

Terms and Conditions for Denver Broncos Marketing Talent Appearances

Updated April 1, 2026

These Terms and Conditions for Denver Broncos Marketing Talent Appearances are entered into by and between Broncos (see Section 17 for this and certain other capitalized terms that are not defined within the body of these Terms and Conditions) and the entity or person executing a Appearance Confirmation for the purpose of engaging Denver Broncos Marketing Talent for one or more Appearance(s) (“**Event Host**”). These Terms and Conditions together with the Appearance Confirmation together constitute the “**Agreement**”. The “**Effective Date**” of this Agreement is the date on which the Event Host executes the Appearance Confirmation.

Modifications to this Agreement: From time to time, the Broncos may modify this Agreement. Unless otherwise specified by the Broncos, changes become effective upon their being posted to this website or a successor website for Denver Broncos Marketing Talent Appearances.

- 1. Broncos Responsibilities.** In exchange for the payment of the Appearance Fee set forth in the Appearance Confirmation and subject to the terms and conditions of this Agreement, Broncos will (a) cause the Talent to appear at the Event in the Event Location on the Event Date and at the Event Time, (b) to be present for the duration specified in the Appearance Confirmation, and (c) perform the Entertainment Services as may be specified in the Appearance Confirmation.
- 2. Event Host Responsibilities.** Event Host agrees to promptly provide all information reasonably requested by the Broncos and/or the Talent in order to prepare for and perform the Appearance. For each Appearance, Event Host agrees to provide one (1) reserved parking spot per Talent member in close proximity to the Event Location. Additionally, for all Talent, if the Appearance is occurring outdoors and the expected temperature on the Event Date is 75 degrees or higher, Event Host will permit the Talent to take reasonably frequent breaks to avoid dehydration or heat stroke, and Event Host will provide adequate hydration to the Talent.
- 3. Appearance Fees.** The Appearance Fees for the Talent vary depending on which Talent members and the length of performance selected by the Event Host. The Appearance Fee is set forth in the Appearance Confirmation and is exclusive of any taxes or other charges that may be required to be paid in connection with the Appearance(s), all of which (excluding taxes on Broncos’ net income) are the sole responsibility of the Event Host. If an Event Host is a registered nonprofit entity, the

registered event host must present evidence of its tax exemption in order to be exempt from any taxes imposed on the Appearance Fees.

- 4. Additional Costs.** The Event Host is responsible for any additional costs incurred in connection with the Event (“**Additional Costs**”). Additional Costs may include, but are not limited to: (i) for Events more than 50 miles from Empower Field at Mile High, a mileage charge based on the Internal Revenue Service standard mileage rate for the year in which the Event occurs; (ii) any applicable taxes; (iii) any other unforeseen travel or similar reasonable expenses included by the Talent in connection with making the Appearance(s);(iv) security for Talent if required in the reasonable discretion of Broncos, and (v) additional fees in the event that the Talent is required by the Event Host to stay longer than the duration of the Event specified in the Appearance Confirmation, subject to a five-minute grace period (“**Overstay Charges**”). Overstay Charges are billed at \$100 per Talent member per 15 minutes of additional time.

- 5. Invoicing; Payment.** Broncos will issue an electronic invoice for the Appearance Fee to Event Host promptly upon receiving an executed Appearance Confirmation from Event Host. Each invoice is due upon receipt and must be paid by credit card through Broncos’ designated payment portal. Broncos reserve the right to cancel the Appearance without penalty or liability to the Event Host if payment of the Appearance Fee is not received within 10 days following Broncos’ issuance of the invoice (or, if the Event is scheduled to occur less than 10 days after the Appearance Confirmation is signed by the Event Host, if payment is not received at least 48 hours prior to the start of the Event). All Additional Costs including Overage Charges will be invoiced electronically promptly following the event and are due upon receipt. In the event that any invoice for Additional Costs remains unpaid after 10 days following Broncos’ issuance of the invoice, Event Host will be assessed a late charge equal to 10% of the original Appearance Fee, and all amounts due shall thereafter accrue cumulative and compounding interest at a rate of 1.5% per month. Broncos reserve the right to recover all unpaid Appearance Fees, Additional Costs, late charges, interest and other costs of collection, including reasonable attorneys’ fees, from Event Host.

- 6. Cancellation by Event Host.** Event Host may cancel the Event and receive a refund of the Appearance Fee if Event Host provides written notice to the Broncos at BrandTalent@Broncos.NFL.net at least 14 days prior to the Event Date. Broncos will

not issue any refund for any Event cancelled by Event Host with less than 14 days prior written notice and Event Host will be responsible for any out-of-pocket expenses incurred by Broncos in connection with preparing for the Event.

- 7. Cancellation by Broncos.** Event Host acknowledges and agrees that Broncos may, in its sole discretion and at any time for any reason, cancel the Appearance(s) without cause and without any obligation or liability to Event Host, upon written notice delivered by email to the Event Host at the email address listed on the Appearance Confirmation. In the event Broncos cancels the Event other than as a result of a payment default or other material breach of this Agreement by Event Host or as a result of a Force Majeure Event, Broncos will refund any payments made by Event Host for the Event.
- 8. Representations, Warranties, Covenants and Indemnification.** Event Host represents and warrants to Broncos: (a) the Event will conform in all material respects to the Event Details set forth in the Appearance Confirmation; (b) the Event will not have an adverse effect on the reputation or goodwill of the Broncos, the Talent, or any of their respective affiliated entities (including ownership), and Event Host will use reasonable commercial efforts, skill, judgment and abilities and professional, qualified and competent personnel in connection with the conducting of the Event; (c) Event Host will not, without the prior written consent of Broncos (which may be withheld in Broncos' sole and absolute discretion): (i) refer to Event Host's relationship with Broncos or the Talent in any promotion or advertising of the Event Host or its products or services; or (b) disclose to any person or entity any information regarding this Agreement or its terms, or use any information about this Agreement or other confidential or proprietary information of Broncos acquired as a result of this Agreement for any purpose other than as may be strictly necessary to perform Event Host's obligations under this Agreement. Event Host will indemnify, defend and hold harmless Denver Broncos Team, LLC, Stadium Management Company, LLC, DB Cheerleaders, LLC, each member of the Talent, each of their respective affiliates, and each employee, agent, contractor, owner, partner or other contracted representative of any of the foregoing, from and against all claims, losses, damages and expenses (including reasonable attorneys' fees and personal injury or property damage) arising out of or resulting from any claim with respect to (a) bodily injury or death of a member of the Talent performing at the Appearance; (b) Event Host's misrepresentation or breach of any provision of this Agreement; (c) any act or omission of Event Host or any of its employees, agents, contractors, guests, invitees and any other person present at the Appearance with the consent of Event Host; or (d) any violation of law

by Event Host or any of its employees, agents, contractors, guests, invitees and any other person present at the Appearance with the consent of the Event Host. Broncos reserve the right to retain control of the defense and settlement of any claim subject to indemnification under this Agreement and Event Host will be responsible for all costs and damages incurred by Broncos in connection with such defense.

9. Insurance. Event Host represents to Broncos that Event Host maintains liability insurance in a coverage amount adequate to cover all reasonably foreseeable liabilities and indemnification obligations arising out of this Agreement.

10. Force Majeure. Event Host agrees that Broncos shall be excused from performing at, and shall not be liable to Event Host for the cancellation or postponement of, any appearance as a result of guidelines or restrictions of the NFL established subsequent to the date of this Agreement, changes in schedules or locations, technical or mechanical difficulties, preemptions, strikes, lock-outs, labor disputes, boycotts, riots, war, national emergencies or disasters, terrorist acts or threat thereof, governmental restrictions, acts of God, or any other cause beyond the control of Broncos (any of the foregoing, a “**Force Majeure Event**”). If a Force Majeure Event prevents the Talent from performing or completing the Appearance, then Broncos shall, at their sole option and discretion, provide either a pro rata refund of any Appearance Fees or substitute an additional Appearance at a future date that is mutually convenient for Broncos and Event Host.

11. Intellectual Property. Event Host shall not, by virtue of this Agreement, have or receive any right to use the trademarks, logos, slogans, tag lines, designs, copyrights, tradenames or other intellectual property of the Denver Broncos, Miles the Mascot, the Denver Broncos Cheerleaders, Denver Broncos Stampede, or the National Football League (the “Broncos IP”) for any purpose. All intellectual property rights relating to the activities and performance of the Talent during the Appearance are Team IP, and Talent may not be recorded, videotaped, reproduced, transmitted or disseminated in or from the location of the Event in any manner or by any means for any commercial purpose or value without the prior written consent of Broncos. Any unauthorized use, transmission, picture, video or reproduction of the Appearance is prohibited. Except with the prior written consent of Broncos, no one shall sell or distribute promotional material or merchandise in connection with the Appearance, including any advertising of the Appearance prior to and on the Event Date.

12. Liability and Jury Trial Waiver. In no event shall Broncos, any Talent, or any of their or their affiliates' respective employees, agents, contractors, owners, partners or other contracted representatives, be liable to Event Host, or any employee, agent, contractor, guest or invitee of Event Host, for any consequential, special or punitive or exemplary damages of any kind, or for the loss of anticipated profits or for business interruption, even if Broncos has been advised of the possibility of such loss or damages and regardless of whether any remedy set forth herein fails of its essential purpose. Except for damages resulting from Broncos' or the Talent's fraud or willful misconduct, Broncos' aggregate liability to Event Host and any employee, agent, contractor, guest or invitee of Event Host arising out of or resulting from this Agreement shall be limited to the aggregate amount of the Appearance Fee charged by Broncos for the Appearance. Event Host hereby irrevocably waives all right to trial by jury in any summary or other action, proceeding or counterclaim arising out of or in any way connected with this Agreement and any claim for injury or damages. Event Host also hereby waives all right to assert or interpose a counterclaim in any summary proceeding or other action brought by Broncos.

13. Governing Law; Dispute Resolution. The performance, interpretation and enforcement of this Agreement shall be governed by the internal laws of the State of Colorado, without giving effect to the conflicts of laws provisions thereof. All disputes arising out of or relating to this Agreement will be exclusively and finally resolved by binding arbitration as provided in this section; provided, however, that Broncos will not be required to arbitrate any claim that Event Host has defaulted in the payment of any Appearance Fees or any Additional Costs, and such claims may be brought by Broncos in any forum of competent jurisdiction. Prior to filing any arbitration proceeding hereunder, Event Host shall notify Broncos in writing at legal@broncos.nfl.net of the existence and the nature of the dispute. Within ten (10) business days of Broncos' receipt of such notice, authorized representatives of each party will meet in good faith in an attempt to resolve the dispute. If such informal dispute resolution attempts prove to be unsuccessful, either party may submit the dispute for arbitration to be conducted remotely or in Denver, Colorado, by a single arbitrator, and administered by the American Arbitration Association in accordance with its Commercial Rules if Event Host is a non-natural person and with its Consumer Rules if Event Host is a natural person. The award and decision of the arbitrator will be conclusive and binding upon all parties, and judgment upon the award may be entered in any court of competent jurisdiction. The parties waive any right to contest the validity or enforceability of such award. Nothing in this Agreement shall be construed to prohibit Broncos from seeking injunctive or other equitable

relief in a court of competent jurisdiction prior to or concurrently with the commencement of any arbitration proceeding in order to protect and preserve Broncos' rights under this Agreement or Broncos' or the Talent's reputation.

14. Waiver; Assignment. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement. Event Host may not directly or indirectly assign any of its rights or obligations under this Agreement (including by merger, sale of business or assets, or operation of law) without the prior written consent of Broncos. Any notice required to be given by Event Host hereunder shall be given by email to BrandTalent@Broncos.nfl.net and legal@denverbroncos.nfl.net and will be effective the next business day following Event Host's transmission of notice without receiving an electronic "bounce-back" or other automated rejection of the email. Any notice required to be given by Broncos will be given by email to the email address for Event Host provided in the Appearance Confirmation and will be effective immediately upon transmission unless Broncos receive an electronic bounce-back or other automated rejection of the email.

15. Entire Agreement. These Terms and Conditions together with the Appearance Confirmation constitute the entire agreement between Event Host and Broncos with respect to the Appearance and the Event and shall supersede all prior agreements, understandings and negotiations between Event Host and Broncos with respect to the subject matter hereof. No personnel of Broncos nor any member of the Talent has been authorized to provide any oral or written representations, warranties or covenants that differ from any obligation of Broncos set forth in this Agreement.

16. Survival. Any provision of this Agreement which by its nature or terms survives expiration or termination of this Agreement, including, without limitation, all provisions with respect to payment of Appearance Fees and Additional costs, confidentiality, intellectual property rights, limitation of liability and indemnification, shall survive termination or expiration of this Agreement and continue in full force and effect.

17. Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of

such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

18. Defined Terms. The following terms in this Agreement shall be understood to have the meanings set forth herein:

“Appearance” means the Talent’s appearance at and performance of entertainment services during the Event as contracted pursuant to this Agreement.

“Appearance Confirmation” means the Denver Broncos Marketing Talent Appearance Confirmation

“Broncos” means Denver Broncos Team, LLC, except in the case of Denver Broncos Cheerleaders’ Appearances, in which cases, “Broncos” means DB Cheerleaders, LLC.

“Event” means the Event Name specified in the Appearance Confirmation.

“Event Date” means the Event Date specified in the Appearance Confirmation.

“Event Location” means the Event Location specified in the Appearance Confirmation.

“Event Time” means the Event Time specified in the Appearance Confirmation.

“Talent” means one or more of Denver Broncos Cheerleaders, Miles the Mascot and/or Denver Broncos Stampede Brass & Beats.