#### A&V Marketing Department Contacts

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

Or

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/17/2025

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).

<b>PRODUCER</b> CCIG 155 Inverness Drive West Englewood CO 80112		<b>CONTACT</b> NAME: Maree Elmore PHONE (A/C, No, Ext): 303-799-0110 E-MAIL ADDRESS: Maree.Elmore@thinkccig.com		<b>FAX</b> (A/C, No): 303-799-0156
License#: 45339 BIRDHOL-01		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> BCR Group LLC dba Birdcall Red Rocks LLC 855 Wyandot Street Denver CO 80204		<b>INSURER A:</b> Tri-State Insurance Company of		31003
		<b>INSURER B:</b> Pinnacol Assurance		41190
		<b>INSURER C:</b> Travelers Casualty and Surety		19038
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

## COVERAGES

**CERTIFICATE NUMBER:** 2070893461

**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 SUBR INSD 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 checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	ADV3282940	9/1/2024	9/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$	\$ 1,000,000 \$ 300,000 \$ 10,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	ADV3282940	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$	\$ 1,000,000 \$ \$ \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 0		ADV3282940	9/1/2024	9/1/2025	EACH OCCURRENCE AGGREGATE \$	\$ 5,000,000 \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	4239063	9/1/2024	9/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
C	Cyber Liability		107139733	9/1/2024	9/1/2025	Limit:	\$2,000,000
A	Liquor Liability		ADV3282940	9/1/2024	9/1/2025	Aggregate:	\$1,000,000

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

Worker's Compensation - Other Than Colorado  
 Effective: 9/1/2024 - 9/1/2025  
 Company: Zurich American Insurance Company  
 Policy Number: WC445327502  
 Limit \$1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

City and County of Denver  
 Department of Arts & Venues  
 1345 Champa Street  
 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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