

**BROADWAY PARK NORTH METROPOLITAN DISTRICT NO. 1
FACILITIES RULES AND REGULATIONS**

*Adopted and Enforced By
The Board of Directors
Broadway Park North Metropolitan District No. 1*

Adopted: November 15, 2023

Preamble

The Board of Directors of the Broadway Park North Metropolitan District No. 1 (the “**District**”) has adopted the following Facilities Rules and Regulations (“**Rules and Regulations**”) to provide for the orderly and efficient conduct of management, operation and control of certain public facilities of the District, including but not limited to, parks and open space (the “**Facilities**”).

The District expressly reserves the right to make any lawful addition and/or revision to these Rules and Regulations when and as they may become advisable to properly operate and maintain the Facilities and provide related services and to promote the peace, health, safety, and welfare of the people residing in the area under the District’s authority pursuant to that certain Service Plan for the District approved by the City and County of Denver on August 30, 2010, as the same may be amended from time to time and that certain Facilities Funding Construction and Operations Agreement by and among the District, Broadway Park North Metropolitan District No. 2 and Broadway Park North Metropolitan District No. 3, as the same may be amended from time to time. These Rules and Regulations are supplementary to, and are not to be construed as, any abridgement of any lawful rights of the District as outlined in the Colorado Revised Statutes, as applicable or the United States Constitution, however, the District may implement reasonably adopt rules and regulations that address time, place and manner restrictions on organized Events and Programs (defined below) or other use of the Facilities.

**ARTICLE 1.
ACCESS TO AND USE OF THE FACILITIES**

1.1 Access to the Facilities. The Facilities of the District, as set forth in Exhibit A, are open to the public, subject to the Rules and Regulations set forth herein. The District retains the right to limit access to the Facilities based upon the safe and reasonable capacity of the Facilities, as determined by the Board of Directors in its discretion. Use of the Facilities shall be allowed on a first-come, first-served basis in the event of any such limitations.

1.2 Attire. Proper and appropriate attire should be worn by all persons when using the Facilities. Nudity is strictly prohibited.

1.3 Children. For safety and health reasons, it is recommended that children under 13 years of age be accompanied and supervised by a parent, legal guardian, or, if authorized by a parent or legal guardian, another adult 18 years of age or older.

1.4 Event and Program Registration and Fees. To the extent the District may host or sponsor various activities, programs, special events and classes (“**Events and Programs**”) at the facilities, persons may register for such Events and Programs by checking the District’s website at <https://broadwayparkmd.com/>. Such persons may be required to sign additional waivers or forms and pay a fee for such activities. Fees are nonrefundable except in the event that the subject Events and Programs may be cancelled for reasons including but not limited to inclement weather.

1.5 Facilities Rental. The District may, from time to time and within its sole discretion, rent certain Facilities for private use to the public for a fee. All rentals are subject to the District’s Special Event Policy attached hereto as **Exhibit B**,

1.6 Hours of Operation. Generally, the Facilities shall be open seven days a week subject to the hours and seasonal limitations below.

(a) Parks and open space shall be open year-round, from dawn to dusk.

However, the Board of Directors, in its sole discretion, reserves the right to close any Facility due to weather conditions, to protect the health and safety of the public, or for other reasons it deems reasonable and necessary.

ARTICLE 2. MISCELLANEOUS

2.1 Lost Articles. The District is not responsible for any lost or stolen articles or for accidents on the premises of the Facilities. All personal articles should be locked or secured as appropriate to avoid loss to the owner. All lost articles which are not claimed shall be deemed abandoned and donated or otherwise disposed of as determined by the District in its sole discretion.

2.2 Limitation of Liability of District. Use of the Facilities shall be at the sole risk of any person using same. Except as provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., the District shall not be responsible for any claims for damages by reason of any action or inaction of the District or its agents or representatives in connection with any of the Facilities.

2.3 Equipment. All items, furniture, and equipment located on or around the Facilities are the property of the District and shall not be taken from the premises without prior written consent of the District. Any violations shall result in criminal prosecution by the District.

2.4 Littering. Littering is prohibited within the Facilities. All persons generating any Litter (trash, garbage or waste) within the Facilities are responsible for placing the Litter into a trash receptacle provided for that purpose or, if there is no trash receptacle, for removing the Litter from the Facilities and properly disposing of the Litter.

2.5 Dumping. Dumping, depositing or leaving anything within the Facilities is prohibited. This includes, but is not limited to: any material, dirt, mud, fill, rubble, debris, dead vegetation, carcasses, discarded furnishings, abandoned vehicles, junk, trash, garbage, glass,

medical waste, excrement, chemicals, oil, gasoline, flammable fuel, petroleum projects, explosive materials, pesticides or any matter classified by law as a hazardous or toxic material or waste. This prohibition includes bringing in any of the above items into the Facilities for the purpose of dumping or depositing the same into any trash receptacle or dumpster.

2.6 Animals. All domestic pets (cats or dogs) shall be restrained by means of a leash, cord, or rope, not to exceed six (6) feet in length under the physical control of a person. It is prohibited to allow domestic pets to harm, kill, chase, or otherwise harass any wild animal, bird, fish, reptile, or amphibian within the park.

- (a) Handlers assume full responsibility for their cats or dogs;
- (b) Handlers must dispose of dog or cat feces properly and immediately;
- (c) Dogs or cats must be supervised and under handler(s)' control at all times;
- (d) Dogs or cats must have current rabies tag and Denver dog license (for Denver residents);
- (e) Dogs or cats must be spayed or neutered, or have a current Denver intact Permit (for Denver residents);
- (f) Any bite, attack, violations, or problems must be immediately reported to the Denver Division of Animal Control located at 678 South Jason Street, 303-698-0076. In case of emergency, call Denver Police at 911. All users of the off-leash area must abide by the posted rules, also referenced in Section 8-16(f) of the Revised Municipal Code of the City and County of Denver, Colorado. Violators are subject to fines.

2.7 Off-Leash Enclosure for Dogs. Any off-leash enclosure area for dogs (**"Enclosure Area"**) will be open from sunrise to sunset seven (7) days a week unless closed for maintenance. The following rules apply to the off-leash dog area:

- (a) Enter the Enclosure Area at your own risk;
- (b) Dogs must be leashed when entering and leaving the Enclosure Area;
- (c) Handlers assume full responsibility for their dogs;
- (d) Handlers must dispose of dog feces properly and immediately;
- (e) Dogs must be supervised and under handler(s)' control at all times;
- (f) Dogs must have current rabies tag and Denver dog license (for Denver residents);
- (g) Dogs must be spayed or neutered, or have a current Denver intact Permit (for Denver residents);

- (h) Dogs must be accompanied by a person 18 years or older;
- (i) No children under twelve (12) years of age allowed in the Enclosure Area; children twelve (12) to seventeen (17) years of age must be accompanied by an adult;
- (j) No aggressive dogs; no Pit-Bulls, no female dogs in heat, and/or no ill dogs allowed in Enclosure Area;
- (k) No human food allowed within the Enclosure Area (dog treats are allowed);
- (l) No toys, chairs, water dishes, or trash should be left behind;
- (m) Any bite, attack, violations, or problems must be immediately reported to the Denver Division of Animal Control located at 678 South Jason Street, 303-698-0076. In case of emergency, call Denver Police at 911. All users of the off-leash area must abide by the posted rules, also referenced in Section 8-16(f) of the Revised Municipal Code of the City and County of Denver, Colorado. Violators are subject to fines.

2.8 Alcohol/Drug Policy. The possession or consumption of alcoholic beverages, unless permitted under a special event approved by the District, and/or drugs is prohibited within the Facilities; this includes streets, parks and landscaped areas.

2.9 Destructive Activity. The removal, damage, destruction or defacing of the Facilities is prohibited. This includes graffiti, vandalism, marking, cutting, breaking or any contact resulting in damage, destruction or defacing. Facilities includes: natural features (rock formations and natural areas), streets, ditches, irrigation system, monuments, site lighting, artwork, sidewalks, signs, benches, chairs, tables and trash containers.

2.10 Signs. No signs, posters, banners or advertising are to be constructed, erected, installed or placed within or on the Facilities without the consent of the Board of Directors of the District. Notwithstanding the foregoing, signs held or supported by a person as an expression of free speech in a Facility that is a public forum are allowed, so long as the same are not affixed to any portion of the Facility.

2.11 Camping. Camping or residing overnight within or on the Facilities is not allowed.

2.12 Fires and Fireworks. Cooking fires, open fires, fireworks, and explosives present a real danger to the Facilities and adjoining property and are therefore prohibited unless allowed as part of a special event approved by the District.

2.13 Firearms and Weapons. Firearms and weapons present a real danger to the safety of the public in or near the Facilities, therefore, it shall be unlawful for any person:

- (a) To possess, use, cock, aim or discharge any firearm, including but not limited to B-B guns, pellet guns, paint ball guns, and air-soft guns onto or within the Facilities;

(b) To possess, use, draw, discharge any archery equipment, including but not limited to bows, longbows, crossbows, arrows, darts, and bots onto or within the Facilities;

(c) To possess, use, or discharge any device capable of discharging any projectile by any means whatsoever, including but not limited to slingshots and wrist rockets onto or within the Facilities.

2.14 Hunting. The hunting or killing of wildlife or other animals is prohibited on the Facilities.

2.15 Gambling. Gambling is prohibited within the Facilities. This prohibition includes social gambling.

2.16 Misbehavior. Action or behavior or the promotion or instigation of action or behavior that disturbs the peace with the Facilities is prohibited. Misbehavior includes violent, tumultuous, offensive or disorderly conduct; loud or unusual noises; profane, vulgar, obscene or offensive language calculated to provoke a breach of the peace; or the assault, striking or fighting of another person.

2.17 Food and Drink. Food and drink are permitted in all Facilities. Glass containers are absolutely prohibited in all Facilities unless authorized during special events by and in the sole discretion of the District. People consuming food and/or drink must clean up after themselves.

2.18 Solicitation Policy. Sales, solicitations, distribution and posting of materials, and for-profit activities are prohibited within the Facilities and other District property unless the District gives its prior written approval. The District may, within its sole discretion, designate certain areas outside the Facilities for sales, solicitations and distribution of materials. Activities may be further restricted to specific times and dates as determined by the District. It does not include the sale of goods and/or services when the goods and/or services are an integral and related part of the expression of free speech in a Facility that is a public forum; however, the sale of goods and/or services unrelated to the free speech being expressed in the Facility will be subject to the restrictions and prohibitions set forth in this Article 2.18. People may not use the Facilities for commercial or business purposes including, but not limited to, personal training sessions, athletic lessons, advertising, home business party sales (i.e., cosmetics, candles, etc.), solicitation of business, or promotions unless the District gives its prior written approval.

2.19 Complaints. Complaints should be directed to the District at legalnotices@specialdistrict.com, and the District will make reasonable efforts to promptly resolve the conflict. Under no circumstances will anyone interfere with, attempt to discipline, request special treatment from, or otherwise direct employees in the course of District business. People shall not request special personal services from District employees.

2.20 Audio Devices. Personal audio equipment must be used in compliance with the rules, regulations and policies of the District and any applicable noise ordinances or other laws. In parks and open space, amplified sound systems that comply with the rules, regulations and

policies of the District and any applicable noise ordinances or other laws are permitted. Use of amplified sound systems at Facilities must conclude when the Facilities close at dusk.

ARTICLE 3. ENFORCEMENT

3.1 Disorderly Conduct. The District and its authorized representatives may request any person to cease conduct that is:

(a) In violation of any of these Rules and Regulations or other rules, regulations, or policies of the District.

(b) Interferes with, or is abusive toward, any of the District's representatives in the normal operation of the Facilities.

(c) Interferes with any person's use or enjoyment of the Facilities, or is abusive to any such person.

(d) Misuse or damage of real property and fixtures or personal property such as furniture and equipment.

3.2 Remedies Available for Disorderly Conduct. In the event that the offending party fails to cease such conduct after being requested and warned to do so, the District is authorized to use any and all reasonable means it deems necessary to address such conduct. This includes, but is not limited to, having the offender removed from the Facilities and barred from further privileges at the Facilities for forty-eight (48) hours without the necessity of any action or consent of the Board of Directors of the District.

3.3 Violation of Facilities Policies. Violators of any of the above Facilities Rules and Regulations shall be subject to criminal and civil penalties.

(a) **Criminal Remedies:** Pursuant to Section 18-9-117 (3)(a) and (b), C.R.S., when said rules and regulations have been prominently posted as required by Section 18-9-117 (2), C.R.S., any violation of the Facilities Rules and Regulations is unlawful and violators shall be subject to criminal penalties enforceable by the Denver Police Department, Sheriff's Office, or authorized county enforcement personnel who have been designated pursuant to Section 29-7-101 (3)(a), C.R.S.;

(b) **Civil Remedies:** A violation of any of the Facilities Rules and Regulations that have been prominently posted is subject to any and all civil remedies available to the District under Title 32, C.R.S. or other applicable laws, including the imposition of fines, penalties, charges, costs and attorney fees incurred by the District with respect to any damages or other losses sustained by the District because of the violation of any of the Facilities Rules and Regulations. Such fines, penalties, charges, costs and attorneys' fees shall be assessed against the owners of any real property located within the District, on which a violator of the Facilities Rules and Regulations resides on a permanent or temporary basis.

3.4 The District may collect such fines, penalties, charges, costs and attorneys' fees it incurs by any means authorized by law. Until paid, such fines, penalties, charges, costs and attorneys' fees shall constitute a perpetual lien on and against such real property which lien may be foreclosed in any manner authorized by the laws of the State of Colorado.

EXHIBIT A

District Facilities

Bayer Square (Tract A, Broadway Park Subdivision Filing No. 1)

PARCEL B

A PARCEL OF LAND BEING A PORTION OF LOTS 13-36 OF BLOCK 43, BYERS SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARITY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 15, THENCE ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, S89°51'01" W A DISTANCE OF 1030.02 FEET;

THENCE S00°08'59" E A DISTANCE OF 475.87 FEET TO THE POINT OF BEGINNING;

THENCE S00°09'08 W A DISTANCE OF 149.48 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST DAKOTA AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N89°50'45"W A DISTANCE OF 285.86 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH CHEROKEE STREET;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF SOUTH CHEROKEE STREET, N00°09'18" E A DISTANCE OF 149.51 FEET;

THENCE S89°50'28" E A DISTANCE OF 285.86 FEET TO THE POINT OF THE BEGINNING.

EXHIBIT B

Special Event Policy

BROADWAY PARK NORTH METROPOLITAN DISTRICT NO. 1

City and County of Denver, Colorado Events Policy

Statutory Authority:

C.R.S. § 32-1-1001(m)

Basis and Purpose:

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

ARTICLE 1. Permit and Compliance with Applicable Law

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

1.2 **Certificate of Promoter.** No less than ten (10) days prior to the Event, the Promoter shall submit to the District an executed Certificate of Promoter, attached hereto and incorporated herein as **Exhibit C**, together with any Security Deposit and certificate of insurance required by the District.

1.3 **Permit Required.** No Event shall occur on the Square unless the Promoter has obtained any and all required licenses and/or permits, including any City Permits, and provided a copy of the same to the District.

1.4 Compliance with Law.

(a) Prior to the Event, the Promoter shall also obtain any and all required licenses and permits from the State of Colorado, the City and federal government, as well as any department subdivisions thereof. Such licenses and permits include, but are not limited to, food, liquor, street occupancy and filming.

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

ARTICLE 2. Security Deposits

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

2.2 Security Deposit. The District may, in its sole discretion and upon determining that the invasive or disruptive nature of the Event may increase risks of damage to District property or otherwise exposes the District to liability, require a security deposit (the “**Security Deposit**”) in (i) an amount up to \$1,000 or (ii) an amount that is equal to two hundred percent (200%) of the required deductible for the insurance policy that the Promoter is required to carry pursuant to this Events Policy.

2.3 Application of Security Deposit; Excess Costs.

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

(b) If the District incurs District property repair and/or replacement costs or other liabilities in excess of the Security Deposit, the District, in its sole discretion, may submit an invoice to the Promoter for such excess costs, which shall be due and payable within thirty (30) days after delivery of the invoice.

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

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

2.4 Payment of Security Deposit. When required by the District, the Promoter shall submit to the District the any Security Deposit with the Certificate of Promoter required by Article 1.2.

Broadway Park North Metropolitan District No. 1
c/o CliftonLarsonAllen LLP
8390 E Crescent Parkway, Suite 600
Greenwood Village, CO 80111
Telephone: (303) 265-7860

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

ARTICLE 3. Community Notification

3.1 If the Event requires a City Permit and the Promoter is required to provide notice of the Event pursuant to the City's Community/Event Notification requirements, the Promoter shall provide the District with a copy of the Event Overview Information flyer not less than forty-five (45) days prior to the Event.

ARTICLE 4. Duration of Event

4.1 Events generally shall not be authorized to begin prior to 7 A.M.

4.2 Events generally shall be required to end by 9 P.M.

4.3 There shall be a time limit of ten (10) consecutive hours during a day for the holding of any single Event; additional time may be available for the set-up and breakdown of any required Event materials.

4.4 Permission may be granted by the District, in its sole discretion, to extend the beginning and/or ending times of any Event by up to one (1) hour, as described in Articles 4.1 and 4.2 above, or to provide for morning/nighttime Events, if necessary, and if such extension would not unduly disturb or disrupt the surrounding residential and commercial community.

4.5 Ingress and egress to private residences and businesses, as well as emergency street and building access, must be maintained at all times for the entire duration of any Event.

ARTICLE 5. Loudness of Event

5.1 Any and all Events shall adhere to the decibel limits set forth in the City's municipal code, Section 36-1, *et seq.*, as it may be amended from time to time.

5.2 If deemed necessary by the District or otherwise required pursuant to the City's municipal code, as may be amended, the Promoter shall arrange for at least one (1) decibel reader to be provided on-site of the Event. The Promoter shall make readings of the decibel reader(s), which shall be made on a periodic basis of at least once per hour for the duration of the Event to ensure that the City's prescribed decibel limits are not being violated.

5.3 Amplified sound (i.e., public address systems or music speakers), is prohibited except under a City Permit or Assembly Permit issued by the City designating limited hours for

operation of such amplified sound. City Environmental Health sound ordinances, as may be amended from time to time, must be adhered to at all times. Amplified sound exceeding 65 dB(A) will not be permitted before 7:00 A.M. or after 9:00 P.M.

ARTICLE 6. Security and Restroom Facilities

6.1 The District may, in its sole discretion, require a Promotor to hire, at its own expense, professional security services for any and all Events involving the consumption of alcohol and/or when there are more than one hundred (100) people anticipated to attend and/or participate.

6.2 The District may, in its sole discretion, require a Promotor to arrange for the employment of at least one (1) security guard per one hundred (100) people attending and/or participating in the Event.

6.3 The Promoter shall provide, at its own expense, at least two (2) portable restroom facilities (i.e., "Port-o-Johns," or other similar facility) per one hundred (100) people anticipated to attend and/or participate in the Event. The placement of such portable restroom facilities shall be subject to the prior approval of the District.

ARTICLE 7. Insurance

7.1 All Promoters are responsible for securing event insurance in commercially reasonable amounts considering the size, scope, and nature of the Event.

7.2 The District may, in its sole discretion, require proof of insurance, naming the District as an additional insured, in policy and coverage limits with the following conditions:

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

(b) If alcohol will be served at the Event, insurance must include liquor liability coverage;

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

(d) When required by the District, the Promoter shall submit to the District the certificate of insurance coverage with the Certificate of Promoter required by Article 1.2.

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

ARTICLE 8. Pre- and Post-Event Walkthrough

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

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

ARTICLE 9. Miscellaneous

9.1 Article 4 through Article 7 of this Events Policy are the minimum requirements applicable to an Event. If the City, either through ordinance or through the City Permit, imposes more stringent requirements than those in Article 4 through Article 7, the City's requirements shall apply.

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

9.3 Motorized vehicle traffic is strictly prohibited with the exception of e-bikes and scooters, which must remain on paved surfaces and operate so as not to impair pedestrian traffic on sidewalks.

9.4 The Promoter shall be responsible for properly disposing of all trash off-site following an Event. If an Event is multiple days, the Promoter shall be responsible for properly disposing of all trash off-site daily. The Promoter shall be responsible for supplying, at the Promoter's own expense, the trash receptacles for the Event.

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

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

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

9.8 If any of the provisions of this Events Policy, not including those provisions discussed in Article 9.1, conflict with any City Ordinance or City Permit for an Event within the Square, the City Ordinance or the City Permit will take precedence over this Events Policy.

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


Broadway Park North Metropolitan District No. 1
Attn: Jennifer Henry
450 E. 17th Ave., Suite 400
Denver, CO 80203
Email: jhenry@specialdistrictlaw.com
Telephone: (303) 592-4380

ADOPTED at a meeting of the Board of Directors of the Broadway Park North Metropolitan District No. 1 on November 15, 2023.

**BROADWAY PARK NORTH
METROPOLITAN DISTRICT NO. 1**

By: *Daniel M. Cohen*
Daniel Cohen, President

Attest:



Secretary / Asst. Sec.

EXHIBIT A

Map of Bayer Square

Tract A, Broadway Park Subdivision Filing No. 1

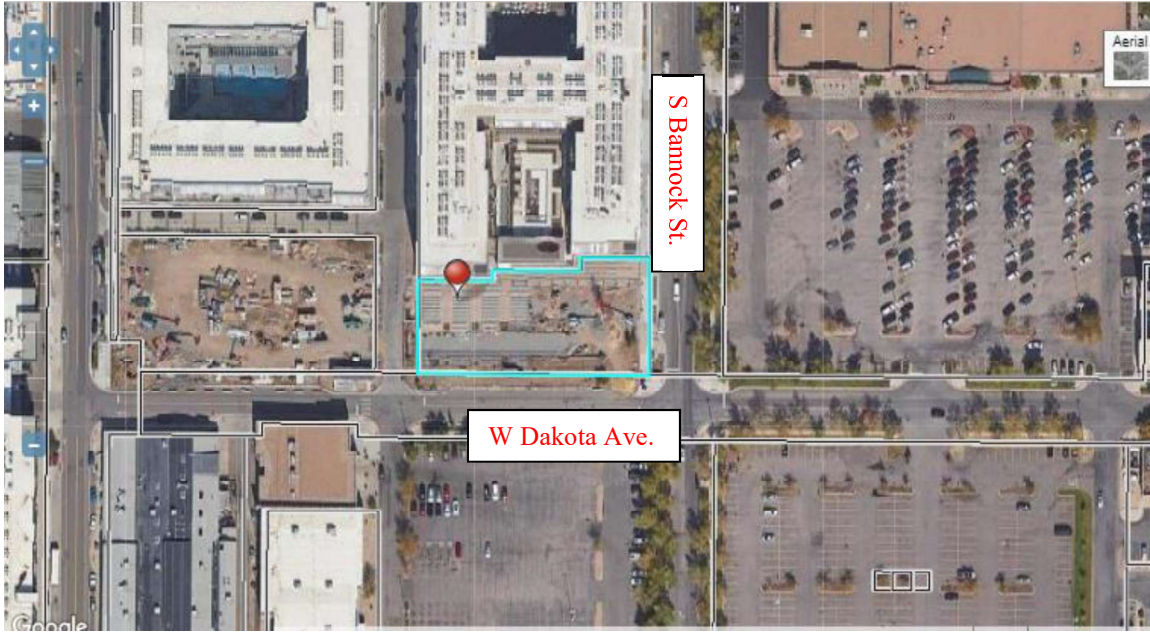


EXHIBIT B

Improvements

District owned improvements and infrastructure within the Square include:

- Herbert Bayer Forest Sculpture
- Concrete seat walls
- Wood and metal benches
- Pedestrian lighting
- Illuminated bollards
- Ornamental lighting (stair insets, sculpture uplighting, LED strips, etc.)
- Steel traffic bollards
- Paver system
- Decorative hardscape
- Trash receptacles
- Trees, scrubs, and other landscaping

EXHIBIT C

Certificate Of Promoter

CERTIFICATE OF PROMOTER

(Must be submitted no less than 10 days prior to Event)

Promoter certifies that he/she/it received, read and will comply in all respects with the Events Policy of Broadway Park North Metropolitan District No. 1 (the “**District**”).

Enclosed is/are the following, as required by the District:

- Security Deposit, if applicable, in the amount of \$ _____.
- Certificate(s) of Insurance

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

PROMOTER

By: _____

Name: _____

Title: _____

Date: _____