

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **AD FOCUS INC.**, a Colorado corporation, located at 2422 Tremont Place, #201, Denver, CO 80205 (the “**Contractor**”), jointly “the parties”.

The parties agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate the advertising sales services described herein with the Director of Denver Arts & Venues (the “**Director**”) or, the Director’s designee.

2. SERVICES TO BE PERFORMED:

a. As the Director directs, the Contractor shall diligently undertake, perform, and complete the advertising sales services and produce all the deliverables set forth on **Exhibit A** (the “**Scope of Work**”), with respect to the marquees, billboards, and kiosks identified on **Exhibit B** (the “**Available Signage**”) to the City’s satisfaction. Notwithstanding anything to the contrary contained in this Agreement, any exclusive rights provided to Contractor within the Scope of Work shall be subject to the right of the City and its contractor, The Superlative Group, Inc. (including its successors and assigns), to seek and obtain advertising and sponsorship opportunities or sales from potential advertisers or sponsors, and Contractor shall not be compensated for advertising opportunities and sales which originate within or are directly obtained by the City and/or The Superlative Group, Inc. (including its successors and assigns).

b. Advertising sales that are obtained by Contractor shall be memorialized using the kiosk or marquee/billboard (as applicable) form of written contracts attached hereto as **Exhibit C** (each a “**Standard Advertising Contract**”); provided, however, that Standard Advertising Contracts may only be used by Contractor if the term of the contract is six months or less and the consideration provided by the advertiser is less than \$500,000.00. Standard Advertising Contracts may be executed by Contractor and the applicable advertiser only after the form and terms of the subject Standard Advertising Contract is approved by the Director as evidenced by his or her signature on the contract. In addition, Contractor shall not enter into a Standard Advertising Contract with the same advertiser (or with different representatives of the same advertiser) in two consecutive years, it being the parties’ intent that contracts in excess of six

months or contracts for \$500,000.00 or more or multi-year contracts be processed as agreements to which the City is a party in accordance with the City's Charter and the Denver Revised Municipal Code. Notwithstanding the foregoing, the City reserves the right to determine in its sole discretion that a given Standard Advertising Contract or, upon prior written notice to Contractor, that all Standard Advertising Contracts shall be processed as agreements to which the City is a party in accordance with the City's Charter and the Denver Revised Municipal Code. Any modifications, amendments, or waivers to the forms of Standard Advertising Contracts attached hereto as Exhibit C shall be pre-approved in writing by the Director in consultation with the City Attorney.

c. Contractor shall not obtain advertising sales that would violate other City obligations or any law, rule, policy, or executive order of the City or state or federal law. Further, Contractor shall not do anything in the performance of the services contemplated hereunder that would tend to discredit, dishonor, reflect adversely upon, or in any way injure the good name, reputation, or business of the City.

d. The City reserves the absolute right in its sole discretion to refuse any advertising sales opportunity presented by Contractor and the City shall not be liable for any fee in the event of such refusal.

e. The Contractor is ready, willing, and able to provide the services required by this Agreement.

f. 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.

3. **TERM:** The Agreement will commence on September 1, 2013 and will expire on December 31, 2014 (the "**Term**").

4. **COMPENSATION AND PAYMENT:**

a. **Fee:** The City shall pay and Contractor shall accept as the sole compensation for services rendered and costs incurred under this Agreement no more than TWO HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$220,000.00) in accordance with the payment terms and rate and schedule set forth on **Exhibit D**.

b. Reimbursable Expenses: Contractor will be reimbursed for certain expenses as provided in Exhibit D. There shall be no other reimbursable expenses allowed under this Agreement.

c. Invoicing: Contractor shall provide the City with monthly invoices as provided in Exhibit D; such invoices shall be in a format and with a level of detail acceptable to the City, including all supporting documentation required by the City. 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 the Agreement, the City's maximum payment obligation will not exceed TWO HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$220,000.00) (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 Contractor beyond that specifically described in the Scope of Work attached as Exhibit A. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the 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 the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. Without limiting the foregoing, the parties specifically acknowledge that: the Contractor is not entitled to unemployment insurance benefits (unless unemployment compensation coverage is provided by

the Contractor or some other entity besides the City); the Contractor is not entitled to workers' compensation benefits from the City; and the Contractor is obligated to pay federal and state income taxes on any monies earned pursuant to this Agreement.

6. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) 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, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with 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".

7. EXAMINATION OF RECORDS: 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 any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

8. 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.

9. INSURANCE:

a. General Conditions: 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. 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 above-described 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 and 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, 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. 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: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit E**, 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 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 and Auto Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer 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. 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. 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:

(1) Contractor hereby makes the material warranties listed below in subparagraph (a) on which the City relies in conditionally waiving the workers' compensation/employer's liability insurance. This rejection of coverage must remain effective throughout the Term of this Agreement, including any extensions hereto. Should the rejection of coverage no longer be in effect, Contractor shall immediately notify the City. Further, upon the effective date of the rejection, Contractor shall provide the city with proof of workers'

compensation/employer's liability insurance. Before commencing services under the Agreement, Contractor shall provide the City with documentation that rejection was effected in accordance with § 8-41-202(1), C.R.S. Based on the following warranties and upon receipt of documentation of rejection in accordance with the law, the City conditionally waives the requirement that Contractor obtain workers' compensation/employer's liability insurance.

(a) Contractor does not have any employees and will not employ any persons to perform services under the Agreement. Contractor's sole officer is Keith Dillon. Should any other persons become an officer, such persons may not perform services under the Agreement. In his/her capacity as the corporate officer, Keith Dillon effected rejection of coverages in accordance with § 8-41-202, C.R.S.

(2) Subject to the conditional waiver above, 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 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor warrants 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 a rejection thereof during the Term of this Agreement and that any rejections previously effected have been revoked as of the date Contractor executes the Agreement.

g. Commercial General Liability: 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. Personal Automobile Insurance: Contractor shall ensure personal automobile insurance is in force with limits of \$100,000 bodily injury per person; \$300,000 bodily injury per accident; \$50,000 property damage for all vehicles used in performing services under this Agreement. The policy will include a business use endorsement. Contractor represents, as material representations upon which the City is relying, that Contractor does not own any motor vehicles and that in performing Services under the Agreement, Contractor's owners, officers, directors, and employees use their personal vehicles. Contractor shall ensure that any person

operating a motor vehicle in performing Services under the Agreement shall keep in full force Personal Auto Liability coverage with minimum required limits.

j. Additional Provisions:

- (i) 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.
- (ii) 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
 - (b) 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.

i. The parties recognize and agree that the Contractor is engaged in an independent occupation and profession and is free from control and direction in the performance of the services contracted for herein consistent with that mandated by C.R.S. 8-40-202(2)(a). The City does not (1) require the Contractor to work exclusively for the City, provided that the Contractor may have elected to work exclusively for the City for the period of time specified in the term of this Agreement; (2) establish a quality standard for the Contractor, provided that the parties agree that while the City may provide plans regarding its expectancy of the work to be performed by the Contractor, the City will not oversee the actual work of the Contractor or instruct the Contractor as to how the work will be performed; (3) pay a salary or hourly wage to the Contractor instead of the fixed

contract rate stated herein; (4) terminate the work of the Contractor for cause during the Term unless the Contractor violates the terms of the Agreement or fails to produce a work product or result that meets the specific terms provided in the Agreement; (5) provide any training for the Contractor other than minimal orientation to the site or other parameters of the Contractor activity; (6) provide tools or benefits to the Contractor; (7) dictate the time of performance; except that the Agreement completion date together with the range of negotiated and mutually agreeable work hours has been established herein; (8) pay the Contractor personally instead of making City warrants payable to the professional name of the Contractor, except that in this Agreement the Contractor is an individual and sole proprietor; and (9) combine the regular operation of the City in any way with the professional or business operations of the Contractor instead of maintaining office operations separately and distinctly.

These provisions are separately stated in Exhibit F, “Separate Declaration Regarding Independent Status”, constituting the writing mandated by C.R.S. 8-40-202(2)(b), that must be signed and notarized by the Contractor and the Director. The Mayor hereby delegates to the Director the authority to execute on behalf of the City Exhibit F, “Separate Declaration Regarding Independent Status.”

10. DEFENSE AND INDEMNIFICATION

a. Contractor hereby 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 will defend any and all Claims which may be brought or threatened against City and will 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 shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. 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

12. ASSIGNMENT; SUBCONTRACTING: The Contractor 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 shall 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) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

13. 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.

14. 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.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor 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.

16. 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.

17. 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. The Contractor 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. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor 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 the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor 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 in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

18. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Director of DAV
144 W. Colfax Ave.
Denver, Colorado 80202

With copies of any such notice to:

Finance Director of DAV
1345 Champa Street, First Floor
Denver, Colorado 80204

And:

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

19. 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 will also then 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.

20. DISPUTES: All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

21. 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.

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or 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. The Contractor shall insert the foregoing provision in all subcontracts.

23. COMPLIANCE WITH ALL LAWS: Contractor 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.

24. LEGAL AUTHORITY: Contractor 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 Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor 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 Contractor or the person signing the Agreement to enter into the Agreement.

25. 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.

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

27. INTELLECTUAL PROPERTY RIGHTS: The City and 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 register such items in the name of the City and County of Denver unless the Director directs otherwise in writing. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: 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.

33. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The 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 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.

34. COUNTERPARTS OF THE AGREEMENT: The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

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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-201313333-00

Contractor Name: AD FOCUS INC.

By: Keith Dillon

Name: KEITH DILLON
(please print)

Title: PRESIDENT
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A

Scope of Work

During the Term, subject to the limitations stated in this Agreement, Contractor shall be DAV's exclusive representative with respect to providing the advertising sales services described herein. Contractor shall solicit non-City parties (the "**Advertisers**") to promote their brand, products, services, events, or the like on the digital and static marquees, billboards, and kiosks identified on **Exhibit B** to this Agreement. Contractor shall also provide the advertising sales services described herein with respect to other signage owned or otherwise controlled by DAV if so directed in writing by DAV.

Notwithstanding the foregoing, any exclusive rights provided to Contractor by this Agreement shall be subject to the right of the City and its contractor, The Superlative Group, Inc. (including its successors and assigns), to seek and obtain advertising and sponsorship opportunities or sales from potential advertisers or sponsors.

With respect to all advertising sold by Contractor, Contractor shall be responsible for providing the following support services:

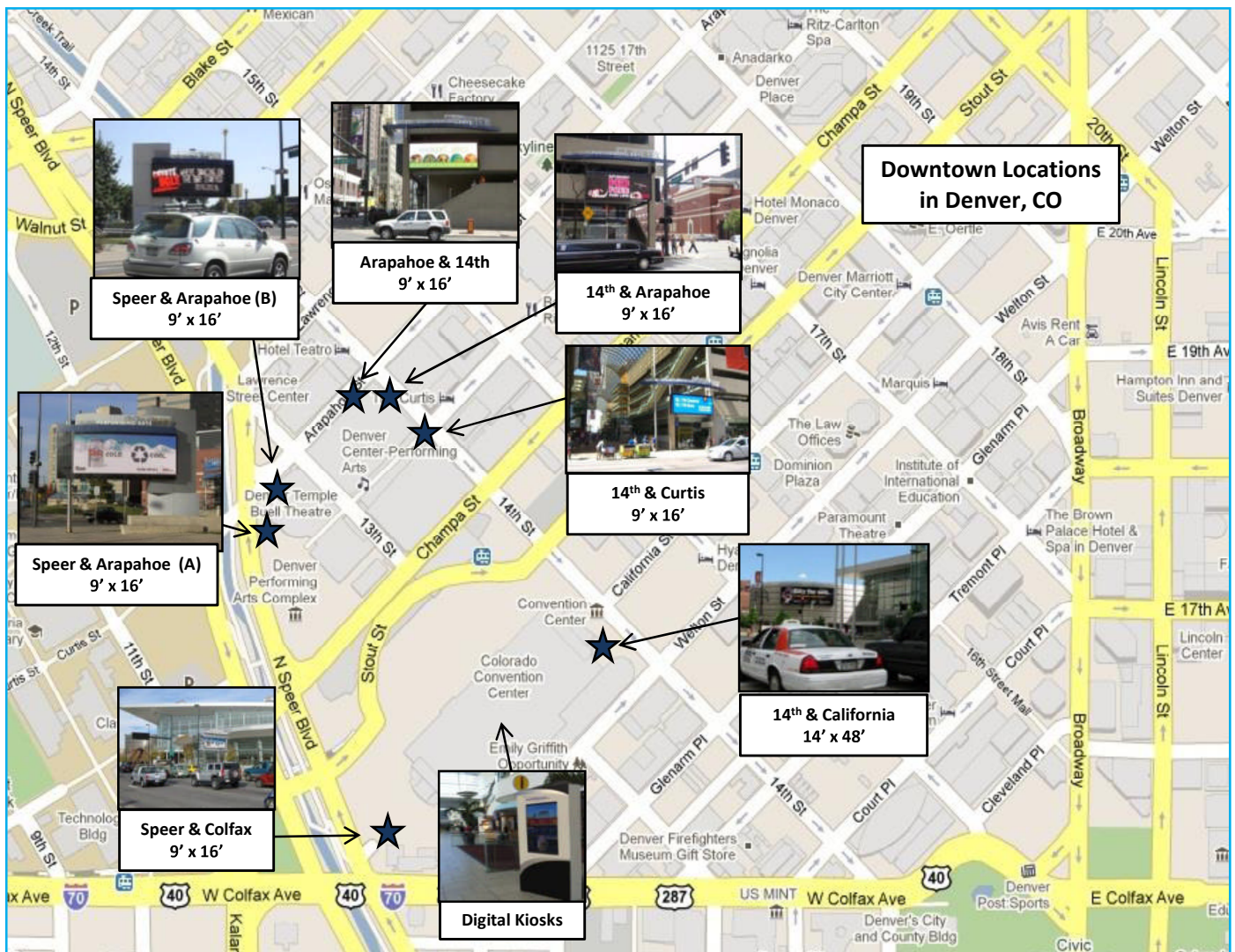
- Providing support to the Advertisers, including handling all inquiries from the Advertisers of any type or nature;
- Preparing and submitting to DAV on a quarterly basis, a detailed sales plan and strategy which shall include revenue goals, performance requirements, and other items as requested by DAV. Such sales plan shall be subject to DAV approval;
- Preparing proof-of-run affidavits (POP reports) and visual/photographic documentation of advertising as required by DAV or the Advertisers;
- Provide all artwork, via advertisers, including electronic and static installation and submitting such artwork to DAV at such time and in such manner that allows for timely installation and display on the subject signage. Artwork and content shall comply with any technical and creative guidelines provided to Contractor by the City or its contractors;
- Conducting billing reconciliation; and
- Performing other duties related to the services described in this Scope of Work as assigned by DAV.

Prices to be charged to the Advertisers shall comply with the pricing rates set or otherwise approved in writing by DAV.

EXHIBIT B

AVAILABLE SIGNAGE

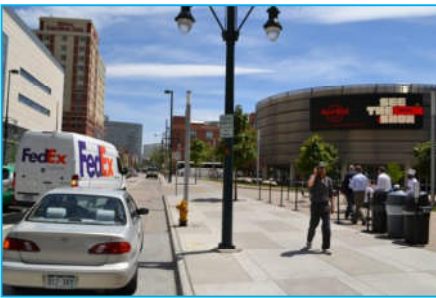
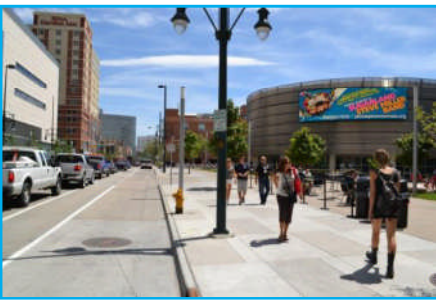
(ATTACHED)



DENVER/DOWNTOWN

14th St & California St

SOUTHEAST CORNER



PANEL INFO:

SIZE:

14' X 48'

TYPE:

LED Digital—Ads can range from static to full motion

NO. OF CREATIVE:

Up to three different ads can be rotated at one time

TRAVEL DIRECTION:

West

DIRECTION PANEL FACES:

East

NEARBY AREA:

- Located at the main entrance of the Colorado Convention Center
- Bellco Theatre
- Visible from inside the Convention Center and Light Rail train stop
- Downtown Denver – Office buildings, residential, retail, restaurants, hotels
- Destination Areas – 16th St. Mall, Larimer Square, Denver Pavilions Shopping Center, Elitch Gardens Amusement Park
- Denver Performing Arts Complex
- Auraria Campus – Home of 3 Universities
- Pepsi Center – Professional sports arena

VIEWINGS/IMPRESSIONS:

DAILY TRAFFIC:

17,000

DEC:

22,100

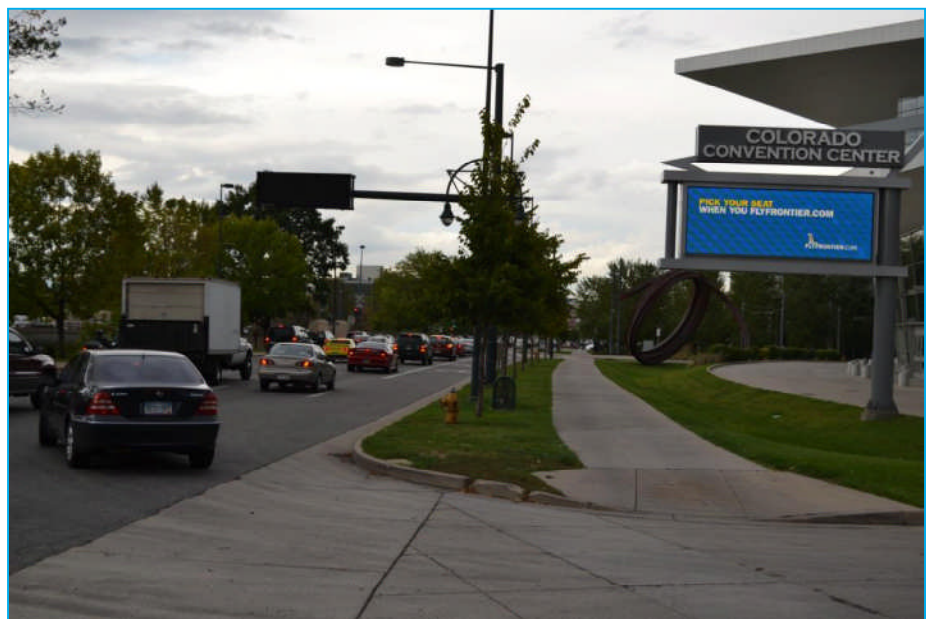
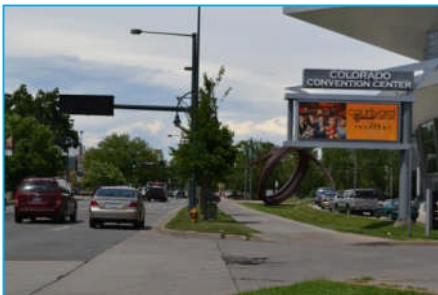
CONVENTION CENTER YEARLY VISITORS:

1.4+ Million

DENVER/DOWNTOWN

Speer Blvd & Colfax Ave

NORTHEAST CORNER



PANEL INFO:

SIZE:

9' X 16'

TYPE:

LED Digital—Ads can range from static to full motion

NO. OF CREATIVE:

Up to three different ads can be rotated at one time

TRAVEL DIRECTION:

North

DIRECTION PANEL FACES:

South

NEARBY AREA:

- Colorado Convention Center
- Bellco Theatre
- Auraria Campus – Home of 3 Universities
- Downtown Denver – office buildings, residential, retail, restaurants, tourist areas, hotels
- Pepsi Center – Professional sports arena
- Denver Performing Arts Complex
- Destination Areas – 16th St. Mall, Larimer Square, Denver Pavilions Shopping Center, Elitch Gardens Amusement Park

VIEWINGS/IMPRESSIONS:

DAILY TRAFFIC:

32,000

DEC:

41,600

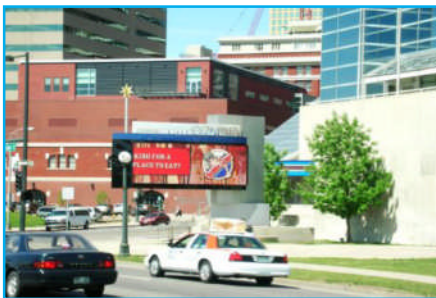
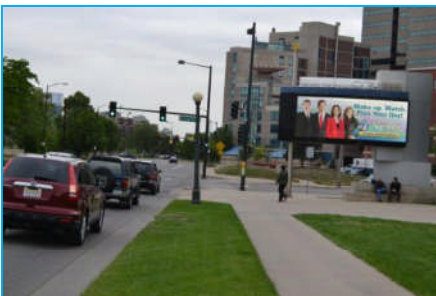
CONVENTION CENTER YEARLY VISITORS:

1.4+ Million

DENVER/DOWNTOWN

Speer Blvd & Arapahoe St

NORTHEAST CORNER



PANEL INFO:

SIZE:

9' X 16'

TYPE:

LED Digital—Ads can range from static to full motion

NO. OF CREATIVE:

Up to three different ads can be rotated at one time

TRAVEL DIRECTION:

West

DIRECTION PANEL FACES:

East

NEARBY AREA:

- Denver Performing Arts Complex
- Colorado Convention Center
- Downtown Denver – Office buildings, retail, residential, restaurants, hotels
- Destination Areas – 16th St. Mall, Larimer Square, Denver Pavilions Shopping Center, Elitch Gardens Amusement Park
- Auraria Campus – Home of 3 Universities
- Pepsi Center – Professional sports arena

VIEWINGS/IMPRESSIONS:

DAILY TRAFFIC:

32,000

DEC:

41,600

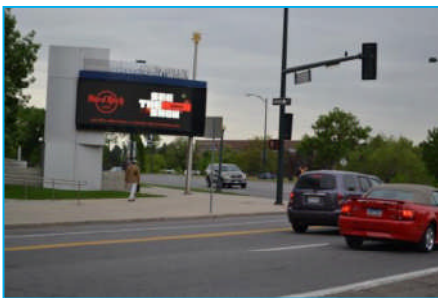
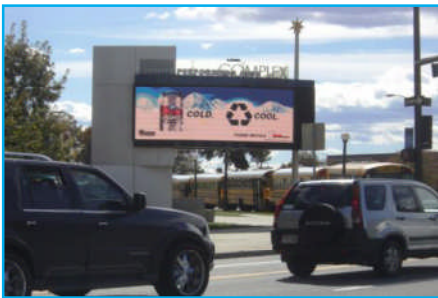
ARTS COMPLEX YEARLY VISITORS:

1.5+ Million

DENVER/DOWNTOWN

Speer Blvd & Arapahoe St

NORTHEAST CORNER



PANEL INFO:

SIZE:

9' X 16'

TYPE:

LED Digital—Ads can range from static to full motion

NO. OF CREATIVE:

Up to three different ads can be rotated at one time

TRAVEL DIRECTION:

East & South

DIRECTION PANEL FACES:

West

NEARBY AREA:

- Denver Performing Arts Complex
- Colorado Convention Center
- Downtown Denver – Office buildings, retail, residential, restaurants, hotels
- Destination Areas – 16th St. Mall, Larimer Square, Denver Pavilions Shopping Center, Elitch Gardens Amusement Park
- Auraria Campus – Home of 3 Universities
- Pepsi Center – Professional sports arena

VIEWINGS/IMPRESSIONS:

DAILY TRAFFIC:

32,000

DEC:

41,600

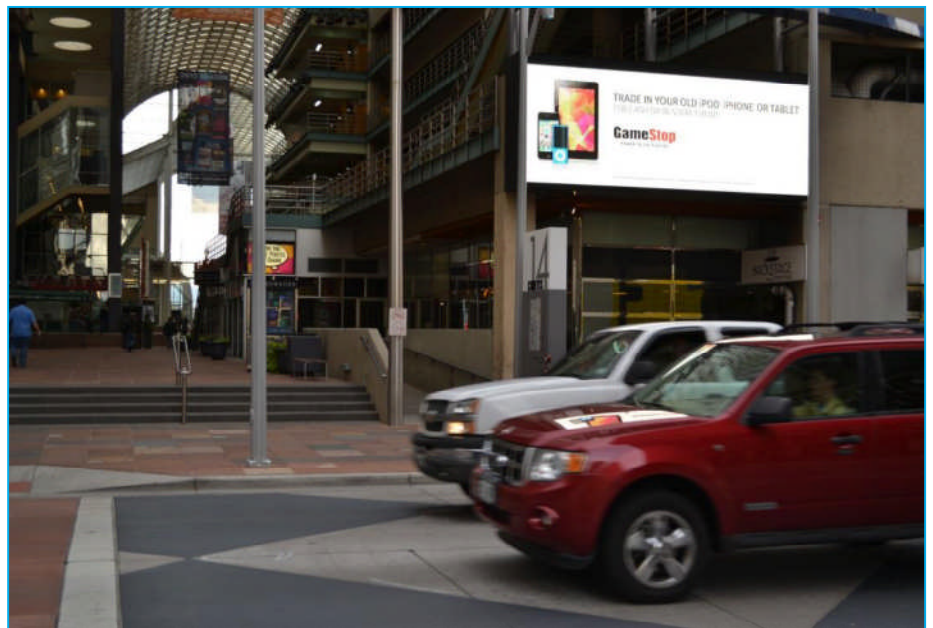
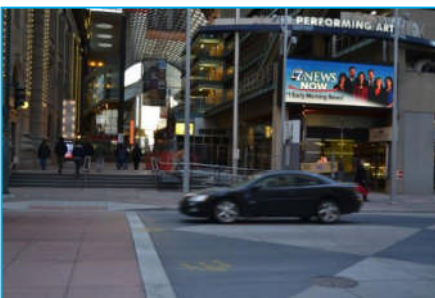
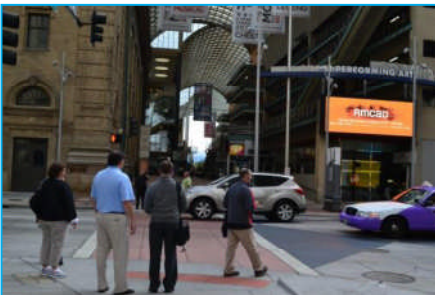
ARTS COMPLEX YEARLY VISITORS:

1.5+ Million

DENVER/DOWNTOWN

14th St & Curtis St

SOUTHWEST CORNER



PANEL INFO:

SIZE:
9' X 16'

TYPE:
LED Digital—Ads can range from static to full motion

NO. OF CREATIVE:
Up to three different ads can be rotated at one time

TRAVEL DIRECTION:
South

DIRECTION PANEL FACES:
North

NEARBY AREA:

- Located at the main entrance of the Denver Performing Arts Complex
- Colorado Convention Center
- Downtown Denver – Office buildings, residential, retail, restaurants, hotels
- Destination Areas – 16th St. Mall, Larimer Square, Denver Pavilions Shopping Center, Elitch Gardens Amusement Park
- Auraria Campus – Home of 3 Universities
- Pepsi Center – Professional sports arena

VIEWINGS/IMPRESSIONS:

DAILY TRAFFIC:
17,000

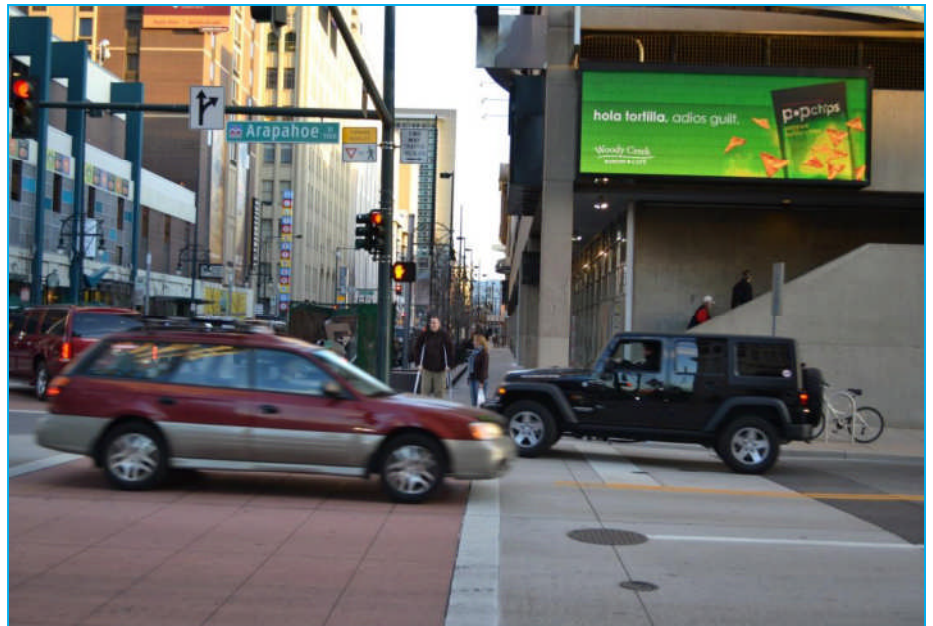
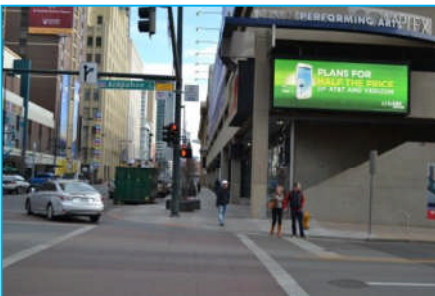
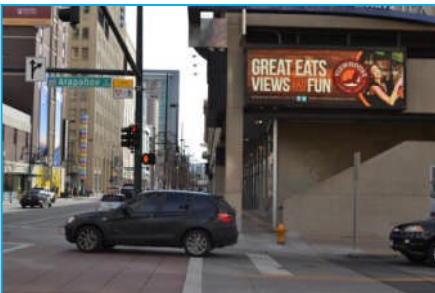
DEC:
22,100

ARTS COMPLEX YEARLY VISITORS:
1.5+ Million

DENVER/DOWNTOWN

Arapahoe St & 14th St

SOUTHEAST CORNER



PANEL INFO:

SIZE:

9' X 16'

TYPE:

LED Digital—Ads can range from static to full motion

NO. OF CREATIVE:

Up to three different ads can be rotated at one time

TRAVEL DIRECTION:

West & South

DIRECTION PANEL FACES:

East

NEARBY AREA:

- Denver Performing Arts Complex
- Colorado Convention Center
- Downtown Denver – office buildings, residential, retail, restaurants, tourist areas, hotels
- Destination Areas – 16th St. Mall, Larimer Square, Denver Pavilions Shopping Center, Elitch Gardens Amusement Park
- Auraria Campus – Home of 3 Universities
- Pepsi Center – Professional sports arena

VIEWINGS/IMPRESSIONS:

DAILY TRAFFIC:

9,000

DEC:

11,700

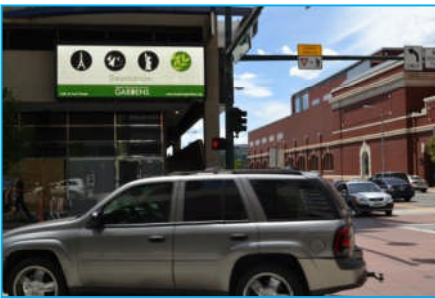
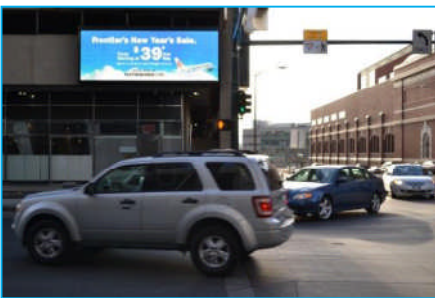
ARTS COMPLEX YEARLY VISITORS:

1.5+ Million

DENVER/DOWNTOWN

14th St & Arapahoe St

SOUTHEAST CORNER



PANEL INFO:

SIZE:
9' X 16'

TYPE:
LED Digital—Ads can range from static to full motion

NO. OF CREATIVE:
Up to three different ads can be rotated at one time

TRAVEL DIRECTION:
South & West

DIRECTION PANEL FACES:
North

NEARBY AREA:

- Denver Performing Arts Complex
- Colorado Convention Center
- Downtown Denver – office buildings, residential, retail, restaurants, tourist areas, hotels
- Destination Areas – 16th St. Mall, Larimer Square, Denver Pavilions Shopping Center, Elitch Gardens Amusement Park
- Auraria Campus – Home of 3 Universities
- Pepsi Center – Professional sports arena

VIEWINGS/IMPRESSIONS:

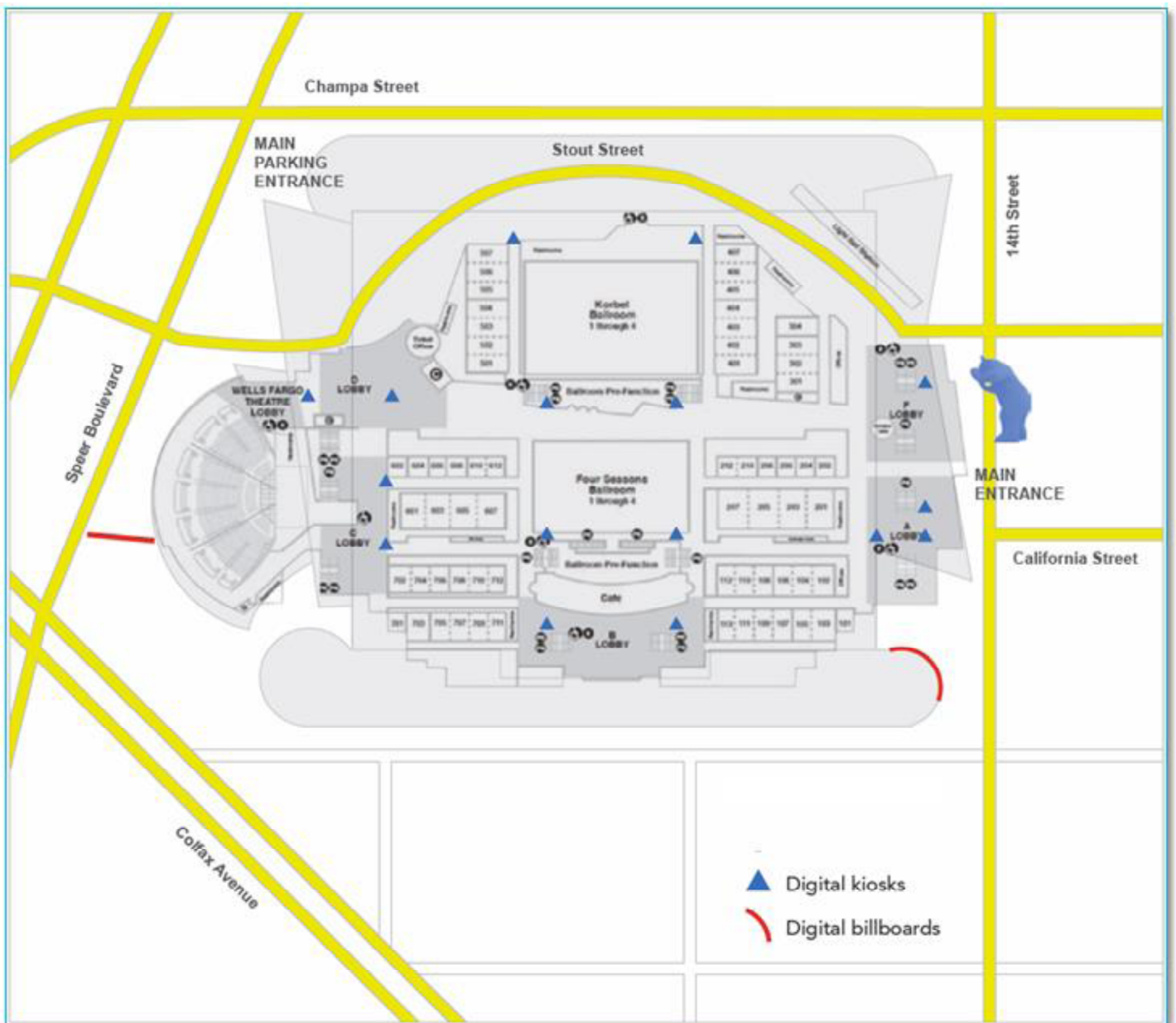
DAILY TRAFFIC:
17,000

DEC:
22,100

ARTS COMPLEX YEARLY VISITORS:
1.5+ Million

Map

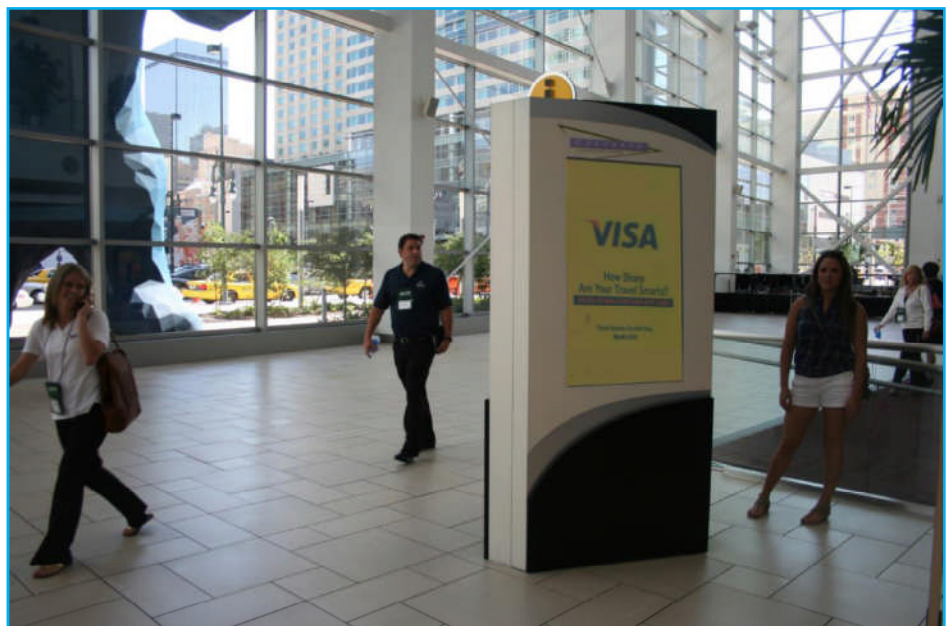
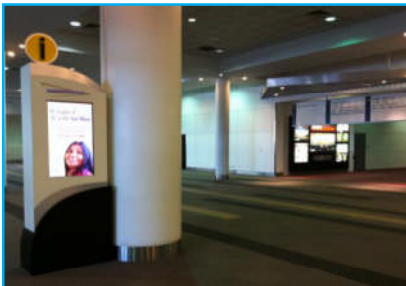
LOCATIONS AT THE CONVENTION CENTER



DENVER/CONVENTION CENTER

Digital Kiosks

THROUGHOUT



PANEL INFO:

SIZES:
24" X 42"
20" X 36"

TYPE:
Digital – Ads are static
Structures – Single to four-sided

NO. OF CREATIVE:
Up to two different ads can be
rotated at one time

NEARBY AREA:

- Located throughout the Colorado Convention Center
- Bellco Theatre
- Downtown Denver – Office buildings, residential, retail, restaurants, hotels
- Destination Areas – 16th St. Mall, Larimer Square, Denver Pavilions Shopping Center, Elitch Gardens Amusement Park
- Denver Performing Arts Complex
- Auraria Campus – Home of 3 Universities
- Pepsi Center – Professional sports arena

VIEWINGS/IMPRESSIONS:

CONVENTION CENTER YEARLY VISITORS:
1.4+ Million

AUDIENCE

- Conventions
- Consumer Shows
- Concerts/Performances at Theatre
- Private events
- Business meetings

EXHIBIT C

FORMS OF STANDARD ADVERTISING CONTRACTS

(ATTACHED)

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

**City and County of Denver
 Division of Arts & Venues
 Marquee/Billboard Advertising Contract**

Date: _____ <div style="border: 1px solid black; border-radius: 15px; padding: 2px; display: inline-block;">New / Renewal</div>
Bill to: _____

Advertiser: _____

Ad Locations: _____

Mailing Address: _____ Nat'l/Local: _____

City: _____ State: _____ Zip: _____ Contact: _____

Phone: _____ Term: _____ Months (not to exceed 6 months) Dates: _____

Fax: _____ E-mail: _____

Location	Product Length	# of units per day	(\$ Net/Mo.)												TOTAL		
			Jan '13	Feb '13	Mar '13	Apr '13	May '13	Jun '13	Jul '13	Aug '13	Sep '13	Oct '13	Nov '13	Dec '13			
																	\$
																	\$
																	\$
																	\$
																	\$
																	\$
																	\$
TOTAL																\$	

THE TERMS ON THE SECOND PAGE ARE PART OF THIS CONTRACT

Special Provisions _____
Other Provisions _____

Advertiser authorizes and instructs Ad Focus Inc. (Ad Focus), as representative of City and County of Denver Division of Arts & Venues (DAV or City), to post in good and workman like manner, and to maintain for the terms set forth above, the advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay the City all contracts amounts within thirty (30) days after the date of billing unless noted differently above. Any payments not made when due pursuant to the above terms 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. Advertiser acknowledges and agrees to be bound by the terms and conditions contained on both pages of this contract. The undersigned representative or agent of Advertiser hereby warrants to Ad Focus that he/she is the authorized representative of the Advertiser and is authorized to execute this contract on behalf of Advertiser.

Advertiser (Company Name): _____
 Signature: _____
 Printed Name: _____
 Title: _____ (e.g., Managing Partner, Sole Member, President, etc.)

This contract is NOT BINDING UNTIL ACCEPTED by Senior Management of Ad Focus Inc. and APPROVED BY the City, as evidenced by signatures below:

ACCEPTED BY AD FOCUS INC:
 Signature: _____
 Printed Name: Keith A. Dillon
 Title: Sole Member

FORM APPROVED BY DIRECTOR OF DAV (OR DESIGNEE):
 Signature: _____
 Printed Name: _____
 Title: _____

THIS INFORMATION FOR OFFICE USE ONLY

Billing Start Date: _____	Contract End Date: _____
Mo. Billing Rate: _____	Political: _____ Split Billing: _____
Product Code: _____	Nat'l Contract No. _____
Sales Exec: _____	Dept: _____ Bill Code: _____

Terms and Conditions of Advertising Contract

- 1.) Advertiser agrees to furnish creative for said advertising and deliver the same as designated by Ad Focus at least seven (7) working days before the installing date without expense to Ad Focus. The creative material used shall be subject to approval by Ad Focus and its decision as to acceptability shall be final. Outdated/expired copy is subject to removal with or without notice. Dissatisfaction with results or appearance of advertising shall not constitute grounds for nonpayment of bills.
- 2.) Loss of Service due to failure of the Advertiser to furnish creative (including new creative when old creative is outdated/expired) as provided above for installation on the stated commencement date and during the duration of the contract, shall be the Advertiser's loss. Other delays in commencing service on any of the Marquees contracted for, or the omission of units from a reasonable number of days, shall not constitute a violation of this contract, but the Advertiser shall be entitled upon either of such happening to a pro rata credit, or, at the option of Ad Focus an extension of the term of the service equivalent to the delay or omission.
- 3.) Advertiser shall indemnify and save harmless the City and Ad Focus, and their officers and employees, against any liability to which they may be subjected by reason of the advertising material displayed under this contract, including, but not limited to, liability or infringement of trademarks, trade names, copyrights, invasion of rights of privacy, defamation, illegal competition or trade practices, as well as all reasonable cost, including attorney's fees, in defending any such action or actions
- 4.) In the event any official of the City or Ad Focus shall disapprove any advertisement, the City or Ad Focus shall have the right to remove said advertisement forthwith and the Advertiser shall receive a pro rata credit from the date of removal of such advertisement. All advertising must comply with all federal, state, and municipal laws and regulations with respect to the advertising matter to be displayed. In the event such advertising becomes illegal or a request is received to terminate the advertising, Ad Focus reserves the right to terminate.
- 5.) Ad Focus reserves the right to terminate this contract at any time upon default by Advertiser in the payment of bills, or other breach, or in the event of any material violation on the part of the Advertiser of any of the conditions herein named; and upon such cancellation, all advertising done hereunder, including all rates and charges under this contract, shall become immediately due and payable. In case of delinquency in payment, the City/Ad Focus shall be discharged from any obligation to display the Advertiser's copy. In the even of suit for collection of unpaid accounts, Ad Focus or the City shall be entitled to recover all amounts due, including late fees, postjudgment interest, costs of suit, and reasonable attorneys' fees and collection agency fees. Advertiser consents to jurisdiction and venue in the Courts of the City and County of Denver, Colorado for any such suit.
- 6.) This contract is not assignable by the Advertiser, nor may the subject of the advertising be changed.
- 7.) This contract becomes effective when executed by Ad Focus and contains the full agreement of the parties, and no representation or assurance, verbal or written, shall affect or alter the obligation of either party hereto.
- 8.) All contracts are non-terminable by Advertiser.
- 9.) In the event that a sign is no longer available due to technical issues or removal of the sign then Ad Focus may, in its discretion, move the advertising to a comparable location (and adjust units per day if needed) or cancel the portion of the contract assigned to that location.
- 10.) Any bills rendered to the Agency or Advertiser shall be conclusive as to the correctness of the items therein set forth and shall constitute an account stated unless written objection is made thereto by the Advertiser within thirty (30) days from the rendering thereof.
- 11.) In connection with the performance of work pursuant to this contract, Advertiser and Ad Focus 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 variance, marital status, or physical or mental disability.
- 12.) Advertiser represents that to the best of its information and belief, no officer or employee of the City is either directly or indirectly a party or in any manner interested in this contract, except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee
- 13.) This contract is subject to and shall be construed in accordance with the laws of the State of Colorado and the City and County of Denver.
- 14.) Advertiser and Ad Focus agree that any duly authorized representative of the City shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, and records of the advertiser involving matters directly related to this contract.

SURETY AGREEMENT:

In consideration of Ad Focus entering into this contract with Advertiser, the undersigned ("Surety") guarantees and becomes a surety for Advertiser in favor of Ad Focus for all sums dues by Advertiser under this contract. The obligation of Surety is joint and several with Advertiser for the full performance of all of Advertiser's obligations under this contract or any continuation. Surety consents to all extensions. It is understood that, without this guarantee or surety agreement, Ad Focus would not be willing to enter this contract with Advertiser.

Signature: _____

Print Name: _____

Title: _____

Date: _____

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

City and County of Denver Division of Arts & Venues CCC Kiosk Advertising Contract

Date _____ <div style="text-align: center; border: 1px solid black; border-radius: 50%; width: 100px; margin: 0 auto; padding: 2px;">New / Renewal</div>
Bill to: Same as below

Advertiser: _____
 Ad Location: _____
 Mailing Address: _____ National/Local: _____
 City: _____ State: _____ Zip: _____ Contact: _____
 Phone: _____ Term: _____ months (not to exceed 6 months) Dates: _____
 Fax: _____ E-mail: _____

Cost Breakout	(\$ Net/Mo.)												No. of Sign Faces	TOTAL
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Net Rate														
Printing & Installation														
NET TOTAL														

THE TERMS ON THE SECOND PAGE ARE PART OF THIS CONTRACT

Special Provisions _____
Other Provisions: _____

Advertiser authorizes and instructs Ad Focus Inc. (Ad Focus), as representative of City and County of Denver Division of Arts & Venues (City), to post in good and workman like manner, and to maintain for the terms set forth above, the advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay the City all contracts amounts within thirty (30) days after the date of billing unless noted differently above. Any payments not made when due pursuant to the above terms 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. Advertiser acknowledges and agrees to be bound by the terms and conditions contained on both pages of this contract. The undersigned representative or agent of Advertiser hereby warrants to Ad Focus that he/she is the authorized representative of the Advertiser and is authorized to execute this contract on behalf of Advertiser.

Advertiser (Company Name): _____
 Signature: _____
 Printed Name: _____
 Title: _____ (e.g., Managing Partner, Sole Member, President, etc.)

This contract is NOT BINDING UNTIL ACCEPTED by Senior Management of Ad Focus Inc. and APPROVED BY the City, as evidenced by signatures below:

ACCEPTED BY AD FOCUS INC:
 Signature: _____
 Printed Name: Keith A. Dillon
 Title: Sole Member

FORM APPROVED BY DIRECTOR OF DAV (OR DESIGNEE):
 Signature: _____
 Printed Name: _____
 Title: _____

THIS INFORMATION FOR OFFICE USE ONLY

Billing Start Date: _____	Contract End Date: _____
Mo. Billing Rate: _____	Political: _____ Split Billing: _____
Product Code: _____	Nat'l Contract No. _____
Sales Exec: _____	Dept: _____ Bill Code: _____

Terms and Conditions of Advertising Contract

- 1.) Advertiser agrees to furnish creative for said advertising and deliver the same as designated by Ad Focus at least seven (7) working days before the installing date without expense to Ad Focus. The creative material used shall be subject to approval by Ad Focus and its decision as to acceptability shall be final. Outdated/expired copy is subject to removal with or without notice. Dissatisfaction with results or appearance of advertising shall not constitute grounds for nonpayment of bills.
- 2.) Loss of Service due to failure of the Advertiser to furnish creative (including new creative when old creative is outdated/expired) as provided above for installation on the stated commencement date and during the duration of the contract, shall be the Advertiser's loss. Other delays in commencing service on any of the kiosk(s) contracted for, or the omission of units from a reasonable number of days, shall not constitute a violation of this contract, but the Advertiser shall be entitled upon either of such happening to a pro rata credit, or, at the option of Ad Focus an extension of the term of the service equivalent to the delay or omission.
- 3.) Advertiser shall indemnify and save harmless the City and Ad Focus, and their officers and employees, against any liability to which they may be subjected by reason of the advertising material displayed under this contract, including, but not limited to, liability or infringement of trademarks, trade names, copyrights, invasion of rights of privacy, defamation, illegal competition or trade practices, as well as all reasonable cost, including attorney's fees, in defending any such action or actions
- 4.) In the event any official of the City or Ad Focus shall disapprove any advertisement, the City or Ad Focus shall have the right to remove said advertisement forthwith and the Advertiser shall receive a pro rata credit from the date of removal of such advertisement. All advertising must comply with all federal, state, and municipal laws and regulations with respect to the advertising matter to be displayed. In the event such advertising becomes illegal or a request is received to terminate the advertising, Ad Focus reserves the right to terminate.
- 5.) Ad Focus reserves the right to terminate this contract at any time upon default by Advertiser in the payment of bills, or other breach, or in the event of any material violation on the part of the Advertiser of any of the conditions herein named; and upon such cancellation, all advertising done hereunder, including all rates and charges under this contract, shall become immediately due and payable. In case of delinquency in payment, the City/Ad Focus shall be discharged from any obligation to display the Advertiser's copy. In the even of suit for collection of unpaid accounts, Ad Focus or the City shall be entitled to recover all amounts due, including late fees, postjudgment interest, costs of suit, and reasonable attorneys' fees and collection agency fees. Advertiser consents to jurisdiction and venue in the Courts of the City and County of Denver, Colorado for any such suit.
- 6.) This contract is not assignable by the Advertiser, nor may the subject of the advertising be changed.
- 7.) This contract becomes effective when executed by Ad Focus and contains the full agreement of the parties, and no representation or assurance, verbal or written, shall affect or alter the obligation of either party hereto.
- 8.) All contracts are non-terminable by Advertiser.
- 9.) In the event that a sign is no longer available due to technical issues or removal of the sign then Ad Focus may, in its discretion, move the advertising to a comparable location (and adjust units per day if needed/applicable) or cancel the portion of the contract assigned to that location.
- 10.) Any bills rendered to the Agency or Advertiser shall be conclusive as to the correctness of the items therein set forth and shall constitute an account stated unless written objection is made thereto by the Advertiser within thirty (30) days from the rendering thereof.
- 11.) In connection with the performance of work pursuant to this contract, Advertiser and Ad Focus 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 variance, marital status, or physical or mental disability.
- 12.) Advertiser represents that to the best of its information and belief, no officer or employee of the City is either directly or indirectly a party or in any manner interested in this contract, except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee
- 13.) This contract is subject to and shall be construed in accordance with the laws of the State of Colorado and the City and County of Denver.
- 14.) Advertiser and Ad Focus agree that any duly authorized representative of the City shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, and records of the advertiser involving matters directly related to this contract.

SURETY AGREEMENT

In consideration of Ad Focus entering into this contract with Advertiser, the undersigned ("Surety") guarantees and becomes a surety for Advertiser in favor of Ad Focus for all sums dues by Advertiser under this contract. The obligation of Surety is joint and several with Advertiser for the full performance of all of Advertiser's obligations under this contract or any continuation. Surety consents to all extensions. It is understood that, without this guarantee or surety agreement, Ad Focus would not be willing to enter this contract with Advertiser.

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT D

PAYMENT RATE AND SCHEDULE

Contractor will be paid by the City on a monthly basis a commission rate of 30% of gross advertising revenue actually received by the City in the preceding month from Advertisers that contracted directly with Contractor.

Contractor shall not receive commission payments for the following:

- Advertisements that are scheduled by the City or its contractor as part of venue sponsorship agreements; and
- Advertisements provided for free to non-profit or not-for-profit entities or to other DAV clients (such as, without limitation, the Colorado Symphony Orchestra, the Colorado Opera, the Colorado Ballet, etc.); and
- Advertisements provided for City-related events, activities, programming, and messaging, including, without limitation, advertisements in support of the Denver Theatre District, Denver Performing Arts Complex, other venues owned and operated by DAV, and events, activities, programming, and messaging of City agencies and divisions.

Contractor will be reimbursed for sales materials produced by Contractor to be used for generating advertising sales for the City consistent with this Agreement; however, the City will reimburse Contractor for funds expended on sales materials only if Contractor obtained the City's prior written approval of the subject expenditures, including the amount of such expenditures. For the avoidance of doubt, "sales materials" may include design and printing of DAV-approved materials related to website development and other DAV-approved marketing collateral. Contractor will not be reimbursed for staff time, office supplies, mileage, meals or other items deemed by DAV to be Contractor's business costs. For any given month of the Term, reimbursable expenses shall not exceed three percent (3%) of the gross advertising revenues actually received by the City for the subject month; if expenses exceed three percent (3%) in a given month, such excess amounts shall not accrue and carry over for payment by the City in subsequent months. The City will make reimbursement payments only if all sums due to the City by advertisers under contract with Contractor for the subject month have been received by the City and only after receipt of an invoice from Contractor in a format and with a level of detail acceptable to the City including all supporting documentation required by the City.

Notwithstanding anything to the contrary contained here, Contractor will be responsible for collection of all advertising revenue that is not timely paid to the City.

EXHIBIT E

CERTIFICATE OF INSURANCE

(ATTACHED)



**COLORADO
INSURANCE CARD**

INSURED DILLON, KEITH

MULTI
VOL

POLICY NUMBER 0R21302-B10-08F EFFECTIVE
YR 2007 MAKE ACURA AUG 10 2013 TO FEB 10 2014

MODEL TSX VIN JH4CL968X7C012668
AGENT JENNIFER PARR INS AGENCY INC
PHONE (303)772-2969 NAIC 25178

THE COVERAGE PROVIDED BY THE POLICY MEETS THE
MINIMUM LIABILITY LIMITS PRESCRIBED BY LAW.
A BODILY INJURY/PROPERTY DAMAGE LIABILITY
C MEDICAL PAYMENTS
D 500 DEDUCT COMPREHENSIVE
G 500 DEDUCT COLLISION
H, U

SEE REVERSE SIDE FOR ADDITIONAL COVERAGE INFORMATION

Exhibit F

Separate Declaration Regarding Independent Status

It is understood and agreed by and between **AD FOCUS INC.**, as the "Contractor", and the **CITY** that the status of the Contractor shall be that of an independent contractor and of a person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1(E)(x) of the Charter of the City and it is not intended, nor shall it be construed, that the Contractor or any of its employees or subcontractors is an employee, officer, or agent of the City under Chapter 18 of the Denver Revised Municipal Code for purposes of unemployment compensation, workers' compensation, or for any purpose whatsoever.

Without limiting the foregoing, the parties hereby specifically acknowledge that the Contractor is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City, that the Contractor is not entitled to workers' compensation benefits from the City, and that the Contractor is obligated to pay federal and state income taxes on any monies earned pursuant to this Agreement.

The parties recognize and agree that the Contractor is engaged in an independent occupation and profession and is free from control and direction in the performance of the services contracted for herein consistent with that mandated by C.R.S. 8-40-202(2)(a). It is understood and agreed by the parties that the City does not (a) require the Contractor to work exclusively for the City, provided that the Contractor may have elected to work for exclusively for the City for the period of time specified in the term of this Agreement; (b) establish a quality standard for the Contractor, provided that the parties agree that while the City may provide plans regarding its expectancy of the work to be performed by the Contractor, the City will not oversee the actual work of the Contractor or instruct the Contractor as to how the work will be performed; (c) pay a salary or hourly wage to the Contractor instead of the fixed contract rate stated herein; (d) terminate the work of the Contractor for cause during the term of this Agreement unless the Contractor violates the terms of this Agreement or fails to produce a work product or result that meets the specific terms provided in the Agreement; (e) provide any training for the Contractor other than minimal orientation to the site or other parameters of the Contractor activity; (f) provide tools or benefits to the Contractor; (g) dictate the time of performance, except that the Agreement completion date together with the range of negotiated and mutually agreeable work hours has been established herein; (h) pay the Contractor personally instead of making City warrants payable to the professional name of the Contractor, except that in this Agreement the Contractor is an individual and sole proprietor; and (i) combine the regular operations of the City in any way with the professional or business operations of the Contractor instead of maintaining office operations separately and distinctly.

[Signature Pages Follow]

DENVER ARTS AND VENUES:

By: _____
Name: Kent Rice
Its: Director

STATE OF COLORADO)
CITY AND) ss
COUNTY OF DENVER)

Subscribed and sworn to before me this _____ day of _____, 2013, by
Kent Rice as Director, Denver Arts and Venues.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Address

CONTRACTOR:

By: _____
Name:
Its:

STATE OF)
CITY AND) ss
COUNTY OF)

Subscribed and sworn to before me this _____ day of _____,
2013 by Keith A. Dillon as _____ of Ad Focus Inc..

Witness my hand and official seal.

My commission expires: _____

Notary Public

Address