

EXHIBIT A



**City of Monte Vista
Recreation Department**

**Ski-Hi Recreation Complex
Rental Policy**

Adopted February 11, 2011

Table of Contents

Table of Contents	2
Section 1: Introduction	
1.1 Purpose and Philosophy	3
1.2 Exceptional Use	3
1.3 Definitions	3-4
Section 2: Renter Classification	
2.1 Commercial-Business	4
2.2 Resident	4
2.3 Non-Profit Organizations	4
2.5 Government Agencies	4
Section 3: General Operating Guidelines	
3.1 Management Authority	5
3.2 Reservations and Application for Use	5-6
3.3 Commercial Vendors	6
3.4 Food Service and Catering	6-7
3.5 Deposits	7
3.6 Billing	7
3.7 Services and Equipment Included in Rental	7-8
3.8 Insurance Requirements	8
3.9 Security and Personal Property	8-9
3.10 Specific Restrictions	9-11
Section 4: Fees and Charges	
4.1 General Information	11
4.2 Set-up and Tear-down	11
4.3 Non-Profit Events	11
4.4 Requests for Discount	11
4.5 Special Arrangements	12
Appendix A: Application for Use	13
Appendix B: Fees and Charges	14
Appendix C: Request for Discount	15
Appendix D: Special Arrangement Agreement	16
Appendix E: Vendor Sheet	17
Appendix F: City of Monte Vendor Registration Form	18
Appendix G: Colorado Department of Revenue Vendor Special Event License Application for Single or Multiple Events	19-22

SECTION 1: INTRODUCTION

1.1 PURPOSE AND PHILOSOPHY

The purpose of this policy is to standardize the rental and pricing policies for the Ski-Hi Recreation Complex. With a standardized policy, the delivery of service to the customers of this facility will be balanced and equitable, increasing the prolonged success of the facility.

The Ski-Hi Complex is a multi-use public facility intended to encourage a variety of uses to meet the economic, social, cultural and recreational needs of Monte Vista and the San Luis Valley. Events and activities held at the Ski-Hi Complex will comply with all federal, state and local codes and laws.

1.2 EXCEPTIONAL USE

Any use of the Ski-Hi Complex which exceeds daily or weekend rentals in scope or duration shall be considered an Exceptional Use and shall require a formal contract approved by the Monte Vista City Council.

1.3 DEFINITIONS

ATTENDEE:

Any person who attends an event or function.

APPLICATION FOR USE:

A written request to use the facility for an event. This form must be signed by a person responsible for payment and with authority to make decisions regarding the event. For Exceptional Use, a contract will be negotiated with final approval by the City Council.

AUTHORIZED CATERER:

A commercial business or other group that possesses a state business license and any required health certificates to serve food and/or beverages. Documentation must be submitted to the City of Monte Vista, and licenses must be displayed when using the facility.

COMMERCIAL:

A Renter classification that does not receive discounts.

COMPLEX:

Any area within the realm of the Ski-Hi Facility, to include: multi-purpose area, gym area, rodeo arena, parking lots, carnival ground, stable, or any associated area.

DAY:

A regular day is any time period between 7:30 a.m. and 12:00 a.m. Any hours between 12:00 a.m. and 7:30 a.m. are charged the overtime rate, which is 1.5 times the base rental rate.

EVENT:

An activity or series of related activities sponsored by one Renter and billed under one event name.

FUND-RAISER:

An event classification held by Non-Profit Organizations. Fund-raiser Events take in money, either through ticket charges, raffles, auctions, etc. Fund-raisers are entitled to discounts on facility rentals.

GOVERNMENT AGENCIES:

Local, state or federal agencies. This classification receives limited discounts.

NON-PROFIT ORGANIZATION:

Corporations and Associations filed and in good standing with the Colorado Secretary of State. Youth-serving Non-Profit Organizations are exempt from fees and charges for general use of the facility, and are eligible for a discount on Fundraising Events (See Section 4).

POTLUCK:

A Renter bringing home-cooked foods and/or non-alcoholic beverages, or a Renter arranging for another provider to prepare take-out food. Transporting and servicing of the food must be by the renter on a volunteer basis. Renters are prohibited from selling potluck food and non-alcoholic beverages, or paying any person or entity for delivery and/or servicing of food.

RENTER:

Any business, organization or person who makes use of rooms or services of the Ski-Hi Complex.

VENDOR:

A designation which provides goods and/or services at special events. Vendors must fill out a Vendor Application, or register their Tax ID number with the City of Monte Vista. Additionally, if this vendor will serve food it must comply with food service preparation, handling and storage guidelines set forth by the State of Colorado.

SECTION 2: RENTER CLASSIFICATION

2.1 COMMERCIAL-BUSINESS

Any Renter not designated by the classifications listed below.

2.2 RESIDENT

A person who lives within the 81144 zip code, whose event is not associated with a business. Tickets or goods cannot be sold or money collected. This classification receives a 10% discount on most fees and charges.

2.3 NON-PROFIT ORGANIZATIONS

Corporations and Associations filed and in good standing with the Colorado Secretary of State. Youth-serving Non-Profit Organizations are exempt from rental fees and charges for general use of the facility (any event where money will not be made or an admission charged), but will be charged the nominal Administrative Fee. Youth-serving Non-profit Organizations are eligible for a 50% discount on Fund-raiser Events (See Section 4).

2.4 GOVERNMENT AGENCIES

Local, State or Federal Agencies may utilize the Ski-Hi Complex to hold trainings, public meetings or hearings to present or exchange information. Meetings that are less than 4 hours in length will be charged an Administrative Fee in lieu of room rental. Any government agency event not meeting the above criteria will be charged at the non-profit rate.

SECTION 3: GENERAL OPERATING GUIDELINES

3.1 MANAGEMENT AUTHORITY

The Recreation Director is invested with the authority to manage and supervise the Ski-Hi Complex, to monitor scheduling and booking of events, to negotiate special written agreements with community renters, to promote events and to have accountability for all monies involved. This includes responsibility for developing and enforcing all policies regarding activities, technical requests, room rentals and equipment or service fees. The Director has final approval over any activity at the Complex, and reserves the right to refuse the use of the premises that are contrary to public policy or not in the best interest of the City of Monte Vista.

Following are general provisions for use:

- A. The Fees and Charges (Appendix B) are incorporated into this policy and may be amended by resolution of the City Council.
- B. The City of Monte Vista reserves the right to use non-used portions of the Complex during set-up and tear-down periods, and on event days after event hours when Renter is not using the same, so long as areas are in proper order for Renter's use.
- C. The City of Monte Vista reserves for its representatives and agents free access and right to enter any portion of the premises. The Ski-Hi complex, including the premises rented and all keys of the Complex, shall at all times be under the control and authority of the Director or his/her designee.
- D. Unless otherwise specified in writing, The Director has the authority to schedule unrelated events in areas not specifically used by the Renter simultaneously without notice to the Renter(s), to best utilize the Complex.
- E. The Director reserves the right to set special conditions or refuse any request for a reservation if the proposed use is considered high risk.
- F. Refusal by Renter or agents of Renter or Caterers to abide by Ski-Hi directives may be cause for expulsion from the facility for the violator and no-notice cancellation of the event.
- G. The Director has the authority to require chaperones at events where the majority of the anticipated attendees are less than 16 years old, or to require designated supervisors of children during renter event set-up or during an event where children are not being attended.

3.2 RESERVATIONS AND APPLICATION FOR USE:

Reservations at the Ski-Hi Complex shall be on a first come, first served basis. The following rules and restrictions apply:

- A. Tentative or verbal reservations may be held for two weeks, after which time a signed Application for Use (Appendix A) must be received in order to hold the reservation. The Application for Use shall provide all the needed information requested by the City of Monte Vista and, if necessary, shall also include technical riders or any additional information required. The Renter will disclose all intended uses of the facility. Reservations will not be confirmed until all

required information and fees are received and approved. If an event is NOT approved, the City of Monte Vista cannot be held liable for any premature contractual agreement between the Renter and any other entity (i.e., artist, performer(s)).

- B. Events scheduled more than six months in advance may be pre-empted for conference, convention or Exceptional Use agreement priority. The City of Monte Vista reserves the right to cancel Renter's reserved date should that be deemed by the Director to be in the best interest of the City of Monte Vista. Any deposits will be refunded and any other charges waived.
- C. Confirmed events may, under extreme circumstances such as a natural disaster, be cancelled or rescheduled by the City of Monte Vista. Any deposits would be refunded and other charges waived in this situation.
- D. If alcohol is to be served at an event, the Renter must arrange to have either local law enforcement presence or have contracted with a licensed and bonded security service. Fees associated with having security on-site is the Renter's responsibility. Additionally, the Renter must have an approved Special Event Permit, and follow all local and state regulations regarding the sale and consumption of alcohol.
- E. Renters must arrange trash removal services through Waste Management. Proof from Waste Management must be provided by the Renter 10 business days prior to the event.
- F. There will be no reservations accepted for Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day holidays. If, in extraordinary circumstances, it is necessary to use the facility on those days, **DOUBLE** the commercial rates will be charged, regardless of Renter category. There will be no additional charges for facility use on any other designated holiday.

3.3 COMMERCIAL VENDORS

Anyone wishing to sell goods or services at the Ski-Hi Complex must possess a Registered Tax ID number or a Vendor's Registration. Either the Tax ID or a Vendor Registration must be displayed in plain sight during the special event.

If the Vendor is a registered business, the Vendor must provide a Colorado State Tax ID number to the City of Monte Vista to register that Tax ID number with the City. If the Vendor does not have a Colorado Tax ID, then the Vendor must apply for a **Colorado Department of Revenue Vendor Special Event License for Single or Multiple Events** (Appendix G) before they may register as a Vendor through the City of Monte Vista.

Renters who are hosting large events, where there will be multiple vendors must complete a Vendor Sheet, listing each of the vendors they are allowing, what they are selling and their license or registration numbers. (See Appendix E)

3.4 FOOD SERVICE AND CATERING:

All food service operations at the Ski-Hi Complex, unless it falls under the definition of Potluck (See Section 1.3), must comply with all State of Colorado food service guidelines. There are three types of food service classifications: Potluck, Catered and Vendor.

- A. **POTLUCK:** A Renter bringing home-cooked foods and/or non-alcoholic beverages, or a Renter arranging for food that will not be prepared by a licensed Retail Food Establishment. Transporting and servicing of the food must be by the Renter on a volunteer basis. Renters are prohibited from selling potluck food and non-alcoholic beverages, or paying any person or entity for delivery and/or servicing of food.
- B. **CATERED:** This classification pertains to a restaurant or licensed caterer who provides food service on a contractual basis for a specific event. Caterers must be a State of Colorado licensed Retail Food Establishment or Mobile Retail Food Establishment (6 CCR 1010-2). Caterers must display in plain sight their license for the duration of the event, and must comply with all local and state standards regarding food preparation, handling, and storage.

VENDOR: In addition to the Commercial Vendor requirements listed on page 7 of this policy, all food vendors must obtain a Temporary Food Service Permit from the State of Colorado, and be able to show proof of their license at the time they apply for their vendor registration through the City of Monte Vista. This permit is good for one year, and can be obtained by attending a training session held by the State of Colorado.

3.5 **DEPOSITS:**

- A. Upon the signing of an Application for Use, and upon the approval of the Director or his/her designee, a 50% deposit is required to confirm the reservation of the Complex. Any reservation cancelled 1 month prior to the event forfeits their deposit.
- B. In addition to the 50% deposit, a \$150.00 cleaning/damage deposit will be required for all events. When paying for your cleaning and damage deposit this will need to be a separate check from your rental deposit. If, after the event, the facility and equipment has been left in the condition that it was found, the full cleaning and damage deposit will be returned. If any cleaning is required, there will be a \$50 per hour fee assessed that will be taken out of the deposit. If any equipment has been damaged the deposit will be used to offset the cost for replacement. If the replacement cost is greater than \$150.00, the Renter will be billed for the balance due. The Renter will receive the balance of the deposit if any is due, as well as copies of receipts for replacement.

Unless otherwise noted by a renter or caterer during the before-use walk-through, the premises are accepted as is with the building and all equipment in good condition. Any damage noted then becomes the responsibility of the Renter. Any unused balance of damage or cleaning deposit may be used toward the final event billing.

3.6 **BILLING:**

Payment for services may be made by cash or check and must be received at least 10 business days before the start of the event. Any additional payments, fines, etc. must be received within 30 days of the invoice date. After 30 days, any unpaid balance on the account will be assessed a 2% penalty per month.

3.7 **SERVICES AND EQUIPMENT INCLUDED IN RENTAL:**

- Assistance in planning set up details
- General supervision of set up and tear down
- 30 Tables
- 120 Chairs

During inclement winter weather, the City of Monte Vista will shovel and salt, as much as possible, a ten-foot clearance around the doors before each event. During the event, it is the Renter's responsibility to maintain this cleared area. A shovel and salt will be available in the facility.

Use of the stage at Ski-Hi is now on a rental basis. The city has a modular stage system, consisting of 4 X 8 foot sections that can be configured in a variety of ways. The rental cost of the stage includes set-up of the stage, stage skirting, stairs, and a podium if needed. Please see Appendix A Fees and Charges, for the stage rental rate.

During the rental of the facility, the Renter is responsible for the cleaning of the building. This includes but is not limited to restrooms, garbage removal, livestock manure removal, mopping, sweeping, kitchen cleaning etc. The City of Monte Vista is not responsible for any of these items while the renter is renting the facility, and the facility must be returned to the city in the condition that it was received. If it is not returned clean, the Cleaning Fee will be charged against your deposit.

3.8 INSURANCE REQUIREMENTS:

Liability insurance shall be required for any special event. A Liquor Liability Policy is required where alcohol is being served. Additional Liability insurance may be required if the nature of the event or use of the facility could result in risk exposure to the City of Monte Vista, as determined by the Director.

A Certificate of Insurance must be provided at least 10 business days prior to Renter's occupancy. For events that are consider by the City to be High Risk, such as but not limited to, rodeos and bull riding events the certificate must show that there is in effect a policy of a minimum \$2,000,000.00 per occurrence and \$5,000 per person. For events that are consider by the City to be Low risk, such as but not limited to, trade shows and weddings the certificated must show that there is in effect a policy of a minimum \$1,000,000.00 per occurrence and \$5,000 per person. All certificates must list the Ski-Hi Complex and the City of Monte Vista as additionally insured. The certificate must cover the full period of the Renter's occupancy of the Complex and shall cover the multi-use building, rodeo arena, grounds, carnival area, parking lots, approaches and sidewalks.

If an organization does not provide the required proof of insurance, with the City of Monte Vista listed as additional insured, the scheduled event will not take place until the required proof is provided. The Director may refuse to allow any use of the Ski-Hi Complex during any period when such required insurance is not in force.

If a group does not possess liability insurance, a temporary policy may be obtained through the City's insurance carrier. This temporary policy is at the Renter's own expense.

3.9 SECURITY AND PERSONAL PROPERTY:

The Renter assumes responsibility for the acts and conduct of all persons acting for or on behalf of the Renter. The Renter must have on hand at all times such security forces as The Director of the Complex may deem necessary for the maintenance of order and protection of persons and property on the premises. The Renter is responsible for arranging and payment of all security needs. Security personnel must not consume or be under the influence of alcohol or illegal substances while on the premises.

The City of Monte Vista reserves the right to eject, for cause, any person or persons from the Ski-Hi Complex.

Once a Renter has checked out keys for an event, the physical security of the building is the responsibility of the individual who has signed the Use Agreement. All doors must be locked each night, and all lights must be turned off. The Monte Vista Police Department routinely checks the security of the doors, and if any are found not locked or if lights are left on after all personnel have left, the individual or organization will be assessed a \$100.00 fee per occurrence. Should any items be found missing, the City of Monte Vista will not be held responsible (see below).

All personal property brought to the Ski-Hi Complex by the Renter during the Renter's occupancy is the sole responsibility of the Renter, and neither the City of Monte Vista nor the Recreation Department shall be liable for its loss by fire, theft or otherwise. If the Renter fails to remove any property at the end of the previously agreed upon move-out time and has not made prior arrangements with the Director, a reasonable effort will be made by the City of Monte Vista to contact the Renter for retrieval of items in a timely manner. Storage fees may be charged or, if contact is unsuccessful, the City of Monte Vista shall remove and dispose of said items.

3.10 SPECIFIC RESTRICTIONS:

The following restrictions apply to the use of the Ski-Hi Complex:

1. Parking

Parking spaces in front of the Ski-Hi Multipurpose building are designated for handicapped users only. Loading and unloading is allowed, as long as a vehicle does not remain for more than ten minutes. Parking for general users will be in the parking lots on either side of the building.

2. Sublet or Subcontracting:

Renters may not sublet any rented space(s), or in any way assign the rented space(s) to any other person or organization except as provided in the Application for Use and/or approved by the Director. Exceptional use agreements will specify any subletting for those specific events.

3. "BYOB":

"Bring Your Own Bottle" of alcoholic beverages is strictly prohibited. Alcoholic beverages must be purchased, provided and serviced by a Licensed Alcohol provider having appropriate licenses and other City of Monte Vista requirements.

4. Solicitation:

Solicitation, collections, requests for donations or distribution of literature are prohibited unless sponsored by and specific to an approved event. Any donation receptacles must be clearly labeled as to the recipient of the donation.

5. Materials, Processes and Equipment:

The following activities, materials, processes and equipment are prohibited, unless specific written authorization is obtained from the City of Monte Vista:

- Fireworks
- Blasting agents
- Explosives
- Flammable cryogenic gases
- Aerosol cans with flammable propellants
- Water handling equipment not totally contained
- Smoking inside the facility
- Fueling of motor vehicle
- Hazardous refrigerants, such as sulfur dioxide and ammonia
- Portable heating equipment (with the exception of electric table top beverage or food warmers in good working order. i.e. no exposed cords or electrical parts)
- Electrically powered tools and equipment other than those listed by Underwriters Laboratories, Inc. or approved by another nationally recognized testing laboratory
- Welding, cutting or brazing
- Painting with flammable or volatile paints and finishes
- Other equipment or operations that increase the risk of fire, accident or injury

6. Smoking:

A. Non-Smoking Areas:

The Ski-Hi Complex is a smoke free facility. No smoking is allowed in any indoor area of the Facility, including “all public seating areas in Ski-Hi Park, whether covered or uncovered as well as the seating area of any temporary or permanent structure for public events (MV Ord. #788).” Smoking is prohibited within 15 feet of any ingress/egress point of the facility.

B. Smoking Areas: Smoking is only allowed in designated smoking areas, indicated by signage.

7. Public Safety:

In order to protect the general public and the facility, the following restrictions apply:

A. Only licensed and bonded security staff or local, state or federal law enforcement officers may carry guns or other types of firearms, knives or other weapons when required to keep the peace.

B. Illegal drugs are strictly prohibited at the Ski-Hi Complex.

8. Miscellaneous:

A. Except in designated RV/Camping areas, the Ski-Hi Complex is not to be used as a sleeping or lodging accommodation, unless prior written consent is obtained by the City of Monte Vista.

B. Children under 10 years of age must be supervised at all Ski-Hi events.

C. If alcohol is present at an event, the Renter must ensure that all state laws concerning the sale or consumption of alcohol are being followed. Failure to do so may result in the cancellation of the event and notification to the Monte Vista Police Department. The Renter, Caterer and/or the Director have the right to restrict attendance by minors when alcohol is present.

D. The use of nails, screws, hooks or tacks in any part of the premises, including parking lots, which will injure, mar or in any manner deface the facility, is prohibited.

SECTION 4: FEES AND CHARGES

4.1 GENERAL INFORMATION

The City of Monte Vista City Council will adopt as part of this policy the Fees and Charges listed in Appendix D. On an annual basis or more often if deemed necessary, the City Council will review these Fees and Charges, and consider recommendations for changes from the Recreation Director.

In the event that Fees and Charges are increased, any event that has reserved the Complex prior to the change will be charged at the lower rate. The increase will only apply to groups that reserve the Complex after the new Fees and Charges are approved.

4.2 SET-UP AND TEAR-DOWN

Groups that are holding full-day or multi-day events at the Ski-Hi Complex will be charged rental rates for set-up and tear-down of their events. These will be charged on a per hour basis. Please see Appendix B for these Charges.

4.3 NON-PROFIT EVENTS

To be eligible for the reduced rates, youth-serving Non-Profit Organizations must provide documentation to the City of Monte Vista of their non-profit status from the IRS. For Organizations that use the Ski-Hi Complex regularly, a copy of this documentation may be kept on file at City Hall.

For general events in which the youth-serving Non-Profit Organization is not charging admission or otherwise making money from the event, there is no rental charge to the Organization. Organizations will be charged the Administrative Fee only.

For fundraisers and other events in which the youth-serving Non-Profit Organization is making money through ticket sales, admission, etc, the Organization will be charged the non-profit rate (see Appendix B).

Non-profit Organizations that do not specifically serve youth will be charged the non-profit rate, regardless of the type of event it is holding.

4.4 REQUESTS FOR DISCOUNT

If an organization can demonstrably show that it is unable to afford the full rental charges of the facility, it can fill out a Request for Discount Form (Appendix C). This form is available at City Hall. Once filled out, the form will be presented to the City Council at the next available meeting, when the City Council will consider the request and take action. Requests for Discount must be received not less than 30 days prior to their event. At the City Council meeting the Director or his/her designee will make a recommendation on the discount.

If the City Council determines that the charge still applies, the organization may, under certain circumstances, be eligible for Special Arrangements (Section 4.5).

4.5 SPECIAL ARRANGEMENTS

Should a group or organization not be able to pay the full amount of their rental charges, special arrangements may be made. Special Arrangements will only be allowed if a group can demonstrably prove that it is unable to pay for rental, but still wishes to use the Ski-Hi Complex. A portion of the rental charge may be offset if the organization agrees to one of the following:

- A. To volunteer individuals from their organization for a Recreation event. The amount of volunteers and the number of hours for each volunteer will be based largely on the amount of the discount.
- B. To hold a fund-raiser in which Recreation receives a portion of the proceeds. The amount to be received by Recreation would depend largely on the amount of the requested discount through the Special Arrangement.

If a Special Arrangement is requested, the organization must fill out a Special Arrangement Agreement (Appendix D). This form will outline the terms of the Special Arrangement, and the time limit upon which it must be fulfilled. If the Special Arrangement is not fulfilled by the deadline, the organization will be billed for the balance of the discount.