

FIRST AMENDMENT TO PARKS USE AGREEMENT

This **FIRST AMENDMENT TO PARKS USE AGREEMENT** (the "**Amendment**") is entered, as of the date the City signs this Amendment ("**Effective Date**"), by and between the **CITY AND COUNTY OF DENVER** (the "**City**"), a Colorado municipal corporation, and **DOWNTOWN DENVER EVENTS, INC.**, a Colorado nonprofit corporation ("**DDE**"), whose address is 511 16th Street, Suite # 200, Denver, Colorado 80202.

RECITALS

WHEREAS, the City and DDE entered into a Park Use Agreement dated November 9, 2011 (Contract Control # 201102792) ("**Agreement**") wherein DDE was authorized to operate a skating rink in Block 2 of Skyline Park for the winter seasons of 2011-2016; and

WHEREAS, the City and DDE desire to amend the Agreement to the extend the term of the Agreement for one year and to allow for the full sale and service of alcoholic beverages at the skating rink site;

NOW, THEREFORE, the City, for the Term specified below and in consideration of the recitals stated above and the terms and conditions stated in the Agreement and this Amendment, hereby grants to DDE a permit for the right to use the DDE Event Site for the DDE Events, as specified in the Agreement subject to the express terms and conditions amending the Agreement as follows:

Part I. Section 2.1 of the Agreement is amended to read as follows:

2.1 DDE Event. DDE agrees to install, operate and maintain for free public use a skating rink in Skyline Park during the winter season over the next six years ("**DDE Events**").

Part II. Paragraph (b) of Section 2.2 is amended to read as follows:

(b) The DDE Event Dates for the subsequent five years will be set as mutually agreed by the Manager and DDE in writing no later than June 30th of each year. The DDE Event Dates will typically occur between November 1st and March 15th, subject to modification as mutually agreed by the Manager and DDE in writing. The Manager shall be under no obligation to agree to DDE Event Dates until DDE cures any Default by DDE (see Section 8.1) under this Agreement.

Part III. Section 3.4 of the Agreement is deleted and replaced with the following:

3.4 Sale and Service of Permitted Alcohol at the Event Site. Subject to the terms and conditions of this Section 3.4, the User shall have the right to engage in the on-site service, sale, and consumption of beer, wine, and hard liquor ("**Permitted Alcohol**"). Otherwise, the sale and service of alcohol beverages of any kind at the Event are strictly prohibited.

3.4.1 The right of the User or the User's Subcontractor to engage in the service and sale of Permitted Alcohol to the public within the Event Site shall be subject to the User obtaining and complying with all relevant licenses, permits and approvals issued in accordance with Applicable Law and acting in accordance with this Section 3.4.

3.4.2 The User may enter into a separate agreement with a properly qualified Subcontractor to manage and operate service of Permitted Alcohol within the Event Site during the Event Dates. A copy of the separate agreement shall be provided to the City Liaison. The User shall be responsible for monitoring the activities of its Subcontractor with respect to the service of Permitted Alcohol at the Event and assuring compliance by User and the Subcontractor with Applicable Law.

3.4.3 No service or sale of Permitted Alcohol shall be allowed outside of the Concession Site and no consumption of Permitted Alcohol shall be allowed outside of the Event Site. If any other regulation or licensing restriction should further limit the location for the sale, service and/or consumption of Permitted Alcohol, the User and the User's Subcontractor shall comply with said regulation or licensing restriction.

3.4.4 The User shall provide the security necessary to assure that the public complies with all requirements and restrictions set for this Section 3.4 and with Applicable Law. The security for alcohol sale and service is to be addressed in the approved Security Plan.

3.4.5 The User shall, or require its Subcontractor to, obtain and maintain liquor legal liability insurance for the sale and service of Permitted Alcohol during the Event as provided in Section 10.9.

Part IV. Section 7.1 of the Agreement is amended to read as follows:

7.1 Term. The term of the Agreement commenced on November 9, 2011 and expires November 8, 2017 (the "**Term**"), unless sooner terminated in accordance with the terms of this Agreement, including without limitation those provisions set forth in Article 8 herein.

Part V. Except as amended herein, the Agreement is ratified and affirmed as written and shall remain in full force and effect.

Contract Control Number: PARKS-201102792-01

Contractor Name: Downtown Denver Events, Inc.

By: Tamara Door

Name: Tamara Door
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: John M. Desmond

Name: JOHN M. DESMOND
(please print)

Title: EXECUTIVE V. P.
(please print)



Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____

