

**TOWN OF MOUNTAIN VILLAGE
TOWN COUNCIL SPECIAL MEETING
MONDAY, JANUARY 11, 2:00 PM
2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL
455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO
AGENDA **REVISED****

	Time	Min	Presenter	Type	
1.	2:00				Call to Order
2.	2:00	10	Kennefick	Action	Liquor Licensing Authority: Consideration of Approval of a Special Event Liquor Permit for the Telluride Fire Festival Events to be Held on January 14, 15 & 16 in the Great Room at the Ridge Club
3.	2:10	10	Mahoney/Drew	Action	Consideration of Approval of a Bonfire on OSP-49R in Conjunction with the Telluride Fire Festival Special Event
4.	2:20				Adjourn

Please note that times are approximate and subject to change.

01/06/2016

sj

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting Town Hall at 970-369-6406 or email: mvclerk@mtnvillage.org.
A minimum of 48 hours advance notice is required so arrangements can be made to locate requested auxiliary aid(s).

Town of Mountain Village

Date: 1/7/2016
To: Town Council, Acting as the Liquor Licensing Authority (LLA)
From: Susan Johnston, Deputy Town Clerk
RE: Special Events Permit for the Telluride Fire Festival

Consideration of Approval of a Special Event Liquor Permit for the Telluride Fire Festival Events to be Held on January 14, 15, & 16, 2016 in the Great Room at the Ridge Club

All documentation and appropriate fees have been received and applicant meets all special event qualifications. Required posting and noticing has occurred with no protests filed.

Staff recommendation: Motion to approve the special event liquor permit application for the Telluride Fire Festival events to be held on January 14, 15, & 16, 2016 in the Great Room at the Ridge Club.



TOWN OF MOUNTAIN VILLAGE SPECIAL EVENT LIQUOR PERMIT APPLICATION

This application must be filed with Office of the Town Clerk, Town of Mountain Village, 455 Mountain Village Blvd., Mountain Village, Colorado 81435. Applicant must be a non-profit organization on file with the Colorado Secretary of State.

In order to qualify for a Special Events Permit, you must be a nonprofit and one of the following:					
<input checked="" type="checkbox"/> Social	<input type="checkbox"/> Municipality Owning Arts Facilities				
<input type="checkbox"/> Fraternal	<input type="checkbox"/> Religious Institution				
<input type="checkbox"/> Patriotic	<input checked="" type="checkbox"/> Philanthropic Institution				
<input type="checkbox"/> Political	<input type="checkbox"/> Political Candidate				
<input type="checkbox"/> Athletic	<input type="checkbox"/> Chartered Branch, Lodge or Chapter of a National Organization/Society				
Type of Special Event applicant is applying for:					
<input type="checkbox"/> Fermented Malt Beverage (3.2%) \$10/day		<input checked="" type="checkbox"/> Beer, Wine & Liquor \$25/day			
1. Name of Applicant Organization or Political Candidate		State Sales Tax Number (required)			
Telluride Fire Festival		Pending			
2. Mailing Address of Organization or Political Candidate		3. Address of Place Special Event to be held			
PO Box 2525, Telluride, Co 81435		2 Coonskin Ridge Lane			
4. President/Secretary of Organization or Political Candidate					
Name	Date of Birth	Home Address	Phone Number		
Chris Myers	3/14/62	532 West Colorado Ave, Telluride, CO 81435	970-596-6396		
5. Event Manager Name	Date of Birth	Home Address	Phone Number		
Erin Ries	5/18/56	532 West Colorado Ave, Telluride, CO 81435	970-708-1059		
6. Has applicant organization or political candidate been issued a special event permit this calendar year?					
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	How many days?	3 days (January 2015)		
7. Are premises now licensed under state liquor or beer code?					
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	To whom?			
8. Does the applicant have possession or written permission for the use of the premises to be licensed?					
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No				
List Below the Exact Date(s) for Which Application Is Being Made For Permit					
Date(s)	1/14/16	to	Date(s) 1/15/16	to	
Hours	5:30pm	to	7:30pm	Hours	8pm to 11pm
Date(s)	1/16/16	to	Date(s)	to	
Hours	9pm	to	2am	Hours	to
REPORT AND APPROVAL OF TOWN OF MOUNTAIN VILLAGE LOCAL LICENSING AUTHORITY					
The foregoing application has been examined and the premises, business conducted and character of the applicant are 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.					
SIGNATURE		TITLE		DATE	



TOWN OF MOUNTAIN VILLAGE
SPECIAL EVENT LIQUOR PERMIT APPLICATION
APPLICATION INFORMATION AND CHECKLIST

THE FOLLOWING SUPPORTING DOCUMENTS MUST BE ATTACHED TO THIS APPLICATION FOR A PERMIT TO BE ISSUED:

- Appropriate fee - CHECK PAYABLE TO THE TOWN OF MOUNTAIN VILLAGE
- Diagram of the area to be licensed (not larger than 8 ½" x 11" reflecting bars, walls, partitions, ingress, egress and dimensions
Note: if the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- Copy of deed, lease, or written permission of owner for use of the premises
- Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years;
or
- If not incorporated, a NONPROFIT charter; **or**
- If a political candidate, attach copies of reports and statements that were filed with the Secretary of State.

- Application must be submitted to the Town of Mountain Village at least thirty (30) days prior to the event.
- The premises to be licensed must be posted at least ten (10) days before a hearing can be held. (12-48-106 C.R.S.)

(12-48-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 46 and 47 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being nonprofit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the secretary of state pursuant to Article 45 of Title 1, C.R.S. a Special Event Permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

If an event is cancelled, the application fees and the day(s) are forfeited.



TOWN OF MOUNTAIN VILLAGE
SPECIAL EVENT LIQUOR LICENSE PERMIT APPLICATION
ADDENDUM *Please answer all of the following questions.*

Describe the event and the target market.

The reception on January 14 is an invitation-only event for sponsors, donors and VIP's. The two events for January 15 & 16 are fundraisers for the Telluride Fire Festival and target people with the ability to pay the ticket price. 35-55 years of age.

How many people are you expecting per day? 250

Will you be serving alcoholic beverages? yes

Are alcoholic beverages included in the event price? yes

Will alcohol be sold by the drink? yes

What type of alcoholic beverages are you planning on selling/serving?

Beer and wine for January 15 (Friday) and beer, wine, & a hot beverage cocktail with alcohol for January 16 (Saturday)

Will you be selling/serving food items? January 14, 15 & 16 food will be served

What type of food items will be sold or served?

Appetizers will be passed to guests for January 14 & 16. Snacks will be available for guests on January 15.

Will you be cooking food and if cooking food, will you use propane?

No. Electric, plug-in warmers may be used.



**TOWN OF MOUNTAIN VILLAGE
SPECIAL EVENT LIQUOR LICENSE PERMIT APPLICATION
ADDENDUM** *Please answer all of the following questions.*

Will you have amplified sound or live music inside or outside? Inside only

Will there be tents/awnings? No

Describe your security plans for this event.

Security will be posted both in the lobby area off the Great Room and inside the venue. Event managers will be at both events as well as Event Director to handle any issues.

Describe the type of training security personnel will have prior to the event.

Event Director will be training security staff how to handle guests in tough situations.

How will you insure compliance with beer/liquor laws, such as: no service to minors or visibly intoxicated persons, no service outside of designated premises, no service before or after hours designated for the event, etc.

These are 21+ events only. Guests will be carded at the door and will be denied entry if under age (i.e., ticket will be refunded).

Do you have an emergency plan for the event? If yes, please describe in detail.

We can stop the music immediately and have microphones to be able to make an emergency announcement if the need arises. A trained nurse will be at each event to handle any medical emergency and take a guest via the gondola to the Medical Center.



TOWN OF MOUNTAIN VILLAGE
SPECIAL EVENT LIQUOR LICENSE PERMIT APPLICATION
OATH OF APPLICANT *Please initial each of the following statements.*

I understand that as the promoter of the event, that both the non-profit and the server can be charged criminally for alcohol violations under permit. I also understand that the non-profit can be held responsible for any tax liabilities generated by the alcohol permitted event.

I understand that I must allow open access to all town personnel (i.e., Police, Fire, Community Development, etc.) at this event, even if it is deemed a private function. Further, due to health and safety concerns, I understand that other town departments, as a result of circulation of this city application, may have additional requirements resulting in other costs for my special event.

I understand that if this permit is denied, the Town of Mountain Village assumes no liability for expenses incurred by the applicant.

I understand that if during the course of the event, the town determines there is a public safety hazard or if there is a violation of any permit condition, the event will be terminated immediately. The Town of Mountain Village is not responsible for any expenses incurred by the permit holder. Failure to meet the requirements of this permit may provide basis for denial of future permits for a given event, event manager or sponsor.

I understand that only non-profit entities that are properly formulated with the State of Colorado may apply for special event liquor permits, and they may only apply if the permit application and all attachments are filed at least 30 days before the event per state law. In addition, non-profits are required to have: i) state sales tax number from Colorado Department of Revenue, ii) Certificate of Good Standing for their non-profit from Colorado Secretary of State's office, and iii) Town of Mountain Village business license and sales tax number from Mountain Village Finance Department.

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 and Beer Code and Regulations and all Town of Mountain Village rules, regulations, ordinances and codes that affect my license.

Authorized Signature

Erin Ries

Print Name

12/17/15

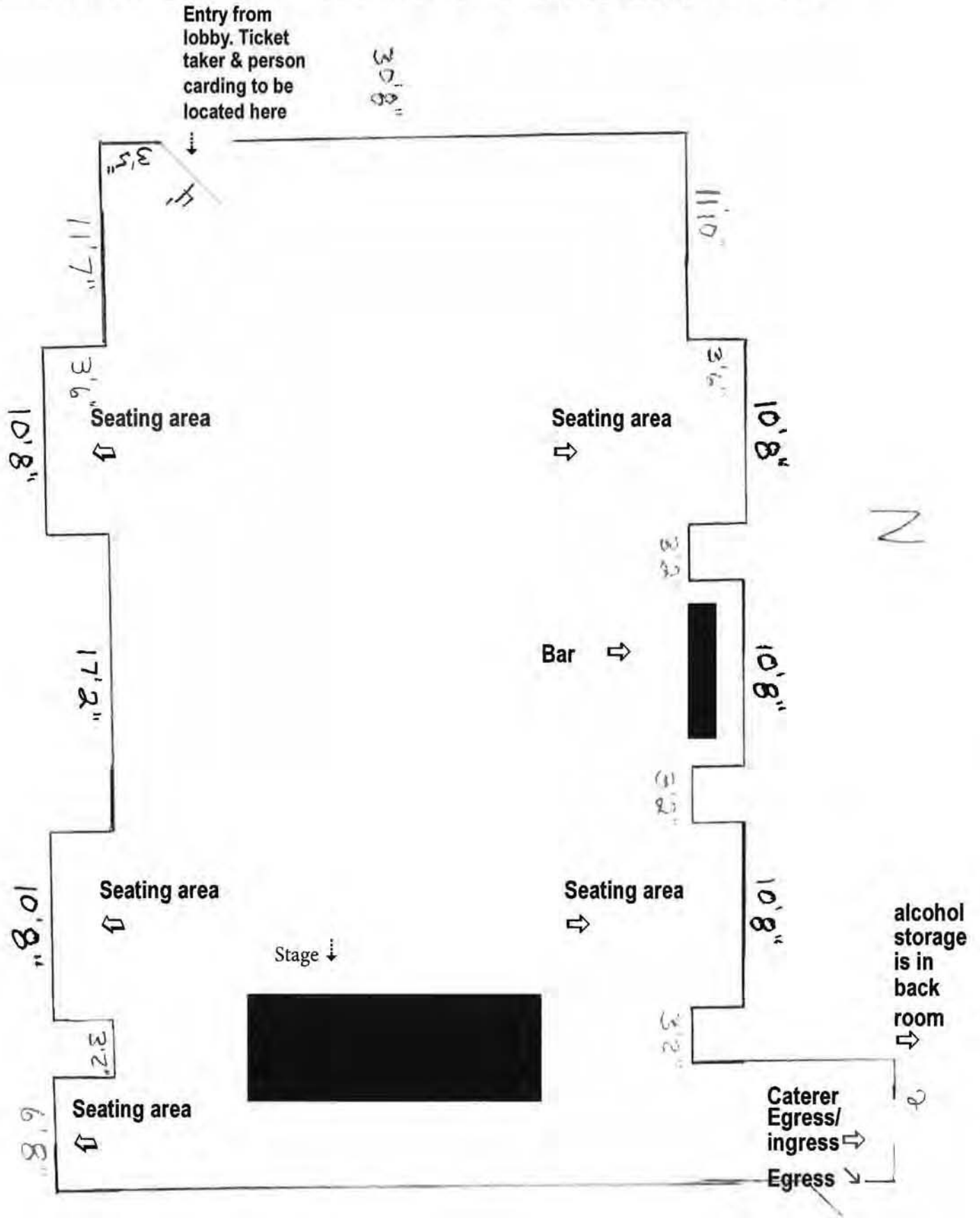
Date

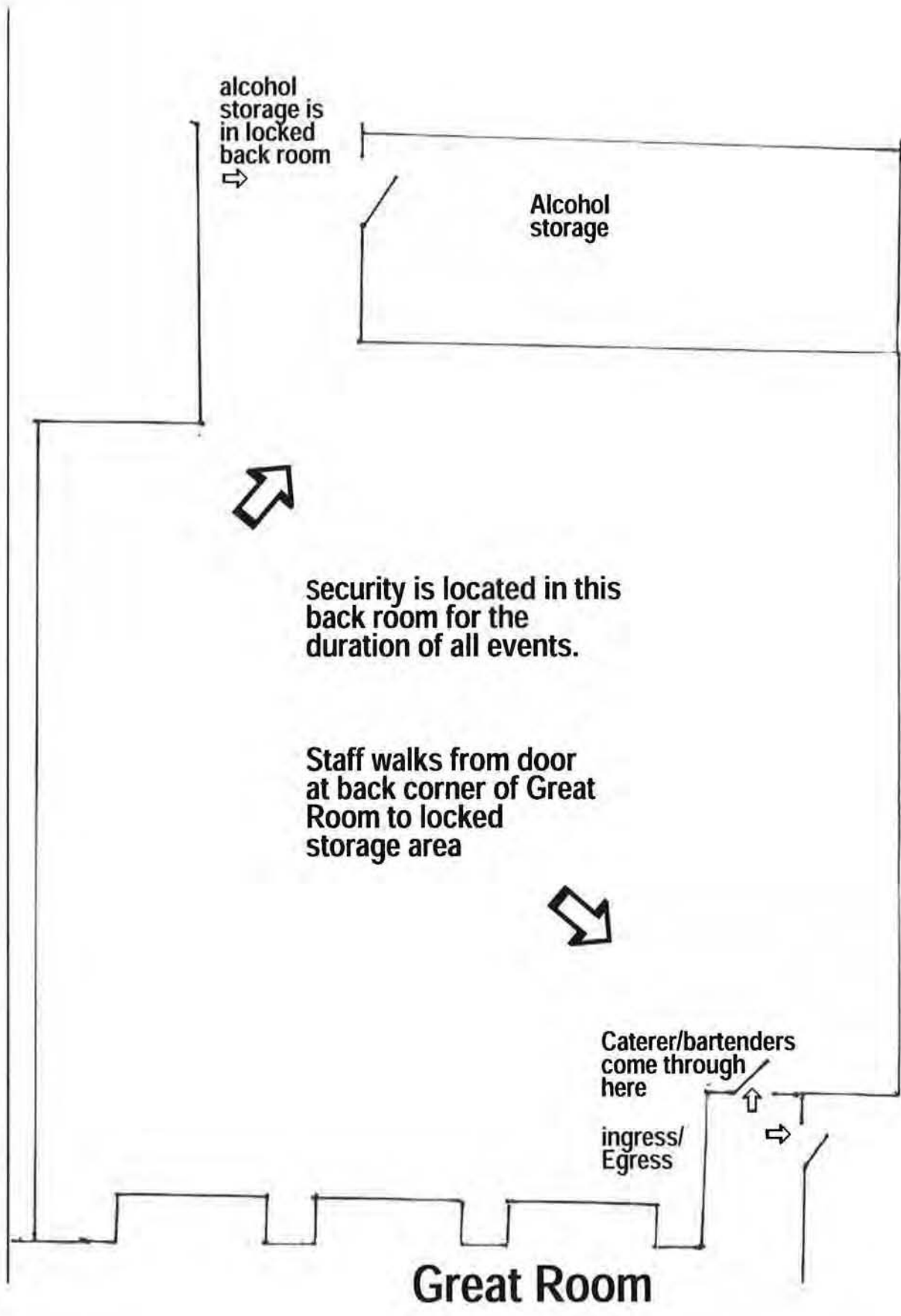
12/17/15

Title

Great Room on 2 Coonskin Ridge Lane

Details reflecting bars, walls, partitions, ingress, egress, dimensions





NOTICE

PURSUANT TO THE LIQUOR LAWS
OF COLORADO

Telluride Fire Festival

HAS REQUESTED LICENSING
OFFICIALS OF The Town of Mountain Village
TO* Grant a Special Event Liquor Permit
LICENSE AT: 2 Coonskin Ridge Lane

For Telluride Fire Festival Events January 14, 15, & 16

HEARING ON APPLICATION TO BE HELD AT:

Mountain Village Town Hall, 455 Mountain
Village Blvd, Ste A, Mountain Village

TIME AND DATE: 2:00pm, January 11, 2016

DATE OF APPLICATION December 17, 2015

BY ORDER OF: The Town of Mountain Village,

OFFICERS: The Mayor and Town Council

Town of Mountain Village, 455 Mountain

Village Blvd, Ste A Mountain Village, Co 81435

Tel: 970-369-6429

Ridge Great Room Lease Agreement
Amended and Restated

This Lease Agreement (this "Lease") is made effective as of December 3, 2015 by and between Coonskin Ridge Cabin Lot, LLC ("Landlord"), and Telluride Fire Festival ("Tenant").

The parties agree as follows:

1. PREMISES. Landlord, in consideration of the provisions provided in this Lease, leases to Tenant that portion of Unit 2, Lot 161A-IR Building, known as the Great Room, and Unit 7, Lot 161A-IR Building, known as the Gondola Entry Area, located at 7 Coonskin Ridge Lane, Mountain Village, Colorado ("Premises").

2. TERM.

2.1 Set Up and Take Down Term. For set up and take down purposes only, the lease term for the Great Room will begin on January 13, 2016 at 1:00 PM Mountain Time and will terminate on January 19, 2016 at 5:00 PM Mountain Time. Take down and caterer cleanup must occur within this period or an additional \$1,000.00 per day or portion thereof will be due (unless a snow blizzard prevents take down of bulk items from the mountain using your snow vehicles).

2.2 Function Term. The function will be for approximately four hours per day on each of January 14, 15 and 16, 2016 starting in the evening.

2.3 USE OF PREMISES. Tenant shall occupy and use the Premises only for a VIP event on January 14, the Rob Garza event on January 15 and the Fire Ball dance-type event on January 16.

2.3.1 Tenant may use Unit 7 on January 14, 15, 16 and 17 from 10:00 AM to 5:00 PM for the purpose of providing hospitality service. Tenant's use during this time will be limited to the general area of the large desk located at the northern end of Unit 7. Tenant acknowledges that access to Allred's Restaurant passes through the Gondola Entry Area and, therefore, Tenant will ensure that access to Allred's Restaurant is unimpeded.

3. RENT AMOUNTS, PAYMENTS AND ADJUSTMENTS.

3.1 Lease Rent. The rental payments to be made by Tenant to Landlord under this Lease shall consist of Base Rent and Additional Rent, as set forth below. For purposes of this Lease, the term "Rent" shall refer to Base Rent and Additional Rent.

3.2 Base Rent. The Base Rent for this Lease shall be \$4,350 for the three events and hospitality service. \$800.00 of the Base Rent shall be paid concurrently with the execution of this lease and the balance of the Base Rent, \$3,550.00 shall be paid on or before January 1, 2016.

3.3 Additional Rent. In addition to the Base Rent, and as "Additional Rent." Tenant shall pay the following:

3.3.2 All costs of cleaning the Premises with a \$250 minimum. Tenant shall pay a cleaning security deposit of \$500 concurrently with the execution of this lease. The deposit check will be cashed immediately. If the costs of cleaning exceed the deposit Tenant shall pay the balance due within ten (10) days of receipt of the invoice setting forth the additional cleaning costs.

4. SECURITY/DAMAGE/THEFT DEPOSIT. On or before January 1, 2016 Tenant shall pay a security/damage/theft/additional base rent deposit of \$1,000.00. The deposit check will be cashed and appropriate funds, if any, reimbursed within 21 days after the event.

Final Amount Due: The total amount due is set forth as follows and shall be paid by check in the following amounts and shall be payable to The Ridge At Telluride Homeowners Association, Inc.

§ 1 Due Concurrently With Lease Execution

Base Rent	\$800
Cleaning Security Deposit	\$400
Security/Damage/Theft Deposit	200
Total Check At Execution	\$1,300

§ 1 Due On or Before January 1, 2016

Base Rent	\$3,550
Cleaning Security Deposit	200
Security/Damage/Theft Deposit	\$1,000
Total Check On or Before January 1, 2016	\$4,350

6. INDEMNIFICATION. Tenant shall indemnify, defend and hold Landlord, the owners of the condominium units located in the Building ("Condo Owners") and the Telluride Building Owners ("Building HOA"), their respective owners, officers, directors, agents, employees, licensees, firms and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, theft or damage to property, the Premises or its contents incurred by Landlord or any person or entity occurring in or about, or arising out of Tenant's use of the Premises, Building, common areas and adjacent sidewalks and loading platforms or areas, necessitated wholly or in part by any act or omission of Tenant, or Tenant's agents, employees, licensees, guests, contractors or invitees (or any other person using the Premises with Tenant's consent, whether express or implied), including without limitation, payment of all costs, expenses, and reasonable attorneys' fees incurred or paid by Landlord in connection with related litigation, but excluding any negligence or intentional misconduct by Landlord, Condo Owners or the Building HOA or their respective owners, officers, directors, agents or employees.

6.1 DAMAGES. Tenant shall be responsible for all claims, actions, damages, liability, and expense in connection with loss of life, personal injury, theft or damage to property, the Premises or its contents incurred by Landlord or any person or entity using the Premises with Tenant's consent, whether express or implied, and occurring in or about, or arising out of Tenant's use of the Premises, Building, common areas and adjacent sidewalks and loading platforms or areas, but excluding any negligence or intentional misconduct by Landlord, Condo Owners or the Building HOA or their respective owners, officers, directors, agents or employees.

NOTICE. Any notice given or served by either party to or on the other shall be deemed to have been duly given or served only if done in writing and either personally delivered or forwarded by certified or registered mail or a nationally recognized overnight carrier, postage prepaid, faxed or emailed to the respective addresses hereinafter set forth. Any such notice shall be deemed given effective the date of personal delivery or fax or email or three days after mailing, as the case may be. Such addresses may be changed from time to time by either party by serving notice as above provided. Landlord also agrees to accept payment of Rent at the address specified pursuant to this Section.

<p>To Landlord: Ridge Cabin Lot, LLC c/o John Horn P.O. Box 482 Telluride, CO 81435 Tele: 970-708-1233 Email: jhorn@rmi.net</p>	<p>Tenant: Telluride Fire Festival c/o Erin Ries PO Box 2525 Telluride, CO 81435 Tel: 970-708-1059 Email: erin@telluridefirefestival.org</p>
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8. **ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing if the writing is signed by all parties.

9. **SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. **RESTROOMS.** The only restrooms available for the function are the public restrooms located outside the gondola terminal. No restrooms are provided within the Ridge building or the Premises pursuant to this lease; however restrooms may be provided pursuant to the lease of the Ridge Club.

11. **GOVERNING LAW.** The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Lease. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be appropriate only in San Miguel County, Colorado, and the parties expressly consent to this designation of the venue of any such suit or action.

12. **PETS.** No dogs or pets will be allowed to attend the event.

13. **ACCESS BY LANDLORD TO PREMISES.** Landlord shall have the right to enter the Premises at all times during the lease term to make inspections, provide necessary services or for any purpose connected with the management of the Premises. Landlord may enter the Premises without prior notice to Tenant and without Tenant's consent.

14. **ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises.

15. **ALTERATIONS.** Tenant may not make any alterations of any nature to the Premises or attach anything to any wall without the prior written consent of Landlord which consent may be withheld for any reason or no reason at all.

16. **PARKING.** Landlord shall not provide parking for use by Tenant.

17. **SURRENDER AND HOLDING OVER.** Tenant, upon expiration of this Lease, shall peacefully surrender to Landlord the Premises in good condition and in good repair, subject to cleaning which shall be paid for by Tenant.

18. **COSTS AND ATTORNEYS' FEES.** In any action or proceeding under this agreement, the prevailing party shall recover its costs, fees and expenses in connection therewith, including reasonable attorneys' fees.

19. **LIMITATION ON ADDITIONS.** Tenant may bring any furniture, equipment or other property into the Premises as necessary to put on the evening events.

20. **EVENT INSURANCE.** **ON OR BEFORE January 8, 2016 at 5:00 PM Mountain Time** Tenant shall provide Landlord with proof of event insurance for a minimum of \$1,000,000 in a form and from an insurer acceptable to Landlord. The insurance shall name Landlord and the [] or [] & [] Building Owners, Inc. as additional insureds. The proof of insurance shall also provide that it will not be canceled without thirty (30) day prior written notice to Landlord. If Tenant fails to provide Landlord with the proof of insurance on or before **January 8, 2016 at 5:00 PM Mountain Time** then this lease shall automatically terminate on **January 8, 2016 at 5:01 PM Mountain Time** and all deposits and rent, less a \$200 handling fee, shall be returned to Tenant.

22. ADDITIONAL SPACE.

22.1 In addition to the Great Room Tenant may use a portion of the adjacent unfinished space (i) to hang a very large drape over to "extend" the Great Room space and create an intimate lounge/pillow area, approximately 10' x 20' and (ii) an approximately 10' x 20' area adjacent to the intimate area for staging of food, beverages etc. (e.g. one or two banquet tables and coolers for prepping food).

22.2 In addition to the Great Room, on January 15 only, Tenant may use the Gondola Entry Area for Fire Festival vendors selling their finery. Tenant will move furniture (except for the large desk-type table, all things hanging on the walls and the "selling foods" against the existing wall which shall remain) not being used into the unfinished space. On January 15 the event will start at 9pm, doors will open at 10:00pm. Tenant acknowledges that access to Alfred's Restaurant passes through the Gondola Entry Area and, therefore, Tenant will ensure that access to Alfred's Restaurant is unimpeded.


23. STORAGE. Prior to the events Tenant may store a limited amount of furniture in an approximately 20' x 20' portion of the adjacent unfinished space designated by Landlord. After the events Tenant shall remove all furniture on or before January 19, 2016 at 5:00 PM Mountain Time.

24. WINTER HAULING. The only access to the Premises when the ski area's summer access road is closed due to snow is either (i) on the gondola or (ii) via Landlord's snow vehicles. Tenant shall be solely responsible for transporting everything it needs for its function and shall make every reasonable effort to transport on the gondola everything it needs for its function. However, large bulk items that cannot be transported on the gondola may, if practically possible, be transported in Landlord's snow vehicles. The cost for the use of Landlord's snow vehicles shall be \$100 per load, including both time of time and loading and unloading time. Snow vehicles are allowed on the ski area only after 4:30PM.

25. Replace and Supersede. The parties acknowledge and agree that this agreement replaces and supersedes the Ridge Great Room Lease, dated October 30, 2015 in its entirety.

Tenant
Telluride Fire Festival
Digitally signed by Erin Ries
Date: 2015.12.04 15:26:44 -07'00'
By: Erin Ries 12.4.15

Ridge Loan Lot, LLC

By: 
Ramesh Cherukuri, Manager

by 

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

Telluride Fire Festival

is a **Nonprofit Corporation** formed or registered on 10/18/2013 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 20131597698.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/25/2015 that have been posted, and by documents delivered to this office electronically through 03/27/2015 @ 07:42:12.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 03/27/2015 @ 07:42:12 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9138776.



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 Certificate Confirmation 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 Business Center and select "Frequently Asked Questions."



Colorado Secretary of State
 Date and Time: 10/18/2013 01:28 PM
 ID Number: 20131597698
 Document number: 20131597698
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Nonprofit Corporation
 filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the nonprofit corporation is Telluride Fire Festival
(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the nonprofit corporation's initial principal office is

Street address 532 West Colorado Avenue
(Street number and name)

Telluride CO 81435
(City) (State) (ZIP/Postal Code)

United States
(Country)

Mailing address
(leave blank if same as street address)

PO Box 2525
(Street number and name or Post Office Box information)

Telluride CO 81435
(City) (State) (ZIP/Postal Code)

United States
(Country)

3. The registered agent name and registered agent address of the nonprofit corporation's initial registered agent are

Name
 (if an individual) Ries Erin
(Last) (First) (Middle) (Suffix)

OR
 (if an entity)
(Caution: Do not provide both an individual and an entity name.)

Street address 532 West Colorado Avenue
(Street number and name)

Telluride CO 81435
(City) (State) (ZIP Code)

Mailing address
(leave blank if same as street address)

PO Box 2525
(Street number and name or Post Office Box information)

Telluride CO 81435
(City) (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.

4. The true name and mailing address of the incorporator are

Name
(if an individual) Brickweg Benjamin J
(Last) (First) (Middle) (Suffix)

OR

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address 3200 Carbon Place
(Street number and name or Post Office Box information)
Suite 101
Boulder CO 80301
(City) (State) (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.)

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. *(If the following statement applies, adopt the statement by marking the box.)*

The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

See attachment

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (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.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Brickweg Benjamin
(Last) (First) (Middle) (Suffix)
3200 Carbon Place
(Street number and name or Post Office Box information)
Suite 101
Boulder CO 80301
(City) (State) (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).

**ARTICLES OF INCORPORATION
OF
TELLURIDE FIRE FESTIVAL
A NONPROFIT CORPORATION**

I, the undersigned, being of full age, for the purpose of forming a nonprofit corporation under Colorado Revised Statutes 7-122-101, as amended, do hereby form a body corporate and adopt these Articles of Incorporation.

**ARTICLE I
NAME**

The name of this corporation shall be Telluride Fire Festival.

**ARTICLE II
PURPOSE AND POWERS**

This corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code (the "Code").

For such purposes, and not otherwise, this corporation shall have and may exercise all powers that are afforded to this corporation by the Colorado Revised Nonprofit Corporation Act and by any future laws amendatory thereof and supplementary thereto; provided, however, that this corporation shall not carry on any activity not permitted to be carried on by a corporation that is exempt from federal income tax under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code or by a corporation that is described in, and contributions to which are deductible for federal income and estate tax purposes under, Section 170(c) and 2055(a) of the Code.

All references in these Articles of Incorporation to a particular section of the Code shall include the corresponding provision of any future federal tax law.

ARTICLE III
PROHIBITED ACTIVITIES

No part of the principal, assets or net income of this corporation shall, directly or indirectly, inure to the benefit of any person having a personal and private interest in the activities of the corporation, but this corporation may pay reasonable compensation for services rendered to this corporation in furtherance of its purposes set forth in Article II hereof. No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation and this corporation shall not participate in, or intervene in, any political campaign on behalf of, or in opposition to, any candidate for public office. Except as permitted by applicable law, this corporation shall not lend money to, or guarantee the obligation of, any director or officer of this corporation. Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation.

ARTICLE IV
DURATION

The duration of this corporation shall be perpetual.

ARTICLE V
REGISTERED OFFICE & AGENT

The initial registered agent of this corporation shall be Erin Ries. The initial registered office of this corporation shall be:

532 West Colorado Avenue
Telluride, Colorado 81435

ARTICLE VI
MEMBERS

This corporation shall have no members entitled to vote on any matter or for any other reason.

ARTICLE VII
DIRECTORS

The management and direction of the business and affairs of this corporation shall be vested in a Board of Directors. The number, qualifications, terms of office, method of selection or election, powers, authority, and duties of the directors of this corporation, the time, place and manner of their meetings, and such other provisions with respect to them as are not inconsistent with the express provision of this Articles of Incorporation shall be as specified in or prescribed pursuant to the Bylaws of this corporation. Neither the directors, officers, committee members, employees or agents of this corporation shall be personally liable for payment of any debts or obligations of this corporation of any nature whatsoever, nor shall any of the property of any of the directors, officers, committee members, employees or agents be subject to the payment of the debts or obligations of this corporation to any extent whatsoever. The initial By-Laws of the corporation shall be adopted by the Board of Directors. The powers to alter, amend, or repeal the By-Laws or to adopt new By-Laws shall be vested in the Board of Directors.

ARTICLE VIII
LESS THAN UNANIMOUS WRITTEN ACTION WITHOUT A MEETING

Any action that otherwise may be taken at a meeting of the Board of Directors may be taken without a meeting when authorized in a written action signed or consented to in an electronic communication, in one or more counterparts, by the number of directors that would be required to take the same action at a meeting of the Board of Directors at which all directors were present. Any action that may be taken at a meeting of the Board of Directors that requires the vote of the members may be taken without a meeting when authorized in a written action signed or consented to in an electronic communication, in one or more counterparts, by all of the directors.

ARTICLE IX
DISSOLUTION

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so

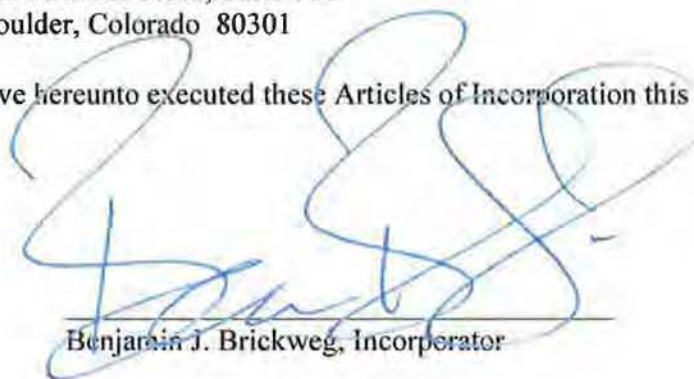
disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE X
INCORPORATOR

The name and address of the incorporator of this corporation is:

Benjamin J. Brickweg
Mercator Law Firm, LLC
3200 Carbon Place, Suite 101
Boulder, Colorado 80301

IN WITNESS WHEREOF, I have hereunto executed these Articles of Incorporation this 18th day of October 2013.



Benjamin J. Brickweg, Incorporator

**BYLAWS
OF
TELLURIDE FIRE FESTIVAL
A NONPROFIT CORPORATION**

This instrument constitutes the Bylaws of Telluride Fire Festival adopted for the purpose of regulating and managing the internal affairs of the corporation.

**ARTICLE I
BOARD OF DIRECTORS**

Section 1. General Powers. The property, business, and affairs of this corporation shall be managed by or under the direction of the Board of Directors.

Section 2. Number, Qualifications, Term of Office, and Election. The number of directors shall be determined by affirmative vote of a majority of the total number of directors, provided that the number of directors shall not be less than three (3). Directors must be adult natural persons. Each director shall hold office for a term of one (1) year and through the adjournment of the meeting at which successor directors are elected, and until a successor is elected and qualified, or until the earlier death, resignation, or removal of the director. At each annual meeting, the Board of Directors shall elect directors to fill vacancies.

Section 3. Resignation. A director may resign at any time by giving notice to the corporation. The resignation of a director is effective without acceptance when the notice is given to the corporation, unless a later effective time is specified in the notice. Written notice or an electronic communication which meets the requirements of Article I Section 17 may satisfy the notice requirement.

Section 4. Removal of Directors. A director may be removed at any time, with or without cause, by the affirmative vote of a majority of the total number of directors.

Section 5. Vacancies. Any vacancy in the Board of Directors caused by death, resignation, removal, an increase in the number of directors, expiration of term, or any other cause, shall be filled by affirmative vote of a majority of the total number of remaining directors, though less than a quorum, and the term of the director filling the vacancy shall expire at the end of the next annual meeting at which directors are to be elected.

Section 6. Time, Place and Manner of Meetings. The Board of Directors may hold its meetings at such time and place, and in such manner as it may from time to time determine. If the Board of Directors fails to select a place for a meeting or to specify that the meeting will be conducted solely through means of remote communication pursuant to Article I Section 17, the meeting shall be held at the registered office.

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Telluride Fire Festival, a Nonprofit Corporation
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Section 7. Meetings Conducted Solely Through Means of Remote Communication.

The Board of Directors may specify that a meeting will be conducted solely through one or more means of remote communication, provided that notice is given, as specified in Article I Section 12, and that the quorum requirements specified in Article I Section 13 are met. Remote communication includes any communication that is accomplished by means of electronics, telephone, video, or internet conferencing, or such other means through which persons not physically present in the same location may communicate with each other on a substantially simultaneous basis. Participation in a meeting through a form of remote communication that is authorized by the Board of Directors constitutes personal presence at the meeting.

Section 8. Attendance and Participation in Meetings by Means of Remote Communication. The Board of Directors may authorize individual attendance and participation by Board members at meetings through one or more means of remote communication. Participation in a meeting through a form of remote communication authorized by the Board of Directors constitutes personal presence at the meeting.

Section 9. Annual Meeting. The annual meeting of the Board of Directors shall be held each year at such time and place and in such manner as the Board may determine, for the purpose of electing directors and officers and for the transaction of such other business as shall come before the meeting.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held from time to time at such times and places and in such manner as the Board may determine.

Section 11. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the President or by any one of the directors, and shall be held at such times and places and in such manner as the Board may determine.

Section 12. Notice. Notice of a meeting shall be mailed to each director, addressed to the director at his or her address according to the last available records of this corporation at least five (5) days before the day on which the meeting is to be held, or delivered personally or by telephone facsimile transmission, or electronic communication which meets the requirements of Article I Section 17, not later than two (2) days before the day and which the meeting is to be held, however, notice need not be given if the date, time and place of the meeting were announced at a previous Board meeting. The notice shall state the time, place and manner of the meeting, but need not state the purposes thereof. Notice will be deemed waived by any director who attends the meeting in person or participates in the meeting via remote communication, unless the director objects at the beginning of the meeting that the meeting is not lawfully called or convened and does not participate in the meeting. Notice also may be deemed waived if the director consents to such waiver of notice in writing or by electronic communication which meets the requirements of Article I Section 17, before, after or during the meeting.

Section 13. Quorum. Except as otherwise provided by statute or by these Bylaws, one-half (1/2) of the total number of directors shall be required to constitute a quorum for the transaction of business at any meeting, and the act of majority of the directors present at any duly-held meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the directors present may adjourn a meeting from time to time until a quorum is present. Notice of any adjourned meeting need not be given, other than by announcement at the meeting at which adjournment is taken. If a quorum is present when a duly called or held meeting is convened, the directors present may continue to transact business until adjournment, even through the withdrawal of directors originally present leaves less than the number otherwise required for a quorum.

Section 14. Proxy Voting. Proxy voting shall not be permitted.

Section 15. Action Without Meeting. Any action that may be taken at a meeting of the Board of Directors may be taken without a meeting, when authorized in a written action signed or consented to in an electronic communication which meets the requirements of Article I Section 17. If authorized in the Articles of Incorporation and if the action does not require the vote of any members, with written action must be approved, in one or more counterparts, by the number of directors that would be required to take the same action at a meeting of the Board of Directors at which all directors were present. If the Articles of Incorporation are silent regarding written action or if the action requires a vote of any members, the written action must be approved, in one or more counterparts, by all of the directors. If the Articles of Incorporation provide for a different requirement regarding the number of votes required for a written action, the Articles of Incorporation shall be followed.

Section 16. Conflicts of Interest. Except as permitted by law, with respect to any contract or other transaction between this corporation and any director (or an organization in which a director is a director, officer, or legal representative or has a material financial interest), the material facts as to such contract or transaction and as to the director's interest must be fully disclosed or known to the Board of Directors prior to approval of such contract or transaction, and the interested director may not be counted in determining the presence of a quorum and may not vote.

Section 17. Electronic Records and Signatures. This Corporation recognizes that authenticated electronic communication which meets the requirements of this section may legally satisfy written record and signature requirements necessary for valid records, signatures, and contracts. Authenticated communications are those communications that set forth information from which the corporation can reasonably conclude that the communication was sent by the purported sender and are delivered to the principal place of business of the corporation, or to an officer or agent of the corporation who is authorized by the corporation to receive the communication. Electronic records are records that are created, generated, sent, communicated, received or stored by electrical, digital, magnetic, wireless, optical, electromagnetic or similar technologies. Valid electronic signatures are those that are expressed through an electronic sound, symbol or process, and that are logically associated with a record and executed or adopted by a person with intent to sign the record.

ARTICLE II
OFFICERS

Section 1. Number of Officers. The officers of the organization shall be a President, a Treasurer, and a Secretary. Two or more offices may be held by one person.

- a. **President.** The President shall be the chief executive officer and shall preside at all meetings of the Board of Directors and its Executive Committee, if such a committee is created by the Board.
- b. **Secretary.** The Secretary shall give notice of all meetings of the Board of Directors and Executive Committee, shall keep an accurate list of the directors, and shall have the authority to certify any records, or copies of records, as the official records of the organization. The Secretary shall maintain the minutes of the Board of Directors' meetings and all committee meetings.
- c. **Treasurer.** The Treasurer shall be responsible for conducting the financial affairs of the organization as directed and authorized by the Board of Directors and Executive Committee, if any, and shall make reports of corporate finances as required, but no less often than at each meeting of the Board of Directors and Executive Committee.

Section 2. Election and Term of Office. The officers shall be elected annually by the Board of Directors at the annual meeting. Each officer shall serve a one year term or until a successor has been elected and qualified.

Section 3. Removal or Vacancy. The Board of Directors shall have the power to remove an officer or agent of the organization. Any vacancy that occurs for any reason may be filled by the Board of Directors.

ARTICLE III
BOOKS AND RECORDS

The corporation shall keep at its registered office correct and complete copies of:

- a. Its Articles of Incorporation and Bylaws;
- b. Accounting records; and
- c. Minutes of meetings of the Board of Directors and of committees having any of the authority of the Board of Directors.

ARTICLE IV
CORPORATE SEAL, EXECUTION OF INSTRUMENTS

The organization shall not have a corporate seal. All instruments that are executed on behalf of the organization which are acknowledged and which affect an interest in real estate shall be executed by the President. All other instruments executed by the organization, including a

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release of mortgage or lien, may be executed by the President. Notwithstanding the preceding provisions of this section, any written instrument may be executed by any officer(s) or agent(s) that are specifically designated by resolution of the Board of Directors.

ARTICLE V **AMENDMENT TO BYLAWS**

The bylaws may be amended, altered, or repealed by the Board of Directors by a majority of a quorum vote at any regular or special meeting. The text of the proposed change shall be distributed to all board members at least ten (10) days before the meeting.

ARTICLE VI **DISSOLUTION**

The organization may be dissolved only with authorization of its Board of Directors given at a special meeting called for that purpose, and with the subsequent approval by no less than two-thirds (2/3) vote of the Board of Directors. In the event of the dissolution of the organization, the assets shall be applied and distributed as follows:

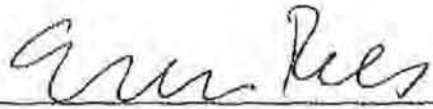
Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VII **INDEMNIFICATION**

To the full extent permitted by the Colorado Revised Nonprofit Corporation Act, as amended from time to time, or by other provisions of law, each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, wherever and by whomsoever brought (including any such proceeding, by or in the right of the corporation), whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Member, incorporator, director or officer of the corporation, or he or she is or was serving at the specific request of the Board of Directors of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding;

provided, however, that the indemnification with respect to a person who is or was serving as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall apply only to the extent such person is not indemnified by such other corporation, partnership, joint venture, trust or other enterprise. The indemnification provided by this Article shall inure to the benefit of the heirs, executors and administrators of such person and shall apply whether or not the claim against such person arises out of matters occurring before the adoption of this provision of the Bylaws.

These Bylaws have been approved and adopted by the Board of Directors of this corporation by written action dated 10.30, 2013


Secretary

Date: **MAY 30 2014**

TELEVISION VIEW FESTIVAL
C/O ERIN KIRBY
PO BOX 2112
MARIETTA OH 45754

Employer Identification Number:
46-1506139
EIN:
17053128151043
Contact Person:
CUSTOMER SERVICE 124 31354
Contact Telephone Number:
(877) 829-8306
Accounting Period Ending:
March 31
Public Charity Status:
170(b)(1)(A)(vii)
Form 990 Required:
Yes
Effective Date of Exemption:
October 10, 2011
Contribution Deductibility:
Yes
Addendum Applies:
No

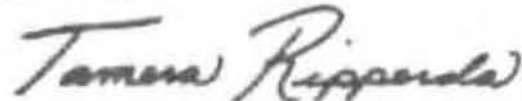
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. You are also qualified to receive tax deductable bequests, devises, transfers or gifts under section 170(e), 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under sect. (a) 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 1821-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure Publication 1821-PC

Letter 411

DR C 180 (02/15/11)
COLORADO DEPARTMENT OF REVENUE
DENVER CO 80201-0019

CERTIFICATE OF EXEMPTION FOR STATE SALES/USE TAX ONLY

**THIS LICENSE IS
NOT TRANSFERABLE**

USE ACCOUNT NUMBER <small>for all references</small>	LIABILITY INFORMATION	ISSUE DATE
98006304	U 101813	Dec 28 2015

532 W Colorado Ave
Telluride CO 81435



TELLURIDE FIRE FESTIVAL
PO BOX 2525
TELLURIDE CO 81435-2525

Executive Director
Department of Revenue

Susan Johnston

From: Chris Broady
Sent: Monday, January 04, 2016 4:32 PM
To: Susan Johnston
Subject: RE: Telluride Fire Festival Application for Review

I have reviewed the application and have no concerns with this event.

Thanks
Chris Broady
Chief of Police
Town of Mountain Village
O: 970.728.9281
F: 970.728.9283
[Email Signup](#) | [Website](#) | [Facebook](#) | [Twitter](#) | [Pinterest](#) | [Videos On Demand](#)

From: Susan Johnston
Sent: Wednesday, December 30, 2015 5:21 PM
To: Chris Broady
Subject: Telluride Fire Festival Application for Review

Hi Chief!

Would you please review the attached application for the Fire Festival? The application will be presented for Town Council approval January 11th at 2:00pm (before the IG meeting). Let me know if you have any questions.

Thank you and Happy New Year!!!

Susan Johnston
Deputy Town Clerk
Town of Mountain Village
O: 970.369.6429
[Email Signup](#) | [Website](#) | [Facebook](#) | [Twitter](#) | [Pinterest](#) | [Videos On Demand](#)

Memo

To: Mayor Jansen and Town Council
From: James Mahoney
CC: Deanna Drew; Jackie Kennefick
Date: January 8, 2016
Re: Request for Bonfire on OSP 49R in Conjunction with Fire Fest Special Even

On January 7th, the Town received a request from the organizers of Fire Fest to have a bonfire on OSP 49R (top of lift 7 – summer wedding site area) during the evenings of January 15th and 16th, in conjunction with their parties being held at the Ridge Club those nights.

The applicant will be providing you with more information immediately prior to and at the Special Meeting on Monday January 11th, so I don't have a complete picture to give you at this time, but wanted to provide an analysis of this request for your consideration.

At least initially staff has required Fire Fest to provide you with a site plan, control plan, written permission from TSG (landowner) and written permission from the Fire District by 9:00 a.m. on Monday in order to be further considered by Council. We will have you that information as soon as we receive it.

The Town's Open Burning regulations only permit the burning of wood piles/slash and other similar materials in conjunction with a fire mitigation project, a forest management project or ski area improvement project and requires an insurance policy of Five Million Dollars in aggregate in order for the Town to permit an open burn. Fire Fest only has a policy of Two Million Dollars.

On the other hand, the Town's special event regulations allow for open fires when they are part of a special event, but those provisions are specific to open fires within the Village Center. However, they do provide some insight into the ability to perhaps approve an open burn in conjunction with a special event application; however, given the nature of the request and the fact that the Open Burning Regulations would not permit this type of bonfire, staff did not feel comfortable

approving this without Council considering this and making the ultimate determination.

As soon as we receive more information from Fire Fest we will provide that to you.

Telluride Fire Festival

January 15, 16, 17 2016: Free fire art and performances, 5-8pm each night in Mountain Village.

January 14, 5:30pm-7:30pm VIP event is in the Great Room/Gondola mid-station

January 15 & 16, 9pm ticketed events take place in the Great Room/Gondola mid-station

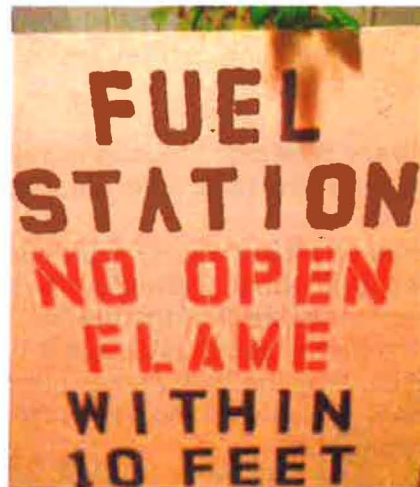
Map legend for art installations, fire cauldrons, performance stage, art cars—at the end of this document:

Red letters on maps represent art, cars, stage, cauldrons pictured and described below

A Fuel station:

One main fuel station in Mountain Village will be used for fire performers. Only performers will be allowed in the fuel station to "dip" just before their performances. A safety person will be in charge of these fuel stations at all times. After each evening performance has ended, fuel will be taken to a locked storage area in Mountain Village.

Fuel station to be fenced on four sides and signed using the below sandwich board signage and fencing. See images below.



Fire Art Cars

There are two Fire Art Cars:
"Phoenix Dragon of Fire" and
"Shack To-hell-u-ride" for Mountain Village Heritage Plaza.

Below are images of two art cars.
Mobile art vehicles will be primarily stationary during all evening display times.

TELLURIDE FIRE PROTECTION DISTRICT
PO BOX 1645
TELLURIDE, CO 81435
(970) 728-9801

*Accepted pending field inspections
12/15/15 J. D. [Signature]*



B Phoenix Dragon of Fire:

35 x 16'.5"

Fire effects fuel: Propane

Weight: 5,300 pounds, and has optional "air bag" suspension springs. Based on a 1997 GMC Safari AWD Van

SAFETY FEATURES:

Safety Equipment: Two, 10 pound ABC fire extinguishers, a full first-Aid Kit, Fire Blanket, and a bucket and a gallon of water are on board at all times.

Propane Effects: Storage is contained in four, 50-lb Certified Propane Tanks. (10 Gallons fuel, each) NOTE: Only carries two tanks on-board at any one time. Tanks are mounted and secured inside the Van "Cargo" area. (All windows open or removed)

Fuel Delivery System: Propane is supplied through a fuel regulator set to 20-pounds. Right at the tank, after the regulator is a 1/4 turn shut-off valve.


The propane certified hose is routed up past the driver where there is another 1/4 turn shut-off valve. From there the hose continues into a small BBQ-style tank located in the neck of the dragon, this is called an "accumulator" tank. Has another 1/4 turn shut-off valve and a pressure gauge to monitor system performance. Propane then comes out of the accumulator tank through a 12-volt normally closed solenoid valve. (the driver of the dragon can "blow flames" from this control.)

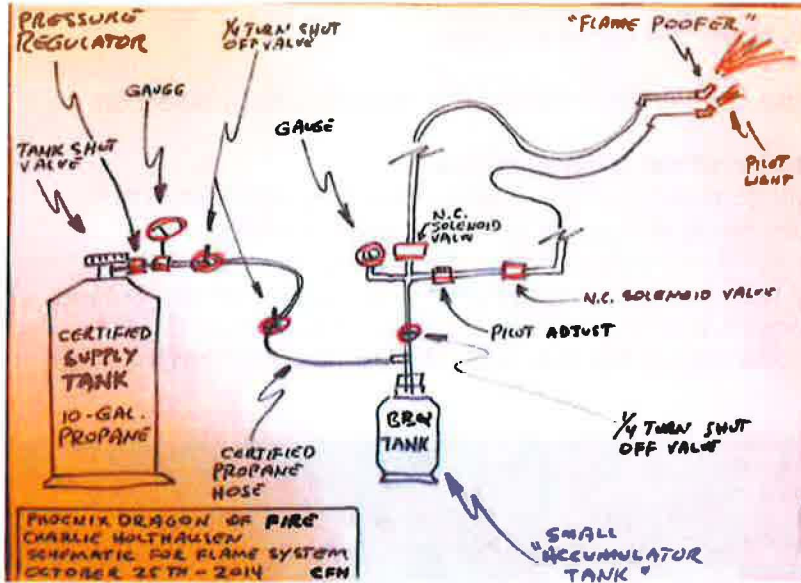
Branching off from the original supply hose and before the accumulator tank is a small "pilot circuit" controlled with a normally closed 12-volt solenoid valve and a small pilot adjusting valve.

There are two "dead man" emergency switches located up on top of the dragon and also below at street level to completely shut down the entire system.

Please refer to the diagram below:

TELLURIDE FIRE PROTECTION DISTRICT
PO BOX 1645
TELLURIDE, CO 81435
(970) 728-3801

12/15/15 



Weight: 5,300 pounds, and has optional "air bag" suspension springs. Based on a 1997 GMC Safari AWD Van

Generator: For nighttime illumination and sound, a small super quiet Honda 2000 Generator is mounted in the rear, under the stairs.



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12/15/15

C Shack To-Hell-U-Ride

19' x 8'.6" x 12' tall

Weight: 8,000 lbs

Body is a cut down 1989 Ford Transporter van

Fire effects fuel: Propane

SAFETY FEATURES:

The car has an enclosed storage area for the fuel tank with a fuel regulator and a 1/4 turn shut-off valve. There is a safety shut off valve located within reach of the driver/operator, which can be switched off at any time. All fire will immediately be extinguished when the shut off valve is used. Safety staff personnel will be on board to ensure the safety of passengers at all times. Two

fire extinguishers will be on the car at all times.

Both art cars were approved in 2015 by the Fire Marshal after inspection.

Fire performer detail and safety measures

All fire performers will go through a gear/safety check by designated fire performer lead, before being allowed to perform—each evening.

Performers will wear nonflammable clothing, and be sober.

All performances will take place on a stage that is 18" to 24" off the ground.

One stage will be placed under the below pictured arch each evening for performances and moved out of the way after the evening performances are over.



D The Numinous Eye

40' X 25'

Weight: 1,600 lbs.

Fire effects fuel: Propane

SAFETY FEATURES

1/4 turn ball valves are on each propane tank and includes a main shut off valve with label that turns off all the propane flow immediately, should the need arise. All fuel lines and solenoid valves and propane rated.

TELLURIDE FIRE PROTECTION DISTRICT
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(970) 728-3801

12/15/13 *[Signature]*



E Wood burning cauldron example

4 to 5' wide on feet to protect the pavers/asphalt

Cardboard box of wood for burning located next to Cauldron; wood will be non-treated, dimensional lumber scraps

Town fire cauldrons will have spark arresters

One safety person to be stationed at each fire cauldron

F Stage for performers

24' x 8' x 18" or 24" high

(Not pictured here)

Stage will be snow shoveled by Festival staff



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(970) 728-3801

12/15/15
[Signature]

G The Pyred Eye (interactive art installation) Sunset Plaza

20' x 10' x 15 deep'

Weight: 275 lbs.

Fire effects fuel: Propane

Power: 120 volt power

Cable covers to be used to cover extension cord leading to power outlet on the plaza

Interactive aspect: Uses a wheel to turn the piece by the attendees. Comes out 5' from the installation.

SAFETY FEATURES:

Will have a water bath to keep propane from freezing.
A burn kit will be located at the main control panel along with one ABC fire extinguisher. For addition safety, they also keep Duvetyne and a wet towel handy for any possible burns or unexpected fire. 1/4 turn ball valves will be on the valves of each 100lb tank and a main shut off valve will be clearly labeled that will turn off all the propane flow with one 1/4 turn ball valve. All fuel lines and solenoid valves are propane rated. Pressure is regulated by a propane rated regulator and will be tuned for the appropriate altitude. There will be a trained fire safety on the controls at all times. In the event of a malfunction or burn or unexpected fire, the tanks will immediately be turned off, and the solenoid valves cut from power so no further fuel enters the sculpture.



H The Burning Pink Pipe Organ

8' x 10' x 10'

Weight: 1,100 lbs.

Fire effects fuel: Propane

Power: Using two 110 powered extension cords to be covered with cable covers.

Interactive aspect: Attendees will play organ to make flames "grow"

SAFETY FEATURES:

The propane tank is stored in an enclosed area inside the organ. It has a fuel regulator with a 1/4 turn shut-off valve. There is a safety shut off valve located within reach of the operator staged with the organ, which can be switched off at any time. All fire will immediately be extinguished when the shut off valve is used. Safety staff personnel will be on hand to ensure the safety of guests interacting with the keys at all times. One fire extinguisher will be next to the installation at all times.

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TELLURIDE, CO 81435
(970) 728-3801

12/15/13
[Signature]



I Oscillaton II with operator named Sylph

Oscillation: 15' x10', Sylph is 6'.5" tall

Weight: 1,000 lbs.

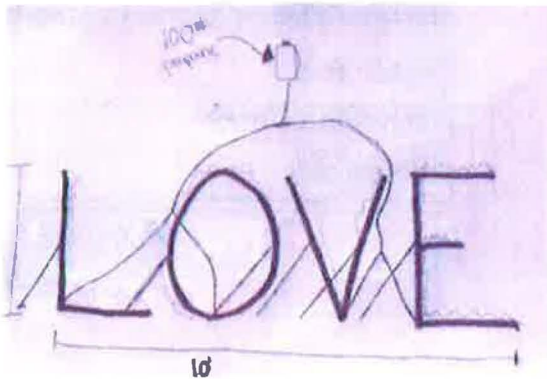
Power: Requires 3- 5 individual 115vac 15amp outlets

Fire effects fuel: Propane

Cable covers to be used to cover extension cord leading to power outlet on the plaza

SAFETY FEATURES:

Has quarter turn shut off valves at the fuel tank. Fire extinguisher and artist to be at the installation during all event times.



TELLURIDE FIRE PROTECTION DISTRICT
PO BOX 1645
TELLURIDE, CO 81435
(970) 728-3801

12/15/15
gib

J LOVE

10' X 7'

Created from one inch stainless steel tubing, the flames comes through tiny holes in the letters (like Keith's Heart on display here last year).

SAFETY FEATURES:

One, one hundred lb fuel tank to be used with a quarter turn shut off valve. Fire extinguisher and artist to be at the installation during all event times to make sure people do not get to close to small flames.

Image to come. Installation is not completed.

K Inertia Flame

6' x 13'

Weight: 800 lbs.

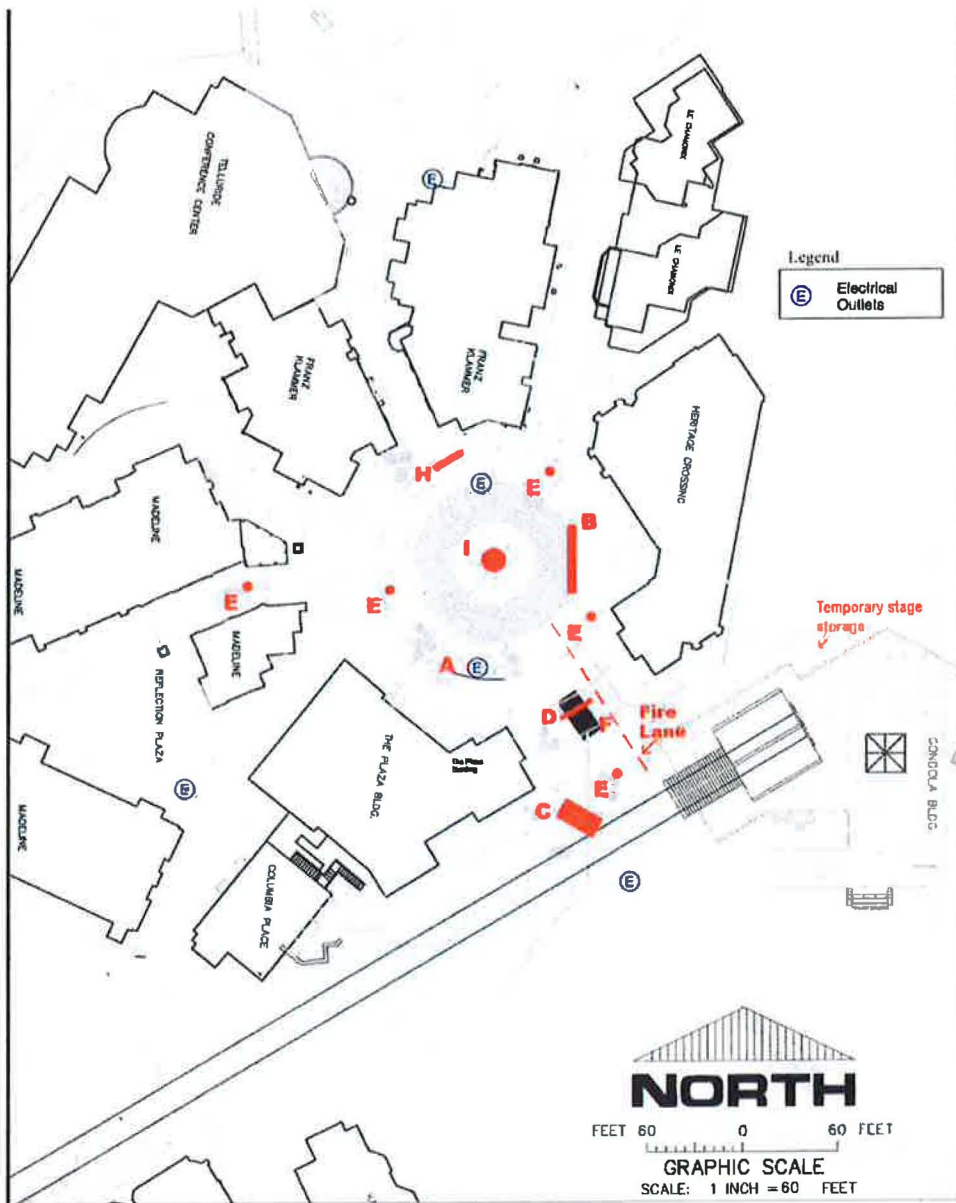
Inertia Flame is a rotating bonfire pit. Perforated metal screen is attached to the skeletal framework to keep the consumables in, while allowing a small amount of tiny embers to escape playfully. The 3 legs of the tripod, or "outriggers," move independent of each other and are controllable through a variety of interfaces including remote control, sensor feedback, or a random motion algorithm. The beauty and simplicity of this design is that the consumables can be anything really, and there is no "explosive" element to it since it is pressurized gas from an air supply at a safe distance from the sculpture. Fire is intensified as each pneumatic leg drops down and the air is released into the atmosphere, which we are focusing into a jet of air pushing through the fire pit itself. The total effect will be mesmerizing and unique.

SAFETY FEATURES

The installation has a control panel where people can operate the robotics with a simple joystick or alternative control options. When the pneumatic pistons fill up, they contain air, which is released upon deflating them. The deflated air is plumbed to shoot up through the fire pit shape, like a bellows it will intensify the fire. This is a creative way to use wood and kinetics to make a fire pooper with only compressed air. A fire extinguisher will be next to the installation at all times.

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**Heritage Plaza
& The Beach**



Mountain Village Special Events
 Special Event Map
 ph: 970-369-8235 fx: 970-369-8119
 www.townofmountainvillage.com

1" = 60'
 2-10-15

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[Signature]



The two maps above show all fire art placement for Heritage Plaza Mountain Village and Sunset Plaza

Map legend (for both maps):

Red letters on map represent fire art, fire art cars, stages, cauldrons listed in this document.

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Fire art installations to be atop the Gondola
Fire art Installation detail



Propane Owl Sculpture (Located on Ridge Club property on a platform on top of the snow outside the Great Room—approval has been given by Ridge Club Manager, Steve Estes)

Size: 24' x 11' x 4'

The sculpture is illuminated with LED lighting and static propane flame effects in his belly, head, and along his wings.

Fire effects fuel: Propane

The propane is piped in using rubber propane lines and is expelled through small holes in steel-wool-encased copper tubing. Fuel is stored 10 feet from sculpture.

Weight: 500 lbs. Uses propane to burn and create the flame affects.

SAFETY FEATURES:

One designated safety professional posted at the sculpture while the propane tanks are connected to the sculptures and when propane effects are lit. "Do Not Touch" signs will be posted near the sculpture and it will be responsibility of the safety professional to enforce this rule. There will also be no smoking signs posted near the propane take housings. One fire extinguisher and Duvetyne blankets located 20 feet from each propane tank housing, a total of 3 on site. This installation carries their own insurance.

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Artistic structure to be burned (*Located on the ski area outside gondola*)

This will likely be made of wood pallets and clean (unpainted and untreated) construction lumber salvaged from Telluride construction dumpsters. Three safety personnel in protective fire gear and fire extinguishers will be staged at the structure. Safety personnel will be staged with the guests to keep people away from flames.

Additional safety and environmental precautions:

All ash and debris will be removed from the site after the event.

Please note: We are currently working on approval for the above art installation

Safety measures—other

FIRE will provide one safety person per every three, fire performers. Safety personnel will have a fire blanket and 10lb fire extinguisher on their person. FIRE will train all safety personnel in the proper use of a fire extinguisher and fire blanket. (See training info at the end of this document). FIRE is asking TELLURIDE FIRE PROTECTION DISTRICT to perform a 20-minute training for FIRE safety personnel again for the 2016 event. If TELLURIDE FIRE PROTECTION DISTRICT performs safety training, this will occur one week prior to the Festival on a date to be confirmed and approved with TELLURIDE FIRE PROTECTION DISTRICT.

FIRE will provide one safety person per fire installation.

FIRE will provide one safety person at each fire cauldron. Firewood will be removed each evening and relocated to the locked storage locker for safekeeping.

FIRE will provide safety personnel to keep people a safe distance away from performers and fire art.

Special note: art cars are meant to be interactive and flame affects are designed to be very far from the audience. Audience members will be allowed to be close or get on the art cars with supervision of the art car owners. TELLURIDE FIRE PROTECTION DISTRICT will inspect each art installation and art car after they have been set up and before the event begins and any fire is used. **Tentative date is January 14, 4:30pm.**

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[Signature]

FIRE has offered to pay or give entertainment tickets to volunteer fire fighters to assist with safety for the three-nights in town and Mountain Village, if they wish to participate.

FIRE shall ask Mountain Village establishments to remove awnings (or offer to temporarily remove awnings) that might be too close to fire heat

FIRE will require all safety staff to have a cell phone on their person at the event

FIRE will place $\frac{3}{4}$ " plywood under heavy art installations and/or art cars to evenly distribute weight and protect the ground surface from heat

FIRE will use $\frac{3}{4}$ " plywood to protect the road/surface area from heat of any fire cauldron or will have fire cauldrons on legs to prevent heat from damaging road/paver surface

FIRE shall provide and protect the fire lane access in Mountain Village (16 feet between The Numinous Eye and Tracks)

FIRE will provide four safety personnel in Mountain Village to be watchful of structures near fire installations, fire cauldrons, fire art cars and be prepared with a fire extinguisher should the need to use a fire extinguisher arise.

FIRE will provide security at night for installations left unattended in Mountain Village

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(970) 728-3801

12/15/15
[Signature]

Fire safety instructions for Telluride Fire Festival safety personnel (These instructions will be given to all FIRE safety staff)

How to use a fire extinguisher

Pull the Pin at the top of the extinguisher. The pin releases a locking mechanism and will allow you to discharge the extinguisher.

Aim at the base of the fire, not the flames. This is important - in order to put out the fire, you must extinguish the fuel.

Squeeze the lever slowly. This will release the extinguishing agent in the extinguisher. If the handle is released, the discharge will stop.

Sweep from side to side. Using a sweeping motion, move the fire extinguisher back and forth until the fire is completely out. Operate the extinguisher from a safe distance, several feet away, and then move towards the fire once it starts to diminish. Be sure to read the instructions on your fire extinguisher - different fire extinguishers recommend operating them from different distances. Remember: Aim at the base of the fire, not at the flames!!!!

Once the fire is out, don't walk away! Watch the area for a few minutes in case it re-ignites. Recharge the extinguisher immediately after use. Once the fire is out, don't walk away! Watch the area for a few minutes in case it re-ignites. Recharge the extinguisher immediately after use.

How to use a fire blanket

Fire blankets, along with fire extinguishers, are fire safety items that can be useful in case of a fire. These nonflammable blankets are helpful in temperatures up to 900 degrees and are useful in smothering small fires by not allowing any oxygen to the fire.

Protect your hands by wrapping them in the top edge of the blanket as you put out a fire.

Use the nonflammable blanket as a shield as you approach the fire.
Place the nonflammable blanket over the fire.

Wrap a fire blanket around someone whose clothes have caught on fire. The blanket will smother the flames without sticking to skin.

Do not throw a fire blanket over a fire. The chances are high that you will miss the fire, but be unable to retrieve the fire blanket.

You will most likely see smoke moving through the blanket. This is normal.

Leave the blanket in place until it's cool to the touch.

Call the fire department immediately from a safe location if the fire blanket is unsuccessful at putting out the fire or enlist another safety person for help at the scene.

Allow a fire blanket that has been in use at least 30 minutes to cool before using it again.

Clothing requirements for safety staff

Please wear cotton/jeans and watch out for poly. As safety staff member, please wear non-flammable clothing and leather gloves.

TELLURIDE FIRE PROTECTION DISTRICT
PO BOX 1645
TELLURIDE, CO 81435
(970) 728-3801

12/15/16 [Signature]

Crowd Management

FIRE shall provide staff for outdoor FESTIVAL activities on Mountain Village Plazas for crowd management. Six staff at each location managed by a lead person will be responsible to making sure people are not too close to fire performers or fire installations.

Crowd control and safety measures plan includes the following:

Protection of surrounding buildings and road/sidewalk surfaces:

Listed above in pages 1-12

Signage plan

The following signage will be utilized by FIRE:

Oak Street & Mtn Village Gondola Plaza stand-up banner

Pictured at left

Oak Street Gondola Plaza Sandwich Board Signage

Verbiage as follows: Free Fire Art Event Tonight 5-8pm. The above sandwich board will be in place by 11:00am on Jan. 15 and removed by 8:30pm on Jan. 17

Banner on wall in Station St. Sophia (for Hospitality in Lobby level off gondola platform) Pictured at right

Signage at fire performer fueling station in Mountain Village

Verbiage as follows: Fuel station. No open flame within 10 feet



Approved by:

[Signature]
Jim Boeckel, Fire Marshal
Telluride Fire Protection District

12/15/15
Date *Accepting Pending Field Inspection*

Scott Bennett, Fire Chief
Telluride Volunteer Fire Department

Date



Genesee General of Colorado
 390 Interlocken Crescent, Suite 140
 Broomfield, CO 80021
 www.geneseeins.com
 Date Prepared: 12/29/2015

Underwriter: Tara Weigle
 Phone: (303) 791-0600 Ext: 105
 Fax: (303) 791-0850
 Email: tweigle@geneseeins.com

General Liability

REVISED Quote Cover Letter

Agency: Insurance Of The San Juans	Insured: Telluride Fire Festival
Address: 746 E MAIN ST Montrose, CO 81401-	Address: P.O. BOX 2525 Telluride, CO 81435
Phone: (970) 252-8580 Fax: (970) 252-1983	
Contact:	

Effective Date: 1/14/2016	Carrier: Acceptance Indemnity Insurance Company
Expiration Date: 1/18/2016	Non-Admitted

Please refer to Coverage Details on the attached Quote.

Premiums

	<u>General Liability</u>
Term Premium:	5,450.00
Policy Fee *:	325.00
Surplus Lines:	173.25
Total:	5,948.25
Min Earned Premium:	1,363.00
Commission:	12.00%

Fees are Fully Earned

TERMS, CONDITIONS & EXCLUSIONS / REQUIREMENTS TO BIND

ALL VENDORS REQUIRED TO CARRY GL COVERAGE WITH LIMITS EQUAL TO OUR INSURED AND NAME OUR INSURED AS ADDITIONAL INSURED.
 CERTS REQUIRED PRIOR TO BINDING.

THIS CONTRACT IS DELIVERED AS A SURPLUS LINE COVERAGE UNDER THE NON ADMITTED INSURANCE ACT. THE INSURER ISSUING THIS CONTRACT IS NOT LICENSED IN COLORADO BUT IS AN APPROVED NON ADMITTED INSURER. THERE IS NO PROTECTION UNDER THE PROVISION OF THE COLORADO INSURANCE GUARANTY ASSOCIATION ACT.

This quote is valid until 1/28/2016 and the coverage offered may differ from that requested in the application, or from what was on the prior policy. Failure to provide the requested coverage shall impose no liability on Genesee General.



Genesee General of Colorado
 390 Interlocken Crescent, Suite 140
 Broomfield, CO 80021
 www.geneseeins.com
 Date Prepared: 12/29/2015

Underwriter: Tara Weigle
 Phone: (303) 791-0600 Ext: 105
 Fax: (303) 791-0850
 Email: tweigle@geneseeins.com

General Liability

REVISED Quote

Insured: Telluride Fire Festival

Limits Of Insurance		Loc#	Bldg#	Address
Policy Type:	Occurrence	1	1	various street addresses on file with company, TELLURIDE, CO 81435
General Aggregate:	\$ 2,000,000			
Each Occurrence:	\$ 1,000,000			
Prod/Comp Ops:	\$ 2,000,000			
Personal Adv Injury:	\$ 1,000,000			
Damage To Rented Prem:	\$ 100,000			
Medical Expense:	\$ EXCLUDED			
Deductible: \$500 Bodily Injury And Property Damage - Per Claim				

Loc	Classification of Risk	Premium Basis	Premium
1 - 1	40000 - SPECIAL EVENT - CATEGORY IV	Each 1	\$5,000.00

Additional Coverages	Premium

Additional Insureds	Name and Address (if applicable)
Additional Insured	TOWN OF MOUNTAIN VILLAGE OWNERS ASSOCIATION 113 LOST CREEK LANE TELLURIDE, CO 81435
Additional Insured	TOWN OF MOUNTAIN VILLAGE HERITAGE PLAZA/SUNSET PLAZA, 455 MOUNTAIN VILLAGE BLVD TELLURIDE, CO 81435
Additional Insured	CCAASE PO BOX 397 TELLURIDE, CO 81435
Additional Insured	RIDGE CABIN LOT LLC AND THE LOT 161A-1R BUILDING OWNERS INC THE GREAT ROOM & UNIT 7, LOT 161A-14 BUILDING, 2 COONSKIN RIDGE LANE TELLURIDE CO 81435 See Additional Insureds attached.

Commercial General Liability Premium: \$5,450.00

Notes

This quote is valid until 1/28/2016 and the coverage offered may differ from that requested in the application, or from what was on the prior policy. Failure to provide the requested coverage shall impose no liability on Genesee General.



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Additional Insureds

Quote

Insured: Telluride Fire Festival

Loc	Type	Name and Address (if applicable)
	Additional Insured	ELEMENT 52 398 SOUTH DAVIS TELLURIDE, CO 81435
	Additional Insured	TOWN OF TELLURIDE, ITS AGENTS, OFFICERS & EMPLOYEES WILKINSON P
	Additional Insured	MOUNTAIN LODGE TELLURIDE 457 MOUNTAIN VILLAGE BLVD TELLURIDE, C
	Additional Insured	TELLURIDE FORGE LLC 250 JUNIPER VILLAGE LANE PLACERVILLE, CO 8143
	Additional Insured	TSG SKI & GOLF LLC 565 MOUNTAIN VILLAGE BLVD TELLURIDE, CO 81435

This quote is valid until 1/28/2016 and the coverage offered may differ from that requested in the application, or from what was on the prior policy. Failure to provide the requested coverage shall impose no liability on Genesee General.



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Schedule of Forms And Endorsements

Quote

Page 4 of 4

Insured: Telluride Fire Festival

GENERAL LIABILITY

CO 0010 COMMON POLICY DEC
CO1010 FORMS
CO 1012 SERVICE OF SUIT
CO 1016 EARNED PREMIUM ENDT
CO 2010 MIN AND DEPOSIT ENDT
AL1452 ASSAULT & BATTERY EXCL
IL0017 COMMON POLICY CONDITIONS
IL0021 NUCLEAR ENERGY ENDT
AL0001 CGL DEC
AL0144 SPECIAL EXCL AND LIMITATIONS
AL1499 SPECIAL EVENT LIMITATIONS
AL1446 LIMITATION OF PREMISES-PROJECT
AL2102 DELETE NONRENEWAL NOTICE
CG0001 CGL
CG0067 VIOLATION OF STATUTES
CG2108 EXCL-ACCESS OR DISCLOSURE OF PERSONAL INFO
CG0300 DEDUCTIBLE
CG2011 ADDITIONAL INSURED ENDT
AL1453 AMENDMENT OF LIQUOR LIABILITY EXCL
AL1486 UNSCHEDULED ACTIVITIES OR EVENTS EXCL
AL2109 PARTICIPANTS EXCL
CG2146 ABUSE OR MOLESTATION EXCL
CO1015 FULLY EARNED PREMIUM ENDT
CG2139 CONTRACTUAL LIAB LIMITATION
CG2135 MEDICAL PAYMENT EXCL
CG2147 EPL EXCL
CG2149 TOTAL POLLUTION EXCL

This quote is valid until 1/28/2016 and the coverage offered may differ from that requested in the application, or from what was on the prior policy. Failure to provide the requested coverage shall impose no liability on Genesee General.

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AND STAGING AGREEMENT (this "**Agreement**") is entered into and made effective as of this 8 day of January, 2016 ("**Effective Date**") by and between TSG SKI & GOLF, LLC, a Delaware limited liability company ("**TSG**") and Telluride Fire Festival ("**Licensee**"). Whereas TSG is the owner of Lot OSP-49R, located in the Town of Mountain Village, San Miguel County, Colorado (the "**TSG Property**") and Licensee desires to hold an event for the Fire Festival on TSG Property and requests that TSG grant temporary, non-exclusive licenses on, over and across portions of the TSG Property to allow Licensee ingress and egress to/from TSG Property and to stage a Fire Festival Event, as described below on TSG Property, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree hereto as follows:

1. **Grant of Temporary Licenses.** TSG hereby grants to Licensee, including its employees, contractors, subcontractors, consultants, guests and invitees ("**Authorized Persons**") a temporary, non-exclusive license on, over and across the TSG Property illustrated on **Exhibit A** attached hereto and incorporated by reference herein solely for purpose of installing a pallet structure/sculpture and installing an owl sculpture (and/or other similar fire art suitable for the site, as agreed upon in writing) for a Fire Festival Event, including the building and construction of a pallet "cube-like" 25 ft. tall art sculpture that will be burned ("**Construction Work**"). The costs of the Construction Work will be borne solely by Licensee. TSG hereby further grants to the Authorized Persons a temporary, non-exclusive license ("**Temporary Access License**") on, over and across the TSG Property, also illustrated on **Exhibit A** ("**Event License**") solely for purpose of ingress and egress to and from TSG Property to attend the Fire Festival Event on TSG Property. Nothing herein shall grant the Licensee any additional rights or interests other than as specifically stated herein. The temporary Construction License and the temporary Event License shall hereinafter be referred to collectively as the "**Temporary Licenses.**" The Parties further covenant and agree as follows.

1.1 The Temporary Licenses are granted for the purposes specified herein and Licensee shall have no right to use the Temporary Licenses for any other or additional use or purpose. The Temporary Licenses are granted subject to all prior encumbrances and other matters of record, burdening and affecting TSG Property located within the Town of Mountain Village and San Miguel County, Colorado. Licensee further covenants and agrees to secure all other necessary permits and approvals as may be required by Town of Mountain Village and/or San Miguel County at Licensee's sole cost and expense. TSG expressly reserves unto itself, the right to use and enjoy the land covered by the Temporary Licenses for all lawful purposes that will not interfere with the specific rights hereby granted to Licensee and grant additional licenses, easements or rights-of-way upon or across TSG Property to other persons or entities that will not interfere with the rights hereby granted to Licensee.

2. **Term and Event.** The Fire Festival Event shall take place on TSG Property on January 8-January 17, 2016. On January 8, 2016, Licensee and Authorized Persons shall be permitted to commence Construction Work on TSG Property for the sole purpose of constructing "cube-like" pallet structure for the Fire Festival Event. The term ("**Term**") of the Temporary Licenses shall commence as of January 8, 2016, and shall terminate on or before January 17, 2016. The Term of this Agreement may be extended upon the parties' mutual written consent.



Temporary License Agreement
Page 2 of 5

A handwritten signature in blue ink, consisting of a stylized initial 'G' followed by 'mm'.

3. **Operations.** Licensee shall, at its sole cost and expense, be responsible for all costs associated with the repair, replacement, re-grading and resurfacing of TSG Property to be restored to previous and natural condition as of January 17, 2016, normal wear and tear excepted ("**Restoration Work**"), including damage to water bars along TSG Property that result from Construction Work or transportation of equipment to the Licensee Property. Licensee shall cause the Restoration Work to be performed within ten (10) business days after the completion of the Construction Work, and shall be considered complete only upon final approval of TSG. Appropriate safety measures and devices, including signage, fencing and gates shall be installed throughout the Construction Work area and fully removable at the end of the Term. Licensee warrants that it shall comply with all applicable federal, state and local laws, rules, statutes, regulations and safety standards in connection with Licensee activities hereunder and that all work shall be performed in a professional, workmanlike of similar nature and quality associated with regional industry practices and standards. Licensee is responsible for promptly paying Licensee's contractors and Authorized Persons for all of the cost and expense related to the Construction Work and Restoration Work, and shall not allow any liens arising out of the Construction Work to be placed on any portion of the TSG Property by any third parties of any kind. Licensee will take appropriate measures to locate and avoid underground utilities on the TSG's Property during construction. If necessary, appropriate safety measures and devices, including signage, shall be installed at appropriate locations throughout TSG Property.

3.1 **No Adverse Impact.** During the phase of Construction Work, Licensee agrees to maintain TSG Property in a clean, safe, and orderly condition. At the end of each work day Licensee shall remove all rubbish, materials, and debris caused by its construction activities. Notwithstanding any provisions stated herein, in no event shall any work by the Licensee adversely impact the use, operations or enjoyment of the Telluride Ski & Golf Resort or any other property owned by TSG in any material respect. For purposes of this Agreement, the phrase "shall not adversely impact", or its equivalent, shall mean that Licensee shall (at its sole cost and expense) perform all of the work contemplated herein in a manner that will not cause a material devaluation of, disturbance to or interference with the day-to-day use, operation or enjoyment of the Telluride Ski & Golf Resort, including but not limited to, skiing, snowmaking, grooming, snow cat operations, irrigation or lift operations, or any other summer-related operations ("**TSG Operations**"). A violation of this provision shall require the immediate mitigation by Licensee at its sole cost and expense at TSG's reasonable specifications; provided, however, that TSG shall provide Licensee with prior written notice of any such violation.

4. **Storage Fees and Deposit.** Upon execution of this Agreement, Licensee agrees to tender payment to TSG in the amount of \$ 0.00 as an administrative/license fee for this Agreement. Licensee further agrees to deposit with TSG, \$ 0.00 prior to the commencement of the Term which shall be considered a refundable restoration, re-vegetation and clean-up deposit to be returned to Licensee upon inspection and written approval of TSG at the completion of the Construction Work.

5. **Insurance.** The Licensee shall keep and maintain, for itself and Authorized Persons, at Licensee's sole cost and expense during the Term: (i) a general liability insurance coverage for the Temporary License containing minimum limits per occurrence of \$1,000,000 and \$2,000,000 in the aggregate; and, (ii) Worker's Compensation insurance coverage adequate to comply with all statutory requirements covering all persons employed by Licensee with minimum limits of at least One Million Dollars (\$1,000,000.00) (the "**Policy**"). Prior to the commencement of the Term, Licensee shall provide TSG with a certificate of insurance naming TSG Ski & Golf, LLC as an additional insured on the Policy.

TSG shall be given immediate notice of any cancellation or change in the Policy. TSG shall be named as an additional insured on the Policy and coverage shall apply on a primary and non-contributory basis.

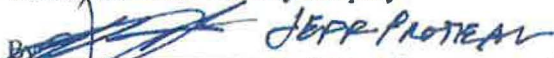
6. **Indemnity.** Licensee agrees to indemnify, defend and hold harmless TSG and its officers, directors, and employees, agents and affiliates from and against any and all claims arising out of or related to any loss, cost, damage or injury (including without limitation, death of any person or damage to property of any kind) arising out of or in connection with or related to Licensee's occupancy, use, or operations on TSG's Property, or the Construction Work or Restoration Work contemplated under this Agreement and Licensee's failure to perform any of the terms, conditions or obligations associated with this Agreement.

7. **Wetlands Management Plan.** Licensee acknowledges that it has received and understands the Wetlands Management Plan for the Telluride Mountain Village dated October 1996 ("**Wetlands Management Plan**"). The Licensee hereby covenants and agrees that any work carried out by the Licensee and Authorized Parties within the Dumpster Area and Access Way will comply with the Wetlands Management Plan or such other compliance protocol agreed to by the Army Corp of Engineers and TSG. Prior to undertaking any work for the Temporary Licenses, Licensee shall cause all of its contractors and subcontractors to execute Contractor and Sub-Contractor Affidavits in accordance with Section 6.2 of the Wetlands Management Plan and shall forward copies of all such affidavits to TSG.

8. **Other Provisions.** In the event of any dispute between the parties arises in connection with this Agreement, a) the Parties agree to submit the matter to non-binding mediation before filing any litigation claim, and such mediation costs shall be shared equally, and b) if suit is filed, then the non-prevailing party, as determined by the adjudicator, shall pay to the prevailing party, in addition to all sums that either party may be called upon to pay, the prevailing party's attorneys' fees and costs. No change, modification or waiver of any provision of this Agreement shall be valid or binding unless it is evidenced in writing, dated subsequent to the date hereof and signed by both parties hereto. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado and venue shall lie exclusively in the courts located in San Miguel County, Colorado. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof. In case any one or more of the provisions contained herein for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein. This Agreement may be executed in counterparts by facsimiles and electronic signatures.

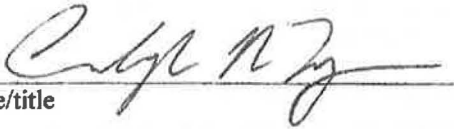
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, intending it to be effective as of the Effective Date.

TSG SKI & GOLF, LLC,
a Delaware limited liability company

By: 
As: VICE PRESIDENT, PLANNING & Mountain Operations

LICENSEE:

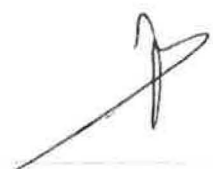


By: 
Name/title

CHRISTOPHER R. MYERS

BOARD PRESIDENT / TOLLUNDE FIRE FESTIVAL

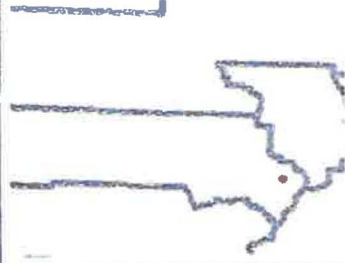
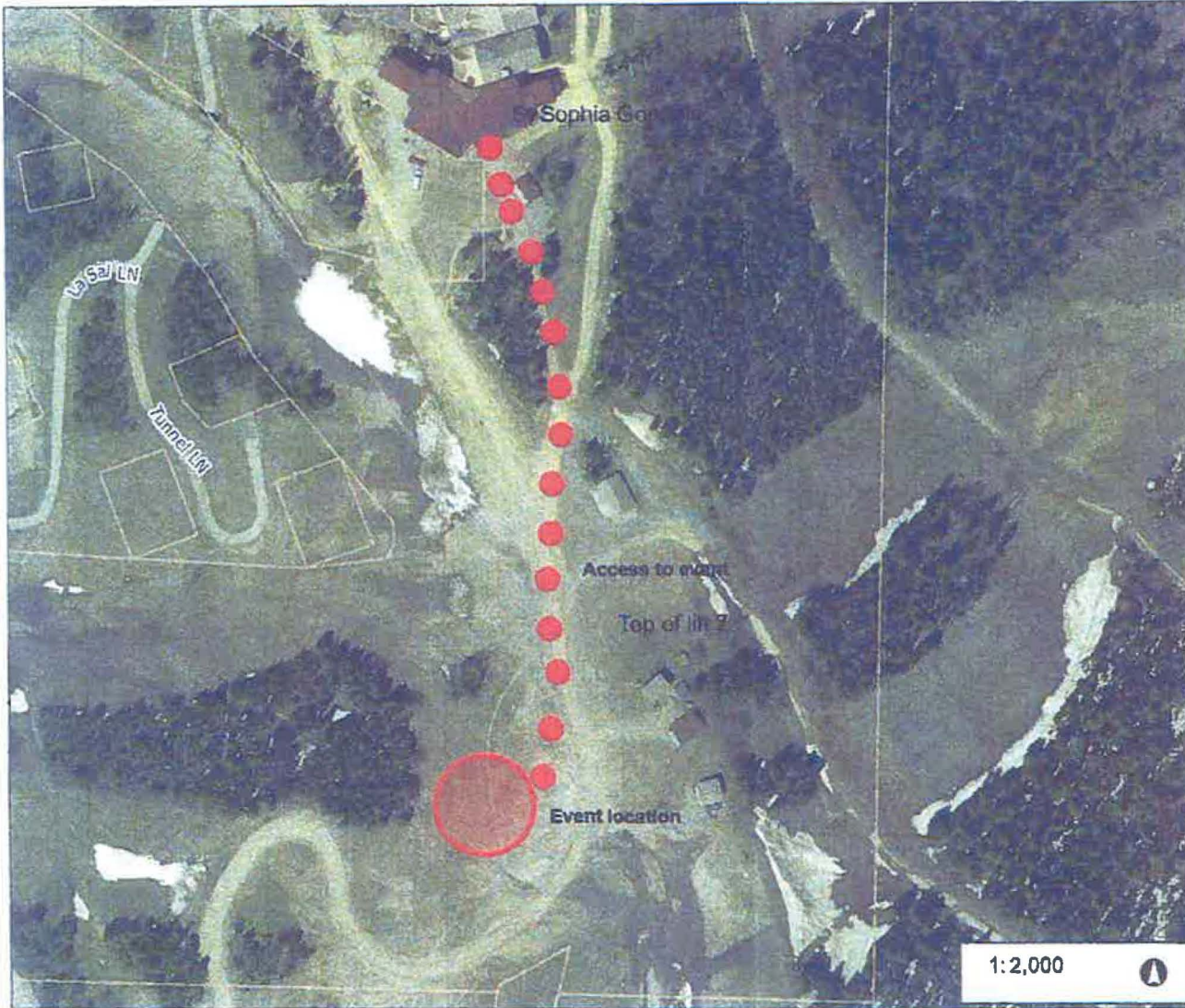
1/8/16





webMap
San Miguel County, Colorado

EXHIBIT A - Fire Festival



Legend

Parcel Boundaries

CRM

Notes

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NAD_1983_UTM_Zone_13N
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THIS MAP IS NOT TO BE USED FOR NAVIGATION
www.sanmiguelcountyco.gov/maps

Subject: Re: SMCTY 2016 fire fest approval
Date: Sunday, January 10, 2016 at 9:34:50 PM Mountain Standard Time
From: Erin Ries <erin@telluridefirefestival.org>
To: chris <chris@telluridefirefestival.org>

From: Chris Myers <chris@telluridefirefestival.org>
Date: Sunday, January 10, 2016 at 9:33 PM
To: Erin Ries <erin@telluridefirefestival.org>
Subject: SMCTY 2016 fire fest approval

Chris Myers
enLIGHTen

Begin forwarded message:

From: Chris Smith <chriss@sanmiguelcountyco.gov>
Date: January 8, 2016 at 4:13:03 PM MST
To: Deanna Drew <ddrew@mtnvillage.org>
Cc: chris@telluridefirefestival.org, erin@telluridefirefestival.org, Dave Schneck <daves@sanmiguelcountyco.gov>
Subject: 2016 fire fest approval

Hello Deanna:

San Miguel County Environmental Health Department director Dave Schneck is currently on vacation. I'm writing to you on his behalf.
The Telluride Fire Festival, January 14-18, 2016 open burn permit application was verified as in accord with BOCC resolution #2014-23 and is approved.

Very Best Wishes,
Chris

--

Chris Smith
San Miguel County Environmental Health
970-369-5442



Telluride Fire Festival

To: The Town of Mountain Village
Attn: Deanna Drew

Re: **Plan for Fire Art Sculpture at Top of 7**

Sculpture: A 30' tall sculpture has been built at the Top of Lift 7 on TSG-owned property. It is on display for the skiing public for this week before being burned at the Fire Ball event as a dynamic art experience on Saturday, January 16th, 2016, at midnight.

Materials: Reclaimed clean (unpainted & untreated) wooden pallets. These pallets were destined for transportation to a landfill, with many having been salvaged from Mountain Village "trash" from TSG (Telluride Ski & Golf Company) and the Town of Mountain Village Maintenance Shop. The only new materials used in the construction of this sculpture were ¾" deck screws.

Location: The sculpture is located at approximately 10,600' ASL at the top of and between Hermit and Smuggler ski runs. The location was selected for high public visibility in the Mountain Village vicinity and for safety of property (lack of nearby buildings) for when the sculpture burns. The sculpture is surrounded by 100' radius of deep snow and open, unforested space. A grove of trees to the west shields the sculpture from view from the Mountain Village Core.

Site safety: The site is gently sloping to the west and is fenced to prevent skiers from approaching closer than 50' (a distance greater than the height of the sculpture). It is also posted with signs that read "DANGER - Please don't climb" on the sculpture at 5' above the ground (one on each the four supporting legs).

Weather: In the event that there are adverse wind conditions, which might pose a threat to safety, the burn will be postponed to the next evening (Sunday, January 17th, 2016 - time TBD). In the event that there are adverse wind conditions Sunday, which might pose a threat to safety, we will renegotiate an agreement with TSG to determine if there is another suitable time to burn the sculpture.

Control plan: For safety, after snow was removed from the site by a snowcat and hand tools, the sculpture was erected directly on the frozen ground (this is to prevent toppling of the sculpture during the burn process due to melting snow). In addition, a transit was used to build the sculpture to level to assure structural stability, again to minimize the possibility of toppling during the burn process.

There will be three fire safety personnel on site with fire extinguishers primarily to prevent flying embers from being a danger to property or persons. The lead safety

was a 5-year fire fighter/officer in Louisville, CO; he has Firefighter II certification, Haz-mat, Fire Instructor I, and is an EMT. The presence of the Fire Marshal (or representatives of the TVFD) has been requested during the burn but has not been confirmed. Telluride EMTs have been privately contracted to be on site for public safety.

Clean-up: The Telluride Fire Festival values the "Leave No Trace" ethic (<https://lnt.org/>). We anticipate the burn to be complete (to ash and charcoal), with only residual metal from nails and screws from the pallets. As the ski run will be returned to its normal winter groomed state as soon as possible (likely within 24 hours after the burn), we will return in the spring (after the snow melts and per agreement with TSG) to use magnetized tools to collect the metals and remove any other evidence of the burn.

NOTE: No open containers of alcohol will be permitted at the burn. Signage has been created and will be posted to alert the attendees to this law. Per a pending liquor license application with the Town for the Fire Ball of which the burn is a part, attendees will not be allowed to take open containers from the Great Room to the site of the burn.

Respectfully submitted:

Chris Myers
Board President
chris@telluridefirefestival.org
(970) 596-6396

**TOWN OF MOUNTAIN VILLAGE
Special Town Council Meeting
January 11, 2016
2:00 p.m.**

During Mountain Village government meetings and forums, there will be an opportunity for the public to speak. If you would like to address the board(s), we ask that you approach the podium, state your name and affiliation, and speak into the microphone. Meetings are filmed and archived and the audio is recorded, so it is necessary to speak loud and clear for the listening audience. If you provide your email address below, we will add you to our distribution list ensuring you will receive timely and important news and information about the Town of Mountain Village. Thank you for your cooperation.

NAME: (PLEASE PRINT!!)

Curt Reis

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Chris Myer

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