



THE PAVILION AT KEYSTONE COLORADO

NON-PROFIT INFORMATION/APPLICATION

Packet Overview

- The Keystone Neighbourhood Company and the Community
- The Keystone Neighbourhood Company Responsibilities and Venues
- Liquor Service in River Run at Keystone, CO
- Associated Fees
- Non-Profit Application
- Indemnification and Basic Terms of Agreement

The Keystone Neighbourhood Company and the Community

The Keystone Neighbourhood Company, or KNC, is a 501 c (4) not-for-profit Colorado Corporation founded in 1995. The KNC's mission is to make the Neighbourhoods at Keystone a premier mountain community by creating and maintaining a high quality environment and investing in facilities and events that will attract residents and visitors and create a vibrant, four-season community. The KNC values the Keystone and Summit County communities and strives to work with community non-profits to enhance the vibrancy of the River Run Village.

The Keystone Neighbourhood Company hosts a variety of public events, including music festivals, concerts, theatre performances, comedy nights, children and family entertainment, and more. Additionally, the KNC hosts private events, including wedding ceremonies and receptions and corporate functions. The KNC accepts non-profit applications for venue use on a "first-come, first-serve basis."

As a 501 c (3) non-profit organization, you may qualify to host your fundraiser, dinner, or other special event at a KNC venue at a lower non-profit rate which essentially covers building and staff expenses. Please read below to learn more about KNC venues and non-profit pricing.

The Keystone Neighbourhood Company Responsibilities and Venues

The Keystone Neighbourhood Company (KNC) is an umbrella master association that oversees all common areas at River Run, Ski Tip Ranch, Trappers Crossing, Alders, River Meadows and Settlers Creek Neighbourhoods at Keystone Resort in the Colorado Rocky mountains. The KNC manages all River Run Village venues, including the Pavilion at Keystone, the Quaking Aspen Amphitheater, the River Run Events Plaza, the Buffalo and Silvermill Courtyards, and the River Run Pools and Spas. Some of these venues are available throughout the year to host non-profit special events.

The Pavilion at Keystone

Located in the heart of Keystone River Run Village, the Pavilion at Keystone, or PAK, is a beautiful setting for special events. The PAK is a semi-permanent membrane Sprung© structure with a performance hall, a performance stage, a pre-function lobby, guest wash facilities, and an adjacent box office.

Lined with Aspen trees, wildflower landscaping, and wooden fencing, The Quaking Aspen Amphitheater, or QAA, is the perfect place for a concert, presentation, or ceremony. Located just a few steps away from the PAK, the QAA may be reserved for use in conjunction with the PAK or separately. The QAA is constructed of rocks and wood and includes a stone stage 13' in diameter surrounded by stone amphitheater style seating.

Quaking Aspen Amphitheater Capacities

- Theatre style up to 180 people seated in double rows
- Sitting/Standing 180-200 people seated/standing

Quaking Aspen Amphitheater Amenities

- 20 amps of electrical services
- Up to 180 black or brown plastic folding chairs
- Cleaning/trash service before and after the event
- KNC Events Staff on site
- Limited Sound System includes two 15" JBL speakers with stands, appropriate cords, an iPod® input cord, and either one lapel microphone and receiver or one cordless handheld microphone and receiver
- Liquor license contract (see *Liquor Service in River Run Village* section for details)

Quaking Aspen Amphitheater General Information:

- Outdoor 13 sq. ft. diameter stone stage with amphitheatre-style seating
- The QAA is located behind the Silver Mill Lodge next to the PAK.
- Handicap access is available.
- Free parking is available at the Montezuma Lot located off Gondola Road.
- Hours of Operations/ Availability: 8 AM-10 PM (A 10PM noise curfew exists for all QAA events.)
- Propane Barbecue allowed near the QAA
- All decorations (centerpieces, candles, fabric, etc) must be flame retardant.
- The PAK/QAA fire lane must remain clear of any vehicles, tables, tents, chairs, or other objects.
- A dressing area with restroom is available for party usage and is located behind the PAK in the Village Operations building.
- Guest washrooms are available in the adjacent Silvermill Courtyard.

River Run Events Plaza

The River Run Events Plaza is surrounded by shopping, dining, lodging, and more. Located at the base of Keystone's Dercum Mountain, the River Run Events Plaza is a wonderful location for a summer outdoor event or function.

River Run Events Plaza Capacities

- Seated Dinner/Buffer Up to 500 people
- Cocktail Reception 1000-1500 people
- Concert or Event 1500-2000 people

- Please note that all capacities are approximate. Please coordinate details with the KNC PAK and Events Manager.

River Run Events Plaza Amenities

- Some Electrical Services (For details, coordinate with the KNC PAK and Events Manager.)
- Up to 400 black and brown folding chairs
- Cleaning/trash service before and after the event
- KNC Events Staff on site
- Limited Sound System includes two 15" JBL speakers with stands, appropriate cords, an iPod® input cord, and either one lapel microphone and receiver or one cordless handheld microphone and receiver
- 24'X16' performance stage, stairs, and stage tent (see *Associated Fees* section for details)
- Liquor license contract (see *Liquor Service in River Run Village* section for details)

River Run Events Plaza General Information:

- The River Run Events Plaza is located in the main River Run Village and is surrounded by the Silvermill, Black Bear, Arapaho and Buffalo Lodges.
- The River Run Events Plaza is a public location and serves as the pedestrian walkway to River Run lodging, shopping, and dining.
- Handicap access is available.
- Free parking is available at the Montezuma Lot located off Gondola Road.
- Hours of Operations/ Availability: 8 AM-10 PM (A 10PM noise curfew exists for all River Run Events Plaza events.)
- Propane Barbecue allowed in River Run Events Plaza
- All decorations (centerpieces, candles, fabric, etc) must be flame retardant.
- All fire lanes must remain clear of any vehicles, tables, tents, chairs, or other objects.
- Guest washrooms are available in the adjacent Silvermill and Buffalo Courtyards.

Buffalo and Silvermill Courtyards

The Buffalo and Silvermill Courtyards are located in the River Run Events Plaza near the respective Buffalo and Silvermill Lodges. Both courtyards offer a unique, semi-private location for intimate, outdoor events. ***Neither courtyard is available for a non-profit discounted rate at this time.***

Buffalo and Silvermill Courtyard Capacities

- Seated Dinner/Buffer Up to 125 people
- Cocktail Reception Up to 150 people
- Please note that all capacities are approximate. Please coordinate details with the KNC PAK and Events Manager.

Buffalo and Silvermill Courtyard Amenities

- Some Electrical Services (For details, coordinate with the KNC PAK and Events Manager.)
- Up to 200 black and/or brown folding chairs
- Cleaning/trash service before and after the event
- KNC Events Staff on site

- Limited Sound System includes two 15" JBL speakers with stands, appropriate cords, an iPod® input cord, and either one lapel microphone and receiver or one cordless handheld microphone and receiver
- Liquor license contract (see *Liquor Service in River Run Village* section for details)

Buffalo and Silvermill Courtyard General Information:

- The Buffalo and Silvermill Courtyards are located in the River Run Events Plaza near the respective Buffalo and Silvermill Lodges.
- The Buffalo and Silvermill Courtyards are semi-public locations and serve as pedestrian walkways to River Run lodging entrances, shopping, dining, and guest wash areas.
- Handicap access is available.
- Free parking is available at the Montezuma Lot located off Gondola Road.
- Hours of Operations/ Availability: 8 AM-10 PM (A 10PM noise curfew exists for all River Run Events Plaza events.)
- Propane Barbecue allowed in Buffalo and Silvermill Courtyards
- All decorations (centerpieces, candles, fabric, etc) must be flame retardant.
- All fire lanes must remain clear of any vehicles, tables, tents, chairs, or other objects.
- Guest washrooms are available in the Silvermill and Buffalo Courtyards.

Liquor Service in River Run at Keystone, CO

Per Summit County and the State of Colorado liquor laws and regulations, service of alcoholic beverages in all River Run venues is only permitted through the Keystone Neighbourhood Company's optional premise liquor license. Restaurants maintain control over their individual patios and outside dining areas, but all other outdoor alcohol consumption remains under the supervision of the Keystone Neighbourhood Company.

Per Summit County and the State of Colorado liquor laws and regulations, all alcoholic beverages served under the KNC liquor license must be delivered to the Keystone Neighbourhood Company's physical address by an approved Colorado liquor distribution company. This includes purchased and donated product. All donated product will be served without product charges, but will be assessed service fees. For a detailed listing of donated liquor service fees, please see the *Associated Rates* section.

The KNC offers two options for liquor services for private events, including a cash bar option and a hosted bar option. The cash bar option allows event attendees to purchase individual alcoholic and non-alcoholic beverages a la carte. This option requires that the hosting entity guarantee the bar with a bar minimum in the event that its guests do not meet the minimum purchase requirements. The host bar option allows the hosting entity to purchase all alcoholic and non-alcoholic beverages consumed by its event attendees. This option also requires that the hosting entity guarantee the bar with a bar minimum in the event that its guests do not order the minimum purchase requirements.

The KNC offers a variety of house beverages on its house menu, including beer, wine, liquor, and non-alcoholic products. If a hosting entity desires to serve alcoholic beverages that are not included in the house menu, the KNC may order these beverages and serve them at a higher rate. For rate cards, please see the *Associated Rates* section.

The KNC liquor license does not require non-alcoholic beverages to be served by its staff. The hosting entity may opt for the KNC to serve non-alcoholic beverages from its bar stations. Or the hosting entity may opt for its selected catering company to serve non-alcoholic beverages from its food or beverage stations. If

requested, the KNC will serve non-alcoholic beverage options as mixers for cocktails. Per suggestion from the Colorado T.I.P.S. training program, the KNC will serve bottled water if guests request it.

The KNC bar staff consists of Colorado T.I.P.S. servers that will offer your guests friendly and responsible customer service. The KNC bar staff maintains the responsibility to deny any guest alcoholic service for any reason, especially but not limited to any situation in which an event attendee cannot provide government issued proof of legal age to consume alcoholic beverages, an event attendee appears legally intoxicated, an event attendee cannot provide proof of invitation to the event (if required by the hosting entity), or an event attendee becomes violent or threatening.

To coordinate liquor service for your event, please contact the PAK and Events Manager for details.

Associated Fees

The associated fees with non-profit usage of River Run at Keystone venues are related to costs associated with:

- Electricity and utilities
- Waste management
- Pre-event, post-event, and event staffing
- Special amenity usages
- General depreciation of KNC venues and amenities incurred through usage

Below is a list of all River Run at Keystone venues with basic associated fees, including additional fees for special amenities. In some circumstances, additional fees may be added for amenities and services not stated below (IE: extra staging, linens, event management services, etc.). All fees are subject to change at the discretion of the KNC Board of Directors. Non-profit groups with contracted agreements will not experience changes in fees.

The Pavilion at Keystone

- General Non-profit Usage Fee is \$50 for less than 4 hours
- General Non-profit Usage Fee is \$100 for more than 4 hours
- Premiere Sound System, Visual System, and Stage Lighting System with operator is \$0
- Private or For-Profit Rental Fee is \$1900 for less than 4 hours
- Private or For-Profit Rental Fee is \$2500 for more than 4 hours
- Premiere Sound System, Visual System, and Stage Lighting System without operator is not an option for rentals at this time
- Premiere Sound System, Visual System, and Stage Lighting System with operator is included in the rental fee at this time
- Liquor Service (see below)

The Quaking Aspen Amphitheater

- General Non-profit Usage Fee is \$25 for less than 4 hours
- General Non-profit Usage Fee is \$50 for more than 4 hours
- Private or For-Profit Rental Fee is \$400 for less than 4 hours
- Private or For-Profit Rental Fee is \$600 for more than 4 hours
- Liquor Service (see below)

The River Run Events Plaza

- General Non-profit Usage Fee is \$0 for less than 4 hours
- General Non-profit Usage Fee is \$0 for more than 4 hours
- 24'X16' performance stage, stairs, and stage tent is \$0 for single use (during summer months only while performance stage, stairs, and stage tent are already in use)
- Private or For-Profit Rental Fee is \$1200 for less than 4 hours
- Private or For-Profit Rental Fee is \$1800 for more than 4 hours
- 24'X16' performance stage, stairs, and stage tent is \$2900 for single use
- Liquor Service (see below)

Buffalo and Silvermill Courtyards

- General Non-profit Usage Fee is not available at this time.
- General Non-profit Usage Fee is not available at this time.
- Private or For-Profit Rental Fee is \$400 for less than 4 hours
- Private or For-Profit Rental Fee is \$550 for more than 4 hours
- Liquor Service (see below)

Alcohol Service in River Run

- The KNC Cash bar minimum is \$200 for the first hour and first bar, and \$150 minimum for each additional hour and each additional bar. If minimum is not met, the difference between the minimum and the actual sales will be assessed.
- The KNC host bar minimum is \$200 for the first hour and first bar, and \$150 minimum for each additional hour and each additional bar. If minimum is not met, the difference between the minimum and the value of product will be assessed.
- Prices for non-donated beverages from the KNC menu are \$5.00 for house cocktails (single), \$4.00 for house wine, \$4 for house domestic beer, \$5 for house import and microbrew bottled beer, and \$2 for non-alcoholic beverages including assorted sodas, juices, and bottled waters.
- Services fees for donated alcoholic and non-alcoholic beverages are related to costs associated with staffing, supplies including cups, napkins, ice, water, etc., cleaning costs of glass ware, and waste management. Service fees for donated alcoholic and non-alcoholic beverages are \$.50 for each cocktail (single), \$3.00 for each bottle of uncorked wine, \$.50 for each bottled beer, and \$.25 for each non-alcoholic beverage.
- Fees associated with keg beer and double cocktails will be determined on a case-by-case basis.
- Fees associated with all non-KNC menu house items will be determined on a case-by-case basis.
- All hosting parties will be assessed additional alcohol service fees. Fees include 18% gratuity divided among bar staff. This includes 18% of all sold product at a cash bar, minus any gratuity accepted during the event, or 18% of the value of all product served at a hosted bar, minus any gratuity accepted during the event. Fees also include 5.65% tax on all KNC-purchased product. Fees also include a .5% KNC assessment for all services and product provided excluding gratuity.

Non-Profit Application

To be considered for usage of a KNC venue at the non-profit rate, please type or write legibly.

Date of application _____

Legal Name of organization _____

Physical Address _____

Mailing Address _____

City/State/Zip _____

Telephone _____ Fax _____

E-mail _____

Organization Website _____

Executive Director name _____ Telephone _____

Application Contact name _____ Telephone _____

Program type _____

Requested program date(s) _____

Nonprofit tax id (501 (c) 3 status) _____

Organization Mission statement

Organization Board of Directors

Organization Paid Staff or Lead Volunteers

Describe the type of program/event:

Proposed ticket price(s) _____
(The KNC may request to receive up to 8 free tickets for KNC use.)

Event Start time _____ Event Ending time _____

Load-In Time _____ Estimated Load-Out Time _____

Expected attendance _____ Age group/Primary Population served _____

Staffing plan (Event Coordinator, Volunteer Coordinator, Food Service Coordinator, etc.) _____

Technical needs (Sound system, Staging, etc.) _____

Funding sources (grants, donations, etc.) _____

Partners/sponsors _____

(The KNC must approve all partners/sponsors. Sponsors can't conflict with KNC sponsors when applicable.)

Event Contractors (Caterer, Entertainment, DJ, etc.)

Additional information about the event/program _____

SIGNATURE _____

DATE _____

(print name) _____

Indemnification and Basic Terms of Future Agreements

The KNC will review all applications during each application cycle and contact all applicants 15 days after the completion of each application cycle with the application statuses. All users of KNC venues will be required to enter into a contractual agreement which will include but will not be limited to the following:

- User agrees to defend, indemnify and hold harmless Owner, its parent company, subsidiaries and affiliates, their respective agents, owners, directors, servants and employees from any and against all claims, liabilities, suits and causes of action (including attorney's fees and costs) for injuries and/or deaths to any person or for damage or destruction of property resulting from any act or omission of User, its agents and employees arising or growing out of the performance of this Agreement.
- Contractor shall be an independent contractor with respect to the Services performed hereunder.
- This Agreement shall not be assignable by Contractor without the prior written consent of Owner.
- Contractor shall, during the course of its performance hereunder, perform the Services in accordance with all the applicable rules, regulations, orders standards and interpretations promulgated under the Occupational Safety and Health Act of 1970, as amended, supply Owner with MSDS information on substances used by Contractor in connection with the Services to be performed hereunder and comply with the requirements of OSHA's hazard communication standard and any other laws adopted by the State of Colorado including applicable environmental laws, rules and regulations.
- This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado. Venue shall be conclusively deemed proper in the Courts of Summit County, or in the U.S. District Court for the District of Colorado, at Owner's discretion. If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Contract, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the Court may adjudge to be reasonable attorneys' fees.
- The parties and their respective counsel have reviewed this Agreement in its entirety and acknowledge that each has had a full opportunity to negotiate the Contract's terms.
- Therefore, the parties expressly waive any and all applicable common law and statutory rules of construction that any provision of this Agreement should be construed against the Contract's drafter, and agree and affirm that the Agreement and all provisions thereof shall in all cases be construed as a whole, according to the fair meaning of the language used.
- Failure to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver of such terms, covenants and conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times. No waiver shall be valid unless in writing and signed by an authorized officer of Owner.
- If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. The parties will execute further instruments or perform any acts which are necessary to effectuate the terms and provisions of this Contract.
- This Agreement constitutes a valid and binding agreement of the parties, enforceable against each in accordance with its terms. To the extent the parties are not natural persons, the persons executing this document on such party's behalf have actual power and authority to bind the corporation or other entity and to execute and deliver this Agreement.
- This Agreement sets forth the full and complete understanding of the parties respecting the subject matter hereof, and supersedes any and all agreements and/or representations made or dated prior hereto.

Mail, fax, email (in PDF format only), or hand deliver completed applications to the KNC Pavilion at Keystone and Events Manager. The KNC Executive Offices are located in the Silvermill building next to Slifer, Smith, and Frampton Real Estate.

Physical and Mailing Address: Keystone Neighbourhood Company
140 Ida Belle Drive Suite F4
Keystone, CO 80435

Fax: 970.423.8995
Attention: Josh Blanchard

E-mail: josh@keystoneneighbourhood.com

Contact info (if different than the applying organization's contact info)

Contact Person _____

Physical Address _____

Mailing Address _____

City/State/Zip _____

Telephone _____ Fax _____

E-mail _____

Organization Website _____

Please feel free to call if you have any questions or need anything else. I look forward to working with you to support our community.

Josh Blanchard
Pavilion at Keystone and Events Manager
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