

AGREEMENT

This **AGREEMENT** (the "**Agreement**") is entered, as of the date on the City's signature page below, by and between the **CITY AND COUNTY OF DENVER** (the "**City**"), a Colorado municipal corporation, and **RINO ART DISTRICT**, a Colorado nonprofit corporation ("**RiNo**" or "**Partner**"), with an address of 3501 Wazee Street, Suite 109, Denver, Colorado 80216.

RECITALS

WHEREAS, the Partner desires to provide certain services, during the Term of this Agreement, at the Event Site (defined below) owned by the City and operated by the City's Department of Public Works designated under this Agreement for conducting multi-day activities and programming as described in this Agreement; and

WHEREAS, in the exercise of the City's lawful functions, Public Works has granted the Department of Parks and Recreation ("DPR") permission for the use of certain right-of-way as an Event Site for multi-day activities at the site; and

WHEREAS, by operation of this Agreement, Partner is granted access to the Event Site to provide services related to the multi-day activities under this Agreement, so long as such activities are compatible and appropriate as allowed for City-owned properties; and

WHEREAS, Partner will contract with entity or entities, whether non-profit or for-profit, which will be obligated to Partner and to the City, to perform certain services; and

WHEREAS, the City and the Partner believe that the multi-day activities will generate favorable exposure as well as public and economic benefits for both the City and the Partner, and provide recreational and social activities, events and programming for the enjoyment of the local community and general public; and

WHEREAS, the proposed events and activities to be conducted in accordance with this Agreement provide a substantial public benefit to the City and its citizens; and

WHEREAS, the City and the Partner concur that this Agreement appropriately and fairly establishes the terms and conditions upon which the multi-day event and activities will occur;

NOW, THEREFORE, the City, for the Term specified below and in consideration of the recitals stated above and the terms and conditions stated in this Agreement, hereby grants access to the Partner to conduct activities at the Event Site subject to the express terms and conditions as follows:

1. **DEFINITIONS** All capitalized terms and phrases used in this Agreement, if not a proper name, shall have the following meanings:

1.1 **Activity**. "Activity" shall mean the individual programs held and conducted by Partner during the Event Dates.

1.2 Agreement. “Agreement” shall mean this Agreement, its exhibits, and all amendments and extensions thereto, along with all Plans approved in accordance with Article 12.

1.3 Applicable Law. “Applicable Law” shall mean any federal, state or local law, governmental rule, regulation or ordinance, or judicial order or decree, including without limitation the Denver Charter; Denver Revised Municipal Code; rules, regulations, and policies of the City departments and agencies; and executive orders of the City’s Mayor, as any of the same may be amended from time to time; along with all applicable liquor laws and licensing requirements (state or local); and as further provided in Article 16.

1.4 City. “City” shall mean the City and County of Denver and all of its departments and agencies.

1.5 City Liaison. “City Liaison” shall have the meaning set forth in Section 6.1.1 herein.

1.6 City Services. “City Services” shall have the meaning set forth in Section 6.1 herein.

1.7 Claims. “Claims” shall have the meaning set forth in Section 11.1 herein.

1.8 Clean-Up Plan. “Clean Up Plan” shall have the meaning set forth in Section 12.5 herein.

1.9 Concession. “Concession” shall have the meaning set forth in Section 3.3 herein.

1.10 Concession Site. “Concession Site” shall have the meaning set forth in Section 3.3.4 herein.

1.11 Concession Plan. “Concession Plan” shall have the meaning set forth in Section 12.8 herein.

1.12 Confidential Information. “Confidential Information” shall have the meaning set forth in Section 13.2 herein.

1.13 Damage Deposit. “Damage Deposit” shall have the meaning set forth in Section 4.3 herein.

1.14 Default by Partner. “Default by Partner” shall have the meaning set forth in Section 8.1 herein.

1.15 Default by City. “Default by City” shall have the meaning set forth in Section 8.2 herein.

1.16 Emergency Services Plan. “Emergency Services Plan” shall have the meaning set forth in Section 12.2.2 herein.

1.17 Entertainment. “Entertainment” shall have the meaning set forth in Section 3.7 herein.

1.18 Event. “Event” shall have the meaning set forth in Section 2.1 herein.

1.19 Event Dates. “Event Dates” shall have the meaning set forth in Section 2.2 herein, and shall include such dates as agreed or modified in accordance with this Agreement.

1.20 Event Permit. “Event Permit” shall have the meaning set forth in Section 3.1 herein.

1.21 Event Schedule. “Event Schedule” shall have the meaning set forth in Section 2.2.3 herein.

1.22 Event Site. “Event Site” shall have the meaning set forth in Section 2.3 herein, and shall include such locations as agreed or modified in accordance with this Agreement.

1.23 Facilities. “Facilities” shall mean the temporary structures, platforms, stages, furnishings, equipment, restrooms, and associated items and amenities, including those used for Concession operations, authorized under the Facilities Plan under Section 12.7.

1.24 Facilities Plan. “Facilities Plan” shall have the meaning set forth in Section 12.7 herein.

1.25 Fees. “Fees” shall have the meaning set forth in Section 4.1 herein.

1.26 Fire Plan. “Fire Plan” shall have the meaning set forth in Section 12.2.1 herein.

1.27 Force Majeure. “Force Majeure” shall mean adverse acts of God, fires, floods, droughts, severe weather, unusually and persistently hot or cold weather, epidemics, quarantine restrictions, water restrictions, strikes, failure of public utilities, court orders or similar significant disruption to the holding of the Event or the use and/or occupancy of the Event Site that are reasonably unforeseen.

1.28 Load-In. “Load-In” shall have the meaning set forth in Section 2.4 herein.

1.29 Load-Out. “Load-Out” shall have the meaning as set forth in Section 2.4 herein.

1.30 Manager. “Manager” shall mean the Manager (or the Executive Director) of the City and County of Denver Parks and Recreation Department or the Deputy Manager (or Deputy Executive Director) for Parks and Recreation Department or the Manager’s designated representative(s).

1.31 Curfew. “Curfew” shall mean 11:00 p.m. to 5:00 a.m. every day of the week.

1.32 Partner. “Partner” shall mean RiNo Art District, as set forth and described in the introductory paragraph. From time to time this Agreement shall reference certain rights and obligations granted to RiNo Art District, and may separately reference rights and obligations

granted to RiNo Art District contractors or subcontractors. To the extent applicable or practical, reference “Partner” shall also include Partner’s contractor and/or subcontractor.

1.33 Partner Services. “Partner Services” shall have the meaning set forth in Section 5.2 herein.

1.34 Party/Parties. “Party” shall mean either the City or Partner individually, depending on the context, and “Parties” shall mean the City and Partner jointly.

1.35 Permitted Activities. “Permitted Activities” or “Activities” shall have the meaning set forth in Section 1.1 above, and Section 3 herein.

1.36 Permitted Alcohol. “Permitted Alcohol” shall have the meaning set forth in Section 3.4 herein.

1.37 Personal Property. “Personal Property” shall have the meaning set forth in Section 14.1 herein.

1.38 Plans. “Plans” shall have the meaning set forth in Article 12.

1.39 Security Plan. “Security Plan” shall have the meaning set forth in Section 12.2.3 herein.

1.40 Set Up Plan. “Set Up Plan” shall have the meaning set forth in Section 12.3 herein.

1.41 Signage Plan. “Signage Plan” shall have the meaning set forth in Section 12.4 herein.

1.42 Site Drawing. “Site Drawing” shall have meaning set forth in Section 2.3.1 herein and, more specifically, **Exhibit B** to this Agreement.

1.43 Subcontractor. “Subcontractor” shall mean any and all subcontractors, independent contractors, suppliers, vendors, concessionaires, caterers, and/or other entities or agents that Partner hires, contracts with or engages to perform Partner’s responsibilities or services under this Agreement or to provide for sales and services authorized under this Agreement.

1.44 Term. “Term” shall have the meaning set forth in Section 7.1 herein.

1.45 Traffic Control Plan. “Traffic Control Plan” shall have the meaning set forth in Section 12.1 herein.

2. **EVENT**.

2.1 Event. The Partner, with assistance from the City, agrees to fund or cause funding to be provided; install, operate and maintain Facilities, Concession, Activities, Entertainment, and programming; and provide schedules and coordination therefor, at the Event

Site specified in Section 2.3 herein for the Permitted Activities specified in Article 3 herein during the Event Dates specified in Section 2.2 herein (“**Event**”). City may also install certain Facilities for use for the Event, but shall not be obligated to do so.

2.2 Event Dates.

2.2.1 Except as otherwise agreed in writing by the Manager and Partner, the Event shall occur March 30, 2018 through November 30, 2018, which shall be within the Term of the Agreement (“**Event Dates**”).

2.2.2 There is no requirement that the Partner present Permitted Activities on each and every day during the Event Dates. Partner shall provide its additions and modifications to schedules and prior written notification to the City Liaison, no later than fourteen (14) days prior to the new, proposed start date (unless Partner informs City otherwise). Partner shall also inform the City of any cancellation of Activities. The Partner shall remain responsible for maintaining, securing and protecting at all times the Facilities and Personal Property, including any City-owned property, at the Event Site despite the duration or reasons for not presenting Permitted Activities.

2.2.3 An initial schedule and description of Activities is attached hereto and incorporated herein by reference as **Exhibit A** to this Agreement. Partner’s maintenance crews and security authorized to protect the Partner’s and City’s Facilities and Personal Property situated in the Event Site are allowed to be on site during Parks Curfew and other times for that purpose.

2.3 Event Site. Except as otherwise agreed in writing in accordance with this Section 2.3, the Events will be held, during the Term of this Agreement, generally at the corner of Broadway and Blake Street (“**Event Site**”).

2.3.1 The specific boundaries of the Event Site shall be as depicted in the drawing contained in **Exhibit B** attached hereto and incorporated herein by reference (“**Site Drawing**”), subject to modification through a revised drawing as mutually agreed in writing by the City Liaison and Partner. The Event and associated Activities shall be conducted only within the approved Event Site, and no part of the Event or Activities may be conducted in the immediately adjacent public Right-of-Way. The Event and associated Activities shall at all times be open to the general public within the Event Site, except for previously approved admission-based Activities. The designated area within the Event Site for admission-based Activities must be approved in writing by no later than 30-days prior to the start date of the admission-based Activity.

2.3.2 Any modification of the Event Site shall be subject to the prior written approval of the Manager and the terms and conditions the Manager deems necessary for the proper and safe operation of the Events and to accommodate and protect the rights of other scheduled permitted events or authorized uses in or near the Event Site.

2.4 Load-In and Load-Out. The dates and locations for delivering and installing the Facilities and Personal Property on site and setting up for the Event (“**Load-In**”) along with the dates and locations for dismantling and removing the Facilities and Personal Property and

cleaning up and restoring the Event Site after the last day of the Event Dates (“**Load-Out**”), including access to and use of the Event Site and the surrounding public or City-owned property during Load-In and Load-Out, shall be as provided in the approved Load In Plan and Load Out Plan, with Load-In occurring approximately fourteen (14) days prior to the first of the Event Dates, and Load-Out occurring approximately fourteen (14) days following the last of the Event Dates, unless other arrangements are approved. Load-In and Load-Out may occur during Parks Curfew provided that prior written permission is obtained from the City Liaison. The dates, times, locations, and activities for Load-In and Load-Out must reasonably accommodate, and protect the rights of, other scheduled or permitted events, work, or activities in or near the Event Site. City may install certain Facilities to accommodate the Event and schedules, but is not obligated to do so. Partner and City shall coordinate and cooperate with regard to installation, coordination and Load-In and Load-Out days, times and procedures.

2.4.1 Set Up For Activities. Partner may set up Facilities and equipment needed for any Activities to be held in the Event Space as the Partner sees fit and as the Partner may direct its vendors, workers or contractors or subcontractors. Partner must at all times comply with any applicable Facilities and Concessions Plans, and well as any safety and Right-of-Way (ROW) requirements under this Agreement and Section 2.4. However, Partner is not required to abide by the Load-In or Load-Out deadlines in Section 2.4.

3. **AUTHORIZATION.**

3.1 Permit & Permitted Activities.

3.1.1 By this Agreement and subject to the terms and conditions, the City grants Partner access required to install, operate and maintain the approved Facilities, the approved Concessions, and the approved Activities at the Event Site; to conduct Activities at the Event Site during the Event Dates; to perform Load-In and Load-Out, as provided in the Set Up Plan; to perform all work and take all actions as contemplated by the approved Plans under Article 12; and to engage in the activities, programming and uses specified in this Article 3 (the “**Permitted Activities**” or “**Activities**”) (collectively, the “**Event Permit**”). No other permit otherwise issued by the Denver Department of Parks and Recreation will be required. The Event Permit is granted on the condition that Partner fully and faithfully performs all obligations specified in this Agreement.

3.1.2 The Department of Parks and Recreation has been granted permission to use the subject space as an Event Site from the Department of Public Works. Partner, in accordance with that permission from Public Works and this Agreement, shall obtain and comply with any and all other permits, licenses or approvals required by other City departments or any other governmental entity with authority over any aspect of the Event and associated Activities. The Partner shall be solely responsible for paying in full and in a timely manner any fees or charges required by other City departments or any other governmental entity with authority over any aspect of the Event, Activities or the use of City property.

3.1.3 Partner and its Subcontractors are granted access to the Event Site as of the first date of Load-In activities and is authorized to start activities at the Event Site subject to

the City's rights to perform its services under Section 6.1, to enforce this Agreement, and to take such actions as required by law.

3.1.4 To the extent that the Partner retains or authorizes Subcontractors to perform any of the Partner's obligations or to exercise any rights of the Partner under this Agreement, the Partner shall be solely responsible for assuring that the Subcontractor complies with this Agreement. Partner shall provide the City Liaison copies of any and all subcontracts entered into by Partner related to the Event, Activities and this Agreement.

3.2 Public Use. Access to and use of the Event Site shall be free to the public except for such sales and services as authorized in this Article 3. The public shall have access to all portions of the Event Site except for enclosed or secured Facilities and shall not be under any obligation to make any purchase from the Partner or Subcontractors. The Partner shall regulate public access and use to assure compliance with all occupancy and safety restrictions under Applicable Law.

3.3 Concession. Partner has the exclusive right to sell and serve, or contract with or otherwise permit Subcontractors to sell and serve, food, beverages and merchandise related to the Event and associated Activities within the Event Site during Event Dates ("Concession").

3.3.1 This "exclusive" right with regard to the Event Site shall not limit the authority of the City to permit other concessions or privileges to sell and serve food, beverages and merchandise on the surrounding and near-by public or other City-owned property but outside of the Event Site.

3.3.2 The sale, service and consumption of alcohol beverages of any kind is strictly prohibited in the Event Site, except as expressly provided in Section 3.4.

3.3.3 Grant of access and Partner's other rights and privileges under this Agreement shall be conditional on the Partner conducting the Concession in accordance with the Concession Plan, and the Partner and its Subcontractors obtaining, paying for and complying with all necessary permits and licenses required for such Concession, such as sales tax licenses, health and safety permits, liquor licenses, and whatever other authorizations may be required for the Concession by Applicable Law.

3.3.4 The Concession's sales and services shall be conducted within an enclosed or partially enclosed tent, booth, canopy structure of such dimensions and at such location as depicted for the Event in the Concession Plan, including the proposed "shipping container." ("Concession Site"). The secure storage for food and beverages is allowed outside of the Concession Site but within the Event Site in secured Facilities located as depicted in the Concession Plan, and in accordance with applicable laws and restrictions.

3.3.5 The consumption of food and beverages may occur anywhere within the Event Site and the surrounding public areas, except alcohol beverages which must be consumed as provided in Section 3.4.

3.3.6 Food and beverages will be served by the Partner or Subcontractors as part of the Concession food and beverage service.

3.3.7 No glass bottles or containers are allowed for the service of food or beverages except as may be expressly authorized in the approved Concession Plan.

3.4 Sale and Service of Permitted Alcohol at the Event Site. Subject to the terms and conditions of this Section 3.4, the Partner, including its Subcontractors, 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 Partner or the Subcontractor to engage in the service and sale of Permitted Alcohol to the public within the Event Site shall be subject to the Partner or Subcontractor 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 Partner may enter into a separate agreement with properly qualified Subcontractors to manage and operate service of Permitted Alcohol within the Event Site during specified Event Dates. A copy of the separate agreement(s) shall be provided to the City Liaison. Partner is required to subcontract for each individual Activity or program wherein alcohol will be served or sold, and each Subcontractor shall obtain its own liquor license from Denver Excise and License, in accordance with applicable rules, regulations and laws. As further detailed in Section 3.4.5, below, Partner or the Subcontractor is required to obtain liquor liability insurance, and to indemnify the City in the same manner as set forth in Sections 10 and 11 of this Agreement. Partner shall be responsible for monitoring the activities of the Subcontractor with respect to the service of Permitted Alcohol at the Event and demanding compliance by 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 Partner and Subcontractor shall comply with said regulation or licensing restriction.

3.4.4 The Partner shall provide the security and staff necessary during hours of Event operations to assure that the public complies with all requirements and restrictions set forth in this Section 3.4 and with Applicable Law. The security for alcohol sale and service shall be addressed in the approved Security Plan, consistent with Section 12.2.3.

3.4.5 The Partner shall, or shall require its Subcontractors to, obtain and maintain liquor legal liability insurance for the sale and service of Permitted Alcohol during the specified Event as provided in Section 10.9. Partner is permitted to obtain the liquor liability insurance on behalf of the Subcontractor. Liquor liability insurance must be in effect continuously during those Event Dates during which Partner and/or Subcontractors intend to sell or serve alcohol, and for sixty (60) days thereafter. Partner shall provide evidence of coverage along with the subcontract to the City Liaison. The liquor legal liability insurance shall not lessen or limit the liability of Partner as provided in Section 11.

3.5 Advertising, Sponsorship and Signage. Partner may permit and sell temporary advertising and sponsorship rights and install temporary signage related to the Activities during the Event Dates and within the Event Site and such other locations as approved in advance and in writing by the City Liaison and in accordance with Applicable Law, City policy, and the Signage Plan approved by the Manager. All advertising and other signage must be promptly removed at the end of the Event Dates. The Partner shall provide, upon request by the City Liaison, copies of any sponsorship or similar agreements the Partner enters. Promotional materials for activities directly related to this partnership agreement, including but not limited to flyers, websites or press releases, shall recognize Denver Parks & Recreation as a partner. Promotional materials for activities under this partnership agreement must be coordinated with and approved by the Department's Director of Marketing and Communication.

3.6 Sales & Services. The sale of goods, merchandise and services are allowed as appropriate for the support of the Event/Activities and in a manner consistent with the nature of the Event, Activities and the use of City property. The Partner agrees and covenants that, with respect to the Event/Activities, the Partner shall not permit any sales of, or any sponsorship, advertising, promotional products, and marketing in the Event Site or associated with the Event/Activities for the sale or promotion of, any of the following: (i) firearms; (ii) fireworks; (iii) pornography; (iv) marijuana; and (v) tobacco products, which includes cigarette "substitutes", e-cigarettes, vaping devices and paraphernalia for tobacco and other smoking.

3.7 Entertainment. The Partner may provide entertainment common and customary for publicly accessible public open-space type events ("**Entertainment**"). The Entertainment must be family friendly and provided in a manner sensitive to the surrounding businesses, residences and the public not attending the Event. The location of Entertainment within the Event Site shall be as noted on the Facilities Plan. The City's noise ordinances and regulations shall be strictly adhered to by Partner and its Subcontractors who provide the Entertainment. Complaints about noise shall be properly and promptly addressed by Partner and Subcontractors in a manner that adequately resolves the complaints. No Entertainment may be provided during Parks Curfew. However, Partner may obtain prior authorization from the Manager or designee to allow an Activity to continue after Curfew. Partner is responsible for any costs and resources needed for the extended Activity. Partner shall be responsible and liable for any costs associated with violations and non-compliance resulting from extended activity.

4. EVENT COSTS.

4.1 Any cost or expense incurred by the Partner in connection with the Event shall be the sole responsibility of and paid by the Partner, and shall be paid in a strictly timely manner with documented evidence of such payment being provided to the City Liaison upon written request, including but not limited to the following:

4.1.1 Costs and expenses of performing Partner Services, including by its Subcontractors, and other obligations hereunder;

4.1.2 Costs and expenses associated with the Concession and Entertainment;

4.1.3 Charges and fees imposed by the City as provided in this Agreement;

4.1.4 Costs associated with any necessary sidewalk, street or public lane closures;

4.1.5 Costs associated with required police, fire, and medical services provided for the Event; and

4.1.6 Any and all other costs, charges and fees that are the obligation of Partner to pay.

4.1.7 Partner shall reimburse the City for all charges, costs and expenses that are Partner's responsibility but assessed, attributed or billed to the City.

4.1.8 City shall not require payment of fees, including permitting fees ordinarily charged by the Denver Department of Parks and Recreation, but this waiver shall not result in the limitation, reduction or waiver of any fee or charge imposed and collected by other City departments or any other governmental entity with authority over any aspect of the Event or the use of City property.

4.1.9 All revenues generated by or arising from the operation of the Event and Activities shall be and remain the exclusive property of Partner. Partner is solely responsible for payment owed to its employees, contractors, subcontractors, and any other obligee.

4.2 Damage Deposit. Partner shall deposit with the City no later than fourteen (14) calendar days prior to the first day of Load-In a damage deposit in the amount of **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)**("Damage Deposit"). The Damage Deposit is intended to assure that adequate compensation for costs is available to the City to cover any costs the City incurs or may incur in the event that Partner or Partner's Subcontractor(s) should fail to sufficiently return the Event Site, the surrounding public and/or City-owned areas and other nearby property to its original condition after the last date of Load-Out, or fail to clean and remove all waste, stains, litter and debris resulting from or associated with the Events, or in the circumstance that Partner or Partner's Subcontractor(s) should fail to repair or replace (with items of equal or better quality) all property damaged in the Event Site, the surrounding public and/or City-owned areas or other nearby property which damages resulted from or were associated with the Event. Partner shall perform all clean-up and shall make such repairs and replacement as authorized under Section 5.2.12 without requiring the City to resort to claiming the Damage Deposit. Should Partner fail to perform as specified herein by the end of last day of Load-Out, the City shall be entitled to retain such portions of the Damage Deposit as reasonably necessary to perform the clean-up, repairs, and replacement, and if the City's costs for such work exceed the amount of the Damage Deposit, the City shall not be limited by the Damage Deposit in its claim for actual damages. If the City has no claim against the Damage Deposit, the Damage Deposit shall be returned to Partner within thirty (30) calendar days following the last day of Load-Out, or if the entire amount of the Damage Deposit is not required for the City to perform clean-up, repairs, or replacement, the remaining portion of the Damage Deposit shall be returned to Partner within sixty (60) calendar days following the last day of Load-Out.

4.3 Walk-Through Inspections and Records. Partner shall appoint a representative authorized to act on behalf of Partner with respect to the duties and actions under this Section 4.3. Partner's representative and the City Liaison or other representative of the City designated by the Manager shall arrange times for walk-throughs as specified herein. The initial walk-through will be conducted within fourteen (14) calendar days before the first day of Load-In for the Event; and post-Load Out walk-through will be conducted immediately (weather permitting) following the last day of Load-Out. A report of the condition of the Event Site and the surrounding public or other City-owned property and adjoining right of way, both before Load-In and after Load-Out, including contemporaneous pictures, shall be prepared and signed by both the City Liaison and the Partner's representative. This report shall provide the basis for determining what clean-up, repairs and replacements, if any, are appropriate for the Partner to perform or the City to seek reimbursement for, which may be taken from the Damage Deposit under Section 4.2, or if insufficient, the City shall make a separate request from Partner. In the event there is a dispute as to the required clean-up, repairs and replacements that may be appropriate under Section 4.2, the City and the Partner may seek the opinion of an impartial and qualified third party to mediate the dispute. If that mediation should not resolve the dispute, the City and/or the Partner may seek judicial recourse as provided in this Agreement. The City is further entitled at its discretion, but not obligated, to perform "spot walkthroughs" during the course of the Event Dates with the same reporting and documentation requirements under this subparagraph 4.3.

4.4 Payment Method. The Damage Deposit, as well as any other reimbursement to the City that may arise, shall be tendered by check made out to the Denver Manager of Finance and delivered to the Finance and Administration Division, Department of Parks and Recreation, 201 West Colfax, Department 602, Denver, Colorado 80202. The Event Permit shall not be deemed to be in effect until the Damage Deposit has been submitted as required herein and available funds are verified.

5. PARTNER RESPONSIBILITIES.

5.1 General. Partner shall be responsible for scheduling, organizing, coordinating producing and holding the Event and Activities, including the installation (except for those installations conducted by City), safety, care and maintenance of the Facilities, Concessions and Entertainment in the Event Site (including associated advertising, promotion, and sponsorships), and for the payment of all costs and expenses related thereto. Partner shall allow the City to also utilize the Event Site for a limited number of Activities or programs upon reasonable notice to Partner, and upon mutually agreed upon terms and conditions, only so long City's proposed Activity or program does not conflict with previously scheduled Partner Activities or programs.

5.2 Partner Services. Except as expressly provided in Article 6, any service or action which is to be performed or taken in connection with the Event and associated Activities shall be the responsibility of the Partner. Without limiting and in furtherance of the foregoing, the Partner shall be responsible, either directly or through its Subcontractor, for providing the following services related to or associated with the Event, in accordance with the approved Plans under Article 12 ("**Partner Services**"):

5.2.1 Promotion of the Event, including advertising, sponsorships, and marketing;

5.2.2 Production of the Event, including installation, operation, and monitoring of the Entertainment, Facilities and Concessions, and the retention and supervision of work crews and volunteers to perform this work;

5.2.3 Contracting with and supervising all Subcontractors for the Concession, including those providing catering and other food service, waiting and bussing service, maintenance and cleaning, etc., and assuring complete faithful performance of the contracted duties and obligations;

5.2.4 Staging, supervising and adequately controlling Load-In and Load-Out;

5.2.5 As agreed upon herein or otherwise, obtaining, setting up, maintaining, and dismantling booths, seating, canopies, tents, chairs and tables, and related service facilities which are safe, serviceable, and of adequate numbers to serve the public coming to the Event;

5.2.6 Installing and maintaining security and perimeter fencing and barricades as may be necessary or required to control access to the Event Site and to provide for appropriate crowd control, alcohol control and public safety;

5.2.7 Providing for the installation and operation of portable toilets and water supplies as may be necessary or required for the operation of the Event, including assured public access to and use of the toilets in accordance with the Americans with Disabilities Act (5 foot squared per Public Works requirements), with toilet facilities and cleaned as needed;

5.2.8 Providing all clean-up crews, washing equipment, garbage carts, trash receptacles, recycling containers, pick-up of trash and cleaning of debris generated by or associated with the Events, and proper removal and disposal of trash and debris, on a daily basis and as needed during the course of the entire Event period and all associated Activities, including trash and debris put into City-owned trash receptacles in and near the Event Site;

5.2.9 [RESERVED];

5.2.10 Preventing on-site disposal or release of water, ice, and other liquids used for the Events at the Event Site including the protection of existing storm sewer utilities from contaminants generated by Event.

5.2.11 Providing, locating and shutting off or turning on lights as may be needed to conduct the Event and Activities and maintain safety;

5.2.12 Providing such security, public safety, crowd control, fire protection, and emergency medical services for the Event and all associated Activities, including during Load-In and Load-Out as set forth in the approved required Plans;

5.2.13 Repairing and/or replacing, as authorized and directed by the Manager, any damaged real or personal property owned or leased by the City within or in the vicinity of

the Event Site and the surrounding public and/or City-owned areas and other property, to the extent such damage is the result of or associated with the acts or omissions of the Partner and/or its Subcontractor(s) related to the Event and associated Activities;

5.2.14 Observing all requirements under permits for bike lane and/or road closures at all times, as set forth in the approved Traffic Control Plan;

5.2.15 Engaging in such public outreach, as circumstances warrant, to address the impacts of the Event which are of concern to surrounding property owners and tenants, including but not limited to complaints and the needs of the community; and

5.2.16 Providing such other services, including guest services, as the Partner shall deem desirable in conducting the Event and associated Activities so long as the services support or directly relate to the Permitted Activities.

5.3 Electrical Service and Water Supply.

5.3.1 Except where Facilities already exist, Partner will provide the electrical service and system where the Event Site is located and will cover such costs. Partner shall arrange and cover the cost for any special electrical connection to said electrical system for all electrical usage for the Event. Partner is also responsible for obtaining all required permits. Partner is responsible for all work, design, installation and associated liabilities related to providing electrical service, and is responsible for ensuring adequate electrical power is provided to reasonably conduct the Event and Activities.

5.3.2 If Partner determines it needs to utilize generators or other electrical connections in order to provide some portion of the required electrical needs for the Event Site, then Partner shall be responsible for the expense. Partner shall obtain and pay for any permits, licenses, or approvals for the installation and operation of the generators and other electrical connections, which must be installed and operated in a manner so that they do not damage, or adversely impact or impede the public use of, the public or other City-owned property or the streets, including excessive noise and fumes.

5.3.3 Partner hereby expressly waives any and all claims for compensation from the City and the Denver Water Board for any and all loss or damage sustained by reason of any defect, deficiency, failure or impairment of the water supply system, drainage system, or electrical system on, near or otherwise related to the Event Site. City shall not be responsible or liable for any loss, damage or claims of any utility provider related to provision of utility service for the Event or Activities.

5.4 Reimbursement Obligations. From time to time, the Parties may mutually agree that the City will perform on behalf of Partner certain of the Partner Services or provide other services requested by Partner, if deemed appropriate by the Manager. The request by the Partner shall be submitted in writing to the City Liaison, and City Liaison shall be entitled to request additional follow-up information as may be needed. City Liaison shall respond in reasonable amount of time, and shall not unreasonably withhold approval. City is not obligated or required to approve the request. If approved, Partner shall pay and/or reimburse the City, as mutually agreed upon, for performing such services.

5.5 Duty of Care. While exercising the rights granted herein, Partner shall use and occupy the Event Site and the areas for Load-In and Load-Out in a reasonably safe and careful manner, follow all plans approved under Section 12, and shall comply with all Applicable Laws. Partner shall not knowingly do any act, willfully cause or knowingly allow any act to be done during the Term of this Agreement that will in any way damage the Event Site or any part of the surrounding public property or other City-owned or private property, or cause personal injury to, or damage the property of, attendees of the Event or Activities, citizens utilizing the surrounding public or other City-owned property, the owners of nearby private property, or City employees.

5.6 Utility Locate. Prior to engaging in earth-disturbing activity (if any is necessary) in or near the Event Site, Partner shall be responsible for arranging for utility locations, at its sole expense and in accordance with Applicable Law. Partner shall be liable for failure to comply with Applicable Law with respect to digging activities in or near utility locations.

5.7 Compliance with Laws. Except as expressly modified herein or as otherwise modified by written directive of the Manager, the prohibitions and restrictions for uses and activities in City-owned property set forth in Article I of Chapter 39 of the Denver Revised Municipal Ordinance (“**DRMC**”) shall be applicable and must be complied with. Smoking within any enclosure, tent (even if not fully enclosed), kitchen or dining area, or any location where patrons may congregate while drinking or eating within the Event Site is a violation under section 39-10(e), DRMC.

6. **CITY RESPONSIBILITIES.**

6.1 City Services. The City will be responsible, at its own expense, for providing the following services with respect to the Event ("**City Services**"):

6.1.1 Appointment of a person or persons representing the Denver Department of Parks and Recreation who will assist Partner in its interactions with the City ("**City Liaison**"), including but not limited to: (i) attending key meetings with City personnel and departments; (ii) assisting Partner- upon request-in obtaining City permits and licenses; (iii) identifying and resolving issues prior to, during, and after the Event; (iv) supporting-upon request- Load-In and Load-Out activities; (v) overseeing the provision of Partner Services; (vi) reviewing separate agreements with Subcontractors for the sale and service of Permitted Alcohol; (vii) attending walk-throughs and working on property condition reports with Partner; (viii) reviewing and resolving lien and payment claims for costs and expenses for related to the Event- as needed- to protect City interests and property; (ix) supporting and directing Partner in the implementation and enforcement of the approved Plans; and (x) assisting with removing or relocating any readily removable items owned by the City which interfere with Partner’s use of the Event Site.

6.2 Permits and Licenses. The City agrees that, during the Term of this Agreement, it will act in good faith to assist Partner, through the City Liaison, in obtaining permits and licenses that may be necessary for Partner to take reasonable advantage of its rights under this Agreement; provided, however, that the assistance offered to Partner with respect to permitting and licensing does not constitute a waiver, limitation or restriction of the City’s police and taxing powers.

7. **TERM, TERMINATION AND CANCELLATION**

7.1 Term. The term of this Agreement will commence upon execution of by the City, and expire on November 30, 2018 (the "**Term**"), unless sooner terminated in accordance with the terms of this Agreement, including without limitation those provisions set forth in Section 8 herein. If the Agreement is not automatically renewed as set forth in subsection 7.2, below, then Agreement shall extend an additional six (6) months to allow the Parties to conclude any obligations (except for those obligations that survive termination of the Agreement, and which shall expire by the terms of this Agreement).

7.2 This Agreement shall renew upon Manager's approval for an additional one (1) year, expiring on November 30, 2019, upon the happening or occurrence of the following: (1) Partner has demonstrated successful operation and management of the event site (2) Partner has approved plans for renewal period, including operations and management of event site during dormant periods.

7.3 If the time needed to complete performance of any provisions of this Agreement extends beyond the Term specified above (including, but not limited to, any payments owed to the City, reconciliation of the Damage Deposit or other obligations, and inspections under Section 4 of this Agreement and any provisions that expressly survive the expiration or termination of this Agreement), this Agreement shall remain in full force and effect but only as to such provisions.

7.4 Cancellation of Event or Activity.

7.4.1 Partner shall be solely responsible for any costs, liabilities or claims, including any lost revenue or opportunities related to or caused by any delays in the Events or Activities, or related to or caused by cancellation of the Event or any of the Activities. Partner shall notify City Liaison in writing of any delays or other changes in Activities, the Event Schedule, or any cancellations.

7.5 Mutual Termination; Termination for Convenience.

7.5.1 This Agreement may be terminated at any time upon the written mutual agreement of Partner and the Manager. The Parties understand and intend that all obligations under the Agreement can reasonably be completed within the Term specified.

7.5.2 This Agreement may be unilaterally terminated, for cause, by either Party upon providing the other Party with written notice; provided that the terminating party is not in uncured breach or default as specified in Section 8 of this Agreement. A termination shall be deemed "for cause" when it is based on a breach or default as specified in Section 8 which has not been corrected or resolved to the reasonable satisfaction of the non-defaulting Party within the time periods specified in Section 8. If an Activity or other programming is in progress when such termination occurs, Partner shall be responsible for complying with all requirements and schedules specified in this Agreement for properly concluding the Activity or program.

7.5.3 Notice of termination shall be in writing and explaining the nature and extent of the default or breach and shall be sent to the defaulting or breaching Party as provided in Section 17.8.

8. **DEFAULT; REMEDIES; SUSPENSION OF EVENTS**

8.1 Default by Partner. The following shall constitute a “**Default by Partner**” under this Agreement:

8.1.1 A failure to timely deliver any funds due to the City(if any are due) or Damage Deposit due under Section 4, or a failure to deliver the full amount of funds or Damage Deposit when due, and such failure is not cured within five (5) business days of written notice (otherwise not curable);

8.1.2 A failure by Partner or sub-contractors to secure or maintain insurance as required under Section 10, if not cured within five (5) business days of written notice (otherwise not curable);

8.1.3 Any material violation of a requirement or specification contained in a Plan approved under Section 12, if not cured within five (5) business days of written notice if the City deems the material violation to be a threat to the public health, safety and welfare in the City’s written notice to Partner (otherwise not curable);

8.1.4 Any unauthorized assignment of the Partner’s rights and obligations under this Agreement in violation of Section 17.5 (this is not curable);

8.1.5 Any bankruptcy or insolvency on the part of Partner that could result in Partner being unable to perform under this Agreement, the rights and obligations of Partner being assigned to another party or a trustee in bankruptcy, or any legal determination invalidating or limiting the rights of the City under this Agreement or the control by the City over any City property (this is not curable);

8.1.6 Partner or any of its officers or directors are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with Partner's business (this is not curable); or

8.1.7 A material breach or default by Partner of any term or condition under this Agreement (other than those specified in Sections 8.1.1 through 8.1.6) if such breach or default is not cured by Partner within ten (10) business days after written notice thereof or such other cure period specified in the City’s written notice to Partner; provided, however, that if a curable breach cannot be reasonably cured during such ten (10) day period but Partner commences in good faith and with due diligence an effort to cure within said ten (10) day period, then the time for cure may be extended for such period of time mutually agreed by the Parties but, if there is no mutual agreement, no longer than twenty (20) business days after the original notice of default; provided, further, that a material breach or default cannot be cured by the cure period being extended beyond the end of the Event Dates and Load-Out.

8.1.8 Any cure rights set forth in this Section 8.1 shall not excuse the obligation of Partner to take timely and proper action to prevent, stop, mitigate, abate or alleviate any recent or impending damage to the Event Site, City-owned property or neighboring property or any existing or imminent threat or danger to public health and safety.

8.2 City Right to Suspend Activities. City reserves the right to temporarily suspend the Event or Activities if Partner fails to meet the terms of this Agreement, or fails to cure any default, or conditions of the Event Site raise a safety, health or sanitary risk.

8.3 Default By City. At no time shall the City be deemed to be in material breach or default under this Agreement unless and until Partner shall have given to the City notice in writing, specifying such material breach or default and the City has failed to cure the material breach or default within ten (10) business days following said written notice or, if the breach or default cannot be reasonably cured during such 10 day period but the City commences in good faith to make a timely effort to cure within said 10 day period, then the time for cure may be extended for such period of time mutually agreed by the Parties but, if there is no mutual agreement, no longer than twenty (20) business days after the original written notice of Default; provided, further, that a material breach or default existing at the time of Load-In which prevents Partner making effective use of the Event Site must be cured within two (2) calendar days of written notice being received by the City.

8.3 Damages. Both Parties expressly acknowledge that any damages sought for material breach or default of this Agreement are limited to actual damages arising under this Agreement. Both Parties expressly waive and agree not to seek any consequential, incidental, indirect, special and punitive damages arising from breach or default under this Agreement.

8.4 Cumulative Rights and Remedies. Unless otherwise provided, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

8.5 Non-Waiver. No Party shall be excused from complying with any provision of this Agreement by the failure of the other Party to insist upon or to seek compliance. No assent, expressed or implied, to any failure by a Party to comply with a provision of this Agreement shall be deemed or taken to be a waiver of any other failure to comply by said Party.

9. **TAXES, PERMITS, LICENSES AND LIENS**

9.1 Taxes, Permits and Licenses. Partner shall pay promptly all taxes, excise, or license fees of whatever nature applicable to its activities, uses, and sales associated with the Event and to obtain all municipal, state, or federal permits and licenses required under Applicable Law, and further shall furnish the City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees above referred to and confirming that all required permits and licenses are in effect. Appropriate records shall be maintained and made available in accordance with Applicable Law. Partner shall be responsible for seeing that any Subcontractor engaged by Partner with respect to the Event and associated Activities shall likewise comply with the provisions of this Section 9.1.

9.2 Liens and Claims. Partner shall not permit any mechanic's or materialman's liens or any other liens to be imposed upon any City-owned property, or any part thereof, by reason of any work or labor performed or materials furnished by any person or legal entity to or on behalf of Partner, either pursuant to C.R.S. § 38-26-107 or by any other authority. Partner shall promptly pay when due, and shall require its Subcontractors to pay when due, all bills, debts and obligations incurred in connection with this Agreement and the Event and shall not permit the same to become delinquent. Partner shall not permit any lien, judgment, execution or adjudication of bankruptcy which may in any way impair the rights of the City under this Agreement or to the City's property. Partner shall timely obtain and submit all documentation or other certifications necessary to demonstrate, to the satisfaction of the City Liaison, that all liens and claims for labor, materials, equipment, or other services or goods have been released and waived or released upon Partner posting an appropriate and sufficient bond or other surety, and that all City-owned property is free of any liens or claims associated with work performed by or on behalf of Partner. Partner shall be liable for all costs, fees and expenses the City incurs in defending against and removing liens, claims or judgments under this subsection 9.2.

9.3 Survival. The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. **INSURANCE**

10.1 General Conditions. Partner shall secure, at least thirty (30) days in advance of the first day of Load-In, the following insurance covering all operations, activities, and services contemplated under this Agreement and provide the City with a written schedule of the intended insurance coverages required by this Agreement which shall include their effective starting dates (which must be satisfactory to Denver Risk Management) and the duration of the coverages which shall be no shorter than thirty (30) days prior to the start of Load-In and thirty (30) days subsequent to the last date of Load-Out during the Term of this Agreement and any extensions thereof. Partner shall keep the required insurance coverage in force at all times during the effective dates specified on the written schedule, as approved by Denver Risk Management. 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 contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is to be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the City offices identified in Section 17.8 of this Agreement. Such notice shall reference the City contract number listed on the City's 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, Partner shall provide written notice of cancellation, non-renewal and any reduction in coverage to the City offices identified in Section 17.8 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. If any policy is in excess of a deductible or self-insured retention, the City must be notified by Partner. Partner 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 Partner. Partner 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.

10.2 Proof of Insurance. Partner shall provide a copy of this Agreement to its insurance agent or broker. Partner may not commence any work or operations at the Event Site or any Load-In and Load-Out areas prior to placement of coverage as required under this Agreement. Partner certifies that a current certificate of insurance, in compliance with this Section 10, shall be provided to the City in final form no later than thirty (30) days prior to the start of the Load-In. 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 that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Partner's breach of this Agreement or of any of the City's rights or remedies under this Agreement. Denver Risk Management may require additional proof of insurance, including but not limited to policies and endorsements.

10.3 Additional Insureds. For Commercial General Liability, Business Auto Liability, and Liquor Legal Liability, the insurer(s) for Partner or the Partner's Subcontractor(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insureds.

10.4 Waiver of Subrogation. For all coverages required under this Agreement, the Partner's insurer shall waive subrogation rights against the City.

10.5 Subcontractors. All Subcontractors shall be subject to all of the requirements herein and shall procure and maintain the appropriate levels of coverages required by Partner. Partner shall include all such Subcontractors as additional insureds under its policies (with the exception of Workers' Compensation) or shall ensure that all such Subcontractors maintain the required coverages. Partner agrees to provide proof of insurance for all such Subcontractors upon request by the City.

10.6 Workers' Compensation/Employer's Liability Insurance. Partner 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. Partner expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none Partner'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 this Agreement, and that any such rejections previously effected, have been revoked as of the date Partner executes this Agreement.

10.7 Commercial General Liability. Partner 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.

10.8 Business Automobile Liability. Partner shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used under this Agreement.

10.9 Liquor Legal Liability. Partner shall maintain, or shall cause the Subcontractors who sell or serve Permitted Alcohol to maintain, Liquor Legal Liability coverage with limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

10.10 Additional Provisions.

10.10.11 For Commercial General Liability, the policy must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion);
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and
- (v) Any exclusion for sexual abuse, molestation or misconduct has been removed or deleted.

10.10.12 For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided, whichever is earlier.

10.10.13 Partner shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At Partner's own expense, where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Partner shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10.11 Survival. The provisions of this Article 10 shall survive the expiration or termination of this Agreement.

11. **INDEMNIFICATION AND DEFENSE**

11.1 Indemnification. Partner shall defend, release, indemnify, and save and hold harmless the City, its appointed and elected officials, agents and employees against any and all damage to property or injury to or death of any person or persons, including property and employees or agents of City, and shall defend, release, indemnify and save and hold harmless City, its appointed and elected officials, agents and employees from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, including workers' compensation claims and claims related to copyright or trademark rights, of or by anyone whomsoever, in any way resulting from or arising out of Partner's operation, use or occupancy of the Event Site, any activities or performances conducted or associated with the Event, or the performance of this Agreement, including acts or omissions of Partner or Partner's officers, employees, representatives, agents, contractors, suppliers, invitees, licensees, subconsultants, and Subcontractors (collectively, "**Claims**"). This indemnity shall be interpreted

in the broadest possible manner to indemnify the City from such Claims, either passive or active, irrespective of fault, including the City's concurrent negligence, whether active or passive, except for Claims determined by the trier of fact to be due to the sole negligence or willful misconduct of the City and its appointed and elected officials, agents and employees. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Partner under the terms of this indemnification obligation.

11.2 Defense. Partner's duty to defend and indemnify the City shall arise at the time written notice of the Claims is first provided to the City regardless of whether an action has been filed in court on the Claims. Partner'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. Partner 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 by the City in defending and investigating such Claims or seeking to enforce this indemnity and defense obligation if Partner should fail to defend as required herein. 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.

11.3 Copyright Indemnification. Partner warrants that all copyrighted material used, performed, displayed or otherwise made public in association with the Event and Activities has been duly licensed and authorized by the copyright owners or their representatives and agrees to indemnify and hold the City harmless from any and all claims, losses, or expenses incurred with regard thereto.

11.4 Alcohol. The indemnification and duty to defend provisions of this Section 11 shall particularly apply to any Claims arising from or associated with the sale, service and consumption of alcohol beverages, whether or not such sales, service or consumption is in compliance with the Permitted Alcohol provisions of this Agreement.

11.5 Survival. The provisions of this Section 11 shall survive the expiration or termination of this Agreement.

12. PLANS

All Plans listed below for the Event (the "**Plans**") shall be incorporated into and made part of this Agreement upon final approval.

12.1 Traffic Control Plan. A Plan or Plans for Traffic Safety and Pedestrian Safety ("**Traffic Control Plan**") shall be required dependent only upon the circumstances of individual Activities, or if such need arises based on traffic and pedestrian patterns during the course of the Event Dates. However, a Traffic Control Plan shall not be required prior to the first Event Date. It is critical that Partner diligently updates its Schedule to allow City to assess whether a Traffic Control Plan is needed.

12.1.2 After consultation with the City Liaison and the appropriate officials of the Denver Department of Public Works, Partner shall prepare, or arrange for the preparation of, the Traffic Control Plan. The Traffic Control Plan shall be submitted by Partner to the Manager

and to the Denver Manager of Public Works, for their review and approval. The Traffic Control Plan shall identify, in detail, all measures, if any needed, that Partner shall take to comply with the directions and requirements of the Department of Public Works and Applicable Law, including proposed street and sidewalk closures, plans for re-routing or restricting traffic, meter bagging, pedestrian access to the Event Site, and the obtaining of all required Public Works permits.

12.2 Public Safety Plans. The below described Fire Safety Plan, Emergency Services Plan and Security Safety Protection Plan shall be required in accordance with subsection 12.8.

12.2.1 Fire Safety Protection Plan. After consultation with the City Liaison and the appropriate officials of the Denver Fire Department, Partner shall prepare, or arrange for the preparation of, the Fire Safety Protection Plan (the "**Fire Plan**"). The Fire Plan shall be submitted by Partner to the Manager and to the Denver Manager of Safety, for their review and approval. The Fire Plan shall identify, in detail, all measures Partner shall take to comply with the directions and requirements of the Denver Fire Department and Applicable Law, including the provision of safe exits from the Event Site, fire lanes to the Event Site, and fire safety for the Concession Site.

12.2.2 Emergency Services Plan. After consultation with the City Liaison and the appropriate officials of the Denver Fire Department, Partner shall prepare, or arrange for the preparation of, the Emergency Services Plan (the "**Emergency Services Plan**"). The Emergency Services Plan shall be submitted by Partner to the Manager and to the Denver Manager of Safety, for their review and approval. The Emergency Plan shall identify, in detail, all measures Partner shall take to comply with the directions and requirements of the Denver Fire Department and Applicable Law, including plans for the provision of ambulance service, EMT services, and a first aid station during the Event.

12.2.3 Security Safety Protection Plan. After consultation with the City Liaison and the appropriate officials of the Denver Police Department, Partner shall prepare, or arrange for the preparation of, the Security Safety Protection Plan (the "**Security Plan**"). The Security Plan shall be submitted by Partner to the Manager and to the Denver Manager of Safety, for their review and approval. The Security Plan shall identify, in detail, all measures Partner shall take to comply with the directions and requirements of the Denver Police Department and Applicable Law, including the provision of adequate security, crowd control, and traffic control services during the Event, and for security and safety during periods when alcohol will be served. It shall also identify, in detail, the measures Partner will undertake to secure the Event Site during Park Curfew.

12.3 Load-In/Load-Out Plan. After consultation with the City Liaison and the appropriate officials of the Denver Department of Parks and Recreation and the Denver Department of Public Works, Partner shall prepare, or arrange for the professional preparation of, a Load-In Plan and a separate Load-Out Plan (the "**Load-In/Load Out Plan**"). The Load-In Plan and the Load-Out Plan shall identify, in detail, all measures Partner shall take to comply with the directions and requirements of the Managers and Applicable Law.

12.3.1 The Load-In Plan shall be submitted by Partner to the City Liaison for review and approval no later than fourteen (14) days prior to the first Event Date, or as soon as is practicable, consistent with Section 2.2.3, above. For Load-In, the plan shall contain provisions for a phased Load-In procedure; dates and locations, including access and staging; installation plans and schedule for the Facilities and Concession Site; temporary fencing; heavy equipment requirements; storage of any materials and equipment; parking of hauling vehicles; proposed staking and other earth or surface-disturbing activity in the Event Site; measures to be taken to protect turf, irrigation systems, sidewalks, flatscapes, concrete, surfaces and other amenities; and measures to be taken to minimize, mitigate, and repair damage to the Event Site and other City-owned property caused by the Load-In. The Load-In Plan shall also include a listing of lighting equipment, location of utilities, chairs, tables, food and beverage preparation facilities and other fixtures and equipment that Partner has or will obtain to operate at the Event Site.

12.3.2 For the Load-Out Plan, which shall be submitted fourteen (14) days prior to the end of the Agreement term, which shall be after all renewals (if any), the plan shall contain provisions for a phased Load-Out procedure; dates and locations including access and staging for needed equipment; take-down and disassembly plans, procedures and schedules for Facilities and Concessions; removal of fencing, heavy equipment requirements; parking of hauling vehicles; and plans for repair and replacement of damaged and altered systems, sidewalks, flatscape, concrete, surfaces and other amenities.

12.4 Signage Plan and Standards. After consultation with the City Liaison and the appropriate officials of the Denver Department of Parks and Recreation, Partner shall prepare, or arrange for preparation of, the Signage Plan and Standards (the "**Signage Plan**") The Signage Plan shall be submitted by Partner to the City Liaison for review and approval. The Signage Plan shall identify, in detail, all measures Partner shall take to comply with the directions and requirements of the Manager and Applicable Law, including provisions for the standards and process for the installation and removal of all temporary signs and advertising and compliance with the terms and conditions of Section 3.5. To the extent there is Signage from or by sponsors, then the terms, conditions of the sponsorship shall also be included.

12.5 Trash, Recycling, and Site Clean Up Plan. After consultation with the City Liaison and the appropriate officials of the Denver Department of Parks and Recreation, Partner shall prepare, or arrange for the preparation of, the Trash, Recycling, and Site Clean Up Plan (the "**Clean Up Plan**"). The Clean Up Plan shall be submitted by Partner to the City Liaison for review and approval. The Clean Up Plan shall identify, in detail, all measures Partner shall take to comply with directions, requirements and Applicable Law, including provisions for litter pick-up, site cleaning, trash removal as needed (during Load-In, Load-Out, and during the course of Events and Activities), and for promoting waste materials recycling whenever possible. Partner may also state in its Plan the City's trash removal schedule. Partner shall remain responsible for clean-up during all other times of the Event, and during the course of the Event and all Activities, including but not limited to post-Activity clean-up, trash and debris disposal, building material removal, stain cleaning, and water and other liquid disposal from the Event Site.

12.6 Facilities Plan. After consultation with the City Liaison and the appropriate officials of the Denver Department of Parks and Recreation, Partner shall prepare, or arrange for the preparation of, the Facilities Plan (the "**Facilities Plan**"). The Facilities Plan shall be

submitted by Partner to the City Liaison for review and approval. The Facilities Plan shall identify, in detail, the type, location and extent of Facilities to be installed or deployed at the Event Site, including location for entertainment (stage, speakers, sound system, etc.) and all measures Partner shall take to comply with the directions and requirement of the City and Applicable Law with respect to protecting, managing and restoring the Event Site and the surrounding public and other City-owned land with respect to the installation, operation and removal of the Facilities. These measures shall include but not be limited to active protection, maintenance, repair and replacement of landscaping, sod, irrigation system, and other City-owned property which may be impacted by and during the Events; employment of appropriate erosion control and storm water management practices; protection of storm sewer utilities and proper function of storm sewers, the installation, operation and removal of portable toilets and assurance of public access and use in accordance with the Americans with Disabilities Act; and maintenance of a clean, safe and sanitary conditions in and around the Facilities; and such other actions as are needed, based on the type of Events and its duration, to manage Facilities in order to protect and preserve City-owned property so that it is restored to its original or better condition.

12.7 Concession Plan. After consultation with the City Liaison and the appropriate officials of the Denver Department of Parks and Recreation and the Denver Department of Environmental Health, Partner shall prepare, or arrange for the preparation of, the Concession Plan (the “**Concession Plan**”). The Concession Plan shall be submitted by Partner to the City Liaison and the Manager of the Department of Environmental Health, for review and approval. The Concession Plan shall identify, in detail, all measures Partner shall take to comply with the directions and requirements of the City and Applicable Law, including provisions listing the types of Concession services to be provided, the control and licensing requirements for the Concession and the Concession Site, and the equipment or facility (booth, tent, canopy, etc.) size, dimensions and locations.

12.8 Review and Approval Process. Unless otherwise stated, for any of the Plans that may be needed in Sections 12, a complete Plan shall be submitted by Partner to the specified individual and/or Manager(s) no later than fourteen (14) calendar days prior to the first day of the Load-In. All plans require the approval of the Manager of Parks and Recreation, and any other Manager identified in this Section 12. The Manager(s) shall review and provide to Partner in writing no later than fifteen (15) business days after Partner's submittal of such Plan either: (i) an approval of such Plan, or (ii) if not approved, a list of all modifications required to the Plan. Upon receiving a modified Plan fully responsive to the changes previously identified by the Manager(s), the Manager(s) will review and respond in writing to the modified Plan within five (5) business days of Partner's submission of such modified Plan. No Activities may proceed until all required Plans are approved or, if further modifications to the Plans are authorized by the Manager(s) to be addressed by Partner after the start of the Event, conditionally approved by the Manager(s).

12.7.1 Modifications. Modifications to Plans shall be submitted as soon as practicable. Partner should first confer with the City Liaison, preferably in writing, to determine whether a Plan modification is needed before initiating a modification with the applicable agency.

13. RECORDS AND REPORTING

13.1 Examination of Records. Partner agrees that any duly authorized representative of the City, including the City Auditor or his representative, during the Term of this Agreement and for three (3) years after the expiration or termination of this Agreement, shall, during reasonable business hours, have access to and the right to examine any directly pertinent books, documents, papers and records of Partner related to Partner's obligations to the City under this Agreement. Partner waives any claim of confidentiality that it may have in connection therewith subject to Section 13.2 herein, and Partner agrees to make such items available within the City.

13.2 Confidential Information. As used in this Agreement, the term "**Confidential Information**" means all written information or documents, in hard copy or electronic form, that (i) is disclosed or provided by or through Partner to the City pursuant to performance of this Agreement; and (ii) has been clearly marked or indicated in writing as being confidential by Partner. Confidential Information does include this Agreement, any exhibits to this Agreement, any Certificate of Insurance submitted in accordance with Section 10, or any Plan submitted in accordance with Section 12. Confidential Information will be treated by the City as confidential proprietary information of Partner pursuant to the provisions of the Colorado Open Records Act and under any rule of court except as otherwise provided under this Section 13.2. The Parties understand that all the written information or documents provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S. In the event of a request to the City for disclosure of any such information or documents deemed under this Agreement as Confidential Information, the City shall advise Partner of such request in order to give Partner the opportunity to object to the disclosure of any of Partner's Confidential Information. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such requested Confidential Information to the court for judicial determination of the issue of disclosure, and Partner agrees to intervene in such lawsuit to protect and assert Partner's claims of privilege and against disclosure of such Confidential Information or waive the same. To the extent allowed by law, if any, Partner further agrees to defend, indemnify and save and hold harmless the City, its elected and appointed officials, agents and employees, from any claim, damages, expense, loss or costs arising out of Partner's intervention to protect and assert Partner's claim of privilege against disclosure including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

13.3 Reporting. Partner shall provide financial, demographic and other statistical and anecdotal reporting to the City detailing various information recorded regarding the Event and the associated Activities. Partner shall provide two total reports, with the first provided a reasonable time after the "halfway point" of the Event, and the second provided a reasonable time after the end of the Event. Partner shall also provide, upon the City's request, certain interim information regarding the Event.

14. PERSONAL PROPERTY

14.1 Use and Removal. All goods, wares, materials, supplies, merchandise, Facilities, and other personal property which are not owned by the City and which relate to Partner's use and occupancy of the Event Site ("**Personal Property**") shall be promptly removed by Partner

and its Subcontractors on or before the last day of Load-Out. The City shall not be liable for any damage to or loss of Personal Property sustained during Load-In, Load-Out, or during the course of the Event. If installation, use or removal of Personal Property causes any damage to Event Site or any surrounding property, Partner shall be responsible for the prompt repair or replacement of the same in good and workmanlike manner. If Partner fails to remove any Personal Property by the last day of Load-Out, the City may, at its option, keep and retain said Personal Property or dispose of the same and retain any proceeds therefrom, and the City shall be entitled to recover from Partner any costs of the City in removing the same and in restoring City property in excess of the actual proceeds, if any, received by the City from the disposition thereof.

14.2 City Not Liable for Personal Property. The City assumes no responsibility whatsoever for any Personal Property placed in the Event Site, the surrounding public or City-owned property, or any Load-In or Load-Out areas, and Partner expressly releases and discharges the City from any and all liabilities for any loss, injury or damages to Personal Property that may be sustained by reason of the occupancy or use of any portion of the Event Site, the surrounding public or other City-owned property, or Load-In and Load-Out areas under this Agreement. All watchmen or other protective service for securing such Personal Property shall be the sole responsibility of Partner or its Subcontractors. In the receipt, handling, care or custody of Personal Property shipped or otherwise delivered to the Event Site, the surrounding public or other City-owned property, or any Load-In and Load-Out areas, the City shall act solely for the accommodation of Partner, and not as a bailment, and the City and its elected and appointed officials, agents, or employees shall not be liable for any loss, damage, or injury to such Personal Property, except that said officials, agents, or employees (but not the City itself) may be personally liable for any deliberate and malicious acts of damage or injury to Personal Property including theft.

14.3 Abandoned Property. The City shall have the sole right to collect and have custody of abandoned property of some appreciable value left by attendees of the Events or users of City-owned property; provided, however, that Partner may collect and have custody of such property, so long as it is not City Property, during the Clean-Up. Partner shall remain responsible for all liability that may arise from the handling, storage, disposal or destruction of such property.

15. NAMES AND LOGOS AND PHOTOGRAPHIC RIGHTS

15.1 Names and Logos of the City and Department of Parks and Recreation. The City may grant to Partner the non-exclusive right to use the names and logos of the City and the Denver Department of Parks and Recreation in connection with producing the Events; provided that such use of (i) the City's trademarked name, symbol, logo or flag shall be subject to the prior written consent of the Director for the Mayor's Office of Economic Development – Denver Marketing Office; and (ii) the Denver Department of Parks and Recreation's trademarked name, symbol or logo shall be subject to the prior written consent of the Manager. In no event shall Partner represent or indicate, or by the particular use of a name, symbol, flag or logo, that the City has entered into a legal partnership association with Partner or engaged in any joint venture with Partner with respect to the Event or that the City is a sponsor of the Event unless the Manager has agreed in writing that the Department of Parks and Recreation is a sponsor. No

other intellectual property rights of the City other than those expressly identified herein are being licensed by the City for use by Partner.

15.2 Names and Logos of Partner. Partner may grant to the City the non-exclusive right to use the trademarked names, symbols and logos of Partner and the Events (if any); provided, the City may not use the name of Partner or any trademarked names, symbols or logos owned by or licensed to Partner without the prior written approval of Partner. Partner may grant to the City the non-exclusive right to use the trademarked names, symbols and logos of Partner's sponsors and affiliates (if any); provided, the City may not use any trademarked names, symbols or logos owned by or licensed to Partner's sponsors or their affiliates without the prior written approval of Partner. Partner agrees to indemnify and hold the City harmless from any and all claims, losses, or expenses asserted by Partner's sponsors or their affiliates with regard to the uses approved by Partner herein. No other intellectual property rights of Partner other than those expressly identified herein are being licensed by Partner for use by the City.

15.3 Photographic Rights Retained by the City. The City and Partner acknowledge and agree that each party shall have a right make its own photographs, audio and video recordings of any portion of the Event and the associated Activities in the Event Site during the Event Dates for that party's sole use for customary advertising and publicity and other non-commercial uses; provided, however, that the parties shall not engage in photographing or recording in violation of copyright laws.

16. **APPLICABLE LAW; COMPLIANCE WITH LAWS**

16.1 General Compliance with Laws. Partner shall comply with all Applicable Law in connection with this Agreement. Partner shall use reasonable efforts to ensure that the attendees at the Event and Activities and Partner's Subcontractor(s) shall comply with all Applicable Law in and around the Event Site. The City shall not be required to take any action which is inconsistent with Applicable Law. Nothing in this Agreement is intended to supersede, modify, or replace Applicable Law unless such intent is expressly stated in this Agreement.

16.2 No Discrimination in Employment. In connection with the performance of work under this Agreement, Partner agrees not to refuse to hire, discharge, promote, or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, gender identity or gender expression, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and Partner further agrees to insert the foregoing provision in all subcontracts hereunder.

16.3 Colorado Governmental Immunity Act. The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S. and other law. All notice requirements provided by such laws shall be strictly complied with.

16.4 Ethics. The Parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein. Partner 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.

17. MISCELLANEOUS

17.1 Legal Authority.

17.1.1 Partner assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

17.1.2 The person or persons signing and executing this Agreement on behalf of Partner do hereby warrant and guarantee that they have been fully authorized by Partner to execute this Agreement on behalf of Partner and to validly and legally bind Partner to all the terms, conditions, obligations, and requirements herein set forth.

17.1.3 The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either Partner or the person signing the Agreement on behalf of Partner to enter into this Agreement.

17.2 City Financial Obligations. It is understood and agreed that any payment or performance obligation of the City hereunder, if any shall arise, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council in each year in which the Agreement is in effect, encumbered, paid into the Treasury of the City, and available for the purposes of this Agreement. Partner acknowledges that the (i) the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect financial obligation of the City.

17.3 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 Partner, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person, including but not limited to Subcontractors and attendees to the Event. It is the express intention of the City and Partner that any person or entity other than the City or Partner receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

17.4 No Agency or Partnership Relationship. Nothing in this Agreement is intended nor shall be deemed to create an agency, legal partnership association or joint venture between Partner and the City. Nothing in this Agreement is intended nor shall be deemed to grant to Partner any power, right or authority to contractually bind or obligate the City. Nothing in this Agreement is intended nor shall be deemed to grant to the City any power, right or authority to contractually bind or obligate Partner. No employee of Partner shall be deemed an employee of the City. No employee of the City shall be deemed an employee of Partner.

17.5 Assignment and Subcontracting. The City is not obligated or liable under this Agreement to any party other than Partner. Partner understands and agrees that it shall not

assign any of its material rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the Manager; provided, however, Partner shall have the right to subcontract services and work as provided in this Agreement, including but not limited to subcontracting for Facilities installation and removal, Concession services and sales, Entertainment, and other services allowed to be subcontracted in accordance with this Agreement. Failure to obtain the prior written consent and approval of the Manager for any assignment, other than as provided herein, shall be grounds for termination of the Agreement at the discretion of the Manager. In the event any assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the City and such assignee or Subcontractor, and Partner shall remain fully responsible to the City according to the terms of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the assigns and Subcontractors of Partner as are permitted to succeed to Partner's rights under this Agreement.

17.6 Further Assurances. Each Party shall execute and deliver such other reasonable documents, instruments and agreements, and take such actions as are reasonably necessary or desirable to effectuate the terms and conditions of this Agreement or as required by Applicable Law.

17.7 Disputes, Venue and Governing Law.

17.7.1 It is mutually agreed by and between the parties hereto that, should any dispute arise regarding this Agreement and a judicial action or suit is deemed necessary by either Party, venue for such action shall lie solely in the District Court in and for the City and County of Denver, Colorado, and notices and summons and complaints may be served upon Partner by delivery of notices and service of process for summons and complaints to the address of Partner shown in this Agreement.

17.7.2 This Agreement shall be construed and enforced pursuant to the laws of the State of Colorado and any applicable federal law, without regard to any statute or rule of law specifying a different choice of law, and applicable local law.

17.7.3 All Applicable Law shall be reviewed and applied in accordance with judicial standards for legislative and administrative acts, as appropriate under the circumstances, and not as a matter of contract law.

17.8 Notices. Notices, demands or other communications required or permitted to be given under this Agreement shall be in writing and any and all such items shall be deemed to have been duly delivered upon (i) personal delivery; or (ii) as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or (iii) as of 12:00 Noon, MST, on the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt, addressed as follows:

If to City, to: Mayor
City and County of Denver
1437 Bannock Street, Room 350

Denver, CO 80202

With a copy to:

Manager of Parks and Recreation
City and County of Denver
201 W. Colfax Ave., Dept. 601
Denver, CO 80202

City Attorney
City and County of Denver
City and County Building
1437 Bannock Street, Room 353
Denver, CO 80202

If to Partner, to:

The address of Partner stated in the first paragraph of this Agreement.

Notifications required to be provided to the City Liaison shall be provided by Partner to the email address determined by the Manager and provided to Partner. If written notification is not required, the City Liaison shall be contacted by telephone or email as agreed by Partner and the City Liaison.

17.9 Construction of this Agreement.

17.9.1 Paragraph Headings. The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

17.9.2 Time. The Parties agree that in the performance of the terms, conditions and requirements of this Agreement, time is of the essence.

17.9.3 Singular and Plural. Whenever the context shall so require, the singular shall include the plural and the plural shall include the singular.

17.9.4 Reasonableness of Consent or Approval. Unless otherwise specifically provided to the contrary, all decisions, approvals or consents shall be made in the reasonable discretion of the party making the same. Further, unless a specific time frame is provided herein, any approval or consent shall not be unreasonably withheld or delayed. Whenever under this Agreement "reasonableness" is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

17.9.5 Severability. It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by a court of law (following all legal rights of appeal or the expiration of time therefore) to be illegal or in conflict with any law of the State of Colorado or the City Charter or City ordinance, 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 the Agreement did not contain the particular part, term, or provision held to be

invalid; provided, however, if the invalidated term was a critical or material consideration of either Party in entering this Agreement, the Parties shall work together, in good faith, to come up with an amendment to this Agreement that substantially satisfies the previously intended consideration while being in compliance with any Applicable Law and the judgment of the court.

17.10 Agreement as Complete Integration; Amendments. This Agreement is intended as the complete integration of all understandings between the Parties pertaining to the subject matter of this Agreement. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or any 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 any amendments shall be binding upon the Parties, their successors and assigns.

17.11 Final Approval. This Agreement is expressly subject to and shall not be or become effective or binding on the City until approved by the City Council and fully executed by all signatures of the City and County of Denver.

17.12 Counterparts. This Agreement may 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.

17.13 Electronic Signatures and Electronic Records. Each Party consents to the use of electronic signatures by the other Party. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by each Party in the manner specified by such Parties. 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.

**[REMAINDER OF THE PAGE IS DELIBERATELY LEFT BLANK.
SIGNATURE BLOCKS BEGIN ON THE NEXT PAGE.]**

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 _____



Contract Control Number: PARKS-201841668-00

Contractor Name: ~~Rino Business Improvement District~~
Rino Art District

By: 

Name: Jamie Licko
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Site Plan

20'x20' Grid Overlay

Fence Post 15' OC

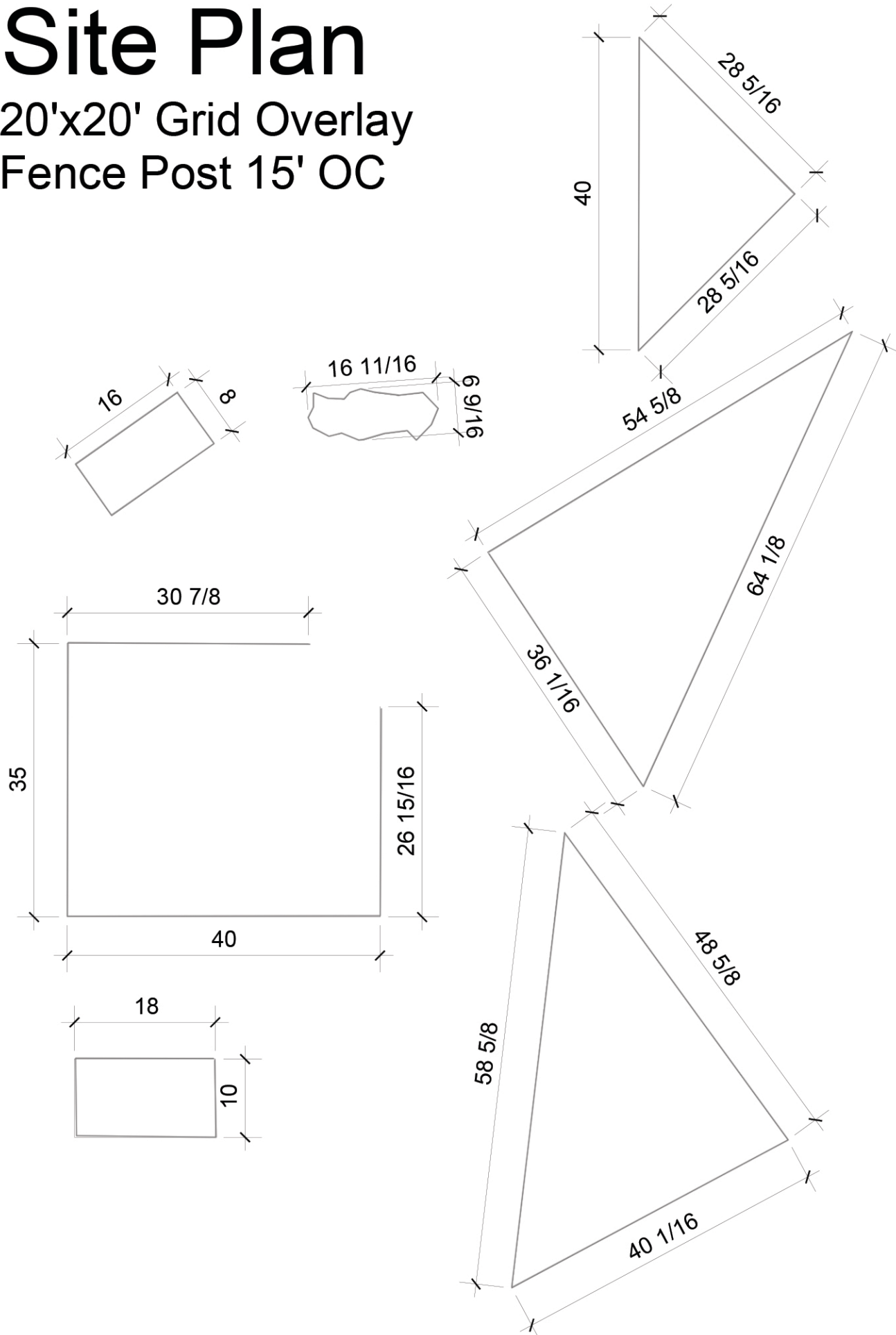


Exhibit B

