

AGREEMENT

THIS AGREEMENT, by and between the **CITY AND COUNTY OF DENVER**, a Colorado home rule municipality, hereinafter referred to as the “**City**”, and **STADIUM MEDICAL, INC.**, a Colorado Corporation with a principal place of business at 695 Canosa Court, Denver, CO 80204, hereinafter referred to as “**Stadium or Contractor**”, is made and entered as of the date set forth on the City’s signature page below.

RECITALS

WHEREAS, the City owns and operates Red Rocks Park and Amphitheatre (“Red Rocks”); and

WHEREAS, Stadium is a provider of emergency medical, rescue, and ambulance services; and

WHEREAS, the City would like Stadium to provide certain emergency medical services when requested for events at Red Rocks; and

WHEREAS, Stadium is willing to provide such emergency medical services at Red Rocks; and

WHEREAS, the parties’ desire to establish an agreement to provide for the provision of certain emergency medical services at Red Rocks.

NOW, THEREFORE, in consideration of the premises above described and the mutual performance of the covenants, agreements, and promises set forth hereinafter, the parties agree as follows:

I. CITY REPRESENTATIVE. The Executive Director of Denver Arts & Venues (the “**Director**”) shall be the official city representative and direct all services performed by Stadium pursuant to this Agreement. Communication between the City and Stadium shall be directed through the Venue Director at Red Rocks (“**Venue Director**”) or such other representative as the Director shall designate.

II. DEFINITIONS. For purposes of this Agreement, and any exhibits hereto, the definitions of the following words or terms of art shall be controlling:

- A. “Advanced Life Support” or “ALS”** means emergency medical technician-paramedic level service, the highest attainable level of pre-hospital emergency medical care and treatment under the Colorado Board of Health Rules.
- B. “Ambulance”** means any surface vehicle equipped to transport injured, sick,

wounded, or disabled persons in either an emergency (*i.e.*, with lights and siren operating) or non-emergency mode, and staffed to provide emergency and non-emergency medical services for such persons.

- C. **“Basic Life Support”** or **“BLS”** means emergency medical technician-basic level service, which includes vital signs assessment, oxygen administration, non-invasive airway management, artificial ventilation, cardiopulmonary resuscitation, extrication, axial immobilization, extremity splinting, hemorrhage control, wound care, and bandaging.
- D. **“Emergency Medical Services Incident”** means an occurrence whereby there is either an observed potential need for or an expressed request for immediate medical response and/or assistance by Advance Life Support and/or Basic Life Support equipment and personnel.
- E. **“Response”** means the response of Stadium's equipment and personnel to handle an Emergency Medical Services Incident within Red Rocks.
- F. **“Patient”** means any person with any degree of injury, illness, or complaint.

III. SERVICES TO BE PERFORMED: As the Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A** to the City's satisfaction (the “Services”). The Contractor is ready, willing, and able to provide the services required by this Agreement. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

IV. PAYMENT.

A. Fees: The City agrees to pay Stadium, and Stadium agrees to accept as full total compensation for the services provided under this Agreement the amounts described in **Exhibit B** attached hereto. If, in the opinion of the Director, the Contractor's performance under this Agreement becomes unsatisfactory, the City may notify the Contractor in writing, specifying the instances of unsatisfactory performance. The Contractor will have 24 hours from the time of such notice to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to perform the Services to its satisfaction and shall deduct the cost to cover

same from any balances due or to become due the Contractor.

B. Reimbursable Expenses: There are no reimbursable expenses allowed under this Agreement except as described in **Exhibit B**.

C. Invoicing: Stadium shall submit a monthly statement to the Venue Director in a format and with a level of detail acceptable to the City, including all supporting documentation required by the City, and shall delineate the number of hours spent on specific assigned matters with a description of the services rendered. Stadium's statements are to be submitted by the fifteenth (15th) day of the month following the month in which services were performed. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

D. Maximum Contract Amount:

(1) Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed Three Million and No/100 Dollars (\$3,000,000.00) (the "**Maximum Contract Amount**"). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by Stadium beyond that specifically described in this Agreement. Any services performed beyond those described in this Agreement are performed at Stadium's risk and without authorization under this Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

E. The City is not liable hereunder for payments on account of patient transports, or for Stadium's activities at the Venue at times other than in connection with designated events.

V. TERM. This Agreement shall commence on April 1, 2021 and shall expire on December 31, 2025.

VI. TERMINATION.

A. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon ten (10) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services

under the Agreement beyond the time when its services become unsatisfactory to the Director.

- B.** Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.
- C.** Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.
- D.** If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."

VII. EXAMINATION OF RECORDS AND AUDITS: 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 Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor

shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

VIII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996,

(HIPAA). Both parties shall (i) not use or further disclose information other than as permitted or required by this Agreement; (ii) not use or further disclose information in a manner that would violate the requirements of the HIPAA regulations; (iii) use appropriate safeguards to prevent use or disclosure other than as provided in this Agreement; (iv) report to the other party any use or disclosure not provided by this Agreement; (v) ensure that any subcontractors and agents to which the parties may provide protected health information agree to the same restrictions and conditions as apply to the parties; (vi) make appropriate health information available upon individual request as appropriate; (vii) make its practices, books, and records relating to the use and disclosure of protected health information available to the U.S. Department of Health and Human Services; and (viii) authorize the other party to terminate this Agreement if one has violated a material term.

IX. MEDICAID CLAUSE. Except as limited by Colorado and federal law and regulation governing confidentiality of patient records and patient privacy protections, Stadium agrees to allow the Secretary of the Department of Health and Human Services and the Comptroller General, and the City Auditor, or their duly authorized representatives, access upon request to this Agreement and to the books, documents and records of Stadium that are necessary to verify the nature and extent of costs of services furnished under this Agreement. Stadium also agrees that if it carries out any duties of this Agreement through a subcontractor, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12)-month period with a related organization, the subcontract must contain a clause to the effect that the related organization's subcontract must contain a clause to the effect that the related organization must make available, upon written request, to the Secretary, or upon request to the Comptroller General, or their duly authorized representatives, the subcontract and the books, documents and records of the related organization that are necessary to verify the nature and extent of the costs. Such access shall be until the expiration of four (4) years after any services are furnished under this Agreement.

X. STATUS OF THE PARTIES. The parties acknowledge that they operate independently.

Neither Stadium, nor any of its agents, representatives, employees, or officers shall be considered agents, representatives, employees, or officers of the City. Neither the City, nor any of its agents, representatives, employees, or officers shall be considered agents, representatives, employees, or officers of Stadium. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties. Each party shall be liable for its own debts, obligations, acts and omissions. Nothing contained in this Agreement, and no performance under this Agreement by personnel of the parties hereto shall, in any respect, alter or modify the status of officers, agents, representatives, or employees of the respective parties for purposes of worker's compensation or other benefits, entitlements, pensions, levels or types of training, internal discipline, certification, or rank procedures, methods, or categories, or for any purpose, condition or requirements of employment.

STADIUM UNDERSTANDS THAT IT IS NOT ENTITLED TO UNEMPLOYMENT BENEFITS, WORKERS' COMPENSATION BENEFITS, OR ANY FRINGE BENEFITS FROM THE CITY. THE CITY UNDERSTANDS THAT IT IS NOT ENTITLED TO UNEMPLOYMENT BENEFITS, WORKERS' COMPENSATION BENEFITS, OR ANY FRINGE BENEFITS FROM STADIUM.

XI. INSURANCE

A. General Conditions: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor 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.

If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

D. Waiver of Subrogation: For all coverages required pursuant to this Agreement, with the exception of Professional Liability coverage, Stadium shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing 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 the Contractor. The Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. The Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. Workers' Compensation/Employer's Liability Insurance: The Contractor 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. The Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor'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 the Contractor executes this Agreement.

G. Commercial General Liability: The Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. Business Automobile Liability: The 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.

I. Excess/Umbrella Liability: Contractor shall maintain excess liability limits of \$3,000,000. Coverage must be written on a "follow form" basis. Any combination of primary and excess coverage may be used to achieve required limits.

J. Commercial Crime: Contractor shall maintain excess \$1,000,000 in commercial crime insurance coverage. Coverage shall include theft of City's property by Contractor's employees, including any extended definition of employee. City shall be named as Loss Payee as its interest may appear.

K. Professional Liability (Errors & Omissions): The Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

L. Cyber Liability: The Contractor shall maintain Cyber Liability coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

M. Additional Provisions

(1) For Commercial General Liability, the policy must provide the following:

- A. That this Agreement is an Insured Contract under the policy;
- B. Defense costs are outside the limits of liability;
- C. A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and
- D. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage:

- A. The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(3) The Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

XII. DEFENSE AND INDEMNIFICATION

- A. Contractor agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be 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 Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- B. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit

on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

- C. Contractor shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of 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 City will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy.
- D. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to 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 or termination of this Agreement.

XIII. DATA PROTECTION

- A. Stadium shall ensure that all City data, information, and records, regardless of form, in the Stadium's possession are protected and handled in accordance with the requirements of this Agreement and any exhibits or attachments, City policies, and applicable laws. If Stadium or any of its subcontractors receives the following types of data, Stadium or its subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all tax information and in accordance with the Safeguarding Requirements for Federal Tax Information, attached to this Agreement as an exhibit if applicable; (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all criminal justice information (CJI); (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA); (vi) the Family Education Rights and Privacy Act (FERPA); (vii) C.R.S. § 24-73-101, *et seq.*; (viii) the Telecommunications Industry

Association (TIA) Telecommunications Infrastructure Standard for Data Centers (TIA-942); (ix) the Fair Credit Reporting Act (FCRA); and (x) the federal Health Insurance Portability and Accountability Act for all protected health information (PHI) and in accordance with the HIPAA Business Associate Terms attached to this Agreement, if applicable. Stadium shall immediately forward any request or demand for City information or records to the notice addresses contained herein.

- B.** If Stadium receives personal identifying information (“PII”) under this Agreement, Stadium shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII and the nature and size of the Stadium’s business and its operations. Stadium shall be a “Third-Party Service Provider” as defined in C.R.S § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S §§ 24-73-101 *et seq.* Unless Stadium agrees to provide its own security protections for the information it discloses, Stadium shall require all its subcontractors, employees, agents, and assigns to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII disclosed and reasonably designed to help protect the PII subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. Stadium and its subcontractors, employees, agents, and assigns that maintain electronic or paper documents that contain PII under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the PII to make it unreadable or indecipherable when the records are no longer needed.

XIV. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

XV. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

XVI. PAYMENT OF CITY MINIMUM WAGE: Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

XVII. PAYMENT OF LIVING WAGES:

A. Employees of the Contractor or the Contractor's sub-consultants or subcontractors may be subject to the payment of living wages pursuant to § 20-80 et seq., D.R.M.C., depending upon the nature of their work. Pursuant to § 20-80, D.R.M.C., the Contractor shall pay every Covered Worker, as defined in § 20-80(a) D.R.M.C., employed by the Contractor directly upon the site of the work under this Agreement, the full amounts accrued at the time of payment, computed at wage rates not less than that specified in § 20-80(c), D.R.M.C., regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers. The Contractor shall post in a prominent place which is easily accessible to the Covered Workers that scale of wages to be paid to such workers.

B. The Contractor shall furnish to the City Auditor or his authorized representative, upon the Auditor's request, a true and correct copy of the payroll records of all Covered Workers working under this Agreement, either for the Contractor or any subcontractor. All such payroll records shall include information showing the number of hours worked by each Covered Workers, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received

by such Covered Worker. The payroll record shall be accompanied by a sworn statement of the Consultant that the copy is a true and correct copy of the payroll records of all Covered Workers working under this Agreement, either for the Consultant or a subcontractor, that payments were made to the Covered Workers as set forth in such records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under this Agreement, whether by the Contractor or any subcontractor, were paid the living wages as set forth in this Agreement.

C. Increases in living wages pursuant to § 20-80, D.R.M.C., effective after the date of this Agreement shall not be mandatory on either the Contractor or the subcontractors if the term of this Agreement is less than one year. Increases in the living wages pursuant to § 20-80, D.R.M.C., shall be mandatory for the Contractor and the Contractor's subcontractors if the term of this Agreement is longer than one year, effective on the anniversary date of this Agreement. In no event shall any increases in living wages over the amount stated in this Agreement result in any increased liability on the part of the City, and the possibility and risk of any such increase is assumed by the Contractor. Decreases in living wages after the date of this Agreement shall not be permitted.

D. If any worker to whom the living wages are to be paid, employed by the Contractor or any subcontractor to perform work hereunder, has been or is being paid a rate of wages less than that required by this section, the Manager may, at the Manager's option, by written notice to the Contractor, withhold further payment to the Contractor or suspend or terminate the Contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay the required wages. In the event of termination, the Contractor shall be liable to the City for any excess costs occasioned to the City thereby.

XVIII. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

XIX. NOTICES. When this Agreement provides for notice, the notice shall be given in writing and shall be sent by U.S. Postal Mail, or by personal delivery to the parties at the following addresses:

If to the City:

If to Stadium:

Executive Director
Denver Arts & Venues
1345 Champa St.
Denver, CO 80204

Stadium Medical, Inc.
685 Canosa Court
Denver, CO 80204

With copies to:

Venue Director, Denver Arts & Venues
4600 Humboldt Street
Denver, CO 80216

Finance Director, Denver Arts & Venues
City and County of Denver
1345 Champa Street
Denver, Colorado 80204

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, CO 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

XX. CONFLICT OF INTEREST.

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. Stadium shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. Stadium shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. Stadium represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Stadium by placing Stadium's own interests, or the interests of any party with whom Stadium has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has

given Stadium written notice describing the conflict.

XXI. INUREMENT: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

XXII. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

XXIII. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

XXIV. INTELLECTUAL PROPERTY RIGHTS: The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The City and Contractor agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of Contractor made available, directly or indirectly, by Contractor to City as part of the Scope of Services, are the exclusive property of Contractor or the third parties from whom Contractor has secured the rights to use such product. The Contractor Materials, processes,

methods and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual and irrevocable license to use the Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

XXV. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

XXVI. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

XXVII. CONFIDENTIAL INFORMATION

- A. City Information:** The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential,"

or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to the Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

B. Use and Protection of Proprietary Data or Confidential Information

- (1) Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing data, Proprietary Data or confidential information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the Executive Director and will immediately notify the City if any information of the City is requested from the Contractor from a third party.
- (2) The Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Executive Director; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.
- (3) The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of

the Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

- C. **Employees and Subcontractor**: The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.
- D. **Disclaimer**: Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. The Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.
- E. **Contractor’s Confidential Information; Open Records**: If the City is furnished with proprietary data or confidential information that may be owned or controlled by Contractor (“Contractor’s Confidential Information”), the City will endeavor, to the extent provided by law, to comply with the requirements provided by the Contractor concerning the Contractor’s Confidential Information. However, the Contractor understands that all the material provided or produced by the Contractor under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S. In the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the

Contractor the opportunity to object to the disclosure of any of its Confidential Information and take necessary legal recourse. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify, save, and hold harmless the City from any Claims arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this section including, without limitation, prompt reimbursement to the City of all reasonable attorneys' fees, costs, and damages that the City may incur directly or may be ordered to pay by such court.

XXVIII. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

XXIX. NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Agreement, the parties agree 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 identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

XXX. ASSIGNMENT; SUBCONTRACTING. Stadium shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized

assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) Stadium shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

XXXI. WHEN RIGHTS AND REMEDIES NOT WAIVED. In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

XXXII. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

XXXIII. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

XXXIV. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions thereof.

XXXV. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

XXXVI. NO AUTHORITY TO BIND CITY TO CONTRACTS. Stadium lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that

purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

XXXVII. LEGAL AUTHORITY. Stadium represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Stadium represents and warrants that he has been fully authorized by Stadium to execute the Agreement on behalf of Stadium and to validly and legally bind Stadium to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Stadium or the person signing the Agreement to enter into the Agreement.

XXXVIII. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

XXXIX. COUNTERPARTS OF THIS AGREEMENT. This Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

XL. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

XLI. COMPLIANCE WITH ALL LAWS. Stadium shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

XLII. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. Stadium consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, 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 Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic

signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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Contract Control Number: THTRS-202054536-00
Contractor Name: Stadium Medical, Inc.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

THTRS-202054536-00
Stadium Medical, Inc.

DocuSigned by:
By: Rodger Ames
9G4G64B4FF6G43D...

Name: Rodger Ames
(please print)

Title: President/ceo
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

1. During the term of this Agreement, Stadium shall provide ALS and BLS Response services within the amphitheater, parking lot, and roads of Red Rocks (collectively, the "Venue") in connection with events held within the Venue, and as directed by the Venue Director (or designee) in writing via the then-City designated scheduling system (currently e-notes) or by electronic mail message from the Venue Director (or designee) to the designated scheduling manager for Stadium as described in paragraph 4 of this Exhibit A. Staffing levels will vary from event to event based on type and size of event and will be at the discretion of the Venue Director.

2. Stadium ALS Ambulances shall be staffed with at least two (2) Colorado-certified Emergency Medical Technicians (-Basic, -Intermediate, or - Paramedic) and at least one (1) member of such staff shall be a Colorado-certified Emergency Medical Technician-Paramedic, and shall respond to Emergency Medical Services Incidents pursuant to this Agreement. All Stadium personnel must possess current State of Colorado EMS provider certifications, and ancillary certifications, i.e. professional Cardiopulmonary Resuscitation (CPR), and Advanced Cardiac Life Support (ACLS). All EMT's must have IV certifications. A supervisor certified and experienced in the National Incident Management System (NIMS) and Incident Command System (ICS) protocols is required. Stadium shall make these certifications available for inspection by the Venue Director upon request. Red Rocks Amphitheatre is a challenging Venue and all Stadium personnel must be physically capable of responding to incidents, many times requiring the use of several flights of stairs. Stadium shall activate additional personnel to an event if so directed by the Venue Director (or designee).

3. A Basic Life Support (BLS) first response may be used in addition to an ALS when in accordance with Stadium's dispatch protocol.

4. Stadium shall appoint, in writing to the Venue Director, one contact person who shall communicate with the Venue Director, or his designee, concerning event scheduling and staffing.

5. Stadium shall staff paramedics and emergency medical technicians-basic (EMT-B) at events in the Venue as directed by the Venue Director. A ratio of no more than one (1) EMT-B per

paramedic shall be staffed at any event in the Venue.

6. Stadium shall have reasonable access to the Venue's first aid room and shall stock and supply all medical materials needed to provide the services described in this Agreement and provide a list of all such items to be present and maintained on site for each event to the Venue Director prior to providing services pursuant to this Agreement. The inventory list shall be updated, in consultation with, or upon request of the Venue Director. Stadium's supplies, resources, and materials on site must include but shall not be limited to:

- A currently licensed ambulance to be stationed on the Top Plaza as an auxiliary treatment location,
- A functional utility task vehicle (UTV) or other method to respond to incidents outside the amphitheatre,
- A minimum of two stair chairs and a gurney to move incapacitated patrons to treatment areas,
- IV stands,
- Oxygen cylinders and carts,
- Cardiac monitors,
- Suction units,
- Advanced Life Support (ALS) medical kits,
- A wheel chair,
- Automated external defibrillator (AED) (note there are AED units in the Visitor Center, Backstage, Box Office and Trading Post, however, Stadium shall supply another unit for more timely response to any Emergency Medical Services Incident).

7. Stadium personnel shall remain at scheduled Venue events until directed otherwise by the Venue Director, or venue personnel designated by the Venue Director,. Typically, personnel will be required to be on-site until the Event has ended and the parking lots have fully emptied. The lead for Stadium for each Event is required to check-in (upon arrival) and check-out (before leaving a Venue event) at the designated location – typically at Base on the upper floor of the south tower adjacent to the stage at Red Rocks. When checking in for an event, Stadium will be issued a radio for communicating with the Venue on medical and other needs related to this Agreement. Stadium

shall be fully responsible for this equipment and return the radio when checking out in the condition received. Stadium shall be responsible for the cost of any replacement or damage to City equipment. Stadium shall provide for and have operational radios for their staff to communicate with each other during each event. The City may provide and assign additional radios to Stadium for use during events and Stadium shall be responsible for any such additional equipment as in the same manner as described above.

8. Stadium agrees to fully comply with the Denver Metropolitan Paramedic Protocols with respect to having a medical director (and shall provide this information to the Venue), patient assessment, treatment, drugs, and procedures. Destination decisions shall be made by the senior paramedic aboard the Ambulance transporting the patient in accordance with Stadium's internal operational policies and procedures. Stadium shall have a specific waiver for the use of Ketamine in treatment as required and permitted by law.

9. Stadium shall at all times comply with all rules and policies of Denver Arts and Venues when performing the Services.

10. When the Venue has a report writer staffed for an event, Stadium will ensure that its personnel cooperates with the assigned report writer, including, but not limited to, timely sharing HIPAA-compliant patient information for purposes of Venue incident reports. Stadium personnel shall also ensure coordination with designated venue staff for patients that have been released from medical care.

11. When requested, Stadium will verify the legitimacy of prescription medications brought by patrons and hold medications in excess of the amount a patron would need during the event per venue policies.

12. The Venue Director may arrange for a medical doctor to be present at some events. When a medical doctor is at the Venue at the request of City, they shall have full medical control within the Venue. The medical doctor will also have the authority, in consultation with the Venue Director, to arrange for, activate and control additional resources as the medical doctor and/or Venue Director deem necessary. Stadium shall at all times cooperate with and assist a medical

doctor providing services at the direction of the Venue Director.

Exhibit B

-A fee at a rate of Forty-Five and No/100 Dollars (\$45.00) per hour per supervisor; a fee at a rate of Thirty-Nine and No/100 Dollars (\$39.00) per hour per medic; and a fee at a rate of Thirty-Three and No/100 Dollars per hour per EMT.

- Stadium shall be entitled to bill for the actual time spent by the supervisor, medic and EMT at an Event, plus one half hour per worker for travel time on days during which services are provided by Stadium for an Event(s) at the Venue. For purposes of clarity, travel time shall not be billed by Stadium more than once for a particular supervisor, medic or EMT on a calendar day.

Exhibit C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (COL) 2000 S. Colorado Blvd Tower 2, Suite 150 Denver, CO 80222	CONTACT NAME: PHONE (A/C, No, Ext): (303) 893-0300		FAX (A/C, No): (866) 243-0727
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Stadium Medical, Inc. 695 Canosa Ct Unit B Denver, CO 80204	INSURER A : Admiral Insurance Company		24856
	INSURER B : Old Republic Insurance Company		24147
	INSURER C : General Star Indemnity Company		37362
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CO000004795-02	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 EBL AGGREGATE \$ 1,000,000
B	X AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 315128 20	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			IXG933551	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	MWC 315127 20	6/1/2020	6/1/2021	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liabili			CO000004795-02	6/1/2020	6/1/2021	Each Claim \$ 1,000,000
A	Professional Liabili			CO000004795-02	6/1/2020	6/1/2021	Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Information Only

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

AUTHORIZED REPRESENTATIVE