

BEAVER CREEK RESORT COMPANY
ANNUAL BUSINESS LICENSE REGULATION

Revised 1/23/20

1. Title. This regulation shall be known as "Annual Business License Regulation" and this "Regulation" herein.
2. Purpose. The purpose of this Regulation is to require the annual licensing and limited regulation of all Business conducted on Premises within Beaver Creek or involving recurring use of the roads, streets or open spaces of Beaver Creek, and to provide the Beaver Creek Resort Company of Colorado, a Colorado non-profit corporation ("Resort Company"), with necessary information concerning the activities of such businesses in order to protect the property, health, welfare, peace and safety of residents, guests, property owners, business operations and employees at Beaver Creek.
3. Definitions. Capitalized terms used herein but not otherwise defined shall have the meanings given to them in any of the Amended and Restated General Declaration for Beaver Creek Eagle County, Colorado recorded in Eagle County, Colorado December 27, 1979 (as amended through December 9, 2010, the "Declaration"), the Articles of Incorporation of Beaver Creek Resort Company of Colorado (as amended November 14, 2002, the "Articles"), or the Bylaws of Beaver Creek Resort Company of Colorado (as amended through February 20, 2013, the "Bylaws") For purposes of this Regulation, the following definitions shall apply.
 - 3.1 "Annual Business License" means a license required to be obtained under this Regulation and may also be referred to as a "License."
 - 3.2 "Business" means 1) any business, profession, occupation or activity engaged in by a Person for profit, gain, benefit or advantage that is conducted on Premises within Beaver Creek or 2) any activity engaged in by a Person for profit, gain, benefit or advantage that makes use of any roads, streets, or open spaces within Beaver Creek more than four times in any month of the License Year;
 - 3.3 "Licensee" means any Person required to obtain an Annual Business License;
 - 3.4 "License Year" means twelve (12) months from the date of issue.
 - 3.5 "Outside Purveyor" means any Person doing business in Beaver Creek who does not own, rent or occupy any Premises or who occupies any Premises, but does not own or otherwise have a legal ownership interest in the Premises (which may include but is not limited to such businesses as a purveyor of fast foods who delivers food within Beaver Creek, a handcart vendor, Rideshare services such as Lyft or Uber, contractors, painters, plumbers, electricians, landscapers, masseuse, cleaning services, pet care services, property management and/or rental management services utilized by an Owner, Sub-Owner, or Lessee).
 - 3.6 "Person" means any individual, partnership, corporation, firm, estate, trust, association, joint venture or other entity;
 - 3.7 "Premises" means any land, structure, lodge, store, office, salesroom, warehouse, or other place of Business situated within Beaver Creek which is owned, leased, or occupied by a Business.

4. Required. In order to conduct any Business in Beaver Creek a Person is required to obtain an Annual Business License from the Resort Company. Every vehicle entering Beaver Creek to conduct Business must have a pass that is issued in conjunction with the Annual Business License associated with that vehicle affixed to the windshield.
5. Fees. The Beaver Creek Annual Business License fee shall be as follows:

Initial License Fee (New License or Expired License)	Renewal License Fee (Current License has not expired)	
\$700.00	\$350.00	Class C Commercial Businesses with a Physical Business Location in the core of Beaver Creek; Class C Business Licenses includes Membership in the Vail Valley Partnership and the Beaver Creek Merchants Association
\$400.00	\$200.00	Class B Hotel & Lodging Businesses; Class B Business License includes Membership in the Beaver Creek Merchants Association
\$400.00	\$200.00	Outside Purveyor that has three or more vehicles entering Beaver Creek; includes three vehicle stickers. Additional vehicles stickers available for \$50.00 each
\$200.00	\$100.00	Outside Purveyor that has two vehicles entering Beaver Creek; includes two vehicle stickers
\$25.00	\$25.00	Outside Purveyor that has one vehicle entering Beaver Creek; includes one vehicle hang tag

6. Fee - Due Date. The Annual Business License Fee shall be paid to the Resort Company on or before the expiration date of the License Year for any Business in operation that obtained an Annual Business License for the preceding License Year, or otherwise shall be paid prior to the commencement of Business activity in Beaver Creek. An Annual Business License fee shall be valid for the License Year.
7. Beaver Creek Merchants Association. Beaver Creek Resort Company will contribute \$200.00 per Class C Business License obtained, \$50.00 per Class B License obtained, and \$50.00 for each Outside Purveyor with three or more vehicles to the Beaver Creek Merchants Association in order to promote business activity within Beaver Creek Resort.
8. Exemptions. Persons exempt from the provision of this Regulation are as follows:
- 8.1 Employees of a Licensee;
 - 8.2 Churches or established religious organizations;
 - 8.3 Charitable 501c(3) corporations;
 - 8.4 Hospitals;
 - 8.5 Schools;
 - 8.6 Governments;

- 8.7 Persons exempt under federal or Colorado law;
 - 8.8 Any owner of a condominium unit in Beaver Creek who rents his or her unit only through a Person or entity licensed under this Regulation; and
 - 8.9 Any Person or entity which is licensed by the Colorado Public Utilities Commission as a "motor vehicle carrier" or "contract carrier by motor vehicle" other than those transporting trash, waste, rubbish and garbage.
9. Requirements of Licensee. Every Licensee under this Regulation shall do the following, and by becoming a Licensee shall be deemed to have agreed to do the following:
- 9.1 Comply with all provisions of the Declaration, the Articles, the Bylaws and any Rules and Regulations of Resort Company;
 - 9.2 Without limiting the generality of subparagraph 8.1, (i) pay all applicable assessments due to the Resort Company including but not limited to the Common Assessment and the Civic Assessment, subject to the Resort Company's right to waive its entitlement to any applicable assessment for any License Year or portion thereof from any one or all Outside Purveyors and to revoke such waiver as to any one or all Outside Purveyors at any time; and (ii) comply with all rules and regulations applicable to retail and/or commercial operations at Beaver Creek;
 - 9.3 Ascertain and at all times comply with all laws and regulations applicable to a licensed Business;
 - 9.4 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;
 - 9.5 Refrain from engaging in Business in Beaver Creek during any period when its License is revoked or suspended;
 - 9.6 Obtain expressed permission or invitation or a lease agreement from owner of Premises to perform such Business on Premises.
10. Required for Each Place of Business. An Annual Business License shall be obtained for each place of Business within Beaver Creek regardless of whether the Business conducted therein is a separate Business or a branch, division or agency of a licensed Business situated at another location in Beaver Creek. Any person or company who rents property to the public must obtain a Business License for each property rented or managed. Multi-family buildings must obtain a Business License for each Homeowners' Association.
11. Administration. The administration of the Annual Business Licenses required by this Regulation shall be vested in the Resort Company or such officer or employee of the Resort Company (or any entity engaged to manage the Resort Company) as the Resort Company shall designate from time to time (the "Licensing Agent"), who is authorized to do the following:
- 11.1 Collect License fees and issue receipts therefore;
 - 11.2 Adopt all forms and prescribe the information to be given therein;
 - 11.3 Promulgate and enforce all reasonable rules and regulations necessary to the operation and

enforcement of this Regulation; and

11.4 Investigate and determine the eligibility of each applicant for an Annual Business License.

12. Denial.

12.1 An application for an Annual Business License may be denied by the Resort Company or the Licensing Agent in the event the Business or Person sought to be licensed (a) is an unlawful Business or the Person applying for the License is not qualified or licensed to engage in such Business under applicable law; (b) has had an Annual Business License revoked for cause at any time within the three calendar years preceding the date of application; (c) is not in good standing under the laws of the State of Colorado on the date of application; or (d) has engaged in a prior violation of any of the Rules and Regulations of the Resort Company.

12.2 In the event an application is denied, the Resort Company or the Licensing Agent shall deliver to the applicant a written order of denial which states the reasons therefore, together with a refund of the License fee submitted with the application.

13. Revenue Disposition. The License fees collected by the Resort Company or the Licensing Agent under this Regulation shall be general revenues which shall be credited to the general funds of the Resort Company.

14. Exemption - Filing Date. Any Person claiming exemption from the provisions of this Regulation shall file a notice of exemption, on such form as the Resort Company or the Licensing Agent may prescribe, with the Resort Company or the Licensing Agent on or before January 31 of each License Year for any Business in operation prior to that date, or otherwise file notice prior to the commencement of Business activity in each year.

15. Captions. The captions and paragraph headings used throughout this Regulation are for the convenience of reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any provision to or the scope or intent of this Regulation.

16. Severability. If any provisions of this Regulation or the application thereof to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Regulation, or the application of such provision to parties or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Regulation shall be deemed valid and be enforced to the fullest extent permitted by law.

17. Non-Waiver. Waiver of any term, provision, or condition of this Regulation or Resort Company's or its delegate's failure to insist upon strict compliance with the terms of this Regulation in any one or more instance shall not be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term provision or condition under this Regulation, or a waiver of the Resort Company's right to act on any current or future Violation.

18. Enforcement. Violations of this Regulation shall be enforced as follows:

18.1 If a Person conducting Business in Beaver Creek attempts to enter Beaver Creek without an Annual Business License, they shall be given a written warning by the entrance gate personnel. If the same Person attempts to enter Beaver Creek without an Annual Business License for a

second or third time, they shall be given a second and third written warning, as applicable, by the entrance gate personnel. Upon the fourth attempt to enter Beaver Creek without an Annual Business License, that Person shall be denied entry into Beaver Creek until the Person may procure an Annual Business License.

- 18.2 If a Licensee violates any rules and regulations of the Resort Company, or any part of this Regulation, or any statute, law, ordinance, code or other rule of law, the Beaver Creek Resort Company shall:
- i. Upon the first violation, deliver a written warning to the Licensee regarding the violation with written instructions on how the Licensee may become compliant with the applicable regulation;
 - ii. Upon the second violation, suspend Licensee's Annual Business License for six (6) months;
 - iii. Upon a subsequent violation after the second violation, revoke the Licensee's Annual Business License for one year; and
 - iv. Upon a subsequent violation after the revocation of an Annual Business License for one year, revoke the Licensee's Annual Business License permanently.
- 18.3. The Beaver Creek Resort Company may seek an injunction to restrain a Person from engaging in Business within Beaver Creek who does not obtain an Annual Business License under this Regulation or whose Annual Business License is revoked or suspended, and this remedy may be in addition to all other remedies prescribed in this Regulation or available at law or otherwise. Notwithstanding anything to the contrary herein, upon a violation of any statute, law, ordinance, code or other rule of law involving law enforcement by a Licensee, the Board, in its reasonable discretion, may revoke an Annual Business License for any period of time or permanently without notice or warning to the Licensee.

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APPLICATION FOR ANNUAL BEAVER CREEK BUSINESS LICENSE

License Number _____

Date of Application _____

Legal Business Name:	Contact Name:
Mailing Address:	
Physical Address:	
Website Address:	
Phone:	Email:
Business Service offered:	
Number of vehicle stickers required:	

Initial License Fee (New License or Expired License)	Renewal License Fee (Current License has not expired)	
\$700.00	\$350.00	Class C Commercial Businesses with a Physical Business Location in the core of Beaver Creek; Class C Business Licenses includes Membership in the Vail Valley Partnership and the Beaver Creek Merchants Association
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\$25.00	\$25.00	Outside Purveyor that has one vehicle entering Beaver Creek; includes one vehicle sticker

The undersigned hereby applies for a license to do Business in the Beaver Creek Resort, as required by Beaver Creek Resort Company's regulations entitled "Annual Business License Regulation", a copy of which has been received by the Applicant. Applicant hereby certifies to the Resort Company and agrees as follows:

1. It has reviewed (a) the Amended and Restated General Declaration of Beaver Creek, (b) the related Supplemental Declarations, and (c) the Articles of Incorporation, Bylaws, and Rules and Regulations of Beaver Creek Resort Company, all as presently in effect; and it will comply with all of the provisions thereof, including without limitation, all regulations concerning Commercial or Retail Business applicable to Applicant's Business, Annual Business Licensing; and Road Regulations, a copy of which can be obtained at www.BeaverCreekResortCompany.com
2. Applicant will at all times comply with all laws and regulations applicable to its Business and 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; and
3. Applicant will refrain from engaging in Business in the Beaver Creek Subdivision during any period when its license and/or permit is revoked or suspended; and
4. Applicant recognizes that "Beaver Creek" is a registered service mark of Vail Associates, Inc.; and
5. 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.

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

Applicant Signature

Date

Send Form and Fee to: Beaver Creek Resort Company, PO Box 5390, Avon, CO 81620-5390