

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PARKS AND RECREATION**

REVENUE AGREEMENT

The City and County of Denver, hereinafter referred to as the “**City**”, acting by and through its Executive Director of Parks and Recreation (“**DPR**”), hereinafter referred to as the “**Executive Director**”, pursuant to the authority granted in Section 2.4.4(C) of the Charter of the City and County of Denver, and pursuant to the manner, terms and conditions fixed in this license, hereby grants to Vendor hereinafter named the license or privilege of operating vending services for selling goods and merchandise, and providing services in the park or recreational facility hereinafter described. Vendor, by execution of this Agreement, has accepted all of the terms and conditions thereof and agrees to comply with the same, including the obligations to pay such compensation to the City and to perform such duties and responsibilities for the Term of the Agreement, all as specified herein.

I. VENDING SITE: City Park Greenhouse (“**Greenhouse**”), City Park, 2500 E. 23rd Ave., Denver, Colorado 80205 (the “**Vending Site**”). The Vending Site is further defined as the limited portion of the City Park Greenhouse wherein the City agrees to grow for the Vendor certain plants; and wherein the Vendor shall be allowed to conduct sales of the plants and other goods, as depicted in **Exhibit A**. Other limited uses of City Park are subject to City approval.

II. <u>VENDOR</u> :	<u>VENDOR’S ADDRESS</u> :
Denver Urban Gardens	1031 33 rd St., Suite 100
	Denver, Colorado 80205

III. VENDING SERVICES: The vending services shall include the sale of plants, and related retail items such as mulch, compost, supplies, and tools to the general public as listed in **Exhibit B**, and facilitation of the plant sale, schedule to take place on or about May 8 and May 9, 2026.

IV. VENDOR’S RESPONSIBILITIES: The primary obligation of the Vendor is to facilitate the plant sale and provide the goods for sale to the general public.

A. Commencement: Vendor may first access the Greenhouse upon execution of this Agreement. Vendor shall be permitted access to the Vending Site as set forth below.

B. Plant Grow and Retail Sales:

1. Vendor shall have the nonexclusive right to engage in the sale of retail goods in the Park including plants and related items; however, all such sales must be conducted only within the defined Vending Site unless otherwise approved in advance and in writing by the Executive Director. Such service shall be tailored to and appropriate for the typical patrons of the Park and shall be provided in a customer friendly manner. All Vendor sales and receipts shall be recorded on a Point-of-Sale (“**POS**”) system designed to accurately record all sales and receipts. Electronic records (and, if requested by the City, paper copies) of all transactions

and bank deposits (if any) shall be maintained along with appropriate bookkeeping and accounting practices to document Gross Revenues (defined under Section VIII.A.). City shall provide growing of plants for sale to the public. Vendor shall then provide certain services for the sale of the plants and related retail goods.

2. City agrees to grow or otherwise provide space for growing of plants intended for sale. City agrees to cultivate and maintain plant materials using reasonably known growing practices. However, plants are living organisms subject to variables outside of the City's control. Accordingly, City makes no representations or warranties with respect to any of the plants or growing methods or time needed to grow. City cannot guarantee the yield, size or quantity of any plant due to soil, watering, pests, or growing practices outside of City's control; and shall not be liable for loss or damage caused by pests, disease, extent of care, soil or other factors outside of City's control. ALL PRODUCTS, GOODS AND SERVICES INCLUDING ALL OF THE PLANTS INTENDED FOR SALE AND PROVIDED HEREUNDER BY THE CITY ARE PROVIDED "AS IS" AT THE TIME OF DELIVERY AND TRANSFER TO VENDOR FOR SALE AND WITH NO OTHER WARRANTY WHATSOEVER. CITY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATED TO THE PLANTS AND GROWING. Vendor agrees that any sale, resale, or distribution of plants by the Vendor are undertaken at the Vendor's sole risk and responsibility.

3. Vendor is not obligated to limit its retail offerings to certain types of plants or brands of retail goods. However, a list of the plants and retail items intended for sale, along with associated pricing, shall be submitted to the Executive Director in writing and shall be subject to prior approval of the Executive Director. The Vendor shall post its items for sale and price list in conspicuous locations at the Vending Site on the sale dates. Only good quality, healthy plants and good quality retail products shall be available for sale. Vendor may, in addition and at the Vendor's election, sell other items typically found and available at similar retail stores and other sellers related to plants, planting, gardening, horticulture and similar interests including but not limited to clothing, decorative and hand-crafted items, novelties, books, informational material, and guidebooks. The City shall make the Greenhouse additionally available to the Vendor for storage and preparation for the sale upon specific notice and direction by the City.

C. Licensing; Limitations: All state and local laws, regulations, and orders regarding the sale of plants and the specific retail items being offered for sale shall be complied with, and required permits or licenses shall be obtained, kept current, and provided to the Executive Director upon request.

E. Prohibited Sales: The sale of the following is strictly prohibited: tobacco products; e-cigarettes; adult materials; packaged spiritous liquor; fireworks; and any marijuana paraphernalia and marijuana-themed merchandise. The City in its sole judgement and discretion reserves the right to disallow and require the Vendor to remove any item for sale.

F. Furniture, Fixtures, and Equipment: The Vendor will be responsible for providing and bringing all personal property, including furnishings and equipment, materials and supplies for the sale, additional plants for sale at the Vendor's options, and adequate tables, tents, and other furniture or equipment for displays and retail sales as necessary for the sale ("**Personal Property**") to the Vending Site; and shall be solely responsible for determining and providing the Personal Property; however, Vendor may request the City's assistance in providing furniture or equipment. Vendor and the City acknowledge and agree that, unless provided otherwise in the Agreement, all Personal Property which 1) are not affixed to the Vending Site so as to constitute Fixtures, and 2) are owned or leased by Vendor, shall remain the property of Vendor. All Personal Property, owned by Vendor shall be maintained in good physical and working condition. The City reserves the right to require the removal or replacement of inoperable or physically deteriorated Personal Property owned by Vendor. Vendor shall not keep, maintain, store, or use any other furniture, equipment, supplies or materials at the Vending Site not needed for the purposes of this Agreement or not permitted by this Agreement or that would impair the use or value of the Vending Site or any adjoining City-owned property. At a time after conclusion of the sale, to be determined by the Parties, Vendor is required to remove all Personal Property from City property.

G. Maintenance: City shall provide all maintenance for the Greenhouse and any City property. Vendor responsible for set up, clean up, take down for sale, and is solely responsible for maintenance for the Vendor's Personal Property.

H. Vendor Access to the Vending Site: Vendor is permitted access to the Vending Site prior to the sale and during normal business hours so long as Vendor provides prior notice to DPR and a DPR staff member accompanies the Vendor.

I. Signage; Displays: Vendor is responsible for providing any signage related to the sale. All signage used at the Vending Site for the sale shall be subject to the prior written authorization by the Executive Director. Vendor may display only related to advertising of products and items intended for the sale or to DPR-approved advertising by sponsors of the sale. "Advertising" includes the display of commercial and noncommercial promotion of products for sale through any medium whatsoever. All signage which is visible to, and intended for viewing by, persons located outside of the immediate Greenhouse and sale area (including within and outside of the Park) shall be subject to prior approval by the Executive Director. Such signage shall conform to any standards established by DPR and to all zoning and other code requirements for signs. Any sign promoting the vending services shall recognize, in a manner acceptable to the Executive Director, the Denver Department of Parks and Recreation as owner of the Vending Site.

J. Utilities: Any utilities needed for the services and activities under this Agreement including costs shall be provided by the City.

K. City Real Property: Vendor acknowledges and agrees the City hold unencumbered title and ownership of all real property, buildings and structures on and in the Vending Site. The Parties by this Agreement have no intent to build, construct, or affix any permanent

improvements to the Vending Site for purposes of this Agreement. The rights or privileges granted by the Agreement to the Vendor do not create or recognize, nor shall they be construed as creating or recognizing, a property interest in the Vending Site or any building or structure.

L. Access: Vendor shall not commit or allow any act or activity that may interfere with any utility, heating, ventilating, or air conditioning systems, or portions thereof, on or in the Vending Site or on adjoining City-owned property. Vendor shall not commit or allow any act or activity that may interfere with free access and passage in, to, or by the Vending Site or publicly-accessible areas adjacent thereto, or hinder police, firefighting, or other emergency personnel, or DPR staff, in the discharge of their duties. Vendor shall not place any additional lock of any kind, whether standard lock, combination lock, or electronic lock, upon any window or interior or exterior door on or in the Vending Site, or make any change in any existing door or window lock or the mechanism thereof.

M. No Assignment: Vendor covenants and agrees not to assign, subcontract, or otherwise transfer any rights, benefits, obligations, or duties under the Agreement, in whole or in part, without the prior written consent of the City. The Executive Director may require documented evidence that the proposed assignee, subcontractor, sub-vendor, or transferee able to fully perform the Agreement. If the City consents, then any assignment, subcontract, sub-vending, or transfer may be permitted only if Vendor pays all amounts due and owing to the City before any assignment, subcontract, sub-vending, or transfer is effective. Any assignment, subcontract, sub-vending, or transfer shall be by formal amendment executed in the same manner as the Agreement.

VI.	<u>TERM:</u>	<u>EFFECTIVE DATE:</u>	<u>EXPIRATION DATE:</u>
		Date Agreement executed by City	One (1) year after execution, subject to City’s option to amend and extend.

Unless revoked in accordance with Section VII, below.

VII. TERMINATION:

A. At any time, upon written and mutual consent of the City and Vendor, the Agreement may be terminated. For good cause shown by Vendor in writing and satisfactory to the Executive Director, the Agreement may be terminated. “Good cause shown” shall be limited to circumstances where it is impossible for Vendor to sell goods or provide services as contemplated in the Agreement for reasons beyond the control of Vendor and for which Vendor is not responsible, including strikes, boycotts, labor disputes, unforeseen or unpreventable natural events that disrupt or prevent operations, acts of the public enemy, closure or suspension of operations by regulatory order of a governmental entity, weather disaster, floods, riots, rebellion, sabotage, or national calamity, and destruction or significant

damage to the Premises not caused by Vendor or its employees, agents or contractors.

- B. For such other reasons and upon such conditions expressly stated in the Agreement, the Agreement may be terminated. Subject to any adjustments the Executive Director may deem appropriate, all Compensation and other payments due and owing the City and any other financial obligations arising from the vending services shall be paid by Vendor as a condition precedent to any termination.
- C. A conviction of Vendor or any of its owners, shareholders, members, officers or employees for any felony or misdemeanor involving bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, misappropriation, theft, racketeering, extortion, or any offense of a similar nature, in connection with Vendor's business may result in immediate termination of this Agreement, unless, upon knowledge of Vendor, such owner, shareholder, member, officer or employee is promptly terminated or the relation with Vendor's business is severed.

VIII. COMPENSATION TO BE PAID TO CITY:

- A. In consideration for the right to conduct sales under this Agreement, the City will require monetary compensation in the amount of **FIFTY PERCENT (50%)** of the gross revenue of all plant and retail sales. "**Gross Revenues**" shall mean the aggregate of fees and sales of any kind derived directly or indirectly from sales under this Agreement after deducting any discount at the point of sale, but before deducting any costs, expenses, or losses, except applicable excise taxes collected from customers on behalf of government agencies, tips and gratuities, and deposits, if any, but only if the deposit is reported together may be deducted. If Vendor provides discounts, the amount of which the Vendor is later reimbursed, then the discount shall not be deducted from Gross Revenues, but shall be included in the reported Gross Revenues. All sales on City property must be reported, and all financial records are subject to audit by the City. Compensation shall be paid to the City and financial records shall be maintained as follows: Starting on the effective date of this Agreement, all sales and receipts shall be recorded on a Point-of-Sale system designed to accurately record all sales and receipts. Paper and electronic records of all transactions and bank deposits shall be maintained along with appropriate bookkeeping and accounting practices to document Gross Revenues.
- B. Not later than July 15, 2026, Vendor shall furnish to the City a true and accurate statement of the total of Gross Revenues from the sale ("**Sales Report**"). The Sales Report shall itemize the authorized deductions and exclusions in computing the amount of such Gross Revenues and shall include a breakdown of Gross Revenues from the sale, including POS back-up reports. The Sales Report may be prepared and certified by an independent certified public accountant who has audited the Gross Revenues in accordance with generally accepted accounting procedures for special reports. The above requirements for the Sales Report may be modified by the Executive Director, in the Executive Director's discretion, if such modification is in the best interests of the City.

IX. DEFENSE AND INDEMNIFICATION:

- A. Vendor hereby agrees to defend, indemnify, and hold harmless the City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work or activities performed under this Agreement (“**Claims**”), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Vendor or its employees, agents, contractors or consultants 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, its appointed and elected officials, agents or employees.
- B. Vendor’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 an action has been filed in court on the Claim. Vendor’s duty to defend and indemnify the City shall arise even if the City is the only party sued and/or it is alleged that the City’s negligence or willful misconduct was the sole cause of the alleged damages.
- C. Vendor 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 City and shall not be considered the City’s exclusive remedy.
- D. Insurance coverage requirements specified in the Agreement or these Terms and Conditions shall in no way lessen or limit the liability of Vendor under the terms of this indemnification obligation. Vendor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

X. INSURANCE COVERAGE:

- A. General Conditions: Vendor agrees to secure, at or before the time of execution of this Agreement, insurance covering all operations, activities, and services provided pursuant to the Agreement in the types and amounts of coverage specified in the Agreement. Vendor shall keep the required insurance coverage in force at all times during the Term of the Agreement and for the time period specified in Sub-Section 8-8. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties as provided in Sub-Section 8-1. 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, Vendor shall provide written notice of cancellation or non-renewal as well as any reduction in coverage to the parties as provided in Sub-Section 8-1 within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in the Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor.

- B. Proof of Insurance: Vendor shall provide a copy of the Agreement, including these insurance requirements, to its insurance agent or broker. Vendor certifies that the certificate of insurance provided to the City, **Exhibit C**, preferably an ACORD certificate, shall comply with all insurance requirements of the Agreement. The City requests that the City's contract number be referenced on the certificate. The City's acceptance of a certificate of insurance or other proof of insurance which does not comply with all insurance requirements set forth herein shall not act as a waiver of any of the City's rights or remedies under the Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- C. Additional Insureds: For Commercial General Liability and Automobile Liability, Vendor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- D. Waiver of Subrogation: For all coverages, Vendor's insurer shall waive subrogation rights against the City.
- E. Contractors and Consultants: All Contractors and Consultants (including independent contractors, subcontractors, sub-consultants, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such Contractors and Consultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such Contractors and Consultants maintain the required coverages. Vendor agrees to provide proof of insurance for all such Contractors and Consultants upon request by the City.
- F. Workers' Compensation/Employer's Liability Insurance: If Colorado statutory requirements are specified in the Agreement, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to the City, as a material representation upon which the City is relying in entering into

this Agreement, that none of Vendor’s officers or employees who may be eligible under any statute or law to reject Workers’ Compensation Insurance shall effect such rejection during any part of the Term of the Agreement, and that any such rejections previously effected, have been revoked as of the date Vendor signs the Agreement.

- G. Commercial General Liability: Unless different coverage amounts are specified in the Agreement, Vendor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Aggregate limits must be “per location,” if applicable under the Agreement.
- H. Automobile Liability: Unless different coverage amounts are specified in the Agreement, Vendor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing under the Agreement.

XI. PATENT, TRADEMARKS, COPYRIGHT, AND LICENSE: Vendor represents that it is the owner of or fully authorized to use any and all services, processes, equipment, articles, business programs, computer applications, URLs, domain names, web pages, software, marks, logos, names or slogans used by it in its operations under or in any way connected with these vending services. Any and all services, processes, equipment, articles, business programs, computer applications, URLs, domain names, web pages, software, marks, logos, names or slogans owned or authorized for use by Vendor prior to the execution of the Agreement shall remain the sole property of Vendor. Any computer applications, URLs, domain names, web pages, software, marks, logos, names or slogans created or developed by the Vendor with respect to the operation of the vending services or provided or authorized by the City for the Vendor’s use shall be promptly returned to the City upon the expiration, revocation or termination of this Agreement and all rights and interests thereto released by Vendor. Vendor shall save and hold the City, its officers, employees, agents and representatives, free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement or violation of any patent, trademark, copyright, or license or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of Vendor under or in any way connected with the vending services. If the City determines that Vendor is in violation of this Section 3-10, the City may seek any remedy available at law or equity or under this Agreement, including suspension or revocation of the Agreement and any remedy consistent with United States patent, trademark, or copyright laws or applicable licensing restrictions.

XII. COMPLIANCE WITH LAW: Vendor shall comply with all applicable laws of the United States, the State of Colorado, and the Charter and Ordinances of the City and County of Denver, and all rules and regulations issued pursuant thereto. Unless otherwise provided in the Agreement, the vending services shall be operated in conformance with the Rules and Regulations of the Department of Parks and Recreation, and Vendor shall require all employees, servants, contractors, invitees, suppliers, agents, customers and patrons of the Concession to comply with said Rules and Regulations.

XIII. TAXES, LICENSES, LIENS:

- A. Vendor shall pay promptly all taxes, excises, and license or permit fees of whatever nature applicable to the vending services, and take out and keep current all municipal, state or federal licenses or permits, required for the conduct of the vending services, and further shall not permit any of said taxes, excises, or license or permit fees to become delinquent and shall pay any fine or penalty should there be a delinquency or violation of law. Upon request, Vendor shall provide proof to the City of payment of all taxes, excises, license and permit fees, fines or penalties.
- B. Vendor shall pay promptly when due all bills, debts and obligations incurred in connection with the operation of the vending services so as to not permit same to become delinquent and suffer no lien, mortgage, judgment, execution or adjudication in bankruptcy which will in any way impair the rights and title of the City to the Vending Site or under the Agreement

XIV. NO DISCRIMINATION: In connection with the performance of work under the Agreement, Vendor agrees to comply with all applicable laws concerning non-discrimination against persons with respect to hiring, discharging, promoting or demoting, and with respect to matters of compensation, and shall not discriminate against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity or gender expression, marital status, source of income, military status, protective hairstyle, or disability; and Vendor further agrees to insert the foregoing provision in all contracts, subcontracts, or agreements it may enter with respect to the Agreement. Vendor further agrees to comply with all applicable laws concerning non-discrimination against persons because of their race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity or gender expression, marital status, source of income, military status, protective hairstyle, or disability. in connection with such persons' access to and use of the Vending Site and the provision of any services at the Vending Site.

XV. STATUS OF VENDOR: Vendor understands and agrees that Vendor is an independent contractor. Vendor and its officers, employees, and agents are not entitled to workers' compensation benefits that the City makes available to its employees and that Vendor is obligated to pay, and is personally liable for paying, federal and state income tax, if any apply, on any moneys Vendor generates for itself pursuant to this Agreement and any payroll taxes and charges for Vendor's officers and employees. The scope of authority Vendor may exercise shall be as expressly allowed under, or necessarily implied in, this Agreement. Vendor shall have no authority to avoid, modify, or waive any applicable City ordinances or regulatory requirements enacted or adopted under the City's police or taxing powers. This Agreement shall not be construed to grant Vendor the right or power to bind, or to impose liability upon, the City through any contracts or agreements Vendor may make, unless expressly provided herein or unless the prior, written approval of the Executive Director is obtained and the contract or agreement is in accordance with all applicable City ordinances and regulatory requirements. All contracts or agreements made

by Vendor shall be in its own name and not in the name of the City, and Vendor shall be solely liable for assuring that Vendor does not breach or default under such contracts and that all moneys owed to vendors and other contracting parties are timely and fully paid.

- XVI. CONFLICT OF INTEREST: No employee or officer of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and Vendor further agrees not to hire or contract for the services of any employee or officer of the City which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.8 through 1.2.12.
- XVII. NO THIRD-PARTY BENEFICIARIES: The Agreement does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties, except as permitted for assignments approved by the Executive Director, any right to claim damages or to bring any suit, action, or other proceeding against the City or Vendor because of any non-compliance with or violation of the Agreement or because of any of the terms, covenants, and conditions contained in the Agreement.
- XVIII. SURVIVAL: The City and Vendor understand and agree that all terms and conditions of this Agreement which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or revocation of this Agreement shall survive such expiration or revocation and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, Vendor's obligations for the provision of insurance and to indemnify the City shall 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. All remedies available to the City under this Agreement shall likewise survive the expiration or revocation of this Agreement.
- XIX. APPROPRIATION: Notwithstanding any provision of this Agreement to the contrary, any financial obligation of the City, if any, under this Agreement is contingent upon all funds necessary for performance under this Agreement being budgeted, appropriated and otherwise made available. It is acknowledged and agreed that this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- XX. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Vendor's activities hereunder, the Vendor 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, Vendor expressly acknowledges that the Vendor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances 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.

- XXI. NO PERSONAL LIABILITY: No official, officer, director, agent, or employee of either Party shall be charged personally or held contractually liable to the other Party or its officials, officers, agents, or employees under any term or condition of this Agreement or for any breach, default, or violation under this Agreement.
- XXII. COUNTERPARTS: This Agreement shall be executed in counterparts, each of which shall be deemed to be an original but all of which shall together constitute one and the same instrument.
- XXIII. EXAMINATION OF RECORDS: Any authorized agent of the City, including the City Auditor, his or her representative, or independent auditors hired by the City, has the right to access and the right to examine and/or audit any Financial Records and other pertinent books, documents, papers and records of Vendor (together with the Financial Records, the “**Records**”), involving transactions related to this Agreement until the later of three (3) years after the final payment under this Agreement or expiration of any applicable statute of limitations. Vendor shall make its Records available to the City within fourteen (14) calendar days of its receipt of a written request from the City for the same. Vendor may satisfy this requirement by either: (i) making the Records available for examination within the Denver metropolitan area; or (ii) paying the City, in full and in advance, travel and related expenses for a City representative to travel to any location outside the Denver metropolitan area for such examination. Upon completing such travel, expenses shall be reconciled, and any difference between the advance payment and the actual expenses shall be paid by or refunded to Vendor as appropriate.
- XXIV. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Vendor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the 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 the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Contract Control Number: PARKS-202683255-00
Contractor Name: DENVER URBAN GARDENS

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:
Contractor Name:

PARKS-202683255-00
DENVER URBAN GARDENS

By: DocuSigned by:
Nessa Mogharreban
A88B3AB3E30942A...

Name: Nessa Mogharreban
(please print)

Title: Interim Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



City and County of Denver



Legend

Highlighted areas will be used for the sale.

Event staff has been contacted and we are approved and reserved for the area to the West in the grass.

If bad weather is a factor we will use the "head house" lane down the middle inside for plant material. The rest of the greenhouses will be blocked off from the public.

The head house area is highlighted in red.



Exhibit B

Spring Plant Sale Budget May 8 – May 9, 2026
--

2026 PLAN

Revenue		Unit		
		Price/Cost	Amount	Total
Plants	1 Gal	\$ 15.00	1,100	\$ 16,500.00
	12" HB	\$ 50.00	100	\$ 5,000.00
	2.5" pot	\$ 6.00	22,336	\$ 134,016.00
	3.5" pot	\$ 8.00	2,412	\$ 19,296.00
	4-pack	\$ 10.00	2,896	\$ 28,960.00
	4.5" pot	\$ 10.00	7,725	\$ 77,250.00
Other Proc	Straw	\$ 18.00	252	\$ 4,536.00
	Compost	\$ 10.00	600	\$ 6,000.00
	Merch			
	Seed Potatoes	\$ 10.00	100	\$ 1,000.00
Total Revenue		\$ 292,558.00		

CERTIFICATE HOLDER COPY

Parks & Recreation | City and County of Denver
201 W Colfax Ave Dept 602
Denver, CO 80202

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY
ENDORSEMENT (CONT)