

**SPONSORSHIP AGREEMENT**  
(Non-Alcoholic Beverage Sponsor)

**THIS SPONSORSHIP AGREEMENT** (this “**Agreement**”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized and existing under and by virtue of Article XX of the Constitution of the State of Colorado (the “**City**”) and **SWIRE PACIFIC HOLDINGS INC.**, a Delaware corporation, located at 12634 South 265 West, Draper, Utah 84020 (“**Sponsor**”).

1. **RECITALS:** The City through Denver Arts and Venues (“**A&V**”) owns and operates certain public entertainment venues (collectively, the “**City Venues**”), specifically the Quigg Newton Denver Municipal Auditorium “Ellie Caulkins Opera House,” the Buell Theatre, Boettcher Concert Hall (sometimes referred to collectively as the “Denver Performing Arts Complex”), Red Rocks Amphitheatre & Visitor Center, the McNichols Civic Center Building, the Denver Coliseum, and the Colorado Convention Center. For purposes of this Agreement, Loretto Heights Theatre shall be considered a City Venue when the venue is open for operations, which may or may not occur during the Term of this Agreement. The City also produces and promotes certain programs and events.

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

Sponsor is in the non-alcoholic beverage manufacturing, sales, and distribution business, and would like to obtain certain sponsorship opportunities in connection with the City Venues and those City programs and events specific in Exhibit A (collectively, the “**Other City Assets**”).

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

2. **AGREEMENT:** By and in consideration of the mutual promises set forth hereafter, the parties agree as follows:
  - 2.1. **Term.** The term of this Agreement shall commence as of July 1, 2023 (the “**Effective Date**”) and shall end at 12 o’clock midnight December 31, 2027 (the “**Term**”). For purposes of this Agreement, a “Contract Year” shall mean each period ending on December 31. The Term may not be increased without approval of the City’s Bond Counsel.

- 2.2. Grant of Sponsorship Rights and Benefits. For each Contract Year of this Agreement, Sponsor shall be entitled to the rights and benefits set forth in **Exhibit A**. Sponsorship rights or benefits not used in one Contract Year will not “carry over” or otherwise be available in an ensuing Contract Year.
- 2.3. Sponsorship Rights Fees. In consideration of the rights and benefits provided to Sponsor as set forth in this Agreement, Sponsor shall pay to the City the fees set forth in **Exhibit B** in accordance with the schedule set forth in **Exhibit B**. The rights fees may not be amended without approval of Bond Counsel.
- 2.4. Additional Consideration by Sponsor. As further consideration for the rights and benefits afforded to Sponsor, Sponsor shall provide to the City the additional consideration specifically set forth in **Exhibit B**. The City may choose not to utilize such in-kind compensation and benefits at its sole discretion. Should the City not utilize such in-kind benefits, it shall have no effect on any other provision of this Agreement. The additional consideration may not be amended without approval of Bond Counsel. Additional consideration not used in one Contract Year will not “carry over” or otherwise be available in an ensuing Contract Year.
- 2.5. Pricing. City and its concessionaries and vendors shall purchase all their needs for non-alcohol beverages from Sponsor at the initial pricing set forth on **Exhibit B** which will be increased on January 1 of each year. If Sponsor is subject to extraordinary increases in cost of fuel, materials, and other products necessary for manufacture and distribution of its beverage products, Sponsor may increase any pricing terms at any time to reflect the increase in costs upon providing City with the basis for the increase. Customer warrants that the Products purchased are solely for resale.
- 2.6. Requirements of the Financings. The parties agree that due to the Financings of the City Venues that this Sponsorship Agreement must be and has been approved by Bond Counsel, Kutak Rock LLP, 1801 California Street, Suite 3000, Denver, CO 80202. It is understood that the use City Venues is restricted by the Bond Ordinances, and by all applicable rules, regulations, statutes or ordinances promulgated by any federal, state or municipal agency having jurisdiction over the City Venues. The parties agree that, the Bond Ordinances permit the terms of the Sponsorship Agreement as written and that Sponsor shall comply with all IRS regulations and take no action that would jeopardize the tax-exempt status of the Bonds. This Sponsorship Agreement has been approved by Bond Counsel, attached hereto as **Exhibit C**. The Sponsor agrees that in its activities and occupancy hereunder it will comply with all of the terms and conditions of the Financings as those requirements are stated in this Agreement and that it will take no action, nor omit to act in any manner, which would cause the City to breach or be in default under the Financings.

- 2.7. Equipment. Sponsor will loan each City Venue for the duration of the Term, at no charge to the City, appropriate equipment for dispensing the Sponsor's beverages (the "**Equipment**"). Sponsor shall also provide, at no charge to the City, service and preventative maintenance to the Equipment. Sponsor shall provide the City with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after regular business hours.

Sponsor shall promptly respond to all City requests for service and maintenance and shall use all reasonable efforts to remedy Equipment problems as soon as possible. Title to the Equipment shall remain vested in Sponsor or its affiliate and all such Equipment will be returned to Sponsor upon expiration or earlier termination of this Agreement.

- 2.8. Uses and Protection of Trademarks/Service Marks and Other Intellectual Property. The City and Sponsor each acknowledge that the other party owns or is licensed to use certain names, trademarks, service marks, copyrights and other intellectual property associated with their respective businesses which marks will be specifically identified on **Exhibit D** (hereinafter collectively referred to as "**Marks**"), and each owns certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks.

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

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

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

- 2.9. Approval of Promotional Concepts. Each party reserves the right to approve all promotional concepts, which the other party wishes to use in connection with its identification with the first party. Under no circumstances will promotions which reflect unfavorably upon the City, or which are prohibited or restricted by law, rule, regulation, or executive order, be approved by the City.
- 2.10. Exclusivity. This Agreement between the City and Sponsor contained herein shall be exclusive. As used herein “exclusive” means that the City will not enter into a contract or other legally binding arrangement conferring sponsorship rights for pouring rights or marketing or other sponsorship opportunities for non-alcoholic beverages at City Venues or with respect to the Other City Assets, as shown on **Exhibit A**.

In addition, the City will take customary reasonable measures to ensure that competitive beverage products are not sold, sampled, or otherwise distributed, except pursuant to the exceptions in the following sentences. Sponsor acknowledges that the City cannot control certain components of the City Venues when promoters or other tenants rent or otherwise use the City Venues; competing brand logos, signage, and the like may be visible or competing products otherwise promoted at these times and will not constitute a breach of this Agreement. In addition, the City may, without breaching this Agreement, enter into booking agreements for the use of the City Venues with entities who may compete or have sponsors that compete with Sponsor. Notwithstanding the foregoing, to the extent City has knowledge that competing brand logos and signage will be displayed, City shall provide Sponsor with written notice of the same. Upon such notice, Sponsor may, at its option, immediately terminate this Agreement or may continue to display its own display materials as set forth in Paragraph 2.7 and continue to sell Sponsor’s products. The City will not cover the Sponsor’s display materials except in the event of a termination.

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

- 2.11. Independent Status. It is agreed and understood between the parties that nothing contained herein shall constitute or imply an agreement or understanding of joint venture, agency, partnership or employment between

the parties, and neither party shall have the authority to incur any financial or contractual obligations on behalf of the other party. Sponsor shall have no power of direction and control over the City or the City's employees, agents, subcontractors, or volunteers, or the manner or method utilized by the City in the performance of its functions. The City shall determine and have sole discretion over the manner and methods utilized to achieve the results desired by Sponsor and shall be solely responsible for the direction, control and supervision of Sponsor's acts and those of Sponsor's agents, employees, volunteers, and subcontractors relating to the performance of this Agreement.

2.12. Indemnification. Sponsor shall (i) defend, release, indemnify and save and hold harmless the City and (ii) with respect to the serving, selling, and/or sampling by Sponsor of Sponsor products, release, indemnify and save and hold harmless ARAMARK Sports and Entertainment Services, LLC, a Delaware limited liability company ("**Aramark**"), as concessionaire of the Red Rocks Amphitheatre (including the Visitor Center and Trading Post) and the Denver Coliseum: (x) against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City or Aramark ("**Damages**"), and (y) from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, including workers' compensation claims, of or by anyone whomsoever ("**Claims**"). Sponsor's foregoing obligations shall apply to Damages and Claims in any way resulting from or arising out of and to the extent caused by acts, errors, or omissions of Sponsor or its officers, employees, representatives, suppliers, invitees, licensees, subconsultants, subcontractors, or agents in the performance under this Agreement; provided, however, that Sponsor need not indemnify and save and hold harmless the City, Aramark, their officers, agents, and employees from damages proximately resulting from the sole negligence of the City's or Aramark'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 assume and 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.

2.13. Insurance.

2.13.1. General Conditions: Sponsor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Sponsor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-

VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Sponsor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Sponsor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Sponsor. The Sponsor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- 2.13.2. Proof of Insurance: Sponsor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Sponsor certifies that the certificate of insurance attached as **Exhibit F**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Sponsor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- 2.13.3. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Sponsor and any subcontractor/consultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- 2.13.4. Waiver of Subrogation: For all coverages required under this Agreement, Sponsor's insurer shall waive subrogation rights against the City.

- 2.13.5. Subcontractors and Subconsultants: Sponsor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by Sponsor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 2.13.6. Workers' Compensation/Employer's Liability Insurance: Sponsor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- 2.13.7. Commercial General Liability: Sponsor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
- 2.13.8. Automobile Liability: Sponsor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- 2.14. Termination. The City and Sponsor may terminate this Agreement as follows:
  - 2.14.1. If the other party (i.e., the City or Sponsor) commits a material breach of this Agreement and fails to cure said breach after receiving 30 days' notice in writing of the alleged breach from the aggrieved party.
  - 2.14.2. If the other party (i.e., the City or Sponsor) is unable to pay its liabilities when due, or makes an assignment for the benefit of creditors, or files a petition under any federal or state bankruptcy statute, or files a voluntary petition in bankruptcy, or is adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if a trustee in bankruptcy or insolvency is appointed under the laws of the United States government or of the several states.
- 2.15. Effect of Termination. In the event this Agreement expires in accordance with its own Term, or is terminated prior to expiration as set forth above, the City and Sponsor shall cease using the other party's Marks. As soon as practicable after termination, the parties shall use all reasonable efforts to cease distribution of materials or broadcast of television promotional spots

and other similar activities that reflect the relationship of the parties or the parties' Marks.

2.16. Miscellaneous General Provisions.

- 2.16.1. 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.
- 2.16.2. 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.
- 2.16.3. 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.
- 2.16.4. 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.
- 2.16.5. 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.
- 2.16.6. Notice. Any notice, request, approval or consent under this Agreement to be given by either party to the other shall be given in writing, and shall be considered served when delivered in person, or three (3) days after the date mailed by certified or registered mail, return receipt requested, addressed to the recipient at its address set forth below, or to such other address as the recipient may subsequently have furnished in writing to the sender.

CITY:



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

With a copy to:

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

SPONSOR:

Swire Pacific Holdings Inc.  
12634 S. 265 W.  
Draper, UT 84020

With a copy to  
Legal Department  
(same address)

And

Swire Coca-Cola, USA  
9900 E. 40<sup>th</sup> Avenue  
Denver, CO 80238

- 2.16.7. 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.
- 2.16.8. 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.

- 2.16.9. Authority. Each party represents and warrants that each, respectively, has full power and authority to enter into this Agreement.
- 2.16.10. Exhibits. All references to exhibits herein are to exhibits that are specifically incorporated by reference to this Agreement.
- 2.16.11. Headings. All headings and captions are for convenience only and shall in no way affect their construction and interpretation.
- 2.16.12. Survival. The provisions of this Agreement, and the obligations of the parties which, by their own terms, contemplate actions to be performed after termination, including, but not limited to, payment of fees and other consideration, and the terms of this Agreement regarding indemnification, effect of termination, governing law, venue, and Marks, shall survive the termination of this Agreement.
- 2.16.13. 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.
- 2.16.14. No Discrimination In Employment. In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 2.16.15. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Sponsor, and nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. It is the express intention of the City and Sponsor that any person other than the City or Sponsor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 2.16.16. Review Of Records. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Sponsor's performance pursuant to this

Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Sponsor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Sponsor to make disclosures in violation of state or federal privacy laws. Sponsor shall at all times comply with D.R.M.C. 20-276.

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

Exhibit List

- Exhibit A – Scope of Sponsorship Benefits.
- Exhibit B – Pricing, Fee Schedule, and Additional Consideration.
- Exhibit C – Bond Counsel Approval.
- Exhibit D – Marks.
- Exhibit E – Sponsorship Policy.
- Exhibit F – Certificate of Insurance.

[Remainder of page intentionally left blank.]

**Contract Control Number:** THTRS-202368455-00  
**Contractor Name:** SWIRE PACIFIC HOLDINGS INC

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

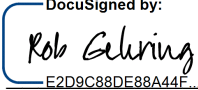
\_\_\_\_\_

By:

\_\_\_\_\_

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

THTRS-202368455-00  
SWIRE PACIFIC HOLDINGS INC

By:  \_\_\_\_\_  
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Name: Rob Gehring  
(please print)

Title: President and CEO  
(please print)

ATTEST: [if required]

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

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

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

**Scope of Sponsorship Benefits  
Exhibit A**

**ALL VENUES**

**Point of Sale/Menu Board Signage:**

- Sponsor will receive brand exposure, where sponsor product is sold, on both permanent and portable concession locations. Exposure may include name recognition, logo or product description, and product display. Point of sale signage will be made available at all Denver Arts & Venues venues to include Red Rocks Amphitheatre, the Arts Complex (Ellie Caulkins Opera House, Buell Theatre and Boettcher Concert Hall), Denver Coliseum, Bellco Theatre, Loretto Heights Theatre, and the Colorado Convention Center.
  - Signage and messaging must be approved by Denver Arts & Venues.
  - Sponsor responsible for all design, production.

**Rights to Marks:**

- Rights to use of Red Rocks Amphitheatre, the Arts Complex (Ellie Caulkins Opera House, Buell Theatre and Boettcher Concert Hall), Denver Coliseum, Bellco Theatre, Loretto Heights Theatre, and the Colorado Convention, Yoga on the Rocks, and Five Points Jazz Festival name and marks for marketing collateral, media and online promotions upon written approval of City for each use.

**Exclusivity:**

- Exclusive Partner Designation in the soft drinks, ready-to-drink juice, ready-to-drink coffee, isotonic sports drinks, shelf stable milk, and protein drinks for Red Rocks Amphitheatre, the Arts Complex (Ellie Caulkins Opera House, Buell Theatre and Boettcher Concert Hall), Denver Coliseum, Bellco Theatre, Loretto Heights Theatre, and the Colorado Convention Center.
- Non-Exclusive Partner Designation in the still water category for the Arts Complex (Ellie Caulkins Opera House, Buell Theatre and Boettcher Concert Hall).

**Cancelled Benefits/Events:**

Should any of the Events or other promotion benefits in the Agreement be cancelled, City and Sponsor will mutually agree on a substitute replacement of like kind and value.

**RED ROCKS ASSETS**

**On-site:**

- One (1) 10'x10' activation footprint at ten (10) concerts, mutually agreed upon in writing, during each Contract Year.
- One (1) 10'x10' activation footprint at up to ten (10) Yoga on the Rocks events during each Contract Year.
- One (1) 10'x10' activation footprint at up to two (2) SnowShape events during each Contract Year.
- Opportunity to add branding on all front of house Aramark employee shirts.

**Signage:**

- One (1) co-branded, Red Rocks themed or centric slide in the Red Rocks intermission slide show at all public, ticketed events at Red Rocks Amphitheatre.
- One (1) co-branded, Red Rocks themed or centric slide in the Yoga on the Rocks intermission slide show at all Yoga on the Rocks events at Red Rocks Amphitheatre.
- One (1) co-branded, Red Rocks themed or centric slide in the SnowShape intermission slide show at all SnowShape events at Red Rocks Amphitheatre.
- One (1) rotating advertisement on the Red Rocks LED screens located within the Visitors Center. Creative to be mutually agreed upon.
- One (1) video feature in the Red Rocks Theatre Room located within the Visitors Center. Creative to be mutually agreed upon and will be Red Rocks themed.

**Social Media:**

- One (1) Red Rocks themed or centric social media post to promote on-site activities and encourage attendee engagement. Messaging will be developed by DAV and is subject to approval by Sponsor.

**Digital:**

- One (1) rotating banner ad on the Red Rocks Amphitheatre home page throughout the term of this agreement. Sponsor is responsible for all design and production. All artwork must be pre-approved by DAV.
- One (1) rotating banner ad on Red Rocks Amphitheatre interior page(s) throughout the term of this agreement. Sponsor is responsible for all design and production. All artwork must be pre-approved by DAV.
- One (1) logo placement on the Yoga on the Rocks webpage on the Red Rocks website.
- One (1) logo placement on the SnowShape webpage on the Red Rocks website.
- One (1) Digital Fan Network campaign annually.

**In-Market Promotion:**

- Sponsor will have the opportunity to host one (1) in-market promotion (each Contract Year, promoted through Sponsor channels or sponsor provided media). Sponsor will collaborate with Denver Arts & Venues on specific promotion details.
- Sponsor will develop the Recycling Loyalty campaign annually. Sponsor will be responsible for all prize delivery and hosting the contest. Sponsor will be responsible for all design and production of Recycling Loyalty promotional material and POS.
- Sponsor will have the opportunity to create a content series (each Contract Year, promoted through Sponsor channels or sponsor provided media). Sponsor will collaborate with Denver Arts & Venues on specific content details.

**Hospitality:**

- Four (4) tickets to all publicly ticketed shows at Red Rocks Amphitheatre.
- Four (4) tickets to all Yoga on the Rocks events at Red Rocks Amphitheatre.
- Four (4) tickets to all SnowShape events at Red Rocks Amphitheatre.

## ARTS COMPLEX ASSETS

### **Signage (Subject to City's prior written approval):**

- A set of three (3) elevators doors in the Arts Complex Galleria for the entire contract term.
  - Sponsor will wrap the outside of three (3) elevator doors in the Arts Complex Galleria. Creative will be Arts Complex themed or centric and is subject to approval by Denver Arts & Venues.

### **Hospitality:**

- Sponsor will receive a bank of ten (10) tickets to use at mutually agreed upon Arts Complex events of choice each Contract Year. Tickets may be requested in sets of two (2) or four (4) ticket increments. Sponsor can use the tickets for in-market promotions or employee incentives.

### **On-Site:**

- Sponsor will be the Presenting Partner of Sunset Cinema. All signage and brand placement will be mutually agreed upon.

### **Digital:**

- One (1) rotating banner ad on the Arts Complex home page throughout the term of this agreement. Sponsor is responsible for all design and production. All artwork must be pre-approved by DAV.

## DENVER COLISEUM ASSETS

### **Signage:**

- Two (2) sponsor-branded concourse pillar wraps throughout the term of the agreement. Sponsor is responsible for all design, production, installation and maintenance. All artwork must be pre-approved by DAV.

### **Digital:**

- One (1) rotating banner ad on the Denver Coliseum home page throughout the term of this agreement. Sponsor is responsible for all design and production. All artwork must be pre-approved by DAV.

### **Hospitality:**

- Sponsor will receive four (4) tickets to each publicly ticketed event at Denver Coliseum. Sponsor can use the tickets for in-market promotions or employee incentives.

## FIVE POINTS JAZZ FESTIVAL ASSETS



**On-Site:**

- Sponsor will be an Official Partner of the Five Points Jazz Festival. Product mix and all branding will be subject to approval by Denver Arts & Venues.

**COLORADO CONVENTION CENTER ASSETS**

**Signage:**

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

## Exhibit B

### Annual Sponsorship Fee

Coca-Cola will pay an Annual Sponsorship Fee for Denver Arts and Venues as outlined in the following table. The first Term Year payment will be paid within 30 days after the beginning of that Term year.

#### Year 1

July 1, 2023 – December 31, 2023

Sponsorship Fee - \$171,000

Payment 1: \$86,000 Due upon execution of agreement

Payment 2: \$85,000 Due October 15, 2023

#### Year 2

January 1, 2024 – December 31, 2024

Sponsorship Fee - \$342,000

Payment 1: \$171,000 Due March 1, 2024

Payment 2: \$171,000 Due August 1, 2024

#### Year 3

January 1, 2025 – December 31, 2025

Sponsorship Fee - \$342,000

Payment 1: \$171,000 Due March 1, 2025

Payment 2: \$171,000 Due August 1, 2025

#### Year 4

January 1, 2026 – December 31, 2026

Sponsorship Fee - \$347,000

Payment 1: \$173,500 Due March 1, 2026

Payment 2: \$173,500 Due August 1, 2026

#### Year 5

January 1, 2027 – December 31, 2027

Sponsorship Fee - \$362,000

Payment 1: \$181,000 Due March 1, 2027

Payment 2: \$181,000 Due August 1, 2027

#### Additional Consideration

- Sponsor to provide \$12,500 of in-kind product to DAV annually.
- Sponsor to provide co-branded umbrellas for Ship Rock Grille patio annually.

#### **Product Pricing:**

Initial pricing is set forth on the attached pages. All pricing is subject to yearly increases. Additionally, in the event Coca-Cola is subject to extraordinary increases in cost of fuel, materials, and other products necessary for the manufacture and distribution of the Products, Coca-Cola may increase any pricing terms to reflect the increase in costs.

The pricing will apply throughout the Term to all Beverage purchases by the City and its concessionaires, unless otherwise modified by written amendment signed by both parties, notwithstanding any national plan or agreement in which a concessionaire might participate in other locations.

### **Fountain Products Pricing: National List Pricing**

For dispensed sparkling and still brands, i.e., bag-in-the-box Coca-Cola Foodservice & On-Premise Base Chain Price will be offered. Coca-Cola Foodservice & On-Premise Base Chain Price Pricing subject to change January 1st each year of the Term.

### **Bottle & Can Pricing**

Pricing Effective 1/1/23 – 12/31/23.

Coca-Cola Pricing subject to change January 1st each year of the Term.

Category	Package	2023 Price
Sparkling		
	SSD CANS 12Z 24PK 1CT	\$ 17.60
	SSD CANS 12Z 6PK 4CT	\$ 17.60
	SSD CANS 16Z 24CT	\$ 29.15
	SSD CANS 7.5Z 6PK 4CT	\$ 15.80
	SSD NR .5L 24PK 1CT	\$ 24.30
	SSD NR .5L 6PK 4CT	\$ 24.30
	SSD NR 12Z 8PK 3CT	\$ 23.50
	SSD NR 1L 12CT	\$ 22.45
	SSD NR 20Z 24CT	\$ 30.03
	SSD NR CORE 2L 8CT	\$ 21.00
	SSD NR FLAV 2L 8CT	\$ 21.00
	SSD NR GLASS 12Z 24CT	\$ 30.15
	SSD NR GLASS 12Z 4PK 6CT	\$ 30.15
	SSD NR GLASS 355ML 12CT	\$ 15.75
	SSD NR GLASS 355ML 24CT	\$ 31.55
	SSD NR GLASS 355ML 4PK 6CT	\$ 31.55
	SSD NR GLASS 500ML 24CT	\$ 34.00
	SSD NR GLASS 8Z 4CT	\$ 31.70
	SSD CANS CORE 12Z 12PK 2CT	\$ 17.10
	SSD CANS FLAV 12Z 12PK 2CT	\$ 17.10
Water		
	WTR BA 1L 12CT	\$ 21.00
	WTR BA 20Z 6PK 4CT	\$ 32.00
	WTR BA 700ML 24CT	\$ 33.50
	WTR DASANI .5L 24PK 1CT	\$ 14.90
	WTR DASANI 1.5L 12CT	\$ 25.75

WTR DASANI 12Z 24CT	\$ 17.55
WTR DASANI 12Z 8PK 3CT	\$ 17.10
WTR DASANI 16Z 24CT	\$ 28.08
WTR DASANI 1L 12CT	\$ 21.10
WTR DASANI 20Z 24CT	\$ 19.57
WTR SW 1.5L 12CT	\$ 27.30
WTR SW 1L 12CT	\$ 24.40
WTR SW 1L 6PK 2CT	\$ 24.60
WTR SW 20Z 24CT	\$ 32.20
WTR SW 700ML 12CT	\$ 19.05
WTR SW 700ML 24CT	\$ 38.10
WTR SW 18Z ALUM 12CT	\$ 21.40
WTR SW 700ML PLUS 12CT	\$ 18.45
Isotonic	
PWD PA 12Z 12PK 2CT	\$ 19.90
PWD PA 12Z 6PK 4CT	\$ 19.90
PWD PA 20Z 24CT	\$ 27.35
PWD PA 20Z 8PK 3CT	\$ 27.35
PWD PA 28Z 15CT	\$ 22.50
PWD PA ULT 20Z 12CT	\$ 16.30
SPT BA 12Z 8PK 3CT	\$ 27.00
SPT BA 16Z 12CT	\$ 19.50
SPT BA 28Z 12CT	\$ 26.50
SPT BA EDGE 20.2Z 12CT	\$ 26.50
Rejuvenate	
CFE COKE 12Z 12CT	\$ 18.50
CFE DUNKIN COFFEE 13.7Z 12CT	\$ 27.65
EWTR PA PWR 16.9Z 6PK 2CT	\$ 16.45
EWTR PA PWR 20Z 12CT	\$ 16.30
EWTR VW .5L 6PK 4CT	\$ 35.20
EWTR VW 20Z 12CT	\$ 19.75
EWTR VW 32Z 15CT	\$ 31.85
JCE MM 10Z 24CT	\$ 21.30
JCE MM 12Z/450ML 24CT	\$ 38.45
JCE MM AGUAS FRESCAS 16Z 24CT	\$ 31.05
JCE TY 10Z 12CT	\$ 11.55
MIX 10Z 6PK 4CT	\$ 25.15
MIX 1L 12CT	\$ 25.70
MIX CANS 12Z 6PK 4CT	\$ 17.30
MLK COREPWR 11.5/14Z 12CT	\$ 33.85
MLK COREPWR ELITE 14Z 12CT	\$ 37.95
MLK MNSTR MUSCLE 15Z 12CT	\$ 27.50
MLK FAIRLIFE 14Z 12CT	\$ 19.00



**Kutak Rock LLP**  
1801 California Street, Suite 3000, Denver, CO 80202-2652  
office 303.297.2400

June 13, 2023

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

Re: Private Business Use Review and Analysis: Sponsorship Agreement between the City and County of Denver and Swire Pacific Holdings Inc.

Ladies and Gentlemen:

We have been advised that the City and County of Denver (the "City") intends to enter into a Sponsorship Agreement (the "Agreement") with Swire Pacific Holdings Inc. (the "Sponsor"). The Agreement contemplates sponsorship uses (the "Uses") by the Sponsor of the following City facilities (the "Facilities"): Red Rocks Amphitheatre; Denver Coliseum; Denver Performing Arts Complex; and Colorado Convention Center. The Uses include but are not limited to the following: point of sale and menu board signage; rights to marks; exclusive and non-exclusive partner designation; digital advertising signage; in-market promotions; and hospitality benefits. As consideration for the Uses, the Sponsor is to make fixed payments to the City. The City has indicated that certain or all of the Facilities have been financed or refinanced in whole or in part with tax-exempt bond or lease obligations ("Obligations"). The City has requested that we review the Agreement to determine whether private business use generated by the Agreement will exceed the private business use limitations applicable to the Obligations imposed by Section 141 of the Internal Revenue Code of 1986 (the "Code").

For the purpose of our review, the City has provided to us (1) on June 13, 2023, a draft copy of the Agreement (the "Draft Agreement") and (2) on February 28, 2023, a schedule of insured values of City properties including the Facilities (the "Schedule of Insured Values").

The legal analysis contained in this letter assumes that the terms of the Agreement are negotiated through an arm's-length bargaining process and that the documents referenced in the preceding paragraph accurately reflect, as applicable, the Facilities, the Uses and the insured values of the Facilities. We have not conducted any independent diligence and have not taken any steps to verify (i) the accuracy of the documents referenced in the preceding paragraph, (ii) that there are no other private business uses of the Facilities and (iii) the validity and enforceability of the Agreement. We have reviewed the Draft Agreement and assume for the

# KUTAKROCK

City and County of Denver  
c/o Denver City Attorney's Office  
June 13, 2023  
Page 2

purpose of this letter that the execution version of the Agreement will not differ from the Draft Agreement.

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

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

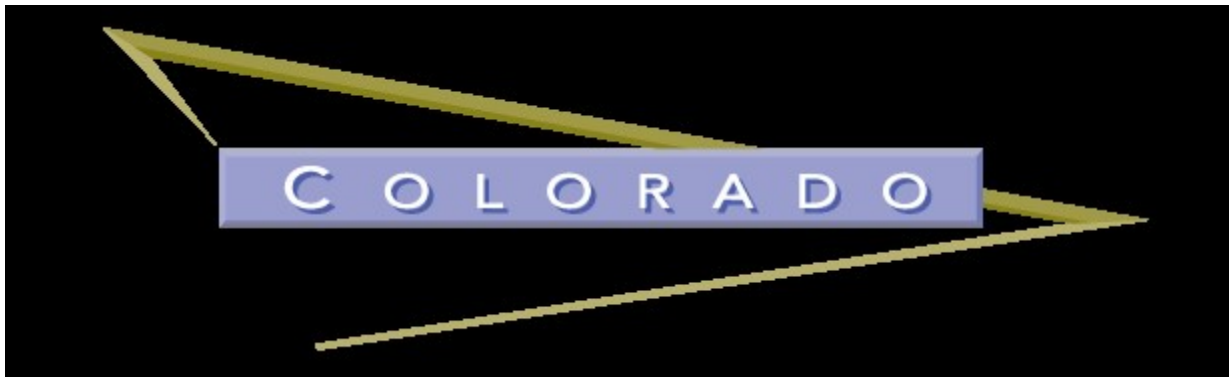
Very truly yours,

  
Kutak Rock LLP

MME

Exhibit D

Marks



**EST | DENVER | 1951**  
**COLISEUM**



**SWIRE COCA-COLA, USA**





*Coca-Cola*®

**Exhibit E**  
**ARTS & VENUES DENVER**  
**VENUE SPONSORSHIP POLICY**

Updated September 22, 2023

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

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

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

**SPONSORSHIP CATEGORIES**

- Beer/Malt Beverages
- Hard Seltzer
- Non-Alcoholic Beverages
- Energy Drink
- Sparkling Water and Iced Tea
- Natural Spring Water and Still Water
- Death (Colorado Convention Center and Denver Coliseum)
- Spirits/Liquor
- Spirits/Wine
- Airline

**CURRENT SPONSORS**

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

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

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

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

#### A&V Marketing Department Contacts

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

Or

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/25/2023

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

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

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Denver CO Office 1900 16th Street, suite 1000 Denver CO 80202 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (303) 758-7688      FAX (A/C. No.): (303) 758-9458		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Swire Pacific Holdings Inc. 12634 South 265 west Draper UT 84020 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Zurich American Ins Co		16535
	INSURER B: American Guarantee & Liability Ins Co		26247
	INSURER C: Safety National Casualty Corp		15105
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570099541938      **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
							LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO484584304	04/01/2023	04/01/2024	EACH OCCURRENCE	\$1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000					
		MED EXP (Any one person)	\$5,000					
		PERSONAL & ADV INJURY	\$1,000,000					
		GENERAL AGGREGATE	\$2,000,000					
	PRODUCTS - COMP/OP AGG	\$2,000,000						
C	<input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> SIR \$250,000			CA 6675545 Bus Auto Cvg	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
		BODILY INJURY (Per person)						
		BODILY INJURY (Per accident)						
		PROPERTY DAMAGE (Per accident)						
B	<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 type="checkbox"/> RETENTION			AUC484585204	04/01/2023	04/01/2024	EACH OCCURRENCE	\$5,000,000
		AGGREGATE	\$5,000,000					
		Products/Completed O	\$50,000,000					
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N    N/A		LDS4062830	04/01/2023	04/01/2024	<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

570099541938

Certificate No :

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

<b>CERTIFICATE HOLDER</b>  Denver Arts and Venues 1345 Champa Street Denver CO 80204 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.
	AUTHORIZED REPRESENTATIVE  

