

## SPONSORSHIP AGREEMENT

**THIS SPONSORSHIP AGREEMENT** (this “**Agreement**”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized and existing under and by virtue of Article XX of the Constitution of the State of Colorado (the “**City**”), and **NEW BELGIUM BREWING COMPANY, INC.**, a Colorado corporation located at 500 Linden Street Fort Collins Colorado 80524 (“**Sponsor**”).

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

Sponsor is a brewer of craft beers. Sponsor would like to obtain certain sponsorship opportunities in connection with the City Venues.

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.

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 January 1, 2018 (the “**Effective Date**”), and shall end at 12 o’clock midnight on December 31, 2020 (the “**Term**”). For purposes of this Agreement, a “Contract Year” shall mean each period commencing on January 1 and ending on the following December 31 throughout the Term. The Term may not be increased without approval of Bond Counsel.
  - 2.2 Grant of Sponsorship Rights and Benefits. Sponsor shall be entitled to the rights and benefits set forth in Exhibit A during the Term (as defined below) of this Agreement. Any unused tickets, hospitality, and assets will

not rollover from one season to the next and must be utilized in each term 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**. The rights fees may not be amended without approval of Bond Counsel.

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

It is agreed and understood that in marketing and promoting events at the City Venues (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 City Venues, 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.

- 2.5 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, Stradling Yocca Carlson & Rauth, PC, 1400 16th Street, Suite 400, Denver, Colorado 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 D**. 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.
- 2.6 Third Party Infringement. The City is not responsible for any third party infringement of Sponsor's copyrights, and is not responsible for protecting the intellectual property rights of Sponsor.
- 2.7 Filming of Sponsor Marks. Sponsor understands and acknowledges that the City often issues film permits to persons and entities wishing to film at a City Venue, whether still, motion picture, or otherwise. Notwithstanding any other provision of this Agreement, Sponsor recognizes and permits the City to issue such permits to persons and entities, to include Sponsor's Marks and surrounding site, and Sponsor holds the City harmless therefore. Sponsor will not hold or seek to hold the City liable in any way for the acts of any person or entity utilizing such a film permit, or their filming or use of the Sponsor's Marks.
- 2.8 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.

- 2.9 Exclusivity. This Agreement between the City and Sponsor contained herein shall be exclusive to the extent shown on **Exhibit E**. As used herein “exclusive” means that the City will not enter into a contract or other legally binding arrangement conferring sponsorship rights for malt beverage products, except as shown on **Exhibit E**, at City Venues as shown on **Exhibit A**. Sponsor acknowledges that the City cannot control certain components of the City Venues when promoters or other tenants rent or otherwise use the City Venues; competing brand logos, signage, and the like may be visible or competing products otherwise promoted at these times and will not constitute a breach of this Agreement. In addition, the City may, without breaching this Agreement, enter into booking agreements for the use of the City Venues with entities who may compete or have sponsors that compete with Sponsor. Sponsor shall be subject to Arts & Venues Denver Venue Sponsorship Policy, as the same may be amended from time to time. A copy of the current policy is attached hereto as **Exhibit F**.
- 2.10 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.
- 2.11 Indemnification. Sponsor shall (i) defend, release, indemnify and save and hold harmless the City and (ii) with respect to the serving, selling, and/or sampling by Sponsor of Sponsor products, release, indemnify and save and hold harmless ARAMARK Sports and Entertainment Services, LLC, a Delaware limited liability company (“**Aramark**”), as concessionaire of the Red Rocks Amphitheatre (including the Visitor Center and Trading Post) and the Denver Coliseum: (x) against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City or Aramark (“**Damages**”), and (y) from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, including

workers' compensation claims, of or by anyone whomsoever (“**Claims**”). Sponsor’s foregoing obligations shall apply to Damages and Claims in any way resulting from or arising out of and to the extent caused by acts, errors, or omissions of Sponsor or its officers, employees, representatives, suppliers, invitees, licensees, subconsultants, subcontractors, or agents in the performance under this Agreement; provided, however, that Sponsor need not indemnify and save and hold harmless the City, its officers, agents, and employees from damages proximately resulting from the sole negligence of the City's officers, agents, and employees. This indemnity clause shall also cover the City’s defense costs, in the event that the City, in its sole discretion, elects to provide its own defense. Defense costs coverage must be included in the liability coverage provided for the City and County of Denver, its officers, officials and employees as additional insureds. These indemnification obligations shall survive the termination of this Agreement by expiration of the Term hereof or otherwise.

## 2.12 Insurance.

- a) General Conditions: Sponsor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Sponsor shall keep the required insurance coverage in force at all times during the Term of this Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of this Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies are canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices paragraph 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 such cancellation or non-renewal is 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 paragraph of this Agreement by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by Sponsor. 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 Sponsor. Sponsor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- b) Proof of Insurance: A certificate of insurance shall be supplied to the City prior to the execution of this Agreement. 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 complies with all insurance requirements of this Agreement. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Sponsor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- c) Additional Insureds: For Commercial General Liability, Sponsor's and any subcontractors' or subconsultants' insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- d) Waiver of Subrogation: For all coverages required under this Agreement, Sponsor's insurer shall waive subrogation rights against the City.
- e) Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Sponsor. Sponsor shall include all such subcontractors and subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Sponsor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

- f) 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. Sponsor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of Sponsor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the Term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Sponsor executes this Agreement.
- g) Commercial General Liability: Sponsor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$50,000 fire damage legal (\$300,000 if a City facility is leased), \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- h) Business Automobile Liability: Sponsor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- i) Additional Provisions: For Commercial General Liability, the policies must provide the following:
- (a) That this Agreement is an Insured Contract under the policy;
  - (b) Defense costs are outside the limits of liability;
  - (c) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
  - (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

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

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

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

2.15 Miscellaneous General Provisions.

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



modified except by written agreement executed and authorized by all parties.

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

CITY:

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

SPONSOR:

New Belgium Brewing Company, Inc.  
Attn: General Counsel  
500 Linden Street  
Fort Collins Colorado 80524

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

shall be entitled to relief under this Paragraph unless such party shall have given the other party reasonable notice of such event, and shall have exhausted all reasonable means of complying or implementing alternative means of compliance with its contractual obligations hereunder.

- h) Governing Law, Venue. This Agreement shall be governed by and interpreted under the laws of the State of Colorado and the City and County of Denver. Any action regarding this Agreement shall be filed in the District Court in and for the Second Judicial District of the State of Colorado, without regard to any statute or rule of law which would suggest or require another venue.
- i) Authority. The City and Sponsor represent and warrant that each, respectively, has full power and authority to enter into this Agreement.
- j) Exhibits. All references to exhibits herein are to exhibits that are specifically incorporated by reference to this Agreement.
- k) Headings. All headings and captions are for convenience only, and shall in no way affect their construction and interpretation.
- l) Survival. The provisions of this Agreement, and the obligations of the parties which, by their own terms, contemplate actions to be performed after termination, including, but not limited to, payment of fees and other consideration, and the terms of this Agreement regarding indemnification, effect of termination, governing law, venue, and Marks, shall survive the termination of this Agreement.
- m) No Express Or Implied Agency. This Agreement shall not be valid or binding in any way upon the City until fully executed by the City's authorized representatives appearing below.
- n) No Discrimination In Employment. In connection with the performance 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, gender identity or gender expression, marital status, or physical or mental disability; and Sponsor further agrees to insert the foregoing provision in all subcontracts hereunder.

- o) No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Sponsor, and nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. It is the express intention of the City and Sponsor that any person other than the City or Sponsor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
  
- p) Review Of Records. Sponsor agrees that any duly authorized representative of the City shall, until the expiration of three (3) years after final 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, and from time to time, 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.
  
- q) No Agreement to Sell Alcoholic Beverages. The City and Sponsor acknowledge and agree that, as an alcoholic beverage manufacturing licensee, Sponsor's activities are strictly regulated by alcoholic beverage control laws and regulations, which, among other things, prohibit Sponsor from directly or indirectly inducing any alcohol beverage retailer to purchase Sponsor's products to the exclusion of other competing products or by providing any retail licensee a thing of value prohibited by such laws and regulations. The City and Sponsor understand and acknowledge that nothing contained in this Agreement or in the negotiations preceding it shall (i) require the purchase of any alcoholic beverage by any retailer, or (ii) prevent or restrict in any way the rights of any retailer to purchase or not purchase any brand of alcoholic beverage which they choose. The City and Sponsor agree that they shall conduct their business relationship in accordance with all applicable statutes, rules and regulations.

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

**[Remainder of page intentionally left blank.]**

**Contract Control Number:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_





## **EXHIBIT A**

### **SPONSORSHIP RIGHTS AND**

### **BENEFITS**

#### **I. All-Venues Signage**

##### **a. Point of Sale/Menu Board Signage**

- i. 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. Point of sale signage will be made available at all A&V Venues to include Red Rocks Amphitheatre, Denver Performing Arts Complex (Ellie Caulkins Opera House, Buell Theatre and Boettcher Concert Hall), Bellco Theatre and the Colorado Convention Center.
  1. Signage and messaging must be approved by A&V.
  2. Sponsor responsible for all design, production, and replacement materials.

#### **II. Red Rocks Signage**

##### **a. Red Rocks Intermission Slide Show Advertisement**

- i. Sponsor will receive one (1) intermission slide show advertisement for co-branded, public service message and/or related to a fan feature throughout the summer concert series when available.
  1. Sponsor is responsible for slide design and production.
  2. All message and artwork must be approved by A&V.

#### **III. Red Rocks Point-Of-Sale Features**

##### **a. Semi-Permanent, Co-Branded Pergola**

- i. Sponsor will receive the opportunity to brand one (1) pergola, at Red Rocks Amphitheatre for a sponsor-co-branded, semi-permanent structure.
  1. A&V is responsible for design, production, installation and maintenance.
  2. All design plans, artwork, and build out must be approved by A&V

#### **IV. Red Rocks In-Market Promotions**

##### **a. Red Rocks In-Market Enter-to-Win Promotions**

- i. Sponsor will receive the right to conduct mutually agreed upon in-market, enter-to-win promotions each calendar year of the agreement.
  1. Sponsor is responsible for promotion design.
  2. Promotion must be approved by A&V.
  3. Sponsor will be responsible for all promotional costs associated

- with POS display, prizes, and artwork.
4. Sponsor will be responsible for all logistics of contacting winners and distributing prizes.
  5. Promotions must comply with all state and federal regulations.
  6. A&V will support the in-market promotion on social media and other mutually agreed upon channels.
  7. All artwork must be approved by A&V.
  8. A&V will make reasonable commercial efforts to secure rights for Sponsor to name artists and acts that are a part of any ticket enter-to-win promotion, or put Sponsor in contact with the promoter to secure such rights.

**b. Red Rocks Nationwide On-Pack Promotion**

- i. Sponsor will receive the ability to conduct one (1) nationwide on-pack promotion at selected off-premise accounts.
  1. Fans may be directed through off-premise POS signage to go to a special landing page hosted on RedRocksOnline.com (RedRocksOnline.com/Sponsor.)
  2. Sponsor will be responsible for all promotional costs associated with POS display, prizes, and artwork.
  3. Sponsor will be responsible for all logistics of contacting winners and distributing prizes.
  4. All artwork must be approved by A&V.

**c. Red Rocks Beer**

- i. Sponsor will in conjunction with A&V create an Official Red Rocks beer (the "**Licensed Beer**"). Promptly following execution of this Agreement, Sponsor and A&V will enter into a Trademark License Agreement that outlines the terms and conditions of Sponsor's production of the Licensed Beer, which will include the following terms:
  1. Sponsor will be responsible for brewing and distribution.
  2. Sponsor will provide a royalty in the amount of 5% of its gross profits to A&V from the sale of such beer, defined as the excess of net sales over cost of goods sold for the Licensed Beer. Royalties will be paid quarterly at approximately the same time as Sponsor's sponsorship fees are paid to A&V.
  3. All artwork and branding must be approved by A&V and will be exclusively licensed to Sponsor for production of the Licensed Beer. A&V acknowledges that the brand name "Red Rocks" may not be available for the beer due to prior users' rights.
  4. A&V shall not pass through the royalty payment to any concessionaire or other licensed retailer.

**V. City of Denver On-Site Promotions**

**a. Tour de Fat**

- i. Sponsor will have the right to conduct the annual Denver Tour de Fat at



Red Rocks or a mutually agreed upon location in Denver.

1. Date must be approved by A&V.
2. Sponsor will create and produce the event. Experiences and special activities must be approved by A&V and scheduled a minimum of two weeks in advance.

**b. Winter Snow Festival**

- i. Sponsor will have the right to conduct an annual Winter Snow Festival at Red Rocks or a mutually agreed upon location in Denver.
  1. Date must be approved by A&V.
  2. Sponsor will create and produce the event.
  3. Experiences and special activities must be approved by A&V and scheduled a minimum of two weeks in advance.

**VI. Red Rocks On-Site Promotions**

**a. On-Site Kiosk**

- i. Sponsor will receive a 10'x10' marketing kiosk on the Top Plaza of Red Rocks Amphitheatre during five (5) mutually agreed upon concerts or special events each year of the agreement for promotional opportunities (e.g. grassroots marketing programs, premium item giveaways, tastings, meet the brewer)
  1. Premium items must be approved by A&V.
  2. Sponsor will be responsible for all promotional costs associated with display, prizes, artwork and staffing (provided that all food and beverage sales shall be made through A&V's concessionaire). Select food and beer pairings coordinated by chef and sponsor brew master.
  3. Sponsor facilitates all VIP experience details (e.g. menu pairings, promotions)
  4. Rental fee will be waived and special partner pricing will be provided on food and beverage.
  5. Experiences and special activities must be approved by A&V and scheduled a minimum of two weeks in advance.

**VII. Red Rocks Social Media**

**a. Red Rocks Social Media Pages**

- i. Sponsor will receive a minimum of two (2) social media posts on Red Rocks affiliated social media pages each calendar year of the agreement. Sponsor and A&V will collaborate on mutually agreed upon content and timing of posts.

**VIII. Online Benefits**

**a. Arts Complex Home Page**

- i. Sponsor will receive one (1) banner ad with click through abilities on the Arts Complex home page throughout the term of the agreement

for 100,000 home page impressions and 400,000 run-of-site impressions.

1. Sponsor is responsible for all design and production.
2. All banner ad artwork must be pre-approved by A&V.

**b. Red Rocks Banner Ad**

i. Sponsor will receive one (1) 728 pixels x 90 pixels dynamic banner ad located on the Red Rocks website throughout the term of the agreement for 200,000 home page impressions and 400,000 run-of-site impressions.

1. Sponsor is responsible for all design and production.
2. All banner ad artwork must be pre-approved by A&V.

**c. Red Rocks Special Offers Page**

i. Sponsor will receive one (1) dynamic banner ad linked to a mutually agreed upon promotional contest throughout the summer concert series

1. Sponsor is responsible for all design and production.
2. All banner ad artwork must be pre-approved by A&V.

**IX. DPAC Signage**

**a. DPAC Galleria Elevator Wraps**

i. Sponsor will receive the opportunity to wrap three (3) doors of the DPAC Galleria elevators each year of the agreement.

1. Messaging must be co-branded and have a public service message.
2. Sponsor is responsible for all design, production, installation and maintenance.
3. All artwork must be pre-approved by A&V.

**X. Hospitality Benefits**

**a. Facility Use**

i. Sponsor will receive the ability to use Denver Arts & Venues meeting space at Red Rocks, McNichols, or Denver Coliseum, when available, for two (2) mutually agreed upon dates per calendar year throughout the term of the agreement.

- i. Rental fee will be waived.
- ii. Special partner pricing will be provided on food and beverage.

**XI. Contracted Tickets**

**a. Red Rocks Concert Tickets**

i. Sponsor will receive four (4) tickets to seventy (70) public, ticketed Red Rocks Amphitheatre concerts each calendar year throughout the term of the agreement.

**b. Red Rocks Ticket Bank**

i. Sponsor will receive four (4) ticket banks of up to twenty (26) tickets

for four (4) mutually agreed upon public, ticketed Red Rocks Amphitheatre concerts each calendar year throughout the term of the agreement, for a total of one hundred four (104) tickets per year.

1. A&V will facilitate ticket ordering from event promoter and distribute tickets to sponsor to execute the promotion
2. Sponsor must pre-select concert prior to public on sale dates. Availability based on promoter approval.
3. Tickets will not rollover from one season to the next.

**c. DPAC Event Tickets and Denver Coliseum Event Tickets**

- i. Sponsor will receive a ticket bank of thirty (30) tickets to use towards events at the Denver Coliseum and/or DPAC events each calendar year throughout the term of the agreement.
  1. Special restrictions apply, based on approval; no more than four (4) tickets may be requested per event.

**d. Ticket Giveaways**

- i. Sponsor shall have the right to use Contracted Tickets as consumer giveaways through enter-to-win promotions or otherwise. Any enter-to-win promotions shall require pre-approval by A&V but Sponsor shall be solely responsible for any necessary gaming license. A&V will make reasonable commercial efforts to secure rights for Sponsor to name artists and acts that are a part of any ticket enter-to-win promotion, or put Sponsor in contact with the promoter to secure such rights.

The parties agree that this Exhibit A may be modified or supplemented by formal amendment to the Agreement as needed to reflect adjustment to the promotions the parties agree to develop and execute.

## Exhibit B

Annual Sponsorship Fee: \$200,000

The annual sponsorship fee will be billed in quarterly installments as outlined below.

In addition to the annual sponsorship fee, New Belgium Brewing Company will pay Arts & Venues the sale of the Licensed Beer, as outlined in Exhibit A.

### Year 1 – 2018

\$50,000 Due March 1  
\$50,000 Due April 30  
\$50,000 Due August 30  
\$50,000 Due December 30

### Year 2 – 2019

\$50,000 Due January 30  
\$50,000 Due April 30  
\$50,000 Due August 30  
\$50,000 Due December 30

### Year 1 – 2020

\$50,000 Due January 30  
\$50,000 Due April 30  
\$50,000 Due August 30  
\$50,000 Due December 30

**EXHIBIT C**  
**(exhibit follows)**





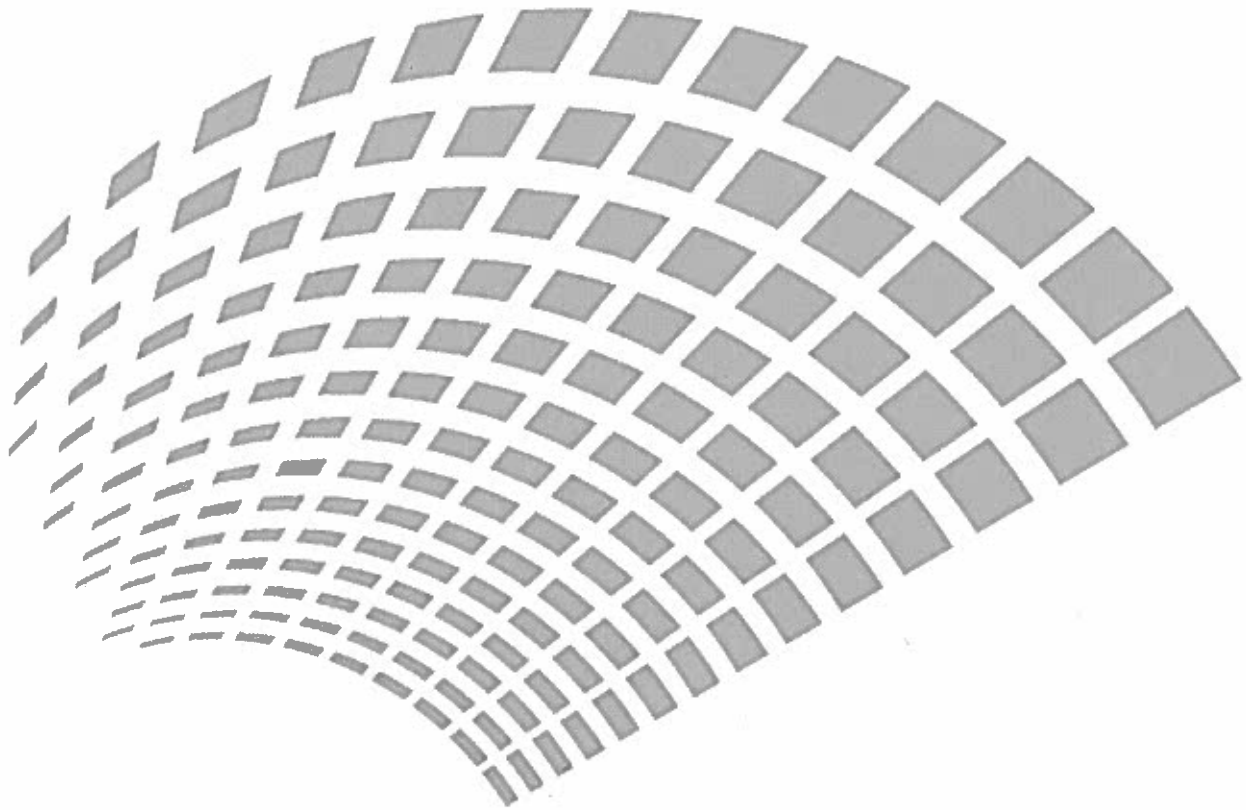
**EST.**

**1941**

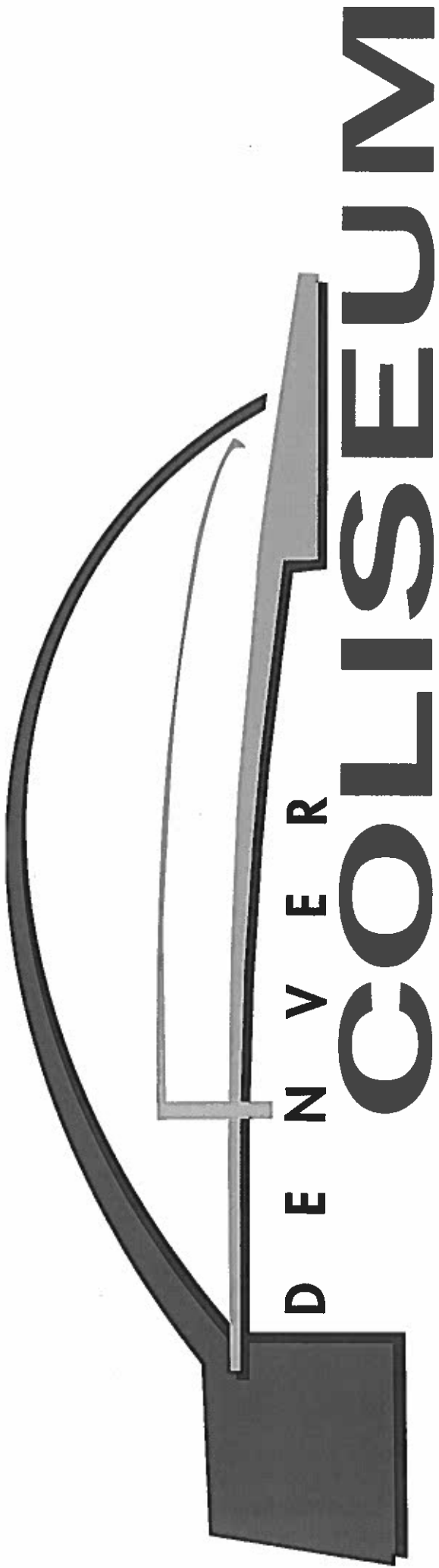
# **RED ROCKS**

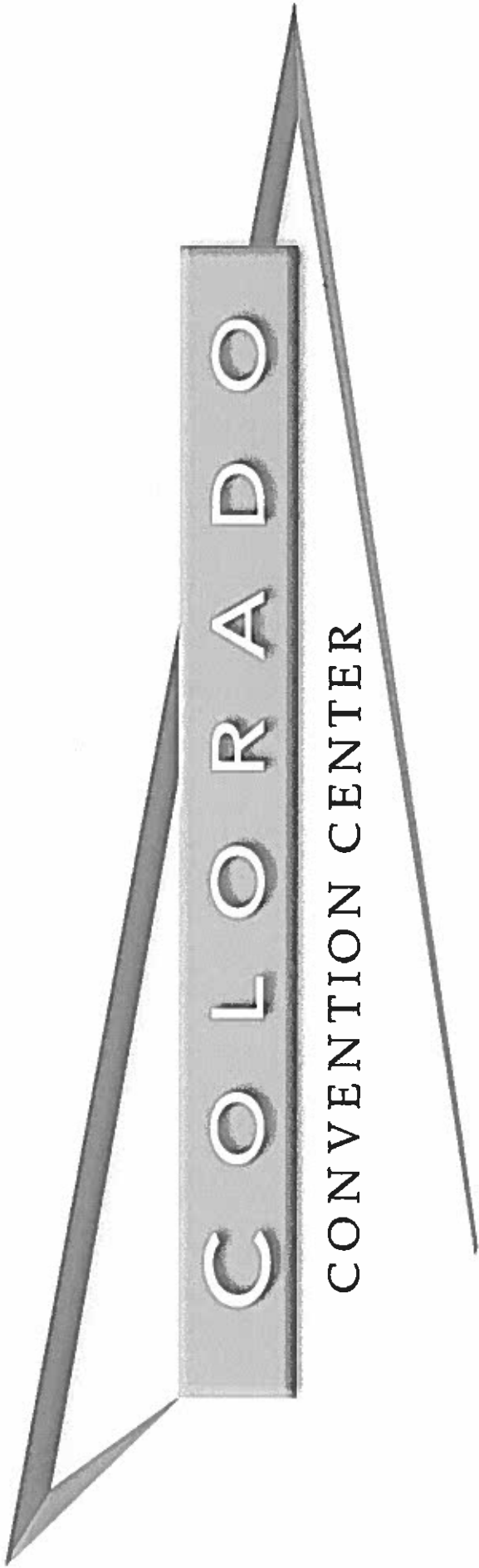
**PARK AND AMPHITHEATRE**

**DENVER  
PERFORMING  
ARTS COMPLEX**









COLORADO

CONVENTION CENTER

## EXHIBIT D

**From:** [McHugh, Darren](#)  
**To:** [Heydman, Laurie J. - CAO MUNI Municipal Ops Liability](#)  
**Subject:** RE: Sponsorships  
**Date:** Thursday, March 15, 2018 3:14:32 PM  
**Attachments:** [image002.png](#)

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Laurie, I have incorporated the New Belgium marketing rights payments into our analysis and can confirm that, even if the contract is treated as creating private use, the amount of use created is less than 1%/year for the applicable outstanding bond issues.

[additional unrelated comments deleted]

Thanks,

**Darren McHugh**  
**Stradling**  
Attorneys at Law

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any manner. Thank you.

**EXHIBIT E**

**MillerCoors**

Official Beer Sponsor

**Permitted Beer Styles:**

American Light Lager

American Lager Import

European Pilsner

Mexican Import

Cider

Flavored Malt Beverages

Hard Soda

Hard Iced Tea

Hard Sparkling Water

**Expressly Prohibited MillerCoors Brands:**

Blue Moon

Leinenkugel's

Hop Valley

Revolver

Terrapin

Colorado Native

Saint Archer

Any future craft beer acquisition or introduction

**New Belgium**

Official Craft Beer Sponsor

**Permitted New Belgium Brands:**

Fat Tire Belgian Style Ale

Fat Tire Belgian White

Voodoo Ranger IPA

Citradelic Tangerine IPA

Dayblazer Easy Going Ale

Tartastic-Fruit Series-Rotational Series

The Hemperor – HPA

Mural-Agua Fresca Ale

Red Rocks Custom Beer

Bohemian Pilsner

Voodoo Ranger Juicy Haze IPA

Voodoo Ranger Pale Ale

Voodoo Ranger Guava Spruce IPA

1554 Lager

Any additions to the Voodoo Ranger Hopped Beer family

2019 and 2020 innovations in accordance with style marketing limitations set forth in this agreement

**Expressly Prohibited New Belgium Styles:**

American Light Lager

American Lager Import

European Pilsner

Mexican Import

Cider

Flavored Malt Beverages

Hard Soda

Hard Iced Tea

Hard Sparkling Water

Shandy

**EXHIBIT F**  
**ARTS & VENUES DENVER**  
**VENUE SPONSORSHIP POLICY**

Updated December 11, 2017

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
- Automotive
- Beer/Malt Beverages
- Non-Alcoholic Beverages
- Energy Drink
- Natural Spring Water and Bottled Water
- Spirits/Liquor
- Spirits/Wine
- Food Service Product Marketing Partner
- Waste and Recycling
- Music Engineer Seating

**CURRENT SPONSORS**

- Southwest Airlines
- Chrysler
- MillerCoors
- Coca-Cola
- Red Bull
- Eldorado and Aquafina
- Proximo Spirits, Inc.
- Treasury Wine Estates
- Eco-Products
- Alpine Recycling
- Crown Seating

- 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 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 AVD sponsor products or to otherwise distribute products that compete with AVD 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 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.

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.

#### AVD Marketing Department Contacts

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

Or

Amy Lindsey  
Marketing & Strategic Partnerships  
Amy.lindsey@denvergov.org  
720-373-5419