

**DENVER ARTS & VENUES  
USER AGREEMENT  
DENVER PERFORMING ARTS COMPLEX**

**THIS USER AGREEMENT** is entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”), and Opera Colorado, a Colorado nonprofit corporation (the “**User**”), with an address for notice purposes of 4121 South Navajo Street, Suite 100, Englewood, CO 80110 (the User, together with the City, shall be referred to hereinafter as the “**Parties**”).

**RECITALS:**

**WHEREAS**, Denver Arts and Venues, an Agency of the City and County of Denver (herein after referred to as the “City”), is the owner and operator of the Ellie Caulkins Opera House inside the Quigg Newton Municipal Auditorium; and

**WHEREAS**, Opera Colorado has historically presented an annual season of Opera performances and other activities in the Ellie Caulkins Opera House; and

**WHEREAS**, Denver Arts and Venues and Opera Colorado both desire to provide for a more consistent and durable relationship by agreeing to contract terms and conditions over a longer duration than the present “booking agreement” arrangement.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, City and User hereby agree as follows:

1. **Coordination and Liaison**. The User shall fully coordinate all activities under this Agreement with the Executive Director (the “**Executive Director**”) of Denver Arts & Venues (“**DAV**”) or the Executive Director’s designee, including the Venue Director of the Denver Performing Arts Complex.
2. **Permitted Premises and Reserved Dates**. For and in consideration of the mutual agreements contained herein and subject to the terms and conditions hereinafter stated, the City hereby grants to the User and the User hereby accepts from the City the nonexclusive use of the following portions only of the City’s Denver Arts & Venues facilities, located at 1345 Champa St., Denver, Colorado, described as follows:

THE ELLIE CAULKINS OPERA HOUSE IN THE QUIGG NEWTON DENVER MUNICIPAL AUDITORIUM INCLUDING THE STUDIO LOFT AND THE CHAMBERS GRANT SALON (collectively, the “**Permitted Premises**”) solely on the days and times set forth on the Schedule attached hereto as **Exhibit A**, which identifies every proposed pre-hang dates, load-in, load-out, Dark Days (as defined below) rehearsal, and performance dates and times (collectively, the “**Reserved Dates**”) during the term of this Agreement (each, an “**Event**”, and collectively, the “**Events**”). The User may cancel one or more Reserved Dates by notifying the Venue Manager of any such cancellation(s) no less than sixty (60) days before such dates.

Additional Dates. Additional Performance dates, rehearsal dates, load-in and load-out dates, and Pre-Hang Days (as defined below) desired by the User and not set forth in Exhibit A must be requested by no less than sixty (60) days in advance, must be approved and arranged with the Executive Director, and will be subject to availability of the Permitted Premises and the User paying all costs incident thereto. If a definite booking of an additional performance within a performance run, rehearsal date, or load-in or load-out date is requested by the User no less than sixty (60) days in advance and agreed to by the Executive Director, such additional dates shall be Reserved Dates and the User shall pay the applicable rate for each such Reserved Date in addition to all costs incident thereto.

3. **Term.** The term of this Agreement (the “**Term**”) is from January 1, 2024, through and including December 31, 2026.
  - a) Other (Non-User) Events. The User acknowledges there are other events that occur at the Permitted Premises, including annual/historic events (*e.g.*, high school graduations). Annual/historic events that occur at the Permitted Premises shall have priority use over User’s requests for Additional Dates and the Parties will negotiate in good faith to resolve any schedule conflicts.
  - b) Other (Non-User) Events on Reserved Dates. The User acknowledges and agrees that the City has the option of booking other events during the Reserved Dates, in the Permitted Premises. Should the City exercise the right to book an event on any of the Reserved Dates, the User will be consulted to minimize disruption of the User’s Event. If a non-User event is confirmed on any of the Reserved Dates, there will be no additional expenses charged to the User for such event.
4. **Rental Rate; Incidental Expenses; Event Reconciliation; Cancellation.** During the Term the User shall pay to the City the following amounts on the basis and terms as follows (Make all checks payable to the Manager of Finance):
  - a) Rental – Performances – Ellie Caulkins. For Reserved Dates and opera performances added pursuant to the Additional Dates process described above, the rental shall be 5% of its gross door receipts (less applicable taxes facilities fees and any ticketing service charges), provided that the minimum rental for each Event shall be \$2,400.00. For non-opera performances scheduled pursuant to the Additional Dates process described in Section 3(c) above, the rental shall be 8% of its gross door receipts (less applicable taxes facilities fees and any ticketing service charges), provided that the minimum rental for each Event shall be \$2,400.00. The same percentage of all of the gross door receipts shall apply to all ticket price sales or any other form of gross receipts the User may receive in lieu of or in addition to the admission charge.
  - b) Rental – Studio Loft. For permitted uses in the Studio Loft as described in Section 7 below, the rental shall be \$400.00 per day.
  - c) Rental. – Chambers Grant Salon. On performance days, there shall be no additional charge for use of the Chambers Grant Salon. For use of the Chambers Grant Salon on non-performance days and community performance days, the rental shall be \$400.00 per day.
  - d) Rental – Community Performances. For agreed-upon student matinees or agreed-upon community performances for which the User does not charge admission, the City agrees to waive all rent, provided the User will not be using the Permitted Premises for any other purpose (*e.g.*, rehearsal, loan-in, load-out) during the applicable day.

- e) Rental – Non-performance dates. For non-performance days (*e.g.*, rehearsal, load-in, load-out, workshops), the rental shall be \$850.00 per day.
- f) Rental - Dark Days. For days falling within a performance run but for which no performance or other activity is scheduled (each, a “Dark Day”), the rental fee shall be \$0 per day. The User is not permitted access to the Permitted Premises during Dark Day(s) unless approved in advance by the Executive Director or Designee.
- g) Pre-Hang Days. For days on which the User requires access to the Permitted Premises prior to load-in and performance run or individual Event (each, a “Pre-Hang Day”), the rental shall be \$0 per day. DAV may, upon prior notice to the User, change a Pre-Hang Day to any day falling seven days prior to the load-in date for the performance run or individual Event.
- h) Multi-use Days. If multiple uses are scheduled on same date, the City shall only charge rental on the highest priced activity (*e.g.*, load in and a performance on the same date, the User will be charged the performance rental).
- i) Advance payment. none.
- j) Use of Libretto System. no charge.

The Permitted Premises has an electronic seat back text delivery system (currently known as the “Libretto System”) on which text messages can be displayed prior to and during Events and during intermissions. Text messages are displayed on backlit liquid crystal monitors permanently fixed at every seat in the house. The Libretto System can deliver text in up to eight (8) different languages simultaneously. User shall advise the Executive Director in writing no later than ten (10) days in advance of each performance date if User will be utilizing the Libretto System for its performances. It shall be the User’s responsibility to provide the text for the Libretto System for the User’s performances. The User shall operate the Libretto System in accordance with instructions provided by DAV and shall otherwise comply with all established rules and regulations related to the use and operation of the Libretto System provided by DAV. If the User chooses to utilize the Libretto System for its performances, the User shall display the City’s welcome messages and sponsor acknowledgments prior to displaying the User’s own text messages before the performance(s) and during intermissions.

- k) Facilities fee. none.
- l) FDA Tax. The City levies a Facilities Development Admissions (“**FDA**”) Tax of 10%. The tax is to be computed on the admission price, and separately stated on the ticket. The User must pay the tax in compliance with D.R.M.C. Sec. 53-7 (currently on or before the fifteenth day of each month for sales occurring in the preceding calendar month), unless exception is granted by the City’s Manager of Finance in writing. Only the Manager of Finance may grant exemptions to this tax. The FDA Tax shall be collected by the User and paid directly to the Manager of Finance. Complimentary tickets shall be marked as such on both portions of the ticket stub. Any tickets not marked accordingly will be counted as “sold” and the FDA Tax will be collected. The FDA Tax Return Form and the FDA Tax Payment may be remitted to: The City and County of Denver – Department of Finance, Treasury Division, P.O. Box 660860, Dallas, Texas 75266-0860.
- m) City-supplied Services. The City agrees to furnish at no extra charge to the User, the following services as may be required for the use of the Permitted Premises for the Event: general house lighting, heat, ventilation, and services of the permanent staff. The User shall

be responsible for and shall reimburse the City for any and all City or City-contracted labor utilized (other than the permanent staff and janitorial staff) for the Event. The City shall determine the minimum number of, and use of, ushers, doorkeepers, or other personnel who will be employed to regulate the conduct of all in attendance at each Event. All of said attendants shall be regular members of the City's staff or under contract with the City, to be paid at the User's expense (except for the permanent staff and janitorial staff). The User agrees that if it becomes necessary or desirable for the User to hire employees, help, or laborers other than specified herein, that all such employment must first be approved by the Executive Director. If the User wishes to supply volunteer ushers to assist DAV-supplied ushers, the User shall notify the City of such request and the Executive Director may approve such request at her/his sole discretion and subject to DAV restrictions as to the functions such volunteer ushers will supply and the locations within the Permitted Premises such ushers will be permitted to access. The User shall be liable for the acts and omissions of such volunteer ushers. Neither the User nor any of its employees or volunteers are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. Without limiting the foregoing, the parties specifically acknowledge that the User's personnel are not entitled to unemployment insurance benefits (unless unemployment compensation coverage is provided by the User or some other entity besides the City); and the User's personnel are not entitled to workers' compensation benefits from the City.

- n) Additional Sums. The User also shall pay to the City, on demand, such other and further sums as may become due the City on account of special facilities, equipment and material, or extra services furnished or to be furnished by the City at the request of the User, or necessitated by the User's occupancy of the Permitted Premises, the compensation for which is not included in the rent or rents specified above. Such extra services or facilities to be paid include, but are not limited to, extraordinary janitorial services, labor required for the User's use of facilities such as stagehands, public address operators, ushers, ticket takers, guards, administrative charges on labor, and service charges (if used) for special equipment required in the setting up, operation and striking of the Event. The City shall provide the User with labor and non-labor charge-back sheets by January 15 of each year during the Term for that contract year or such later date as such rates have been finalized.
- o) Event Reconciliation. The User shall furnish UPON CONCLUSION OF each performance run or individual performance dates not associated with a performance run, a written statement of all receipts of any kind whatsoever received. The User shall provide the City with an authenticated ticket manifest/audit showing the number and types of tickets printed, sold or distributed for each event. The User is also accountable for reporting unsold tickets and providing them for verification on request of the City. The User shall be responsible for ticket security; therefore, any tickets lost, stolen, or missing shall be considered as sold for purposes of computing gross revenues and Facilities Development Admissions Taxes. Complimentary tickets shall be properly documented and deducted separately by specific quantities from the report of tickets sold. All rentals and charges then owing the City will be due UPON CONCLUSION OF each performance run or individual performance dates not associated with a performance run. Upon receipt of a settlement statement following each engagement, the User shall remit payment to the City for the use of the Permitted Premises for each engagement in accordance with the settlement statement. The City has the right to any and all proceeds received for settlement of any amounts owed the City by the User related to this Agreement. The City will deliver to the User a settlement statement within 15 days of receipt of the written statement of all receipts and authenticated ticket manifest/audit after each performance run or individual performance dates

not associated with a performance run. The User shall remit payment to the City in accordance with the settlement statement. If the User has failed to settle all amounts owed the City under this Agreement upon conclusion of the performance, the City will have the right to retain proceeds received, up to the full amount sufficient for settlement of all amounts owed the City. Any proceeds remaining after the settlement of all amounts owed to City will be returned to the User.

- p) Examination of Records & Audits. The User shall keep a true, accurate, and complete account of all monies received through its operation of the event or events for which this Agreement is made. 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 User's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. User shall cooperate with City representatives and City representatives 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 User to make disclosures in violation of state or federal privacy laws. User shall at all times comply with D.R.M.C. 20-276.
  - q) Handling of Funds. It is mutually agreed that in the handling, control, custody and keeping of receipts and funds belonging to the User, whether the same are received through the box office or otherwise, the City is acting for the accommodation and the sole benefit of the User.
  - r) Cancellation without Notice. In the event the User cancels the staging of an Event without notifying the City and receiving approval therefore at least sixty (60) days before the opening date of the Event, the guaranteed minimum rental already paid or due may be retained by the City (if already paid), or reimbursed by the User during settlement of the next-occurring Event (if due but not paid), as liquidated damages.
  - s) Interest Rates. Any and all payments due to the City, including but not limited to incidental expenses, will be subject to an 18% per annum interest charge if not paid within one hundred eighty (180) days of invoice billing.
5. **Annual Reconciliation.** Annually, on or before July 31<sup>st</sup> the User shall make all payments required for indebtedness of the User to the City, any debts, accounts, and amounts as may accrue pursuant to this Agreement, costs related to correcting any damage or disrepair in connection with this Agreement, and payment of all claims for injuries to persons or property including the personnel, equipment used, damages to police equipment, uniforms, property of concessionaires, advertisers, other users, security and maintenance firms, etc. In the event User fails to make all required payments in accordance with this paragraph, User shall not be allowed further access to the Permitted Premises until such time as all payments have been made to the satisfaction of the Executive Director. Notwithstanding Users inability to access the Permitted Premises, charges shall continue to accrue for all reserved dates not cancelled pursuant to the terms of this Agreement.

6. **Force majeure; Cancellation.** If the Permitted Premises are damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control and without the fault or negligence of the City including, but not restricted to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, the City is hereby released from any damage so caused to the User thereby. The City shall retain the right to terminate or postpone this Agreement, without penalty, in the event the City determines that such action is necessary to ensure the health and safety of the visiting public. If any of the aforesaid causes, or if a local or state health order, prevents occupancy and use of the Permitted Premises on the date or dates herein named, the User shall be allowed, subject to availability, alternative occupancy and use of the Permitted Premises on an alternate date in accordance with local and state health orders and DAV's then-current policies and procedures and subject to all the terms, covenants, and conditions stated in this Agreement. Any payments made per paragraph 4 above shall be applied toward a rescheduled date for the same or different DAV venue in accordance with the published rental rates and other fees applicable to such venue. In the instance of a force majeure event, should alternative occupancy and use of a DAV venue not be available or not be permissible due to a public health order, capacity limitations, or for any other reason, the User shall owe to the City such sums with respect to canceled Event(s) expended or committed by the City at the time of cancellation. If the sums earned, expended or committed by the City exceed the sums paid to the City as of the date of cancellation of an Event(s), the User shall, upon receipt of an invoice for the same, promptly pay the difference to the City, or the City may, at its discretion, defer payment of such sums until the next-occurring Event and settle such amount at that time.
7. **Occupancy.** The User shall have the right to occupy and use the Permitted Premises for the purposes of event move-ins, rehearsals, performances, and move-outs, and no other use by the User or assignment of the rights conferred hereunder is permitted without the written permission of the Executive Director or their designee. The City retains the right to use of the Permitted Premises for its own uses, and retains the right to permit use of the Permitted Premises by other users, and agrees to notify User of the dates and times of such alternative use as provided above.

The User's Permitted Uses: ELLIE CAULKINS OPERA HOUSE

- Opera performance, concerts, and rehearsals
- Load-ins, Load-outs
- Commercial events (ticketed commercial events requiring the User to use the City's designated ticketing contractor)
- Record and broadcast/stream content, as set forth in Section 8, below
- Development/Advancement activities
- Merchandise sales
- Opera-scheduled educational activities, such as field trips, group instruction, etc.
- the Executive Director, or her/his designee, may consent to other uses of the Permitted Premises in writing.

User's Permitted Uses: STUDIO LOFT

- orchestra reads;
- auditions;
- young artist performances; Artists in Residence performances
- Pre-performance Lecture Series
- additional rehearsal space where needed and as approved by DAV;
- photo shoots;
- the Executive Director, or her/his designee, may consent to other uses of the Permitted Premises in writing.

8. **Broadcasting; Advertising and Sponsorship.** This Agreement includes Broadcast rights from the Denver Performing Arts Complex (Ellie Caulkins Opera House, Boettcher Concert Hall, Temple Hoyne Buell Theatre, Sculpture Park, and The Galleria). Broadcast is defined as “The dissemination of video, film or radio content via electronic means including but not limited to high definition, standard and cable television, radio, web casting, web streaming, podcasting, downloads, and/or other forms of digital transmission, digital broadcast or digital distribution effectuated by means of the internet in all forms of television media now and hereafter known.” All such rights are expressly granted to and/or reserved by the City however, the City authorizes the User’s right to broadcast the Event as expressly authorized in this Paragraph 8.

For any broadcast, the User warrants to the City that the User has obtained or shall obtain full releases and permissions to be filmed from all participants or their parents or guardians if applicable. The User is fully responsible for any fees to license selected music and User agrees to indemnify and hold the City harmless in respect of selected music or images. The User warrants to the City that the User has complied and shall continue to comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. The User further warrants that it has not utilized and shall not utilize in connection with the production any protected patent, trademark or copyright in performance unless the User has obtained proper permission, licenses, and all releases and other necessary documents. The User shall not utilize any City mark without the express, prior written consent of the City’s Marketing Office. In the event that any City held trademark is approved in advance writing for utilization in the final cut of a Broadcast, the User shall insert a credit stating “Marks of the City and County of Denver are used with permission. All rights reserved.” User shall take all steps necessary to ensure that no broadcast of the Event is made by User or any third-party other than as expressly authorized by this paragraph.

This Agreement does not include any advertising rights in favor of the User. The City retains all rights to sell or lease advertising on or at the Permitted Premises, and to determine whether any incidental display of products, logos, etc., may conflict with City’s rights. The City shall not permit any display on the Permitted Premises of an objectionable nature, in the sole and absolute discretion of the Executive Director. The City further reserves the right to make photographs, audio and video recordings in the Permitted Premises at its option to use for customary advertising and publicity and other non-commercial uses. In all advertising for this Event, the User shall include the phrase, “AT THE DENVER PERFORMING ARTS COMPLEX.”

9. **Filing Event Information.** During the Term, for each Event, the User shall submit to the City, at least ten (10) days prior to holding each event, a full and detailed outline of all facilities required, all stage requirements and such other information required by the Executive Director concerning said event. If rigging is required for any event, the User shall coordinate such rigging with DAV, it must comply with the City's specifications and requirements and any applicable DAV policies, and be approved by the City.
10. **Compliance with All Laws, Policies, and Procedures.** The User shall use and occupy the Permitted Premises in a safe and careful manner and shall comply with all applicable Municipal, State, and Federal laws, and rules and regulations pertaining to the Permitted Premises promulgated by the City or State, including but not limited to public health orders and directives, and all, including the rules, regulations policies, and procedures prescribed by DAV, the Fire and Police Departments, and other governmental authorities, as may be in force and effect during the term of this Agreement. The User shall not use the Permitted Premises or any part thereof for the possession, storage, or sale of liquor (except with the permission of the Executive Director and according to law), or for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on, or near the Permitted Premises. The User shall not do any act or suffer any act to be done during the term of this Agreement which will in any way mar, deface, alter or injure any part of the Permitted Premises. User shall comply with DAV's applicable Ticketing and Seating Protocols and any other rules, regulations, policies and procedures related to compliance with the Americans with Disabilities Act and related local, state and federal laws.

The Parties agree that the Rules and Regulations of the DAV shall be and are a part of this Agreement as though they were set out in full herein, and are specifically incorporated as a part hereof by reference.

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

11. **Food and Beverage.** The User shall not sell or cause to be sold items of food or drink at or in the Permitted Premises. Food and beverage sales shall be exclusively provided by the City's concessions contractor, currently Service America Corporation, d/b/a Centerplate Catering ("**Centerplate**"). The City must approve requests for the User to sample food and drink items; provided, however, that if alcoholic beverages are being sampled, such sampling shall be coordinated with and conducted by Centerplate. Centerplate may be contacted at: Centerplate Catering, 700 14th Street, Denver, CO 80204, (303) 228-8050.
12. **Novelties Sales.** The User shall not sell or cause to be sold or sampled any pamphlets, novelties, curios, souvenirs, or similar items ("**Novelties**"), except with the written permission of the Executive Director. If approved, the User may choose to handle such sales within its own organization. Should the User choose to handle such sales within its own organization, the User shall then pay to the City twenty percent (20%) of the gross receipts from such sales (exclusive of applicable taxes) for Additional Dates described in Section 2 (but not for



Reserved Dates). This Agreement shall not affect, in any way whatsoever, any concession heretofore or hereafter granted by the City to any other party.

13. **Prohibition on Sale and Advertising of Tobacco.** The User shall cooperate and comply with the provisions of Executive Order No. 13, which prohibits the sale or advertisement of tobacco products on City owned property and in facilities owned or operated or controlled by the City. "Sale" includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. "Advertising" includes the display of commercial and noncommercial promotion of the purchase or use of tobacco products through any medium whatsoever, but does not include any advertising and sponsoring which is a part of an Event or show or any event displayed or held in City facilities.
14. **Fliers and Brochures.** Except for announcement of upcoming events at DAV venues, or upcoming events in which the User is promoting or advertising for the artist performing the Event(s) described in this Agreement, the User shall not distribute fliers, petitions, surveys or literature of any kind, except with the written permission of the Executive Director.
15. **Ingress and Egress.** All portions of the sidewalks, entrances, passages, vestibules, halls, and all ways of access to public utilities on the Permitted Premises shall be kept unobstructed by the User and shall not be used for any purpose other than ingress or egress to, from, and within the Permitted Premises. The doors, stairways, or openings into any place in the structure, including hallways, corridors, and passageways, also house lighting attachments, shall in no way be obstructed by the User.
16. **Defense and Indemnification.** The User shall defend, indemnify, and save and hold harmless the City from all loss, cost and expense arising out of any liability, including, but not limited to, any violations of the ADA, or any claim of liability for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever, by reason of the operation, use or occupation of the facilities hereinabove described, whether such use is authorized or not, or by any act or omission of the User or any of its officers, agents, employees, contractors, subcontractors, guests, patrons, or invitees, and the User shall pay for any and all damage to the property of the City, or loss or theft of such property, done or caused by such person(s). Notwithstanding the foregoing, the User need not indemnify and save and hold harmless the City from damages resulting from the sole negligence of the City's employees, or structural or design defects.
17. **Insurance.**
  - a) **General Conditions.** The User 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 User shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof. 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 User 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 User 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 User. The User 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 User may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The User certifies that the certificate of insurance, preferably an ACORD form, attached hereto as **Exhibit B**, 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 User'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, Unmanned Aerial Vehicle Liability Insurance (if required), and Excess Liability/Umbrella (if required), the User and subcontractor'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 User's insurer shall waive subrogation rights against the City.
- e) Subcontractors and Subconsultants. The User 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 User and appropriate to their respective primary business risks considering the nature and scope of services provided.
- f) Workers' Compensation and Employer's Liability Insurance. The User 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 User 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 User 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) Unmanned Aerial Vehicle (UAV) Liability. Where the User will operate UAV(s) at the Event(s), the User shall maintain owned and non-owned UAV liability insurance covering third party bodily injury and property damage with minimum limits of \$1,000,000 per occurrence and policy aggregate. Coverage may be stand-alone or included as part of a general liability policy.
18. **Vacation of Permitted Premises**. The User shall vacate the Permitted Premises at the end of each individual Event or performance run, as applicable. In the event any portion of the Permitted Premises is not vacated at the end of each Event or performance run, then the City shall be and is hereby authorized to remove from the Permitted Premises, at the expense of the User, all goods, wares, merchandise, and property of any kind or description which may be then occupying the Permitted Premises. The City shall not be liable for any damage to or loss of such goods, wares, merchandise or property sustained either during the removal or storage of same and the City, its agents, employees and officials are hereby expressly released from any and all claims for such loss or damage. At the end of each individual Event or performance run, as applicable, and upon the expiration or earlier termination of this Agreement, the User will deliver to the City the Permitted Premises in as good condition and repair as the same shall be found at the beginning of the term of this Agreement, except for normal wear and tear.
19. **City Responsibility**. The City assumes no responsibility whatsoever, for any property placed in the Permitted Premises, and the City is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the occupancy of the Permitted Premises under this Agreement. All security or other protective service desired by the User must be arranged for by special agreement in writing with the City. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Permitted Premises, either prior to, during, or subsequent to the use of the Permitted Premises by the User, the City and its officers, agents, and employees shall act solely for the accommodation of the User and neither the City nor its officers, agents, or employees shall be liable for any loss, damage, or injury to such property.
20. **Articles Left at Permitted Premises**. The City shall have the sole right to collect and have custody of all articles left at the Permitted Premises by persons attending any function held at the Permitted Premises. Any property left at the Permitted Premises by the User shall, after a period of thirty (30) days from the last day of the term of this Agreement, be deemed abandoned and at the City's sole option, become the property of the City, without further notice.
21. **Notices**. Any notice or communication which the City may desire to give the User shall be deemed sufficiently rendered or given if the same be in writing and sent by registered or certified mail addressed to the User as specified in this Agreement, or at the latest address submitted therefore by the User in writing to the City, or left at such address or delivered to the User's representative. Delivery of such notice or communication shall be deemed to be the time when the same is mailed, left, or delivered as herein provided. Any notice from the User to the City shall be validly given if sent by registered or certified mail addressed to the Executive Director for Denver Arts & Venues, City and County of Denver, 1345 Champa Street, Denver, Colorado 80204-2107 with additional notice sent to Denver Arts & Venues Finance Director, 1345 Champa Street, Denver, Colorado 80204-2107 and Denver City Attorney's Office, 1437 Bannock St., Room 353 Denver, Colorado 80202, or at such other address as the City shall hereafter designate by notice to the User. User and City may also provide

notices pursuant to this Agreement to an electronic mail address previously designated in writing by the other party pursuant to this paragraph.

22. **Taxes and Fees.** The User agrees to pay promptly all taxes, excise, or license fees of whatever nature in connection with this Agreement, and to take out all permits and licenses, Municipal, State, or Federal, required for the usage herein permitted, and further agrees to furnish the City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees above referred to and showing that all required permits and licenses are in effect. Appropriate records shall be maintained and made available per D.R.M.C. requirements. All Users who have incorporated must be registered with the Office of the Colorado Secretary of State. The User agrees that the City's Auditor, or authorized representative(s), may inspect any tax data provided to the Department of Finance as required by Denver's Revised Municipal Code, Chapter 53, Taxation and Miscellaneous Revenue and any related audit reports and data generated by the Department of Finance. The User waives any claim of confidentiality that it may have in connection therewith. Such records may include taxpayer's returns or reports, accompanying schedules and data, and associated audit data and information generated by authorized representatives of the City's Manager of Finance.
23. **City's Enforcement Rights.** It is understood and agreed that the City hereby reserves the right to control and manage the Permitted Premises and the Denver Performing Arts Complex, and to enforce all necessary and proper rules for the management and operation of the same, and for its authorized representatives to enter any portion of the Permitted Premises 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 Permitted Premises and the User 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.
24. **Release.** The User hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency, failure or impairment of the water supply system, drainage system, heating system, steam system, electrical system, ventilation system, or refrigeration system on or related to the Permitted Premises. In the event the Permitted Premises or any part thereof is damaged by fire, or if for any other reason, including strikes, failure of utilities, or any act of God which, in the judgment of the Executive Director, renders the fulfillment of this Agreement by the City impossible, the User hereby expressly releases and discharges the City and its agents from any and all demands, claims, actions, and causes of actions arising from any of the causes aforesaid.
25. **No Discrimination in Employment.** In connection with the performance of work under this Agreement, the User 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 User shall insert the foregoing provision in all subcontracts.

26. **Licensing.** The User warrants that all associated intellectual property, including copyrighted material to be performed, has been duly licensed and authorized by the 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.

27. **House Seats:** The City retains the use of the following house seats for each Event:

- Mezzanine - Box 205, Seats 201-206 (Mayor's Box)
- Parterre Row A, Seats 163-170

The City retains the use of the following house seats and box(es) for opening night of multi-day Events and single day Events:

- Parterre Level      Box 105                      Seats 101-108

The User shall deliver the above seats to DAV no less than four weeks prior to the opening night of the applicable performance run.

28. **Seating Capacity.** The User shall not sell, allow, or cause to be sold or issued, admission tickets in excess of the seating capacity of, or admit a larger number of persons to the demised area than can be properly and safely seated and move about in said area. The User shall at all times comply with all applicable State and local public health orders related to the number of employees, patrons and/or other persons allowed or admitted in the Permitted Premises. Any decision made by the Executive Director regarding the foregoing shall be final.

29. **ADA – Americans with Disability Act Requirements.** The parties recognize that the City is subject to the provisions of Title II of the Americans with Disabilities Act (“ADA”) and that the User is subject to the provisions of Title III of the ADA (including all revised regulations dated September 15, 2010, and effective March 15, 2011). Concerning compliance with the ADA and all regulations thereunder, the City is responsible for the permanent building access requirements; such as wheelchair ramps, elevators, restrooms, doors, walkways, and accessible seats. The User is responsible for the non-permanent accessibility standards and requirements, such as, but not limited to, seating accessibility, ticket pricing, sign language interpreters, signage and all other auxiliary aids and services customarily provided by the User. The User shall comply with the ADA and all regulations thereunder.

Tickets for unsold accessible seating may be released for sale to individuals without disabilities:

1. When all non-accessible tickets (excluding luxury boxes, club boxes, or suites) have been sold;
2. When all non-accessible tickets in a designated seating area have been sold and the tickets for accessible seating are being released in the same designated area; or
3. When all non-accessible tickets in a designated price category have been sold and the tickets for accessible seating are being released within the same designated price category.

The User represents that it has viewed or otherwise apprised itself that such access to the Permitted Premises and common areas and accepts such access, common areas and other conditions of the Permitted Premises and common areas as adequate for the User's responsibilities under the ADA. The User shall be responsible for ensuring that the space rented by City to the User complies and continues to comply in all respects with the ADA, including accessibility, usability and configuration insofar as the User modifies, rearranges or sets up in the facility in order to accommodate the Event produced by the User. The User shall be responsible for any violations of the ADA that arise from the User's reconfiguration of the seating areas or modification of other portions of the Permitted Premises in order to accommodate the User's engagement. The User shall be responsible for: providing auxiliary aids and services that are ancillary to its production, ensuring that the policies, practices, and procedures it applies in its production are in compliance with the ADA, and any costs related thereto.

Without limiting the foregoing, the User's ticketing policy, seating charts, special restrictions, etc., shall, at a minimum, comply with the regulations and criteria set forth by the ADA and the City policies, including but not limited to any applicable Ticketing and Seating Protocols and any other instructions, policies, or procedures provided by the City to User.

30. **Emergency Personnel.** The User shall pay for Denver Police, Denver Fire and Paramedic personnel who are on duty during each Event. The necessity for and staffing levels of such personnel shall be solely determined by DAV, in consultation with such agencies.
31. **Rigging.** If rigging is desired or required for an Event, the User shall coordinate such rigging with DAV and comply with all rigging requirements of the City and any DAV policies.
32. **Pyrotechnics Restrictions.** The use of pyrotechnics during an Event at the Permitted Premises is allowed only by permit from and payment by the User of required fees to the Denver Fire Department, Fire Prevention Division - 745 West Colfax Ave., 3rd Floor, Denver, CO 80204, 720-913-3474. If a pyrotechnician is required, arrangements must be approved by City in writing, and made through the Denver Fire Prevention Bureau at the User's expense.
33. **No Third-Party Beneficiary.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the User, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person in connection with this Agreement. It is the express intention of the City and the User that any person other than the City or the User receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
34. **Legal Authority.** The User assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution, or other action passed or taken, to enter into this Agreement. The person or persons signing and executing this Agreement on behalf of the User, hereby warrant and guarantee that he/she or they have been fully authorized by the User to execute this Agreement on behalf of the User and to validly and legally bind the User to all terms and provisions herein.

35. **Agreement as Complete Integration; Amendments.** This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, handwritten notation or change, or other amendment hereto shall have any force or effect whatsoever. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement properly executed by the parties. This Agreement and all and each of its terms and conditions shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, personal representatives, successors, and assigns.
36. **Conflict of Interest.** The Parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein. The User further agrees not to hire, or contract for services with, any employee or officer of the City in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.
37. **Severability.** It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by a court to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.
38. **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.
39. **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 the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).
40. **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 User'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.
41. **Time of the Essence.** Time is of the essence with reference to all payments. Any extra time desired by the User not provided for by this Agreement must be first allowed and approved in writing by the Executive Director and must be paid for in accordance with the schedule of fees.

42. **Electronic Signatures and Electronic Records.** The User 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.
43. **Termination.** Either Party may, at its discretion, terminate this Agreement as follows:
- (a) Upon eighteen (18) months written notice to the other Party.
  - (b) 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.
  - (c) 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.
44. **Colorado Governmental Immunity Act.** In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.
45. **Financing Requirements.** The City has entered into tax exempt Bond and Certificate financing transactions (collectively "**Financings**") to finance various construction and maintenance projects at the Permitted Premises and, pursuant to the Financings and authorizing ordinances and the tax-exempt status of the Financings, the Permitted Premises are subject to regulation under the Internal Revenue Code and certain uses require review by Bond Counsel. Bond Counsel means the nationally recognized law firm or firms with expertise in public finance delivering their approving opinions with respect to the excludability from gross income for federal income tax purposes of interest on the Financings. The City Attorney's Office retains a list of approved Bond Counsel. The parties agree that due to the Financings of the Permitted Premises that this Agreement must be and has been approved by Bond Counsel, Kutak Rock LLP, 1801 California Street, Suite 3000, Denver, CO 80202. It is understood that the use of the Permitted Premises is restricted by the Bond Ordinances, and by all applicable rules, regulations, statutes or ordinances promulgated by any federal, state or municipal agency having jurisdiction over the Permitted Premises. The parties agree that, the Bond Ordinances permit the terms of the Agreement as written and that the User shall comply with all IRS regulations and take no action that would jeopardize the tax-exempt status of the Bonds. This



Agreement has been approved by Bond Counsel, attached hereto as **Exhibit C**. The User agrees that in its activities and occupancy hereunder it will comply with all of the terms and conditions of the Financings as those requirements are stated in this Agreement and that it will take no action, nor omit to act in any manner, which would cause the City to breach or be in default under the Financings.

46. **COMPLIANCE WITH DENVER WAGE LAWS.** To the extent applicable to the User's provision of Services hereunder, the User 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 User expressly acknowledges that the User is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the User, 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.

**Contract Control Number:** THTRS-202472292-00  
**Contractor Name:** OPERA COLORADO

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:**

THTRS-202472292-00  
OPERA COLORADO

DocuSigned by:  
*Greg Carpenter*  
By: 48DBA9CF3A784E8

Name: Greg Carpenter  
(please print)

Title: General & Artistic Director  
(please print)

ATTEST: [if required]

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

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

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

**EXHIBIT A**

**2024-2027 Schedule of Events, Opera Colorado**

**2024-2025 Season Schedule**

**Fall Performance Run**

Ellie Caulkins Opera House Stage

Thursday, October 24 to Tuesday, November 19, 2024

Studio Loft

Wednesday October 30 to Friday, November 1, 2024

Saturday, November 9, 2024

Tuesday, November 12, 2024

Friday, November 15, 2024

Sunday, November 17, 2024

Chambers Grant Salon

Saturday, November 9, 2024

Tuesday, November 12, 2024

Friday, November 15, 2024

Sunday, November 17, 2024

**Winter Performance Run**

Ellie Caulkins Opera House Stage

Monday, February 10 to Monday, March 3, 2025

Studio Loft

Wednesday February 12 to Friday, February 14, 2025

Saturday, February 22, 2025

Tuesday, February 25, 2025

Friday, February 29, 2025

Sunday, March 2, 2025

Chambers Grant Salon

Saturday, February 22, 2025

Tuesday, February 25, 2025

Friday, February 29, 2025

**EXHIBIT A**

**2024-2027 Schedule of Events, Opera Colorado**

Sunday, March 2, 2025

**Spring Performance**

Ellie Caulkins Opera House Stage

Monday, April 21 to Monday, May 12, 2025

Studio Loft

Wednesday April 23 to Friday, April 24, 2025

Monday, April 28 to Tuesday, April 29, 2025

Saturday, May 3, 2025

Tuesday, May 6, 2025

Friday, May 9, 2025

Sunday, May 11, 2025

Chambers Grant Salon

Saturday, May 3, 2025

Tuesday, May 6, 2025

Friday, May 9, 2025

Sunday, May 11, 2025

**2025-2026 Season Schedule**

**Fall Performance Run**

Ellie Caulkins Opera House Stage

Thursday, October 16 to Friday, November 14, 2025

Studio Loft

Wednesday, October 22, 2025

Thursday, October 23, 2025

Friday, October 24, 2025

Saturday, November 1, 2025

Tuesday, November 4, 2025

Friday, November 7, 2025

Sunday, November 9, 2025

## EXHIBIT A

### 2024-2027 Schedule of Events, Opera Colorado

Wednesday, November 12, 2025

#### Chambers Grant Salon

Saturday, November 1, 2025

Tuesday, November 4, 2025

Friday, November 7, 2025

Sunday, November 9, 2025

Wednesday, November 12, 2025

#### **Winter Performance Run**

#### Ellie Caulkins Opera House Stage

Monday, February 9 to Monday, March 2, 2026

#### Studio Loft

Wednesday, February 11, 2026

Thursday, February 12, 2026

Friday, February 13, 2026

Saturday, February 21, 2026

Tuesday, February 24, 2026

Friday, February 27, 2026

Sunday, March 1, 2026

#### Chambers Grant Salon

Saturday, February 21, 2026

Tuesday, February 24, 2026

Friday, February 27, 2026

#### **Spring Performance Run**

#### Ellie Caulkins Opera House Stage

Monday, April 20 to Tuesday, May 12, 2026

**EXHIBIT A**

**2024-2027 Schedule of Events, Opera Colorado**

Studio Loft

Wednesday, April 22, 2026

Thursday, April 23, 2026

Friday, April 24, 2026

Monday, April 27, 2026

Tuesday, April 28, 2026

Saturday, May 2, 2026

Tuesday, May 5, 2026

Friday, May 8, 2026

Sunday, May 10, 2026

Chambers Grant Salon

Saturday, May 2, 2026

Tuesday, May 5, 2026

Friday, May 8, 2026

Sunday, May 10, 2026

**2026-2027 Season Schedule**

**Fall Performance Run**

Ellie Caulkins Opera House Stage

Thursday, October 22 to Tuesday, November 17, 2026

Studio Loft

Wednesday, October 28, 2026

Thursday, October 29, 2026

Friday, October 30, 2026

Saturday, November 26, 2026

Tuesday, November 10, 2026

Friday, November 13, 2026

Sunday, November 15, 2026

Chambers Grant Salon

**EXHIBIT A**

**2024-2027 Schedule of Events, Opera Colorado**

Saturday, November 26, 2026

Tuesday, November 10, 2026

Friday, November 13, 2026

Sunday, November 15, 2026

**Winter Performance Run**

Ellie Caulkins Opera House Stage

Monday, February 8 to Monday, March 1, 2027

Studio Loft

Wednesday, February 10, 2027

Thursday, February 11, 2027

Friday, February 12, 2027

Saturday, February 20, 2027

Tuesday, February 23, 2027

Friday, February 26, 2027

Sunday, February 28, 2027

Chambers Grant Salon

Saturday, February 20, 2027

Tuesday, February 23, 2027

Friday, February 26, 2027

Sunday, February 28, 2027

**Spring Performance Run**

Ellie Caulkins Opera House Stage

Monday, April 19 to Tuesday, May 11, 2027

Studio Loft

Wednesday, April 21, 2027

Thursday, April 22, 2027

Friday, April 23, 2027

Monday, April 26, 2027



**EXHIBIT A**

**2024-2027 Schedule of Events, Opera Colorado**

Tuesday, April 27, 2027

Saturday, May 1, 2027

Tuesday, May 4, 2027

Friday, May 7, 2027

Sunday, May 9, 2027

Chambers Grant Salon

Saturday, May 1, 2027

Tuesday, May 4, 2027

Friday, May 7, 2027

Sunday, May 9, 2027



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2024

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).

Table with PRODUCER and INSURED information, including contact details for JOHANNA HERNANDEZ and a list of INSURER(S) AFFORDING COVERAGE.

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.

Main table detailing insurance coverages including Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation. Includes columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contract THTRS-202472292
As required by written contract, the City and County of Denver, its Elected and appointed Officials, Employees and Volunteers are included as Additional Insured.

Table with CERTIFICATE HOLDER and CANCELLATION sections. Includes address for City & County Of Denver and a signature for Johanna Hernandez.



**Kutak Rock LLP**  
2001 16<sup>th</sup> Street, Suite 1800, Denver, CO 80202  
office 303.297.2400

January 11, 2024

City and County of Denver  
c/o Denver City Attorney's Office  
1437 Bannock, Room 353  
Denver, Colorado 80202

Re: Private Activity Bond Review: Denver Arts & Venues User Agreement Denver Performing Arts Complex, between the City and County of Denver and Opera Colorado

Ladies and Gentlemen:

We have been advised that the City and County of Denver (the "City") intends to enter into the referenced User Agreement (the "Agreement") with Opera Colorado (the "User"). The User is a nongovernmental entity. The Agreement contemplates nonexclusive use (the "Use") by the User of the Ellie Caulkins Opera House in the Quigg Newton Denver Municipal Auditorium, including the Studio Loft and the Chambers Grant Salon (the "Premises"). The Agreement describes the Use as including event move-ins, rehearsals, performances and move-outs. As consideration for the Use, the User is required to make certain rental payments and payments of a Facilities Development Admissions Tax pursuant to D.R.M.C. Sec. 53-7, subject to certain exceptions that may be granted as further described in the Agreement. We understand that the City is confirming whether any outstanding tax-exempt bond or lease obligations ("Obligations") have financed or refinanced the Premises. The City has requested that we review the Agreement to determine whether the Agreement will result in any Obligations becoming private activity bonds, as such term is defined in Section 141(a) of the Internal Revenue Code of 1986 (the "Code").

For the purpose of this letter, we have assumed the following: (1) the Agreement accurately reflects the arrangement between the City and the User concerning the terms of the Use; (2) any Obligations that have financed or refinanced the Premises are Obligations solely payable from and solely secured by generally applicable taxes (*e.g.*, the Premises are not leased property of tax-exempt lease obligations and there are no mortgages with respect to the Premises securing Obligations); and (3) amounts received or to be received by the City relating to activities at the Premises have not and will not exceed ordinary and necessary expenses payable by the City that are attributable to the operation and maintenance of the Premises. We have not conducted any independent diligence and have not taken any steps to verify the accuracy of the

# KUTAKROCK

City and County of Denver  
c/o Denver City Attorney's Office  
January 11, 2024  
Page 2

assumptions set forth above. We understand that the City is in the process of confirming its procedures for documenting the accuracy of the matters referenced above.

Section 141(a) of the Code defines the term "private activity bond" to mean, as relevant to the Agreement and the Premises, any bond issued as part of an issue which meets (1) the "private business use test" and (2) the "private security or payment test." An issue generally meets the private business use test, defined in Section 141(b)(1) of the Code, if more than ten percent of the proceeds of the issue, or of all the facilities financed or refinanced by the issue, are expected to be used in a related trade or business by any nongovernmental person. Use of the Premises by the User constitutes private business use because the User is a nongovernmental person using the Premises in its trade or business.

An issue generally meets the private security or payment test, defined in Section 141(b)(2) of the Code, if the payment of debt service on more than ten percent of the proceeds of such issue is directly or indirectly (a) secured by any interest in property used or expected to be used for a private business use or payments in respect of such property, or (b) derived from payments in respect of property used or expected to be used for a private business use. Payments by a person for use of property do not include the portion of any payment that is properly allocable to the operation and maintenance of the financed property used by that person, as set forth in Section 1.141-4(c)(2)(i)(B) of the Treasury Regulations. Assuming the accuracy of the assumptions stated in this letter, no Obligations are secured by an interest in the Premises, and debt service on any Obligations is not derived from payments in respect of the Premises, net of properly allocable operation and maintenance costs of the City with respect to the Premises.

Based on the above and assuming the accuracy of the assumptions set forth in this letter, the Agreement and the Use of the Premises thereunder will not cause any outstanding Obligations to become private activity bonds and therefore will not adversely affect the exclusion from gross income for federal income tax purposes of any interest on such Obligations.

The scope of our engagement has not extended beyond the review of the Agreement. The conclusions expressed herein are based on existing laws on the date hereof, and we express no opinion as of any subsequent date or with respect to any pending or future proposed or final Treasury Regulations and legislation. This letter has been prepared solely for your use and may not be relied on by any other person without our prior written consent.

Very truly yours,



Kutak Rock LLP