

**LICENSE AGREEMENT
(1890 Lawrence Street
Denver Fire Department – Fire Station 4)**

THIS LICENSE AGREEMENT (“Agreement”) is entered into, as of the Effective Date, by and among the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (“City”), **COLORADO ASIAN PACIFIC UNITED**, a Colorado nonprofit corporation (“CAPU”), with an address at 3411 South Flanders Way, Aurora, CO 80013 and the **NALYE LOR**, an individual (“Artist” or “Licensee”), with an address at 2987 E. 135th Lane, Thornton, CO 80241, collectively, “the Parties.”

WHEREAS, CAPU has requested and Nalye Lor has agreed to paint a mural (the “Work”) on an exterior wall of a City owned building; and

WHEREAS, the Parties agree that the Work may remain on display for a substantial period of time after its completion;

WHEREAS, CAPU has requested the City’s permission for Artist to paint the Work on the exterior wall of Denver Fire Department Fire Station 4 located at 1890 Lawrence Street, Denver Colorado and the City has agreed to provide allow Artist to complete the Work at such fire station subject to certain conditions; and

WHEREAS, Nalye Lor needs access to the fire station for the purpose of completing the Work.

NOW, THEREFORE, the parties agree:

1. **Grant, Term, and Allowable Use.** The City grants to the Artist, its contractors, subcontractors, agents and invitees, for a term commencing April 1, 2023 and terminating on June 30, 2023 (the “Term”) for completion of the Work, subject to the conditions and terms in this License, a non-exclusive revocable license for the Allowable Uses and Restrictions more specifically described in **Exhibit A** (the “Allowable Use”). In addition to the Term to complete the Work, City grants Artist and its invitees one (1) day for an unveiling ceremony of the Work to be scheduled with Division of Real Estate within twelve (12) months from commencement of the Term. The total of all the property to which this License applies is that certain building located 1890 Lawrence Street known as Denver Fire Department Fire Station 4 (the “Premises”). The Premises are delivered to the Artist in as-is, where-is condition.

2. **Retained Rights of City.** The City retains the right of possession and the rights of use, occupancy, and control of the Premises but such use, occupancy and control shall not unreasonably interfere with the exercise of this Agreement.

3. **Use of Premises.** As a condition of the License, the Artist shall use the Premises as follows:

A. **Use.** The Premises shall only be used for the Allowable Use for within the Premises. The Artist will coordinate work in and use of the Premises that may impact operations of the City.

B. Other Permits. Prior to the commencement of the Term, the Artist shall obtain all necessary federal, state, and local permits for the use of the Premises. The Artist shall comply with all applicable laws, rules, or regulations of the City. Nothing in this License shall relieve the Artist from complying with other regulatory requirements applicable to the Licensee and the Allowable Use. At any time, the City may require copies of applicable permits from the Artist.

C. Damage or Injury. The City shall not be responsible or liable for injuries to persons or damage to property when such injuries or damage are caused by or result from the Artist's use of the Premises under the terms of this License. In addition, if the Artist uses the Premises for any use other than the Allowable Use set out in the City's notice of availability of the Premises, the City shall first provide written notice of the Artist's prohibited use. If the Artist fails to correct the use of the Premises within one business day of receiving such written notice, the City may revoke this License.

4. Revocation & Termination. The City has the right to revoke the License for the Premises for any or no reason, upon seven (7) days' notice by the City to the Artist, and the City may immediately terminate this Agreement for a violation of the terms and conditions of this Agreement by the Artist that remains uncured one (1) business days after written notice of such violation is delivered by the City to the Artist.

5. Costs & Fees. The exercise of the License herein granted and other rights and obligations under this Agreement shall be without cost or expense to the City. The Artist shall be charged a one-time fee of \$10.00 for use of the Premises.

6. Warranties.

6.1 Warranties of Title. The Artist represents and warrants to the City that:

- a. The Work is solely the result of the artistic effort of the Artist;
- b. Except as otherwise disclosed in writing to the City prior to the time of execution hereof, the Work is unique and original and does not infringe upon any copyright;
- c. That neither the Work delivered hereunder, nor a duplicate thereof, has been accepted for sale elsewhere; and
- d. The Work is free and clear of any liens or claims from any source whatsoever.

6.2 Warranties of Quality and Condition. The Artist represents and warrants to the City that:

- a. The execution and fabrication of the Work will be performed in a workmanlike manner;
- b. The Work, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Work; and

c. Reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Artist to the City hereunder.

6.3 Duration of Warranties; Breach. The warranties described in this Article 6 shall survive during the entire period that the Work is installed at the Site. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist utilizing artistic skill and which cure is consistent with professional conservation standards as determined solely by the City (including, for example cure by means of repair or refabrication of the Work).

1. Ownership and Reproduction Rights.

7.1 Title. Title to the Work shall pass to the City upon completion.

7.2 Waiver of Rights Under Visual Artists Rights Act of 1990 ("VARA"). The Artist understands and agrees that, as to his or her rights in the Work, the provisions of this Agreement shall supersede the provisions of the Visual Artists Rights Act of 1990 ("VARA"), 17 U.S.C. §101 et. seq., as amended, including but not limited to §106A(a) and §113, as to the Work, and that execution of this Agreement by the Artist shall constitute a waiver by the Artist, as permitted in 17 U.S.C. §106A(e), as amended, of any and all rights or protections in the Work, and any uses of the Work whatsoever, set out in or otherwise granted by 17 U.S.C. §101, et seq., as amended, including but not limited to §106A(a) or §113, or otherwise in the nature of "Droit Moral" under which artists claim an interest in their work. The Artist understands that the Work may be subject to destruction, distortion, mutilation, other modification, or removal.

7.3 Artist's Remaining Retained Rights in the Work. The Artist therefore retains: (i) all other right, title and interest in the Work including all copyrights, but expressly excluding any rights in the Work under the Visual Artists Rights Act of 1990 ("VARA"), 17 U.S.C. §101 et. seq., as amended, including but not limited to §106A(a) and §113, or otherwise in the nature of "Droit Moral" under which artists claim a continuing interest in their products and in the maintenance or modification of their products; and (ii) all rights expressly granted in this Agreement. The Artist's waived rights as described above are, insofar as such rights are transferable, assigned to the City. In view of the intention that the Work in its final dimension shall be unique, the Artist shall not make any additional exact duplicate, two or three-dimensional reproductions of the final Work, including but not limited to miniatures or jewelry applications, nor shall the Artist grant permission to others to do so except with the written permission of the City. The City is unable to grant permission of any kind for political use of the Work. The restriction for duplication or reproduction shall not apply to the Artist's use of photographic reproductions of the Work in portfolio or in critical and scholarly writings. The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Work for non-commercial purposes, in the sole discretion of the City and its assigns, including but not limited to reproductions used in advertising brochures, media publicity, and catalogues or other similar publications.

7.4 Notice. All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: Nalye Lor, date of publication.

7.5 Credit to City. The Artist shall give a credit reading substantially, “an original work owned by the City and County of Denver and commissioned by Colorado Asian Pacific United,” in any public showing under the Artist’s control of reproduction of the Work.

7.6 Registration. The Artist shall at his or her expense cause to be registered, with the United States Register of Copyrights, a copyright of the Work in the Artist’s name.

2. **ARTIST’S RIGHTS:**

8.1 Artist’s Enumerated Contractual Rights in the Work. Subject to and consistent with the provisions of Article 7 above, the Artist understands and agrees that he or she is therefore granted the following rights in the Work pursuant to this Agreement.

8.2 Maintenance and Repair.

a. The City shall have the right to determine, in its sole discretion, when and if maintenance or, repairs to the Work will be made. To the extent practical, the Artist shall be given the opportunity to make or personally supervise significant repairs or restorations.

b. All repairs and restorations shall be made in accordance with recognized and customary standards.

8.3 Damage. Subject to 8.5 below, the City agrees that it will not intentionally damage, alter, or modify the Work without the prior written approval of the Artist.

8.4 Notification to Artist. Except when pursuing an option outlined in paragraph 8.5 below, the City shall endeavor to notify the Artist of any proposed alteration of the Site that would affect the intended character of the Work and shall endeavor to consult with the Artist in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the Work.

8.5 Removal, Relocation, Sale, Donation or Destruction. Nothing in this Agreement shall preclude any right of the City, in its sole discretion, (i) to remove the Work from public display by removing or covering the Work in its entirety, (ii) to move or relocate the Work to another location selected solely by the City for public display, or (iii) to demolish the Premises in whole or in part in a manner that impacts or alters the Work. Without limiting the generality of Section 8.1, the Artist agrees that his or her rights in connection with the removal of the Work are as described in this Section 8.5; as set out above, the Artist waives any rights which he or she might have in connection with the removal or destruction of the Work under the Visual Artists Rights Act of 1990 (“VARA”), 17 U.S.C. §101 et. seq., as amended, including but not limited to §106A(a) and §113.

8.6 Record. The City shall maintain on permanent file in the Office of the Denver City Clerk, Ex-Officio Clerk and Recorder, a record of this Agreement.

8.7 Artist's Address. The Artist shall notify the City of changes in his or her address. The failure to do so, if such failure prevents the City from locating the Artist, shall be deemed a waiver by the Artist of the rights granted to the Artist in this Article 8, or otherwise retained by the Artist, the exercise of which requires response by the Artist. A mailing of notice by the City by certified mail with return receipt requested to the address of the Artist or of his or her attorney currently on file with the City at the time of such mailing, shall be deemed to be an adequate notification effort by the City hereunder.

8.8 Surviving Covenants. The covenants and obligations set forth in this Article shall be binding upon the parties, their heirs, legatees, executors, administrators, assigns, transferees and all their successors in interest, and the City's covenants do attach and run with the Work and shall be binding to and until twenty (20) years after the death of the Artist. However, the obligations imposed upon the City by Sections 8.2 through 8.5 shall terminate on the death of the Artist. The City shall give any subsequent owner of the Work notice in writing of the covenants herein providing such owner with an executed copy of this Agreement.

9. Damage to City Property. Any real or personal property of the City damaged or destroyed by the Artist that is not a result of normal wear and tear shall be promptly repaired or replaced by the Artist to the satisfaction of the Director of City's Division of Real Estate. For failure or refusal by the Artist to comply with this paragraph, the City shall have the right to seek recovery of actual damages, costs, and expenses from the Artist by any means available under the law.

10. Third Party Contracts. The Artist has no authority to bind the City on any contractual matters. The City shall have no liability or financial obligation to or for any contractor, subcontractor, supplier, or other person or entity with which the Artist contracts or has a contractual arrangement with respect to the License or other aspects of this Agreement.

11. Insurance. **(1) General Conditions:** CAPU agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. CAPU shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, CAPU 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. CAPU 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 CAPU or Artist. CAPU or Artist shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(2) Proof of Insurance: Artist may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. CAPU certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of CAPU's or Artist'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.

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

(4) Waiver of Subrogation: For all coverages required under this Agreement, CAPU's insurer shall waive subrogation rights against the City.

(5) Subcontractors and Subconsultants: CAPU shall confirm and document that all Artist's subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by CAPU and appropriate to their respective primary business risks considering the nature and scope of services provided.

(6) Workers' Compensation and Employer's Liability Insurance: CAPU shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

(7) Commercial General Liability: CAPU shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

(8) Personal Automobile Insurance: CAPU shall ensure personal automobile insurance is in force with current state minimum limits for all vehicles used in performing the Work under this Agreement. CAPU represents, as material representations upon which the City is relying, that neither CAPU nor Artist owns any fleet vehicles and that in performing the Work under this Agreement, CAPU's owners, officers, directors, and employees and Artist use their personal vehicles. CAPU shall ensure that any person operating a motor vehicle in performing the Work under the Agreement shall keep in full force Personal Auto Liability coverage with minimum required limits.

(9) Property Insurance: CAPU shall provide 100% replacement cost for Artist's tenant improvements and personal property. Business Interruption coverage shall be included with limits not less than the annual payments due to the City under the term of the Agreement. Artist and CAPU understand and acknowledges that the City does not provide any insurance coverage for any property of CAPU, Artist, their respective agents, employees or assignees and Artist and CAPU acknowledge and agree that Artist and CAPU, their respective agents, employees and

assignees have no claim against the City for any damage or loss of personal property and belongings of Artist or CAPU, their respective agents, employees or assignees at the Premises.

12. Defense and Indemnification.

A. Artist hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Artist or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Artist will further indemnify, defend and hold the City harmless from and against any claims, losses, damages, liabilities or expenses (including reasonable attorneys’ fees and expenses) arising out of or resulting from any third party claim that the Work, when used by City in accordance with this Agreement, infringes, misappropriates or violates any United States patent issued as of the date hereof, copyright, trademark, trade secret or other intellectual or proprietary right of any third party. If an injunction or order is obtained against the City’s use of the Works by reason of a claim of the type described above, or if in Artist’s opinion, the Work is likely to become the subject of such a claim, Artist shall take all necessary action to correct any such infringement or misappropriation to give the City the right to continue using the Work.

C. Artist’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. Artist’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.

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

E. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Artist under the terms of this indemnification obligation. The Artist shall obtain, at its own expense, any additional insurance beyond that obtained by CAPU that it deems necessary for the City’s protection.

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

13. Notices. All notices required to be given to the City, CAPU or the Artist shall be in writing and sent by certified mail, return receipt requested, to:

Artist: Nalye Lor
2987 E. 135th Lane
Thornton, Colorado 80241

City: Mayor
1437 Bannock Street, Room 350
Denver, Colorado 80202

Director, Division of Real Estate
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202

City Attorney's Office
201 W. Colfax Avenue, Department 1207
Denver, Colorado 80202

CAPU: Colorado Asian Pacific United
3411 South Flanders Way
Aurora, Colorado

Any party may designate in writing from time to time the address of substitute or additional persons to receive such notices. The effective date of service of any such notice is the date it is actually received.

14. Compliance with Laws. All persons or entities utilizing the Premises pursuant to this Agreement shall observe and comply with the applicable provisions of the Charter, ordinances, and rules and regulations of the City and with all applicable Colorado and federal laws.

15. Applicable Law; Venue. This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Colorado and the United States of America. Venue for any legal action relating to this Agreement shall lie solely in the District Court in and for the City and County of Denver.

16. Amendment. This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect whatsoever, unless embodied in writing in the same formality as this Agreement. Any representations made by any officer, agent or employee of the respective parties unless included in this Agreement are null and void and of no effect. No subsequent notation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties in the same formality as this Agreement.

17. Severability. The promises and covenants contained in this Agreement are several in nature. Should any provision of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement. However, if the License is deemed invalid or unenforceable, the Agreement shall terminate.

18. Survival of Certain Agreement Provisions. The parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

19. Exhibits. All exhibits attached to this Agreement are incorporated in this Agreement by reference. To the extent there is a conflict or inconsistency between the language of this Agreement and any exhibit, the language of this Agreement shall control.

20. Third Party Beneficiaries. It is expressly understood and agreed upon that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Artist, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person of this Agreement, including but not limited to subcontractors, subconsultants, and suppliers. It is the express intention of the City and the Artist that any person other than the City or the Artist receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

21. Appropriation. All obligations of the City under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City.

22. Conflict of Interest by City Officers. The Artist represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

23. No Construction against the Drafting Party. The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any party merely because any provisions of this Agreement were prepared by a particular party.

24. Electronic Signatures and Electronic Records. The Artist consents to the use of electronic signatures. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the

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

25. Examination of Records. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Artist's performance pursuant to this Lease, provision of any goods or services to the City, and any other transactions related to this Lease. Artist shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Lease or expiration of the applicable statute of limitations. When conducting an audit of this Lease, 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 Artist to make disclosures in violation of state or federal privacy laws. Artist shall at all times comply with D.R.M.C. 20-276.

26. Signature Authority. The persons who affixed the signatures hereto on behalf each Party attest and affirm they have Artist to execute this Agreement on behalf each Party.

27. Execution. This Agreement shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver. The Effective Date of this Agreement shall be the date the City delivers a fully executed copy of this Agreement to Artist.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:
LOR

FINAN-202265297-00
COLORADO ASIAN PACIFIC UNITED and NALYE

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

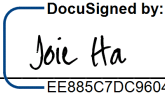
By:

By:

Contract Control Number:
Contractor Name:
LOR

FINAN-202265297-00
COLORADO ASIAN PACIFIC UNITED and NALYE

COLORADO ASIAN PACIFIC UNITED

By:  _____
EE885C7DC96045B...

Name: Joie Ha
(please print)

Title: Vice-Chair, Colorado Asian Pacific United
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:
LOR

FINAN-202265297-00
COLORADO ASIAN PACIFIC UNITED and NALYE

NALYE LOR

By:  _____
A1509AE421A7465...

Name: Nalye Lor
(please print)

Title: Artist
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

**Exhibit A - Allowable Uses and
Restrictions**

Allowable Uses:

- Artist may complete the Work on the exterior surfaces of existing structure located upon the Premises subject to the following restrictions.

Restrictions:

- The Work shall be completed by Artist in strict conformance with the design previously approved by City's Arts & Venue Department and Denver Fire Department
- In the interest of safety, Artist shall not enter the interior, place persons or equipment near or in front of any entrance or exits, upon the roof, or otherwise modify the existing structures located on the Premises in any way without the express written permission of the City.
- Prior to the termination of the Agreement, Artist shall clean-up its impacts to the Premises other than the Work, which may remain, and remove all supplies, equipment, and waste from the Premises.

EXHIBIT B
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2023

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

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

PRODUCER Patrick Murakami 31 N Tejon St #300 Colorado Springs CO 80903	CONTACT NAME: Patrick Murakami PHONE (A/C, No, Ext): (719) 309-6439		FAX (A/C, No):
	E-MAIL ADDRESS: patrickm@themainstreetagency.com		
INSURED Colorado Asian Pacific United 3411 S FLANDERS WAY AURORA CO 80013-3773	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
		INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			NBP1566321	12/21/2022	12/21/2023	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
	UMBRELLA LIAB						PRODUCTS - COMP/OP AGG	\$	
	EXCESS LIAB							\$	
	DED						RETENTION \$	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <small>If yes, describe under DESCRIPTION OF OPERATIONS below</small>	Y / N	N / A				PER STATUTE	\$	
							OTH-ER	\$	
							E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

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

Waiver of subrogation applies to the City of Denver

The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured

CERTIFICATE HOLDER City 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 Patrick Murakami
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