

**LICENSE AGREEMENT  
SLOAN’S LAKE (SLOAN’S LAKE PARK)**

Pursuant to sections 2.4.4(A), 2.4.5, and 3.2.6(B) of the City Charter for the City and County of Denver, the **CITY AND COUNTY OF DENVER** (“**City**”), acting by and through its Executive Director of the Department of Parks and Recreation (“**Executive Director**”), hereby grants as of the date of the Mayor’s signature (“**Effective Date**”) this use license (“**License**”) to **COLORADO DRAGON BOAT d/b/a COLORADO DRAGON BOAT FESTIVAL**, a Colorado Nonprofit Corporation (“**Licensee**”), for the nonexclusive right to store Licensee-owned boats at Sloan’s Lake Park, a designated park in accordance with § 2.4.5 of the City Charter (“**Park**”) and, in exchange, to provide community programming and activities for the benefit of the City and the general public under the following premises:

**RECITALS**

**WHEREAS**, since its inception in 2001, Colorado Dragon Boat has celebrated and promoted the culture, contributions and accomplishments of Colorado’s Asian American, Native Hawaiian, Pacific Islander (AANHPI) communities through its preeminent event, the Colorado Dragon Boat Festival, the largest dragon boat festival in the United States and largest AANHPI event in the Rocky Mountain Region, as well as other year-round activities; and

**WHEREAS**, Colorado Dragon Boat holds a two-day summer festival at Denver’s Sloan’s Lake, held in accordance with a duly issued DPR Public Event Permit and featuring athletic dragon boat races, multicultural entertainment and immersive educational activities, diverse culinary experiences, and a vibrant marketplace showcasing small and minority and women-owned local businesses and information booths featuring numerous Colorado public and private organizations; and

**WHEREAS**, in support and furtherance of its mission, Colorado Dragon Boat agrees to conduct and provide certain public programs and activities in Sloan’s Lake Park, and in consideration thereof, City agrees to grant the license, described below and herein, for the mooring and storage of Colorado Dragon Boat’s boats.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and promises made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. All of the recitals above are hereby confirmed and incorporated herein as part of this License.

2. Grant. The grant under this License to Colorado Dragon, as the Licensee, shall be subject to the terms, conditions, obligations and responsibilities set forth in this License. The rights or benefits granted in this License do not create or establish, nor shall they be construed to create or establish, an interest in real property. This License shall supersede and replace, as of the Effective Date, any prior licenses and other agreements and understandings between the City and the Licensee, and any other entities related to the Licensee, except that Licensee shall comply with any permits that may be issued to it related to events or other uses, including but not limited to, Licensee's Colorado Dragon Boat Festival.

3. Premises. The "**Premises**" under this License shall consist of the following, as depicted in **Exhibit A**, attached hereto and incorporated herein by reference:

A) That area and portion of the jetty area depicted in **Exhibit A** hereto, solely for the mooring of Licensee's boats. 'Mooring' refers to Colorado Dragon Boat's ability to store its dragon boats on the water in the designated jetty area at Sloan's Lake Park, as depicted in **Exhibit A** hereto, from April through October of any term year. Licensee may moor its boats in a manner that ensures that the boats remain readily accessible for Licensee's activities described in **Exhibit A** during the Licensee's boating season.

B) Nonexclusive Access and Use. The parties acknowledge and agree that Licensee's access to and use of the Premises shall at all times be and remain nonexclusive. To the extent available, other park patrons and members of the public may access the jetty in Sloan's Lake for boating and other lake activities. Public access to the jetty is not intended to interfere with Licensee's access to and use of Premises and Licensee's boats. Any other use of City park land or property is subject to DPR Park Use Rules and Regulations, and is available for Licensee's use on a "first come, first served" basis.

C) Modification or Changes to the Premises. Any permanent modifications or changes to any part of the Premises, or to any part of Sloan's Lake Park or other City-owned property, is strictly prohibited under this License. The Executive Director may elect to, at the Executive Director's discretion, initiate, plan, design, construct, or install modifications or changes to the Premises. Any such modifications or changes, or any planning or designing prior

to installation or construction, shall not interfere with Licensee's rights and use of the Premises. Notwithstanding, DPR reserves the right to require Licensee to suspend its activities, subject to prior written notice to Licensee, to allow for the execution and completion of DPR performed repairs, capital improvements, modifications or changes. Licensee may request in writing temporary installations to the Premises that are intended to aid or further Licensee's programs and uses. City may in its discretion consider the request and grant or deny the request.

D) Amendment to License Resulting from Temporary Modification. Upon any temporary modifications that may be implemented for the programming and activities under this Agreement that may be approved and implemented by DPR under this Section 2, such modifications may be included as a part of the Premises and to this License to the extent the modification becomes City property.

E) Impairment of Other City Property Adjacent to the Premises. Licensee agrees that no improvements, changes, alterations, additions, or repairs shall be made to the Premises or any land adjacent or near the Premises; or any use of the Premises or any land adjacent or near the Premises which might impair the use or access of the Premises or adjacent land to the general public; or with the use and enjoyment of other park patrons not engaged in Licensee's activities. In the event of violations hereof, Licensee agrees to immediately remedy the violation at Licensee's sole expense. If not remedied, then the City retains the right to immediately revoke the License in accordance with Section 16.A.

4. Parking. The parking lots at Sloan's Lake Park ("**Parking Lots**") are for the common use, ingress, and egress of park patrons, and are not a part of the Premises. Licensee may park in the Parking Lots in the same manner as the general public. Parking is subject to DPR's Park Use Rules and Regulations. Only motorized vehicles may be parked in the Parking Lot. Overnight parking is strictly prohibited. Licensee is prohibited from parking any other type of vehicle in the Parking Lots, and is prohibited from storing any vehicles or equipment, including but not limited to boat trailers, in the Parking Lots. Licensee may make shared common use and common ingress and egress of parking at Sloan's Lake Park. Participants in Licensee's programs and activities may also use common ingress and egress of the parking lots. The City shall maintain the parking lots, subject to City discretion and staff availability.

5. Programs and Activities. Licensee shall have the nonexclusive right to provide certain programs, activities, classes, instruction, or demonstrations as set forth in **Exhibit A**. At all times, Licensee shall comply with and abide by all applicable state and local laws, rules,

and regulations, including DPR Park Use Rules and Regulations, and shall maintain the Premises in a safe, clean and sanitary condition. Licensee shall be responsible for clean-up and removal of trash, waste, rubbish, and other refuse caused by Licensee's activities. Licensee may not use the trash receptacles in the park for disposal and is solely responsible for properly disposing of waste.

6. Permitted Uses. Licensee's primary use of the Premises, depicted in **Exhibit A**, shall be for the docking of no more than nine (9) of Licensee's non-motorized row-type boats. Damaged, inoperable or unusable boats may not be moored on the Premises, and must be removed from the Premises. No other storage of any equipment, supplies, or any of Licensee's personal property is permitted. Watercraft use and safety requirements set forth in DPR's Park Use Rules and Regulations, Section 18.0, shall apply to Licensee's boating use and activities. All watercraft safety and instruction are solely Licensee's responsibility, and Licensee agrees to defend, indemnify, and hold harmless the City in the case of harm or injury of any kind, including death, as a result of Licensee's activities under this License. No sales or service of any food, beverages, goods, or services of any kind is allowed within the Premises or any part of Sloan's Lake Park, unless Licensee enters into a separate agreement with the City for such sales or service, or Licensee obtains a duly issued permit from DPR that allows sales or service.

A) Alcohol Beverages. The sale and service of alcohol beverages is strictly prohibited, unless Licensee obtains a duly issued permit allowing for sales or service of alcohol.

B) Signage. Licensee shall be permitted to display signage associated with its programming and activities in the Park and at the lake. Signage regarding Licensee's activities not conducted in the Park, and any commercial, promotional, or sponsorship advertising, are prohibited. The areas allowed for Licensee signage is limited to the Premises and the land immediately abutting the Premises. Any proposed signage shall be reviewed and approved by DPR prior to installation. All signage must be temporary and remain on the Premises for no longer than the term of this License. Attachment to land or facilities is allowed with prior approval from DPR only so long as the signage can be removed without damage to the Premises or any part of City property. Licensee shall be solely responsible for any damage or unauthorized modification to City property caused by its signage, including the costs of damage or modification.

C) Restrictions on Uses. Subject to the uses granted by this License, Licensee shall make no use of the Premises that interferes with the operation of or impedes the

public's access to and enjoyment of Sloan's Lake Park, causes damage to the Park, causes injury to patrons or City employees at the Park, or causes damage to City property or the personal property of patrons or City employees at the Park. Licensee's activities shall not interfere with other allowed and permissible uses of Sloan's Lake by park patrons, including other permitted activities. Licensee shall comply with and abide by all applicable federal, state, and local laws, ordinances, rules, regulations, including DPR's Park Use Rules and Regulations, permits, and orders in connection with the use of the Premises. Licensee shall require its employees, contractors, agents, and program participants to comply with all provisions of this section. Licensee shall not utilize the Park or other areas outside the Premises for any of its activities except as specifically allowed by separate agreement, duly issued permit, or other authorization by DPR.

D) Subject to Licensee's compliance with the obligations of this License, the Licensee is entitled to enjoy the use rights and permitted uses of the Premises throughout the Term of this License as provided in this License or until the License is revoked as provided in Section 18 of this License.

E) City Right of Entry. The City reserves a full right of entry onto the Premises for any purpose necessary, incidental to or in connection with the City's rights and obligations in the License, or in the exercise of the City's governmental functions, or for the purpose of making any inspection the City deems necessary for health and safety purposes. The City will make a reasonable effort to notify Licensee of any impending inspection and to coordinate such inspection so as to minimize any disruption to Licensee's activities. Licensee agrees not to take any action to prevent or hinder authorized City employees or agents from entering at any time, with or without advance notice, upon the Premises for inspection purposes.

7. Term. The Term of this License shall start on the Effective Date of this License and shall expire November 30, 2028 ("**Term**"), unless the License is earlier revoked or extended.

8. Compensation. As compensation to the City in exchange for Licensee's right to moor its boats on City property and use City property for Licensee's activities, Licensee shall perform the programs and activities set forth in **Exhibit A**. Such programs and activities are considered services for the benefit of the City and the general public, and as such, is consideration to the City under this License in exchange for Licensee's privilege of mooring its boats on City property. As a result, Licensee is required to provide the extent and level of activities described in **Exhibit A**. If for any reason Licensee cannot perform the activities described in **Exhibit A**, Licensee shall notify the City

immediately. City shall in its discretion determine whether to continue to allow mooring of Licensee's boats in exchange for the reduced services.

9. Condition of Premises; Maintenance and Repairs; and Related Provisions.

A) Condition of Premises. Licensee agrees and covenants that it accepts the condition of the Premises "as is, where is," and to make no claims or demands against the City with respect to the condition of the Premises. The City makes no representations and gives no warranties or guarantees as to the condition of the Premises or its suitability for the Licensee's intended uses.

B) Maintenance, Repairs and Replacement.

(1) By Licensee:

As of the Effective Date of this License, the Licensee agrees and covenants to be solely responsible, and at its sole cost and expense, for all maintenance, repairs and replacements required as a result of damage or other unauthorized changes or alterations caused by Licensee's use (except for normal wear and tear). Unless otherwise directed by the City or agreed between the parties, Licensee shall not have the obligation to perform maintenance, repairs and replacements to the Premises. Notwithstanding, there is no obligation on the part of the City to maintain, repair or replace the Premises or any part of Sloan's Lake Park. The City reserves the right to engage independent third-party contractors ("**City Contractor**") to perform maintenance or repairs to the Premises. In order to avoid disruption of Licensee's activities, the City and Licensee shall confer on a mutually agreeable time and date for any City Contractor performed maintenance.

(2) By the City:

The City, at its sole cost and expense and subject to the Executive Director's approval, shall replace any part of the Premises or Park deemed necessary. It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this License, encumbered for the purpose of the License and paid into the Treasury of the City. Licensee acknowledges that (i) the City does not by this License, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this License is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

C) Independent Contractor. Any contractor, subcontractor, consultant, supplier, materialman, workman, or other person, firm, or corporation hired by the Licensee who

engages in or participates in any work or activities at or on the Premises shall be an independent contractor to whom the City shall have no obligation, responsibility, or relation. Licensee shall ensure compliance with Denver's Prevailing Wage requirements for applicable work performed by or on behalf of Licensee.

D) Compliance with Permits and Laws. For any work or activity that may be performed by Licensee on the Premises, Licensee shall secure, pay for, and keep current all necessary licenses, fees and taxes for all construction, installations, or repairs, as required by law. Licensee shall also be required to obtain and maintain, or require its contractor to obtain and maintain any payment bonds, performance bonds, or other surety required for applicable work.

E) Utilities. This License does not authorize or otherwise allow Licensee to use any utility that may be anywhere in the Park. If Licensee requires any utility access or connection in the Park, Licensee shall first notify DPR before arranging for any utilities.

10. Insurance:

A) General Conditions. Licensee agrees to secure, at or before the time of execution of this License, the following insurance covering all operations, goods or services provided pursuant to this License. Licensee shall keep the required insurance coverage in force at all times during the Term of the License, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this License. Such notice shall reference the City contract number listed on the signature page of this License. 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, Licensee shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Licensee shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this License are the minimum requirements, and these requirements do not lessen or limit the

liability of the Licensee. The Licensee 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 License.

B) Proof of Insurance. Licensee may not commence services or work relating to this License prior to placement of coverages required under this License. Licensee certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this License. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this License shall not act as a waiver of Licensee's breach of this License or of any of the City's rights or remedies under this License. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C) Additional Insureds. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Licensee and sublicensee's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D) Waiver of Subrogation. For all coverages, Licensee's insurer shall waive subrogation rights against the City.

E) Contractors and Consultants. Licensee shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this License) procure and maintain coverage as approved by the Licensee and appropriate to their respective primary business risks considering the nature and scope of services provided.

F) Workers' Compensation/Employer's Liability Insurance. Licensee shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

G) Commercial General Liability. Licensee shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

H) Automobile Liability. Licensee shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used at the Premises.

I) Property Insurance. Licensee shall provide 100% replacement cost for Licensee's tenant improvements and personal property, including its boats and any equipment. Business Interruption coverage shall be included with limits not less than the annual payments due to the City under the term of the agreement. Licensee understands and acknowledges that the City does not provide any insurance coverage for any property of the Licensee, its agents, employees or assignees located in the Leased Premises and Licensee acknowledges and agrees that the Licensee, its agents, employees and assignees have no claim against the City for any damage or loss of personal property and belongings of Licensee, its agents, employees or assignees in the Leased Premises.

11. Indemnification; Costs of Defense.

A) Licensee hereby agrees to defend, indemnify, and hold harmless the City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work or activities performed under this License ("**Claims**"), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Licensee or its employees, agents, contractors or consultants either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City, its appointed and elected officials, agents or employees.

B) Licensee's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether an action has been filed in court on the Claim. Licensee's duty to defend and indemnify the City shall arise even if the City is the only party sued and/or it is alleged that the City's negligence or willful misconduct was the sole cause of the alleged damages.

C) Licensee will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on

behalf of the City shall be in addition to any other legal remedies available to City and shall not be considered the City's exclusive remedy.

D) Insurance coverage requirements specified in the License or these terms and conditions shall in no way lessen or limit the liability of Licensee under the terms of this indemnification obligation. Licensee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E) This defense and indemnification obligation shall survive the expiration, revocation, or termination of the License

12. Taxes, Licenses, Liens, Employee Taxes and Insurance and Liens.

A) Taxes and Licenses. Licensee agrees and covenants to promptly pay all taxes, excises, and license or permit fees of whatever nature applicable to the Licensee's business or operations on the Premises, and take out and keep current all licenses or permits, municipal, state or federal, required for the conduct of the business, and further shall not permit any of said taxes, excises, or license or permit fees to become delinquent. Upon request, Licensee shall provide, one time per year, proof to the City of payment of all taxes, excises, and license and permit fees.

B) Liens. Licensee agrees and covenants to not permit any lien, mortgage, judgment, execution or adjudication which will in any way impair the rights and title of the City to become attached to or be foreclosed upon the Premises or any addition or improvements thereto, or any part or parcel thereof, except as expressly provided in Section 13.D). and 16.C). of this License.

13. Examination of Records and Audit. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Licensee's performance pursuant to this License, provision of any goods or services to the City, and any other transactions related to this License. Licensee shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the License or expiration of the applicable statute of limitations. When conducting an audit of this License, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to

disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require Licensee to make disclosures in violation of state or federal privacy laws. Licensee shall at all times comply with D.R.M.C. 20-276.

14. Assignments and Encumbrances of Interests. Licensee agrees not to assign or transfer any rights, obligations, or interests, or majority interest or rights, in the License or the Licensee's entity without the prior written consent of the Executive Director, which shall not be unreasonably withheld. The Executive Director may reasonably withhold consent if Licensee is in material breach or default under this License, or if the assignee does not agree to perform in accordance with this License in at least the same manner and frequency as Licensee. Any assignment or transfer unauthorized under this subsection shall make this License subject to termination unless and until the City consents in writing thereto. The consent of the City shall be evidenced by City Council approval of an amended License and the signature of the Mayor on such amended License.

15. Applicable Law; Compliance with Laws.

A) General Compliance with Laws. Licensee shall comply with and abide by all Applicable Law, defined below, in connection with this License. Licensee shall use reasonable efforts to ensure that all employees, agents, contractors, invitees, and other parties allowed by Licensee to enter the Premises to comply with and abide by all Applicable Law. The City shall not be required to take any action which is inconsistent with 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 the same may be amended from time to time.

B) No Discrimination in Employment. In connection with the performance of this License, Licensee 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, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity or gender expression, marital status, source of income, military status, protective hairstyle, or disability; and Licensee further agrees to insert the foregoing provision in all contracts hereunder.

C) Colorado Governmental Immunity Act. In relation to the License, 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, C.R.S. § 24-10-101, *et seq.*

D) Conflicts of Interest. Licensee agrees that no employee of the City shall have any personal or beneficial interest whatsoever in the License or Licensee's business or operations described herein. Licensee 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.

E) Environmental Compliance.

1) Licensee shall obtain all federal, state, and local environmental permits necessary for any work or operations under this License and shall comply with all applicable federal, state, and local environmental permit requirements. Licensee shall comply with all applicable local, state, and federal environmental guidelines, rules, regulations, statutes, laws, and orders (collectively, "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment.

2) If Licensee breaches this obligation, or if the presence of Hazardous Materials on the Premises caused or permitted by Licensee results in contamination of the Premises, or if contamination of the Premises by Hazardous Materials otherwise occurs for which Licensee, its employees, agents, contractors, or invitees are responsible, then Licensee shall be responsible to the City for the resulting damage and Licensee shall indemnify, defend, and hold harmless the City from any and all resulting claims, judgments, orders, damages, penalties, fines, costs, liabilities or losses. Additionally, Licensee shall be responsible to the City and shall indemnify, defend, and hold harmless the City from any and all resulting claims, judgments, orders, damages, penalties, fines, costs, liabilities, or losses from the failure to comply with Environmental Requirements.

3) The term "**Hazardous Materials**" shall mean asbestos, asbestos-containing soils, and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903 of the Resource Conservation and Recovery Act, any hazardous substance as defined at 42 U.S.C. § 9601 of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at

15 U.S.C. § 2602 of the Toxic Substances Control Act, any Colorado statutes serving a similar purpose for environmental regulation, and any guidelines issued and rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

4) Orders of the City. The City may in its discretion issue public health advisories encouraging park patrons to refrain from entering the lake. The City may also close the lake in certain circumstances where contact with lake water is hazardous or dangerous to public health. Licensee is required to comply with all City orders and laws consistent with Section 16.A), below.

F) ADA Compliance. Licensee shall not cause or permit any violation of the Americans with Disabilities Act or related federal, state or local law (“ADA”) to occur on or about the Premises by Licensee or its employees agents, contractors or invitees.

16. Default; Cure; Suspension or Revocation; Non-waiver.

A) Licensee Default. A material default or breach by Licensee under this License may result in suspension or revocation of the License under these circumstances:

1) Where provisions of this License set out an express process for notice, cure, suspension, and/or revocation of the License for certain breaches or defaults, the processes and requirements specified in said provisions shall control. Certain defaults shall be subject to immediate termination as set forth below.

2) For violation of federal, state, or local laws, ordinances, rules and regulations, or orders, Licensee shall cure such violations in such manner and in such timeframe as specified in the notice or order issued by the regulatory authority to Licensee or to the City. This License and operations on the Premises shall be suspended if so ordered by the regulatory authority or if there is any imminent threat of danger to the health or safety of the public or any employees, agents, or contractors of Licensee or any employees or agents of the City. The License may be revoked by the Executive Director upon written notice to Licensee, after affording Licensee reasonable opportunity to comply, if the Executive Director determines after a reasonable investigation, that the violation is substantial and Licensee or Licensee’s employees, agents, or contractors have refused or have failed to comply with any notice or order or to appeal such notice or order, if such appeal is authorized by law.

3) Subject to express provisions to the contrary, which provide more notice and/or remedial times or “reasonable time”, for a material breach of any covenant or prohibition or other default set forth in this License, Licensee shall have the longer of thirty (30)

days or such longer period as is reasonably necessary, following Licensee's receipt of a notice of breach sent by the Executive Director to cure said breach or to provide compelling evidence to the Executive Director that there is no breach. The Executive Director may extend, in the Executive Director's discretion, the time to cure if Licensee submits a request for additional time and a compelling justification for the additional cure time. The failure or refusal by Licensee to perform the prescribed cure within whatever timeframe is allowed herein may result, in the discretion of the Executive Director, in the issuance of a notice of revocation. Notwithstanding any provisions to the contrary elsewhere provided in this License, all time limitations in which a party hereto must perform or comply are subject to delays occasioned by civil riot, adverse weather conditions, unavailability of materials, parts or equipment, war, labor strikes, casualty losses and other events which could impede, prevent or delay said party from timely and full performance.

4) A conviction of Licensee or any of its owners, shareholders, members, officers or management employees of any felony or misdemeanor involving bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, misappropriation, theft, racketeering, extortion, or any offense of a similar nature, in connection with Licensee's business may result in the revocation of the License unless, upon knowledge of Licensee, such owner, shareholder, member, officer or employee is promptly terminated or the relation with Licensee's business is promptly severed. A "conviction" as used herein shall mean a plea of guilty, a plea of nolo contendere, a finding of guilty, a default judgment, or a deferred judgment and sentence. Default under this subsection 4) is subject to immediate termination.

5) In the event that the interests of or rights of Licensee under this License are transferred to, passed to, or devolve upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, by, in connection with or as a result of any Licensee's bankruptcy, insolvency, trusteeship, liquidation, or similar proceeding or occurrence, this License shall be immediately terminated.

B) City Default. For any material breach or default under this License, the City shall have thirty (30) days, or such longer period as is reasonably necessary, following the City's receipt of a notice of breach or default sent by Licensee to cure such breach or default or to provide compelling evidence to Licensee that there is no breach or default. Licensee may extend, in Licensee's discretion, the time to cure if the Executive Director submits a request for additional time and a compelling justification for the additional cure time. The failure or refusal

by the Executive Director to perform the prescribed cure within whatever timeframe is allowed herein may result, in the discretion of Licensee, in the issuance of a notice of termination of the License.

C) Non-waiver. No party shall be excused from complying with any provision of this License 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 License shall be deemed or taken to be a waiver of any other failure to comply by said party.

17. Remedies. In addition to other specific remedies provided elsewhere in this License:

A) Damages. Both the City and Licensee expressly acknowledge and agree that any damages sought for a material violation or default of this License are limited to actual damages and reasonable attorney fees, and both parties hereby expressly waive and agree not to waive any rights to consequential, incidental and punitive damages arising from a violation or breach of this License, unless otherwise expressly provided in this License.

B) Cumulative Remedies. The remedies or other rights of recovery provided in this License shall be cumulative and shall in no way affect any other remedy available to the City under law or equity.

C) Right of Re-Entry. The City shall, as an additional remedy upon revocation, have the right to re-enter the Premises and every part thereof pursuant to the process and procedure provided in the Forcible Entry and Detainer Statutes of Colorado, notwithstanding the fact that this License is not a lease. Such re-entry, or regaining or resumption of possession, however, shall not in any manner effect, alter or diminish any of the obligations of Licensee under the License.

18. Remise of Premises. At the expiration of the Term of the License or upon revocation of the License:

A) Delivery at End of Term. Licensee shall promptly deliver the Premises to the City in good condition and state of repair except for ordinary wear and tear or loss or damage. Licensee shall deliver the Premises unencumbered by any financial interests (other than the City's) and liens. Upon written request by the City and for no additional consideration, Licensee shall execute and deliver any instruments necessary and appropriate to convey all title and interest, completely unencumbered, to any improvements.

B) Removal. Licensee shall promptly remove from the Premises all personal

property, fixtures and equipment, including all boats, which are not otherwise owned by the City and which are currently owned by Licensee; subject however, to any valid lien or claim which the City may have for unpaid Compensation, other amounts owed to the City under the License, and any unpaid debts of Licensee for which the City may have potential liability. If said removal causes any damage to the Premises, Licensee shall promptly repair the same in a good and workmanlike manner at its own expense. If Licensee fails to remove any of Licensee's personal property, fixtures and equipment upon expiration or revocation of the License, the City may, at its option, keep and retain said items or dispose of the same in a commercially reasonable transaction and retain any proceeds therefrom to the extent of any financial obligations of Licensee to the City, and the City shall be entitled to recover from Licensee any reasonable, necessary and actual costs of the City in removing the same and in restoring the Premises in excess of the actual proceeds, if any, received by the City from the disposition thereof.

19. Survival of Certain Provisions. The City and Licensee understand and agree that Licensee's obligations for the provision of insurance and sureties and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

20. General Provisions.

A) Legal Authority. The signatories hereto, on behalf of their respective entities, assure and guarantee that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this License. Either party shall have the right, at its option, to utilize its remedy(ies) if there is a reasonable basis for disputing the legal authority of either Licensee or the person signing the License to enter into this License and to revoke the License if it is legally established that there is a lack of legal authority.

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

C) Compliance with Denver Wage Laws. To the extent applicable to the Licensee's provision of services hereunder, Licensee shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this License, Licensee expressly acknowledges that Licensee is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by Licensee, or any other individual or entity acting subject to this License, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

D) No Third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this License, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Licensee, and nothing contained in this License shall give or allow any such claim or right of action by any other third person. It is the express intention of the City and Licensee that any person or entity other than the City or Licensee receiving services or benefits under this License shall be deemed to be an incidental beneficiary only.

E) Relationship. Nothing in this License is intended nor shall be deemed to create an agency, partnership or joint venture between Licensee and the City. Nothing in this License is intended nor shall be deemed to grant to Licensee any power, right or authority to bind or otherwise contractually obligate the City. Nothing in this License is intended nor shall be deemed to grant to the City any power, right or authority to bind or otherwise contractually obligate Licensee. The granting of the License to Licensee allows the use of the Premises for the purposes stated in this License.

F) No Personal Liability. No official, officer, agent, or employee of either party shall be charged personally or held contractually liable to the other or its officials, officers, agents, or employees under any term, covenant or condition of this License or for any breach, default, or violation under this License.

G) Disputes and Venue. All disputes between the City and the Licensee arising out of or regarding this License will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative



2) Time. The City and Licensee agree that in the performance of the terms, conditions and requirements of this License, time is of the essence.

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

4) Construction. This License is the result of arms-length negotiation and contains the mutual wording of the parties. Therefore, any ambiguity shall not be construed against any party. The City and Licensee expressly waive any and all applicable common law and statutory rules of construction that any provision of this License should be construed against the drafter, and agree and affirm that the License and all provisions thereof shall in all cases be construed as a whole, according to the fair meaning of the language used.

K) Severability. It is understood and agreed by the City and Licensee that if any part, term, or provision of this License is held by a court of law 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 City and Licensee shall be construed and enforced as if the License did not contain the particular part, term, or provision held to be invalid; provided, however, if the invalidated term or provision was a critical or material consideration of either party in executing this License or if such exercised provisions result in any new or additional costs or burdens of or to either party, such party may terminate this License or work together, in good faith, to execute an amendment to this License that substantially satisfies the previously intended consideration while being in compliance with applicable law and the judgment of the court.

L) License as Complete Integration; Amendments. This License is intended as the complete integration of all understandings between the City and Licensee pertaining to the subject matter of this License. No prior or contemporaneous addition, deletion, oral representation, or other amendment hereto shall have any force or effect whatsoever, unless embodied in a written amendment to the License and executed in the same manner as the License.

M) Final Approval. This License 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 required signatures of the City and County of Denver.

N) Counterparts. This License shall be executed in counterparts, each of which shall be deemed to be an original but all of which shall together constitute one and the

same instrument.

O) Electronic Signatures and Electronic Records. Licensee consents to the use of electronic signatures by the City. The License, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of the License 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 License 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.

**[Signatures appear on the following pages]**



**Contract Control Number:** PARKS-202580967-00  
**Contractor Name:** COLORADO DRAGON BOAT

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

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

PARKS-202580967-00  
COLORADO DRAGON BOAT

By:  \_\_\_\_\_  
3DDF0134573E42E...

Name: Sara Moore  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

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

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

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

## **Exhibit A**

1. **AANHPI Emerging Leaders Program.** The purpose of the AANHPI Emerging Leaders Program is to identify and develop leaders in the Colorado community, particularly young AANHPI professionals ages 20 - 35. The program is free and open to the public for young professionals to apply. Approximately 10 - 12 participants typically enroll in this biannual program that takes place over a 6-month period where participants receive leadership training (including self-assessments), teamwork and collaborative skill development, and lectures on emotional intelligence, conversational intelligence, personal branding and neuroscience with AANHPI cultural nuances that are interwoven throughout the program. Participants are assigned to 1:1 mentorship relationships with senior AANHPI professionals that match their professional industry or career goals. During the workshops, participants listen to speakers featuring experienced and esteemed AANHPI professionals, such as AANHPI judges, business owners, and other professionals that are experts in their fields. The website for this program may be viewed at <https://www.cdbf.org/about-elp>.
2. **Free Open Paddle Nights.** These regular events are free and open to the public, subject to agreement to a liability waiver. Open paddle sessions, offered weekly between April and October, subject to weather, volunteer availability, and other operational constraints, are 2-hour events where participants are introduced to the culture and history of dragon boating, the cultural significance of dragon boating around the world and they also learn about the health and wellness benefits of teamwork and fitness while competing on a dragon boat consisting of 20 paddlers, a stern, and a drummer. These open sessions also include water safety training.
3. **Serve With Liberty Clean Up Day with Colorado Dragon Boat.** This is a day of community service, hosted in May to honor Asian American Pacific Islander (AAPI) Month, and it involves a corporate sponsor and other interested individuals from the public who collectively volunteer in a day of cleaning up litter around Sloan's Lake. At the event, Colorado Dragon Boat provides an introductory explanation and history about Colorado Dragon Boat and the ancient Chinese sport of dragon boating and information about the Sloan's Lake Foundation. Participants are invited to volunteer later in the summer at the Colorado Dragon Boat Festival and other community events.
4. **A typical weekly dragon boat practice schedule at Sloan's Lake in April - October is as follows:**
  - a. Tuesday: 6:00 pm - 8:00 pm Open Paddle historical, cultural, and hands-on instruction on dragon boating (allowing participants to paddle in a dragon boat) and water safety training (open and free to the public upon signing a waiver)
  - b. Wednesday: 6:00 pm - 8:00 pm Dragon Boat Team Practices
  - c. Thursday: 6:00 pm - 8:00 pm Dragon Boat Team Practices
  - d. Saturday: 8:00 am - 10:00 am Dragon Boat Team Practices
  - e. Sunday: 8:00 am - 10:00 am Dragon Boat Team Practices
  - f. Also being developed and offered are team building experiences where organizations may spend a few hours learning about the history, cultural

significance and gain hands-on instruction on dragon boating (allowing participants to paddle in a dragon boat) and water safety training (all boat activities contingent upon signing a waiver). Colorado Dragon Boat has conducted a team building experience for the American Red Cross and the Women's Wilderness Trailblazers and plans to offer more team building experiences to other organizations in the future.

5. **Colorado Dragon Boat Teambuilding.** Colorado Dragon Boat partners with organizations to introduce members to dragon boating with an educational lecture on the ancient Chinese sport of dragon boating, safety training, and a fitness and well-being experience of paddling on a dragon boat around Sloan's Lake. For example, Colorado Dragon Boat organized an event with the Trailblazers group within Women's Wilderness, a 501(c)(3) nonprofit organization founded in Boulder, Colorado, that "creates a space for girls, women, and non-binary people of all ages and backgrounds to find their place, their voice, and their power in the outdoors." Trailblazers was established by Women's Wilderness as an affinity space created by and for those who identify as women and non-binary BIPOC to improve their physical and mental health through outdoor activities.
6. **Yearly End of Season Summary Report.** Colorado Dragon Boat shall report to the City at the end of each season the types of events offered and held by Colorado Dragon Boat, frequency of such events, identity of community partners and for-profit and non-profit organizations involved in such events, and estimated attendance at such events.

# EXHIBIT A



**EXHIBIT A**







# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
10/6/2025

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY <b>HUB International Insurance Services (COL)</b> 2000 S. Colorado Blvd Tower 2, Suite 150 Denver, CO 80222	PHONE (A/C, No, Ext): <b>(303) 893-0300</b>	COMPANY <b>Granite State Insurance Company</b>
FAX (A/C, No): <b>(866) 243-0727</b>	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: <b>COLODRA-01</b>	License # <b>0757776</b>	
INSURED <b>Colorado Dragon Boat dba Colorado Dragon Boat Festival</b> 3000 Youngfield Street, Suite 140 Wheat Ridge, CO 80215	LOAN NUMBER	POLICY NUMBER <b>9R-AIP-00034502668-02</b>
	EFFECTIVE DATE <b>1/15/2025</b>	EXPIRATION DATE <b>1/15/2026</b>
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION  
 Item # 1, (3)DragonBoats, ID #  
 Item # 2, Trailers-Open (3), ID #  
 Item # 3, 44 Personal Floatation Devices, ID #  
 Item # 4, 44 Paddles, ID #  
 Item # 5, Steering Oar (10 Sets), ID #  
 SEE ATTACHED ACORD 101

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**COVERAGE INFORMATION**

PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
COVERAGE / PERILS / FORMS					
Scheduled Mobile Property Items				\$61,708	1,000
(3)DragonBoats				\$15,000	
Trailers-Open (3)				\$5,500	
44 Personal Floatation Devices				\$1,540	
44 Paddles				\$2,068	
Steering Oar (10 Sets) SEE ATTACHED ACORD 101				\$1,000	

**REMARKS (Including Special Conditions)**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

NAME AND ADDRESS          <b>For Information Only</b>	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE 			



**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>HUB International Insurance Services (COL)</b>		License # <b>0757776</b>	NAMED INSURED <b>Colorado Dragon Boat dba Colorado Dragon Boat Festival</b>
POLICY NUMBER <b>9R-AIP-00034502668-02</b>			<b>3000 Youngfield Street, Suite 140</b>
CARRIER <b>Granite State Insurance Company</b>	NAIC CODE <b>23809</b>		<b>Wheat Ridge, CO 80215</b>
			<b>Jefferson</b>
			EFFECTIVE DATE: <b>01/15/2025</b>

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 27 FORM TITLE: EVIDENCE OF PROPERTY INSURANCE**

**Locations:**

- Item # 7, 1 Closed Trailer, ID #**
- Item # 8, (6) Gemini boats, ID #**
- Item # 9, (1) support boat, ID #**

**Coverage Information:**

- 1 Closed Trailer, Amount of Insurance: \$5,000**
- (6) Gemini boats, Amount of Insurance: \$30,000**
- (1) support boat, Amount of Insurance: \$1,600**

