

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (this “**Agreement**”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized and existing under and by virtue of Article XX of the Constitution of the State of Colorado (the “**City**”), and **MARK ANTHONY BRANDS INC.**, a Washington corporation located at 328 S. Jefferson St., #1050, Chicago, IL 60661-5627 (“**Sponsor**”).

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

The City has entered into tax exempt Bond and Certificate financing transactions (collectively “Financings”) to finance various construction and maintenance projects at the City Venues and, pursuant to the Financings and authorizing ordinances and the tax-exempt status of the Financings, the City Venues are subject to regulation under the Internal Revenue Code and certain uses require review by Bond Counsel. Bond Counsel means the nationally recognized law firm or firms with expertise in public finance delivering their approving opinions with respect to the excludability from gross income for federal income tax purposes of interest on the Financings. The City Attorney’s Office retains a list of approved Bond Counsel.

Sponsor is a premium alcoholic beverage company. Sponsor would like to obtain certain sponsorship opportunities in connection with the City Venues.

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

2. AGREEMENT: By and in consideration of the mutual promises set forth hereafter, the parties agree as follows:
 - 2.1. Term. The term of this Agreement shall commence as January 1, 2022 (the “Effective Date”), and shall end at 12 o’clock midnight on December 31, 2024 (the “Term”). For purposes of this Agreement, a “Contract Year” shall mean each period commencing on January 1 and ending on the following December 31 throughout the Term. The Term may not be increased without approval of Bond Counsel.
 - 2.2. Grant of Sponsorship Rights and Benefits. For each Contract Year of this Agreement, Sponsor shall be entitled to the rights and benefits set forth in **Exhibit A**. Sponsorship rights or benefits not used in one Contract Year [will/

not] “carry over” or otherwise be available in an ensuing Contract Year. City and Sponsor acknowledge and agree that this Agreement is solely for the purpose of advertising and promoting Sponsor’s products in a lawful manner at the City Venues and that this Agreement does not involve sales of Sponsor’s products at the City Venues

- 2.3. Sponsorship Rights Fees. In consideration of the rights and benefits provided to Sponsor as set forth in this Agreement, Sponsor shall pay to the City the fees set forth in **Exhibit B** in accordance with the schedule set forth in Exhibit B. The rights fees may not be amended without approval of Bond Counsel. The City represents that no portion of the fees is provided directly or indirectly to any licensed Colorado alcohol beverage retailer.
- 2.4. Requirements of the Financings. The parties agree that due to the Financings of the City Venues that this Sponsorship Agreement must be and has been approved by Bond Counsel, Kutak Rock, 1801 California Street, Suite 3000, Denver, Colorado 80202. It is understood that the use City Venues is restricted by the Bond Ordinances, and by all applicable rules, regulations, statutes or ordinances promulgated by any federal, state or municipal agency having jurisdiction over the City Venues. The parties agree that, the Bond Ordinances permit the terms of the Sponsorship Agreement as written and that Sponsor shall comply with all applicable IRS regulations and shall follow direction provided by Bond Counsel and will not knowingly take any action that would jeopardize the tax exempt status of the Bonds. This Sponsorship Agreement has been approved by Bond Counsel, attached hereto as **Exhibit D**. The Sponsor agrees that in its activities and occupancy hereunder it will comply with all of the terms and conditions of the Financings as those requirements are stated in this Agreement and that it will take no action, nor omit to act in any manner, which would cause the City to breach or be in default under the Financings.
- 2.5. Uses and Protection of Trademarks/Service Marks and Other Intellectual Property. The City and Sponsor each acknowledge that the other party owns certain names, trademarks, service marks, copyrights and other intellectual property associated with their respective businesses which marks will be specifically identified on **Exhibit C** (hereinafter collectively referred to as “**Marks**”), and each owns certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks.

It is agreed and understood that in marketing and promoting events at the City Venue (the “**Events**”) and various activities associated therewith, the City and Sponsor may make various references to each other and may display the Marks of the City and Sponsor as well as photographs or graphic images of these activities. Each party grants to the other a non-exclusive, non-transferable license to use its Marks during the Term of this Agreement,

subject to the terms and conditions hereafter set forth, solely in connection with advertising and promoting the Events and activities incidental thereto. The City and Sponsor shall agree in writing as to the form and content of any promotional or advertising materials which bear the other party's Marks, and the media in which such materials are to be used prior to their use, which approval the parties shall not unreasonably withhold. Such use may be subject to such reasonable conditions as either party may impose, including, but not limited to, conditions affording each party adequate protection of its Marks. Upon termination or expiration of this Agreement, both parties shall cease all use of the Marks of the other party as soon as practicable, but, in any event, within 30 days, unless the particular media which has been approved requires a longer lead time, but in no event longer than 90 days.

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

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

- 2.6. Third Party Infringement. The City is not responsible for any third party infringement of Sponsor's copyrights, and is not responsible for protecting the intellectual property rights of Sponsor.
- 2.7. Filming of Sponsor Marks. Sponsor understands and acknowledges that the City often issues film permits to persons and entities wishing to film at a City Venue, whether still, motion picture, or otherwise. Notwithstanding any other provision of this Agreement, Sponsor recognizes and permits the City to issue such permits to persons and entities, to include Sponsor's Marks and surrounding site, and Sponsor holds the City harmless therefore. Sponsor will not hold or seek to hold the City liable in any way for the acts of any person or entity utilizing such a film permit, or their filming or use of the Sponsor's Marks
- 2.8. Approval of Promotional Concepts. Each party reserves the right to approve all promotional concepts, which the other party wishes to use in connection

with its identification with the first party. Under no circumstances will promotions which reflect unfavorably upon the City, or which are prohibited or restricted by law, rule, regulation, or executive order, be approved by the City.

- 2.9. Exclusivity. This Agreement between the City and Sponsor contained herein shall be exclusive. As used herein “exclusive” means that the City will not enter into a contract or other legally binding arrangement conferring sponsorship rights for alcohol beverage brands designated as hard seltzer at City Venues as shown on **Exhibit A**. Sponsor acknowledges that the City cannot control certain components of the City Venues when promoters or other tenants rent or otherwise use the City Venues; competing brand logos, signage, and the like may be visible or competing products otherwise promoted at these times and will not constitute a breach of this Agreement. In addition, the City may, without breaching this Agreement, enter into booking agreements for the use of the City Venues with entities who may compete or have sponsors that compete with Sponsor.

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

- 2.10. Independent Status. It is agreed and understood between the parties that nothing contained herein shall constitute or imply an agreement or understanding of joint venture, agency, partnership or employment between the parties, and neither party shall have the authority to incur any financial or contractual obligations on behalf of the other party. Sponsor shall have no power of direction and control over the City or the City’s employees, agents, subcontractors, or volunteers, or the manner or method utilized by the City in the performance of its functions. The City shall determine and have sole discretion over the manner and methods utilized to achieve the results desired by Sponsor and shall be solely responsible for the direction, control and supervision of Sponsor’s acts and those of Sponsor’s agents, employees, volunteers, and subcontractors relating to the performance of this Agreement.
- 2.11. Indemnification. Sponsor shall (i) defend, release, indemnify and save and hold harmless the City and (ii) with respect to the serving, selling, and/or sampling by Sponsor of Sponsor products, release, indemnify and save and hold harmless ARAMARK Sports and Entertainment Services, LLC, a Delaware limited liability company (“**Aramark**”), as concessionaire of the Red Rocks Amphitheatre (including the Visitor Center and Trading Post) and the Denver Coliseum: (x) against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City or Aramark (“**Damages**”), and (y) from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, including workers' compensation claims, of or by anyone whomsoever (“**Claims**”). Sponsor’s foregoing obligations shall

apply to Damages and Claims in any way resulting from or arising out of and to the extent caused by acts, errors, or omissions of Sponsor or its officers, employees, representatives, suppliers, invitees, licensees, subconsultants, subcontractors, or agents in the performance under this Agreement; provided, however, that Sponsor need not indemnify and save and hold harmless the City, its officers, agents, and employees from damages proximately resulting from the sole negligence of the City's officers, agents, and employees. This indemnity clause shall also cover the City's defense costs, in the event that the City, in its sole discretion, elects to provide its own defense. Defense costs coverage must be included in the liability coverage provided for the City and County of Denver, its officers, officials and employees as additional insureds. These indemnification obligations shall survive the termination of this Agreement by expiration of the Term hereof or otherwise.

2.12. Insurance.

- a) General Conditions: Sponsor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Sponsor shall keep the required insurance coverage in force at all times during the Term of this Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this 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, Sponsor 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. Sponsor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Sponsor. Sponsor shall maintain, at its own expense, any additional kinds or amounts of

insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- b) Proof of Insurance: Sponsor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Sponsor certifies that the certificate of insurance attached as **Exhibit F**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Sponsor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- c) Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Sponsor and any subcontractor/consultant'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 under this Agreement, Sponsor's insurer shall waive subrogation rights against the City.
- e) Subcontractors and Subconsultants: Sponsor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by Sponsor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- f) Workers' Compensation/Employer's Liability Insurance: Sponsor shall maintain the coverage as required by statute for Sponsor's personnel who may be present at each work location at a City Venue and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

- g) Commercial General Liability: Sponsor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
- h) Automobile Liability: Sponsor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

2.13. Representations for Alcohol Related Sponsorship. The City represents that (a) the compensation payable to the City under this Agreement is consistent with fair market rates and the compensation payable to the City in connection with similar sponsorship agreements with counterparties that are not beverage alcohol suppliers or distributors; (b) the terms and conditions of this Agreement are consistent with the terms and conditions offered by the City for sponsorship agreements with counterparties that are not beverage alcohol suppliers or distributors; (c) the City is not a beverage alcohol retail licensee or an agent or representative of a beverage alcohol retail licensee; and (d) nothing in this Agreement shall: (i) place Aramark's or any other beverage alcohol retail licensee's independence at risk by means of a tie or link between Sponsor and Aramark or any other beverage alcohol retail licensee or by any other means of Sponsor control over Aramark or any other beverage alcohol retail licensee or (ii) require Aramark or any other beverage alcohol retail licensee to purchase Sponsor alcoholic beverages to the exclusion in whole or in part of alcoholic beverages offered or sold by others.

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

- a) If the other party commits a material breach of this Agreement and fails to cure said breach after receiving 30 days' notice in writing of the alleged breach from the aggrieved party.
- b) If the other party is unable to pay its liabilities when due, or makes an assignment for the benefit of creditors, or files a petition under any federal or state bankruptcy statute, or files a voluntary petition in bankruptcy, or is adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if a trustee in bankruptcy or insolvency is appointed under the laws of the United States government or of the several states.

- c) If a Force Majeure Event defined in Section 2.16(g) of this Agreement extends beyond sixty (60) days and the City and Sponsor are unable to agree on a plan to mitigate Sponsor's loss of Sponsorship Rights in Exhibit B beyond the first sixty (60) days of the force majeure event

2.15. Effect of Termination. In the event this Agreement expires in accordance with its own Term, or is terminated prior to expiration as set forth above, each party shall cease using the other party's Marks. As soon as practicable after termination, each party shall use all reasonable efforts to cease distribution of materials or broadcast of television promotional spots and other similar activities that reflect the relationship of the parties or the parties' Marks.

2.16. Miscellaneous General Provisions.

- a) Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties, as well as their respective successors in interest, whether by merger, reorganization or acquisition.
- b) Assignment. Neither party shall assign or transfer its rights, nor delegate its obligations under this Agreement to any third party without the prior written approval of the other party, which may be withheld for any or no reason, with the exception that such assignment may be made without obtaining consent to (i) any affiliate of a party, or (ii) any entity (or its affiliate) acquiring all or substantially all of the assets or stock, by merger or otherwise, of a party or any affiliate of a party. For purposes of this provision, "affiliate" shall mean any entity controlling, controlled by or under common control with the referenced party.
- c) Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior agreements between the said parties, whether written or oral, no representation, inducement, promises or agreements or otherwise, which are not embodied herein, shall be of any force or effect. This Agreement may not be amended or otherwise modified except by written agreement executed and authorized by all parties.
- d) Severability. Any provisions of this Agreement prohibited by law, or found to be invalid by any court or agency having jurisdiction thereof, shall be ineffective to the extent of such prohibition or invalidity, without in any way invalidating or affecting the remaining provisions of this Agreement.

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

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

CITY:

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

SPONSOR:

Compliance Department
Mark Anthony Brands Inc.
328 S. Jefferson St., #1050
Chicago, IL 60661-5627

- g) Force Majeure. Neither party shall be deemed in default hereunder and neither shall be liable to the other if either is subsequently unable to perform its obligations hereunder by reason of any fire, earthquake, flood, epidemic, accident, explosion, strike, riot, civil disturbance, act of public enemy, embargo, act of God, any municipal, county, state, or national ordinance or law, any executive or judicial order, or similar event beyond the parties' control; provided, however, that no party shall be entitled to relief under this Paragraph unless such party shall have given the other party reasonable notice of such event, and shall have exhausted all reasonable means of complying or implementing alternative means of compliance with its contractual obligations hereunder.

- h) Governing Law, Venue. This Agreement shall be governed by and interpreted under the laws of the State of Colorado and the

City and County of Denver. Any action regarding this Agreement shall be filed in the District Court in and for the Second Judicial District of the State of Colorado, without regard to any statute or rule of law which would suggest or require another venue.

- i) Authority. The City and Sponsor represent that each, respectively, has full power and authority to enter into this Agreement.
- j) Exhibits. All references to exhibits herein are to exhibits that are specifically incorporated by reference to this Agreement.
- k) Headings. All headings and captions are for convenience only, and shall in no way affect their construction and interpretation.
- l) Survival. The provisions of this Agreement, and the obligations of the parties which, by their own terms, contemplate actions to be performed after termination, including, but not limited to, payment of fees and other consideration, and the terms of this Agreement regarding indemnification, effect of termination, governing law, venue, and Marks, shall survive the termination of this Agreement.
- m) No Express Or Implied Agency. This Agreement shall not be valid or binding in any way upon the City until fully executed by the City's authorized representatives appearing below.
- n) No Discrimination In Employment. In connection with the performance of work under this Agreement, Sponsor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Sponsor shall insert the foregoing provision in all subcontracts.
- o) No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Sponsor, and nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. It is the express intention of the City and Sponsor that any person other than the City or

Sponsor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

- p) Review 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, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Sponsor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Sponsor 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 Sponsor to make disclosures in violation of state or federal privacy laws. Sponsor shall at all times comply with D.R.M.C. 20-276.
- q) Electronic Signatures and Electronic Records. Sponsor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[Remainder of page intentionally left blank.]

Contract Control Number: THTRS-202161000-00
Contractor Name: Mark Anthony Brands 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

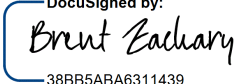
By:

By:

By:

Contract Control Number:
Contractor Name:

THTRS-202161000-00
Mark Anthony Brands INC.

By:  38BB5ABA6311439...

Name: Brent Zachary
(please print)

Title: VP
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

**Scope of Sponsorship Benefits
Exhibit A**

ALL VENUES

Point of Sale/Menu Board Signage:

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

Rights to Marks:

- Rights to non-exclusive use of Red Rocks Amphitheatre, the Arts Complex (Ellie Caulkins Opera House, Buell Theatre and Boettcher Concert Hall), Denver Coliseum, Bellco Theatre and the Colorado Convention, Yoga on the Rocks, and Five Points Jazz Festival name and marks for marketing collateral, media and online promotions upon written approval of City for each use.

RED ROCKS ASSETS

On-site:

- One (1) 10'x20' activation footprint at five (5) concerts, mutually agreed upon in writing, during each Contract Year.
- Presenting partner of the White Claw Tailgate at the Red Rocks Trading Post or other mutually agreed upon title, at up to five (5) concerts each Contract Year. Sponsor to provide activation staffing and marketing support of the event(s).

Signage:

- One (1) co-branded, Red Rocks themed or centric slide in the Red Rocks intermission slide show at all public, ticketed events at Red Rocks Amphitheatre.
- One (1) rotating advertisement on the Red Rocks LED screens located within the Visitors Center. Creative to be mutually agreed upon.

Social Media:

- Four (4) Red Rocks themed or centric social media posts to promote on-site activities and encourage attendee engagement. Messaging will be developed by Sponsor and is subject to approval by Denver Arts & Venues.

Digital:

- One (1) rotating homepage ad on the Red Rocks Amphitheatre website. Sponsor is responsible for all design and production. All artwork must be pre-approved by DAV.

- One (1) rotating interior page ad on the Red Rocks Amphitheatre website. Sponsor is responsible for all design and production. All artwork must be pre-approved by DAV.

Enter to Win Promotion:

- Sponsor will have the opportunity to host one (1) enter-to-win sweepstakes each Contract Year, promoted through Sponsor and Red Rocks social media channels. Sponsor will draft and create rules around sweepstakes. Sponsor will be responsible for prizing and fulfillment. Sponsor will collaborate with Denver Arts & Venues on specific promotion details.

Hospitality:

- Four (4) tickets to every public, ticketed show at Red Rocks Amphitheatre.
- Bank of one hundred (100) tickets to use at mutually agreed upon Red Rocks concerts of choice. Tickets may be requested in sets of two (2) or four (4) ticket increments. Sponsor can use the tickets for in-market promotions or employee incentives.
 - In Contract Year three the bank of ticket will be one hundred forty (140).
- Four (4) VIP experiences for up to ten (10) select VIP's, four Wednesday's throughout each Contract Year. VIP night benefits to be mutually agreed upon.

YOGA ON THE ROCKS ASSETS

Presenting Partner:

- Sponsor will be the presenting partner of the Yoga on the Rocks series each Contract Year.

On-Site:

- One (1) 10' x 10' promotional footprint during four (4) Yoga on the Rocks events for vendor sampling and/or promotions mutually agreed upon by City and Sponsor in writing.

Signage:

- One (1) co-branded, Red Rocks themed or centric slide in the Yoga on the Rocks Slide Show

Hospitality

- Four (4) tickets to each Yoga on the Rocks event.

ARTS COMPLEX ASSETS

Signage (Subject to City's prior written approval):

- A set of three (3) elevators doors in the Arts Complex Galleria for the entire contract term.
 - Sponsor will wrap the inside and outside of three (3) elevator doors in the Arts Complex Galleria. Creative will be Arts Complex themed or centric and is subject to approval by Denver Arts & Venues.
- Brand and hang one (1) ceiling banner in the Galleria at The Arts Complex for six (6) months each Contract Year. Creative will be Arts Complex themed or centric and is subject to approval by Denver Arts & Venues.

- One (1) GOBO on event nights in the Galleria at the Arts Complex.
- Brand the weather awning outside the Ellie Caulkins Opera House. The awning is present during inclement weather months.

Holiday Signage:

- Signage and point of sale display in proximity to promotions taking place from Thanksgiving through January. Sponsor and Denver Arts & Venues will collaborate on theme and creative design. Sponsor will be responsible for costs associated with signage and POS. Sponsor will receive the following promotional benefits:
 - One (1) social post each month from October-January to promote Sponsor's products.

Hospitality:

- Starting in Contract Year 2, Sponsor will receive a bank of fifty (50) tickets to use at mutually agreed upon Arts Complex events of choice each Contract Year. Tickets may be requested in sets of two (2) or four (4) ticket increments. Sponsor can use the tickets for in-market promotions or employee incentives.

FIVE POINTS JAZZ FESTIVAL ASSETS

On-Site:

- Sponsor will name and brand the main stage at the Five Points Jazz Festival. The main stage will feature signage welcoming festival attendees to the Sponsor Main Stage. Stage Location and all branding will be subject to approval by Denver Arts & Venues.

COLORADO CONVENTION CENTER ASSETS

Signage:

- One (1) annual schedule on the digital marquees outside the Colorado Convention Center and the Denver Performing Arts Complex.

PUBLIC ART BIKE TOUR ASSETS

Presenting Partner:

- Sponsor will receive the following benefits associated with tours of public art around Denver, which will meet, weather permitting, at the Colorado Convention Center:
 - Logo placement on the Public Art website.
 - The opportunity to provide swag/promotional items to participants.

Exhibit B – Fee Schedule

Invoice Schedule

Sponsor will pay an annual sponsorship fee as outlined below.

Year 1 –\$300,000 - Due 90 days from date of invoice. Invoice will be generated upon execution of agreement.

Year 2 - \$305,000 - Due August 1, 2023

Year 3 - \$310,000 - Due August 1, 2024

TOTAL SPONSORSHIP FEES: \$915,000

Exhibit C

(exhibit follows)







EXHIBIT D

(exhibit follows)

From: [Edrich, Matthias M.](#)
To: [Heydman, Laurie J. - CAO Asst City Attorney - Sr](#)
Cc: [Yu, Michael C. - AVD CV2311 Fiscal Administrator II](#); [Tabrum, Matthew - AVD CA3251 Revenue Development Partner Senior](#)
Subject: [EXTERNAL] White Claw Sponsorship Rights
Date: Tuesday, November 23, 2021 6:43:35 PM
Attachments: [image001.png](#)

Hello Laurie,

Thank you for your email. Sorry for not responding sooner. The agreement is approved, from a bond counsel perspective. The agreement is for nonpossessory use of the facility and should escape private business use altogether. Alternatively, [REDACTED]

Sincerely,

Matthias

Matthias M. Edrich

Partner

Kutak Rock LLP

1801 California Street, Suite 3000, Denver, CO 80202
matthias.edrich@kutakrock.com
office: 303.297.2400 **direct:** 303.292.7887 **cell:** 720.253.2466

From: Heydman, Laurie J. - CAO Asst City Attorney - Sr <Laurie.Heydman@denvergov.org>
Sent: Thursday, November 18, 2021 1:44 PM
To: Edrich, Matthias M. <Matthias.Edrich@KutakRock.com>
Cc: Yu, Michael C. - AVD CV2311 Fiscal Administrator II <Michael.Yu@denvergov.org>; Tabrum, Matthew - AVD CA3251 Revenue Development Partner Senior <Matthew.Tabrum@denvergov.org>
Subject: White Claw Exclusive Pouring Rights

[CAUTION - EXTERNAL SENDER]

Hello Matthias -I am attaching the most recent exclusive sponsorship agreement. Please let us know if it is permissible within private activity limits.
Thank you as always!



DENVER
THE MILE HIGH CITY

Laurie J. Heydman | Senior Assistant City Attorney
Municipal Operations Section, City Attorney's Office | City
and County of Denver
[Pronouns](#) | She/Her/Hers

p: (720) 913-3278 | cell: (720) 785-4911
laurie.heydman@denvergov.org

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EXHIBIT E
ARTS & VENUES DENVER
VENUE SPONSORSHIP POLICY

Updated January 21, 2022

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

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

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

SPONSORSHIP CATEGORIES

- Beer/Malt Beverages
- Hard Seltzer
- Non-Alcoholic Beverages
- Energy Drink
- Natural Spring Water and Bottled Water
- Spirits/Liquor
- Spirits/Wine
- Waste and Recycling
- Hotel
- Spirits/Champagne
- Cellular Service
- Grocer

CURRENT SPONSORS

MolsonCoors
Mark Anthony Brands (White Claw)
Coca-Cola
Red Bull
Eldorado and Dasani
Stranahan's and Pernod Ricard
Ste. Michelle Wine Estates
Alpine Waste
Origin Hotel (Red Rocks only)
G.H. Mumm
Visible
King Soopers

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

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

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

A&V Marketing Department Contacts

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

Or

Andrew Lindley
Corporate Partnerships Development Manager
Andrew.Lindley@denvergov.org
720-865-4325

EXHIBIT F
(exhibit follows)



Certificate of Insurance

No.: **MAG-2021-39-MAB**Dated: **January 26, 2022**

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

Certificate Holder:

City and County of Denver
Department of Arts & Venues
1345 Champa Street
Denver, CO 80204

Named Insured and Address:

Mark Anthony Brands Inc.
328 South Jefferson Street, Suite 1050
Chicago, IL 60661

This certificate is issued regarding:

Contract # THTRS-202161000

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/ Expiry Dates	Sums Insured Or Limits of Liability	
COMMERCIAL GENERAL LIABILITY	XL Insurance America, Inc.	US00095451LI21A	Oct 15, 2021 to Oct 15, 2022	Bodily Injury and Property Damage, Any One Occurrence	USD 1,000,000
				Products-Completed Operations Aggregate	USD 2,000,000
				General Aggregate	USD 2,000,000

Additional Information:

City and County of Denver, its elected and appointed officials, employees and volunteers are added as Additional Insureds under Commercial General Liability, but only with respect to the liability arising out of the operations of the Named Insured.

City and County of Denver, its elected and appointed officials, employees and volunteers are provided with a Waiver of Subrogation in their favour under the Commercial General Liability policy but only with respect to the liability arising out of the Named Insureds operations where required by written contract or written agreement.

Notice of cancellation:

Should any of the policies described herein be cancelled before the expiration date thereof, the insurer(s) affording coverage will endeavour to mail 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer(s) affording coverage, their agents or representatives, or the issuer of this certificate.

Marsh Canada Limited

800 - 550 Burrard Street
Vancouver, BC V6C 2K1
Telephone: (604)-4433529
Fax: (604)-6853112
CertificateRequestsVancouver@marsh.com

Marsh Canada Limited

By:

Lisa Tiveron



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/26/2022

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 Marsh Canada Limited Livingston Place, Suite 1100, 222- 3rd Avenue SW, Calgary, AB T2P 0B4 CANADA CN102607269--ALWC-21-22	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : The Hartford</td> <td style="border: none;">29424</td> </tr> <tr> <td style="border: none;">INSURER B : Trumbull Insurance Company</td> <td style="border: none;">27120</td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Hartford	29424	INSURER B : Trumbull Insurance Company	27120	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Mark Anthony Brands Inc. 328 South Jefferson Street, Suite 1050 Chicago, IL 60661															

COVERAGES **CERTIFICATE NUMBER:** HOU-003883380-02 **REVISION NUMBER:** 6

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			83 UEN AC4991	10/31/2021	10/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			83 WE AH9HB5	10/31/2021	10/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Mark Anthony Brands/City of Denver Contract # THTRS-202161000
 Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions with respect to workers compensation.

CERTIFICATE HOLDER City and County of Denver Department of Arts & Venues 1345 Champa Street Denver, CO 80204	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <p style="text-align: right;"><i>Marsh USA Inc.</i></p>
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AGENCY CUSTOMER ID: CN102607269

LOC #: Canada



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Canada Limited		NAMED INSURED Mark Anthony Brands Inc. 328 South Jefferson Street, Suite 1050 Chicago, IL 60661	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The above Worker's Compensation placement was made by Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

Automobile Liability Policy No. 83 UEN AC4991 placement was made by Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.