

SLOAN'S LAKE METROPOLITAN DISTRICT NO. 2

City and County of Denver, Colorado Events Policy

Statutory Authority:

C.R.S. § 32-1-1001(m)

I. Basis and Purpose:

The Sloan's Lake Metropolitan District No. 2 (the "**District**") recognizes that entities and persons (referred to herein as a "**Promoter**") may desire to conduct an event on property owned by the District, including the plaza depicted and described in **Exhibit A**, attached hereto and incorporated herein ("**Chapel Plaza**" or the "**Plaza**"). The Board of Directors of the District offers the Plaza for general use of the public consistent with the District's authority pursuant to Section 32-1-1001(m), C.R.S., and the adopted rules and regulations applicable to Events then in affect.

II. Permit and Compliance with Applicable Law

A. Application. The Promoter of an Event shall complete the Permit Application on a form provided by the District. The Application shall specify the following: (i) the name and contact information for the Promoter; (ii) a brief description of the proposed Event, including the number of anticipated participants/attendees; (iii) the date(s) and time(s) for the proposed Event; (iv) the anticipated length of time that the Event will take place; (v) if the sale or dispensing of malt, vinous, or spirituous liquor is requested; (vi) a copy of any permit applications or approved permits issued by the City and County of Denver and the Liquor Enforcement Division, Department of Revenue (together, the "**City Permit**") for the same event; and (vii) any additional information the District may reasonably request. Upon receiving the City Permit, the Promoter shall promptly provide a copy of the same to the District.

B. Certificate of Promoter. Concurrently with the submittal of the Application required in Section I.A above, the Promoter shall submit to the District an executed Certificate of Promoter, attached hereto and incorporated herein as **Exhibit C**.

C. Permit Required. No Event shall occur on the Plaza unless the Promoter has obtained all City Permits from the City and provided a copy of the same to the District.

D. Compliance with Law.

1. Prior to the Event, the Promoter shall also obtain any and all required licenses and permits from the State of Colorado, the City and federal government, as well as any department subdivisions thereof. Such

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licenses and permits include, but are not limited to, food, liquor, street occupancy and filming.

2. The Promoter shall adhere to all rules, regulations, policies and permitting procedures of all state, local and federal entities with jurisdiction applicable to the Event.

III. Deposits; Event Fee

A. Generally. The Promoter shall be responsible for offsetting any and all management, administrative, legal, maintenance, District Improvements repair and/or replacement, and other liability costs, including those resulting from any claims asserted by third parties, incurred by the District arising from or in connection with the Event.

B. Event Fee. To provide for the continued administration of events and maintenance and upkeep of District Improvements, the Promoter shall pay a non-refundable Event Fee as set forth in the adopted Events Fee Schedule, which the District may amend, from time to time.

C. Event Deposit. The Promoter shall submit a deposit in an amount of set forth in the Events Fee Schedule (the “**Event Deposit**”). The Event Deposit shall be used to pay expenses incurred by the District related to the Event including administrative costs, pre- and post-event inspections and maintenance services provided during and after the Event. In the sole discretion of the District, the amount of the Event Deposit may be increased or decreased depending upon the following factors: (i) expected disruption of normal residential and commercial activity by the Event; (ii) length of time of the Event; (iii) number of expected participants for the Event; and (iv) any other matters deemed relevant by the District.

D. Application of Deposits; Excess Costs.

1. If the District incurs management, legal, administrative and/or maintenance costs in association with an Event in excess of the Event Deposit, the District, in its sole discretion, may: (i) submit an invoice to the Promoter for such excess costs, which shall be due and payable within thirty (30) days after delivery of the invoice; or (ii) utilize any available Event Deposit funds to pay the excess costs.

2. If the District incurs District Improvements repair and/or replacement costs or other liabilities in excess of the Event Deposit, the District, in its sole discretion, may: (i) submit an invoice to the Promoter for such excess costs, which shall be due and payable within thirty (30) days after delivery of the invoice; or (ii) utilize any available Event Deposit funds to pay the excess costs.

3. Any amount of the Event Deposit not used by the District shall be returned to the Promoter within forty-five (45) days of the conclusion of the Event.

4. In the event that the Promoter does not comply with this Events Policy, the District has the right, subject to its reasonable discretion, to keep all or any portion of the Event Deposit.

E. Payment of Deposits/Fees. Concurrently with the submittal of the Notice required by Section I.A, the Promoter shall submit to the District the Event Deposit, if applicable, and the Event Fee, payable to:

South Sloan's Lake Metropolitan District No. 2
Attn: Ann Finn
c/o Public Alliance LLC
405 Urban Street, Suite 310
Lakewood, CO 80228

Any fees paid to the District are separate and independent of any fees payable/owed to the City, State of Colorado, or other regulatory entity having jurisdiction over the Event.

IV. Community Notification; Marketing; Signage

A. The Promoter shall comply with the Event Notification requirements of the City and provide the District with a copy of the Event Overview Information flyer not less than forty-five (45) days prior to the Event.

B. Signs, banners, decorations and canopies may not be attached to trees, shelters, poles, buildings, bollards, planters, light fixtures, play swing structure, bike racks, or any other District Improvements, unless previously approved by the District and the City in writing. Blocking public areas such as sidewalks, parking lots, paths, roadways and pedestrian walkways is strictly prohibited, except as described in the City Permit issued by the City. Any damage to said items shall be the sole responsibility of the Promoter.

C. Event marketing signage shall be placed only on private property with the approval of the property owner or tenant or in locations approved by the District in advance.

D. The District retains the right to impose additional fees, tolls, or charges to authorize signage on District property.

V. Traffic Control

A. Street closure and pedestrian signage and barricades or other similar traffic control devices may be placed no earlier than the morning of an Event.

B. Restricted parking signs may be placed no earlier than 24 hours before the date on which an Event will be held.

C. All street closure and pedestrian signage and barricades or other similar traffic control devices and restricted parking signage must be removed at the conclusion of the Event.

VI. Duration of Event

- A. All evening Events must end by 9 P.M. if they occur during a weeknight (Sunday – Thursday).
- B. All evening Events must end by 10 P.M. if they occur during a weekend (Friday – Saturday).
- C. No Event shall begin prior to 7 A.M. regardless of whether it occurs on a weekday or on the weekend.
- D. There shall be a time limit of ten (10) consecutive hours during a day for the holding of any single Event; additional time may be available for the set-up and breakdown of any required Event materials.
- E. Permission may be granted by the District, in its sole discretion, to extend the beginning and/or ending times of any Event, as described in Sections IV.A-D above, or to provide for nighttime Events, if necessary, and if such extension would not unduly disturb or disrupt the surrounding residential and commercial community.
- F. Ingress and egress to private residences and businesses, as well as emergency street and building access, must be maintained at all times for the entire duration of any Event.

VII. Loudness of Event

- A. Any and all Events shall adhere to the decibel limits set forth in the City’s municipal code, Section 36-1, *et seq.*, as it may be amended from time to time.
- B. If deemed necessary by the District or otherwise required pursuant to the City’s municipal code, as may be amended, the Promoter shall arrange for at least one (1) decibel reader to be provided on-site of the Event. The Promoter shall make readings of the decibel reader(s), which shall be made on a periodic basis of at least once per hour for the duration of the Event to ensure that the City’s prescribed decibel limits are not being violated.
- C. Amplified sound (i.e., public address systems or music speakers), is prohibited except under a City Permit or Assembly Permit issued by the City designating limited hours for operation of such amplified sound. City Environmental Health sound ordinances, as may be amended from time to time, must be adhered to at all times.

VIII. Security and Restroom Facilities

- A. A Promoter shall hire, at its own expense, professional security services for any and all Events involving the consumption of alcohol and/or when there are more than one hundred (100) people anticipated to attend and/or participate.
- B. The Promoter shall arrange for the employment of at least one (1) security guard per one hundred (100) people attending and/or participating in the Event.

C. The Promoter shall provide, at its own expense, at least two (2) portable restroom facilities (i.e. “Port-o-Johns,” or other similar facility) per one hundred (100) people anticipated to attend and/or participate in the Event. The placement of such portable restroom facilities shall be subject to the prior approval of the District. Portable restroom facilities may be placed at locations designated by the District and secured for wind no earlier than 24 hours prior to an Event and must be removed by 12:00 p.m. the day following the Event.

D. The District retains the right to charge an additional fine, as set forth in the adopted Event Fee Schedule, for any spillage or waste resulting from portable restroom facilities.

IX. Waste Management

A. The Promoter shall be responsible for properly disposing of all trash, waste, recycling, compost, garbage, or refuse off-site at the conclusion of an Event and shall not remain on-site overnight under any circumstances. If an Event is multiple days, the Promoter shall be responsible for properly disposing of all trash, waste, recycling, compost, garbage, or refuse off-site daily.

B. The Promoter shall be responsible for supplying, at the Promoter’s own expense, the waste receptacles for the Event.

C. All debris shall be cleared from the ground, street, landscaping, hardscaping, planters, benches, and sidewalks at the conclusion of an Event.

D. The District retains the right to charge an additional fine, as set forth in the adopted Event Fee Schedule, for violations of waste management and community cleanliness under this Section.

X. Insurance

A. All Promoters must provide a certificate of insurance coverage to the District indicating the issuance of a valid insurance policy with the following conditions:

1. Commercial general liability coverage of an amount not less than \$1,000,000 per incident, \$2,000,000 aggregate;

2. The District (and, if applicable, any consultant engaged by the District to implement and enforce this Events Policy) must be designated as an “additional insured” under the insurance policy; and

3. At least thirty (30) days prior notice must be provided to the District prior to the insurance policy being cancelled, modified or terminated.

B. The District or City may impose further insurance requirements depending upon the potential disruptive nature of the Event or its reasonable potential for personal or property damage.

C. Concurrently with the submittal of the Notice required by Section I.A, the Promoter shall submit to the District the certificate of insurance coverage.

XI. Pre- and Post-Event Walkthrough

A. The Promoter shall arrange for a pre-event walkthrough with the designated District representative immediately prior to the beginning of the Event to identify any pre-existing damage to District Improvements.

B. The Promoter shall arrange for a post-event walkthrough with the designated District representative immediately upon the conclusion of the Event to identify any damage to the District Improvements not identified during the pre- event walkthrough.

XII. Denial of Permit

A. Failure of any Promotor to adhere to the Events Policy or Permit requirements on more than one (1) occasion will result in the automatic denial of future Event Permits for 12 months. Repeated violations of the Events Policy may result in permanent denial of any future Event Permits.

XIII. Miscellaneous

A. Section IV through Section VII of this Events Policy are the minimum requirements applicable to an Event. If the City, either through ordinance or through the City Permit, imposes more stringent requirements than those in Section IV through Section VII, the City's requirements shall apply.

B. The Promoter shall be responsible for his/her/its actions and the actions of any gathering invitees/attendees/participants.

C. Motorized vehicle traffic is strictly prohibited.

D. It is unlawful for any person, other than duly authorized personnel, to mark, remove, break or climb upon or in any way injure, damage or deface the trees, shrubs, sculptures, plants, turf or any of the buildings, fences, monumentation, fountains or other structures, appurtenances or property within or without the District.

E. This Policy may be revised at any time by the Board of Directors of the District, subject to applicable law.

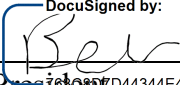
F. If any of the provisions of this Events Policy, not including those provisions discussed in Section IX.A, conflict with any City Ordinance or City Permit for an Event within the Plaza, the City Ordinance or the City Permit will take precedence over this Events Policy.

G. All notices or other information the Promoter is required to provide to the District must be sent to:

South Sloan's Lake Metropolitan District No. 2
Attn: Ann Finn
c/o Public Alliance LLC
405 Urban Street, Suite 310
Lakewood, CO 80228
Email: ann@publicalliancellc.com
Telephone: (720) 213-6621

ADOPTED at a meeting of the Board of Directors of the South Sloan's Lake Metropolitan District No. 2 on May 17, 2024.

SOUTH SLOAN'S LAKE METROPOLITAN DISTRICT NO. 2

By:  _____
President

Attest:

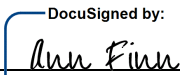
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Secretary

EXHIBIT A
A MAP OF THE PLAZA

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EXHIBIT B IMPROVEMENTS

District owned improvements and infrastructure within the Plaza include:

1. Chapel
2. Concrete pavers
3. Concrete foundations
4. Waterproofing elements
5. Site walls and fencing
6. Planter pots
7. Landscaping
8. Lighting
9. Signage
10. Fixed seating
11. Handrails and guardrails

EXHIBIT C
CERTIFICATE OF PROMOTER

(Must be submitted concurrently with the Notice required in
Section I.A of the Events Policy)

Promoter certifies that he/she/it received, read and will comply in all respects with the Events Policy of South Sloan's Lake Metropolitan District No. 2 (the "**District**").

Enclosed is/are the following:

- Event Deposit in the amount of \$ _____.
- . Event Fee in the amount of \$ _____.

By signature of the authorized representative below, Promoter hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees, harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys' fees and costs, arising out of the death or bodily injury to persons or damage to property resulting or arising from Promoter's use of the Plaza.

PROMOTER

By: _____
Name: _____
Title: _____
Date: _____