

**MANAGEMENT AGREEMENT  
BY AND BETWEEN**

**RINO ART DISTRICT,  
a Colorado nonprofit corporation  
(AS MANAGEMENT COMPANY)**

AND

**CITY AND COUNTY OF DENVER,  
through the Denver Public Library  
("OCCUPANT" or "CITY")**

**AGREEMENT**

**WHEREAS**, on August 24, 2020 the Management Company and the City and County of Denver entered into an agreement entitled Assignment Agreement whereby the Management Company and the City and County of Denver agreed upon the terms upon which the Management Company would rehabilitate the “Police Building” defined below; and

**WHEREAS**, the City and County of Denver and the Management Company acknowledge that the City owns the Police Building and the Assignment Agreement permits the Management Company to perform certain development with respect to the Police Building; and

**WHEREAS**, the Management Company agrees to manage an area of the Police Building for the benefit of the Denver Public Library, and the Denver Public Library agrees to pay the Management Company certain fees for those services, in consideration for the substantial benefits to be derived by Occupant under this Agreement, which include by way of example, but are not limited to, the following: (a) Management Company’s rehabilitation of a City-owned Building (including design fees), and the private funding thereof, without which, would not be inhabitable by the City for use as a branch Library; (b) significant cost savings in operating a branch Library in the Project, as compared to other Library locations, and (c) a member of Management’s Company staff dedicated to the Project, based onsite, who will undertake the following activities: (i) the administration of all day to day maintenance and management of the Project; and (ii) the management of engagement, coordination and joint marketing activities among all Project occupants, Management Company and the City and County of Denver to ensure that Project objectives are being achieved, community benefits are maximized and synergies are realized and opportunities for joint programming are optimized; and (iii) the prompt address of any operational issues that arise which affect the Project; and

**NOW, THEREFORE**, in consideration of the above recitals, hereby incorporated into the substantive provisions of this Agreement by this reference, and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is mutually agreed this AGREEMENT (the “Agreement”) is entered into pursuant to the following terms and conditions:

**ARTICLE I: BASIC TERMS**

1.01 **Basic Terms & Definitions**. This Agreement is subject to the following basic terms and definitions:

- (a) Date of Agreement: January 1, 2021
- (b) “Management Company”: RiNo Art District, a Colorado nonprofit corporation  
Address: 3525 Walnut St, #40, Denver, CO 80205
- (c) “Occupant” Or “City”: City and County of Denver through the Denver Public Library
- (d) “Project”: The project to be known as “RiNo ArtPark”, currently consisting of the former “Police Building”, located at 1930 35<sup>th</sup> Street and 1950 35<sup>th</sup> Street in the City and County of Denver, Colorado 80216.

- (e) Occupant’s “Premises”: 7,060 square feet of leasable floor area in the building formerly known as the “Police Building” and located at 1930 35<sup>th</sup> Street, Denver, Colorado 80216 (the “Building”), which has recently been renovated to remove the center portion of the Building, thereby creating east and west “halves” thereof. Occupant’s Premises is located in the now east-half of the Building. The floorplan for the Premises is attached as “Exhibit A.”
- (f) Original Term: ten (10) years (See Section 1.04)
- (g) Commencement Date: Upon substantial completion of Management Company’s Work (as defined in Section 1.03 below).  
 Expiration Date: The date which is ten (10) years after the Commencement Date, subject to extension pursuant to Section 1.04.
- (h) Minimum Annual Payment: Occupant pays minimum annual payment in accordance with the following payment table for both: (i) the Premises; and (ii) its “proportionate share” of the Shared Building Areas (hereinafter defined). See Section 2.01.

	Sq Ft	\$/Sq. Ft.	Annually	Monthly
Year 1	7,648	\$12.40	\$94,835.20	\$7,902.93
Year 2	7,648	\$12.77	\$97,664.96	\$8,138.75
Year 3	7,648	\$13.15	\$100,571.20	\$8,380.93
Year 4	7,648	\$13.54	\$103,553.92	\$8,629.49
Year 5	7,648	\$13.95	\$106,689.60	\$8,890.80
Year 6	7,648	\$14.37	\$109,901.76	\$9,158.48
Year 7	7,648	\$14.80	\$113,190.40	\$9,432.53
Year 8	7,648	\$15.24	\$116,555.52	\$9,712.96
Year 9	7,648	\$15.70	\$120,073.60	\$10,006.13
Year 10	7,648	\$16.17	\$123,668.16	\$10,305.68

\*Square footage used for purposes of calculating minimum payment payable by Occupant is the sum of: (i) the square footage of the Premises (7,060 s.f.); and (ii) Occupant’s “proportionate share” of the square footage of the Shared Building Areas (588 s.f.).\*

\* Years 11-20 are option years and, if exercised, will be at a payment rate in accordance with Article XXIV.

- (i) Use of Premises: Occupant shall use the Premises for the operation of a public library, including makerspace, and for the uses set forth in Section 1.08 below and for any other purpose consistent with the mission of the Denver Public Library.

- (j) Condition of Premises: Except as specifically included within the scope of Management Company's Work, Occupant will accept the Premises in its "AS-IS" "WHERE-IS" condition.
- (k) Shared Building Areas: Occupant has the right to use those certain areas located within the Building designated for the non-exclusive use of the occupants in the Building, which are currently contemplated to consist of common restrooms and corridor and contain approximately 1,028 square feet in the aggregate, as shown cross-hatched on Exhibit A-1 attached hereto.

1.02 Use of Common Areas and Shared Building Areas. The use and occupation by Occupant of the Premises shall include the use, in common with others entitled thereto, of the Shared Building Areas, common areas, loading facilities and sidewalks of the Building and the Project, and such other facilities as may be designated from time to time by Management Company, subject, however, to the terms and conditions of this Agreement. The parties acknowledge and agree that the Building and the underlying land upon which the Building is located is contemplated to be included within a larger project to be known as "RiNo ArtPark," which is anticipated to include a new park and related infrastructure to be constructed by the City and County of Denver and open to the public (collectively, the "City Park"). Notwithstanding the foregoing or anything to the contrary in this Agreement, Management Company does not represent or warrant to Occupant that any portion of the Project (including, without limitation, the City Park) will be constructed or exist, as the same may change from time to time.

1.03 Commencement of Charges. The Commencement Date shall be the date upon which Management Company makes the Premises available to Occupant with the work performed by Management Company described in the work letter (the "Work Letter") attached hereto as Exhibit B hereto ("Management Company's Work") substantially complete (the "Commencement Date"), which date the parties anticipate shall be on or around June 30, 2021 (the "Anticipated Commencement Date"). Management Company's Work shall be deemed "substantially complete" on the date upon which all of Management Company's Work has been performed, other than typical minor Punch-List Items (as defined in the Work Letter), the non-completion of which would not materially interfere with Occupant's use of the Premises for library purposes; provided, however, that if Management Company is delayed in substantially completing the Management Company's Work as a result of any Occupant Delay (as defined in the Work Letter), the Commencement Date shall occur on the date on which Management Company would have substantially completed performance of the Management Company's Work but for such Occupant Delay(s). If the Commencement Date, for any reason, does not occur on the Anticipated Commencement Date, this Agreement shall not be void or voidable and Management Company shall not be liable to Occupant for any loss or damage resulting therefrom, but, in such event, the Commencement Date and the Expiration Date shall be postponed accordingly so that the Term of this Agreement shall not be shortened. Once known, the Commencement Date and the Expiration Date shall be set forth in a letter from Management Company to Occupant. Occupant's obligation to pay all charges under this Agreement, including minimum annual payment under Section 2.01 and Occupant's estimated contributions for Operating Expenses shall commence on the Commencement Date.

1.04 Length of Term. The term of this Agreement ("term" or "Term") shall be as set forth in Section 1.01(f), commencing with the Commencement Date determined in accordance with Section 1.03 hereof, if said date shall occur on the first day of a calendar month. If the

Commencement Date is other than the first day of the month, the first year of the Agreement term shall be deemed to be extended to include such partial month and the following twelve (12) months, so as to end on the last day of the month and payment for any partial month during the term shall be apportioned on a per diem basis.

1.05 Condition of Premises. Except as provided within the scope of Management Company's Work, Occupant acknowledges and agrees to accept occupancy of the Premises, including any and all furnishings, equipment and/or other personal property located in the Premises as of the Commencement Date, in its "AS IS" "WHERE IS" condition and "WITH ALL FAULTS" pursuant to Section 1.01(k).

1.06 Occupant's Work. Management Company shall have no obligation to prepare the Premises for Occupant's use except for the substantial completion of Management Company's Work. Management Company has made no representations or warranties to Occupant with respect to the Premises or the furnishings, equipment and/or other personal property located in the Premises as of the Commencement Date, except as specifically provided herein. Occupant shall make all improvements to and install all furnishings in the Premises as may be necessary to operate Occupant's business which are not specifically within the scope of Management Company's Work (collectively, "Occupant's Work"). All work undertaken by Occupant shall be at Occupant's expense (except as otherwise provided herein) and shall not damage the building or any part thereof; design and details shall conform with the standards of the Project and shall be approved by Management Company or Management Company's architect, which shall not be unreasonably withheld. Occupant's Work shall comply with all applicable statutes, ordinances, regulations, and codes and shall strictly comply with the requirements of Article VI hereof. Occupant may not puncture the roof or interfere with the sprinkler system without specific written permission from Management Company. Any portion of Occupant's Work that involves any modifications or repairs to the roof (for example, the installation of any ventilation or piping) shall be subject to Management Company's approval and completed by Management Company's roofing contractor to avoid cancellation of Management Company's roof warranty.

1.07 Project Provisions. Under this Agreement no rights or remedies shall accrue to Occupant arising out of the failure of Management Company to construct or lease any other parts of the Project or from any changes in occupancy by tenants in the Project or from the expansion or contraction of the Project, from time to time. It is understood that nothing in this Agreement shall be deemed a warranty, representation or agreement on the part of Management Company that the Project will be exactly as anticipated to be constructed.

1.08 Community Benefit Provisions. The Premises shall be utilized as a public library for the purpose of community benefit, with an emphasis placed on the adjacent neighborhoods of Cole, Five Points, Globeville, Eyria and Swansea. Such benefits may include, but are not limited to, publicly accessible workshops, activities, and seminars focused upon education, equity, culture, arts and crafts, youth support and empowerment, business and entrepreneurialism, local affairs, and inclusiveness and diversity. All partner tenants in RiNo ArtPark Project shall, in good faith, collaborate with one another to ensure that opportunities for the transfer of knowledge, learning, and creativity are maximized across each organization's programming. The use of the Premises is a qualifying activity for a community benefit hereunder.

## **ARTICLE II: PAYMENT**

2.01 Minimum Annual Payment. Minimum payment hereunder for the Premises and Occupant's proportionate share of the Shared Building Areas shall be as set forth in Section 1.01(h), invoiced monthly, and payable in advance, on the Commencement Date and on the first day of each and every month thereafter throughout the Agreement Term at the office of Management Company or at such other place designated by Management Company. Alternatively, Occupant may make its annual minimum payment either annually or quarterly in advance, upon notice to Management Company. Minimum payment for any fractional month shall be prorated and payable in advance. For purposes of this Agreement, the gross leasable area of the Premises shall be deemed to be that set forth in Section 1.01(e) and the gross leasable area of the Shared Building Areas shall be deemed to be set forth in Section 1.01(n). Occupant's proportionate share of the Shared Building Areas shall mean a fraction, the numerator of which is the gross leasable area of the Premises (i.e. 7,060 square feet) and the denominator of which is the gross leasable area of the Building excluding the Shared Building Areas (i.e. 12,339 square feet). Occupant's proportionate share of the Shared Building Areas is stipulated to be 57.2% as of the date of this Agreement, but will change during the Term if the square footage of the Premises and/or the Building changes.

2.02 Intentionally Omitted.

2.03 Taxes, Late Charges, Penalties. The City/Occupant 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 Management Company 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. Occupant is a tax exempt entity and owns the Building and is not liable for any Taxes under this Agreement. However, in the event that the Building is sold or otherwise transferred to a private, or non-tax exempt entity, property and other Taxes (hereinafter defined) may be owing as a result of the Occupant's occupancy of the Premises and provisions in this Agreement regarding taxes may be applicable, and upon such event, Occupant shall pay its proportionate share of Taxes, which amount will be included in Operating Expenses payable by Occupant. For purposes of calculating Occupant's proportionate share of Taxes included in Operating Expenses payable by Occupant, Occupant's proportionate share of Taxes is the fraction, the numerator of which is the gross leasable area in the Premises and the denominator of which is the total gross leasable area of all buildings and improvements included within the tax parcel number for the Building. "Taxes," as used herein, shall mean: (i) all real estate taxes, special taxes and assessments, penalty or tax imposed by any taxing or judicial authority against the Project, including the Building and all other buildings and improvements in the Project and underlying land; (ii) any tax or charge for fire protection, storm water, sewer charges, streets, sidewalks, road maintenance, refuse or other services provided to the Project by any governmental agency; (iii) or based upon a reassessment of the Project due to a change in ownership or transfer of all or part of Management Company's interest in the Project; (v) service or other fees of a nature not presently in effect which shall hereafter be levied on the Project or underlying land as a result of the use, ownership or operation thereof, or for any other reason, whether in lieu of or in addition to any current real estate tax or assessment; and (vi) any charge or fee replacing any tax previously included within the definition of Taxes; provided, however, that Taxes shall not include any transfer, franchise, inheritance or other similar taxes nor shall Taxes include penalties, interest or other charges for late payment of Taxes.

2.04 Invoicing. Management Company shall provide the City with a monthly invoice 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.

2.05 Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed ONE MILLION EIGHT HUNDRED THOUSAND and 00/100 Dollars (\$1,800,000) (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments to this Agreement for any further services, including any services performed by Management Company beyond that specifically described in this Agreement. Any services performed beyond those in this Agreement are performed at Management Company'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 this 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.

**ARTICLE III:** [Intentionally Omitted]

**ARTICLE IV: CONDUCT OF BUSINESS**

4.01 Use of Premises. Subject to Occupant's compliance with applicable laws and ordinances, Occupant shall use the Premises solely for the purpose set forth in Section 1.01 (i), the uses permitted in Section 1.08 and for no other business or purpose without the prior written consent of Management Company.

4.02 Operation of Business. Occupant shall operate and keep open to the public the public portion of the Premises during the term hereof with due diligence and efficiency and maintain reasonably adequate personnel for efficiently accommodating its patrons and invitees all consistent with the operational policies and procedures set by the Library Commission and the City Librarian. The Premises shall not be used in any manner that would necessitate (in accordance with any requirement of law or of any public authority) the making of an addition or alteration in or to the Premises by Management Company.

## **ARTICLE V: COMMON AREAS**

5.01 Control of Common Areas by Management Company. The common areas and any Shared Building Areas as defined in this Agreement shall at all times be subject to the exclusive control and management of Management Company (or the owner thereof, as applicable), and Management Company shall have the right from time to time to establish, revoke, modify and enforce reasonable rules and regulations with respect to all or any part of said areas, provided any rules and regulations for the Premises are not in conflict with the general policies and rules adopted by the Denver Public Library, subject to the Cooperative Agreement with the City. Management Company shall also have the right to do and perform such other acts in and to said areas and/or modify, improve and develop the same, as Management Company shall determine to be advisable, with a view to the improvement of the convenience and use thereof by the Occupants of the Project and their customers, provided proper access to and visibility of the Premises is maintained. The common areas may be used by others whom Management Company or the owner thereof may have granted such rights in such manner as Management Company may from time to time designate, including but not limited to special promotional events, provided such use does not unreasonably interfere with Occupant's use and enjoyment of the Premises.

5.02 Operating Expenses. During each calendar year or any portion thereof during the Agreement term, Occupant will pay to Management Company as additional payment, subject to the limitations hereinafter set forth, its proportionate share of the "Operating Expenses" (hereinafter defined). Subject to the provisions of this Section 5.02 and otherwise set forth in the Agreement, Occupant's proportionate share of Operating Expenses is the fraction, the numerator of which is the gross leasable area in the Premises and the denominator of which is the total gross leasable area of the Building excluding the Shared Building Areas, and excluding, for any item of costs, the square footage of leasable area allocated to any Occupant responsible for directly paying such costs. Occupant's proportionate share is stipulated to be 57.2 % as of the date of this Agreement (i.e., 7,060 s.f. Premises/12,339 s.f. Building (less Shared Building Areas)), but will change during the Term if the square footage of the Premises, the Building and/or Shared Building Areas changes. If any item of Operating Expenses for the Project is increased materially because of Occupant's use, Occupant shall additionally pay for such excess cost. Occupant's Operating Expenses for any fraction of a calendar year at the commencement or expiration of the term of the Agreement shall be prorated on a per diem basis. Notwithstanding anything to the contrary in this Section 5.02, the parties acknowledge and agree that each of the now east and west halves of the Building has its own dedicated water and dedicated energy meter. Water and energy for the individual tenant spaces in the now east-half of the Building, in which Occupant's Premises is located, will be shared equitably by the occupants of the individual tenant spaces of that portion of the Building based on square footage as reasonably determined by Property Manager, and no portion of the costs for water or energy attributable to the individual tenant spaces in the west half of the Building will be included in Operating Expenses payable by Occupant hereunder.

On or before January 31st of each calendar year of this Agreement, Management Company shall provide to Occupant a statement showing the estimate of Operating Expenses for such calendar year. In the event that no estimate is provided to Occupant, the last estimate of Operating Expenses shall control, subject to the following sentence. In the event Management Company reasonably determines at any time throughout any calendar year that the actual Operating Expenses will vary from the estimate, Management Company may modify the estimate of Operating



Expenses applicable for said year, and any remaining payments of Occupant's proportionate share of Operating Expenses shall be adjusted accordingly. Upon receipt of a monthly invoice from the Management Company Occupant shall pay to Management Company one-twelfth (1/12th) of Occupant's estimate of Operating Expenses, subject to interim calendar year modification as described hereinabove. As soon as practicable after the end of each calendar year, Management Company shall deliver a statement to Occupant showing the actual Operating Expenses for such year and indicating any underpayment or overpayment of Occupant's proportionate share of such costs. Any excess prepayment by Occupant of its proportionate share of Operating Expenses shall be applied against the next due payment from Occupant to Management Company, and any deficiency of same shall be paid to Management Company within thirty-five (35) days after Occupant's receipt of the statement from Management Company.

5.03 Definitions. As used in this Agreement, "Operating Expenses" shall mean costs and expenses incurred or paid by or on behalf of the Management Company in connection with the operation, cleaning, repair, and maintenance of the Building, Shared Building Areas and common areas, or providing services in accordance with this Agreement including without limitation, the following: Management Company's maintenance, repair and replacement obligations under Section 7.01 and maintenance, repair and replacement of building signage; license, permit and inspection fees (including DFD annual inspection and fire extinguisher inspections); general supplies; keys and locks; life safety phone lines; electricity, gas, fuel, steam, heat, light, power, water, sewer, air-conditioning and other utilities and utility lines; sprinkler systems; lighting, maintenance of sanitary control; lamp and ballast replacement; janitorial; security, extermination, water treatment, garbage and waste disposal, plumbing and other third party contracted services for the physical maintenance or repair of the Building; maintenance of fire suppression systems; supplies, tools, materials and equipment; accounting, legal and other professional fees and expenses associated solely with the operation of the Building and not attributable to the operation or expenses of the Management Company; maintenance of the exterior of the Building; maintaining and repairing the foundations, exterior walls, building systems, roof, loading areas, walkways, signage, gutters, downspouts, landscaping and other common areas and parts of the Building; costs of service agreements and subcontractor charges; costs and expenses required by or resulting from compliance with any laws, ordinances, rules, regulations or orders applicable to the Project (including without limitation building codes, fire and safety codes, OSHA compliance, environmental laws, and the Americans With Disabilities Act); reasonable costs and expenses of contesting any matter concerning the Building including, without limitation, Taxes; repair or installation of equipment for energy-saving or safety purposes, reserves for future maintenance and repair work (which Occupant hereby authorizes Management Company to use as necessary); cost and expense which are related to proper maintenance of the Building and the Shared Building Areas and common areas; together with any applicable payroll taxes or other taxes levied against the same.

Operating Expenses shall not include (i) any costs, fines, penalties or attorney's fees incurred due to actual or alleged violations by Management Company of any governmental rule or authority or agreements, (ii) real estate brokerage or leasing commissions, (iii) marketing or advertising costs to solicit new tenants, (iv) the cost to the Management Company of any work or service performed in any instance for any particular tenant or the cost or expense of enforcing any lease against any particular tenant, (v) costs incurred in connection with any dispute with any tenant or any cost associated with the preparation of space for any particular tenant, (vi) debt service or the cost of refinancing or ground lease payments, (vii) the salary of any facilities manager dedicated to

Building maintenance, (viii) any expenses associated with capital repairs except as expressly permitted in the following sentence, and; (ix) any marketing expenses. With respect to those items of Operating Expenses which are considered capital expenditures under generally accepted accounting principles, such capital expenditures may be included in Operating Expenses, but only if such expenditure is amortized over its useful life using straight-line amortization and only such amortized portion shall be included in Operating Expenses for any given year and only to the extent that the capital expenditure fund described in Section 16.01(f) does not have adequate funds to pay for the required expenditure.

“Common areas,” as used in this Agreement, shall mean all areas, improvements, space, equipment, and services provided by Management Company for common or joint use and benefit of the occupants of the Building and/or Project, their employees, agents, servants, customers and invitees, including without limitation roofs, walls, access drives, driveways, retaining walls, landscaped and vacant areas, fountains, loading facilities, pedestrian malls, walkways, ramps, wash rooms, foundations, shelters, signs, security, lighting fixtures and equipment, utility equipment, storm-water management systems and the facilities appurtenant to each of the aforesaid, and any other facilities maintained for the benefit of the Project. Management Company shall have the right to modify the common areas and the Shared Building Areas from time to time as deemed reasonable by Management Company, all subject to the underlying agreement between Management Company and City.

## **ARTICLE VI: ALTERATIONS, LIENS, AND SIGNS**

6.01 Alterations. The requirements of this Section 6.01 shall apply to Occupant’s Work as described in Section 1.06 and any alterations thereafter. Occupant shall not, without Management Company’s prior written consent, either make or cause to be made any alterations (other than minor, non-structural, interior improvements of a cosmetic nature, such as painting, new carpet, decorating, etc.), including additions and improvements, to the Premises or to any exterior signs, shades or awnings. Any alterations consented to by Management Company shall be made at Occupant’s sole expense. Occupant shall provide its own trash containers for construction debris and use service entrances to the Premises, if any. Occupant shall not conduct core drillings during business hours or unreasonably disrupt other occupants in connection with such work or alterations. Occupant shall secure any and all governmental permits, approvals and authorizations required in connection with any such work. Upon completion of any such work, Occupant shall provide Management Company with “as built” plans, copies of all construction contracts, and proof of payment for all labor and materials. Irrespective of whether an alteration requires Management Company’s consent under this Section 6.01, all contractors and subcontractors performing work in the Premises, and all matters related thereto (including, without limitation, the insurance carried by the same), require the prior written approval of Management Company, which shall be unreasonably withheld.

6.02 Occupant Shall Discharge All Liens. Occupant shall promptly pay its contractors and materialmen for all work done and performed by such parties for Occupant, so as to prevent the assertion or imposition of liens upon or against the Premises, and shall, upon request, provide Management Company with lien waivers.

6.03 Signs, Awnings and Canopies. As a part of Management Company’s Work, Management Company shall install building signage on the exterior of the Building and on the

entry door to the Premises in locations approved by the City and Management Company and otherwise in accordance with this Section 6.03, which signage shall be in substantial conformance with the uniform signage contemplated by the City or Management Company for the Project and Building or such other Project signage as may be adopted by Management Company during the Term. Occupant and Management Company shall cooperate in good faith to agree upon any external signage identifying Occupant's trade name on the exterior of the Building and on the entry door to the Premises prior to the Commencement Date.

## **ARTICLE VII: MAINTENANCE OF PREMISES SURRENDER AND RULES**

7.01 Maintenance, Repair, and Replacement by Management Company. Management Company shall at all times repair, maintain, and replace, as needed the following portions of the Building, except for any of the following which are installed by Occupant after the Commencement Date: (a) the structural portions of the Building, the roof, exterior walls and the foundations; (b) the Building systems, including plumbing, heating, ventilation and air conditioning, and electrical systems, and Building lighting; (c) the exterior entrances of the Premises and all exterior glass; (d) all fixtures and partitions and floor coverings and utility lines serving the Premises; and (e) all exterior doors, door openers, equipment, machinery, appliances, signs and appurtenances of the Premises. Management Company's costs and expenses incurred in connection with all maintenance, repairs and replacements of the Building and Premises shall be subject to reimbursement through Operating Expenses as provided in Article V.

7.02 Maintenance by Occupant. Except to the extent included within Management Company's obligations specifically set forth in Section 7.01, Occupant shall, at its sole cost and expense, perform normal daily maintenance of the Premises and maintain, in good order and repair, the interior, non-structural elements of the Premises, including the interior surfaces of the ceilings (if damaged or discolored due in whole or part to the act, neglect, omission or fault of Occupant), walls and floors, doors, interior glass partitions or glass surfaces (excepting therefrom, exterior windows) and electrical wiring, switches, fixtures and other special items. If requested by Management Company, Occupant shall use, at its cost and at such intervals as Management Company shall reasonably require, a reputable pest extermination contractor to provide extermination services in the Premises. If Occupant is required to make any alterations, additions or improvements in the Premises, Occupant shall proceed with same at its own cost after first obtaining Management Company's written approval of the plans therefore and satisfaction of each of the conditions set forth in Section 6.01 hereof. If any item which Occupant is obligated to repair cannot be fully repaired, Occupant shall promptly replace such item, regardless of whether the benefit of such replacement extends beyond the term of this Agreement. If Occupant refuses or neglects to commence or complete repairs, maintenance or replacements promptly and adequately after receipt of written notice from Management Company, Management Company may (in addition to any other rights or remedies available to Management Company hereunder) make or complete any said repairs, maintenance or replacements and Occupant shall pay the cost thereof to Management Company upon written demand.

7.03 Surrender of Premises. At the expiration or termination of the occupancy hereby created, Occupant shall peaceably vacate the Premises, including all alterations, additions, and repairs made thereto (but excluding all trade fixtures, equipment, signs and other personal property installed by Occupant, which items Occupant shall remove at its expense; provided, however, that

in no event shall Occupant remove any of the following materials or equipment without Management Company's prior written consent: any free standing signs, any power wiring or power panels; lighting or lighting fixtures; wall coverings, drapes, blinds or other window coverings; carpets or other floor coverings; or other similar building operating equipment and decorations), broom clean and in good condition and repair, reasonable wear and tear excepted. Occupant shall remove all its property not required to be surrendered to Management Company before vacating the Premises as aforesaid and shall repair any material damage to the Premises caused thereby. Any personal property remaining in the Premises at the expiration of the Agreement period shall be deemed abandoned by Occupant, and Management Company may claim the same and shall in no circumstances have any liability to Occupant therefore. Upon termination, Occupant shall also surrender all keys for the Premises to Management Company.

7.04 Rules and Regulations. Management Company may make, establish and amend, from time to time, reasonable rules and regulations for the Project, Building and the occupants thereof, and Occupant shall observe, keep and comply with and take reasonable efforts to cause its employees and invitees to observe, keep and comply with such rules and regulations. The current rules and regulations are set forth on Exhibit D attached hereto. Management Company reserves the right from time to time to amend or supplement the rules and regulations and to adopt and promulgate reasonable additional rules and regulations applicable to the Premises and the Project, provided that the same do not unreasonably interfere with the public purpose of Occupant's use of the Premises or the Occupant's security practices or be any more restrictive than any other of Occupant's locations. Notice of such rules and regulations and amendments thereto, if any, shall be given to Occupant in writing. Occupant agrees to comply with all such rules and regulations, and Occupant shall be responsible for taking reasonable efforts for the observance of these rules and regulations by Occupant's employees, agents, and invitees. The foregoing rules are for the benefit of Management Company and the tenants and other occupants of the Building and Project, and Management Company shall have no obligation to enforce such rules for the benefit of Occupant. Management Company, at its option, may waive certain rules with respect to individual tenants or occupants. If Occupant, but not its invitees, violates any rule or regulation, or fails to use reasonable efforts cause its employees, agents, to observe these rules and regulations and such violation shall continue after Occupant is given notice and an opportunity to cure and such cure is within the reasonable control of the Occupant, such violation shall constitute a breach by Occupant hereunder.

#### **ARTICLE VIII: DEFENSE AND INDEMNIFICATION**

8.01 Management Company 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 by Management Company, its employees, contractors and agents under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be attributable to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Management Company 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.

8.02 Management Company'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. Management Company'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.

8.03. Management Company shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

8.04 Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Management Company under the terms of this indemnification obligation.

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

#### **ARTICLE IX: UTILITIES AND OTHER SERVICES**

9.01 Utilities and Services Provided. Management Company shall provide, subject to reimbursement from Occupant either through Operating Expenses or directly, the following services:

(a) Air conditioning and heat for normal purposes only. Occupant agrees not to use any apparatus or device in or upon or about the Premises which in any way may increase the amount of such services usually furnished or supplied to the Premises.

(b) Electric power for lighting and operation of office machines. Electric power furnished by the Management Company is intended to be that amount normally consumed in normal use for the lighting, heating, ventilating, air conditioning and small office machines.

(c) Water for drinking, lavatory and toilet purposes from the regular Building supply (at the prevailing temperature).

(d) Public restroom supplies, window washing with reasonable frequency and janitor services to the Premises during the times and in the manner that such janitor services are customarily furnished in similarly situated buildings in the vicinity of the Premises.

(e) Management Company, upon request by Occupant and at the Occupant's direct expense, shall replace all lightbulbs and ballasts within the Premises.

9.02 Additional Services; Interruption of Services. Should Occupant require any additional utilities or service, Management Company may provide such on terms to be agreed between Management Company and Occupant at Occupant's expense. It is understood that Management Company does not warrant that any of the services referred to above, or any other services which Management Company may supply, will be free from interruption, Occupant

hereby acknowledges that any one or more such services may be suspended by reason of accident, repairs, alternations, improvements, strikes, lockouts, by reason of operation of law, or due to any other causes. No such interruptions of discontinuance of service shall be deemed a disturbance of Occupant's use and occupancy of the Premises, or any part hereof, or render Management Company liable to Occupant for damages by abatement of Payment or otherwise, or relieve Occupant from performance of Occupant's obligation under this Agreement allow Occupant to terminate the Agreement except that Occupant shall not liable to pay for services not received. Notwithstanding the foregoing or anything to the contrary herein, in the event of any interruption of utility services to the Premises, which is caused by the negligent or intentional act of Management Agreement, its agents, employees or contractors and which renders the Premises unusable for the normal conduct of Occupant's business for a period in excess of five (5) consecutive business days, then the minimum annual payment under this Agreement shall be abated following the fifth (5<sup>th</sup>) business day of such interruption until such utilities are again available to the Premises. Occupant agrees that it will at all times keep sufficient heat in the Premises to prevent the pipes therein from freezing. In no event shall Management Company be liable for an interruption or failure in the supply of any such utilities or services supplied by Management Company because of necessary repairs or improvements or for any cause beyond Management Company's reasonable control. If Occupant shall require such heating, ventilation, air conditioning services outside of the hours set forth hereinabove ("Excess HVAC Service"), Management Company will furnish the same for the hours specified in a request from Occupant (a "HVAC Request"), and for such Excess HVAC Service, Occupant will pay to Management Company, the applicable cost for Excess HVAC Service, which may change from time to time based on the utility cost, plus any additional maintenance costs to the HVAC system required as a result of such Excess HVAC Service.

#### **ARTICLE X: INSURANCE**

10.01 **General Conditions**. Management Company agrees to secure, at or before the time Management Company takes actual physical possession of or otherwise commences any work in the Buildings, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Management Company shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof. 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, Management Company 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 Management Company. Management Company 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 Management Company. Management Company 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. Notwithstanding anything to the contrary in this Article X or otherwise in this Agreement, Occupant acknowledges and agrees that Management Company is not required to carry any policy of property insurance with respect to the Project or Occupant's contents or personal property located therein, or any other policy for the benefit or protection of Occupant, and that Occupant is responsible to obtain, at its own expense, any insurance that it deems necessary for its protection.

10.02 **Proof of Insurance**. Management Company shall provide a copy of this Agreement to its insurance agent or broker. Upon City's request at any time during the term of this Agreement, Management Company shall provide a current certificate of insurance, preferably an ACORD certificate, evidencing Management Company's compliance with all insurance requirements of this Agreement. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Management Company'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.

10.03 **Additional Insureds**: For Commercial General Liability, Management Company and subcontractor's shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as an additional insured.

10.04 **Waiver of Subrogation**. For all coverages required under this Agreement, Management Company's insurer shall waive subrogation rights against the City.

10.05 **Subcontractors; Subconsultants; Subtenants**. All subcontractors, subconsultants or subtenants (including independent contractors, suppliers, or other entities providing goods or services required by this Agreement) shall procure and maintain applicable insurance. Management Company shall ensure all such Subcontractors and Subconsultants include both Management Company and the City and County of Denver as an Additional Insured on their policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Subcontractors, subconsultants and subtenants agree to provide proof of insurance upon request by the City.

10.06 **Workers' Compensation/Employer's Liability Insurance**: Management Company shall maintain the coverage as required by statute 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.

10.07 **Commercial General Liability**: Management Company 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.

10.08 **Business Automobile Liability:** Management Company shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in association with this Agreement.

10.09 **Personal Property Insurance.** Management Company shall maintain insurance, on a replacement cost basis, for contents and personal property owned by the Management Company, if any.

10.10 **Additional Provisions:**

For Commercial General Liability, the policy must provide the following:

- A) That the Agreement is an Insured Contract under the policy;
- B) Defense costs are outside of the limits of liability;
- C) A severability of interests, separation of insureds or cross liability provision; and
- D) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City and County of Denver.

(2) For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

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

Other: If it is determined Management Company insurance is insufficient for purposes of this Agreement, the City shall provide reasonable notice to Management Company and an opportunity to cure the deficiency. The City shall be entitled reimbursement of its reasonable costs if the City deems it necessary to remedy Management Company's deficiency.

**ARTICLE XI: ASSIGNMENT AND SUBLETTING**

Occupant shall not voluntarily or involuntarily assign this Agreement in whole or in part, nor sublet all or any part of the Premises without following the procedures detailed herein and the prior written consent of Management Company in each instance. The consent by Management Company to any assignment or subletting shall not constitute a waiver of the necessity for such consent in any subsequent assignment or subletting. The foregoing shall be construed to include a prohibition against any voluntary or involuntary assignment or subletting arising by operation of law. Any Management Company right to sell, convey, transfer or assign all or any part of its



interest in the real property and the building of which the Premises are a part or its interest in this Agreement is subject to the Cooperative Agreement.

**ARTICLE XII: WASTE, GOVERNMENTAL AND HAZARDOUS SUBSTANCES**

12.01 Waste or Nuisance. Occupant shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other Occupant in the Project, or which may disturb the quiet enjoyment of occupants of adjoining properties.

12.02 Governmental Requirements. With respect to the Premises and the use and operation thereof by Occupant, Occupant shall, at its sole cost and expense, promptly comply with the requirements (now in force or which may hereafter be in force) of any county, municipal, state, federal and other applicable governmental authorities as well as the reasonable requirements of any insurance carrier for the Project.

12.03 Hazardous Substances. Occupant covenants and warrants that Occupant, Occupant's Work and all alterations thereto and Occupant's use of the Premises will at all times comply with and conform to the laws, statutes, ordinances, rules and regulations of any governmental, quasi-governmental or regulatory authorities ("Laws") which relate to the transportation, storage, maintenance handling, placement handling, removal handling, treatment, discharge, generation, production or disposal (collectively "Treatment") of any waste, petroleum product, waste products, radioactive wastes, polychlorinated biphenyls, asbestos, hazardous materials of any kind, and any substance which is regulated by any law, statute, ordinance, rule or regulation as now in effect or as hereafter amended or enacted (all of the foregoing whether in solid form, liquid form or gaseous form hereinafter collectively "Waste"). Occupant further covenants and warrants that it will not engage in or permit any person or entity to engage in any Treatment of any Waste on or which affects the Premises.

Immediately upon receipt of any Notice (as hereinafter defined) from any person or entity, Occupant shall deliver to Management Company a true, correct and complete copy of any written Notice. "Notice" shall mean any note, notice or report of any suit, proceeding, investigation, order, consent order, injunction, writ, award or action related to or affecting or indicating the Treatment of any Waste in or affecting the Premises.

Management Company is given the right, but not the obligation, to inspect and monitor the Premises and Occupant's use of the Premises in order to confirm Occupant's compliance with the terms of this Section 12.03 and the representations set forth in this Section 12.03. If, as a result of such inspection and monitoring, Management Company reasonably believes that Occupant is not in compliance with the terms of this Section 12.03, Management Company may require that Occupant deliver to Management Company concurrent with Occupant's vacating the Premises upon the expiration of this Agreement, or any earlier vacation of the Premises by Occupant, at Occupant's expense, a certified statement by licensed engineers reasonably satisfactory to Management Company, in form and substance reasonably satisfactory to Management Company, stating that Occupant, Occupant's Work and any other alterations performed by Occupant conformed to all Laws which relate to the Treatment of any Waste in or affecting the Premises. Occupant agrees to deliver upon request from Management Company estoppel certificates to Management Company expressly stipulating whether Occupant is engaged in or has engaged in the Treatment of any Waste in or affecting the Premises, and whether Occupant has caused any spill, contamination, discharge, leakage, release or escape of any Waste in or affecting the

Premises, whether sudden or gradual, accidental or anticipated, or any other nature at or affecting the Premises and whether, to the best of the Occupant's knowledge, such an occurrence has otherwise occurred at or affecting the Premises.

### **ARTICLE XIII: IMMUNITY and CLAIMS**

13.01 Immunity. The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations (presently \$150,000 per person, \$600,000 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S., and any other applicable law.

13.02 Claims. In the event that any claim, demand, suit or other action is made or brought in writing by any person, firm, corporation or other entity against Management Company related in any way to this Agreement or the operation of the Building and its facilities, Management Company shall give written notice thereof to the City within five (5) working days after being notified of such claim, demand, suit or other action. Such notice shall state the date and hour of notification and shall include a copy of any such claim, demand, suit, or other action received by Management Company. Such written notice shall be submitted, as provided in this Agreement, to the Executive Director and the City Attorney, 1437 Bannock Street, Room 353, Denver, Colorado 80202.

### **ARTICLE XIV: DESTRUCTION OF PREMISES**

14.01 Partial Destruction. In the event of the partial destruction of the building(s) or improvements comprising the Project or the Premises by fire or any other casualty, the City, in its sole discretion, and Management Company may coordinate the restoration or repair said building(s) and/or improvements or the Premises (but not including furniture, fixtures, machinery, equipment, stock in trade, and other personal property of Occupant) with reasonable diligence, except as expressly provided herein. The City may in its sole discretion make available any proceeds of insurance, if any, resulting from such casualty, or self-insurance proceeds, if the City, in its sole discretion elects to self-insure such risk, for use in restoration and repair of the improvements to substantially the same condition they were in immediately prior to the date of the destruction. In any event the City is making no commitment to insure or self insure against any casualty. Any obligations of Management Company regarding repair or restoration of the Project under this Section 14.01 and Section 14.02 below are limited to the amount of proceeds or other funds made available by the City. A just and proportionate part or all of the payment payable by Occupant to the extent that such damage or destruction renders the Premises partially or wholly untenantable shall abate from the date of such damage or destruction until the Premises are repaired or restored.

14.02 Substantial Destruction. If the Premises shall be so damaged by fire or other casualty or happening as to be substantially destroyed (i.e., more than 50% of the gross leasable area is destroyed or rendered untenantable), then either Management Company or Occupant shall have the option to terminate this Agreement by giving written notice to the other party within thirty (30) days after such destruction, Occupant's obligation to pay payment shall cease as of the date of the casualty, and any unearned payment shall be apportioned and returned to Occupant. If neither party elects to cancel this Agreement as aforesaid, then the same shall remain in full force

and effect and the parties shall proceed with all reasonable diligence to repair and replace the Premises to substantially the same condition they were in prior to the date of such destruction, subject to the provisions of Section 14.01, and during the time the Premises are so destroyed and totally untenable, the payments shall be abated.

14.03 Partial Destruction of the Project. In the event that twenty-five percent (25%) or more of the gross leasable area in either the building in which the Premises is located or the Project shall be damaged or destroyed by fire or other cause, notwithstanding that the Premises may be unaffected by such fire or other cause, Management Company shall have the right, to be exercised by notice in writing delivered to Occupant within sixty (60) days after said occurrence, to cancel and terminate this Agreement.

#### **ARTICLE XV: EMINENT DOMAIN**

15.01 Condemnation. In the event the City and County of Denver is not the owner of the Premises or the Project and in the event of any condemnation or conveyance in lieu thereof of the Premises or the Project, or both, whether whole or partial, Management Company or Occupant may terminate this Agreement, and in any event, Occupant shall have no claim against Management Company or the condemning authority for the value of the unexpired term, and Occupant shall not be entitled to any part of the compensation or award, whether paid as compensation for diminution in value to the right of occupancy or to the fee of the Premises, and Management Company shall receive the full amount thereof, Occupant hereby waiving any right to any part thereof and assigning to Management Company its interest therein; provided, however, to the extent the amount recoverable by Management Company, as hereinabove set forth, is not diminished thereby, Occupant shall have the right to claim and recover from the condemning authority (but not from Management Company) such compensation as may be separately awarded to Occupant in Occupant's own name and right on account of all damage to Occupant's business by reason of the condemnation and any cost which Occupant may incur in removing Occupant's property from the Premises. Provided, further, Occupant's rights to recover under this paragraph shall be subordinate to the rights of Management Company's first mortgagee.

#### **ARTICLE XVI: BREACH**

16.01 BREACH. The following shall constitute an "Event of Breach" under this Agreement:

- (a) failure of Occupant to make, within ten (10) days after the date when due pursuant to the Prompt Payment Ordinance, any payment of minimum payment or payment of Operating Expenses or other charge or monetary obligation payable by Occupant hereunder (it being understood that Occupant's obligation to pay any payment or other amounts hereunder shall be without offset or deduction).
- (b) Occupant's or Management Company's failure to perform any other of the terms, conditions or covenants of this Agreement to be observed or performed by Occupant or Management Company for more than thirty (30) days after written notice thereof from the other Party; provided, however, that if the

breach is of a nature that it cannot be remedied within said thirty day period, then the period of cure shall be reasonably extended if Occupant or Management Company, within said thirty (30) days commences to cure such breach and is diligently pursuing the same to completion, for a period of time not to exceed sixty (60) days in the aggregate.

(c) if Occupant shall abandon or vacate the Premises, cease using the Premises for the purpose as described in Section 1.01(i).

(d) the falsification, in any material respect, by Occupant or Management Company or any agent of Occupant or Management Company of any report or statement required to be furnished to Occupant or Management Company pursuant to the terms of this Agreement, which has a material adverse effect on the other party and which is not cured within thirty (30) days after written notice by the non-breaching party.

(e) Management Company's failure to hire, within one hundred (100) days of the Commencement Date a full time facilities manager dedicated to the Building.

(f) Management Company's failure to annually fund (which it is required to fund from the minimum annual payment) and set aside Ten Thousand and 00/100 Dollars (\$10,000) for use in making capital and other repairs limited to the Building. Any such funds not spent shall roll forward for use in following years, and Management Company shall provide to Occupant an accounting of funds spent during a calendar year by January 31<sup>st</sup> of the following year. Management Company shall have no obligation to replenish the funds if used for the foregoing purposes in a particular year (but is obligated to set aside funds in the following years, as provided in this Section 16.01(f)). Management Company shall not be obligated to maintain this capital repairs account beyond the amount of One Hundred Thousand (\$100,000.00) Dollars.

16.02 Remedies. If an uncured Event of Breach occurs not related to payment, the non-breaching party shall be entitled to bring an action for specific performance, damages and or other remedies to which that party is entitled under law.

16.03 Failure to Pay. If Occupant at any time shall fail to pay any taxes, perform any act required by this Agreement to be made or performed by it, or fail to pay any charge payable by Occupant or to timely discharge any other monetary obligation of Occupant required by this Agreement, Management Company, without waiving or releasing Occupant from any obligation or default under this Agreement, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Occupant. All sums so paid by Management Company shall be payable by Occupant under this Agreement and shall be paid by Occupant to Management Company pursuant the Prompt Payment Ordinance.

## **ARTICLE XVII: ACCESS BY MANAGEMENT COMPANY**

Management Company or Management Company's agents shall have the right to enter the Premises at all reasonable times (or at any time, in the case of emergency) to examine the same and to make such repairs, alterations, improvements or additions as Management Company may deem necessary or desirable, and Management Company shall be allowed to take all materials into and upon the Premises that may be required therefore without the same constituting an eviction of Occupant in whole or in part; provided, however, such access by Management Company shall not unreasonably interfere with or disrupt Occupant's business within the Premises or Occupant's quiet use and enjoyment of the Premises. During the six (6) months prior to the expiration of the term of this Agreement or any renewal term, Management Company may exhibit the Premises to prospective Occupants and place upon the Premises the usual signage for space rental. Nothing herein contained, however, shall be deemed or construed to impose upon Management Company any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the building or part thereof, except as otherwise herein specifically provided.

### **ARTICLE XVIII: OCCUPANT'S PROPERTY**

18.01 Loss and Damage. Management Company shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the Premises, or from the pipes, appliances or plumbing works, or from the roof, street or subsurface, or from any other place, or by dampness or by any other cause of whatsoever nature, and whether originating in the Premises or elsewhere unless the Management Company is responsible for the maintenance and repair of said systems, structures or areas and the events described resulted from the Management Company's negligence or willful misconduct.

18.02 Notice by Occupant. Occupant shall give immediate notice to Management Company in case of fire or accidents, or damage to or of defects in the Premises or in the building of which the Premises are a part.

### **ARTICLE XIX: HOLDING OVER; SUCCESSORS**

19.01 Holding Over. Any occupancy after the expiration of the term hereof, with or without the consent of Management Company, shall be construed to be a tenancy from month to month at the payments herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

19.02 Successors and Assigns. Except as otherwise herein provided, this Agreement and all the covenants, terms, provisions and conditions herein contained shall inure to the benefit of and be binding upon the representatives, successors and assigns of each party hereto.

### **ARTICLE XX: QUIET ENJOYMENT**

Upon payment by Occupant of the payments herein provided, and upon the observance and performance of all the covenants, terms and conditions on Occupant's part to be observed and performed, Occupant shall peaceably and quietly hold and enjoy the Premises for the term without hindrance or interruption by Management Company or any other person or persons lawfully or equitably claiming by, through or under Management Company; subject, nevertheless, to all the

terms and conditions of this Agreement, all matters of record and all zoning and other governmental regulations.

**ARTICLE XXI: MISCELLANEOUS**

21.01 Waiver. The waiver by Management Company of any breach of any term, covenant or condition herein contained shall not, be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by Management Company unless such waiver shall be in writing.

21.02 Accord and Satisfaction. No payment by Occupant or receipt by Management Company of a lesser amount than the monthly payment installments herein stipulated shall be deemed to be payment in full, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction.

21.03 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT: 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”).

The Management Company 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.

The Management Company 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 Management Company 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 Management Company shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

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

The Management Company is liable for any violations as provided in the Certification Ordinance. If Management Company 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 Management Company 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 Management Company from submitting bids or proposals for future contracts with the City.

21.04 Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then the time allowed for performance for such act shall be extended by a period equivalent to the period of such delay. The provisions of this Section 21.04 shall not operate to excuse Occupant from the prompt payment of the minimum amount, Operating Expenses or any other payments required by the terms of this Agreement.

21.05 Management Company's Liability. If Management Company shall fail to perform any covenant, term or condition of this Agreement upon Management Company's part to be performed, Occupant shall provide a timely written notice to the Management Company, specifically identifying the breach or other condition of non-performance. Management Company shall promptly commence remedy of the breach, but if additional time is required the Management Company shall have up to thirty (30) calendar days to remedy the breach, unless a longer time is reasonably required. If the breach or condition is not cured, in addition to Occupant's remedies for an Event of Breach under Section 16.02, Occupant may remedy the situation at Occupant's expense and Management Company shall pay to Occupant all reasonable third-party costs incurred by Occupant in curing same promptly upon demand. In the event of the sale or other transfer of Management Company's right, title and interest in the Premises or the Project, Management Company shall be released from all liability and obligations hereunder provided that such transferee or buyer assumes Management Company's obligations in writing.

21.06 Notices and Payments. All notices, consents, requests, demands and other communications hereunder are to be in writing, and are deemed to have been duly given or made:

(a) when delivered in person, (b) three (3) days after deposited in the United States mail, first class postage prepaid, (c) in the case of overnight courier services, (1) business day after delivery to the overnight courier service with payment provided for, or (d) in the case of fax or electronic mail, when sent, verification received, in each case addressed as follows:

If to Management Company: RiNo Art District  
3525 Walnut Street, Suite 40  
Denver, CO 80205  
Attn: John Deffenbaugh  
Email: john@rinoartdistrict.org>

With copy to: Spencer Fane LLP  
1700 Lincoln Street, Suite 2000  
Denver, CO 80203  
Attn: Tom George  
Email: TGeorge@spencerfane.com

If to Occupant: City Librarian  
C/O Director of Community Relations  
Denver Public Library  
10 W. 14th Avenue Parkway  
Denver CO 80204-2731

With copy to: Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

Until otherwise notified by Management Company in writing, Occupant shall pay all payment reserved herein and all other sums required under this Agreement by check payable to the order of Management Company and shall forward the same to Management Company as hereinabove provided.

21.07 Captions and Section Numbers. The captions, section numbers, article numbers and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such section or articles of this Agreement.

21.08 Definitions. The word "Occupant" shall mean each and every person, firm or corporation mentioned as an Occupant herein. If there shall be more than one Occupant, they shall all be bound jointly and severally for the obligations, covenants and liabilities herein contained. As of the date of the execution of this Agreement, the word "Occupant" shall mean the City and County of Denver, through the Denver Public Library.

21.09 Partial Invalidity. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable,



the remainder of this Agreement or the application of such term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21.10 Entire Agreement. The Cooperative Agreement and this Agreement, and the exhibits and riders, if any attached thereto, set forth all the covenants, promises, agreements, conditions and understandings between Management Company and Occupant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. All prior communications, negotiations, arrangements, representations, agreements and understandings, whether oral, written or both, between the parties hereto and their representatives are merged herein and extinguished, this Agreement superseding and canceling the same. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Management Company or Occupant unless reduced to writing and executed by the party against which such subsequent alteration, amendment, change or modification is to be enforced. Occupant hereby acknowledges that (a) this Agreement contains no restrictive covenants or exclusives in favor of Occupant; and (b) this Agreement shall not be deemed or interpreted to contain, by implication or otherwise, any warranty, representation or agreement on the part of Management Company that any other tenant or occupant shall open for business or occupy or continue to occupy any premises in the Project during the term of this Agreement or any part thereof, and Occupant hereby expressly waives all claims with respect thereto and acknowledges that Occupant is not relying on any such warranty, representation or agreement by Management Company either as a matter of inducement in entering into this Agreement or as a condition of this Agreement or as a covenant by Management Company. No term or provision of this Agreement shall be interpreted to alter or amend the Cooperative Agreement.

21.11 Jury Trial; Claims. To the extent permitted by applicable law, and acknowledging that the consequences of said waiver are fully understood, Occupant hereby expressly waives the right to trial by jury in any action taken with respect to this Agreement and waives the right to interpose any set-off or counterclaim of any nature or description in any action or proceeding instituted against Occupant pursuant to this Agreement.

21.12 Applicable Law. The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court). 21.13 Interpretation. Both parties have read this Agreement and had the opportunity to employ legal counsel and negotiate changes to the Agreement. The Agreement is the joint product of the parties and, in the event of any ambiguity herein, no inference shall be drawn against a party by reason of document preparation.

21.14 Brokers. Occupant represents and warrants to Management Company that no broker or agent negotiated or was involved in negotiating or consummating this Agreement excepting only the Broker, if any, identified in Section 1.01(k). Occupant knows of no other real

estate broker or agent who is or might be entitled to a commission or compensation in connection with this Agreement.

## **ARTICLE XXII: OPTION TO EXTEND**

22.01 Right to Extend. Subject to the terms of Sections 22.02 and 22.03, Occupant shall have the right to extend the term of this Agreement from the date upon which the term of this Agreement would otherwise expire, for two (2) additional periods of five (5) years each (each such 5-year period being herein referred to as an “Option Period”). Each Option Period shall be upon the same terms and conditions as contained in this Agreement except that minimum annual payment for the applicable Option Period (i.e., years 11 through 15 and years 16 through 20) shall be determined pursuant to the procedure set forth in the paragraph below. Upon Occupant’s exercise of an option to extend the term of the Agreement for an Option Period and upon the determination of the payment payable by Occupant as provided below, this Agreement shall be deemed amended to reflect the minimum annual payment payable by Occupant hereunder during the applicable Option Period. The minimum annual payment for each Option Period is set out in Exhibit E attached hereto.

22.02 Notice of Exercise. If Occupant elects to exercise its option to extend the Term of the Agreement for an Option Period, Occupant shall do so by giving Management Company written notice of such election, in accordance with the provisions of Section 21.06 of this Agreement, at least nine months prior to the then-current Expiration Date of the Term of this Agreement.

22.03 Conditions to Exercise of Option. Notwithstanding anything to the contrary contained in this Agreement, the rights granted Occupant named herein under this Article shall be personal to Occupant named herein and, in the event of an assignment of this Agreement pursuant to Article XI of this Agreement where Management Company’s consent is required, the rights granted Occupant named herein under this Article shall be of no further force and effect (unless otherwise agreed to by Management Company in writing upon granting of consent to such assignment).

## **ARTICLE XXIV: ADA COMPLIANCE**

Management Company and Occupant acknowledge that, in accordance with the provisions of the Americans with Disabilities Act (the “ADA”), responsibility for compliance with the terms and conditions of Title III of the ADA may be allocated as between Management Company and Occupant. Notwithstanding anything to the contrary contained in the Agreement, Management Company and Occupant agree that the responsibility for compliance with the ADA shall be allocated as follows: (i) Management Company shall be responsible for performing the Management Company’s Work in compliance with the provisions of Title III of the ADA with respect to the Premises, and (ii) Occupant shall be responsible for compliance with the provisions of Title III of the ADA with respect alterations or fixtures made to or requested to be made to the Premises (excluding any items included within the scope of the Management Company’s Work). Management Company and Occupant each agree to indemnify and hold each other harmless from and against any claims, damages, costs, and liabilities arising out of Management Company’s or

Occupant's failure, or alleged failure, as the case may be, to comply with Title III of the ADA as set forth above. Management Company and Occupant each agree that the allocation of responsibility for ADA compliance shall not require Management Company or Occupant to supervise, monitor, or otherwise review the compliance activities of the other with respect to its assumed responsibilities for ADA compliance as set forth herein. The allocation of responsibility for ADA compliance between Management Company and Occupant, and the obligations of Management Company and Occupant established by such allocations, shall supersede any other provisions of the Agreement that may contradict or otherwise differ from the requirements of this section.

#### **ARTICLE XXV: COOPERATIVE AGREEMENT PROVISIONS**

Notwithstanding anything to the contrary in this Agreement, Management Company and Occupant acknowledge and agree that the City, and not Management Company, owns the Building, all fixtures and appurtenances, and the underlying land, but that Management Company has the right to manage the Building pursuant to the terms of that certain Cooperative Agreement between the City, as owner, and Management Company, as manager, dated December, 2020 (as may be amended or restated from time to time, the "Cooperative Agreement"). The Premises is in the Building owned by the City to which occupancy, management, operation and maintenance is assigned to Management Company under the Cooperative Agreement. A complete copy of the Cooperative Agreement has been furnished to Occupant who hereby acknowledges receipt of the same. Occupant agrees to occupy the Premises in a fashion which will not cause a breach of the Cooperative Agreement by the Management Company. Management Company agrees to provide written notice to the Occupant in the event that Management Company receives notice from the City under the Cooperative Agreement regarding any breach purportedly caused by Occupant. Occupant shall take good faith measures to remedy said breach within the time set out in the notice issued by the City. In the event of and upon any termination or expiration of the Cooperative Agreement (for any reason), notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically cease and terminate and neither Management Company nor the City shall have any liability or responsibility to Occupant as a result of such termination or cancellation, however Management Company shall be liable to the Occupant for any prepaid payments under this Agreement.

#### **ARTICLE XXVI: CITY-REQUIRED PROVISIONS**

So long as the Denver Public Library, or any other City-controlled entity, is the Occupant under this Agreement, the provisions of this Article XXVI shall apply.

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

with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

26.02 **EXAMINATION OF RECORDS AND AUDIT**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Management Company's performance pursuant to this Agreement, provision of any goods or services to the City under this Agreement, and any other transactions related to this Agreement upon at least five (5) business days prior written notice to Management Company at the office of the Management Company. Management Company 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 one (1) year after the final payment or delivery of final obligations 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 Management Company to make disclosures in violation of state or federal privacy laws. Management Company shall at all times comply with D.R.M.C. 20-276.

26.03 **NO AUTHORITY TO BIND CITY TO CONTRACTS** The Management Company 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.

26.04 **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under this Agreement, the Management Company 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 identity or gender expression, marital status, or physical or mental disability. The Management Company shall insert the foregoing provision in all subcontracts.

26.05 **USE, OCCUPANCY OR SALE OF ALCOHOL OR DRUGS**: Management Company shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, occupancy 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.

26.06 **TERMINATION FOR CONVENIENCE**. Occupant is entering into this Agreement for the purpose of carrying out the public policy of the City and County of Denver, Colorado, as determined by its Library Commission. If this Agreement ceases to further the public policy or the best interest of the City, the Occupant, in its sole discretion, may terminate this Agreement without cause, upon one hundred eighty (180) days prior written notice delivered to

Management Company, upon the terms set forth in this Section 26.06. Exercise by the Occupant of this right shall not constitute a breach of the Occupant's obligations hereunder. In the event the Occupant terminates the Agreement without cause, the parties agree that the Occupant shall pay termination fees to the Management Company, as follows:

- Prior to the second (2<sup>nd</sup>) anniversary of the Commencement Date = \$94,835
- On the second (2<sup>nd</sup>) anniversary of the Commencement Date, but before the third (3<sup>rd</sup>) anniversary of the Commencement Date = \$80,609
- On the third (3<sup>rd</sup>) anniversary of the Commencement Date, but before the fourth (4<sup>th</sup>) anniversary of the Commencement Date = \$68,518
- On the fourth (4<sup>th</sup>) anniversary of the Commencement Date, but before the fifth (5<sup>th</sup>) anniversary of the Commencement Date = \$58,240
- On the fifth (5<sup>th</sup>) anniversary of the Commencement Date, but before the sixth (6<sup>th</sup>) anniversary of the Commencement Date = 49,504
- On or after the sixth (6<sup>th</sup>) anniversary of the Commencement Date, the Occupant shall have no liability to the Management Company for termination without cause.

The applicable termination fee would be payable to Management Company upon delivery of termination notice.

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

**ARTICLE XXVIII: EXHIBITS AND ATTACHMENTS**

28.01 The following exhibits and attachments are attached to this Agreement and are incorporated herein by reference.

Exhibit A (Premises Floorplan)

Exhibit A-1 (Shared Building Areas)

Exhibit B (Work Letter)

Exhibit C (Intentionally Omitted)

Exhibit D (Rules and Regulations)

Exhibit E (Option Period Minimum Annual Payments)

**Contract Control Number:** BOOKS-202056894-[[ This Amendment Number ]]  
**Contractor Name:** RINO ART DISTRICT

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:** BOOKS-202056894-[[ This Amendment Number ]]  
**Contractor Name:** RINO ART DISTRICT

By:  \_\_\_\_\_  
4F1878599885429...

Name: Tracy weil  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

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

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

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



**EXHIBIT "A"**

**PREMISES FLOOR PLAN**



**1 FLOOR PLAN - EBB EAST - GROUND LEVEL**

TOTAL GROSS AREA	3,957.03 SF
ASSIGNMENT OF SHARED SPACE	7,484.84 SF
TOTAL	11,441.87 SF



- 0' 0" = 0'
- 0' 0" = 0'
- 0' 0" = 0'

**A-110**

**KEYNOTE LEGEND**

- A. TYPICAL INTERIOR FINISHES
- B. TYPICAL EXTERIOR FINISHES
- C. TYPICAL ROOF FINISHES
- D. TYPICAL MECHANICAL SYSTEMS
- E. TYPICAL ELECTRICAL SYSTEMS
- F. TYPICAL PLUMBING SYSTEMS
- G. TYPICAL FIRE PROTECTION SYSTEMS
- H. TYPICAL SECURITY SYSTEMS
- I. TYPICAL SUSTAINABLE DESIGN SYSTEMS
- J. TYPICAL SPECIALTY SYSTEMS
- K. TYPICAL ACCESSIBILITY SYSTEMS
- L. TYPICAL SIGNAGE SYSTEMS
- M. TYPICAL LANDSCAPE SYSTEMS
- N. TYPICAL SITEWORK SYSTEMS
- O. TYPICAL UTILITIES SYSTEMS

**PLAN NOTES**

1. PROVIDE ALL FINISHES AND MATERIALS AS SHOWN ON THE FINISH SCHEDULE.
2. PROVIDE ALL MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION SYSTEMS AS SHOWN ON THE RESPECTIVE SCHEDULES.
3. PROVIDE ALL SUSTAINABLE DESIGN SYSTEMS AS SHOWN ON THE SUSTAINABLE DESIGN SCHEDULE.
4. PROVIDE ALL ACCESSIBILITY SYSTEMS AS SHOWN ON THE ACCESSIBILITY SCHEDULE.
5. PROVIDE ALL SIGNAGE SYSTEMS AS SHOWN ON THE SIGNAGE SCHEDULE.
6. PROVIDE ALL LANDSCAPE SYSTEMS AS SHOWN ON THE LANDSCAPE SCHEDULE.
7. PROVIDE ALL SITEWORK SYSTEMS AS SHOWN ON THE SITEWORK SCHEDULE.
8. PROVIDE ALL UTILITIES SYSTEMS AS SHOWN ON THE UTILITIES SCHEDULE.

**PLAN LEGEND**

- CONCRETE
- FORMER CONCRETE
- FORMER MASONRY
- FORMER METAL
- FORMER WOOD
- FORMER GLASS
- FORMER STEEL
- FORMER BRICK
- FORMER TILE
- FORMER CARPET
- FORMER PAINT
- FORMER PLASTER
- FORMER GYP
- FORMER LUMBER
- FORMER ROOFING
- FORMER INSULATION
- FORMER MECHANICAL
- FORMER ELECTRICAL
- FORMER PLUMBING
- FORMER FIRE PROTECTION
- FORMER SECURITY
- FORMER SUSTAINABLE DESIGN
- FORMER SIGNAGE
- FORMER LANDSCAPE
- FORMER SITEWORK
- FORMER UTILITIES

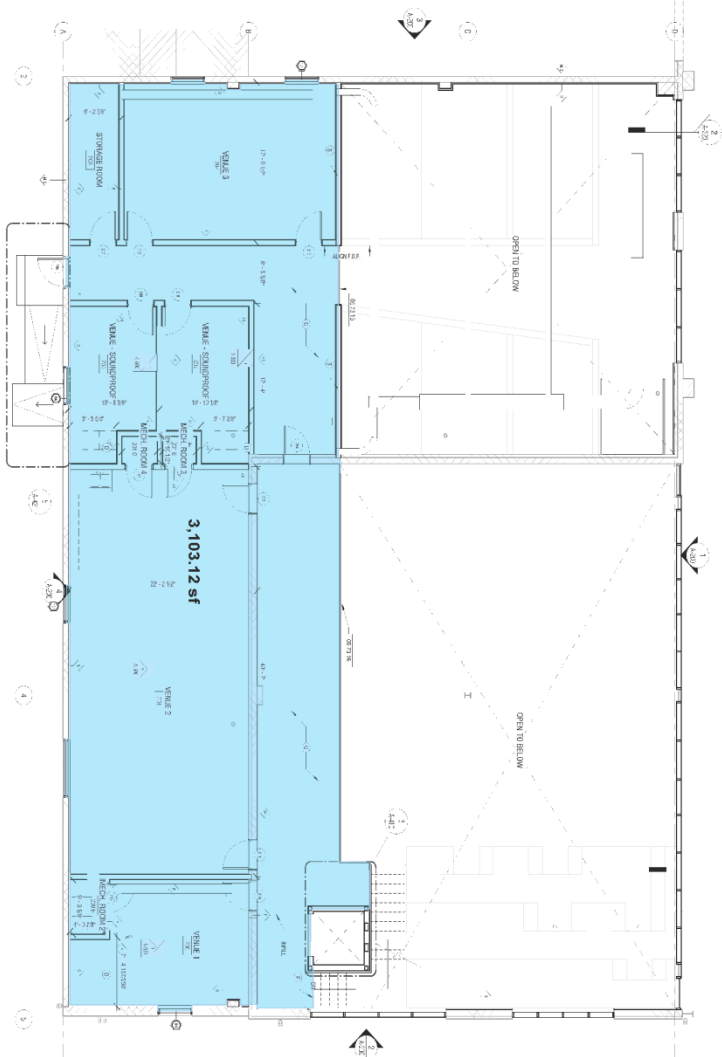
**RINDO CREATIVE CAMPUS - PHASE 2**

1500 SOUTH ST. DENVER, CO  
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**A-110**



**1** FLOOR PLAN - FEB EAST - SECOND LEVEL  
SCALE: 3/8" = 1'-0"

**PLAN LEGEND**

	DRY WALL
	NEW/FINISHED WALL
	CONCRETE
	TIMBER/LIGHT
	VERTICAL PANELING
	NO COLUMN
	COLUMN

- PLAN NOTES**
1. PLEASE REVIEW ALL UNDERPINNING CONDITIONS, HAZARDOUS MATERIALS, AND ALL OTHER CONDITIONS AND AS NECESSARY TO MAINTAIN INTEGRITY WHERE MASSIVE BTU.
  2. WHERE FASBMS HAS BEEN REMOVED IN ORDER TO MAINTAIN INTEGRITY FROM THE MATERIALS, A COLOR MATCHING SHOULD BE OBTAINED TO THE EXISTING FINISHES IN ORDER TO MAINTAIN THE APPEARANCE OF THE REMOVED FINISHES AND REMAIN WITH OVER TIME.
  3. INTERIOR WALLS TO BE REMOVED OR COMPLETED WHERE SHOWN TO BE DAMAGED BEYOND REPAIR.
  4. INTERIOR WALLS TO BE REMOVED OR COMPLETED WHERE SHOWN TO BE DAMAGED BEYOND REPAIR.
  5. INTERIOR WALLS TO BE REMOVED OR COMPLETED WHERE SHOWN TO BE DAMAGED BEYOND REPAIR.
  6. INTERIOR WALLS TO BE REMOVED OR COMPLETED WHERE SHOWN TO BE DAMAGED BEYOND REPAIR.
  7. WHERE SHOWN TO BE DAMAGED BEYOND REPAIR, CONTRACTOR TO OBTAIN APPROVED DISPERSE REPAIR STRATEGY TO PROPERLY REPAIR AT REPAIR STRATEGY.

- SHEET NOTES A-111**
- A. GENERAL WALL UP TO 7'-0" FINISH WALL
  - B. GENERAL WALL UP TO 7'-0" FINISH WALL
  - C. LAYERS IN THE 2ND FLOOR MEZZANINE & 1ST FLOOR MEZZANINE
  - D. FINISH COORDINATE WITH COORDINATE BELOW
  - E. ISLAND FINISH - 1'-0"

**KEYNOTE LEGEND**

06/21/18    SHEET DECKING MATERIAL  
FASBMS

**2** 1868 SOUTH DENVER, CO  
RINO CREATIVE  
CAMPUS - PHASE

1868 SOUTH DENVER, CO  
RINO CREATIVE  
CAMPUS - PHASE  
3-D ARCHITECTURE  
DESIGN WORKSHOP

DATE: 06/21/18  
PROJECT: RINO CREATIVE CAMPUS - PHASE  
SHEET: 1868 SOUTH DENVER, CO  
RINO CREATIVE  
CAMPUS - PHASE  
3-D ARCHITECTURE  
DESIGN WORKSHOP

**A-111**

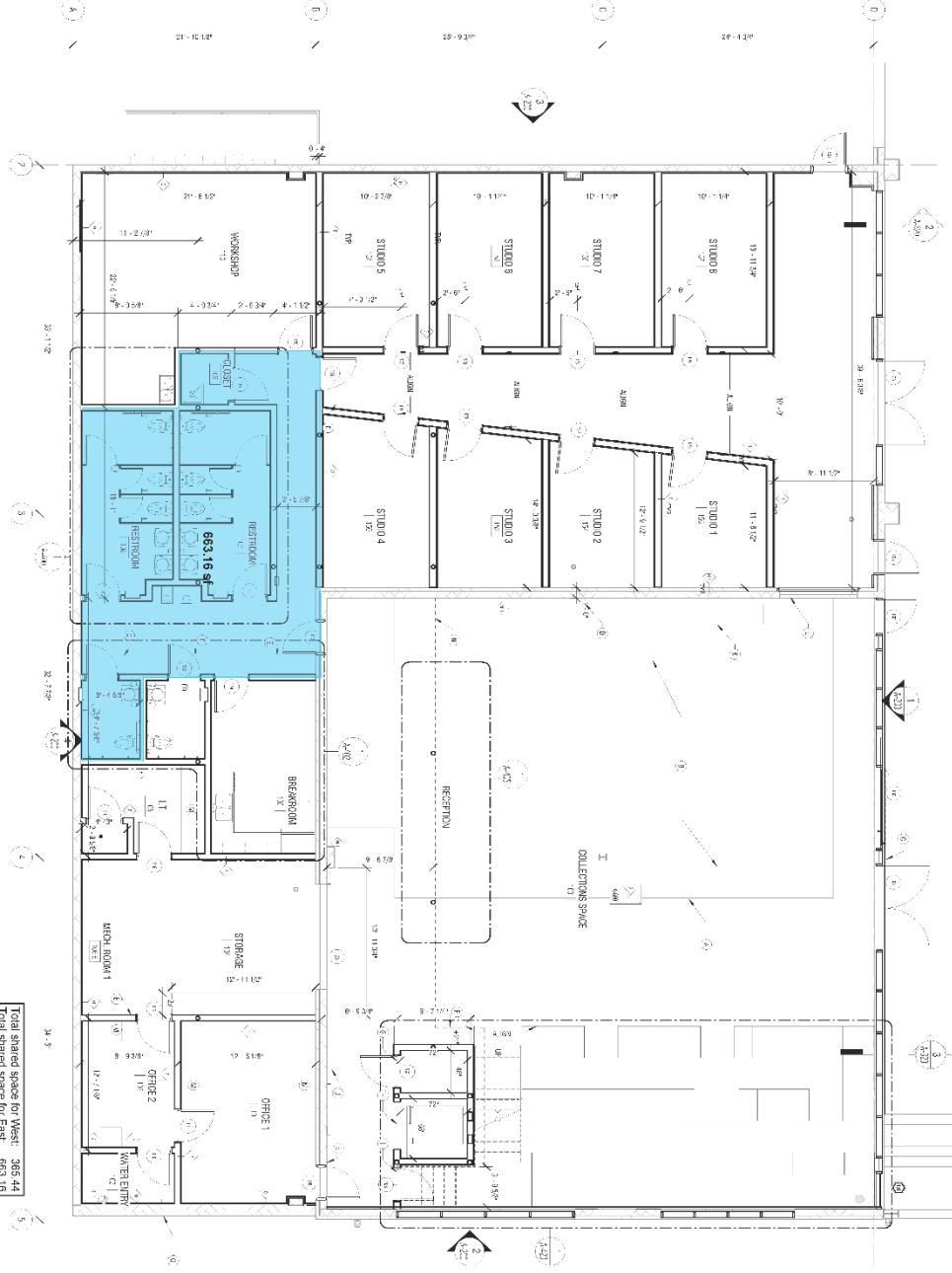
**SECOND LEVEL FLOOR PLAN - FEB EAST**

DATE: 02/28/20  
PROJECT: RINO CREATIVE CAMPUS - PHASE

**EXHIBIT "A-1"**

**SHARED BUILDING AREAS**

[attached hereto]



**FLOOR PLAN - EEB EAST - GROUND LEVEL**  
SCALE: 1/8" = 1'-0"

Total shared space for West: 385,444  
Total shared space for East: 663,116  
Total shared space: 1,028,800



**PLAN LEGEND**

- NEW REBAR WALL
- NEW WALL
- CONCRETE
- TRIGGER LIGHT
- VERTICAL RISER
- NEW COLUMN
- EXISTING COLUMN

**PLAN NOTES**

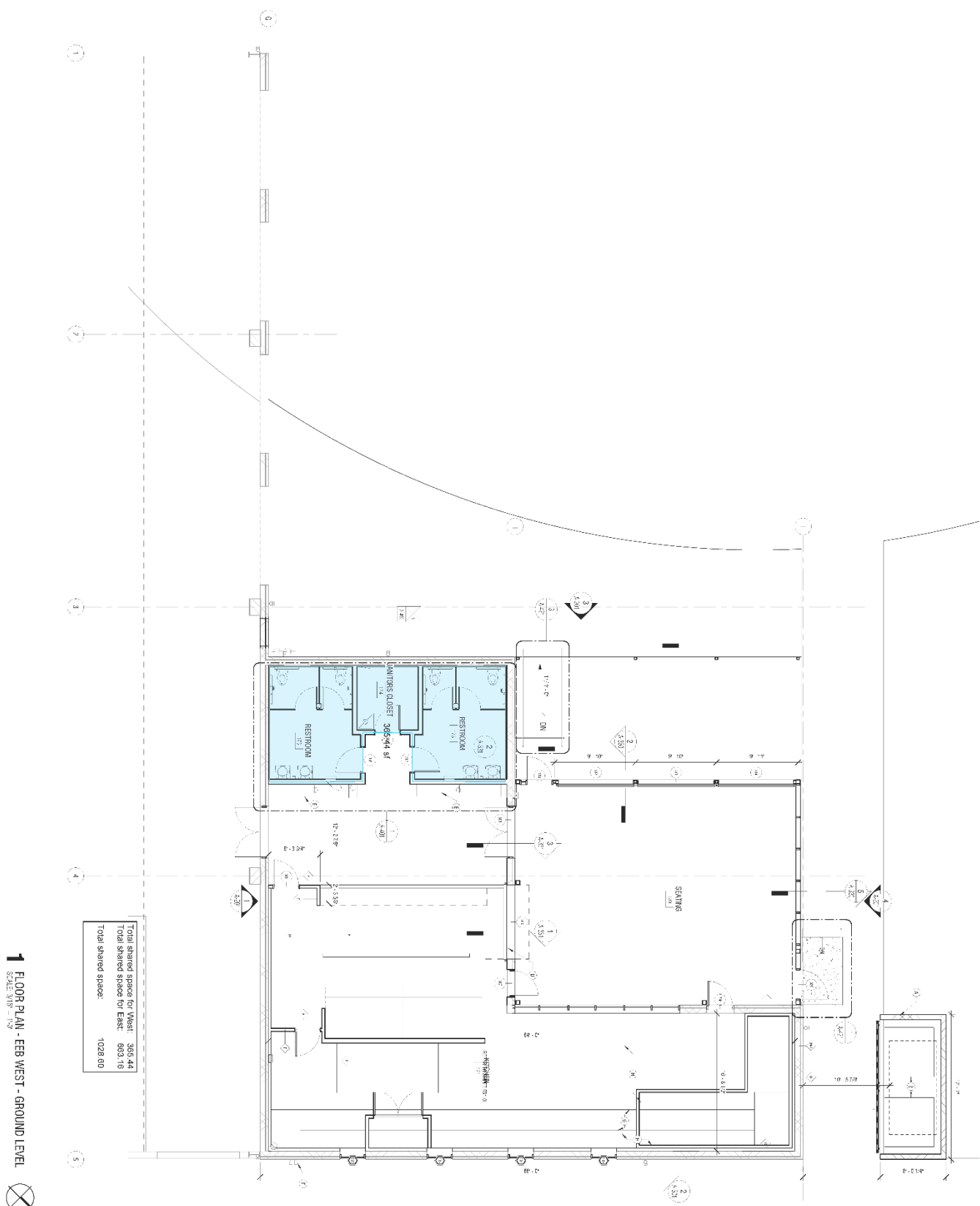
1. PATCH REPAIR AND TOLERANT EXISTING WORKING AS NECESSARY IN ANY AREA WHERE REPAIRS ARE REQUIRED. PATCHES SHALL BE MATCHED IN COLOR AND FINISH TO EXISTING SURFACES TO MAINTAIN INTEGRITY WHERE REPAIRS ARE TO BE MADE.
2. REPAIRS SHALL BE PERFORMED BY A LICENSED CONTRACTOR AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
3. WHERE REPAIRS ARE REQUIRED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.
5. WHERE REPAIRS ARE REQUIRED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.

**SHEET NOTES A-110**

- A. UNDEVELOPED / NO CONCRETE
- B. CONCRETE
- C. GARDEN
- D. OPEN PROTECTION AREA
- E. KEYWAY LOCK
- F. BRICK
- G. UL-LISTED FIRE RATED GLASS
- H. STAIRWELL
- I. LOCKER ROOM PARTITION
- J. LOCKER ROOM PARTITION
- K. COLLECTIONS WORKSTATION
- L. ROLL UP STEEL DOOR
- M. WORK QUARTER
- N. DOWNWARD OPENING ABOVE
- O. F.I.C. CONNECTION

**KEYNOTE LEGEND**

- 1. PATCH REPAIR AND TOLERANT EXISTING WORKING AS NECESSARY IN ANY AREA WHERE REPAIRS ARE REQUIRED. PATCHES SHALL BE MATCHED IN COLOR AND FINISH TO EXISTING SURFACES TO MAINTAIN INTEGRITY WHERE REPAIRS ARE TO BE MADE.



Total shared space for West: 366.44  
 Total shared space for East: 693.16  
 Total shared space: 1028.60

**1** FLOOR PLAN - EEB WEST - GROUND LEVEL  
 SCALE: 3/8" = 1'-0"

- PLAN LEGEND**
- CHAIR WHEEL
  - NEW REARER
  - IE WALL
  - CONCRETE
  - THROUGH LIT
  - VERTICAL FIN
  - IN COLUMN
  - OUT COLUMN

- SHEET NOTES A-115**
1. SEE SHEET A-114
  2. TRASH ENCLOSURE W/ BRUSH RECEPTOR BELOW
  3. 2" X 10" DIAMETER & RECYCLING CONTAINER HEIGHT ROLL UP DOOR
  4. BRUSH
  5. FILL CALCATION PER PRESS. DIMS
  6. LINE COATING (N) CONCRETE
  7. (N) CONCRETE

**KEYNOTE LEGEND**

## EXHIBIT "B"

### MANAGEMENT COMPANY'S WORK LETTER

1. **Construction Document Specifications.** Management Company agrees to make certain improvements to the Premises (collectively, the "**Management Company's Work**") in accordance with the Construction Documents (as hereinafter defined) to be prepared and approved by the parties in the manner set forth herein, and the Management Company's Work shall be constructed in accordance with the procedures set forth below.
2. **Representatives.** Management Company hereby appoints John Deffenbaugh (Address: Walnut Workshop, 3525 Walnut Street, #40, Denver, CO 80205, Email: john@rinoartdistrict.org, Ph: 303-437-5129) ("**Management Company's Representative**") to act for Management Company in all matters covered by this Work Letter. Occupant hereby appoints Kevin Delohery (Address: 10 W. 14<sup>th</sup> Ave Pkwy, Denver, CO 80204, Email: kdelohery@denverlibrary.org, Ph: 720-865-1511 ("**Occupant's Representative**") to act for Occupant in all matters covered by this Work Letter. All inquiries, requests, instructions, authorizations and other communications with respect to the matters covered by this Work Letter will be made to Management Company's Representative or Occupant's Representative, as the case may be. Occupant will not make any inquiries of or request to, and will not give any instructions or authorizations to, any other employee or agent of Management Company, including the Architect (as hereinafter defined), Management Company's engineers and contractors or any of their respective agents or employees, with regard to matters covered by this Work Letter. Either party may change its Representative under this Work Letter at any time by three (3) days prior written notice to the other party.
3. **Building Standard.** Except as shown or set forth in the Construction Documents, Occupant acknowledges that Management Company will complete the Premises using items typically prescribed by Management Company for the Building and Project (the "**Building Standard**"), all in order to assure the consistent quality and appearance of the Building and the Project.
4. **Total Construction Costs.** The entire cost of performing the Management Company's Work and any Occupant Extra Work (as hereinafter defined), including the costs of space planning, design, architectural, engineering, construction, labor and materials, electrical and other usage during construction, architectural, engineering and construction contractor's fees associated with the construction of the Management Company's Work,

related taxes and insurance costs, licenses, permits, governmental approvals, certifications, and other approvals required by applicable law and associated with the Management Company's Work, are herein collectively referred to as the "**Total Construction Costs**."

5. **Occupant Extra Work: Excess Cost.**

- a. As used herein, the term "**Occupant Extra Work**" shall mean:
  - i. all modifications, changes and Change Orders (as defined in and permitted by **Section 10** of this Work Letter) requested by Occupant from and after Management Company and Occupant's final agreement upon the Construction Documents; and
  - ii. all interior design services and decorating (except as otherwise specifically set forth in the Construction Documents).

All Occupant Extra Work will be subject to Management Company's prior written approval in accordance with **Section 6** of this Work Letter.

- b. As used herein, the term "**Excess Costs**" means the amount by which the Total Construction Costs exceeds the Budget (hereinafter defined). Upon (i) mutual approval of the Construction Documents, and (ii) Occupant finalizing with Management Company and the general contractor the pricing of any requested revisions to the bids for the Management Company's Work, Occupant shall pay to Management Company one hundred percent (100%) of the Excess Costs. In the event any Excess Costs are as a result of a Change Order, Occupant shall pay to Management Company one hundred percent (100%) of the Excess Costs associated with such Change Order within thirty (30) business days of Occupant's approval of such Change Order in accordance with **Section 10** below.

6. **Management Company's Approval.** Management Company, in its sole discretion, may withhold its approval of any requested changes or objections by Occupant to the Space Plan (as hereinafter defined), the Construction Documents, any Occupant Extra Work or any Change Orders requested by Occupant which require work which:

- a. exceeds or affects the structural integrity of the Building, or any part of the heating, ventilating, air conditioning, plumbing, mechanical, electrical, communication or other systems of the Building;
- b. would not be approved by a prudent owner of property similar to the Building;



- c. violates any agreement which affects the Building or binds Management Company;
- d. is not in line with the overall scope and nature of the Building and/or overall Project; or
- e. does not conform to applicable building code or is not approved by any governmental authority with jurisdiction over the Premises.

7. **Schedule of Occupant Improvement Activities.**

- a. **Space Plan.** The parties acknowledge and agree that they have heretofore agreed upon the space plan for the Premises depicting Management Company's Work to be constructed in the Premises (the "**Space Plan**") prepared by Management Company's architect (the "**Architect**").

8. **Construction Documents.** The Architect has prepared, and the parties have approved, the construction drawing extract prepared by Tres Birds, file name EAST-102820 (the "**Construction Documents**") for Management Company's Work. The estimated budget for Management Company's Work ("**Budget**") from Management Company's contractor shall be provided to Occupant. As used in this Work Letter and otherwise in the Agreement, the following shall each constitute a "**Occupant Delay.**"

- a. late submission of Occupant information (including, without limitation, a Space Plan, whether preliminary, interim revisions or final);
- b. Change Orders requested by Occupant;
- c. delays in obtaining non-Building Standard construction materials requested by Occupant;
- d. Occupant's failure to timely approve any item expressly requiring Occupant's approval (including, without limitation, the Construction Documents, whether preliminary, interim revisions or final, and any Change Order);
- e. delays in obtaining a certificate of occupancy, temporary certificate of occupancy, other appropriate sign-off permitting occupancy of the Premises for the operation of Occupant's business from the local building authority having jurisdiction by reason of Occupant's failure to complete the installations of any furniture, fixtures and/or equipment to the Premises, if any;

- f. any other delays by Occupant (including, but not limited to, delay in any payment to Management Company required by Occupant hereunder); and
  - g. any other act or omission of Occupant, Occupant's Representative or Occupant's agents (all of which shall be deemed to be delays caused by Occupant).
9. **General Contractor.** Upon approval or deemed approval of the Construction Documents, Management Company shall cause the Management Company's Work to be performed in substantial accordance with the Construction Documents using a general contractor selected by Management Company.
10. **Change Orders.** Changes by Occupant to the work described in the Construction Documents during the construction of the Management Company's Work may only be authorized and made through a written change order (a "**Change Order**") approved by Management Company or directed by Management Company as provided herein. A Change Order may either be (i) requested by Occupant, (ii) or (ii) required by Management Company to correct an error or omission or to clarify the Construction Documents. Notwithstanding and in addition to the foregoing, Management Company may, without Occupant's consent, make such changes to the Construction Documents as Management Company deems reasonably prudent, from time to time, provided, however, that no such change shall materially reduce or increase the size of the Premises or otherwise materially and adversely affect the operation of Occupant's Use of Premises as contemplated in Section 1.01(i) in the Agreement. In the event any change is requested by Occupant, provided that the same is approved by Management Company and prior to commencing such change, Management Company will prepare and deliver to Occupant, for Occupant's approval, a Change Order setting forth the total cost of such change, which may include associated architectural, engineering and construction contractor's fees and an amount sufficient to reimburse Management Company for overhead and related expenses incurred in connection with such Change Order. In the event Occupant fails to approve and pay for (to the extent such Change Order results in any Excess Costs) such Change Order within three (3) business days after delivery by Management Company, Occupant will be deemed to have withdrawn the proposed change and Management Company will not proceed to perform the change. Upon Management Company's receipt of Occupant's approval and payment (if applicable), Management Company will cause the general contractor to perform the change set forth in such Change Order requested by Occupant. To the extent Management Company incurs any costs in connection with a Change Order requested by Occupant, Occupant shall remain liable for payment of such costs whether or not such Change Order is performed or withdrawn.

11. **Walk-Through; Punch-List**. When Management Company considers the Management Company's Work to be substantially completed, Management Company will notify Occupant and, within ten (10) days thereafter, Management Company's Representative and Occupant's Representative shall conduct a walk-through of the Premises and identify any necessary touch-up work, repairs and minor items that are necessary for final completion of the Management Company's Work (collectively, the "**Punch-List Items**"). Neither Management Company's Representative nor Occupant's Representative shall unreasonably withhold his or her agreement on Punch-List Items, and in no event shall any items caused by Occupant and/or Occupant's agents be included within the Punch-List Items. After the Punch-List Items have been agreed upon by the parties, in no event shall the Punch-List Items be expanded to include any additional items, whether caused by Occupant, Occupant's agents or otherwise. Management Company shall use reasonable efforts to cause the general contractor performing the Management Company's Work to complete all Punch-List Items within a reasonable time after agreement thereon; provided, however, that in no event shall the Commencement Date be postponed as a result of any Punch-List Items (so long as Occupant can use the Premises for its intended purposes without material interference) and Management Company shall have no obligation to engage overtime labor in order to complete such items.
  
12. **Results**. Management Company shall not be responsible for the performance of any equipment provided by Occupant or systems engineered by Occupant which are part of the Management Company's Work.

**EXHIBIT “C”**

**INTENTIONALLY OMITTED**

## **EXHIBIT “D”**

### **RULES AND REGULATIONS**

All references in these Rules and Regulations to “Occupant” shall be deemed to include the employees, agents, invitees and licensees of Occupant and others permitted by Occupant to use or occupy the Premises. Occupant agrees to observe the following rules and regulations in effect as of the date of this Agreement, as may be modified from time to time:

1. No smoking in the Premises, or within 25 feet of any entrance to the Building, including, without limitation, cigarettes, pipes, marijuana or e-cigarettes.
2. No consumption of controlled or illegal substances.
3. No vehicles, including bicycles shall be stored inside the Building; provided, however, Occupant’s employees may store their bicycles in areas of the Premises not open to the general public during such employee’s shift.
4. All doors and hallways shall remain unobstructed.
5. No awnings shall be placed over the windows or openings.
6. No curtains, blinds, or shading devices visible outside the Premises are permitted without Management Company’s prior written agreement.
7. All exterior signage shall be subject to Management Company review and prior written agreement.
8. No permanent interior decoration by Occupant is permitted except as permitted by and in accordance with the terms of the Agreement.
9. All temporary decoration in any common areas, hallways, vestibules or entryways to the Premises is subject to Management Company review and prior written consent.
10. No cooking equipment is permitted in the Building, provided, however, that the foregoing shall not prohibit Occupant’s use of a hotplate, coffee maker, microwave or other small kitchen appliances of items of a similar nature, provided that Occupant’s use of any of the foregoing complies with all applicable laws and insurance requirements applicable to the Premises.
11. All third-party contractors performing any material alterations in the Premises, or any alterations which would affect the structural portions or systems in the Building shall be subject to prior written consent of Management Company, which shall not be unreasonably withheld.
12. Loud noise-making activities, to the extent that the same causes a material disturbance to other tenants of the Project, are not permitted.

13. No person shall occupy the Building overnight or use it as lodging.
14. No products that cause odor to the extent that they cause discomfort to those using the Building or to adjacent tenant are permitted.
15. Any damage, beyond reasonable wear and tear, to permanent fixtures, shall be repaired by Management Company at Occupant's expense.
16. Occupant and Management Company shall co-operate to maximize the effectiveness of the heating and cooling system. Occupant shall not obstruct or alter in any way thermostatic controls.
17. No corporate advertising or product positioning may take place on the exterior of the Premises without agreement from Management Company; provided, however, that the same shall not prohibit Occupant from promoting programming and events within the interior of the Premises and displaying promotional materials inside the Premises regarding the same.
18. No additional mechanical systems will be operated in the Building by Occupant, including, without limitation, space heaters.
19. No gambling activities are permitted.
20. Occupant shall take responsibility for securing the Building outside operating hours and protecting from robbery or theft.
21. No partisan political events are permitted.

**EXHIBIT "E"****OPTION PERIOD MINIMUM ANNUAL PAYMENTS**

	Year 11	7,648	\$16.66	\$127,415.68	\$10,617.97	
	Year 12	7,648	\$17.16	\$131,239.68	\$10,936.64	
	Year 13	7,648	\$17.67	\$135,140.16	\$11,261.68	
	Year 14	7,648	\$18.20	\$139,193.60	\$11,599.47	
	Year 15	7,648	\$18.75	\$143,400.00	\$11,950.00	
	Year 16	7,648	\$19.31	\$147,682.88	\$12,306.91	
	Year 17	7,648	\$19.89	\$152,118.72	\$12,676.56	
	Year 18	7,648	\$20.49	\$156,707.52	\$13,058.96	
	Year 19	7,648	\$21.10	\$161,372.80	\$13,447.73	
	Year 20	7,648	\$21.73	\$166,191.04	\$13,849.25	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/29/2019

**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 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).**

<b>PRODUCER</b> <b>JACK V DOWNING INSURANCE AGENCY INC</b> 1600 STOUT STREET SUITE 270 <b>DENVER, CO 80202</b>	<b>CONTACT NAME:</b> JACK V DOWNING <b>PHONE (A/C. No. Ext):</b> 303-825-6633 <b>FAX (A/C. No):</b> 303-825-6836 <b>E-MAIL ADDRESS:</b> JACK@JACKVDOWNING.COM <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td><b>INSURER A :</b> State Farm Fire and Casualty Company</td> <td style="text-align: center;"><b>25143</b></td> </tr> <tr> <td><b>INSURER B :</b></td> <td></td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> State Farm Fire and Casualty Company	<b>25143</b>	<b>INSURER B :</b>		<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER F :</b>															
<b>INSURED</b> <b>RINO ART DISTRICT</b> 3525 WALNUT STREET DENVER, CO 80216															

**COVERAGES**
**CERTIFICATE NUMBER:**
**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>96-B5-F146-8</b>	<b>07/15/2020</b>	<b>07/15/2021</b>	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>	<b>96-B5-F146-8</b>	<b>07/15/2020</b>	<b>07/15/2021</b>	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	<b>96-C3-K551-9</b>	<b>03/15/2020</b>	<b>03/15/2021</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED

**CERTIFICATE HOLDER**

**CITY AND COUNTY OF DENVER**  
**201 W COLFAX AVE**  
**DENVER, CO 80202**

**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

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