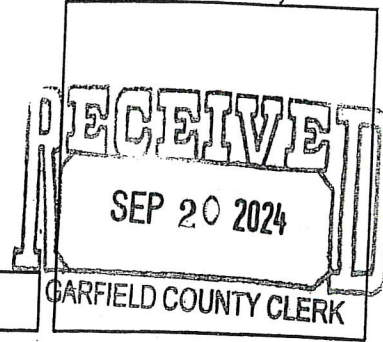


DR 8439 (08/12/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

Departmental Use Only

# Application for a Special Events Permit



Liquor Permit Number (Do Not Fill Out)

[Empty box for Liquor Permit Number]

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- Social
- Athletic
- Philanthropic Institution
- Fraternal
- Chartered Branch, Lodge or Chapter
- Political Candidate
- Patriotic
- National Organization or Society
- Municipality Owned Arts Facilities
- Political
- Religious Institution
- Chamber of Commerce

**LIAB Type of Special Event Applicant is Applying for:**

- 2110  Malt, Vinous And Spirituous Liquor \$25.00 Per Day
- 2170  Fermented Malt Beverage \$10.00 Per Day

Name of Applicant Organization or Political Candidate

5 Point Film Festival

State Sales Tax Number (Required)

36-3770309

Mailing Address of Organization or Political Candidate

PO BOX 355

City

Carbondale

State ZIP Code

CO 81623

Address of Place to Have Special Event

644 Cowen Dr

City

Carbondale

State ZIP Code

CO 81623

Authorized Representative of Qualifying Organization or Political Candidate

Luis Yllanes

Date of Birth (MM/DD/YY)

Phone Number

786-493-1173

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

[Empty box for Mailing Address]

City

State ZIP Code

[Empty boxes for State and ZIP Code]

Event Manager

Aly Samgwin

Date of Birth (MM/DD/YY)

Phone Number

970-946-9338

Event Manager Home Address

326 North 10th St.

City

State

ZIP Code

Carbondale, CO. 81623

CO

81623

Email Address of Event Manager

aly@spointfilm.org

1. Is the place to have the Special Event located on State-owned property?

Yes  No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

No  Yes, How many days?

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

No  Yes, License Number

2024-08

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

Yes  No

5. For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

Yes  No

6. For Chambers of Commerce - Please list all members participating in the SEP.

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date

Saturday, October 26th

Date

From:

3 pm

To:

9 pm

From:

To:

Date

From: To:

Date

From: To:

Date

From: To:

Date

From: To:

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Date

From: To:

### Oath of Applicant

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

Title \_\_\_\_\_  
Signature Event manager Date (MM/DD/YY) 9/19/24  
Signature Aly Sangnily

### Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.  
Therefore, this Application is Approved.

Local Licensing Authority (City or County) \_\_\_\_\_  City  County  
Telephone Number of City/County Clerk \_\_\_\_\_  
Title \_\_\_\_\_ Date (MM/DD/YY) \_\_\_\_\_  
Signature \_\_\_\_\_

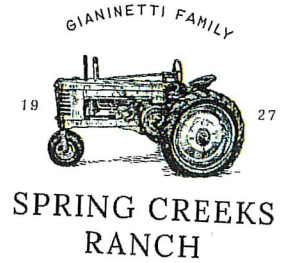
**Do Not Write in this Space - For Department of Revenue Use Only**

**Liability Information**

License Account Number	_____	Liability Date	_____
State	_____ -750 (999) \$	Total	_____ .00

September 9th, 2024

Garfield County Building & Planning  
108 8th Street, Ste. 201  
Glenwood Springs, CO 81601



RE: 5 Point Special Event Alcohol License  
At Spring Creeks Ranch Event Center  
644 Cowen Drive, Carbondale, CO 81623

To Whom it May Concern:

The purpose of this letter is to verify that the Gianinetti Family LLLP dba Spring Creeks Ranch, has suspended its optional premise liquor license on October 27th, 2024 and has approved 5 Point to utilize a special event liquor license granted by Garfield County for their fundraising event at SCR's location on this date.

Should any other information be needed regarding this, please contact me.

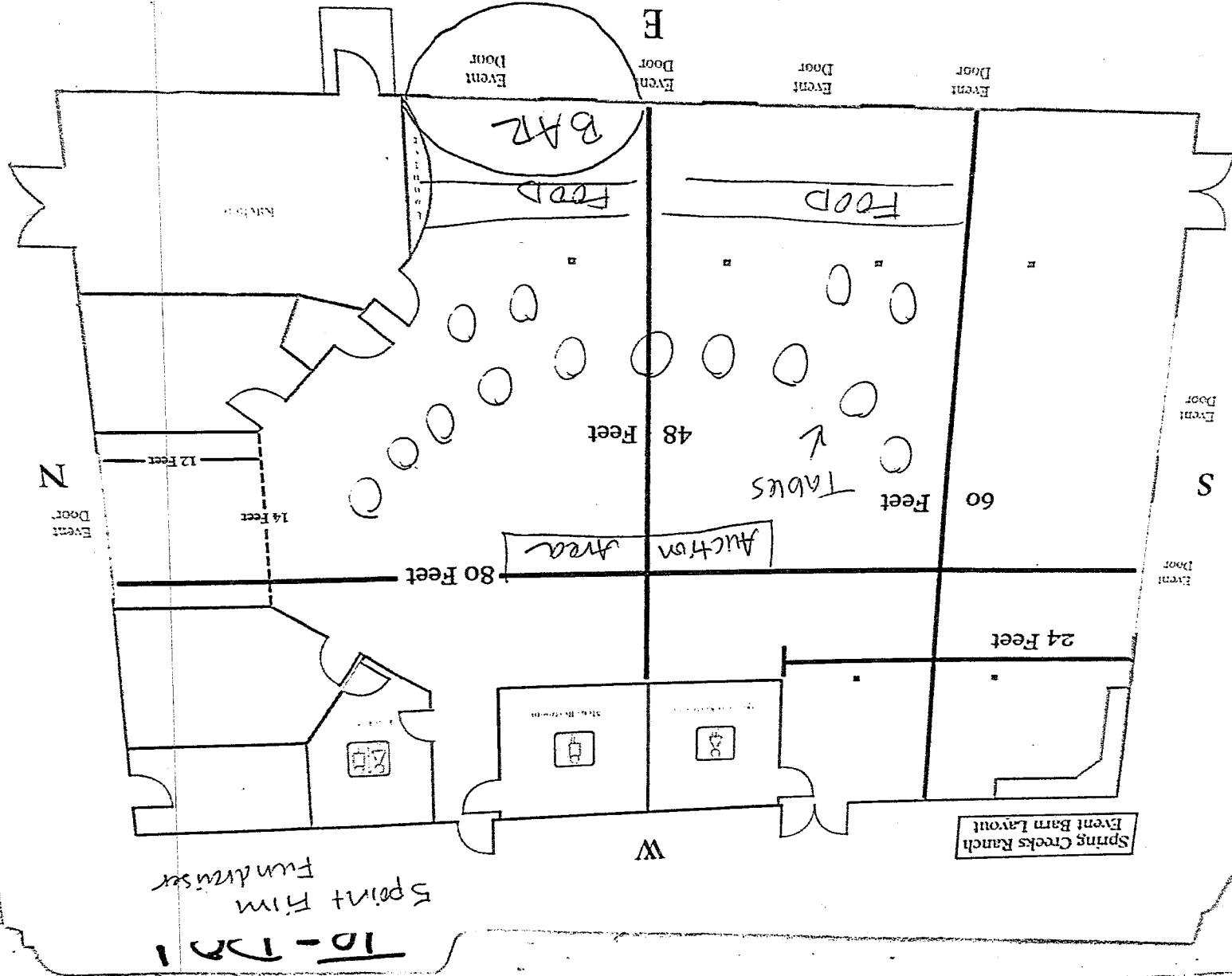
Sincerely,

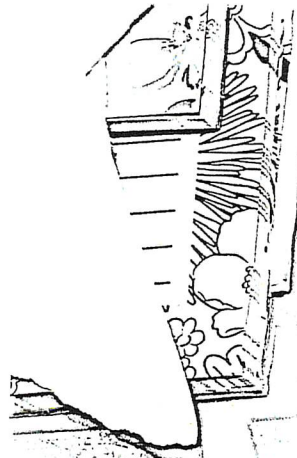
A handwritten signature in black ink, appearing to read "Tanner Gianinetti", written in a cursive style.

Tanner Gianinetti  
General Manager  
Spring Creeks Ranch  
970-379-8905  
Tanner@springcreeksranch.com

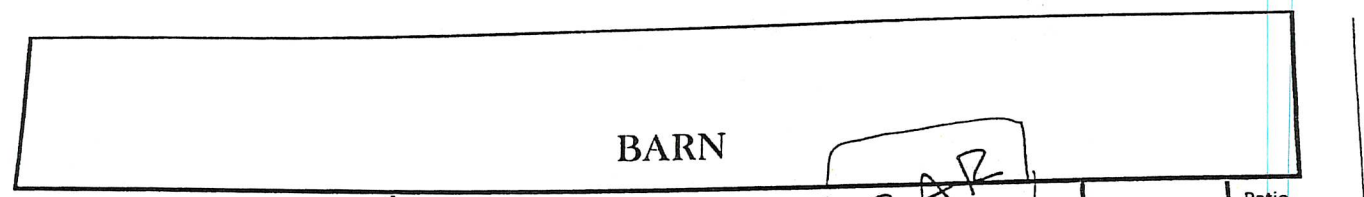
10-121  
5 point Him  
Fundraiser

Spring Creeks Ranch  
Event Barn Layout





TO-DO!



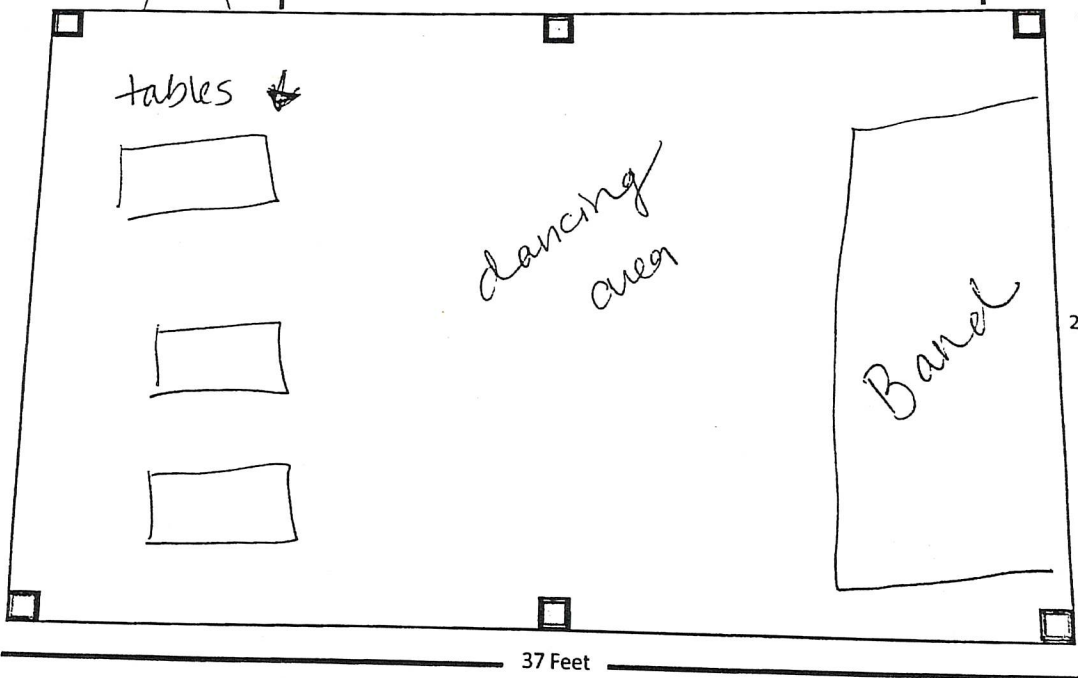
BARN

BAR

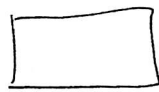
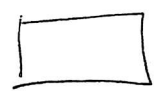
Patio  
8 Feet

33 Feet

40 Feet



tables ↴



dancing  
area



Banet

25 Feet

37 Feet

Spring Creeks Ranch - Pavilion | NOT TO SCALE

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

5 Point Film Festival

is a

Nonprofit Corporation

formed or registered on 11/19/2007 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 20071528714 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/16/2024 that have been posted, and by documents delivered to this office electronically through 09/19/2024 @ 12:05:10 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/19/2024 @ 12:05:10 in accordance with applicable law. This certificate is assigned Confirmation Number 16399944 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



## **Alcohol control plan - 5 Point Film Festival Fundraiser**

All guests will be ID'd at the registration table and given a wristband.  
Those under 21 will not have a wristband.

Only event servers will be permitted to serve alcohol. They are not permitted to drink while serving alcohol.  
A person aged under 18 will not be permitted to be behind the bar under any circumstances.

Alcohol will not be served to any person who is intoxicated.  
Servers will follow TIPS certification procedures and guidelines for dealing with and refusing alcohol to intoxicated patrons. Intoxicated patrons will be asked to leave. Safe travel options will be on site. People aged under 18 will not knowingly be served alcohol. Staff will request proof of age, where appropriate, and only photo ID will be accepted.

Snacks and a seated dinner will be available when alcohol is served. Event will provide a selection of alcoholic beverages and alcohol-free drinks. Water will also be available at all times.

Bar manager is TIPS certified.

# 5 POINT

## 5 Point In The Field

Sat, Oct 26th 2024 at 5:00 PM MDT · By 5 Point Adventure Film Festival



### DATE & TIME

Sat, Oct 26th 2024 at 5:00 PM MDT

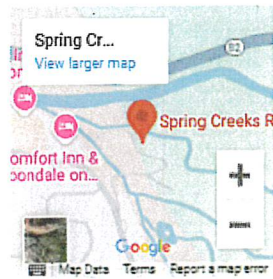
TO

Sat, Oct 26th 2024 at 9:00 PM MDT

Add To Calendar ▾

### LOCATION

Spring Creeks Ranch  
644 Cowen Dr  
Carbondale CO, 81623



### EVENT DETAILS

Join us for an evening of fine food, cocktails, music, and revelry in a gorgeous mountain setting. Celebrate the history of 5 Point Film and our impact on the Carbondale community. We hope you will support us in continuing our mission of sharing inspiring stories through film. Thank you.

Enjoy dinner from [Field 2 Fork Kitchen](#), beverages from TINCUP and [New Belgium Brewing](#), and an exciting live auction full of unique experiences. Top it all off with starlit s'mores around the bonfire.

All proceeds from the evening will benefit 5 Point Film's year-round programming, educational initiatives, and filmmaker grant programs.



## Luis Yllanes

---

**Subject:** 5 Point In The Field Invite  
**Date:** Tuesday, August 20, 2024 at 9:19:14 AM Mountain Daylight Time  
**From:** Luis Yllanes <luis@5pointfilm.org>  
**To:** aspenbusinessconnect@gmail.com <aspenbusinessconnect@gmail.com>  
**Attachments:** 5Point In the Field\_Save the Date.pdf, image001.jpg

Dear Jillian,

I hope you've had a fantastic summer!

As a valued member of the 5 Point community, I'm excited to share some updates on our latest initiatives.

We have over 20 shows lined up for our On The Road (OTR) Tour, including two free performances coming to the RFV this November. Additionally, we're launching our education programs this fall, featuring 5 Point Education Week, where we'll bring our programs to middle schools from Aspen to Rifle.

We're also thrilled to announce our upcoming fundraising event on Saturday, October 26. This event promises an enjoyable evening with delicious food, live music, and a bonfire at the beautiful Spring Creeks Ranch. More than just a celebration, it's a vital occasion that supports our mission to build community and inspire change by showcasing and celebrating impactful stories of adventure. Your support is crucial in helping us produce our Flagship Festival and advance our philanthropic initiatives, including film grants and expanding our education programs. You can find more information and purchase tickets [here](#).

We'd love for you to join us and help spread the word. If you know anyone in the valley who might be interested in our work, please share the event details and ticketing link with them. We're excited to connect with our community and beyond.

Thank you for being an essential part of our 5 Point family. We look forward to celebrating with you at 5 Point In The Field!

With heartfelt gratitude,

Luis Yllanes & The 5 Point Team  
5 POINT FILM FESTIVAL  
[www.5pointfilm.org](http://www.5pointfilm.org)

**From:**

**Tanner Gianinetti**

Spring Creeks Ranch

Venue

970-379-8905

[email protected] (/cdn-cgi//email-protection)



<b>Bill To:</b>	Luis Yllanes
	[email protected] (/cdn-cgi//email-protection)
<b>Project:</b>	5 Point Fall Gathering
<b>Type</b>	Non Profit
<b>Date</b>	Oct 25, 2024 - Oct 27, 2024
<b>Time</b>	10:00 am - 3:00 pm
<b>Location</b>	TBD

## 5 POINT FALL GATHERING CONTRACT

Version 1

CONTRACT

VENUE RENTAL AGREEMENT  
SPRING CREEKS RANCH

This Venue Rental Agreement ("Agreement") is entered into as of Mar 25, 2024, by and between:

1. The Ranch:

•

Legal Entity: Gianinetti Family LLLP

•

Operating as: Spring Creeks Ranch

•

Address: PO Box 218 Carbondale, CO 81623

•

Hereinafter referred to as the "Ranch."

2. The Client:

•

Business Name: 5 Point Film Festival

•

Address: 520 S. Third Street, Ste. 26A, Carbondale, CO 81623

•

Authorized Client Rep.: Luis Yllanes

•

Hereinafter referred to as the "Client."

Collectively referred to as the "Parties."

WHEREAS, the Client desires to lease the premises located at 644 Cowen Drive, Carbondale, CO 81623 (hereinafter referred to as the "Venue") from the Ranch, and the Ranch is willing to rent the Venue to the Client, subject to the terms and conditions herein;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the Parties hereto agree as follows:

**DEFINITIONS:**

For the purpose of this Agreement, the following terms shall have the meaning ascribed to them below:

•

The term 'Venue' pertains to the Event Barn, Pavillon, Meadow, and surrounding parking and lawn areas, located at 644 Cowen Drive, Carbondale, CO 81623.

The terms 'Events' and 'Festivity/Festivities' encompass, but are not limited to, events, functions, weddings, celebrations, receptions, welcome gatherings, parties, or similar celebrations he

The term 'Venue Manager' refers to the General Manager of Spring Creeks Ranch.

The term 'Event Affiliates' includes, but is not limited to, a Client's invitees, attendees, guests, agents, sub-contractors, event planners or coordinators, vendors, and similar parties.

**I. Non-Profit Package**

**Setup Day 10/25/2024 (Date)**

On day one, the Client's access to the Venue shall commence at 10:00 a.m.. The client is able to utilize this day to set up and prepare the venue for the event. Access on this day shall conclude at 5:00 p.m.

The Client is responsible for ensuring the proper disposal of all waste materials in the designated dumpsters and for securely relocating the Venue's receptacles and bars within the Event Barn no later than 5:00 p.m.

If the Client wishes to organize additional events such as a welcome gathering, it is essential to specify this preference in the Optional Add-On section XX below. This will help in proper planning and coordination for any additional festivities.

**Event Day: 10/26/2024 (Date)**

On day two, the Client may access the Venue starting at 8:00 am in the morning. The event on this day must conclude by 10:00 p.m. At the designated end time, all festivities must promptly cease, and attendees must depart the premises.

The Client is responsible for ensuring the proper disposal of all waste materials in the designated dumpsters and securely relocating the Venue's trash cans and bars inside the Event Barn before their departure. It's important to note that the Venue will close promptly at 10:00 pm, marking the conclusion of all festivities for that day.

**Clean-up Day 10/27/2024 (Date)**

On this day, the Client may access the Venue starting at 8:00 am in the morning on Day 3. The access end time on this day is 12:00 pm. The four hours of access granted on this day are to be utilized to complete the cleaning and restoration of the Venue.

Name of the Event: Luis Raul Yllanes

Guest Count: 200 Guests or Less

Event Planner (Recommended):

Name: Luis Raul Yllanes Phone: 7864931173

Client Contact Person:

Name: Luis Yllanes Phone: 786-493-1173 Email: [email protected] (cdn-cgi/email-protection)

Name: Christine Helling Phone: 970-948-7779 Email: [email protected] (cdn-cgi/email-protection)

**II. BOOKING AND DAMAGE DEPOSIT TERMS**

The Venue has discounted the rental fee as a donation towards this event. It is understood that the Venue will be the Presenting Sponsor or Title Sponsor for the event and all promotional media and material will include the Spring Creeks Ranch name or logo represented as such sponsor. The Venue will provide Client with Venue logos and will also help promote the event on all of the Venue's platforms. It is the Client's responsibility to provide the Venue with promotional media at least 15 days prior to the event in order for the Venue to effectively help cross promote.

A. TOTAL RENTAL FEE: The standard rental fee is \$12,000.00 but the Venue has discounted the fee as a donation to the Client. The total rental fee is \$5,000.00 and the \$7,000.00 discount will be considered a donation to the Client. The Rental Fee shall be paid in full two months prior to the Event date, due no later than 08/25/2024.

B. DAMAGE DEPOSIT: The damage deposit has been waived for this event. However, the Client agrees to pay for any damages incurred from the event within two weeks after the Event date.

The Ranch can accept checks, credit cards, and electronic payments. The client may choose their preferred payment method, however, there is a convenience fee associated with electronic payment options.

### III. CANCELLATION POLICY

- A. Cancellation Notice: In the event of a Client's decision to cancel the Event, written notice to the Ranch is required.
- B. Booking Deposit Refund: If the Client cancels the Event within ten (10) days of signing this Rental Agreement, a full refund of the Booking Deposit shall be issued. After this ten-day period, the Booking Deposit becomes non-refundable and non-transferable.
- C. Cancellation Less Than Ten Months Before Event Date: We understand that planning events involves significant preparations. If you need to cancel the Event less than ten (10) months before the scheduled date, finding a replacement event for that same date and generating similar revenue could be challenging for the Ranch. In such situations, we'll make every effort to secure an alternative event for the same date(s). If the Ranch successfully books a replacement event, we will refund your payments up to the amount of revenue earned from the new booking for your scheduled date. If the new event generates revenue equal to or greater than your original Event, we'll refund all your payments, except the Booking Deposit, and release you from any further Event-related obligations. However, if the Ranch can not secure another event for the same date(s), we will retain all funds paid at the time of cancellation, which will be considered final compensation.
- D. Termination Due to Client's Payment Failure or Material Breach: The Ranch retains the right to terminate this Agreement in the event of the Client's failure to adhere to the payment terms outlined in this Agreement or a material breach of the Agreement. In the event of termination due to a material breach, any funds paid to the Ranch at the time of the breach will be retained as damages, serving as the sole remedy in cases of cancellation due to material breach.
- E. Assignment and Sub-Leasing: The Client may not assign or sub-lease any terms, conditions, or services within this Agreement or any related interest without the expressed written consent of the Ranch.

### IV. CHANGE POLICY

In the event that the Client wishes to modify the date of the Event, a written notice must be submitted to the Ranch. The Ranch will review and, at its sole discretion, approve or decline such requests. If the request is approved, the Ranch will make reasonable efforts to accommodate the new date, but acceptance is not guaranteed. The Client acknowledges that in the event of a date change, they are solely responsible for any incurred expenses, including non-refundable and non-transferable deposits and fees. It is further understood that last-minute changes may impact the quality of the Event, and the Ranch will not be held responsible for any resulting compromises in quality.

### V. PANDEMIC ACKNOWLEDGMENT

- A. Impact of Pandemic: The Parties acknowledge that as of the date of this Agreement, the COVID-19 Pandemic ("Pandemic") has had a widespread impact in the United States and the state of Colorado. Furthermore, the Parties are aware that this or another Pandemic may affect the Parties' ability to fulfill their obligations under this Agreement.
- B. Uncertainty and Assumption of Risk: Both Parties acknowledge the inherent difficulty in predicting future pandemic limitations at the time of entering this contract. Unless governmental actions render the Event illegal, both Parties accept the associated risks of contracting during such an uncertain period. Absent explicit State, local, or Federal laws or regulations prohibiting the Event due to the Pandemic, the Pandemic shall not serve as a legal excuse for either Party to fail in fulfilling their obligations under this Agreement. The Parties enter into this Agreement with full awareness of the risks tied to hosting a public gathering during a Pandemic.
- C. Rescheduling Due to Pandemic: If the Client needs to reschedule the event due to Pandemic-related restrictions, they must promptly notify the Ranch in writing. The Ranch will make reasonable efforts to accommodate the new date, but availability cannot be guaranteed. If a new rescheduled date is approved, all previous payments will be credited toward the new date. For rescheduled dates within the same calendar year as the original event, full credit will be applied without extra fees. If the Client chooses to reschedule for the following year, payments will be credited, but the Client is responsible for any difference in package cost for that year. This is the only scenario in which the Booking Deposit is transferable. If the Client selects a mid-week date (Tuesday - Thursday) for the following year, full credit will be applied without extra fees. Both Parties agree that crediting payments toward an approved rescheduled date is fair and reasonable. If the rescheduled date has different pricing due to changes in the Annual Price Index set by the Ranch, the Client agrees to pay the price difference, not exceeding a 10% increase in the Total Rental Fee, which both Parties find fair and equitable.
- D. Cancellation Due to Pandemic: In the event that the Federal, State, or Local government issues any Pandemic regulation(s) or mandated event limitation(s) (distinct from public health guidelines) that prohibit the Event and remain in effect on the Event date, both Parties shall share the financial burden equally. Each Party shall bear a fifty (50%) percent share of the Total Event Rental Fee. If the Client cancels the Event for reasons attributable to the Pandemic in the absence of Federal, State, or Local government regulation(s) or mandated event limitation(s) (distinct from public health guidelines) that prohibit the Event, the Cancellation Policy outlined in Article III of this Agreement shall be applicable.

### VI. FORCE MAJEURE

Except concerning payment obligations under this Agreement, and regardless of any contrary provisions contained herein, neither Party shall be held liable or accountable for any delays or failure to fulfill obligations due to unforeseen causes beyond their control. Such causes include, but are not limited to, the following force majeure events:

(a) Acts of God; (b) Natural disasters (fires, explosions, earthquakes, hurricanes, floods, storms, infestations), epidemics, or pandemics; (c) War, invasion, hostilities (whether declared or not), terrorist threats or acts, riots, or civil unrest; (d) Government orders or laws; (e) Actions, embargoes, or blockades in effect on or after the Agreement date; (f) Governmental authority actions or inactions; (g) National or regional emergencies; (h) Strikes, labor stoppages, slowdowns, or other industrial disturbances; (i) Shortage of adequate power or transportation facilities; and (j) Other similar occurrences, presently unknown, and beyond the reasonable control of the Parties.

Written notice of a Party's failure or delay in performance due to force majeure must be provided to the other Party no later than five (5) business days following the commencement of the force majeure event. This notice should detail the force majeure event and the actions taken to minimize its impact. The Parties agree, whenever possible, to reschedule the Event for a mutually agreed-upon date as soon as practicable after the force majeure condition ceases to exist.

It is explicitly clarified that Force Majeure shall not encompass:

(a) A change of heart or change of mind; (b) Financial distress or either Party's inability to generate a profit or prevent a financial loss; (c) Changes in market prices or conditions; (d) A Party's financial inability to meet its obligations under this Agreement; or (e) Seasonally predictable weather and conditions.

## VII. DISPUTE RESOLUTION

### A. Legal Proceedings:

1. Negotiation: In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the Parties agree to first attempt to resolve the matter through good-faith negoti
2. Mediation: If the Parties are unable to resolve the dispute through negotiation within thirty (30) days of the written notice, the Parties agree to submit the dispute to mediation. The mediat
3. Arbitration: If mediation fails to resolve the dispute within a reasonable time, any remaining disputes, claims, or controversies arising out of or relating to this Agreement shall be resolved
4. Legal Proceedings: If none of the above steps lead to a resolution, either party can take the matter to court in Garfield County, Colorado. The prevailing party in court proceedings is entit
5. Continuing Commitment: While the Parties work to resolve a dispute, both parties agree to keep fulfilling their obligations under this agreement as best as they can.

B. Attorney's Fees: In the event that either Party finds it necessary to engage an attorney to defend, enforce, or take legal action relating to this Agreement, the prevailing Party in such action shall be entitled to recover all reasonable attorney's fees, costs, and directly associated expenses.

C. Jurisdiction: This Agreement shall be interpreted and enforced in accordance with the laws of the State of Colorado. In the event of any dispute arising from this Agreement, the Parties acknowledge and consent to the personal jurisdiction of the Garfield County Courts. These courts shall have authority over the Parties regarding any such disputes.

## VIII. SEVERABILITY

In the event that any provision of this Agreement is deemed invalid under the law, that specific provision shall be considered null and void, while the remaining provisions of this Agreement shall continue to be in full force and effect.

## IX. INSURANCE PROVISIONS

A. Ranch's Liability Insurance: The Ranch shall maintain liability and other insurance coverage in an amount sufficient to fulfill its role as a venue for the Event.

B. Client's General Liability Insurance: The Client is required to obtain and maintain general liability insurance that remains in effect for the entire rental period. This insurance policy must provide a minimum coverage amount of one million dollars (\$1,000,000.00) and must include coverage for host liquor liability. Additionally, the Ranch must be listed as an additional insured party for the duration of this Agreement. The Client must provide a certificate of insurance and policy



endorsement, naming the Ranch as the certificate holder, no later than ten (10) business days before the Event date. Resources for obtaining event insurance are available from various websites, including rvnuccio.com, websure.com, and ewedinsurance.com.

C. Vendor Insurance Requirements: All vendors operating at the Ranch must maintain their own workers' compensation insurance and general liability insurance. Additionally, they must provide a policy endorsement designating the Ranch as an additional insured party.

D. Event Insurance Recommendation: The Ranch strongly advises the Client to consider acquiring Event Insurance that includes coverage for event cancellation. Such insurance may be accessible through various providers, including [www.wedsafe.com](http://www.wedsafe.com) (<http://www.wedsafe.com>), [www.wedsure.com](http://www.wedsure.com) (<http://www.wedsure.com>), [www.theeventhelper.com](http://www.theeventhelper.com) (<http://www.theeventhelper.com>), or through the Client's own insurance broker or agent.

#### X. WAIVER OF LIABILITY AND INDEMNIFICATION

A. Notwithstanding any insurance requirements, except in cases of gross negligence or willful misconduct, the Ranch shall not be held liable to the Client, Client's guests, invitees, attendees, employees, or other agents for any suits, actions, claims, damages, or expenses related to personal injury, illness, property damage, or theft occurring at or near the Ranch, whether before, during, or after the Event. However, the Ranch shall indemnify and hold the Client harmless in the event that any suits, actions, claims, damages, or expenses arise from or are attributable to any gross negligence or willful misconduct by the Ranch, its employees, contractors, or agents.

B. Vendor Liability and Indemnification: Despite the insurance requirements, vendors are also obligated to indemnify, defend, and hold the Ranch harmless to the fullest extent permitted by law from any and all liability stemming from the vendors' use of the Ranch. This includes covering the Ranch's reasonable attorney's fees and costs incurred in defense of any actual or alleged liability.

#### XI. MUSIC AND ENTERTAINMENT

The Venue ensures that all music and entertainment activities comply with the CRS 25-12-103 or as set out by regulations adopted by Garfield County. If noise levels exceed these limits, Ranch staff reserve the right to adjust the volume. Failure to comply may lead to Event termination, with no rental fee refund, and potential fines for noise ordinance violations. The Client shall be responsible for any fines imposed from noise ordinance violations at the local, county or state level.

#### XII. EVENT SETUP LIMITATIONS

A. Property Delivery, Setup, and Removal: All property, including Client-owned items, Event Affiliate belongings, and equipment, must be delivered, set up, and removed on the specified Event days. Early access for setup is available for an extra fee. The Client is responsible for coordinating the delivery, setup, and removal of Event Affiliate property.

B. Vendor Items Pickup: Vendor items must be scheduled for pickup no later than 8:00 a.m. on the day following the contractual end date.

C. Barn Doors and Music: The Venue reserves the right to close the barn event doors if inclement weather or sound concerns are presented. The volume of music shall be subject to the discretion of the Ranch representative's decibel reading to ensure compliance with noise regulations and maintain a hospitable environment.

#### XIII. EVENT GUIDELINES AND RESPONSIBILITIES

A. Event Planner Requirement: The Venue requires the engagement of an event planner, whether this individual is a part of staff or outsourced. The planner must be present on the main event day and for any additional festivities within the reservation period. Event timelines must be submitted by email to the Venue a minimum of seven (7) days before the event. Failure to provide the timeline within the stipulated time frame may result in a compromised event. Failure to secure a professional planner will result in the complete forfeit of the Damage Deposit. It is the Client's responsibility to provide the planner with this Agreement and to ensure that it is understood and complied with.

B. Caterer Pre-Event Meeting: Caterers are required to meet with a Ranch representative on the day of the Event to review rules and requirements. Advance scheduling of this meeting is available if necessary.

C. Catering and Kitchen Responsibility: The Client and the catering company are jointly responsible for setting up, breaking down, and ensuring proper cleanup of the catering area and kitchen. Disposing of grease or cooking fluids in the sinks is strictly prohibited. The catering company must remove these materials from the Venue and return the kitchen to its original state. Failure to comply with kitchen policies will result in the total forfeit of the Damage Deposit. Sufficient time should be allocated for breakdown and cleanup to meet the agreed-upon timelines. It is the client's responsibility to ensure the caterer understands and complies with this agreement.

D. Event Trash Disposal: All Event trash must be disposed of in the designated areas and/or dumpsters provided by the Venue at the conclusion of the Event. If dumpsters are full, all remaining trash must be removed from the Venue.

E. Vendor Compliance with Guidelines: All vendors must strictly adhere to the event guidelines, and it is the Client's responsibility to ensure that all vendors are informed of and comply with these guidelines.

F. Vendor Parking: Vendors are required to carpool their event staff. If vendors have staff working throughout the event, they must park their vehicles in the designated Staff Parking areas provided by the Venue.

**XIV. VENUE RESTORATION AND PROPERTY**

A.

Responsibility for Venue Restoration and Property Removal: The Client is responsible for restoring and cleaning the Venue thoroughly to its original condition by the contractual end time. T

B.

Property Ownership and Timing: Any property belonging to the Client or Event Affiliates must be entirely removed from the premises by the agreed contractual end time. It's important to not

C.

Reasonable Costs for Item Removal: If property is left on the premises beyond the agreed rental period without prior written arrangements, the Client's Damage Deposit may be subject to r

D.

Special Arrangements and Additional Charges: Any special arrangements for property removal beyond the rental period must be made in writing and agreed upon by both parties before the

**Venue Cleaning and Restoration Requirements:**

If the Client fails to restore the site to the Cleaning Checklist outlined in this Agreement by the contractual end time, the following penalties apply:

1. Initial Cleaning Fee: An initial cleaning fee of \$1,000.00 will be deducted from the Client's Damage Deposit.
2. Jeopardizing Another Client's Event: If the Client's failure to clean and restore the Venue properly jeopardizes another Client's scheduled event, the following consequences apply:
  - a. Forfeiture of Damage Deposit: The Client will forfeit the entire Damage Deposit.
  - b. Financial Responsibility for Damages: The Client assumes financial responsibility for any damages exceeding the Damage Deposit, including compensation for time lost by the following

We appreciate your cooperation and consideration for the Venue and future guests. Please review the Venue's Cleaning Checklist provided below. You may choose to delegate these tasks to your third-party event coordinator or event staff for your convenience.

**Cleaning Checklist**

**Trash:** Once the event concludes, promptly gather all trash and dispose of it in the on-site dumpsters. It's advisable to keep a trash bag handy as you complete the checklist, but it's recommended to remove trash before starting the cleaning process.

**Rentals:** Break down and stack all event rentals in the North bay event door area. Please stack tables and chairs neatly on the floor, and refrain from leaning any items against the walls. Glassware, linens, and other rental items should be carefully repacked into the crates or containers provided by the rental company and placed on the floor in the same designated area. If you have contracted vendors to perform this service, please ensure they receive these instructions and comply with our protocols. If the event rental company is handling the break down, please coordinate this with the Venue Manager. If any items were damaged, please leave a note specifying which items were broken for the rental company's reference.

**Floors:** After handling rental items, use push brooms to sweep the entire floor, gathering debris into a pile. Then, sweep the debris into a dustpan and dispose of it in the trash.

**Restrooms:** Conduct a walkthrough and remove all trash and debris from all restrooms.

**Dressing Rooms:** If dressing rooms are used, ensure that all trash is removed. Clean any residues or spills on countertops or carpets using the provided cleaning products..

**Kitchen:** While the event caterer is primarily responsible for cleaning the kitchen and all amenities they use, it ultimately falls on the Client to ensure its cleanliness. If the caterer fails to clean or if the Client or any Event Affiliates utilize the space, wipe down all counters, rinse sinks, and sweep and mop the floor. If ovens or refrigerators were used, please wipe them down and dispose of any leftover items.

**Barn, Pavilion, Meadow & Parking:** Please ensure all trash, decorations, and debris are removed from these areas. If tables or benches were relocated for the event, kindly return them to their original positions. Ensure that the ceremony site and all parking areas are tidy and free of trash, personal belongings, or vendor equipment. If your event rental company is responsible for picking up ceremony chairs, they may remain at the location unless specified otherwise by your vendor.

**Final Walk-Through:** Perform a final walk-through of the grounds, including the barn, pavilion, island, lawn, and ceremony meadow. Place all trash inside the dumpsters rather than in containers. Please return all lounge furniture to its original locations.

We appreciate your diligent efforts in leaving our grounds as you found them.

**XV. RESERVATION OF RIGHTS**

The Ranch maintains the right to cancel this Agreement under the following circumstances:

**Non-Payment:** If the Client fails to make the required payments as stipulated in this Agreement.

**Non-Compliance with Rules and Conditions:** If the Client does not comply with any of the Rules and Conditions of Usage outlined in this Agreement.

The Ranch's rights as outlined in this Agreement are supplementary to any other rights or remedies that may be accessible to the Ranch through legal or equitable means.

**XVI. ALCOHOL**

The Venue acknowledges that the Client may serve alcoholic beverages, including but not limited to beer, wine, champagne, and mixed drinks containing liquor (hereinafter referred to as "Alcohol"), under the following terms and conditions:

- A. **Prohibition of Sale:** Under no circumstances shall the Client sell or attempt to sell Alcohol to anyone.
- B. **Professional Bartender Requirement:** The Client is required to engage the services of professional TIPS or ServeSafe certified bartender(s) to serve Alcohol at the event.
- C. **Age Restriction:** The Client shall not permit any person under the age of twenty-one (21) to consume Alcohol, regardless of whether they are accompanied by a parent or guardian.
- D. **Last Call:** The last call for Alcohol service must be made at least thirty (30) minutes before the scheduled end time of the event.
- E. **Responsible Service:** The Client agrees to use their best efforts to ensure that Alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.
- F. **Right to Remove Intoxicated Individuals:** The Ranch reserves the sole discretion and option to instruct security officers to remove any person(s) from the Venue if, in the opinion of the Ranch representative in charge, the licensed and bonded Bartender, and/or the security officer(s), the person(s) is intoxicated, unruly, or could pose a danger to themselves or others, or to the Venue.
- G. **Liability for Guests and Vendors:** Except for the Ranch's employees, agents, or contractors, including security guards, the Client agrees to be liable and responsible for all actions and conduct of Event Affiliates in attendance at the Event.
- H. **Illegal Substance Use:** The use of illegal substances on the Ranch is strictly prohibited. This prohibition extends to any drug or substance deemed illegal on a local, state, and/or federal level. The presence of any illegal substances at the Venue may result in the involvement of the authorities, early shutdown, or cancellation of the Event, and any other legal actions available to the Ranch. In the event such action is taken by the Ranch, any resulting loss of enjoyment or time shall not entitle the Client to a refund of the Damage Deposit or Event Fee. The Client shall be responsible for paying all fines assessed by Garfield County as a result of any code violation.

**XVIII. PAYMENT SCHEDULE**

<u>Payment Outline</u>	<u>Due Date</u>	<u>Amount</u>	<u>Payment Description</u>
Date of Agreement	03/25/2024	\$2,000.00	Booking Deposit
02 Months Prior	08/25/2024	\$3,000.00	Final Venue Payment
30 Days Prior	09/25/2024	TBD	Optional Add Ons
30 Days Prior	09/25/2024	N/A	Fully Refundable Damage Deposit
		<u>\$5,000.00</u>	Total Rental Fee

**XIX. NOTICE.**

Notices and communications between the Client and the Ranch shall be made in writing, via email, hand delivery, or U.S. Mail at the following addresses:

Client(s):

Business Name(s): 5Point Adventure Film Festival  
Mailing Address: 520 S. Third Street  
Phone Number: 7864931173

Contact(s): Luis Yllanes  
Email: [email protected] (/cdn-cgi/l/email-protection)  
Phone Number: 786-493-1173

Spring Creeks Ranch: Tanner Gianinetti  
PO Box 218 Carbondale, CO 81623  
[email protected] (/cdn-cgi/l/email-protection)  
(970) 379-8905

**XIX. RULES AND CONDITIONS FOR USAGE**

**1. Camping:**

- Is not permitted with this package.

**2. Candles:**

- Open flames are strictly prohibited inside all buildings and across the entire venue.

- Battery-operated "flameless candles" are permitted. (Example: Visit [www.candleimpressions.net](http://www.candleimpressions.net) (<http://www.candleimpressions.net/>) for automatic, long-lasting options.)

**3. Catering:**

- While the catering kitchen is built to commercial code, it's primarily designed for prep and distribution, not for preparing complete event meals from scratch.

- If you plan to have freshly prepared and cooked food on-site, consult with your caterer regarding additional rental equipment.

- As our venue relies on a septic system, vendors are strictly prohibited from disposing of any food waste, cooking liquids, grease, etc., in sinks or on the ground at the venue.

- All cooking waste items must be removed and properly disposed of off the Venue property.

- Leftover ice should be disposed of in dumpsters and should not be left piled on the ground.

- The cleaning of the kitchen should be handled by the caterer who uses the space.

- Failure to adhere to kitchen policies may result in the forfeiture of the Damage Deposit.

4. Children:

- Parents are fully responsible for children under the age of 18.

- While a playground is available and the lawn is great for yard games, parental supervision is required.

5. Contact Person:

- Designate one individual as your Contact Person who is not heavily involved in event activities.

- This person will serve as the point of contact for any issues or questions that may arise during the event.

6. Courtesy Protocol:

- The Ranch reserves the right to ask any individual or group acting unruly and contrary to rental regulations to leave the premises.

- If compliance is not immediate, Security reserves the right to forcefully remove individuals from the Venue or detain them until local law enforcement arrives.

7. Deliveries / Delivery Trucks:

- Coordinate delivery dates and times with the Venue Manager by phone or email.

- Driving on the Event Barn red patio or lawn is strictly prohibited.

8. Decorations:

- All decorations, signage, electrical configurations, or construction must be pre-approved by the Venue.

- 

Decorations must be removed promptly after the event, leaving no damage, unless special arrangements have been made between the Client(s) and the Venue.

- 

Only use drafting tape on walls and floors; nails and staples are NOT allowed.

- 

Certain items, such as birdseed, fresh rose/flower petals, glow sticks, lighted wands, and bubbles, are permitted only outside for wedding ceremonies and reception farewells. Venue permission is required for all other items.

- 

Items like rice, confetti, silk flower petals, balloons, glitter, fog machines, pyrotechnics, sparklers, tiki torches, and paper lanterns are not allowed unless specified otherwise in the contract.

9. Electrical Outlets:

- 

All electrical outlets on the Venue are available for use at events.

- 

Vendors are welcome to inspect the locations and number of outlets before booking.

10. Event Ending Time:

- 

All Event Barn doors are subject to being closed by 10:00 p.m. and may be required to remain closed to comply with noise restrictions and inclement weather.

- 

Outdoor activities and entertainment must either move indoors or adhere to approved decibel levels at 10:00 pm.

- 

The event must conclude by the specified Event End Time to avoid risking forfeiture of the Damage Deposit.

- 

The grounds must be cleaned and restored by the contract end time as outlined in Section XIV.

11. Fire Pit:

- 

The Fire Pit may be used unless there are fire bans or restrictions affecting the Venue.

- Clients can bring their own firewood, but burning wood pallets, cardboard, trash, wood with nails, etc., is prohibited.

- Fires are restricted to the designated Fire Pit area, and a Ranch Representative will light and maintain the fire.

12. Fly Fishing:

- If you or your guests want to fly fish at the Ranch, you can opt for the Fly Fishing Add-On.

- Submit the number of anglers at least six (6) months before the event.

- A minimum of 4 adult anglers is required for the reservation.

- Payment for anglers is due thirty (30) days before the event to ensure exclusive access.

- Failure to notify the Ranch in advance may result in shared waters with club members or restricted access.

13. Garbage Disposal:

- The Venue provides two trash dumpsters on-site.

- Clients may arrange for recycling or compost bins/dumpsters if desired.

- Disposing of event trash is the Client's responsibility, whether outsourced to a vendor, handled by Event Affiliates, or managed by the client.

- The onsite Ranch Representative is not responsible for servicing event trash.

- If dumpsters are full, all remaining trash must be removed from the Venue by the Client or an Event Affiliate.

14. Gardens:

- 

Please keep out of the gardens and landscaped areas.

- 

Ensure that trash is properly disposed of in designated containers.

15. Guests:

- 

When inviting guests, remember that you're inviting them to our home.

- 

Guests should conduct themselves maturely, responsibly, and respectfully.

- 

The guest count specified in this agreement applies exclusively to the Client's invitees and must correspond to the guest count outlined in section I of this agreement. The specified guest count

- 

Should the guest count exceed the agreed-upon limit outlined in section I of this agreement, an additional charge of \$100.00 per extra guest will be applied. This amount will be deducted from

16. Handicap Accommodations:

- 

We provide level-designated parking, pathways throughout the barn, and suitable restroom facilities for those with mobility challenges.

- 

Motorized and transport chairs can easily navigate the grounds.

17. Music and Entertainment:

- 

Music, both live and recorded, is permitted but must comply with decibel sound level limits defined in section XI of this agreement.

- 

A Ranch Representative reserves the right to establish acceptable sound levels.

- 

The Ranch reserves the right to force DJs or entertainers to skip songs or interrupt performances if music is deemed inappropriate.



- It is the Client's responsibility to comply with relevant state and local codes/regulations.

18. Parking:

- Designated parking areas are available on the West side of the Barn (gravel and grass).

- Overflow parking is on the East side of the barn.

- Parking on access drives to Ranch buildings is strictly prohibited.

- Security guards will assist guests with parking.

19. Pets:

- Only service dogs are permitted on the premises without prior approval.

- For non-service pets, prior approval from the Venue Manager is required before the event. If approval is granted, a \$100 Pet fee may apply.

- Any unauthorized pets must be removed from the Venue immediately. Failure to comply will result in the application of our Courtesy Protocol guidelines.

20. Photography:

- Clients are allowed to use the nearby areas surrounding the Venue for wedding photography and videography sessions. However, the use of hay fields, ponds, or equestrian areas is prohibited.

- The Ranch reserves the right to use event photographs for promotional and advertising purposes including but not limited to websites, social media, and other online or print platforms.

21. Portable Restrooms:

- If the guest count exceeds 175, clients must arrange for portable restrooms and wash stations.

- 1 Portable Restroom + Wash Station for vendors

- 3 Portable Restrooms + Wash Stations for guests.

- Placement locations must be approved by the Venue Manager at least 30 days before the event.

- Failure to comply will result in a forfeit of the Damage Deposit.

- Restroom Trailers: Prior approval from the Venue Manager is required for the placement of restroom trailers. The Venue is not responsible for supplying water or power to these units and p

22. Prep Kitchen:

- The barn kitchen is equipped with various amenities, including a refrigerator, commercial ice maker, sinks, microwave, stove/oven, and warming oven.

- Please respect all kitchen equipment and return it to its original condition.

- Do not dispose of cooking liquids, grease, food scraps, or ice outside or down the drains.

- Failure to adhere to kitchen policies may result in the forfeiture of the Damage Deposit.

23. Ranch Representative:

- The Venue provides a representative responsible for event supervision and Venue assistance.

- They can answer venue-related questions, and assist with lighting, door operations, sound systems, and heating/cooling.

- The Ranch Representative should not be treated as event service staff or the event coordinator.

- If a qualified third-party professional vendor or planner is not capable of fulfilling the necessary responsibilities for a smooth execution of the event, and a Ranch Representative is required

- The Ranch will not assume responsibility for the performance or quality of services provided by any third-party vendors or planners. Clients are strongly encouraged to engage skilled profes-

24. Rental Space Changes:

- Any changes to furniture or contents must be pre-approved by the Venue Manager.

- It is the Client's responsibility to restore all areas to their original condition.

- Placement of tables, tents, live music, catering equipment, etc., must also be approved by the Venue Manager, and additional fees may apply.

25. Security:

- Licensed security guards are provided on the main event day to assist with parking, crowd control, and overall quality assurance.

- This service is non-negotiable and included in the Venue rental cost.

- Security guards act as agents of the Ranch during the event.

- Security will be present at all festivities when the guest count exceeds 50 (see Optional Add-On section).

26. Signage:

- Clients may place their group's sign or balloons at the front entrance on Cowen Drive.

- Do not attach anything to or over the Ranch's entrance sign.

27. Smoking:

- The Ranch is a non-smoking venue and smoking is strictly prohibited. Vape and e-cigarettes are permitted outdoors only. The use of marijuana is prohibited at the Venue.

28. Speed Limit:

- The speed limit on the Ranch is 15 mph and is strictly enforced for safety.

29. Tables and Chairs:

- The Venue does not provide tables and chairs as part of the rental package unless noted otherwise.

- Clients should arrange table and chair rental services through local third-party rental companies.

30. Tents:

- Tent placement and installation methods must be approved by the Venue Manager at least 30 days before the event.

- Tents must be set up and removed within the contractual time frames.

- Tents requiring staking or weighting in areas with existing sprinkler lines will incur the Tent Fee detailed in the optional Add-On section.

Please ensure you fully understand and comply with these guidelines for a smooth and successful event at our venue. If you have any questions or concerns, feel free to reach out to our management team for assistance. We look forward to hosting your event at Spring Creeks Ranch.

**XX. OPTIONAL ADD ON'S**

All optional add-ons are Subject to Venue approval.

-

Review and "INITIAL" any desired Add-Ons for your Event.

State "TBD" if uncertain or "N/A" if you do not wish to obtain optional Add-Ons.

1. n/a ADDITIONAL EVENT FEE | \$2,000.00

Please indicate whether you plan to include an additional event within your rental period, provided that the guest count for this additional event does not exceed 50 guests. It's important to

Event Name: n/a Event Date: n/a Number of Guests: n/a

2. tbd FURNITURE REMOVAL FEE | \$1,500.00

Removal of any Furniture, interior/exterior item(s) at or surrounding venue. Venue Approval Required.

3. n/a TENT FEE | \$1,000.00

This fee is required for any events that require additional tenting in the main lawns of the Venue that have in-ground irrigation.

4. tbd FLY FISHING FEES | \$60.00 - \$120.00/Angler

Rates: Adult (18+) \$120.00 | Youth (17 - 13) \$60.00 | Children 12 & under \$0.00

Rates are per angler/per day of access. Children must be supervised by a paying adult angler.

The Ranch does NOT provide equipment or guides. If you need assistance with either of these items, please ask the Ranch for recommendations.

Failure to notify the Ranch six (6) months prior to the Event may result in sharing waters with club anglers or not being allowed access to fish.

Anticipated Number of Adult Anglers: 25

Anticipated Number of Youth Anglers: 0

Anticipated Number of Children Anglers: 0

ENTIRE AGREEMENT The foregoing constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties.

*Tanner Gianinetti*

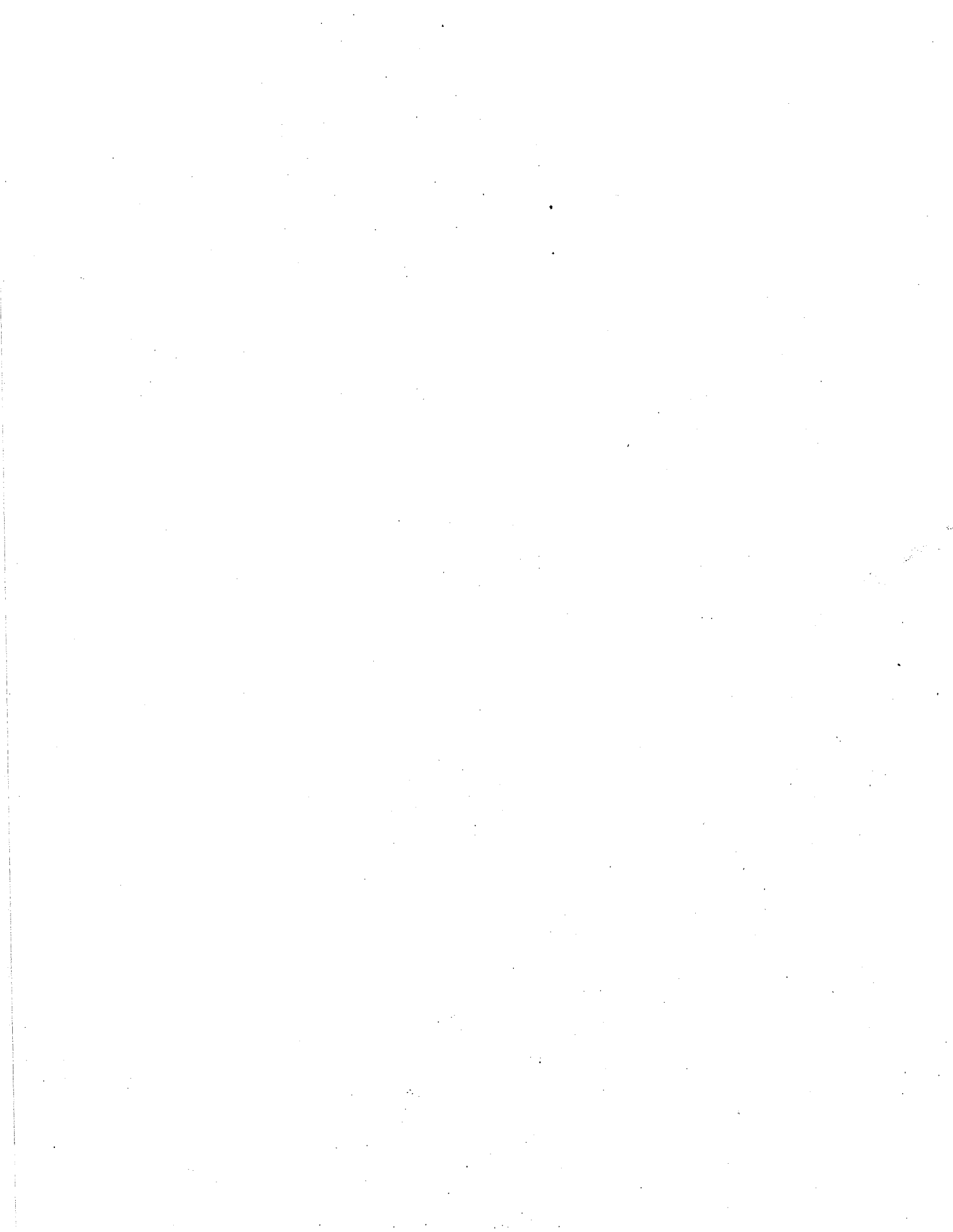
Tanner Gianinetti

Apr 1, 2024

*Luis Yllanes*

Luis Yllanes

Mar 30, 2024



# NOTICE

PURSUANT TO THE LIQUOR LAWS  
OF COLORADO

5 Point Film Festival

5 Point in the Field

Saturday, October 26, 2024 3p.m.-9p.m.

HAS REQUESTED THE LICENSING  
OFFICIALS OF GARFIELD COUNTY  
TO grant a Special Events

LICENSE AT: Spring Creeks Ranch

644 Cowen Dr., Carbondale, CO 81623

**HEARING ON APPLICATION TO BE HELD AT:**

Garfield County Admin Building, Room 100

108 8<sup>th</sup> St., Glenwood Spgs., CO 81601

TIME AND DATE: 8a.m. Monday, Oct. 21, 2024

DATE OF APPLICATION: Sept. 20, 2024

BY ORDER OF Board of County Commissioners

**OFFICERS:** Luis Yllanes - P.O. Box 355 Carbondale, CO 81623

Aly Sanguily - 326 N. 10<sup>th</sup> St., Carbondale, CO 81623

Garfield County Clerk & Recorder 970-384-3700 jharmon@garfieldcountycolorado.com

Jacklyn Harmon 109 8th Street #200, Glenwood Springs, CO 81601



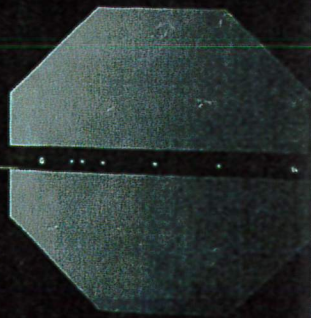
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**NOTICE**

PURSUANT TO THE LIQUOR LAWS OF THE STATE OF COLORADO, THE BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY HAS REQUESTED THE FIELD OFFICIALS OF GARFIELD COUNTY TO GRANT A SPECIAL EVENT LIQUOR LICENSE AT 5 Point View, 1044 Lower Ditch Road, Silt, Colorado 81756, FOR THE PERIOD OF 10/9/2024 TO 10/9/2024.

FOR 8th St. Alameda Sp. Co. (Silt) TIME AND DATE FOR HEARING BY OFFICERS OF Board of County Commissioners

Garfield County, Colorado  
 Board of County Commissioners  
 1000 1st St. Silt, Colorado 81756  
 Phone: (970) 838-3300  
 Fax: (970) 838-3301  
 Email: board@co.garfield.co.us



WEDNESDAY  
 10 9 2024