

**Special Use
Permit Application & Agreement
for the Bluff Facility
Town of Westcliffe**

Application Date: _____

PLEASE DO NOT LEAVE ANY BLANKS (MARK N/A AS APPROPRIATE). Detailed answers will assist in expediting the processing of applications. For assistance in completing the application please contact Town of Westcliffe Town Clerk at 719-783-2282.

A. Fill in the blanks

Name of Event: _____

Dates of Activity, Event or Program (including set up and tear down): _____

Applicant: Organization Name: _____

Mailing Address: _____

E-mail: _____

Event Manager/Responsible Party(s) (Must be over 18 years of age)

Name: _____ Phone: _____

Name: _____ Phone: _____

Number of Attendees_ _____

*****Application Fees- cash or check is required at the time of submittal.
\$50.00 Special Use Application Fee
Non-Refundable**

Type and purpose of Activity, Event or Program (describe in detail the proposed use and activity for the park facility):

A. Parking/Traffic Flow

1. Organization and/or individuals authorized to direct traffic: _____
2. Will your event require a street closure and/or on street parking? _____

B. Evacuation Plan

Describe the plan for communications to be used in the event of an emergency: _____

Be sure to indicate evacuation routes on the provided site map.

C. Security/Law Enforcement

1. Provide a detailed plan for communications to be used in the event of an emergency:

2. Do you anticipate utilizing Custer County Sheriff/Posse for ground security and/or traffic direction? If not please indicate security will be managed.

D. Emergency Medical Care

1. Describe Emergency Medical Services arrangements/plan: _____

E. Sanitation

1. Number of Port O Lets that you will be providing: _____
Please see attached requirements
2. Describe Trash Collection/Removal Plan (#of receptacles _____ # of dumpsters _____)

F. Vendors

1. List all Food Service Vendors/Caterers: _____

2. List all Non Food Vendors

Be sure to indicate locations of all vendor booths on the site map.

G. Alcohol

1. Will alcohol be served at your event?

If so, please refer to #11 and #12 in the Bluff Park Facility Rules and Regulations.

H. Utilities

1. Will you utilizing utilities? Electric : _____ Water : _____

2. Will this event be using a sound system/amplification (not to exceed 50 decibels): _____

3. No generators allowed.

I. Animals

1. Restrictions may apply; service animals allowed.

J. Camping

1. Will your event allow RV/camping? _ _____

2. RV's/Camping is not allowed in the North Parking Lot.

3. Camping is allowed in the South Parking Lot.

4. Generators allowed from 7:00 a.m. to 9:00 p.m.

5. RV campsites with hookups are available at local RV campgrounds.

K. Please list any other special requirements.

CONDITIONS OF APPROVAL:

- Submit Application with special use application fee
- Signed Agreement
- Payment of the Security/Damage Deposit
The applicant will be required to pay a security/damage fee in an amount not-to-exceed three hundred dollars (\$300.00).
- Payment of rental fees

The Town of Westcliffe shall conduct a final review of the subject application.

AGREEMENT

THIS AGREEMENT is made between the TOWN OF WESTCLIFFE, a municipal corporation of the State of Colorado, 305 Main Street, Westcliffe, Colorado 82152 ("Town") and _____("User"), for the purpose of obtaining short-term use of the BLUFF PARK FACILITY as described and provided for in the Agreement. This Agreement is effective following proper execution by the User and on the date of execution by the Town as indicated below.

1. **AGREEMENT TO LEASE AND RENT.** The Town hereby agrees to lease and rent the Bluff Park Facility to the User for the Activity, Event or Program during the date and time provided above and User agrees to strictly conform to the terms and conditions of this Agreement, and those set forth in the "Bluff Park Facility Rules and Regulations." Failure of the User to fully and timely comply with the terms and conditions of this Agreement and the "Bluff Park Facility Rules and Regulations" shall release the Town from any obligation to provide the Bluff Park Facility to the User as provided in this Agreement.

2. **APPLICATION FEE.** A non-refundable application fee of **\$50.00** shall be paid to the Town prior to the Town's execution of this Agreement. The application fee is intended to cover reasonable administrative costs of the Town in providing the rental and lease of the Park Facility.

3. **RENTAL FEE.** See Bluff Rental Fee Schedule for appropriate rental fee \$_____.

4. **SECURITY DEPOSIT FOR DAMAGES AND CLEAN-UP.** The User shall pay to the Town prior to the Town's execution of this Agreement a deposit in the amount of \$_____. At the sole discretion of the Town, payment of the security/damage deposit may be required in the form of certified funds. Such security/damage deposit shall be refunded if written notice of cancellation of the event is received as follows: in full at least thirty (30) days prior to the scheduled date of the event, no refund within (14) days.

5. **BLUFF PARK FACILITY DIAGRAM.** The Town may require the User to provide a diagram indicating the proposed physical layout and use of the facility. The Town shall have authority to approve, disapprove, or modify the physical layout of the event. Once approved by the Town, the diagram shall be incorporated into this Agreement as a representation of the permitted use of the facility for the event.

6. **CONFORMANCE WITH TOWN ORDINANCES, RULES AND REGULATIONS.** The User shall conduct the Event in accordance with Town ordinances, rules and regulations of the Town of Westcliffe.

7. **USER'S OBLIGATION TO SUPERVISE EVENT.** The User(s) shall be in attendance at all times during the Activity, Event or Program and ensure conformance with the requirements of this Agreement in the conduct of the Event. The User understands that failure to conduct the Activity, Event or Program in strict accordance with this Agreement will constitute breach of the Agreement and the Town may immediately terminate the Activity, Event or Program for such failure.

8. **ADDITIONAL SERVICES OR ACCOMMODATIONS.** The Town may, at its discretion, require that the User provide for other services or accommodations reasonably necessary to serve the Activity, Event or Program, including but not limited to parking attendants, trash removal and cleaning services, portable restrooms, temporary fencing and signage, or additional trash dumpsters or containers. In the event the Town requires the User to provide such additional services or accommodations as part of this Agreement, such requirements shall be stated in an addendum to this agreement acknowledged by the Town and the User and such addendum shall be incorporated into this Agreement.

9. ATTENDANCE. The Town reserves the right to limit the number of persons in attendance at the Activity, Event or Program to the number specified by the User in this Agreement.

10. SPECIAL EVENT PERMIT FOR ALCOHOL. Alcohol is strictly prohibited at the any Park Facility unless the following criteria are met:

1. Alcohol consumption must be outlined in the Rental Agreement and details determined (such as: location, time, security plan) during planning meetings with the Town Clerk.
2. If alcohol is to be sold at the Bluff Park Facility:
 - User must obtain a “Special Event Permit” (State of Colorado regulated through the Town of Westcliffe).
 - Provide certificate of insurance including liquor liability as described in the insurance section herein.
3. If the User fails to disclose that alcohol is to be sold, served or otherwise made available as described above, the User, participants, spectators and anyone else involved with the event are subject to removal, citation or arrest at the discretion of the Custer County Sheriff’s Office.

11. LIABILITY AND INDEMNIFICATION. The User shall neither hold nor attempt to hold the Town liable for and will hold harmless and indemnify the Town from and against any and all demands, claims, causes of action or judgments, and any and all expenses (including without limitation, attorney’s fees and costs) incurred by the Town in investigating and resisting the same arising from any injury or damage to the property of the User, any other purpose whatsoever, where the injury or damage is caused by the negligence or misconduct of the User, it’s agents servants, employees, guests or any other person on or where such injuries are the result of the violation of law, ordinances, governmental orders of any kind, or of any provision of this Agreement.

12. INSURANCE. User shall provide insurance coverage for the Activity, Event or Program as provided below:

Prior to the Town’s execution of this Agreement, the User shall provide to the Town evidence of liability and property damage coverage and evidence of liquor liability coverage and insurance applicable to the Event in the minimum amount of \$1,000,000.00 and a copy of the policy endorsement. Certificate is to read as follows with this **exact** language: **ADDITIONALLY INSURED, TOWN OF WESTCLIFFE, its OFFICERS, OFFICIALS AND EMPLOYEES.** Additional Certificates of Insurance as needed for properties leased by the Town of Westcliffe. Contact the Town Clerk for further information.

13. CLEAN-UP OF FACILITY. The User shall restore the Facility to the same condition as that existing prior to the Activity, Event or Program and shall clean the facility of all litter, trash, debris, and shall remove all User’s equipment used in conjunction with the Activity, Event or Program no later than two (2) days after the event; however exceptions may be made due to inclement weather. In the event the User fails to adequately clean the facility or remove all equipment, the Town shall retain all or a portion of the damage deposit. In the event the costs to clean the facility exceed the amount of the damage deposit, the User shall pay to the Town such additional amounts. Failure to pay such costs within ten days of the date of the written notification of the amount due shall constitute a breach of this Agreement.

14. DAMAGES TO THE BLUFF PARK FACILITY. In the event any damage occurs to the park facility during the activity, event or program (including the time before and after to set-up and break down of the event), the actual costs of repair, replacement or remedy of such damage shall be deducted from the User’s damage deposit. In the event such costs exceed the amount of the damage deposit, the User

shall pay the Town such additional amounts due. Failure to pay such costs within ten days of the date of the written notice of the amount due shall constitute a breach of this Agreement.

15. CONFORMANCE WITH LAWS. Nothing in this Agreement is intended to exempt, waive or otherwise modify the local ordinances and laws of the Town of Westcliffe.

16. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is intended to exempt, waive or in any way limit the availability or applicability of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, as amended.

17. NO RESPONSIBILITY FOR PROPERTY. The Town shall not be responsible for loss, theft or damage to property of the User, or agents, guests, customers, invitees, permittees, vendors or suppliers of the User.

18. TERMINATION OF AGREEMENT. This Agreement may be terminated by the Town at any time if the User breaches this Agreement. This Agreement may be unilaterally terminated by the Town or the User upon written notice received by the other party not less than ten days prior to the date of the Activity, Event or Program. In the event the User terminates this Agreement, NO refund of any or part of the fee required by paragraph 2 of this Agreement shall be made by the Town. In the event of termination by the Town for any reason other than breach of the Agreement by the User, the Town shall refund to the User the fee and damage deposit paid by the User.

19. LIMITATION OF TOWN DAMAGES. The Town shall be limited to the amount of the rental fee and damage deposit for breach of this Agreement. Unless otherwise provided by law, the Town shall not pay attorneys fees, or legal costs or expenses resulting from User's enforcement of this Agreement.

20. NO TRANSFER OR ASSIGNMENT. This Agreement shall not be transferred or assigned by the User to another individual or group without the prior written consent of the Town, which may withhold consent for any reason.

21. PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth for 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.

22. INTEGRATION AND AMENDMENT. This Agreement may be amended only in writing signed by User and the Town. If any other provisions of this Agreement are 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.

23. DEFAULT. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper. If the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party shall have the right to an action for specific performance or damage or both.

24. WAIVER OF BREACH. A waiver by the Town 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 the User.

25. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Colorado. Venue for an action for the enforcement of this Agreement shall be in the appropriate court for Custer County, Colorado.

USER: _____

Date: _____

CO-USER: _____

Date: _____

CO-USER: _____

Date: _____

TOWN OF WESTCLIFFE

By: _____

ATTEST: