

**SPONSORSHIP AGREEMENT**  
(Exclusive Sponsor)

**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 **DENVER REGION TOYOTA DEALERS ADVERTISING GROUP, INC.**, a Colorado nonprofit corporation, with an address of P.O. Box 61019, Denver, Colorado 80206 (“**Sponsor**”).

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

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

Sponsor is a nonprofit automobile association that provides Toyota advertising and would like to obtain certain sponsorship opportunities in connection with Red Rocks Amphitheatre and the Colorado Convention Center.

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

**AGREEMENT:** By and in consideration of the mutual promises set forth hereafter, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence as of **June 1, 2024** (the “**Effective Date**”), and shall end at 12 o’clock midnight on **May 31, 2027** (the “**Term**”). For purposes of this Agreement, a “Contract Year” shall mean each period commencing on January 1 and ending on the following December 31 throughout the Term. The Term may not be increased without approval of Bond Counsel.
2. **Grant of Sponsorship Rights and Benefits.** For each Contract Year of this Agreement, Sponsor shall be entitled to the rights and benefits set forth in **Exhibit A**. With the exception of ticket benefits, Sponsorship rights or benefits not used in one Contract Year will “carry over” or otherwise be available in an ensuing Contract Year. However, no benefits may be carried over beyond the expiration or termination of the Agreement. In the event that City cannot provide

any of the advertising or promotional benefits set forth in the Agreement for any reason other than a Force Majeure Event, including, but not limited to, by reason of (a) any present or future contracts entered into by, as well as the Constitution, By-Laws and all other rules of any and all entities or organizations having jurisdiction over the advertising and promotional rights and benefits set forth herein, or (b) City's unreasonable conditioning, withholding or delaying of its approval of any Sponsor's advertising or promotional materials, then City shall instead provide to Sponsor a substitute advertising or promotional benefit of comparable value, as a "make good" for the loss of such advertising benefit.

3. Sponsorship Rights Fees. In consideration of the rights and benefits provided to Sponsor as set forth in this Agreement, Sponsor shall pay to the City the fees set forth in Exhibit B and in accordance with the schedule set forth in Exhibit B. The rights fees may not be amended without approval of Bond Counsel.
4. Uses and Protection of Trademarks/Service Marks and Other Intellectual Property. The City and Sponsor each acknowledge that the other party owns or is licensed to use 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 and other A&V programs and events (the "**Events**") and various activities associated therewith, the City and Sponsor may make various references to each other and may display the Marks of the City and Sponsor as well as photographs or graphic images of these activities. Each party grants to the other a non-exclusive, non-transferable license to use its Marks during the Term of this Agreement, subject to the terms and conditions hereafter set forth, solely in connection with advertising and promoting the Events and activities incidental thereto. The City and Sponsor shall agree in writing as to the form and content of any promotional or advertising materials which bear the other party's Marks, and the media in which such materials are to be used prior to their use, which approval the parties shall not unreasonably withhold. Such use may be subject to such reasonable conditions as either party may impose, including, but not limited to, conditions affording each party adequate protection of its Marks. Upon termination or expiration of this Agreement, both parties shall cease all use of the Marks of the other party as soon as practicable, but, in any event, within 30 days, unless the particular media which has been approved requires a longer lead time, but in no event longer than 90 days.

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

Neither party is granted any right or license under this Agreement to sell or otherwise distribute for sale, any of the promotional advertising material or items related thereto, unless specifically set forth herein. If a party desires to sell or distribute for sale any of such materials or other merchandising or novelty items bearing the Marks of the other party, then it shall request

permission to do so from the other party and, if granted, the parties shall negotiate in good faith a separate licensing agreement covering such materials or items before they may be sold or distributed for sale.

5. 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.
6. Exclusivity. This Agreement between the City and Sponsor contained herein shall be exclusive. As used herein “exclusive” means that the City will not enter into a contract or other legally binding arrangement conferring sponsorship rights for Red Rocks Amphitheatre and Colorado Convention Center, as shown on Exhibit A. Sponsor acknowledges that the City cannot control certain components of the City Venues when promoters or other tenants rent or otherwise use the City Venues; competing brand logos, signage, and the like may be visible or competing products otherwise promoted at these times and will not constitute a breach of this Agreement. In addition, the City may, without breaching this Agreement, enter into booking agreements for the use of the City Venues with entities who may compete or have sponsors that compete with Sponsor.

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

7. 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.
8. 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.

## 9. Insurance.

9.1. 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 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, 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.

9.2. 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.

- 9.3. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Sponsor and any subcontractor/consultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
  - 9.4. Waiver of Subrogation: For all coverages required under this Agreement, Sponsor's insurer shall waive subrogation rights against the City.
  - 9.5. Subcontractors and Subconsultants: Sponsor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by Sponsor and appropriate to their respective primary business risks considering the nature and scope of services provided.
  - 9.6. Workers' Compensation/Employer's Liability Insurance: Sponsor 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.
  - 9.7. Commercial General Liability: Sponsor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
  - 9.8. Automobile Liability: Sponsor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
10. Requirements of the Financings. The parties agree that due to the Financings of the City Venues that this Sponsorship Agreement must be and has been approved by Bond Counsel, currently Kutak Rock LLP, 1801 California Street, Suite 3000, Denver, CO 80202. It is understood that the use of City Venues is restricted by the Bond Ordinances, and by all applicable rules, regulations, statutes or ordinances promulgated by any federal, state or municipal agency having jurisdiction over the City Venues. The parties agree that the Bond Ordinances permit the terms of the Sponsorship Agreement as written and that Sponsor shall comply with all IRS regulations and take no action that would jeopardize the tax-exempt status of the Bonds. This Sponsorship Agreement approval by Bond Counsel is attached hereto as **Exhibit F**. The Sponsor agrees that in its activities and occupancy hereunder it will comply with all of the terms and conditions of the Financings as those requirements are stated in this Agreement and that it will take no action, nor omit to act in any manner, which would cause the City to breach or be in default under the Financings.

11. Termination. The City and Sponsor may terminate this Agreement as follows:

- 11.1. If the other party (i.e., the City or Sponsor) 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.
- 11.2. If the other party (i.e., the City or Sponsor) 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.
- 11.3. 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, the City and Sponsor shall cease using the other party's Marks. As soon as practicable after termination, the parties 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.

12. Miscellaneous General Provisions.

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.
- 12.4. 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.

- 12.5. 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.
- 12.6. 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  
Denver, Colorado 80204

With a copy to:

City and County of Denver  
Finance Director, Arts and Venues Division  
1345 Champa Street  
Denver, Colorado 80204

SPONSOR:

Denver Region Toyota Dealers Advertising Group, Inc.  
P.O. Box 61019  
Denver, Colorado 80206

- 12.7. 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.
- 12.8. 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.

- 12.9. Authority. Each party represents and warrants that each, respectively, has full power and authority to enter into this Agreement.
- 12.10. Exhibits. All references to exhibits herein are to exhibits that are specifically incorporated by reference to this Agreement.
- 12.11. Headings. All headings and captions are for convenience only, and shall in no way affect their construction and interpretation.
- 12.12. 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.
- 12.13. 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.
- 12.14. No Discrimination In Employment. In connection with the performance of work under the Agreement, the Sponsor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Sponsor shall insert the foregoing provision in all subcontracts.
- 12.15. 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.
- 12.16. Examination of Records and Audits: 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.

12.17. Compliance with Denver Wage Laws: To the extent applicable to the Sponsor's provision of Services hereunder, the Sponsor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Sponsor expressly acknowledges that the Sponsor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Sponsor, 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.

12.18. Electronic Signatures and Electronic Records. Sponsor consents to the use of electronic signatures. This Agreement, and any other documents requiring a signature hereunder, 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.

[Remainder of page intentionally left blank.]

**Contract Control Number:** THTRS-202473031-00  
**Contractor Name:** DENVER REGION TOYOTA DEALERS  
ADVERTISING GROUP, INC.

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

THTRS-202473031-00  
DENVER REGION TOYOTA DEALERS  
ADVERTISING GROUP, INC.

By:  \_\_\_\_\_  
BF76C89B6E064D9...

Name: Deck Hughes  
(please print)

Title: President  
(please print)

ATTEST: [if required]

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

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

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

**Scope of Sponsorship Benefits  
Exhibit A**

**RED ROCKS ASSETS**

**Designation:**

- Sponsor will be designated as the Official and Exclusive Automobile Partner and Vehicle of Red Rocks Amphitheatre
- Rights to use the designation, “Official Vehicle Of Red Rocks Amphitheatre”

**Entitlement:**

- Sponsor will be designated as the “Red Rocks Season presented by Toyota”
- Sponsor will receive logo integration as the Presenting partner of the Red Rocks season
- Sponsor will receive inclusion in all Denver Arts & Venues managed media supporting the Red Rocks season
- Sponsor will receive placement with the Summer Season logo on all Venue staff shirts (Approximately 300 total shirts)
- Sponsor will be designated as the presenting partner of SnowShape starting in 2025.

**Rights to Marks:**

- Rights to non-exclusive use of the following Denver Arts & Venues marks for marketing collateral, media and online promotions upon written approval of Denver Arts & Venues for each use
  - Red Rocks Amphitheatre
  - Yoga on the Rocks
  - SnowShape
  - Film on the Rocks

**On-site:**

- One (1) vehicle display on the Red Rocks Upper Plaza during each contract year
  - Sponsor to provide vehicle display platform
  - Activation plans and any giveaways must be approved by Denver Arts & Venues
- One (1) 10’ x 10’ activation footprint for up to twenty (20) concerts
  - Activation footprint size to be mutually agreed upon
  - Activation plans and any giveaways must be approved by Denver Arts & Venues

**Signage:**

- Five (5) parking lot entitlements for all Red Rocks concerts with a minimum of ten (10) parking lot signs.
  - Branding and messaging must be approved by Denver Arts & Venues
- Four (4) entrance gate entitlements for all publicly ticketed Red Rocks events with a minimum of one (1) sign per gate.
  - Branding and messaging must be approved by Denver Arts & Venues
- One (1) co-branded, Red Rocks fan centric slide in the Red Rocks intermission slide show at all public, ticketed events at Red Rocks Amphitheatre
  - Branding and messaging must be approved by Denver Arts & Venues

- One (1) rotating co-branded Red Rocks fan centric advertisement on the Red Rocks LED screens located within the Visitors Center
  - Branding and messaging must be approved by Denver Arts & Venues
- One (1) - video feature to be played in the Visitors Center Theater
  - Branding and messaging must be approved by Denver Arts & Venues

**In-Market Promotion:**

- One (1) mutually agreed upon enter-to-win promotion fully integrated at local Toyota Dealerships.
  - Promotion will be mutually agreed upon and is subject to approval by Denver Arts & Venues
  - Promotion to be hosted by Sponsor
  - All in-dealership promotional materials will be produced and paid for by Sponsor

**Social Media:**

- Four (4) Red Rocks fan experience focused posts to promote on-site activities and encourage attendee engagement
  - Messaging will be mutually agreed upon and is subject to approval by Denver Arts & Venues
  - Social media posting platform(s) to be determined by Denver Arts & Venues

**Digital:**

- One (1) rotating homepage ad on the Red Rocks Amphitheatre website
  - Minimum 500,00 impressions
  - Branding and messaging must be approved by Denver Arts & Venues
- Logo inclusion the Red Rocks sponsor landing page

**Hospitality:**

- Sponsor will receive four (4) tickets to all publicly ticketed events for all Red Rocks events each contract year.
  - Sponsor can use the tickets for in-market promotions or employee incentives

**YOGA ON THE ROCKS ASSETS**

**Digital:**

- Logo inclusion the Yoga on the Rocks landing webpage
- Logo inclusion on the Know Before You Go email for each Yoga on the Rocks event

**Signage:**

- One (1) co-branded, Red Rocks fan centric slide in the Yoga on the Rocks slide show
  - Branding and messaging must be approved by Denver Arts & Venues.

**On-site:**

- One (1) 10' x 10' activation footprint for up to ten (10) Yoga on the Rocks events each year
  - Activation footprint size to be mutually agreed upon
  - Activation plans and any giveaways must be approved by Denver Arts & Venues

**Hospitality:**

- Sponsor will receive twelve (12) tickets to all Yoga on the Rocks events each contract year.
  - Sponsor can use the tickets for in-market promotions or employee incentives

**SNOWSHAPE ASSETS**

**Digital:**

- Logo inclusion the SnowShape landing webpage
- Logo inclusion on the Know Before You Go email for each SnowShape event

**Signage:**

- One (1) co-branded, Red Rocks fan centric slide in the SnowShape slide show
  - Branding and messaging must be approved by Denver Arts & Venues

**On-site:**

- One (1) 10' x 10' activation footprint for up to four (4) SnowShape events each year
  - Activation footprint size to be mutually agreed upon
  - Activation plans and any giveaways must be approved by Denver Arts & Venues

**FILM ON THE ROCKS ASSETS**

**Digital:**

- Logo inclusion the Film on the Rocks landing webpage
- Logo inclusion on the Know Before You Go email for each Film on the Rocks event

**Signage:**

- One (1) co-branded, Red Rocks fan centric slide in the Film on the Rocks slide show
  - Branding and messaging must be approved by Denver Arts & Venues

**On-site:**

- One (1) 10' x 10' activation footprint for up to six (6) Film on the Rocks events
  - Activation footprint size to be mutually agreed upon
  - Activation plans and any giveaways must be approved by Denver Arts & Venues

**DENVER PERFORMING ARTS COMPLEX ASSETS**

**Signage:**

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

## Exhibit B – Sponsorship Fees

### Year 1

June 1, 2024 – December 31, 2024

Sponsorship Fee - \$410,000

Payment 1: \$205,000 Due upon execution of agreement and receipt of invoice

Payment 2: \$205,000 Due July 15, 2024

### Year 2

January 1, 2025 – December 31, 2025

Sponsorship Fee - \$410,000

Payment 1: \$205,000 Due January 15, 2025

Payment 2: \$205,000 Due July 15, 2025

### Year 3

January 1, 2026 – December 31, 2026

Sponsorship Fee - \$410,000

Payment 1: \$205,000 Due January 15, 2026

Payment 2: \$205,000 Due July 15, 2026

**Total Amount: \$1,230,000.00**

Exhibit C

(Marks to Follow)





# YOUR FRONT RANGE TOYOTA STORES

**AutoNation Toyota**  
Arapahoe

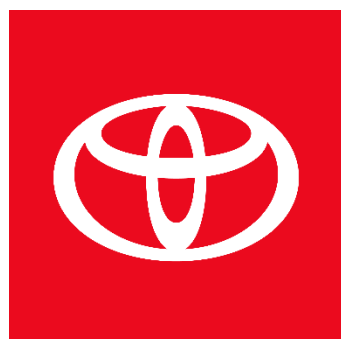
**GROOVE**  
TOYOTA

**STEVINSON**  
TOYOTA EAST

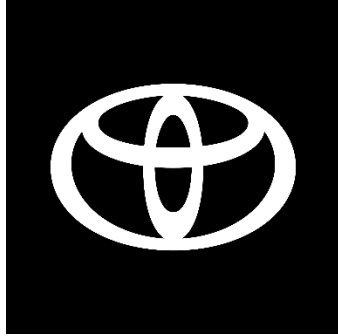
**CORWIN**  
TOYOTA  
Boulder

**MOUNTAIN STATES TOYOTA**

**STEVINSON**  
TOYOTA WEST

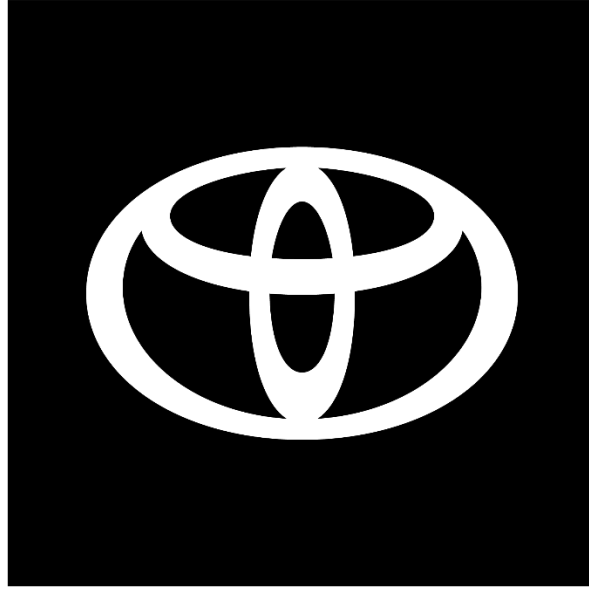


**TOYOTA**



**TOYOTA**





**TOYOTA**

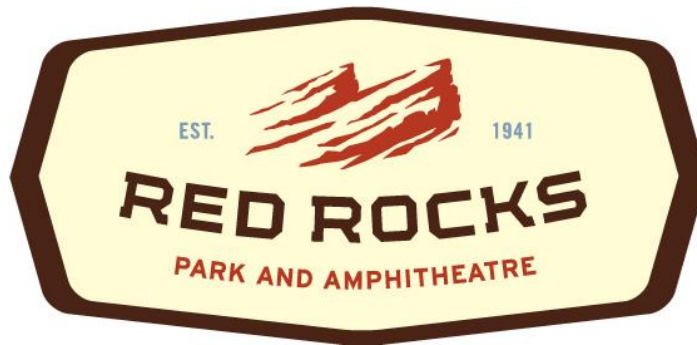




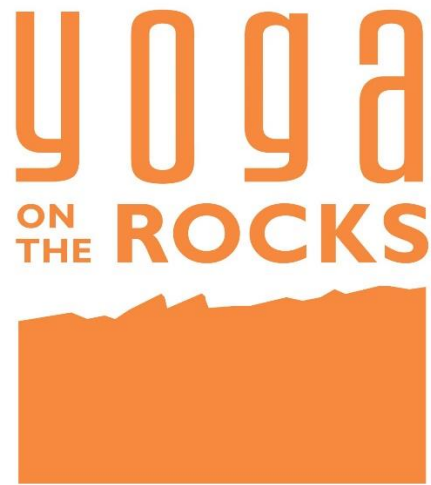
**TOYOTA**



EST | DENVER | 1951  
**COLISEUM**







## **ARTS & VENUES DENVER VENUE SPONSORSHIP POLICY**

Updated July 12, 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
- Energy Drink
- Sparkling Water and Iced Tea
- Natural Spring Water and Still Water
- Spirits/Liquor
- Spirits/Wine
- Airline

### **CURRENT SPONSORS**

MolsonCoors  
Mark Anthony Brands (White Claw)  
Coca-Cola  
Red Bull  
Liquid Death  
Eldorado and Liquid Death\*  
Pernod Ricard  
Ste. Michelle Wine Estates  
Southwest Airlines

\* Denver Art Complex: Dasani Water is allowed

- 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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/10/2024

**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).**

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 10901 W 120th Ave, Ste 100 Broomfield CO 80021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Shana Phillips</td> </tr> <tr> <td><b>PHONE (A/C No. Ext):</b> 303-444-4666</td> <td><b>FAX (A/C, No):</b> 303-444-8481</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> shana_phillips@ajg.com</td> </tr> </table>	<b>CONTACT NAME:</b> Shana Phillips		<b>PHONE (A/C No. Ext):</b> 303-444-4666	<b>FAX (A/C, No):</b> 303-444-8481	<b>E-MAIL ADDRESS:</b> shana_phillips@ajg.com									
<b>CONTACT NAME:</b> Shana Phillips															
<b>PHONE (A/C No. Ext):</b> 303-444-4666	<b>FAX (A/C, No):</b> 303-444-8481														
<b>E-MAIL ADDRESS:</b> shana_phillips@ajg.com															
<b>INSURED</b> Podium Marketing 823 Hogback Dr. Unit 1 Golden CO 80403-8069	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A :</b> Cincinnati Insurance Company</td> <td style="text-align: center;">10677</td> </tr> <tr> <td><b>INSURER B :</b> Farmington Casualty Company</td> <td style="text-align: center;">41483</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>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A :</b> Cincinnati Insurance Company	10677	<b>INSURER B :</b> Farmington Casualty Company	41483	<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>														
<b>INSURER A :</b> Cincinnati Insurance Company	10677														
<b>INSURER B :</b> Farmington Casualty Company	41483														
<b>INSURER C :</b>															
<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															

**COVERAGES** **CERTIFICATE NUMBER: 1119461824** **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPP 0490003	6/15/2023	6/15/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$		
EACH OCCURRENCE	\$ 1,000,000																						
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000																						
MED EXP (Any one person)	\$ 10,000																						
PERSONAL & ADV INJURY	\$																						
GENERAL AGGREGATE	\$ 2,000,000																						
PRODUCTS - COMP/OP AGG	\$ 2,000,000																						
	\$																						
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA 0490003	6/15/2023	6/15/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$						
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																						
BODILY INJURY (Per person)	\$																						
BODILY INJURY (Per accident)	\$																						
PROPERTY DAMAGE (Per accident)	\$																						
	\$																						
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP 0490003	6/15/2023	6/15/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$										
EACH OCCURRENCE	\$ 5,000,000																						
AGGREGATE	\$ 5,000,000																						
	\$																						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	UB3W252237	1/1/2024	1/1/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">X</td> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	X	PER STATUTE	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
X	PER STATUTE	OTH-ER																					
E.L. EACH ACCIDENT			\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE			\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT			\$ 1,000,000																				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The City and County of Denver, its elected and appointed officials, employees and volunteers are listed as additional insured. Waiver of subrogation applies to additional insureds as respects general liability and Workers compensation policies.

<b>CERTIFICATE HOLDER</b>  Denver Arts & Venues 1345 Champa Street Denver CO 80204	<b>CANCELLATION</b>  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 
--	--

**xhibit F**  
**Bond Counsel Approval**

**KUTAKROCK**

**Kutak Rock LLP**  
2001 16<sup>th</sup> Street, Suite 1800, Denver, CO 80202  
office 303.297.2400

April 24, 2024

City and County of Denver  
c/o Denver City Attorney's Office  
1437 Bannock, Room 353  
Denver, Colorado 80202

Re: Private Business Use Review and Analysis: Sponsorship Agreement (Exclusive Sponsor) between the City and County of Denver and Denver Region Toyota Dealers Advertising Group, Inc.

Ladies and Gentlemen:

We have been advised that the City and County of Denver (the "City") intends to enter into a Sponsorship Agreement (Exclusive Sponsor) with an effective date of March 1, 2024 (the "Agreement") with Denver Region Toyota Dealers Advertising Group, Inc. (the "Sponsor"). The Agreement contemplates sponsorship uses (the "Uses") by the Sponsor of the following facilities of the City (the "Facilities"): Red Rocks Amphitheatre; and Denver Performing Arts Complex. As consideration for the Uses, the Sponsor is to make annual fixed payments to the City. The City has indicated that certain or all of the Facilities have been financed or refinanced in whole or in part with tax-exempt bond or lease obligations ("Obligations"). The City has requested that we review the Agreement to determine whether private business use generated by the Agreement will cause the private business use limitations applicable to the Obligations imposed by Section 141 of the Internal Revenue Code of 1986 (the "Code") to be exceeded.

For the purpose of our review, the City has provided to us (1) on April 23, 2024, a draft copy of the Agreement (the "Draft Agreement") and a schedule allocating payments to be made by the Sponsor with respect to the Uses (the "Allocation Schedule"), and (2) on February 28, 2023, a schedule of insured values of City properties including the Facilities (the "Schedule of Insured Values").

The legal analysis contained in this letter assumes that the terms of the Agreement are negotiated through an arm's-length bargaining process, that the documents referenced in the preceding paragraph accurately reflect, as applicable, the Facilities, the Uses, the insured values of the Facilities and the allocations of payments to be made by the Sponsor under the Agreement, and that there will be no private business uses of any of the Facilities other than to the extent

**xhibit F**  
**Bond Counsel Approval****KUTAKROCK**

City and County of Denver  
c/o Denver City Attorney's Office  
April 24, 2024  
Page 2

identified to us during the term of our engagement, which commenced January 1, 2020. We have not conducted any independent diligence and have not taken any steps to verify (i) the accuracy of the documents referenced in the preceding paragraph, (ii) that there are no other private business uses of the Facilities and (iii) the validity and enforceability of the Agreement. We have reviewed the Draft Agreement and assume for the purpose of this letter that the execution version of the Agreement will not differ from the Draft Agreement.

The Internal Revenue Service has recognized in Private Letter Ruling 200323006 that an appropriate methodology for measuring private business use, when such use occurs simultaneously with governmental use, is to compare the fair market value of the contract resulting in private business use to the fair market value of the tax-exempt financed facility. Accordingly, applying this methodology to calculate the private business uses expected to be generated by the Agreement (using current insured values as estimates of fair market values), the Uses, in and of themselves, of the Facilities by the Sponsor under the Agreement will not cause the City to exceed the private business use limitations applicable to the Obligations under Section 141 of the Code and therefore will not adversely affect the exclusion from gross income for federal income tax purposes of any interest on the Obligations.

The scope of our engagement has not extended beyond the review of the Draft Agreement, the Schedule of Insured Values, the Allocation Schedule and certain private business use calculations we have prepared for our file. The conclusions expressed herein are based on existing laws on the date hereof, and we express no opinion as of any subsequent date or with respect to any pending or future proposed or final Treasury Regulations and legislation. The conclusions expressed herein are based on the stated initial terms of the Agreement and do not extend to any automatic extensions, renewal periods, amendments or continuations of the terms of the Agreement. Lastly, this letter has been prepared solely for your use and may not be relied on by any other person without our prior written consent.

Very truly yours,

  
Kutak Rock LLP

MME