



STANDARD PARTICIPANT SPONSORSHIP AGREEMENT

This Participant Sponsorship Agreement (“Agreement”), dated _____, is made by and between the City and County of Denver acting through its Department of Aviation, Airport Security Office and (“City”) _____ (“Sponsoring Company/Division”), and _____ (“Sponsored Company”) (collectively “Parties”), for participation in the Denver International Airport (“DEN”) Security Program.

Sponsoring Company hereby certifies Sponsored Company is contracted to conduct business with Sponsoring Company at DEN, and the contracted business activities demonstrate a legitimate necessity for unescorted access to the secured and sterile areas of DEN.

Based on the forgoing, the Parties agree as follows:

- 1. Permitted Activities** – Sponsoring Company represents and warrants it discussed the appropriate level of unescorted access to secured and sterile areas and rules and regulations for operations within such areas at DEN with Sponsored Company. Sponsored Company represents and warrants it will not conduct business in any portion of DEN other than those areas necessary for completing its contracted business with Sponsoring Company. To change its employees unescorted access at DEN, Sponsored Company understand and acknowledge it must submit a completed Access Change Form, signed by Sponsored Company’s Authorized Signatory.
- 2. Airport Identification Media (Airport ID Badges)** – Sponsored Company must complete a New Participant Meeting prior to applying for any Airport ID Badges at DEN. City will not issue any Airport ID Badges until Sponsored Company is established as a Participant in the Airport Security Program. Each employee of Sponsored Company conducting work at DEN must pass a fingerprint-based Criminal History Records Check, Security Threat Assessment, and Airport ID Badge training prior to issuance of an Airport ID Badge. Sponsored Company acknowledges Airport ID badges are property of City and agree to surrender Airport ID Badges upon any employee separation event or upon demand by City or its authorized representative. Failure to return badges within ten (10) days of badge expiration and/or employment expiration/ termination is a violation of Part 20 and will result in an unreturned badge fee accrual to Sponsored Company. Sponsored Company must comply with all Airport ID badge audits conducted by City.
- 3. Representations and Warranties** – Sponsoring Company hereby represents and warrants it has explained to Sponsored Company its obligations to perform any services at DEN for Sponsoring Company in accordance with all FAA, TSA, and City rules and regulations, including but not limited Sponsored Company’s responsibilities under the Denver Municipal Airport Systems’ Rules and Regulations Part 20, Part 130, and Part 230. Sponsored Company hereby represents and warrants it will perform all business at DEN in a secure manner in accordance with all FAA, TSA, and City rules and regulations,

including but not limited to Part 20, Part 130, and Part 230 of Denver Municipal Airport System's Rules and Regulations ("DEN Rules"). Sponsored Company agrees to review the DEN Rules and complete the Access Request below prior to scheduling a New Participant Meeting.

- 4. Continuation of Sponsorship** – Participant Sponsorship Certification Forms are due bi-annually (in March and September), and certify Sponsored Company is working with Sponsoring Company at DEN, and as a renewal of this Sponsorship Agreement for the subsequent six months. Sponsoring Company agrees to complete and return a Participant Sponsorship Certification Form, signed by its Authorized Signatory, within ten (10) calendar days of each submittal date or by request. City reserves the right to suspend all Airport ID Badges of the Sponsored Company until the form is received. Sponsored Company must complete reverse audits, and provide a list of Sponsoring Companies upon request by City. Sponsored Company's failure to respond within the allotted time may result in employee badge suspensions.
- 5. Termination of Sponsorship** – This Agreement shall automatically terminate upon either a Notice of Termination from the Sponsoring Company to City and/or any termination of the contract between Sponsoring Company and Sponsored Company. Sponsoring Company's Authorized Signatory must notify City verbally immediately upon Sponsorship termination.
- 6. Assignment** – Sponsored Company shall not assign, pledge, or transfer its duties and rights under this Agreement, in completely or in part. Any attempt by to assign or transfer its rights hereunder shall automatically terminate this Agreement and all rights hereunder.
- 7. Defense and Indemnification** – Sponsored Company hereby agrees to indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to this Agreement ("Claims"). This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Sponsored Company either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

In addition to its duty to indemnify City, Sponsored Company must defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, fines, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

- 8. Integration** - This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have

any force or effect unless embodied in a written amendatory or other agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the Parties, their successors.

[Signature Page Follows]

I, the undersigned, have read and understand this Agreement and have completed all information prior to sending it to City for a New Participant Meeting or new Sponsorship for an established company.

For Sponsoring Company: _____ (signature)

_____ (printed name)

_____ Phone

Sponsoring Company Authorized Signatory

For Sponsored Company:

_____ (signature)

_____ (printed name)

Authorized Signatory

For City and County of Denver, Department of Aviation, Airport Security Office:

_____ (printed name)

For use by DEN Airport Security

Sponsored Company Information

Company Name and Department (if applicable):

Representative Name:

Representative Phone Number:

Representative Email:

Business Address:

Specific Access Requested, please check and list specific areas where access is necessary:

- Sterile Area Secure Area Public Area

Concourse

- A B C Terminal

Elevator/Stairwell

- Yes No AOB (Airport Office Building) Only

If Yes or AOB, please explain:

Unescorted Driving Privileges Requested:

- Airfield/Tunnel Driving Privileges
 Limited Access Route (LAR) endorsement
 No Driving needed

Please indicate the type of work that will be conducted by the sponsored company, along with project name (if any), all expected work locations, and any specific doors, elevators, AOB building, etc. needed to perform job duties. **(PLEASE BE SPECIFIC)**:

Return Mailing Address: DIA Airport Security 8500 Pena Blvd Room 451, Denver, CO 80249/ email Inez.Martinez@flydenver.com