

STANDARD SPONSORSHIP AGREEMENT

This **STANDARD SPONSORSHIP AGREEMENT** (“**Agreement**”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, by and for its Department of Aviation, a municipal corporation organized and existing under and by virtue of Article XX of the Constitution of the State of Colorado (“**City**”), **THE SUPERLATIVE GROUP INC.**, a Colorado corporation located at 26600 Detroit Road, Suite 250, Cleveland, Ohio 44145 (“**Superlative**”), and **CACTUS COMMUNICATIONS, INC.**, a Colorado corporation located at 2128 15th Street, Denver, Colorado 80202 (“**Sponsor**”) (collectively “**Parties**”).

RECITALS:

WHEREAS, City owns and operates the Denver International Airport (“**DEN**”).

WHEREAS, City through its Arts and Venue Department has sought to leverage all City assets, including those located at DEN, to create sponsorship and advertising opportunities that maximize non-airline revenue at DEN.

WHEREAS, Sponsor is a digital marketing agency that provides integrated marketing services.

WHEREAS, Sponsor has entered into a licensing agreement with the Colorado Lottery, a non-party to this Agreement, which Sponsor now seeks to exercise at DEN.

WHEREAS, City and Sponsor have agreed to a sponsorship arrangement for certain assets at DEN, whereby Sponsor will use its license obtained from Colorado Lottery.

NOWHEREFORE, by and in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Term. The term of this Agreement shall commence as of July 1, 2016 (the “**Effective Date**”), and shall terminate on third anniversary of the Effective Date at 12 o'clock midnight (“**Expiration Date**”) (collectively “**Term**”).
2. Grant of Sponsorship Privileges and Benefits. Sponsor shall be entitled to the privileges and benefits set forth in **Exhibit A** during the Term of this Agreement.
3. Sponsorship Rights Fees. In consideration of the privileges and benefits provided to Sponsor as set forth in this Agreement, Sponsor shall pay to City the fees set forth in **Exhibit B**.
4. No Warranty for Economic Viability. City makes no warranty, promises, or representations as to the economic viability of this sponsorship opportunity(s) or any other matter pertinent to the potential or likelihood for success or failure of Sponsor’s sponsorship. Sponsor understands, acknowledges and accepts airline gate usage and other aspects of DEN operations are subject to change during the Term without notice and City makes no warranty regarding the location of airline gate usage. Except as is specifically set forth herein, City shall not, by virtue of the existence of this Agreement, be constrained in connection with its operation of DEN.

5. Uses and Protection of Trademarks/Service Marks and Other Intellectual Property. City and Sponsor acknowledge the other party owns or licenses (in the case of Sponsor, the use of Colorado Lottery under license to Sponsor) 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 party represents and warrants it owns or has properly licensed or obtained any and all rights in and to the Marks which may be necessary to use such Marks as contemplated by this Agreement. The Parties acknowledge and agree all goodwill associated with the Marks owned by Colorado Lottery or City shall inure solely to the benefit of their owners, and in the case of Colorado Lottery the Parties shall not use any intellectual property owned by the Colorado Lottery beyond the scope of Sponsor's license. It is agreed and understood in marketing and promoting the sponsorship at DEN events and various activities associated therewith, the Parties may make various references to each other and may display the Marks of City, Sponsor, and Colorado Lottery, as well as photographs or graphic images of these activities provided all such marketing and promotional materials shall accurately portray the relationship between the Parties to each other, and such uses are not libelous or defamatory, or otherwise reflect unfavorably on any of the Parties.

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 sponsorship and activities incidental thereto. City and Sponsor shall agree in writing as to the form and content of any promotional or advertising materials which bear the other party's Marks, and the media in which such materials are to be used prior to their use. Such approval 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, the Parties shall cease all use of the Marks of the other party as soon as practicable, but, in any event, within thirty (30) days, unless the particular media which has been approved requires a longer lead time, but in no event longer than ninety (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. The Parties will be solely responsible for taking such actions, as they deem 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 and to the extent 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.

6. Third Party Infringement. Neither party is responsible for any third party infringement of the other party's (or any third party's) copyrights, Marks, or other intellectual property rights. Neither party is responsible for seeking federal or state protection of the intellectual property rights of the other party.

7. Filming of Sponsor Marks. Sponsor understands and acknowledges City often issues film permits to persons and entities wishing to film at DEN, whether still, motion picture, or otherwise. Notwithstanding any other provision of this Agreement, Sponsor recognizes and permits City to issue such permits to persons and entities, to include Sponsor's Marks and surrounding site, and Sponsor holds City harmless therefrom. Sponsor will not hold or seek to hold 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 in accordance with this Section 7.

8. Approvals. City requires all design and construction at DEN to be performed in a First Class manner that conforms to applicable statutes, ordinances, building codes, and regulations; DEN's Design Principles, DEN's Design Standards Manual ("DSM") and DEN's Tenant Development Guidelines ("TDGs") as they may be amended from time to time; and any other applicable design, construction and maintenance standards published and/or adopted by City. In the event of amendments to the foregoing, City shall notify Sponsor and allow Sponsor a commercially reasonable time to comply with such amendments, which compliance shall be required no earlier than the effective date of any such amendments. Approval rights of City extend to all design and construction elements (e.g., architectural, structural, mechanical, specialty systems, site, signage, materials, color selections, landscaping, and aesthetic matters). Approval shall be granted by the Chief Executive Officer of the Department of Aviation ("CEO") and/or their designee. City reserves the right to promptly reject any designs submitted and the right to require Sponsors to resubmit designs and layout proposals until approved by City. If City disapproves any portion of the plans and specifications, Sponsors must promptly submit necessary modifications and revisions thereof. No substantial changes or alterations shall be made in said drawings or specifications after approval by City. Further, no alterations or improvements shall be made to or upon City property without prior approval. Upon submission of any drawings or specifications to City, in accordance with this Section 8, City will either provide approval or rejection to said submissions within ten (10) days or provide Sponsor with notice of the need for additional time to review. DEN's Design Principles, DSM, and TDGs can be found at <http://business.flydenver.com/bizops/bizRequirements.asp>.

Additionally, 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 City, or which are prohibited or restricted by law, rule, regulation, or executive order, be approved by City.

9. Exclusivity. The privileges and benefits granted herein shall be on a non-exclusive basis. City may, at any time, award sponsorship opportunities to other parties who may have sponsorship rights similar to those non-exclusively granted herein. City may in its sole discretion, grant exclusive rights to other sponsors as deemed in the best interest of City. Sponsor shall be subject to DEN's Rules and Regulations and Arts & Venues Denver Venue Sponsorship Policy, as both may be amended and published from time to time. A copy of the current policy is attached hereto as **Exhibit D**. Nothing in this Agreement shall be construed as granting exclusive rights within the meaning of 49 U.S.C. § 40103 (e) or 49 U.S.C. § 47107(a), as may be amended from time to time, and related regulations.

In the event of a dispute between Sponsor and any other party operating at DEN as to the rights of the Parties under their respective Agreements, City shall determine the rights of each party and Sponsor agrees to be bound by City's decision.

10. Independent Status. The Parties agree and understand 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 City or City's employees, agents, subcontractors, or volunteers, or the manner or method utilized by City in the performance of its functions. City shall determine and have sole discretion over the manner and methods utilized to achieve the results desired by Sponsor and shall be solely responsible for the direction, control and supervision of Sponsor's acts and those of Sponsor's agents, employees, volunteers, and subcontractors relating to the performance of this Agreement.
11. Indemnification. To the fullest extent permitted by law, Sponsor agrees to protect, reimburse, indemnify, and hold City, its agents, employees, and officers free and harmless from and against any and all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs), and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with this sponsorship or its use or occupancy of DEN; Sponsor's acts, omissions, negligence, activities, or operations; Sponsor's performance, non-performance or purported performance of this Agreement; or any breach by Sponsor of the terms of this Agreement, or any such acts, omissions, negligence, activities, or operations of Sponsor's officers, authorized officials, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Sponsor, that results in any bodily injury (including death) or any damage to any property, including loss of use, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder provided that Sponsor need not release, indemnify, or hold harmless City, its officers, officials, agents, and employees from damages resulting from the sole negligence of City's officers, officials, agents, and employees.

In addition to the duty to indemnify and hold harmless, Sponsor will have the duty to defend City, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Sponsor, City, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to Sponsor.

Sponsor recognizes the broad nature of these indemnification, hold harmless, and duty to defend clauses, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by City in support of this indemnification in accordance with the laws of the State of Colorado. This Article shall survive the termination of this Agreement. Compliance with insurance requirements under this Agreement shall not relieve Sponsor of its liability or obligation to indemnify, hold harmless, and defend City as set forth in this Section.

12. Insurance. Sponsor covenants and agrees to secure at its own expense and to keep in force at all times hereof, from the Effective Date, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of obligations under this Agreement by Sponsor, its agents, representatives, or employees. The types and amounts of insurance coverage Sponsor must procure are specified in the Certificate of Insurance for Aviation, attached hereto as Exhibit E and incorporated herein by reference. Insurance requirements set forth on Exhibit E do not limit in any way the indemnity covenants contained in this Agreement or the amount or scope of liability of Sponsor under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage City is willing to accept to help insure full performance of all terms and conditions of this Agreement. Sponsor specifically agrees to comply with each condition, requirement, or specification set forth in Exhibit E during all periods when the required coverage is in effect. Insurance must be maintained without any lapse in coverage during the entire Term. Insurance canceled without City's consent or failure by Sponsor to provide evidence of renewal within forty-eight (48) hours after written notice by City is a material breach of this Agreement and, in addition to all other remedies available to City, City may, in its sole discretion, terminate this Agreement. If at any time any of the insurance policies shall be or become unsatisfactory to City as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to City, Sponsor shall promptly obtain a new and satisfactory replacement policy and give City an updated certificate of insurance that complies with the new insurance requirements of City.

Mutual Waiver of Subrogation. Sponsor and City waive any right of action they and/or their insurance carriers might have against each other (including their respective employees, officers, commissioners, or agents) for any Loss, to the extent that such Loss is covered by any property insurance policy or policies maintained or required to be maintained pursuant to this Agreement and to the extent that such proceeds (which proceeds are free and clear of any interest of third parties) are received by the party claiming the Loss. Sponsor also waives any right of action it and/or its insurance carrier might have against City (including its respective employees, officers, commissioners, or agents) for any Loss, whether or not such Loss is insured. If any of Sponsor's applicable insurance policies do not allow the insured to waive the insurer's rights of subrogation prior to a Loss, Sponsor shall cause it to be endorsed with a waiver of subrogation that allows the waivers of subrogation required by this Section.

Certificates Required. All certificates required by this Agreement shall be sent directly to the City and County of Denver, Department of Aviation, Denver International Airport, Revenue Management Section, Airport Office Building, Room 9870, 8500 Pena Boulevard, Denver, Colorado 80249. City's Contract control number for this Agreement shall be noted on each certificate of insurance. Certificates evidencing the existence of the policies, in such form as City may require, shall be delivered to City prior to the Effective Date. Upon written request, Sponsor agrees to furnish City, at any time thereafter during the Term, the original or a certified copy of said policy or policies.

Sponsor's Risk. City in no way warrants and/or represents that the minimum limits contained herein are sufficient to protect Sponsor from liabilities that might arise out of the performance of the terms and conditions of this Agreement by Sponsor, its agents, representatives, or employees. Sponsor shall assess its own risks and as it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Sponsor is

not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. In no event shall City be liable for any: (i) business interruption or other consequential damages sustained by Sponsor; (ii) damage, theft, or destruction of Sponsor's property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

Governmental Immunity. The Parties understand and agree City, its officers, officials, and employees are relying on and do not waive or intend to waive by any provisions of this Agreement, monetary limitations, or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to City, its officers, officials, and employees.

In the event Sponsor has failed to remedy any lapse in coverage within thirty (30) days after notice thereof from City, City may affect such coverage and recover the cost thereof immediately from Sponsor. City reserves the right to modify any Insurance Requirements stated herein. The Parties agree to modify Exhibit E to reflect modifications in the Insurance Requirements. Any such modification will be confirmed by letter executed by the CEO, without need for formal amendment to this Agreement.

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 thirty (30) days' notice in writing of the alleged breach from the aggrieved party.
- b. If 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.
- c. Sponsor's participation in this Agreement is funded solely by budget allotments from the State of Colorado to the Colorado Lottery, and subject to the Colorado Lottery's determination that Sponsor and this Agreement are in the public interest. Sponsor may terminate this Agreement immediately upon notice (i) in the event that Colorado Lottery funds are appropriated in such a manner that Sponsor is or will be unable to pay the fees as provided hereunder; (ii) should the Colorado Lottery funds be withdrawn for any reason; (iii) in the event the Colorado Lottery determines, in its sole discretion, that this Agreement or its agreement with, and/or the agency of, Sponsor is deemed to no longer be in the public interest, (iv) if such agreement between the Colorado Lottery and Sponsor, or Sponsor's agency with regard to the Colorado Lottery is otherwise terminated; and (v) in the event of a Force Majeure event as specified in Section 25 of this Agreement, which persists for a period of 7 or more days, or a takeover described in Section 17 for the period set forth therein. Further, Sponsor may terminate this Agreement for any reason or no reason at all upon 60 days' notice. Payment to Sponsor shall be made for any benefits already provided as stated herein, but with no obligation for payment for benefits not yet provided at the time of the termination notice, and Sponsor shall have a right to a prorated return of all

Sponsorship Fees paid in advance for benefits and privileges that have not yet been received as of the date of termination.

- d. 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 and City shall return all prepaid Sponsorship Fees to the extent of any rights and privileges that have not been provided. Further, Sponsor shall have no less than sixty (60) days to enter DEN to retrieve any property of Sponsor, Colorado Lottery, and their agents.

14. Bond Ordinances. This Agreement is in all respects subject and subordinate to any City bond ordinances applicable to the DEN, and to any other bond ordinances, which should amend, supplement, or replace such bond ordinances. The Parties to this Agreement acknowledge and agree that all property subject to this Agreement that was financed by the net proceeds of tax-exempt bonds is owned by City. Sponsor agrees not to take any action that would impair or omit to take any action required to confirm the treatment of such property as owned by City for purposes of §142(b) of the Internal Revenue Code of 1986, as amended. In particular, Sponsor agrees to make and hereby makes an irrevocable election (binding on itself and all successors in interest under this Agreement) not to claim depreciation or an investment credit with respect to any property subject to this Agreement that was financed by the net proceeds of tax-exempt bonds. Sponsor shall execute such forms and take such other action as City may request in order to implement such election.

At City's sole discretion, through its CEO, City may from time to time reestablish the rentals, fees, and charges provided for herein at intervals of not more than five (5) years and be subject to the requirements of any outstanding bond ordinance pertaining to DEN. City agrees that such reestablished schedule of rentals, fees, and charges shall be reasonable in relation to the cost of providing, operating, and maintaining property, services, and facilities of DEN. If City proposes any changes in the schedule of rentals, fees, and charges, City will give notice thereof to Sponsor no less than ninety (90) days before the same is to become effective. Sponsor may decline to pay Compensation at the new rate(s) if such proposed rentals, fees, and charges result in an increase of more than five percent (5%) in the dollar amount of Compensation paid by Sponsor under Section 2 of this Agreement for the previous calendar year. In such a case, Sponsor shall promptly advise the CEO of its intention to cancel and terminate this Agreement at least sixty (60) days prior to the proposed effective date of such schedule of rentals, fees, and charges. Upon such notice of intent to cancel and terminate, Sponsor shall surrender its privileges and benefits upon a date specified by City within at least one hundred twenty (120) days after Sponsor advised City. Should Sponsor fail to give such notice of cancellation and termination, then Sponsor shall be deemed to have accepted the new rate(s) of compensation as promulgated by City. Failure by City to reestablish the rentals, fees, and charges at a five (5) year interval date shall not waive City's right to reestablish the rentals, fees, and charges at any time thereafter.

15. Airport Security. Sponsor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security

measures required of Sponsor or City by the Federal Aviation Administration (“FAA”) or Transportation Security Administration (“TSA”). If Sponsor, its officers, authorized officials, employees, agents, subcontractors or those under its control fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against City, then, in addition to any other remedies available to City, Sponsor covenants to fully reimburse City any fines or penalties levied against City, and any attorney fees or related costs paid by City as a result of any such violation. This amount must be paid by Sponsor within fifteen (15) days from the date of the invoice or written notice.

Sponsor understands and acknowledges the privileges and benefits granted under this Agreement are subject to changes in alert status as determined by TSA, which is subject to change without notice. If the security status of DEN changes at any time during the Term of this Agreement, Sponsor shall take immediate steps to comply and assist its employees, agents, independent contractors, invitees, successors, and assigns in complying with security modifications that occur as a result of the changed status. At any time, Sponsor may obtain current information from DEN’s Security Office regarding DEN’s security status in relation to Sponsor’s operations at the DEN.

16. Federal Aid Provisions.

General Civil Rights. Sponsor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal Assistance. This provision binds the Sponsor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Federal Fair Labor Standards Act. This Agreement incorporates by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act (“FLSA”), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Sponsor agrees to incorporate by reference the provisions of FLSA in all contracts and subcontracts resulting from this Agreement. Sponsor has full responsibility to monitor compliance to the referenced regulation. Sponsor must address any claims or disputes arising from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Occupational Safety and Health Act. This Agreement incorporates by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Sponsor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Sponsor retains full responsibility to monitor its compliance and any subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910). Sponsor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Sponsor covenants it will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Federal Acts, Regulations and directives issued pursuant thereto. Sponsor covenants it

will take action with respect to any subcontract or procurement as City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Sponsor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Sponsor may request City to enter into any litigation to protect the interests of City. In addition, Sponsor may request the United States to enter into the litigation to protect the interests of the United States.

17. FAA Approval. This Agreement may be subject to approval of the FAA. If the FAA disapproves this Agreement, it will become null and void, and both parties will bear their own expenses relative to this Agreement, up to the date of disapproval.

In the event a United States governmental agency demands and takes over the entire facilities of DEN or the portion thereof wherein the sponsorship(s) are located, for public purposes, for a period in excess of ninety (90) consecutive days, then this Agreement will terminate and City will be released and fully discharged from any and all liability hereunder. In the event of such termination, Sponsor's obligation to pay sponsorship fees will cease; however, nothing herein will be construed as relieving either Party from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

This Agreement is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between City and the United States, when the execution of such agreements has been or may be required as a condition precedent to the transfer of federal rights or property to City for DEN purposes and the expenditure of federal funds for the extension, expansion, or development of DEN. The provisions of the attached Appendices A and E are incorporated herein by reference and in the event that the FAA or its successors requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of DEN, or otherwise. Sponsor understands, accepts, and agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to satisfy the FAA requirements.

18. Agreement Subject to Colorado Open Records Act. Sponsor acknowledges, understands, and accepts that City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes § 24-72-201 *et seq.* Sponsor acknowledges all documents prepared or provided by Sponsor under this Agreement may be subject to the provisions of the Colorado Open Records Act. Any other provision of this Agreement notwithstanding, including Exhibits, Attachments, and other documents incorporated into this Agreement by reference, all materials, records, and information provided by Sponsor to City shall be considered confidential by City only to the extent provided in the Open Records Act, and Sponsor agrees that any disclosure of information by City consistent with the provisions of the Open Records Act shall result in no liability of City. Sponsor agrees to defend, indemnify, hold harmless, and fully cooperate with City in the event of a request for disclosure or legal process arising under such act for the disclosure of any documents or information, which Sponsor asserts is confidential and exempt from disclosure.

In the event of a request to City for disclosure of such information, time, and circumstances permitting, City will make a good faith effort to advise Sponsor of such request in order to give Sponsor the opportunity to object to the disclosure of any material Sponsor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event

Sponsor objects to disclosure, City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed prior to City's application, City will tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Sponsor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Sponsor does not wish disclosed. Sponsor agrees to defend, indemnify, and hold harmless City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Sponsor's objection to disclosure including prompt reimbursement to City of all reasonable attorney fees, costs, and damages that City may incur directly or may be ordered to pay by such court.

19. 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.
20. Assignment. Sponsor shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the City, granted in the sole discretion of the CEO. Any attempt by Sponsor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all privileges and benefits of Sponsor hereunder. Such consent may be granted or denied at the sole and absolute discretion of the CEO. Notwithstanding the foregoing, Sponsor may (i) assign, pledge or transfer any and all duties to any entity which, in Colorado Lottery's sole discretion, succeeds Sponsor in its duties to act on behalf of Colorado Lottery with regard to promotional, sponsorship, or other matters relevant to the scope of this Agreement, and (ii) subcontract, in whole or in part, its obligations under this Agreement subject to such subcontractors' compliance with any obligations of Sponsor set forth herein with written consent of the CEO.
21. 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.
22. 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, and the court or agency shall replace the invalid provision with a valid provision closely approximating the intent and economic effect of that provision.
23. 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.
24. 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: ATTN: Chief Executive Officer
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

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

SPONSOR: Cactus Communications, Inc.
ATTN: Kristina Byers, VP Business Operations
2128 15th Street
Denver, Colorado 80202

SUPERLATIVE: The Superlative Group, Inc.
26600 Detroit Road, Suite 250
Cleveland, Ohio 44145

25. 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.
26. Governing Law, Venue, Alternative Dispute Resolution. This Agreement shall be governed by and interpreted under the laws of the State of Colorado and the City and County of Denver. Venue for 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. Disputes arising under or related to this Agreement shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in D.R.M.C. § 5-17. The Parties agree the CEO's determination resulting from said administrative hearing shall be final, subject only to Sponsor's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.
27. Authority. City and Sponsor represent and warrant each, respectively, has full power and authority to enter into this Agreement.
28. Contract Documents; Order of Precedence. This agreement consists of Sections 1 through 35 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix A – E:	Standard Federal Assurances
Exhibit A:	Privileges and Benefits Granted
Exhibit B:	Sponsorship Fees
Exhibit C:	Intellectual Property
Exhibit D:	Arts & Venues Denver Sponsorship Policy
Exhibit E:	Certificate of Insurance

In the event of an irreconcilable conflict between a provision of Sections 1 through 35 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order.

29. Headings. All headings and captions are for convenience only, and shall in no way affect their construction and interpretation.
30. 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, dispute resolution, and Marks, shall survive the termination of this Agreement.
31. No Express or Implied Agency. This Agreement shall not be valid or binding in any way upon City until fully executed by the City's authorized representatives appearing below.
32. 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 variance, marital status, or physical or mental disability; and Sponsor further agrees to insert the foregoing provision in all subcontracts hereunder.
33. No Third Party Beneficiaries. City acknowledges and agrees that Colorado Lottery is an intended beneficiary under this Agreement. Except for any claims or rights exercisable by Colorado Lottery, it is expressly understood and agreed enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Sponsor, and nothing contained in this Agreement gives or allows any claim or right of action to any other third person or entity. It is the express intention of City and Sponsor, any person other than Colorado Lottery, City, or Sponsor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
34. 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. 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 City.

35. Electronic Signatures and Electronic Records. Sponsor consents to the use of electronic signatures by City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by City in the manner specified by 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.

[Signature Page, Appendixes, and Exhibits Follow]

Contract Control Number: THTRS-201628326-00

Contractor Name: CACTUS COMMUNICATIONS INC.

By: *Kristina Byers*

Name: *Kristina Byers*
(please print)

Title: *VP Business Operations*
(please print)

ATTEST: [if required]

By: _____

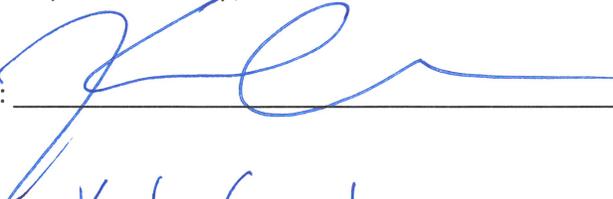
Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: THTRS-201628326-00

Contractor Name: The Superlative Group, Inc.

By:  _____

Name: Kyle Canter
(please print)

Title: COO
(please print)

ATTEST: (if required)

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number: THTRS-201628326-00

Contractor Name: CACTUS COMMUNICATIONS 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 _____



APPENDIX A

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

NOTE: As used below the term "Contractor" shall mean and include Sponsor, and the term "sponsor" shall mean the "City."

During the term of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The Contractor will provide all information and reports required by the Acts, Regulations, or directives issued pursuant thereto and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor will impose such Contract sanctions as it or the FAA may determine to be appropriate including, but not limited to:

- a. Withholding of payments to the Contractor under this Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.

6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the

sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, MAINTENANCE, OPERATION OF FACILITIES

As used below, the term “sponsor” will mean City.

Sponsor, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of consideration hereof, does hereby covenant and agree, as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Sponsor will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities, as may be amended from time to time, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, sponsor will have the right to terminate this Agreement, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

APPENDIX D

**STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION,
USE, OR ACCESS TO FACILITIES**

As used below, the term “sponsor” will mean City.

- A. Sponsor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Sponsor will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.

- B. With respect this Agreement, in the event of breach of any of the above nondiscrimination covenants, sponsor will have the right to terminate this Agreement and to enter, re-enter, and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

APPENDIX E

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

As used below, the term "Contractor" will mean and include Sponsor and the term "sponsor" will mean City.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits' discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S. C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 1 00-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high

and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S. C. 1681 et seq).

EXHIBIT A

SPONSORSHIP RIGHTS AND BENEFITS

- I. Denver International Airport
 - a. On-site activation / Colorado Lottery POS / Concourse A
 - i. Sponsor will receive the opportunity to have TWO (2) POS locations within Concourse A at mutually determined locations
 - ii. All **POS** locations would contain 1-2 **Lottery** vending machines dependent upon space, traffic considerations, and DEN approval
- II. Denver International Airport
 - a. On-site activation / Colorado Lottery POS / Concourse B
 - i. Sponsor will receive the opportunity to have TWO (2) POS locations within Concourse B at mutually determined locations
 - ii. All **POS** locations would contain 1-2 **Lottery** vending machines dependent upon space, traffic considerations, and DEN approval
- III. Denver International Airport
 - a. On-site activation / Colorado Lottery POS / Concourse C
 - i. Sponsor will receive the opportunity to have TWO (2) POS locations within Concourse C at mutually determined locations
 - ii. All **POS** locations would contain 1-2 **Lottery** vending machines dependent upon space, traffic considerations, and DEN approval
- IV. Denver International Airport
 - a. On-site activation / Colorado Lottery POS / Jeppesen Terminal
 - i. Colorado Lottery will retain its current vending machine placement within the Jeppesen Terminal and at Airside Employee Parking Facility throughout the duration of this agreement
- V. Denver International Airport
 - a. On-site activation / Colorado Lottery Redemption locations
 - i. Sponsor will receive ONE (1) Redemption Center location on each concourse for the purpose of cashing players' winning tickets
 - ii. This Colorado Lottery equipment would reside in an existing kiosk location on each concourse.
- VI. Denver International Airport – Directional Signage
 - a. Colorado Lottery playing locations
 - i. Sponsor will receive ONE (1) advertising element in each terminal located on each concourse and in the Jeppesen Terminal for the purpose of directing potential players to vending locations
 - ii. All directional signage and locations will be mutually agreed upon by DEN and the Colorado Lottery with prior approval by DEN's Design Review Committee.

VII. Denver International Airport

- a. Colorado Lottery Experience Zone / Concourse B (Or Other Mutually Agreed Upon Location)
 - i. Sponsor will receive the opportunity to have ONE (1) Experience Zone for DEN traveler engagement – minimum of 900 square feet
 - ii. Sponsor will receive TWO (2) Colorado Lottery vending machines located within the Experience Zone
 - iii. All artwork, creative and build-outs, must be pre-approved by DEN's Design Review Committee
 - iv. Costs of design, production, and installation of signage is Sponsor's obligation but will be deducted from the second-year of the sponsorship fee

VIII. Denver International Airport

- a. On-site activation / Colorado Lottery POS / Ancillary locations
 - i. Sponsor will receive TWO (2) additional POS locations in other high-traffic placement areas within DEN
 1. Potential locations could include but are not limited to; Light Rail entrance/exit, regional jet concourse, baggage claims, Great Hall, etc.
 - ii. Exact POS locations would each contain 1-2 Lottery vending machines and will be mutually agreed upon by DEN and the Colorado Lottery
 1. Sponsor will have the option to receive additional redemption centers for each additional POS location.

The specific location and placement of all items listed above are to be mutually agreed upon by the Parties.

Costs of design, production and installation of graphics/signage used to promote POS locations in sections I., II. III., and VIII would be the obligation of the Sponsor. Any POS location build-out costs requiring infrastructure space additions/modifications would be the obligation of the Sponsor but these costs would be deducted from the second-year Sponsorship Fee.

In the event changes at DEN change the desirability of Sponsor's physical locations within DEN, in Sponsor's sole discretion, Sponsor shall have the right to relocate POS to new locations as mutually agreed upon between the Parties. In such event, costs of design, production and installation of graphics/signage used to promote POS locations in sections I., II. III., and VIII would be the obligation of the Sponsor. Any POS location build-out costs requiring infrastructure space additions/modification will be the obligation of Sponsor, deductible from the following years Sponsorship Fee, except in the final year, where City shall have the option to either reimburse Sponsor the equivalent amount of pre-paid Sponsorship Fee or pay the expenses directly.

EXHIBIT B

SPONSORSHIP FEE

The Sponsorship Fee for each Contract Year (July 1st thru June 30th the following year) of the Agreement shall be a minimum of \$250,000.00. The Sponsorship Fee shall be paid in accordance with the following:

- July 1, 2016 – June 30, 2017 Contract Year
 - Total investment of \$250,000 to be paid as follows:
 - \$250,000 due 30 days after signature of the agreement

- July 1, 2017 – June 30, 2018
 - Total investment of \$250,000 to be paid as follows:
 - \$250,000 due by July 15, 2017

- July 1, 2018 – June 30, 2019
 - Total investment of \$250,000 to be paid as follows:
 - \$250,000 due by July 15, 2018

- Denver International Airport – Sponsorship Fee Considerations
 - Colorado Lottery build-out costs for Experience Zone
 - i. Costs of experience zone to be paid for by Sponsor and deducted from second year annual fee, i.e., if build-out/sponsorship expenses total \$50,000 then second year sponsorship fee would equal \$200,000
 - 1. Those deduction items include:
 - a. Design
 - b. Production
 - c. Installation
 - ii. All sponsorship elements, i.e., POS locations, signage shall be installed by December 1, 2016. The Parties agree failure to do so shall result in liquidated damages paid to Sponsor of \$1000 per day to be deducted from annual sponsorship fee until all elements are completed. Liquidated Damages shall only be paid if Sponsor was not responsible, in whole or in part, for any undue delays to installation schedule.
 - iii. Superlative Group will manage all aspects of activation, production, installation, vendor invoicing, and ultimately any deduction of sponsorship monies for build-out purposes for this agreement.

Immediately upon the Sponsorship Fees becoming due under this Agreement, the fees belonging to City per this Agreement shall immediately vest in and become the property of City, except that all such Sponsorship Fees shall be refundable to the extent of Sponsor's rights to a refund of the Sponsorship Fees as set forth in this Agreement, including but not limited to all amounts prepaid for benefits and privileges that not been provided as of the date of termination. Sponsor understands, accepts, and agrees to be responsible as a trustee for said monies until the same are delivered to City. Sponsor also covenants to pay all compensation, damages, charges, and fees under this Agreement independent of any obligation of City. No breach of this Agreement by City shall relieve Sponsor of its obligation and duty to pay all such obligations when due.

Without waiving any other right or action available to City, in the event Sponsor is delinquent in the payment of fees, or charges hereunder or rightly due and owing, and in the event Sponsor is delinquent in paying to City any such fees, or charges for a period of five (5) business days after the payment is due, City reserves the right to charge Sponsor interest thereon, from the date such fees, or charges became due to the date of payment, at the Federal Reserve Bank of New York prime rate in effect on the date the fees, or charges became due plus four percent (FRBNY prime +4%) or 18% per annum, whichever is greater, to the maximum extent permitted by law.

EXHIBIT C

INTELLECTUAL PROPERTY



DEN



EXPECT THE UNEXPECTED™



EXHIBIT D

**ARTS & VENUES DENVER
VENUE SPONSORSHIP POLICY**

The relationships between Arts & Venues Denver (“AVD”), its event clients and venue sponsors involve commitments of significant value. While AVD encourages event organizers to utilize its facilities and secure sponsorships, AVD must also ensure that the benefits events offer to potential event sponsors fit within the constraints of AVD’s 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 AVD’s clients and AVD’s corporate sponsors.

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

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

SPONSORSHIP CATEGORIES

- Airline
- Beer/Malt Beverages
- Beverages, Soft Drinks, Juices, & Sport Drinks
- Natural Spring Water and Bottled Water
- Energy Drink
- Spirits/Liquor
- Spirits/Wine
- Waste & Recycling
- Food Service Products

CURRENT SPONSORS

- Southwest Airlines
- MillerCoors
- Pepsi Bottling Group
- Eldorado and Aquafina
- Red Bull
- Brown-Forman
- Treasury Wine Estates
- Alpine Waste
- Eco-Products, Inc.

- 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. 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 AVD.

AVD Marketing Department Contacts

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

Or

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

EXHIBIT E

CERTIFICATE OF INSURANCE

The policy must provide the following:

1. Coverage applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
2. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy.

II. ADDITIONAL COVERAGE

Excess/Umbrella Liability

Minimum Limits of Liability (In Thousands):

Umbrella Liability Non-Controlled Area	Each Occurrence and aggregate	\$1,000
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The policy must provide the following:

1. Coverage must be written on a "follow form" or broader basis.
2. Any combination of primary and excess coverage may be used to achieve required limits.
3. If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.

Property Insurance

Minimum Limits of Liability (In Thousands)

All Risk Form Property Insurance, Replacement Cost basis

This policy must provide the following:

1. If leased property is located in a flood or quake zone (including land subsidence), flood or quake insurance shall be provided separately or in the property policy.
2. The City and County of Denver shall be named Loss Payee as its interest may appear.

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein:

1. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
2. All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
3. For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
4. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
5. 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.
6. For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
7. No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.