

# CONCESSION AGREEMENT

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## CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (this “**Agreement**”) is entered into by and between the **City and County of Denver**, a municipal corporation organized and existing by virtue of Article XX of the Constitution of the State of Colorado, hereinafter called “**City**,” and **Aramark Sports and Entertainment Services, LLC** a Delaware corporation, hereinafter called the “**Concessionaire**.”

### WITNESSETH:

**WHEREAS**, City is the owner of the Red Rocks Amphitheatre, the Denver Coliseum, and other event and entertainment venues; and

**WHEREAS**, Concessionaire is engaged in the business of selling food, alcoholic and non-alcoholic beverages, and retail service, including concession, banquet and catering services, and consignment services; and

**WHEREAS**, except as specifically provided otherwise in this Agreement, City wishes to engage the Concessionaire to conduct the aforesaid business at the City Venues.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, conditions, privileges and obligations herein set forth, and intending themselves to be legally bound hereby, City and Concessionaire mutually agree as follows:

#### 1. DEFINITIONS.

Unless otherwise specifically indicated in this Agreement, the following words and phrases shall be defined as follows:

**Automated Vending** – foodservice vending from automatic machines.

**Denver Arts & Venues (DAV)** – is defined as an agency for the City and County of Denver that manages or oversees the City-owned or managed facilities including the Denver Coliseum, Red Rocks Amphitheatre, Denver Performing Arts Complex, McNichols Building, and Colorado Convention Center. The facilities managed by Denver Arts and Venues may be modified by the City from time to time by either adding or deleting property without amendment to this Agreement.

**Backstage Catering** – shall mean City-approved Catering Services (defined below) for performers and crew at the Facilities.

**Bootleg Security** – is defined as security hired specifically to monitor the Facilities and adjacent property for unlicensed or unauthorized merchandise and to prevent its sale.

**Branded Products** – shall refer to those Food and Beverage items (i) that are advertised, marketed and sold outside the Facilities to the general public under the same brand name in which

the Food and Beverage is offered for sale inside the Facilities and (ii) as to which the wholesale purchase price to Concessionaire (including royalty payments or similar fees) exceeds the wholesale purchase price of other similar products of comparable quality. Branded Products shall not include soft drinks or beer products.

**Catering Services** – shall mean the preparation, sales, and serving of food and beverage at a per-plate, per-person charge, where payment for the entire function rests with one individual or company including, but not limited to, table and banquet type meal service for conventions, assemblies, meetings, groups, public shows and/or receptions held at any location in the Facilities.

**City-Provided Equipment** – shall have the meaning provided in Section 7.U of this Agreement.

**Concessionaire Fee** – shall mean the amount of money paid to the Concessionaire for Services performed at City Venues as provided in Section 4.B.

**Concession Services** – shall refer to all sales of food and beverage from permanent or portable concession stands, sales of food and beverage in the City Venues before, during, or after events, and sales of food and beverage by roving vendors in the City Venues.

**Contract Year** – is successive periods of twelve months, the first of which commences on February 1 and extends to and includes January 31 of the following year.

**Controllable Expenses** – certain out-of-pocket expenses associated with the daily food and beverage operations including payroll, payroll taxes, administrative and general costs, and other daily operating costs, as defined in the financial schedules set out herein.

**Cost of Sales** – shall mean and include all costs and expenses incurred by Concessionaire in the operation of the Services at the Facilities, including, but not limited to, the direct product costs, payroll and personnel costs of Concessionaire's employees assigned to the Facilities (including bonuses, gratuities and the costs of fringe benefits of the type customarily provided by Concessionaire and its affiliates to its employees, workers' compensation costs and payroll taxes, but not including district, regional or general corporate management personnel), the Concessionaire Fee, allocated insurance costs (including, without limitation, liquor liability insurance), permitting and licensing fees (including, without limitation, liquor licensing fees and any related attorney's fees, provided that such attorney's fees have been approved by the City in accordance with Section 7.F), taxes (including, without limitation, state and local sales taxes), costs of required employee uniforms, costs of utilities and all other costs of supplies and services used or attributable to the provision of the Services, including, but not limited to, costs which are reimbursable pursuant to the terms of this Agreement, costs of alcohol awareness training (e.g. TIPS or TEAM), costs of training of staff and management, costs of installation of cash and product computerized control systems, costs of any maintenance of equipment and smallwares, cleaning costs, maintenance, repair and replacement expenses contemplated by the Agreement, disposal of grease costs, vending operation costs, extermination costs and permitted bad debt expense contemplated by this Agreement. Cost of Sales shall not include the fees set forth in Sections 4.D and 4.E of this Agreement. For purposes of determining direct product costs, local trade discounts will be credited to direct product costs, but cash discounts or discounts not

exclusively related to Concessionaire's operations at the Facilities shall not be credited to such direct product costs. Without limitation of the foregoing, in the event Concessionaire's costs increase due to increases in employee health and welfare benefits costs for Concessionaire's employees assigned to the Facilities, including, but not limited to, an increase in required employer contributions to social security or payroll taxes (including retroactive changes to such contributions), such increased costs shall automatically be included in Cost of Sales, such adjustment to be retroactive to the date of such increase. Notwithstanding the foregoing and anything to the contrary contained in this Agreement, Cost of Sales shall not include costs or expenses necessitated as a direct result and to the extent of the negligence or willful misconduct of Concessionaire.

**Daily Report** – shall have the meaning provided in Section 5.B of this Agreement.

**Executive Director** – shall mean the Executive Director of DAV, as from time to time appointed by the Mayor of Denver, and shall include his or her designee(s) and such person or persons as may from time to time be authorized to represent the City with respect to any or all matters pertaining to this Agreement. Except as otherwise required by law or rules of the City, any matter under this Agreement that requires or permits the action or approval of the City may be acted upon or approved by the Executive Director.

**Environmental Laws** – means any federal, state, and local statute, law, ordinance, regulation, rule, resolution, order, determination, writ, injunction, common law ruling, award, judgments and decrees, relating to the remediation, generation, production, installation, use, storage, treatment, transportation, Release, threatened Release, or disposal of Hazardous Materials, or the protection of human health, safety, natural resources, animal health or welfare, or the environment.

**Facilities or Venues** – shall mean Red Rocks Amphitheatre (including the Visitor Center and Trading Post), the Denver Coliseum, and such other City-owned venues as may be identified by the Executive Director.

**Food Service Equipment** – all equipment used in the storage, preparation, cooking, serving, holding, and ware washing areas of the food/beverage service operations throughout the Facilities and their grounds, defined as Section 11400 Equipment by the Construction Specification Institute.

**F&B Manager** – shall refer to Concessionaire's on-site, local representative, empowered by Concessionaire to act for and honor commitments on Concessionaire's behalf.

**GAAP** – Generally Accepted Accounting Principles as promulgated by the Financial Accounting Standards Board and Governmental Accounting Standards Board

**Gross Profit** – shall mean all Gross Receipts less the Cost of Sales.

**Gross Receipts** – shall refer to the total amount of money, administrative (or service) and rental charges received or charged by the Concessionaire, or any agent, employee of the Concessionaire for all sales, cash or credit, whether collected or not, derived at the Facilities as a

result of the service rights granted under the Agreement, excluding applicable sales taxes. Gross Receipts shall also include Miscellaneous Gross Receipts and one hundred percent (100%) of any commissions actually paid by Subcontractors and third-party vendors to Concessionaire. For the avoidance of doubt, Gross Receipts shall not include any sums retained by Subcontractors or third-party vendors and not paid to Concessionaire. Gross Receipts shall also not include (i) gratuities to the extent that those gratuities are paid by Concessionaire directly to its employees or (ii) ordinary and customary credit card fees paid.

**Gross Sales** – shall mean the total revenue (cash and credit) actually received by Concessionaire from the operation of the Services at the Facilities less: (i) sales taxes and other direct taxes imposed upon receipts collected from consumers, (ii) tips and gratuities, which are disbursed to employees, (iii) any administrative charge (or service charge) for private events, which is not intended to be a tip or gratuity for the benefit of service employees, (iv) credit/debit/gift card transaction fees and charges and (v) any sums retained by Subcontractors or third-party vendors and not paid to Concessionaire.

**HACCP** – Federal guideline program entitled “Hazard Analysis Critical Control Point” dealing with correct holding temperatures and handling methodologies required for various food products.

**Hazardous Materials** – means any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant or material that is listed, classified or regulated pursuant to any Environmental Law;

**Health and Safety Restrictions Period** – shall mean any time during which Federal, State, or local limitations on mass gatherings render use of the City venues implicated by this Agreement commercially impractical as determined by the Executive Director in her sole discretion.

**Incentive Compensation** – shall mean the compensation paid to Concessionaire in addition to the Concessionaire Fee as described in Section 4.C.

**Incentive Criteria** shall have the meaning provided in Section 4.C of this Agreement.

**Inventory** – units of each product (food, beverage, and merchandise) on hand and available for sale

**Inventory Method** – shall mean the system used to count product before and after a sales period to determine the sold units of each product. The sold units, exclusive of any spoilage, are multiplied by the unit pricing to determine the total sales for a Location. Spoilage shall be kept at a minimum and shall include employee meals.

**Location, Locations, Space, or Spaces** – shall mean the area or areas of the City Venues designated by this Agreement and its exhibits as the place or places where the business of Concessionaire may be conducted. Areas may change periodically as directed by the Executive Director.

**Venue Director** – shall mean such person or persons employed by the City and authorized by the Executive Director as the manager of the Denver City Venue(s) to act for him/her with respect to any or all matters pertaining to this Agreement.

**Marketing Fund** – shall have the meaning provided in Section 7.X of this Agreement.

**Minimum Guaranteed Payment** – shall mean the minimum amount of money paid to the City by the Concessionaire as called for in this Agreement.

**Miscellaneous Gross Receipts** – shall mean the monies retained by Concessionaire from the provision of automated teller machine (“ATM”) and Vending Equipment services, or any receipts not otherwise captured by this Agreement, less any direct costs incurred by Concessionaire.

**Monthly Financial Report** – shall have the meaning provided in Section 5.A of this Agreement.

**Net Profit** – gross profit less expenses (including fees).

**Non-performance** – shall have the meaning provided in Section 20.D of this Agreement.

**Novelties** – shall mean any merchandise, programs, souvenir books, CD’s, t-shirts, etc. that are made available for sale at the Facilities.

**Novelties Services** – shall refer to all sales of Novelties in the Facilities before, during, or after events.

**Operating Loss** – shall have the meaning provided in Section 4.I of this Agreement.

**Payment Non-performance** – shall have the meaning provided in Section 20.D of this Agreement.

**Performance Bond** – the bond provided by the Concessionaire to guarantee the successful performance of the contract over the life of the agreement. See Section 18.A of this Agreement.

**Pre-opening Expense** – shall refer to the costs incurred by the Concessionaire between the Effective Date and the first day of the Accounting Period in which the first event is held.

**Release** – means any presence, emission, spill, seepage, leak, escape, leaching, discharge, injection, pumping, pouring, emptying, dumping, disposal, migration, or release of Hazardous Materials from any source into or upon the environment, including the air, soil, improvements, surface water, groundwater, the sewer, septic system, storm drain, publicly owned treatment works, or waste treatment, storage, or disposal systems. Concessionaire, in performing the Services and its associated rights and obligations under this Agreement, shall comply with all Environmental Laws, including but not limited to Environmental Laws regarding the storage, use, and disposal of Hazardous Materials and regarding Releases or threatened Releases of Hazardous

Materials into the environment.

**Reserve Funds** – shall have the meaning provided in Section 15.G of this Agreement.

**Restaurant Services** – shall refer to the operation and management of the restaurant known as the Ship Rock Grille or any additional or successor restaurants as determined by the Executive Director.

**Retail Services** – shall refer to the sale of goods not otherwise covered by this Agreement within the Facilities.

**Services** – shall refer collectively to the Concession Services, the Restaurant Services, the Retail Services, the Catering Services, and the Novelties Services.

**Management** – personnel from the Concessionaire’s firm assigned to this project and relating to the following positions:

- General and Assistant Managers
- Corporate, District and Regional Management Personnel
- Corporate, Marketing and Financial Liaison Personnel

**NOTE:** The term “Corporate” shall mean any person(s) located at the Concessionaire’s Corporate Headquarters or reporting directly to Corporate Headquarters personnel.

**Sponsors** – shall refer to all entities that have entered into or will be entering into an agreement with City for some consideration in return for sponsorship of their product. Where a Sponsor’s product is related to food and beverage, Concessionaire will be obligated to provide that Sponsor’s product to the extent permitted by applicable law and provided that such products are available to Concessionaire at equivalent prices, terms, quality and quantity as are generally available to Concessionaire from its major supplier of similar products.

**Statement of Receipts and Expenses** – shall have the meaning provided in Section 6.A of this Agreement.

**Subcontractor** – shall refer to a food, beverage and merchandise purveyor contracted by Concessionaire to provide a unique and specialized product for sale to the general public attending events at the Facilities. Use of any Subcontractors by Concessionaire must be preapproved by the Executive Director. Any commissions paid to Concessionaire by its Subcontractors shall be included in Gross Receipts.

**Tenant** – refers to any person or entity that may from time to time enter into any agreement with City for the use of the Facilities for a particular purpose.

**Third Party Sales** – subcontracted source sales provided from vendors other than subcontractor to the Concessionaire.



**TIPS, TEAM** – programs related to alcoholic beverage management control systems and certain procedures to be implemented by the Concessionaire when serving guests.

**Vending Equipment** – shall mean all automatic vending machine equipment that serves canned, cartoned, and/or pre-packaged foods in an automated manner.

## **2. PREMISES, USES AND PRIVILEGES.**

**A.** The Concessionaire shall use and occupy the Spaces shown on the drawings, attached hereto as **Exhibit A** and made a part hereof, only for the purpose of conducting and operating, within the Facilities, as an independent contractor and not as an employee of City, the Services described in Section 7, and Concessionaire’s associated rights and obligations described in this Agreement, consistent with the terms and conditions as set forth in this Agreement. It is further agreed and understood that Concessionaire shall be permitted to occupy and use other common use areas such as, but not limited to, the concourses and the aisles in the seating areas in connection with the operation of its rights granted hereunder. Notwithstanding the foregoing, the Executive Director may, in her sole discretion, modify the Spaces or Concessionaire’s use thereof as necessary for the efficient operation of the Facilities.

**B.** Concessionaire shall use and occupy the Spaces described in **Exhibit A** solely for the business and purpose described in Section 2.A and for no other business or purpose whatsoever except as otherwise approved by the Executive Director.

**C.** The Executive Director may limit or eliminate those portable concession cart sites identified on **Exhibit A** to accommodate event requirements. The location of any and all portable concession cart sites and storage spaces required by Concessionaire shall be approved by Executive Director; provided, however, that Concessionaire shall acquire no rights to the location of such sites or spaces, it being understood by the parties that the City reserves the right to require Concessionaire to eliminate or relocate such sites and spaces and/or to relocate or remove items and equipment from storage spaces to accommodate event requirements.

## **3. TERM.**

The term of this Agreement shall commence **February 1, 2025** and continue through and including **January 31, 2030**. The Term may be extended by the City under the same terms and conditions for an additional one (1) year renewal term by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Concessionaire shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Executive Director.

## **4. PAYMENTS.**

In consideration of the rights and privileges herein granted, Concessionaire and City agree to the following:

**A. Minimum Guaranteed Payment to City** – Concessionaire shall pay monthly to the City an amount equal to fifty-eight percent (58%) of the Gross Sales for each month. The Minimum Guaranteed Payment shall be paid to the City at the same time

Concessionaire provides the City with its Monthly Financial Report for the subject month regardless of whether there is a Gross Profit or Operating Loss for the subject month. If the Gross Profit for a given month, after payment of any accrued Operating Loss, is not sufficient to cover the Minimum Guaranteed Payment for the subject month, then Concessionaire shall be responsible for paying the difference (the “**Concessionaire Out-of-Pocket Costs**”) so that the City receives the full Minimum Guaranteed Payment for the subject month. Concessionaire may recoup the Concessionaire Out-of- Pocket Costs over the course of the Contract whenever Gross Receipts in a month exceed the aggregate of Cost of Sales and accrued Operating Loss (i.e., when there remains a Gross Profit after deduction of any accrued Operating Loss). If at the end of the Contract, Concessionaire has not recouped all of the Concessionaire Out-of-Pocket Costs the City shall reimburse Concessionaire for such unrecouped costs, it being the intent of the parties that Concessionaire will not, in substance, bear any share of net losses from the provision of the Services under this Agreement. Concessionaire Out-of-Pocket Costs shall be reported as a separate line item in the Monthly Financial Reports.

**B. Concessionaire Fee** – Concessionaire shall earn an amount equal to 1% of Gross Sales for each month (the “**Concessionaire Fee**”). The City shall continue to owe Concessionaire the Concessionaire Fee in the event of an Operating Loss in any month. Concessionaire shall collect the monthly fee via an expense deduction documented in the Operating Statement, upon the City’s receipt and approval of an invoice and the Monthly Financial Report for the subject month, and shall be subject to the City’s Prompt Payment Ordinance, §§ 20-107 through 20-118, Denver Revised Municipal Code (D.R.M.C.). Further, notwithstanding Section 4.I below, the City shall continue to pay Concessionaire the Concessionaire Fee in the event of an Operating Loss.

**C. Incentive Compensation** – City shall pay annually to Concessionaire after each Contract Year compensation in addition to the Concessionaire Fee in an amount equal to up to one point nine percent (1.9%) of Gross Sales (“**Incentive Compensation**”); provided that Concessionaire shall receive Incentive Compensation only to the extent (i) the City shall have received from the Concessionaire all due and owing Minimum Guaranteed Payments; (ii) the Minimum Guaranteed Payments are not reduced as a result of payment of Incentive Compensation; and (iii) the incentive criteria mutually-agreed upon by the parties in signed writing prior to the then-applicable Contract Year (the “**Incentive Criteria**”) are satisfied by Concessionaire as demonstrated by the auditable report described in Section 5.A below. The Incentive Criteria must satisfy the requirements of Section 5.02 of Rev. Proc. 2017-13 (e.g., the eligibility for, the amount of, and the timing of the Incentive Compensation may not take into account net profits or both revenues and expenses). Concessionaire shall pay to the City at the time of its delivery of the Statement of Receipts and Expenses an amount equal to the Gross Profit set forth on such Statement. Upon the City’s receipt thereof, City shall pay to Concessionaire the maximum amount of Incentive Compensation payable hereunder calculated in accordance with the Incentive Criteria and paid in accordance with the City’s Prompt Payment Ordinance. City may, in its sole discretion, waive or deduct any Cost of Sales from the calculation of Incentive Compensation. A sample Annual Incentive Compensation Criteria form is attached hereto as **Exhibit B**.

**D. Health and Safety Restrictions Period Expenses** – During any Health and Safety Restrictions Period City and Concessionaire agree as follows: Concessionaire shall

manage expenses for the duration of the Health and Safety Restrictions Period to ensure Cost of Sales and Operating Losses are minimized. Upon the declaration of a Health and Safety Restrictions period, Concessionaire shall within seven (7) days propose a list of cost saving measures and necessary expenses for the Executive Director's approval in writing. Should Concessionaire incur costs during the Health and Safety Restrictions Period not approved in writing by the Executive Director, notwithstanding anything in this Agreement to the contrary, such amounts shall not be the responsibility of the City pursuant to the Agreement and shall not be considered Cost of Sales or be counted as Operating Losses during or subsequent to the Health and Safety Restrictions Period. Nothing in this subsection (D) shall be construed to diminish the Concessionaire's obligations pursuant to the Agreement to continue to make payments to the pursuant to Section 4.A, or the City to make payments to Concessionaire consistent with Section 4.B.

**E. Health and Safety Restrictions Period Activities** – During the Health and Safety Restrictions Period, it may be possible to safely conduct certain activities at certain city venues. Any work performed by Concessionaire in connection with activities occurring during the Health and Safety Restrictions Period shall be performed in accordance with the terms of the Agreement, but shall not be performed unless approved in writing by the Executive Director. Upon the conclusion of any Health and Safety Restrictions Period, Concessionaire shall recommence full provision of Services under the Agreement as soon as commercially reasonable. If Concessionaire fails to provide the required Services after the conclusion of a Health and Safety Restrictions Period, Concessionaire shall be in breach of this Agreement.

**F. Taxes** – Concessionaire shall collect and promptly disburse all taxes required by federal, state and local authorities for any activity conducted by Concessionaire in the Facilities and shall pay any applicable taxes relating to operations, equipment, or inventory. Without limiting the generality of the foregoing, Concessionaire shall be responsible for taxes on the Concessionaire's interest in this Contract and any leasehold interest deemed to have been created thereby; and in the event the State of Colorado makes any demand upon the City for payment of leasehold excise taxes and/or taxes based upon any possessory interest resulting from the Concessionaire's occupancy of the Facilities to enforce collections of leasehold excise taxes, the Concessionaire shall remit the taxes demanded together with any interest and penalties associated therewith or, at no expense to the City, contest such collection action and indemnify the City for all sums expended by, or withheld by the State of Colorado from the City in connection with such taxation.

**G. Miscellaneous Promotional Efforts** – The City may direct Concessionaire to adopt promotional or marketing efforts to increase sales of food, beverage, retail, or other services. Such efforts may include cooperation with City-approved Subcontractors or third parties. When these marketing/promotional efforts occur, Concessionaire and Executive Director shall document the details of the effort in writing including, among other things, a description of the effort and pricing.

**H. Annual Appropriations.** The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future

fiscal years, and this Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**I. Operating Losses.** City, and not Concessionaire, shall be responsible for all Cost of Sales. Concessionaire will fund, on City's behalf and to the extent of available Gross Receipts as provided in this Section 4.I, all Cost of Sales. If the Cost of Sales for a given month exceed the Gross Receipts for a given month (which difference shall be referred to herein as "**Operating Loss**"), the Operating Loss shall be carried forward and reported as a separate line item in the Monthly Financial Report for the next month (and for each subsequent month that an Operating Loss exists), and City shall not be required to pay Concessionaire for the Operating Loss unless and until an Operating Loss remains at the end of the Contract Year (as provided below). In the event of an Operating Loss during any month, Concessionaire shall nonetheless pay to City the Minimum Guaranteed Payment for the subject month and City shall nonetheless pay to Concessionaire the Concessionaire Fee for the subject month. If at the end of a Contract Year, there exists an Operating Loss, City shall pay Concessionaire the amount of such Operating Loss upon its receipt of an invoice and the Statement of Receipts and Expenses in accordance with the City's Prompt Payment Ordinance.

**J. Termination Payment.** Upon expiration of the Term or sooner termination of this Agreement, for any reason, City shall, upon receipt of an invoice in a format and with a level of detail and supporting documentation that are reasonably acceptable to City, pay Concessionaire amounts due and payable for Services rendered under this Agreement, less any outstanding amounts owed to the City, in accordance with the City's Prompt Payment Ordinance.

## 5. REPORTS AND RECORDS.

**A. Monthly Report** – On or before the close of business on the seventh (7<sup>th</sup>) business days after the end of each month during the term of this Agreement, Concessionaire shall deliver to the authorized officer of City, as determined by City, a summary statement of Concessionaire's operations at the City Venues for the month (the "**Monthly Financial Report**"). Notwithstanding the foregoing, Concessionaire acknowledges and understands that City's reporting processes operate on a calendar month basis; as such, if requested by City, Concessionaire shall include in the Monthly Financial Report(s) estimates with respect to the days of the subject calendar month that are not included in the subject month. The Monthly Financial Report shall be signed by an authorized representative of Concessionaire and shall include, among other things as specified by City: all total receipts, Gross Receipts, Gross Sales, Cost of Sales (including Concessionaire Fee), Gross Profit margin, Minimum Guaranteed Payment and Incentive Compensation. A sample Monthly Financial Statement is attached hereto as **Exhibit C**.

**B. Daily Report** – By noon following the close of each event at a Facility, Concessionaire shall generate and remit to the Executive Director, a report (each, a "**Daily Report**") indicating any and all total receipts, Gross Receipts, Gross Sales, and per capita event receipts for each sales category shown on the sample Daily Report attached hereto as **Exhibit D**. Reports are only required for days that any Gross Receipts are made. The Daily Reports are informational and should be used to roll up into a consolidated Monthly Financial Report by event

for each event during the month.

**C. Acceptance of Payment** – The acceptance by City of any statement by Concessionaire or of any Minimum Guaranteed Payment shall not be deemed a waiver of the right of City to claim any additional payment after a review and inspection of Concessionaire’s books and records.

## **6. BOOKS OF ACCOUNT AND AUDITING.**

**A. Annual Reports** – Not later than forty-five (45) calendar days of the close of each Contract Year during the Term hereof, Concessionaire shall furnish to City a true and accurate (i) audited financial statement of Gross Receipts, Gross Sales, and Cost of Sales in the general form attached hereto as **Exhibit E** (the “**Statement of Receipts and Expenses**”), the Marketing Fund and the Reserve Fund, (ii) audited report of Concessionaire’s compliance with the Incentive Criteria and (iii) Statement on Standards for Attestation Engagements (SSAE) Number 18 System of Organization Controls (SOC) Report 1 Type II. The Statement of Receipts and Expenses shall contain and include (without limitation) a breakdown of Gross Receipts, Gross Sales, Cost of Sales, Minimum Guaranteed Payments, and amounts payable to Concessionaire (including the Incentive Compensation and Concessionaire Fee, as applicable) on a month-by-month basis and shall be prepared and certified by an independent certified public accountant that has audited the same in accordance with GAAP for special reports. Such statement shall be furnished for every Contract Year in which business was transacted under this Agreement during the whole or any part of the year. The report of Concessionaire’s compliance with the Incentive Criteria shall be audited by an independent third party. At City’s sole discretion, and at City’s sole cost and expense, City may conduct a review of Concessionaire’s books and records with respect to the Statement of Receipts and Expenses through City’s Auditor or by hiring an independent CPA and the Incentive Criteria report through City’s Auditor or an independent third party agreed to by the parties.

**B. Bookkeeping System** – Concessionaire agrees to establish and maintain a system of bookkeeping satisfactory to the City Auditor. Such system shall be kept in a manner that distinguishes each Facility that is operated by Concessionaire from all other Facilities operated by Concessionaire.

**C. Records Maintenance** – Concessionaire shall maintain, in accordance with GAAP, accurate books and records in connection with the business conducted by Concessionaire hereunder. Concessionaire shall retain such books and records for a period in accordance with this Agreement and shall make such books and records available for inspection by representatives of the City, including, without limitation, the City’s Auditor and independent auditors hired by the City. Such books and records shall include, without limitation, all sales slips, cash register tapes, point of sale terminal records, stand sheets, sales books, bank books or duplicate deposit slips, and all other evidence of total receipts, Gross Receipts, Direct Operating Expenses, Net Operating Profits, Net Operating Losses, Minimum Guaranteed Payments, City Commissions, Monthly Reports, Weekly Reports, Annual Reports, and CCC Business Incentive Fund, Marketing Fund, Additional Expenditures, and Reserve Fund balances (collectively, the “**Financial Records**”).

**D. Examination of Records and Audits** – Any authorized agent of the City, including the City Auditor, his or her representative, or independent auditors hired by the City, has

the right to access and the right to examine and/or audit any Financial Records and other pertinent books, documents, papers and records of Concessionaire (together with the Financial Records, the “**Records**”), involving transactions related to this Agreement until the later of three (3) years after the final payment under this Agreement or expiration of any applicable statute of limitations. Concessionaire shall make its Records available to the City within fourteen (14) calendar days of its receipt of a written request from the City for the same. Concessionaire may satisfy this requirement by either: (i) making the Records available for examination within the Denver metropolitan area; or (ii) paying the City, in full and in advance, travel and related expenses for a City representative to travel to any location outside the Denver metropolitan area for such examination. Upon completing such travel, expenses shall be reconciled, and any difference between the advance payment and the actual expenses shall be paid by or refunded to Concessionaire as appropriate.

**E. Audit Deficiencies** – If the City determines after an audit for any Contract Year that any payment(s) made to the City were understated or materially misstated in the Annual Report, Concessionaire shall, at its own expense, pay the amount of the deficiency plus interest at 2% per month compounded daily computed from the date due until the date paid. If such payments were understated or materially misstated by more than 1%, Concessionaire shall pay to the City the cost of the audit in addition to the deficiency and interest. If the City determines after an audit that the City was overpaid, the City shall have the option to either credit an overpayment against a subsequent amount due or provide a refund to Concessionaire.

**F. Inspection of Records** – Concessionaire agrees that the City, and any of the City’s agents including the City’s Auditor or an authorized representative of the Auditor, may inspect any document, return, data or report filed pursuant to Chapter 53 of the Denver Revised Municipal Code by Concessionaire with the City’s Manager of Finance and any related reports, document, data or other information generated by the City’s Manager of Finance or employees under the control of the Manager of Finance in connection with any investigation or audit of Concessionaire by the City’s Department of Finance. Concessionaire authorizes and permits the inspection of such documents, data, returns, reports and information by the City and any of its agents, including but not limited to the City’s Auditor or an authorized representative of the Auditor, and waives any claim of confidentiality that it may have in connection with such documents, returns, data, reports and information.

**G. Required Onsite Records** – Concessionaire shall keep within the Facilities proper, adequate, and accurate accounting books and records prepared in accordance with a bookkeeping system approved in writing by the City documenting all business and transactions engaged in by Concessionaire pursuant to this Agreement. Such onsite books and records shall include, without limitation, daily receipts and expenses, daily bank deposits, daily sales records, and copies of all business tax returns filed with the State of Colorado and all federal income tax returns.

**H. Point of Sale Terminals and Inventory Sheets** – At each location where point of sale terminals are used, recorded sales information shall be balanced with the inventory to determine the Gross Receipts from that location. At each location where point of sale terminals are not used, the Inventory Method shall be used to determine Gross Receipts. Concessionaire shall retain all point of sale terminal records and stand inventory sheets in accordance with this

Agreement; and these documents are subject to audit by the City in accordance with this Agreement.

**I. Separate Bank Account Requirement** – The Concessionaire must have a separate bank account at a bank approved by the City and showing proof of Public Depository Protection Act (PDPA) depository coverage under the State of Colorado shall be maintained for all sales deposits. Cash shortages, in excess of inventory sales, may not be deducted from Gross Receipts.

## **7. CONCESSIONAIRE ROLE.**

**A. Concession Obligations** – Except as otherwise determined by the City, Concessionaire shall have the obligation to provide the Services within the Facilities. Concessionaire shall coordinate its activities hereunder as they relate to this Agreement with the Executive Director.

**B. Vending Equipment and ATM Services** – The Executive Director shall determine whether each Facility is Cashless. To facilitate such decision, the Executive Director may require and/or Concessionaire may request that Concessionaire, either directly or by subcontract, provide non-exclusive Vending Equipment and ATM services (both reverse and traditional ATM services). Vending Equipment and ATM services shall not be used except with the prior written approval of the Executive Director. Without limiting the generality of the foregoing, any proposal for Vending Equipment that is submitted for Executive Director's approval shall describe, without limitation: the items to be sold, pricing, type and style of the equipment, and locations. Concessionaire shall be responsible for accounting for receipts and expenses in accordance with Sections 5 and 6 of this Agreement.

Concessionaire may, in the sole discretion of the Executive Director, either be required or be allowed upon its own request to have Concession Services, Catering Services, Retail Services, or Novelties Services in the parking lots surrounding the Facilities. The Executive Director may also permit non-Concessionaire portable concession stands and carts or transient vendors of food and beverage items to be located in City-owned parking lots adjacent to the Facilities.

**C. Point of Sale Systems** - Concessionaire shall be responsible for maintaining and advancing appropriate point of sale system technology. The Executive Director may require and/or Concessionaire may request that specific point of sale system technology be incorporated into a Facility. The Executive Director shall have the right to approve any proposal to add or modify a point of sale system prior to implementation.

### **D. Tenant Sales and Sampling**

1. Concessionaire acknowledges that (i) certain agreements have been made in the past at the Facilities, granting rights to certain Tenants such as National Western Stock Show and Ringling Brothers Circus, to sell select or designated novelties and concessions; and

(ii) it is common industry practice to permit on a limited basis the sales of particular concession items and novelties by a Tenant. Where there is historic precedent at the Facilities, where special sales arrangements would be common and accepted industry practice, or when otherwise in the City's best interest as determined in the Executive Director's sole discretion, the City may permit a Tenant or user of the Facilities a limited exemption from the rights granted Concessionaire herein to sell particular concession items or novelties. In all other cases where a Tenant desires to sell products, exemptions are subject to the approval of Concessionaire and such conditions as Concessionaire may reasonably impose, such as the payment of an outside concession fee (or buyout payment), and such other terms and conditions as would be standard in such agreements. Without limiting the foregoing, the City agrees to require Other Tenants that are granted rights to sell or sample products at the Facilities to indemnify and hold harmless Concessionaire with respect to such selling or sampling of products to the same extent of the indemnification provided to the City unless otherwise waived by Concessionaire. Notwithstanding the foregoing, (1) Concessionaire shall have no approval authority over the terms of the insurance, indemnification, and hold harmless agreements between the City and the Other Tenants and (2) nothing herein shall affect Concessionaire's obligations to maintain insurance and to indemnify, defend, and hold harmless the City pursuant to the terms of this Agreement (it being understood and agreed by the parties hereto that such obligations of Concessionaire do not include coverage of or responsibility for any acts, omissions or services provided solely by Other Tenants or third party service providers). The City's obligation to require Other Tenants to indemnify and hold Concessionaire harmless shall apply only to those agreements entered into by the City after Concessionaire and the City have both executed this Agreement. The amount of any outside concession fee (or buyout payment) actually received by Concessionaire shall be included in the Gross Receipts. Concessionaire may provide Bootleg Security as part of the Novelties sales. Personnel hired to perform Bootleg Security shall be off-duty police officers.

2. In all cases not exempted as described above, Concessionaire will collaborate with City on negotiations for a split of Novelties receipts with tenants to obtain the most favorable overall return. City will retain the right of final decision. Sums received by Concessionaire as a result of such split with the consignor shall be included in Gross Receipts. Concessionaire and City acknowledge and agree certain shows are designed to have booths displaying merchandise for sale similar to a public show at a convention center, which examples include the National Western Stock Show,



the March Pow Wow and The Super Sale, and for such shows or events, Concessionaire shall not have rights to sales from the booths at these events, but shall retain rights to sales of merchandise related to the event such as t-shirts and cd's, except when exempted under terms of this Agreement.

3. Except as described in subpart (1) above, City and Concessionaire agree that Concessionaire has an obligation to provide Catering Services within the Facilities except as follows: When City's Tenant for a special event requests the use of an outside caterer and City agrees; provided, however, that Concessionaire shall sell or serve alcoholic beverages within the Facilities and, if any of Concessionaire's equipment or exclusive area must be used by the outside caterer, the use of such equipment or area shall be negotiated between Concessionaire and the outside caterer, which agreement may include, without limitation, liability insurance and indemnification and hold harmless agreements by the applicable third party service provider, as applicable, in a form acceptable to Concessionaire for the benefit of City and Concessionaire. Concessionaire shall be notified reasonably in advance of any intent to use any of the food service areas of the Facilities by anyone other than Concessionaire.

**E. Applicable Laws** - Concessionaire shall at all times comply with all applicable laws, rules, regulations and orders of the federal, state and local governments, and also abide by all rules, regulations and directives prescribed by the Executive Director for the operation of the Facilities.

**F. Food Safety** – Concessionaire is solely responsible for complying with all industry standard food safety procedures, including HACCP, and for any health issues arising from the service of food by Concessionaire or any of its employees or agents.

**G. Liquor Law Compliance** - The privilege to sell alcoholic beverages shall be subject to the provision of all laws of the State of Colorado and the City and County of Denver applicable to the sale of liquor, wine and beer. Concessionaire shall be responsible for obtaining all necessary licenses for the sale of such beverages. The fees and costs incurred for such licenses shall be included in the Cost of Sales; provided that Concessionaire shall provide for the Executive Director's prior written approval an estimate of related attorneys' fees, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the Executive Director's prior written approval of an attorneys' cost estimate shall not be required if the circumstances reasonably require the prompt assistance of an attorney, in which event Concessionaire shall make reasonable efforts to promptly contact the Executive Director (including, by telephone or electronic means) to explain the circumstances and, as soon as reasonably practicable thereafter, shall provide for the Executive Director's approval an estimate of attorneys' fees, which approval shall not be unreasonably withheld, conditioned or delayed. Liquor sales shall be confined to the areas of the Facilities designated and approved by the licenses held by Concessionaire for the sale of liquor. Concessionaire shall seek approval for changes to

licensed areas as determined by the Executive Director in her sole discretion. Further, Concessionaire shall obtain the Executive Director's approval in writing prior to seeking any changes to the licensed areas.

**H. Suspension of Liquor License** – In the event that Concessionaire's liquor licenses(s) is lost or suspended and, as a result, Concessionaire is prevented from selling alcoholic beverages at the applicable Facilities under the terms of this Agreement (a "**Material License Impairment**"), then Concessionaire shall use its best efforts to obtain a new license or reinstatement of its existing license. Further, in such an event, City may engage another entity to operate the alcoholic beverage service at the affected Locations (a "**Replacement Provider**") and Concessionaire agrees to yield the occupancy of those portions of the Locations that the Executive Director shall determine as necessary for the Replacement Provider to adequately provide alcoholic beverage service at the affected Locations; provided that Concessionaire shall continue to provide the Services in all other respects. In the event the loss or suspension of Concessionaire's license is the result of the negligence or willful misconduct of Concessionaire, Concessionaire shall pay to City an amount equal to the reasonably anticipated lost Gross Receipts relating to alcohol sales for each event during the occurrence of the Material License Impairment on which Concessionaire would have had an opportunity to sell any alcoholic beverage, which amount shall be reduced by (i) City's net receipts relating to the services of the Replacement Provider (accounting for the actual costs incurred by the City to obtain the Replacement Provider) and (ii) such other amount as the City may elect in its sole discretion (collectively, the "**Liquidated Damages**"). For avoidance of doubt, the "reasonably anticipated lost Gross Receipts" shall take into account historical events of a similar nature and attendance at the subject Facility on a per capita basis. In the event of a Material License Impairment, each of City and Concessionaire shall use commercially reasonable efforts to mitigate losses resulting from the same. If a Material License Impairment continues for a period of thirty (30) days or more, or if Concessionaire is finally advised by the applicable licensing authorities that it will not receive a reinstatement of its liquor license or a new liquor license for the affected Facilities, Concessionaire shall have the right (but not the obligation) to terminate this Agreement upon one hundred and eighty (180) days' notice to the City (such notice date being referred to herein as "**Concessionaire's Termination Notice**"). Further, each of the following shall constitute a default of this Agreement and shall provide the City the right to terminate this Agreement upon thirty (30) days prior written notice (such notice date being referred to herein as "**City's Termination Notice**"): (1) the suspension of a liquor license or any other license necessary for the full performance of Concessionaire's obligations hereunder during a Contract Year (i) on three (3) separate occasions or (ii) for a total period in excess of thirty (30) days during the Contract Year, or (2) the loss of any such license. In the event that Concessionaire is liable for payment of Liquidated Damages pursuant to the terms herein, such liability shall in no event exceed Liquidated Damages calculated from the date of the Material License Impairment to the earlier of (y) the date one hundred and eighty (180) subsequent to the date of the Concessionaire's Termination Notice or City's Termination Notice, as applicable, and (z) the scheduled expiration date of the term of this Agreement.

**I. Liquor Sales** - City shall designate the type of activity at which liquor and/or beer and/or wine may be sold. The final decision as to when, where, if and which types of alcoholic beverages may be sold rests within the sole discretion of City to the extent permitted by applicable law. It is agreed and understood that there shall be no adjustment of the Minimum Guaranteed Payment to be paid by Concessionaire should City restrict or prohibit the sale of alcoholic

beverages at events, such as, but not limited to, concerts, religious based activities, high school and college events. Notwithstanding the foregoing, in the event that sale of alcoholic beverages is prohibited or restricted at a Facility as a result of a programmatic policy change or regulatory change by the City (including DAV), and such change in policy or regulation results in a material decrease in alcohol sales from historical precedent, the parties agree to negotiate an equitable adjustment in the Minimum Guaranteed Payment in good faith and in a commercially reasonable manner.

**J. Training and Operations** - Concessionaire shall provide the merchandise and personnel necessary to fully and adequately provide the Services under this Agreement. Concessionaire shall provide an adequate number of points of sale for each event and consistent with industry standards when and where possible. On premises management (which shall mean a minimum of a general manager, concession manager, operations manager, restaurant manager, retail manager, and warehouse manager) and service personnel are required for a smooth and efficient operation while service and food preparation employees shall be available to receive deliveries, properly store same and begin or continue preparation of food and beverage to be sold or served in a timely manner. In addition, supervisory personnel shall be on duty during preparation, serving, sales and clean-up periods to ensure an adequate, pleasant and prompt operation. Concessionaire shall select, employ, train, furnish, and deploy in the optimum number (to match work requirements), in each work classification, employees who are proficient, productive, and courteous to patrons. Concessionaire shall conduct regularly scheduled training classes for all employees and management throughout the Term. This training schedule and its content shall be approved by the Executive Director in writing and, at a minimum, shall include customer service training, equity, diversity and inclusivity training, positional skills training, banquet service training, buffet set up, bartending and serving techniques, food and wine service techniques, food handling, safety and security training, and other facility operations training. Without limiting the generality of the foregoing, Concessionaire shall provide:

1. Training to employees regarding Title I of the Americans with Disabilities Act of 1990, as amended, as it pertains to providing quality food, beverage and retail services under this Agreement to customers with a disability.
2. An alcohol awareness training program for all alcohol service and monitoring staff sufficient to ensure an understanding of all requirements of serving alcoholic beverages pursuant to applicable laws, rules, regulations, and one or more professional courses in alcohol awareness (e.g. TIPS or TEAM Training). The alcohol awareness and training program shall be provided to all new alcohol service and monitoring staff during their new employee orientation and to all other alcohol service and monitoring staff at least once per year.

A detailed record of all trainings required of and offered to staff shall be provided to the Executive Director. Upon request from City, Concessionaire shall supply a copy to

City of Concessionaire's operating procedures and manual, which include detailed staffing plans for a variety of event activities. Concessionaire shall adjust staffing levels if in the opinion of the Executive Director the staffing levels do not provide adequate service to the general public.

**K. Uniforms and Appearance** – Concessionaire shall ensure that employees maintain a professional appearance while performing the duties associated with this Agreement. Concessionaire shall provide Executive Director-approved uniforms for all staff working during events (except management personnel).

**L. City Approval of Personnel** – Executive Director shall approve Concessionaire's Management personnel working within City Facilities and reserves the right to request and have Concessionaire comply with personnel changes to the extent permitted by applicable law. Personnel supplied by Concessionaire shall be employees of Concessionaire and shall not at any time or for any purpose be considered employees or agents of the City. If at any time City feels that any of Concessionaire's employee's conduct is not satisfactory, City shall notify Concessionaire, verbally and in writing. Concessionaire shall attempt to promptly correct employee's conduct to the satisfaction of the City. If, as determined by the Executive Director, Concessionaire's employee continues with unsatisfactory conduct, the Concessionaire shall remove employee from City Facilities. If employee's conduct is egregious in nature (including but not limited to criminal activity, working under the influence, inappropriate professional behavior, etc.), the Concessionaire shall remove employee from City property immediately either of its own volition or at the request of the Executive Director.

**M. Sales Manager** – Concessionaire shall have available, upon reasonable notice, a qualified representative who shall, upon request of City, meet with Facilities users and prospective Facilities users and assist in explaining and planning food and beverage services as well as the marketing of the food service facilities.

**N. Non-Exclusive Backstage Catering** – Backstage Catering is non-exclusive and non-commissionable (i.e. not included in Gross Sales or Gross Receipts) provided that Backstage Catering is provided at cost plus ten percent (10%). For purposes of clarity, the "cost" includes cost of product and any direct cost associated with the product (including direct labor and delivery costs) and the "plus ten percent (10%)" is based upon the applicable costs and shall be applied as a credit to Cost of Sales herein. Notwithstanding the foregoing to the contrary, Concessionaire shall exclusively provide alcoholic beverages for Backstage Catering events at cost plus 10%. However, Concessionaire shall not serve alcohol in, nor include in its liquor license, the backstage area at Red Rocks Amphitheatre unless required or approved in writing by the Executive Director.

**O. Notice of Event Schedule** - City will give Concessionaire advance notice of the nature of scheduled events and such information, as is available, regarding the probable attendance at each event. City will notify Concessionaire of the cancellation of previously scheduled events of which due notice has been given City, but City shall not be liable to Concessionaire for failure to deliver notice of such cancellation. Concessionaire shall be held strictly accountable for furnishing full and adequate service for the full period of time required for

any event for which it has received notice.

**P. Product Pricing** - Concessionaire's product offering and pricing shall be pre-approved by the Executive Director during the term of this Agreement. At a minimum, Concessionaire will conduct an annual pricing survey of local and national venues, which survey shall be provided along with a pricing proposal for Executive Director to review and approve. Concessionaire shall submit an initial pricing proposal to Director for review and approval prior to the commencement of this Agreement. Final decisions on all product offering and pricing rest solely with City.

**Q. Wholesale Sales** - Concessionaire shall provide food and beverage services, when reasonably requested and approved in writing by the Executive Director, for the City's official business use. Such sales shall be non-commissionable (i.e. not included in Gross Sales or Gross Receipts) provided that such sales are provided at cost plus ten percent (10%). For purposes of clarity, the "cost" includes cost of product and any direct cost associated with the product (including direct labor and delivery costs) and the "plus ten percent (10%)" is based upon the applicable costs and shall be applied as a credit to Cost of Sales herein.

**R. Smallwares** -Concessionaire shall be responsible for the provisioning of Smallwares necessary to the efficient operation of the Facilities as approved by the Executive Director. The cost for such Smallwares shall be included in the Cost of Sales. Smallwares shall be owned by the City.

**S. Additional Services** - City may require Concessionaire to supply, on a non-exclusive basis, housekeeping, box office, or other services at a predetermined rate per hour per employee, subject to Concessionaire's ability to provide such services. Payments by City for such services are not to be included in Gross Receipts, Gross Sales, or Cost of Sales.

**T. Sponsorship and Sampling** – City retains and reserves all legal right related to sponsorships, advertising, and marketing, including, without limitation, pouring rights to the extent permitted by law. Concessionaire obtains no rights related to sponsorships, advertising, and marketing except as expressly provided in this Agreement. Concessionaire shall coordinate with the Executive Director regarding the marketing and advertising of the Services at the Facilities, and shall not market or advertise in any manner other than as approved in writing by the Executive Director. Without limiting the generality of the foregoing, Concessionaire shall have no right to use the trademarks, symbols, or trade names, or names of the Facilities, directly or indirectly, in connection with any production, promotion, service, or publication, without the prior written approval of the Executive Director. When a Sponsor's product is related to food and/or beverages, Concessionaire shall, if required by the City, provide such Sponsor's product for sale to the public: (i) to the extent permitted by applicable law; and (ii) provided that such product is available to Concessionaire at equivalent prices, terms, quality and quantity as similar products are generally available to Concessionaire from its major supplier. For purposes of validating conformance with (ii), upon written request, Concessionaire shall provide all documentation necessary to City's satisfaction demonstrating if a Sponsor's food and/or beverage product is determined to be not available to Concessionaire at equivalent prices, terms, quality and quantity as similar product available to Concessionaire from its major supplier. This documentation shall be maintained and be made available to City in accordance with Section 5 of this Agreement. Nothing in this Agreement shall be construed to prohibit a venue Sponsor or Tenant from exhibiting at a Facility

any merchandise or article in connection with its event at the Facility or from dispensing free samples of food, beverages, or merchandise; provided, however, that if alcoholic beverages are being sampled, such sampling shall be coordinated with and conducted by Concessionaire. Appropriate sampling size for food, beverages and merchandise shall be mutually agreed upon by and between City and Concessionaire. Sampling shall be conducted in such a manner so as to effectively sample the product without undue negative impacts on sales and subject to the indemnification requirements contained in Subsection 7.D.1 herein.

**U. City Provided Equipment** - City owns the basic concession equipment permanently located at the City Venues, which equipment (the “**City-Provided Equipment**”) City will provide for Concessionaire’s use without charge. However, the City-Provided Equipment shall remain the property of City. Except as otherwise instructed by the Executive Director, Concessionaire shall provide for the maintenance and repair of the City-Provided Equipment as required for the normal operations of Concessionaire; the cost and expense of such repair and maintenance treated as a Cost of Sales. Concessionaire shall not be responsible for replacing any such City-Provided Equipment unless Concessionaire’s negligence or willful misconduct shall have been the cause necessitating such replacement (in such instance, the replacement cost shall not be deemed a Cost of Sales). Similarly, any maintenance and repair costs necessitated by Concessionaire’s negligence or willful misconduct shall be at Concessionaire’s sole cost and expense and not be deemed a Cost of Sales. The equipment may not be removed, relocated or discarded without written permission of the Executive Director. If Concessionaire desires to locate or install additional equipment for use in the food/service areas of the Facilities, Concessionaire shall obtain the prior written approval of the same from the City.

**V. City’s Rights** - City retains and reserves all rights, including advertising and sponsorships, at the Facilities not expressly conferred upon Concessionaire.

**W. Services Description** – The Services to be provided by Concessionaire pursuant to this Section 7 and Concessionaire’s associated rights and obligations set forth in this Agreement are further described in **Exhibit F**, attached hereto and incorporated herein.

**X. Marketing Fund.** Concessionaire will establish and fund a marketing fund (the “**Marketing Fund**”) at the rate of One Hundred and Twenty-five Thousand Dollars (\$125,000.00) per Contract Year. The parties agree that (i) the Marketing Funds shall be utilized pursuant to this Agreement for the purpose of maximizing Gross Sales, (ii) in no event shall any use of Marketing Funds be deemed a Cost of Sales under this Agreement, and (iii) unspent funds in a given year shall accumulate to increase the available Marketing Funds in following years. Upon expiration of the Term or sooner termination of this Agreement, for any reason, Concessionaire shall pay any amounts in the Marketing Fund to the City.

## **8. INSPECTION AND TESTING BY CITY.**

**A. Operations Observations** - City shall have the right to observe any transaction or transactions between Concessionaire and the public involving any sales authorized hereunder for the purposes of determining the quality and quantities of food, beverages and facilities offered to the public, the prices charged therefore, and the accountability of the Gross Receipts received therefrom. City shall also have the right to make any and all examinations, tests, measurements, weighings, etc. as it may desire of all materials, food and supplies in

Concessionaire's possession and to be sold by Concessionaire, in order to determine their quality and quantity.

**B. Facilities Inspections** - City shall have the right at any time and as often as the Executive Director considers necessary to inspect the Locations and places of operation of Concessionaire and to advise Concessionaire of the existence of any conditions which the Executive Director determines to be unsafe, unsanitary or detrimental to the public or the operation of the City Venues. Concessionaire agrees to correct all such conditions promptly after notice.

## **9. RIGHT OF ENTRY RESERVED.**

City, through its agents and/or employees, representatives, and contractors, shall have the continual right to enter upon and under all portions of the Locations to inspect the same, to observe the performance of Concessionaire of its obligations under this Agreement, to conduct inspections and/or audits as indicated in Sections 5 and 7 hereof, and to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which City may be obligated or has the right to do under this Agreement or otherwise. Nothing contained in this Section is intended or shall be construed to limit any other rights of City under this Agreement.

No abatement of any payments by Concessionaire shall be claimed by or allowed to Concessionaire by reason of the exercise of any of the rights set forth in this Section; provided, however, that in the exercise of the foregoing rights, City shall not interfere in Concessionaire's business activities nor shall City assert any nonperformance by Concessionaire of its responsibilities hereunder as a result of the exercise by City of such rights.

Nothing in this Section shall impose or shall be construed to impose upon City any obligations to construct or maintain or make repairs, replacements, alterations, additions, or improvements or shall create any liability for any failure to do so.

City agrees that it will make ordinary inspections and undertake other non-emergency activities only at reasonable times, provided, however, that nothing in this Section shall be construed to limit or diminish City's right of entry at any time in an emergency, as determined by the Executive Director.

## **10. INGRESS AND EGRESS.**

If Concessionaire shall comply with the terms and conditions of this Agreement, then Concessionaire shall have the right of ingress to and egress from the Locations provided for herein through such ways provided by City.

## **11. PERMITS AND LICENSES.**

Concessionaire shall procure any permits and licenses required and pay all charges and fees necessary for the business to be conducted by it hereunder; provided, however, that such charges and fees shall be included as Cost of Sales. Concessionaire shall deliver copies of all

such permits or licenses to the Executive Director.

**12. GOVERNMENTAL COMPLIANCE.**

Concessionaire, its officers, agents, servants, employees, invitees, licensees, and any other persons over which Concessionaire has control or right of control shall comply with all present and future laws, ordinances, orders, directives, rules and regulations of the United States of America, State of Colorado, and the City and County of Denver and their respective agencies, departments, authorities, or commissions of the foregoing, applicable to or affecting directly or indirectly Concessionaire or its operations and activities on or in connection with the premises of the City Venues.

**13. NO DISCRIMINATION IN EMPLOYMENT.**

In connection with the performance of work under the Agreement, the Concessionaire 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 Concessionaire shall insert the foregoing provision in all subcontracts.

**14. UTILITIES.**

**A. City Supplied Utilities** - City shall furnish, at no cost for consumption, all electric, gas, heat, water, and drainage utilities necessary for the food service operations. Concessionaire shall make best efforts to practice prudent energy management satisfactory to the Executive Director.

**B. Concessionaire Supplied Utilities** - The Concessionaire shall be responsible for providing only such utility lines and electrical service lines as are necessary for the delivery of the Services under this Agreement. Concessionaire is responsible for its telephone lines and service. The cost and expense incurred by Concessionaire under this Section 14.B shall be considered a Cost of Sales.

**C. Utility Maintenance** - Concessionaire shall be responsible for maintaining and repairing all utility lines and utility service equipment within Concessionaire's Locations as it pertains to Concessionaire's Locations; provided, however, that the cost and expense incurred by Concessionaire for the foregoing shall be considered a Cost of Sales, and provided further that City shall be responsible for the cost of maintaining and repairing those utility lines and utility service equipment found within the Locations occupied by Concessionaire to the extent any utility lines and utility service equipment for which City is responsible necessitate such maintenance and repair. For the purposes of this Section, the point at which responsibility shall pass from the City to Concessionaire is the point at which the utility service line enters into the wall of the Location.

**D. City Limited Liability** - Anything herein to the contrary notwithstanding, City shall not be liable or responsible for any failure to furnish utility services, whether occasioned by strike or other work stoppage; federal, state or local government action; breakdown or failure of apparatus, equipment or machinery employed in supplying the said services; any temporary



stoppage for the repairs, improvements or enlargement thereof or any act or condition beyond its reasonable control. City shall not be responsible for any goods, products or equipment stored at the City Venues, nor will City be responsible for damage resulting from a power failure, flood, fire, explosion and/or other causes.

**E. Trash Services** - City is responsible for emptying of the trash compactor(s), compost containers, and recycling compactor(s) and removal of trash, compost, and recycling materials from the building provided that Concessionaire must maintain and remove the trash and recycling materials from the Spaces or other areas designated by the Executive Director and place the same in locations designated by the Executive Director. Concessionaire will comply with all laws and City policies concerning recycling and environmental issues that are in effect during the term of this Agreement.

## **15. REPAIRS AND MAINTENANCE.**

**A. Concessionaire's Obligation** - Concessionaire is responsible for maintaining the Spaces in a clean and presentable condition as specified by the Executive Director.

**B. Signage** - Any signage used to display product information and pricing shall be maintained in good and working order. All signage must be preapproved prior to installation and shall not conflict with any sponsorship arrangement entered into by City and shall be expressly used to advertise a product for sale at the Location that the sign is being displayed.

**C. Locations and Equipment** - Concessionaire shall be responsible for keeping the Locations clean, safe, and in good working order and for the routine repair and maintenance of equipment (including City-Provided Equipment) used in the operation of the Services.

**D. Concessionaire's Repairs** - Concessionaire shall, prior to making any routine repairs at the Locations, other than repairs to its own equipment, or emergency repairs, consult with the Executive Director to determine whether City wishes to make the repairs with its own personnel. City may charge Concessionaire its standard rates for such service including such overhead charges as shall be determined from time to time by the Executive Director. In the event City elects not to make repairs, Concessionaire shall, proceed to do so; provided, however, it will not take any action or refrain from any action which will cause any labor problem which will affect City directly as a result of the action of Concessionaire, its employees, agents or contractors. All work done by Concessionaire, or on its account, shall be of first class quality in both materials and workmanship. All routine repairs and maintenance will be made in conformity with the laws and rules and regulations prescribed from time to time by any Federal, State or municipal authority having jurisdiction over the location of the work.

**E. Reparations** - In the event that Concessionaire refuses or neglects to make the routine repairs and maintenance specified in this Section 15, to the extent Concessionaire is obligated to do so under this Agreement and after receipt of written notice by City to Concessionaire regarding the same, or if City is required to make any repairs necessitated by the negligent acts or omissions of Concessionaire, its employees, agents, servants, or licensees, City shall have the right, but shall not be obligated, to make such repairs on behalf of or for the account of Concessionaire. In the event that City shall make such repairs, such work shall be paid for by

Concessionaire upon receipt of a statement therefor in the amount of City's cost plus an amount for overhead as shall be determined from time to time by the Executive Director.

**F. Cost and Expense** – Except as otherwise provided in Section 15.F, the cost and expense incurred by Concessionaire under Sections 15.A, B, and C shall be considered a Cost of Sales except to the extent that any such routine repairs or maintenance are necessitated by the negligence or willful misconduct of Concessionaire in which event such cost and expense shall be borne by Concessionaire and shall not be considered a Cost of Sales. In addition, in the event damage to the Facilities or equipment outside of the Locations occurs as a result of Concessionaire's negligence or willful misconduct in its operations, the cost and expense for such repairs shall be borne by Concessionaire and shall not be considered a Cost of Sales. Notwithstanding the foregoing, the obligation to pay for, and authority to perform, direct, and supervise capital repairs, improvements, and replacements shall remain with the City and the cost and expense for the same will not be considered Cost of Sales.

**G. Repair and Maintenance Fund** – Concessionaire will establish and fund an equipment replacement and enhancement fund (the "**Reserve Fund**") at the rate of **ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00)** per Contract Year. The parties agree that (i) the Reserve Funds shall be utilized pursuant to this Agreement for the purpose of repairing, maintaining and replacing equipment (including City-Provided Equipment) with the mutual approval of the City and the Concessionaire, (ii) in no event shall any use of Reserve Funds be deemed a Cost of Sales under this Agreement, and (iii) unspent funds in a given year shall accumulate to increase the available Repair and Maintenance Funds in following years. Upon expiration of the Term or sooner termination of this Agreement, for any reason, Concessionaire shall pay any amounts in the Reserve Fund to the City.

## **16. ALTERATIONS AND REPAIRS BY CONCESSIONAIRE.**

**A. Conditions of Alterations and Repairs** - Concessionaire may alter, modify, or make non-routine repairs to or installations at the Locations or install any fixtures therein, including signage and graphics, only with the prior written permission of the Executive Director. In the event Concessionaire is required or permitted by the Executive Director to make alterations, non-routine repairs, modifications, or installations at or to the Locations, such work shall be built or made strictly in accordance with the following terms and conditions, and no such work or contracts or subcontracts for the same shall be entered until Concessionaire has established to the Executive Director's reasonable satisfaction that the following terms and conditions have been fully and appropriately satisfied.

1. Before the commencement of such work, (i) conceptual/schematic, preliminary and final detailed plans (which shall include samples of colors and materials), and specifications shall be filed with and approved by the Executive Director and all governmental departments or authorities having jurisdiction or design review thereover, (ii) all such work shall be done subject to and in accordance with the requirements of law and applicable regulations of all such governmental departments and authorities and, when

required, each affected public utility company, and (iii) all work shall be fully coordinated with scheduled City Venues' events and with the construction, remodeling, repair and other work being performed by others at the City Venues.

2. Before the commencement of such work, Concessionaire shall obtain, and provide to the City Attorney for approval, payment and performance bonds to the extent required by and in accordance with the laws of the State of Colorado, the City Charter and ordinances of the City and County of Denver.
3. Concessionaire shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Concessionaire shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered.

Date bid or request for qualifications/proposals was advertised:  
September 20, 2024.

Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this Agreement, Concessionaire will receive no additional compensation for increases in prevailing wages or fringe benefits.

Concessionaire shall provide the Auditor with a list of all subcontractors providing any services under the contract.

Concessionaire shall provide the Auditor with electronically-certified payroll records for all covered workers employed under the contract.

Concessionaire shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing [auditor@denvergov.org](mailto:auditor@denvergov.org).

If Concessionaire fails to pay workers as required by the Prevailing

Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

4. Concessionaire shall obtain insurance as required by the City's Office of Risk Management, and provide evidence thereof to the City Attorney, against all liabilities and claims potentially arising out of or related to the work contemplated by this Section 16. The City's Risk Management Office shall be notified of all such work prior to commencement of the work and, upon receipt of notice thereof, will require appropriate insurance of the Concessionaire and/or Concessionaire's subcontractors. Insurance requirements may include, without limitation, Builders' Risk and an Installation Floater covering the property and equipment, with the City and County of Denver listed as an Additional Insured, and professional insurance covering all engineering and architectural work. Per Section 18.B.1, all subcontractors and subconsultants are required to procure and maintain the same coverages required of the Concessionaire, as applicable to the scope of work. All coverages related to the subject work shall be kept in full force at all times during the work, warranty period, and for eight (8) years after termination of this Agreement. Evidence of coverage must be submitted to the City Attorney before commencement of such work. Neither the obligation to obtain such insurance nor the obtaining of such insurance shall relieve or lessen Concessionaire's indemnification of City, except to the extent of payment under policies of such insurance.
5. Such work shall be performed in compliance with the provisions for small business enterprise, equal employment opportunity, and minority and women business enterprise participation that are contained in sections 28-31 through 28-90, DRMC, as the same may be amended or recodified from time to time.
6. Such work shall be performed in a first-class workmanlike manner and in accordance with the plans and specifications approved for the same and by contractors satisfactory to the Executive Director. Concessionaire shall redo or replace, at its sole cost and expense, prior to or after completion of such work, any work as determined by the Executive Director which is not done in accordance with such plans and specifications as approved by the Executive Director.
7. Concessionaire shall, at its sole cost and expense, submit to the Executive Director as soon as practicable following final completion of such work as described hereinabove, the following in separate submissions for each Location and for each category of

investment: (i) written notice of completion indicating the effective date of completion of said work; (ii) an itemized statement of the costs incurred by Concessionaire for such work with invoices attached and showing a breakdown of costs in fixed or movable improvements and/or equipment; (iii) one set of as built plans showing the improvements as constructed; and; (iv) a schedule of equipment listing serial numbers and location of each item.

8. Unless otherwise approved in writing by the Executive Director, no fixtures, equipment or other personal property shall be purchased, leased, hired under any purchase agreement, bailment lease, conditional sale or other agreement unless such lease, conditional sale or other agreement provides for a waiver of exemption of distraint or other proceeding which may be available to City against such fixtures, equipment, or other personal property.
9. The risk of loss or damage to all such required or permitted repairs, alterations, modifications or installations prior to completion thereof shall be upon Concessionaire and Concessionaire shall, at its own cost and expense, replace and repair any and all such damage in accordance with the provisions of this Section.

Notwithstanding anything to the contrary contained in this Section 16, Concessionaire may not undertake the construction, reconstruction, or remodeling of general public improvements. Furthermore, City shall retain the discretion to determine whether and to what level to fund the work contemplated by this Section 16.

**B. Concessionaire's Property** - All moveable equipment and furnishings purchased by Concessionaire without any financial contribution from City funds shall remain the property of Concessionaire.

**C. Lien Waivers** - Concessionaire shall cause each contractor with whom it contracts for construction of fixed improvements to execute and file with the Executive Director, a waiver of the right to file a mechanics' lien which shall be effective against claims by contractor and all subcontractors, materialmen and workmen arising out of any work done by Concessionaire or by Concessionaire's contractors. Concessionaire will indemnify, hold harmless and defend City from any and all claims, liens or charges of any nature whatsoever relating to defects in the work done by Concessionaire or its contractors.

**D. Landlord's Lien** - It is understood and agreed that, notwithstanding any other provisions of this Agreement, City shall at all times have the right to assert a landlord's lien on any and all property of Concessionaire or any other person or entity, in or around the Facilities.

**E. Cost and Expenses.** In the event Concessionaire is required or permitted by the Executive Director to alter, modify, or make non-routine repairs at or to the Locations as provided in this Section 16, the cost and expenses incurred by Concessionaire therefor shall not

be considered a Cost of Sales but shall remain fully reimbursable by City to Concessionaire upon provision to City of an invoice in format and with a level of detail reasonably acceptable to City and including reasonable supporting documentation as may be requested by City. Payment by the City for such work shall be subject to Section 4.H of this Agreement and the City's Prompt Payment Ordinance.

#### **17. DAMAGE TO OR DESTRUCTION OF PREMISES.**

All risk of loss from damage to or destruction of the Locations shall be upon Concessionaire and the Concessionaire shall not have any cause of action against the City for consequential damages. Concessionaire shall, at its own cost and expense (which shall not be treated as a Cost of Sales), replace and repair any and all damage or destruction to the Locations which is the result of Concessionaire's negligence or willful misconduct, such replacement and repair to be performed in accordance with the provisions of Section 17, hereof; provided, however, that said duty to replace and repair shall not apply to the extent of damage caused by the negligence or willful misconduct of employees of City.

#### **18. INSURANCE, LIABILITY AND BONDS.**

**A. Performance Bond** - Concessionaire shall provide upon execution of this Agreement and keep in effect during the term of the Agreement, a performance bond with corporate surety in the amount of **TWO MILLION DOLLARS (\$2,000,000.00)**, guaranteeing the faithful performance of all conditions contained herein. The form and content of the bond as well as the identity of the surety are subject to the approval of City. In lieu of a bond, City may, in its sole discretion, accept as security an irrevocable letter of credit in a form and with a bank satisfactory to City.

#### **B. Insurance:**

**a. General Conditions:** Concessionaire 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. Concessionaire shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. 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, Concessionaire shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Concessionaire. Concessionaire 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 Concessionaire. The Concessionaire 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:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit G** attached hereto and incorporated herein, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. 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 Concessionaire'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, Automobile Liability, and Excess Liability/Umbrella (if required) Concessionaire and 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, Concessionaire's insurer shall waive subrogation rights against the City.

**e. Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Concessionaire. Concessionaire shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Concessionaire agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

**f. Workers' Compensation/Employer's Liability Insurance:** Concessionaire 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. Concessionaire expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Concessionaire's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Concessionaire executes this Agreement.

**g. Commercial General Liability:** Concessionaire shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

**h. Business Automobile Liability:** Concessionaire shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

**i. Professional Liability (Errors & Omissions):** Concessionaire shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

**j. Additional Provisions:**

(i) For Commercial General Liability, the policy must provide the following:

(a) That this Agreement is an Insured Contract under the policy;

(b) Defense costs are outside the limits of liability;

(c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and

(d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(ii) For claims-made coverage:

(a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

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

**19. PROMPT PAYMENT.**



Concessionaire shall pay all of its obligations on any invoiced and undisputed amounts for accepted and/or completed goods or services within thirty-five (35) days of the Concessionaire's receipt of the invoice. Payments to the promoters or performers for Novelties sales under the Agreement shall be timely made as required under this section.

**20. TERMINATION BY CITY.**

**A. Grounds for Termination** - If any one or more of the following shall occur, then, City may at its option terminate this Agreement by sending written notice of termination, by registered or certified mail, to Concessionaire at its address set forth herein, which notice shall be deemed given when received.

1. Concessionaire shall become insolvent, or shall take the benefit of any present or future insolvency statute; or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or
2. By order or decree of the court Concessionaire shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or any State thereof; or
3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against Concessionaire and shall not be dismissed or stayed within thirty (30) calendar days after the filing thereof; or
4. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court of governmental board, agency or officer, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Concessionaire and such possession or control shall continue in effect for a period of thirty (30) calendar days; or
5. Concessionaire shall become a corporation in dissolution; or
6. Interests of or rights of Concessionaire hereunder shall be transferred to, passed to, or devolve upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, by, in connection with or as a result of any bankruptcy, insolvency,

trusteeship, liquidation, or other preceding or occurrence described in Subsection 1, 2, 3, 4, or 5 of this Section; or

7. Concessionaire shall voluntarily discontinue its operation at the City Venues; or
8. Any lien is filed against the Facilities or any portion thereof because of any act or omission of Concessionaire and is not discharged within twenty (20) calendar days, unless Concessionaire shall within the aforesaid twenty (20) calendar days furnish to City such bond as the Executive Director in his/her discretion determines to be adequate to protect the interests of City; or
9. City shall determine in its sole and absolute discretion that the City Venues shall be closed, abandoned, or razed; or
10. Concessionaire loses its liquor license.
11. The City has the right to terminate the Agreement without cause upon sixty (60) days prior written notice to the Concessionaire. However, nothing gives the Concessionaire the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

**B.** If Concessionaire is a privately owned corporation, and any of the events enumerated in Subsection 1, 2, 3, 4, 5 or 6 of Subsection 20.A. occur with respect to the principle shareholder or his or her estate, then upon the occurrence of any such event or at any time thereafter during the continuance thereof, City may, at its option terminate this Agreement by sending written notice of termination, by registered or certified mail, to Concessionaire at its address set forth herein, which notice shall be deemed given when mailed.

**C.** If Concessionaire shall become a successor or merged corporation in a merger, or a constituent corporation in a consolidation, then such merger or consolidation shall not be grounds for termination of the Agreement and of Concessionaire's rights hereunder if the successor corporation shall have and shall acknowledge in writing to the Executive Director that it has assumed all of the obligations of Concessionaire under this Agreement, and shall provide written notice to the parties set forth in Section 34 of this Agreement. If the successor corporation shall not have, or shall fail to give written acknowledgment to the Executive Director that it has assumed all of the obligations of Concessionaire, then City may, at its sole option, terminate this Agreement by sending written notice of the termination, by registered or certified mail, to Concessionaire at its address set forth herein, which notice shall be deemed given when mailed.

**D.** In the event Concessionaire shall fail to perform or, improperly performs any of its obligations hereunder ("**Non-performance**"), then City shall have the right to provide Concessionaire with a notice of default which shall set forth specifically the Non-performance. Concessionaire shall have thirty (30) calendar days from the date of receipt of such notice, except as provided below, within which to correct the Non-performance. Should Concessionaire cure the

Non-performance within the thirty (30) calendar day period, it shall notify City in writing of such cure. In the event the Non-performance is not cured within such thirty (30) calendar day period, City may then terminate this Agreement by giving Concessionaire fifteen (15) calendar days' written notice of its decision to do so which notice shall specify the exact date of termination. Such termination notice shall not extend further the cure period afforded to Concessionaire. Notwithstanding the foregoing, if the Non-performance cannot be cured through the exercise of reasonable diligence within the thirty (30) day period, then such thirty (30) day period shall be extended to a time as is reasonable to cure the Non-performance, provided Concessionaire has proceeded and is continuing to proceed in a diligent and reasonable manner to cure. Concessionaire shall, if the Non-performance cannot be cured within the thirty (30) day time period through the exercise of reasonable diligence so advise City in writing and also provide its best estimate of when such Non-performance will be cured and shall further advise City of such cure when accomplished. The foregoing period to cure shall not apply if Concessionaire fails to timely pay the Minimum Guaranteed Payment for any Accounting Period or any other payment owed to City ("**Payment Non-performance**"); the cure period for Payment Non-performance shall be five (5) calendar days following receipt of notice of such Payment Non-performance. Notwithstanding the foregoing thirty (30) day and five (5) day cure periods set forth above, Concessionaire agrees that it will cure defaults as promptly as commercially practicable and Concessionaire will not take the full cure period to cure defaults if such defaults can be cured in a shorter period.

**E. Right of Re-entry** - City shall, as an additional remedy upon the giving of notice of termination, have the right to re-enter the Locations upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re- entry, or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of Concessionaire under this Agreement, and shall in no event constitute an acceptance of surrender.

## **21. REQUIREMENTS OF THE FINANCINGS.**

The parties agree that due to the financings of the Facilities that this Agreement must be and has been approved by the City's bond counsel, currently Kutak Rock LLP, 1801 California Street, Suite 3000, Denver, CO 80202. It is understood that the use of the Facilities is restricted by the City's bond ordinances, and by all applicable rules, regulations, statutes or ordinances promulgated by any federal, state or municipal agency having jurisdiction over the Facilities. The parties agree that, the bond ordinances permit the terms of the Agreement as written and that Concessionaire shall comply with all IRS regulations and take no action that would jeopardize the tax-exempt status of the bonds. This Agreement approval by Bond Counsel is attached hereto as **Exhibit I**. Concessionaire 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.

The parties to this Agreement intend that this Agreement satisfy all of the safe harbor requirements set forth in Rev. Proc. 2017-13, 2017-06 I.R.B. (or any supplemental or subsequent guidance by the federal Treasury Department as the City determines may apply

during the term of this Agreement) (the “Safe Harbor”). This Agreement shall be interpreted consistent with such intent. Concessionaire represents that it has had ample opportunity to review Rev. Proc. 2017-13 with its legal counsel.

Concessionaire agrees that it is not and will not be entitled to and will not take any tax position that is inconsistent with being a service provider to the City with respect to the services provided under this Agreement, including but not limited to the services described in Section 3 of this Agreement. For example, Concessionaire will not claim any depreciation or amortization deduction, investment tax credit or deduction for any payment as rent with respect to the Facilities.

Concessionaire represents that no directors, officers, shareholders, partners, members or employees of Concessionaire currently serve on the City Council of the City.

Concessionaire agrees to cooperate with the City to make amendments to this Agreement as reasonably necessary in the determination of the City to ensure this Agreement continues to comply with the Safe Harbor throughout the term of this Agreement. Concessionaire further agrees that any agreements permitted to be negotiated by it or permitted to be entered into with third parties hereunder shall comply with the Safe Harbor.

**22. NON-WAIVER BY CITY.**

A failure by City to take any action with respect to any default or violation by Concessionaire of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of City to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default. The acceptance by City of payment for any period or periods after a default or violation of any of the terms, conditions, and covenants of this Agreement shall not constitute a waiver or diminution of, nor create any limitation upon any right of City pursuant to this Agreement to terminate this Agreement for such violation or default or for continuation or repetition of the original violation or default.

**23. AGREEMENT NOT ASSIGNABLE.**

This Agreement shall not be assigned, transferred, sublet or otherwise disposed of by either party hereto without the express written approval of the other party, provided no such approval shall be required in the event of an assignment by Concessionaire to an affiliate of Concessionaire controlled by, or under common control with, Concessionaire. Notwithstanding the foregoing, any assignment by Concessionaire to an affiliate of Concessionaire that is controlled by, or under common control with, Concessionaire shall not be effective until written notice of such assignment is received by City and the City Attorney in accordance with Section 34 below. In addition, no assignment by Concessionaire shall release Concessionaire of its obligations hereunder unless expressly released in writing by City.

**24. STATUS OF CONCESSIONAIRE.**

Concessionaire is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are

employees or Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

**25. TRANSITION UPON EXPIRATION OR TERMINATION.**

a. **Surrender of Premises** - Concessionaire covenants and agrees to yield and deliver peaceably to City possession of the Locations occupied herein and alteration, additions, or improvements thereof upon the termination or expiration of this Agreement promptly and in good condition, order and repair, except for reasonable wear and tear from the last necessary repair, replacement, restoration or renewal of such locations made by Concessionaire pursuant to Concessionaire's obligations under this Agreement. If Concessionaire fails or neglects to remove all or any portion of its movable furniture, movable personal property and/or removable trade fixtures within thirty (30) calendar days after the termination or expiration of this Agreement or expiration of any renewal thereof, such items shall, at the sole option of City, become the property of City and if such option is exercised by City, Concessionaire shall have no further or equitable right, title or interest therein.

b. **Inventory** - Upon commencement of the Agreement, Concessionaire shall purchase at cost all remaining saleable inventory that is not already owned by the City from the City's prior concessionaire. Any inventory purchased in whole or in part by funds of the City or to which the City is otherwise entitled shall be considered the property of the City and managed as directed by the Executive Director. Upon termination or expiration, Concessionaire shall, as directed by the City, sell any remaining saleable inventory at cost to the City or such third-party as the City may designate.

c. **Liquor Licensing** - Upon termination or expiration of the Agreement, Concessionaire shall cooperate as directed by the City to transfer any liquor license used for the provision of services under the Agreement to any party designated by the City.

**26. NO PERSONAL LIABILITY.**

No elected official, director, officer, agent or employee of City nor any director, officer, or employee of Concessionaire, shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

**27. REPRESENTATIONS, WARRANTIES, DAMAGES.**

No representations or warranties, whether oral or written, express or implied, made prior to the execution of this Agreement shall be part of this Agreement. Under no circumstances whatsoever shall either party be liable for any incidental or consequential damages (except for any failure to pay any sum due under this Agreement) arising out of this Agreement or any other transaction(s) between the parties hereto. Each party shall use commercially reasonable efforts to mitigate losses resulting from a breach or early termination of this Agreement.

**28. OPERATING STANDARDS.**

All of Concessionaire's activities hereunder shall be subject to the policies and standards of City, as the same may be amended from time to time by the City.

**29. CONFLICT OF INTEREST.**

No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Concessionaire shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

The Concessionaire shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Concessionaire represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Concessionaire by placing the Concessionaire's own interests, or the interests of any party with whom the Concessionaire has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Concessionaire written notice describing the conflict.

**30. FORCE MAJEURE.**

**A.** Subject to Subsection 30E., neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to causes or conditions beyond its control, including without limitation acts of God; provided, that nothing in this Section is intended or shall be construed to abate, postpone, or in any respect diminish Concessionaire's obligations to make any payments due to City pursuant to this Agreement.

**B.** Neither party hereto shall be under any obligation to supply any service or services if and to the extent and during any period that the supplying of any such service or services or the use of any component necessary therefore shall be prohibited by any Federal, State, County or municipal law, rule, regulation, order or directive.

**C.** Except as otherwise expressly provided in this Agreement, no abatement, diminution or reduction of the Minimum Guaranteed Payment or other payments or charges payable by Concessionaire shall be claimed by or allowed to Concessionaire for any inconvenience, interruption, cessation, or loss of business or other loss caused, directly or indirectly, by any present or future laws, rules, requirements, orders, directives, ordinances or regulations of the United States of America, or of the State, or City, or any other lawful authority whatsoever, or by priorities, rationing, or curtailment of labor or materials, or by war or any matter or thing resulting therefrom, or by any other cause or causes beyond the control of City, nor shall this Agreement be affected by any such causes.

**D.** In the event of the destruction of a City Venue by reason of fire, storm or other casualty or occurrence of any nature, Concessionaire may suspend services to be performed under this Agreement with respect to such City Venue or terminate this Agreement with respect to such City Venue. In the event Concessionaire elects not to terminate this Agreement, Concessionaire may suspend its service with respect to such City Venue until such time, not to exceed twelve (12) months, as City shall have substantially completed the reconstruction of the City Venue.

**E.** Concessionaire may suspend services to be performed under this Agreement or terminate this Agreement with respect to a City Venue in the event any act or occurrence, including without limiting the generality of the foregoing, acts of God or other occurrences beyond Concessionaire's control, which act or occurrence is of such effect and duration as to effectively curtail the use of the subject City Venue for its intended purposes so as to effect a substantial reduction in the need for the services provided by Concessionaire for a period in excess of ninety (90) calendar days; provided, however, for the purposes of this Subsection 30.E., Concessionaire shall have the right terminate this Agreement with respect to the subject City Venue on a retroactive basis effective as of the date the use of the subject City Venue was effectively curtailed. Notwithstanding the foregoing, the terms of this subsection 30.E shall not apply in connection with any Health and Safety Restrictions Period.

**F.** Notwithstanding anything contained in this Section 30 of the Agreement to the contrary, the Concessionaire agrees not to seek to terminate the Agreement in connection with any Health and Safety Restrictions Period.

### **31. PATENTS, TRADEMARKS AND COPYRIGHTED PRODUCTS.**

If Concessionaire requires the use of or desires to use any patented design, device, material, process, mark, copyright, trademark, name, slogan, or other legally protected property right, or to sell, vend or distribute any item or product which is subject to a copyright, patent, trademark, license, or other form of legal protection, it shall provide for such use, sale or distribution in an approved legal manner by making a proper agreement with the patentee, owner or lessee or such design, device, material, process, mark, copyright, trademark, name, slogan, or other legally protected property right, for such use. Concessionaire shall protect, defend and save harmless City, its officers, agents, and employees, against any and all claims for damages or otherwise by reason of infringement of such design, device, material, process, mark, copyright, trademark, name, slogan, or other legally protected property right, and shall indemnify City, its officers, agents, and employees for any loss it or they may sustain due to such infringement. Concessionaire shall not sell, vend or distribute items or products deceptively similar to those subject to copyright, patent, trademark, or license to avoid payment of appropriate royalties or fees.

### **32. NO LIABILITY FOR WATER DAMAGE.**

City shall not be liable to Concessionaire for any damage to property of Concessionaire at any time due to water, rain, snow, or any other substance which may leak into, issue, or flow from any part of the City Venues or from the pipes or plumbing works of same or from any other place.

### **33. INTERPRETATION.**

**A. In General** - It is the intention of the parties hereto that the language hereof, and in all parts of this Agreement shall be in all cases construed simply according to their fair meaning and not strictly for or against either City or Concessionaire.

**B. Law Governing Interpretation** - Concessionaire and City agree that any litigation filed by either as a result of any breach of contract or other matter arising out of this

Agreement shall be filed exclusively in the Denver District State Court or in the United States District Court for the District of Colorado and that the interpretation of this Agreement shall be in all respects governed by the laws of the State of Colorado, without regard to any statute or rule of law purporting to provide for a different choice of law.

**C. Section and Paragraph Headings** - The Section and/or Paragraph headings herein and through this Agreement are for the convenience of City and Concessionaire in reference only, and are not intended and shall not be used to construe the intent of this Agreement or any part thereof, or to modify, amplify, or aid in the interpretation or construction of the provisions thereof.

**D. Gender and Number** - The use of any gender herein shall include any or all genders, and use of any number shall be construed as the singular and/or the plural, all as the context may require.

**34. SEVERABILITY.**

City and Concessionaire agree that, except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if any section or provision of this Agreement, or any portion of any Section or provision, shall for any reason be held to be void, illegal or otherwise enforceable, all other portions of this Agreement shall nevertheless remain in full force and effect.

**35. QUIET ENJOYMENT.**

Except for such rights and acts of City authorized by this Agreement, City covenants that Concessionaire, upon paying all payments, fees, and other charges due hereunder and performing and complying with all covenants, agreements, provisions, obligations and duties incumbent upon Concessionaire under this Agreement, shall and may peaceably have, hold and enjoy the Locations in the manner described herein during the term of this Agreement. In the event that City shall in any manner convey the premises or assign this Agreement, with the consent of Concessionaire, or if the operations of the City Venues shall pass from City by operation of law or otherwise, then City shall have no personal obligation to Concessionaire with respect to the foregoing covenant after such conveyance, assignment, or passing.

**36. NOTICES.**

**A. Notices to City** - All notices required to be given by Concessionaire to City pursuant to this Agreement shall be in writing and sent by overnight, registered or certified mail, to:

Mayor of the City of Denver  
Room 350  
City and County Building  
Denver, Colorado 80202-5375

and



Executive Director, Arts & Venues  
Denver Division  
1345 Champa Street, First Floor  
Denver, Colorado 80204

With copies to:

City Attorney for the  
City and County of Denver  
Room 353  
City and County Building  
Denver, Colorado 80202-5375

and

Venue Director,  
Denver Arts and Venues  
City and County of Denver  
4600 Humboldt Street  
Denver, Colorado 80216

or to such other place as City may from time to time designate in writing.

**B. Notices to Concessionaire** - Except as otherwise provided in this Section with regard to day to day operational and management matters, all notices required to be given by City to Concessionaire pursuant to this Agreement shall be directed in writing and sent by overnight, registered or certified mail to:

Alison Birdwell  
President & CEO  
Aramark Sports and Entertainment Services, LLC  
2400 Market Street  
Philadelphia, PA 19103  
[Birdwell-alison@aramark.com](mailto:Birdwell-alison@aramark.com)

with a required copy to:

Christopher Stearns  
Vice President, Associate General Counsel  
Aramark Sports and Entertainment Services, LLC  
2400 Market Street  
Philadelphia, PA 19103  
[Stearns-christopher@aramark.com](mailto:Stearns-christopher@aramark.com)

or to such other place as Concessionaire may from time to time designate in writing.

Notwithstanding the foregoing, notice provided by the City to Concessionaire at the following address shall be sufficient for matters involving day to day operational and management issues: Michael Ringler - [Ringler-michael@aramark.com](mailto:Ringler-michael@aramark.com) and Richard Hesse - [Hesse-richard@aramark.com](mailto:Hesse-richard@aramark.com).

**37. ENVIRONMENTAL REQUIREMENTS.**

Concessionaire, in performing the Services and its associated rights and obligations under this Agreement, shall comply with all Environmental Laws, including but not limited to Environmental Laws regarding the storage, use, and disposal of Hazardous Materials and regarding Releases or threatened Releases of Hazardous Materials into the environment.

**38. ENTIRE AGREEMENT.**

This Agreement, including the Exhibits hereto, supersedes any prior Agreement on the subject of the operation of the Services at the City Venues. This Agreement constitutes the entire Agreement of the parties in the subject matter thereof, and may not be changed, modified, discharged or extended by oral agreement or representation or otherwise except by written amendment duly executed by an authorized representative of Concessionaire and City.

**39. EXHIBITS.**

The following Exhibits and Attachments are attached hereto and incorporated herein by reference and the rights and obligations contained therein are hereby incorporated into and shall be a part of this Agreement as if contained in the main body of this Agreement. For exhibits which are samples of periodically updated reports or documents, the City may update the required format and details from time to time in its sole discretion.

- Exhibit A-Locations
- Exhibit B-Annual Incentive Criteria form
- Exhibit C-Monthly Financial Statement
- Exhibit D-Daily Report
- Exhibit E-Annual Report
- Exhibit F-SOW
- Exhibit G-COI
- Exhibit H-Initial Prevailing Wage Rates
- Exhibit I-Bond Counsel Approval

**40. LEGAL AUTHORITY.**

Concessionaire represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of Concessionaire represents and warrants that he or she has been fully authorized by Concessionaire to execute this Agreement on behalf of Concessionaire and to validly and legally bind Concessionaire to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Concessionaire or the person

signing this Agreement to enter into this Agreement.

**41. USE, POSSESSION, OR SALE OF ALCOHOL OR DRUGS.**

Concessionaire, its officers, agents, contractors, subcontractors, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring Concessionaire, its officers, agents, contractors, subcontractors, and employees from City facilities or participating in City operations.

**42. NO SALE OR ADVERTISING OF TOBACCO PRODUCTS; NO SMOKING.**

Concessionaire shall cooperate and comply with the provisions of Executive Order No. 13, which prohibits the sale or advertisement of tobacco products on City owned property and in facilities owned or operated or controlled by the City. "Sale" includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. "Advertising" includes the display of commercial and noncommercial promotion of the purchase or use of tobacco products through any medium whatsoever, but does not include any advertising and sponsoring which is a part of a performance or show or any event displayed or held in City facilities.

**43. COLORADO GOVERNMENTAL IMMUNITY ACT.**

In relation to this Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, et seq.

**44. DISPUTES.**

All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

**45. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.**

Concessionaire 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.

**46. COMPLIANCE WITH DENVER WAGE LAWS.**

To the extent applicable to the Concessionaire's provision of Services hereunder, Concessionaire 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, Concessionaire expressly acknowledges that Concessionaire is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by Concessionaire, 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.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]**

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

THTRS-202477263-00  
ARAMARK SPORTS AND ENTERTAINMENT SERVICES 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-202477263-00  
ARAMARK SPORTS AND ENTERTAINMENT SERVICES LLC

By: DocuSigned by:  
*William Manion*  
A37247938149480... \_\_\_\_\_

Name: william Manion  
(please print)

Title: Vice President, Finance  
(please print)

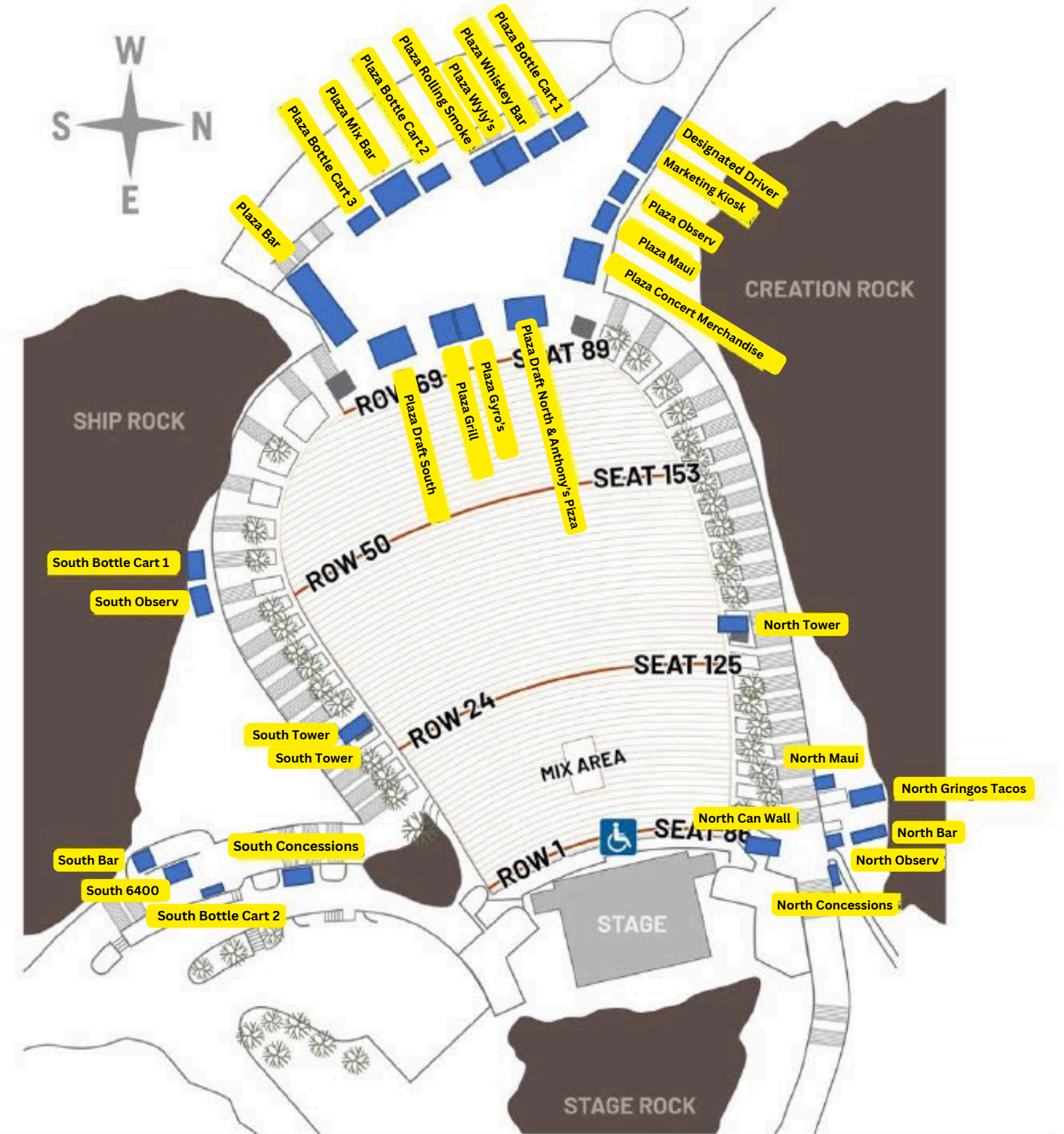
ATTEST: [if required]

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

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

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

# Red Rocks Concessions Location Map



# EXHIBIT A-2

\* LABELED SPACES ARE FOR CONCESSIONAIRE USE

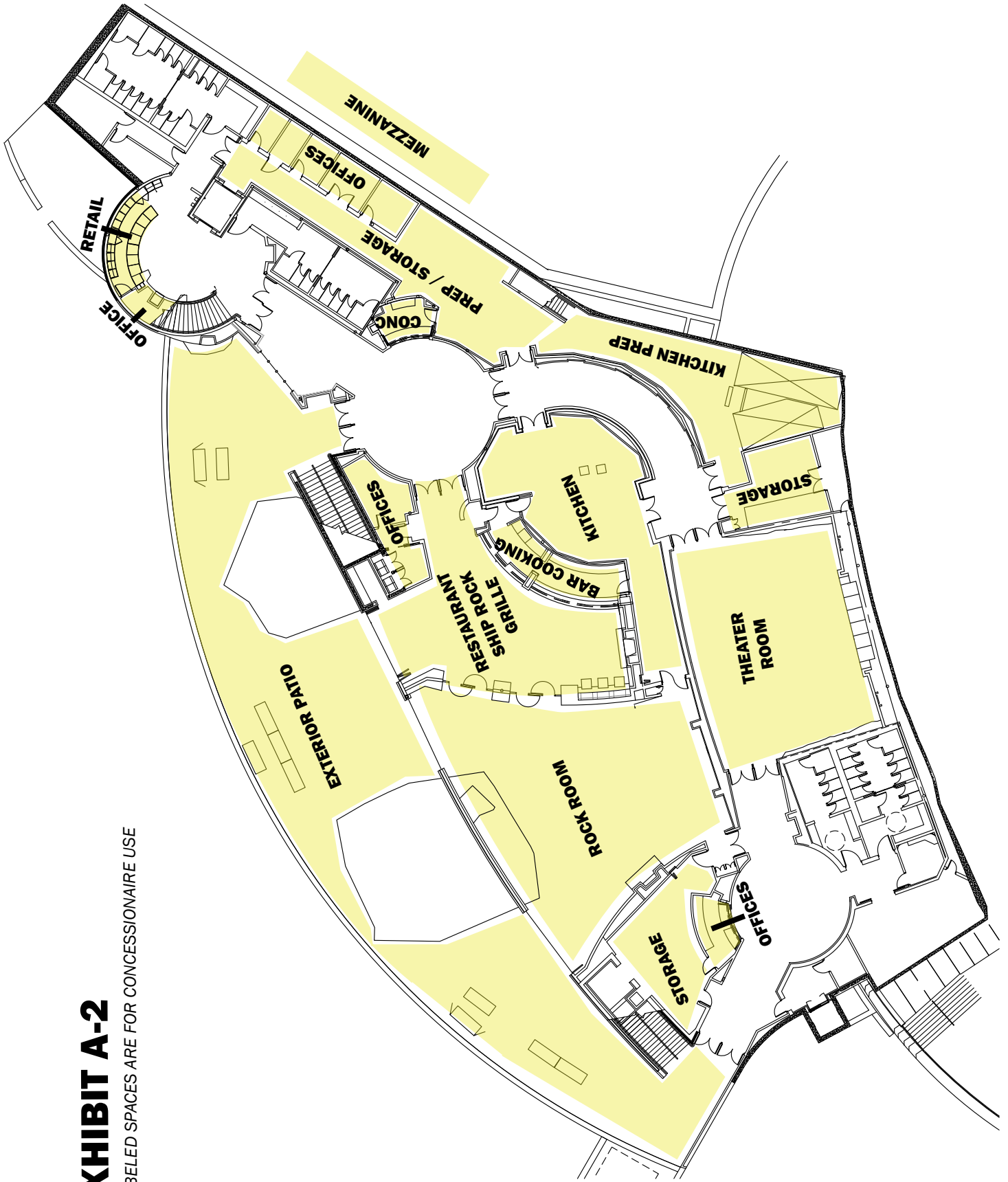




Exhibit A-3



Red Rocks trading post.  
For Concessionaire use.

Exhibit A-4

**B** Brungardt Enterprises, L.L.C.  
2105 South Mountain Court  
Phoenix, AZ 85025  
(602) 557-1285

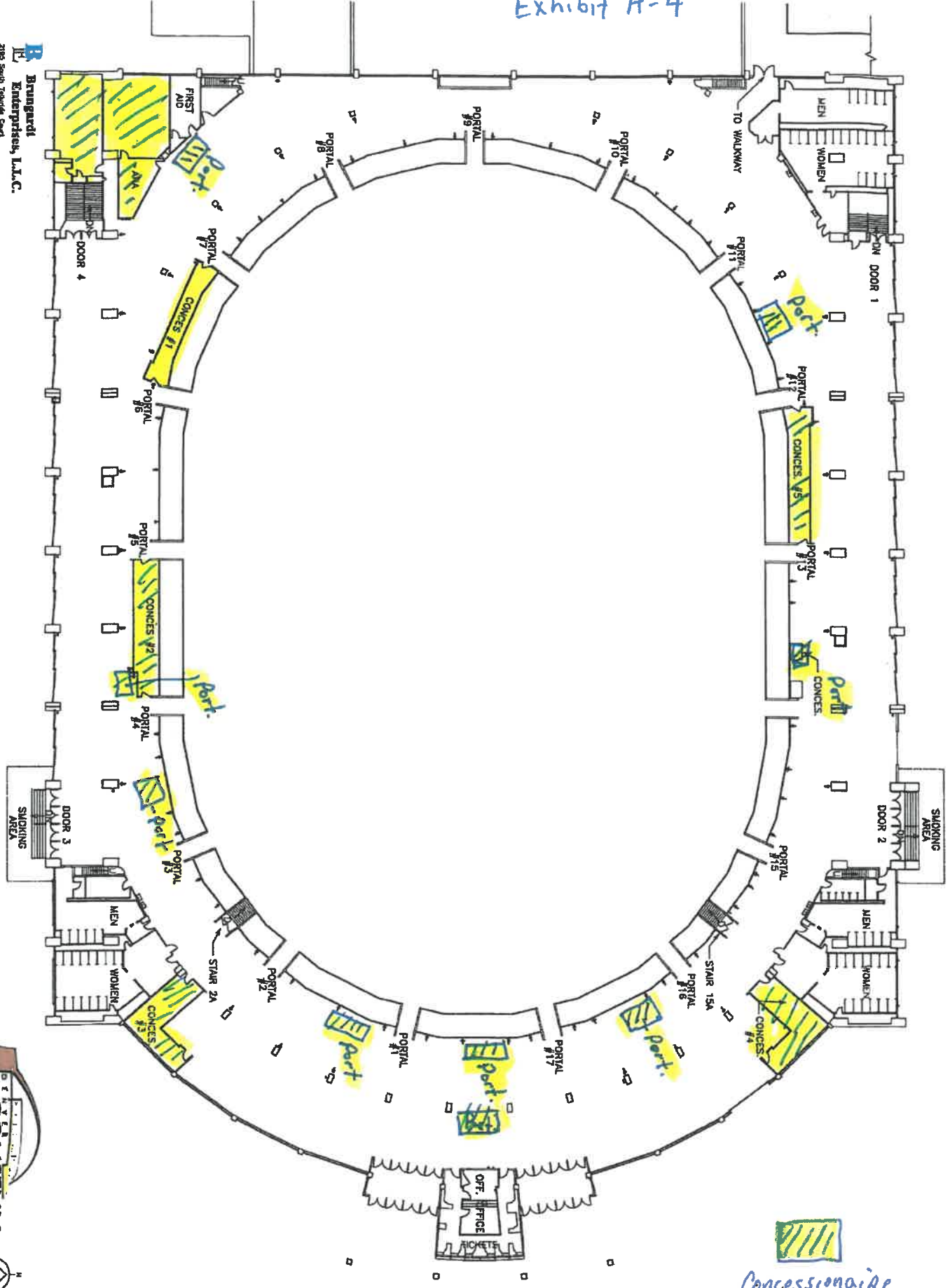


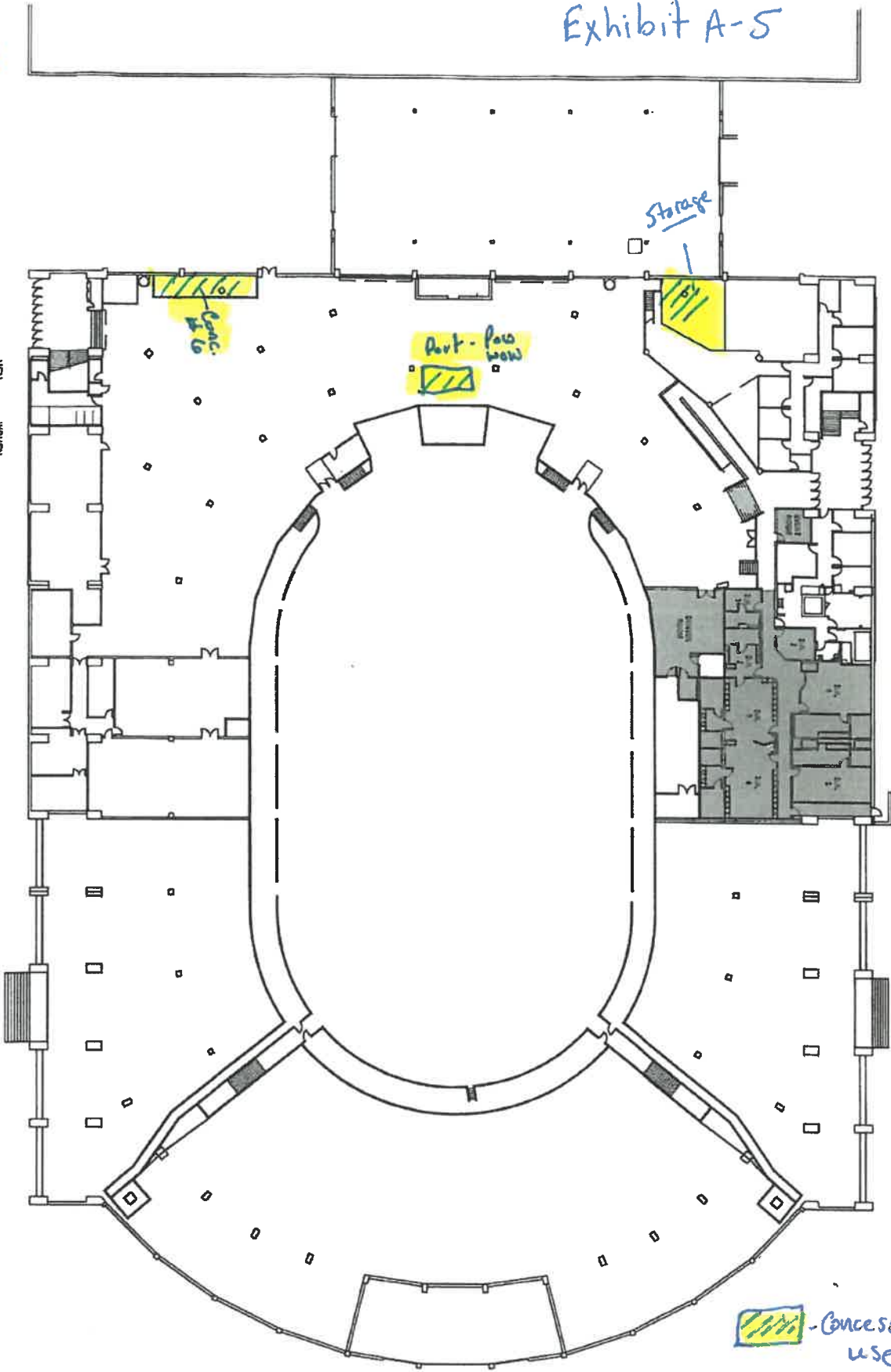
Exhibit A-5

**B** Baumgardner  
**E** Enterprises, L.L.C.  
"One Solution for Games and Shows"  
(800) 746-5555

MEN  
WOMEN

**Arcade Level**  
REV. DATE: 11-16-11

**COLISEUM**  
Phone: (405) 281-0001



**Exhibit B**  
**Red Rocks and Denver Coliseum Agreement**  
**Incentive Criteria 2025**

As specified as Exhibit B in the concessions Agreement for Food and Beverage Concessions at City Venues, "City and Concessionaire shall prepare and mutually agree upon an incentive plan with measurable and auditable criteria to be used for determining the Concessionaires Incentive Compensation for the contract year." Criteria shall be set forth and implemented to coincide with the contract year ending January 31, 2026. The Incentive Criteria must satisfy the requirements of Section 5.02 of Rev. Proc. 2017-13 (e.g., the eligibility for, the amount of, and the timing of the Incentive Compensation may not take into account net profits or both revenues and expenses). The Criteria below is subject to change based on changing conditions which may include conditions related to construction limitations and restrictions.

---

**Criterion 1: .....- Value 25%**

---

Concessionaire shall satisfy criterion

---

**Criterion 2..... -Value 25%**

---

Concessionaire shall satisfy criterion

---

**Criterion 3: - .....-Value 10%**

---

Concessionaire shall satisfy criterion

---

**Criterion 4: .....- Value 10% -**

---

Concessionaire shall satisfy criterion

---

**Criterion 5: .....- Value 10%**

---

Concessionaire shall satisfy criterion

---

**Criterion 6: .....- Value 10%**

---

Concessionaire shall satisfy criterion

In addition to monthly reports, at the end of the contract year information will be reported on the items in this criterion which includes each sales location, along with an analysis of what worked well and what didn't with corresponding evaluation.

\_\_\_\_\_  
Date: \_\_\_\_\_

Brian Arp  
General Manager  
Aramark S&E

\_\_\_\_\_  
Date: \_\_\_\_\_

Tad Bowman  
Venue Director, Red Rocks & Denver Coliseum  
City and County of Denver Arts and Venues

## Exhibit C

**Profit Center Name: Denver Coliseum and Red Rocks Amphitheater**

**Month: SEP FY24**

**Contract Year: November 1, 2023 - January 31, 2025**

**Concessionaire shall pay monthly to the City an amount equal to 50% of the Gross Sales for each Accounting Period. If the Gross Profit for the month, after payment of any accrued operating loss, is not sufficient to cover the Minimum Guaranteed Payment for the accounting period, then Aramark shall be responsible for paying the difference so the city receives the full minimum guaranteed payment. Aramark may recoup the out of pocket (loss) over the year. If at the end of the year we are still in a loss, aramark will take the loss.**

**We need to exclude 1900.460600 - Adminstrative Charged - Billed and 1900.460900 - Labor Recovery**

Month: SEP FY24		Denver Coliseum	Red Rocks - Concessions	Red Rocks - Merchandise	Red Rocks - Premium Srv	
0500 - Retail Sales - Food	000000 - - -	\$ (174.00)	\$ (271,051.92)		\$ (273,298.49)	\$ (544,524.41)
0500 - Retail Sales - Food	120000 - Candy/Cookies/Gum/Mint		\$ (38,064.48)			\$ (38,064.48)
0550 - Retail Sales - Beverages	109999 - Beverages-Other	\$ (203.00)	\$ (638,892.16)	\$ (23,012.25)	\$ (18,085.84)	\$ (680,193.25)
0550 - Retail Sales - Beverages	113000 - Water-Bottled	\$ (102.00)				\$ (102.00)
0600 - Retail Sales - Alcoholic Beverages	105200 - Beverage-Beer Draft		\$ (238,134.62)		\$ (15,317.43)	\$ (253,452.05)
0600 - Retail Sales - Alcoholic Beverages	105300 - Beverage-Bottle/Cans-Beer	\$ (246.00)	\$ (2,117,889.81)		\$ (23,592.68)	\$ (2,141,728.49)
0600 - Retail Sales - Alcoholic Beverages	105400 - Beverage-Liquor	\$ (443.25)	\$ (1,019,855.57)		\$ (71,691.22)	\$ (1,091,990.04)
0600 - Retail Sales - Alcoholic Beverages	105500 - Beverage-Wine	\$ (187.50)	\$ (134,473.03)		\$ (21,295.95)	\$ (155,956.48)
0700 - Sales - Merchandise and Apparel	162000 - Clothing & Apparel-Other			\$ (599,930.72)		\$ (599,930.72)
0700 - Sales - Merchandise and Apparel	163400 - Jewelry			\$ (2,408.20)		\$ (2,408.20)
0700 - Sales - Merchandise and Apparel	163600 - Sundries			\$ (3,575.42)		\$ (3,575.42)
0700 - Sales - Merchandise and Apparel	163800 - Toys, Dolls & Games			\$ (8,781.85)		\$ (8,781.85)
0700 - Sales - Merchandise and Apparel	167100 - Novelties-Other			\$ (8,580.72)		\$ (8,580.72)
0700 - Sales - Merchandise and Apparel	168500 - Souvenirs		\$ (33,900.71)	\$ (179,090.70)	\$ (993.75)	\$ (213,985.16)
1400 - Income-Sub Contract	145030 - Discounts-Contra Other Income		\$ 676,059.29	\$ 2,692,638.34		\$ 3,368,697.63
1400 - Income-Sub Contract	397800 - ARAMARK Portion of Sub Income		\$ (1,073,113.75)	\$ (3,632,197.03)		\$ (4,705,310.78)
1900 - Income-Other Operating	000000 - - -		\$ (2,680.60)	\$ (2,690.30)	\$ (500.00)	\$ (5,870.90)
<b>Sum</b>		<b>(1,355.75)</b>	<b>(4,891,997.36)</b>	<b>(1,767,628.85)</b>	<b>(424,775.36)</b>	<b>(7,085,757.32)</b>
	Credit Card Fees	(8,014.20)	154,400.58	142,297.97	14,128.51	302,812.86
	Gross Sales New Contract	<b>(9,369.95)</b>	<b>(4,737,596.78)</b>	<b>(1,625,330.88)</b>	<b>(410,646.85)</b>	<b>(6,782,944.46)</b>
		0.50	0.50	0.50	0.50	
		<b>(4,684.98)</b>	<b>(2,368,798.39)</b>	<b>(812,665.44)</b>	<b>(205,323.43)</b>	

A

B

Minimum Guaranteed Payment Percentage of Gross Sales 0.50

{MO - FY} payment **(3,391,472.23)**

**Total Mininum Guarantee (3,391,472.23)**



Exhibit D

Daily Sales Flash - Red Rocks, T-Pain



Clarity Production <donotreply-PATS@aramark.com>

To: ● Arndt, Joanna; ● Arp, Brian; ● Benedetti, Michael G.; ● Birdwell, Alison; ● Calabro, Joseph; ○ chris.miller@denvergov.org; ● Conklin, Shannon R.; ● Dolan III, Stephen; ● Drain, Mat; ● Gallagher, Catherine; ● Gupta, Amit; ○ Hesse, Richard; ● Holstein, David; ○ john.scheck@denvergov.org; ● Kriebel, Scott; ● Lazor, Danielle; ● Manion, Bill; ● Mccauley, James; ● McLaughlin, Larry; ○ melanie.santistevan@denvergov.org; ● Morton, David; ● OShaughnessy, Christopher; ● Peachey, Brian; ○ Ringler, Michael; ● Schlackman, Robert; ● Scirrotto, William; ● Skelton, Denise; ○ tad.bowman@denvergov.org; ● Tesaro, Michael Thu 10/31/2024 8:50 AM

☺ Reply ↶ Reply All → Forward 📧 ⋮

DAILY FLASH	
Venue	Red Rocks
Date	Oct 30 2024 7:00PM
Day	Wednesday
Primary Performer	T-Pain
Secondary Performer	
Event	T-Pain
Outcome	N/A
Weather	Cold (Excessive)

Actual Results	
Aramark Sales	\$176,077
Attendance	9,118
Percap	\$19.31
Projection	
Aramark Sales	\$159,596
Attendance	9,388
Percap	\$17.00
Variance	
Aramark Sales	\$16,481
Attendance	(270)
Percap	\$2.31

MTD Sales Variance	(\$54,943)
<i>(Concert Tier 1)</i>	

Description	Sales Actual														Contract YTD
	11/01/23 - 11/22/23	11/23/23 - 12/27/23	12/28/23 - 01/24/24	01/25/24 - 02/21/24	02/22/24 - 03/27/24	03/28/24 - 04/24/24	04/25/24 - 05/22/24	05/23/24 - 06/26/24	06/27/24 - 07/24/24	07/25/24 - 08/21/24	08/22/24 - 09/25/24	09/26/24 - 10/23/24	10/24/24 - 10/31/24	Expenses Estimated	
	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	October 2024		
<b>GROSS RECEIPTS</b>															
NON ALCOHOLIC BEVERAGE	199,798	47,766	272,136	1,546	206,479	305,879	418,879	843,408	627,705	679,159	680,295	534,989	86,139	4,904,177	
DRAFT BEER SALES	31,844	-	225,730	-	-	48,733	66,564	230,923	184,096	219,234	253,452	134,695	160,697	1,555,969	
BEER-BTL/CANS-STANDS	555,784	2,656	761,767	-	-	919,467	1,500,741	2,529,766	1,832,703	1,982,590	2,141,728	1,545,026	31,645	13,803,875	
LIQUOR	229,214	2,656	261,054	-	-	421,214	687,670	1,267,663	896,756	972,361	1,091,990	844,051	48,245	6,722,874	
WINE	11,621	2,731	16,803	-	-	23,676	70,483	141,421	116,325	131,782	155,956	64,432	510,184	1,245,414	
CANDY	10,251	3,486	17,666	-	18,649	18,833	25,656	42,829	38,769	33,860	38,064	31,031	305,044	584,139	
FOOD SALES	119,321	79,507	340,052	-	245,963	187,038	288,299	472,699	446,212	440,627	544,524	396,528	39,270	3,600,041	
RETAIL	129,122	85,598	53,156	52,331	137,037	248,560	507,717	773,017	683,467	865,288	837,262	503,278	87,464	4,963,299	
ADMIN/SERVICE CHARGE FEES	6,607	8,248	-	-	3,874	2,251	19,555	70,998	53,953	47,123	72,836	55,996	7,156	348,596	
DISCOUNTED SALES	4,554	-	23,738	-	-	-	-	-	-	-	-	-	-	28,292	
<b>TOTAL ARAMARK SALES</b>	<b>1,298,115</b>	<b>232,648</b>	<b>1,972,102</b>	<b>53,877</b>	<b>612,002</b>	<b>2,175,650</b>	<b>3,585,566</b>	<b>6,372,724</b>	<b>4,879,986</b>	<b>5,372,024</b>	<b>5,816,110</b>	<b>4,110,028</b>	<b>1,275,844</b>	<b>37,756,675</b>	
<b>MISCELLANEOUS GROSS RECEIPTS</b>															
SUBS INCOME	722,611	45,027	557,123	3,303	223,100	1,593,619	3,212,362	4,294,049	3,350,244	3,959,585	4,705,311	3,077,292	967,675	26,711,300	
SUBS CONTRA	(502,845)	(28,458)	(356,286)	(2,311)	(142,512)	(1,118,318)	(2,334,676)	(3,069,719)	(2,356,026)	(2,814,881)	(3,368,698)	(2,161,364)	(679,102)	(18,935,196)	
MISC INCOME/VENDING MACHINE/ATM	6,125	12,727	-	425	225	1,185	3,527	3,772	26,376	7,056	5,871	2,403	835	70,528	
TOTAL OTHER	225,891	29,296	200,837	1,416	80,813	476,486	881,213	1,228,102	1,020,594	1,151,760	1,342,484	918,331	289,408	7,846,632	
<b>TOTAL GROSS RECEIPTS</b>	<b>1,524,006</b>	<b>261,943</b>	<b>2,172,940</b>	<b>55,293</b>	<b>692,815</b>	<b>2,652,136</b>	<b>4,466,779</b>	<b>7,600,827</b>	<b>5,900,580</b>	<b>6,523,784</b>	<b>7,158,594</b>	<b>5,028,359</b>	<b>1,565,252</b>	<b>45,603,306</b>	
<b>GROSS SALES</b>															
NON ALCOHOLIC BEVERAGE	199,798	47,766	272,136	1,546	206,479	305,879	418,879	843,408	627,705	679,159	680,295	534,989	86,139	4,904,177	
DRAFT BEER SALES	31,844	-	225,730	-	-	48,733	66,564	230,923	184,096	219,234	253,452	134,695	160,697	1,555,969	
BEER-BTL/CANS-STANDS	555,784	2,656	761,767	-	-	919,467	1,500,741	2,529,766	1,832,703	1,982,590	2,141,728	1,545,026	31,645	13,803,875	
LIQUOR	229,214	2,656	261,054	-	-	421,214	687,670	1,267,663	896,756	972,361	1,091,990	844,051	48,245	6,722,874	
WINE	11,621	2,731	16,803	-	-	23,676	70,483	141,421	116,325	131,782	155,956	64,432	510,184	1,245,414	
CANDY	10,251	3,486	17,666	-	18,649	18,833	25,656	42,829	38,769	33,860	38,064	31,031	305,044	584,139	
FOOD SALES	119,321	79,507	340,052	-	245,963	187,038	288,299	472,699	446,212	440,627	544,524	396,528	39,270	3,600,041	
RETAIL	129,122	85,598	53,156	52,331	137,037	248,560	507,717	773,017	683,467	865,288	837,262	503,278	87,464	4,963,299	
SUBS INCOME	722,611	45,027	557,123	3,303	223,100	1,593,619	3,212,362	4,294,049	3,350,244	3,959,585	4,705,311	3,077,292	967,675	26,711,300	
SUBS CONTRA	(502,845)	(28,458)	(356,286)	(2,311)	(142,512)	(1,118,318)	(2,334,676)	(3,069,719)	(2,356,026)	(2,814,881)	(3,368,698)	(2,161,364)	(679,102)	(18,935,196)	
MISC INCOME/VENDING MACHINE/ATM	6,125	12,727	-	425	225	1,185	3,527	3,772	26,376	7,056	5,871	2,403	835	70,528	
<b>TOTAL GROSS SALES</b>	<b>1,512,845</b>	<b>253,696</b>	<b>2,149,202</b>	<b>55,293</b>	<b>688,941</b>	<b>2,649,885</b>	<b>4,447,224</b>	<b>7,529,829</b>	<b>5,846,626</b>	<b>6,476,661</b>	<b>7,085,757</b>	<b>4,972,363</b>	<b>1,558,096</b>	<b>45,226,419</b>	
<b>COST OF SALES</b>															
COLD BEVERAGE - NON ALCOHOLIC	36,729	11,743	61,584	1,443	46,143	62,929	84,257	203,119	152,975	159,850	155,218	134,798	20,018	1,130,805	
DRAFT BEER	13,114	(3,073)	27,485	8,867	(1,300)	12,036	9,127	37,845	29,693	33,594	42,375	19,688	26,756	256,208	
BEER-BOTTLED/CANNED	93,848	864	154,452	(31,517)	3,852	185,360	303,550	464,683	344,827	366,612	392,334	319,718	5,303	2,603,886	
LIQUOR	33,833	(299)	39,995	(782)	(7,689)	36,879	60,485	153,767	102,186	111,607	98,852	100,187	5,981	735,000	
WINE	4,784	(2,555)	5,190	38	5,791	20,060	30,483	27,062	26,650	34,467	35,594	14,267	141,807	343,638	
CANDY	5,070	2,561	11,178	6	11,087	8,081	13,633	16,581	17,799	16,230	14,880	15,585	131,903	264,595	
FOOD	44,834	21,623	112,679	937	84,690	69,592	96,154	147,808	160,060	155,821	167,209	85,796	12,643	1,159,846	
RETAIL	38,308	37,443	2,148	16,162	42,824	61,241	143,242	208,478	189,448	243,798	152,150	123,891	22,263	1,281,393	
CASH DISCOUNTS	(197)	(109)	-	-	-	-	-	(17)	(167)	-	-	-	-	(491)	
PAYROLL COST	295,229	201,607	482,741	113,959	279,051	420,700	651,503	852,181	995,639	865,192	1,014,292	775,330	184,370	7,131,794	
MANAGEMENT BONUS EXPENSE - OTHER	-	34,802	-	-	-	-	-	-	-	-	-	-	-	34,802	
CAFETERIA/OPERATING SUPPLIES	6,014	2,397	9,854	1,052	5,550	12,134	14,016	49,466	45,616	26,815	37,855	23,915	-	234,686	
JANITORIAL SUPPLIES	1,566	178	1,819	305	1,488	2,147	1,777	8,387	6,036	5,640	4,954	2,407	-	36,703	
ICE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
ADV & PROMOTION/SALES & MARKETING EXP.	-	513	2,647	-	-	-	-	3,333	937	4,260	-	-	-	11,691	
CO VEH-OPR & REPAIR	39	-	-	-	669	3,516	-	-	-	-	-	-	-	4,224	
COMPUTER LEASE FEES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
CONTRACTED SERVICES	-	-	-	-	-	-	-	-	-	-	-	642	-	642	
CONTRACT CLEANING	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
CREDIT CARD CHGBACKS	147	(10,697)	15	364	(5)	82	478	836	638	723	892	313	-	(6,213)	
CREDIT CARD SVC FEES	61,794	3,255	114,559	(23,014)	34,588	119,153	207,486	339,508	232,111	293,798	339,065	210,862	74,537	2,007,702	
CREDIT CARD EQUIPMENT CHARGE-OUTS	(8,877)	(1,314)	(16,319)	-	(5,303)	(7,528)	(21,092)	(36,331)	(27,264)	(28,386)	(36,253)	(21,151)	-	(209,818)	
DEPRECIATION	157	157	157	157	157	157	157	157	157	2,560	1,359	1,359	-	6,691	
DIRECT EXPENSE-SUPPLIES OTHER	-	-	158	682	1,891	20	2,240	1,945	-	3,350	5,040	933	-	16,259	
DUES-PROFESSIONAL	-	-	26	-	26	-	-	-	-	-	843	1,134	-	2,028	
AUTO RENTAL	-	-	-	-	-	-	-	-	688	-	-	-	-	688	
EMPLOYEE WELFARE	686	2,107	947	699	521	701	1,439	2,569	2,166	9,416	3,406	39,376	-	64,032	
FLOWERS & DECORATION	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
FLT SVCS-LEASED VEHI	51	5	5	5	5	5	5	75	-	5	73	11	-	247	
FREIGHT/DELIVERY EXPENSE	-	-	-	-	-	-	-	-	-	-	11,477	-	-	11,477	



Description	Sales Actual														Contract YTD
	Expenses Estimated														
	11/01/23 - 11/22/23	11/23/23 - 12/27/23	12/28/23 - 01/24/24	01/25/24 - 02/21/24	02/22/24 - 03/27/24	03/28/24 - 04/24/24	04/25/24 - 05/22/24	05/23/24 - 06/26/24	06/27/24 - 07/24/24	07/25/24 - 08/21/24	08/22/24 - 09/25/24	09/26/24 - 10/23/24	10/24/24 - 10/31/24	October 2024	
	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	October 2024	October 2024	
FUEL/GASOLINE	538	255	149	76	208	342	476	593	315	342	400	342	-	-	4,035
GENERAL INSURANCE	17,163	9,140	20,670	5,218	11,438	21,498	35,575	53,262	56,974	52,527	59,958	41,565	9,219	394,206	
INSURANCE GIVE BACKS	-	-	-	-	(70,512)	-	-	-	-	-	-	-	-	(70,512)	
LEGAL DEPT CHGE OUT	-	-	-	-	-	-	-	-	100	-	-	-	-	100	
LONG TERM RENT - AUTO LEASE	178	204	5	5	5	5	5	38	5	3,799	2,097	201	-	6,550	
MISCELLANEOUS OPERATING EXPENSE (ALL OTHER)	926	-	-	-	-	-	-	1,042	2,149	2,686	(110)	4,547	-	11,240	
MUSIC & ENTERTAINERS	-	-	-	13	-	-	-	-	-	-	-	-	-	13	
OFFICE SUPPLIES	5,849	4,616	10,389	1,718	2,879	6,785	6,042	13,486	12,515	8,559	3,303	10,028	-	86,167	
OTHER OPERATING EXP - RECORDS STORAGE	-	-	2,902	-	-	(0)	-	-	-	-	-	-	-	2,902	
ENTERTAINMENT	-	-	-	330	-	-	-	-	-	-	-	-	-	330	
OTHER SERV CONTRACTS - DELAGE LANDEN	415	409	409	409	409	512	409	409	409	-	643	465	-	4,901	
OUTSIDE PRINTING	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
PEST CONTROL	-	-	-	-	-	3,186	-	950	-	1,250	625	620	-	6,632	
POSTAGE EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
PRINTING EXPENSE	1,222	218	4,981	572	296	743	1,350	1,072	957	917	23	236	-	12,588	
PROFESSIONAL SERV	2,578	16,341	1,634	4,523	1,717	1,634	1,634	1,923	1,634	1,634	7,784	1,977	-	45,011	
PROPERTY TAX	249	249	249	249	249	249	249	-	249	-	249	249	-	2,493	
PROTECTIVE SERVICES	528	-	-	115	1,100	510	115	-	510	115	760	-	-	3,753	
RECRUITING COSTS	35	73	-	111	172	809	416	674	348	421	251	687	-	3,998	
RELOCATION EXP-EMPL	-	-	-	-	-	-	185	587	-	-	-	-	-	772	
RENTALS	4,406	6,805	13,630	957	785	484	1,959	2,608	304	258	625	356	-	33,177	
REP&MAINT MATRLS-COMP	-	240	798	480	1,247	-	-	2,820	-	-	-	-	-	5,585	
REPAIR & MAINT-OTHER	1,835	544	5,859	-	951	7,116	(508)	142,845	716	6,203	4,461	5,153	-	175,175	
SALES & MARKETING EXPENSE	(253)	-	-	-	3,373	147	-	862	-	-	-	-	-	4,129	
SALES TAX/LICENSE/OTHER	(553)	1,463	5,466	894	1,351	(270)	2,575	13,415	1,776	4,495	5,120	2,152	-	37,885	
SERVICE AWARDS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SHORT/OVER IN CASH	(4,640)	126	(200)	(272)	(219)	(2,009)	(2,372)	(8,010)	(2,882)	(725)	(3,308)	(3,036)	-	(27,547)	
CHARITABLE CONTRIBUTIONS	-	-	-	-	(44)	-	-	-	-	-	-	-	-	(44)	
SMALLWARES/REPLACEMENT COST	-	-	590	-	-	1,619	16,897	1,377	-	-	-	-	-	20,484	
SOFTWARE P/C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SURETY BOND EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TELEPHONE EXP/TECHNOLOGY COST	18,482	35,667	22,103	17,027	13,737	19,872	20,889	34,166	16,514	20,593	23,770	26,007	-	268,826	
TRAINING	-	500	-	-	84	125	-	(86)	-	-	-	500	-	1,123	
TRAVEL AIR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TRAVEL EXPENSE	-	-	-	8	-	-	891	398	86	1,219	397	1,115	-	4,113	
TRAVEL EXP-LODGING	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TRAVEL EXP-MEALS	-	-	-	-	-	-	7	7	-	-	-	-	-	13	
TRAVEL EXP-OTHER	14	273	-	1,045	19	137	-	8	118	4	7	19	-	1,644	
TRAVEL MILEAGE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
UNIFORMS & LAUNDRY	33,645	8,947	3,418	412	5,501	456	3,559	16,831	14,432	16,141	11,429	7,945	-	122,715	
VEHICLE TAXES & LIC	-	-	(0)	-	-	-	-	-	-	82	-	1,452	-	1,534	
CONCESSIONAIRE FEE	21,899	3,776	30,764	1,175	9,895	38,074	63,912	108,400	84,627	93,169	101,744	71,740	22,253	651,428	
<b>TOTAL COST OF SALES</b>	<b>731,644</b>	<b>391,055</b>	<b>1,135,137</b>	<b>124,091</b>	<b>489,016</b>	<b>1,109,290</b>	<b>1,756,538</b>	<b>2,868,733</b>	<b>2,475,376</b>	<b>2,514,781</b>	<b>2,661,840</b>	<b>2,023,381</b>	<b>657,053</b>	<b>18,937,933</b>	
GROSS PROFIT	792,362	(129,112)	1,037,803	(68,798)	203,799	1,542,846	2,710,241	4,732,094	3,425,203	4,009,003	4,496,753	3,004,978	908,199	26,665,373	
<b>Gross Sales less Credit Card Fees</b>	<b>1,459,928</b>	<b>251,755</b>	<b>2,050,962</b>	<b>78,307</b>	<b>659,657</b>	<b>2,538,260</b>	<b>4,260,830</b>	<b>7,226,651</b>	<b>5,641,779</b>	<b>6,211,250</b>	<b>6,782,944</b>	<b>4,782,652</b>	<b>1,483,560</b>	<b>43,428,535</b>	
Multiplied by 50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	
Minimum Guaranteed Payment	\$ 729,963.97	\$ 125,877.42	\$ 1,025,480.85	\$ 39,153.65	\$ 329,828.34	\$ 1,269,129.85	\$ 2,130,414.87	\$ 3,613,325.68	\$ 2,820,889.32	\$ 3,105,625.05	\$ 3,391,472.23	\$ 2,391,326.18	\$ 741,779.87	21,714,267.26	
*Concessionaire Fee 1.5% of Gross Sales	\$ 21,899	\$ 3,776	\$ 30,764	\$ 1,175	\$ 9,895	\$ 38,074	\$ 63,912	\$ 108,400	\$ 84,627	\$ 93,169	\$ 101,744	\$ 71,740	\$ 22,253	\$ 651,428	
GROSS PROFIT	\$ 792,362	\$ (129,112)	\$ 1,037,803	\$ (68,798)	\$ 203,799	\$ 1,542,846	\$ 2,710,241	\$ 4,732,094	\$ 3,425,203	\$ 4,009,003	\$ 4,496,753	\$ 3,004,978	\$ 908,199	\$ 26,665,373	
Incentive Compensation %	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	
<b>ARAMARK Share Incentive Compensation at 5%</b>	<b>\$ 39,618</b>	<b>\$ (6,456)</b>	<b>\$ 51,890</b>	<b>\$ (3,440)</b>	<b>\$ 10,190</b>	<b>\$ 77,142</b>	<b>\$ 135,512</b>	<b>\$ 236,605</b>	<b>\$ 171,260</b>	<b>\$ 200,450</b>	<b>\$ 224,838</b>	<b>\$ 150,249</b>	<b>\$ 45,410</b>	<b>\$ 1,333,269</b>	
GROSS PROFIT LESS MINIMUM GUARANTEED PMTS.	\$ 62,398	\$ (254,989)	\$ 12,322	\$ (107,951)	\$ (126,029)	\$ 273,716	\$ 579,826	\$ 1,118,769	\$ 604,314	\$ 903,378	\$ 1,105,281	\$ 613,652	\$ 166,419	\$ 4,951,106	

Description	Sales Actual												Contract YTD	
	Expenses Estimated													
	11/01/23 - 11/22/23	11/23/23 - 12/27/23	12/28/23 - 01/24/24	01/25/24 - 02/21/24	02/22/24 - 03/27/24	03/28/24 - 04/24/24	04/25/24 - 05/22/24	05/23/24 - 06/26/24	06/27/24 - 07/24/24	07/25/24 - 08/21/24	08/22/24 - 09/25/24	09/26/24 - 10/23/24		10/24/24 - 10/31/24
November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	October 2024		
<b>GROSS RECEIPTS</b>														
NON ALCOHOLIC BEVERAGE	157,429.89	2,496.75	2,161.50	1,545.50	5,987.95	276,373.46	394,734.17	785,636.44	627,705.07	679,158.51	679,990.25	504,900.89	80,678.27	4,198,798.65
DRAFT BEER SALES	31,844.40	-	-	-	-	48,720.73	66,564.00	230,923.35	184,095.76	219,234.09	259,452.05	134,695.33	160,696.97	1,330,226.68
BEER-BTL/CANS-STANDS	555,784.41	2,656.00	-	-	-	905,331.05	1,500,741.22	2,359,955.88	1,832,702.79	1,982,589.82	2,141,482.49	1,530,929.22	4,564.54	12,816,737.42
LIQUOR	229,213.60	2,656.00	-	-	-	418,438.97	687,670.41	1,208,859.35	896,756.22	972,360.85	1,091,546.79	843,472.87	36,945.09	6,387,920.15
WINE	11,620.52	2,731.00	-	-	-	22,518.05	67,377.99	141,420.80	116,324.92	131,781.98	155,768.98	64,431.77	510,083.88	1,224,059.89
CANDY	6,397.38	-	-	-	-	14,993.07	25,656.44	42,449.81	38,768.88	33,859.83	38,064.48	27,002.02	304,344.90	531,536.81
FOOD SALES	74,390.88	16,560.50	-	-	2,475.00	146,518.72	264,071.08	469,820.20	446,211.81	440,627.42	544,350.41	358,637.89	31,409.90	2,795,073.81
RETAIL	129,121.82	85,598.08	53,156.29	52,331.42	137,037.02	248,560.18	507,716.99	773,017.27	683,467.19	865,288.48	837,262.07	503,278.36	87,464.11	4,963,299.28
ADMIN/SERVICE CHARGE FEES	5,741.65	6,606.68	-	-	1,408.00	2,250.75	18,586.00	70,997.76	53,953.08	47,122.63	72,836.23	55,996.36	7,155.52	342,654.66
DISCOUNTED SALES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL ARAMARK SALES</b>	<b>1,201,544.55</b>	<b>119,305.01</b>	<b>55,317.79</b>	<b>53,876.92</b>	<b>146,907.97</b>	<b>2,083,704.98</b>	<b>3,533,118.30</b>	<b>6,083,080.86</b>	<b>4,879,985.72</b>	<b>5,372,023.61</b>	<b>5,814,753.75</b>	<b>4,023,344.71</b>	<b>1,223,343.19</b>	<b>34,590,307.36</b>
<b>MISCELLANEOUS GROSS RECEIPTS</b>														
SUBS INCOME	682,466.89	5,619.25	4,488.03	3,302.50	7,709.60	1,575,352.52	3,204,191.42	4,227,777.58	3,350,244.07	3,959,584.99	4,705,310.78	3,056,029.43	951,113.29	25,733,190.35
SUBS CONTRA	(478,015.18)	(3,944.67)	(3,209.42)	(2,311.32)	(5,390.05)	(1,106,103.28)	(2,329,449.38)	(3,028,742.07)	(2,356,025.87)	(2,814,880.79)	(3,368,697.63)	(2,147,652.44)	(668,125.95)	(18,312,548.05)
MISC INCOME/VENDING MACHINE/ATM	5,900.40	4,179.35	-	425.09	-	485.81	3,526.80	3,227.18	11,375.65	6,436.18	5,870.90	2,403.45	600.00	44,430.81
TOTAL OTHER	210,352.11	5,853.93	1,278.61	1,416.27	2,319.55	469,735.05	878,268.84	1,202,262.69	1,005,593.85	1,151,140.38	1,342,484.05	910,780.44	283,587.34	7,465,073.11
<b>TOTAL GROSS RECEIPTS</b>	<b>1,411,896.66</b>	<b>125,158.94</b>	<b>56,596.40</b>	<b>55,293.19</b>	<b>149,227.52</b>	<b>2,553,440.03</b>	<b>4,411,387.14</b>	<b>7,285,343.55</b>	<b>5,885,579.57</b>	<b>6,523,163.99</b>	<b>7,157,237.80</b>	<b>4,934,125.15</b>	<b>1,506,930.53</b>	<b>42,055,380.47</b>
<b>GROSS SALES</b>														
NON ALCOHOLIC BEVERAGE	157,429.89	2,496.75	2,161.50	1,545.50	5,987.95	276,373.46	394,734.17	785,636.44	627,705.07	679,158.51	679,990.25	504,900.89	80,678.27	4,198,798.65
DRAFT BEER SALES	31,844.40	-	-	-	-	48,720.73	66,564.00	230,923.35	184,095.76	219,234.09	259,452.05	134,695.33	160,696.97	1,330,226.68
BEER-BTL/CANS-STANDS	555,784.41	2,656.00	-	-	-	905,331.05	1,500,741.22	2,359,955.88	1,832,702.79	1,982,589.82	2,141,482.49	1,530,929.22	4,564.54	12,816,737.42
LIQUOR	229,213.60	2,656.00	-	-	-	418,438.97	687,670.41	1,208,859.35	896,756.22	972,360.85	1,091,546.79	843,472.87	36,945.09	6,387,920.15
WINE	11,620.52	2,731.00	-	-	-	22,518.05	67,377.99	141,420.80	116,324.92	131,781.98	155,768.98	64,431.77	510,083.88	1,224,059.89
CANDY	6,397.38	-	-	-	-	14,993.07	25,656.44	42,449.81	38,768.88	33,859.83	38,064.48	27,002.02	304,344.90	531,536.81
FOOD SALES	74,390.88	16,560.50	-	-	2,475.00	146,518.72	264,071.08	469,820.20	446,211.81	440,627.42	544,350.41	358,637.89	31,409.90	2,795,073.81
RETAIL	129,121.82	85,598.08	53,156.29	52,331.42	137,037.02	248,560.18	507,716.99	773,017.27	683,467.19	865,288.48	837,262.07	503,278.36	87,464.11	4,963,299.28
SUBS INCOME	682,466.89	5,619.25	4,488.03	3,302.50	7,709.60	1,575,352.52	3,204,191.42	4,227,777.58	3,350,244.07	3,959,584.99	4,705,310.78	3,056,029.43	951,113.29	25,733,190.35
SUBS CONTRA	(478,015.18)	(3,944.67)	(3,209.42)	(2,311.32)	(5,390.05)	(1,106,103.28)	(2,329,449.38)	(3,028,742.07)	(2,356,025.87)	(2,814,880.79)	(3,368,697.63)	(2,147,652.44)	(668,125.95)	(18,312,548.05)
MISC INCOME/VENDING MACHINE/ATM	5,900.40	4,179.35	-	425.09	-	485.81	3,526.80	3,227.18	11,375.65	6,436.18	5,870.90	2,403.45	600.00	44,430.81
<b>TOTAL GROSS SALES</b>	<b>1,406,155.01</b>	<b>118,552.26</b>	<b>56,596.40</b>	<b>55,293.19</b>	<b>147,819.52</b>	<b>2,551,189.28</b>	<b>4,392,801.14</b>	<b>7,214,345.79</b>	<b>5,831,626.49</b>	<b>6,476,041.36</b>	<b>7,084,401.57</b>	<b>4,878,128.79</b>	<b>1,499,775.01</b>	<b>41,712,725.81</b>
<b>COST OF SALES</b>														
COLD BEVERAGE - NON ALCOHOLIC	28,629.99	3,728.84	456.50	1,321.21	(1,171.98)	56,365.12	83,923.36	192,426.48	152,975.11	159,849.57	154,949.37	129,261.18	18,862.95	981,577.70
DRAFT BEER	12,942.90	(3,020.95)	-	(8.28)	(1,298.80)	12,049.62	9,133.27	37,611.63	29,693.19	33,594.24	42,489.09	19,567.98	26,756.34	219,510.23
BEER-BOTTLED/CANNED	93,782.58	863.65	(550.80)	-	3,971.69	183,210.42	303,541.96	435,203.86	344,827.41	366,612.36	392,198.04	316,012.22	820.88	2,440,494.27
LIQUOR	35,390.65	(748.08)	-	(1.89)	(8,966.04)	36,118.92	55,421.38	142,422.86	102,186.06	111,607.37	98,931.53	99,961.24	4,001.03	676,324.03
WINE	4,333.77	(2,223.70)	-	-	5,781.54	19,772.44	29,973.57	27,124.50	14,322.62	34,467.43	35,472.44	14,322.86	141,777.96	337,453.03
CANDY	3,753.39	20.39	-	-	(0.03)	6,156.57	12,082.39	15,211.72	17,798.64	16,229.56	13,943.17	13,634.39	131,446.55	230,276.74
FOOD	28,764.65	4,534.59	40.22	-	2,656.05	55,140.64	93,732.22	143,846.38	160,060.39	154,650.16	167,209.08	71,871.40	10,033.02	892,538.80
RETAIL	38,307.60	37,442.72	2,147.72	16,161.60	42,823.71	61,241.25	143,241.94	208,477.62	189,447.58	243,797.96	162,149.50	123,891.07	22,262.71	1,281,392.98
CASH DISCOUNTS	(197.36)	(109.26)	-	-	-	-	-	(17.28)	(167.35)	-	-	-	-	(491.25)
PAYROLL COST	263,490.12	134,973.13	97,623.81	102,503.04	151,268.36	392,068.22	634,556.94	824,145.00	987,568.60	857,034.51	1,006,253.52	747,275.55	178,172.68	6,376,933.48
MANAGEMENT BONUS EXPENSE OTHER	-	34,801.67	-	-	-	-	-	-	-	-	-	-	-	34,801.67
CAFETERIA/OPERATING SUPPLIES	7,223.37	(246.41)	683.69	(127.89)	1,730.01	11,656.21	13,297.46	48,658.18	45,616.45	26,815.12	37,786.98	23,256.74	-	216,349.91
JANITORIAL SUPPLIES	1,244.57	102.43	-	117.83	258.88	1,895.82	1,675.09	8,540.39	6,036.08	5,640.23	4,930.62	2,043.66	-	32,485.60
ICE	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ADV & PROMOTION/SALES & MARKETING EXP.	-	513.00	2,647.47	-	-	-	3,333.33	937.22	63.80	-	-	-	-	7,494.82
CO VEH-OPR & REPAIR	39.15	-	-	-	(11.25)	3,515.57	-	-	-	-	-	-	-	3,543.47
COMPUTER LEASE FEES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CONTRACTED SERVICES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CONTRACT CLEANING	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CREDIT CARD CHGBACKS	146.80	(10,696.68)	-	(4.45)	54.99	478.23	835.94	638.38	654.51	891.95	313.32	-	-	(6,687.01)
CREDIT CARD SVC FEES	56,830.81	(1,657.31)	23,005.04	1,660.41	4,154.74	117,348.93	206,316.41	326,076.19	228,760.65	293,797.74	347,079.57	206,707.51	71,972.76	1,882,053.45
CREDIT CARD EQUIPMENT CHARGE-OUTS	(8,217.95)	-	-	-	-	(7,058.06)	(20,367.92)	(34,635.36)	(27,263.50)	(28,386.48)	(36,252.51)	(20,439.73)	-	(182,621.51)
DEPRECIATION	157.02	157.02	157.02	157.02	157.02	157.02	157.02	157.02	157.02	157.02	157.02	157.02	157.02	1,884.29
DIRECT EXPENSE-SUPPLIES OTHER	-	-	157.89	162.40	1,890.93	20.36	2,240.27	1,945.00	-	3,350.00	5,039.57	932.64	-	15,739.06
DUES-PROFESSIONAL	-	-	25.50	-	26.02	-	-	-	-	-	843.30	1,133.67	-	2,028.49
AUTO RENTAL	-	-	-	-	-	-	-	-	688.38	-	-	-	-	688.38
EMPLOYEE WELFARE	575.53	1,876.85	768.58	698.94	203.78	701.21	1,438.70	2,569.09	2,165.53	9,416.22	3,405.73	39,293.66	-	63,113.82
FLOWERS & DECORATION	-	-	-	-	-	-	-	-	-	-	-	-	-	-
FLT SVCS-LEASED VEHI	50.97	5.41	5.41	5.41	5.41	5.41	5.41	75.00	-	5.00	5.41	5.41	-	174.25
FREIGHT/DELIVERY EXPENSE	-	-	-	-	-	-	-	-	-	-	11,289.59	-	-	11,289.59
FUEL/GASOLINE	416.40	177.91	11.25	6										

Description	Sales Actual												Contract YTD	
	11/01/23 - 11/22/23	11/23/23 - 12/27/23	12/28/23 - 01/24/24	01/25/24 - 02/21/24	02/22/24 - 03/27/24	03/28/24 - 04/24/24	04/25/24 - 05/22/24	05/23/24 - 06/26/24	06/27/24 - 07/24/24	07/25/24 - 08/21/24	08/22/24 - 09/25/24	09/26/24 - 10/23/24		10/24/24 - 10/31/24
	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	October 2024	
OFFICE SUPPLIES	5,848.55	4,479.51	1,788.50	1,714.38	2,758.75	6,784.58	6,033.70	13,485.72	12,498.37	8,559.16	3,303.35	9,179.74	-	76,434.31
OTHER OPERATING EXP - RECORDS STORAGE	-	-	-	-	-	(0.09)	-	-	-	-	-	-	-	(0.09)
ENTERTAINMENT	-	-	-	-	329.83	-	-	-	-	-	-	-	-	329.83
OTHER SERV CONTRACTS - DELAGE LANDEN	415.29	409.48	409.48	409.48	409.48	511.52	409.48	409.48	409.48	-	458.93	465.40	-	4,717.50
OUTSIDE PRINTING	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PEST CONTROL	-	-	-	-	-	3,185.96	-	950.24	-	1,250.48	625.24	620.24	-	6,632.16
POSTAGE EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PRINTING EXPENSE	1,021.11	217.91	166.86	571.57	295.59	743.01	1,181.14	874.02	515.23	748.17	23.29	235.74	-	6,593.64
PROFESSIONAL SERV	1,991.67	15,840.55	1,133.67	3,209.95	1,217.47	1,133.67	1,133.67	1,422.92	1,133.67	1,133.67	7,284.11	1,477.11	-	38,112.13
PROPERTY TAX	249.28	249.28	249.28	249.28	249.28	249.28	249.28	-	249.28	-	249.28	249.28	-	2,492.80
PROTECTIVE SERVICES	527.99	-	-	115.00	590.00	-	115.00	-	-	115.00	759.98	-	-	2,222.97
RECRUITING COSTS	35.33	73.49	-	111.38	172.27	569.45	411.34	673.79	348.37	420.70	250.95	686.60	-	3,753.67
RELOCATION EXP-EMPL	-	-	-	-	-	-	185.35	586.64	-	-	-	-	-	771.99
RENTALS	4,405.59	6,804.87	1,170.16	231.69	757.51	484.11	1,958.58	1,688.70	304.03	258.04	624.56	356.15	-	19,043.99
REP&MAINT MATRLS-COMP	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REPAIR & MAINT-OTHER	1,835.02	544.10	480.00	-	950.77	7,115.84	(507.56)	142,844.90	716.05	6,202.95	4,460.60	5,063.12	-	169,705.79
SALES & MARKETING EXPENSE	(252.95)	-	-	-	3,373.48	146.57	-	861.75	-	-	-	-	-	4,128.85
SALES TAX/LICENSE/OTHER	954.61	972.63	542.20	759.19	613.12	1,915.29	2,304.34	11,473.01	1,711.21	4,438.31	1,677.82	1,840.07	-	29,201.80
SERVICE AWARDS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SHORT/OVER IN CASH	(4,633.18)	174.88	(191.38)	120.50	(189.99)	(1,910.90)	(1,955.99)	(7,643.39)	(2,881.63)	(721.08)	(3,225.21)	(3,032.64)	-	(26,090.01)
CHARITABLE CONTRIBUTIONS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SMALLWARES/REPLACEMENT COST	-	-	-	-	-	1,619.00	17,980.04	1,376.88	-	-	-	-	-	20,975.92
SOFTWARE P/C	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SURETY BOND EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TELEPHONE EXP/TECHNOLOGY COST	16,990.35	16,855.63	14,864.15	17,047.20	11,813.22	13,614.95	16,286.22	32,420.32	15,169.34	18,779.60	22,187.22	24,423.86	-	220,452.06
TRAINING	-	500.00	-	-	83.80	125.00	-	(85.91)	-	-	-	500.00	-	1,122.89
TRAVEL AIR	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TRAVEL EXPENSE	-	-	-	-	7.76	-	890.82	397.59	86.16	1,218.97	396.58	1,114.66	-	4,112.54
TRAVEL EXP-LODGING	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TRAVEL EXP-MEALS	-	-	-	-	-	-	6.53	6.50	-	-	-	-	-	13.03
TRAVEL EXP-OTHER	10.44	269.31	-	1,041.11	19.40	136.67	-	7.76	117.60	3.88	7.49	19.40	-	1,633.06
TRAVEL MILEAGE	-	-	-	-	-	-	-	-	-	-	-	-	-	-
UNIFORMS & LAUNDRY	33,644.57	8,946.97	254.36	262.08	4,187.53	455.61	3,551.96	16,831.25	14,408.90	16,164.28	11,429.16	7,944.60	-	118,081.27
VEHICLE TAXES & LIC	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CONCESSIONAIRE FEE	20,363.13	1,803.14	503.87	804.49	2,154.97	36,613.48	63,102.79	103,843.57	84,451.94	93,159.45	101,603.62	70,377.92	21,417.03	600,199.41
<b>TOTAL COST OF SALES</b>	<b>668,383.20</b>	<b>265,369.90</b>	<b>153,238.54</b>	<b>154,134.53</b>	<b>175,607.34</b>	<b>1,045,039.22</b>	<b>1,723,004.27</b>	<b>2,756,449.30</b>	<b>2,456,326.28</b>	<b>2,499,403.33</b>	<b>2,652,738.58</b>	<b>1,956,672.28</b>	<b>636,432.55</b>	<b>17,142,799.33</b>
GROSS PROFIT	743,513.46	(140,210.96)	(96,642.14)	(98,841.34)	(26,379.82)	1,508,400.81	2,688,382.87	4,528,894.25	3,429,253.29	4,023,760.66	4,504,499.22	2,977,452.87	870,497.98	24,912,581.14
<b>Gross Sales less Credit Card Fees</b>	<b>\$ 1,357,542.15</b>	<b>\$ 120,209.57</b>	<b>\$ 33,591.36</b>	<b>\$ 53,632.78</b>	<b>\$ 143,664.78</b>	<b>\$ 2,440,898.41</b>	<b>\$ 4,206,852.65</b>	<b>\$ 6,922,904.96</b>	<b>\$ 5,630,129.34</b>	<b>\$ 6,210,630.10</b>	<b>\$ 6,773,574.51</b>	<b>\$ 4,691,861.01</b>	<b>\$ 1,427,802.25</b>	<b>\$ 40,013,293.87</b>
Multiplied by 50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Minimum Guaranteed Payment	\$ 678,771.08	\$ 60,104.79	\$ 16,795.68	\$ 26,816.39	\$ 71,832.39	\$ 1,220,449.21	\$ 2,103,426.33	\$ 3,461,452.48	\$ 2,815,064.67	\$ 3,105,315.05	\$ 3,386,787.26	\$ 2,345,930.51	\$ 713,901.12	\$ 20,006,646.93
*Concessionaire Fee 1.5% of Gross Sales	\$ 20,363.13	\$ 1,803.14	\$ 503.87	\$ 804.49	\$ 2,154.97	\$ 36,613.48	\$ 63,102.79	\$ 103,843.57	\$ 84,451.94	\$ 93,159.45	\$ 101,603.62	\$ 70,377.92	\$ 21,417.03	\$ 600,199.41
GROSS PROFIT	\$ 743,513.46	\$ (140,210.96)	\$ (96,642.14)	\$ (98,841.34)	\$ (26,379.82)	\$ 1,508,400.81	\$ 2,688,382.87	\$ 4,528,894.25	\$ 3,429,253.29	\$ 4,023,760.66	\$ 4,504,499.22	\$ 2,977,452.87	\$ 870,497.98	\$ 24,912,581.14
Incentive Compensation %	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
ARAMARK Share Incentive Compensation at 5%	\$ 37,175.67	\$ (7,010.55)	\$ (4,832.11)	\$ (4,942.07)	\$ (1,318.99)	\$ 75,420.04	\$ 134,419.14	\$ 226,444.71	\$ 171,462.66	\$ 201,188.03	\$ 225,224.96	\$ 148,872.64	\$ 43,524.90	\$ 1,245,629.06
GROSS PROFIT LESS MINIMUM GUARANTEED PMTS.	\$ 64,742.38	\$ (200,315.75)	\$ (113,437.82)	\$ (125,657.73)	\$ (98,212.21)	\$ 287,951.61	\$ 584,956.55	\$ 1,067,441.77	\$ 614,188.62	\$ 918,445.61	\$ 1,117,711.96	\$ 631,522.37	\$ 156,596.86	\$ 4,905,934.21

															Sales Actual	
															Expenses Estimated	
															Contract YTD	
Description	11/01/23 - 11/22/23	11/23/23 - 12/27/23	12/28/23 - 01/24/24	01/25/24 - 02/21/24	02/22/24 - 03/27/24	03/28/24 - 04/24/24	04/25/24 - 05/22/24	05/23/24 - 06/26/24	06/27/24 - 07/24/24	07/25/24 - 08/21/24	08/22/24 - 09/25/24	09/26/24 - 10/23/24	10/24/24 - 10/31/24	Contract YTD		
	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	October 2024			
<b>GROSS RECEIPTS</b>																
NON ALCOHOLIC BEVERAGE	151,155.87					269,533.86	382,360.43	753,984.64	597,657.57	642,818.86	638,892.16	482,526.24	76,626.46	3,995,556.09		
DRAFT BEER SALES	31,844.40					48,720.73	66,564.00	230,697.35	183,869.24	214,867.03	238,134.62	125,060.67	159,559.63	1,299,317.67		
BEER-BTL/CANS-STANDS	555,403.33					905,331.05	1,494,235.65	2,337,717.56	1,808,115.23	1,956,395.31	2,117,889.81	1,519,200.36	3,838.44	12,698,126.74		
LIQUOR	228,925.13					416,663.97	682,523.56	1,178,449.34	835,097.01	897,182.26	1,019,855.57	803,241.33	33,024.11	6,094,962.28		
WINE	11,280.17					22,518.05	63,633.74	137,507.50	103,429.20	115,538.96	134,473.03	50,708.50	508,674.48	1,147,763.63		
CANDY	6,397.38					14,993.07	25,656.44	42,449.81	38,768.88	33,859.83	38,064.48	27,002.02	304,344.90	531,536.81		
FOOD SALES	66,750.88					146,518.72	244,678.27	332,441.59	256,495.95	222,666.92	271,051.92	200,529.81	19,877.87	1,761,011.93		
RETAIL	4,359.15					7,074.17	36,273.80	33,043.76	42,689.38	38,868.27	33,900.71	19,423.96	10,590.17	226,223.37		
ADMIN/SERVICE CHARGE FEES	187.50						618.75							806.25		
DISCOUNTED SALES														-		
TOTAL ARAMARK SALES	1,056,303.81	-	-	-	-	1,831,353.62	2,996,544.64	5,046,291.55	3,866,122.46	4,122,197.44	4,492,262.30	3,227,692.89	1,116,536.07	27,755,304.78		
<b>MISCELLANEOUS GROSS RECEIPTS</b>																
SUBS INCOME	164,238.80					334,618.38	555,681.36	1,141,886.20	976,992.62	1,022,715.59	1,073,113.75	684,394.69	240,813.40	6,194,454.79		
SUBS CONTRA	(101,648.46)					(205,862.32)	(344,576.52)	(704,339.16)	(605,469.72)	(644,827.71)	(676,059.29)	(430,379.49)	(151,665.77)	(3,864,828.44)		
MISC INCOME/VENDING MACHINE/ATM	5,900.40	935.64					750.00	750.00	10,066.54	500.00	2,680.60	2,403.45	600.00	24,586.63		
TOTAL OTHER	68,490.74	935.64	-	-	-	128,756.06	211,854.84	438,297.04	381,589.44	378,387.88	399,735.06	256,418.65	89,747.63	2,354,212.98		
TOTAL GROSS RECEIPTS	1,124,794.55	935.64	-	-	-	1,960,109.68	3,208,399.48	5,484,588.59	4,247,711.90	4,500,585.32	4,891,997.36	3,484,111.54	1,206,283.70	30,109,517.76		
<b>GROSS SALES</b>																
NON ALCOHOLIC BEVERAGE	151,155.87	-	-	-	-	269,533.86	382,360.43	753,984.64	597,657.57	642,818.86	638,892.16	482,526.24	76,626.46	3,995,556.09		
DRAFT BEER SALES	31,844.40	-	-	-	-	48,720.73	66,564.00	230,697.35	183,869.24	214,867.03	238,134.62	125,060.67	159,559.63	1,299,317.67		
BEER-BTL/CANS-STANDS	555,403.33	-	-	-	-	905,331.05	1,494,235.65	2,337,717.56	1,808,115.23	1,956,395.31	2,117,889.81	1,519,200.36	3,838.44	12,698,126.74		
LIQUOR	228,925.13	-	-	-	-	416,663.97	682,523.56	1,178,449.34	835,097.01	897,182.26	1,019,855.57	803,241.33	33,024.11	6,094,962.28		
WINE	11,280.17	-	-	-	-	22,518.05	63,633.74	137,507.50	103,429.20	115,538.96	134,473.03	50,708.50	508,674.48	1,147,763.63		
CANDY	6,397.38	-	-	-	-	14,993.07	25,656.44	42,449.81	38,768.88	33,859.83	38,064.48	27,002.02	304,344.90	531,536.81		
FOOD SALES	66,750.88	-	-	-	-	146,518.72	244,678.27	332,441.59	256,495.95	222,666.92	271,051.92	200,529.81	19,877.87	1,761,011.93		
RETAIL	4,359.15	-	-	-	-	7,074.17	36,273.80	33,043.76	42,689.38	38,868.27	33,900.71	19,423.96	10,590.17	226,223.37		
SUBS INCOME	164,238.80	-	-	-	-	334,618.38	555,681.36	1,141,886.20	976,992.62	1,022,715.59	1,073,113.75	684,394.69	240,813.40	6,194,454.79		
SUBS CONTRA	(101,648.46)	-	-	-	-	(205,862.32)	(344,576.52)	(704,339.16)	(605,469.72)	(644,827.71)	(676,059.29)	(430,379.49)	(151,665.77)	(3,864,828.44)		
MISC INCOME/VENDING MACHINE/ATM	5,900.40	935.64	-	-	-	-	750.00	750.00	10,066.54	500.00	2,680.60	2,403.45	600.00	24,586.63		
TOTAL GROSS SALES	1,124,607.05	935.64	-	-	-	1,960,109.68	3,207,780.73	5,484,588.59	4,247,711.90	4,500,585.32	4,891,997.36	3,484,111.54	1,206,283.70	30,108,711.51		
<b>COST OF SALES</b>																
COLD BEVERAGE - NON ALCOHOLIC	27,930.33	2,160.82		1,115.27	(2,415.35)	54,557.64	80,400.17	183,422.56	145,564.35	152,412.40	145,763.22	123,470.95	17,878.83	932,261.19		
DRAFT BEER	12,942.90	(3,020.95)		(8.28)	(1,298.80)	12,049.62	9,133.27	37,625.37	29,566.53	33,662.32	41,256.84	18,604.13	26,670.73	217,183.68		
BEER-BOTTLED/CANNED	93,884.09	2.67	(550.80)	3,971.69	182,721.06	303,541.96	434,358.88	340,543.50	362,925.29	389,779.54	314,293.31	733.40	2,426,204.59			
LIQUOR	35,617.82	(950.43)		(1.89)	(8,966.04)	35,835.54	55,331.92	136,225.34	95,416.13	101,348.63	87,159.82	93,624.87	3,435.60	634,077.31		
WINE	4,192.75	(2,293.10)			29,298.71	24,870.92	24,588.58	30,857.33	27,817.80	12,095.24	141,439.70	319,141.91				
CANDY	3,753.39	20.39		(0.03)	6,156.57	12,082.39	15,211.72	17,339.49	15,982.70	13,943.17	13,634.39	131,446.55	229,570.73			
FOOD	25,277.21	662.09	40.22	1,192.30	55,943.18	82,950.85	116,941.11	98,273.87	88,712.74	84,022.75	24,083.44	6,599.95	584,699.71			
RETAIL	(1,087.25)	28.60			135.18	1,594.43	8,666.22	10,366.26	4,075.10	11,219.54	(197.43)	10,823.74	2,240.70	47,865.09		
CASH DISCOUNTS	(197.36)	(109.26)					(17.28)	(167.35)						(491.25)		
PAYROLL COST	186,304.55	72,776.94	53,074.38	61,522.59	93,950.87	270,470.68	413,956.60	481,036.91	652,205.05	503,244.23	590,774.19	447,603.33	99,628.73	3,926,549.05		
MANAGEMENT BONUS EXPENSE - OTHER	-	34,801.67												34,801.67		
CAFETERIA/OPERATING SUPPLIES	6,892.03	(232.36)	357.33	1,730.01	11,301.37	13,189.57	43,309.31	41,256.98	23,209.75	29,107.03	19,079.40	19,079.40		189,200.42		
JANITORIAL SUPPLIES	1,282.71			117.83	258.88	1,898.18	1,693.51	3,144.34	3,848.42	4,200.44	3,080.49	2,842.09		22,366.89		
ICE	-													-		
ADV & PROMOTION/SALES & MARKETING EXP.	-		2,647.47				3,333.33	937.22						6,918.02		
CO VEH-OPR & REPAIR	39.15				(11.25)	3,515.57	-							3,543.47		
COMPUTER LEASE FEES	-													-		
CONTRACTED SERVICES	-													-		
CONTRACT CLEANING	-													-		
CREDIT CARD CHGBACKS	146.80	(10,706.89)		(3.70)	55.00	478.23	835.94	638.38	654.51	891.95	313.32			(6,696.46)		
CREDIT CARD SVC FEES	21,250.79	(5,177.72)	20,995.65	110.13	8.46	69,992.63	105,069.96	197,788.19	122,815.01	162,743.49	190,653.09	103,881.59	45,622.94	1,035,754.21		
CREDIT CARD EQUIPMENT CHARGE-OUTS	(8,217.95)	-			-	(7,058.06)	(20,367.92)	(34,635.36)	(27,263.50)	(28,386.48)	(36,252.51)	(20,439.73)		(182,621.51)		
DEPRECIATION	157.02	157.02	157.02	157.02	157.02	157.02	157.02	157.02	157.02	157.02	157.02	157.02		1,884.29		
DIRECT EXPENSE-SUPPLIES OTHER	-				1,776.86			1,945.00		3,350.00	5,071.78	693.00		12,836.64		
DUES-PROFESSIONAL	-		25.50								827.00	1,133.67		1,986.17		
AUTO RENTAL	-								688.38	-				688.38		
EMPLOYEE WELFARE	385.82	1,780.40	701.46	567.21	117.14	893.07	1,216.35	2,149.34	1,736.05	2,588.29	2,423.47	2,102.35		16,660.95		
FLOWERS & DECORATION	-													-		
FLT SVCS-LEASED VEH	5.41	5.41	5.41	5.41	5.41	5.41	5.41	75.00		5.00	5.41	5.41		128.69		
FREIGHT/DELIVERY EXPENSE	-													-		
FUEL/GASOLINE	401.40	177.91	11.25	67.28	107.55	296.78	330.97	452.98	263.56	296.18	311.66	333.71		3,051.23		

Monthly Financial Report

Description	Sales Actual														Contract YTD
	11/01/23 - 11/22/23	11/23/23 - 12/27/23	12/28/23 - 01/24/24	01/25/24 - 02/21/24	02/22/24 - 03/27/24	03/28/24 - 04/24/24	04/25/24 - 05/22/24	05/23/24 - 06/26/24	06/27/24 - 07/24/24	07/25/24 - 08/21/24	08/22/24 - 09/25/24	09/26/24 - 10/23/24	10/24/24 - 10/31/24	Expenses Estimated	
	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	October 2024		
GENERAL INSURANCE	11,766.68	3,946.32	2,935.53	3,196.31	4,943.70	16,443.51	25,438.59	34,918.26	40,313.83	34,695.65	38,701.84	27,339.47	4,981.44	249,621.13	
INSURANCE GIVE BACKS	-	-	-	-	(41,927.69)	-	-	-	-	-	-	-	-	(41,927.69)	
LEGAL DEPT CHGE OUT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
LONG TERM RENT - AUTO LEASE	172.35	198.90	-	-	-	-	-	32.96	-	3,793.71	2,096.77	200.90	-	6,495.59	
MISCELLANEOUS OPERATING EXPENSE (ALL OTHER)	800.00	-	-	-	-	-	-	11.25	115.31	-	(109.90)	3,084.72	-	3,901.38	
MUSIC & ENTERTAINERS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
OFFICE SUPPLIES	476.77	1,499.80	150.82	753.65	1,389.44	2,021.67	1,182.14	3,698.87	2,195.15	1,814.05	1,726.03	1,958.83	-	18,867.22	
OTHER OPERATING EXP	-	-	-	-	-	(0.09)	-	-	-	-	-	-	-	(0.09)	
ENTERTAINMENT	-	-	-	-	-	329.83	-	-	-	-	-	-	-	329.83	
OTHER SERV CONTRACTS - DELAGE LANDEN	415.29	409.48	409.48	409.48	409.48	511.52	409.48	409.48	409.48	-	458.93	465.40	-	4,717.50	
OUTSIDE PRINTING	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
PEST CONTROL	-	-	-	-	-	3,185.96	-	950.24	-	1,250.48	625.24	620.24	-	6,632.16	
POSTAGE EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
PRINTING EXPENSE	267.17	89.05	79.21	565.18	69.18	729.25	1,155.15	440.56	486.77	717.88	3.48	3.48	-	4,606.36	
PROFESSIONAL SERV	1,991.67	15,840.55	1,133.67	3,147.31	1,217.47	1,133.67	1,133.67	1,422.92	1,133.67	1,133.67	6,068.67	700.00	-	36,056.94	
PROPERTY TAX	249.28	249.28	249.28	249.28	249.28	249.28	249.28	249.28	249.28	249.28	249.28	249.28	-	2,492.80	
PROTECTIVE SERVICES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
RECRUITING COSTS	35.33	73.49	-	111.38	172.27	236.82	312.04	401.35	44.33	138.54	137.30	640.78	-	2,303.63	
RELOCATION EXP-EMPL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
RENTALS - RECORDS STORAGE IN THIS LINE ITEM	4,348.96	164.92	1,096.23	187.76	683.58	400.39	228.04	200.49	230.10	228.04	594.56	326.15	-	8,689.22	
REP&MAINT MATRLS-COMP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
REPAIR & MAINT-OTHER	435.02	289.32	480.00	-	950.77	6,358.28	(507.56)	142,844.90	172.35	2,486.39	1,540.00	875.82	-	155,925.29	
SALES & MARKETING EXPENSE	(252.95)	-	-	-	373.48	-	-	861.75	-	-	-	-	-	982.28	
SALES TAX/LICENSE/OTHER	232.30	235.46	129.22	316.11	266.72	1,854.33	452.44	9,294.13	943.65	3,355.66	720.31	800.19	-	18,600.52	
SERVICE AWARDS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SHORT/OVER IN CASH	(3,891.49)	416.83	(230.11)	65.10	(139.00)	(1,582.36)	(2,016.76)	(5,883.99)	80.64	(677.67)	(316.32)	0.07	-	(14,175.06)	
CHARITABLE CONTRIBUTIONS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SMALLWARES/REPLACEMENT COST	-	-	-	-	-	766.64	-	-	-	-	-	-	-	766.64	
SOFTWARE P/C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SURETY BOND EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TELEPHONE EXP/TECHNOLOGY COST	8,652.47	10,421.77	7,614.89	10,478.92	6,208.11	7,328.99	11,235.93	23,972.59	12,458.47	13,742.55	14,841.57	19,693.43	-	146,649.69	
TRAINING	-	500.00	-	-	83.80	125.00	-	(85.91)	-	-	-	500.00	-	1,122.89	
TRAVEL AIR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TRAVEL EXPENSE	-	-	-	-	-	-	863.66	38.80	70.64	1,203.45	384.94	(620.29)	-	1,941.20	
TRAVEL EXP-LODGING	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TRAVEL EXP-MEALS	-	-	-	-	-	-	6.53	6.50	-	-	-	-	-	13.03	
TRAVEL EXP-OTHER	3.48	6.96	-	15.52	15.52	121.15	-	-	-	-	-	-	-	162.63	
TRAVEL MILEAGE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
UNIFORMS & LAUNDRY	25,358.32	14.57	(7.72)	-	3,850.61	(822.66)	582.40	700.16	4,500.63	656.95	571.91	(839.06)	-	34,566.11	
VEHICLE TAXES & LIC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
CONCESSIONAIRE FEE	16,673.61	91.70	(314.93)	(1.65)	(0.13)	28,457.63	46,846.18	79,821.54	62,282.41	65,493.42	71,063.95	51,010.05	17,409.91	438,833.68	
<b>TOTAL COST OF SALES</b>	478,695.87	124,531.61	91,190.46	83,146.92	75,644.16	788,397.11	1,188,039.73	1,950,257.62	1,677,232.26	1,599,216.15	1,715,954.90	1,275,344.69	498,088.49	11,545,739.96	
<b>GROSS PROFIT</b>	646,098.68	(123,595.97)	(91,190.46)	(83,146.92)	(75,644.16)	1,171,712.57	2,020,359.75	3,534,330.97	2,570,479.64	2,901,369.17	3,176,042.46	2,208,766.85	708,195.21	18,563,777.80	
<b>Gross Sales less Credit Card Fees</b>	\$ 1,111,574.21	\$ 6,113.36	\$ (20,995.65)	\$ (110.13)	\$ (8.46)	\$ 1,897,175.11	\$ 3,123,078.69	\$ 5,321,435.76	\$ 4,152,160.39	\$ 4,366,228.31	\$ 4,737,596.78	\$ 3,400,669.68	\$ 1,160,660.76	\$ 29,255,578.81	
Multiplied by 50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	
Minimum Guaranteed Payment	\$ 555,787.11	\$ 3,056.68	\$ (10,497.83)	\$ (55.07)	\$ (4.23)	\$ 948,587.56	\$ 1,561,539.35	\$ 2,660,717.88	\$ 2,076,080.20	\$ 2,183,114.16	\$ 2,368,798.39	\$ 1,700,334.84	\$ 580,330.38	\$ 14,627,789.40	
*Concessionaire Fee 1.5% of Gross Sales	\$ 16,673.61	\$ 91.70	\$ (314.93)	\$ (1.65)	\$ (0.13)	\$ 28,457.63	\$ 46,846.18	\$ 79,821.54	\$ 62,282.41	\$ 65,493.42	\$ 71,063.95	\$ 51,010.05	\$ 17,409.91	438,833.68	
<b>GROSS PROFIT</b>	\$ 646,098.68	\$ (123,595.97)	\$ (91,190.46)	\$ (83,146.92)	\$ (75,644.16)	\$ 1,171,712.57	\$ 2,020,359.75	\$ 3,534,330.97	\$ 2,570,479.64	\$ 2,901,369.17	\$ 3,176,042.46	\$ 2,208,766.85	\$ 708,195.21	\$ 18,563,777.80	
Incentive Compensation %	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	
ARAMARK Share Incentive Compensation at 5%	\$ 32,304.93	\$ (6,179.80)	\$ (4,559.52)	\$ (4,157.35)	\$ (3,782.21)	\$ 58,585.63	\$ 101,017.99	\$ 176,716.55	\$ 128,523.98	\$ 145,068.46	\$ 158,802.12	\$ 110,438.34	\$ 35,409.76	\$ 928,188.89	
<b>GROSS PROFIT LESS MINIMUM GUARANTEED PMTS.</b>	\$ 90,311.57	\$ (126,652.65)	\$ (80,692.63)	\$ (83,091.85)	\$ (75,639.93)	\$ 223,125.02	\$ 458,820.40	\$ 873,613.09	\$ 494,399.45	\$ 718,255.01	\$ 807,244.07	\$ 508,432.01	\$ 127,864.83	\$ 3,935,988.39	

Monthly Financial Report

Description	Sales Actual													Contract YTD
	11/01/23 - 11/22/23	11/23/23 - 12/27/23	12/28/23 - 01/24/24	01/25/24 - 02/21/24	02/22/24 - 03/27/24	03/28/24 - 04/24/24	04/25/24 - 05/22/24	05/23/24 - 06/26/24	06/27/24 - 07/24/24	07/25/24 - 08/21/24	08/22/24 - 09/25/24	09/26/24 - 10/23/24	10/24/24 - 10/31/24	
	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	October 2024	
<b>GROSS RECEIPTS</b>														
NON ALCOHOLIC BEVERAGE	4,904.50	2,496.75	2,161.50	1,545.50	5,262.95	6,109.10	10,576.55	25,802.20	21,468.90	22,355.50	23,012.25	15,758.25	3,104.25	144,558.20
DRAFT BEER SALES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
BEER-BTL/CANS-STANDS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
LIQUOR	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WINE	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CANDY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
FOOD SALES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
RETAIL	124,762.67	85,598.08	53,156.29	52,331.42	137,037.02	241,486.01	471,443.19	739,973.51	640,755.81	826,420.21	802,367.61	483,854.40	76,873.94	4,736,060.16
ADMIN/SERVICE CHARGE FEES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DISCOUNTED SALES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL ARAMARK SALES</b>	<b>129,667.17</b>	<b>88,094.83</b>	<b>55,317.79</b>	<b>53,876.92</b>	<b>142,299.97</b>	<b>247,595.11</b>	<b>482,019.74</b>	<b>765,775.71</b>	<b>662,224.71</b>	<b>848,775.71</b>	<b>825,379.86</b>	<b>499,612.65</b>	<b>79,978.19</b>	<b>4,880,618.36</b>
<b>MISCELLANEOUS GROSS RECEIPTS</b>														
SUBS INCOME	518,228.09	5,619.25	4,488.03	3,302.50	7,709.60	1,240,734.14	2,648,510.06	3,085,891.38	2,373,251.45	2,936,869.40	3,632,197.03	2,371,634.74	710,299.89	19,538,735.56
SUBS CONTRA	(376,366.72)	(3,944.67)	(3,209.42)	(2,311.32)	(5,390.05)	(900,240.96)	(1,984,872.86)	(2,324,402.91)	(1,750,556.15)	(2,170,053.08)	(2,692,638.34)	(1,717,272.95)	(516,460.18)	(14,447,719.61)
MISC INCOME/VENDING MACHINE/ATM	-	3,243.71	-	425.09	-	485.81	466.55	422.18	1,309.11	3,936.18	2,690.30	-	-	12,978.93
TOTAL OTHER	141,861.37	4,918.29	1,278.61	1,416.27	2,319.55	340,978.99	664,103.75	761,910.65	624,004.41	770,752.50	942,248.99	654,361.79	193,839.71	5,103,994.88
<b>TOTAL GROSS RECEIPTS</b>	<b>271,528.54</b>	<b>93,013.12</b>	<b>56,596.40</b>	<b>55,293.19</b>	<b>144,619.52</b>	<b>588,574.10</b>	<b>1,146,123.49</b>	<b>1,527,686.36</b>	<b>1,286,229.12</b>	<b>1,619,528.21</b>	<b>1,767,628.85</b>	<b>1,153,974.44</b>	<b>273,817.90</b>	<b>9,984,613.24</b>
<b>GROSS SALES</b>														
NON ALCOHOLIC BEVERAGE	4,904.50	2,496.75	2,161.50	1,545.50	5,262.95	6,109.10	10,576.55	25,802.20	21,468.90	22,355.50	23,012.25	15,758.25	3,104.25	144,558.20
DRAFT BEER SALES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
BEER-BTL/CANS-STANDS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
LIQUOR	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WINE	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CANDY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
FOOD SALES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
RETAIL	124,762.67	85,598.08	53,156.29	52,331.42	137,037.02	241,486.01	471,443.19	739,973.51	640,755.81	826,420.21	802,367.61	483,854.40	76,873.94	4,736,060.16
SUBS INCOME	518,228.09	5,619.25	4,488.03	3,302.50	7,709.60	1,240,734.14	2,648,510.06	3,085,891.38	2,373,251.45	2,936,869.40	3,632,197.03	2,371,634.74	710,299.89	19,538,735.56
SUBS CONTRA	(376,366.72)	(3,944.67)	(3,209.42)	(2,311.32)	(5,390.05)	(900,240.96)	(1,984,872.86)	(2,324,402.91)	(1,750,556.15)	(2,170,053.08)	(2,692,638.34)	(1,717,272.95)	(516,460.18)	(14,447,719.61)
MISC INCOME/VENDING MACHINE/ATM	-	3,243.71	-	425.09	-	485.81	466.55	422.18	1,309.11	3,936.18	2,690.30	-	-	12,978.93
<b>TOTAL GROSS SALES</b>	<b>271,528.54</b>	<b>93,013.12</b>	<b>56,596.40</b>	<b>55,293.19</b>	<b>144,619.52</b>	<b>588,574.10</b>	<b>1,146,123.49</b>	<b>1,527,686.36</b>	<b>1,286,229.12</b>	<b>1,619,528.21</b>	<b>1,767,628.85</b>	<b>1,153,974.44</b>	<b>273,817.90</b>	<b>9,984,613.24</b>
<b>COST OF SALES</b>														
COLD BEVERAGE - NON ALCOHOLIC	704.35	1,563.91	456.50	205.94	1,243.37	1,831.20	2,892.10	5,946.87	5,346.38	5,212.74	5,758.71	3,336.34	757.08	35,255.49
DRAFT BEER	-	-	-	-	-	-	-	-	-	-	-	-	-	-
BEER-BOTTLED/CANNED	-	-	-	-	-	-	-	-	-	-	-	-	-	-
LIQUOR	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WINE	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CANDY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
FOOD	-	-	-	-	-	-	-	-	-	-	-	-	-	-
RETAIL	39,394.85	37,414.12	2,147.72	16,161.60	42,688.53	59,646.82	134,566.24	198,128.76	185,372.48	232,561.02	152,346.93	113,067.33	20,022.00	1,233,518.40
CASH DISCOUNTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PAYROLL COST	56,890.30	30,373.53	26,425.60	24,985.15	35,630.42	101,261.59	184,947.04	224,952.48	191,841.60	202,567.16	260,306.70	177,136.31	53,391.78	1,570,709.66
MANAGEMENT BONUS EXPENSE OTHER	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CAFETERIA/OPERATING SUPPLIES	-	69.60	-	-	-	-	-	-	-	-	-	-	-	69.60
JANITORIAL SUPPLIES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ICE	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ADV & PROMOTION/SALES & MARKETING EXP.	-	513.00	-	-	-	-	-	-	-	-	-	-	-	513.00
CO VEH-OPR & REPAIR	-	-	-	-	-	-	-	-	-	-	-	-	-	-
COMPUTER LEASE FEES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CONTRACTED SERVICES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CONTRACT CLEANING	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CREDIT CARD CHGBACKS	-	9.41	-	-	(0.75)	-	-	-	-	-	-	-	-	8.66
CREDIT CARD SVC FEES	33,984.61	2,704.87	1,439.09	1,487.13	3,494.59	47,258.95	99,348.05	121,387.07	94,745.52	119,168.83	142,297.97	92,439.95	25,618.91	785,375.54
CREDIT CARD EQUIPMENT CHARGE-OUTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DEPRECIATION	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DIRECT EXPENSE-SUPPLIES OTHER	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DUES-PROFESSIONAL	-	-	-	-	26.02	-	-	-	-	-	-	-	-	26.02
AUTO RENTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-
EMPLOYEE WELFARE	189.71	96.45	67.12	131.73	86.64	(191.86)	105.21	68.33	195.20	6,753.51	275.02	36,906.91	-	44,683.97
FLOWERS & DECORATION	-	-	-	-	-	-	-	-	-	-	-	-	-	-
FLT SVCS-LEASED VEHI	45.56	-	-	-	-	-	-	-	-	-	-	-	-	45.56
FREIGHT/DELIVERY EXPENSE	-	-	-	-	-	-	-	-	-	-	10,977.10	-	-	10,977.10



Description	Sales Actual													Contract YTD
	11/01/23 - 11/22/23	11/23/23 - 12/27/23	12/28/23 - 01/24/24	01/25/24 - 02/21/24	02/22/24 - 03/27/24	03/28/24 - 04/24/24	04/25/24 - 05/22/24	05/23/24 - 06/26/24	06/27/24 - 07/24/24	07/25/24 - 08/21/24	08/22/24 - 09/25/24	09/26/24 - 10/23/24	10/24/24 - 10/31/24	
	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	October 2024	
FUEL/GASOLINE														-
GENERAL INSURANCE	3,557.88	1,348.04	1,073.03	1,011.84	1,565.65	4,385.27	8,127.78	9,895.94	8,494.72	8,982.28	11,528.64	7,636.36	2,669.59	70,277.01
INSURANCE GIVE BACKS					(17,051.81)									(17,051.81)
LEGAL DEPT CHGE OUT									100.00					100.00
LONG TERM RENT - AUTO LEASE														-
MISCELLANEOUS OPERATING EXPENSE (ALL OTHER)									533.88	726.16		12.05		1,272.09
MUSIC & ENTERTAINERS														-
OFFICE SUPPLIES	5,371.78	2,979.71	1,637.68	960.73	1,369.31	4,088.37	3,212.83	9,434.60	8,615.69	6,648.62	1,577.32	7,148.15		53,044.79
OTHER OPERATING EXP - RECORDS STORAGE														-
ENTERTAINMENT														-
OTHER SERV CONTRACTS - DELAGE LANDEN														-
OUTSIDE PRINTING														-
PEST CONTROL														-
POSTAGE EXPENSE														-
PRINTING EXPENSE	753.06	16.83	87.21	6.17	226.41	13.47	25.12	14.72	19.63	29.42	1.45	231.97		1,425.46
PROFESSIONAL SERV				62.64										62.64
PROPERTY TAX														-
PROTECTIVE SERVICES	527.99			115.00	590.00		115.00			115.00	759.98			2,222.97
RECRUITING COSTS						96.14	99.30	272.44	165.72	43.85	14.49	45.82		737.76
RELOCATION EXP-EMPL														-
RENTALS		43.93	43.93	43.93	43.93	53.72	43.93		43.93					317.30
REP&MAINT MATRLS-COMP														-
REPAIR & MAINT-OTHER	-													-
SALES & MARKETING EXPENSE														-
SALES TAX/LICENSE/OTHER	18.70	19.80	36.24	129.88	35.09	14.43	92.25	1,337.10	50.58	59.33	89.35	287.83		2,170.58
SERVICE AWARDS														-
SHORT/OVER IN CASH	(741.69)	(241.95)	38.73	55.40	(50.84)	(228.55)	60.83	(1,759.27)	(1,377.71)	(586.65)	(1,043.73)	(3,032.71)	-	(8,908.14)
CHARITABLE CONTRIBUTIONS														-
SMALLWARES/REPLACEMENT COST														-
SOFTWARE P/C	-													-
SURETY BOND EXPENSE														-
TELEPHONE EXP/TECHNOLOGY COST	5,887.36	3,934.57	4,196.15	3,949.97	3,175.74	5,430.63	4,059.29	7,376.99	4,019.08	4,375.31	4,097.02	4,116.14	-	54,588.25
TRAINING														-
TRAVEL AIR														-
TRAVEL EXPENSE								319.99				1,715.55		2,035.54
TRAVEL EXP-LODGING														-
TRAVEL EXP-MEALS														-
TRAVEL EXP-OTHER	3.48	255.39		1,021.71	3.88	3.88		7.76	117.60	3.88	7.49	19.40		1,444.47
TRAVEL MILEAGE														-
UNIFORMS & LAUNDRY	247.45	959.20	262.08	262.08	336.29	1,276.93	346.49	398.06	192.22	282.58	276.80	274.03		5,114.21
VEHICLE TAXES & LIC	-													-
CONCESSIONAIRE FEE	3,563.16	1,354.62	827.36	807.09	2,116.87	8,119.73	15,701.63	21,094.49	17,872.25	22,505.39	24,379.96	15,923.02	3,722.98	137,988.57
<b>TOTAL COST OF SALES</b>	<b>150,368.55</b>	<b>83,415.03</b>	<b>38,738.44</b>	<b>51,397.99</b>	<b>75,529.34</b>	<b>233,060.72</b>	<b>453,743.09</b>	<b>598,876.33</b>	<b>516,348.77</b>	<b>609,448.43</b>	<b>613,651.20</b>	<b>457,264.45</b>	<b>106,182.35</b>	<b>3,988,024.69</b>
GROSS PROFIT	121,159.99	9,598.09	17,857.96	3,895.20	69,090.18	355,513.38	692,380.40	928,810.03	769,880.35	1,010,079.78	1,153,977.65	696,709.99	167,635.55	5,996,588.55
<b>Gross Sales less Credit Card Fees</b>	<b>\$ 237,543.93</b>	<b>\$ 90,308.25</b>	<b>\$ 55,157.31</b>	<b>\$ 53,806.06</b>	<b>\$ 141,124.93</b>	<b>\$ 541,315.15</b>	<b>\$ 1,046,775.44</b>	<b>\$ 1,406,299.29</b>	<b>\$ 1,191,483.60</b>	<b>\$ 1,500,359.38</b>	<b>\$ 1,625,330.88</b>	<b>\$ 1,061,534.49</b>	<b>\$ 248,198.99</b>	<b>\$ 9,199,237.70</b>
Multiplied by 50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Minimum Guaranteed Payment	\$ 118,771.97	\$ 45,154.13	\$ 27,578.66	\$ 26,903.03	\$ 70,562.47	\$ 270,657.58	\$ 523,387.72	\$ 703,149.65	\$ 595,741.80	\$ 750,179.69	\$ 812,665.44	\$ 530,767.25	\$ 124,099.50	\$ 4,599,618.85
*Concessionaire Fee 1.5% of Gross Sales	\$ 3,563.16	\$ 1,354.62	\$ 827.36	\$ 807.09	\$ 2,116.87	\$ 8,119.73	\$ 15,701.63	\$ 21,094.49	\$ 17,872.25	\$ 22,505.39	\$ 24,379.96	\$ 15,923.02	\$ 3,722.98	\$ 137,988.57
GROSS PROFIT	\$ 121,159.99	\$ 9,598.09	\$ 17,857.96	\$ 3,895.20	\$ 69,090.18	\$ 355,513.38	\$ 692,380.40	\$ 928,810.03	\$ 769,880.35	\$ 1,010,079.78	\$ 1,153,977.65	\$ 696,709.99	\$ 167,635.55	\$ 5,996,588.55
Incentive Compensation %	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
ARAMARK Share Incentive Compensation at 5%	\$ 6,058.00	\$ 479.90	\$ 892.90	\$ 194.76	\$ 3,454.51	\$ 17,775.67	\$ 34,619.02	\$ 46,440.50	\$ 38,494.02	\$ 50,503.99	\$ 57,698.88	\$ 34,835.50	\$ 8,381.78	\$ 299,829.43
GROSS PROFIT LESS MINIMUM GUARANTEED PMTS.	\$ 2,388.03	\$ (35,556.04)	\$ (9,720.69)	\$ (23,007.83)	\$ (1,472.29)	\$ 84,855.81	\$ 168,992.68	\$ 225,660.39	\$ 174,138.55	\$ 259,900.09	\$ 341,312.21	\$ 165,942.75	\$ 43,536.06	\$ 1,396,969.70





Description	Sales Actual													Contract YTD
	Expenses Estimated													
	11/01/23 - 11/22/23	11/23/23 - 12/27/23	12/28/23 - 01/24/24	01/25/24 - 02/21/24	02/22/24 - 03/27/24	03/28/24 - 04/24/24	04/25/24 - 05/22/24	05/23/24 - 06/26/24	06/27/24 - 07/24/24	07/25/24 - 08/21/24	08/22/24- 09/25/24	09/26/24 - 10/23/24	10/24/24 - 10/31/24	
	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	October 2024	
MISCELLANEOUS OPERATING EXPENSE (ALL OTHER)	125.84							1,022.59	1,500.00	1,337.96		1,450.00		5,436.39
MUSIC & ENTERTAINERS	-			12.60										12.60
OFFICE SUPPLIES	-					674.54	1,638.73	352.25	1,687.53	96.49		72.76		4,522.30
OTHER OPERATING EXP - RECORDS STORAGE														-
ENTERTAINMENT														-
OTHER SERV CONTRACTS - DELAGE LANDEN														-
OUTSIDE PRINTING														-
PEST CONTROL														-
POSTAGE EXPENSE														-
PRINTING EXPENSE	0.88	112.03	0.44	0.22		0.29	0.87	418.74	8.83	0.87	18.36	0.29		561.82
PROFESSIONAL SERV											1,215.44	777.11		1,992.55
PROPERTY TAX														-
PROTECTIVE SERVICES														-
RECRUITING COSTS								236.49						712.28
RELOCATION EXP-EMPL									138.32	238.31			99.16	771.99
RENTALS	56.63	6,596.02	30.00		30.00	30.00	1,686.61	1,488.21						10,037.47
REP&MAINT MATRLS-COMP														-
REPAIR & MAINT-OTHER	1,400.00	254.78					757.56		543.70	3,716.56	2,920.60	4,187.30		13,780.50
SALES & MARKETING EXPENSE					3,000.00	146.57								3,146.57
SALES TAX/LICENSE/OTHER	703.61	717.37	376.74	313.20	311.31	46.53	1,759.65	841.78	716.98	1,023.32	868.16	752.05	-	8,430.70
SERVICE AWARDS														-
SHORT/OVER IN CASH					(0.15)	(99.99)	(0.06)	(0.13)	(1,584.56)	543.24	(1,865.16)			(3,006.81)
CHARITABLE CONTRIBUTIONS														-
SMALLWARES/REPLACEMENT COST						852.36	17,980.04	1,376.88						20,209.28
SOFTWARE P/C														-
SURETY BOND EXPENSE														-
TELEPHONE EXP/TECHNOLOGY COST	2,480.52	2,499.29	3,053.11	2,618.31	2,429.37	855.33	991.00	1,070.74	(1,308.21)	661.74	3,248.63	614.29	-	19,214.12
TRAINING														-
TRAVEL AIR														-
TRAVEL EXPENSE					7.76			27.16	38.80	15.52	15.52	11.64	19.40	135.80
TRAVEL EXP-LODGING														-
TRAVEL EXP-MEALS														-
TRAVEL EXP-OTHER	3.48	6.96		3.88		11.64								25.96
TRAVEL MILEAGE														-
UNIFORMS & LAUNDRY	8,038.80	7,973.20			0.63	1.34	2,623.07	15,733.03	9,716.05	15,224.75	10,580.45	8,509.63		78,400.95
VEHICLE TAXES & LIC														-
CONCESSIONAIRE FEE	126.36	356.82	(8.55)	(0.95)	38.22	36.12	554.98	2,927.55	4,297.28	5,160.64	6,159.70	3,444.85	284.14	23,377.16
<b>TOTAL COST OF SALES</b>	<b>39,318.78</b>	<b>57,423.26</b>	<b>23,309.65</b>	<b>19,589.62</b>	<b>24,433.83</b>	<b>23,581.39</b>	<b>81,221.45</b>	<b>207,315.36</b>	<b>262,745.25</b>	<b>290,738.75</b>	<b>323,132.48</b>	<b>224,063.14</b>	<b>32,161.71</b>	<b>1,609,034.68</b>
GROSS PROFIT	(23,745.21)	(26,213.08)	(23,309.65)	(19,589.62)	(19,825.83)	(18,825.14)	(24,357.28)	65,753.24	88,893.30	112,311.71	174,479.11	71,976.03	(5,332.78)	352,214.79
<b>Gross Sales less Credit Card Fees</b>	<b>\$ 8,424.01</b>	<b>\$ 23,787.96</b>	<b>\$ (570.30)</b>	<b>\$ (63.15)</b>	<b>\$ 2,548.31</b>	<b>\$ 2,408.15</b>	<b>\$ 36,998.52</b>	<b>\$ 195,169.91</b>	<b>\$ 286,485.35</b>	<b>\$ 344,042.41</b>	<b>\$ 410,646.85</b>	<b>\$ 229,656.84</b>	<b>\$ 18,942.50</b>	<b>\$ 1,558,477.36</b>
Multiplied by 50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Minimum Guaranteed Payment	\$ 4,212.01	\$ 11,893.98	\$ (285.15)	\$ (31.58)	\$ 1,274.16	\$ 1,204.08	\$ 18,499.26	\$ 97,584.96	\$ 143,242.68	\$ 172,021.21	\$ 205,323.43	\$ 114,828.42	\$ 9,471.25	\$ 779,238.68
*Concessionaire Fee 1.5% of Gross Sales	\$ 126.36	\$ 356.82	\$ (8.55)	\$ (0.95)	\$ 38.22	\$ 36.12	\$ 554.98	\$ 2,927.55	\$ 4,297.28	\$ 5,160.64	\$ 6,159.70	\$ 3,444.85	\$ 284.14	23,377.16
GROSS PROFIT	\$ (23,745.21)	\$ (26,213.08)	\$ (23,309.65)	\$ (19,589.62)	\$ (19,825.83)	\$ (18,825.14)	\$ (24,357.28)	\$ 65,753.24	\$ 88,893.30	\$ 112,311.71	\$ 174,479.11	\$ 71,976.03	\$ (5,332.78)	\$ 352,214.79
Incentive Compensation %	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
ARAMARK Share Incentive Compensation at 5%	\$ (1,187.26)	\$ (1,310.65)	\$ (1,165.48)	\$ (979.48)	\$ (991.29)	\$ (941.26)	\$ (1,217.86)	\$ 3,287.66	\$ 4,444.66	\$ 5,615.59	\$ 8,723.96	\$ 3,598.80	\$ (266.64)	\$ 17,610.74
GROSS PROFIT LESS MINIMUM GUARANTEED PMTS.	\$ (27,957.22)	\$ (38,107.06)	\$ (23,024.50)	\$ (19,558.05)	\$ (21,099.99)	\$ (20,029.22)	\$ (42,856.54)	\$ (31,831.71)	\$ (54,349.38)	\$ (59,709.49)	\$ (30,844.32)	\$ (42,852.39)	\$ (14,804.03)	\$ (427,023.89)

Description	Sales Actual												Expenses Estimated		Contract YTD	
	11/01/23 - 11/22/23	11/23/23 - 12/27/23	12/28/23 - 01/24/24	01/25/24 - 02/21/24	02/22/24 - 03/27/24	03/28/24 - 04/24/24	04/25/24 - 05/22/24	05/23/24 - 06/26/24	06/27/24 - 07/24/24	07/25/24 - 08/21/24	08/22/24 - 09/25/24	09/26/24 - 10/23/24	10/24/24 - 10/31/24	October 2024		October 2024
	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	October 2024	October 2024		October 2024
<b>GROSS RECEIPTS</b>																
NON ALCOHOLIC BEVERAGE	42,367.88	45,269.58	269,974.18		200,490.86	29,505.73	24,144.93	57,771.71				305.00	30,088.11	5,460.47	705,378.45	
DRAFT BEER SALES			225,730.11			12.49									225,742.60	
BEER-BTL/CANS-STANDS	-		761,767.08			14,136.39		169,809.95			246.00	14,097.19	27,080.66	987,137.27		
LIQUOR	-		261,053.97			2,774.65		58,803.24			443.25	578.25	11,300.40	334,963.76		
WINE			16,803.42			1,157.45	3,105.31				187.50		100.05	21,353.73		
CANDY	3,853.29	3,485.53	17,666.31		18,649.14	3,839.53		379.63					699.42	52,601.87		
FOOD SALES	44,930.20	62,946.53	340,051.73		243,488.32	40,519.07	24,228.04	2,878.94			174.00	37,890.29	7,859.61	804,966.73		
RETAIL																
ADMIN/SERVICE CHARGE FEES	865.26	1,641.02			2,465.74		969.00							5,941.02		
DISCOUNTED SALES	4,554.00		23,737.82		-									28,291.82		
TOTAL ARAMARK SALES	96,570.63	113,342.66	1,916,784.62	-	465,094.06	91,945.31	52,447.28	289,643.47	-	-	1,355.75	86,682.86	52,500.61	3,166,367.25		
<b>MISCELLANEOUS GROSS RECEIPTS</b>																
SUBS INCOME	40,143.75	39,407.65	552,635.44		215,390.02	18,266.66	8,170.69	66,271.27				21,262.50	16,562.15	978,110.13		
SUBS CONTRA	(24,829.86)	(24,513.73)	(353,076.92)		(137,121.64)	(12,214.91)	(5,226.57)	(40,976.56)				(13,711.52)	(10,976.49)	(622,648.20)		
MISC INCOME/VENDING MACHINE/ATM	225.00	8,547.93			225.00	698.82		545.00	15,000.00	620.00			235.03	26,096.78		
TOTAL OTHER	15,538.89	23,441.85	199,558.52	-	78,493.38	6,750.57	2,944.12	25,839.71	15,000.00	620.00	-	7,550.98	5,820.69	381,568.71		
<b>TOTAL GROSS RECEIPTS</b>	<b>112,109.52</b>	<b>136,784.51</b>	<b>2,116,343.14</b>	<b>-</b>	<b>543,587.44</b>	<b>98,695.88</b>	<b>55,391.40</b>	<b>315,483.18</b>	<b>15,000.00</b>	<b>620.00</b>	<b>1,355.75</b>	<b>94,233.84</b>	<b>58,321.30</b>	<b>3,547,925.96</b>		
<b>GROSS SALES</b>																
NON ALCOHOLIC BEVERAGE	42,367.88	45,269.58	269,974.18	-	200,490.86	29,505.73	24,144.93	57,771.71	-	-	305.00	30,088.11	5,460.47	705,378.45		
DRAFT BEER SALES	-	-	225,730.11	-	-	12.49	-	-	-	-	-	-	-	225,742.60		
BEER-BTL/CANS-STANDS	-	-	761,767.08	-	-	14,136.39	-	169,809.95	-	-	246.00	14,097.19	27,080.66	987,137.27		
LIQUOR	-	-	261,053.97	-	-	2,774.65	-	58,803.24	-	-	443.25	578.25	11,300.40	334,963.76		
WINE	-	-	16,803.42	-	-	1,157.45	3,105.31	-	-	-	187.50	-	100.05	21,353.73		
CANDY	3,853.29	3,485.53	17,666.31	-	18,649.14	3,839.53	-	379.63	-	-	-	4,029.02	699.42	52,601.87		
FOOD SALES	44,930.20	62,946.53	340,051.73	-	243,488.32	40,519.07	24,228.04	2,878.94	-	-	174.00	37,890.29	7,859.61	804,966.73		
RETAIL	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
SUBS INCOME	40,143.75	39,407.65	552,635.44	-	215,390.02	18,266.66	8,170.69	66,271.27	-	-	-	21,262.50	16,562.15	978,110.13		
SUBS CONTRA	(24,829.86)	(24,513.73)	(353,076.92)	-	(137,121.64)	(12,214.91)	(5,226.57)	(40,976.56)	-	-	-	(13,711.52)	(10,976.49)	(622,648.20)		
MISC INCOME/VENDING MACHINE/ATM	225.00	8,547.93	-	-	225.00	698.82	-	545.00	15,000.00	620.00	-	-	235.03	26,096.78		
<b>TOTAL GROSS SALES</b>	<b>106,690.26</b>	<b>135,143.49</b>	<b>2,092,605.32</b>	<b>-</b>	<b>541,121.70</b>	<b>98,695.88</b>	<b>54,422.40</b>	<b>315,483.18</b>	<b>15,000.00</b>	<b>620.00</b>	<b>1,355.75</b>	<b>94,233.84</b>	<b>58,321.30</b>	<b>3,513,693.12</b>		
<b>COST OF SALES</b>																
COLD BEVERAGE - NON ALCOHOLIC	8,099.02	8,014.17	61,127.57	121.63	47,315.04	6,563.83	333.23	10,692.85			268.52	5,536.47	1,155.20	149,227.53		
DRAFT BEER	170.85	(51.76)	27,484.97	8,875.36	(1.53)	(13.22)	(6.16)	233.58			(114.40)	120.36	-	36,698.05		
BEER-BOTTLED/CANNED	64.95		155,002.79	(31,516.75)	(120.06)	2,149.83	7.91	29,478.92			135.52	3,706.24	4,482.41	163,391.76		
LIQUOR	(1,557.76)	449.60	39,994.69	(780.33)	1,276.99	759.82	5,063.82	11,344.17			(79.80)	225.66	1,979.58	58,676.44		
WINE	450.11	(331.67)	5,189.51	38.17	9.32	288.00	509.14	(62.58)			121.90	(55.79)	28.98	6,185.09		
CANDY	1,317.07	2,541.02	11,178.26	6.13	11,087.48	1,924.83	1,550.46	1,369.55			936.53	1,950.56	456.31	34,318.20		
FOOD	16,069.49	17,088.37	112,638.70	936.79	82,033.92	14,451.46	2,421.46	3,961.19		1,171.11		13,925.07	2,609.96	267,307.52		
RETAIL														-		
CASH DISCOUNTS														-		
PAYROLL COST	31,738.88	66,633.60	385,117.20	11,455.80	127,782.93	28,631.98	16,945.98	28,036.37	8,070.12	8,157.62	8,038.14	28,054.70	6,197.46	754,860.78		
MANAGEMENT BONUS EXPENSE - OTHER														-		
CAFETERIA/OPERATING SUPPLIES	(1,208.97)	2,643.52	9,170.53	1,180.37	3,819.70	478.08	718.52	807.85			68.28	658.60		18,336.48		
JANITORIAL SUPPLIES	321.38	75.38	1,818.56	186.86	1,229.12	251.44	102.12	(153.84)			23.07	363.41		4,217.50		
ICE														-		
ADV & PROMOTION/SALES & MARKETING EXP.									4,195.76					4,195.76		
CO VEH-OPR & REPAIR					680.71									680.71		
COMPUTER LEASE FEES														-		
CONTRACTED SERVICES												642.28		642.28		
CONTRACT CLEANING														-		
CREDIT CARD CHGBACKS		0.10	14.50	364.32	(0.18)	27.22				68.00				473.96		
CREDIT CARD SVC FEES	4,963.45	4,912.31	91,553.57	(24,674.52)	30,433.14	1,804.26	1,169.85	13,432.08	3,350.70		(8,014.20)	4,154.20	2,563.82	125,648.66		
CREDIT CARD EQUIPMENT CHARGE-OUTS	(658.98)	(1,314.08)	(16,318.58)		(5,303.34)	(469.67)	(724.54)	(1,695.29)						(27,196.19)		
DEPRECIATION										2,403.46		1,201.72	1,201.73	4,806.91		
DIRECT EXPENSE-SUPPLIES OTHER				519.88										519.88		
DUES-PROFESSIONAL														-		
AUTO RENTAL														-		
EMPLOYEE WELFARE	110.87	229.65	178.33		317.05							82.17		918.07		
FLOWERS & DECORATION														-		
FLT SVCS-LEASED VEHI												67.17	5.44	72.61		
FREIGHT/DELIVERY EXPENSE												187.00		187.00		
FUEL/GASOLINE	121.20	77.15	138.03	8.23	100.80	45.33	125.15	114.15	51.06	45.45	88.04	8.25		922.84		
GENERAL INSURANCE	949.50	2,605.17	15,981.55	460.84	4,136.76	668.76	438.65	2,395.82	301.55	301.55	407.98	697.35	309.87	29,655.35		
INSURANCE GIVE BACKS					(5,441.54)									(5,441.54)		
LEGAL DEPT CHGE OUT														-		
LONG TERM RENT - AUTO LEASE	5.44	5.44	5.44	5.44	5.44	5.44	5.44	5.44	5.44	5.44	5.44	5.44	5.44	54.40		
MISCELLANEOUS OPERATING EXPENSE (ALL OTHER)								8.25		621.78				630.03		

Description	Sales Actual													Contract YTD
	Expenses Estimated													
	11/01/23 - 11/22/23	11/23/23 - 12/27/23	12/28/23 - 01/24/24	01/25/24 - 02/21/24	02/22/24 - 03/27/24	03/28/24 - 04/24/24	04/25/24 - 05/22/24	05/23/24 - 06/26/24	06/27/24 - 07/24/24	07/25/24 - 08/21/24	08/22/24 - 09/25/24	09/26/24 - 10/23/24	10/24/24 - 10/31/24	
November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	October 2024		
MUSIC & ENTERTAINERS														-
OFFICE SUPPLIES		136.59	8,600.00	3.15	120.68		8.13		16.24			847.81		9,732.60
OTHER OPERATING EXP - RECORDS STORAGE			2,902.47											2,902.47
ENTERTAINMENT														-
OTHER SERV CONTRACTS - DELAGE LANDEN										183.70				183.70
OUTSIDE PRINTING														-
PEST CONTROL														-
POSTAGE EXPENSE														-
PRINTING EXPENSE	201.29	0.44	4,814.20				168.82	198.39	442.20	168.82				5,994.16
PROFESSIONAL SERV	586.66	500.00	500.00	1,312.65	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00		6,899.31
PROPERTY TAX														-
PROTECTIVE SERVICES					509.95	509.95			509.95					1,529.85
RECRUITING COSTS						239.45	4.61							244.06
RELOCATION EXP-EMPL														-
RENTALS			12,459.90	725.80	27.55			919.73						14,132.98
REP&MAINT MATRLS-COMP		240.00	797.89	480.00	1,246.75			2,820.00						5,584.64
REPAIR & MAINT-OTHER			5,379.41									90.00		5,469.41
SALES & MARKETING EXPENSE														-
SALES TAX/LICENSE/OTHER	(1,507.33)	490.40	4,924.05	135.00	738.26	(2,185.16)	270.91	1,941.82	64.62	56.72	3,441.84	311.84		8,682.97
SERVICE AWARDS														-
SHORT/OVER IN CASH	(6.96)	(48.43)	(8.70)	(392.37)	(29.30)	(98.32)	(416.16)	(367.04)		(4.00)	(82.84)	(3.24)		(1,457.36)
CHARITABLE CONTRIBUTIONS					(43.74)									(43.74)
SMALLWARES/REPLACEMENT COST			590.27					(1,082.65)						(492.38)
SOFTWARE PIC														-
SURETY BOND EXPENSE														-
TELEPHONE EXP/TECHNOLOGY COST	1,491.15	18,811.77	7,238.39	(20.01)	1,923.40	6,256.80	4,602.53	1,745.62	1,344.30	1,813.74	1,583.01	1,583.40		48,374.10
TRAINING														-
TRAVEL AIR														-
TRAVEL EXPENSE														-
TRAVEL EXP-LODGING														-
TRAVEL EXP-MEALS														-
TRAVEL EXP-OTHER	3.48	3.48		3.88										10.84
TRAVEL MILEAGE														-
UNIFORMS & LAUNDRY			3,164.00	149.94	1,313.05		6.74		23.15	(23.15)				4,633.73
VEHICLE TAXES & LIC		-	(0.02)							82.02		1,451.80		1,533.80
CONCESSIONAIRE FEE	1,535.79	1,973.18	30,260.55	370.12	7,739.88	1,460.42	809.66	4,556.20	174.74	9.30	140.55	1,361.87	836.36	51,228.61
<b>TOTAL COST OF SALES</b>	<b>63,260.58</b>	<b>125,685.40</b>	<b>981,898.03</b>	<b>(30,043.62)</b>	<b>313,408.23</b>	<b>64,250.53</b>	<b>33,533.62</b>	<b>112,283.23</b>	<b>19,049.83</b>	<b>15,377.86</b>	<b>9,101.73</b>	<b>66,708.47</b>	<b>20,619.96</b>	<b>1,795,133.84</b>
GROSS PROFIT	48,848.94	11,099.11	1,134,445.11	30,043.62	230,179.21	34,445.35	21,857.78	203,199.95	(4,049.83)	(14,757.86)	(7,745.98)	27,525.37	37,701.34	1,752,792.12
<b>Gross Sales less Credit Card Fees</b>	<b>\$ 102,385.79</b>	<b>\$ 131,545.26</b>	<b>\$ 2,017,370.33</b>	<b>\$ 24,674.52</b>	<b>\$ 515,991.90</b>	<b>\$ 97,361.29</b>	<b>\$ 53,977.09</b>	<b>\$ 303,746.39</b>	<b>\$ 11,649.30</b>	<b>\$ 620.00</b>	<b>\$ 9,369.95</b>	<b>\$ 90,791.35</b>	<b>\$ 55,757.48</b>	<b>\$ 3,415,240.65</b>
Multiplied by 50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Minimum Guaranteed Payment	\$ 51,192.90	\$ 65,772.63	\$ 1,008,685.17	\$ 12,337.26	\$ 257,995.95	\$ 48,680.65	\$ 26,988.55	\$ 151,873.20	\$ 5,824.65	\$ 310.00	\$ 4,684.98	\$ 45,395.68	\$ 27,878.74	\$ 1,707,620.33
*Concessionaire Fee 1.5% of Gross Sales	\$ 1,535.79	\$ 1,973.18	\$ 30,260.55	\$ 370.12	\$ 7,739.88	\$ 1,460.42	\$ 809.66	\$ 4,556.20	\$ 174.74	\$ 9.30	\$ 140.55	\$ 1,361.87	\$ 836.36	51,228.61
GROSS PROFIT	\$ 48,848.94	\$ 11,099.11	\$ 1,134,445.11	\$ 30,043.62	\$ 230,179.21	\$ 34,445.35	\$ 21,857.78	\$ 203,199.95	\$ (4,049.83)	\$ (14,757.86)	\$ (7,745.98)	\$ 27,525.37	\$ 37,701.34	\$ 1,752,792.12
Incentive Compensation %	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
ARAMARK Share Incentive Compensation at 5%	\$ 2,442.45	\$ 554.96	\$ 56,722.26	\$ 1,502.18	\$ 11,508.96	\$ 1,722.27	\$ 1,092.89	\$ 10,160.00	\$ (202.49)	\$ (737.89)	\$ (387.30)	\$ 1,376.27	\$ 1,885.07	\$ 87,639.61
GROSS PROFIT LESS MINIMUM GUARANTEED PMTS.	\$ (2,343.95)	\$ (54,673.52)	\$ 125,759.94	\$ 17,706.36	\$ (27,816.74)	\$ (14,235.29)	\$ (5,130.76)	\$ 51,326.76	\$ (9,874.48)	\$ (15,067.86)	\$ (12,430.95)	\$ (17,870.31)	\$ 9,822.60	\$ 45,171.80

## Exhibit F

# Scope of Work for Concession Agreement for DAV

(Red Rocks Amphitheatre and Denver Coliseum)

### A.1 BACKGROUND:

Denver Arts & Venues (DAV) (<http://artsandvenuesdenver.com/>) is an agency of the City and County of

Denver whose mission is to **enrich Denver's quality of life through arts & culture.**

DAV operates or oversees some of the region's most renowned facilities, including:

- Red Rocks Amphitheatre (<https://www.redrocksonline.com/>)
- Denver Coliseum (<https://www.denvercoliseum.com/>)
- Denver Performing Arts Complex (<https://www.artscomplex.com/>)
- McNichols Civic Center Building (<https://www.mcnicholsbuilding.com/>)
- Colorado Convention Center (<https://denverconvention.com/>)

Additionally, DAV's Cultural Affairs team oversees the City's public art program and promotes the

City's cultural advancement efforts.

DAV facilities host a wide array of public and private events including:

- Concerts
- Shows produced by Denver's performing arts groups and national touring companies
- Cultural activities from films to lectures, rodeos and other sporting events
- Popular and family entertainment; and
- Conventions, trade shows and consumer shows.

Our high-profile venues are well known regionally, nationally and internationally, and provide a substantial, positive economic impact to the Denver metropolitan area. In hosting these events, DAV

serves diverse customer groups including promoters, producers, performers, patrons and members of the

public who attend these performances.

The scope of work of this contract primarily provides services to DAV's **Arenas Division**, consisting of

two of the largest City-owned, single unit performance spaces: **Red Rocks Amphitheatre (including**

**Visitor Center and Trading Post) and The Denver Coliseum.** The City may elect to utilize the Concessionaire's services at its other facilities.

**Red Rocks Amphitheatre (capacity – up to 9,525 depending on seating configuration)**

Red Rocks Amphitheatre is a natural, geologically formed, open-air theatre located in the 738-acre Red

Rocks Park, which is set in the Rocky Mountain foothills, fifteen miles west of Denver. The majestic

setting of the amphitheatre, along with the view of the Denver panorama from the top of the theater is

breathhtaking. The allure of the two 300-foot sandstone monoliths, Creation Rock (stage right) and Ship

Rock (stage left), combined with a naturally occurring theater set on a mountain stage is not duplicated

anywhere in the world. The theater provides outstanding acoustics and was once listed as one of the

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seven natural wonders of the world. The design was done in 1936 and the amphitheatre was dedicated

on June 15, 1941. Red Rocks is both a designated Denver Landmark and National Historic Landmark.

In 1947 the annual Easter Sunrise Service first began. Since then, Red Rocks Amphitheatre has attracted a plethora of diverse and wonderful performers to the delight of the fans. Visit [www.redrocksonline.com](http://www.redrocksonline.com) to view a list of the performers that have graced the stage of Red Rocks. The

Burnham Hoyt Visitor Center contains the Ship Rock Grille, a Performers Hall of Fame that showcases

many historic performances, and exhibits showcasing other interesting information about the park and

amphitheater. In addition to the Visitor Center, the Trading Post houses concession, retail sales and

event space in its backyard.

Red Rocks is recognized as one of the top amphitheaters in the world, recently hosting over 200 events

annually, including concerts, graduations, films and fitness events from April to mid-November See

<http://redrocksonline.com/concerts-events/listing/archive> for a listing of previous concerts held at Red

Rocks. In addition to amphitheater events, the current concessionaire hosts many private events in the

Visitor Center and backyard of the Trading Post which include weddings and corporate events. Additionally, tourism brings an estimated 1,000,000+ visitors to the park, Amphitheatre, visitor center,

and trading post annually and Red Rocks is considered one of the top tourist attractions in the region.

**Denver Coliseum (8,100 permanent seats with capacity determined by type of event)**

Opened in 1952, the Denver Coliseum is home to the National Western Stock Show's annual Rodeo

and hosts a variety of other events, including ice shows, motor shows, circuses, concerts, dances, exhibits and trade shows, and CHSAA state championships in volleyball, spirit and basketball.

In each of the past two years, the Denver Coliseum hosted approximately 85 events and 350,000

-

400,000 patrons annually.

#### **A.2 GENERAL INFORMATION:**

The Concessionaire will provide the services defined in this scope of work and associated Agreement at

the direction of the City which include Concessions services, Restaurant services, Retail services,

Catering services and Novelties services. The financial terms are outlined in the Agreement. In general,

the gross profits generated from these belong with the City and the Concessionaire performs the work

for the benefit and direction of the City. The City has final say on all operations including all food and

beverage products and retail options.

The Concessionaire understands that the City manages and oversees the operation of the Facilities and

will determine policies, procedures and protocols related to the operation of the Facilities which may be

adjusted from time to time, and the Concessionaire agrees to comply with policies, procedures and

protocols set forth by the City.

At a minimum, the Concessionaire shall provide the services outlined in the Agreement which include

but are not limited to:

- Work that is defined in this scope of work, the associated Agreement, the RFP related to this scope of work and the City's accepted provisions of the Concessionaire's response to the RFP.
- Perform food/beverage (concession, premium, catering, restaurant), retail and merchandise services, as specified herein.
- Sell alcoholic beverages under certain conditions.

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- Operate pantry and other food production/storage areas.
- Manage bulk storage facilities.
- Operate food courts, restaurants, fixed and mobile concession stands.
- Cater food and beverages to special functions.
- Vend various refreshments and other items as approved by the City.
- Operate the retail functions of the Trading Post.

In addition, the Concessionaire is required to provide the following services as requested by the City:

- Operate all dedicated lounges, mobile thematic food services, vending services, and other foodservice functions.
- Perform tour services at Red Rocks Park and Amphitheatre.

The City's food, beverage and retail facilities and equipment shall be used solely for the conduct of the

described services in this scope of work and Agreement. The areas allotted to the Concessionaire may be

modified from time to time at the discretion of the City. The City will designate which space or areas the

Concessionaire may use in the performance of the services as set forth herein to conform to City's

priorities. These specifications are part of the Agreement and are binding upon the parties thereto. The

City shall also direct how the spaces at the Facilities are used which may change from time to time,

including but not limited to the use of the Trading Post and Visitor Center for retail, exhibits, and food

and beverage service.

The Concessionaire acknowledges that the facilities noted herein enjoy a reputation for providing a high level of food/beverage, retail and merchandise quality and service to its distinguished lists of patrons and the City expects Concessionaire to continue to deliver a first-rate experience to its patrons. The Concessionaire must meet or exceed industry standards for food safety, customer service and facility cleanliness.

**A.3 EQUIPMENT AND CONCESSIONAIRE'S INVESTMENTS:**

All current food service and retail equipment and fixtures belong to the City and will be available to the selected Concessionaire to use in the execution of the services required in this scope of work. The City typically dedicates funding each year to replacement equipment at its discretion. If the selected Concessionaire wishes to add equipment beyond that which is provided by the City, any items purchased and installed shall be of a type and class approved by the City and in sufficient quantities to provide proper service to the patrons of the Facilities.

All Concessionaire purchased equipment and furnishing shall be new, of modern design, and of firstclass material and construction. The furnishings and equipment shall be of such quality, design, and finish as will be in keeping, in the opinion of the Executive Director, with the general décor of the Facilities. Concessionaire shall get the City's approval before purchase and installation of any equipment and furnishings.

**A.4 RIGHTS AND OPTIONS OF THE FACILITIES:**

The City has the right to provide food, beverage, retail/merchandise and related services to patrons attending events at the Facilities.

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The Scope of Work and Agreement will govern the provision of services by the Concessionaire at the identified Facilities.

The City and its Executive Director retain the sole and exclusive right to negotiate sponsorships, advertising agreements and all pouring rights (as legally allowed) for all food and beverages sold in the contracted facilities. The Concessionaire must adhere to the City's negotiated sponsorship and pouring rights with City partners including but not limited to food, beverage, food service products, financial institutions, apparel, retail novelties, etc.

The City retains the right to direct and/or collaborate with the Concessionaire on the merchandise sold at

the retail locations within the facilities. This could include the City providing specific designs or design ideas for the merchandise and the inclusion of merchandise from City determined partners, designers or vendors.

**A.5 LICENSES AND OTHER AUTHORIZATIONS:**

The Concessionaire shall secure and maintain in full force and effect during the term of this Contract, all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof for the life of this contract. The Concessionaire must submit proof of all required licenses and permits to the City annually, or as requested.

**A.6 RECYCLING AND COMPOSTING OF WASTE MATERIALS:**

The Concessionaire shall collect, sort, and separate into such categories (paper, plastic, glass, organic waste) as may be legally required, all solid waste products on the Facilities, and recycle all such products that are locally accepted for recycling. Each separately sorted category of waste products shall

be placed in separate receptacles reasonably approved by the City, which receptacles shall be dumped or removed from the Facilities, at such minimum frequency as is specified by the City.

The City reserves the right to refuse to collect or accept from the Concessionaire any waste product that

is not sorted and separated as required by law, ordinance, rule or regulation, and to require the Concessionaire to arrange for the collection of the same at the Concessionaire's sole cost and expense

using a contractor satisfactory to the City. The Concessionaire shall pay all costs, fines, penalties, and

damages that may be imposed on City or the Concessionaire because of the Concessionaire's failure to comply with the provisions of this subsection.

**A.7 SPECIAL SERVICES AT FACILITIES SUBJECT TO PRIOR CITY APPROVAL AND AT**

**CONCESSIONAIRE'S COST:**

The Concessionaire, directly or through a third party, shall consult with the City about the installation, maintenance and repair of any utility service related to the Concessionaire's operations and its use of the

Facilities not provided or maintained by the City. Any special utility or waste disposal facility, item of

equipment, or service beyond that provided to the Facilities by the City, must be installed only in accordance with plans and specifications approved by the Executive Director and other appropriate City

officials, in writing, in advance of such installation. The Concessionaire shall not install on the Facilities



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any fixture, furnishing, or trade equipment that exceeds the capacity of any utility or waste facility for such location. The City will collaborate with the Concessionaire on the limits of the utilities prior to any modification or installation of the utility or equipment. The Concessionaire shall pay, before delinquency, all fees and charges for the installation, change, and relocation of any point or means of service by any utility or waste line or system.

**A.8 PARKING:**

The City retains the right to determine the location and number of parking spaces that are available to the Concessionaire and its staff.

**A.9 SPACE AVAILABLE FOR CONCESSIONAIRE USE:**

The City, at its discretion, will furnish to the Concessionaire, where applicable for the period of the Agreement, office and storage spaces, concession areas, certain buffet and /or banquet seating areas, kitchens, food/beverage areas, pantry spaces, fixed bar/lounge areas, and foodservice equipment. The City will also furnish spaces where available for office, money counting (as applicable), and record keeping purposes of the Concessionaire for the Agreement period. Use of these office spaces for purposes other than operation of this Agreement, without prior written approval of the Executive Director shall result in grounds for termination of the Agreement.

Location of any and all mobile concession stands, and auxiliary storage spaces required by the Concessionaire shall be approved by the Executive Director. The Concessionaire shall acquire no rights to such locations once assigned, and the City reserves the right to require the Concessionaire to move mobile stands and equipment and to relocate items from any auxiliary storage spaces when needs of other events require the use of them.

The Concessionaire is expected to keep all areas designated to them in a neat, orderly and clean manner at all times.

**A.10 SERVICES PROVIDED BY THE CITY:**

The City shall provide gas, electricity, garbage hauling, recycling & composting services, and water services for use by the Concessionaire for the City's Facilities.

Anything herein to the contrary notwithstanding, the City shall not be liable or responsible for any failure to furnish the services set forth above occasioned by strike or other work stoppage, federal, state, or local government action, breakdown, or failure of apparatus, equipment, or machinery employed in

supplying said services, and temporary stoppage for repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control. The City will make best efforts to inform the Concessionaire of any service interruptions as well any status updates on the resumption of the service.

**A.11 ADDITIONAL LABOR PROVIDED BY CONCESSIONAIRE:**

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The Concessionaire shall furnish all common and skilled labor for the setting up and dismantling or

moving of all food and beverage facilities including related furniture and related equipment in such

locations as may be agreed upon between the Concessionaire and the City.

**A.12 CONCESSIONAIRE ACCESS TO FACILITIES:**

The Concessionaire and its employees shall be entitled to enter upon and remain in the premises with

access at designated areas for work purposes only during event or functions at the Facilities; and for a

reasonable time prior to and subsequent to events; and non-event days for administrative or non-event

functions; and only for the purpose of exercising the rights and privileges required to fulfill the duties of

the resulting contract. This paragraph shall not exclude the Concessionaire reasonable access to office

areas for the conduct of normal business activities associated with the Agreement. The Concessionaire

shall comply with any security measures implemented by the City, including, but not limited to, the use

of access badges or other means of identifying credentialed staff, provision of staffing lists for gate staff,

and bag checks or other security checks at the entrances to the Facilities

**A.13 VENDING MACHINES:**

The Executive Director may require the Concessionaire, either directly or by subcontract, to provide

vending machines. Vending machines shall not be used, except with the prior written approval by the

City. The Concessionaire shall submit their proposals concerning items to be sold, suggested prices, type

and style of machines and recommended locations in writing, for the consideration and approval by the

City. Typically, vending machines will be used for back of house staff or available for non-event time

visitors.

The Concessionaire must submit an explanation of vending control methods. Concessionaire may

subcontract coin/card-operated vending with the written approval of the Executive Director. In the

event the Concessionaire subcontracts the vending concession, the Concessionaire shall supply the following information:

- The name and address of the sub-contractor.
- The sub-contractor's reputation and industry experience.
- In the event that vending is subcontracted, the City will consider the Concessionaire to be responsible party for the services provided.

**A.14 SELF-SERVE MARKETS/KIOSKS**

If either party desires to explore the implementation of a self-serve market/kiosk, then the parties will

collaborate on the feasibility and cost effectiveness of such a market. If in the determination of the City,

a self-serve market is desirable, the Concessionaire shall oversee and manage the implementation of the service with the costs being a cost of sale.

**A.15 EMPLOYEE MEALS**

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If the City requests and requires, the Concessionaire shall develop, submit and implement with the

City's approval an employee discount meal program. The program shall be inclusive of other staff and

departments that work in the facilities.

**A.16 MERCHANDISING AND SAMPLES:**

Tenants of the Facilities shall be permitted to exhibit merchandise or novelties in connection with an

event, or dispense free samples of merchandise, subject to the terms of the Agreement. Such sampling is

subject to approval by the City but normally will be restricted to the following:

- Food – 2 oz. Portion
- Beverage – 4 oz. Cup

At certain special shows that occur annually, Concessionaire shall offer menu items generic to the show

type in consultation with the show manager and Executive Director. The City will notify the Concessionaire of any approved sampling prior to the designated event.

**A.17 OPERATION OF FOOD/BEVERAGE SERVICES:**

The Concessionaire shall have the food/beverage services open and in operation at a reasonable time

before, during, and after all events or operating days as may be requested or approved by the Executive

Director. These services may be in operation when there are no events, upon request or approval by the

Executive Director. The staffing levels and operation times of food service at each location are subject

to approval by the Executive Director.

The public's right shall not be infringed upon by any activity of the Concessionaire or any of its

employees. The activities of the Concessionaire shall be such as to render service to the public in a dignified manner and no pressure, coercion, or persuasion shall be used by the Concessionaire in an attempt to influence the public to use the services or product of the Concessionaire. All concession sales shall be conducted and operated under the supervision of the Concessionaire but shall in no way interfere with the orderly operation of any event. The Concessionaire shall conduct all sales at such times and at locations, for such purpose as designated by the Executive Director. The Concessionaire will not circulate throughout the premises for the sale of any merchandise, except with the permission of the Executive Director. Neither the Concessionaire nor its employees shall distribute campaign or political literature or any commercial solicitation literature of any kind at any time in or on the premises of the Facilities.

The City reserves the right to direct the Concessionaire to partially or completely suspend service during those events with which the Concessionaire's operation may be incompatible in the opinion of the Executive Director, such suspension to be judged prudent and responsible.

**A.18 SPECIALIZED SERVICES TO BE PROVIDED BY CONCESSIONAIRE:**

In addition to the normal concessions and catering functions the Concessionaire will provide in the Facilities, the Concessionaire will be required to provide specialized services normally associated with

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recreational facility activities. These specialized services may include, but are not limited to, the following:

- Mobile and fixed thematic concession facilities service.
- Main Kitchen storage/preparation.
- Special meeting and buffet/banquet/catering services.
- Water, tablecloth, and table skirting service.
- Backstage Catering as directed by the Executive Director. Backstage catering is non-exclusive. Backstage Catering is generally provided at cost plus ten percent (10%) and will be at the discretion of the Executive Director. Revenues for backstage catering will be included in the gross receipts and costs included in the cost of sales. Cost includes cost of product and any direct cost associated with delivery of product. Notwithstanding the foregoing to the contrary, Concessionaire shall exclusively provide alcoholic beverages for Backstage Catering events when Backstage areas are included in the Concessionaires liquor license. Generally, these sales will be at cost plus 10%. The City will determine what events constitute Backstage Catering.

**A.19 CATERING REQUIREMENTS:**

When catering, and/or other special i.e., mobile “special emphasis” food service areas are in operation, food served must be cooked and prepared by the chef on the premises except for baked goods, standard canned and packaged items, and when the on-site facilities don’t facilitate the preparation of the required food. Deviation from this requirement must be approved in advance in writing by the Executive Director.

**A.20 CONCESSIONAIRE’S OBLIGATIONS AND RIGHTS:**

Per the Agreement the Concessionaire shall have the obligation and right to operate foodservice areas, bars, restaurants, retail and merchandise areas, fixed and mobile concession stands, banquet/catering areas, and vending operations selling food and beverages (alcoholic and non-alcoholic), except as otherwise provided. Failure to provide any food/beverage and retail/ merchandise services as required under the terms of this Agreement will be considered a breach of Agreement and the Concessionaire will be considered in default of the Agreement.

The Executive Director shall give the Concessionaire advance notice of the nature of scheduled events and such information as is available regarding the probable attendance at each event. Every effort will be made by the Executive Director to notify the Concessionaire of cancellation of previously scheduled events to which due notice has been given the City, but the City will have no liability for a failure to deliver notice of cancellation. The Concessionaire on the other hand shall be held accountable for furnishing full and adequate service, as determined by the City, for the full period of time required for any event of which the Concessionaire has had notice. Further, nothing contained herein shall be interpreted to limit the Concessionaire in taking the initiative to obtain event information from the Facilities in a timely manner.

**A.21 USE OF FACILITIES BY OTHERS:**

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Concessionaire shall not permit the private use of any part of the premises without, in each case, the prior written approval of the Executive Director.

**A.22 USE OF FACILITIES FOR OFFSITE FOOD FUNCTIONS:**

Should the Concessionaire utilize foodservice facilities for off-site food functions, the Concessionaire must obtain written approval of the Executive Director at least two working days before the function.

All such services are to be considered part of gross sales and expenses and as such, are fee approved operations.

**A.23 PROCUREMENT POLICY:**

The Concessionaire shall purchase food, beverages, and operational supplies, such as uniforms, laundry service, paper goods, and detergents needed for the foodservices and related operating supports to be supplied hereunder from whatever source or sources that will establish and effect procedures which assure the quality and quantity required at the most economical prices, it being understood that the All such purchases shall be in the Concessionaire's name and payment shall be made directly to the supplier. The City may elect to provide certain items such as uniforms or other supplies if it is in the best interest of the City to do so.

The City reserves the right to sell advertising and sponsorship packages at the Facilities. The City maintains the final right of approval of Concessionaire supplies however all approved suppliers must provide competitive produce quality, service, and prices. The Concessionaire retains no advertising rights or approvals within this Agreement.

**A.24 MINIMUM FOOD PURCHASE SPECIFICATION REQUIREMENTS:**

**BEEF**

Heifer or Steer

**GRADE:**

**YIELD:**

**CONDITION:**

**GROUND**

**BEEF:**

USDA Top Choice

3 or under

Fresh or Frozen

Chuck, 20% fat content

**PORK GRADE:**

**YIELD:**

**CONDITION**

US No. 1

1

Fresh or Frozen

**VEAL**

Calf

**GRADE:**

**CONDITION:**

USDA Choice

Fresh or Frozen

LAMB

Under one year old

GRADE:

CONDITION:

USDA Choice

Fresh or Frozen

POULTRY GRADE:

CONDITION:

USDA Inspected Grade A

Hens – Fresh or Frozen

Fryers – Fresh or Frozen

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Duckling – Fresh or Frozen

Turkey Breast – Fresh or Frozen

FISH & SHELLFISH GRADE:

CONDITION:

When graded – A, otherwise top

quality Fresh when available,

frozen if cost and availability

warrant

EGGS GRADE:

SIZE:

CONDITION:

USDA A, 100% candled

Large

Fresh

BUTTER

GRADE: USDA AA

MILK & MILK

PRODUCTS

GRADE: US Grade A pasteurized

NONFAT DRY MILK

GRADE: US Extra

BULK ICE CREAM Minimum 12% milk fat, 80-  
100% overrun

FRESH VEGETABLES &

FRUITS

GRADE: US No. 1 or better

FROZEN VEGETABLES

GRADE: A

CANNED FRUIT GRADE: US Grade A or Fancy in heavy  
syrup

CANNED VEGETABLES

GRADE: US Grade A or Fancy

DRY GOODS RICE:

BEANS:

Fancy or US No. 2

Grade A

BAKED PRODUCTS

At the City's approval

**A.25 MENUS:**

The Concessionaire shall plan and prepare imaginative menus in the Facilities in consultation and

coordination with the Executive Director and in accordance with its specifications. The menus should

consider options for a diverse audience which include gluten free, vegetarian, or vegan items.

Quantities,

portions, prices of banquet/meeting and concession items for all food and beverages shall be subject to

approval by the Executive Director. Only foods and beverages that are wholesome and of the best

quality, in the opinion of the City or its Executive Director, shall be purchased and served. Any changes

to the menu or pricing are subject to approval by the City.

The Concessionaire shall first submit for the City's approval and shall keep posted in places conspicuous to users of the Facilities, a full list of all items, with their prices offered for

consumption on

a given day.

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The Concessionaire shall prepare approved, printed/digital catering and other menus utilizing the Facilities' logos and used exclusively for the Facilities, in sufficient quantities to insure clean, neat

menus are available at all times to guests. All menus shall include the courses available, prices, date of

distribution, and location. All menus shall be subject to the approval of the City prior to distribution and

shall be used by the City and the Concessionaire's marketing departments for sales purposes.

Should the Concessionaire or its representative directly contract with a tenant for a meal function, buffet

and/or cocktail party, or for providing any services in the Facilities, Concessionaire shall forward or

have available at request by the city within two (2) business days one (1) copy of the completed Agreement for Services to the Executive Director. Such Agreement shall list the various dishes

to be

served, the approximate number of people involved, the services to be provided, the prices of the various

services and the total charges to be collected for the function by the Concessionaire.

**A.26 FOOD HANDLING:**

Concessionaire shall adhere to all HACCP rules, regulations, and operating requirements.

Concessionaire must maintain records of all HACCP compliance checks and inspections. The City may



request these records at any time for review. All food deliveries must be inspected and documented for quality and quantity compliance with the original order and shall store all food and beverage merchandise in proper areas in sanitary containers which are dated for effective rotation of stock on a first-in, first-out basis. The Concessionaire shall cover all refreshments and food exhibited for sale in showcases or other suitable containers. The Concessionaire shall wrap all pre-packaged sandwiches, cakes, and other similar products in cellophane or similar transparent wrapping appropriate to the food service industry.

**A.27 FOOD QUALITY:**

The Concessionaire agrees to operate the foodservice facilities and perform all work in connection therewith in a professional and resourceful manner, complying with all public health regulations including a Grade “A” sanitation rating to the satisfaction of all authorized local Health Department officers and the City. The Concessionaire must submit to annual sanitation inspections by authorized Health Department officers and maintain records of these inspections. Any issues must be resolved within the time period specified by the authorized Health Department.

The Concessionaire shall sell only foods that comply with all applicable federal, state, and local laws, acts, orders, or regulations including, without limitation on the generality of the foregoing, the applicable sections of the following laws, acts, and regulations:

- The Food and Drug Act.
- Applicable Meat Inspection Regulations.
- The Humane Slaughter of Animals and Humane Slaughter Regulations.
- The Official Methods of Analysis and Association of Official Analytical Chemists.
- The Federal Department of Agriculture – Products Regulations.
- The Fish Inspection Act and Regulations.
- Meat and Canned Foods Act.

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- Fresh and Processed Fruit and Vegetable Regulations.
- The U.S. Grain Act and Grain Regulations

**A.28 ITEMS TO BE SOLD:**

The Concessionaire shall sell those products, commodities, and articles normally found in operations of this type, subject to the approval of the City, which approval may be granted or denied, in City’s sole discretion. The City may require the Concessionaire to sell items, which, in the City’s sole discretion, are necessary for the operation of the foodservice facilities and may limit, prohibit, or require discontinuance of the sale of any products, commodities, or articles.

As a matter of general policy, prices shall not be higher than those charged at comparable arenas, amphitheatres, theaters, bars, snack facilities, hotels, convention centers, restaurants, etc., for the same

quality merchandise and services within the Western Region of the United States of America.

Prices

must be posted in displays on all stands and vendor equipment. The Executive Director shall be the sole

and final judge of prices, sign quality, size of letters, and propriety of any advertising proposed.

The Concessionaire shall submit a detailed price schedule based on current market conditions for all

items it proposes to sell showing size, weight, quantity, and prices of items. This includes items sold in

retail and merchandise areas, the bars, concession stands, in lounge areas, mobile "special emphasis"

food services areas, in vending machines, etc., meeting rooms, for all catered services and special

service requests, etc. All prices finally adopted are subject to approval by the Executive Director.

The Executive Director and the Concessionaire shall, on an annual basis for the upcoming year, or as

deemed necessary by the City or the Concessionaire, review the general price structure of all commodities sold and may, in writing increase or decrease the maximum price or size of any article or

articles offered for sale. The Concessionaire shall provide pricing recommendations to the City with

comparable pricing from other comparable venues as determined by the City.

If the Concessionaire desires to offer for sale any article not included in the approved price schedule,

menu, or alcoholic beverage list, then the Concessionaire may be allowed to do so after first obtaining

written approval of the Executive Director to sell such articles. If the Concessionaire desires to substitute

an article listed in the approved price schedule, prior written approval must be obtained from the Executive Director as to the quality, size, weight, quantity, brand, and price of such substitute article.

The Concessionaire will not sell any products of inferior quality. All items to be sold require the approval of the Executive Director. This requirement shall not require the Concessionaire to rely exclusively on one seller's or manufacturer's item(s), but several manufacturers or sellers may be used

or the Concessionaire's original source may be changed in the interest of quality, competition, and

public appeal, as required by the Executive Director.

All merchandise kept for sale shall be subject to inspection and approval or rejection by the Executive

Director during the term of the Agreement. The Concessionaire shall immediately remove from the

Facilities all rejected merchandise and it shall not be returned for sale. Notwithstanding the above,

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Concessionaire shall have sole and final responsibility to comply with the Agreement, perform all of its obligations under the Agreement, and to comply with all governmental codes, regulations, and laws.

The Concessionaire shall purchase, sell, and feature locally (Colorado) produced products (see Good

Food procurement note), as long as said wholesale prices are competitive with similar products available

on the open market. Upon request, the Concessionaire shall provide an annual report that outlines the

amount of locally produced products purchased.

The Concessionaire will manage the sales of event novelties (i.e. concert t-shirts, posters, etc...) on

behalf of the City and the tenant. The City shall retain the right to determine the percentage splits on the

sales of such novelties. Note that there are some pre-existing events that have historically maintained

their own Novelties rights. Concessionaire and the City acknowledge and agree certain shows are designed to have booths displaying merchandise for sale similar to a public show at a convention center,

which examples include the National Western Stock Show, the March Pow Wow and The Super Sale,

and for such shows or events, Concessionaire shall not have rights to sales from the booths at these

events, but shall retain rights to sales of merchandise related to the event such as t-shirts and CD's,

except when exempted under terms of this Agreement. The sales of such novelties will be included in

the Gross Receipts and the costs will be included in the Cost of Sales.

From time to time, in the best interests of City, the City will direct the Concessionaire to adopt special

promotional pricing for sales of food, beverage or other services. When these promotional efforts occur,

Concessionaire and City shall in writing mutually agree on terms and document the effort with the

details including description, pricing etc.

#### **A.29 DELIVERIES**

The Concessionaire shall have protocols for monitoring the movement of products in and out of all

foodservice and retail areas to avoid all conflicts with other Facilities functions. These protocols are

subject to approval by the Executive Director. The Concessionaire shall cover or otherwise protect all

food, beverages, food handling and merchandise equipment being moved through public areas.  
The

Concessionaire will adhere to all relevant Facility policies and procedures.

**A.30 RESTRICTIONS ON SALES:**

The City's contracts with tenants for specific functions identified by the Executive Director, may stipulate reasonable restrictions on the sale of food, beverages, concession items and retail/merchandise

items, where necessary, to protect the goods on display or where necessary because of the nature of the

function. For example, without limiting the generality of the foregoing; such items as certain specialty

foods or the sale of alcoholic beverages (at specific performance/event times as determined by the

Executive Director) may not be permitted.

Chewing gum, sunflower seeds, stickers and glass products may not be sold in the Facilities by Concessionaire or its sub-contractors whether from vending machines or otherwise. Retail items in the

Trading Post may be excepted and includes stickers and certain souvenirs that are made of glass.

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The City reserves the right to add items to this list throughout the life of the contract. Such additions

will be made known to the Concessionaire in writing.

**A.31 ADVERTISING & MARKETING:**

The Concessionaire shall not advertise in any manner other than as approved by the Executive Director

and the Concessionaire shall have no right to use the trademarks, symbols, or trade name or name of the

Facilities, directly or indirectly, in connection with any production, promotion, service, or publication

not located in the Facilities, without the prior written approval of the Executive Director.

The City and the Concessionaire will coordinate and collaborate the marketing of all Food and Beverage

Services, Retail and Merchandising Services at all Facilities. All marketing of the Concessionaire's

services are subject to the City's approval.

**A.32 TRAINING REQUIREMENTS:**

The Concessionaire must conduct regularly scheduled training classes for all employees and management throughout the term of the Agreement. This schedule and its content shall be

approved by

the City. At a minimum, such training will consist of Customer Service (including training on the Americans with Disabilities Act (ADA) and service for people with disabilities), EDI training (equity,

diversity and inclusiveness) Alcohol Awareness, Positional Skills Training including banquet service

training, buffet set up, bartending, and serving techniques and food/wine service techniques, food

handling and other facility operations (uniform/appearance requirements, POS handling, emergency situations, radio usage, weather protocols).

The Concessionaire will report to their Denver Arts & Venues designated representative all trainings offered to their employees at the beginning of each year. The Concessionaire will report data related to employee participation to their DAV designated representative on an annual basis. Concessionaire will commit to employee participation in trainings offered by DAV.

**A.33 PERSONNEL:**

The Concessionaire shall be responsible for selecting, employing, training, furnishing, and deploying employees who are proficient, productive, and courteous to patrons. They shall also be responsible for their employee's discipline, and if necessary, discharge. The Concessionaire shall also provide adequately trained relief personnel in the event of absences by primary staff. Whenever possible, Concessionaire shall hire its personnel from within the greater Denver area.

The Concessionaire shall furnish all necessary qualified supervision for the performance of the food/beverage and retail/merchandise service and agrees to assign to these operations highly competent,

full-time resident managers who shall have no duties other than direction of these operations. The

Concessionaire shall secure the City's approval in advance of the manager for this assignment and once

assigned to this operation, such manager shall not be replaced without approval of the City.

**Page 15 of 23**

The Concessionaire's general or assistant managers shall be available at all food/beverage and retail sale functions.

If at any time the City finds that the Concessionaire's managers or his/her alternates are unsatisfactory,

and such causes and reasons are duly reported in writing by the City to the Concessionaire, the Concessionaire shall, within ten (10) calendar days, unless specifically extended in writing by the

Executive Director, replace him/her with one who is satisfactory to the City. At any time, Concessionaire's management desires to leave the Facilities, Concessionaire's current management staff

will provide to the replacement management such detailed training as necessary and required before

changing his/her position.

Concessionaire's full-time management shall provide a management staffing plan. Such management

team shall have no other duties other than those specifically dedicated to the Facilities on a full-time basis.

Personnel supplied by the Concessionaire will be deemed employees of the Concessionaire and will not

for any purpose be considered employees or agents of the City.

The Concessionaire assumes full responsibility for the actions of such personnel while performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding and income taxes, unemployment insurance, workers' compensation, and Social Security) and the like, as required by applicable federal, state, and local laws.

The City shall have the right to refuse access to its facilities at any time to any employee of the Concessionaire, its agents, sub-contractors, or suppliers' employees. The exercise of its right shall not diminish the Concessionaire's obligation of performance arising under this Agreement, provided that the

City shall allow the Concessionaire to have access to said Facilities at times sufficient to fulfill said obligation. The right of access for personnel shall be limited to those parts of the City's premises available for common use (e.g., entrances, hallways, stairways, concession areas, lounges, kitchens, and other food preparation areas), but shall not include a right of access to other parts of the Facilities unless

specifically otherwise requested by the City. The Concessionaire will be responsible for requiring

employees to abide by all instructions, regulations, and codes as specified by the City.

The Concessionaire shall ensure their compliance with the State of Colorado Retail Food Establishments

Rules and Regulations as promulgated by the Colorado Department of Public Health and Environment

and the State Board of Health at all times.

The Concessionaire shall remove from the foodservice and/or retail operations any employee whom the

Executive Director considers detrimental to the best interests of the Facilities.

The Concessionaire shall promptly report any non-compliance with regulatory agencies to the City with

a report on what corrective actions the Concessionaire will take to correct the issue within 7 days or

sooner as feasible.

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#### **A.34 SPECIAL PERSONNEL SERVICES:**

On various occasions, the Concessionaire may be called upon to provide personnel for special purposes

such as bartending, waiter/waitress, host/hostess, or other activities. The special personnel services are

not to be confused with the normal personnel required by the Concessionaire to meet the

Concessionaire's responsibilities to provide service to the Facilities in fulfillment of the obligations set out within this Agreement.

**A.35 TIPPING POLICY:**

Concessionaire must manage tipping policies in accordance with industry standards and obtain approval from the Executive Director. Policies must detail eligibility for tips, including which positions qualify, and be reviewed annually. In general, wait staff and bar tender positions are eligible for tips and concession and retail positions are not.

**A.36 UNIFORMS:**

The Concessionaire must provide uniforms for all employees and obtain City approval for uniform styles and designs. Uniforms must be maintained in good condition, with a management plan for inventory control and hygiene compliance. Uniform designs must be presented to the City for approval before implementation. The City will provide the graphic standards to be followed in this design. The City will consider the Concessionaire to be the sole contact and responsible for the services it or its agents provide. Additionally, the condition of the hygiene and appearance of employees is the Concessionaire's sole responsibility notwithstanding the Executive Director shall have the right to comment on and where necessary, cause Concessionaire to ensure that all employees meet minimum hygiene and appearance standards.

The Concessionaire shall be responsible for managing the inventory of their uniforms to ensure that they don't make their way to the general population and used for inappropriate purposes.

**A.37 POINT OF SALE AND INVENTORY SYSTEMS:**

The Concessionaire, except upon prior written approval, shall use in all permanent and portable concession stands, special function areas, retail and merchandise areas et. al. a point-of-sale system of a type provided by the Concessionaire and approved by the Executive Director. Inventory systems to determine sales and product usage must be industry standard and approved by the City.

Concessionaire shall utilize industry standard computerized sales, control, and point-of-sale locations including but not limited to fixed and mobile concession and retail/merchandise stands, vending rooms, mobile thematic carts, lounges, and the like. All products must be able to be tracked from purchase order through delivery, warehouse stocking, inventory depletion, and final sales transaction and reduction from stock inventories. The City shall have complete and open access to this system and its reports at all

Page 17 of 23

times. Concessionaire shall provide City with a preliminary sales/expense report by noon on the day following an event.

The Concessionaire will provide credit card payment solutions approved by the City at all retail outlets.

The point-of-sale system should allow for the processing of multiple forms of payment – Visa, Mastercard, American Express, and Apple Pay as they may change from time to time. The point-of-sale

system should also allow for dynamic pricing changes.

**A.38 ANNUAL INVENTORIES:**

Each year at the City’s discretion, the Concessionaire and the City shall conduct annual inventories of

all food/beverage equipment, leasehold improvements, uniforms, and small wares to determine required

replacements, repairs, and adjustments to any depreciation schedules in force pertaining to such items.

**A.39 EQUIPMENT AND SMALLWARES:**

The City will provide for the use by the Concessionaire all fixed or non-fixed equipment which is

located at the Facilities which is owned by the city for the purposes of food, beverage and retail operations. All equipment is “as-is”. Note that all the current equipment in the food and beverage locations is owned by the City.

The Concessionaire shall maintain and repair the Facilities’ Food and Beverage equipment during the

term of the Agreement. The Concessionaire will cooperate with the City’s maintenance personnel to

develop and institute of a comprehensive preventative maintenance program and shall organize and

institute maintenance contracts on all major pieces of foodservice and retail/merchandise equipment to

ensure continuous, high-quality, long-term maintenance and upkeep on this important equipment.

Other equipment such as office equipment, safe, and generally non-foodservice/retail specific equipment

etc., that is not provided by the City, is to be provided by the Concessionaire so as to ensure a full and

complete operating system.

The Concessionaire acknowledge that City’s equipment has been inspected prior to its use and agree to

accept the food, beverage and retail equipment, in the condition in which it is found by the Concessionaire, at the commencement of the Agreement. The Concessionaire shall maintain the

foodservice and retail/merchandise facilities in first-class condition and shall maintain its equipment and

smallwares in operable and presentable condition (except ordinary wear and tear) and conduct the



business generally at a high level of cleanliness and neat appearance at all times. Concessionaire shall be fully responsible for anything other than normal repair and maintenance as determined by the City in its reasonable/sole discretion. The Executive Director shall be sole judge as to the sufficiency of the cleanliness and neatness of appearance of the premises and equipment with the power to order any changes or alterations thereto that it may deem desirable. The Concessionaire shall return to the City the facilities and equipment in a neat and tidy condition and in good operating order (less normal wear and tear) at the expiration or other termination of the Agreement.

The Concessionaire shall perform a physical inventory of small wares at least on a quarterly basis.

Concessionaire shall provide the Executive Director with the written results of the physical inventory

Page **18** of **23**

within five (5) business days of the inventory and shall replace all missing or damaged smallwares

within thirty (30) calendar days of the physical inventory, such replacement being deemed a Controllable Operating Expense.

Concessionaire shall notify the Executive Director of the need and reason for replacement of the City's

equipment and Concessionaire's utensils and/or fixtures used in the handling, preparation and service of

all foods and beverages for written approval before replacing any equipment.

The Concessionaire shall, from time to time and with the prior written approval of the City, furnish

additional equipment and small wares as required for the proper operation of the foodservice program.

Upon commencement of Concessionaire's operations, the parties shall conduct a joint inventory and

condition survey of the equipment, furnishings, and fixtures included with the premises occupied and

used by the Concessionaire and make a written record thereof, with each party indicating by authorized

signature its acceptance of said written record. Any additional equipment for use in the food/beverage

service areas added by the Concessionaire must be approved in advance in writing by the Executive

Director.

The City shall provide any additional small wares adequate to provide service in the facilities for special

function areas, in dining areas as well as equipment to service all of the Facilities food/beverage service

facilities as set out herein etc. as specified and purchased by the Concessionaire with assistance and final written approval by the City. Such equipment provided by the City, shall include but may not be limited to the following:

- Adequate supply of china, including but not limited to plates, bowls, cups, saucers, water pitchers, and related items. Unless otherwise directed by the City the china may have the logo of the Facilities imprinted thereon.
- Beverage glassware.
- Adequate supply of trays (both service and cafeteria style).
- Supply of stainless steel and/or silver plated dining utensils, including but not limited to: knives, forks, spoons, and soup spoons.
- Ample supplies of back-of-the-house servicewares, including but not limited to: Kitchen utensils, equipment cleaning aids, and related items.
- Buffet and catering equipment, i.e.: chafing dishes, mobile carts, servicewares, and related items.
- Salt and pepper shakers.
- Specialty mobile foodservice equipment/carts.
- Other miscellaneous tabletop smallwares as required.
- Electronic, computerized point-of-sale inventory control system with all tie in equipment necessary to operate fully with City and the Facilities computer systems.
- Food service-related furniture including but not limited to tables, chairs, and interior furniture primarily for use in the areas serving catered events.

#### **A.40 TECHNOLOGY**

The Concessionaire shall be responsible for recommending, implementing and maintaining current technology for the best delivery of service of this Agreement in collaboration with and approval by the

Page 19 of 23

City. Examples of this technology include but is not limited to self-serve marketplaces, digital menu boards, point of sale systems, on-line retail system and application integration.

#### **A.41 CLEANING, INSPECTION AND SANITATION:**

The Concessionaire will maintain, at all times, all kitchens, food preparation and serving areas (including condiment locations – as approved by the city), retail areas and all equipment, fixtures, paraphernalia, material, utensils, and other items therein, in a clean and sanitary condition and comply with all applicable health and sanitation laws and regulations in effect where the areas are located. The

Concessionaire shall, at all times, permit and facilitate inspection of the foodservice operation by the

City and its representatives and by authorized public authorities.

The Concessionaire shall provide the City with the following:

- A description of the Concessionaire's approach to sanitation practices.
- A description of the Concessionaire's program used to train employees in proper sanitation procedures.
- The Concessionaire shall comply with all Sanitation Regulations and Job Inspection requirements.

**A.42 SANITATION REGULATIONS:**

The following shall establish the minimum sanitation guidelines to be followed by the Concessionaire:

- The Sanitation Code of the U.S. Food Service Industry as published by the National Restaurant Association.
- All State of Colorado Acts and Regulations governing foodservice operations sanitation.
- All applicable Regulations of the City and County of Denver and its Health Department (or other governing Health Department).
- All applicable Federal Government Acts and Regulations.
- Appropriate voluntary codes and guidelines established by trade associations and other groups operating within the food industry.
- Any specific guidelines established by the City and set out herein or from time to time through memoranda from the City or its Executive Director to the Concessionaire.

**A.43 OPERATIONS WAREWASHING:**

The Concessionaire will wash after each use, all non-disposable service ware, flatware, glassware, and cutlery to achieve maximum cleanliness and sanitation. The Concessionaire's washing of glassware and cutlery must produce spotless drying.

All concession business operations will utilize high-quality service ware or packaging that can be reusable, recycled or composted in compliance with the City's sustainability efforts. The City reserves the right however to require permanent small wares, dishes, silverware, glassware, and place settings to be provided in these and other operations when requested in writing to the Concessionaire.

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All catering operations shall utilize permanent small wares, dishes, silverware, glassware, and place settings in service to their guests unless specified, modified, or altered in writing to the Concessionaire by the City.

**A.44 GARBAGE:**

The Concessionaire shall transport all waste materials, including grease, from foodservice locations, including the areas within a twenty-five (25) foot radius of all fixed and mobile concession stands, to the dumpster or compactor area, as well as transporting recycling materials to recycling area in a manner

and by a route designated by the Executive Director. Such removal shall be made after each event.

Cost of repair of damage done to floors, walls, windows, or other property in said radius and other foodservice areas by reason of operation of said stand and other foodservice areas, will be the responsibility of the Concessionaire and not a cost assignable to the City. The Concessionaire must maintain a clean workspace subject to the approval of the Executive Director. The City shall provide sufficient waste receptacles at each location.

**A.45 GREASE:**

The Concessionaire must not discharge any grease into floor drains and must keep grease in containers for disposal by the Concessionaire. If the Concessionaire fails to comply with this provision, any cost, charge, or expense involved in opening, cleaning, or repairing of drains shall be paid by the Concessionaire and not as a cost of doing business (cost of sale). Concessionaire expressly agrees to comply with all codes, ordinances, regulations, and laws regarding environmental health and safety matters, including the use and disposal of chemical or caustic cleaning agents and the like.

**A.46 PEST CONTROL:**

The Concessionaire shall coordinate with the City for exterminators to control rodents and other vermin and pests as is necessary, but at least monthly. Such extermination services shall be supplied in all areas where food and/or merchandise are prepared, stored, or dispensed. Documentation of such services shall be retained and provided to the City upon request.

**A.47 FACILITY INSPECTIONS:**

Formal inspections of the foodservice facilities may be conducted a minimum of four (4) times a year (January, April, July, October) by the Executive Director, accompanied by the Concessionaire. Semi-formal inspections of the foodservice facilities are to be conducted at selected intervals by the Concessionaire and the Executive Director. A formal inspection checklist is to be prepared and completed by the Concessionaire and submitted to the City not later than three (3) working days following the inspection. A complete report of corrective measures taken or to be taken for any deficiencies noted should accompany the inspection report.

**Page 21 of 23**

Informal inspections of the foodservice facilities are to be conducted daily by the Concessionaire with immediate corrective measures taken for any deficiencies noted.

**A.48 JANITORIAL AND MAINTENANCE SERVICES:**

It shall be the Concessionaire's responsibility to maintain the foodservice and retail/merchandise

facilities at a high level of neatness and cleanliness as determined by prevailing health codes and/or the

City. Should these services be deemed unsatisfactory by the City, the City reserves the right to contract

for or to directly provide such service and duly charge the Concessionaire for same.

#### **A.49 SUSTAINABILITY PRACTICES**

The City and County of Denver and DAV have aggressive climate goals and consider sustainability in

everything that we do. As such, Concessionaire is expected to adopt a similar mindset by minimizing

environmental impacts throughout day-to-day operations and to collaborate and cooperate with all City

sustainability initiatives including reducing energy use, contributing to clean air, water and the environment and procurement of environmentally friendly supplies and products.

The Concessionaire is expected to minimize environmental impacts and support the City's sustainability

initiatives. This includes:

- Prioritizing goods in recyclable packaging and minimizing vendor packaging. (eg use reusable pallets or crates instead of plastic wrap)

- Purchasing food that is locally sourced, USDA Organic, Fair Trade, Rainforest Alliance Certified, or Marine Stewardship Council's Blue Eco-Label.

- Using cleaning products that meet EcoLab, EPA's Safer Choice, Green Seal, ISSA Cleaning Industry Management Standard, GreenScreen V1.2 Benchmark, or low VOC emissions standards.

- Diverting waste from landfills, reusing, recycling, or composting materials, and donating edible

but cosmetically imperfect food.

- Prioritizing goods in recyclable packaging and minimizing vendor packaging.

- Purchasing food that is locally sourced, USDA Organic, Fair Trade, Rainforest Alliance Certified, or Marine Stewardship Council's Blue Eco-Label.

- Using cleaning products that meet EcoLab, EPA's Safer Choice, Green Seal, ISSA Cleaning Industry Management Standard, GreenScreen V1.2 Benchmark, or low VOC emissions standards.

- Diverting waste from landfills, reusing, recycling, or composting materials, and donating edible

but cosmetically imperfect food.

Examples of current City initiatives that the Concessionaire agrees to support which may be amended

from time-to-time by the City:

- Waste No More ordinance (<https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Climate-Action-Sustainability-and-Resiliency/Cutting-Denvers-Carbon-Pollution/Zero-Waste/Waste-No-More>)

- Good Food purchasing program (<https://goodfoodpurchasing.org/>)

- The use of R.cup for reusable beverage cups (<https://rworldreuse.com/>)

Exhibit G



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/04/2024

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> Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 16th Floor Philadelphia PA 19103 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Aramark Sports and Entertainment Services, LLC Global Risk Management, 6th Floor 2400 Market Street Philadelphia PA 19103 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: ACE American Insurance Company		22667
	INSURER B: Indemnity Insurance Co of North America		43575
	INSURER C: ACE Property & Casualty Insurance Co.		20699
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER:** 570109649079      **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Vendor Liability <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		HDOG4892864A	10/01/2024	10/01/2025	EACH OCCURRENCE	\$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$5,000,000
							GENERAL AGGREGATE	Unlimited
							PRODUCTS - COMP/OP AGG	Unlimited
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H11351335	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			XEUG71174499007 SIR applies per policy terms & conditions	10/01/2024	10/01/2025	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC72611123 Workers Comp AOS	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							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)**

Products/Completed Operations and Contractual Liability policy are included under General Liability policy. General Liability policy includes Liquor Liability policy. Named Insured is Self-Insured for Auto Physical Damage. As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects of the Commercial General Liability and Business Auto. General Liability and Automobile Liability policies are Non-Cancelable.

<b>CERTIFICATE HOLDER</b>  City of Denver Red Rocks - Concessions 18300 West Alameda Parkway Morrison CO 80465 USA	<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.
	<b>AUTHORIZED REPRESENTATIVE</b>  

Holder Identifier : 680816100

Certificate No : 570109649079



Exhibit H

# City and County of Denver



**TIMOTHY M. O'BRIEN, CPA**  
AUDITOR

201 West Colfax Avenue, #705 • Denver, Colorado 80202  
(720) 913-5000 • Fax (720) 913-5253 • [denvergov.org/auditor](http://denvergov.org/auditor)

**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Luis Osorio Jimenez, Prevailing Wage Administrator  
**DATE:** November 25, 2024  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Monday, November 25, 2024**, and applies to the City and County of Denver for **Building CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20240020  
Superseded General Decision No. CO20230020  
Modification No. 9  
Publication Date: 11/27/2024  
(9 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program which has received prior approval by the DOL. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

**In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21<sup>st</sup>, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.29 to comply with the city's minimum wage.**





	determination, if it is
	higher) for all hours
	spent performing on the
	contract in 2024.

If the contract was awarded on	. Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay
all	covered workers at least
extended on or after January	\$18.29 per hour (or the
30, 2022:	applicable wage rate
listed	on this wage
determination,	if it is higher) for all
	hours spent performing on
	that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	02/23/2024
2	05/17/2024
3	05/31/2024
4	07/05/2024
5	08/02/2024
6	09/06/2024
7	09/13/2024
8	11/08/2024
9	11/22/2024

ASBE0028-002 07/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 34.98	16.47

CARP0055-002 05/01/2024

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 35.10	13.41

CARP1607-001 06/01/2024

	Rates	Fringes
MILLWRIGHT.....	\$ 42.50	17.93

ELEC0068-012 06/01/2024

	Rates	Fringes
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ELECTRICIAN (Includes Low  
Voltage Wiring).....\$ 44.95 19.08

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ELEV0025-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.20	37.89

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

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ENGI0009-017 05/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 39.80	15.20
50 tons and under.....	\$ 35.78	15.20
51 to 90 tons.....	\$ 36.09	15.20
91 to 140 tons.....	\$ 37.34	15.20

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IRON0024-009 11/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL/ORNAMENTAL...	\$ 39.21	13.15

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IRON0024-010 11/01/2024

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 55.25	3.65

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PAIN0079-006 08/01/2022

	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 25.11	10.95

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PAIN0079-007 08/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 25.81	10.95

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PAIN0419-001 06/01/2022

	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 18.29	14.33

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PAIN0930-002 07/01/2024

	Rates	Fringes
GLAZIER.....	\$ 35.51	12.65

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PLUM0003-009 06/01/2024

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 45.43	20.15

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PLUM0208-008 06/01/2024

	Rates	Fringes
PIPEFITTER (Includes HVAC		

Pipe and Unit Installation;  
 Excludes HVAC Duct  
 Installation).....\$ 44.15 22.43

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 SFCO0669-002 04/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 45.44	26.98

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 \* SHEE0009-004 07/01/2024

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 39.47	21.83

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 \* SUCO2013-006 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 18.29	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER...	\$ 20.09	7.03
LABORER: Common or General.....	\$ 18.29 **	5.22
LABORER: Mason Tender - Brick...	\$ 18.30 **	0.00
LABORER: Mason Tender -		

Cement/Concrete.....	\$ 18.30 **	0.00
LABORER: Pipelayer.....	\$ 19.26 **	3.68
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 18.85 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 18.97	0.00
WATERPROOFER.....	\$ 18.29 **	0.00

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**Administrator Supplemental Rates  
(Specific to the Denver projects)  
Revision Date: 01-01-2024**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Boilermaker		\$30.97	\$21.45
Laborer: Concrete Saw		\$18.29	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$18.29	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$18.29	\$0.00

Go to [www.denvergov.org/Auditor](http://www.denvergov.org/Auditor) to view the Prevailing Wage Clarification Document for a list of complete classifications used.

Exhibit I



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

February 10, 2025

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: Concession Agreement between the City and County of Denver and Aramark Sports and Entertainment Services, LLC for the contract period commencing February 1, 2025, and ending January 31, 2030

Ladies and Gentlemen:

We have been advised that the City and County of Denver (the "City") intends to enter into the referenced Concession Agreement (the "Agreement") with Aramark Sports and Entertainment Services, LLC (the "Service Provider"). The City has requested that we review the Agreement to determine whether the Agreement will generate private business use under Section 141 of the Internal Revenue Code of 1986 (the "Code"). Capitalized terms used in this letter but not defined in this letter have the meanings set forth in the Agreement.

The Agreement contemplates management by the Service Provider of the following services (the "Services"): food and beverage sales, retail services, concession, banquet and catering services, and consignment services, all as more fully contemplated and set forth in Section 7 of the Agreement. All Services are to be performed at the Red Rocks Amphitheatre and such other City venues as noted in the Agreement (the "Venues"). The Agreement has a term of five years, commencing February 1, 2025, and ending January 31, 2030, with no option of the Service Provider for automatic extension. The Agreement provides that all Gross Profit will be paid to the City and that the City will be responsible for all Costs of Sales. The Agreement further provides that the Service Provider will be compensated based on a percentage of Gross Sales or gross revenue and will not bear any share of net losses from the provision of the Services.

For the purpose of our review, the City has provided to us on January 30, 2025, a final draft copy of the Agreement (the "Draft Agreement"). The legal analysis contained in this letter assumes that the terms of the Agreement are negotiated through an arm's-length bargaining process and that the Draft Agreement accurately reflects the proposed arrangement between the



# KUTAKROCK

City and County of Denver  
c/o Denver City Attorney's Office  
February 10, 2025  
Page 2

City and the Service Provider. 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 Treasury Department has issued guidance, including in the form of Revenue Procedure 2017-13 (the "Revenue Procedure"), setting forth safe harbors pursuant to which a management contract will not result in private business use under Section 141 of the Code of tax-exempt financed property such as the Venues. The Agreement constitutes a management contract within the meaning of the Revenue Procedure that, based on all facts and circumstances and taking into consideration the safe harbor provisions of the Revenue Procedure, will not cause a violation of the private business use limitation imposed by Section 141 of the Code.

The scope of our engagement has not extended beyond the review of the Draft Agreement and the conclusions contained herein. 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