

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (this “**Agreement**”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized and existing under and by virtue of Article XX of the Constitution of the State of Colorado (the “**City**”), and **CEGC, LLC**, a Colorado limited liability company located at 2050 S. Josephine St. Apt. 5, Denver, CO 80210 (“**Sponsor**”).

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

Sponsor is a limited liability company that provides activation footprints at concerts or Films on the Rocks (FOTR). Sponsor would like to obtain certain sponsorship opportunities in connection with Red Rocks Amphitheatre (the “**City Venue**”).

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

2. **AGREEMENT**: By and in consideration of the mutual promises set forth hereafter, the parties agree as follows:
 - 2.1 **Grant of Sponsorship Rights and Benefits**. Sponsor shall be entitled to the rights and benefits, including the licensed tradename use, set forth in **Exhibit A** during the Term (as defined below). Any unused tickets, hospitality, and assets will not rollover from one season to the next and must be utilized in each term year.
 - 2.2 **Sponsorship Rights Fees**. In consideration of the rights and benefits provided to Sponsor as set forth in this Agreement, Sponsor shall pay to the City the fees set forth in **Exhibit B**.
 - 2.3 **Uses and Protection of Trademarks/Service Marks and Other Intellectual Property**. The City and Sponsor each acknowledge that the other party owns certain names, trademarks, service marks, copyrights and other intellectual property associated with their respective businesses which marks will be specifically identified on **Exhibit C** (hereinafter collectively referred to as “**Marks**”), and each owns certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks.

It is agreed and understood that in marketing and promoting events at the City Venue (the “**Events**”) and various activities associated therewith, the City and Sponsor may make various references to each other and may

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

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

Except as set forth on **Exhibit A**, neither party is granted any right or license under this Agreement to sell or otherwise distribute for sale, any of the promotional advertising material or items related thereto, unless specifically set forth herein. Advertising for products sold as described on **Exhibit A** shall state in legible font "The tradename Red Rocks™ is a registered trademark of the City and County of Denver used with permission. All rights reserved." If a party desires to sell or distribute for sale any other of such materials or other merchandising or novelty items bearing the Marks of the other party, then it shall request permission to do so from the other party and, if granted, the parties shall negotiate in good faith an amendment to this Agreement or a separate licensing agreement covering such materials or items before they may be sold or distributed for sale.

- 2.4 **Third Party Infringement.** The City is not responsible for any third party infringement of Sponsor's copyrights, and is not responsible for protecting the intellectual property rights of Sponsor.
- 2.5 **Filming of Sponsor Marks.** Sponsor understands and acknowledges that the City often issues film permits to persons and entities wishing to film at a City Venue, whether still, motion picture, or otherwise. Notwithstanding any other provision of this Agreement, Sponsor recognizes and permits the City to issue such permits to persons and entities, to include Sponsor's Marks and surrounding site, and Sponsor holds the City harmless therefore.

Sponsor will not hold or seek to hold the City liable in any way for the acts of any person or entity utilizing such a film permit, or their filming or use of the Sponsor's Marks.

2.6 Approval of Promotional Concepts. Each party reserves the right to approve all promotional concepts, which the other party wishes to use in connection with its identification with the first party. Under no circumstances will promotions which reflect unfavorably upon the City, or which are prohibited or restricted by law, rule, regulation, or executive order, be approved by the City.

2.7 Exclusivity. This Agreement between the City and Sponsor, including the rights and benefits provided herein, shall NOT be exclusive.

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

2.8 Independent Status. It is agreed and understood between the parties that nothing contained herein shall constitute or imply an agreement or understanding of joint venture, agency, partnership or employment between the parties, and neither party shall have the authority to incur any financial or contractual obligations on behalf of the other party. Sponsor shall have no power of direction and control over the City or the City's employees, agents, subcontractors, or volunteers, or the manner or method utilized by the City in the performance of its functions. The City shall determine and have sole discretion over the manner and methods utilized to achieve the results desired by Sponsor and shall be solely responsible for the direction, control and supervision of Sponsor's acts and those of Sponsor's agents, employees, volunteers, and subcontractors relating to the performance of this Agreement.

2.9 Indemnification. Sponsor shall (i) defend, release, indemnify and save and hold harmless the City and (ii) with respect to the serving, selling, and/or sampling by Sponsor of Sponsor products, release, indemnify and save and hold harmless ARAMARK Sports and Entertainment Services, LLC, a Delaware limited liability company ("**Aramark**"), as concessionaire of the Red Rocks Amphitheatre (including the Visitor Center and Trading Post) and the Denver Coliseum: (x) against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City or Aramark ("**Damages**"), and (y) from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, including workers' compensation claims, of or by anyone whomsoever ("**Claims**"). Sponsor's foregoing obligations shall apply to Damages and Claims in any way resulting from or arising out of and to the extent caused by acts, errors, or

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

2.10 Insurance.

- a) General Conditions: Sponsor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Sponsor shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the 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, Sponsor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Sponsor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Sponsor. The Sponsor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- b) Proof of Insurance: Sponsor may not commence services or work relating to this Agreement prior to placement of coverages required

under this Agreement. Sponsor certifies that the certificate of insurance attached as **Exhibit E** preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Sponsor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

- c) Additional Insureds: For Commercial General Liability, Sponsor and Sponsor's subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- d) Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability – if required, Sponsor's insurer shall waive subrogation rights against the City.
- e) Subcontractors and Subconsultants: Sponsor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Sponsor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- f) Workers' Compensation/Employer's Liability Insurance: The parties recognize and agree that Sponsor is engaged in an independent occupation and profession and is free from control and direction in the performance of the services contracted for herein consistent with that mandated by C.R.S. §8-40-202(2)(a). It is understood and agreed by the parties that the City does not (1) require Sponsor to work exclusively for the City, provided that Sponsor may have elected to work exclusively for the City for the period of time specified in the term of this Agreement; (2) establish a quality standard for Sponsor, provided that the parties agree that while the City may provide plans regarding its expectancy of the work to be performed by Sponsor, the City will not oversee the actual work of Sponsor or instruct Sponsor as to how the work will be performed; (3) pay a salary or hourly wage to Sponsor instead of the fixed contract rate stated herein; (4) terminate the work of Sponsor for cause during the term of this Agreement unless Sponsor violates the terms of this Agreement or fails to produce a work product or result that meets the

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

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

- g) **Commercial General Liability**: Sponsor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and in the aggregate.
- h) **Personal Automobile Insurance**: Sponsor shall ensure personal automobile insurance is in force with current state minimum limits for all vehicles used in performing services under this Agreement. Sponsor represents, as material representations upon which the City is relying, that Sponsor does not own any fleet vehicles and that in performing Services under this Agreement, Sponsor's owners, officers, directors, and employees use their personal vehicles. Sponsor shall ensure that any person operating a motor vehicle in performing Services under this Agreement shall keep in full force Personal Auto Liability coverage with minimum required limits.

2.11 **Term**. The term of this Agreement shall commence as of January 1, 2023 (the "**Effective Date**"), and shall end at 12 o'clock midnight on December 31, 2023 (the "**Term**").

2.12 **Termination**. Either party may terminate this Agreement as follows:

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

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

2.14 Miscellaneous General Provisions.

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

- d) Severability. Any provisions of this Agreement prohibited by law, or found to be invalid by any court or agency having jurisdiction thereof, shall be ineffective to the extent of such prohibition or invalidity, without in any way invalidating or affecting the remaining provisions of this Agreement.
- e) Counterparts. This Agreement may be executed in any number of counterparts, who together shall constitute one and the same instrument, but shall be effective only upon execution by each of the parties named below.
- f) Notice. Any notice, request, approval or consent under this Agreement to be given by either party to the other shall be given in writing, and shall be considered served when delivered in person, or three (3) days after the date mailed by certified or registered mail, return receipt requested, addressed to the recipient at its address set forth below, or to such other address as the recipient may subsequently have furnished in writing to the sender.

CITY:

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

SPONSOR:

CEGC, LLC
2050 S. Josephine St. Apt. 5
Denver, CO 80210

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

implementing alternative means of compliance with its contractual obligations hereunder.

- h) Governing Law, Venue. This Agreement shall be governed by and interpreted under the laws of the State of Colorado and the City and County of Denver. Any action regarding this Agreement shall be filed in the District Court in and for the Second Judicial District of the State of Colorado, without regard to any statute or rule of law which would suggest or require another venue.
- i) Authority. The City and Sponsor represent and warrant that each, respectively, has full power and authority to enter into this Agreement.
- j) Exhibits. All references to exhibits herein are to exhibits that are specifically incorporated by reference to this Agreement.
- k) Headings. All headings and captions are for convenience only, and shall in no way affect their construction and interpretation.
- l) Survival. The provisions of this Agreement, and the obligations of the parties which, by their own terms, contemplate actions to be performed after termination, including, but not limited to, payment of fees and other consideration, and the terms of this Agreement regarding indemnification, effect of termination, governing law, venue, and Marks, shall survive the termination of this Agreement.
- m) No Express Or Implied Agency. This Agreement shall not be valid or binding in any way upon the City until fully executed by the City's authorized representatives appearing below.
- n) No Discrimination In Employment. In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.
- o) No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Sponsor, and nothing

contained in this Agreement gives or allows any claim or right of action to any third person or entity. It is the express intention of the City and Sponsor that any person other than the City or Sponsor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

- p) 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 Sponsor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Sponsor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Sponsor to make disclosures in violation of state or federal privacy laws. Sponsor shall at all times comply with D.R.M.C. 20-276.
- q) Electronic Signatures and Electronic Records. Sponsor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[Remainder of page intentionally left blank.]

Contract Control Number: THTRS-202265983-00
Contractor Name: CEGC, LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

THTRS-202265983-00
CEGC, LLC

By: Cameron Smith

Name: Cameron Smith
(please print)

Title: Owner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Colorado Threads
2023 Scope of Sponsorship Benefits
Exhibit A

YOGA ON THE ROCKS ASSETS

On-Site:

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

Digital:

- One (1) slide in the Yoga on the Rocks slide show for all ten (10) 2023 Yoga on the Rocks events.
- Logo placement on the Yoga on the Rocks website.
- Rights to Yoga on the Rocks name and marks.

Apparel:

- Opportunity to produce and sell official Yoga on the Rocks (YOTR) event branded apparel.
*(Up to four 4 designs per item – T-shirt, tank top, yoga pants and/or beanies). Sponsor and DAV will split gross sales of such apparel as set forth on Exhibit B.

RED ROCKS ASSETS

Concert Activation

- Colorado Threads will receive an opportunity for a 10' x 10' activation footprint at one (1) concert or Film on the Rocks (FOTR) film mutually agreed upon each Contract Year for sponsor promotion/sales opportunities. A separate sales/commission agreement will be executed with Red Rocks concessionaire. Merchandise is subject to artist, Aramark and Denver Arts and Venues approval.

FIVE POINTS JAZZ FESTIVAL ASSETS

On-Site:

- One (1) 10' x 10' promotional footprint during the Five Points Jazz Festival (5PJF) for vendor sales. Final artwork will be mutually agreed upon by City and Sponsor in writing.

Apparel:

- Opportunity to produce and sell official Five Points Jazz Festival event branded apparel.
*(Up to four (4) designs per item – T-shirt, tank top, hats and/or beanies). Sponsor and DAV will split gross sales of such apparel as set forth on Exhibit B.

Exhibit B
Fee Schedule

Annual Sponsorship Fee - \$10,815

Sponsorship fee will be paid according to the following schedule:

2023

Payment 1: \$2,700 due at completion of final (signed) contract.

Payment 2: \$2,700 due on 6/30/2023

Payment 3: \$2,700 due on 8/31/2023

Payment 4: \$2,715 due on 10/31/2023

Apparel Revenue Split:

Sponsor and DAV shall split apparel gross sales revenue, as permitted in Exhibit A, with 60% going to Sponsor and 40% going to DAV.

Exhibit C

(exhibit follows)



Exhibit D
(To Follow)

EXHIBIT D
ARTS & VENUES DENVER
VENUE SPONSORSHIP POLICY

Updated March 9, 2023

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

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

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

SPONSORSHIP CATEGORIES

- Beer/Malt Beverages
- Hard Seltzer
- Non-Alcoholic Beverages
- Natural Spring Water and Bottled Water
- Spirits/Liquor
- Spirits/Wine
- Waste and Recycling
- Airline

CURRENT SPONSORS

MolsonCoors
Mark Anthony Brands (White Claw)
Coca-Cola
Eldorado and Dasani
Pernod Ricard
Ste. Michelle Wine Estates
GFL
Southwest Airlines (Red Rocks only)

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

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

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

A&V Marketing Department Contacts

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

Or

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

EXHIBIT E
CERTIFICATE(S) OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YYYY)
06/02/2022

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

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

PRODUCER INTUIT INSURANCE SERVICES, INC. 2700 COAST AVENUE MOUNTAIN VIEW, CA 94041	Phone: Fax:	CONTACT NAME: JENNIE KIM (NPN: 17911454) PHONE (A/C, No. Ext): 1 (800) 515-8366 FAX (A/C, No): E-MAIL ADDRESS: QBINSURANCEHELP@INTUIT.COM																					
INSURED Colorado Threads, LLC 2050 S Josephine St Apt 5 Denver, CO 80210	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :</td><td>ARCH INSURANCE COMPANY</td><td>11150</td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	ARCH INSURANCE COMPANY	11150	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																							
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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	EFF DATE (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ Policy ☐ Project ☐ LOC ☐ Other			QBBOP4588300	06/03/2022	06/03/2023	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
			GENERAL AGGREGATE \$ 2,000,000				
			PRODUCTS - COMP/OP AGG \$ 2,000,000				
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	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)

As required by written contract, The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

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

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

JENNIE KIM *Jennie Kim*



GEICO CASUALTY COMPANY

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

MAILING ADDRESS

CAMERON SMITH

2050 S JOSEPHINE ST APT 5

DENVER CO 80210

Policy Number: 6018091907

Effective Date: 09-05-22

Expiration Date: 03-05-23

Registered State: COLORADO

To whom it may concern:

This letter is to verify that we have issued coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2017

Make: HONDA

Model: CIVIC

VIN: SHHFK7H50HU406059

COVERAGES

LIMITS

DEDUCTIBLES

Bodily Injury Liability

Each Person/Each Occurrence

\$25,000/\$50,000

Property Damage Liability

\$25,000

Medical Payments

\$5,000

Comprehensive (Excluding Collision)

This Coverage Is Not Mandatory

\$1,000 Ded

Collision

This Coverage Is Not Mandatory

\$1,000 Ded

Emergency Road Service

This Coverage Is Not Mandatory

ERS FULL

Rental Reimbursement

This Coverage Is Not Mandatory

\$35 Per Day / \$1,050 Max

Uninsured & Underinsured Motorists

Each Person/Each Occurrence

\$25,000/\$50,000

____ **Lienholder**

____ **Additional Insured**

____ **Interested Party**

Additional Information:

Issue Date: 12-07-22



GEICO CASUALTY COMPANY

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS, AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE OR EMAIL.

EXHIBIT F
Separate Declaration Regarding Independent Status

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

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

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

[Signature]
Executive Director, Department

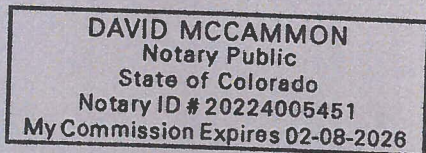
Cameron Smith
Signature of Contractor

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

Subscribed and sworn to before me this 27 day of February, 2023,
by Ginger White-Bruetti as Executive Director, Department.

Witness my hand and official seal.

My commission expires: 2/8/26



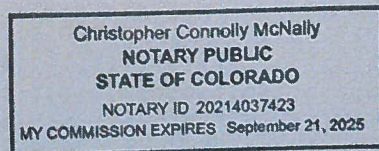
[Signature]
Notary Public
1345 Champa St. Denver, CO 80204
Address

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

Subscribed and sworn to before me this 24th day of February,
2023 by Cameron Smith as Contractor.

Witness my hand and official seal.

My commission expires: September 21, 2025



Christopher McNally
Notary Public
6405 E Hampden Ave Denver CO 80202
Address