

TOWN OF SNOWMASS VILLAGE  
LIQUOR LICENSING AUTHORITY  
REGULAR MEETING AGENDA  
MAY10, 2016

CALL TO ORDER AT 4:00 P.M.

Item No. 1: ROLL CALL

Item No. 2: CLERK'S NEEDS LIST – None at this time  
-Rhonda Coxon

Item No. 3: ANNUAL RENEWAL – GUTTER BALL LLC  
d/b/a Slopeside Lanes  
Expiration Date: June 05, 2016  
Registered Manager: Mark Reese.....Page 3

Item No. 4: ANNUAL RENEWAL – BASE VILLAGE CONFERENCE CENTER  
Snowmass Acquisition CO, LLC  
Expiration Date: May 29, 2016  
Registered Manager: Ashley Lynch.....Page 9

Item No. 5: ANNUAL RENEWAL – TASTER'S RESTAURANT  
Expiration Date: June 4, 2016  
Registered Manager: Stacy Forster.....Page 15

Item No. 6: PUBLIC HEARING AND APPROVAL – SPECIAL EVENT PERMIT  
Applicant: Aspen Center For Environment Studies For the Cochon 555  
Event: Heritage Fire  
Date: June 16, 2016  
Location: Base Village Events Lawn Snowmass Village, Colorado  
Event Coordinator: Leticia Hanke.....Page 21

Item No. 7: PUBLIC HEARING AND APPROVAL – SPECIAL EVENT PERMIT  
Applicant: Aspen Center Camp of The Deaf and Hard of Hearing  
Event: Summer Concert Series for 10 Special Events  
Date: 6/11,6/23,6/30,7/1,7/2, 7/14, 7/22, 7/28, 8/6, and 8/11, 2016  
Location: Fanny Hill Snowmass Village, Colorado  
Event Coordinator: Lesa Thomas.....Page 31

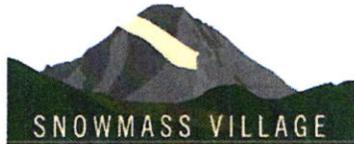
Item No. 8: TRANSFER OF OWNERSHIP – SNOWMASS ACQUISITION COMPANY  
Applicant: Snowmass Acquisition Company LLC  
From: 4 Below LLC DBA Bia Hoi  
To: Snowmass Acquisition Company LLC DBA TBD  
.....Page 157

Item No. 9: APPROVAL OF MINUTES  
• Minutes for April 12, 2016.....Page 193

Item No. 10: LIQUOR LICENSEE LIST  
--Rhonda B. Coxon/Janet Tipton.....Page 195

Item No. 11: ADJOURNMENT

**NOTE:** ALL ITEMS AND TIMES ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT FURTHER NOTICE. PLEASE CALL THE OFFICE OF THE TOWN CLERK AT 923-3777 ON THE DAY OF THE MEETING FOR ANY AGENDA CHANGES.



LIQUOR LICENSING AUTHORITY  
DOCUMENT CHECKLIST

**ANNUAL RENEWAL – TAVERN LICENSE**

Slopeside Lanes

4/19/16  
Date Received

6/5/16  
Lic. Exp. Date

Gutterball LLC  
Name of Applicant

Email Address Reeceorama @ AOL.com

1.  Registered Manager: Mark REESE

2.  **Name designated T.I.P.S. Certified staff person** mark REESE  
Expiration Date: 5/6/2017

3.  Form **DR8400** (This form comes from the State of Colorado. If you don't receive one from the State, please request a DR8404 form from the Town Clerk)

4.  Copy of Most Current Certificate of Good Standing (Must be within 2 years)  
Date filed 11/3/15 (The Clerk does **NOT** have this information)

Change of Managers/Owners/Officers/Board Members? Yes \_\_\_ No

5.  *Affidavit of Possession of Premises*  
*No Change in Premises*  
*25% of gross income from food*

6.  Fees: TOSV \$ 225.00 STATE \$ 500.00

7.  *Inspection Reports: This is done by the Town Clerk*  
*Police* \_\_\_ *Police Dept.*  
*Fire* \_\_\_ *Fire Dept.*  
*Health* \_\_\_ *Environmental Health*

8.  **The Town Finance Departments has verified "no taxes owing" on this Application (This is done by the Clerk)**

**RETAIL LIQUOR OR 3.2 BEER  
 LICENSE RENEWAL APPLICATION**

#1164 JS

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	

SLOPESIDE LANES  
 PO BOX 6022  
 SNOWMASS VILLAGE CO 81615

RECEIVED

MAR 7 2016

LIQUOR ENF. DIVISION

Make check payable to: **Colorado Department of Revenue.**  
 The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name <b>GUTTERBALL LLC</b>		DBA <b>SLOPESIDE LANES</b>	
Liquor License #	License Type Tavern (city)	Sales Tax License #	Expiration Date 6/5/2016
Operating Manager <b>MARK REECE</b>		Date of Birth 9/07/1970	Home Address 518 W Main St <sup>102A</sup> ASPEN CO 81611
Manager Phone Number 239-299-6555		Email Address Reeceorama@AOL.com	
Street Address 105 DALY LANE SNOWMASS VILLAGE CO 81615			Phone Number (239) 289 6555
Mailing Address PO BOX 6022 SNOWMASS VILLAGE CO 81615			

- Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease 11 2026
- Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  YES  NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO

**AFFIRMATION & CONSENT**

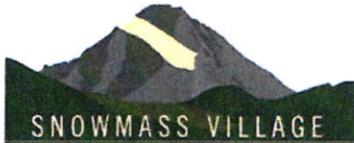
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business <b>MARK A REECE</b>	Title <b>owner</b>
Signature 	Date <b>2-23-16</b>

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For	Date
Signature <b>05-10-16 LLA Packet</b>	Title <b>Page 4 of 201</b>
	Attest



**LIQUOR LICENSING AUTHORITY  
ANNUAL RENEWAL AFFIDAVIT  
POSSESSION OF PREMISES**

Slopeside Jones / Gutterball LLC  
Name of Business Establishment

I do hereby swear and affirm the following, which apply to my liquor license.

1. Hotel and Restaurant Liquor Licensees: That during the past year, at least 25% of the gross revenues from the operation of my establishment was derived from the sale of meals.
2. All Liquor Licensees: That I will have possession of the licensed premises, through lease or deed, during the term of my liquor license.
3. All Liquor Licensees: That no physical changes have been made to the licensed premises.
4. Corporate Licensees: That the corporation is in good standing with the State.

[Signature]  
Owner or Registered Manager

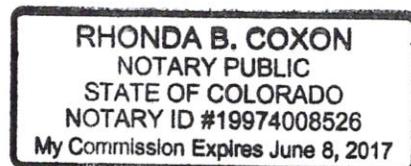
4-19-16  
Date

STATE OF COLORADO }  
} s.s.  
COUNTY OF PITKIN }

Subscribed and sworn to before me this 19 day of April, 2016.

Witness my hand and official seal:

[Signature]  
Notary



My Commission expires: \_\_\_\_\_

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Gutterball LLC

is a

Limited Liability Company

formed or registered on 11/12/2012 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20121626228 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/18/2016 that have been posted, and by documents delivered to this office electronically through 04/19/2016 @ 11:31:56 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/19/2016 @ 11:31:56 in accordance with applicable law. This certificate is assigned Confirmation Number 9607905 .



Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**GUTTERBALL LLC**  
PO BOX 6022  
SNOWMASS VILLAGE, CO 81615



1236  
82-340/1021

4-12-16

DATE

PAY TO THE  
ORDER OF

TOSV

\$ 225<sup>00</sup>

two hundred twenty five dollars

DOLLARS



Security  
Features  
Details on  
Back.



**Alpine Bank**

600 East Hopkins, Suite 001  
Aspen, CO 81611  
(970) 920-4800 • Alpine Info-Line (970) 945-4433

FOR

Liquor Licence

*[Signature]*

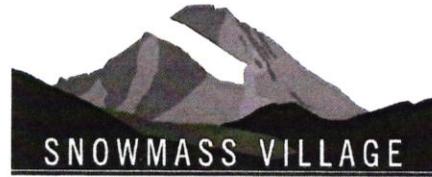
MP

Harland Clarke

License ID: 50009

Total Amount: \$225.00

State Tax ID: 4701252



State of Colorado By The Authority of

# Town of Snowmass Village

## Bowling Alley-Tavern Liquor License

### To Sell At Retail Malt, Vinous & Spirituous Liquor

Slopeside Lanes

105 Daly Lane, Snowmass Village, CO 81615

*This License is to certify that the above establishment of the State of Colorado, has applied to sell Liquor at their premises, having paid the Town Treasurer the stated amount. Therefore, the applicant is hereby licensed to sell Liquors containing more than 3.2% Alcohol by weight for consumption on premise.*

*This License is issued subject to the Laws of the State of Colorado and especially under the provisions of Article 47 of Title 12, Colorado Revised Statutes, as amended.*

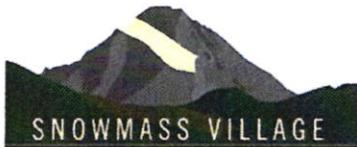
*This License is valid for the date period of 6/6/2016 to 6/5/2017, unless revoked sooner as provided by Law.*

**IN TESTIMONY WHEREOF**, The Liquor Licensing Authority has hereunto subscribed its name by its officers duly authorized on \_\_\_\_\_.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Town of Snowmass Village  
Liquor Licensing Authority

POST IN A CONSPICUOUS PLACE



LIQUOR LICENSING AUTHORITY  
DOCUMENT CHECKLIST

50038

**ANNUAL RENEWAL - TAVERN LICENSE**

Snowmass Acquisition Co LLC  
DBA Base Village Golf Center

4/12/16  
Date Received

5/29/14  
Lic. Exp. Date

Ashley Lynch  
Name of Applicant

Email Address ~~ashley@basevillage.com~~ Ashley.Lynch@vicelysthemass.com

1.  Registered Manager: Ashley Lynch

2.  Name designated T.I.P.S. Certified staff person Rick Long  
Expiration Date: 12/09/18

3.  Form **DR8400** (This form comes from the State of Colorado. If you don't receive one from the State, please request a DR8404 form from the Town Clerk)

4.  Copy of Most Current Certificate of Good Standing (Must be within 2 years)  
Date filed 2/16/2016 (The Clerk does **NOT** have this information)  
Change of Managers/Owners/Officers/Board Members? Yes \_\_\_ No

5.  Affidavit of Possession of Premises  
No Change in Premises  
25% of gross income from food

6.  Fees: TOSV \$ 225.00 STATE \$ 500.00

7.  Inspection Reports: This is done by the Town Clerk  
Police \_\_\_ Police Dept.  
Fire \_\_\_ Fire Dept.  
Health \_\_\_ Environmental Health

8.  The Town Finance Departments has verified "no taxes owing" on this Application (This is done by the Clerk) see - K Telegrafilo

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

BASE VILLAGE CONFERENCE CENTER  
 P O BOX 6565  
 SNOWMASS VILLAGE CO 81615

RECEIVED  
 JAN 22 2016  
 BY: \_\_\_\_\_

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name <b>SNOWMASS ACQUISITION COMPANY LLC</b>		DBA <b>BASE VILLAGE CONFERENCE CENTER</b>		
Liquor License #	License Type Tavern (city)	Sales Tax License #	Expiration Date 5/29/2016	Due Date 4/14/2016
Operating Manager <i>Ashley Lynch</i>	Date of Birth <i>3/27/75</i>	Home Address <i>740 Latigo Loop, Carbondale CO 81623</i>		
Manager Phone Number <i>970456-2741</i>	Email Address <i>ashley.lynch@vicerysnowmass.com</i>			
Street Address <b>110 CARRIAGE WAY SNOWMASS VILLAGE CO 81615</b>				Phone Number <b>(970) 923 8000</b>
Mailing Address <b>P O BOX 6565 SNOWMASS VILLAGE CO 81615</b>				

- Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease \_\_\_\_\_
- Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  YES  NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO

**AFFIRMATION & CONSENT**

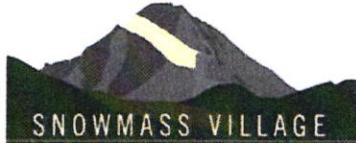
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business <i>Ashley Lynch</i>	Title <i>Director of F&amp;B</i>
Signature <i>Ashley Lynch</i>	Date <i>4/12/16</i>

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For	Date
Signature <b>05-10-16 LLA Packet</b>	Title <b>Page 10 of 201</b>
	Attest



**LIQUOR LICENSING AUTHORITY  
ANNUAL RENEWAL AFFIDAVIT  
POSSESSION OF PREMISES**

Base Village Conference Center  
Name of Business Establishment

I do hereby swear and affirm the following, which apply to my liquor license.

1. Hotel and Restaurant Liquor Licensees: That during the past year, at least 25% of the gross revenues from the operation of my establishment was derived from the sale of meals.
2. All Liquor Licensees: That I will have possession of the licensed premises, through lease or deed, during the term of my liquor license.
3. All Liquor Licensees: That no physical changes have been made to the licensed premises.
4. Corporate Licensees: That the corporation is in good standing with the State.

[Signature]  
Owner or Registered Manager

4/12/16  
Date

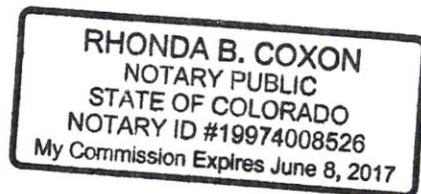
STATE OF COLORADO }  
} s.s.  
COUNTY OF PITKIN }

Subscribed and sworn to before me this 12 day of April, 2016.

Witness my hand and official seal:

[Signature]  
Notary

My Commission expires: \_\_\_\_\_



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Snowmass Acquisition Company LLC

is an entity formed or registered under the law of Delaware, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20111573838.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/24/2016 that have been posted, and by documents delivered to this office electronically through 02/25/2016 @ 12:09:58.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/25/2016 @ 12:09:58 in accordance with applicable law. This certificate is assigned Confirmation Number 9520620.



A handwritten signature in black ink that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

**Viceroy Snowmass (Snowmass Acquisition Co,**

PO Box 6985 130 Wood Rd.  
Snowmass Village, CO. 81615

Alpine Bank  
Snowmass Village, CO 81615  
Phone: 970-923-3600

Check Number  
037055

Operations Account

\*TWO HUNDRED TWENTY-FIVE AND XX / 100

Date Amount  
4/11/2016 \*\*\*\*\*225.00\*

VOID IF NOT CASHED WITHIN 120 DAYS

Pay Town of Snowmass Village  
To The P.O. Box 5010  
Order of: Snowmass Village, CO 81615  
  
USA



**Snowmass Acquisition Co. LLC, dba Viceroy Snowmass**

**Viceroy Snowmass (Snowmass Acquisition Co,**

PO Box 6985 130 Wood Rd.  
Snowmass Village, CO. 81615

Alpine Bank  
Snowmass Village, CO 81615  
Phone: 970-923-3600

Check Number  
037054

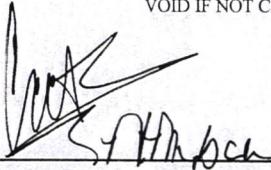
Operations Account

\*FIVE HUNDRED AND XX / 100

Date Amount  
4/11/2016 \*\*\*\*\*500.00\*

VOID IF NOT CASHED WITHIN 120 DAYS

Pay Colorado Department of Revenue  
To The Denver, CO 80261-0013  
Order of:  
  
USA



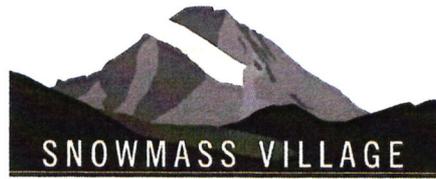
**Snowmass Acquisition Co. LLC, dba Viceroy Snowmass**

Date	Invoice Number	Comment	Amount	Discount Amount	Net Amount
4/11/2016	41116	2015 Liquor License Renewal	500.00	0.00	500.00

License ID: 50038

Total Amount: \$225.00

State Tax ID: 4700481



State of Colorado By The Authority of

# Town of Snowmass Village

## Restaurant-Tavern Liquor License

### To Sell At Retail Malt, Vinous & Spirituous Liquor

Base Village Conference Center  
110 Carriage Way, Snowmass Village, CO 81615

*This License is to certify that the above establishment of the State of Colorado, has applied to sell Liquor at their premises, having paid the Town Treasurer the stated amount. Therefore, the applicant is hereby licensed to sell Liquors containing more than 3.2% Alcohol by weight for consumption on premise.*

*This License is issued subject to the Laws of the State of Colorado and especially under the provisions of Article 47 of Title 12, Colorado Revised Statutes, as amended.*

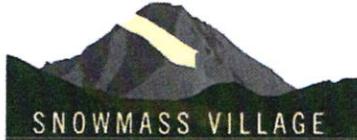
*This License is valid for the date period of 5/30/2016 to 5/29/2017, unless revoked sooner as provided by Law.*

**IN TESTIMONY WHEREOF**, The Liquor Licensing Authority has hereunto subscribed its name by its officers duly authorized on \_\_\_\_\_.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Town of Snowmass Village  
Liquor Licensing Authority

POST IN A CONSPICUOUS PLACE



LIQUOR LICENSING AUTHORITY  
DOCUMENT CHECKLIST

**ANNUAL RENEWAL - BEER AND WINE LICENSE**

TASTERS RESTAURANT

4/13/16  
Date Received

6/4/16  
Lic. Exp. Date

STACY FORSTER  
Name of Applicant

Email Address stacy.jforster@gmail.com

1.  Registered Manager: STACY FORSTER
2.  **Name designated T.I.P.S. Certified staff person** 12/ Stacy Forster  
Expiration Date: 12/2017
3.  Form **DR8400** (This form comes from the State of Colorado. If you don't receive one from the State, please request a DR8404 form from the Town Clerk)
4.  Copy of Most Current Certificate of Good Standing (Must be within 2 years)  
Date filed 4/9/16 (The Clerk does **NOT** have this information)  
Change of Managers/Owners/Officers/Board Members? Yes \_\_\_ No \_\_\_
5.  *Affidavit of Possession of Premises*  
*No Change in Premises*  
*25% of gross income from food*
6.  Fees: TOSV \$  \$198.75      STATE \$  \$351.25
7.  *Inspection Reports: This is done by the Town Clerk*  
*Police* \_\_\_ *Police Dept.*  
*Fire* \_\_\_ *Fire Dept.*  
*Health* \_\_\_ *Environmental Health*
8.  **The Town Finance Departments has verified "no taxes owing" on this Application (The Clerk will handle this)** *ok per K Teajillo*

**RETAIL LIQUOR OR 3.2 BEER  
 LICENSE RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$351.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	

TASTERS  
 PO BOX 6211  
 SNOWMASS VILLAGE CO 81615-6211

Make check payable to: Colorado Department of Revenue  
 The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name TASTERS RESTAURANT INC		DBA TASTERS	
Liquor License #	License Type Beer & Wine (city)	Sales Tax License #	Expiration Date 6/4/2016
		Due Date 4/20/2016	
Operating manager STACY FORSTER	Date of Birth 10/21/67	Home Address 755 HEARTHSTONE DR BASALT, CO 81621	
Manager Phone Number 970 618 6797	Email Address stacyjforster@gmail.com		
Street Address 16 KEARNS WY SNOWMASS VILLAGE CO 81615-9701			Phone Number (970) 923 5250
Mailing Address PO BOX 6211 SNOWMASS VILLAGE CO 81615-6211			

- Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease April 30th, 2023
- Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  YES  NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO

**AFFIRMATION & CONSENT**

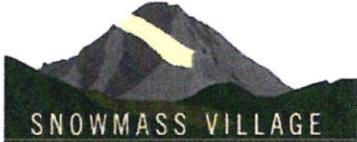
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business STACY J FORSTER	Title PRESIDENT
Signature 	Date 4/10/16

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For	Date
Signature	Title
Attest	



**LIQUOR LICENSING AUTHORITY  
ANNUAL RENEWAL AFFIDAVIT  
POSSESSION OF PREMISES**

TASTERS RESTAURANT INC.

Name of Business Establishment

I do hereby swear and affirm the following, which apply to my liquor license.

1. Hotel and Restaurant Liquor Licensees: That during the past year, at least 25% of the gross revenues from the operation of my establishment was derived from the sale of meals.
2. All Liquor Licensees: That I will have possession of the licensed premises, through lease or deed, during the term of my liquor license.
3. All Liquor Licensees: That no physical changes have been made to the licensed premises.
4. Corporate Licensees: That the corporation is in good standing with the State.

Stacy Forster   
Owner or Registered Manager

4/13/16  
Date

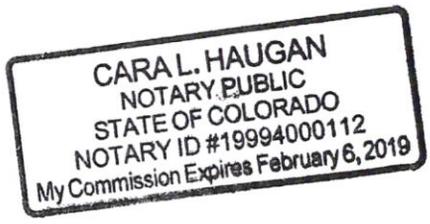
STATE OF COLORADO }  
} s.s.  
COUNTY OF PITKIN }

Subscribed and sworn to before me this 13 day of April, 2016.

Witness my hand and official seal:

Cara L. Haugan  
Notary

My Commission expires: Feb 6, 2019



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

TASTERS RESTAURANT, INC.

is a

Corporation

formed or registered on 04/25/2001 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20011084710 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/06/2016 that have been posted, and by documents delivered to this office electronically through 04/09/2016 @ 19:11:15 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/09/2016 @ 19:11:15 in accordance with applicable law. This certificate is assigned Confirmation Number 9593392 .



A handwritten signature in blue ink that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

**TASTERS RESTAURANT INC**

Alpine Bank  
82-340/1021

9114

PO BOX 6211  
Snowmass Village CO 81615  
970-923-5350

04/13/2016



PAY TO THE ORDER OF Town of Snowmass Village

\$ \*\*198.75

One hundred ninety-eight and 75/100\*\*\*\*\*

DOLLARS

Town of Snowmass Village  
PO Box 5010  
Snowmass Village, CO 81615

MEMO 830

TASTERS RESTAURANT INC  
04/13/2016

Town of Snowmass Village

9114

Date	Type	Reference	Original Amount	Balance Due	Payment
------	------	-----------	-----------------	-------------	---------

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

**TASTERS RESTAURANT INC**

Alpine Bank  
82-340/1021

9113

PO BOX 6211  
Snowmass Village CO 81615  
970-923-5350

04/13/2016

PAY TO THE ORDER OF Colorado Dept of Revenue

\$ \*\*351.25

Three hundred fifty-one and 25/100\*\*\*\*\*

DOLLARS

Colorado Dept of Revenue-Liquor Div.  
Liquor Enforcement Division  
1881 Pierce Street  
#108  
Lakewood, CO 80214

MEMO

TASTERS RESTAURANT INC  
04/13/2016

Colorado Dept of Revenue

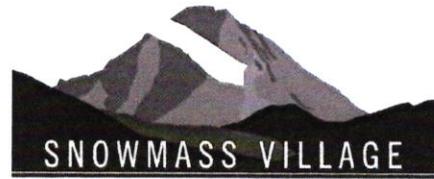
9113

Date	Type	Reference	Original Amount	Balance Due	Payment
04/13/2016	Bill		351.25	351.25	351.25
		Check Amount			351.25

License ID: 50025

Total Amount: \$198.75

State Tax ID: 14451380000



State of Colorado By The Authority of

# Town of Snowmass Village

## Beer & Wine Liquor License

### To Sell At Retail Malt & Vinous Liquor

Taster's

16 Kearns Road, Snowmass Village, CO 81615

*This License is to certify that the above establishment of the State of Colorado, has applied to sell Liquor at their premises, having paid the Town Treasurer the stated amount. Therefore, the applicant is hereby licensed to sell Liquors containing more than 3.2% Alcohol by weight for consumption on premise.*

*This License is issued subject to the Laws of the State of Colorado and especially under the provisions of Article 47 of Title 12, Colorado Revised Statutes, as amended.*

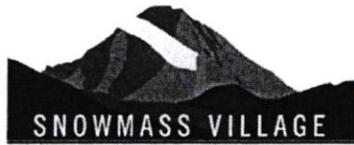
*This License is valid for the date period of 6/5/2016 to 6/4/2017, unless revoked sooner as provided by Law.*

**IN TESTIMONY WHEREOF**, The Liquor Licensing Authority has hereunto subscribed its name by its officers duly authorized on \_\_\_\_\_.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Town of Snowmass Village  
Liquor Licensing Authority

POST IN A CONSPICUOUS PLACE



SNOWMASS VILLAGE LIQUOR LICENSING AUTHORITY

PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT A **PUBLIC HEARING** WILL BE HELD TO **COMMENT ON A SPECIAL EVENT PERMIT FOR ASPEN CENTER FOR ENVIRONMENTAL STUDIES FOR THE COCHON 555 –HERITAGE FIRE:**

DATE: TUESDAY, **MAY 10, 2016**

TIME: 4:00 P.M.

LOCATION: The Town Hall  
Town of Snowmass Village  
130 Kearns Road  
Snowmass Village, CO 81615

**TO RECEIVE PUBLIC COMMENT ON A SPECIAL EVENTS PERMIT FOR ENVIRONMENTAL STUDIES FOR THE COCHON 555 –HERITAGE FIRE AT THE SNOWMASS BASE VILLAGE EVENTS LAWN ON JUNE 16, 2016 LOCATED IN SNOWMASS VILLAGE, COLORADO**

ASPEN CENTER FOR ENVIRONMENTAL STUDIES  
100 Puppy Smith Street  
Aspen, CO 81611

President: Chris R. Lane  
367 Allison Lane  
Basalt, CO 81621

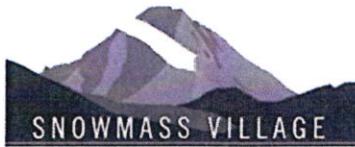
Event Manager: Leticia Hanke  
308 E. Hopkins #204  
Aspen, CO 81612

INFO: Telephone: 923-3777  
Internet access to council e-mail: <http://www.tosv.com>  
Citizen feedback hotline: 922-6727

Rhonda B. Coxon, CMC  
Town Clerk

Posted on April 4, 2016 and Published in the Snowmass Village Sun Newspaper on April 13, 2016

<http://www.tosv.com>  
[clerk@tosv.com](mailto:clerk@tosv.com)



LIQUOR LICENSING AUTHORITY
DOCUMENT CHECKLIST
SPECIAL EVENTS PERMIT

italics=*local authority requirement*

Name of Applicant Aspen Center for Environmental Studies Date Received 3/9/16
Name of Event Cochon 555 / Heritage Fair Date(s) of Event 6/10/16
Date of Public Hearing 5/10/16 Posted Premises 4/28/16

- 1. X (Form DR 8439) Application for a Special Events Permit
2. X OR Letter of Permission from property owner
3. X IF FOOD IS BEING SERVED: Signed inspection report from Health Dept.
4. X Diagram of Premises (outlined in red & no larger than 8 1/2 x 11) where liquor will be served
5. X Operational Plan
6. X IF A NON-PROFIT: Certificate of Good Standing issued by Secretary of State within last two years
7. Special Event Notice posted on: 4/28/16
8. Temporary Use Permit. Contact Sloan Campi s in Building & Planning Department at 923-5524 ext. 633
9. Fees: 12500 TOSV 2500 \$25.00/day \$10.00/day (3.2 beer) TOSV \$100.00 Application fee (per event)

## APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)

<input type="checkbox"/> SOCIAL	<input type="checkbox"/> ATHLETIC	<input checked="" type="checkbox"/> PHILANTHROPIC INSTITUTION
<input type="checkbox"/> FRATERNAL	<input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER	<input type="checkbox"/> POLITICAL CANDIDATE
<input type="checkbox"/> PATRIOTIC	<input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY	<input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES
<input type="checkbox"/> POLITICAL	<input type="checkbox"/> RELIGIOUS INSTITUTION	

<b>LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:</b> 2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY 2170 <input checked="" type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	<b>DO NOT WRITE IN THIS SPACE</b> LIQUOR PERMIT NUMBER
--	---

<b>1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE</b> Aspen Center for Environmental Studies	State Sales Tax Number (Required) 23-7042291
---	---

<b>2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE</b> (include street, city/town and ZIP) 100 Puppy Smith Street Aspen, CO 81611	<b>3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT</b> (include street, city/town and ZIP) Snowmass Base Village Events Lawn 84 Carriage Way Snowmass Village, CO 81615
--	---

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
<b>4. PRES./SECY OF ORG. or POLITICAL CANDIDATE</b> CHRIS R. LANE	2-15-67	367 Allison Ln, Basalt, 81621	303-810-2873
<b>5. EVENT MANAGER</b> Leticia Hanke	4/22/80	308 E Hopkins Aspen, CO	913-689-8857

<b>6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	<b>7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
--	---

**8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?**  Yes  No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To	Hours From To
01/10/16 4p.m. to 9p.m.				

**OATH OF APPLICANT**

*I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.*

<b>SIGNATURE</b> 	<b>TITLE</b> CEO	<b>DATE</b> 3-16-16
----------------------	---------------------	------------------------

**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

<b>LOCAL LICENSING AUTHORITY (CITY OR COUNTY)</b> <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	<b>TELEPHONE NUMBER OF CITY/COUNTY CLERK</b>
<b>SIGNATURE</b>	<b>TITLE</b>
	<b>DATE</b>

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$ .

(Instructions on Reverse Size)

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,  
ASPEN CENTER FOR ENVIRONMENTAL STUDIES

is a

Nonprofit Corporation

formed or registered on 10/07/1968 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871203942 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/07/2016 that have been posted, and by documents delivered to this office electronically through 03/08/2016 @ 14:32:19 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/08/2016 @ 14:32:19 in accordance with applicable law. This certificate is assigned Confirmation Number 9540063 .



A handwritten signature in blue ink that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



OGDEN UT 84201-0038

In reply refer to: 0441958642  
June 05, 2009 LTR 4168C EO  
23-7042291 000000 90 000  
00023924  
BODC: TE

ASPEN CENTER FOR ENVIRONMENTAL  
STUDIES  
100 PUPPY SMITH ST  
ASPEN CO 81611-1451



022054

Employer Identification Number:  
Person to Contact: L Reed  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of May 27, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in October 1969, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

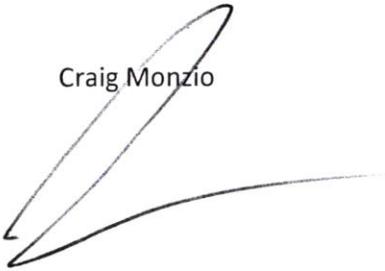
Rita A. Leeta  
Accounts Management II

3/8/16

To Whom It Concerns:

As president of the Master Association and Vice-President of Related Colorado I hereby allow Cochon 555 to have access to Base Village Plaza for their special event on June 16, 2016.

Craig Monzio

A handwritten signature in black ink, consisting of a large, stylized loop followed by a long, sweeping horizontal stroke.



STATE OF COLORADO  
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

**LICENSE TO OPERATE A RETAIL FOOD ESTABLISHMENT**

ACCOUNT NUMBER use for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO
	county	city	indust.	type	liability date	month	day	year	DECEMBER 31
3274 \$255.00	49				C 07/29/2009	01	26	2016	2016

**THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION:**

130 Wood RD  
SNOWMASS VILLAGE, CO 81615

Viceroy Hotels Resorts Residences  
Viceroy Snowmass - Viceroy Nest  
PO BOX 6565  
SNOWMASS VILLAGE, CO 81615

License Issued By Pitkin County Environmental Health

This certifies that licensee shown hereon is authorized and licensed to engage in business in accordance with the provisions of the law and regulations of the Colorado Department of Public Health and Environment. Any alterations made on this license will automatically make it null and void.

**POST IN A  
CONSPICUOUS  
PLACE**

▲ Detach Here ▲

# OPERATIONAL PLAN

What: Cochon 555

When: Thursday, June 16, 2016 5-8pm

Where: Snowmass Base Village Event Lawn and Plaza

How Many People: 600

Event Details: Over 45 Chefs & 3,000 Pounds of Sustainably Raised, Wood-Fire Kissed Meats on Fanny Hill. This epic event will showcase top wineries, breweries, craft distilleries and over 45 notable chefs from Colorado working alongside top chefs from around the country cooking 3,000 pounds of heritage breed animals in celebration of pasture diversity and family farming. The list of heritage and heirloom foods to be featured include dry-aged beef, spit-roasted large format fish, whole pigs, lambs, goat, lobster, squab, rabbit, duck, chicken, artisan cheese, oysters and heirloom vegetables. Heritage Fire is a collection of culinary teams cooking together for a crowd of meat and wine loving gourmands to spotlight traditional outdoor cooking techniques paired with amazing wines, ice-cold brews, and crisp ciders.

Set-up: will occur on June 15, 2016

Tear Down: Will start immediately at 9pm on June 16<sup>th</sup> and will conclude on Friday, June 17, 2016.

Clean Up: TOSV events will be in charge of sanitation and clean up

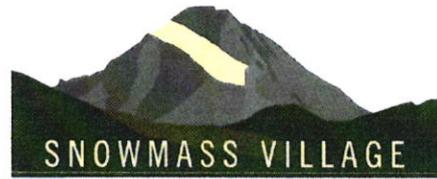
Security: 4-9pm team of 8-9 security

Contact Person: Brady Lowe 404-849-3569 or Leticia Hanke 913-689-8857

License ID: 70022

Total Amount: \$125.00

State Tax ID: 237042291



State of Colorado By The Authority of

# Town of Snowmass Village

## ACES Special Event Liquor License

**Cochon 555- Heritage Fire**

**Snowmass Village, CO 81615**

*This License is to certify that the above establishment of the State of Colorado, has applied to sell Liquor at their premises, having paid the Town Treasurer the stated amount. Therefore, the applicant is hereby licensed to sell Liquors containing more than 3.2% Alcohol by weight for consumption on premise.*

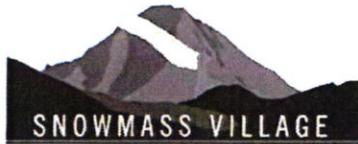
*This License is issued subject to the Laws of the State of Colorado and especially under the provisions of Article 47 of Title 12, Colorado Revised Statutes, as amended.*

*This License is valid for the date period of 6/16/2016 to 6/19/2016, unless revoked sooner as provided by Law.*

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Town of Snowmass Village  
Liquor Licensing Authority

POST IN A CONSPICUOUS PLACE



SNOWMASS VILLAGE LIQUOR LICENSING AUTHORITY

**PUBLIC HEARING**

**PUBLIC NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD TO COMMENT ON A SPECIAL EVENT PERMIT FOR ASPEN CAMP OF THE DEAF AND HARD OF HEARING FOR THE SUMMER CONCERT SERIES ON:**

DATE: TUESDAY, MAY 10, 2016

TIME: 4:00 P.M.

LOCATION: The Town Hall  
Town of Snowmass Village  
130 Kearns Road  
Snowmass Village, CO 81615

**TO RECEIVE PUBLIC COMMENT ON A 10 SPECIAL EVENT PERMITS FOR THE SUMMER CONCERT SERIES ON FANNY HILL FOR THE DATES OF 6/11, 6/23, 6/30, 7/1, 7/2, 7/14, 7/22, 7/28, 8/6 AND 8/11 IN SNOWMASS VILLAGE, COLORADO**

Aspen Camp for the Deaf and Hard of Hearing  
4862 Snowmass Creek Road  
Snowmass Co, 81654

President: John Wilcox  
4862 Snowmass Creek Road  
Snowmass, CO 81654

Event Manager: Lesa Thomas  
4862 Snowmass Creek Rd  
Snowmass, CO, 81654

INFO: Telephone: 923-3777  
Internet access to council e-mail: <http://www.tosv.com>  
Citizen feedback hotline: 922-6727

Rhonda B. Coxon, CMC  
Town Clerk

Posted on April 8, 2016 and Published in the [Snowmass Village Sun Newspaper](#) on April 13, 2016

<http://www.tosv.com>  
[clerk@tosv.com](mailto:clerk@tosv.com)



LIQUOR LICENSING AUTHORITY
DOCUMENT CHECKLIST

SPECIAL EVENTS PERMIT

italics=local authority requirement

Name of Applicant Aspen Camp of the Deaf &
Head of Hearing
Date Received 4/8/16
Name of Event ~~THURSDAY~~ Concert Series
Summer
Date(s) of Event See Attached
Date of Public Hearing 5/10/16
Posted Premises 4/28/16

- 1. (Form DR 8439) Application for a Special Events Permit
Copy of deed or lease of property
2. OR
Letter of Permission from property owner
3. IF FOOD IS BEING SERVED: Signed inspection report from Health Dept.
4. Diagram of Premises (outlined in red & no larger than 8 1/2 x 11) where liquor will be served
5. Operational Plan
6. IF A NON-PROFIT: Certificate of Good Standing issued by Secretary of State within last two years
IF NOT INCORPORATED: a NONPROFIT charter
IF POLITICAL CANDIDATE: copies of documents filed with Secretary of State.
7. Special Event Notice posted on: 4/28/16
Published on: 4/13/16

8.  Temporary Use Permit. Contact Bob Nevins in Building & Planning Department at 923-5524 ext. 633

9.  Fees:

<input checked="" type="checkbox"/>	TOSV	\$25.00/day
<input type="checkbox"/>	TOSV	\$10.00/day (3.2 beer)
<input checked="" type="checkbox"/>	TOSV	\$100.00 Application fee (per event)
<input type="checkbox"/>	STATE	\$25.00/day
<input type="checkbox"/>	STATE	\$10.00/day (3.2 beer)

NOTE: Application must be:  
Received by Local Authority not less than 30 days prior to event.  
Received by State Authority not less than 10 days prior to event.

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

**IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC                              | <input type="checkbox"/> PHILANTHROPIC INSTITUTION           |
| <input type="checkbox"/> FRATERNAL         | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER    | <input type="checkbox"/> POLITICAL CANDIDATE                 |
| <input type="checkbox"/> PATRIOTIC         | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL         | <input type="checkbox"/> RELIGIOUS INSTITUTION                 |  |

<b>LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:</b>	<b>DO NOT WRITE IN THIS SPACE</b>
2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY	LIQUOR PERMIT NUMBER
2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <i>Aspen Camp of the Deaf &amp; Hard of Hearing</i>	State Sales Tax Number (Required) <i>7</i>
---	---

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) <i>4862 SNOWMASS CREEK ROAD SNOWMASS, CO 81654</i>	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) <i>Fanny Hill - see attached map</i>
---	---

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE <i>John Wilcox</i>	<i>1/5/67</i>	<i>30 Woodledge Road Needham, MA 02492</i>	<i>781-363-0677 (text)</i>
5. EVENT MANAGER <i>Lesia Thomas</i>	<i>6/4/62</i>	<i>4862 SNOWMASS CREEK RCL SNOWMASS, CO 81654</i>	
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____		7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?  Yes  No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
<i>June 11, 2016</i>		<i>5:00pm</i>	<i>10:00pm</i>												

**OATH OF APPLICANT**

*I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.*

SIGNATURE <i>Lesia Thomas</i>	TITLE <i>Executive Director</i>	DATE <i>4/4/16</i>
----------------------------------	------------------------------------	-----------------------

**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

**LIABILITY INFORMATION**

License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$

(Instructions on Reverse Side)

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO  
CERTIFICATE OF REGISTRATION

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**ASPEN CAMP OF THE DEAF AND HARD OF HEARING**

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of 20033003953.

The status of its registration is **GOOD**, and this status has been in effect since 09/21/2015.

The organization's registration is or was due to be renewed by 06/15/2016.

Registrations in good or delinquent status remain valid until the registration becomes suspended or revoked. An organization whose registration has been suspended is prohibited by law from soliciting contributions, providing consulting services in connection with a solicitation campaign, or conducting a solicitation campaign in Colorado.

This certificate reflects facts established or disclosed by documents delivered to this office electronically through 04/03/2016.

**IN TESTIMONY WHEREOF** I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 04-03-2016 13:05:44



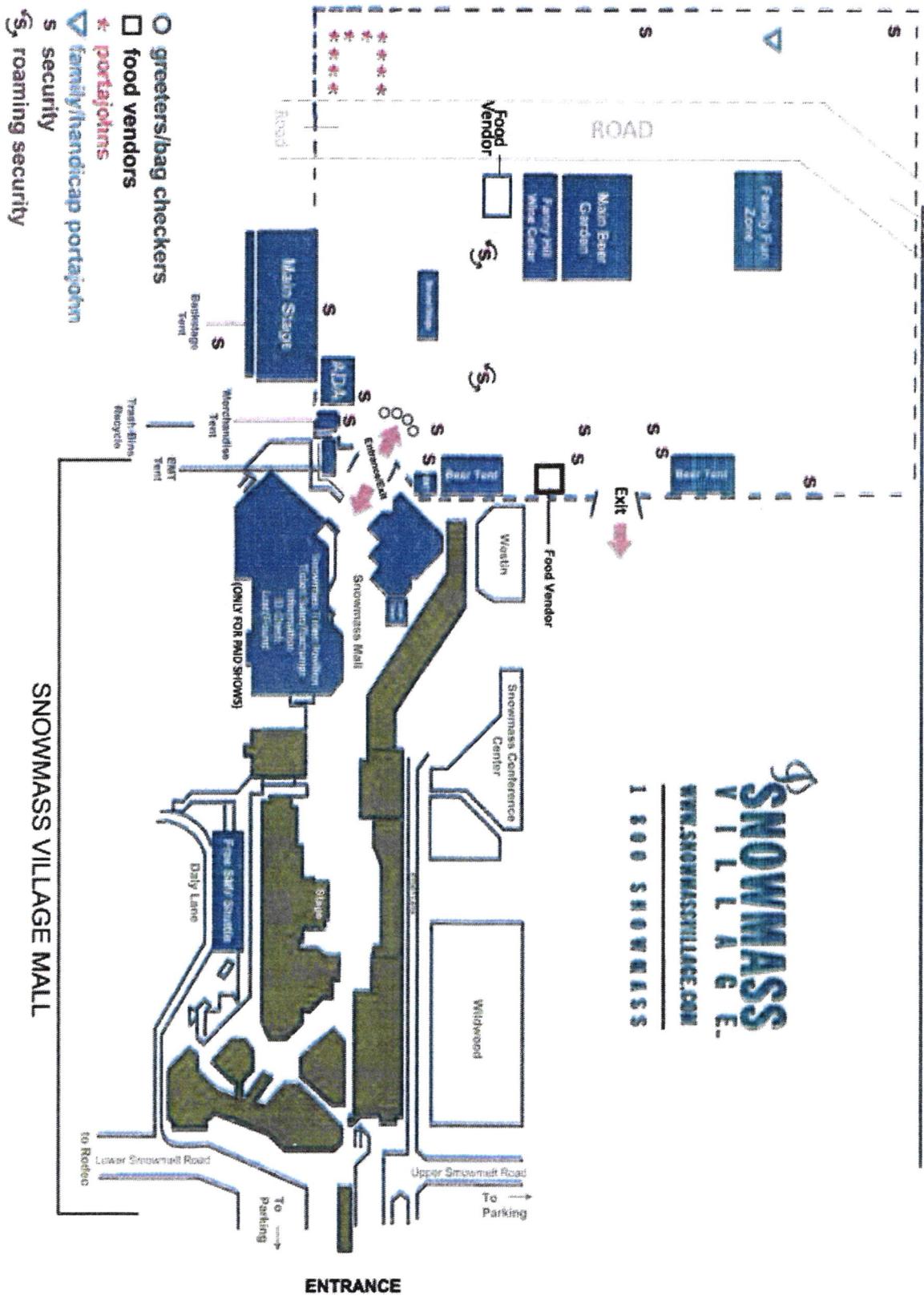
A handwritten signature in purple ink that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective.*

Official Site

**FANNY HILL 2016** ● WAUNDERLUST CONCERT/THURSDAY NIGHT CONCERTS/



**SNOWMASS**  
V I L L A G E  
[WWW.SNOWMASSVILLAGE.COM](http://WWW.SNOWMASSVILLAGE.COM)  
1 8 0 0 S N O W M A S S

Exhibit B-Event Site Map

## TEMPORARY LICENSE AND ACCESS AGREEMENT

This Temporary License and Access Agreement (this "**Agreement**") is made and entered into as of the 24 day of February, 2016, by and between SILVERTREE PROPCO, L.L.C., a Delaware limited liability company ("**Owner**"), and ASPEN CAMP OF THE DEAF AND HARD OF HEARING, INC., DBA ASPEN CAMP SPICES, a Colorado non-profit corporation (the "**ADC**").

This Agreement is made with reference to and in reliance upon the following facts:

A. Owner is the owner of certain real property in the Town of Snowmass Village, State of Colorado, commonly known as the Westin Snowmass Resort, 100 Elbert Lane, Snowmass Village, Colorado 81615, which includes for purposes of this Agreement a portion of the Snowmass Village Mall consisting of pedestrian walkways and common areas surrounding the retail businesses at the mall level of the Westin Snowmass Resort (the "**Property**").

B. The ADC ("**Licensee**") intends to hold certain "Special Events" (as defined in Section 2 below), and desires to use the Property for purposes of ingress and egress to and from the Special Events.

C. Owner is willing to grant a license to Licensee, for the purposes stated in this Agreement, on the terms and subject to the conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of License. From and after the date hereof, Owner hereby grants to Licensee (and Licensee's agents, guests and invitees) the non-exclusive right and license (the "**License**") to enter upon the surface of the Property, for the purposes described in Section 2 below; provided, however, that in conducting all such activities, Licensee shall comply with all laws and regulations applicable to such use of the Property or such activities, and shall obtain and maintain the insurance described in Section 3 of this Agreement. The use of the License shall be limited in duration to two hours prior and one hour after the times of actual Special Events on the dates listed.

1.1 Owner and its contractors, subcontractors, agents, guests and invitees shall have the right to use and occupy the Property for any purpose not inconsistent with the License rights hereby granted.

1.2 This Agreement is personal to Owner and Licensee and shall not run with title to the Property.

2. Licensee's Activities. Licensee is engaging in non-profit activities on property controlled by the Town of Snowmass Village, a home rule municipality ("**Town**"), and potentially including the Fanny Hill ski slope and Town public rights-of-ways, for which access to and from the Special Events is necessary and permitted under this License. The "Free Concerts" to be held on June 11, 23, 30 July 1, 2, 14, 22, 28 Aug 6, 11, 2016, will consist of activities, including, but not limited to, live music and shall constitute the allowed special events

(the "Special Events"). Licensee does anticipate serving alcoholic beverages at the Special Event and Owner grants permission to do so provided Licensee obtains liquor license permit(s) from the Town and/or the State of Colorado for serving alcohol at the Special Events, and further provided Licensee shall have the sole and exclusive obligation of obtaining such permit(s), complying with the terms of such permit(s), indemnifying the Owner, and providing insurance as provided below.

3. Insurance and Indemnity. Licensee covenants and agrees to maintain throughout the term of this Agreement, to obtain and maintain, in full force and effect, liability insurance, including liquor liability and 'dram shop' liability, in an amount not less than \$1 million per occurrence and \$2 million aggregate naming Owner and any of Owner's lender U.S. Bank National Association, as additional insureds. Proof of insurance will be provided to the Owner prior to the Special Event, as well as any other documents or certificates as may reasonably be required by Owner or its lenders. Licensee will save, indemnify, and hold Owner and any of Owner's lenders harmless from and against any claims, demands, losses, liabilities, actions, and causes of action, including reasonable attorneys' fees and costs incurred by Owner and any of Owner's lenders that are related to or arise from personal injury or property damage arising out of the use of the Property.

4. Liens. Licensee shall promptly, but in an event not later than forty-five (45) days after the filing thereof, remove of record any liens filed by any contractor, subcontractor, or materialman in connection with the activities contemplated under this Agreement.

5. Term. This Agreement shall commence upon the full execution and delivery care of by all parties hereto, and will terminate on August 12, 2016.

6. Breach, Remedies and Attorneys' Fees. In the event of any alleged breach or default under this Agreement, the party claiming the alleged breach or default will give written notice to the other party specifying the alleged breach or default. The other party shall have five (5) days within which to cure any alleged breach or default, or if the alleged breach or default is not reasonably capable of being cured within such 5-day period, the other party shall commence to cure within such 5-day period and promptly and diligently pursue completion of the cure of thereafter within no more than thirty (30) days. In the event of an uncured breach or default, and either party deems it necessary to take legal action to enforce or defend any part of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceeding, in addition to any other relief to which such party may be entitled. In any such proceeding, all parties waive their right to demand a jury. The parties agree that injunctive relief may be appropriate in the event of a breach of this Agreement and that a decree of specific performance may be granted by the court.

7. Notices. All notices and other communications hereunder shall be in writing, and shall be deemed to have been duly given when delivered in person, or on the third day after mailing, if mailed certified mail, postage prepaid and properly addressed as follows:

If to Owner:

SILVERTREE PROPCO, L.L.C  
c/o Robert Geimer, Executive Vice President  
400 Galleria Parkway, Suite 1450

Atlanta, GA 30339

With Copy to: B. Joseph Krabacher  
SHERMAN & HOWARD, L.L.C  
730 East Durant Avenue, Suite 200  
Aspen, CO 81611

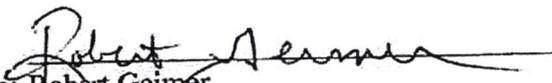
If to Licensee: ASPEN CAMP OF THE DEAF AND HARD OF HEARING, INC.  
c/o Lesa Thomas  
4862 Snowmass Creek Road  
Snowmass CO 81654

8. Miscellaneous. The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement shall not be recorded in the real estate records of the Clerk and Recorder of Pitkin County, Colorado. This Agreement shall be construed in connection with the laws of the State of Colorado. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provisions. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement executed by each of the parties hereto. The Section captions and headings used in this Agreement are inserted herein for convenience of reference only and shall not be deemed to define, limit or construe the provisions hereof. This Agreement may be executed in one or more counterparts, each of which, for all purposes, shall be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument. Signatures hereto may be evidenced by facsimile transmission, the same of which shall be treated as originals.

[Remainder of this page is intentionally blank – signatures appear on following pages]

IN WITNESS WHEREOF, the parties have executed this Temporary Access and License Agreement to be effective as of the date first set forth above.

SILVERTREE PROPCO, L.L.C.,  
A Delaware limited liability company

By:   
Name: Robert Geimer  
Title: Sr.V.P.

[Remainder of this page is intentionally blank – signature appears on following page]

IN WITNESS WHEREOF, the parties have executed this Temporary Access and License Agreement to be effective as of the date first set forth above.

ASPEN CAMP OF THE DEAF AND HARD OF HEARING, INC.

By: *Lesa Thomas*  
Name: Lesa Thomas  
Title: *Executive Director*

## **Details and Documents:**

### **Event Summary:** Attachments:

Exhibit A-Application/Operations Plan

Exhibit B-Event Site Map/Concert Schedule

### Details and Documents:

Event Summary: Snowmass Free Concert Summer Series will begin 6/25 and run throughout the summer on assorted dates. Expected attendance is appx 1500-3000 each evening.

PLEASE NOTE the ADDITIONAL SHOWS AND EVENINGS WILL HAVE A LATER End

Snowmass Tourism will facilitate and staff the above mentioned duties

Snowmass Tourism will contract many vendors familiar with event including Luis Mendoza w/ Lamas events and Alchemy Concert Systems.

In addition we plan to hire Aspen Event Security (Meeker) to provide site security. We will coordinate number of security personnel needed in conjunction w/ AES and TOSV PD based on expected attendance and information from previous years events.

Event is free to the public.

Amplified music each evening on Fanny Hill stage.

Site Plan (and maps): Site plan for 2015 will follow closely prior years. Fanny Hill stage will be utilized for entertainment with fenced area for audience. For Base Village concert, security will monitor area and a CCA will be pulled by Base Village. Please refer to Base Village for all liquor related questions for Lawn concerts and the Aspen Camp liquor permit for any alcohol related questions on Fanny Hill.

### Communication Plan: Staff Contact List:

Dave Elkan-Event Director 303-522-0302

Luis Mendoza-Site Manager 970-618-9280

Alchemy Concert Systems-staging, sound, lighting-970-927-0515

Additional Staff TBD

In emergency situations festival staff can communicate directly with emergency personnel via cell phone.

Snowmass Tourism will coordinate with TOSV Public Works prior to event to post parking signage in Village (Rodeo Lots, Numbered Lots, etc).

Security Plan: Snowmass Tourism is planning to contract Aspen Event Services to head up security. Randall Meeker will act a primary contact.

Exact numbers of security personnel TBD. Snowmass Tourism will coordinate closely with AES and TOSV PD to determine exact numbers and positions, but will include: entrance/exit, backstage access, rovers,

perimeter and any other positions deemed necessary by TWP, TOSV PD & AES .

Snowmass Tourism will, of course, continue to build upon our strong relationship w/ TOSV PD, and determine where/when public law enforcement may be needed.

Medical Plan: Snowmass Tourism will use 911 to summon emergency services.

Emergency checkpoint will move back to Elbert Lane, however, this can be discussed with SWFPD and TOSV PD to determine best staging area.

Security Contact for public safety officials will be Randall Meeker (or AES appointed captain).

Expected attendance is between 1500-3000 for all events

Egress will change for many of the events. Please review closely ALL ADJUSTED START AND END TIMES. Primary egress will be thru Village Mall to RFTA & Village Shuttle stops and to numbered lots.

There will be no divergence from a plan that is approved by the SWFPD & TOSV Police.

This plan will include:

- Establish and maintain fire/emergency access lanes to grounds, backstage, vendor/concession areas.
- All entrances and exits marked on site plan.
- All structure will have flameproof certifications and will meet uniform fire code.
- Fire extinguishers will be provided for structures as per code.
- Paramedics/EMTs on site for festival operating hours.
- Snowmass Tourism will schedule a site walk thru with SWFPD & TOSV Police prior to event.
- Any deviations will be approved by SWFPD and TOSV Police.

Public Address will be from Fanny Hill Stage and provide information and direction in case of emergencies.

Event will go on rain or shine.

Transportation/Traffic Plan: Snowmass Tourism will be promoting the use of public transportation to the event as parking around Snowmass Mall will be extremely limited. Attendees will be encouraged to utilize RFTA & TOSV Shuttles to attend event. Promoted parking will be in Base Village garage, Rodeo Lot and Intercept Lot.

Snowmass Tourism will coordinate with RFTA and TOSV shuttles to determine what additional services will be required to accommodate expected crowds for arrival and egress.

Parking Plan: Use of public transit ( RFTA & Snowmass Village Shuttles) will be highly encouraged and promoted as favored transport to event.

Numbered parking lots in village will be primary parking for lodge guests. Additional spaces avail for free summer parking.

Base Village Parking Garage-Avail parking for event days. Normal rates would apply. Transport to festival via "Skittles" Snowmass Tourism will communicate with both garage and gondola operators on expected attendance, operating hrs etc

Rodeo/Town Park Lot-Avail parking event days. Dirt lot behind Rodeo arena will be used as overflow from rec center lot. Transport to event via Village Shuttles. Again, Snowmass Tourism will be in communication with Police, Village Shuttle, rodeo operators etc throughout planning and event days.

Intercept Lot-Avail parking event days. Transport to event via RFTA buses.

Parking signage will be coordinated between TOSV Public Works and Snowmass Tourism.

Sanitation/Recycling Plan: Snowmass Tourism will be coordinating with Luis Mendoza @ Lamas events for site management. This company has been hired in this capacity for this event for several years and is well acquainted with the event. They will perform daily site sweep as well as oversee all production entities to ensure they maintain their spaces in accordance to event & wildlife standards.

The equivalent of 16 portable toilets will be brought on site for event attendees. All toilets, hand washing stations etc will be serviced prior to the event the following week.

Potable water will be provided to festival attendees.

Accessibility Plan: Clear path of travel around venue- ADA accessible.

ADA toilets available on site.

ADA parking available at each festival parking location. All RFTA & TOSV Shuttles are ADA accessible. Through egress each night, the area surrounding the site will be appropriately lit in order to avoid confusion and mishap.

Alcohol Permit & License: Snowmass Tourism is not involved with any component of the liquor permit. Please see Aspen Deaf Camp permit filed with the Town Clerk. FOR THE DEAF CAMP BENEFIT, please note that a CCA is being pulled and to refer to that license.

Food Permit: Snowmass Tourism will manage and coordinate any food & beverage vendors. All appropriate health permits and licenses and insurance will be secured by the individual vendor and provided to TWP and Pitkin Health Dept.

Parks/Open Space Permit: NA

Reviewed and accepted: NO

Sales Tax & Bus. License: All appropriate permits will be secured in a timely fashion.

Reviewed and accepted: NO

Miscellaneous Permits: Walk thru & inspections will be conducted with all appropriate TOSV and Pitkin

County Depts-as needed.

Public Notification: Snowmass Tourism will work with TOSV Police and Public Works to execute.

Liability Insurance: Insurance Certificate naming TOSV as additional insured will be sent prior to event.

There are no agencies currently assigned to approve this event.

SCHEDULE (all times are PM):

Saturday June 11 Royal Southern Broterhood

Doors: 5:30 Show ends: 8:30

Thursday July 23 Taj Mahal Trio

Doors: 5:30 Show ends:10pm

Thursday June 30- Steel Pulse + guests

Doors: 5:30pm Show ends: 10pm

Friday July 1-Karsh Kale + guests

Doors: 6pm Show ends: 10pm

Saturday July 2- Xavier Rudd + guests

Doors: 5:30pm Show ends: 10:50pm (PLEASE SEE ADDENDUM IN DOWNLOADS)

Thursday July 14 Leftover Cuties

Doors: 5:30 Show ends: 8:30

Saturday July 16 Pimps of Joytime + special guests

(Deaf Camp Picnic LOCATED IN BASE VILLAGE LAWN)

Doors: 12pm Show ends: 9pm

Friday July 22 Jamestown Revival

Doors: 5:30pm Show ends: 8:30pm

Thursday July 28 Chali 2na

Doors: 5:30 Show ends: 8:30

Saturday Aug 6 Tartan Terrors

Doors: 5:30 Show ends 8:30

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU **MUST BE NONPROFIT**  
**AND ONE OF THE FOLLOWING** (See back for details.)

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC                              | <input type="checkbox"/> PHILANTHROPIC INSTITUTION           |
| <input type="checkbox"/> FRATERNAL         | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER    | <input type="checkbox"/> POLITICAL CANDIDATE                 |
| <input type="checkbox"/> PATRIOTIC         | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL         | <input type="checkbox"/> RELIGIOUS INSTITUTION                 |  |

**LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:**  
 2110  MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY  
 2170  FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

**DO NOT WRITE IN THIS SPACE**

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE State Sales Tax Number (Required)  
*Aspen Camp of the Deaf & Hard of Hearing*

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE  
 (include street, city/town and ZIP)  
*4862 SNOWMASS CREEK ROAD  
 SNOWMASS, CO 81654*

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT  
 (include street, city/town and ZIP)  
*Fanny Hill - see attached map*

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE <i>John Wilcox</i>	<i>1/5/67</i>	<i>30 Woodledge Road Needham, MA 02492</i>	<i>781-363-0679 (text)</i>
5. EVENT MANAGER <i>Lesia Thomas</i>	<i>6/4/62</i>	<i>4862 SNOWMASS CREEK Rd SNOWMASS, CO 81654</i>	

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?  
 NO  YES HOW MANY DAYS? \_\_\_\_\_

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?  
 NO  YES TO WHOM? \_\_\_\_\_

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?  Yes  No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
Hours From	Hours From	Hours From	Hours From	Hours From
To	To	To	To	To
<i>June 23, 2016</i>				
<i>5:00 PM</i>				
<i>To 10:00 PM</i>				

### OATH OF APPLICANT

*I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.*

SIGNATURE <i>Lesia Thomas</i>	TITLE <i>Executive Director</i>	DATE <i>4/4/16</i>
----------------------------------	------------------------------------	-----------------------

### REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

### LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
			-750 (999) \$

(Instructions on Reverse Side)

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO  
CERTIFICATE OF REGISTRATION

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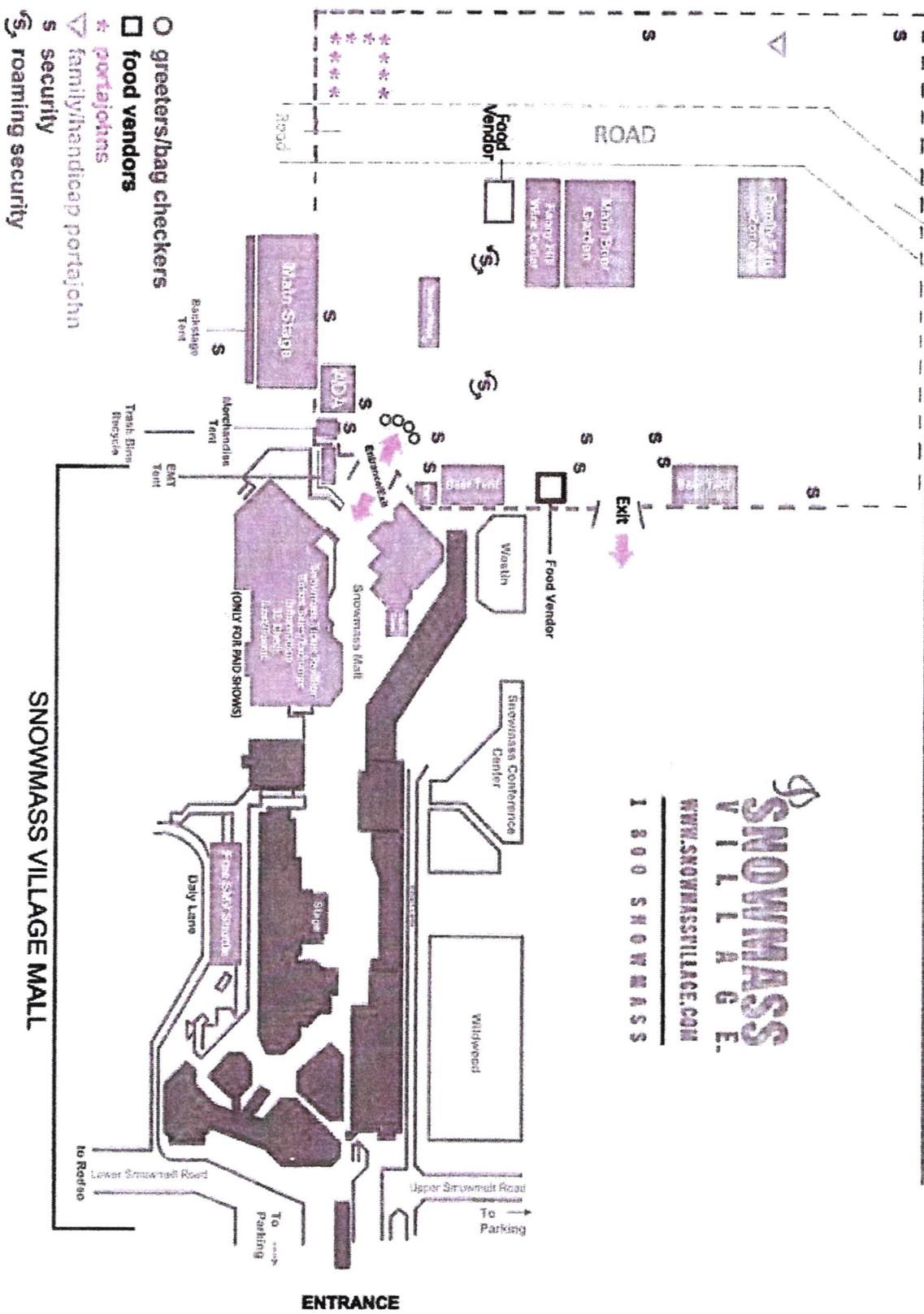


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Secretary of State of the State of Colorado

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective.*

Official Site  
**FANNY HILL 2016** ● WAUNDERLUST CONCERT/THURSDAY NIGHT CONCERTS/



**SNOWMASS**  
 V I L L A G E  
 WWW.SNOWMASSVILLAGE.COM  
 1 8 0 0 S N O W M A S S

**Exhibit B-Event Site Map**

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B. The ADC ("**Licensee**") intends to hold certain "Special Events" (as defined in Section 2 below), and desires to use the Property for purposes of ingress and egress to and from the Special Events.

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3. Insurance and Indemnity. Licensee covenants and agrees to maintain throughout the term of this Agreement, to obtain and maintain, in full force and effect, liability insurance, including liquor liability and 'dram shop' liability, in an amount not less than \$1 million per occurrence and \$2 million aggregate naming Owner and any of Owner's lender U.S. Bank National Association, as additional insureds. Proof of insurance will be provided to the Owner prior to the Special Event, as well as any other documents or certificates as may reasonably be required by Owner or its lenders. Licensee will save, indemnify, and hold Owner and any of Owner's lenders harmless from and against any claims, demands, losses, liabilities, actions, and causes of action, including reasonable attorneys' fees and costs incurred by Owner and any of Owner's lenders that are related to or arise from personal injury or property damage arising out of the use of the Property.

4. Liens. Licensee shall promptly, but in an event not later than forty-five (45) days after the filing thereof, remove of record any liens filed by any contractor, subcontractor, or materialman in connection with the activities contemplated under this Agreement.

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6. Breach, Remedies and Attorneys' Fees. In the event of any alleged breach or default under this Agreement, the party claiming the alleged breach or default will give written notice to the other party specifying the alleged breach or default. The other party shall have five (5) days within which to cure any alleged breach or default, or if the alleged breach or default is not reasonably capable of being cured within such 5-day period, the other party shall commence to cure within such 5-day period and promptly and diligently pursue completion of the cure of thereafter within no more than thirty (30) days. In the event of an uncured breach or default, and either party deems it necessary to take legal action to enforce or defend any part of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceeding, in addition to any other relief to which such party may be entitled. In any such proceeding, all parties waive their right to demand a jury. The parties agree that injunctive relief may be appropriate in the event of a breach of this Agreement and that a decree of specific performance may be granted by the court.

7. Notices. All notices and other communications hereunder shall be in writing, and shall be deemed to have been duly given when delivered in person, or on the third day after mailing, if mailed certified mail, postage prepaid and properly addressed as follows:

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c/o Robert Geimer, Executive Vice President  
400 Galleria Parkway, Suite 1450

Atlanta, GA 30339

With Copy to: B. Joseph Krabacher  
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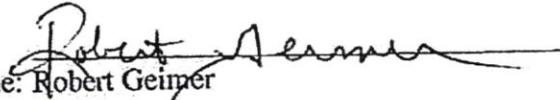
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c/o Lesa Thomas  
4862 Snowmass Creek Road  
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Name: Robert Geimer  
Title: Sr.V.P.

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By:   
Name: Lesa Thomas  
Title: Executive Director

## **Details and Documents:**

### **Event Summary:** Attachments:

Exhibit A-Application/Operations Plan

Exhibit B-Event Site Map/Concert Schedule

### Details and Documents:

Event Summary: Snowmass Free Concert Summer Series will begin 6/25 and run throughout the summer on assorted dates. Expected attendance is appx 1500-3000 each evening.

PLEASE NOTE the ADDITIONAL SHOWS AND EVENINGS WILL HAVE A LATER End

Snowmass Tourism will facilitate and staff the above mentioned duties

Snowmass Tourism will contract many vendors familiar with event including Luis Mendoza w/ Lamas events and Alchemy Concert Systems.

In addition we plan to hire Aspen Event Security (Meeker) to provide site security. We will coordinate number of security personnel needed in conjunction w/ AES and TOSV PD based on expected attendance and information from previous years events.

Event is free to the public.

Amplified music each evening on Fanny Hill stage.

Site Plan (and maps): Site plan for 2015 will follow closely prior years. Fanny Hill stage will be utilized for entertainment with fenced area for audience. For Base Village concert, security will monitor area and a CCA will be pulled by Base Village. Please refer to Base Village for all liquor related questions for Lawn concerts and the Aspen Camp liquor permit for any alcohol related questions on Fanny Hill.

### Communication Plan: Staff Contact List:

Dave Elkan-Event Director 303-522-0302

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Snowmass Tourism will coordinate with TOSV Public Works prior to event to post parking signage in Village (Rodeo Lots, Numbered Lots, etc).

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Exact numbers of security personnel TBD. Snowmass Tourism will coordinate closely with AES and TOSV PD to determine exact numbers and positions, but will include: entrance/exit, backstage access, rovers,

perimeter and any other positions deemed necessary by TWP, TOSV PD & AES .

Snowmass Tourism will, of course, continue to build upon our strong relationship w/ TOSV PD, and determine where/when public law enforcement may be needed.

Medical Plan: Snowmass Tourism will use 911 to summon emergency services.

Emergency checkpoint will move back to Elbert Lane, however, this can be discussed with SWFPD and TOSV PD to determine best staging area.

Security Contact for public safety officials will be Randall Meeker (or AES appointed captain).

Expected attendance is between 1500-3000 for all events

Egress will change for many of the events. Please review closely ALL ADJUSTED START AND END TIMES. Primary egress will be thru Village Mall to RFTA & Village Shuttle stops and to numbered lots.

There will be no divergence from a plan that is approved by the SWFPD & TOSV Police.

This plan will include:

- Establish and maintain fire/emergency access lanes to grounds, backstage, vendor/concession areas.
- All entrances and exits marked on site plan.
- All structure will have flameproof certifications and will meet uniform fire code.
- Fire extinguishers will be provided for structures as per code.
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- Snowmass Tourism will schedule a site walk thru with SWFPD & TOSV Police prior to event.
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Public Address will be from Fanny Hill Stage and provide information and direction in case of emergencies.

Event will go on rain or shine.

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Parking Plan: Use of public transit ( RFTA & Snowmass Village Shuttles) will be highly encouraged and promoted as favored transport to event.

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Base Village Parking Garage-Avail parking for event days. Normal rates would apply. Transport to festival via "Skittles" Snowmass Tourism will communicate with both garage and gondola operators on expected attendance, operating hrs etc

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The equivalent of 16 portable toilets will be brought on site for event attendees. All toilets, hand washing stations etc will be serviced prior to the event the following week.

Potable water will be provided to festival attendees.

Accessibility Plan: Clear path of travel around venue- ADA accessible.

ADA toilets available on site.

ADA parking available at each festival parking location. All RFTA & TOSV Shuttles are ADA accessible. Through egress each night, the area surrounding the site will be appropriately lit in order to avoid confusion and mishap.

Alcohol Permit & License: Snowmass Tourism is not involved with any component of the liquor permit. Please see Aspen Deaf Camp permit filed with the Town Clerk. FOR THE DEAF CAMP BENEFIT, please note that a CCA is being pulled and to refer to that license.

Food Permit: Snowmass Tourism will manage and coordinate any food & beverage vendors. All appropriate health permits and licenses and insurance will be secured by the individual vendor and provided to TWP and Pitkin Health Dept.

Parks/Open Space Permit: NA

Reviewed and accepted: NO

Sales Tax & Bus. License: All appropriate permits will be secured in a timely fashion.

Reviewed and accepted: NO

Miscellaneous Permits: Walk thru & inspections will be conducted with all appropriate TOSV and Pitkin

County Depts-as needed.

Public Notification: Snowmass Tourism will work with TOSV Police and Public Works to execute.

Liability Insurance: Insurance Certificate naming TOSV as additional insured will be sent prior to event.

There are no agencies currently assigned to approve this event.

SCHEDULE (all times are PM):

Saturday June 11 Royal Southern Broterhood

Doors: 5:30 Show ends: 8:30

Thursday July 23 Taj Mahal Trio

Doors: 5:30 Show ends:10pm

Thursday June 30- Steel Pulse + guests

Doors: 5:30pm Show ends: 10pm

Friday July 1-Karsh Kale + guests

Doors: 6pm Show ends: 10pm

Saturday July 2- Xavier Rudd + guests

Doors: 5:30pm Show ends: 10:50pm (PLEASE SEE ADDENDUM IN DOWNLOADS)

Thursday July 14 Leftover Cuties

Doors: 5:30 Show ends: 8:30

Saturday July 16 Pimps of Joytime + special guests

(Deaf Camp Picnic LOCATED IN BASE VILLAGE LAWN)

Doors: 12pm Show ends: 9pm

Friday July 22 Jamestown Revival

Doors: 5:30pm Show ends: 8:30pm

Thursday July 28 Chali 2na

Doors: 5:30 Show ends: 8:30

Saturday Aug 6 Tartan Terrors

Doors: 5:30 Show ends 8:30

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

**IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC                              | <input type="checkbox"/> PHILANTHROPIC INSTITUTION           |
| <input type="checkbox"/> FRATERNAL         | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER    | <input type="checkbox"/> POLITICAL CANDIDATE                 |
| <input type="checkbox"/> PATRIOTIC         | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL         | <input type="checkbox"/> RELIGIOUS INSTITUTION                 |  |

**LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:**

2110  MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY

2170  FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

**DO NOT WRITE IN THIS SPACE**

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE  
*Aspen Camp of the Deaf & Hard of Hearing*

State Sales Tax Number (Required)

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE  
 (include street, city/town and ZIP)  
*4862 Snowmass Creek Road  
 Snowmass, CO 81654*

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT  
 (include street, city/town and ZIP)  
*Fanny Hill - see attached map*

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE <i>John Wilcox</i>	<i>1/5/67</i>	<i>30 Woodledge Road Needham, MA 02492</i>	<i>781-363-0679 (text)</i>
5. EVENT MANAGER <i>Lesla Thomas</i>	<i>6/4/62</i>	<i>4862 Snowmass Creek Rd Snowmass, CO 81654</i>	
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____		7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?  Yes  No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To	Hours From To
<i>6/30/2016</i>				
<i>8:00 PM</i>				
<i>10:00 PM</i>				

**OATH OF APPLICANT**

*I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.*

SIGNATURE <i>Lesla Thomas</i>	TITLE <i>Executive Director</i>	DATE <i>4/4/16</i>
----------------------------------	------------------------------------	-----------------------

**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

**LIABILITY INFORMATION**

License Account Number	Liability Date	State	TOTAL
			-750 (999) \$

(Instructions on Reverse Side)

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO  
CERTIFICATE OF REGISTRATION

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**ASPEN CAMP OF THE DEAF AND HARD OF HEARING**

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of 20033003953.

The status of its registration is **GOOD**, and this status has been in effect since 09/21/2015.

The organization's registration is or was due to be renewed by 06/15/2016.

Registrations in good or delinquent status remain valid until the registration becomes suspended or revoked. An organization whose registration has been suspended is prohibited by law from soliciting contributions, providing consulting services in connection with a solicitation campaign, or conducting a solicitation campaign in Colorado.

This certificate reflects facts established or disclosed by documents delivered to this office electronically through 04/03/2016.

**IN TESTIMONY WHEREOF** I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 04-03-2016 13:05:44



A handwritten signature in cursive script that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective.*

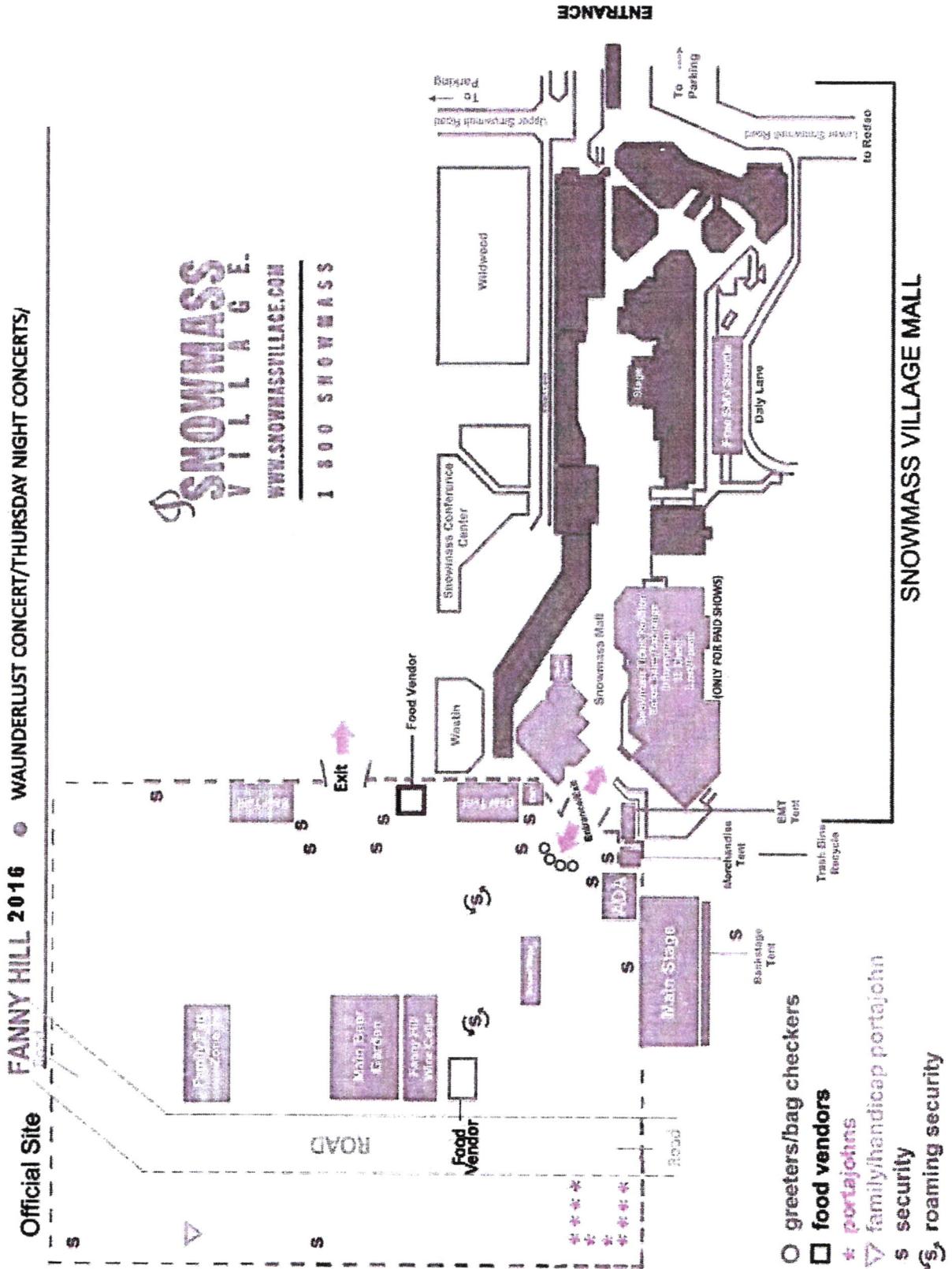


Exhibit B-Event Site Map

## TEMPORARY LICENSE AND ACCESS AGREEMENT

This Temporary License and Access Agreement (this “**Agreement**”) is made and entered into as of the 24 day of February, 2016, by and between SILVERTREE PROPCO, L.L.C., a Delaware limited liability company (“**Owner**”), and ASPEN CAMP OF THE DEAF AND HARD OF HEARING, INC., DBA ASPEN CAMP SPICES, a Colorado non-profit corporation (the “**ADC**”).

This Agreement is made with reference to and in reliance upon the following facts:

A. Owner is the owner of certain real property in the Town of Snowmass Village, State of Colorado, commonly known as the Westin Snowmass Resort, 100 Elbert Lane, Snowmass Village, Colorado 81615, which includes for purposes of this Agreement a portion of the Snowmass Village Mall consisting of pedestrian walkways and common areas surrounding the retail businesses at the mall level of the Westin Snowmass Resort (the “**Property**”).

B. The ADC (“**Licensee**”) intends to hold certain “Special Events” (as defined in Section 2 below), and desires to use the Property for purposes of ingress and egress to and from the Special Events.

C. Owner is willing to grant a license to Licensee, for the purposes stated in this Agreement, on the terms and subject to the conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of License. From and after the date hereof, Owner hereby grants to Licensee (and Licensee’s agents, guests and invitees) the non-exclusive right and license (the “**License**”) to enter upon the surface of the Property, for the purposes described in Section 2 below; provided, however, that in conducting all such activities, Licensee shall comply with all laws and regulations applicable to such use of the Property or such activities, and shall obtain and maintain the insurance described in Section 3 of this Agreement. The use of the License shall be limited in duration to two hours prior and one hour after the times of actual Special Events on the dates listed.

1.1 Owner and its contractors, subcontractors, agents, guests and invitees shall have the right to use and occupy the Property for any purpose not inconsistent with the License rights hereby granted.

1.2 This Agreement is personal to Owner and Licensee and shall not run with title to the Property.

2. Licensee’s Activities. Licensee is engaging in non-profit activities on property controlled by the Town of Snowmass Village, a home rule municipality (“**Town**”), and potentially including the Fanny Hill ski slope and Town public rights-of-ways, for which access to and from the Special Events is necessary and permitted under this License. The “Free Concerts” to be held on June 11, 23, 30 July 1, 2, 14, 22, 28 Aug 6, 11, 2016, will consist of activities, including, but not limited to, live music and shall constitute the allowed special events

(the "Special Events"). Licensee does anticipate serving alcoholic beverages at the Special Event and Owner grants permission to do so provided Licensee obtains liquor license permit(s) from the Town and/or the State of Colorado for serving alcohol at the Special Events, and further provided Licensee shall have the sole and exclusive obligation of obtaining such permit(s), complying with the terms of such permit(s), indemnifying the Owner, and providing insurance as provided below.

3. Insurance and Indemnity. Licensee covenants and agrees to maintain throughout the term of this Agreement, to obtain and maintain, in full force and effect, liability insurance, including liquor liability and 'dram shop' liability, in an amount not less than \$1 million per occurrence and \$2 million aggregate naming Owner and any of Owner's lender U.S. Bank National Association, as additional insureds. Proof of insurance will be provided to the Owner prior to the Special Event, as well as any other documents or certificates as may reasonably be required by Owner or its lenders. Licensee will save, indemnify, and hold Owner and any of Owner's lenders harmless from and against any claims, demands, losses, liabilities, actions, and causes of action, including reasonable attorneys' fees and costs incurred by Owner and any of Owner's lenders that are related to or arise from personal injury or property damage arising out of the use of the Property.

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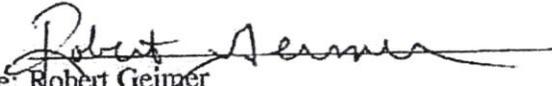
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By: *Lesa Thomas*  
Name: Lesa Thomas  
Title: *Executive Director*

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ADA toilets available on site.

ADA parking available at each festival parking location. All RFTA & TOSV Shuttles are ADA accessible. Through egress each night, the area surrounding the site will be appropriately lit in order to avoid confusion and mishap.

Alcohol Permit & License: Snowmass Tourism is not involved with any component of the liquor permit. Please see Aspen Deaf Camp permit filed with the Town Clerk. FOR THE DEAF CAMP BENEFIT, please note that a CCA is being pulled and to refer to that license.

Food Permit: Snowmass Tourism will manage and coordinate any food & beverage vendors. All appropriate health permits and licenses and insurance will be secured by the individual vendor and provided to TWP and Pitkin Health Dept.

Parks/Open Space Permit: NA

Reviewed and accepted: NO

Sales Tax & Bus. License: All appropriate permits will be secured in a timely fashion.

Reviewed and accepted: NO

Miscellaneous Permits: Walk thru & inspections will be conducted with all appropriate TOSV and Pitkin

County Depts-as needed.

Public Notification: Snowmass Tourism will work with TOSV Police and Public Works to execute.

Liability Insurance: Insurance Certificate naming TOSV as additional insured will be sent prior to event.

There are no agencies currently assigned to approve this event.

SCHEDULE (all times are PM):

Saturday June 11 Royal Southern Broterhood

Doors: 5:30 Show ends: 8:30

Thursday July 23 Taj Mahal Trio

Doors: 5:30 Show ends:10pm

Thursday June 30- Steel Pulse + guests

Doors: 5:30pm Show ends: 10pm

Friday July 1-Karsh Kale + guests

Doors: 6pm Show ends: 10pm

Saturday July 2- Xavier Rudd + guests

Doors: 5:30pm Show ends: 10:50pm (PLEASE SEE ADDENDUM IN DOWNLOADS)

Thursday July 14 Leftover Cuties

Doors: 5:30 Show ends: 8:30

Saturday July 16 Pimps of Joytime + special guests

(Deaf Camp Picnic LOCATED IN BASE VILLAGE LAWN)

Doors: 12pm Show ends: 9pm

Friday July 22 Jamestown Revival

Doors: 5:30pm Show ends: 8:30pm

Thursday July 28 Chali 2na

Doors: 5:30 Show ends: 8:30

Saturday Aug 6 Tartan Terrors

Doors: 5:30 Show ends 8:30

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU **MUST BE NONPROFIT**  
**AND ONE OF THE FOLLOWING** (See back for details.)

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC                              | <input type="checkbox"/> PHILANTHROPIC INSTITUTION           |
| <input type="checkbox"/> FRATERNAL         | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER    | <input type="checkbox"/> POLITICAL CANDIDATE                 |
| <input type="checkbox"/> PATRIOTIC         | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL         | <input type="checkbox"/> RELIGIOUS INSTITUTION                 |  |

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
2110 <input checked="" type="checkbox"/>	MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2170 <input type="checkbox"/>	FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

**DO NOT WRITE IN THIS SPACE**

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE  
*Aspen Camp of the Deaf & Hard of Hearing* State Sales Tax Number (Required)

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE  
 (include street, city/town and ZIP)  
*4862 SNOWMASS CREEK ROAD  
 SNOWMASS, CO 81654*

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT  
 (include street, city/town and ZIP)  
*Fanny Hill - see attached map*

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE <i>John Wilcox</i>	<i>1/5/67</i>	<i>30 Woodledge Road Needham, MA 02492</i>	<i>781-363-0679 (text)</i>
5. EVENT MANAGER <i>Lesia Thomas</i>	<i>6/4/62</i>	<i>4862 Snowmass Creek Rd Snowmass, CO 81654</i>	

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?  
 NO  YES HOW MANY DAYS? \_\_\_\_\_

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?  
 NO  YES TO WHOM? \_\_\_\_\_

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?  Yes  No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
Hours From	Hours From	Hours From	Hours From	Hours From
<i>7/1/2016</i>				
From <i>5:00 PM</i>	From	From	From	From
To <i>10:00 PM</i>	To	To	To	To

**OATH OF APPLICANT**

*I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.*

SIGNATURE <i>Lesia Thomas</i>	TITLE <i>Executive Director</i>	DATE <i>4/1/16</i>
----------------------------------	------------------------------------	-----------------------

**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.  
**THEREFORE, THIS APPLICATION IS APPROVED.**

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

**LIABILITY INFORMATION**

License Account Number	Liability Date	State	TOTAL
			-750 (999) \$

(Instructions on Reverse Side)

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO  
CERTIFICATE OF REGISTRATION

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**ASPEN CAMP OF THE DEAF AND HARD OF HEARING**

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of 20033003953.

The status of its registration is **GOOD**, and this status has been in effect since 09/21/2015.

The organization's registration is or was due to be renewed by 06/15/2016.

Registrations in good or delinquent status remain valid until the registration becomes suspended or revoked. An organization whose registration has been suspended is prohibited by law from soliciting contributions, providing consulting services in connection with a solicitation campaign, or conducting a solicitation campaign in Colorado.

This certificate reflects facts established or disclosed by documents delivered to this office electronically through 04/03/2016.

**IN TESTIMONY WHEREOF** I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 04-03-2016 13:05:44



A handwritten signature in cursive script that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective.*



## TEMPORARY LICENSE AND ACCESS AGREEMENT

This Temporary License and Access Agreement (this "**Agreement**") is made and entered into as of the 24 day of February, 2016, by and between SILVERTREE PROPCO, L.L.C., a Delaware limited liability company ("**Owner**"), and ASPEN CAMP OF THE DEAF AND HARD OF HEARING, INC., DBA ASPEN CAMP SPICES, a Colorado non-profit corporation (the "**ADC**").

This Agreement is made with reference to and in reliance upon the following facts:

A. Owner is the owner of certain real property in the Town of Snowmass Village, State of Colorado, commonly known as the Westin Snowmass Resort, 100 Elbert Lane, Snowmass Village, Colorado 81615, which includes for purposes of this Agreement a portion of the Snowmass Village Mall consisting of pedestrian walkways and common areas surrounding the retail businesses at the mall level of the Westin Snowmass Resort (the "**Property**").

B. The ADC ("**Licensee**") intends to hold certain "Special Events" (as defined in Section 2 below), and desires to use the Property for purposes of ingress and egress to and from the Special Events.

C. Owner is willing to grant a license to Licensee, for the purposes stated in this Agreement, on the terms and subject to the conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of License. From and after the date hereof, Owner hereby grants to Licensee (and Licensee's agents, guests and invitees) the non-exclusive right and license (the "**License**") to enter upon the surface of the Property, for the purposes described in Section 2 below; provided, however, that in conducting all such activities, Licensee shall comply with all laws and regulations applicable to such use of the Property or such activities, and shall obtain and maintain the insurance described in Section 3 of this Agreement. The use of the License shall be limited in duration to two hours prior and one hour after the times of actual Special Events on the dates listed.

1.1 Owner and its contractors, subcontractors, agents, guests and invitees shall have the right to use and occupy the Property for any purpose not inconsistent with the License rights hereby granted.

1.2 This Agreement is personal to Owner and Licensee and shall not run with title to the Property.

2. Licensee's Activities. Licensee is engaging in non-profit activities on property controlled by the Town of Snowmass Village, a home rule municipality ("**Town**"), and potentially including the Fanny Hill ski slope and Town public rights-of-ways, for which access to and from the Special Events is necessary and permitted under this License. The "Free Concerts" to be held on June 11, 23, 30 July 1, 2, 14, 22, 28 Aug 6, 11, 2016, will consist of activities, including, but not limited to, live music and shall constitute the allowed special events

(the "Special Events"). Licensee does anticipate serving alcoholic beverages at the Special Event and Owner grants permission to do so provided Licensee obtains liquor license permit(s) from the Town and/or the State of Colorado for serving alcohol at the Special Events, and further provided Licensee shall have the sole and exclusive obligation of obtaining such permit(s), complying with the terms of such permit(s), indemnifying the Owner, and providing insurance as provided below.

3. Insurance and Indemnity. Licensee covenants and agrees to maintain throughout the term of this Agreement, to obtain and maintain, in full force and effect, liability insurance, including liquor liability and 'dram shop' liability, in an amount not less than \$1 million per occurrence and \$2 million aggregate naming Owner and any of Owner's lender U.S. Bank National Association, as additional insureds. Proof of insurance will be provided to the Owner prior to the Special Event, as well as any other documents or certificates as may reasonably be required by Owner or its lenders. Licensee will save, indemnify, and hold Owner and any of Owner's lenders harmless from and against any claims, demands, losses, liabilities, actions, and causes of action, including reasonable attorneys' fees and costs incurred by Owner and any of Owner's lenders that are related to or arise from personal injury or property damage arising out of the use of the Property.

4. Liens. Licensee shall promptly, but in an event not later than forty-five (45) days after the filing thereof, remove of record any liens filed by any contractor, subcontractor, or materialman in connection with the activities contemplated under this Agreement.

5. Term. This Agreement shall commence upon the full execution and delivery care of by all parties hereto, and will terminate on August 12, 2016.

6. Breach, Remedies and Attorneys' Fees. In the event of any alleged breach or default under this Agreement, the party claiming the alleged breach or default will give written notice to the other party specifying the alleged breach or default. The other party shall have five (5) days within which to cure any alleged breach or default, or if the alleged breach or default is not reasonably capable of being cured within such 5-day period, the other party shall commence to cure within such 5-day period and promptly and diligently pursue completion of the cure of thereafter within no more than thirty (30) days. In the event of an uncured breach or default, and either party deems it necessary to take legal action to enforce or defend any part of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceeding, in addition to any other relief to which such party may be entitled. In any such proceeding, all parties waive their right to demand a jury. The parties agree that injunctive relief may be appropriate in the event of a breach of this Agreement and that a decree of specific performance may be granted by the court.

7. Notices. All notices and other communications hereunder shall be in writing, and shall be deemed to have been duly given when delivered in person, or on the third day after mailing, if mailed certified mail, postage prepaid and properly addressed as follows:

If to Owner: SILVERTREE PROPCO, L.L.C  
c/o Robert Geimer, Executive Vice President  
400 Galleria Parkway, Suite 1450

Atlanta, GA 30339

With Copy to: B. Joseph Krabacher  
SHERMAN & HOWARD, L.L.C  
730 East Durant Avenue, Suite 200  
Aspen, CO 81611

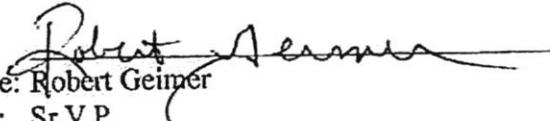
If to Licensee: ASPEN CAMP OF THE DEAF AND HARD OF HEARING, INC.  
c/o Lesa Thomas  
4862 Snowmass Creek Road  
Snowmass CO 81654

8. Miscellaneous. The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement shall not be recorded in the real estate records of the Clerk and Recorder of Pitkin County, Colorado. This Agreement shall be construed in connection with the laws of the State of Colorado. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provisions. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement executed by each of the parties hereto. The Section captions and headings used in this Agreement are inserted herein for convenience of reference only and shall not be deemed to define, limit or construe the provisions hereof. This Agreement may be executed in one or more counterparts, each of which, for all purposes, shall be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument. Signatures hereto may be evidenced by facsimile transmission, the same of which shall be treated as originals.

[Remainder of this page is intentionally blank – signatures appear on following pages]

IN WITNESS WHEREOF, the parties have executed this Temporary Access and License Agreement to be effective as of the date first set forth above.

SILVERTREE PROPCO, L.L.C.,  
A Delaware limited liability company

By:   
Name: Robert Geimer  
Title: Sr.V.P.

[Remainder of this page is intentionally blank – signature appears on following page]

IN WITNESS WHEREOF, the parties have executed this Temporary Access and License Agreement to be effective as of the date first set forth above.

ASPEN CAMP OF THE DEAF AND HARD OF HEARING, INC.

By: *Lesa Thomas*  
Name: Lesa Thomas  
Title: *Executive Director*

## **Details and Documents:**

### **Event Summary:** Attachments:

Exhibit A-Application/Operations Plan

Exhibit B-Event Site Map/Concert Schedule

### Details and Documents:

Event Summary: Snowmass Free Concert Summer Series will begin 6/25 and run throughout the summer on assorted dates. Expected attendance is appx 1500-3000 each evening.

PLEASE NOTE the ADDITIONAL SHOWS AND EVENINGS WILL HAVE A LATER End

Snowmass Tourism will facilitate and staff the above mentioned duties

Snowmass Tourism will contract many vendors familiar with event including Luis Mendoza w/ Lamas events and Alchemy Concert Systems.

In addition we plan to hire Aspen Event Security (Meeker) to provide site security. We will coordinate number of security personnel needed in conjunction w/ AES and TOSV PD based on expected attendance and information from previous years events.

Event is free to the public.

Amplified music each evening on Fanny Hill stage.

Site Plan (and maps): Site plan for 2015 will follow closely prior years. Fanny Hill stage will be utilized for entertainment with fenced area for audience. For Base Village concert, security will monitor area and a CCA will be pulled by Base Village. Please refer to Base Village for all liquor related questions for Lawn concerts and the Aspen Camp liquor permit for any alcohol related questions on Fanny Hill.

### Communication Plan: Staff Contact List:

Dave Elkan-Event Director 303-522-0302

Luis Mendoza-Site Manager 970-618-9280

Alchemy Concert Systems-staging, sound, lighting-970-927-0515

Additional Staff TBD

In emergency situations festival staff can communicate directly with emergency personnel via cell phone.

Snowmass Tourism will coordinate with TOSV Public Works prior to event to post parking signage in Village (Rodeo Lots, Numbered Lots, etc).

Security Plan: Snowmass Tourism is planning to contract Aspen Event Services to head up security. Randall Meeker will act a primary contact.

Exact numbers of security personnel TBD. Snowmass Tourism will coordinate closely with AES and TOSV PD to determine exact numbers and positions, but will include: entrance/exit, backstage access, rovers,

perimeter and any other positions deemed necessary by TWP, TOSV PD & AES .

Snowmass Tourism will, of course, continue to build upon our strong relationship w/ TOSV PD, and determine where/when public law enforcement may be needed.

Medical Plan: Snowmass Tourism will use 911 to summon emergency services.

Emergency checkpoint will move back to Elbert Lane, however, this can be discussed with SWFPD and TOSV PD to determine best staging area.

Security Contact for public safety officials will be Randall Meeker (or AES appointed captain).

Expected attendance is between 1500-3000 for all events

Egress will change for many of the events. Please review closely ALL ADJUSTED START AND END TIMES. Primary egress will be thru Village Mall to RFTA & Village Shuttle stops and to numbered lots.

There will be no divergence from a plan that is approved by the SWFPD & TOSV Police.

This plan will include:

- Establish and maintain fire/emergency access lanes to grounds, backstage, vendor/concession areas.
- All entrances and exits marked on site plan.
- All structure will have flameproof certifications and will meet uniform fire code.
- Fire extinguishers will be provided for structures as per code.
- Paramedics/EMTs on site for festival operating hours.
- Snowmass Tourism will schedule a site walk thru with SWFPD & TOSV Police prior to event.
- Any deviations will be approved by SWFPD and TOSV Police.

Public Address will be from Fanny Hill Stage and provide information and direction in case of emergencies.

Event will go on rain or shine.

Transportation/Traffic Plan: Snowmass Tourism will be promoting the use of public transportation to the event as parking around Snowmass Mall will be extremely limited. Attendees will be encouraged to utilize RFTA & TOSV Shuttles to attend event. Promoted parking will be in Base Village garage, Rodeo Lot and Intercept Lot.

Snowmass Tourism will coordinate with RFTA and TOSV shuttles to determine what additional services will be required to accommodate expected crowds for arrival and egress.

Parking Plan: Use of public transit ( RFTA & Snowmass Village Shuttles) will be highly encouraged and promoted as favored transport to event.

Numbered parking lots in village will be primary parking for lodge guests. Additional spaces avail for free summer parking.

Base Village Parking Garage-Avail parking for event days. Normal rates would apply. Transport to festival via "Skittles" Snowmass Tourism will communicate with both garage and gondola operators on expected attendance, operating hrs etc

Rodeo/Town Park Lot-Avail parking event days. Dirt lot behind Rodeo arena will be used as overflow from rec center lot. Transport to event via Village Shuttles. Again, Snowmass Tourism will be in communication with Police, Village Shuttle, rodeo operators etc throughout planning and event days.

Intercept Lot-Avail parking event days. Transport to event via RFTA buses.

Parking signage will be coordinated between TOSV Public Works and Snowmass Tourism.

Sanitation/Recycling Plan: Snowmass Tourism will be coordinating with Luis Mendoza @ Lamas events for site management. This company has been hired in this capacity for this event for several years and is well acquainted with the event. They will perform daily site sweep as well as oversee all production entities to ensure they maintain their spaces in accordance to event & wildlife standards.

The equivalent of 16 portable toilets will be brought on site for event attendees. All toilets, hand washing stations etc will be serviced prior to the event the following week.

Potable water will be provided to festival attendees.

Accessibility Plan: Clear path of travel around venue- ADA accessible.

ADA toilets available on site.

ADA parking available at each festival parking location. All RFTA & TOSV Shuttles are ADA accessible. Through egress each night, the area surrounding the site will be appropriately lit in order to avoid confusion and mishap.

Alcohol Permit & License: Snowmass Tourism is not involved with any component of the liquor permit. Please see Aspen Deaf Camp permit filed with the Town Clerk. FOR THE DEAF CAMP BENEFIT, please note that a CCA is being pulled and to refer to that license.

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Parks/Open Space Permit: NA

Reviewed and accepted: NO

Sales Tax & Bus. License: All appropriate permits will be secured in a timely fashion.

Reviewed and accepted: NO

Miscellaneous Permits: Walk thru & inspections will be conducted with all appropriate TOSV and Pitkin

County Depts-as needed.

Public Notification: Snowmass Tourism will work with TOSV Police and Public Works to execute.

Liability Insurance: Insurance Certificate naming TOSV as additional insured will be sent prior to event.

There are no agencies currently assigned to approve this event.

SCHEDULE (all times are PM):

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Doors: 5:30 Show ends: 8:30

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(Deaf Camp Picnic LOCATED IN BASE VILLAGE LAWN)

Doors: 12pm Show ends: 9pm

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Thursday July 28 Chali 2na

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Saturday Aug 6 Tartan Terrors

Doors: 5:30 Show ends 8:30

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

**IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT  
 AND ONE OF THE FOLLOWING (See back for details.)**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC                              | <input type="checkbox"/> PHILANTHROPIC INSTITUTION           |
| <input type="checkbox"/> FRATERNAL         | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER    | <input type="checkbox"/> POLITICAL CANDIDATE                 |
| <input type="checkbox"/> PATRIOTIC         | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL         | <input type="checkbox"/> RELIGIOUS INSTITUTION                 |  |

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2170 <input type="checkbox"/>	FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

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LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE  
*Aspen Camp of the Deaf & Hard of Hearing* State Sales Tax Number (Required)

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE  
 (include street, city/town and ZIP)  
*4862 SNOWMASS CREEK ROAD  
 SNOWMASS, CO 81654*

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT  
 (include street, city/town and ZIP)  
*Fanny Hill - see attached map*

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE <i>John Wilcox</i>	<i>1/5/67</i>	<i>30 Woodledge Road Needham, MA 02492</i>	<i>781-363-0679 (text)</i>
5. EVENT MANAGER <i>Lesia Thomas</i>	<i>6/4/62</i>	<i>4862 Snowmass Creek Rd Snowmass, CO 81654</i>	
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____		7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?  Yes  No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To
<i>7/2/2016</i> 5:00 PM To 11:00 PM			

**OATH OF APPLICANT**

*I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.*

SIGNATURE <i>Lesia Thomas</i>	TITLE <i>Executive Director</i>	DATE <i>4/4/16</i>
----------------------------------	------------------------------------	-----------------------

**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$

(Instructions on Reverse Side)

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO  
CERTIFICATE OF REGISTRATION

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**ASPEN CAMP OF THE DEAF AND HARD OF HEARING**

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of 20033003953.

The status of its registration is **GOOD**, and this status has been in effect since 09/21/2015.

The organization's registration is or was due to be renewed by 06/15/2016.

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This certificate reflects facts established or disclosed by documents delivered to this office electronically through 04/03/2016.

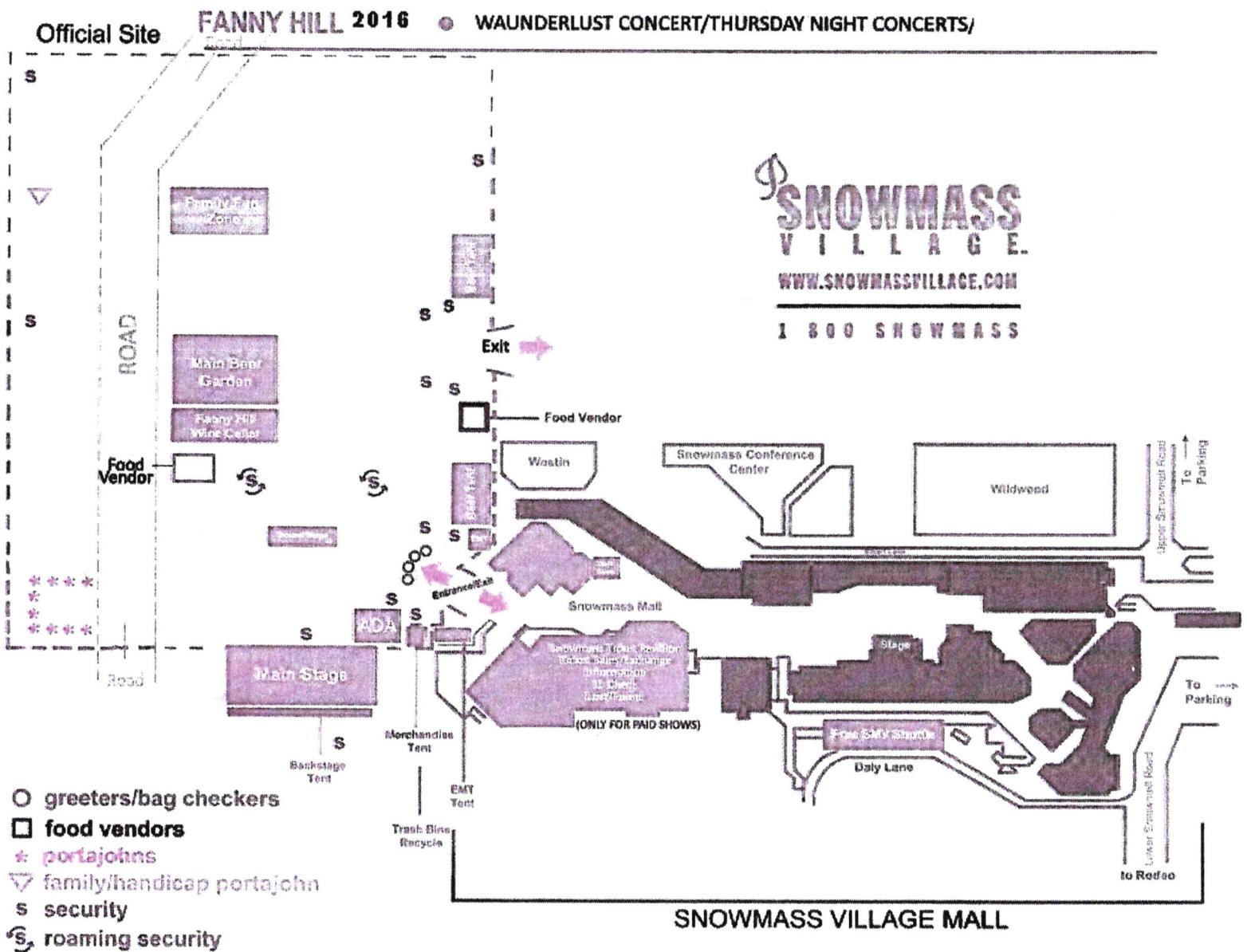
**IN TESTIMONY WHEREOF** I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 04-03-2016 13:05:44



A handwritten signature in cursive script that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective.*



**Exhibit B-Event Site Map**

## TEMPORARY LICENSE AND ACCESS AGREEMENT

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This Agreement is made with reference to and in reliance upon the following facts:

A. Owner is the owner of certain real property in the Town of Snowmass Village, State of Colorado, commonly known as the Westin Snowmass Resort, 100 Elbert Lane, Snowmass Village, Colorado 81615, which includes for purposes of this Agreement a portion of the Snowmass Village Mall consisting of pedestrian walkways and common areas surrounding the retail businesses at the mall level of the Westin Snowmass Resort (the "**Property**").

B. The ADC ("**Licensee**") intends to hold certain "Special Events" (as defined in Section 2 below), and desires to use the Property for purposes of ingress and egress to and from the Special Events.

C. Owner is willing to grant a license to Licensee, for the purposes stated in this Agreement, on the terms and subject to the conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of License. From and after the date hereof, Owner hereby grants to Licensee (and Licensee's agents, guests and invitees) the non-exclusive right and license (the "**License**") to enter upon the surface of the Property, for the purposes described in Section 2 below; provided, however, that in conducting all such activities, Licensee shall comply with all laws and regulations applicable to such use of the Property or such activities, and shall obtain and maintain the insurance described in Section 3 of this Agreement. The use of the License shall be limited in duration to two hours prior and one hour after the times of actual Special Events on the dates listed.

1.1 Owner and its contractors, subcontractors, agents, guests and invitees shall have the right to use and occupy the Property for any purpose not inconsistent with the License rights hereby granted.

1.2 This Agreement is personal to Owner and Licensee and shall not run with title to the Property.

2. Licensee's Activities. Licensee is engaging in non-profit activities on property controlled by the Town of Snowmass Village, a home rule municipality ("**Town**"), and potentially including the Fanny Hill ski slope and Town public rights-of-ways, for which access to and from the Special Events is necessary and permitted under this License. The "Free Concerts" to be held on June 11, 23, 30 July 1, 2, 14, 22, 28 Aug 6, 11, 2016, will consist of activities, including, but not limited to, live music and shall constitute the allowed special events

(the "Special Events"). Licensee does anticipate serving alcoholic beverages at the Special Event and Owner grants permission to do so provided Licensee obtains liquor license permit(s) from the Town and/or the State of Colorado for serving alcohol at the Special Events, and further provided Licensee shall have the sole and exclusive obligation of obtaining such permit(s), complying with the terms of such permit(s), indemnifying the Owner, and providing insurance as provided below.

3. Insurance and Indemnity. Licensee covenants and agrees to maintain throughout the term of this Agreement, to obtain and maintain, in full force and effect, liability insurance, including liquor liability and 'dram shop' liability, in an amount not less than \$1 million per occurrence and \$2 million aggregate naming Owner and any of Owner's lender U.S. Bank National Association, as additional insureds. Proof of insurance will be provided to the Owner prior to the Special Event, as well as any other documents or certificates as may reasonably be required by Owner or its lenders. Licensee will save, indemnify, and hold Owner and any of Owner's lenders harmless from and against any claims, demands, losses, liabilities, actions, and causes of action, including reasonable attorneys' fees and costs incurred by Owner and any of Owner's lenders that are related to or arise from personal injury or property damage arising out of the use of the Property.

4. Liens. Licensee shall promptly, but in an event not later than forty-five (45) days after the filing thereof, remove of record any liens filed by any contractor, subcontractor, or materialman in connection with the activities contemplated under this Agreement.

5. Term. This Agreement shall commence upon the full execution and delivery care of by all parties hereto, and will terminate on August 12, 2016.

6. Breach, Remedies and Attorneys' Fees. In the event of any alleged breach or default under this Agreement, the party claiming the alleged breach or default will give written notice to the other party specifying the alleged breach or default. The other party shall have five (5) days within which to cure any alleged breach or default, or if the alleged breach or default is not reasonably capable of being cured within such 5-day period, the other party shall commence to cure within such 5-day period and promptly and diligently pursue completion of the cure of thereafter within no more than thirty (30) days. In the event of an uncured breach or default, and either party deems it necessary to take legal action to enforce or defend any part of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceeding, in addition to any other relief to which such party may be entitled. In any such proceeding, all parties waive their right to demand a jury. The parties agree that injunctive relief may be appropriate in the event of a breach of this Agreement and that a decree of specific performance may be granted by the court.

7. Notices. All notices and other communications hereunder shall be in writing, and shall be deemed to have been duly given when delivered in person, or on the third day after mailing, if mailed certified mail, postage prepaid and properly addressed as follows:

If to Owner: SILVERTREE PROPCO, L.L.C  
c/o Robert Geimer, Executive Vice President  
400 Galleria Parkway, Suite 1450

Atlanta, GA 30339

With Copy to: B. Joseph Krabacher  
SHERMAN & HOWARD, L.L.C  
730 East Durant Avenue, Suite 200  
Aspen, CO 81611

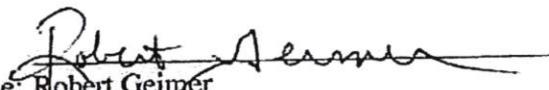
If to Licensee: ASPEN CAMP OF THE DEAF AND HARD OF HEARING, INC.  
c/o Lesa Thomas  
4862 Snowmass Creek Road  
Snowmass CO 81654

8. Miscellaneous. The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement shall not be recorded in the real estate records of the Clerk and Recorder of Pitkin County, Colorado. This Agreement shall be construed in connection with the laws of the State of Colorado. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provisions. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement executed by each of the parties hereto. The Section captions and headings used in this Agreement are inserted herein for convenience of reference only and shall not be deemed to define, limit or construe the provisions hereof. This Agreement may be executed in one or more counterparts, each of which, for all purposes, shall be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument. Signatures hereto may be evidenced by facsimile transmission, the same of which shall be treated as originals.

[Remainder of this page is intentionally blank – signatures appear on following pages]

IN WITNESS WHEREOF, the parties have executed this Temporary Access and License Agreement to be effective as of the date first set forth above.

SILVERTREE PROPCO, L.L.C.,  
A Delaware limited liability company

By:   
Name: Robert Geimer  
Title: Sr.V.P.

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ASPEN CAMP OF THE DEAF AND HARD OF HEARING, INC.

By: *Lesia Thomas*  
Name: Lesa Thomas  
Title: *Executive Director*

## **Details and Documents:**

### **Event Summary:** Attachments:

Exhibit A-Application/Operations Plan

Exhibit B-Event Site Map/Concert Schedule

### Details and Documents:

Event Summary: Snowmass Free Concert Summer Series will begin 6/25 and run throughout the summer on assorted dates. Expected attendance is appx 1500-3000 each evening.

PLEASE NOTE the ADDITIONAL SHOWS AND EVENINGS WILL HAVE A LATER End

Snowmass Tourism will facilitate and staff the above mentioned duties

Snowmass Tourism will contract many vendors familiar with event including Luis Mendoza w/ Lamas events and Alchemy Concert Systems.

In addition we plan to hire Aspen Event Security (Meeker) to provide site security. We will coordinate number of security personnel needed in conjunction w/ AES and TOSV PD based on expected attendance and information from previous years events.

Event is free to the public.

Amplified music each evening on Fanny Hill stage.

Site Plan (and maps): Site plan for 2015 will follow closely prior years. Fanny Hill stage will be utilized for entertainment with fenced area for audience. For Base Village concert, security will monitor area and a CCA will be pulled by Base Village. Please refer to Base Village for all liquor related questions for Lawn concerts and the Aspen Camp liquor permit for any alcohol related questions on Fanny Hill.

### Communication Plan: Staff Contact List:

Dave Elkan-Event Director 303-522-0302

Luis Mendoza-Site Manager 970-618-9280

Alchemy Concert Systems-staging, sound, lighting-970-927-0515

Additional Staff TBD

In emergency situations festival staff can communicate directly with emergency personnel via cell phone.

Snowmass Tourism will coordinate with TOSV Public Works prior to event to post parking signage in Village (Rodeo Lots, Numbered Lots, etc).

Security Plan: Snowmass Tourism is planning to contract Aspen Event Services to head up security. Randall Meeker will act a primary contact.

Exact numbers of security personnel TBD. Snowmass Tourism will coordinate closely with AES and TOSV PD to determine exact numbers and positions, but will include: entrance/exit, backstage access, rovers,

perimeter and any other positions deemed necessary by TWP, TOSV PD & AES .

Snowmass Tourism will, of course, continue to build upon our strong relationship w/ TOSV PD, and determine where/when public law enforcement may be needed.

Medical Plan: Snowmass Tourism will use 911 to summon emergency services.

Emergency checkpoint will move back to Elbert Lane, however, this can be discussed with SWFPD and TOSV PD to determine best staging area.

Security Contact for public safety officials will be Randall Meeker (or AES appointed captain).

Expected attendance is between 1500-3000 for all events

Egress will change for many of the events. Please review closely ALL ADJUSTED START AND END TIMES. Primary egress will be thru Village Mall to RFTA & Village Shuttle stops and to numbered lots.

There will be no divergence from a plan that is approved by the SWFPD & TOSV Police.

This plan will include:

- Establish and maintain fire/emergency access lanes to grounds, backstage, vendor/concession areas.
- All entrances and exits marked on site plan.
- All structure will have flameproof certifications and will meet uniform fire code.
- Fire extinguishers will be provided for structures as per code.
- Paramedics/EMTs on site for festival operating hours.
- Snowmass Tourism will schedule a site walk thru with SWFPD & TOSV Police prior to event.
- Any deviations will be approved by SWFPD and TOSV Police.

Public Address will be from Fanny Hill Stage and provide information and direction in case of emergencies.

Event will go on rain or shine.

Transportation/Traffic Plan: Snowmass Tourism will be promoting the use of public transportation to the event as parking around Snowmass Mall will be extremely limited. Attendees will be encouraged to utilize RFTA & TOSV Shuttles to attend event. Promoted parking will be in Base Village garage, Rodeo Lot and Intercept Lot.

Snowmass Tourism will coordinate with RFTA and TOSV shuttles to determine what additional services will be required to accommodate expected crowds for arrival and egress.

Parking Plan: Use of public transit ( RFTA & Snowmass Village Shuttles) will be highly encouraged and promoted as favored transport to event.

Numbered parking lots in village will be primary parking for lodge guests. Additional spaces avail for free summer parking.

Base Village Parking Garage-Avail parking for event days. Normal rates would apply. Transport to festival via "Skittles" Snowmass Tourism will communicate with both garage and gondola operators on expected attendance, operating hrs etc

Rodeo/Town Park Lot-Avail parking event days. Dirt lot behind Rodeo arena will be used as overflow from rec center lot. Transport to event via Village Shuttles. Again, Snowmass Tourism will be in communication with Police, Village Shuttle, rodeo operators etc throughout planning and event days.

Intercept Lot-Avail parking event days. Transport to event via RFTA buses.

Parking signage will be coordinated between TOSV Public Works and Snowmass Tourism.

Sanitation/Recycling Plan: Snowmass Tourism will be coordinating with Luis Mendoza @ Lamas events for site management. This company has been hired in this capacity for this event for several years and is well acquainted with the event. They will perform daily site sweep as well as oversee all production entities to ensure they maintain their spaces in accordance to event & wildlife standards.

The equivalent of 16 portable toilets will be brought on site for event attendees. All toilets, hand washing stations etc will be serviced prior to the event the following week.

Potable water will be provided to festival attendees.

Accessibility Plan: Clear path of travel around venue- ADA accessible.

ADA toilets available on site.

ADA parking available at each festival parking location. All RFTA & TOSV Shuttles are ADA accessible. Through egress each night, the area surrounding the site will be appropriately lit in order to avoid confusion and mishap.

Alcohol Permit & License: Snowmass Tourism is not involved with any component of the liquor permit. Please see Aspen Deaf Camp permit filed with the Town Clerk. FOR THE DEAF CAMP BENEFIT, please note that a CCA is being pulled and to refer to that license.

Food Permit: Snowmass Tourism will manage and coordinate any food & beverage vendors. All appropriate health permits and licenses and insurance will be secured by the individual vendor and provided to TWP and Pitkin Health Dept.

Parks/Open Space Permit: NA

Reviewed and accepted: NO

Sales Tax & Bus. License: All appropriate permits will be secured in a timely fashion.

Reviewed and accepted: NO

Miscellaneous Permits: Walk thru & inspections will be conducted with all appropriate TOSV and Pitkin

County Depts-as needed.

Public Notification: Snowmass Tourism will work with TOSV Police and Public Works to execute.

Liability Insurance: Insurance Certificate naming TOSV as additional insured will be sent prior to event.

There are no agencies currently assigned to approve this event.

SCHEDULE (all times are PM):

Saturday June 11 Royal Southern Broterhood  
Doors: 5:30 Show ends: 8:30

Thursday July 23 Taj Mahal Trio  
Doors: 5:30 Show ends:10pm

Thursday June 30- Steel Pulse + guests  
Doors: 5:30pm Show ends: 10pm

Friday July 1-Karsh Kale + guests  
Doors: 6pm Show ends: 10pm

Saturday July 2- Xavier Rudd + guests  
Doors: 5:30pm Show ends: 10:50pm (PLEASE SEE ADDENDUM IN DOWNLOADS)

Thursday July 14 Leftover Cuties  
Doors: 5:30 Show ends: 8:30

Saturday July 16 Pimps of Joytime + special guests  
(Deaf Camp Picnic LOCATED IN BASE VILLAGE LAWN)  
Doors: 12pm Show ends: 9pm

Friday July 22 Jamestown Revival  
Doors: 5:30pm Show ends: 8:30pm

Thursday July 28 Chali 2na  
Doors: 5:30 Show ends: 8:30

Saturday Aug 6 Tartan Terrors  
Doors: 5:30 Show ends 8:30

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU **MUST BE NONPROFIT**

**AND ONE OF THE FOLLOWING (See back for details.)**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC                              | <input type="checkbox"/> PHILANTHROPIC INSTITUTION           |
| <input type="checkbox"/> FRATERNAL         | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER    | <input type="checkbox"/> POLITICAL CANDIDATE                 |
| <input type="checkbox"/> PATRIOTIC         | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL         | <input type="checkbox"/> RELIGIOUS INSTITUTION                 |  |

<b>LIAB</b>	<b>TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:</b>
2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR	\$25.00 PER DAY
2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer)	\$10.00 PER DAY

<b>DO NOT WRITE IN THIS SPACE</b>
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <i>Aspen Camp of the Deaf &amp; Hard of Hearing</i>	State Sales Tax Number (Required)
---	-----------------------------------

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) <i>4862 SNOWMASS CREEK ROAD SNOWMASS, CO 81654</i>	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) <i>Fanny Hill - see attached map</i>
--	--

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE <i>John Wilcox</i>	<i>1/5/67</i>	<i>30 Woodledge Road Needham, MA 02492</i>	<i>781-363-0679 (text)</i>
5. EVENT MANAGER <i>Lesla Thomas</i>	<i>6/4/62</i>	<i>4862 Snowmass Creek Rd Snowmass, CO 81654</i>	

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
---	--

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?  Yes  No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To	Hours From To
<i>7/14/2016</i>				
<i>5:00 PM</i>				
<i>10:00 PM</i>				
<i>10:00 PM</i>				

**OATH OF APPLICANT**

*I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.*

SIGNATURE <i>Lesla Thomas</i>	TITLE <i>Executive Director</i>	DATE <i>4/4/16</i>
----------------------------------	------------------------------------	-----------------------

**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$

(Instructions on Reverse Size)

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO  
CERTIFICATE OF REGISTRATION

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**ASPEN CAMP OF THE DEAF AND HARD OF HEARING**

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of 20033003953.

The status of its registration is **GOOD**, and this status has been in effect since 09/21/2015.

The organization's registration is or was due to be renewed by 06/15/2016.

Registrations in good or delinquent status remain valid until the registration becomes suspended or revoked. An organization whose registration has been suspended is prohibited by law from soliciting contributions, providing consulting services in connection with a solicitation campaign, or conducting a solicitation campaign in Colorado.

This certificate reflects facts established or disclosed by documents delivered to this office electronically through 04/03/2016.

**IN TESTIMONY WHEREOF** I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 04-03-2016 13:05:44



A handwritten signature in cursive script that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective.*



## TEMPORARY LICENSE AND ACCESS AGREEMENT

This Temporary License and Access Agreement (this "**Agreement**") is made and entered into as of the 24 day of February, 2016, by and between SILVERTREE PROPCO, L.L.C., a Delaware limited liability company ("**Owner**"), and ASPEN CAMP OF THE DEAF AND HARD OF HEARING, INC., DBA ASPEN CAMP SPICES, a Colorado non-profit corporation (the "**ADC**").

This Agreement is made with reference to and in reliance upon the following facts:

A. Owner is the owner of certain real property in the Town of Snowmass Village, State of Colorado, commonly known as the Westin Snowmass Resort, 100 Elbert Lane, Snowmass Village, Colorado 81615, which includes for purposes of this Agreement a portion of the Snowmass Village Mall consisting of pedestrian walkways and common areas surrounding the retail businesses at the mall level of the Westin Snowmass Resort (the "**Property**").

B. The ADC ("**Licensee**") intends to hold certain "Special Events" (as defined in Section 2 below), and desires to use the Property for purposes of ingress and egress to and from the Special Events.

C. Owner is willing to grant a license to Licensee, for the purposes stated in this Agreement, on the terms and subject to the conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of License. From and after the date hereof, Owner hereby grants to Licensee (and Licensee's agents, guests and invitees) the non-exclusive right and license (the "**License**") to enter upon the surface of the Property, for the purposes described in Section 2 below; provided, however, that in conducting all such activities, Licensee shall comply with all laws and regulations applicable to such use of the Property or such activities, and shall obtain and maintain the insurance described in Section 3 of this Agreement. The use of the License shall be limited in duration to two hours prior and one hour after the times of actual Special Events on the dates listed.

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Atlanta, GA 30339

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Aspen, CO 81611

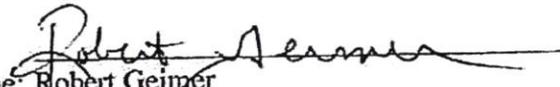
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Title: Sr.V.P.

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By: *Lesia Thomas*  
Name: Lesa Thomas  
Title: *Executive Director*

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perimeter and any other positions deemed necessary by TWP, TOSV PD & AES .

Snowmass Tourism will, of course, continue to build upon our strong relationship w/ TOSV PD, and determine where/when public law enforcement may be needed.

Medical Plan: Snowmass Tourism will use 911 to summon emergency services.

Emergency checkpoint will move back to Elbert Lane, however, this can be discussed with SWFPD and TOSV PD to determine best staging area.

Security Contact for public safety officials will be Randall Meeker (or AES appointed captain).

Expected attendance is between 1500-3000 for all events

Egress will change for many of the events. Please review closely ALL ADJUSTED START AND END TIMES. Primary egress will be thru Village Mall to RFTA & Village Shuttle stops and to numbered lots.

There will be no divergence from a plan that is approved by the SWFPD & TOSV Police.

This plan will include:

- Establish and maintain fire/emergency access lanes to grounds, backstage, vendor/concession areas.
- All entrances and exits marked on site plan.
- All structure will have flameproof certifications and will meet uniform fire code.
- Fire extinguishers will be provided for structures as per code.
- Paramedics/EMTs on site for festival operating hours.
- Snowmass Tourism will schedule a site walk thru with SWFPD & TOSV Police prior to event.
- Any deviations will be approved by SWFPD and TOSV Police.

Public Address will be from Fanny Hill Stage and provide information and direction in case of emergencies.

Event will go on rain or shine.

Transportation/Traffic Plan: Snowmass Tourism will be promoting the use of public transportation to the event as parking around Snowmass Mall will be extremely limited. Attendees will be encouraged to utilize RFTA & TOSV Shuttles to attend event. Promoted parking will be in Base Village garage, Rodeo Lot and Intercept Lot.

Snowmass Tourism will coordinate with RFTA and TOSV shuttles to determine what additional services will be required to accommodate expected crowds for arrival and egress.

Parking Plan: Use of public transit ( RFTA & Snowmass Village Shuttles) will be highly encouraged and promoted as favored transport to event.

Numbered parking lots in village will be primary parking for lodge guests. Additional spaces avail for free summer parking.

Base Village Parking Garage-Avail parking for event days. Normal rates would apply. Transport to festival via "Skittles" Snowmass Tourism will communicate with both garage and gondola operators on expected attendance, operating hrs etc

Rodeo/Town Park Lot-Avail parking event days. Dirt lot behind Rodeo arena will be used as overflow from rec center lot. Transport to event via Village Shuttles. Again, Snowmass Tourism will be in communication with Police, Village Shuttle, rodeo operators etc throughout planning and event days.

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Parking signage will be coordinated between TOSV Public Works and Snowmass Tourism.

Sanitation/Recycling Plan: Snowmass Tourism will be coordinating with Luis Mendoza @ Lamas events for site management. This company has been hired in this capacity for this event for several years and is well acquainted with the event. They will perform daily site sweep as well as oversee all production entities to ensure they maintain their spaces in accordance to event & wildlife standards.

The equivalent of 16 portable toilets will be brought on site for event attendees. All toilets, hand washing stations etc will be serviced prior to the event the following week.

Potable water will be provided to festival attendees.

Accessibility Plan: Clear path of travel around venue- ADA accessible.

ADA toilets available on site.

ADA parking available at each festival parking location. All RFTA & TOSV Shuttles are ADA accessible. Through egress each night, the area surrounding the site will be appropriately lit in order to avoid confusion and mishap.

Alcohol Permit & License: Snowmass Tourism is not involved with any component of the liquor permit. Please see Aspen Deaf Camp permit filed with the Town Clerk. FOR THE DEAF CAMP BENEFIT, please note that a CCA is being pulled and to refer to that license.

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Parks/Open Space Permit: NA

Reviewed and accepted: NO

Sales Tax & Bus. License: All appropriate permits will be secured in a timely fashion.

Reviewed and accepted: NO

Miscellaneous Permits: Walk thru & inspections will be conducted with all appropriate TOSV and Pitkin

County Depts-as needed.

Public Notification: Snowmass Tourism will work with TOSV Police and Public Works to execute.

Liability Insurance: Insurance Certificate naming TOSV as additional insured will be sent prior to event.

There are no agencies currently assigned to approve this event.

SCHEDULE (all times are PM):

Saturday June 11 Royal Southern Broterhood  
Doors: 5:30 Show ends: 8:30

Thursday July 23 Taj Mahal Trio  
Doors: 5:30 Show ends:10pm

Thursday June 30- Steel Pulse + guests  
Doors: 5:30pm Show ends: 10pm

Friday July 1-Karsh Kale + guests  
Doors: 6pm Show ends: 10pm

Saturday July 2- Xavier Rudd + guests  
Doors: 5:30pm Show ends: 10:50pm (PLEASE SEE ADDENDUM IN DOWNLOADS)

Thursday July 14 Leftover Cuties  
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Saturday July 16 Pimps of Joytime + special guests  
(Deaf Camp Picnic LOCATED IN BASE VILLAGE LAWN)  
Doors: 12pm Show ends: 9pm

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Thursday July 28 Chali 2na  
Doors: 5:30 Show ends: 8:30

Saturday Aug 6 Tartan Terrors  
Doors: 5:30 Show ends 8:30

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU **MUST BE NONPROFIT**  
**AND ONE OF THE FOLLOWING** (See back for details.)

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC                              | <input type="checkbox"/> PHILANTHROPIC INSTITUTION           |
| <input type="checkbox"/> FRATERNAL         | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER    | <input type="checkbox"/> POLITICAL CANDIDATE                 |
| <input type="checkbox"/> PATRIOTIC         | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL         | <input type="checkbox"/> RELIGIOUS INSTITUTION                 |  |

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
2110 <input checked="" type="checkbox"/>	MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2170 <input type="checkbox"/>	FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

**DO NOT WRITE IN THIS SPACE**

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE State Sales Tax Number (Required)  
*Aspen Camp of the Deaf & Hard of Hearing*

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE  
 (include street, city/town and ZIP)  
*4862 SNOWMASS CREEK ROAD  
 SNOWMASS, CO 81654*

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT  
 (include street, city/town and ZIP)  
*Fanny Hill - see Attached map*

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE <i>John Wilcox</i>	<i>1/5/67</i>	<i>30 Woodledge Road Needham, MA 02492</i>	<i>781-363-0677 (text)</i>
5. EVENT MANAGER <i>Lesia Thomas</i>	<i>6/4/62</i>	<i>4862 Snowmass Creek Rd Snowmass, CO 81654</i>	

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?  
 NO  YES HOW MANY DAYS? \_\_\_\_\_

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?  
 NO  YES TO WHOM? \_\_\_\_\_

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?  Yes  No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
Hours From	Hours From	Hours From	Hours From	Hours From
To	To	To	To	To
<i>7/22/2016</i>				
<i>6:30 PM</i>				
<i>9:30 PM</i>				

**OATH OF APPLICANT**

*I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.*

SIGNATURE <i>Lesia Thomas</i>	TITLE <i>Executive Director</i>	DATE <i>7/14/16</i>
----------------------------------	------------------------------------	------------------------

**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$

(Instructions on Reverse Size)

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO  
CERTIFICATE OF REGISTRATION

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**ASPEN CAMP OF THE DEAF AND HARD OF HEARING**

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of 20033003953.

The status of its registration is **GOOD**, and this status has been in effect since 09/21/2015.

The organization's registration is or was due to be renewed by 06/15/2016.

Registrations in good or delinquent status remain valid until the registration becomes suspended or revoked. An organization whose registration has been suspended is prohibited by law from soliciting contributions, providing consulting services in connection with a solicitation campaign, or conducting a solicitation campaign in Colorado.

This certificate reflects facts established or disclosed by documents delivered to this office electronically through 04/03/2016.

**IN TESTIMONY WHEREOF** I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 04-03-2016 13:05:44



A handwritten signature in cursive script that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective.*

Official Site

FANNY HILL 2016

● WAUNDERLUST CONCERT/THURSDAY NIGHT CONCERTS/

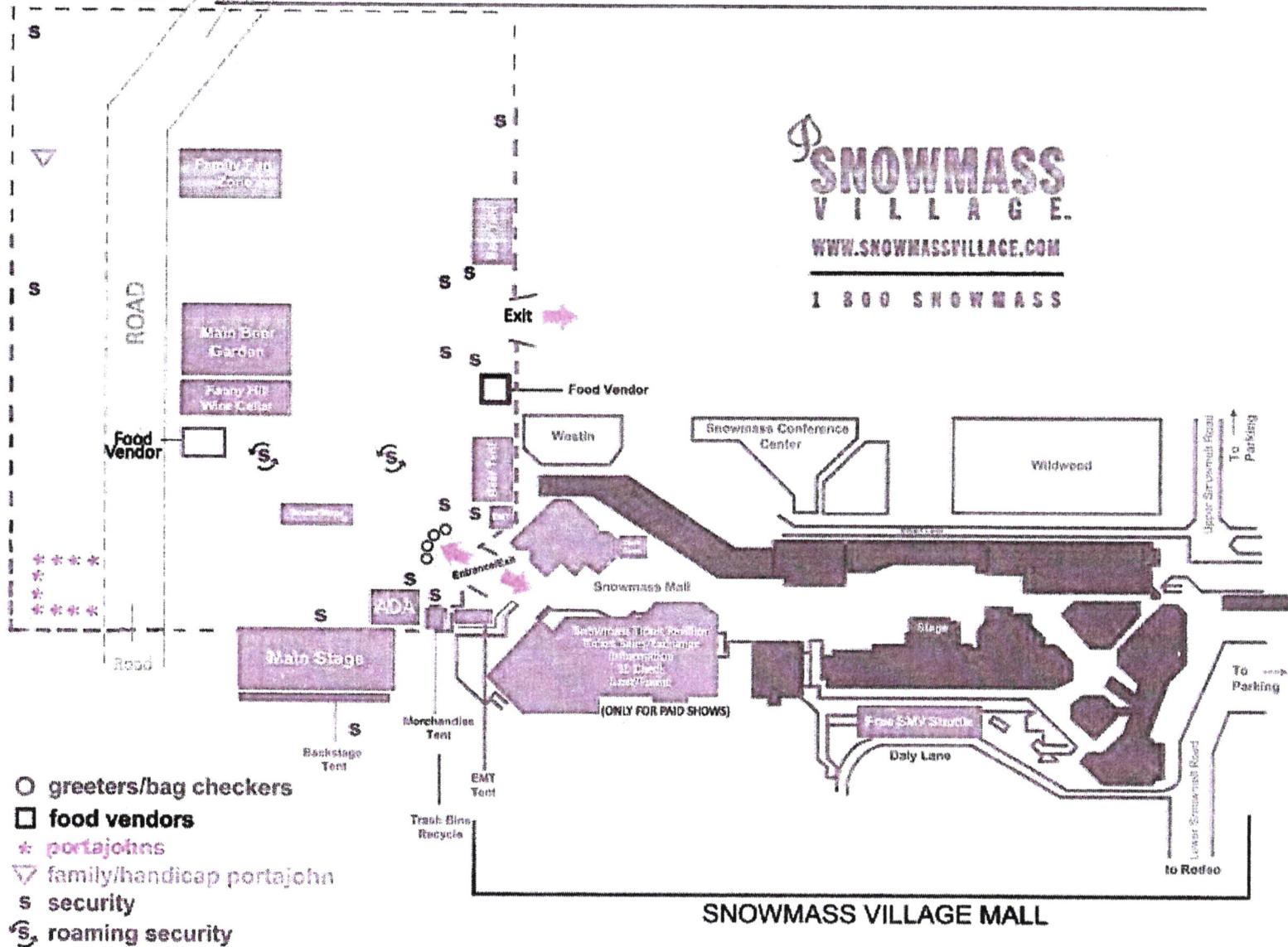


Exhibit B-Event Site Map

## TEMPORARY LICENSE AND ACCESS AGREEMENT

This Temporary License and Access Agreement (this "**Agreement**") is made and entered into as of the 24 day of February, 2016, by and between SILVERTREE PROPCO, L.L.C., a Delaware limited liability company ("**Owner**"), and ASPEN CAMP OF THE DEAF AND HARD OF HEARING, INC., DBA ASPEN CAMP SPICES, a Colorado non-profit corporation (the "**ADC**").

This Agreement is made with reference to and in reliance upon the following facts:

A. Owner is the owner of certain real property in the Town of Snowmass Village, State of Colorado, commonly known as the Westin Snowmass Resort, 100 Elbert Lane, Snowmass Village, Colorado 81615, which includes for purposes of this Agreement a portion of the Snowmass Village Mall consisting of pedestrian walkways and common areas surrounding the retail businesses at the mall level of the Westin Snowmass Resort (the "**Property**").

B. The ADC ("**Licensee**") intends to hold certain "Special Events" (as defined in Section 2 below), and desires to use the Property for purposes of ingress and egress to and from the Special Events.

C. Owner is willing to grant a license to Licensee, for the purposes stated in this Agreement, on the terms and subject to the conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of License. From and after the date hereof, Owner hereby grants to Licensee (and Licensee's agents, guests and invitees) the non-exclusive right and license (the "**License**") to enter upon the surface of the Property, for the purposes described in Section 2 below; provided, however, that in conducting all such activities, Licensee shall comply with all laws and regulations applicable to such use of the Property or such activities, and shall obtain and maintain the insurance described in Section 3 of this Agreement. The use of the License shall be limited in duration to two hours prior and one hour after the times of actual Special Events on the dates listed.

1.1 Owner and its contractors, subcontractors, agents, guests and invitees shall have the right to use and occupy the Property for any purpose not inconsistent with the License rights hereby granted.

1.2 This Agreement is personal to Owner and Licensee and shall not run with title to the Property.

2. Licensee's Activities. Licensee is engaging in non-profit activities on property controlled by the Town of Snowmass Village, a home rule municipality ("**Town**"), and potentially including the Fanny Hill ski slope and Town public rights-of-ways, for which access to and from the Special Events is necessary and permitted under this License. The "Free Concerts" to be held on June 11, 23, 30 July 1, 2, 14, 22, 28 Aug 6, 11, 2016, will consist of activities, including, but not limited to, live music and shall constitute the allowed special events

(the "Special Events"). Licensee does anticipate serving alcoholic beverages at the Special Event and Owner grants permission to do so provided Licensee obtains liquor license permit(s) from the Town and/or the State of Colorado for serving alcohol at the Special Events, and further provided Licensee shall have the sole and exclusive obligation of obtaining such permit(s), complying with the terms of such permit(s), indemnifying the Owner, and providing insurance as provided below.

3. Insurance and Indemnity. Licensee covenants and agrees to maintain throughout the term of this Agreement, to obtain and maintain, in full force and effect, liability insurance, including liquor liability and 'dram shop' liability, in an amount not less than \$1 million per occurrence and \$2 million aggregate naming Owner and any of Owner's lender U.S. Bank National Association, as additional insureds. Proof of insurance will be provided to the Owner prior to the Special Event, as well as any other documents or certificates as may reasonably be required by Owner or its lenders. Licensee will save, indemnify, and hold Owner and any of Owner's lenders harmless from and against any claims, demands, losses, liabilities, actions, and causes of action, including reasonable attorneys' fees and costs incurred by Owner and any of Owner's lenders that are related to or arise from personal injury or property damage arising out of the use of the Property.

4. Liens. Licensee shall promptly, but in an event not later than forty-five (45) days after the filing thereof, remove of record any liens filed by any contractor, subcontractor, or materialman in connection with the activities contemplated under this Agreement.

5. Term. This Agreement shall commence upon the full execution and delivery care of by all parties hereto, and will terminate on August 12, 2016.

6. Breach, Remedies and Attorneys' Fees. In the event of any alleged breach or default under this Agreement, the party claiming the alleged breach or default will give written notice to the other party specifying the alleged breach or default. The other party shall have five (5) days within which to cure any alleged breach or default, or if the alleged breach or default is not reasonably capable of being cured within such 5-day period, the other party shall commence to cure within such 5-day period and promptly and diligently pursue completion of the cure of thereafter within no more than thirty (30) days. In the event of an uncured breach or default, and either party deems it necessary to take legal action to enforce or defend any part of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceeding, in addition to any other relief to which such party may be entitled. In any such proceeding, all parties waive their right to demand a jury. The parties agree that injunctive relief may be appropriate in the event of a breach of this Agreement and that a decree of specific performance may be granted by the court.

7. Notices. All notices and other communications hereunder shall be in writing, and shall be deemed to have been duly given when delivered in person, or on the third day after mailing, if mailed certified mail, postage prepaid and properly addressed as follows:

If to Owner: SILVERTREE PROPCO, L.L.C  
c/o Robert Geimer, Executive Vice President  
400 Galleria Parkway, Suite 1450

Atlanta, GA 30339

With Copy to: B. Joseph Krabacher  
SHERMAN & HOWARD, L.L.C  
730 East Durant Avenue, Suite 200  
Aspen, CO 81611

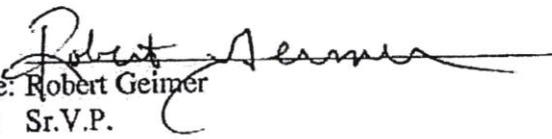
If to Licensee: ASPEN CAMP OF THE DEAF AND HARD OF HEARING, INC.  
c/o Lesa Thomas  
4862 Snowmass Creek Road  
Snowmass CO 81654

8. Miscellaneous. The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement shall not be recorded in the real estate records of the Clerk and Recorder of Pitkin County, Colorado. This Agreement shall be construed in connection with the laws of the State of Colorado. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provisions. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement executed by each of the parties hereto. The Section captions and headings used in this Agreement are inserted herein for convenience of reference only and shall not be deemed to define, limit or construe the provisions hereof. This Agreement may be executed in one or more counterparts, each of which, for all purposes, shall be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument. Signatures hereto may be evidenced by facsimile transmission, the same of which shall be treated as originals.

[Remainder of this page is intentionally blank – signatures appear on following pages]

IN WITNESS WHEREOF, the parties have executed this Temporary Access and License Agreement to be effective as of the date first set forth above.

SILVERTREE PROPCO, L.L.C.,  
A Delaware limited liability company

By:   
Name: Robert Geimer  
Title: Sr.V.P.

[Remainder of this page is intentionally blank – signature appears on following page]

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ASPEN CAMP OF THE DEAF AND HARD OF HEARING, INC.

By: *Lesa Thomas*  
Name: Lesa Thomas  
Title: *Executive Director*

## **Details and Documents:**

### **Event Summary:** Attachments:

Exhibit A-Application/Operations Plan

Exhibit B-Event Site Map/Concert Schedule

### Details and Documents:

Event Summary: Snowmass Free Concert Summer Series will begin 6/25 and run throughout the summer on assorted dates. Expected attendance is appx 1500-3000 each evening.

PLEASE NOTE the ADDITIONAL SHOWS AND EVENINGS WILL HAVE A LATER End

Snowmass Tourism will facilitate and staff the above mentioned duties

Snowmass Tourism will contract many vendors familiar with event including Luis Mendoza w/ Lamas events and Alchemy Concert Systems.

In addition we plan to hire Aspen Event Security (Meeker) to provide site security. We will coordinate number of security personnel needed in conjunction w/ AES and TOSV PD based on expected attendance and information from previous years events.

Event is free to the public.

Amplified music each evening on Fanny Hill stage.

Site Plan (and maps): Site plan for 2015 will follow closely prior years. Fanny Hill stage will be utilized for entertainment with fenced area for audience. For Base Village concert, security will monitor area and a CCA will be pulled by Base Village. Please refer to Base Village for all liquor related questions for Lawn concerts and the Aspen Camp liquor permit for any alcohol related questions on Fanny Hill.

### Communication Plan: Staff Contact List:

Dave Elkan-Event Director 303-522-0302

Luis Mendoza-Site Manager 970-618-9280

Alchemy Concert Systems-staging, sound, lighting-970-927-0515

Additional Staff TBD

In emergency situations festival staff can communicate directly with emergency personnel via cell phone.

Snowmass Tourism will coordinate with TOSV Public Works prior to event to post parking signage in Village (Rodeo Lots, Numbered Lots, etc).

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Exact numbers of security personnel TBD. Snowmass Tourism will coordinate closely with AES and TOSV PD to determine exact numbers and positions, but will include: entrance/exit, backstage access, rovers,

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ADA toilets available on site.

ADA parking available at each festival parking location. All RFTA & TOSV Shuttles are ADA accessible. Through egress each night, the area surrounding the site will be appropriately lit in order to avoid confusion and mishap.

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(Deaf Camp Picnic LOCATED IN BASE VILLAGE LAWN)

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- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC                              | <input type="checkbox"/> PHILANTHROPIC INSTITUTION           |
| <input type="checkbox"/> FRATERNAL         | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER    | <input type="checkbox"/> POLITICAL CANDIDATE                 |
| <input type="checkbox"/> PATRIOTIC         | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
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*Aspen Camp of the Deaf & Hard of Hearing* State Sales Tax Number (Required)

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 (include street, city/town and ZIP)  
*4862 Snowmass Creek Road  
 Snowmass, CO 81654*

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT  
 (include street, city/town and ZIP)  
*Fanny Hill - see attached map*

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
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5. EVENT MANAGER <i>Lesia Thomas</i>	<i>6/4/62</i>	<i>4862 Snowmass Creek Rd Snowmass, CO 81654</i>	

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?  
 NO  YES HOW MANY DAYS? \_\_\_\_\_

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?  
 NO  YES TO WHOM? \_\_\_\_\_

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?  Yes  No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
Hours From	Hours From	Hours From	Hours From	Hours From
To	To	To	To	To
<i>7/28/2016</i>				
<i>5:00 PM</i>				
<i>10:00 PM</i>				

**OATH OF APPLICANT**

*I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.*

SIGNATURE <i>Lesia Thomas</i>	TITLE <i>Executive Director</i>	DATE <i>4/4/16</i>
----------------------------------	------------------------------------	-----------------------

**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$ .

(Instructions on Reverse Side)

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO  
CERTIFICATE OF REGISTRATION

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**ASPEN CAMP OF THE DEAF AND HARD OF HEARING**

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of 20033003953.

The status of its registration is **GOOD**, and this status has been in effect since 09/21/2015.

The organization's registration is or was due to be renewed by 06/15/2016.

Registrations in good or delinquent status remain valid until the registration becomes suspended or revoked. An organization whose registration has been suspended is prohibited by law from soliciting contributions, providing consulting services in connection with a solicitation campaign, or conducting a solicitation campaign in Colorado.

This certificate reflects facts established or disclosed by documents delivered to this office electronically through 04/03/2016.

**IN TESTIMONY WHEREOF** I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 04-03-2016 13:05:44



A handwritten signature in cursive script that reads "Wayne W. Williams".

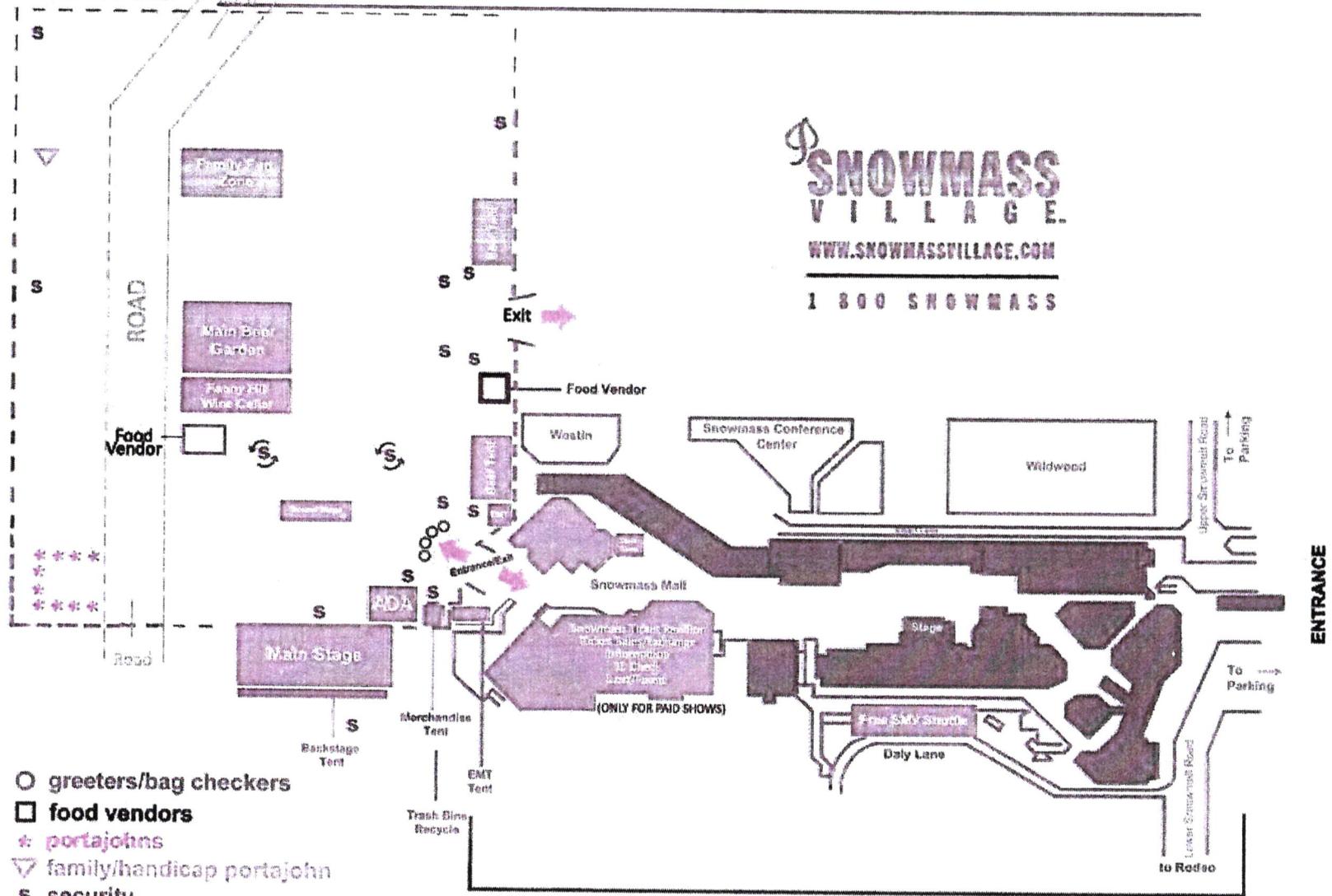
Secretary of State of the State of Colorado

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective.*

Official Site

FANNY HILL 2016

● WAUNDERLUST CONCERT/THURSDAY NIGHT CONCERTS/



**SNOWMASS VILLAGE.**  
 WWW.SNOWMASSVILLAGE.COM  
 1 800 SNOWMASS

Exhibit B-Event Site Map

## TEMPORARY LICENSE AND ACCESS AGREEMENT

This Temporary License and Access Agreement (this "**Agreement**") is made and entered into as of the 24 day of February, 2016, by and between SILVERTREE PROPCO, L.L.C., a Delaware limited liability company ("**Owner**"), and ASPEN CAMP OF THE DEAF AND HARD OF HEARING, INC., DBA ASPEN CAMP SPICES, a Colorado non-profit corporation (the "**ADC**").

This Agreement is made with reference to and in reliance upon the following facts:

A. Owner is the owner of certain real property in the Town of Snowmass Village, State of Colorado, commonly known as the Westin Snowmass Resort, 100 Elbert Lane, Snowmass Village, Colorado 81615, which includes for purposes of this Agreement a portion of the Snowmass Village Mall consisting of pedestrian walkways and common areas surrounding the retail businesses at the mall level of the Westin Snowmass Resort (the "**Property**").

B. The ADC ("**Licensee**") intends to hold certain "Special Events" (as defined in Section 2 below), and desires to use the Property for purposes of ingress and egress to and from the Special Events.

C. Owner is willing to grant a license to Licensee, for the purposes stated in this Agreement, on the terms and subject to the conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of License. From and after the date hereof, Owner hereby grants to Licensee (and Licensee's agents, guests and invitees) the non-exclusive right and license (the "**License**") to enter upon the surface of the Property, for the purposes described in Section 2 below; provided, however, that in conducting all such activities, Licensee shall comply with all laws and regulations applicable to such use of the Property or such activities, and shall obtain and maintain the insurance described in Section 3 of this Agreement. The use of the License shall be limited in duration to two hours prior and one hour after the times of actual Special Events on the dates listed.

1.1 Owner and its contractors, subcontractors, agents, guests and invitees shall have the right to use and occupy the Property for any purpose not inconsistent with the License rights hereby granted.

1.2 This Agreement is personal to Owner and Licensee and shall not run with title to the Property.

2. Licensee's Activities. Licensee is engaging in non-profit activities on property controlled by the Town of Snowmass Village, a home rule municipality ("**Town**"), and potentially including the Fanny Hill ski slope and Town public rights-of-ways, for which access to and from the Special Events is necessary and permitted under this License. The "Free Concerts" to be held on June 11, 23, 30 July 1, 2, 14, 22, 28 Aug 6, 11, 2016, will consist of activities, including, but not limited to, live music and shall constitute the allowed special events

(the "Special Events"). Licensee does anticipate serving alcoholic beverages at the Special Event and Owner grants permission to do so provided Licensee obtains liquor license permit(s) from the Town and/or the State of Colorado for serving alcohol at the Special Events, and further provided Licensee shall have the sole and exclusive obligation of obtaining such permit(s), complying with the terms of such permit(s), indemnifying the Owner, and providing insurance as provided below.

3. Insurance and Indemnity. Licensee covenants and agrees to maintain throughout the term of this Agreement, to obtain and maintain, in full force and effect, liability insurance, including liquor liability and 'dram shop' liability, in an amount not less than \$1 million per occurrence and \$2 million aggregate naming Owner and any of Owner's lender U.S. Bank National Association, as additional insureds. Proof of insurance will be provided to the Owner prior to the Special Event, as well as any other documents or certificates as may reasonably be required by Owner or its lenders. Licensee will save, indemnify, and hold Owner and any of Owner's lenders harmless from and against any claims, demands, losses, liabilities, actions, and causes of action, including reasonable attorneys' fees and costs incurred by Owner and any of Owner's lenders that are related to or arise from personal injury or property damage arising out of the use of the Property.

4. Liens. Licensee shall promptly, but in an event not later than forty-five (45) days after the filing thereof, remove of record any liens filed by any contractor, subcontractor, or materialman in connection with the activities contemplated under this Agreement.

5. Term. This Agreement shall commence upon the full execution and delivery care of by all parties hereto, and will terminate on August 12, 2016.

6. Breach, Remedies and Attorneys' Fees. In the event of any alleged breach or default under this Agreement, the party claiming the alleged breach or default will give written notice to the other party specifying the alleged breach or default. The other party shall have five (5) days within which to cure any alleged breach or default, or if the alleged breach or default is not reasonably capable of being cured within such 5-day period, the other party shall commence to cure within such 5-day period and promptly and diligently pursue completion of the cure of thereafter within no more than thirty (30) days. In the event of an uncured breach or default, and either party deems it necessary to take legal action to enforce or defend any part of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceeding, in addition to any other relief to which such party may be entitled. In any such proceeding, all parties waive their right to demand a jury. The parties agree that injunctive relief may be appropriate in the event of a breach of this Agreement and that a decree of specific performance may be granted by the court.

7. Notices. All notices and other communications hereunder shall be in writing, and shall be deemed to have been duly given when delivered in person, or on the third day after mailing, if mailed certified mail, postage prepaid and properly addressed as follows:

If to Owner: SILVERTREE PROPCO, L.L.C  
c/o Robert Geimer, Executive Vice President  
400 Galleria Parkway, Suite 1450

Atlanta, GA 30339

With Copy to: B. Joseph Krabacher  
SHERMAN & HOWARD, L.L.C  
730 East Durant Avenue, Suite 200  
Aspen, CO 81611

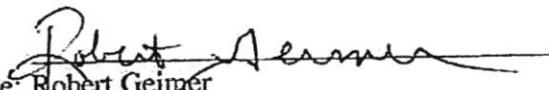
If to Licensee: ASPEN CAMP OF THE DEAF AND HARD OF HEARING, INC.  
c/o Lesa Thomas  
4862 Snowmass Creek Road  
Snowmass CO 81654

8. Miscellaneous. The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement shall not be recorded in the real estate records of the Clerk and Recorder of Pitkin County, Colorado. This Agreement shall be construed in connection with the laws of the State of Colorado. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provisions. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement executed by each of the parties hereto. The Section captions and headings used in this Agreement are inserted herein for convenience of reference only and shall not be deemed to define, limit or construe the provisions hereof. This Agreement may be executed in one or more counterparts, each of which, for all purposes, shall be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument. Signatures hereto may be evidenced by facsimile transmission, the same of which shall be treated as originals.

[Remainder of this page is intentionally blank – signatures appear on following pages]

IN WITNESS WHEREOF, the parties have executed this Temporary Access and License Agreement to be effective as of the date first set forth above.

SILVERTREE PROPCO, L.L.C.,  
A Delaware limited liability company

By:   
Name: Robert Geimer  
Title: Sr.V.P.

[Remainder of this page is intentionally blank – signature appears on following page]

IN WITNESS WHEREOF, the parties have executed this Temporary Access and License Agreement to be effective as of the date first set forth above.

ASPEN CAMP OF THE DEAF AND HARD OF HEARING, INC.

By: *Lesa Thomas*  
Name: Lesa Thomas  
Title: *Executive Director*

## **Details and Documents:**

### **Event Summary:** Attachments:

Exhibit A-Application/Operations Plan

Exhibit B-Event Site Map/Concert Schedule

### Details and Documents:

Event Summary: Snowmass Free Concert Summer Series will begin 6/25 and run throughout the summer on assorted dates. Expected attendance is appx 1500-3000 each evening.

PLEASE NOTE the ADDITIONAL SHOWS AND EVENINGS WILL HAVE A LATER End

Snowmass Tourism will facilitate and staff the above mentioned duties

Snowmass Tourism will contract many vendors familiar with event including Luis Mendoza w/ Lamas events and Alchemy Concert Systems.

In addition we plan to hire Aspen Event Security (Meeker) to provide site security. We will coordinate number of security personnel needed in conjunction w/ AES and TOSV PD based on expected attendance and information from previous years events.

Event is free to the public.

Amplified music each evening on Fanny Hill stage.

Site Plan (and maps): Site plan for 2015 will follow closely prior years. Fanny Hill stage will be utilized for entertainment with fenced area for audience. For Base Village concert, security will monitor area and a CCA will be pulled by Base Village. Please refer to Base Village for all liquor related questions for Lawn concerts and the Aspen Camp liquor permit for any alcohol related questions on Fanny Hill.

### Communication Plan: Staff Contact List:

Dave Elkan-Event Director 303-522-0302

Luis Mendoza-Site Manager 970-618-9280

Alchemy Concert Systems-staging, sound, lighting-970-927-0515

Additional Staff TBD

In emergency situations festival staff can communicate directly with emergency personnel via cell phone.

Snowmass Tourism will coordinate with TOSV Public Works prior to event to post parking signage in Village (Rodeo Lots, Numbered Lots, etc).

Security Plan: Snowmass Tourism is planning to contract Aspen Event Services to head up security. Randall Meeker will act a primary contact.

Exact numbers of security personnel TBD. Snowmass Tourism will coordinate closely with AES and TOSV PD to determine exact numbers and positions, but will include: entrance/exit, backstage access, rovers,

perimeter and any other positions deemed necessary by TWP, TOSV PD & AES .

Snowmass Tourism will, of course, continue to build upon our strong relationship w/ TOSV PD, and determine where/when public law enforcement may be needed.

Medical Plan: Snowmass Tourism will use 911 to summon emergency services.

Emergency checkpoint will move back to Elbert Lane, however, this can be discussed with SWFPD and TOSV PD to determine best staging area.

Security Contact for public safety officials will be Randall Meeker (or AES appointed captain).

Expected attendance is between 1500-3000 for all events

Egress will change for many of the events. Please review closely ALL ADJUSTED START AND END TIMES. Primary egress will be thru Village Mall to RFTA & Village Shuttle stops and to numbered lots.

There will be no divergence from a plan that is approved by the SWFPD & TOSV Police.

This plan will include:

- Establish and maintain fire/emergency access lanes to grounds, backstage, vendor/concession areas.
- All entrances and exits marked on site plan.
- All structure will have flameproof certifications and will meet uniform fire code.
- Fire extinguishers will be provided for structures as per code.
- Paramedics/EMTs on site for festival operating hours.
- Snowmass Tourism will schedule a site walk thru with SWFPD & TOSV Police prior to event.
- Any deviations will be approved by SWFPD and TOSV Police.

Public Address will be from Fanny Hill Stage and provide information and direction in case of emergencies.

Event will go on rain or shine.

Transportation/Traffic Plan: Snowmass Tourism will be promoting the use of public transportation to the event as parking around Snowmass Mall will be extremely limited. Attendees will be encouraged to utilize RFTA & TOSV Shuttles to attend event. Promoted parking will be in Base Village garage, Rodeo Lot and Intercept Lot.

Snowmass Tourism will coordinate with RFTA and TOSV shuttles to determine what additional services will be required to accommodate expected crowds for arrival and egress.

Parking Plan: Use of public transit ( RFTA & Snowmass Village Shuttles) will be highly encouraged and promoted as favored transport to event.

Numbered parking lots in village will be primary parking for lodge guests. Additional spaces avail for free summer parking.

Base Village Parking Garage-Avail parking for event days. Normal rates would apply. Transport to festival via "Skittles" Snowmass Tourism will communicate with both garage and gondola operators on expected attendance, operating hrs etc

Rodeo/Town Park Lot-Avail parking event days. Dirt lot behind Rodeo arena will be used as overflow from rec center lot. Transport to event via Village Shuttles. Again, Snowmass Tourism will be in communication with Police, Village Shuttle, rodeo operators etc throughout planning and event days.

Intercept Lot-Avail parking event days. Transport to event via RFTA buses.

Parking signage will be coordinated between TOSV Public Works and Snowmass Tourism.

Sanitation/Recycling Plan: Snowmass Tourism will be coordinating with Luis Mendoza @ Lamas events for site management. This company has been hired in this capacity for this event for several years and is well acquainted with the event. They will perform daily site sweep as well as oversee all production entities to ensure they maintain their spaces in accordance to event & wildlife standards.

The equivalent of 16 portable toilets will be brought on site for event attendees. All toilets, hand washing stations etc will be serviced prior to the event the following week.

Potable water will be provided to festival attendees.

Accessibility Plan: Clear path of travel around venue- ADA accessible.

ADA toilets available on site.

ADA parking available at each festival parking location. All RFTA & TOSV Shuttles are ADA accessible. Through egress each night, the area surrounding the site will be appropriately lit in order to avoid confusion and mishap.

Alcohol Permit & License: Snowmass Tourism is not involved with any component of the liquor permit. Please see Aspen Deaf Camp permit filed with the Town Clerk. FOR THE DEAF CAMP BENEFIT, please note that a CCA is being pulled and to refer to that license.

Food Permit: Snowmass Tourism will manage and coordinate any food & beverage vendors. All appropriate health permits and licenses and insurance will be secured by the individual vendor and provided to TWP and Pitkin Health Dept.

Parks/Open Space Permit: NA

Reviewed and accepted: NO

Sales Tax & Bus. License: All appropriate permits will be secured in a timely fashion.

Reviewed and accepted: NO

Miscellaneous Permits: Walk thru & inspections will be conducted with all appropriate TOSV and Pitkin

County Depts-as needed.

Public Notification: Snowmass Tourism will work with TOSV Police and Public Works to execute.

Liability Insurance: Insurance Certificate naming TOSV as additional insured will be sent prior to event.

There are no agencies currently assigned to approve this event.

SCHEDULE (all times are PM):

Saturday June 11 Royal Southern Broterhood  
Doors: 5:30 Show ends: 8:30

Thursday July 23 Taj Mahal Trio  
Doors: 5:30 Show ends:10pm

Thursday June 30- Steel Pulse + guests  
Doors: 5:30pm Show ends: 10pm

Friday July 1-Karsh Kale + guests  
Doors: 6pm Show ends: 10pm

Saturday July 2- Xavier Rudd + guests  
Doors: 5:30pm Show ends: 10:50pm (PLEASE SEE ADDENDUM IN DOWNLOADS)

Thursday July 14 Leftover Cuties  
Doors: 5:30 Show ends: 8:30

Saturday July 16 Pimps of Joytime + special guests  
(Deaf Camp Picnic LOCATED IN BASE VILLAGE LAWN)  
Doors: 12pm Show ends: 9pm

Friday July 22 Jamestown Revival  
Doors: 5:30pm Show ends: 8:30pm

Thursday July 28 Chali 2na  
Doors: 5:30 Show ends: 8:30

Saturday Aug 6 Tartan Terrors  
Doors: 5:30 Show ends 8:30

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

**IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC                              | <input type="checkbox"/> PHILANTHROPIC INSTITUTION           |
| <input type="checkbox"/> FRATERNAL         | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER    | <input type="checkbox"/> POLITICAL CANDIDATE                 |
| <input type="checkbox"/> PATRIOTIC         | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL         | <input type="checkbox"/> RELIGIOUS INSTITUTION                 |  |

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
2110 <input checked="" type="checkbox"/>	MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2170 <input type="checkbox"/>	FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

**DO NOT WRITE IN THIS SPACE**

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE  
*Aspen Camp of the Deaf & Hard of Hearing* State Sales Tax Number (Required)

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE  
 (include street, city/town and ZIP)  
*4862 Snowmass Creek Road  
 Snowmass, CO 81654*

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT  
 (include street, city/town and ZIP)  
*Fanny Hill - see attached map*

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE <i>John Wilcox</i>	<i>1/5/67</i>	<i>30 Woodledge Road Needham, MA 02492</i>	<i>781-363-0679 (text)</i>
5. EVENT MANAGER <i>Lisa Thomas</i>	<i>6/4/62</i>	<i>4862 Snowmass Creek Rd Snowmass, CO 81654</i>	

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?  
 NO  YES HOW MANY DAYS? \_\_\_\_\_

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?  
 NO  YES TO WHOM? \_\_\_\_\_

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?  Yes  No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To
<i>8/6/2016</i>			
<i>5:00 PM To 10:00 PM</i>			

**OATH OF APPLICANT**

*I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.*

SIGNATURE <i>Lisa Thomas</i>	TITLE <i>Executive Director</i>	DATE <i>4/4/16</i>
---------------------------------	------------------------------------	-----------------------

**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)**

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**THEREFORE, THIS APPLICATION IS APPROVED.**

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SIGNATURE	TITLE	DATE

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

LIABILITY INFORMATION			
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		-750 (999)	\$

(Instructions on Reverse Side)

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO  
CERTIFICATE OF REGISTRATION

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

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This certificate reflects facts established or disclosed by documents delivered to this office electronically through 04/03/2016.

**IN TESTIMONY WHEREOF** I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 04-03-2016 13:05:44



A handwritten signature in cursive script, reading "Wayne W. Williams". The signature is written in black ink on a white background.

Secretary of State of the State of Colorado

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective.*



## TEMPORARY LICENSE AND ACCESS AGREEMENT

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B. The ADC (“**Licensee**”) intends to hold certain “Special Events” (as defined in Section 2 below), and desires to use the Property for purposes of ingress and egress to and from the Special Events.

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c/o Robert Geimer, Executive Vice President  
400 Galleria Parkway, Suite 1450

Atlanta, GA 30339

With Copy to: B. Joseph Krabacher  
SHERMAN & HOWARD, L.L.C  
730 East Durant Avenue, Suite 200  
Aspen, CO 81611

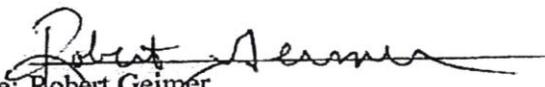
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c/o Lesa Thomas  
4862 Snowmass Creek Road  
Snowmass CO 81654

8. Miscellaneous. The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement shall not be recorded in the real estate records of the Clerk and Recorder of Pitkin County, Colorado. This Agreement shall be construed in connection with the laws of the State of Colorado. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provisions. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement executed by each of the parties hereto. The Section captions and headings used in this Agreement are inserted herein for convenience of reference only and shall not be deemed to define, limit or construe the provisions hereof. This Agreement may be executed in one or more counterparts, each of which, for all purposes, shall be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument. Signatures hereto may be evidenced by facsimile transmission, the same of which shall be treated as originals.

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A Delaware limited liability company

By:   
Name: Robert Geimer  
Title: Sr.V.P.

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By: *Lesa Thomas*  
Name: Lesa Thomas  
Title: *Executive Director*

## **Details and Documents:**

### **Event Summary:** Attachments:

Exhibit A-Application/Operations Plan

Exhibit B-Event Site Map/Concert Schedule

### Details and Documents:

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PLEASE NOTE the ADDITIONAL SHOWS AND EVENINGS WILL HAVE A LATER End

Snowmass Tourism will facilitate and staff the above mentioned duties

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In addition we plan to hire Aspen Event Security (Meeker) to provide site security. We will coordinate number of security personnel needed in conjunction w/ AES and TOSV PD based on expected attendance and information from previous years events.

Event is free to the public.

Amplified music each evening on Fanny Hill stage.

Site Plan (and maps): Site plan for 2015 will follow closely prior years. Fanny Hill stage will be utilized for entertainment with fenced area for audience. For Base Village concert, security will monitor area and a CCA will be pulled by Base Village. Please refer to Base Village for all liquor related questions for Lawn concerts and the Aspen Camp liquor permit for any alcohol related questions on Fanny Hill.

### Communication Plan: Staff Contact List:

Dave Elkan-Event Director 303-522-0302

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Exact numbers of security personnel TBD. Snowmass Tourism will coordinate closely with AES and TOSV PD to determine exact numbers and positions, but will include: entrance/exit, backstage access, rovers,

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Snowmass Tourism will, of course, continue to build upon our strong relationship w/ TOSV PD, and determine where/when public law enforcement may be needed.

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Emergency checkpoint will move back to Elbert Lane, however, this can be discussed with SWFPD and TOSV PD to determine best staging area.

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Expected attendance is between 1500-3000 for all events

Egress will change for many of the events. Please review closely ALL ADJUSTED START AND END TIMES. Primary egress will be thru Village Mall to RFTA & Village Shuttle stops and to numbered lots.

There will be no divergence from a plan that is approved by the SWFPD & TOSV Police.

This plan will include:

- Establish and maintain fire/emergency access lanes to grounds, backstage, vendor/concession areas.
- All entrances and exits marked on site plan.
- All structure will have flameproof certifications and will meet uniform fire code.
- Fire extinguishers will be provided for structures as per code.
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- Snowmass Tourism will schedule a site walk thru with SWFPD & TOSV Police prior to event.
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Public Address will be from Fanny Hill Stage and provide information and direction in case of emergencies.

Event will go on rain or shine.

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The equivalent of 16 portable toilets will be brought on site for event attendees. All toilets, hand washing stations etc will be serviced prior to the event the following week.

Potable water will be provided to festival attendees.

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# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

**IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC                              | <input type="checkbox"/> PHILANTHROPIC INSTITUTION           |
| <input type="checkbox"/> FRATERNAL         | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER    | <input type="checkbox"/> POLITICAL CANDIDATE                 |
| <input type="checkbox"/> PATRIOTIC         | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL         | <input type="checkbox"/> RELIGIOUS INSTITUTION                 |  |

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
2110 <input checked="" type="checkbox"/>	MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2170 <input type="checkbox"/>	FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

**DO NOT WRITE IN THIS SPACE**

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE  
*Aspen Camp of the Deaf & Hard of Hearing* State Sales Tax Number (Required)

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE  
 (include street, city/town and ZIP)  
*4862 SNOWMASS CREEK ROAD  
 SNOWMASS, CO 81654*

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT  
 (include street, city/town and ZIP)  
*Fanny Hill - see attached map*

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE <i>John Wilcox</i>	<i>1/5/67</i>	<i>30 Woodledge Road Needham, MA 02492</i>	<i>781-363-0677 (text)</i>
5. EVENT MANAGER <i>Lesa Thomas</i>	<i>6/4/62</i>	<i>4862 Snowmass Creek Rd Snowmass, CO 81654</i>	
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____		7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?  Yes  No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
Hours From	Hours From	Hours From	Hours From	Hours From
To	To	To	To	To
<i>8/11/2016</i>				
<i>5:00 PM</i>				
<i>10:00 PM</i>				

**OATH OF APPLICANT**

*I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.*

SIGNATURE <i>Lesa Thomas</i>	TITLE <i>Executive Director</i>	DATE <i>8/11/16</i>
---------------------------------	------------------------------------	------------------------

**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$

(Instructions on Reverse Side)

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO  
CERTIFICATE OF REGISTRATION

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**ASPEN CAMP OF THE DEAF AND HARD OF HEARING**

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of 20033003953.

The status of its registration is **GOOD**, and this status has been in effect since 09/21/2015.

The organization's registration is or was due to be renewed by 06/15/2016.

Registrations in good or delinquent status remain valid until the registration becomes suspended or revoked. An organization whose registration has been suspended is prohibited by law from soliciting contributions, providing consulting services in connection with a solicitation campaign, or conducting a solicitation campaign in Colorado.

This certificate reflects facts established or disclosed by documents delivered to this office electronically through 04/03/2016.

**IN TESTIMONY WHEREOF** I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 04-03-2016 13:05:44



A handwritten signature in cursive script that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective.*



## TEMPORARY LICENSE AND ACCESS AGREEMENT

This Temporary License and Access Agreement (this "**Agreement**") is made and entered into as of the 24 day of February, 2016, by and between SILVERTREE PROPCO, L.L.C., a Delaware limited liability company ("**Owner**"), and ASPEN CAMP OF THE DEAF AND HARD OF HEARING, INC., DBA ASPEN CAMP SPICES, a Colorado non-profit corporation (the "**ADC**").

This Agreement is made with reference to and in reliance upon the following facts:

A. Owner is the owner of certain real property in the Town of Snowmass Village, State of Colorado, commonly known as the Westin Snowmass Resort, 100 Elbert Lane, Snowmass Village, Colorado 81615, which includes for purposes of this Agreement a portion of the Snowmass Village Mall consisting of pedestrian walkways and common areas surrounding the retail businesses at the mall level of the Westin Snowmass Resort (the "**Property**").

B. The ADC ("**Licensee**") intends to hold certain "Special Events" (as defined in Section 2 below), and desires to use the Property for purposes of ingress and egress to and from the Special Events.

C. Owner is willing to grant a license to Licensee, for the purposes stated in this Agreement, on the terms and subject to the conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of License. From and after the date hereof, Owner hereby grants to Licensee (and Licensee's agents, guests and invitees) the non-exclusive right and license (the "**License**") to enter upon the surface of the Property, for the purposes described in Section 2 below; provided, however, that in conducting all such activities, Licensee shall comply with all laws and regulations applicable to such use of the Property or such activities, and shall obtain and maintain the insurance described in Section 3 of this Agreement. The use of the License shall be limited in duration to two hours prior and one hour after the times of actual Special Events on the dates listed.

1.1 Owner and its contractors, subcontractors, agents, guests and invitees shall have the right to use and occupy the Property for any purpose not inconsistent with the License rights hereby granted.

1.2 This Agreement is personal to Owner and Licensee and shall not run with title to the Property.

2. Licensee's Activities. Licensee is engaging in non-profit activities on property controlled by the Town of Snowmass Village, a home rule municipality ("**Town**"), and potentially including the Fanny Hill ski slope and Town public rights-of-ways, for which access to and from the Special Events is necessary and permitted under this License. The "Free Concerts" to be held on June 11, 23, 30 July 1, 2, 14, 22, 28 Aug 6, 11, 2016, will consist of activities, including, but not limited to, live music and shall constitute the allowed special events

(the "Special Events"). Licensee does anticipate serving alcoholic beverages at the Special Event and Owner grants permission to do so provided Licensee obtains liquor license permit(s) from the Town and/or the State of Colorado for serving alcohol at the Special Events, and further provided Licensee shall have the sole and exclusive obligation of obtaining such permit(s), complying with the terms of such permit(s), indemnifying the Owner, and providing insurance as provided below.

3. Insurance and Indemnity. Licensee covenants and agrees to maintain throughout the term of this Agreement, to obtain and maintain, in full force and effect, liability insurance, including liquor liability and 'dram shop' liability, in an amount not less than \$1 million per occurrence and \$2 million aggregate naming Owner and any of Owner's lender U.S. Bank National Association, as additional insureds. Proof of insurance will be provided to the Owner prior to the Special Event, as well as any other documents or certificates as may reasonably be required by Owner or its lenders. Licensee will save, indemnify, and hold Owner and any of Owner's lenders harmless from and against any claims, demands, losses, liabilities, actions, and causes of action, including reasonable attorneys' fees and costs incurred by Owner and any of Owner's lenders that are related to or arise from personal injury or property damage arising out of the use of the Property.

4. Liens. Licensee shall promptly, but in an event not later than forty-five (45) days after the filing thereof, remove of record any liens filed by any contractor, subcontractor, or materialman in connection with the activities contemplated under this Agreement.

5. Term. This Agreement shall commence upon the full execution and delivery care of by all parties hereto, and will terminate on August 12, 2016.

6. Breach, Remedies and Attorneys' Fees. In the event of any alleged breach or default under this Agreement, the party claiming the alleged breach or default will give written notice to the other party specifying the alleged breach or default. The other party shall have five (5) days within which to cure any alleged breach or default, or if the alleged breach or default is not reasonably capable of being cured within such 5-day period, the other party shall commence to cure within such 5-day period and promptly and diligently pursue completion of the cure of thereafter within no more than thirty (30) days. In the event of an uncured breach or default, and either party deems it necessary to take legal action to enforce or defend any part of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceeding, in addition to any other relief to which such party may be entitled. In any such proceeding, all parties waive their right to demand a jury. The parties agree that injunctive relief may be appropriate in the event of a breach of this Agreement and that a decree of specific performance may be granted by the court.

7. Notices. All notices and other communications hereunder shall be in writing, and shall be deemed to have been duly given when delivered in person, or on the third day after mailing, if mailed certified mail, postage prepaid and properly addressed as follows:

If to Owner: SILVERTREE PROPCO, L.L.C  
c/o Robert Geimer, Executive Vice President  
400 Galleria Parkway, Suite 1450

Atlanta, GA 30339

With Copy to: B. Joseph Krabacher  
SHERMAN & HOWARD, L.L.C  
730 East Durant Avenue, Suite 200  
Aspen, CO 81611

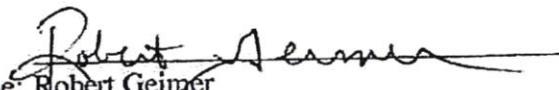
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c/o Lesa Thomas  
4862 Snowmass Creek Road  
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**Aspen Camp Spices**

P.O. Box 305  
Snowmass, CO 81654  
970-923-2511  
970-923-0643  
office@aspencamp.org

70024

**ALPINE BANK**  
BASALT, CO  
82-340-1021

04/08/2016

PAY TO THE  
ORDER OF

Town of Snowmass Village

\$ \*\*100.00

One hundred and 00/100\*\*\*\*\*

DOLLARS

Town of Snowmass Village  
Snowmass Village, CO

VOID AFTER 90 DAYS

*Lisa Thomas*  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

MEMO

Liquor License Event Application Fee Summer Conca

Security features. Details on back.

**ASPEN CAMP SPICES**

04/08/2016

Town of Snowmass Village

Liquor License Event Application Fee

100.00

Checking

Liquor License Event Application Fee Summer Concert Series

100.00

**Aspen Camp Spices**

P.O. Box 305  
Snowmass, CO 81654  
970-923-2511  
970-923-0643  
office@aspencamp.org

**ALPINE BANK**  
BASALT, CO  
82-340-1021

04/08/2016

PAY TO THE  
ORDER OF

**Town of Snowmass Village**

**\$ \*\*275.00**

Two hundred seventy-five and 00/100\*\*\*\*\*

DOLLARS

Town of Snowmass Village  
Snowmass Village, CO

VOID AFTER 90 DAYS



AUTHORIZED SIGNATURE

MEMO

Summer concert series liquor license fee 11 @ \$25

Security features. Details on back.



**ASPEN CAMP SPICES**

04/08/2016

**Town of Snowmass Village**

Liquor License Fees 11 @ \$25

275.00

Checking

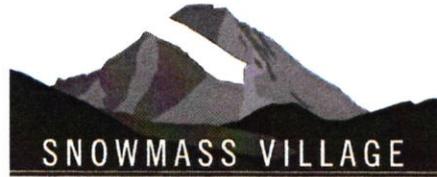
Summer concert series liquor license fee 11 @ \$25

275.00

License ID: 70024

Total Amount: \$350.00

State Tax ID: 9810973000



State of Colorado By The Authority of

# Town of Snowmass Village

## Special Event Liquor License

### To Sell At Retail Malt, Vinous & Spirituous Liquor

Aspen Deaf Camp/Summer Concert Series  
Fanny Hill, Snowmass Village, CO 81615

*This License is to certify that the above establishment of the State of Colorado, has applied to sell Liquor at their premises, having paid the Town Treasurer the stated amount. Therefore, the applicant is hereby licensed to sell Liquors containing more than 3.2% Alcohol by weight for consumption on premise.*

*This License is issued subject to the Laws of the State of Colorado and especially under the provisions of Article 47 of Title 12, Colorado Revised Statutes, as amended.*

*This License is valid for the following dates, 06/11/16, 06/23/16, 06/30/16, 07/01/16, 07/02/16, 07/14/16, 07/22/16, 07/28/16, 08/06/16, 08/11/16 unless revoked sooner as provided by Law.*

**IN TESTIMONY WHEREOF**, The Liquor Licensing Authority has hereunto subscribed its name by its officers duly authorized on \_\_\_\_\_.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Town of Snowmass Village  
Liquor Licensing Authority

POST IN A CONSPICUOUS PLACE

Snowmass Acquisition Company, LLC

Name of Applicant

LIQUOR LICENSING AUTHORITY  
DOCUMENT CHECKLIST  
TRANSFER OF OWNERSHIP  
*Italics = Local Authority Requirement*

5/4/16

Date of Application

- 1.  (Form DR8404) Retail License Application
- 2.  Follow Checklist and Worksheet on page 2 of Form DR8404
- 3.  Temporary Liquor Permit (good for 120 days)
- 4.  Diagram of premises (see requirements on page 2, Sec. II of Form DR8404) **outlined in**

(State now requires **RED**, use an "X" to indicate where security is posted and a "  " Black outlines >) **(square) to indicate where the bar is located.**

- 5.  Proof of Property Possession (see requirements on Page 2, Sec. III of Form DR8404)
- 6.  (Form DR8404-I) Individual History Record(s) - For each officer/member/partner and for manager registration
- 7.  Affidavit of Transfer & Statement of Compliance
- 8.  Fingerprints for Individual History Applicants [send to C.B.I.]
- 9.  Fingerprint Affidavits for each Individual History Applicant [Local Authority Requirement]
- 10.  **The Town Finance Departments has verified "no taxes owing" on this Application**
- 11.  Purchase Agreement, Stock Transfer Agreement, and/or authorization to transfer license
- 12.  N/A List of all notes and loans <sup>^Lease Termination</sup>
- 13.  Copy of menu [Local Authority Requirement]
- 14.  Affidavit to report future changes [Local Authority Requirement]
- 15.  Inspection of Premises Reports: Art Smythe, Police John Mele, Fire Environ Health Dept  
i. (form to be delivered to Health Dept. by applicant)
- 16.  TIPS/Responsible Serving of Alcohol Training  
Craig Monzio 5/2/2016  
Name Date

**CORPORATION APPLICANT:**

- 17.  Certificate of Incorporation (and/or) Certificate of Good Standing (if Incorporated more than 2 years ago) THE DEPUTY DOES NOT HAVE THIS INFORMATION
- 18.  List of officers, directors and stockholders of parent corporation (designate 1 person as "principal officer").

**PARTNERSHIP APPLICANT:**

- 19.  Partnership Agreement (general or limited). Not needed if husband and wife.

**LIMITED LIABILITY COMPANY APPLICANT:**

- 20.  Copy of Articles of Organization (date stamped by Colorado Secretary of State)
- 21.  Copy of Operating Agreement

22.  Fees:

	STATE	TOSV
TRANSFER OF OWNERSHIP	600 <input checked="" type="checkbox"/>	750.00 <input checked="" type="checkbox"/>
H&R	500.00 <input checked="" type="checkbox"/>	75.00 <input checked="" type="checkbox"/>
B&W	351.50	48.75
3.2% (on or off premises)	96.25	3.75
DRUG/RETAIL	227.50	22.50
MGR REG. (H&R/Tavern only)	75.00	75.00
OTHER	FEE	CBI FEE
TOTAL \$ 1100.00	Dept. of Revenue	\$ 825.00 + CBI TOSV

- 23.  COLORADO BUREAU OF INVESTIGATION \$ See above.  
(Fingerprint Investigation \$38.50/person)

# Colorado Liquor Retail License Application

<input type="checkbox"/> New License <input type="checkbox"/> New-Concurrent <input checked="" type="checkbox"/> Transfer of Ownership			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: <a href="http://www.colorado.gov/enforcement/liquor">www.colorado.gov/enforcement/liquor</a> • Local License Fee \$ _____			
1. Applicant is applying as a/an		<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships) <input type="checkbox"/> Association or Other	
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation		FEIN Number	
Snowmass Acquisition Company LLC		45-3596555	
2a. Trade Name of Establishment (DBA)		State Sales Tax Number	Business Telephone
TBD			(970) 205-1947
3. Address of Premises (specify exact location of premises, include suite/unit numbers)			
110 Carriage Way, Unit 3101			
City	County	State	ZIP Code
Snowmass Village	Pitkin	CO	81615
4. Mailing Address (Number and Street)	City or Town	State	ZIP Code
PO Box 6565	Snowmass Village	CO	81615
5. Email Address			
cmonzio@related.com			
6. If the premises currently has a liquor or beer license, you <b>must</b> answer the following questions			
Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
Bia Hoi		H&R (City)	10/05/2016
<b>Section A Nonrefundable Application Fees</b>		<b>Section B (Cont.) Liquor License Fees</b>	
<input type="checkbox"/> Application Fee for New License..... \$ 600.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review ... \$ 700.00 <input checked="" type="checkbox"/> Application Fee for Transfer ..... \$ 600.00		<input type="checkbox"/> Liquor Licensed Drugstore (City)..... \$227.50 <input type="checkbox"/> Liquor Licensed Drugstore (County) ..... \$312.50 Manager Registration - H & R ..... \$ 75.00 <input type="checkbox"/> Manager Registration - Tavern..... \$ 75.00 <input type="checkbox"/> Master File Location Fee ..... \$ 25.00 X _____ Total _____ <input type="checkbox"/> Master File Background ..... \$250.00 X _____ Total _____ <input type="checkbox"/> Optional Premises License (City)..... \$500.00 <input type="checkbox"/> Optional Premises License (County) ..... \$500.00 <input type="checkbox"/> Racetrack License (City)..... \$500.00 <input type="checkbox"/> Racetrack License (County) ..... \$500.00 <input type="checkbox"/> Resort Complex License (City)..... \$500.00 <input type="checkbox"/> Resort Complex License (County) ..... \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (City) ..... \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County) ..... \$500.00 <input type="checkbox"/> Retail Liquor Store License (City)..... \$227.50 <input type="checkbox"/> Retail Liquor Store License (County) ..... \$312.50 <input type="checkbox"/> Tavern License (City) ..... \$500.00 <input type="checkbox"/> Tavern License (County) ..... \$500.00 <input type="checkbox"/> Vintners Restaurant License (City) ..... \$750.00 <input type="checkbox"/> Vintners Restaurant License (County) ..... \$750.00	
<b>Section B Liquor License Fees</b>			
<input type="checkbox"/> Add Optional Premises to H & R..... \$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex ..... \$ 75.00 X _____ Total _____ <input type="checkbox"/> Arts License (City) ..... \$308.75 <input type="checkbox"/> Arts License (County) ..... \$308.75 <input type="checkbox"/> Beer and Wine License (City)..... \$351.25 <input type="checkbox"/> Beer and Wine License (County) ..... \$436.25 <input type="checkbox"/> Brew Pub License (City) ..... \$750.00 <input type="checkbox"/> Brew Pub License (County)..... \$750.00 <input type="checkbox"/> Club License (City)..... \$308.75 <input type="checkbox"/> Club License (County) ..... \$308.75 <input type="checkbox"/> Distillery Pub License (City) ..... \$750.00 <input type="checkbox"/> Distillery Pub License (County) ..... \$750.00 <input checked="" type="checkbox"/> Hotel and Restaurant License (City) ..... \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) ..... \$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) ..... \$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County)..... \$600.00			
<b>Questions? Visit: <a href="http://www.colorado.gov/enforcement/liquor">www.colorado.gov/enforcement/liquor</a> for more information</b>			
<b>Do not write in this space - For Department of Revenue use only</b>			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total
			\$

## Application Documents Checklist and Worksheet

**Instructions:** This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

**Questions? Visit:** [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information

Items submitted, please check all appropriate boxes completed or documents submitted
<p><b>I. Applicant information</b></p> <p><input type="checkbox"/> A. Applicant/Licensee identified</p> <p><input type="checkbox"/> B. State sales tax license number listed or applied for at time of application</p> <p><input type="checkbox"/> C. License type or other transaction identified</p> <p><input type="checkbox"/> D. Return originals to local authority</p> <p><input type="checkbox"/> E. Additional information may be required by the local licensing authority</p>
<p><b>II. Diagram of the premises</b></p> <p><input type="checkbox"/> A. No larger than 8 1/2" X 11"</p> <p><input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)</p> <p><input type="checkbox"/> C. Separate diagram for each floor (if multiple levels)</p> <p><input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant</p> <p><input type="checkbox"/> E. Bold/Outlined Licensed Premises</p>
<p><b>III. Proof of property possession (One Year Needed)</b></p> <p><input type="checkbox"/> A. Deed in name of the Applicant (or) (matching question #2) date stamped / filed with County Clerk</p> <p><input type="checkbox"/> B. Lease in the name of the Applicant (or) (matching question #2)</p> <p><input type="checkbox"/> C. Lease Assignment in the name of the Applicant with proper consent from the Landlord and acceptance by the Applicant</p> <p><input type="checkbox"/> D. Other Agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)</p>
<p><b>IV. Background information and financial documents</b></p> <p><input type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I)</p> <p><input type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants)</p> <p><input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and or authorization to transfer license</p> <p><input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)</p>
<p><b>V. Sole proprietor / husband and wife partnership</b></p> <p><input type="checkbox"/> A. Form DR4679</p> <p><input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant</p>
<p><b>VI. Corporate applicant information (if applicable)</b></p> <p><input type="checkbox"/> A. Certificate of Incorporation dated stamped by the Secretary of State</p> <p><input type="checkbox"/> B. Certificate of Good Standing</p> <p><input type="checkbox"/> C. Certificate of Authorization if foreign corporation</p> <p><input type="checkbox"/> D. List of officers, directors and stockholders of Applying Corporation (If wholly owned, designate a minimum of one person as Principal Officer of Parent)</p>
<p><b>VII. Partnership applicant information (if applicable)</b></p> <p><input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife</p> <p><input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)</p>
<p><b>VIII. Limited Liability Company applicant information (if applicable)</b></p> <p><input type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office)</p> <p><input type="checkbox"/> B. Certificate of Good Standing</p> <p><input type="checkbox"/> C. Copy of operating agreement</p> <p><input type="checkbox"/> D. Certificate of Authority if foreign company</p>
<p><b>IX. Manager registration for hotel and restaurant, tavern licenses when included with this application</b></p> <p><input type="checkbox"/> A. \$75.00 fee</p> <p><input type="checkbox"/> B. Individual History Record (DR 8404-I)</p> <p><input type="checkbox"/> C. If owner is managing, no fee required</p>

7. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
8. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state):				
(a) Been denied an alcohol beverage license?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(b) Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		See Attachment A.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Waiver by local ordinance? Other: _____		<input type="checkbox"/>	<input type="checkbox"/>	
11. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
See Attachment A.				
12. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> Ownership <input type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease:				
Landlord	Tenant	Expires		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
13. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
None				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
<b>Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</b>				
14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:		N/A	<input type="checkbox"/>	<input type="checkbox"/>
Has a local ordinance or resolution authorizing optional premises been adopted?				
Number of additional Optional Premise areas requested. (See license fee chart)				
15. Liquor Licensed Drug Store applicants, answer the following:		N/A	<input type="checkbox"/>	<input type="checkbox"/>
(a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? If "yes" a copy of license must be attached.				
16. Club Liquor License applicants answer the following: <b>Attach a copy of applicable documentation</b>		N/A	<input type="checkbox"/>	<input type="checkbox"/>
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?				
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?				
(c) How long has the club been incorporated?				
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?				
17. Brew-Pub License or Vintner Restaurant Applicants answer the following:		N/A	<input type="checkbox"/>	<input type="checkbox"/>
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)				
18a. For all on-premises applicants. (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-I)				
Last Name of Manager	First Name of Manager	Date of Birth		
Monzio	Craig	07/04/81		
18b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Name	Type of License	Account Number		
See Attachment A.				
19. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If yes, provide an explanation and include copies of any payment agreements.				

20. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the Applicant**. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.

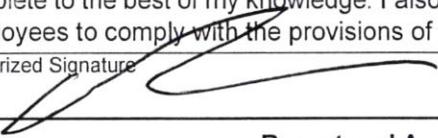
Name	Home Address, City & State	DOB	Position	% Owned
Snowmass Holdco BV LLC	60 Columbus Cir, New York, NY 10166	N/A	Member	100%
James D'Agostino	124 Harleston Green #48, TOSV, CO 81615		President	0
John Varghese	231 Bunting Ct, Snowmass Village, CO 81615		Vice President	0
Craig Monzio	719 E. Hopkins Ave Unit 101, Aspen, CO 81612		Vice President	0
Name	Home Address, City & State	DOB	Position	% Owned

\*\* If Applicant is owned 100% by a parent company, please list the designated principal officer on question #20  
 \*\* Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)  
 \*\* If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant, and does not have ownership in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.

**Oath Of Applicant**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature 	Printed Name and Title Craig Monzio, Vice President	Date 5/3/16
---	--	----------------

**Report and Approval of Local Licensing Authority (City/County)**

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.)
---	---

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

- Been fingerprinted
- Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license

(Check One)

- Date of inspection or anticipated date \_\_\_\_\_
- Will conduct inspection upon approval of state licensing authority

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S.

**Therefore, this application is approved.**

Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title	Date
Signature (attest)	Print	Title	Date

**iTIPS** eTIPS On Premise 2.0 SSN: XXX-XX-XXXX  
Issued: 5/2/2016 Expires: 5/2/2019  
ID#: 4244384 D.O.B.: XX/XX/XXXX

Craig L Monzio  
Snowmass Acquisition Company LLC  
110 Carriageway Ste #3101  
Snowmass Village, CO 81615

Not valid for Responsible Vendor Training

## AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes, Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

- Paid in full. There are no outstanding accounts with any Colorado Wholesalers.
- Licensee hereby certifies that the following is a complete list of accounts for alcohol beverages that are unpaid:

See attached list.

Licensee and Applicant agree that all accounts will be paid for from the proceeds at closing by the:  Licensee  Applicant

- Licensee unavailable to certify disposition of accounts for alcohol beverages - Inventory list attached. Transfer by operation of law - Regulation 47-304.
- Applicant will assume full responsibility for payment of the outstanding accounts as listed above.
- No alcohol beverage inventory transferred or sold.

Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its agent, or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this 11<sup>th</sup> day of April, 20 16.

**Seller:**

4below LLC dba Bia Hoi  
Licensee & License Number

4below dba Bia Hoi  
Trade name

[Signature]  
Signature  
Manager

Jeffrey A. Armstrong  
Position  
Jeffrey A. Armstrong  
Print Name

**Buyer:**

Summass Acquisition Company LLC  
Applicant

TBD  
Trade name

[Signature]  
Signature  
President

James DiGiorgio  
Position  
James DiGiorgio  
Print Name

Attachment to Affidavit of Transfer

The following is a complete list of accounts for alcohol beverages that are unpaid, which Snowmass Acquisition Company, LLC will assume full responsibility for payment.

1. Aspen Brewing Co.
2. Orrison Distributing
3. Mountain Beverage
4. Southern Wine & Spirits
5. Republic National Distributing
6. Mountain Draft
7. Breakthru Beverage

## ATTACHMENT A

### Liquor Violations

Snowmass Acquisition Company LLC dba Viceroy Hotel

06/27/2013, Sale to a minor

Fifteen day suspension: 6 days of active suspension, 9 days held in abeyance for one year.

Ten additional days of active suspension added due to previous violation.

Snowmass Acquisition Company LLC dba Viceroy Hotel

11/30/2012, Sale to a minor

Fine in Lieu of active suspension, ten days held in abeyance for one year.

### Other Interests

*Officers of Snowmass Acquisition Company LLC are also officers of Snowmass Hospitality LLC.*

Snowmass Hospitality LLC previously held the liquor license at the Base Village Conference Center, 110 Carriage Way, Snowmass Village, CO 81615. This license has been transferred and is currently held by Snowmass Acquisition Company LLC.

Snowmass Hospitality LLC currently holds Tavern Liquor Licenses at the Snowmass Mountain Chalet, 115 Daly Lane, Snowmass Village.

Snowmass Acquisition Company LLC currently holds H&R Liquor licenses at the Viceroy Hotel, 130 Wood Road, Snowmass Village.

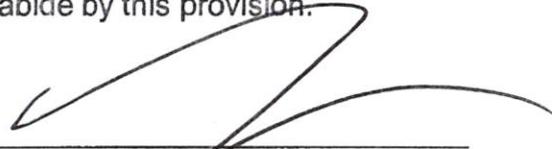
Snowmass Acquisition Company LLC currently holds H&R Liquor Licenses at the Ricard Brasserie and Liquor Bar, 110 Carriage Way, Unit 206/3107 in Snowmass Village.

AFFIDAVIT

REGARDING NOTIFICATION OF ANY CHANGE IN STATUS OF LICENSE OWNERSHIP OR FINANCIAL INTEREST

I, Craig Monzio, depose and say, this 3rd day of May, 2016, that I have been advised that any information changes to the application for a liquor license involving ownership or financial interest in the licensed or sought to be licensed premises must be reported, within 10 days, in writing to the Local Liquor Licensing Authority of the Town of Snowmass Village, Box 5010, Snowmass Village, CO 81615 and the Department of Revenue, Liquor Enforcement Division, 1375 Sherman St., Denver, CO 80261 and further say that I will abide by this provision.

(signed)



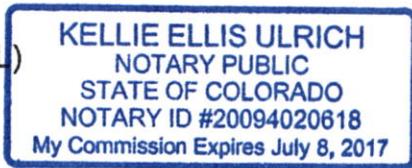
(President, Partner, Owner)

Address:

16 Kearns Rd, Snowmass Village, CO  
81615

Subscribed and sworn to before me this 3rd day of May, 2016.

(SEAL)



Kellie Ellis Ulrich

Notary Public

My commission expires: 7/8/17

P:/shared/clerk/liquor.tc/future changes affidavit

DR 8404-I (03/13/15)  
**COLORADO DEPARTMENT OF REVENUE**  
 Liquor Enforcement Division  
 (303) 205-2300

## Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license

<b>Notice:</b> This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". <b>Any deliberate misrepresentation or material omission may jeopardize the license application.</b> (Please attach a separate sheet if necessary to enable you to answer questions completely)				
1. Name of Business Snowmass Acquisition Company LLC		Home Phone Number N/A	Cellular Number 917-916-7832	
2. Your Full Name (last, first, middle) Monzio, Craig L.		3. List any other names you have used None		
4. Mailing address (if different from residence) PO Box 10231, Aspen, CO 81612		Email Address cmonzio@related.com		
5. List current residence address. Include any previous addresses within the last <b>five</b> years. (Attach separate sheet if necessary)				
<b>Street and Number</b>		<b>City, State, Zip</b>		<b>From</b>
<b>To</b>				
719 E. Hopkins Avenue, Unit #101		Aspen, CO 81611		08/2010
				Present
6. List all employment within the last <b>five</b> years. Include any self-employment. (Attach separate sheet if necessary)				
<b>Name of Employer or Business</b>		<b>Address (Street, Number, City, State, Zip)</b>		<b>Position Held</b>
<b>From</b>		<b>To</b>		
Related Companies		60 Columbus Cir, New York, NY 10023		Vice President
				08/2013
CLM Consulting		719 E. Hopkins Ave #101, Aspen, CO 81611		Owner
				08/2012
Centurion Partners		720 E. Hyman Ave, Aspen, CO 81611		Vice President
				07/2010
		08/2012		
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
<b>Name of Relative</b>		<b>Relationship to You</b>		<b>Position Held</b>
<b>Name of Licensee</b>				
None				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>				
Please see Attachment A.				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)  Yes  No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)  Yes  No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)  Yes  No

**Personal and Financial Information**

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth: 07/04/1981    b. Social Security Number:    c. Place of Birth: Brooklyn, NY    d. U.S. Citizen:  Yes  No

e. If Naturalized, state where: N/A    f. When: N/A    g. Name of District Court: N/A

h. Naturalization Certificate Number: N/A    i. Date of Certification: N/A    j. If an Alien, Give Alien's Registration Card Number: N/A    k. Permanent Residence Card Number: N/A

l. Height: 5'-10"    m. Weight: 175#    n. Hair Color: Brown    o. Eye Color: Blue    p. Gender: Male    q. Race: White    r. Do you have a current Driver's License/ID? If so, give number and state.  Yes  No ; State: CO

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ Approx \$10,000 - Licensing costs only

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 0 - no personal funds used.

\* If corporate investment only please skip to and complete section (d)  
 \*\* Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
None			

d. Provide details of the corporate investment described in 14 b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

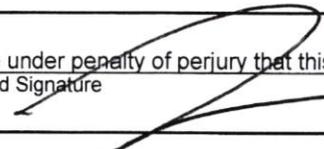
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Snowmass Acquisition Company LLC		Checking	Bank of America	Approx \$10,000

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
None				

**Oath of Applicant**

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature:     Print Signature: Craig L. Monzio    Title: Vice President    Date: 5/3/16



DR 8404-I (03/13/15)  
 COLORADO DEPARTMENT OF REVENUE  
 Liquor Enforcement Division  
 (303) 205-2300

## Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license

<b>Notice:</b> This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". <b>Any deliberate misrepresentation or material omission may jeopardize the license application.</b> (Please attach a separate sheet if necessary to enable you to answer questions completely)				
1. Name of Business Snowmass Acquisition Company LLC		Home Phone Number N/A	Cellular Number 970-366-2852	
2. Your Full Name (last, first, middle) D'Agostino, James A.		3. List any other names you have used None		
4. Mailing address (if different from residence) PO Box 17088, Snowmass Village, CO 81615		Email Address jdagostino@related.com		
5. List current residence address. Include any previous addresses within the last <b>five</b> years. (Attach separate sheet if necessary)				
<b>Street and Number</b>	<b>City, State, Zip</b>	<b>From</b>	<b>To</b>	
124 Harleston Green, Unit 48	Snowmass Village, CO 81615	04/2016	Present	
60 Carriage Way, Unit 3410	Snowmass Village, CO 81615	04/2015	04/2016	
3900 The Strand	Manhattan Beach, CA 90266	12/2013	04/2015	
85 Park Crest	Newport Coast, CA 92657	06/2013	12/2013	
135 Claredon Str, Apt 5H	Boston, MA 02116	06/2012	05/2013	
6. List all employment within the last <b>five</b> years. Include any self-employment. (Attach separate sheet if necessary)				
<b>Name of Employer or Business</b>	<b>Address (Street, Number, City, State, Zip)</b>	<b>Position Held</b>	<b>From</b>	<b>To</b>
Related Companies	16 Kearns Rd, Ste 301, TOSV, CO 81615	President	04/2015	Present
Suffolk Construction	550 S. Hope St, Los Angeles, CA 90071	Exec VP	05/2012	03/2015
Related Westpac	16 Kearns Rd, Ste 301, TOSV, CO 81615	Sr VP of Const.	04/2007	12/2011
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
<b>Name of Relative</b>	<b>Relationship to You</b>	<b>Position Held</b>	<b>Name of Licensee</b>	
None				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>				
Please see Attachment A.				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)  Yes  No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)  Yes  No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)  Yes  No

**Personal and Financial Information**

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 09/27/1950 b. Social Security Number \_\_\_\_\_ c. Place of Birth Morristown, NJ d. U.S. Citizen  Yes  No

e. If Naturalized, state where \_\_\_\_\_ f. When \_\_\_\_\_ g. Name of District Court N/A

h. Naturalization Certificate Number N/A i. Date of Certification N/A j. If an Alien, Give Alien's Registration Card Number N/A k. Permanent Residence Card Number N/A

l. Height 5'-8" m. Weight 205# n. Hair Color Grey o. Eye Color Brown p. Gender Male q. Race answer  Yes  No r. Do you have a current Driver's License/ID? If so, give number and state. State CO

14. Financial Information.  
 a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ Approx \$10,000 - Licensing costs only

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 0 - no personal funds used  
 \* If corporate investment only please skip to and complete section (d)  
 \*\* Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
None			

d. Provide details of the corporate investment described in 14 b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

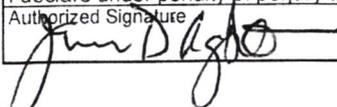
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Snowmass Acquisition Company LLC		Checking	Bank of America	Approx \$10,000

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
None				

**Oath of Applicant**

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature  Print Signature James A. D'Agostino Title President Date 5/3/16

# AFFIDAVIT

I, James A. D'Agostino, being first duly sworn, state that I am an applicant for a liquor license for Snowmass Acquisition Company LLC, Snowmass Village, Colorado; and that in connection with said application, I hereby state that I have not ever been convicted of a crime, fined, imprisoned, placed on probation, received a suspended sentence or forfeited bail for my offense in criminal or military court other than what has been reported within my application for said liquor license, except traffic violations which did not result in suspension or revocation of my driver's license or conviction of driving under the influence of alcoholic beverages.

This Affidavit is made for purpose of including the Local Liquor Licensing Authority of the Town of Snowmass Village, Colorado to approve the aforementioned liquor license application without the benefit of investigative reports from the Federal Bureau of Investigation and the Colorado Bureau of Investigation concerning any record that I may have with said agencies. This Affidavit is made with the knowledge and consent by me; and if this Affidavit for any reason proves to be false, the Snowmass Village Liquor Licensing Authority may revoke the license previously issued to me in reliance upon this Affidavit and said revocation may be accomplished without the necessity of any hearing.

*James A. D'Agostino*  
Signature of Applicant

State of Colorado }  
                                  } ss.  
County of Pitkin }

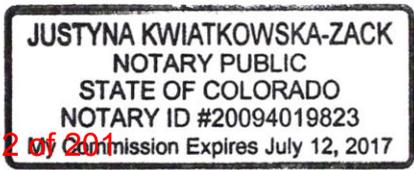
The foregoing Affidavit was subscribed and sworn to before me this 3rd day of May, 2016, by James A. D'Agostino

Witness my hand and official seal.

My commission expires 7.12.2017

*Justyna Kwiatkowska-Zack*  
Notary Public

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DR 8404-I (03/13/15)  
 COLORADO DEPARTMENT OF REVENUE  
 Liquor Enforcement Division  
 (303) 205-2300

## Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license

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1. Name of Business Snowmass Acquisition Company LLC		Home Phone Number 970-429-4051	Cellular Number 970-319-1589	
2. Your Full Name (last, first, middle) Varghese, John		3. List any other names you have used None		
4. Mailing address (if different from residence) PO Box 5308, Snowmass Village, CO 81615		Email Address jvarghese@related.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
<b>Street and Number</b>	<b>City, State, Zip</b>	<b>From</b>	<b>To</b>	
231 Bunting Court - Meadow Ranch	Snowmass Village, CO 81615	10/2011	Present	
110 Daly Lane	Snowmass Village, CO 81615	10/2010	09/2011	
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
<b>Name of Employer or Business</b>	<b>Address (Street, Number, City, State, Zip)</b>	<b>Position Held</b>	<b>From</b>	<b>To</b>
The Related Companies	60 Columbus Circle, New York, NY 10023	Controller	02/1997	Present
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
<b>Name of Relative</b>	<b>Relationship to You</b>	<b>Position Held</b>	<b>Name of Licensee</b>	
None				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>				
Please see Attachment A.				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)  Yes  No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)  Yes  No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)  Yes  No

**Personal and Financial Information**

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 10/28/1970		b. Social Security Number		c. Place of Birth Kerala, India		d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
e. If Naturalized, state where New York			f. When 05/07/1997		g. Name of District Court Eastern District Court, Brooklyn, NY		
h. Naturalization Certificate Number 22444665		i. Date of Certification 05/07/1997		j. If an Alien, Give Alien's Registration Card Number N/A		k. Permanent Residence Card Number N/A	
l. Height 5'-8"	m. Weight 165#	n. Hair Color Black	o. Eye Color Brown	p. Gender Male	q. Race Indian	r. Do you have a current Driver's License/ID? If so, give number and state <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No : State <u>CO</u>	

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ Approx \$10,000 - Licensing costs only

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 0 - No personal funds used.

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 \*\* Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
None			

d. Provide details of the corporate investment described in 14 b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

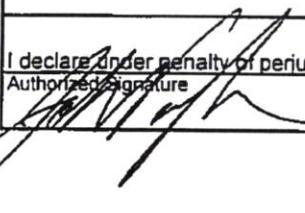
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Snowmass Acquisition Company LLC		Checking	Bank of America	Approx \$10,000

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
None				

**Oath of Applicant**

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature 	Print Signature John Varghese	Title Vice President	Date 5/3/2016
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AFFIDAVIT

I, John Varghese, being first duly sworn, state that I am an applicant for a liquor license for Snowmass Acquisition Company LLC, Snowmass Village, Colorado; and that in connection with said application, I hereby state that I have not ever been convicted of a crime, fined, imprisoned, placed on probation, received a suspended sentence or forfeited bail for my offense in criminal or military court other than what has been reported within my application for said liquor license, except traffic violations which did not result in suspension or revocation of my driver's license or conviction of driving under the influence of alcoholic beverages.

This Affidavit is made for purpose of including the Local Liquor Licensing Authority of the Town of Snowmass Village, Colorado to approve the aforementioned liquor license application without the benefit of investigative reports from the Federal Bureau of Investigation and the Colorado Bureau of Investigation concerning any record that I may have with said agencies. This Affidavit is made with the knowledge and consent by me; and if this Affidavit for any reason proves to be false, the Snowmass Village Liquor Licensing Authority may revoke the license previously issued to me in reliance upon this Affidavit and said revocation may be accomplished without the necessity of any hearing.

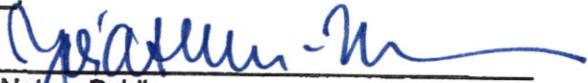
  
Signature of Applicant

State of Colorado }  
                                  } ss.  
County of Pitkin }

The foregoing Affidavit was subscribed and sworn to before me this 3<sup>RD</sup> day of May, 2016, by John Varghese

Witness my hand and official seal.

My commission expires 7.12.2017

  
Notary Public

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JUSTYNA KWIATKOWSKA-ZACK  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #20094019823  
My Commission Expires July 12, 2017

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*Sample Menu*

*Small Plates*

*Spring Rolls*

*Rice Paper filled with minced vegetables served fresh or fried*

*Edamame*

*Green soybeans served with special sauce*

*Lettuce Wraps*

*Stirred garlic, onion, soy sauce and rice wine vinaigrette*

*Dynamite Shrimp*

*Crispy shrimp coated with a rich creamy siracha mayo*

*Crab Rangoon*

*Deep fried crab stuffed dumpling served with house style sweet and sour sauce*

*Spare Ribs*

*Juicy pork ribs seasoned with a house rub, slowly smoked, then grilled and basted our BBQ sauce*

## **Traditional Dishes**

### ***Mongolian Beef***

*Stir-fry beef, with green onion, onions, and bell peppers, and our house made brown sauce*

### ***Beef and Broccoli***

*Stir-fry beef, broccoli, and carrots, served in a brown sauce*

### ***Generals Tso's Chicken***

*Boneless chicken fried and coated in a out house made sweet and spicy sauce*

### ***Sesame Chicken***

*Deboned, battered, and deep fried chicken, then tossed in a cornstarch and sake sweet sauce*

### ***Orange Chicken***

*Deep fried chicken tossed in a sweet orange chili sauce*

### ***Szechuan Shrimp***

*Stir-fried carrots, onion, celery, and bell peppers in a spicy chili sauce*

### ***Coconut Shrimp***

*Shrimp rolled in coconut beer batter and deep-fried. Served with a mustard horseradish sauce*

### ***Kung Pao Tofu***

*Stir - fried bell peppers, onion, zucchini, carrots, celery, and peanuts. Served with out secret Kung Pao sauce*

### ***Sweet and Sour Pork***

*Crispy deep fried pork served with sweet and sour sauce*

## *Sushi Menu*

### *Rolls*

#### *California*

*Imitation Crab, Cucumber, Avocado, Masago*

#### *House California*

*Real Crab, Cucumber, Avocado, Masago*

#### *Spicy Tuna*

*Spicy Tuna Mix, Cucumber, Avocado*

#### *Yellowtail*

*Yellowtail and Scallions*

#### *Spicy Yellowtail*

*Spicy Yellowtail Mix, Cucumber, Sprouts*

#### *Cucumber Roll*

#### *Avocado Roll*

#### *Chefs Vegetable Roll*

#### *Rotating Specialty Rolls*

*Ask Server For Daily Selection*

*Small Plates and Dishes*

*Cold Soba Noodles*

*Soba noodles tossed in cucumbers in a light creamy sauce*

*Seaweed Salad*

*Assorted seaweed served over cucumbers*

*Sunomono Salad*

*Pickled vegetables with crab and shrimp*

*Tako Salad*

*Smoked octopus salad*

*Shrimp Shumai*

*Fried shrimp dumplings*

*Tako-Yaki*

*Traditional Japanese ball shaped dumpling, made with octopus and a wheat based batter*

*Miso Soup*

*Traditional soy based Japanese soup*

*Tuna Tataki*

*Diced spicy tuna with masago, scallion, and seaweed salad*

*Chirashi Sushi*

*Mixed vegetables and fish over rice*

*Sashimi Plates*

*Thinly cut fish served over house sauce  
Choices: Yellow Tail, Salmon, Tako, and Tuna*

## Sake Menu

### **Akita Homare (dry)**

Smooth and mellow with a clean dry finish

### **Akita Seishu (medium dryness)**

Aroma of violets with hints of melon and cherry

### **Bunraku (dry)**

Full-bodied, with rich rice aroma

### **Fuji (dry)**

Aroma of tropical and citrus fruits

### **Ippongi (medium dryness)**

Medium-bodied with rich rice taste

### **Juyondai (medium dryness)**

Mild sweet aroma, with a light sweetness on the palate

### **Kaga Setsubai (very dry)**

Light-bodied, fruit forward with a dry finish

### **Shime-hari-tsuru**

Medium-bodied with a refreshing finish

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that,  
according to the records of this office,

Snowmass Acquisition Company LLC

is an entity formed or registered under the law of Delaware, has complied with all  
applicable requirements of this office, and is in good standing with this office. This entity has  
been assigned entity identification number 20111573838.

This certificate reflects facts established or disclosed by documents delivered to this office on  
paper through 04/29/2016 that have been posted, and by documents delivered to this office  
electronically through 05/02/2016 @ 12:52:14.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this  
official certificate at Denver, Colorado on 05/02/2016 @ 12:52:14 in accordance with applicable law.  
This certificate is assigned Confirmation Number 9629944.



A handwritten signature in blue ink that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



Colorado Secretary of State  
 Date and Time: 10/14/2011 10:07 AM  
 ID Number: 20111573838

Document must be filed electronically.  
 Paper documents will not be accepted.

Document processing fee  
 Fees & forms/cover sheets  
 are subject to change.

\$1.00

Document number: 20111573838  
 Amount Paid: \$1.00

To access other information or to print  
 copies of filed documents,  
 visit [www.sos.state.co.us](http://www.sos.state.co.us) and  
 select Business.

ABOVE SPACE FOR OFFICE USE ONLY

**Statement of Foreign Entity Authority**  
 filed pursuant to § 7-90-803 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number, the entity name, and the true name, if different, are

Entity ID number 20111573838  
*(Colorado Secretary of State ID number)*

Entity name Snowmass Acquisition Company LLC

True name \_\_\_\_\_  
*(if different from the entity name)*

2. The form of entity and the jurisdiction under the law of which the entity is formed are

Form of entity Foreign Limited Liability Company

Jurisdiction Delaware

3. The principal office address of the entity's principal office is

Street address 60 Columbus Circle  
*(Street number and name)*

New York NY 10023  
*(City) (State) (ZIP/Postal Code)*

United States  
*(Province - if applicable) (Country)*

Mailing address \_\_\_\_\_  
*(leave blank if same as street address) (Street number and name or Post Office Box information)*

\_\_\_\_\_  
*(City) (State) (ZIP/Postal Code)*

\_\_\_\_\_  
*(Province - if applicable) (Country)*

4. The registered agent name and registered agent address of the entity's registered agent are

Name \_\_\_\_\_  
*(if an individual) (Last) (First) (Middle) (Suffix)*

**OR**

*(if an entity)* Corporation Service Company

*(Caution: Do not provide both an individual and an entity name.)*

Street address

1560 Broadway

Suite 2090

(Street number and name)

Denver

(City)

CO

(State)

80202

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

CO

(State)

(ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

5. The date the entity commenced or expects to commence transacting business or conducting activities in Colorado is 10/14/2011.  
(mm/dd/yyyy)

6. (If applicable, adopt the following statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_.  
(mm/dd/yyyy hour:minute am/pm)

**Notice:**

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Orbison

Michael

60 Columbus Circle

(Last)

(First)

(Middle)

(Suffix)

(Street number and name or Post Office Box information)

New York

(City)

NY

(State)

10023

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

**WRITTEN CONSENT TO ACTION**  
**OF THE**  
**SOLE MEMBER OF**  
**SNOWMASS ACQUISITION COMPANY LLC**  
**IN LIEU OF A SPECIAL MEETING**

---

THE UNDERSIGNED, being the Sole Member of Snowmass Acquisition Company LLC, a Delaware Limited Liability Company (the "LLC"), does hereby waive any notice required by the laws of the State of Delaware, and takes the following resolution by written consent to action without a meeting:

RESOLVED, that and the following individual is hereby removed from the office set forth opposite his name below and is no longer an officer of the LLC:

Dwayne Romero      President

; and be it further

RESOLVED, that the James D'Agostino is hereby elected and appointed as the President of the LLC effective as of the date hereof, to hold such office until the next annual meeting of the LLC or until his successor has been duly elected and qualified.

IN WITNESS WHEREOF, the undersigned Sole Member has executed this Written Consent to Action as of the 16th day of March, 2015.

SOLE MEMBER:

Snowmass Holdco BV LLC

By: 

Name: Michael J. Brenner

Title: Executive Vice President

CURRENT H&R LICENSED PREMISES - OVERVIEW/ PATIO DETAIL

**SNOWMASS BASE VILLAGE**

**SCALE:** 3/32" = 1'-0"



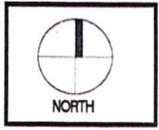
**FOOD/ BEVERAGE**

LOCAL NUMBER	2A-1
AREA: IN SQUARE FEET	2698'-0"
STORE FRONTAGE: IN LINEAR FEET	161'-0"
CEILING HEIGHT: TO BOTTOM OF SLAB	16'-4"
PATIO AREA	1870'-0"



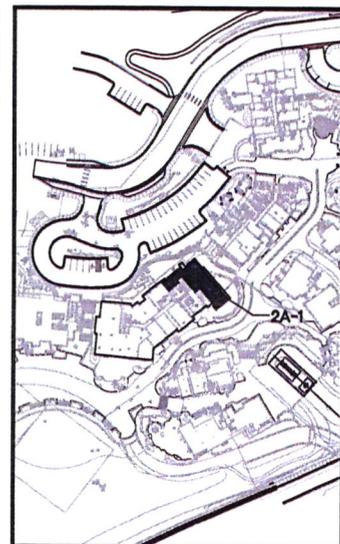
SNOWMASS  
 BASE  
 VILLAGE  
 CAPTIAL PEAK  
 LODGE  
 2A  
 SNOWMASS  
 VILLAGE,  
 COLORADO

THE DEVELOPER RESERVES THE RIGHT TO MAKE ANY MODIFICATIONS THAT THE DEVELOPER DEEMS NECESSARY. ALL DIMENSIONS AND AREAS SHOWN ON THESE PLANS ARE APPROXIMATE. \*AS-BUILT DIMENSIONS AND AREAS MAY VARY FROM THOSE SHOWN ABOVE.

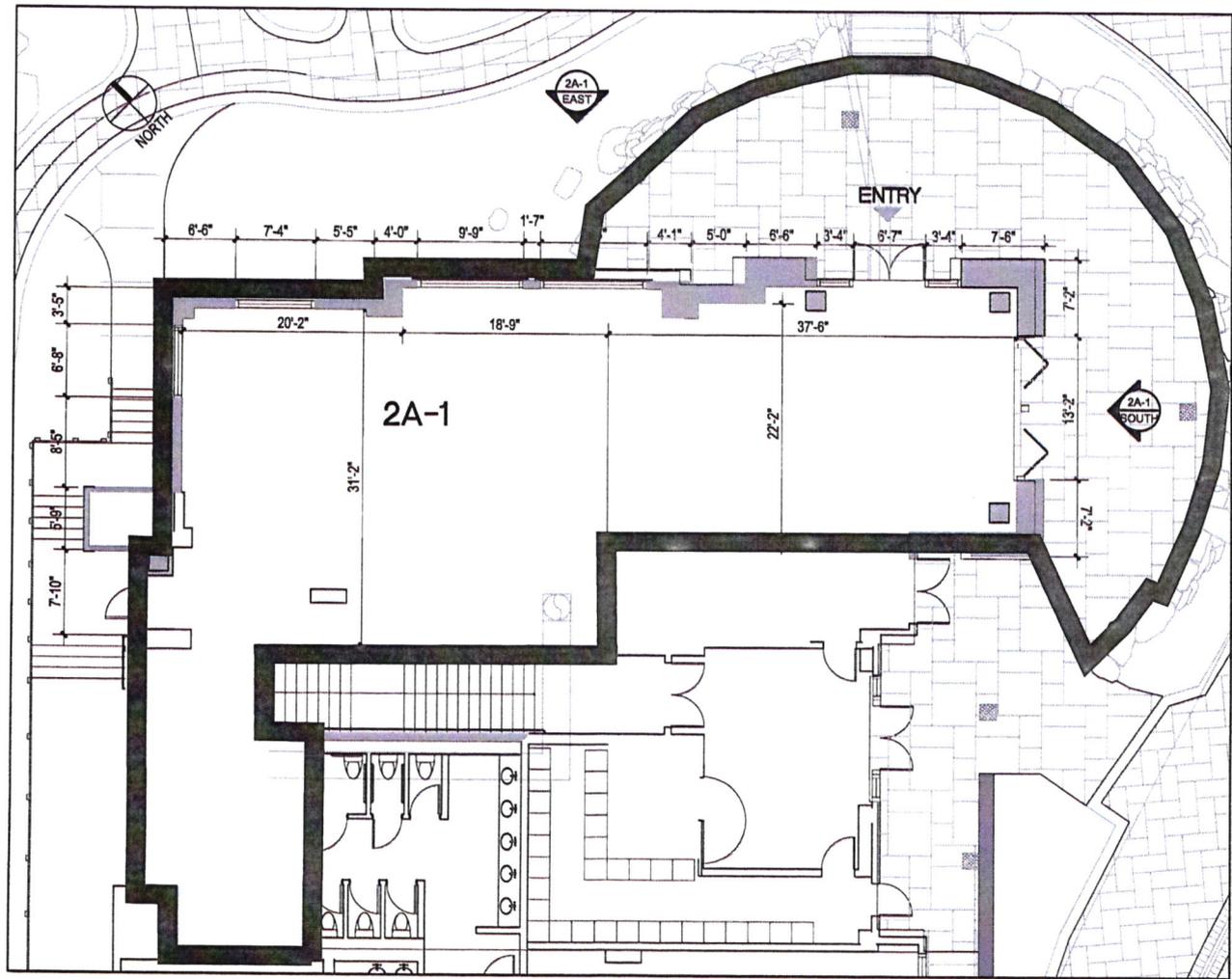


AUGUST 22, 2006

**2A-1**

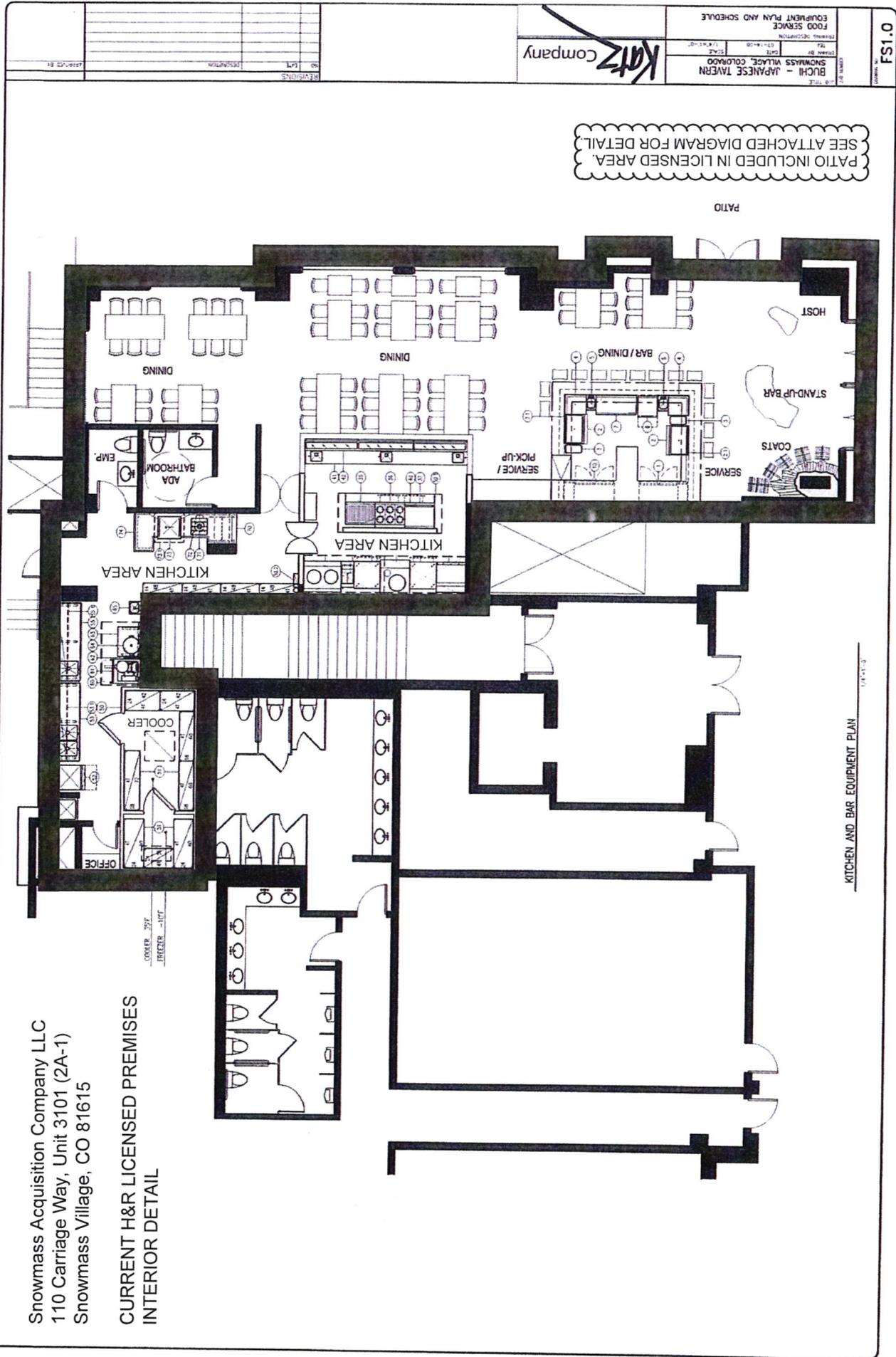


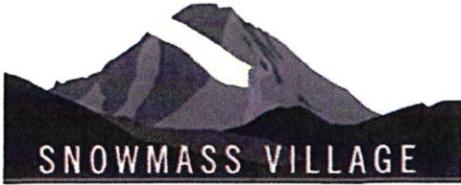
KEY MAP: NOT TO SCALE



Snowmass Acquisition Company LLC  
 110 Carriage Way, Unit 3101 (2A-1)  
 Snowmass Village, CO 81615

**CURRENT H&R LICENSED PREMISES  
 INTERIOR DETAIL**





- Application for NEW Business License ONLY
- Application for **CONTRACTOR'S** Business License  
( You also need a Contractor's License from Building & Planning)
- Application for Sales Tax License/New Business
- Application for RENEWAL of License
- Application for NEW Home Occupation License
- Application for Business Name Change

**PRINT OR TYPE YOUR INFORMATION**

Return Completed Form and Business License Fee of \$85.00 (\$42.50 if after August 1<sup>st</sup>) to: T.O.S.V. - P.O. Box 5010 - Snowmass Village, CO 81615 - FOR QUESTIONS: Phone (970) 923-3777 Fax (970) 923-6083.

1. BUSINESS NAME: TBD
2. CORPORATE NAME: Snowmass Acquisition Company LLC
3. **MANDATORY** LIST THE NAMES AND ADDRESSES OF ALL OTHER BUSINESSES/BRANCHES THAT YOU HAVE OPERATING WITHIN SNOWMASS VILLAGE. (ATTACH AN ADDITIONAL PAGE, IF NECESSARY.)
4. NAME/TITLE OF CONTACT PERSON Craig Monzio PHONE: (917)916-7832
5. BUSINESS PHONE: (970) 205-1947 EMERGENCY PHONE: \_\_\_\_\_
6. MAILING ADDRESS: PO Box 6565, Snowmass Village, CO 81615  
(required for all licenses) City State Zip
7. LOCAL P.O. BOX: PO Box 6565, Snowmass Village, CO 81615  
(if different from mailing address) City State Zip
8. PHYSICAL ADDRESS: 110 Carriage Way, Unit 3101, Snowamss Village, CO 81615  
City State Zip
9. LIST OWNER(S) AND/OR OFFICER(S): James D'Agostino, John Varghese, Craig L. Monzio
10. FAX: N/A
11. Email: cmonzio@related.com
12. WHICH OF THE FOLLOWING BEST DESCRIBES YOUR BUSINESS (Please circle one): LODGING, **RESTAURANT**, RETAIL, FESTIVAL VENDOR, SERVICES, CONTRACTOR, COMMERCIAL, OR OTHER. **DESCRIBE WHAT YOUR BUSINESS DOES/TYPE OF A CONTRACTOR** Hotel and Bar
13. IF YOU ARE APPLYING FOR A SALES TAX LICENSE ATTACH A COPY OF YOUR COMPANY'S COLORADO STATE SALES TAX NUMBER WITH THIS APPLICATION. WHAT IS YOUR FILING STATUS: \_\_\_\_\_ Monthly  Quarterly  
(You must choose monthly if you remit more than \$60.00 per month in sales taxes). Sales Tax Number 27184374-0004
14. Check here if your business is a home occupation, solicitor, or peddler.  
Seasonal  Year-Round

**\* A TIP FOR LOCAL BUSINESS OWNERS.** IF YOU ARE INTERESTED IN PURCHASING EMPLOYEE HOUSING NOW, OR IN THE FUTURE, KEEP COPIES OF YOUR OLD BUSINESS LICENSES FOR PROOF OF EMPLOYEMENT IN THE VILLAGE.

IF YOUR BUSINESS IS PHYSICALLY LOCATED WITHIN THE VILLAGE YOU MUST COMPLETE ALL OF THE PERTINENT INFORMATION BELOW IN ORDER TO OBTAIN A LICENSE (F YOU ARE A CONTRACTOR THIS IS N/A).

Restaurant : 120 Seating Capacity:

NUMBER OF EMPLOYEES: (include yourself and/or any other owner actively involved)

FULL-TIME: Winter \_\_\_\_\_ Summer \_\_\_\_\_ Year-Round \_\_\_\_\_

PART-TIME: Winter \_\_\_\_\_ Summer \_\_\_\_\_ Year-Round \_\_\_\_\_

DOES YOUR BUSINESS SERVE ALCOHOL?  Yes  No

Name of Liquor Manager: Craig Monzio

Liquor License Number: Pending

15. FORM COMPLETED BY: [Signature] Vice President (Title) 5/3/16 (Date)

State of Colorado By The Authority of

# Town of Snowmass Village

## Business Sales Tax License

Non-Transferable

License ID: 10528

State Tax ID: 271843740004

### Snowmass Acquisition Company, LLC dba TBD

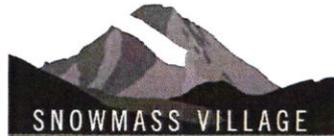
110 Carriage Way, Unit 3101  
Snowmass Village, CO 81615

1/1/2016 to 12/31/2016

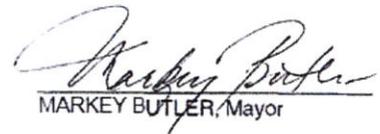
*The person, firm or corporation is hereby granted license pursuant to provisions of the Town of Snowmass Village Annual Business License and Sales Tax Ordinances affected, to transact, engage in, carry on or conduct business within the Town of Snowmass Village, CO, the business described for the period indicated hereon.*



Rhonda Coxon, Town Clerk



POST IN A CONSPICUOUS PLACE



MARKEY BUTLER, Mayor

CUT ALONG DOTTED LINE

#### Business Activity Description

Restaurant / Hotel

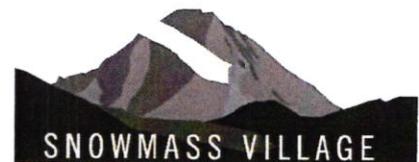
Date: 5/5/2016

#### License Charge Details

Issued: 5/5/2016

1	Annual Business Charge	Amount Paid:\$85.00
---	------------------------	---------------------

Snowmass Acquisition Company  
PO BOX 6565  
Snowmass Village, CO 81615



Town of Snowmass Village  
P.O. Box 5010  
Snowmass Village, CO 81615  
Phone: (970) 923-3777

INVOICE DATE	INVOICE NUMBER	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
05/04/2016	050416-LIQ LICENCE TRANSF	1,100.00		1,100.00
COLORADO DEPT OF REVENUE 1804220		1,100.00		1,100.00

Snowmass Acquisition Company L

PO Box 6565  
Snowmass Village, CO 81615

Bank of America  
Boston, MA

5-13/110

CHECK NUMBER

3509

DATE	AMOUNT
05/05/16	*****\$1,100.00

VOID AFTER 180 DAYS

THIS DOCUMENT HAS A COLORED BACKGROUND, AN ULTRAVIOLET FIBRE PAPER WITH MICROLINE PRINTING AND TRUE WATERMARK

PAY TO THE ORDER OF COLORADO DEPT OF REVENUE  
Colorado Department of Revenue  
Attn: Tax Dept.  
Denver, CO 80261-0008

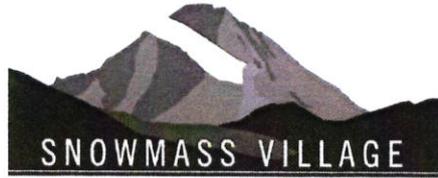
*Michael Brunner*  
AUTHORIZED SIGNATURE



License ID: 50056

Total Amount: \$825.00

State Tax ID: 271843740004



State of Colorado By The Authority of

# Town of Snowmass Village

## Temporary Restaurant / Hotel Liquor License

### To Sell At Retail Malt, Vinous & Spirituous Liquor

**Snowmass Acquisition Company dba TBD  
110 Carriage Way, Unit 3101, Snowmass Village, CO 81615**

*This License is to certify that the above establishment of the State of Colorado, has applied to sell Liquor at their premises, having paid the Town Treasurer the stated amount. Therefore, the applicant is hereby licensed to sell Liquors containing more than 3.2% Alcohol by weight for consumption on premise.*

*This License is issued subject to the Laws of the State of Colorado and especially under the provisions of Article 47 of Title 12, Colorado Revised Statutes, as amended.*

*This License is valid for the date period of 5/10/2016 to 09/06/16,  
unless revoked sooner as provided by Law.*

**IN TESTIMONY WHEREOF**, The Liquor Licensing Authority has hereunto subscribed its name by its officers duly authorized on \_\_\_\_\_.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Town of Snowmass Village  
Liquor Licensing Authority

**POST IN A CONSPICUOUS PLACE**

1 TOWN OF SNOWMASS VILLAGE  
2 LIQUOR LICENSING AUTHORITY  
3 REGULAR MEETING MINUTES  
4 APRIL 12, 2016  
5

6 CALL TO ORDER AT 4:00 P.M.  
7

8 LLA Board Chair Boineau called to order the Town of Snowmass Village Regular  
9 Liquor Licensing Authority (LLA) Meeting of April 12, 2016 at 3:58 p.m.  
10

11 Item No. 1: ROLL CALL  
12

13 LLA BOARD MEMBERS PRESENT: Deidre Boineau, Donna Aiken and Michelle  
14 Bates, Irene Greiser and Janine Barth  
15

16 LLA BOARD MEMBERS ASBENT: NONE  
17

18 STAFF PRESENT: Rhonda Coxon, Town Clerk; Brian Olson, Chief  
19 of Police and John Dresser, Town Attorney  
20  
21  
22  
23

24 Item No. 2: CLERK'S NEEDS LIST – None at this time  
25 -Rhonda Coxon  
26

27 Item No. 3: ANNUAL RENEWAL – ZANE'S TAVERN  
28 Expiration Date: May 21, 2016  
29 Registered Manager: Ed Zane  
30

31 LLA Board Member Greiser made a motion to approve the Annual Renewal for Zane's  
32 Tavern. It was seconded by LLA Board Member Bates and approved by a vote of 5 in  
33 favor to 0 opposed.  
34

35 Item No. 4: PUBLIC HEARING AND APPROVAL – SPECIAL EVENT PERMIT

36 Applicant: Colorado Brewers Guild

37 Event: Snowmass Rendezvous

38 Date: June 11, 2016

39 Location: Mall 45 Village Square, Ticket Pavillion and Base Village Event  
40 Lawn in Snowmass Village

41 Event Coordinator: Nicki Baumer  
42

43 LLA Board Chair Boineau opened the Public Hearing for Colorado Brewers Guild for  
44 June 11, 2016 at 4:00 p.m. Brian Olson, Chief of Police discussed the details of the one  
45 day Special Event for the Colorado Brewers Guild. He pointed out that the Special

46 Event Permit has not been approved at this time but stated that the security plans and  
47 the necessary details will be taken care before the event.  
48 LLA Board Chair Boineau closed the Public Hearing at 4:05 p.m. and made a motion to  
49 approve the Colorado Brewers Guild on June 11, 2016 conditioned upon the Special  
50 Event Permit being approved without any hick-ups. It was seconded by LLA Board  
51 Member Aiken and approved by a vote of 5 in favor to 0 opposed.

52  
53 Item No. 5: APPROVAL OF MINUTES - Minutes for March 08, 2016

54  
55 LLA Board Chair Boineau made a motion to approve the Minutes for March 8, 2016. It  
56 was seconded by LLA Board Member Bates and approved by a vote of 4 in favor to 0  
57 opposed. LLA Board Member Barth was not in attendance at this meeting.

58  
59 Item No. 6: LIQUOR LICENSEE LIST – Rhonda Coxon reported that she has not  
60 received the lease information from Reed Lewis of the Daly Bottle Shop to date.

61  
62 The next scheduled LLA Board Meeting will be May 10<sup>th</sup> at 4:00 p.m. LLA Chair  
63 Boineau stated that she will not be present at this meeting.

64  
65 Item No. 7: ADJOURNMENT

66  
67 There being no further business LLA Board Chair called for a motion to adjournment  
68 and Board Member Aiken so moved to adjourn the Regular Meeting of the Liquor  
69 License Authority on Tuesday, April 12, 2016 at 4:06 p.m. It was seconded by LLA  
70 Board Member Bates and the motion was approved by a vote of 5 in favor to 0  
71 opposed.

72  
73 Submitted By

74  
75  
76 \_\_\_\_\_  
77 Rhonda B. Coxon, CMC

78  
79  
80  
81

TOWN OF SNOWMASS VILLAGE  
LIQUOR LICENSEE LIST  
(Updated 04-21-2016)

1. Anderson Ranch Arts Center  
P.O. Box 5598  
Snowmass Village, CO 81615  
Arts License  
[License No](#)  
Jessica Cerise (**Designated TIPS Server**)  
[jcerise@andersonranch.org](mailto:jcerise@andersonranch.org)  
Telephone: 923-3181 Ext: 209  
Registered Manager: Jessica Cerise  
**Renewal Date: 11-20-2016**  
State Renewal Fee: \$308.75  
Town Renewal Fee: \$191.25  
Certification Expiration Date: 9-23-2018  
**PREMISES OWNED**
  
2. Artisan, The/ Stonebridge Inn  
P.O. Box 5008  
Snowmass Village, CO 81615  
Hotel & Restaurant  
[License No](#)  
Todd Heintz (**Designated TIPS Server**)  
[theintz@destinationhotels.com](mailto:theintz@destinationhotels.com)  
Telephone: 923-2420 Fax=923-5889  
Registered Manager: Todd Heintz  
**Renewal Date: 11-02-2016**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Certification Expiration Date: 01-16-2017  
517-214-8983  
**PREMISES OWNED**
  
3. Base Camp Bar & Grill Liquidated, LLC  
P.O. Box 6545  
73 Wood Rd., Units 1100 & 1200  
Snowmass Village, CO 81615  
Hotel & Restaurant  
[License No](#)  
Brad Kennington (**Designated TIPS Server**)  
970-948-7150  
Telephone: 970-948-7150  
Registered Manager: David Dugan  
Restaurant; 970-923-6000  
**Renewal Date: 10-03-2016**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Certification Expiration Date: 10-09-2018  
**LEASE EXPIRES = 05-01-2017**  
[scalliham@basecampsnowmass.com](mailto:scalliham@basecampsnowmass.com);  
[ddugan@basecampsnowmass.com](mailto:ddugan@basecampsnowmass.com)
  
4. Base Village Conference Center  
Snowmass Acquisition Company LLC  
P.O. Box 6565  
Snowmass Village, CO 81615  
Tavern/City  
[License No](#)  
Rick Lang (**Designated TIPS Server**)  
Bia Hoi-4Below, LLC  
P.O. Box 5886  
Snowmass Village, Co 81615  
Hotel & Restaurant  
[License No](#)  
(**Designated TIPS Server**) Jeffrey Armstrong  
Telephone 970-970-923-8000  
Registered Manager: Ashley Lynch  
**Renewal Date: 05-29-2016**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
**PREMISES OWNED**  
Certification Expiration Date: 12/09/18  
Telephone: Restaurant 970-429-8796  
Registered Manager: Jeffrey Armstrong  
**Renewal Date: 10-05-2016**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Certification Expiration Date: 06-07-17

LEASE EXPIRES = 04-30-2019

5. Big Hoss Grill, LLC  
P.O. Box 5698  
Snowmass Village, CO 81615  
Hotel & Restaurant  
License No \_\_\_\_\_  
Teri Harrison (Designated TIPS Server)  
[zgstevesklar@yahoo.com](mailto:zgstevesklar@yahoo.com)  
Telephone 274-2122  
Registered Manager: Steve Sklar  
**Renewal Date: 09-28-2016**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Certification Expiration Date: 07-28-17  
LEASE EXPIRES = 10-2016
6. Daly Bottle Shop  
P.O. Box 5899  
Snowmass Village, CO 81615  
Retail Liquor Store  
License No \_\_\_\_\_  
Kimberly Anderson (Designated TIPS Server)  
[rstrath@yahoo.com](mailto:rstrath@yahoo.com)  
Telephone: 923-4100 (720-254-5773 Anderson)  
Registered Manager: Kim Anderson  
**Renewal Date: 09-10-2016**  
State Renewal Fee: \$227.50  
Town Renewal Fee: \$172.50  
Certification Expiration Date: 09/2016  
**LEASE EXPIRES = 10-31-2015**
7. Edge Restaurant & Bar  
P.O. Box I-2  
Snowmass Village, CO 81615  
Hotel & Restaurant  
License No \_\_\_\_\_  
Jason DeBacker (Designated TIPS Server)  
[mharris@thetimberline.com](mailto:mharris@thetimberline.com)  
Telephone: 970-923-4004  
Registered Manager: Jason DeBacker-Mary Harris  
**Renewal Date: 01-12-2017**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Certification Expiration Date: 11/29/2017  
LEASE EXPIRES = 10-09-2020
8. Elk Camp Restaurant/ASC  
P.O. Box 1248  
Aspen, CO 81612  
Hotel & Restaurant w/Optional Premises  
License No \_\_\_\_\_  
Kirk Dieter Schindler (Designated TIPS Server)  
[abpreis@aspensnowmass.com](mailto:abpreis@aspensnowmass.com)  
Telephone: 970-300-7158  
Registered Manager: Kirk Dieter Schindler  
**Renewal Date: 04-29-2017**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$300.00  
Certification Expiration Date: 11/05/17  
**PREMISES OWNED**
9. Gutterball, LLC  
P.O. Box 6022  
Snowmass Village, CO 81615  
Tavern  
License No \_\_\_\_\_  
Mark Reese (Designated TIPS Server)  
[reeceorama@aol.com](mailto:reeceorama@aol.com)  
Telephone: 239-289-6555 970-429-8839  
Registered Manager: Mark Reese  
**Renewal Date: 06-05-2016**  
State Renewal Fee: \$500.00  
Town renewal Fee: \$225.00  
Certification Expiration Date: 05/06/2017  
LEASE EXPIRES = 11-30-2017
10. High Alpine Restaurant  
P.O. Drawer 6400  
Snowmass Village, CO 81615  
Hotel & Restaurant  
License No \_\_\_\_\_  
Gwyn Knowlton, Asst. mgr.  
Whitney Gordon-DeLuca  
(Designated TIPS Server)  
[gwynshighalpine@gmail.com](mailto:gwynshighalpine@gmail.com)  
[geoaspen@gmail.com](mailto:geoaspen@gmail.com)  
Telephone: 923-3311/923-3318  
George Gordon's Cell - 379-1681  
Registered Manager: George Gordon  
**Renewal Date: 12-02-2016**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Certification Expiration Date: 10-14-2016  
LEASE EXPIRES = 10-09-2020

11. Il Poggio Restaurant  
P.O. Box 5965  
Snowmass Village, CO 81615  
Hotel & Restaurant  
License No
- Jeffrey "Ted" Greene (Designated TIPS Server)  
[greenes201@comcast.net](mailto:greenes201@comcast.net)  
[breese@sopris.net](mailto:breese@sopris.net)
- Telephone: 923-4292 or 925-4016  
or Chris Blachly, Owner = 963-9499  
Registered Manager: Jeffrey "Ted" Greene  
**Renewal Date: 11-24-2016**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Certification Expiration Date: 06-03-2017  
**LEASE EXPIRES = 04-30-19**
12. Krabloonik Restaurant  
P.O. Box 5517  
Snowmass Village, CO 81615  
Hotel & Restaurant  
License No.  
Regina Phillips  
Regina Phillips (Designated TIPS Server)  
[gina@krabloonik.com](mailto:gina@krabloonik.com)  
**LEASE EXPIRES = 12-31-2016**
- Telephone: 923-3953 ext. 203  
Registered Manager: Gina Phillips  
**Renewal Date: 03-26-2017**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Office Manager 923-3953 F=923-0246  
Certification Expiration Date: 08-15-18
13. Little Mammoth Steak House  
P.O. Box 5212  
Snowmass Village, CO 81615  
Hotel & Restaurant  
License No  
Petar Milinovic (Designated TIPS Server)  
[petar@littlemammothsteakhouse.com](mailto:petar@littlemammothsteakhouse.com)
- Telephone: 970-923-8892  
Registered Manager: Petar Milinovic: 305-710-1644  
**Renewal Date: 01-06-2017**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Certification Expiration Date: 01-16-17  
**LEASE EXPIRES = 05/2017**
14. Lynn Britt Cabin/ASC  
P.O. Box 1248  
Aspen, CO 81612  
Hotel & Restaurant  
License No  
John Pfautz (Designated TIPS Server)  
[abpreis@aspensnowmass.com](mailto:abpreis@aspensnowmass.com)
- Telephone: 923-0479  
Registered Manager: John Pfautz  
**Renewal Date: 12-20-16**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Certification Expiration Date: 11-20-2018
- PREMISES OWNED**
15. New Belgium Ranger Station  
P.O. Box 17108  
Snowmass Village, CO 81615  
Hotel & Restaurant  
License No  
Patrick Wasserman  
(Designated TIPS Server)  
[patrick@rangerstation.org](mailto:patrick@rangerstation.org)
- Telephone: 970-236-6277 Ranger Station  
Registered Manager: Patrick Wasserman  
**Renewal Date: 11-05-2016**  
State Renewal Fee: \$600.00-Storage  
Town Renewal Fee: \$225.00  
Certification Expiration Date: 9-09-2016  
**LEASE EXPIRES: 04-30-2018**  
401-263-5723 -Wasserman

16. Ricard Brasserie and Liquor Bar  
Snowmass Acquisition Company.  
P.O. Box 6565  
Snowmass Village, CO 81615  
Hotel & Restaurant  
License N  
Katherine Danielle Becker  
(Designated TIPS Server)  
[danielle.becker@viceroyssnowmass.com](mailto:danielle.becker@viceroyssnowmass.com)  
Telephone: 970-923-8000  
Restaurant Number 970-429-4163  
Registered Manager: Katherine Danielle Becker  
**Renewal Date: 09-08-2016**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Certification Expiration Date: 06-19-17  
**PREMISES OWNED**
17. Sam's Smokehouse/ASC  
P.O. Box 1248  
Aspen, CO 81612  
Hotel & Restaurant  
License No  
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Britt Miller  
(Designated TIPS Server)  
[abpreis@aspensnowmass.com](mailto:abpreis@aspensnowmass.com)  
Telephone: 925-1220/309-5108 Linda Edward  
Registered Manager: Britt Miller  
0563 Light Hill Rd. - Basalt, CO 81621  
**Renewal Date: 12-10-2016**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Certification Expiration Date: 11/19/16  
**PREMISES OWNED**
18. Silvertree F & B Operator, LLC  
D/B/A Westin Snowmass Resort  
P.O. Box 5009  
Snowmass Village, Co 81615  
License Nc  
Hotel & Restaurant  
Allison Campbell (Designated TIPS Server)  
[jim.morrissey@westinsnowmass.com](mailto:jim.morrissey@westinsnowmass.com)  
Telephone: 970-923-8240 Mgr 970-618-937  
Registered Manager: Allison Campbell  
**Renewal Date: 12-15-2016**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Certification Expiration Date: 12/04/16  
**LEASE EXPIRES = 06-30-17**
19. Snowmass Club/Toll Bros.  
P.O. Drawer G2  
Snowmass Village, CO 81615  
Hotel & Restaurant w/Optional Premises  
License No  
  
Donald Smith (Designated TIPS Server)  
Telephone: 923-5600  
Registered Manager: Donald Andrew Smith  
[dsmith@tollbrothersinc.com](mailto:dsmith@tollbrothersinc.com)  
**Renewal Date: 08-13-16**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$300.00  
**PREMISES OWNED**  
Certification Expiration Date: 03-02-16
20. Snowmass Hospitality LLC  
d/b/a Snowmass Mountain Chalet  
P.O. Box 6565  
Snowmass Village, CO 81615  
Hotel & Restaurant/Tavern  
License No  
Scott Hirsch (Designated TIPS Server)  
[jvarghese@Related.com](mailto:jvarghese@Related.com)  
Telephone: 970-205-1947  
Registered Manager: Scott Hirsch  
**Renewal Date: 11-04-2016**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
**PREMISES OWNED**  
Certification Expiration Date: 10/20/18
21. Snowmass Western Heritage Assn.  
P.O. Box 5745  
Snowmass Village, CO 81615  
Optional Premises  
License Nc  
Telephone: 970-923-8898  
e-mail [darcevoid@snowmassrodeo.org](mailto:darcevoid@snowmassrodeo.org)  
Registered Manager: Darce Vold 719-250-5010  
**Renewal Date: 11-01-2016**  
State Renewal Fee: \$600.00

Inga Clayton (Designated TIPS Server)

22. Spider Sabich Race Arena/ASC  
P.O. Box 1248 - Aspen, CO 81612  
Hotel & Restaurant  
License No

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David Gray (Designated TIPS Server)  
[abpreis@aspensnowmass.com](mailto:abpreis@aspensnowmass.com)

23. Stew Pot, The  
P.O. Box 5868  
Snowmass Village, CO 81615  
Hotel & Restaurant  
License No  
Fletcher Duke 662-347-0437  
(Designated TIPS Server)  
[fletcherduke@hotmail.com](mailto:fletcherduke@hotmail.com)

24. Sundance Retail Liquor Store  
P.O. Box 6280  
Snowmass Village, CO 81615  
Retail Liquor Store  
License No  
Andrew Wicks (Designated TIPS Server)  
[barb@sundancewine.com](mailto:barb@sundancewine.com)

25. Taster's Restaurant  
P.O. Box 6562  
Snowmass Village, CO 81615  
Beer & Wine  
License No.  
David Kamataris (Designated TIPS Server)  
[hh.tasters@gmail.com](mailto:hh.tasters@gmail.com)

26. Turks Productions, LLC d/b/a Turks  
P.O. Box 2330  
Basalt, CO 81621  
Tavern  
License No  
Timothy F. Lucca (Designated TIPS Server)  
[turk@sopris.net](mailto:turk@sopris.net)

27. Two Creeks Mexican Cafe/ASC  
P.O. Box 1248  
Aspen, CO 81612  
Hotel & Restaurant  
License No  
Lynda Edwards F & B (Designated TIPS Server)  
[abpreis@aspensnowmass.com](mailto:abpreis@aspensnowmass.com)

Town Renewal Fee: \$300.00  
Certification Expiration Date: 6/4/16  
LEASE EXPIRES = 11-2018  
Telephone: 923-1220/Office = 923-0465/Kitchen  
Registered Manager: David Gray  
**Renewal Date: 09-06-2016**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Certification Expiration Date: 05-09-2018  
**PREMISES OWNED**

Telephone: 923-2263 @ the Restaurant  
Registered Manager: Fletcher Duke  
**Renewal Date: 11-17-2016**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Certification Expiration Date: 11-10-2018  
LEASE EXPIRES = 04-15-2016

Telephone: 923-5890 X2 F=923-7995  
Registered Manager: Steve Wicks  
**Renewal Date: 04-11-2017**  
State Renewal Fee: \$227.50  
Renewal Fee: \$172.50  
Certification Expiration Date: 02-2019  
LEASE EXPIRES = 02-14-2024

Telephone: 923-5250 C=618-6797 Stacey  
Registered Manager: Stacey Forster  
**Renewal Date: 06-04-2016**  
State Renewal Fee: \$351.25  
Town Renewal Fee: \$198.75  
Certification Expiration Date: 01-16-2017  
LEASE EXPIRES = 04-2016

Telephone: 970-429-4761  
Registered Manager: Timothy Lucca  
**Renewal Date: 12-16-2016**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Certification Expiration Date:  
LEASE EXPIRES = 10-31-17

Telephone: 923-1220  
Registered Manager: Lynda Edwards  
**Renewal Date: 05-30-2017**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Certification Expiration Date: 11/20/2018  
**PREMISES OWNED**

28. Ullrhof Restaurant  
P.O. Box 1248  
Aspen, CO 81612  
Hotel & Restaurant  
**License No.**  
Paul Vallejos (Designated TIPS Server)  
[abpreis@aspensnowmass.com](mailto:abpreis@aspensnowmass.com)  
Telephone: 300-7158  
Registered Manager: Paul Vallejos  
**Renewal Date: 11-18-2016**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Certification Expiration Date: 07-21-2016  
**PREMISES OWNED**
29. Up 4 Pizza/ASC  
P.O. Box 1248  
Aspen, CO 81612  
Hotel & Restaurant  
**License No.**  
Lee Solomon (Designated TIPS Server)  
[abpreis@aspensnowmass.com](mailto:abpreis@aspensnowmass.com)  
Telephone: 923-1220  
Registered Manager: Lee Solomon  
**Renewal Date: 09-05-2016**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Certification Expiration Date: 11/19/2016  
**PREMISES OWNED**
30. Tacos of Snowmass, LLC  
**Venga Venga Cantina & Tequila Bar**  
P.O. Box 5428  
Snowmass Village, CO 81615  
Hotel & Restaurant  
**License No**  
Jacob M. Weber (Designated TIPS Server)  
[sivy@richardsandoval.com](mailto:sivy@richardsandoval.com)  
Telephone: 970-923-7777  
Shayna Ivy – 720-299-3249  
Registered Manager: Shayna Ivy  
**Renewal Date: 12-01-2016**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Certification Expiration Date: 06-30-2017  
**LEASE EXPIRES = 08-31-2020**
31. Viceroy Hotel, The  
P.O. Box 6985  
Snowmass Village, CO 81615  
Hotel & Restaurant  
**License No.**  
Rick Lang (Designated TIPS Server)  
[RICK.LANG@VICEROYSNOWMASS.COM](mailto:RICK.LANG@VICEROYSNOWMASS.COM)  
Telephone: 970-456-3744 Rick Lang  
Registered Manager: Rick Lang  
**Renewal Date: 03-27-2017**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Certification Expiration Date: 12-09-2018  
**PREMISES OWNED**
32. Village Barn LLC d/b/a Slice  
P.O. Box 6545  
Snowmass Village, CO 81615  
Hotel & Restaurant  
**License No.**  
Rafajlovic Nenad (Designated TIPS Server)  
[scalliham@basecampsnowmass.com](mailto:scalliham@basecampsnowmass.com); [ddugan@basecampsnowmass.com](mailto:ddugan@basecampsnowmass.com);  
[cburrows@basecampsnowmass.com](mailto:cburrows@basecampsnowmass.com); [nenadrafa@yahoo.com](mailto:nenadrafa@yahoo.com)  
Telephone: 970-948-7150  
Registered Manager: Scott Calliham  
**Renewal Date: 12-18-2016**  
State Renewal Fee: \$500.00  
Town Renewal: \$225.00  
Certification Expiration Date: 03-01-2019  
**LEASE EXPIRES = 10-31-2017**
33. Mountain Bayou, LLC  
P.O. Box 6432  
Snowmass Village, CO 81615  
Hotel & Restaurant  
**License No.**  
Lynn Wemert (Designated TIPS Server)  
[carterroso@hotmail.com](mailto:carterroso@hotmail.com)  
Telephone: 970-319-2662  
Registered Manager: Jason Neilson  
**Renewal Date: 03-09-2017**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Certification Expiration Date 12-09-2017  
**LEASE EXPIRES = 11-01-2017**

34. Wildwood F & B Operators, LLC  
d/b/a Holiday Inn Express Snowmass Village  
P.O. Box 5037  
Snowmass Village, CO 81615  
Hotel & Restaurant  
License No \_\_\_\_\_  
Anissa V. House (Designated TIPS Server)  
[jim.morrissey@westinsnowmass.com](mailto:jim.morrissey@westinsnowmass.com)

Telephone: 970-923-8400/ 970-923-8283  
Registered Manager: James Morrissey  
**Renewal Date: 12-20-2016**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
**LEASE EXPIRES = 06-30-2017**  
Certification Expiration date 12/02/2017

35. Zane's Tavern - Avalon West LLC  
54 Twin Ridge Drive  
Aspen, CO 81611  
Hotel & Restaurant  
License No \_\_\_\_\_  
Ed Zane (Designated TIPS Server)  
[annazane@aol.com](mailto:annazane@aol.com); [eddiezane@aol.com](mailto:eddiezane@aol.com)

Telephone: 379-2522 F=920-2662  
Registered Manager: Edward W. Zane, Jr.  
**Renewal Date: 05-21-2017**  
State Renewal Fee: \$500.00  
Town Renewal Fee: \$225.00  
Certification Expiration Date 10/16/2017  
**LEASE EXPIRES = 04-01-2017**