

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be Nonprofit and One of the Following (See back for details.)

- | | | |
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| <input checked="" type="checkbox"/> Social / Art | <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:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate <i>Pagosa Springs Arts Council</i>	State Sales Tax Number (Required) <i>98120006</i>
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2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <i>P.O. Box 5852 197 Navajo Trail Pagosa Springs, CO 81147</i>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <i>197 Navajo Trail P.S. CO. 81147</i>
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Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate <i>Sherry Phillips</i>		<i>575 Oxbow Circle #5 81147</i>	<i>305-395-0608</i>
5. Event Manager <i>Evelyn Tennyson</i>		<i>227 E. Morning Glory</i>	<i>214-668-1605</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? _____
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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>9-19-19</i> From <i>5</i> To <i>9 p.m.</i>	<i>10-2-2019</i> From <i>5 a.m.</i> To <i>9 p.m.</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>Evelyn Tennyson</i>	Title <i>Vice Chair/Event Mgr</i>	Date <i>7-10-19</i>
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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 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) <i>Archuleta</i>	<input type="checkbox"/> City <input checked="" type="checkbox"/> County	Telephone Number of City/County Clerk <i>970-26</i>
Signature	Title	Date

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

Liability Information			
License Account Number	Liability Date	State	Total
		<i>-750 (999)</i>	\$

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

PAGOSA SPRINGS ARTS COUNCIL

is a

Nonprofit Corporation

formed or registered on 08/30/2017 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 20171662916 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/21/2019 that have been posted, and by documents delivered to this office electronically through 03/23/2019 @ 09:01:45 .

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 03/23/2019 @ 09:01:45 in accordance with applicable law. This certificate is assigned Confirmation Number 11468776 .



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."

**BOARD OF COUNTY
COMMISSIONERS OF
ARCHULETA COUNTY,
COLORADO**



P.O. Box 1507
Pagosa Springs, CO 81147
(970)-264-8300 / (970)-264-8306 fax

March 25, 2019

Pagosa Springs Arts Council
P.O. Box 5852
Pagosa Springs, CO 81147

This is to certify that Archuleta County has received check #1076 in the amount of \$100.00 for a Special Events Permit for the fundraising event on June 29-30, 2019.

Sincerely,

A handwritten signature in cursive script that reads "Mary Helminski".

Mary Helminski
Executive Assistant/Paralegal

Evelyn
736.0959

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into this 01 day of January, 2019, by and between GHOST PINES PROPERTIES, LLC, A Colorado limited liability company ("Landlord"), and PAGOSA SPRINGS ARTS COUNCIL., a not for profit, charitable, 501(1)C.(3) organization, a Colorado non-profit.

In consideration of the payment of the rent set forth below and the keeping and performance of the covenants and agreements of Tenant set forth below, Landlord does hereby lease to Tenant and Tenant does hereby lease and take from Landlord for the term of time and upon the terms and conditions set forth below the premises described as the real property and improvements located at 197 NAVAJO TRAIL, PAGOSA SPRINGS, CO 81147 (the "Property").

1. Term. The term of this Lease shall commence effective on January 01, 2019 and shall expire on January 31, 2030 unless extended and/or modified as hereinafter permitted.
2. Condition. LANDLORD LEASES AND TENANT TAKES THE PROPERTY AS IS. TENANT ACKNOWLEDGES THAT LANDLORD HAS NOT MADE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PROPERTY, INCLUDING ANY WARRANTY OR REPRESENTATION AS TO (a) ITS FITNESS, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE, (b) THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, (c) THE EXISTENCE OF ANY DEFECT, LATENT OR PATENT, OR (d) COMPLIANCE WITH LAWS; AND ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY TENANT. TENANT EXPRESSLY WAIVES ANY RIGHT OF RESCISSION HEREUNDER AND RELEASES AND DISCHARGES LANDLORD FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION THAT TENANT MAY NOW HAVE OR HEREAFTER HAVE AGAINST LANDLORD, AND TENANT SHALL INDEMNIFY, DEFEND AND HOLD LANDLORD AND ALL LANDLORD AFFILIATES HARMLESS FROM AND AGAINST ALL COSTS, CLAIMS OR CAUSES OF ACTION ARISING IN CONNECTION WITH OR OUT OF THE CONDITION OF THE PROPERTY. TENANT'S WAIVERS AND INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL SURVIVE THE TERMINATION OF THIS LEASE.
3. Rent. During the term of this Lease, Landlord or its assignee agrees to donate the reasonable rental rate of the property, together with all utilities. Tenant and Landlord agree that the reasonable rental value of the property is the amount of \$200 per month, plus utilities for a period of not less than one year and may be adjusted by mutual agreement. In lieu of rent, Tenant shall deliver to Landlord on or before December 31 of each lease year, a properly prepared charitable contribution tax receipt for the full annual amount of the rent and all utilities paid by Landlord.
4. Utilities. All public utilities relating to gas, heat, light, power, telephone and communications shall be contracted for in the name of Landlord, and landlord shall fully and promptly pay for all public utilities as set forth above.
5. Quiet Enjoyment. Landlord covenants that, during the term of this Lease, Tenant shall have quiet enjoyment and peaceful possession of the Property, subject only to the provisions of this Lease, reasonable rules and regulations provided by Landlord to Tenant at any time during the term of this Lease, and any other matter created or consented to in writing by Tenant.
6. Operating Expenses. Landlord shall pay directly all expenses associated with the Property and the operation of Tenant's business on the Property. Such expenses include, but are not limited to,

expenses incurred for water; electricity; gardening; landscaping (including plant replacement); repair and maintenance (including paving, utility services, line painting, lighting, sanitary control, cleaning, drainage, exterior painting of buildings, graffiti removal and roof maintenance and repair); sewer; trash removal; directional signs and markers; janitorial services; repairs to lighting fixtures and equipment; and outside professional services such as security, landscaping or pest treatment. All such expenses paid by Landlord shall be added to and form part of the charitable contribution by Landlord or its assignee.

7. Real Estate and Personal Property Taxes. Landlord shall pay directly all real estate taxes, assessments and governmental charges of any kind or nature whatsoever (collectively, "Taxes") levied or assessed against the Property or against the Rent, whether presently being charged or subsequently created. For any partial calendar year during the term of this Lease, the Taxes for such year shall be calculated by multiplying the actual Taxes incurred for such year by a fraction, the denominator of which is 365 and the numerator of which is the number of days during that year which fall within the term of this Lease. Tenant shall be responsible providing landlord a charitable receipt
8. Maintenance and Repair. Landlord shall, at its sole cost and expense, maintain the Property and make repairs, restorations, and replacements to the Property, including, without limitation, the heating, ventilating, air conditioning, mechanical, electrical and plumbing systems, interior walls, and the fixtures and appurtenances to the Property as and when needed to preserve them in good working order and condition, reasonable wear and tear and casualty excepted. However, Tenant shall not be required to make any capital repairs or improvements, to replace defective improvements or equipment, or to make major repairs to the Property. For purposes set forth herein, "major" repairs shall be those in excess of \$5,000 for any one item or system to be repaired or replaced. A "capital" repair or replacement shall mean any repair or improvement which under generally accepted accounting principles is considered a "capital" improvement and is amortized over the useful life for such item, which life exceeds the remaining term of this Lease. All repairs, restorations, and replacements shall be in quality and class equal to the original work or installations.
9. Insurance. During the term of this Lease, Tenant shall maintain the following insurance policies: (i) commercial general liability insurance on the Property against claims for personal and bodily injury, death or property damage occurring on, in or as a result of the use of the Property in an amount not less than \$1,000,000.00 per occurrence/annual aggregate and naming Landlord as an additional insured, (ii) fire and extended coverage insurance covering the replacement cost of Tenant's personal property contained in and on the Property, Tenant's signs and all alterations and improvements made to the Property by Tenant, and (iii) worker's compensation insurance as required by applicable law. Landlord shall have the right to require such higher limits as may be reasonable and customary for properties of the type and value of the Property and/or properties being used in the same or similar manner as Tenant's use of the Property. All policies or certificates thereof shall be delivered to Landlord by Tenant on or before the commencement of the term of this Lease. Tenant's insurance required hereunder shall be primary and noncontributing with any insurance which may be carried by Landlord.
10. Damage to or Destruction of Improvements. Minor damage (less than 10% of the value of the Property) shall not release Tenant from any obligation hereunder nor result in the loss of any rights of Tenant if such damage is repaired within thirty (30) days of its occurrence. In the case of major damage to or destruction of the Property (more than 10% of the value of the Property), Landlord shall have the option, within thirty (30) days following the date on which such damage occurred, to terminate the Lease or reach agreement with Tenant as to the restoration of the Property and the

continuation and/or extension of this Lease.

11. Mechanics' Liens. Tenant agrees that it will promptly pay for any work done in or about the Property, and will not permit or suffer any mechanic's or materialman's liens to attach to the Property, and shall promptly cause any claim for such a lien to be released. Tenant hereby indemnifies the Landlord for any loss, including costs and attorneys' fees, resulting from any mechanics' liens affecting the Property permitted or suffered by the Tenant.
12. Use and Occupancy. Tenant shall operate an Arts Council on the Property. Tenant agrees that the Property shall be used and occupied in accordance with all present and future laws, rules, requirements, orders, directions, ordinances, and regulations of the United States of America, the State of Colorado and Archuleta County or any other municipal, governmental, private or other entity having lawful jurisdiction of the Property.
13. Indemnification of Landlord. Landlord shall not at any time, or to any extent whatsoever, be liable, responsible, or in any way accountable for any injury to or death of persons or loss, destruction or damage to property, including the property of Tenant, occurring in, on or about the Property or wherever occurring, resulting from any use of or activities on the Property, whether such injury, death, loss, destruction or damage shall be caused by, or in any way result from, or arise out of, any act omission or negligence of Tenant or of any occupant, visitor, or user of any portion of the Property, or shall result from or be caused by any other matter or thing other than the sole acts and/or omissions of the Landlord. Tenant shall forever indemnify, defend and hold Landlord harmless against any and all claims, liability, loss, damage, actions, or causes of action whatsoever on account of any such injury, death, loss, destruction, or damage, and any related expense, including attorneys' fees incurred by Landlord.
14. Surrender of Property.
 - a) Tenant shall pay the Rent in the amounts, at the times, and in the manner herein provided, and shall keep and perform all the terms and conditions hereof on its part to be kept and performed and, at the expiration or sooner termination of this Lease, shall peaceably and quietly quit and surrender to Landlord the Property in good order and condition subject to the other provisions of this Lease. In the event of the non-performance by Tenant of any of the covenants of Tenant undertaken herein, this Lease may be terminated as herein provided.
 - b) If, after the expiration of the term of this Lease, or any extensions thereof, Tenant shall remain in possession of the Property without any express written agreement as to such holding over or without the execution of a new lease, then such holding over shall be deemed to be a holding over under the terms hereof upon a tenancy from month to month under the same terms as the Lease in effect upon termination, except that the parties agree that, during the term of any such holdover, the monthly base rental shall increase ten percent (10%) from the existing monthly base rental in effect as of the termination of the Lease.
15. Events of Default. The following shall be events of default under this Lease, provided the Landlord is not then in default:
 - a) Failure by Tenant to make any payment required by this Lease.
 - b) Failure or neglect by Tenant to perform or observe any of the covenants herein contained on the Tenants part to be performed or observed, and Tenant shall have failed to remedy the same within ten (10) days after Tenant's receipt from Landlord of written notice specifying

such neglect or failure.

- b) The levying of a writ of execution or writ of attachment on or against Tenant's property, and the same is not released or discharged within thirty (30) days thereafter, or if Tenant has not otherwise posted adequate security against such attachment or execution.
- c) The loss by Tenant of its status as a non-profit, charitable organization under either State or Federal law.

Upon the occurrence of an "event of default," as defined above, which remains uncured as provided herein, Landlord may re-enter and take possession of the Property and expel Tenant in accordance with applicable Colorado forcible entry and detainer law. Additionally, at the sole option of Landlord, Landlord may continue this Lease in full force and effect or may terminate this Lease and all of Tenant's rights thereunder. The re-entry and taking of possession by Landlord under this paragraph shall not be construed as an election on Landlord's part to terminate this Lease, unless a written notice of such intention is given to Tenant. In the event that Landlord does not elect to terminate this Lease as permitted above, the retaking of possession by Landlord shall not relieve Tenant of its liabilities and obligations under this Lease, all of which shall survive such repossession, and Tenant shall continue to be responsible for all such liabilities and obligations and, in addition, all expenses, fees and costs incurred by Landlord in retaking such possession, including but not limited to attorneys' fees incurred. The remedies provided herein shall be in addition to, and not in lieu of, any and all remedies available to Landlord under Idaho law, notwithstanding anything to the contrary herein.

Landlord shall have at all times a valid lien, for all rentals and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, furniture, fixtures and other personal property of Tenant situated on and in the Property, and such property shall not be removed therefrom without the consent of Landlord until all arrearage in Rent then due to Landlord shall first have been paid and discharged.

This Lease shall be a security agreement pursuant to the Uniform Commercial Code of Colorado. Upon the occurrence of any event of default under this Lease, Landlord may, in addition to any other remedies provided herein or by law, enter upon the Property and take possession of any and all goods, wares, equipment, furniture, fixtures and other personal property of Tenant situated on the Property, without liability for trespass or conversion, and sell the same with or without notice at public or private sale at which Landlord or its assigns may purchase and apply the proceeds thereof, less any and all expenses connected with the taking of possession and sale of the property, including attorneys' fees incurred, as a credit against any sums due to Landlord from Tenant. Any surplus shall be paid to Tenant, and Tenant agrees to pay any deficiency forthwith.

Alternatively, the lien hereby granted may be foreclosed in the manner and form provided by law for a foreclosure of a security interest, or in any other form provided by law. At Landlord's request, Tenant shall execute a financing statement to be filed or recorded in order to perfect Landlord's security interest in Tenant's personal property.

Upon the expiration of this Lease or its termination for any cause, Tenant shall remove all fixtures and return the Property to clean and satisfactory condition, ordinary wear and tear excepted. If the Tenant shall leave any property of any kind or character on or in the Property, such fact shall be conclusive evidence of intent by Tenant to abandon the property. Landlord or its agents shall have the right, without notice to Tenant, to remove such property without liability to and at the sole cost of Tenant. Any property so abandoned shall belong to the Landlord and may be disposed of in the

discretion of Landlord, at the sole cost of Tenant.

16. Assignment and Subletting. This Lease shall neither be assigned, nor shall the Property be subleased, without the express, written consent of Landlord.
19. Notices. All notices to be given to any party hereto shall be effective when placed in the mails of the U.S. Postal Service, postage prepaid and addressed to the parties as follows:

LANDLORD: GHOST PINES PROPERTIES, LLC

TENANT: PAGOSA SPRINGS ARTS COUNCIL
20. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and permitted assigns.
21. Integration and Modification. This Lease constitutes the entire agreement between the parties and supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to the Property and the transactions provided for herein. This Lease may only be amended or modified by the parties hereto by written instrument executed and acknowledged by both parties.
22. Severability. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
23. Interpretation. In the interpretation, construction and enforcement of this Lease, it shall be assumed that this Lease was drafted and prepared by both of the parties hereto.
24. Governing Law. This Lease shall be governed by and construed according to the laws of the State of Colorado.

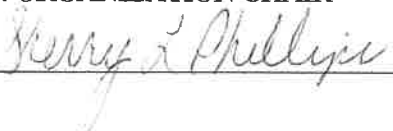
LANDLORD:

By: GHOST PINES PROPERTIES, LLC
Name: EVELYN TENNYSON
Title: GHOST PINES PROPERTIES, LLC OWNER/MANAGER



TENANT:

By: PAGOSA SPRINGS ARTS COUNCIL
Name: SHERRY PHILLIPS
Title: ORGANIZATION CHAIR



Date: 9-10-19

To whom it may concern:

As the owner of the building located at 197 Navajo Trail, Pagosa Springs, Colorado 81147, the Pagosa Springs Art Council, my lease of said property, has my permission to serve alcohol on the premises for the following dates:

9-19-19 and 10-2-19 (5-9pm each)

Evelyn Tennyson
Ghost Pines, LLC

