

## PARKING LICENSE AGREEMENT

This Parking License Agreement (“Agreement”) is entered into as of January 27, 2026 (“Execution Date”) and shall become effective upon the issuance of a final certificate of occupancy authorizing theater use of the Yates Theater located at 4979 W 44th Ave, Denver, Colorado (the “Effective Date”). The Agreement is entered into by and between:

[REDACTED]

Waystation LLC, a Colorado entity, with a business at 4979 W 44th Ave, Denver, CO 80212 (“Yates Theater”).

### 1. Licensed Parking Area

[REDACTED] grants to Yates Theater a non-exclusive, revocable license to use up to forty-five (45) parking spaces located at [REDACTED] (the “Parking Area”), as generally depicted on Exhibit A.

No interest in real property is conveyed by this Agreement.

### 2. Permitted Use and Hours

- A. The Parking Area may be used solely for patron and staff parking in connection with the operation of the historic Yates Theater located at 4979 W 44th Ave Denver, CO 80212.
- B. Parking is permitted only during the following hours, when [REDACTED] business is not operating:
  - Days: Friday, Saturday, and Sunday
  - Hours: 4pm to 12am (Friday), 9am to 12am (Saturday & Sunday)
- C. Yates Theater shall not have the right to use the parking lot during any operating hours of [REDACTED] business. Yates Theater shall ensure that vehicles are removed from the Parking Area outside the permitted hours.
- D. Yates Theater shall not commit waste nor permit waste to be committed nor permit any nuisance on the Parking Lot.
- E. Yates Theater acknowledges that it uses the Parking Area at its own risk and that [REDACTED] makes no representations or warranties regarding the condition of the Parking Area. Except to the extent caused by [REDACTED] gross negligence or willful misconduct, [REDACTED] shall not be liable for loss of or damage to vehicles or other property arising from Yates Theater’s use of the Parking Area.

### **3. Term**

The term of this Agreement shall commence on the Effective Date and continue for an initial term of one (1) year, unless earlier terminated as provided herein.

### **4. License Fee**

Yates Theater shall pay [REDACTED] a license fee of [REDACTED] payable in advance on the 3rd day of each period.

### **5. Maintenance and Condition**

- A. Yates Theater agrees to accept the Parking Area in “as-is” condition. Yates Theater shall use the Parking Area in a reasonable and orderly manner and shall not block access, drive lanes, or ADA-required spaces. Yates Theater shall ensure the Parking Area stays in the same order and condition as initially delivered to Yates Theater. [REDACTED] shall retain responsibility for the general maintenance of the Parking Area.
- B. [REDACTED] shall contract for snow removal and provide written notice to Yates Theater as to the contract costs associated with weekend snow removal. Yates Theater shall reimburse [REDACTED] for commercially reasonable costs associated with off-hour and weekend snow removal that [REDACTED] would not normally have contracted for but for this License Agreement (“Snow Removal Costs”).

### **6. Indemnification**

Yates Theater shall indemnify, defend, and hold harmless [REDACTED] and its members, managers, officers, employees, and agents from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to (a) Yates Theater’s use or occupancy of the Parking Area, or (b) the acts or omissions of Yates Theater or its agents, employees, contractors, invitees, or patrons in or about the Parking Area, except to the extent caused by the gross negligence or willful misconduct of [REDACTED]

### **7. Waiver of Claims; Assumption of Risk.**

Yates Theater acknowledges that it uses the Parking Area at its own risk. Except to the extent caused by [REDACTED] gross negligence or willful misconduct, Yates Theater waives any and all claims against [REDACTED] for loss of or damage to vehicles or other personal property, or for personal injury, occurring in or about the Parking Area.

### **8. Insurance.**

During the term of this Agreement, Yates Theater shall maintain, at its sole cost and expense:

- a. Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering bodily injury, property damage, and contractual liability, naming [REDACTED] as an additional insured; and
- b. Workers' Compensation Insurance in compliance with the laws of the State of Colorado.

Upon reasonable request, Yates Theater shall provide [REDACTED] with certificates of insurance evidencing the required coverage.

### 7. Termination

- A. Either Party may terminate this Agreement for any reason upon 30 days' written notice to the other Party.
- B. [REDACTED] may terminate immediately if Yates Theater materially violates the permitted use or hours restrictions.

### 8. No Assignment

Yates Theater may not assign or sublicense this Agreement without [REDACTED] prior written consent.

### 9. Compliance With Law

Yates Theater shall comply with all applicable laws, ordinances, and regulations relating to use of the Parking Area.

### 10. Miscellaneous

- This Agreement constitutes the entire agreement between the Parties regarding parking use.
- Amendments must be in writing and signed by both Parties.
- This Agreement shall be governed by the laws of the State of Colorado.

[REDACTED]  
Name: [REDACTED]  
Signature: Reed Baird  
Date: 01/27/2024

Yates Theater:  
Name: [REDACTED]  
Signature: Maul Lao  
Date: January 28 2024