

Ken-Caryl Ranch Open Space

(Owned by the Ken-Caryl Ranch Master Association and the Ken-Caryl Ranch Metropolitan District and managed by the Ken-Caryl Ranch Master Association Open Space Staff)

7676 South Continental Divide Road, Littleton, CO 80127; 303-979-1876 ext. 463

Special Event Agreement

(Completed event agreements must be submitted at least 60 days prior to event)

Activities are scheduled ONLY AFTER Ken-Caryl Ranch Master Association's receipt of completed Special Event Agreement, and fee payment if required.

Location of event (attach map) _____

Official name of your group(s) _____

Number of: motor vehicles _____ horses _____ bicycles _____ participants _____

Number of Ken-Caryl Ranch Master Association Members participating in the Event: _____

(Note: Event must be sponsored by and include Ken-Caryl Ranch Master Association Members. See Signatures section at end of application)

Description of event

Dates of event _____

Time of arrival _____ am/pm Time of departure _____ am/pm

RESPONSIBLE PERSON

Name _____

Address _____

City _____

State _____ Zip _____

Phone# _____ H _____ W

Fax# _____

DISCLOSURE

1. Will your event impact public right-of-way, private properties, or surrounding landowners or businesses?

Yes _____ No _____

If "Yes", please describe:

2. Do you wish to sell non-food items at this event?

Yes _____ No _____

3. Do you wish to sell food items at this event?

Yes _____ No _____

4. Will a fee or donation be collected?

Yes _____ No _____

If yes, how much is the participant fee? _____

5. Type of organization?

Not-for-profit _____ Commercial _____ Gov't _____ Other _____

6. Do you wish to use motor vehicles for the event?

Yes _____ No _____

If yes, describe why needed _____

CONDITIONS

1. No implied rights or reservations are granted as to camping, use of picnic shelters or other facilities. Admission is on a first come first served basis.
2. All participants in the event agree to abide by and obey all rules and regulations of Ken-Caryl Ranch Open Space (KCROS), and any regulation that may apply.
3. All signs, banners, markers are to be set on a temporary basis only with permission of park open space staff and need to be approved by the Ken-Caryl Ranch Master Association (KCRMA) Architectural Review Committee two weeks prior to the event, may be placed no sooner than ___ days before the event, and must be removed at the end of the event.
4. Approval to hold this event does not imply that extra services will be provided nor does it place any additional liabilities on KCRMA or the Ken-Caryl Ranch Metropolitan District (KCRMD).
5. The permittee agrees to provide flyers regarding the event one week prior to the event should open space staff determine it is necessary to minimize conflicts.
6. The permittee agrees to hold harmless and indemnify KCRMA and KCRMD, and their respective directors, officers, employees, agents, and associated parties (collectively the "Protected Parties") from any claim, loss, liability, damage, death, or injury (including attorneys fees incurred by the Protected Parties in defending the same) to persons or property occurring as a result of this event.
7. The permittee shall supply all necessary manpower and equipment to safely conduct the event. The permittee shall be responsible for any and all damage to open space resources and/or facilities that result from this event.
8. All county and state statutes apply.
9. The area in which the event takes place shall be cleaned up and restored to its prior condition.
10. KCRMA maintains the right and authority to amend or cancel this permit at any time should the applicant fail to abide by conditions agreed to or if public health, safety and welfare so dictate.
11. The permittee may be assessed an Event Fee for extra services provided by KCRMA. Payment, if required, is due upon submittal of this application unless other arrangements have been approved.
12. Event must be held within established open space hours.
13. This permit does not grant exclusive use of the site. Permittee shall ensure that the rights and privileges of other open space users are recognized.
14. Permittee must demonstrate possession of applicable permits at all times during the permitted event and present such permits upon request.
15. If approved, motor vehicle use may be denied on day of event if trail/road conditions are muddy. In addition, permittee agrees to mark vehicle with pre-approved signage that is supplied by permittee.
16. Equestrian events- If the event is approved, permittee agrees to remove manure from trail tread within one hour of the end of the event. Groups cannot exceed 12 horses and riders. If group is larger, it will be divided into smaller groups with ten minutes of separation between the groups.

ADVERTISING

Will this activity be publicized on radio, TV, website, in newspapers or posted in public places?

Yes _____ No _____

(any advertising done by the permittee which identifies KCROS must have prior approval)

FEE

Upon approval of your event application a \$25.00 fee is required unless approved as a non-fee activity.

If additional fees are required to facilitate your activity you will be notified by appropriate staff. If additional fees are agreed upon, they will be itemized and invoiced. Payment on the first invoice is due prior to your event. Payment on the second invoice (if required) is due upon receipt of the invoice.

Fees may include:

- 1. Permit fee of a minimum of \$25.00.**
- 2. A percentage of profits generated within open space: 5% of gross revenues or negotiated flat fee.**
- 3. Operational fee to reimburse KCRMA for staff time and equipment if assigned to your event: Ranger/Maintenance \$25.00 per hour.**

INSURANCE

If determined by KCRMA and KCRMD the responsible person holding the event will submit a certificate of insurance indicating coverage in the following amounts;

Workers' Compensation:

Statutory (if required by law)

Employers Liability Limits:

Bodily Injury by Accident - Each Accident	\$1,000,000
Bodily Injury by Disease - Each Employee	\$1,000,000
Bodily Injury by Disease - Policy Limit	\$1,000,000

General Liability Limits:

- \$1,000,000 Each Occurrence Limit
- \$1,000,000 Personal Advertising and Injury Limit
- \$300,000 Fire Legal Liability Limit
- \$2,000,000 General Aggregate Limit (other than products - completed operations)
- \$2,000,000 Products & Completed Operations

Comprehensive Automobile Liability:

\$1,000,000 combined single limit

Commercial Umbrella:

Umbrella Limits must be at least \$1,000,000

Permittee insurance shall name KCRMA, and if appropriate, KCRMD, as Additional Insured on the general liability, auto liability and umbrella liability coverages. They shall apply as Primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by or provided to, the additional insured.

All policies shall contain a Waiver of Subrogation on behalf of KCRMA, and if appropriate KCRMD. In addition, the policies shall specify that KCRMA, and if appropriate KCRMD will be provided with 30 days notice of cancellation or non-renewal, except 10 days notice for non-payment of premium. Permittee will provide a Certificate of Insurance confirming the required coverage to KCRMA at least 5 days prior to the event. KCRMA has the right to amend these requirements depending on the type of event.

Are you an insured government agency? Yes _____ No _____

PROOF OF INSURANCE MUST BE SUBMITTED TO KCRMA PRIOR TO THE EVENT

SIGNATURES

PERJURY STATEMENT: I (we) hereby swear or affirm under penalty of perjury that the information given here is true and correct.

Signature of applicant: _____ Date _____

Signature and contact information of Sponsor: _____

Name: _____ Date: _____

Address: _____

Phone Number: _____

The signed or typed (for when this agreement is returned to KCRMA via email) signature above indicates this individual accepts responsibility for the event and agrees to the terms and conditions of this agreement. Return signed original agreement to KCRMA, fax signed agreement to 303-948-8891, or email signed agreement to seanw@kcranch.org. A completed original, facsimile, or an agreement returned to KCRMA by email all constitute binding contracts.

KCRMA STAFF USE ONLY

Fee event _____ Non-fee event _____

Insurance required: Yes _____ No _____

Staff action: Approved _____ Denied _____

Open Space Committee action: Approved _____ Denied _____

KCRMA Board action: Approved _____ Denied _____

KCRMD Board action: Approved _____ Denied _____

Release of liability and indemnification required

For each participant: Yes _____ No _____

Comments:

Signature _____ Date _____