

**LEASE AND MANAGEMENT AGREEMENT
FOR PUEBLO ICE ARENA**

THIS LEASE AND MANAGEMENT AGREEMENT ("Agreement") is entered into this 5th day of August, 2022 ("Effective Date"), by and between the City of Pueblo, a Municipal Corporation, with an address of 1 City Hall Place, Pueblo, Colorado 81008 ("City") and the Pueblo Bulls Hockey Club, Inc., a Colorado corporation, with an address of 1755 Telstar Drive, Suite 300, Colorado Springs, Colorado 80920 ("Manager").

RECITALS

WHEREAS, the City owns and operates an ice rink and stadium area which is open to the public and located on the premises commonly known as Pueblo Ice Arena, 100 N. Grand Avenue, Pueblo, Colorado 81003 (the "Ice Arena"); and

WHEREAS, there is located on the Ice Arena a concession area; and

WHEREAS, the City desires the services of Manager to occupy, manage, operate, and maintain the Ice Arena, including the concession area and any liquor licensed premises; and

WHEREAS, Manager has the requisite skill and experience and warrants it can operate the Ice Arena and all of its amenities, including the concessions area and any liquor licensed premises.

In consideration of the foregoing recitals, and the terms and conditions set forth herein, the parties agree as follows:

TERMS AND CONDITIONS

SECTION 1. DEFINITIONS.

As used herein, the following words and phrases shall have the following meanings:

- (a) "Leased Premises" means and includes the entire Ice Arena and its facilities. The Leased Premises shall include the locker rooms, offices, ticket office, skate rental and sharpening room, restrooms, Concession Area (as defined below), and other facilities, the floor plan for which is attached hereto and incorporated herein as Exhibit A.
- (b) "Concession Area" means the concession stand and associated facilities located in the Leased Premises.

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- (b) "Concession Area" means the concession stand and associated facilities located in the Leased Premises.

- (c) "Director" means the City's Director of Parks and Recreation or any person that the Director of Parks and Recreation may authorize to act in his or her stead.
- (d) "Sponsorship Contract" means any contractual arrangement in which a third party business pays for the right to have its product used or sold at the Leased Premises, or to place advertising signs, banner, and other materials at the Leased Premises.
- (e) "Sponsorship Events" means events, promotions, parties, celebrity appearances, social functions, tournaments, contests, product demonstrations, product promotions, and other events at the Leased Premises, or the placement of advertising signs, banners, announcements, and similar materials at the Leased Premises under a Sponsorship Contract.

SECTION 2. EXHIBITS TO AGREEMENT.

Exhibit A: Leased Premises and Concession Area Floor Plan.

Exhibit B: List of City's Property - Inventory.

Exhibit C: PERA Questionnaire.

Exhibit D: Pueblo Ice Arena Rules & Regulations

SECTION 3. GRANT OF RIGHT TO OCCUPY AND OPERATE LEASED PREMISES.

City grants to Manager as an independent contractor the exclusive right to occupy, use, and operate the Leased Premises, subject to:

- (a) The City's right to enter the Leased Premises without notice to Manager to inspect the Leased Premises, to perform maintenance, and to carry out any other action of City.
- (b) Manager shall be responsible for the repair, maintenance, and replacement of all equipment, including, but not limited to, the primary Zamboni, backup Zamboni, and all appliances and other equipment in the Concession Area. Concession Area appliances are devices or pieces of equipment designed to perform a specific task, including, but not limited to, refrigerators, freezers, stoves, fryers, mixers, and microwaves. Any replacement of kitchen appliances must be approved by the Director prior to such replacement, and any such replacement will be at the sole cost of Manager. All appliances are fixtures owned by City, a record of which shall be kept in the Inventory (later defined and incorporated herein as Exhibit B).

- (c) The City's right to enter into Sponsorship Contracts without notice to Manager. Manager shall comply with all terms of any Sponsorship Contracts, including but not limited to using or selling the sponsor's product and/or placing advertising signs, banners, and other materials at the Leased Premises.
- (d) The City's right to inspect all of Manager's records, including but not limited to sales receipts, inventory lists, purchase orders, payroll, financial records, tax returns, and bank statements of Manager, or any subcontractor contracted by Manager to operate all or a portion of the Leased Premises. Manager shall submit a quarterly financial report to the City, to be reviewed by the City's Finance Department.
- (e) All other terms of this Agreement. Any agreement between Manager and a subcontractor must include a provision reserving all of the City's rights under this Agreement and law, and the subcontractor agreeing thereto.

SECTION 4. PAYMENTS AND RENT.

- (a) City will pay Manager for management of the Ice Arena and all services to be performed by Manager under this Agreement, except for services for additional work or work beyond the scope of this Agreement, the following amounts for the following years:
 - i. Year 1: August 29, 2022 through August 28, 2023; \$300,000.00
 - ii. Year 2: August 29, 2023 through August 28, 2024; \$225,000.00
 - iii. Year 3: August 29, 2024 through August 28, 2025; \$150,000.00
 - iv. Year 4: August 29, 2025 through August 28, 2026; \$75,000.00
 - v. Year 5: August 29, 2026 through August 28, 2027; \$0.00 (no management payment)
- (b) The first payment of \$150,000.00 shall be due within forty-five (45) days of both parties executing this Agreement, and the remaining \$150,000.00 shall be due six months later. Each annual payment thereafter for Year 2, Year 3, and Year 4 shall be due biannually in equal installments.
- (c) At least thirty (30) days prior to the next biannual period, but not more than sixty (60) days, Manager will submit an invoice for payment at a rate of not more than half of the yearly sum, unless otherwise agreed upon in writing, for actual professional services rendered. Applications for payment shall contain appropriate documentation showing that services have been performed and appropriate expenses incurred in the previous biannual period. Thereafter, City shall pay Manager for an undisputed invoice within forty-five (45) days of the date such

application is received. City may offset any payments to Manager by amounts due to City, including but not limited to any unpaid sales tax or municipal fee that Manager has failed to remit, and any costs enumerated in paragraph (d) directly below.

- (d) Should City need to employ mechanic, manager, or other personnel on the Leased Premises to assist Manager with its operations or maintenance, the salary and other associated costs, including but not limited to insurance premiums, chemicals, or supplies, of said City employees shall be deducted from any monies to be paid to Manager. Manager is encouraged, but not required, to employ the persons City laid off due to Manager taking over management and operation of the Licensed Premises.
- (e) Beginning in Year 6, August 29, 2027 through August 28, 2028, Manager shall pay City \$5,000.00 per month as rent due for the use of the Leased Premises. Beginning August 29, 2028, Manager shall pay to City \$5,500.00 per month as rent due, subject to an annual consumer price index ("CPI") adjustment as set forth below. Rental rates starting in Year 6 may be subject to further negotiation between the parties.
- (f) Following Year 7, August 29, 2028 through August 28, 2029, the rents for the Leased Premises shall be increased biennially based upon the CPI for all urban consumers, CPI-U (all items 1982-1984=100) or comparable index if the Department of Labor changes or modifies the CPI-U or no longer publishes the CPI-U. The rent shall be increased by a percentage equal to the percentage increase in the CPI-U during each preceding two-year period over the comparable CPI-U for the first month of each 2-year period. If there is no percentage increase in the CPI-U for any preceding 2-year period, the rents will remain the same as the preceding 2-year period for the next 2-year period. In no event, shall the percentage increase for the rents be greater than five percent (5%).
- (g) All rent shall be due without notice, offset, or deduction on the first day of each month, and shall be payable at the place designated in this Agreement for Notice to City. Rent shall be paid to City of Pueblo, Finance Department, 1 City Hall Place, Pueblo, Colorado 81003. All late rent, fees, and other sums due under this Agreement shall bear interest at the rate of eight percent (8%) per annum from the date the sum first becomes due, compounded monthly.
- (h) No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise agreed to.

- (i) No compensation shall be paid to Manager for services required and expenditures incurred in correcting Manager's mistakes or negligence.

SECTION 5. UTILITIES.

Manager shall pay before delinquent the charges for all utilities, including but not limited to, water, gas, electric, cable, satellite, and internet.

SECTION 6. SECURITY DEPOSIT.

- (a) At the beginning of Year 6 on August 1, 2027, Manager will submit and City shall retain a deposit in the sum of \$5,000.00 to ensure performance of its obligations under this Agreement. In the event that Manager fails, neglects, or refuses to pay any rent, fee, or other sum due, or fails to perform any obligation under this Agreement, then City may, in its sole and absolute discretion, draw from this security deposit to remedy Manager's default. Nothing contained in this Agreement shall require City to remedy Manager's default in this manner, and City may instead, in its sole and absolute discretion, refuse to remedy Manager's default by drawing on the security deposit, and instead pursue the remedies for default provided in this Agreement or by law.
- (b) In the event that City draws from this security deposit to remedy Manager's default, City shall notify Manager in writing and require Manager to replenish the deposit to its original level. Failure of Manager to comply with this section shall constitute a material breach of this Agreement.
- (c) Within sixty (60) days after this Agreement expires or terminates, City shall refund to Manager the security deposit, less any portion of the security deposit that City has applied to remedy any of Manager's defaults under this Agreement, including but not limited to unpaid rent, other sums due under this Agreement, and any damages or cleaning that may be required, whether discovered during the term of this Agreement or afterward.

SECTION 7. CITY TO PROVIDE CERTAIN CAPITAL IMPROVEMENTS, EQUIPMENT, AND MAINTENANCE.

- (a) City has paid for certain capital improvements to the Leased Premises and purchased the equipment and supplies presently located on the Leased Premises, including, but not limited to, the ice rink, primary Zamboni, backup Zamboni, stoves, ovens, furniture, bars, freezers, and the like, for Manager's use on the Leased Premises. All such improvements, equipment, and supplies shall remain property of the City and shall be returned to the City upon termination or expiration of this Agreement. Manager shall confirm that all equipment and supplies are

tagged with City identification within one (1) month of signing of this document. Any capital improvements, equipment, or other supplies purchased by Manager, whether to improve the Leased Premises or to replace existing capital improvements, equipment, or other supplies, shall become the property of City upon termination of this Agreement, unless otherwise agreed to in a signed writing.

- (b) Manager shall not remove any equipment from the Leased Premises without the express written consent of the City's Mayor. Manager shall operate and maintain, at its own expense, all equipment. ALL EQUIPMENT PROVIDED TO MANAGER AS SET FORTH IN EXHIBIT B IS ON AN "AS IS" "WITH ALL FAULTS" BASIS, AND CITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE CONDITION OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR USE OR PURPOSE. Manager is hereby advised that Manager shall be solely responsible for personally inspecting the equipment before execution of this Agreement and any use of the equipment. Manager's execution of this Agreement and use of the equipment shall constitute an expressed acknowledgement by Manager that the equipment is safe and adequate for Manager's intended and permitted use.
- (c) Manager shall have exclusive control of the equipment during the pendency of this Agreement, subject to the City's rights, and shall be responsible for all equipment and for adequate safeguard for the protection of Manager, its employees, agents, independent contractors, subcontractors, and representatives, and persons engaged in any activity on the Leased Premises. Notwithstanding any provision in this Agreement to the contrary or which may be construed to the contrary, City assumes no obligation or responsibility to replace the equipment, or to keep or maintain the equipment in good and safe condition, appearance, or state of repair, regardless of cause of need for maintenance, repair, and/or replacement.
- (d) City shall be responsible for all major maintenance, repair, and replacement of the plumbing system, roof, electrical system, parking lot, building exterior, and cooling tower for the Leased Premises. The Leased Premises does not contain and the City will not provide a heating and/or air conditioning system beyond the limited heating in the locker rooms, lobby, and other areas. Manager shall be responsible for routine and minor repairs and maintenance, which are defined as any repairs or maintenance with a dollar value of five thousand dollars (\$5,000.00) or less, including but not limited to the changing of light bulbs and the interior cleaning and upkeep of restrooms and hallways.
- (e) City will maintain the area outside of the Leased Premises, including maintenance of the landscaping, building facades and snow removal on walkways leading to the entrance of the

Ice Arena. However, snow removal within five (5) feet of the entrance to the Ice Arena will be the responsibility of the Manager.

SECTION 8. SPONSORSHIP CONTRACTS AND ADVERTISING.

- (a) Manager may enter into Sponsorship Contracts which affect the Leased Premises or the operation of the Concession Area at any time. Manager shall honor and comply with all existing sponsorship agreements the City currently has in place. Once the City sponsorship agreements have expired, the Manager may negotiate new Sponsorship Contracts with those individual organizations.
- (b) Manager may enter into Sponsorship Contracts for less than Twenty Thousand Dollars (\$20,000.00) without the prior written consent of the City; however, the City reserves the right to require Manager to discontinue any Sponsorship Contracts and/or advertising that the City believes, in its sole and absolute discretion, is not within the City's best interests. Any Sponsorship Contract over Twenty Thousand Dollars (\$20,000.00) or involving the naming of the whole, or any portion of the Leased Premised must be approved by the City's Mayor in writing, which approval may be withheld at the sole and absolute discretion of the City. Manager may not enter into Sponsorship Contracts where the sponsorship or advertising is related to marijuana, or any activity prohibited by Colorado or municipal law. Should a sponsor pay for the right to have its product used or sold on the Leased Premises, or to place advertising signs, banners, and other materials at the Leased Premises, City's approval of such sponsorship must first be obtained.
- (c) Manager must complete a Sponsorship Contract for any Sponsorship Event it wishes to conduct.
- (d) In the event that any term of this Agreement pertaining to Sponsorship Contracts or Sponsorship Events conflicts with or is construed to conflict with any provision of any other contract, lease, or agreement between the City or any of its enterprises and Manager, the provisions of this Agreement shall control.
- (e) Manager must work with the City and provide necessary information to the City in order to update the Pueblo Ice Arena website at all times during the term of this Agreement and any extension thereof. Manager must insure a proper link from the Pueblo Bulls Hockey website to the City of Pueblo website at all times during the term of this Agreement. Manager may create and manage a separate social media site to promote Pueblo Bulls Hockey. The City has the right to require Manager to discontinue any advertising on the Pueblo Ice Arena website that the City believes, in its sole and absolute discretion, is not in the City's best interests.

- (f) City will be named as an additional sponsor for all of Manager's games, events and programs. The City of Pueblo's logo as provided by the Director will be placed on the ice of the ice rink and must be readable from the highest stands of the Ice Arena by the average person. Said logo need not be located at center ice.
- (g) This Agreement does not include the use of broadcasting or television facilities or the use of the Leased Premises for either of these activities, arrangements for either of which must be made in Manager's sole cost and expense. City reserves the right to take photographs in the Leased Premises at any time.
- (h) Manager shall be responsible for all of its own marketing and promotions, including but not limited to signs, banners, flyers, and posters. Manager shall include City's logo as approved by Director on all marketing and promotions but shall not represent or hold itself out as a partner, joint venture, agent, or representative of City.

SECTION 9. MANAGER'S OBLIGATIONS.

Manager shall perform and comply with the following obligations, restrictions, and limitations:

- (a) Operate, staff, manage, clean, repair, keep sanitary, maintain, and promote the Leased Premises, fixtures, and equipment, including the ice rink, bleachers, locker rooms, restrooms, offices, skate rental area(s), storage rooms, primary Zamboni, backup Zamboni, and Concession Area equipment. Manager shall clean the ice rink but City will dispose of ice rink shavings in accordance with hazardous waste policies and procedures. Manager shall perform all duties with reasonable care according to the highest standards in the industry.
- (b) Hire, supervise, train, and schedule all employees and subcontractors needed and required for the efficient operation, maintenance, management, and promotion of the Leased Premises and for any sale and service of alcoholic beverages. It is expressly understood and agreed that all employees hired by Manager shall be the employees of Manager, and there shall be no contractual obligations or employer-employee relationship between the City and such employees. Manager shall provide all workers' compensation insurance for its employees in accordance with the laws of the State of Colorado and furnish Director with satisfactory proof that such insurance is in effect.
- (c) Maintain the security and inventory of, and maintain in good condition and repair, all City equipment, fixtures, and machinery used by Manager or placed under Manager's custody and

control by City. An initial inventory of such machinery, fixtures, and equipment shall be prepared for the Leased Premises and shall be signed by the Director and Manager and attached hereto and incorporated herein as Exhibit B (the "Inventory"). Director and Manager shall annually update such Inventory. Repairs, replacement, and disposal of any items on the inventory shall be approved by the Director annually or at such earlier time as requested by Manager. Any machinery, fixtures, or equipment purchased by Manager to replace existing machinery, fixtures, or equipment listed in the Inventory, including but not limited to both the primary Zamboni and backup Zamboni, shall become the property of City upon termination of this Agreement.

- (d) Keep and maintain separate, accurate, and complete accounts and records of all activities and transactions conducted by Manager or Manager's subcontractor on the Leased Premises, including the Concession Area, in accordance with generally accepted accounting principles and sound business practices, which accounts and records shall be available for inspection, copy, and audit by City during normal business hours. Manager shall retain all such accounts and records during the term of this Agreement and for a minimum period of three (3) years after termination of this Agreement.
- (e) Comply strictly with all applicable federal, state, and local laws, rules, and regulations. The Pueblo Ice Arena Rules & Regulations, as they now exist and as they may later be amended, shall be incorporated herein and attached hereto as Exhibit D and be binding upon Manager.
- (f) Keep the Leased Premises open for business for sufficient hours each day to adequately serve the public and conduct City's programs, but for no less than a continuous ten (10) hour period per day. Any change in the set hours of operation shall require the prior approval of the Director. Should City in its sole discretion determine the Leased Premises is not open for sufficient hours to adequately serve the public, City may direct Manager to open the Leased Premises for such additional hours as City may select.
- (g) Furnish prompt, courteous, and efficient service throughout the Leased Premises, including but not limited to food and beverage service in the Concession Area. Manager will hold regular events, special events, and Sponsorship Events according to a schedule set forth by Manager and approved by Director, in his or her sole and absolute discretion. Manager will provide all service in a polite and inoffensive manner, ensuring polite conduct and demeanor on the part of Manager's representatives, agents, employees, and subcontractors.
- (h) Schedule all City programs on the Leased Premises as directed by the City, including but not limited to public skating sessions, freestyle figure skating, the Pueblo Ice Skating Academy,

Lazer Light Friday Night, and Youth Stick & Puck. City programs shall take priority over any other use Manager may make of the Leased Premises. The City must give prior approval for any change in or rescheduling of a City program. Revenue from City programs conducted on the Leased Premises will be collected by Manager and be used by Manager to further the same or similar programs on the Leased Premises.

- (i) Meet, work with, and accommodate Ice Arena User Groups, included but not limited to Pueblo Men's Hockey League, Co-ed Hockey League, Heads Up Hockey League, Pueblo Women's Team, Dave Feamster Hockey Camp FCA, and the Pueblo Figure Skating Club.
- (j) Meet with Director in person at least quarterly to review: operation of the Leased Premises, City programs or other events to be conducted on the Leased Premises, the results of previous City programs or other events conducted on the Leased Premises, any menu, prices charged, days and times of operations, décor, advertisements, sponsorships, sales materials and records, and the quality of food and beverages provided.
- (k) Pay at Manager's sole cost, before same becomes delinquent, all sales, use, property, and other taxes on the business or property. Manager shall collect and remit to City all sales taxes on the sale of tickets, food, beverages, and other sales.
- (l) Operate and manage the Leased Premises as a public facility for the use and benefit of the public on a fair, equal, and nondiscriminatory basis without preferential treatment to any individual, group, or entity. Manager will meet and comply with the nondiscrimination and equal employment requirements of Section 1-8-4 of the Pueblo Municipal Code and state and federal law, which are incorporated herein by reference. Manager specifically agrees that no person shall be denied or refused services or other full or equal use of the Leased Premises, nor denied employment opportunities by Manager as a result of race, creed, color, sex, sexual orientation, age, national origin, ancestry, or disability. Manager's failure to comply with this section shall constitute a material breach for which City may immediately terminate this Agreement and at which time Manager will provide a full refund of the most recent monies paid by City to Manager.
- (m) To the extent the Americans With Disabilities Act of 1990, (42 U.S.C. § 12101, et. seq.) (the "ADA"), the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 et seq.) (the "RA") or any other federal or state law requires that special accommodation be made for any person with a disability, including any person with a hearing impairment, in order for such person to attend, enjoy or participate in any program, activity, public performance, or other use of Leased Premises undertaken by Manager under this Agreement, Manager shall at its sole cost and expense furnish such special accommodations, and fully comply with the requirements of the ADA, RA, or other federal or state law. Should a pre-existing condition of the Leased Premises

be found by City to not be ADA compliant, Manager will not be responsible for the cost of correcting said condition, which shall be the responsibility of City.

- (n) To the extent applicable, Manager's website and virtual activity shall comply with and adhere to Section 508 of the RA and C.R.S. §§24-85-101 et seq. Manager shall comply with all applicable technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.
- (o) Obtain at Manager's sole cost and expense all licenses required for the operation of the Leased Premises, including but not limited to food service licenses, liquor licenses, and sales and use tax licenses. Upon termination of this Agreement, all such licenses shall remain with the Leased Premises and Manager shall fully cooperate in the transfer of such licenses to City or its designee. For such purposes, Manager hereby irrevocably appoints City its agent and attorney in fact to execute all approvals and instruments required for such transfers. City acknowledges that any required license may be held in the name of a subcontractor of Manager, but any such license shall remain with the Leased Premises and both subcontractor and Manager shall fully cooperate in the transfer of such licenses to City or its designee. Any agreement between Manager and a subcontractor must include a provision keeping all such licenses with the Leased Premises and guaranteeing their transfer and approval in accordance with City's direction.
- (p) Comply with the rules and regulations adopted by the Director relating to the use and operation of the Leased Premises, and all roads, sidewalks, and parking lots used in connection with the Leased Premises.
- (q) Keep all portions of the sidewalks, entrances, passages, vestibules, halls, and all ways of access to public areas of the Leased Premises unobstructed and not use such areas for any purpose other than ingress and egress to and from the Leased Premises and public areas. The doors, stairways, or openings into the Leased Premises, including hallways, corridors, passageways, and house lighting attachments, shall not be obstructed by the Manager.
- (r) Not use or allow the Leased Premises to be used for any unlawful or objectionable purpose as determined by the City, and shall not cause, maintain, or permit any disorderly conduct, nuisance, or waste in, on, or about the Leased Premises. Manager shall not conduct any activity or sell anything at or on the Leased Premises except as specifically authorized in this Agreement.
- (s) Not make any improvements of a permanent nature to the Leased Premises or install any fixture or sign thereon, or make any additions, changes, remodeling, or alterations to the same without

the prior written approval of the Director and after obtaining all permits required therefor. All improvements, fixtures, signs, additions, changes, remodeling, or alterations shall become and remain the property of the City.

- (t) Surrender and deliver to the City at the expiration or termination of this Agreement the Leased Premises and all fixtures, machinery, supplies, and equipment in good order and condition, reasonable wear and tear excepted.
- (u) Have the non-exclusive right, but not the obligation, to collect and have custody of all articles left in the Leased Premises by persons attending any function held in the Leased Premises. Any property left in the Leased Premises shall after a period of thirty (30) days from the last day of tenancy be deemed abandoned and at the option of City become property of City.

SECTION 10. MANAGER'S IMPROVEMENTS AND EQUIPMENT.

- (a) All costs associated with the development, installation, construction, and maintenance of any improvements or capital improvements shall be the sole responsibility of the Manager, unless City and Manager mutually agree otherwise through a signed writing. Manager shall submit to City a written proposal for all proposed improvements that includes the estimated value of the improvements and anticipated cost of development, installation, construction, and maintenance. All improvements must comply with the requirements of the ADA, RA, and other federal or state laws. Manager must obtain the prior written approval of the Director and Mayor for any proposed improvements and a certificate from the Pueblo Regional Building Department approving any proposed improvements. All improvements must be approved in writing by the City prior to installation or construction. Any proposed changes must meet all building permit regulations and be constructed, installed, maintained, and operated in compliance with all local, state, and federal laws and regulations.
- (b) Manager shall maintain the improvements in good and safe condition, appearance, and state of repair, regardless of the cause or need for maintenance and repair. City and Manager may negotiate to offset or reduce the yearly rental rates by the cost of site improvements installed or constructed by Manager. All offsets or reductions in rent shall be mutually agreed upon by Manager, Director, and Mayor and be reduced to a writing signed by both parties prior to any work being performed. To receive a reduction or offset, Manager must submit a copy of a final invoice and proof of payment to Director in order to receive credit for any reduction in rent. If an improvement is not performed or completed, or Manager's payment for the same is not completed, rejected, or dishonored for any reason, rent shall be paid according to existing terms of this Agreement.

- (c) Any improvement, construction, or enhancement completed by Manager shall be deemed a fixture and become a permanent part of the Leased Premises, and all ownership of the improvement, construction, or enhancement shall pass to the City upon termination or expiration of this Agreement.
- (d) The City may in its discretion reimburse Manager for additional capital expenses incurred by Manager for equipment and furniture to be used by Manager at the Leased Premises, provided that:
 - (1) Manager obtains written approval from the City for the capital expenses prior to incurring said expenses; and
 - (2) Manager provides a detailed proposal to the City describing the equipment or furniture to be purchased, the reason the purchase is necessary, and an estimate of the costs for the equipment or furniture; and
 - (3) The capital expenses are incurred only for Ice Arena related equipment or furniture delivered to and used solely at the Leased Premises; and
 - (4) Receipts for all purchases are provided immediately after the purchases are made.

SECTION 11. PROGRAMS AND EVENTS.

- (a) Manager will on behalf of City, schedule all City programs on the Leased Premises as directed by the City, including but not limited to public skating sessions, freestyle figure skating, the Pueblo Ice Skating Academy, Lazer Light Friday Night, and Youth Stick & Puck. City programs shall take priority over any other use Manager may make of the Leased Premises. The City must give prior approval for any change in or rescheduling of a City program. All City programs must be provided at affordable rates and any charges to participants must first be approved by City.
- (b) Bulls Hockey Practice and Games. Hockey practices and games shall be scheduled by Manager, such that the practices and games do not conflict with City programs.
- (c) Lazer Light Night. Games shall conclude prior to the Pueblo Ice Arena's Lazer Light Friday Night event. Manager's players may interact with youth in attendance and join the Pueblo Ice Arena Lazer Light Friday Night event upon approval of City. Depending upon the Friday night

game schedule, Manager may with Director's approval adjust the Lazer Light event schedule to accommodate the earlier Friday night games.

- (d) Manager may hold special events upon Director's written approval and at hourly rates approved by Director. Manager shall be solely liable for all damage to the Leased Premises caused by its events and will conduct any repairs needed due to such damage. No event may substantially alter the character of the Leased Premises nor result in it losing its nature as a public facility.
- (e) Manager shall provide City with a discounted rate for any rental or special event City wishes to hold on the Leased Premises. The discount for City use shall be at least ten percent (10%) below the standard rate. The City's Fire and Ice Cup between the Pueblo Police Department and Pueblo Fire Department will be hosted on the Leased Premises at no charge to City.
- (f) Manager shall be responsible for all ticket sales, both before and the day of a game or event. City shall not be in any way responsible for the sale of tickets nor Manager's inability to sell tickets. Manager shall not sell, allow, or cause to be sold or issued, admission tickets in excess of the seating capacity of the Leased Premises, nor admit a larger number of persons to the Leased Premises than can be properly and safely seated, and the decision of the Director in this respect shall be final. Although Manager shall set the price of tickets with Director's approval and control all ticket sales, Manager shall keep ticket prices affordable to the Pueblo community to ensure sufficient sales and to build a long-term fan base.
- (g) Manager shall not use pyrotechnic devices, explosives, fireworks or incendiary devices of any kind anywhere in or near the Leased Premises without prior written approval from the Fire Department and the Director.
- (h) Manager will endeavor to foster various community leagues that would use the Ice Arena, including but not limited to hockey, skating, and curling.

SECTION 12. FOOD, BEVERAGES, AND LIQUOR.

- (a) Manager will provide food and beverage service in designated areas of the Licensed Premises, which may include alcoholic beverages. Manager will purchase, stock, carry, furnish, provide, and replace as needed, at Manager's sole cost and risk, sufficient and adequate food, foodstuffs, beverages, alcohol beverages, equipment, furnishings, furniture, dishes, glasses, and utensils in the Concession Area, in a quality and quantity determined to be adequate by Director, including at a minimum sandwiches and light snacks or the equivalent thereof.

- (b) Manager shall provide prompt, courteous, and efficient food and beverage service on the Leased Premises during games and approved Sponsorship Events. Food must be served in accordance with the Colorado Liquor Code if Manager has obtained a liquor license.
- (c) Manager may use the Leased Premises for the selling of fermented malt beverages, also known as beer, if it obtains all necessary permits and permissions, including the appropriate license from the City of Pueblo Liquor and Beer Licensing Board. Should Manager decide to sell alcohol:
- (1) The Manager may only sell fermented malt beverages and no other type of liquor.
 - (2) Alcohol shall NOT be served during youth programs or events.
 - (3) Alcohol must be stored securely on the Leased Premises.
 - (4) Manager must maintain the Leased Premises in accordance with liquor rules and regulations promulgated by the State of Colorado and the City of Pueblo. Manager shall provide adequate security at all times during which alcoholic beverages are to be sold.
 - (5) Manager shall procure additional insurance in accordance with best practices of liquor licensed establishments, sufficient to cover the liabilities incurred from the selling of alcohol.
 - (6) All costs associated with and incidental to the selling of alcohol, including equipment, tables, cups, additional trash cans, and other supplies, will be assumed by Manager. Manager shall provide its own trained staff to serve alcoholic beverages. City's staff shall not serve alcoholic beverages nor be requested to do so. City's staff shall not in any way be required to aid Manager in the procurement or sale of alcohol.
 - (7) Manager shall exercise special care to ensure that persons under the age of twenty-one (21) do not purchase, receive, or consume alcoholic beverages on the Leased Premises, that alcoholic beverages are not removed illegally from the Leased Premises, and that visibly intoxicated persons are not served alcoholic beverages. Before allowing any employee to sell or serve alcoholic beverages on the Licensed Premises, Manager shall ensure that the employee receives Responsible Vendor Training in accordance with the Colorado Liquor Code.

- (d) Manager will be responsible for and meet City's standards when cleaning up serving areas, stands, and all other areas where alcohol is to be allowed.
- (e) Manager's sale of alcoholic beverages must be kept separate from the sale of other food and non-alcoholic concessions. All revenue from Manager's sale of food, beverages, and alcohol shall be the sole property of Manager, subject to all taxes and fees.
- (f) Manager must receive approval from City before applying for any license or permit allowing the sale of liquor, other than fermented malt beverages (beer).

SECTION 13. TERM AND TERMINATION.

- (a) The initial term of this Agreement is five (5) years, from August 29, 2022 to August 28, 2027, unless earlier terminated as herein provided. This Agreement may be renewed for three (3) separate successive five-year periods in the discretion of the City. Prior to the first renewal of this Agreement, the parties may negotiate the rent Manager will be charged for its use and occupation of the Leased Premises. If a new rent is not negotiated, rent shall be as set forth in Sections 4(d) and 4(e) of this Agreement.
- (b) If either party is in default hereunder, the non-defaulting party may give written notice describing the default to the defaulting party. If the defaulting party does not correct such default within twenty (20) days after receipt of said notice, or if the default cannot be corrected within said twenty (20) day period and the defaulting party fails to commence action to correct within said period and thereafter diligently pursue corrective action, the non-defaulting party may terminate this Agreement upon an additional five (5) days' notice to the defaulting party.
- (c) Notwithstanding the foregoing, either party may terminate this Agreement without cause by giving at least ninety (90) days prior written notice to the other party, specifying the date of termination.
- (d) In the event any portion of the Leased Premises is not vacated at the end of the term of this Agreement, City shall be and is hereby authorized to remove from the Leased Premises, at the expense of the Manager, all Manager's goods, wares, merchandise, and property of any kind or description which may be located in any portion of the Leased Premises, and City shall not be liable for any damage to or loss of such goods, wares, merchandise, or property sustained either during the removal or storage of same and the City is hereby expressly released from any and all claims for such loss or damage. Upon termination of this Agreement, Manager will deliver to the City the Leased Premises in as good condition and repair, as the same shall be found at the beginning of the term of this Agreement. Manager shall pay to City the cost of replacement of any rink glass broken during its rental term.

SECTION 14. INSURANCE, INDEMNITY, AND RELEASE.

- (a) Manager shall, prior to execution of this Agreement and on the anniversary of such execution each year, obtain the following insurance coverages and provide to the City Certificates of Insurance evidencing the same. Certificates evidencing insurance coverage shall certify that the insurance coverage is in force and will not be cancelled or reduced without at least thirty (30) days prior written notice to City and that the City is named as an additional insured under the policies. Manager shall maintain all such insurance coverages at all times during the term of this Agreement:
- (1) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.
 - (2) Commercial General Liability ("CGL") Insurance issued to and covering the liability of Manager and its subcontractors, to be written on a Commercial General Liability policy form with coverage limits of not less than Two Million and No/100 Dollars (\$2,000,000.00) per person and occurrence for personal injury, including but not limited to death and bodily injury, and Two Million and No/100 Dollars (\$2,000,000.00) per occurrence for property damage. This CGL policy shall also provide coverage for fires and for contractual liability assumed by Manager under the provisions of this Agreement.
 - (3) Comprehensive Automobile Liability Insurance effective during the period of the Agreement, covering the liability of Manager and with limits of liability for injury to one person in any single occurrence of not less than One Million and No/100 Dollars (\$1,000,000.00) and for any injury to two or more persons in any single occurrence of not less than Two Million and No/100 Dollars (\$2,000,000.00). This insurance shall include uninsured/underinsured motorist coverage and shall protect Manager from any and all claims arising from liability for the use of motor vehicles and Zambonis on and off the Leased Premises and whether the motor vehicle or Zamboni is owned, hired or used by Manager or its employees.
 - (4) The coverage and limits enumerated in this insurance provision represent only the minimum insurance required, and the Manager should rely on its expertise to obtain any additional insurance coverage needed for its performance under this Agreement.
- (b) Manager forever releases and waives any and all claims, known and unknown, presently existing or arising in the future, and any suit or action in law or equity against City and its officers, employees, agents, and independent contractors ("Released Parties") in any court or

tribunal, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, property damage, or loss that Manager may suffer, related to or caused by the Released Parties which are in any way related to the Leased Premises, or any vehicle, object, thing, or activity in any building or facility owned, operated, or controlled by the Released Parties.

- (c) Manager shall not file, pursue, or prosecute any suit, action, or proceeding, in law or in equity, in any court or tribunal, against the Released Parties, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, property damage, or loss that Manager may suffer related to or caused by the Released Parties which are in any way related to the Leased Premises or any vehicle, object, thing, or activity in any building or facility owned, operated, or controlled by the Released Parties.
- (d) Manager shall indemnify, defend, and hold harmless the Released Parties against any liability for any damages, attorneys fees, and restitution that may be imposed by any court or tribunal in any suit, action, or proceeding in law or equity filed by any person or entity based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, property damage, or loss that Manager may suffer, related to or caused by the Released Parties which are in any way related to the Leased Premises or this Agreement, or any vehicle, object, thing, or activity in any building or facility owned, operated, or controlled by the Released Parties.
- (e) Manager shall indemnify, defend, and hold harmless the Released Parties against any liability for any damages, attorneys fees, and restitution that may be imposed by any court or tribunal in any suit, action, or proceeding in law or equity filed by any person or entity based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, property damage, or loss directly or indirectly attributable to Manager or Manager's subcontractors, which are in any way related to the Leased Premises or this Agreement, or any vehicle, object, thing, or activity in any building or facility owned, operated, or controlled by Manager or Manager's subcontractors, except where said loss is due to civil rights related litigation based on City denying Manager's acceptance of a sponsorship.
- (f) Prior to using the Leased Premises, all of Manager's employees, agents, and participants MUST sign a Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Release Agreement"), the language of which must be approved by the Director, in the presence of Manager personnel and all executed Release Agreements shall be maintained and kept on file by Manager for at least three (3) years from the execution date of the Release

Agreements. Originals or copies of the Release agreements shall be delivered to the City upon its request. Manager's obligation to maintain these records and provide them to the City upon request shall survive termination or expiration of this Agreement. Manager shall bear sole responsibility for full compliance with this section. Use of the Leased Premises by any of Manager's employees, agents, or participants prior to the execution of a Release Agreement by such individual, shall constitute a material breach of this Agreement by Manager.

(g) No individual under the age of eighteen (18) years shall be allowed in to use the Leased Premises, without a (1) Release Agreement, and (2) a Parental Consent to the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Parental Consent Agreement") executed by each minor and the minor's parent or legal guardian. The language of the Release Agreement and Parental Consent Agreement must be approved by the Director. These documents must be signed in the presence of Manager personnel and are required before said minor's use of the Leased Premises. All executed documents shall be maintained and kept on file by Manager for three (3) years from the execution date of the Release Agreements and Parental Consent Agreements. Originals and/or copies of the Release Agreements and Parental Consent Agreements shall be delivered to the City upon request. Manager's obligation to maintain these records and provide them to the City upon request shall survive termination or expiration of this Agreement. Manager shall bear sole responsibility for full compliance with this section. Entry by any individual to a restricted area prior to the execution of the agreements listed in this section shall constitute a material breach of this Agreement by Manager.

(h) The City assumes no responsibility whatsoever for any Manager property placed in the Leased Premises, and City is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to person or property that may be sustained by reason of the occupancy or use of the Leased Premises by Manager. Manager assumes all risk of loss, injury, or damage to such property and persons.

SECTION 15. SUBCONTRACTS.

(a) The parties acknowledge that Manager is the only party with whom City has a lease or contract under this Agreement. To the extent Manager performs any services under this Agreement through subcontractors, Manager shall contractually bind each of its subcontractors through written contract to all of the terms of this Agreement which are for the benefit of City, and City shall be a third party beneficiary of those subcontracts. City reserves the right to approve or reject, in its sole and absolute discretion, any subcontractor Manager intends to perform services under this Agreement. Manager shall obtain City's approval prior to contracting with any such subcontractor.

- (b) Manager shall indemnify, defend, and hold harmless the Released Parties from any and all claims and demands for payment for any services provided by Manager's subcontractors. Manager shall provide or require its subcontractors to maintain at a minimum the types and levels of insurance required of Manager pursuant to this Agreement and require subcontractors to release City from any and all liability and to indemnify, defend, and hold harmless City from any damage or loss directly or indirectly attributable to the subcontractor. Manager shall not allow the placement of any liens on the Leased Premises.
- (c) Manager shall furnish, maintain, and keep in force during the effective term of this Agreement a good and sufficient Performance Bond, in the form provided by City, in an amount not less than the Minimum Annual Guarantee as security for Manager's faithful performance of this Agreement and for the payment of all subcontractors and persons performing labor and furnishing equipment and provisions in connection with the Leased Premises and the return of the Leased Premises and City owned fixtures, inventory, and equipment in good condition upon termination or expiration of this Agreement.

SECTION 16. NOTICES.

- (a) Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the following address or at such other address as may be subsequently furnished in writing to the other party:

If to City:

Mayor
City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

With an additional copy to:

City Attorney
City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

And

Director of Parks and Recreation
City of Pueblo
800 Goodnight Avenue
Pueblo, Colorado 81005

If to Manager:

Jerry Wilhite
Pueblo Bulls Hockey Club, Inc.
1755 Telstar Drive, Suite 300
Colorado Springs, Colorado 80920

- (b) Such notices shall be deemed to have been given when deposited in the regular United States mail.

SECTION 17. PERA LIABILITY.

Manager shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. Manager shall fill out the questionnaire attached as Exhibit C and submit the completed form to City as part of the signed Agreement.

SECTION 18. MISCELLANEOUS.

- (a) THE LEASED PREMISES IS PROVIDED ON AN "AS IS" "WITH ALL ITS FAULTS" BASIS, AND CITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE CONDITION OR FITNESS OF THE LEASED PREMISES FOR MANAGER'S EVENTS OR FOR ANY PARTICULAR USE OR PURPOSE. Accordingly, Manager is hereby advised that Manager shall be solely responsible for personally inspecting the Leased Premises before execution of this Agreement and commencement of any use. Manager's execution of this Agreement or commencement of any use shall constitute an expressed acknowledgement by Manager that the Leased Premises is safe and adequate for Manager's permitted use. Notwithstanding any provision in this Agreement to the contrary or which may be construed to the contrary, City assumes no obligation or responsibility to keep or maintain the Arena or Leased Premises in good and safe condition, appearance, or state of repair, regardless of cause of need for maintenance and repair.
- (b) Additional Documents. The parties agree to execute any additional documents or take any additional action that may be necessary to carry out this Agreement.
- (c) Force Majeure. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, pandemics, fires, floods, storms, lightning strikes, labor strikes, labor disputes, accidents, regulations, orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

- (d) **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
- (e) **Section Captions.** The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.
- (f) **Integrations, Severability, Amendment, and Counterparts.** This Agreement represents the entire agreement between the parties and supersedes all prior discussions and written agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.
- (g) **No Third Party Beneficiaries; No Waiver of Immunities.** Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.
- (h) **Waiver of Breach.** A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
- (i) **Authority of Signers.** Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.
- (j) **Attorney's Fees and Costs of Collections.** In the event that it becomes necessary for the City to bring any action or proceeding to collect unpaid utilities, damages, janitorial fees, costs, or other sums due under this Agreement, to enforce any provision of this Agreement, to recover damages for Manager's breach of this Agreement, or to seek specific performance of this

Agreement, the City shall be entitled to collect its reasonable attorneys fees, costs of suit, and costs of collection as part of the judgment in such action or proceeding.

- (k) Relationship. Nothing in this Agreement is intended to, nor shall be deemed to constitute, a partnership or joint venture between the parties, or to create any agency or partner relationship between the parties. Neither party shall hold itself out as a partner, joint venture, agent, or representative of the other under this Agreement.
- (l) Assignment. This Agreement shall not be assigned by Manager without the prior written consent of the City, which consent may be granted, denied, or conditioned in City's sole and absolute discretion.
- (m) Disputes. In the event a dispute arises between Manager and Director with respect to any provision of this Agreement or the obligations or performance of either the City or Manager hereunder, the Director or Manager may submit such dispute to the Mayor for resolution and determination. If such dispute is submitted to the Mayor for resolution, his or her decision thereon shall be binding upon all parties.
- (n) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.
- (o) Certain Provisions Survive Expiration of Term and Termination. The provisions of this Agreement pertaining to indemnification, releases, covenants not to sue, and liability, shall survive both the expiration of the term of this Agreement and termination of this Agreement, and such terms shall continue in effect for a period of five years following the termination of this Agreement and for such further time as it may take to completely and finally negotiate, settle, or litigate any claim or suit concerning the same.
- (p) No Multi-Fiscal Year Obligation on City. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of City which may arise under this Agreement in any fiscal year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this Agreement, including

any sub-agreement, attachment, schedule or exhibit thereto, by the City. City may in its sole and absolute discretion terminate this Agreement for reasons of non-appropriation immediately upon written notice without causing default or breach.

- (q) **Prior Agreements Between the Parties.** Upon execution of this Agreement, the Pueblo Ice Arena Rental Agreement dated November 12, 2018 between the City and the Pueblo Bulls Hockey Club, Inc., as amended by that Amendment No. 1 to the Pueblo Ice Arena Rental Agreement dated May 14, 2019, shall be terminated and be of no further force and effect.
- (r) **Electronic Signatures.** This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

[Remainder of page intentionally left blank.]

Executed the day and year first above written.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

PUEBLO BULLS HOCKEY CLUB, INC.
A COLORADO CORPORATION

By _____
Nicholas A. Gradisar, Mayor

By  _____
Name Gerald W. Wilhite
Title OWNER - President & CEO

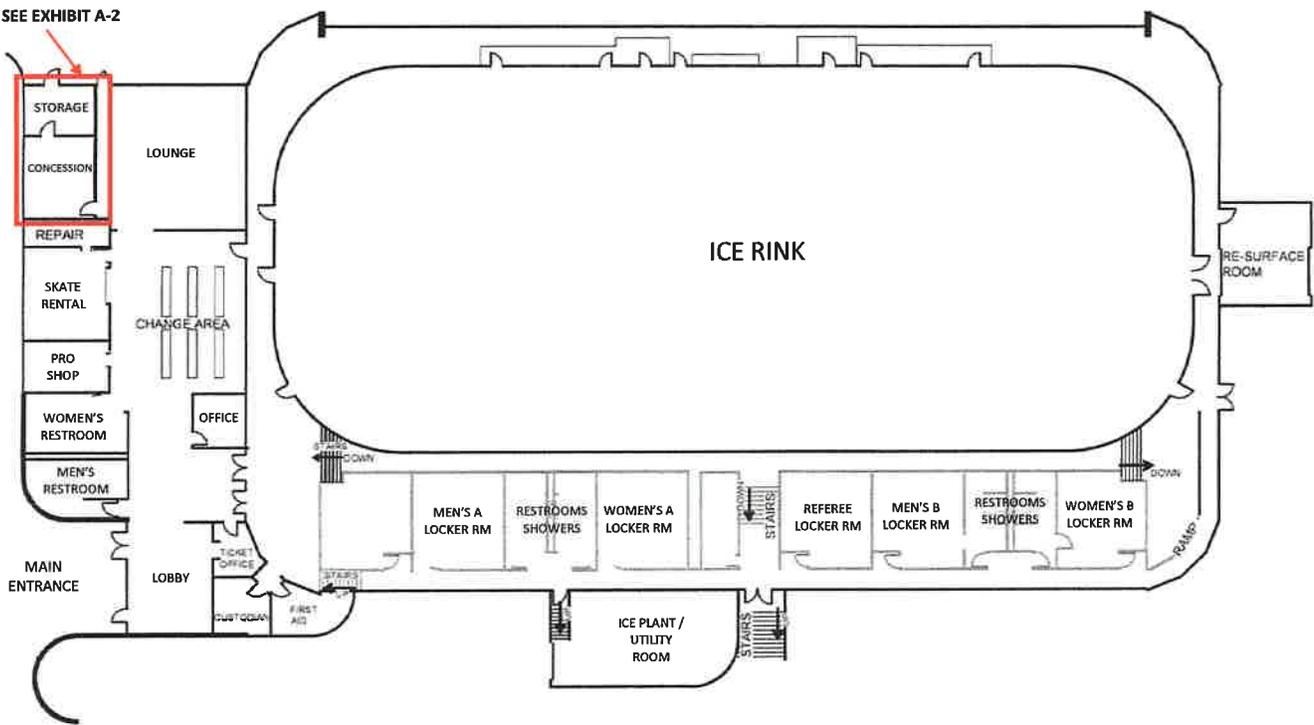
Attest: _____
City Clerk

Attest:  _____
Secretary

APPROVED AS TO FORM:

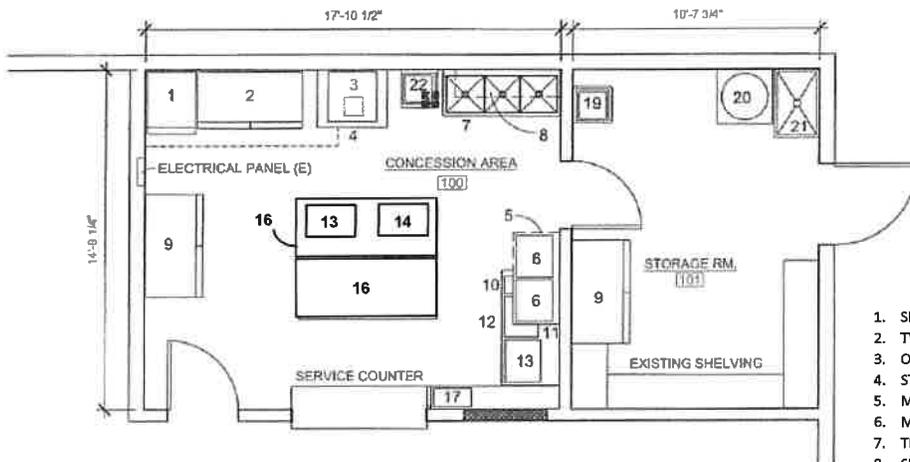
City Attorney

SEE EXHIBIT A-2



ICE ARENA FLOOR PLAN

EXHIBIT A-1



CONCESSIONS FLOOR PLAN

1/4" = 1'-0"

EQUIPMENT LIST

1. SINGLE DOOR COOLER (115V/60/1, 7.6A)
2. TWO DOOR REACH-IN FREEZER (115/60/1, 12.5A)
3. OMITTED
4. STAINLESS STEEL TABLE
5. MICROWAVE SHELF (24" x 48")
6. MICROWAVE OVEN (120V/60/1, 15A) (2)
7. THREE COMPARTMENT S.S. SINK
8. SHELF/DRYING RACK
9. REACH-IN REFRIGERATOR (115V/60/1, 12.5A)
10. CHEESE/CHILI SAUCE DISPENSER
11. STAINLESS STEEL TABLE
12. COUNTERTOP HOTDOG ROLLER GRILL (120V/60/1, 8.3A)
13. POPCORN MACHINE (120V/60/1, 15A)
14. COFFEE MACHINE
15. OMITTED
16. STAINLESS STEEL TABLE (2)
17. OMITTED
18. OMITTED
19. HAND SINK
20. 43 GALLON WATER HEATER
21. MOP SINK
22. WALL MOUNT S.S. HAND SINK

EXHIBIT B

ICE ARENA CONTROLLED INVENTORY (as of 06.27.2022)

ASSET	DESCRIPTION	TAG #	LOCATION	DATE ACQ	QTY	UNIT COST
24391	MERCHANDISING RACK	32954	Concessions	01/01/12	1 EA	103.50
24392	MERCHANDISING RACK	32953	Concessions	01/01/12	1 EA	88.67
24407	MICROWAVE OVEN	32939	Concessions	01/01/12	1 EA	234.60
24408	MICROWAVE OVEN	32940	Concessions	01/01/12	1 EA	234.60
24409	PIZZA OVEN	32934	Concessions	01/01/12	1 EA	1,046.02
24421	POPCORN POPPER	32945	Concessions	01/01/12	1 EA	586.85
24447	REFRIGERATOR	32955	Concessions	01/01/12	1 EA	2,483.61
25435	MICROWAVE OVEN	33374	Concessions	02/11/14	1 EA	285.00
25838	COOLER, SINGLE DOOR 25 CUBIC	34300	Concessions	06/17/15	1 EA	1,610.10
NONE	STAINLESS STEEL TABLE		Concessions		1 EA	
NONE	STAINLESS STEEL TABLE		Concessions		1 EA	
NONE	STAINLESS STEEL TABLE		Concessions		1 EA	
NONE	STAINLESS STEEL TABLE		Concessions		1 EA	
NONE	PRETZEL WARMER		Concessions		1 EA	
27475	MICROWAVE, NE-1025F	34893	Concessions	11/27/17	1 EA	307.01
27480	COFFEE BREWER, KEURIG K150P	34897	Concessions	12/07/17	1 EA	379.75
28702	SHELVING	28702	Concessions	02/07/19	1 EA	89.98
28703	SHELVING	28703	Concessions	02/14/19	1 EA	89.98
28757	PIZZA OVEN	41281	Concessions	02/18/19	1 EA	1,294.00
29187	CENTRAL REST PROD, 2 wall style		Concessions	03/06/20	6 EA	1,887.73
	CENTRAL REST PROD, center style		Concessions		3 EA	
	CENTRAL REST PROD, handicap style		Concessions		1 EA	
29241	MICROWAVE OVEN, 1000 w	41720	Concessions	02/27/20	1 EA	275.00
29256	PRETZEL DISPLAY CASE	41721	Concessions	05/05/20	1 EA	424.00
29584	COMMERCIAL KEURIG, K150P	42785	Concessions	09/25/20	1 EA	348.11
29587	COFFEE URN	42782	Concessions	09/25/20	1 EA	91.99
30078	SHEVLING UNIT	30078	Concessions	10/08/21	1 EA	99.98
18531	GOAL, HOCKEY W/NETS		Ice Room	01/01/80	6 EA	400.00
20312	SPEAKER, YORKVILLE Y150 23677		Ice Room	01/01/01	1 EA	387.50
20313	SPEAKER, YORKVILLE Y150 23695		Ice Room	01/01/01	1 EA	387.50
23066	TV, WALL MOUNT	30270	Lobby	01/01/09	1 EA	235.00
28479	TELEVISION, HITACHI 32C11	41185	Lobby	11/28/18	1 EA	124.88
28480	TELEVISION, HITACHI 55	41186	Entry	11/28/18	1 EA	299.00
28663	TELEVISION, HITACHI 55	41187	Lobby	11/28/18	2 EA	299.00
18259	CABINET, FILE 4 DRAWER		Storage	01/01/73	1 EA	223.44
18333	CABINET, FILE 4 DRAWER LEGAL	A1220	Storage	01/01/75	1 EA	140.00
18334	CABINET, FILE 4 DRAWER LEGAL	A1221	Storage	01/01/75	1 EA	140.00
18349	DESK, HON HN4701A	A1223	Manager Office	01/01/75	1 EA	187.60
19397	CABINET, FILE 2 DRAWER LEGAL	19115	Manager Office	01/01/96	1 EA	267.00
20291	RCA STA 3850/50 W R		Manager Office	01/01/01	1 EA	119.99
22357	CHAIR, EXECUTIVE GREY		Manager Office	01/01/07	1 EA	99.99
22608	CHAIR, MICROFIBER EXECUTIVE		Manager Office	01/01/08	1 EA	99.99
24684	SKATES, SOFTEC ADULT FIGURE SKATES		Shop	01/01/13	10 EA	85.55
24685	SKATES, SOFTEC ADULT FIGURE SKATES		Shop	01/01/13	16 EA	85.55
24686	SKATES, SOFTEC ADULT FIGURE SKATES		Shop	01/01/13	22 EA	85.55
24687	SKATES, SOFTEC ADULT FIGURE SKATES		Shop	01/01/13	4 EA	85.55
25660	SKATES, SOFTEC RENTAL YOUTH SIZE 6		Shop	06/02/15	24 EA	74.85
25661	SKATES, SOFTEC RENTAL YOUTH SIZE 5		Shop	06/02/15	18 EA	74.85
26171	SKATES, SOFTEC FIGURE YOUTH RS3651		Shop	10/26/15	8 EA	71.25
26172	SKATES, SOFTEC FIGURE ADULT RS3650		Shop	11/18/15	14 EA	80.75
26185	SKATES, SOFTEC FIGURE CHILD RS3657		Shop	10/26/15	7 EA	66.50
26186	SKATES, MENS HOCKEY RH952		Shop	10/26/15	91 EA	68.40
26187	SKATES, BOYS HOCKEY RH953		Shop	10/26/15	32 EA	63.65
26188	SKATES, SOFTEC FIGURE CHILD RS3657		Shop	11/18/15	18 EA	66.50
26189	ICE SKATES, SOFTEC FIGURE YOUTH RS3651		Shop	11/18/15	97 EA	71.25
26190	ICE SKATES, SOFTEC LEISURE MEN RH2602		Shop	11/18/15	5 EA	68.40

EXHIBIT B**ICE ARENA CONTROLLED INVENTORY (as of 06.27.2022) - CONTINUED**

ASSET	DESCRIPTION	TAG #	LOCATION	DATE ACQ	QTY	UNIT COST
29680	SKATE HOLDER / GRINDING WHEELS		Shop	10/12/20	1 EA	685.00
18389	GLOBE TICKET ISSUING UNITS	A2291	Ticket Office	01/01/76	2 EA	380.00
19226	SAFE, serial #E441247		Ticket Office	01/01/91	1 EA	188.80
29607	BISSELL POWER STEAMER, 2685A	42799	Utility Room	10/23/20	1 EA	104.99
30082	HANDHELD VACUUM, CORDLESS	30082	Utility Room	10/29/21	1 EA	139.99
30083	HANDHELD VACUUM, CORDLESS	30083	Utility Room	10/29/21	1 EA	139.99
19208	BATTERY CHARGER		Zamboni Room	01/01/91	1 EA	149.50
27584	BATTERY CHARGER, ZAMBONI W BRACKET	34917	Zamboni Room	11/17/17	1 EA	418.56
20021	SATELLITE FOLLOW SPOT	22535		01/01/00	1 EA	2,476.18
24030	MOTION SENSOR, 200 FT DUAL TEC	30961		01/01/11	1 EA	330.00
24586	DISPLAY CASE FOR ICE ARENA			01/01/13	1 EA	1,087.00
27563	CLOCK, PYRAMID 5000 BLACK	34908		12/14/17	1 EA	235.20
	GOAL FRAME DOLLY			12/28/21	1 EA	1,035.24
	TOOL CHEST, 4 DRAWER		Shop	04/12/22	1 EA	218.00
	ICE MAKER, TABLE-TOP	???	Concessions	07/18/18	1 EA	89.88
	BAGGED CHEESE WARMER	???	Concessions	09/19/16	1 EA	394.90

ICE ARENA CAPITAL INVENTORY (as of 06.27.2022)

ASSET	DESCRIPTION	TAG #	LOCATION	DATE ACQ	QTY	UNIT COST
25397	FIBER CABLE	SYSTEM	Ice	04/15/14	1 EA	20,751.00
17669	FREEZER, REACH IN	32937	Concessions	01/01/12	1 EA	3,151.96
17670	FREEZER, REACH IN	32938	Concessions	01/01/12	1 EA	3,151.96
17328	HDTV VIDEO DISTRIBUTION SYSTEM	SYSTEM	Ice	01/01/10	1 EA	6,996.00
17334	LIGHTING SYSTEM, LASER	30547	Ice	01/01/10	1 EA	21,888.00
14266	SHARPENER, SCC-1 BLADEMASTER MODEL (822)		Shop	01/01/84	1 EA	4,715.00
	SKATE SHARPENER		Shop	12/14/21	1 EA	949.98
	SKATE ADAPTER FOR SKATE SHARPENER		Shop	12/14/21	1 EA	99.99
	SKATE SHARPENER		Shop	11/26/21	1 EA	824.99
	EDGE CHECK FOR SKATE SHARPENER		Shop	11/26/21	1 EA	239.98
17353	SIGNATURE DASHER BOARD SYSTEM	30548	Ice	01/01/10	1 EA	9,525.00
17160	SOUND SYSTEM AT ICE ARENA	SYSTEM	Ice	01/01/09	1 EA	16,970.00
	AED UNIT WITH CABINET		Ice	07/26/19	1 EA	1,579.00
	EDGER, ZAMBONI ELECTRIC 336-E	0157	Zamboni Room		1 EA	

ICE ARENA EQUIPMENT/VEHICLE INVENTORY (as of 06.27.2022)

ASSET	DESCRIPTION	TAG #	LOCATION DESC
00880	1994 ZAMBONI ICE RESURFACER	VIN 4049	225-343 Zamboni Room
01767	2007 ZAMBONI ICE RESURFACER	VIN 552-8737	225-344 Zamboni Room

**COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO**

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes ____, No X. (Must sign below whether you answer "yes" or "no".)

(b) If you answered "yes" to (a) above, please answer the following question: Are you 1) an individual, 2) sole proprietor or partnership, or 3) a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No ____. If you answered "yes" please state which of the above listed entities (1, 2, or 3) best describes your business: _____.

(c) If you answered "yes" to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

_____ Name	_____ Name
_____ Address	_____ Address
_____ Social Security Number	_____ Social Security Number

(If more than two, please attach a supplemental list)

If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege of doing business with the City of Pueblo.

Signed August 5th, 2022.

Pueblo Bulls Hockey Club, Inc
By: Severid W. Walker
Name: _____
Title: owner

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.



Skaters and spectators understand and agree to the following when entering facility:

- **Skating in a manner that endangers or interferes with other skater's safety or enjoyment is strictly forbidden.**
- Roughness, excessive speeding, skating against the crowd or weaving through other skaters is prohibited.
- Abusive behavior and language will not be tolerated.
- No person is permitted on the ice without skates.
- Children must remain with parents at all times.
- No eating, drinking, or chewing tobacco, is permitted on the ice surface, players benches, penalty boxes, and the locker rooms.
- No horseplay while on the ice or in the lobby. This includes TAG, chain skating, racing, and intentionally sliding; throwing snowballs, hats, or any other items; and kicking or digging holes in the ice surface.
- Skaters are not allowed to carry children on the ice.
- Strollers, wheelchairs, and skate aids are allowed on the ice during public skate sessions when used safely and correctly.
- Guests are not allowed to walk with skates on areas not covered by rubber matting.
- Skaters are not allowed to sit on or climb over dasher boards.
- Hockey sticks and pucks are not allowed on the ice during open skate sessions.
- No one is allowed on the ice while the Zamboni is in operation or before its doors are closed.
- Shooting, passing, stick handling, and use of hockey pucks/balls anywhere other than the ice surface is strictly forbidden. Pucks/balls will be confiscated by management.
- Skateboards, razor scooters, rollerblades & bicycles are not allowed inside the facility.
- No dogs (except Service Animals) or pets of any kind are permitted in the arena.
- Persons who appear to be under the influence of alcohol or other substances are not permitted in the arena.
- All personal property is the owner's responsibility.
- "Pitch In" and deposit all trash in the receptacles provided.
- Smoking or vaping is not allowed on the premises.
- ALCOHOLIC BEVERAGES ARE STRICTLY PROHIBITED.

**Pueblo Ice Arena is not responsible for personal injury
or loss of or damage to personal property.**

**As the use of an ice-skating rink and all its facilities have an inherent risk,
any participation is totally at the user's own risk.**

**No responsibility is accepted or undertaken for the well-being of
either the user or their property.**

**The management reserves the right, at their sole discretion,
to refuse admission or remove from the premises
anyone not abiding by the rules.**