



little beach park

minturn, colorado

LITTLE BEACH

RULES, REGULATIONS, AND RELEASE

MINTURN 
— COMMUNITY FUND

LITTLE BEACH PARK AND AMPHITHEATER **RULES AND REGULATIONS**

BOOKING PROCEDURE – Outdoor use of the Little Beach Park and Amphitheater premises, including the stage, is only allowed May 1 – September 30. Contact the Minturn Community Fund (“MCF”) at (970) 827-4235 or (970) 827- 5954 during normal working hours. Availability will be determined and booking information will be provided. Use of the facility will be confirmed upon final approval by the MCF, review and comments by the Town of Minturn (the “Town”), receipt of the specified deposit, usage fees, proof of insurance, and signed Little Beach Park and Amphitheater Event Application and Approval. The Town of Minturn reserves the right to deny any Event Application.

1. The MCF will license the Applicant to use the Little Beach premises pursuant to the terms of these Guidelines and the Little Beach Park and Amphitheater Event Application and Approval.
2. The MCF will retain the usage fee if cancellation occurs less than fourteen (14) days prior to the event.
3. Deposits will be returned within 10 business days following the event, net of any MCF retentions.
4. Any event shall follow all state and local laws, including the acquisition of all required permits for such events and the strict adherence to the rules and regulations governing the sale of alcohol, if applicable.
5. Sponsor shall release the Town and the MCF from any liability and hold the Town and the MCF harmless from any claims arising from the use of the premises during the term of use (Waiver and Release from Liability and Agreement to Indemnify, attached hereto, must be signed). The Sponsor shall be responsible for obtaining liability insurance coverage with a minimum of one million dollars (\$1,000,000) of coverage per event. A Certificate of Insurance verifying this coverage, from setup through takedown, must be submitted within fourteen (14) days of the event. The Town and the MCF shall be named as an “additional insured” in the policy. The Town and the MCF may require a higher aggregate amount of liability insurance coverage for some events. Contact your insurance agent regarding coverage.
6. A license to use the Little Beach Park and Amphitheater includes use of the entire Park premises, including the playground. During the event the Little Beach Park will be open to the public.
7. Sponsor shall schedule a pre-event meeting with the MCF and Town Police Chief and Public Works Director and/or Parks Superintendent for the purpose of coordinating logistical issues. This meeting is required at least 14 business days before the event and is a condition of event approval.

8. The placement of tent stakes, anchors or any other objects into the ground is strictly prohibited unless the Sponsor has received approval from the Town Public Works Director to avoid damage to underground utilities or irrigation lines.
9. Vehicles are only allowed in areas designated by the MCF to load and un-load; all parking must be in designated areas. The Sponsor will be responsible for notification to all vendors, performers, etc. that vehicles not actively loading or un-loading will be towed. Over night parking is not permitted at or near the premises.
10. Sponsor is responsible for ensuring the area is thoroughly cleaned immediately following the completion of the event. Dumpster requirements are based on the number of participants expected. One (1) 4-yard dumpster is required per six hundred (600) people. The location and placement of dumpsters need to be approved by the MCF and Town Public Works Director and/or Parks Superintendent in the pre-event meeting. Sponsor must make a commitment that the area will be continually patrolled for cleanliness.
11. Required Facility Cleaning. If cleaning is not satisfactory a fee of \$75 per hour will be deducted from your deposit.
 - Remove all trash from premises
 - Empty and clean all trash cans
 - All leftover food removed and properly disposed of from vendor locations or permanent concession stands
 - Clean composting restroom
 - Amphitheater stage swept and mopped, if necessary
12. There are to be no nails or tacks put into any walls.
13. Events must be concluded by 9:00 p.m. Monday – Thursday and Sunday, and 10:00 p.m. Friday and Saturday.
14. All vendors, food or otherwise, must follow all state and local tax and health code requirements, and inform its insurers of the same.
15. All concerts or other entertainment events that involve ticket sales must pay additional box office and facility fee charges as provided in the Little Beach Park and Amphitheater Event Application.
16. It is the responsibility of the Sponsor to obtain a Special Event liquor license, if liquor is to be SOLD on the premises. The local and State liquor license approval process could take up to ninety (90) days to process. The Town reserves the right to deny the service or sale of alcoholic beverages to any individual or group for any reason and in its sole discretion.
17. It is the responsibility of the Sponsor to inform vendors selling any items (food, clothing, etc.) that a State Sales Tax license designating sales within Minturn must be obtained from the State of Colorado prior to the event.
18. It is the responsibility of the Sponsor to deliver notices to nearby residents informing

them of the event. Notices must be delivered within 7 to 14 days prior to the event.

19. Based on the event, Sponsor may be required to have a minimum of one (1) off-duty sworn law enforcement officer per six hundred (600) people for a non-alcohol event. If an event permits alcohol, a minimum of one (1) off-duty sworn law enforcement officer is to be in attendance for every one hundred (100) people during the event with a minimum of two (2) off-duty sworn law enforcement officers per event, at the Sponsor's expense. If off-duty sworn law enforcement officers are not available, private, trained security personnel may be hired for the event.
20. On stage performance rehearsal will be subject to availability of the Premises and limited to two evenings.
21. Dogs and other pets are strictly prohibited from the site of the event. The Sponsor shall include notice of this prohibition in all advertising for the event, and shall monitor the event for compliance with this prohibition. The Sponsor shall be responsible for removal of dogs and pets from the event site, unless direct written approval has been granted prior to the event.
22. Glass bottles or glass containers are prohibited for any reason in Little Beach Park.
23. All types of lawn chairs are prohibited with no exceptions (Rigid chairs with legs are not permitted). Inflatable seats such as the "ThermaRest Lounger" brand are allowed, as are blankets and tarps.
24. Use of bikes, skateboards, and inline skates are not permitted in Little Beach Park during the event. A bike rack will be provided near the Little Beach Park entrance.
25. Strollers, coolers, picnic baskets, and umbrellas are welcome. Strollers may be stored near the Park entry at your own risk.
26. Smoking is prohibited in Little Beach Park, except in designated areas. Absolutely no smoking is allowed in the Park Amphitheater.
27. The MCF or the Town reserves the right at any time to enter onto the premises to review Sponsor actions and/or for any other reasonable purpose.
28. Sponsor has inspected the premises and agrees to accept premises in such condition at the time of the use.
29. Fires, except for use of grills by vendors, are prohibited.
30. Sponsor shall not assign nor sublet the premises or any portion thereof (vendors excluded). Vendors must be approved as part of the Event Application.
31. Sponsor has reviewed lighting, power and water available at event location, if needed, Sponsor must provide additional power and/or water needs.

32. Portable fire extinguishers are to be at each food booth cooking food.
33. No overnight parking or camping is permitted on or near the premises.
34. Portable restroom facilities, trash cans and/or dumpsters are required for outdoor events. It is the Sponsor's responsibility to make all arrangements (drop-off and pick-up) and pay any fees. The locations of the toilets need to be determined on the site plan and approved in the pre-event meeting.
35. Applicant must notify the Minturn Police Chief at (970) 827-5645 and the Eagle County Emergency Management Department at (970) 328-3545 of the scheduled event in case of EMS needs, evacuation plan, and access issues. Vendors serving food must notify Eagle County Environmental Health at (970)328-8755.
36. Sponsor is required to provide a detailed site plan with the following information:
 - Parking locations
 - Vendor parking locations
 - Emergency access
 - Temporary fencing
 - Locations of outdoor restroom facilities (Port-a-Potties)
 - Dumpster locations, etc.
 - Tent locations
 - Alcoholic beverage location, if applicable
37. Sponsor understands that damages to the facility and property or not abiding by these above conditions, is cause for cancellation or withdrawal of Event Application approval or issuance of any future approvals and restitution of damages.
38. Sponsor shall not install, place, inscribe, paint or otherwise attach and shall not permit any banner, sign, advertisement, notice, within or outside the premises without prior written consent of the MCF. Any sign placement must comply with the Town of Minturn's regulations. Sponsor shall remove all such permitted signs the day after the event. All non-permitted signs will be removed by the MCF.
39. The maximum occupancy of the premises is 850 people.
40. The Town and MCF reserve the right to accept, reject or modify an event based on the impacts or the overall benefit to the community.

The recommendation for approval is not final until all requirements have been met and the appropriate MCF Representatives have granted approval.

THIS IS A RELEASE

WAIVER, RELEASE FROM LIABILITY AND AGREEMENT TO INDEMNIFY

This document affects your legal rights. Read it before signing. If you do not understand any part, we urge you to consult your attorney.

IN CONSIDERATION of being permitted by the **TOWN OF MINTURN, COLORADO** (“Town”) and the **MINTURN COMMUNITY FUND** (“MCF”) to enter onto its property known as the Little Beach Park and Amphitheater and its premises located at Cemetery Road, Minturn, Colorado (the “Premises”), pursuant to the Little Beach Park and Amphitheater Event Application and Approval to which this RELEASE is attached.

1. The undersigned is authorized to make this application on behalf of the Releasor.
2. The use of the Little Beach Park and Amphitheater and its Premises as authorized by the Town and MCF shall take place as noted in the Little Beach Park and Amphitheater Event Application and Approval.
3. That upon entering the Premises, Releasor will continuously thereafter inspect such surroundings and facilities and all portions thereof, and its continued use thereof shall constitute an acknowledgment that it has inspected the Premises and finds and accepts the same as being safe and reasonably suited for the purposes of the use; and further agrees and warrants that if at any time the Premises is deemed to be unsafe, Town officials and the MCF will be notified, and use of the facility will be terminated.
4. RELEASOR HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE TOWN OF MINTURN, COLORADO, or the MCF, their officers, officials, employees, and representatives on account of injury or damage to the person or property of the Releasor, its members, guests, invitees, officers or agents whether caused by negligence of the Town, the MCF or otherwise, while Releasor utilizes the Premises.
5. RELEASOR AGREES TO INDEMNIFY AND HOLD HARMLESS the Town from any liability, damage or cost which may be incurred to or due to the presence of the Releasor, its members, guests, invitees, officers or agents within the Premises, whether caused by negligence of the Town, the MCF or otherwise.
6. RELEASOR HEREBY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the Town, the MCF or otherwise while on or upon the Premises and/or while competing, officiating, observing or working for or participating in the event which is the subject of this Agreement.
7. Releasor expressly agrees that the foregoing release, waiver, and indemnifying agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado, and further that if any portion thereof is held invalid, the remainder of this agreement shall continue in full legal force and effect.

RELEASOR HAS READ AND VOLUNTARILY SIGNS THIS WAIVER, RELEASE FROM LIABILITY AND AGREEMENT TO INDEMNIFY on behalf of its members, guests, invitees, officers or agents and further agrees that no oral representations, statements or inducements have been made.

IN WITNESS WHEREOF, I have signed this WAIVER, RELEASE FROM LIABILITY AND AGREEMENT TO INDEMNIFY this _____ day of _____, 20_____.

PRINT NAME: _____

RELEASOR SIGNATURE: _____