

SPONSORSHIP AGREEMENT
(Cellular Service Sponsor)

THIS SPONSORSHIP AGREEMENT (this “**Agreement**”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized and existing under and by virtue of Article XX of the Constitution of the State of Colorado (the “**City**”) and **VISIBLE SERVICE LLC**, a Delaware limited liability corporation, with an address for notice purposes of: 1200 17th Street, 27th Floor, Denver CO 80202 (“**Sponsor**”).

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

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

Sponsor is a provider of cellular services and would like to obtain certain sponsorship opportunities in connection with Red Rocks Amphitheatre and the Denver Coliseum.

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 May 1, 2020 (the “**Effective Date**”), and shall end at 12 o’clock midnight on April 30, 2022 (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.** For each Contract Year of this Agreement, Sponsor shall be entitled to the rights and benefits set forth in

Exhibit A. Sponsorship rights or benefits not used in one Contract Year shall automatically “carry over” and will remain available in an ensuing Contract Year.

- 2.3. Sponsorship Rights Fees. In consideration of the rights and benefits provided to Sponsor as set forth in this Agreement, Sponsor shall pay to the City the fees set forth in **Exhibit B** in accordance with the schedule set forth in Exhibit B. The rights fees may not be amended without approval of Bond Counsel.
- 2.4. Option to extend. The Term may be extended by one additional year, from May 1, 2022 until April 30, 2023 by written agreement of the parties executed prior to April 30, 2022.
- 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, Kutak Rock, LLP. It is understood that the use of 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. 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 E** (hereinafter collectively referred to as “**Marks**”), and each owns certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks.

It is agreed and understood that in marketing and promoting events at the City Venue and other A&V programs and events (the “**Events**”) and various activities associated therewith, the City and Sponsor may make various references to each other and may display the Marks of the City and Sponsor as well as photographs or graphic images of these activities. Each party grants to the other a non-exclusive, non-transferable license to use its Marks during the Term of this Agreement, subject to the terms and conditions hereafter set forth, solely in connection with advertising and promoting the Events and

activities incidental thereto. The City and Sponsor shall agree in writing as to the form and content of any promotional or advertising materials which bear the other party's Marks, and the media in which such materials are to be used prior to their use, which approval the parties shall not unreasonably withhold. Such use may be subject to such reasonable conditions as either party may impose, including, but not limited to, conditions affording each party adequate protection of its Marks. Upon termination or expiration of this Agreement, both parties shall cease all use of the Marks of the other party as soon as practicable, but, in any event, within 30 days, unless the particular media which has been approved requires a longer lead time, but in no event longer than 90 days.

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

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

- 2.7. Approval of Promotional Concepts. Each party reserves the right to approve all promotional concepts, which the other party wishes to use in connection with its identification with the first party. Under no circumstances will promotions which reflect unfavorably upon the City, or which are prohibited or restricted by law, rule, regulation, or executive order, be approved by the City.
- 2.8. Exclusivity. This Agreement between the City and Sponsor contained herein shall be exclusive. As used herein "exclusive" means that the City will not enter into a contract or other legally binding arrangement conferring sponsorship rights for cellular services 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**.

- 2.9. **Independent Status**. It is agreed and understood between the parties that nothing contained herein shall constitute or imply an agreement or understanding of joint venture, agency, partnership or employment between the parties, and neither party shall have the authority to incur any financial or contractual obligations on behalf of the other 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.
- 2.10. **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**") arising under this Agreement. 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.
- 2.11. **Insurance**.

- 2.11.1. General Conditions: Sponsor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Sponsor shall keep the required insurance coverage in force at all times during the Term of this Agreement, or any extension thereof, during any warranty period, and for one (1) year 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. Upon receipt of notice from any of its insurer(s), Sponsor shall provide the City with written notice of cancellation of any required coverage. Sponsor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement 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.
- 2.11.2. Proof of Insurance: A certificate of insurance shall be supplied to the City upon 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 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. In the event of a claim, the City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- 2.11.3. 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 insureds in connection with this Agreement.
- 2.11.4. Waiver of Subrogation: For all coverages required under this Agreement, Sponsor's insurer shall waive subrogation rights against the City.
- 2.11.5. Subcontractors and Subconsultants: Sponsor shall require all subcontractors to obtain and maintain substantially the same coverage with substantially the same limits as required of Sponsor.

Sponsor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

- 2.11.6. Workers' Compensation/Employer's Liability Insurance: Sponsor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for bodily injury for each accident, \$100,000 for each employee disease claim, and \$500,000 disease policy limit.
- 2.11.7. Commercial General Liability: Sponsor shall maintain a Commercial General Liability insurance policy with limits of \$2,000,000 per occurrence for bodily injury and property damage, \$2,000,000 general aggregate including personal and advertising injury claims, fire damage, and legal liability and \$2,000,000 products and completed operations aggregate.
- 2.11.8. Commercial Automobile Liability: Contractor shall maintain Commercial Automobile Liability with limits of \$1,000,000 combined single limit for each accident involving bodily injury and property damage covering all owned, hired and non-owned vehicles used in performing services under this Agreement.
- 2.11.9. Additional Provisions: For Commercial General Liability, the policies must provide the following:
 - (a) That this Agreement is an Insured Contract under the policy;
 - (b) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (c) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- 2.12. Termination. The City and Sponsor may terminate this Agreement as follows:
 - 2.12.1. If the other party (i.e., the City or Sponsor) commits a material breach of this Agreement and fails to cure said breach after receiving 30 days' notice in writing of the alleged breach from the aggrieved party.
 - 2.12.2. If the other party (i.e., the City or Sponsor) is unable to pay its liabilities when due, or makes an assignment for the benefit of creditors, or files a petition under any federal or state bankruptcy statute, or files a voluntary petition in bankruptcy, or is adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if a trustee in bankruptcy or insolvency is appointed under the laws of the United States government or of the several states.

- 2.13. Effect of Termination. In the event this Agreement expires in accordance with its own Term, or is terminated prior to expiration as set forth above, the City and Sponsor shall cease using the other party's Marks. As soon as practicable after termination, the parties shall use all reasonable efforts to cease distribution of materials or broadcast of television promotional spots and other similar activities that reflect the relationship of the parties or the parties' Marks unless authorized pursuant to a separate written agreement between Sponsor and City.
- 2.14. Miscellaneous General Provisions.
- 2.14.1. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties, as well as their respective successors in interest, whether by merger, reorganization or acquisition.
- 2.14.2. Assignment. Neither party shall assign or transfer its rights, nor delegate its obligations under this Agreement to any third party without the prior written approval of the other party, which may be withheld for any or no reason, with the exception that such assignment may be made without obtaining consent to (i) any affiliate of a party, or (ii) any entity (or its affiliate) acquiring all or substantially all of the assets or stock, by merger or otherwise, of a party or any affiliate of a party. For purposes of this provision, "affiliate" shall mean any entity controlling, controlled by or under common control with the referenced party.
- 2.14.3. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior agreements between the said parties, whether written or oral, no representation, inducement, promises or agreements or otherwise, which are not embodied herein, shall be of any force or effect. This Agreement may not be amended or otherwise modified except by written agreement executed and authorized by all parties.
- 2.14.4. Severability. Any provisions of this Agreement prohibited by law, or found to be invalid by any court or agency having jurisdiction thereof, shall be ineffective to the extent of such prohibition or invalidity, without in any way invalidating or affecting the remaining provisions of this Agreement.
- 2.14.5. Counterparts. This Agreement may be executed in any number of counterparts, who together shall constitute one and the same

instrument, but shall be effective only upon execution by each of the parties named below.

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

CITY:

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

With a copy to:

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

SPONSOR:

VISIBLE SERVICE LLC
1200 17th St., 27th Floor
Denver, CO 80202
Attn: Kirstie Rivard

With a copy to:

VISIBLE SERVICE LLC
1200 17th St., 27th Floor
Denver, CO 80202
Attn: General Counsel

- 2.14.7. Force Majeure. Neither party shall be deemed in default hereunder and neither shall be liable to the other if either is subsequently unable to perform its obligations hereunder by reason of any fire, earthquake, flood, epidemic, accident, explosion, strike, riot, civil disturbance, act of public enemy, embargo, act of God, any municipal, county, state, or national ordinance or law, any executive

or judicial order, or similar event beyond the parties' control; provided, however, that no party shall be entitled to relief under this Paragraph unless such party shall have given the other party reasonable notice of such event, and shall have exhausted all reasonable means of complying or implementing alternative means of compliance with its contractual obligations hereunder.

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

- 2.14.15. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Sponsor, and nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. It is the express intention of the City and Sponsor that any person other than the City or Sponsor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 2.14.16. 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.
- 2.14.17. Electronic Signatures and Electronic Records. Sponsor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[Remainder of page intentionally left blank.]

Contract Control Number: THTRS-201953078-00
Contractor Name: Visible Service LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

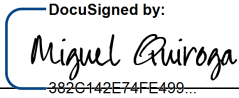
By:

By:

By:

Contract Control Number:
Contractor Name:

THTRS-201953078-00
Visible Service LLC

By:  _____

Name: Miguel Quiroga
(please print)

Title: Visible CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

**Visible
Scope of Sponsorship Benefits
Exhibit A**

RED ROCKS ASSETS

On-site:

- One (1) 10'x10' activation footprint at five (5) concerts mutually agreed upon in writing during each Contract Year.

Mobile Charging Stations:

- Official presenter of charging stations at Red Rocks Amphitheatre. These charging stations will be placed in strategic spots around the Amphitheatre including, but not limited to the Visitor's Center, theatre and the upper plaza. Sponsor will brand these charging stations to meet their needs and goals. Logos and messaging will be developed by Sponsor and is subject to written approval by Denver Arts & Venues.

Signage:

- One (1) co-branded advertisement in Red Rocks pre-concert and intermission slide show during all public, ticketed events.

Social Media:

- Four (4) social media posts to promote on-site activities and encourage attendee engagement. Messaging will be developed by Sponsor and is subject to approval by Denver Arts & Venues.
- A branded Instagram filter will give a snapshot of the weather forecast for each night there is a public, ticketed show.

Digital:

- Presenting partner of the new Trail Mix Video Series. Red Rocks Media will be producing a video series with various artists throughout the Red Rocks concert season. Branding will include 10 second pre-roll spots and logo placement on an intro slide.
- One (1) 300 x 250 homepage ad on the Red Rocks Amphitheatre website.
 - Minimum 300,000 impressions
- One (1) 728 x 90 interior page leaderboard ad on the Red Rocks Amphitheatre website.
 - Minimum 300,000 impressions

Mobile App:

- Presenting Partner of the Red Rocks Amphitheatre mobile app. Sponsor logo will be featured within the app.
- Six (6) geofenced mobile app push notifications to send out offers, promotions, etc.

FlashSeats Seat Locators:

- Mutually agreed upon brand recognition on the back of 200,000 seat locators to be used at public, ticketed events at Red Rocks Amphitheatre.
 - FlashSeats seat locators are required for admission at all ticketed events at Red Rocks Amphitheatre

Hospitality:

- Ticket bank of thirty (30) tickets to Red Rocks concerts. Tickets may be requested in sets of two (2) or four (4) ticket increments.

Branded Concert:

- Opportunity for one (1) owned/branded Red Rocks concert each Contract Year.

Rights to Marks:

- Rights to non-exclusive use of Red Rocks Amphitheatre name and marks for marketing collateral, media and online promotions upon written approval of City for each use.

YOGA ON THE ROCKS ASSETS

On-Site:

- One (1) 10' x 10' promotional footprint during four (4) Yoga on the Rocks events for vendor sampling and/or promotions mutually agreed upon by City and Sponsor in writing.

Signage:

- One (1) slide in the Yoga on the Rocks slideshow.

Digital:

- Logo placement on the Yoga on the Rocks website
- Logo inclusion in the Yoga on the Rocks Know Before You Go email that is sent out before each Yoga on the Rocks event

Hospitality

- Four (4) tickets to each Yoga on the Rocks event.

Rights to Marks:

- Rights to non-exclusive use of Yoga on the Rocks name and marks for marketing collateral, media and online promotions upon written approval of City for each use.

FILM ON THE ROCKS ASSETS

On-Site:

- One (1) 10' x 10' promotional footprint at a minimum of one (1) Film on the Rocks event for vendor sampling and/or promotions mutually agreed upon by City and Sponsor in writing.

Signage:

- One (1) slide in the Film on the Rocks slideshow at every Film on the Rocks event.

Digital:

- Logo placement on the Film on the Rocks website

ARTS COMPLEX ASSETS

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

- A set of three (3) elevators doors in the Arts Complex Galleria for the entire contract term.
 - Sponsor will wrap the inside and outside of three (3) elevator doors in the Arts Complex Galleria.
- Brand and hang one (1) ceiling banner in the Galleria at The Arts Complex for six (6) months each Contract Year.
- Rotating advertisement on all LED screens located inside the Arts Complex venues for the entire contract term.
- One (1) quarter schedule on the digital marquees located outside of the Arts Complex and Convention Center for the entire contract term.

Holidays at the Arts Complex:

- Presenting Partner of the Holidays at the Arts Complex Series taking place from Thanksgiving through January. Sponsor will receive the following promotional benefits:
 - One (1) social post each month from October-January to promote the Holidays at the Arts Complex Series.
 - Arts & Venues will support the Holidays at the Arts Complex Series through various media outlets. (e.g. Westword, Denver Post, select radio)
 - Sponsor will light up the Galleria utilizing GOBOs and blue lights during the run of Holidays at the Arts Complex.

Rights to Marks:

- Rights to non-exclusive use of Denver Performing Arts Complex name and marks for marketing collateral, media and online promotions upon written approval of City for each use.

COLORADO CONVENTION CENTER ASSETS

On-Site:

- Activation of emoticon at the Colorado Convention Center during three (3) mutually agreed upon shows at the Colorado Convention Center during each Contract Year upon mutual written agreement of City and Sponsor.
- Rotating advertisement on the LED screens located within the Colorado Convention Center during the entire contract term.

Exhibit B – Fee Schedule

Invoice Schedule

Sponsor will pay an annual sponsorship fee as outlined below.

Year 1 –\$354,415 - Due 90 days from date of invoice. Invoice will be generated upon execution of agreement.

Year 2 - \$361,503 - Due August 1, 2021

“If the parties mutually agree in writing to extend the term of this Agreement consistent with its terms the following amount shall be paid by Sponsor:”

Year 3 - \$361,503 - Due August 1, 2022

TOTAL SPONSORSHIP FEES: \$1,077,421

ADDITIONAL CONSIDERATION: One (1) promotional experience, service, or package to be given away in an in-market or national promotion mutually agreed upon by City and Sponsor in writing.

Exhibit D

From: Edrich, Matthias M. <Matthias.Edrich@KutakRock.com>
Sent: Thursday, April 16, 2020 9:37 AM
To: Romines, Frank - CAO Senior Assistant City Attorney <Franklin.Romines@denvergov.org>
Cc: Heydman, Laurie J. - CAO Asst City Attorney - Sr <Laurie.Heydman@denvergov.org>
Subject: [EXTERNAL] Visible Services LLC Sponsorship Agreement - RE: Arts and Venues

Hello Frank,

Thank you again for your email. I reviewed the Sponsorship Agreement with Visible Service LLC. The contract provides for advertising, marketing and other sponsorship concessions to the sponsor at Red Rocks Amphitheatre, the Arts Complex and the Colorado Convention Center. As consideration, the sponsor is to pay \$354,415 in the first year of the contract and \$361,503 in the second year of the contract. The contract may be extended for a third year through January 31, 2023 for a third payment to the City and County of \$361,503. The uses under the agreement are non-possessory in nature, in that the agreement does not transfer possession and control of space to the sponsor that is physically separated from other spaces. The uses, together with all other similar non-possessory uses at Red Rocks Amphitheatre, the Arts Complex and the Colorado Convention Center, will not exceed the 2.5% private business use threshold and, for that reason, can be disregarded entirely as private business use. For the purpose of Section 2.5 of the agreement, this is the requested bond counsel approval.

I realized this morning that you do not have an analysis and email response from me yet regarding the Red Bull exclusive sponsorship agreement. I will work on that right now.

Sincerely,

Matthias

Matthias M. Edrich

Kutak Rock LLP

1801 California Street, Suite 3000, Denver, CO 80202

matthias.edrich@kutakrock.com

office: 303.297.2400 direct: 303.292.7887 cell: 720.253.2466

Exhibit E

(exhibit follows)

v·s·ible

v·s·ible

v·s·ible



DENVER
PERFORMING
ARTS COMPLEX



EXHIBIT F
ARTS & VENUES DENVER
VENUE SPONSORSHIP POLICY

Updated March 13, 2020

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

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

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

SPONSORSHIP CATEGORIES

- 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
- Hotel
- Rideshare
- Spirits/Champagne
- Cellular Service

CURRENT SPONSORS

- Southwest Airlines (Red Rocks only)
- Chrysler (Jeep)
- MillerCoors and New Belgium Brewing
- Coca-Cola
- Red Bull
- Eldorado and Dasani
- Stranahan's and Pernod Ricard
- Treasury Wine Estates
- Eco-Products
- Alpine Waste
- Origin Hotel (Red Rocks only)
- Lyft
- G.H. Mumm
- Visible

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

sponsorship categories listed above excluding alcoholic beverages. Except as otherwise stated in this sponsorship policy, the terms and conditions (including the exclusivity provisions) of the Sponsorship Agreement shall remain in full force and effect before, during and after any such event.

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

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

A&V Marketing Department Contacts

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Or

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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Verizon Communications Inc.	
POLICY NUMBER See Certificate Numbe 570081561755			
CARRIER See Certificate Numbe 570081561755	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	AUTOMOBILE LIABILITY						
A				CA 299-19-16 NH - Primary	06/30/2019	06/30/2020	
A				CA 299-19-17 NH - Excess	06/30/2019	06/30/2020	
	WORKERS COMPENSATION						
C		N/A		WC014649149 NY	06/30/2019	06/30/2020	
E		N/A		WC014649144 FL	06/30/2019	06/30/2020	
B		N/A		WC014649145 MA, ND, OH, WI, WY	06/30/2019	06/30/2020	
B		N/A		WC014649147 NJ, TX, VA	06/30/2019	06/30/2020	