

## SPONSORSHIP AGREEMENT

**THIS SPONSORSHIP AGREEMENT** (this “**Agreement**”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized and existing under and by virtue of Article XX of the Constitution of the State of Colorado (the “**City**”), **THE SUPERLATIVE GROUP, INC.**, a Colorado corporation, located at 26600 Detroit Road, Suite 250, Cleveland, Ohio 44145 (“**Superlative**”), and **MILLERCOORS, LLC**, a Delaware limited liability corporation doing business at 250 South Wacker Drive, Chicago, IL 60606 (“**Sponsor**”).

1. RECITALS: The City through Denver Arts and Venues (“**DAV**”) owns and operates certain public entertainment venues, specifically the Quigg Newton Denver Municipal Auditorium “Ellie Caulkins Opera House,” the Buell Theatre, Boettcher Concert Hall (sometimes referred to collectively as the “Denver Performing Arts Complex”), Red Rocks Amphitheatre, the Historic Denver Coliseum, and the Colorado Convention Center (collectively, the “**City Venues**”). The City also produces and promotes certain events.

Sponsor is in the business of manufacturing malt beverages. Sponsor would like to obtain certain sponsorship opportunities in connection with the City Venues.

The City and Sponsor have, therefore, agreed to a sponsorship arrangement in accordance with the following terms and conditions.

2. AGREEMENT: By and in consideration of the mutual promises set forth hereafter, the parties agree as follows:
  - 2.1 Grant of Sponsorship Rights and Benefits. Sponsor shall be entitled to the rights and benefits set forth in **Exhibit A**.
  - 2.2 Sponsorship Rights Fees. In consideration of the rights and benefits provided to Sponsor as set forth in this Agreement, Sponsor shall pay to the City the fees set forth in **Exhibit B**. Superlative shall be responsible for ensuring that such rights and benefits conferred by the City are delivered to Sponsor.
  - 2.3 Uses and Protection of Trademarks/Service Marks and Other Intellectual Property. The City and Sponsor each acknowledge that the other party owns certain names, trademarks, service marks, copyrights and other intellectual property associated with their respective businesses which marks will be specifically identified on **Exhibit C** (hereinafter collectively referred to as “**Marks**”), and each owns certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks.

It is agreed and understood that in marketing and promoting events at the City Venues (the “**Events**”) and various activities associated therewith, the City and Sponsor may make various references to each other and may display the Marks of the City and Sponsor as well as photographs or graphic images of these activities. Each party grants to the other a non-exclusive, non-transferable license to use its Marks during the Term of this Agreement, subject to the terms and conditions hereafter set forth, solely in connection with advertising and promoting the Events and activities incidental thereto. The City and Sponsor shall agree in writing as to the form and content of any promotional or advertising materials which bear the other party’s Marks, and the media in which such materials are to be used prior to their use, which approval the parties shall not unreasonably withhold. Such use may be subject to such reasonable conditions as either party may impose, including, but not limited to, conditions affording each party adequate protection of its Marks. Upon termination or expiration of this Agreement, both parties shall cease all use of the Marks of the other party as soon as practicable, but, in any event, within 30 days, unless the particular media which has been approved requires a longer lead time, but in no event longer than 90 days.

Neither party will challenge or assist in a challenge to the validity of the other party’s Marks, any registrations thereof or the ownership thereof. Each party will be solely responsible for taking such actions, as it deems appropriate to obtain trademark, service mark, or other protection of its respective Marks.

Neither party is granted any right or license under this Agreement to sell or otherwise distribute for sale, any of the promotional advertising material or items related thereto, unless specifically set forth herein. If a party desires to sell or distribute for sale any of such materials or other merchandising or novelty items bearing the Marks of the other party, then it shall request permission to do so from the other party and, if granted, the parties shall negotiate in good faith a separate licensing agreement covering such materials or items before they may be sold or distributed for sale.

- 2.4 Approval of Promotional Concepts. Each party reserves the right to approve all promotional concepts, which the other party wishes to use in connection with its identification with the first party. Under no circumstances will promotions which reflect unfavorably upon either Party, or which are prohibited or restricted by law, rule, regulation, or executive order, be approved by either Party.
- 2.5 Exclusivity. This Agreement between the City and Sponsor contained herein shall be exclusive. As used herein “exclusive” means that the City will not enter into a contract or other legally binding arrangement conferring marketing or other sponsorship opportunities for a beer and malt beverage or hard cider products company at the City Venues. Sponsor acknowledges

that the City cannot control certain components of the City Venues when promoters or other tenants rent or otherwise use the City Venues, and that competing brand logos and signage may be visible at these times. In addition, the City may enter into booking agreements for the use of the City Venues with entities who may compete with Sponsor, without violating this Agreement.

Sponsor shall be subject to Arts & Venues Denver Venue Sponsorship Policy, as the same may be amended from time to time. A copy of the current policy is attached hereto as **Exhibit D**.

- 2.6 **Independent Status**. It is agreed and understood between the parties that nothing contained herein shall constitute or imply an agreement or understanding of joint venture, agency, partnership or employment between the parties, and neither party shall have the authority to incur any financial or contractual obligations on behalf of the other party. Sponsor shall have no power of direction and control over the City or the City's employees, agents, subcontractors, or volunteers, or the manner or method utilized by the City in the performance of its functions. The City shall determine and have sole discretion over the manner and methods utilized to achieve the results desired by Sponsor and shall be solely responsible for the direction, control and supervision of Sponsor's acts and those of Sponsor's agents, employees, volunteers, and subcontractors relating to the performance of this Agreement.
- 2.7 **Indemnification**. Sponsor shall (i) defend, release, indemnify and save and hold harmless the City and (ii) with respect to the serving, selling, and/or sampling by sponsor of Sponsor products, release, indemnify and save and hold harmless ARAMARK Sports and Entertainment Services, LLC, a Delaware limited liability company ("**Aramark**"), as concessionaire of the Red Rocks Amphitheatre (including the Visitor Center and Trading Post) and the Denver Coliseum: (x) against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City or Aramark ("**Damages**"), and (y) 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, of or by anyone whomsoever ("**Claims**"). Sponsor's foregoing obligations shall apply to Damages and Claims in any way resulting from or arising out of and to the extent caused by acts, errors, or omissions of Sponsor or its officers, employees, representatives, suppliers, invitees, licensees, subconsultants, subcontractors, or agents in the performance under this Agreement; provided, however, that Sponsor need not indemnify and save and hold harmless the City, its officers, agents, and employees from damages proximately resulting from the sole negligence of the City's officers, agents, and employees. This indemnity clause shall also cover the City's

defense costs, in the event that the City, in its sole discretion, elects to provide its own defense. Defense costs coverage must be included in the liability coverage provided for the City and County of Denver, its officers, officials and employees as additional insureds. These indemnification obligations shall survive the termination of this Agreement by expiration of the Term hereof or otherwise.

## 2.8 Insurance.

2.8.1 General Conditions: Sponsor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Sponsor shall keep the required insurance coverage in force at all times during the Term of this Agreement, or any extension thereof, during any warranty period [and for three (3) years after the termination of this Agreement]. Each policy shall be an "occurrence based" policy which shall be reflected on the certificate of insurance. 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. Sponsor shall provide written notice of cancellation to the parties identified in the Notices paragraph of this Agreement 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. Sponsor 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 Sponsor. Sponsor 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.

2.8.2 Proof of Insurance: A certificate of insurance shall be supplied to the City prior to the execution of this Agreement. Sponsor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Sponsor certifies that the certificate of insurance complies with all insurance requirements of this Agreement. 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 Sponsor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management

Office may require additional proof of insurance, including but not limited to policies and endorsements.

- 2.8.3 Additional Insureds: For Commercial General Liability, Sponsor's and any subcontractors' or subconsultants' insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- 2.8.4 Waiver of Subrogation: For all coverages required under this Agreement, Sponsor's insurer shall waive subrogation rights against the City.
- 2.8.5 Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities) that are present on-site at the City Venues to provide goods or services required by this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Sponsor. Sponsor shall ensure that all such subcontractors and subconsultants maintain the required coverages. Sponsor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- 2.8.6 Workers' Compensation/Employer's Liability Insurance: Sponsor 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. Sponsor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of Sponsor'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 Sponsor executes this Agreement.
- 2.8.7 Commercial General Liability: Sponsor 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, \$50,000 fire damage legal (\$300,000 if a City facility is leased), \$2,000,000 products and

completed operations aggregate, and \$2,000,000 policy aggregate.

2.8.8 Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

2.8.9 Additional Provisions: For the Sponsor only, not the Sponsor's sub-contractors or sub-consultants, the additional provisions of this paragraph 2.8.9 apply. For Commercial General Liability, the policies must provide the following:

- (a) Defense costs are outside the limits of liability;
- (b) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (c) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

2.9 Term. The term of this Agreement shall commence as of February 1, 2015 (the "**Effective Date**"), and shall end at 12 o'clock midnight on December 31, 2017 (the "**Term**").

2.10 Termination. Either party may terminate this Agreement as follows:

2.10.1 If the other party commits a material breach of this Agreement and fails to cure said breach after receiving thirty (30) days' notice in writing of the alleged breach from the aggrieved party.

2.10.2 If the other party is unable to pay its liabilities when due, or makes an assignment for the benefit of creditors, or files a petition under any federal or state bankruptcy statute, or files a voluntary petition in bankruptcy, or is adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if a trustee in bankruptcy or insolvency is appointed under the laws of the United States government or of the several states.

2.10.3 Superlative shall have no right to terminate this Agreement.

2.11 Effect of Termination. In the event this Agreement expires in accordance with its own Term, or is terminated prior to expiration as set forth above, each party shall cease using the other party's Marks. As soon as

practicable after termination, each party shall use all reasonable efforts to cease distribution of materials or broadcast of television promotional spots and other similar activities that reflect the relationship of the parties or the parties' Marks.

## 2.12 Miscellaneous General Provisions.

2.12.1 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties, as well as their respective permitted assigns and successors in interest, whether by merger, reorganization or acquisition.

2.12.2 Assignment. A party shall not assign or transfer its rights, nor delegate its obligations under this Agreement to any third party without the prior written approval of the other party, which may be withheld for any or no reason, with the exception that (i) Sponsor may assign or transfer its rights and delegate its obligations under this Agreement to any affiliate of Sponsor, or (ii) Sponsor may assign or transfer its rights and delegate its obligations under this Agreement to any entity acquiring all or substantially all of the assets or stock, by merger or otherwise, of Sponsor, or (iii) the City may assign and delegate the obligations of Superlative under this Agreement to an entity under contract with the City to provide sponsorship sales, activation, and related services for the City, or (iv) the City may at any time, at its option, perform the obligations of Superlative under this Agreement. For purposes of this provision, "affiliate" shall mean any entity controlling, controlled by or under common control with Sponsor.

2.12.3 Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior agreements between the said parties, whether written or oral, no representation, inducement, promises or agreements or otherwise, which are not embodied herein, shall be of any force or effect. This Agreement may not be amended or otherwise modified except by written agreement executed and authorized by all parties.

2.12.4 Severability. Any provisions of this Agreement prohibited by law, or found to be invalid by any court or agency having jurisdiction thereof, shall be ineffective to the extent of such prohibition or invalidity, without in any way invalidating or affecting the remaining provisions of this Agreement.

2.12.5 Counterparts. This Agreement may be executed in any number of counterparts, who together shall constitute one and the same instrument, but shall be effective only upon execution by each of the parties named below.

2.12.6 Notice. Any notice, request, approval or consent under this Agreement to be given by either party to the other shall be given in writing, and shall be considered served when delivered in person, or three (3) days after the date mailed by certified or registered mail, return receipt requested, addressed to the recipient at its address set forth below, or to such other address as the recipient may subsequently have furnished in writing to the sender.

CITY:

City and County of Denver  
Director, Arts and Venues Division  
144 W. Colfax Ave  
Denver, CO 80202

With a copy to:

City and County of Denver  
Finance Director, Arts and Venues Division  
1345 Champa Street  
Denver, CO 80204

SUPERLATIVE:

Superlative Group, Inc.  
26600 Detroit Road, Suite 250  
Cleveland, Ohio 44145

SPONSOR:

MillerCoors, LLC  
250 South Wacker Dr.  
Chicago, IL 60606  
Legal Department

2.12.7 Force Majeure. Neither party shall be deemed in default hereunder and neither shall be liable to the other if either is



subsequently unable to perform its obligations hereunder by reason of any fire, earthquake, flood, epidemic, accident, explosion, strike, riot, civil disturbance, act of public enemy, embargo, act of God, any municipal, county, state, or national ordinance or law, any executive or judicial order, or similar event beyond the parties' control a "**Force Majeure Event**"); provided, however, that no party shall be entitled to relief under this Paragraph unless such party shall have given the other party reasonable notice of such event, and shall have exhausted all reasonable means of complying or implementing alternative means of compliance with its contractual obligations hereunder. If any Force Majeure Event affects Sponsor's ability to receive the benefits as set forth hereunder, the City shall give written notice to Sponsor, and the City will offer refund based on a pro rata value of the benefits not received by Sponsor.

- 2.12.8 Governing Law, Venue. This Agreement shall be governed by and interpreted under the laws of the State of Colorado and the City and County of Denver. Any action regarding this Agreement shall be filed in the District Court in and for the Second Judicial District of the State of Colorado, without regard to any statute or rule of law which would suggest or require another venue.
- 2.12.9 Authority. The City and Sponsor represent and warrant that each, respectively, has full power and authority to enter into this Agreement.
- 2.12.10 Exhibits. All references to exhibits herein are to exhibits that are specifically incorporated by reference to this Agreement.
- 2.12.11 Headings. All headings and captions are for convenience only, and shall in no way affect their construction and interpretation.
- 2.12.12 Survival. The provisions of this Agreement, and the obligations of the parties which, by their own terms, contemplate actions to be performed after termination, including, but not limited to, payment of fees and other consideration, and the terms of this Agreement regarding indemnification, effect of termination, governing law, venue, and Marks, shall survive the termination of this Agreement.
- 2.12.13 No Express Or Implied Agency. This Agreement shall not be valid or binding in any way upon the City until fully executed by the City's authorized representatives appearing below.

- 2.12.14 No Discrimination In Employment. In connection with the performance under this Agreement, Sponsor 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, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and Sponsor further agrees to insert the foregoing provision in all subcontracts hereunder.
- 2.12.15 No Third Party Beneficiaries. 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 Sponsor, and nothing contained in this Agreement gives or allows any claim or right of action by Superlative or any third person or entity. It is the express intention of the City and Sponsor that any person other than the City or Sponsor receiving services or benefits under this Agreement, including Superlative, shall be deemed to be an incidental beneficiary only.
- 2.12.16 Review Of Records. Sponsor agrees that any duly authorized representative of the City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, and records of Sponsor involving matters directly related to this Agreement. The City's Auditor shall have the right at any time, and from time to time, to audit all of the records of Sponsor, directly related to this Agreement, and Sponsor, upon request, shall make all such matters available for such examination. The City's right to have such audit made with respect to any year, and Sponsor's obligation to retain the above records, shall expire three (3) years after Sponsor's final payment has been delivered to the City.
- 2.12.17 Electronic Signatures and Electronic Records. Sponsor and Superlative consent to the use of electronic signatures by the City. This Agreement, 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 this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this Agreement in the form of an electronic

record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

- 2.12.18 No Agreement to Sell Alcoholic Beverages. This Agreement is solely for the purchase of sponsorship and advertising rights and nothing contained herein or in the negotiations preceding it shall (i) require the purchase of any malt beverage by any person, including, without limitation, City's customers, concessionaires, and/or retailers, or (ii) prevent, hinder or restrict in any way the rights of any such person to purchase or not purchase any brand of malt beverage which they choose. Sponsor's Statement of Policy attached hereto as Exhibit E is incorporated herein by the reference.

**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:** THTRS-201520449-00

**Contractor Name:** MillerCoors LLC

By: KC Wilson

Name: Kristin Wilson  
(please print)

Title: Strategic Sourcing Manager  
(please print)

**ATTEST: [if required]**

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

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

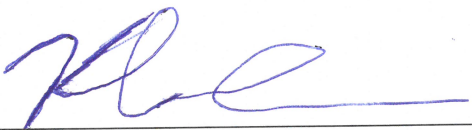
Title: \_\_\_\_\_  
(please print)



**Contract Control Number:** THTRS-201520449-00

**Contractor Name:** THE SUPERLATIVE GROUP, INC.

By: Kyle Canter

Name:   
(please print)

Title: COO  
(please print)

**ATTEST: [if required]**

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

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

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



## EXHIBIT A

### SPONSORSHIP RIGHTS AND BENEFITS

#### I. All-Venues Signage

##### a. Point of Sale/Menu Board Signage

- i. Sponsor will receive brand exposure, where sponsor product is sold, on both permanent and portable concession locations. Exposure may include name recognition, logo or product description. Point of sale signage will be made available at all DAV Venues to include Red Rocks Amphitheatre, Denver Coliseum, Denver Performing Arts Complex (Ellie Caulkins Opera House, Buell Theatre and Boettcher Concert Hall), Bellco Theatre and the Colorado Convention Center.
  1. Signage and messaging must be approved by DAV.
  2. Sponsor responsible for all design and production.

#### II. Red Rocks Signage

##### a. Red Rocks Intermission Slide Show Advertisement

- i. Sponsor will receive one (1) intermission slide show advertisement for co-branded, public service message and/or related to a fan feature throughout the summer concert series when available.
  1. Sponsor is responsible for slide design and production.
  2. All message and artwork must be approved by DAV.

##### b. Parking Lot Signage

- i. Sponsor will have two (2) temporary signs located in each parking lot of Red Rocks Amphitheatre, for a total of eight (8) signs, with responsibility messaging during each Red Rocks summer concert season.
  1. DAV staff will manage signage placement, installation, removal and storage.
  2. Sponsor is responsible for all design, production and shipping.
  3. Signage must be approved by DAV.

#### III. Red Rocks Point-Of-Sale Features

##### a. Semi-Permanent, Branded Pergola

- i. Sponsor will receive the opportunity to display one (1) pergola, approximately 20'x20', at Red Rocks Amphitheatre for a sponsor-branded, semi-permanent structure to include product sales.
  1. Sponsor is responsible for design, production, installation and maintenance.
  2. All design plans, artwork, and build out must be approved by DAV.

**b. Semi-Permanent Tap Room/Beer Garden**

- i. Sponsor will receive the opportunity for one (1) semi-permanent concession location, approximately 20'x20', on the Top Plaza of Red Rocks Amphitheatre for a sponsor-branded, tap room/beer garden to include concessions, seating and additional promotional signage (e.g. mesh banners along perimeter.)
  - 1. Sponsor is responsible for design.
  - 2. Design must be approved by DAV.

**IV. Red Rocks Enter-to-Win Promotions**

**a. Red Rocks In-Market Enter-to-Win Promotions**

- i. Sponsor will receive the ability to have up to two (2) mutually agreed upon in-market, enter-to-win promotions each calendar year of the agreement.
  - 1. Sponsor is responsible for design.
  - 2. Design must be approved by DAV.

**b. Red Rocks On-line Enter-to-Win Contest**

- i. Ability to host up to four (4) enter-to-win contests at selected off-premise accounts.
  - 1. Fans may be directed through off-premise POS signage to go to a special website hosted on RedRocksOnline.com (RedRocksOnline.com/Sponsor.)
  - 2. Sponsor will be responsible for all promotional costs associated with POS display, prizes, and artwork.
  - 3. Sponsor will be responsible for all logistics of contacting winners and distributing prizes.
  - 4. All artwork must be approved by DAV.

**V. Red Rocks On-Site Promotions**

**a. On-Site Kiosk**

- i. Sponsor will receive a 10'x10' marketing kiosk on the Top Plaza of Red Rocks Amphitheatre during five (5) mutually agreed upon concerts or special events each year of the agreement for promotional opportunities (e.g. grassroots marketing programs, premium item giveaways, tastings)
  - 1. Premium items must be approved by DAV.
  - 2. Sponsor will be responsible for all promotional costs associated with display, prizes, artwork and staffing.

**b. Sponsor/Red Rocks VIP Experience**

- i. Sponsor will receive the ability to host up to four (4) sponsor promotional events at the Ship Rock Grille for a Brew Masters Experiences or other special promotion.



1. Select food and beer pairings coordinated by chef and sponsor brew master.
2. Sponsor facilitates all VIP experience details (e.g. menu pairings, promotions)
3. Rental fee will be waived and special partner pricing will be provided on food and beverage.
4. Experiences and special activities must be approved by DAV.

## **VI. Red Rocks Social Media**

### **a. Red Rocks Social Media Pages**

- i. Sponsor will receive up to four (4) social media posts on Red Rocks affiliated social media pages each calendar year of the agreement.

## **VII. Online Benefits**

### **a. Denver Coliseum Home Page**

- i. Sponsor will receive one (1) 728 pixels x 90 pixels dynamic banner ad with click through abilities on the Denver Coliseum home page throughout the term of the agreement.
  1. Sponsor is responsible for all design and production.
  2. All banner ad artwork must be pre-approved by DAV.

### **b. Arts Complex Home Page**

- i. Sponsor will receive one (1) banner ad with click through abilities on the Arts Complex home page throughout the term of the agreement.
  1. Sponsor is responsible for all design and production.
  2. All banner ad artwork must be pre-approved by DAV.

### **c. Red Rocks Banner Ad**

- i. Sponsor will receive one (1) 728 pixels x 90 pixels dynamic banner ad located on the Red Rocks website throughout the term of the agreement.
  1. Sponsor is responsible for all design and production.
  2. All banner ad artwork must be pre-approved by DAV.

### **d. Red Rocks Special Offers Page**

- i. Sponsor will receive one (1) dynamic banner ad linked to a mutually agreed upon promotional contest throughout the summer concert series
  1. Sponsor is responsible for all design and production.
  2. All banner ad artwork must be pre-approved by DAV.

## **VIII. DPAC Signage**

### **a. DPAC Galleria Elevator Wraps**

- i. Sponsor will receive the opportunity to wrap three (3) faces of the DPAC Galleria elevators for up to three (3) mutually agreed upon months each year of the agreement.

1. Messaging must be co-branded and have a public service message.
2. Sponsor is responsible for all design, production, installation and maintenance.
3. All artwork must be pre-approved by DAV.

## **IX. Denver Coliseum Signage**

### **a. Denver Coliseum Framed Concourse Signage**

- i. Sponsor will receive one (1) 8'x12' sponsor-branded framed concourse sign throughout the term of the agreement.
  1. Sponsor is responsible for all design, production, installation and maintenance.
  2. All artwork must be pre-approved by DAV.

### **b. Denver Coliseum Custom Permanent Signage**

- i. Sponsor will receive up to four (4) permanent steel sponsor-branded signs located at fixed concession stands on the concourse of the Denver Coliseum throughout the term of the agreement.
  1. Sponsor is responsible for all design, production, installation and maintenance.
  2. All artwork must be pre-approved by DAV.

## **X. Colorado Convention Center Signage**

### **a. Semi-Permanent, Branded Pergola**

- i. Sponsor will receive the opportunity to display one (1) outdoor pergola, approximately 20'x20', at the Colorado Convention Center for a sponsor-branded, semi-permanent lounge space throughout the term of the agreement.
  1. Sponsor is responsible for design, build out, production, installation and maintenance.
  2. All design plans, artwork, and build out must be pre-approved by DAV.

## **XI. Hospitality Benefits**

### **a. Facility Use**

- i. Sponsor will receive the ability to use one (1) Denver Arts & Venues meeting space, when available, for five (5) mutually agreed upon dates per calendar year throughout the term of the agreement.
  - i. Rental fee will be waived.
  - ii. Special partner pricing will be provided on food and beverage.

## **XII. Contracted Tickets**

- a. Red Rocks Concert Tickets**
  - i. Sponsor will receive up to eight (8) tickets to every public, ticketed Red Rocks Amphitheatre concert throughout the term of the agreement.
- b. Red Rocks Ticket Bank**
  - i. Sponsor will receive two (2) ticket banks of up to one hundred (100) tickets for two (2) mutually agreed upon public, ticketed Red Rocks Amphitheatre concerts each calendar year throughout the term of the agreement.
    - 1. DAV will facilitate ticket ordering from event promoter and distribute tickets to sponsor to execute the promotion
    - 2. Sponsor must pre-select concert prior to public on sale dates.
- c. Best Seats in the House**
  - i. Sponsor will receive two (2) tickets to twenty (20) mutually agreed upon public, ticketed Red Rocks concerts each calendar year throughout the term of the agreement.
    - 1. Special restrictions apply, based on approval, no more than two (2) tickets per event
- d. Film on the Rocks Tickets**
  - i. Sponsor will receive ten (10) tickets to each Film on the Rocks event throughout the term of the agreement.
- e. DPAC Event Tickets and Denver Coliseum Event Tickets**
  - i. Sponsor will receive a ticket bank of one-hundred (100) tickets to use towards events at the Denver Coliseum and/or DPAC events throughout the term of the agreement.
    - 1. Special restrictions apply, based on approval; no more than four (4) tickets may be requested per event.
- f. Bellco Theatre Public Event Tickets**
  - i. Sponsor will receive up to four (4) tickets to every public, ticketed event at the Bellco Theatre throughout the term of the agreement.
    - 1. Based on approval by DAV.
    - 2. No more than four (4) tickets may be requested per event.

**EXHIBIT B  
SPONSORSHIP FEES**

Consideration to City

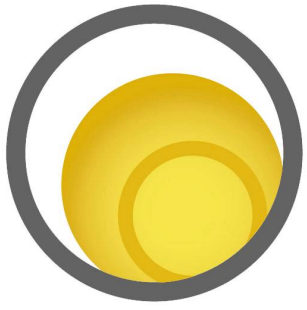
Sponsorship Fee (per year)

2015	\$375,000
2016	\$375,000
2017	\$375,000

The 2015 sponsorship fee shall be made on or before a date ten (10) days following the full execution of this agreement. Subsequent sponsorship fee payments shall be paid in full on or before January 1<sup>st</sup> of each subsequent year during the term of this agreement. Any payments not made to the City pursuant to the above terms, when due, shall accrue interest at the rate of 18% per annum, commencing on the 5th calendar day after the date such amount is due and owing until paid to the City.

**EXHIBIT C**

(exhibit follows)



**MillerCoors™**

**DENVER**  
**PERFORMING**  
**ARTS COMPLEX**



The logo features a purple horizontal bar with the word "COLORADO" in white, spaced-out capital letters. This bar is set against a background of two green, stylized arrow shapes pointing towards each other from the top-left and bottom-right corners.

C O L O R A D O

CONVENTION CENTER







EST.

1941

**RED ROCKS**

PARK AND AMPHITHEATRE

**EXHIBIT D**

(exhibit follows)

# ARTS & VENUES DENVER VENUE SPONSORSHIP POLICY

Updated March 1, 2015

The relationships between Arts & Venues Denver (AVD), our event clients and our venue sponsors involve commitments of significant value. While AVD encourages event organizers to utilize our facilities and secure sponsorships, we must also ensure that the benefits events offer to potential event sponsors fit within the constraints of our corporate sponsorship program and current contractual obligations. This policy outlines AVD's process to work through event and venue sponsor conflicts and allows for effective communication and transparency with our clients and our corporate sponsors.

If you have any questions regarding the terms below, please contact AVD Marketing & Communications Department.

- 1) Event organizers will use reasonable efforts to submit event sponsors on-site benefits (e.g. banners, flags, tents, etc.) to AVD Marketing & Communications Department prior to signing an AVD venue booking agreement and at least sixty (60) days prior to the event date. AVD will review the information within seven (7) business days of receipt and will provide the event with notice of conflicts to existing AVD venue sponsorship agreements.
- 2) AVD reserves the right to limit event sponsorships activation in the following protected and exclusive venue sponsorship categories:

## **SPONSORSHIP CATEGORIES**

- Airline
- Automotive
- Beer/Malt Beverages
- Beverages, Soft Drinks, Juices, & Sport Drinks
- Energy Drink
- Natural Spring Water and Bottled Water
- Spirits/Liquor
- Spirits/Wine
- Food Service Product Provider
- Waste and Recycling
- Music Engineer Seating

## **CURRENT SPONSORS**

Southwest Airlines  
Chrysler  
MillerCoors  
Pepsi Bottling Group  
Red Bull  
Eldorado and Aquafina  
Brown-Forman  
Treasury Wine Estates  
Eco-Products  
Alpine Recycling  
Crown Seating

- 3) If event organizers wish to secure an event sponsor that falls within one of AVD's protected categories listed above, the event organizer will provide first right of refusal to AVD's venue partner for such a sponsorship. If the venue partner does not wish to participate, the event organizer must work within the approved footprint provided by AVD. At no time will conflicting, contracted venue signage or promotions be covered up or removed for public events.
- 4) To maintain the integrity of AVD's corporate sponsorship program, the sampling of products that compete with AVD sponsor products will not be allowed at the Venues, unless approved by the AVD Marketing & Communications Department. Concessions may be possible for private functions, not open to the public, and will be evaluated by the AVD on a case-by-case basis. Event sponsors who wish to sample products may do so only within the footprint of the event and during event times. Event sponsors may only distribute sample-sized items. Sample sizes for liquid beverages must be four (4) ounces or smaller and poured into a serving cup. Sample sizes for non-beverage items must be two (2) ounces or smaller. For avoidance of doubt, no event organizer shall have the right to sell products that compete with AVD sponsor products or to otherwise distribute products that compete with AVD sponsor products (other than the sampling rights set forth in this Section 4) at such event in the sponsorship categories listed above. Except as otherwise stated in this sponsorship policy, the

terms and conditions (including the exclusivity provisions) of the Sponsorship Agreement shall remain in full force and effect before, during and after any such event.

- 5) Sponsorship displays and sales locations that are agreed to without approval from AVD may be removed after either written or oral notice (to be confirmed in writing) to the event organizer.
- 6) Under no circumstances will existing or permanent venue sponsor signage be covered or removed.
- 7) Event sponsor third party associations or pass throughs are not permitted.

Sponsors shall not exercise sponsorship rights and benefits: for or in furtherance of any illegal purpose; in conflict with any applicable law, ordinance, rule, regulation, or executive order of any governmental authority; or in violation of this policy or other policies or rules and regulations of Arts & Venues.

#### AVD Marketing Department Contacts

Brian Kitts  
Director of Marketing & Communications  
Brian.kitts@denvergov.org  
720-865-4229

Or

Amy Lindsey  
Assistant Director of Marketing & Communications  
Amy.lindsey@denvergov.org  
720-865-4226

**EXHIBIT E**

(exhibit follows)

## **STATEMENT OF MILLERCOORS' POLICY**

Federal and state liquor laws make it unlawful for a brewer or beer wholesaler to provide anything of value (such as money, slotting fees, advertising, equipment, fixtures, or other gifts) to a retailer licensed to sell alcohol beverages to consumers. Such licensed retailers may include, but are not limited to, bars, restaurants, liquor stores, and grocery stores. With limited exceptions, the provision of any item of value from a brewer or beer wholesaler to a licensed retailer is considered to be an inducement to the retailer to carry and sell the brewer or wholesaler's products in the retailer's establishment - - and is a violation of the law. The law does not distinguish between retailers who carry the brewer or wholesaler's products exclusively and retailers who carry alcohol beverages produced by other companies. The law also does not distinguish between items of value given directly to the retailer by the brewer or beer wholesaler, and items of value given indirectly to the retailer through a third party acting on behalf of the brewer or beer wholesaler.

**THEREFORE, MILLERCOORS' PURCHASE OF SERVICES, ADVERTISING, OR SPONSORSHIP OR PROMOTIONAL RIGHTS FROM AN UNLICENSED ORGANIZATION MAY NOT RESULT IN, OR BE THE CONDITION OF, A LICENSED RETAILER CARRYING MILLERCOORS' OR ITS WHOLESALERS' PRODUCTS.**

MillerCoors' decision to purchase services, advertising, or sponsorship or promotional rights from an unlicensed organization is based solely on the value of those services, advertising, or rights. MillerCoors' decision is not the result of any agreement, understanding, or requirement between MillerCoors and the unlicensed organization that a licensed retailer will sell MillerCoors' products as a result of MillerCoors' purchase. Under no circumstances will members of an unlicensed organization provide anything of value to a licensed retailer on behalf of MillerCoors or its wholesalers or require a licensed retailer to carry MillerCoors' or its wholesaler's products as the result of MillerCoors' relationship with the unlicensed organization. In all instances, the licensed retailer will have full discretion in selecting which, if any, alcohol beverages to sell.

We are hopeful that all licensed retailers will consider carrying and selling MillerCoors' products. However, all discussions, negotiations, and agreements for the purchase of services, advertising, or rights from an unlicensed organization must be independent of and unrelated to any discussions with a licensed retailer regarding the sale of MillerCoors' products.