

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT is made and entered by and between, on the one hand, the CITY AND COUNTY OF DENVER, a municipal corporation organized and existing under and by virtue of Article XX of the Constitution of the State of Colorado, (hereinafter referred to as the "City") and PROXY PARTNERS, LLC, a Colorado limited liability company, located at 275 Mariposa Street, Denver, Colorado, 80223, (hereinafter referred to as "Proxy"), and, on the other hand, Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company (hereinafter referred to as "Sponsor").

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

Sponsor is in the beverage manufacturing, sales, and distribution business, and would like to obtain certain sponsorship opportunities in connection with the City Venues.

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

2. AGREEMENT: By and in consideration of the mutual promises set forth hereafter, the parties agree as follows:
 - 2.1 Term. The term of this Agreement shall commence as of May 1, 2012 (the "Effective Date"), and shall end at 12 o'clock midnight on April 30, 2017 (the "Term"). For purposes of this Agreement, a "Contract Year" shall mean the period commencing on May 1st and ending on April 30th throughout the Term.
 - 2.2 Grant of Sponsorship Rights and Benefits. Except as may otherwise be provided in **Exhibit A**, for each Contract Year of this Agreement, Sponsor shall be entitled to the rights and benefits set forth in **Exhibit A**. Proxy shall be responsible for ensuring that such rights and benefits conferred by City are delivered to Sponsor. Sponsorship rights or benefits not used in one Contract Year will not "carry over" or otherwise be available in an

12-0743

ensuing Contract Year.

- 2.3 Sponsorship Rights Fees. In consideration of the rights and benefits provided to Sponsor as set forth in this Agreement, as specified on Exhibit A attached hereto, Sponsor shall pay to City the yearly rights fees set forth in **Exhibit B** ("Sponsorship Fees").
- 2.4 Additional Consideration by Sponsor. As further consideration for the rights and benefits afforded to Sponsor, Sponsor shall provide to City certain in-kind compensation each year, as specifically set forth in **Exhibit C**. Proxy shall be responsible for obtaining appropriate documentation illustrating compliance by Sponsor with this provision. City may choose not to utilize such in-kind compensation/benefits at its sole discretion. Should City not utilize such in-kind benefits, it shall have no effect on any other provision of this contract. Unused in-kind benefits shall not carry over from one year to the next.
- 2.5 Equipment. Pepsi will loan each City Venue, at no charge, appropriate equipment for dispensing the Sponsor Soft Drinks, as defined in Section 2.8 herein, the Term ("Equipment"). The City agrees that the Equipment shall be exclusively used to display and merchandise the Sponsor Soft Drinks, and the City shall not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment). Sponsor will also provide, at no charge to the City, service to the Equipment. Title to such Equipment will remain vested in Sponsor or its affiliate and all such Equipment will be returned to Sponsor upon expiration or earlier termination of this Agreement. Within thirty (30) days of a request from Sponsor, the City shall provide Sponsor with a written Equipment verification list indicating the asset number, Equipment type and location of the Equipment loaned to the City pursuant to this Agreement. Failure to provide such verification list to Sponsor shall be deemed a material breach of this Agreement.

Sponsor will provide, at no charge to the City, preventative maintenance and service to the Equipment. Sponsor will also provide the City with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. Sponsor will promptly respond to each applicable City request, and will use reasonable efforts to remedy the related Equipment problem as soon as possible.

- 2.6 Uses and Protection of Trademarks/Service Marks and Other Intellectual Property. City and Sponsor each acknowledge that the other party owns certain names, trademarks, service marks, copyrights and other intellectual property associated with their respective businesses

(hereinafter collectively referred to as "Marks"), and each owns certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks.

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

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

Neither party is granted any right or license under this Agreement to sell or otherwise distribute for sale, any of the promotional advertising material or items related thereto, unless specifically set forth herein. If a party desires to sell or distribute for sale any of such materials or other merchandising or novelty items bearing the Marks of the other party, then it shall request permission to do so from the other party and, if granted, the parties shall negotiate in good faith such a separate licensing agreement covering such materials or items before they may be sold or distributed for sale.

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

order, be approved by City.

- 2.8 Exclusivity. The Agreement between City and Sponsor contained herein shall be exclusive. As used herein “exclusive” means that City and Proxy will not enter into a contract or other legally binding arrangement conferring marketing, pouring rights, or other sponsorship opportunities at Red Rocks Amphitheatre, Denver Performing Arts Center, the Historic Denver Coliseum, and the Colorado Convention Center to a company in the business of manufacturing, selling, and distributing carbonated soft drinks, ready-to-drink teas, ready-to-drink coffees, ready-to-drink juices, isotonic sports drinks, protein drinks, frozen flavored beverages, bottled still water, flavored water and enhanced water (collectively, “Sponsor Soft Drinks”). For the avoidance of doubt, Sponsor Soft Drinks shall not include natural spring water (e.g. Eldorado Springs) at Red Rocks only or energy drinks (e.g. Red Bull) at all City Venues (the “Product Exceptions”), *provided, however, that City does not source its requirements for the Product Exceptions from The Coca-Cola Company, their respective affiliates, bottlers, distributors, joint venture and/or subsidiaries, unless such Product Exceptions are mutually agreed to between the parties. With respect to natural spring water products, at all times during the Term, at each City Venue that dispenses natural spring water products, the City shall make available to Sponsor for its bottled still water product the same number of facings that are provided to such natural spring water products. Product Exceptions may not be dispensed or made available through Equipment provided by Pepsi-Cola.*

To the extent permitted by applicable law, the City agrees to require that all food and beverage providers, concessionaires, and other third parties selling soft drinks at the City Venues (each, a “Vendor”): (i) purchase directly from Sponsor, Sponsor Soft Drinks, bagged ice, cups, lids, and CO2 (each, a “Sponsor Product”, and collectively, the “Sponsor Products”); and (ii) except as specifically set forth above, to exclusively use and serve the Sponsor Soft Drinks at the City Venues.

Notwithstanding the foregoing, a Vendor shall only be required to purchase, use, and/or serve a Sponsor Product if such Sponsor Product (in the same size and container type) is available to the Vendor at equivalent prices, terms, quality, and quantity as are available to Vendor from other suppliers of similar products.

In addition, notwithstanding anything to the contrary contained herein, Sponsor acknowledges that the City cannot control certain components of the City Venues when promoters or other tenants rent or otherwise use the City Venues, and that competing brand logos and signage may be visible at these times. In addition, the City may, without violating this

Agreement, enter into booking agreements for use of the City Venues with entities who may compete with Sponsor. A copy of the City's Venue Sponsorship Policy is attached hereto as **Exhibit D**.

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

2.10 Indemnification.

Sponsor shall defend, release, indemnify and save and hold harmless the City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, release, indemnify, and save and hold harmless the City from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of and to the extent caused by Sponsor or its officers, employees, representatives, suppliers, invitees, licensees, subconsultants, subcontractors, or agents' acts, errors or omissions in performance under this Agreement; provided, however, that Sponsor need not indemnify and save harmless the City, its officers, agents, and employees from damages proximately resulting from the negligence or willful misconduct of the City's officers, agents, and employees. This indemnity clause shall also cover the City's defense costs, in the event that the City, in its sole discretion, elects to provide its own defense. Defense costs coverage must be included in the liability coverage provided for the City and County of Denver, its officers, officials and employees as additional insureds. These indemnification obligations shall survive the termination of this Agreement by expiration of the term hereof or otherwise.

2.11 Insurance.

Sponsor shall maintain Commercial General Liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury, bodily injury, death, and property damage (including loss of use). Such insurance shall have these limits and coverage:

- A. Minimum limits:
 - 1. \$1,000,000 each occurrence
 - 2. \$2,000,000 general aggregate limit
 - 3. \$1,000,000 products-completed operations aggregate limit
 - 4. \$1,000,000 personal and advertising injury
 - 5. \$50,000 fire damage legal, any one fire (\$300,000 if a City facility is leased)

- B. Coverage:
 - 1. Coverage at least as broad as that provided by ISO form CG 0001 or equivalent.
 - 2. City, its officers, officials and employees as additional insureds, per ISO form CG2026 or its equivalent.
 - 3. Coverage for defense costs of additional insureds outside the limits of insurance, per CG 0001 or equivalent.
 - 4. Contractual Liability.
 - 5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.

Sponsor agrees to secure and deliver to the Agency at or before the time of execution of this Agreement, and to keep in force at all times during the term of the Agreement, workers' compensation insurance (including occupational disease hazards) with an authorized insurance company or through an authorized self-insurance plan approved by the State of Colorado.

Sponsor will maintain All States coverage or Colorado workers' compensation and employer's liability insurance.

- A. Minimum limits:
 - 1. Workers' compensation - statutory limit
 - 2. Employer's liability:
 - a. \$100,000 per occurrence for each bodily injury claim
 - b. \$500,000 aggregate for all bodily injuries caused by disease claims
 - c. \$100,000 per occurrence for each bodily injury caused by disease claims

- B. Coverages:

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation.
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver, its officers, officials and employees.

Evidence of the above coverage shall be supplied to the City prior to the execution of this Agreement.

Insurance coverage specified herein constitutes the minimum requirements and those requirements do not lessen or limit the liability of Sponsor under this Agreement. Sponsor shall obtain, at its expense, any additional kinds and amounts of insurance that it may deem necessary. The insurance requirements above shall not be deemed to limit or define the obligations of Sponsor and it is solely responsible for payment of any deductibles.

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

2.12.1 If the other party commits a material breach of this Agreement and fails to cure said breach after receiving 30 days' notice in writing of the alleged breach from the aggrieved party (a "Default").

2.12.2 If the other party shall be unable to pay its liabilities when due, or shall make any assignment for the benefit of creditors, or shall file a petition under any federal or state bankruptcy statute, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if the trustees in bankruptcy or insolvency shall be appointed under the laws of the United States government or of the several states.

2.13 Effect of Termination. In the event this Agreement expires in accordance with its own term, or is terminated prior to expiration as set forth above, each party shall cease using the other party's Marks. As soon as practicable after Termination, each party shall use all reasonable efforts to cease distribution of materials or broadcast of television promotional spots and other similar activities that reflect the relationship of the parties or the parties' Marks. In the event this Agreement is terminated by either the City or Sponsor as a result of a Default by the other party, then the City will surrender to Sponsor all Equipment provided by Sponsor and, in the event this Agreement is terminated by Sponsor as a result of a Default by the City, then the City shall forfeit all funding not earned as of the date of

termination.

2.14 Miscellaneous General Provisions.

2.14.1 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties, as well as their respective successors in interest, whether by merger, reorganization or acquisition.

2.14.2 Assignment. Neither party shall assign or transfer its rights, nor delegate its obligations under this Agreement to any third party without the prior written approval of the other party, which may be withheld for any or no reason, with the exception that such assignment may be made without obtaining consent to (i) any affiliate of a party, or (ii) any entity (or its affiliate) acquiring all or substantially all of the assets or stock, by merger or otherwise, of a party or any affiliate of a party. For purposes of this provision, "affiliate" shall mean any entity controlling, controlled by or under common control with the referenced party.

2.14.3 Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior agreements between the said parties, whether written or oral, no representation, inducement, promises or agreements or otherwise, which are not embodied herein, shall be of any force or effect. This Agreement may not be amended or otherwise modified except by written agreement executed and authorized by all parties.

2.14.4 Severability. Any provisions of this Agreement prohibited by law, or found to be invalid by any court or agency having jurisdiction thereof, shall be ineffective to the extent of such prohibition or invalidity, without in any way invalidating or affecting the remaining provisions of this Agreement.

2.14.5 Counterparts. This Agreement may be executed in any number of counterparts, who together shall constitute one and the same instrument, but shall be effective only upon execution by each of the parties named below.

2.14.6 Notice. Any notice, request, approval or consent under this Agreement to be given by either party to the other shall be given in writing, and shall be considered served when

delivered in person, or three days after the date mailed by certified or registered mail, return receipt requested, addressed to the recipient at its address set forth below, or to such other address as the recipient may subsequently have furnished in writing to the sender.

CITY:

City and County of Denver
Director, Arts and Venues Denver
1245 Champa Street, First Floor
Denver, CO 80204

PROXY:

Proxy Partners, LLC
275 Mariposa Street
Denver, CO 80223

SPONSOR:

Bottling Group, LLC
c/o Pepsi Beverages Company
1 Pepsi Way
Somers, NY 10589-2201

And:

Bottling Group, LLC
c/o: Pepsi Beverages Company
3801 Brighton Boulevard
Denver, CO 80216

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

alternative means of compliance with its contractual obligations hereunder.

- 2.14.8 Governing Law, Venue. This Agreement shall be governed by and interpreted under the laws of the State of Colorado and the City and County of Denver. Any action regarding this Agreement shall be filed in the District Court in and for the Second Judicial District of the State of Colorado, without regard to any statute or rule of law which would suggest or require another venue.
- 2.14.9 Authority. City, Proxy and Sponsor represent and warrant that each, respectively, has full power and authority to enter into this Agreement.
- 2.14.10 Exhibits. All references to exhibits herein are to exhibits that are specifically incorporated by reference to this Agreement.
- 2.14.11 Headings. All headings and captions are for convenience only, and shall in no way affect their construction and interpretation.
- 2.14.12 Survival. The provisions of this Agreement, and the obligations of the parties which, by their own terms, contemplate actions to be performed after termination, including, but not limited to, payment of fees and other consideration, the terms of this Agreement regarding Indemnification, Effect of Termination, Governing Law, Venue, and Trademarks/Service Marks shall survive the termination.
- 2.14.13 No Express Or Implied Agency. This Agreement shall not be valid or binding in any way upon the City until fully executed by the City's authorized representatives appearing below. Proxy is acting as City's informal representative only, and shall not be considered the City's authorized agent for any purposes hereunder.
- 2.14.14 No Discrimination In Employment. In connection with the performance under this Agreement, Sponsor agrees not to refuse to hire, discharge, promote, or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual

orientation, marital status, or physical or mental disability; and Sponsor further agrees to insert the foregoing provision in all subcontracts hereunder.

- 2.14.15 No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City, Proxy, and Sponsor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and Sponsor that any person other than the City or Sponsor receiving services or benefits under this sponsorship Agreement shall be deemed to be an incidental beneficiary only.
- 2.14.16 Review Of Records. Sponsor agrees that any duly authorized representative of the City shall, until the expiration of three (3) years after a payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, and records of Sponsor involving matters directly related to this Agreement. The City's Auditor shall have the right at any time during regular business hours, with reasonable notice, to audit all of the records of Sponsor, directly related to this Agreement, and Sponsor, upon request, shall make all such matters available for such examination. The City's right to have such audit made with respect to any year, and Sponsor's obligation to retain the above records, shall expire three (3) years after Sponsor's final payment has been delivered to the City.
- 2.14.17 Electronic Signatures and Electronic Records. Sponsor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is

not an original.

Contract Control Number: THTRS-201206007-00

Contractor Name: PEPSI BOTTLING GROUP

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:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



Contract Control Number: THTRS-201206007-00

Contractor Name: PEPSI BOTTLING GROUP

By: Stephen C Long

Name: STEPHEN C LONG
(please print)

Title: Special Events Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals at Denver, Colorado as of the day first above written.

Contractor Control Number: THTRS-201206007-00

Vendor Name: Proxy Partners, LLC

By: *Mala Alvey*

Name: Mala Alvey
(please print)

Title: President + CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

Sponsorship Rights and Benefits

I. Red Rocks On-Site Exposure

- a. Red Rocks Visitor Center Umbrella Signage
 - i. Sponsor will receive the opportunity to provide exclusive-branded patio umbrellas for up to ten (10) outdoor tables located at the Ship Rock Grille.
 - ii. All costs of umbrella design, production, installation and maintenance shall be paid for by Sponsor.
- b. Marketing Kiosk and Promotional/Sampling Activation
 - i. Sponsor will receive the opportunity to have one (1) 20'x20' footprint event booth for activation and sampling for up to four (4) mutually agreed upon Red Rocks concerts each Contract Year of the term of this Agreement.
 - ii. All costs associated with activation, operations, giveaways, staffing, and signage shall be paid for by Sponsor.
 - iii. Sponsor shall obtain AVD's prior written approval of all promotional and sampling activities proposed by Sponsor to occur as part of Sponsor's operation of an event booth.

II. Red Rocks Online or Text Enter-to-Win Promotions

- a. **VIP Experience.** During each summer concert series during the term of this Agreement, Sponsor will receive the opportunity to host an online enter-to-win sweepstakes through RedRocksOnline.com. Promotion details include:
 - i. Sponsor and AVD will mutually select two (2) Red Rocks concerts that are scheduled between May 1 and October 31 for the promotion. The concerts must be selected prior to the date that tickets for the selected concerts go on sale to the public.
 - ii. Up to ten (10) customers/fans for each concert will win a VIP Experience. Customers and fans will be directed through off-premise points-of-sale (POS) signage, tear-off pieces, or similar promotional vehicles to go to a special promotional website to register to win.
 - iii. A 415 px x 50 px, rotating, banner ad on a RedRocksOnline.com secondary page will link to the special promotional website.
- b. **Best Seats in the House.** During each summer concert series during the term of this Agreement, Sponsor will receive the opportunity to host a Scan/Scratch-to-Win promotion or other similar special off-premises retail promotion. Promotion details include:
 - i. Sponsor and AVD will mutually select Red Rocks concerts that are scheduled between May 1 and October 31 for this promotion. The concerts must be selected prior to the date that tickets for such concerts go on sale to the public.
 - ii. Sponsor will receive the opportunity to provide, at its cost, an on-pack and co-branded sticker or co-branded scratch card on its products, which sticker or card will provide a text-to-win code. Up to twenty (20) customers/fans during each summer concert series of this Agreement that enter to win by texting such code will win the "Best Seats in the House" at a Red Rocks concert.

- c. Additional Requirements.** The following shall apply to, both, the VIP Experience and Best Seats in the House promotions:
- i. Sponsor shall be responsible for all costs related to the design, production, and installation of retail kits.
 - ii. Sponsor shall be responsible for all promotional costs associated with POS displays, prizes, and artwork.
 - iii. Sponsor shall be responsible for all logistics of, and the costs related to, contacting winners and distributing prizes to winners.
 - iv. All final contest details, in-market exposure, and signage artwork must be pre-approved by AVD.
 - v. AVD will facilitate ticket ordering from Red Rocks promoters and distribute tickets to Pepsi to execute the promotion.
 - vi. AVD will be responsible for any ticket costs for these promotions as provided in Section X .

III. Film on the Rocks Title Sponsorship

- a. Film on the Rocks
 - i. Sponsor will receive Presenting Sponsorship of the FOTR movie series during each FOTR season throughout the term of this Agreement. Sponsorship to be represented as lead in e.g. Pepsi Presents Film on the Rocks
 - ii. During each Film on the Rocks event, Presenting Sponsorship will include:
 1. Pepsi Presents co-branded event logo.
 2. The opportunity for Sponsor to have one (1) 20'x20' footprint event booth located at the Upper Plaza for sampling, games/giveaways, and promotional activity.
 3. The opportunity for Sponsor to give away a mutually agreed upon and co-branded premium item to each attendee upon entrance.
 4. The opportunity for Sponsor to hang one (1) Pepsi-branded 4'x10' banner from the Red Rocks stage during the event.
 5. The opportunity for Sponsor to play one (1) thirty (:30) second Pepsi-branded advertising spot prior to the movie.
 6. The opportunity for Sponsor to have mutually agreed upon integrated signage located at each of the three (3) Red Rocks entrances.
 7. The opportunity for Sponsor to have a Pepsi representative on-stage pre-show to announce promotional activity at Red Rocks and other in-market promotions.
- b. FOTR In-Market Exposure
 - i. Sponsor will be recognized as presenting sponsor in all FOTR print and online media produced and paid for by AVD or the Denver Film Society, including, but not limited to: FOTR print advertisements, FOTR acknowledgements, FOTR press releases, and FOTR pole banners, posters and post-cards.
 - ii. Sponsor will timely provide AVD with its logo guidelines and messaging.

IV. Denver Performing Art Complex (DPAC) On-Site Benefits

- a. DPAC Galleria Wall Mural
 - i. Sponsor will receive the opportunity to display throughout the term of this Agreement an approximately 20'x40' wall mural on the exterior wall of the

DPAC parking garage where the wall faces inside the Galleria. The wall mural shall be a mutually agreed upon Pepsi/DPAC co-branded mosaic/wall mural.

1. Examples include but are not limited to: "Get Inspired" or depiction of "Beauty, Laughter, Joy, Hope, Wisdom, Love"
- ii. Sponsor shall be responsible for all costs related to the design, build-out, production, installation and removal of the wall mural.

V. DPAC Online Benefits

ArtsComplex.com Homepage Page Static Leaderboard - Sponsor will receive throughout the term of this Agreement one (1) dynamic 728px x 90px leaderboard banner ad on the ArtsComplex.com Homepage. Users will be able to click the ad to link to other Pepsi in-market promotions and initiatives on the Arts Complex Homepage

VI. Denver Coliseum Signage

Sponsor will have the opportunity to have exclusive branding wrapping the Coliseum Press Box located inside the arena bowl throughout the term of the Agreement.

VII. Denver Coliseum On-Site Activation

Sponsor will receive the opportunity to have one (1) 10'x10' footprint event booth for activation and sampling for up to two (2) mutually agreed upon Denver Coliseum events each Contract Year throughout the term of this Agreement.

- i. All costs associated with activation, operations, giveaways, staffing, and signage shall be paid for by Sponsor.
- ii. Sponsor shall obtain AVD's prior written approval of all promotional and sampling activities proposed by Sponsor to occur as part of Sponsor's operation of an event booth.

VIII. POS Signage – All AVD Venues

a. Point of Sale/Menu Board Signage

- i. Sponsor will receive the opportunity to have branded point of sale and logo recognition and menu board signage at the Red Rocks Amphitheatre, the Historic Denver Coliseum, DPAC, and the Colorado Convention Center (each, an "**AVD Venue**" and collectively, the "**AVD Venues**") consistent with the following:
 1. brand identification at select points of sale on both permanent and portable concession locations,
 2. brand identification for each fountain product served,
 3. name recognition, logo and/or product description on all menu boards, and
 4. refrigerator signage and/or product placement.
- ii. Sponsor agrees to do a point-of-sale audit on or before May 1st of each Contract Year of this Agreement to determine in its reasonable judgment if branding, messaging, and equipment needs to be upgraded. Sponsor will use best efforts to promptly refresh or replace outdated or old branding, messaging, and equipment.

IX. Media

AVD will use reasonable efforts to include Pepsi as the Exclusive Soft Drink provider in all applicable media purchased or traded by the City to promote the City Venues

X. Hospitality and Event Tickets

- a. Facility Usage - Sponsor will receive the opportunity on up to three (3) mutually agreed upon dates, to rent, at a rental rate of zero dollars, a meeting space at an AVD Venue. The meeting space may be used for promotional activities or private meetings/events. During such rental use, Sponsor also will receive a special sponsor rate for food and beverage costs. All scheduling must be made in advance and will be subject to availability and final approval of AVD.
- b. Red Rocks Concert Tickets - Sponsor will receive four (4) tickets to ten (10) Red Rocks concerts during each summer concert series, for a total of forty (40) tickets during each summer concert series.
- c. Red Rocks VIP Experience Promotion - Sponsor to receive ten (10) tickets to (2) mutually agreed Red Rocks concerts to be used in conjunction with the contest outlined in section II.a of this Exhibit A.
- d. Red Rocks Best Seats in House Promotion – Sponsor to receive up to twenty (20) tickets during each Red Rocks summer concerts series of this Agreement to be used in conjunction with the promotion outlined in section II.b of this Exhibit A.
- e. Film on the Rocks Event Tickets - Sponsor will receive fifty (50) tickets to every Film on the Rocks event during each summer film series.
- f. DPAC Event Tickets - Sponsor will receive a ticket bank of ten (10) tickets to use towards public ticketed events at DPAC; provided, however, that no more than four (4) tickets may be used for a given event and, provided further, that Sponsor's receipt of tickets will be subject to availability.
- g. Denver Coliseum - Sponsor will receive a ticket bank of ten (10) tickets to use towards public ticketed events at the Denver Coliseum; provided, however, that no more than four (4) tickets may be used for a given event and, provided further, that Sponsor's receipt of tickets will be subject to availability.
- h. Additional Tickets - Sponsor will receive the opportunity to obtain tickets to events at AVD Venues in addition to the tickets specified in a. through e. above at no additional cost to Sponsor; provided, however, that no more than four (4) additional tickets for a given event may be requested. Further, Sponsor's receipt of such additional tickets shall be subject to availability and AVD approval.

XI. General Requirements

- a. All graphics, messaging, artwork, signage, print and online materials, and other promotional materials contemplated by this Agreement, shall be subject to the prior approval of AVD.
- b. Unless otherwise specified in this Agreement, the design, production, installation, maintenance, and removal costs of all graphics, messaging, artwork, signage, advertising, promotional materials and online and print materials contemplated by this Agreement shall be paid for by Sponsor.
- c. Unless otherwise specified in this Agreement, all costs related to activation and sampling, including, without limitation, Sponsorship staffing, shall be paid for by Sponsor.

XII. Consideration to the City

- a. Pepsi will provide, at its cost, in each Contract Year of this Agreement, one large local, regional, or national campaign to promote the City Venues. Promotional elements may

include but are not limited to Out of Home, online, print, radio, in-store displays, sweepstakes, in-market, on-premise promotions, off premise promotions, on-package advertising, and truck backs.

- b.** Pepsi will make best efforts to include AVD and their venues in additional local, regional and national marketing efforts when available. Examples may include but are not limited to Out of Home, online, print, radio, in-market, on-premise promotions, off premise promotions, on-package advertising, and truck backs. Pepsi will also make best efforts to bring events to AVD venues to support the sponsorship where applicable.
- c.** Pepsi will provide a report to AVD every six months beginning on October 31, 2012, showing where AVD and its venues have been included in marketing efforts.

EXHIBIT B

Consideration to City

Sponsorship Yearly Rights Fees (subject to the payment terms below):

May 1, 2012 – April 30, 2013	\$250,000 (the "2012 Sponsorship Fee")
May 1, 2013 – April 30, 2014	\$250,000 (the "2013 Sponsorship Fee")
May 1, 2014 – April 30, 2015	\$250,000 (the "2014 Sponsorship Fee")
May 1, 2015 – April 30, 2016	\$255,000 (the "2015 Sponsorship Fee")
May 1, 2016 – April 30, 2017	\$267,750 (the "2016 Sponsorship Fee")

Payment Terms/Deadlines

The 2012 Sponsorship Fee payment shall be made in four increments of \$62,500.00, to be paid on or before each of the following dates: within 30 days of execution of this Agreement by both parties, September 1, 2012, December 1, 2012, March 1, 2013, and May 1, 2013.

The 2013 Sponsorship Fee payment shall be made in four increments of \$62,500.00, to be paid on or before each of the following dates: June 1, 2013, August 1, 2013, November 1, 2013, and February 1, 2014.

The 2014 Sponsorship Fee payment shall be made in four increments of \$62,500.00, to be paid on or before each of the following dates: May 1, 2014, August 1, 2014, November 1, 2014, and February 1, 2015.

The 2015 Sponsorship Fee payment shall be made in four increments of \$63,750.00, to be paid on or before each of the following dates: May 1, 2015, August 1, 2015, November 1, 2015, and February 1, 2016.

The 2016 Sponsorship Fee payment shall be made in four increments of \$66,937.50, to be paid on or before each of the following dates: May 1, 2016, August 1, 2016, November 1, 2016, and February 1, 2017.

Any payments not made to the City pursuant to the above terms, when due, shall accrue interest at the rate of eighteen percent (18%) per annum, commencing on the 5th calendar day after the date such amount is due and owing until paid to the City.

EXHIBIT C

Other Consideration to City

Each Contract Year throughout the Term, Sponsor shall provide City with annual Product donations of up to 400 cases of mutually agreed to Sponsor Soft Drinks, for use across the City Venues upon request of the City; *provided, however*, that the City will administer all requests through a central contact so that the City may prioritize the requests. City acknowledges and agrees that donated Sponsor Soft Drinks requests not used/made in any Contract Year shall not be carried over to the subsequent Contract Year.

EXHIBIT D

ARTS & VENUES DENVER VENUE SPONSORSHIP POLICY

Updated February 1, 2012

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

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

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

SPONSORSHIP CATEGORIES

- Airline
- Beer/Malt Beverages
- Beverages, Soft Drinks, Juices, & Sport Drinks
- Natural Spring Water and Bottled Water
- Energy Drink
- Energy Provider
- Health Care Provider
- Spirits/Liquor
- Spirits/Wine

CURRENT SPONSORS

Southwest Airlines
MillerCoors
Pepsi Bottling Group
Eldorado and Aquafina
Vuka
Xcel Energy
HealthONE
Beam Global Brands
Treasury Wine Estates

- 3) If event organizers wish to secure an event sponsor that falls within one of AVD’s protected categories listed above, the event organizer will provide first right of refusal to AVD’s venue partner for such a sponsorship. If the venue partner does not wish to participate, the event organizer must work within the approved footprint

provided by AVD. At no time will conflicting, contracted venue signage or promotions be covered up or removed for public events.

- 4) To maintain the integrity of AVD's corporate sponsorship program, the sampling of products that compete with AVD sponsor products will not be allowed at the Venues, unless approved by the AVD Marketing & Communications Department. Concessions may be possible for private functions, not open to the public, and will be evaluated by the AVD on a case-by-case basis. Event sponsors who wish to sample products may do so only within the footprint of the event and during event times. Event sponsors may only distribute sample-sized items. Sample sizes for liquid beverages must be three (3) ounces or smaller and poured into a serving cup. Sample sizes for non-beverage items must be one (1) ounce or smaller.
- 5) Sponsorship displays and sales locations that are agreed to without approval from AVD may be removed after either written or oral notice (to be confirmed in writing) to the event organizer.
- 6) Under no circumstances will existing or permanent venue sponsor signage be covered or removed.
- 7) Event sponsor third party associations or pass throughs are not permitted.

AVD Marketing Department Contacts

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

Or

Amy Lindsey
Assistant Director of Marketing & Communications
Amy.lindsey@denvergov.org
720-865-4226