

Wynkoop Plaza Use Permit Guidelines

Introduction

These Wynkoop Plaza Use Permit Guidelines (“Guidelines”) are promulgated by Wynkoop Plaza Events LLC, a Colorado limited liability company (“WPE”), pursuant to that certain Event Planning Services Agreement for Wynkoop Plaza dated July 21, 2015, between WPE and the Regional Transportation District, a political subdivision of the State of Colorado (“RTD”), pursuant to which WPE has agreed to perform for and on behalf of, and has been granted a license by, RTD to undertake various event planning services for and issue use permits (each individually a “Use Permit” and collectively, “Use Permits”) to various parties from time to time for special event and programming uses in Wynkoop Plaza, located at the Denver Union Station in the City and County of Denver, Colorado (“DUS”). RTD has promulgated the Wynkoop Plaza Rules, Regulations and Procedures dated July 1, 2015 (as amended, modified, extended, replaced and substituted from time to time, the “RTD Wynkoop Plaza Rules and Regulations”), which RTD Wynkoop Plaza Rules and Regulations specify which activities and conduct are allowed on Wynkoop Plaza and which activities require a Use Permit. These Guidelines explain how to obtain a Use Permit for Wynkoop Plaza. In the event of any conflict between these Guidelines on the one hand, and the RTD Wynkoop Plaza Rules and Regulations on the other hand, the RTD Wynkoop Plaza Rules and regulations shall govern and control.

Applications

(See “Wynkoop Plaza Application for Special Events, Programming and Non-Commercial Use Permit”)

A Use Permit application must be submitted for any commercial activity or any of the following activities:

- The activity is directed at broad public participation that reasonably could involve a gathering of more than 20 people at any one time; or
- The activity requires any equipment be placed on the ground, such as tables, chairs, boxes, or coolers, other than the street furniture already existing on the plaza; or
- The activity is a private gathering that reasonably anticipates more than 20 people in attendance or that reasonably anticipates more than 5 people in attendance and is expected to last longer than 4 hours.

Use Permits are issued on a first-come, first-served basis according to availability and operational requirements in accordance with established guidelines and procedures. Use Permits are not denied based on the content of the activity or expression but may be subject to reasonable time, place and manner restrictions.

Use Permit applications must be received a minimum of 30 days in advance but in no event more than 180 days in advance. Rush processing fees will apply to Use Permit applications received less than 30 days in advance. For rush applications, additional documentation may be required from the applicant to confirm that they will be able to comply with these Guidelines in spite of the shortened planning time. Copies of supplier agreements may be required to verify contracted services.

Fees

Application fees are due at the time of the application. Use Permit Fees and Security Deposit are due within 60 days of the application date, but no later than 30 days in advance of the event. Rush applications for Use Permits less than 30 days in advance of the event will require that the Use Permit

Fee and Security Deposit be paid within 3 days of the application, but not later than 2 business days before the permitted event.

Date Availability and Blackouts.

In accordance with applicable law, WPE may block out or otherwise limit access to certain dates or hours of operation. In accordance with applicable law, an application for a Use Permit may be denied because the time requested has been blocked out.

Insurance

Use Permit holders must provide insurance as described on the attached “*Wynkoop Plaza Insurance Requirements*”.

Use Permits

A Use Permit will be issued only for those activities and for the time period specifically stated in the Use Permit. The Use Permit must be in the possession of the Use Permit holder while the site is in use. Use Permits are non-transferable and non-refundable. WPE reserves the right to limit, change and/or revoke the use Permit in the event of an emergency, a significant maintenance or improvement project that will impact access to the Wynkoop Plaza, the occurrence of any Force Majeure Event (hereinafter defined), or non-compliance of the Use Permit holder with the ***Wynkoop Plaza Rules, Regulations and Procedures***, including these ***Guidelines***.

Attendee Conduct

The Use Permit holder is responsible for his/her actions and the actions of attendees.

Capacity

The maximum capacity allowed by Use Permit is 500 attendees, depending on the Use Permit category requested. Events with anticipated attendance of more than 500 should contact WPE in advance to discuss options available.

Access

Access must be maintained to Denver Union Station Historic Building, the North Wing Building, the South Wing Building, the utility and access corridor, and the pedestrian bridge. The building entrance area and building buffer zones shall remain clear of any obstruction. If Use Permit holder requests a closure of any portion of Wynkoop Street between 16th & 18th Streets, they must work closely in advance with WPE, the Crawford Hotel and the valet parking operator on a mutually acceptable access plan to minimize impact on those businesses.

Weight Limits

No equipment exceeding 250 pounds is permitted on Wynkoop Plaza, subject to RTD pre-approved conditions. (See “***Wynkoop Plaza Rules, Regulations & Procedures***”)

Vehicular Access

Motorized vehicles are prohibited on Wynkoop Plaza.

Bicycle Parking

Use Permit holder is required to provide bike parking if there is a reasonable expectation of more than 15 attendees on bicycles. The limited number of bike parking racks that are permanently located on

Wynkoop Plaza are for the use of the general public and cannot be used in place of or to supplement event requirements.

Fencing or barricades

Chain link fencing and traffic barricades cannot be used on Wynkoop Plaza. Bike barricade, French fencing, or other decorative fencing/barricades may be used to establish event perimeters, crowd control, liquor licensed areas, etc. The fencing plan and exceptions, if any, must be approved by WPE in advance.

Security

The number of police officers and/or private security staff required is based upon the type of event, expected attendance, sales, cash handling, alcohol sales or consumption, and traffic control (if all or any portion of Wynkoop Street is closed.) The cost for hiring security is the responsibility of the Use Permit-holder.

Restroom Facilities

When applicable, the Use Permit holder is responsible for providing an adequate number of portable toilets, trash receptacles, and hand-sinks. Portable toilets are to be placed on a hard surface per WPE approval. Public restrooms inside Denver Union Station Historic Building and the adjacent buildings on Wynkoop Plaza may not be used in place of or to supplement event requirements. Portable toilets cannot be delivered before 6:00 p.m. the day before the event and must be picked up by 10:00 a.m. the day following the event. This includes events that begin and/or end on a weekend. The Use Permit-holder must submit a plan in advance for approval by WPE of the delivery and removal schedule, and the number of and placement of portable toilet and hand-washing facilities.

Amplified Sound

Amplified sound must comply with Denver Environmental Health sound ordinances and is permitted only between the hours of 9:00 a.m. and 9:00 p.m. daily.

Commercial Vendors

Commercial vendors must attend the Denver Environmental Health Vendors meeting and abide by all procedures, policies, rules and regulations. Food vendors must contact Denver Environmental Health for proper licensing and approval. Under the Wynkoop Plaza Rules, Regulations and Procedures, commercial vendors are allowed only under a special event permit and separate commercial vending permits are not available at this time.

Alcohol

Alcohol sales and consumption are allowed by Use Permit only*. Alcoholic beverage sales require special licensing and must comply with all state liquor laws.

***Please note that alcohol sales are not currently allowed on Wynkoop Plaza. Hosted alcohol is allowed with appropriate liquor license.**

Food

Food sales and/or serving are allowed by Use Permit only and may require additional trash and portable toilet facilities, as well as post-event clean-up.

Signage/Banners

Signs, banners and decorations may not be attached to trees, light fixtures, buildings, or other Wynkoop Plaza structures (including permanent Wynkoop Plaza signage, railings, and bike racks)

Tents

Maximum tent size is 20' x 20'x 12' and size and height restrictions may apply depending upon tent location. Tents may not be positioned in a way that backs up to the buffer zones of restaurants facing Wynkoop Plaza. Tent placement must be approved in advance by WPE.

Staking is prohibited; weights, including water, lead, and sand are allowed to secure tents. No person shall damage or permanently alter RTD property; no ropes shall be anchored to any elevated surface; and no stakes shall be driven into the surface of RTD property or any appurtenance thereto.

Trash Receptacles and Removal

Any and all materials, including equipment, trash, and recycling, that are brought onto Wynkoop Plaza shall be removed upon departure.

Miscellaneous furnishings and other equipment

The use of any furnishings, such as chairs or tables, or other large equipment such as a temporary stage, must be identified in the Use Permit application and approved by RTD prior to issuance of the Use Permit. Any such furnishings or equipment not specifically approved in the Use Permit will not be allowed unless a modification to such Use Permit is approved by RTD.

Pre-event Walk Through

The pre-event walk through must be scheduled by the Use Permit holder with WPE and must be completed no later than 10 business days prior to the event. The Use Permit will not be issued to the Use Permit holder until the pre-event walk through is complete.

Set-up and Tear-down

Set-up and Tear-down must occur between 7:00 a.m. and 10:00 p.m. and may not include amplified sound (including announcements or sound tests) in those hours that are outside the allowed times for amplified sound. This includes delivery and removal of equipment.

Post-event Walk Through/Final Clean-up

The Use Permit holder must meet with WPE the day after the event for a final walk through regarding clean-up and any damages. Failure to comply can and will result in additional clean-up charges.

Reopening of Wynkoop Plaza

At the end of each event, the plaza is to be restored to its original state and reopened. This includes but is not limited to site clean-up, event equipment removal, trash removal, and barricade/fence removal.

Event Organizer on Site

The event organizer must remain on site until all vendors have left the area, equipment is removed, and breakdown and clean-up is complete.

Waiver of Damages and Premises Liability; Indemnification

By submitting an application for a Use Permit and being issued a Use Permit, the applicant/permit holder, for itself, its members, officers, directors, shareholders, partners, employees, agents, successors

and permitted assigns (collectively, the "Releasors") hereby: (i) waives, releases, relinquishes and forever discharges any and all claims, suits, actions, damages (whether actual, direct, indirect, special, consequential, punitive or otherwise), losses, costs and expenses (including, without limitation, attorney's fees and costs), whether foreseen or unforeseen, accrued or un-acrued, known or unknown, fixed or contingent, that any of such Releasors may now have or hereafter acquire against WPE, RTD and/or any of their respective officers, directors, employees, agents, successors and assigns (collectively, "Releasees"), in each case arising out of or resulting from (A) any personal or bodily injury and/or property damage suffered or incurred by any Releasors as result of their use of Wynkoop Plaza in accordance with any Use Permit for Wynkoop Plaza issued pursuant to these Guidelines, it being understood by the applicant/permit holder that by applying for and obtaining a Use Permit for Wynkoop Plaza the applicant/permit holder accepts Wynkoop Plaza in its present AS IS WHERE IS WITH ALL FAULTS condition and further assumes all risk of personal or bodily injury and/or property damage resulting from its use of Wynkoop Plaza pursuant to such Use Permit; and/or (B) WPE's and/or RTD's alleged breach or default under any Use Permit, it being understood that applicant's/permit holder's sole remedy for any such claimed or alleged breach or default by WPE and/or RTD under any Use Permit shall be to seek reimbursement of any application and/or Use Permit fees collected by WPE in connection with such Use Permit, applicant/permit holder hereby waiving any right to an injunction, specific performance or other equitable or judicial relief; and (ii) agrees to defend, indemnify and hold Releasees harmless from and against any and all claims, damages, suits, losses, costs and expenses (including, without limitation, attorneys' fees and costs) suffered or incurred by Releasees and arising out of or resulting from any (A) breach or default by such applicant/permit holder under the Use Permit issued by WPE to such applicant/permit holder pursuant to these Guidelines; (B) personal or bodily injury and/or property damage suffered or incurred by any person or entity as a result of such applicant/permit holder's use of Wynkoop Plaza pursuant to such Use Permit; and/or (C) environmental contamination of Wynkoop Plaza resulting from such applicant/permit holder's use of Wynkoop Plaza pursuant to such Use Permit. The foregoing releases, waivers and indemnities shall be included in all Use Permits issued pursuant to these Guidelines.

Force Majeure

In the event of the occurrence of any of the following unforeseeable events or circumstances beyond the reasonable control of WPE which delay or prohibit applicant/permit holder's use of Wynkoop Plaza in accordance with the terms and provisions of the Use Permit (each a "Force Majeure Event"): civil disturbances, war, acts of terror, invasion, sabotage, strikes, lockouts, labor disputes, unavailability of materials, acts of God, changes in governmental requirements, adverse weather conditions, unforeseen subsurface conditions, delays caused by casualty to Wynkoop Plaza or any improvements located on, in or underneath Wynkoop Plaza, or delays caused by governmental entities in issuing permits not caused by WPE, then, upon the occurrence of any such Force Majeure Event, WPE may cancel or revoke the Use Permit and WPE and applicant/permit holder shall thereafter have no further liability to each other, except for any liabilities or obligations of applicant/permit holder that, by their express terms, survive the termination or expiration of such Use Permit.

Severability

If any term or provision of these Guidelines, or the application thereof to any person or circumstance shall be invalid, or unenforceable to any extent, the remainder of these Guidelines, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected thereby, and each term and provision of these Guidelines shall be valid and be enforced to the fullest extent permitted by law.

Conflict Between Use Permit and These Guidelines

In the event of any conflict between a Use Permit on the one hand, and these Guidelines on the other hand, the terms and provisions of such Use Permit shall govern and control the respective rights, duties and obligations of the parties thereto.

Obligations of Use Permit Holder's Contractors, Suppliers and Other Vendors to WPE and RTD under Use Permit

Each agreement entered into between a Use Permit holder and any contractor, supplier or other vendor thereof (collectively each a "Vendor") in connection with such Use Permit holder's use and enjoyment of Wynkoop Plaza pursuant to a Use Permit issued therefor shall require such Vendor to discharge for the benefit of WPE and RTD all of those covenants, duties and other responsibilities that such Use Permit holder agrees to discharge under such Use Permit toward WPE and RTD, including, without limitation, provisions of indemnification of WPE and RTD, maintaining of insurance in the amounts and coverages required by such Use Permit and these Guidelines, and compliance with all laws, statutes, codes, rules, ordinances, regulations and other legal requirements applicable to such Use Permit holder's use and enjoyment of Wynkoop Plaza or as otherwise required pursuant to such Use Permit.

WYNKOOP PLAZA INSURANCE REQUIREMENTS

Use Permit holders must provide insurance as described below. Additional insured shall be Regional Transportation District (RTD) and **Wynkoop Plaza Events, LLC, Inc. (WPE)**.

- A. The Use Permit holder shall maintain to the date of termination of the Use Permit, including any extensions of the term, statutory workers' compensation insurance coverage, commercial general liability insurance coverage and automobile liability insurance coverage in amounts set forth below in this section. RTD and WPE each shall be named as an additional insured on the Use Permit holder's commercial general liability insurance by endorsement thereto. Any such policy of insurance obtained to comply with this Section shall provide that RTD and WPE shall receive thirty (30) days' written notice prior to the policy's cancellation, non-renewal or modification to any provisions of such policy affecting the insurance coverage requirements under the Use Permit.

- B. Prior to the Event, the Use Permit holder shall provide WPE with a certificate or certificates evidencing the insurance required by this section, as well as the amounts of coverage for the respective types of coverage. If the coverage required under this section expires during the term of the Use Permit, the Use Permit holder shall provide replacement certificate(s) evidencing the continuation of the required policies.

- C. Insurance Coverage Specifications.
 - i. Workers' Compensation Insurance in accordance with applicable law, including employers' liability.

 - ii. Commercial general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate. Coverage shall include all major divisions of coverage and be on a comprehensive basis including:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. blanket contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. explosion, collapse and underground; and
 - i. care, custody and control coverage.

 - iii. Commercial automobile liability insurance in amount of \$1,000,000.00 combined single limit bodily injury and Wynkoop Plaza damage, each accident covering any auto.

 - iv. All coverages specified above shall waive any right of subrogation against RTD, WPE and their directors, officers and employees. The policies shall state: "Permission is expressly granted to the insured to waive any right of subrogation against an individual, firm or corporation, provided such waiver is executed in writing prior to any occurrence giving rise to claims hereunder."

- v. Commercial liability insurance coverage shall state that such coverage is primary and not contributory to any liability insurance coverage maintained by RTD an
- D. Each Use Permit holder shall require all of its Vendors to obtain the insurance coverages required of such Use Permit holder hereunder and in any related Use Permit in the same amounts and on the same terms and conditions as are set forth herein and in any such Use Permit.