

**BEAVER CREEK RESORT COMPANY OF COLORADO
CREEKSIDE PARK PAVILION APPLICATION FOR SPECIAL PERMIT**

FEE: \$500.00

Date: _____

1. Name of Applicant: _____

2. Contact Person: _____

3. Address: _____

City: _____ State: _____ Zip: _____

Phone No. _____ Fax No. _____ E-Mail: _____

4. Ownership of Business: (if applicable) a. Corporation _____ b. Partnership _____ c. Nonprofit _____

d. Other (Explain): _____

5. a. Date(s) requested: _____

b. Nature of business or requested use of Permit area: _____

c. No. of participants anticipated: _____

d. Any tents, equipment, or other items anticipated (if so, name of supplier): _____

d. Hours for which Permit is requested: _____

6. Colorado State Employer Identification Number or Social Security Number: _____

7. Resort Company Business License #: _____ Expiration Date: _____

8. Name & Address of **Beaver Creek Property Owner Sponsorship**: _____

9. Any other pertinent information: _____

Complete and sign on the reverse side, then return to:

Jean Dennison
Beaver Creek Resort Company
P.O. Box 5390
Avon, CO 81620-5390
Ph: 970.845.5896
fax: 970.845.5945

The undersigned hereby applies for a Special Permit to use Premises in the Beaver Creek Resort and hereby certifies to the Resort Company and agrees as follows:

1. Applicant acknowledges that Beaver Creek operates under Amended and Restated General Declarations and agrees to comply with all the provisions of such Declarations and the Rules and Regulations of the Resort Company, all as presently in effect;
2. Applicant will at all times comply with all laws and regulations applicable to its Business;
3. Applicant will avoid any illegal, dangerous or harmful practices or conditions which are detrimental to the property of others as to the general health, welfare, peace or safety of Beaver Creek Resort;
4. Applicant will refrain from engaging in Business in the Beaver Creek Resort during any period when its license and/or permit is revoked or suspended;
5. During its use of the Premises, Applicant shall maintain the Premises in good condition, with general appearance equal to overall quality standards of Beaver Creek Village. Applicant shall fully repair any damage occasioned by its use of the Premises;
6. Applicant certifies that during the term of the Special Permit it will carry comprehensive general liability insurance in an amount of \$1,000,000 per occurrence, which insurance covers contractual, personal injury, premises operations, broad form property damage, legal liquor liability, independent contractors, and automobile liability, and will promptly provide Beaver Creek Resort Company with a certificate evidencing such coverage upon request;
7. Applicant agrees to indemnify, defend and hold harmless Beaver Creek Resort Company and its agents, affiliates, officers, directors, servants and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever arising out of or related to Applicant's operations or negligent acts, errors or omissions of Applicant or that of its employees or agents while engaged in any activity associated with or related to this Special Permit;
8. Applicant will provide such information and documentation, and permit such investigation of and inspection of its Business as Beaver Creek Resort Company may from time to time reasonably request;
9. Applicant recognizes that "Beaver Creek" is a registered servicemark of Vail Associates, Inc.;
10. Applicant understands (a) that the roads within the Beaver Creek Resort are limited access roads, (b) that it must comply with all of the rules and regulations applicable to the use of such roads, and (c) that it may be prohibited from using such roads if it fails to comply with such rules and regulations;
12. Applicant acknowledges that Beaver Creek Security has sole and absolute discretion to approve, deny or conditionally approve all parking in connection with events held at Creekside Park as well as access to the Park.
13. Applicant will only conduct Business within Beaver Creek upon the dates and at the Premises set forth in this application unless it obtains a further permit authorizing it to conduct Business at a different address; and .
14. If Applicant is not a property owner within Beaver Creek Resort, Applicant acknowledges it is being sponsored by a business entity or other member of the Beaver Creek Resort Company who accepts responsibility for the event being held at Creekside Park.

IN WITNESS WHEREOF, Applicant hereby signs this application as of the date first set forth below.

Applicant

Permit issued or denied on ____ day of _____, 20__.

BEAVER CREEK RESORT COMPANY OF COLORADO

By: _____

Title: