

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **DOWNTOWN DENVER EVENTS, INC.**, a Colorado nonprofit corporation (“User”).

RECITALS:

A. The Parties entered into an Agreement executed on or about November 16, 2017 (the “Agreement”) for the performance of certain work set forth in that Agreement and **Exhibit A** thereto; and

B. Rather than enter into a new contract, the Parties desire to revise the terms and conditions of the Agreement as they previously existed and the Parties further desire to amend the Agreement to extend the term and modify the following Contract provisions.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 2.2.1 of the Agreement entitled “**SKATING**” shall be amended to read as follows:

“2.2.1 Skating. The skating events (“Skating Events”) under this Agreement shall take place from approximately October through March each season, which shall include any Load-In and Load-Out.”

2. Section 2.2.2 of the Agreement entitled “**BEER GARDEN**” shall be amended to read as follows:

“2.2.2 Beer Garden. The beer garden events (“**Beer Garden Events**”) under the Agreement shall take place from approximately April through October each season.”

3. Section 5.2.8 of the Agreement shall be amended to read as follows:

“5.2.8 Providing for the installation and operation of portable toilets and water supplies necessary for the operation of the Beer Garden, including assured public access to and use of the toilet in accordance with the American Disabilities Act (5 foot squared per Public Works requirements), with toilet facilities and cleaned daily and as needed;”

4. Section 7.1 of the Agreement entitled “**TERM**” is amended to read as follows:

“7.1 Term. The term of this Agreement will commence on October 1, 2017 and expire March 1, 2020 (the “**Term**”), unless sooner terminated in accordance with the terms of this Agreement, including without limitation those provisions set forth in Article 8 herein. If the time

needed to complete performance of any provisions of this Agreement extends beyond the Term specified above (including, but not limited to, any payment of any applicable fee, the Damage Deposit, and inspections under Article 4 of this Agreement and any provisions that expressly survive the expiration or termination of this Agreement), this Agreement shall remain in full force and effect but only as to such provisions. The term of this Agreement may be extended by the City under the same terms and conditions for one additional one (1) year renewal term by a written amendment to this Agreement.”

5. Section 11.1 of the Agreement entitled “**INDEMNIFICATION**” is amended to read as follows:

“11.1 Indemnification. The User shall defend, release, indemnify, and save and hold harmless the City, its appointed and elected officials, agents and employees against any and all damage to property or injury to or death of any person or persons, including property and employees or agents of City, and shall defend, release, indemnify and save and hold harmless City, its appointed and elected officials, agents and employees from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, including any ADA violations, workers' compensation claims and claims related to copyright or trademark rights, of or by anyone whomsoever, in any way resulting from or arising out of the User’s operation, use or occupancy of the Event Sites, any activities or performances conducted or associated with the Events, or the performance of this Agreement, including acts or omissions of the User or the User’s officers, employees, representatives, agents, contractors, suppliers, invitees, licensees, subconsultants, and Subcontractors (collectively, “Claims”). This indemnity shall be interpreted in the broadest possible manner to indemnify the City from such Claims, either passive or active, irrespective of fault, including the City’s concurrent negligence, whether active or passive, except for Claims determined by the trier of fact to be due to the sole negligence or willful misconduct of the City and its appointed and elected officials, agents and employees. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the User under the terms of this indemnification obligation.”

6. Section 12 of the Agreement entitled “**PLANS**” is amended to read as follows:

“12. **PLANS**

All Plans listed below and required by the City’s Department of Parks and Recreation for either Event (the “**Plans**”) shall be incorporated into and made part of this Agreement upon final approval of the Plans by the specified Manager(s) or the Managers(s) Designee. All Plans listed herein shall be submitted to the City for review and approval within thirty (30) days after execution of this Agreement.”

7. Section 16 of the Agreement entitled “**APPLICABLE LAW; COMPLIANCE WITH LAWS**” is amended to add the following:

“16.5 ADA-Americans with Disability Act:

User shall comply with the ADA and all regulations. The User is responsible for its own facilities and equipment it installs that may affect accessibility standards and requirements.

The User shall be responsible for any violations of the ADA that arise from the User's use or modification of City property. The User shall be responsible for providing ADA accommodations when requested, and for notifying City of any requests for accommodations, whether to the City or to the User.”

8. Except as herein amended, the Agreement continues in effect, and is affirmed and ratified in each and every particular.

9. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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[SIGNATURE PAGES TO FOLLOW]

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 _____



Contract Control Number: PARKS-201736694-01

Contractor Name: Downtown Denver Events, Inc.

By: Sharon Altan

Name: Sharon Altan
(please print)

Title: Vice President.
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

