



**2016 PERMIT APPLICATION FOR
SPECIAL EVENTS**

A \$100 NON-REFUNDABLE PROCESSING FEE AND A \$250* DAMAGE DEPOSIT IS REQUIRED AT THE TIME THE APPLICATION IS TURNED IN. THE DAMAGE DEPOSIT WILL BE REFUNDED WITHIN 30 DAYS IF THE PREMISES (S) IS NOT DAMAGED. A COST PLUS 15% FOR ADDITIONAL TOWN SERVICES MAY APPLY (SEE ATTACHMENT G) THIS WILL BE DISCUSSED WITH THE APPLICANT AND TOWN PERSONNEL.

THIS APPLICATION MUST BE SUBMITTED NO LATER THAN 60 DAYS** PRIOR TO THE PROPOSED EVENT(S) AND MUST BE APPROVED NO LATER THAN 15 DAYS PRIOR TO THE PROPOSED EVENT. ALL APPLICATIONS MUST BE COMPLETELY FILLED OUT WITH SUPPORTING DOCUMENTS AT TIME OF DELIVERY TO TOWN PERSONNEL

*AT THE DISCRETION OF THE TOWN OF AVON, IF THE MAIN OR LOWER ATHLETIC FIELD IS AT RISK OF BEING PERMANENTLY DAMAGED AND THE POTENTIAL EXISTS FOR SOD REPLACEMENT IN PART OR WHOLE, THE EVENT APPLICANT WILL BE REQUIRED TO SUBMIT AN ADDITIONAL SECURITY DEPOSIT TO BE HELD IN ESCROW BY THE TOWN IN THE FORM OF A CASH DEPOSIT OR LETTER OF CREDIT IN COMPLIANCE WITH THE TOWN OF AVON MUNICIPAL CODE SECTION 7.32.100.

** IF THE EVENT APPLICANT IS PROJECTING MORE THAN 2,000 PEOPLE IN ATTENDANCE THE PERMIT APPLICATION MUST BE SUBMITTED NO LATER THAN 10 MONTHS PRIOR TO THE EVENT DATE.

DATE OF APPLICATION: _____

1. NAME OF APPLICANT: _____
2. NAME OF EVENT MANAGER IF DIFFERENT THAN ABOVE _____

REPRESENTING BUSINESS/ORGANIZATION: _____

MAILING ADDRESS OF APPLICANT: _____

PHONE: H _____ W _____ C _____ EMAIL _____

EVENT MANAGER/EMERGENCY CONTACT NUMBER: _____

3. DESCRIPTION OF EVENT/SCOPE OF ACTIVITIES: _____

PROPOSED LOCATION OF EVENT: CHECK THAT WHICH APPLIES

- NOTTINGHAM PARK MAIN (UPPER) ATHLETIC FIELD
- NOTTINGHAM PARK LOWER ATHLETIC FIELD
- AVON PERFORMANCE PAVILION

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DATE (S) OF LOAD IN: _____

TIME (S) OF LOAD IN: _____

DATE (S) OF EVENT: _____

TIME (S) OF EVENT: _____

DATE (S) OF BREAK DOWN: _____

TIME (S) OF BREAK DOWN: _____

4. EXPECTED NUMBER OF PARTICIPANTS AND SPECTATORS: P _____ S _____

5. NAME OF CORPORATE SPONSORS, IF ANY: _____

6. THE TOWN DOES NOT SUPPLY POWER - THEREFORE ALL ELECTRICAL NEEDS SHALL BE HANDLED BY APPLICANT.

7. WILL YOU HAVE FOOD, RETAIL OR SERVICE VENDORS SELLING PRODUCTS OR SERVICES AT THE EVENT?
___ YES ___ NO. IF YES, SEE ATTACHMENT A AND DISTRIBUTE TO ALL VENDORS.

8. WILL YOU BE ERECTING TENTS? ___ YES ___ NO. IF YES, ANY TENTS OR MEMBRANE STRUCTURES WHICH ARE LARGER THAN 400 SQUARE FEET WILL REQUIRE PERMITTING THROUGH THE EAGLE RIVER FIRE PROTECTION DISTRICT. THEY CAN BE REACHED AT 748-4793.

9. WILL YOU BE HANGING BANNERS? ___ YES ___ NO. IF YES, THIS MUST BE COORDINATED WITH THE TOWN'S DIRECTOR OF FESTIVALS & SPECIAL EVENTS OR HIS/HER DESIGNEE TO AVOID DAMAGING THE TOWN'S IRRIGATION SYSTEM, BUILDINGS, UTILITIES OR OTHER PARK STRUCTURES.

10. WILL YOU BE INSTALLING ANY FENCING? ___ YES ___ NO. IF YES, THIS MUST BE COORDINATED WITH THE TOWN'S DIRECTOR OF FESTIVALS & SPECIAL EVENTS OR HIS/HER DESIGNEE TO AVOID DAMAGING THE TOWN'S IRRIGATION AND FIBER OPTICS SYSTEMS. PLEASE CALL 811 TO ORDER LOCATES AT LEAST THREE DAYS PRIOR TO EVENT.

11. DO YOU WISH TO UTILIZE THE RAIL ROAD BRIDGE ON AVON ROAD FOR SIGNAGE? ___ YES ___ NO. IF YES, SEE ATTACHMENT B.

12. WILL YOU BE USING AMPLIFIED SOUND OF ANY KIND? ___ YES ___ NO. IF YES, SEE ATTACHMENT C.

10. WILL YOU BE CHARGING ADMISSION TO YOUR EVENT? ___ YES ___ NO. IF SO, ADDITIONAL FEES MAY APPLY AND MUST BE DISCUSSED WITH THE DIRECTOR OF FESTIVALS & SPECIAL EVENTS OR HIS/HER DESIGNEE.

11. WILL HOT AIR BALLOONS, DRONES, HELICOPTERS, HANG-GLIDERS OR PARA-GLIDERS BE ASSOCIATED WITH THE EVENT? ___ YES ___ NO. IF YES, SEE ATTACHMENT D

12. WILL YOU BE USING PROPERTY WITHIN THE TOWN OF AVON OUTSIDE OF THE FACILITIES LISTED ON ITEM NUMBER 3? ___ YES ___ NO IF YES, SEE ATTACHMENT E.

13. DO YOU PLAN TO SELL OR SERVE ALCOHOL? ___ YES ___ NO. IF YES, REVIEW ATTACHMENT F.

15. DO YOU WISH TO RENT ANY HEAVY EQUIPMENT OR EVENT RELATED EQUIPMENT FROM THE TOWN OF AVON? ___ YES ___ NO. IF YES, SEE ATTACHMENT H

14. DO YOU NEED VEHICULAR OR PEDESTRIAN TRAFFIC CONTROL? ___ YES ___ NO. IF YES, THIS MUST BE COORDINATED THROUGH THE DIRECTOR OF FESTIVALS & SPECIAL EVENT OR HIS/HER DESIGNEE.

17. LIST ANY REQUESTED STREET CLOSURES INCLUDING DATES AND TIMES: _____

18. DO YOU NEED LAW ENFORCEMENT SERVICES BEYOND ROUTINE PERIODIC PATROL? ___ YES ___ NO. IF YES, PLEASE COMPLETE THE ATTACHED AGREEMENT FOR EXTRA DUTY LAW ENFORCEMENT.

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19. WILL YOU BE UTILIZING NOTTINGHAM LAKE FOR SWIMMING OR NON-MOTORIZED BOATING? ____ YES ____ NO. IF YES, THERE ARE ADDITIONAL WATER SAFETY REQUIREMENTS AND YOU MUST COORDINATE WITH THE DIRECTOR OF FESTIVALS & SPECIAL EVENTS OR HIS/HER DESIGNEE.
20. ATTACH PROOF OF LIABILITY INSURANCE FOR YOUR EVENT IN A MINIMUM OF \$1,000,000. THE TOWN OF AVON, ITS ELECTED OFFICIALS, EMPLOYEES AND OFFICERS MUST BE LISTED AS ADDITIONAL INSURED. ADDITIONAL INSURANCE COVERAGE MAY BE REQUIRED DEPENDING ON THE SIZE AND SCOPE OF THE EVENT.
21. A REFUNDABLE DAMAGE DEPOSIT OF \$250 WILL BE DUE UPON REMITTAL OF THE SPECIAL EVENT PERMIT APPLICATION. IF DAMAGES TO TOWN PROPERTY EXCEED THIS AMOUNT, APPLICANT WILL BE RESPONSIBLE FOR THE COST OF ANY AND ALL REPAIRS ASSOCIATED WITH THE EVENT.
22. PLEASE INDICATE ON **ATTACHMENT G** THE EVENT VENUE LAYOUT INCLUDING DIRECTION OF AMPLIFIED SOUND, PLACEMENT OF FENCING, PORTABLE FACILITIES, TENTS, SCAFFOLDING, PATHWAYS OF INGRESS AND EGRESS, ETC.
23. THE TOWN OF AVON LOGO SHALL BE IDENTIFIED IN ALL PRINTED MARKETING MATERIAL PROMOTING YOUR EVENT. PLEASE CONTACT THE DIRECTOR OF FESTIVALS & SPECIAL EVENTS OR HIS/HER DESIGNEE FOR THE CURRENT TOWN LOGO.
24. THE TOWN REQUIRES THAT ALL APPROVED APPLICANTS COMPLETE AN "AFTER ACTION REPORT" AS OUTLINED IN ATTACHMENT I. DO YOU AGREE TO GATHER ALL NECESSARY INFORMATION ON YOUR EVENT TO COMPLETE THIS REPORT? ____ YES ____ NO
25. IT IS IMPERATIVE THAT ALL NOTTINGHAM PARK, TOWN OF AVON AND GENERAL EVENT RULES ARE NOTED AND FOLLOWED. THEY ARE:
 - NO PARKING ON TOWN STREETS
 - NO DRIVING OR PARKING ON NOTTINGHAM PARK BIKE PATHS WITHOUT SPECIFIC PERMISSION
 - ALCOHOLIC BEVERAGES ARE NOT ALLOWED IN UNPERMITTED AREAS **(ATTACHMENT F)**
 - PETS ARE NOT ALLOWED AT SPECIAL EVENTS
 - NO PERSON SHALL DRIVE, RIDE OR OPERATE AT ANY TIME ANY MOTORIZED VEHICLE OR MOTORIZED DEVICE OF ANY TYPE WITHIN THE PARK OR SPECIAL EVENT AREA WITHOUT A PERMIT.
 - NO PERSONAL FIREWORKS.
 - NO AMPLIFIED SOUND AFTER 8:00PM WITHOUT A PERMIT **(ATTACHMENT C)**
 - DAMAGES TO THE EVENT AREA AND ALL CLEAN-UP ARE THE RESPONSIBILITY OF THE APPLICANT
 - OVERNIGHT CAMPING, ARCHERY, GOLF, HOT AIR BALLOONING, DRONES, HELICOPTERS, HANG-GLIDING AND PARA-GLIDING MAY BE ALLOWED WITH THE PROPER PERMIT. PLEASE CONTACT THE DIRECTOR OF FESTIVALS & SPECIAL EVENTS OR HIS/HER DESIGNEE.

DO YOU AGREE TO ABIDE BY THE RULES LISTED ABOVE? ____ Yes ____ No

A \$100.00 PROCESSING FEE AND \$250* DAMAGE DEPOSIT MUST ACCOMPANY THIS APPLICATION. (*SEE EXCEPTIONS ON THE FIRST PAGE OF THIS APPLICATION)

FEE RECEIVED _____ DATE: _____

DEPOSIT RECEIVED _____ DATE: _____

I CERTIFY THAT ALL STATEMENTS AND ANSWERS TO THE ABOVE QUESTIONS WERE MADE BY ME AND ARE TRUE. I UNDERSTAND THAT I MUST FURNISH ANY EQUIPMENT NECESSARY IN THE PRODUCTION OF THIS SPECIAL EVENT. I UNDERSTAND ALL NOTTINGHAM PARK, TOWN OF AVON AND SPECIAL EVENT RULES AND WILL FOLLOW THEM.

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DATE _____

APPLICANT SIGNATURE _____



THE DIRECTOR OF FESTIVALS & SPECIAL EVENTS OR HIS/HER DISIGNEE WILL FACILITATE THIS PROCESS AND NOTIFY APPLICANT WITH ISSUES AND/OR CONCERNS. APPROVALS FROM THE FOLLOWING TOWN OF AVON DEPARTMENTS ARE NECESSARY:

PARKS & RECREATION _____ DATE _____

POLICE _____ DATE _____

PUBLIC WORKS _____ DATE _____

FIRE _____ DATE _____

FINANCE/SALES TAX/IT _____ DATE _____

FESTIVAL & SPECIAL EVENTS _____ DATE _____

ECONOMIC DEVELOPMENT _____ DATE _____

THE AVON DIRECTOR OF FESTIVALS & SPECIAL EVENT WILL CONTACT THE APPLICANT WITHIN 15 DAYS OF THE APPLICATION BEING SUBMITTED REGARDING APPROVAL.



ATTACHMENT A
TOWN OF AVON SPECIAL EVENT VENDOR POLICY

FOLLOWING ARE GUIDELINES FOR ALL SPECIAL EVENT VENDORS INVITED TO PARTICIPATE IN SPECIAL EVENTS ON TOWN PROPERTY EITHER THROUGH THIRD PARTY PRODUCERS OR THE TOWN OF AVON. **THE TOWN MUST BE SUPPLIED WITH THE BUSINESS NAME, RESPONSIBLE PARTY, PHONE NUMBERS, EMAIL ADDRESSES, MAILING AND PHYSICAL ADDRESSES OF EACH VENDOR AT LEAST TWO WEEKS PRIOR TO THE EVENT.**

SITE CONSIDERATIONS

SITE CONSIDERATIONS OF ALL VENDORS INCLUDING LOCATION, LOAD-IN/OUT, SET-UP TIMES, BOOTH SPECIFICS, PARKING, ETC. MUST BE DISCUSSED WITH THE TOWN DIRECTOR OF FESTIVALS & SPECIAL EVENTS OR HIS/HER DESIGNEE AT LEAST THIRTY DAYS PRIOR TO THE EVENT. ALL VENDORS ARE TO LEAVE THE EVENT PREMISE AS THEY FOUND IT WITH ALL TRASH, RECYCLING AND COMPOST DISPOSED OF IN THE PROPER RECEPTACLES PRIOR TO DEPARTURE. THE EVENT PERMIT HOLDER WILL BE RESPONSIBLE FOR ALL REFUSE LEFT ON TOWN PROPERTY AND/OR DAMAGES TO THE PREMISES CAUSED BY VENDORS. PLEASE INCLUDE VENDOR LOCATIONS ON THE MAPS SUBMITTED IN **ATTACHMENT G**.

ELECTRICITY

VENDORS MUST SUPPLY THEIR OWN ELECTRICITY UNLESS OTHERWISE ARRANGED FOR BY THE EVENT PRODUCER. GENERATORS FOR ELECTRICITY SHOULD BE PREAPPROVED BY THE EVENT PRODUCER AND BE OF THE “WHISPER” TYPE AND/OR POSITIONED AS FAR AWAY AS POSSIBLE TO PREVENT NOISE POLLUTION OF THE EVENT. GENERATORS MUST HAVE A CATCH PAN FOR GASOLINE SPILLS. VENDORS ARE TO BRING ELECTRICAL EXTENSION CORD(S) OF AT LEAST 100 FEET IN LENGTH AND A SAFE MEANS TO SECURE THE CORD(S) TO THE GROUND. EXCESSIVELY NOISY OR SMOKY GENERATORS WILL NOT BE ALLOWED AT THE DISCRETION OF DIRECTOR OF FESTIVALS & SPECIAL EVENTS OR HIS/HER DESIGNEE.

HEALTH AND SAFETY

ALL VENDORS SELLING FOOD AND/OR BEVERAGES MUST COMPLY WITH THE FOOD SAFETY CODES OF EAGLE COUNTY. GREY WATER DISPOSAL IS AVAILABLE AT THE TOWN HALL WEST PARKING LOT AND ARRANGED FOR PRIOR TO THE ARRIVAL OF VENDORS THROUGH THE EVENT PRODUCER. FOR MORE INFORMATION, CONTACT EAGLE COUNTY ENVIRONMENTAL HEALTH AT 303-328-8755.

ALL VENDORS COOKING FOOD ARE REQUIRED BY EAGLE RIVER FIRE PROTECTION DISTRICT TO HAVE A FIRE EXTINGUISHER. ALL OUTDOOR COOKING THAT PRODUCES A SPARK OR GREASE-LADEN VAPORS SHALL NOT BE PERFORMED WITHIN 20 FEET OF A TENT OR MEMBRANE STRUCTURE. FOR MORE INFORMATION, CONTACT EAGLE RIVER FIRE PROTECTION DISTRICT AT 970-748-4739.

EVENT VENDOR BUSINESS LICENSE

ORDINANCE 15-02 WHICH CAME INTO EFFECT APRIL 24, 2015 SET FORTH THAT ANYONE ENGAGED IN BUSINESS IN THE TOWN OF AVON (WHETHER A FIXED LOCATION OR NOT) SHALL REGISTER, OBTAIN AND MAINTAIN AN ANNUAL BUSINESS LICENSE. THIS INCLUDES ANY VENDOR FOR SPECIAL EVENTS. A VENDOR IS CONSIDERED ANY PERSON WHO SELLS OR ATTEMPTS TO SELL, OR OFFERS TO THE PUBLIC ANY SERVICES, GOODS, WARES OR MERCHANDISE INCLUDING BUT NOT

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LIMITED TO FOOD OR BEVERAGE, FROM ANY OUTDOOR LOCATION FROM A STATIONARY CART OR TABLE REGARDLESS OF WHETHER A FEE IS CHARGED FOR SUCH GOODS OR SERVICE. THE SPECIAL EVENT VENDOR APPLICATION CAN BE FOUND AT WWW.AVON.ORG "ON-LINE PAYMENTS" BUTTON LOCATED AT THE BOTTOM OF THE SCREEN

SALES TAX

THE TOWN OF AVON IMPOSES A 4% SALES TAX ON ITEMS, INCLUDING FOOD, SOLD WITHIN THE BOUNDARIES OF THE TOWN OF AVON. VENDORS ARE RESPONSIBLE FOR COLLECTING THE APPROPRIATE TAXES AT THE EVENT AND REMITTING TO THE TOWN OF AVON. ONCE A VENDOR IS REGISTERED FOR A SPECIAL EVENT VENDOR LICENSE, THEY WILL HAVE ACCESS TO ON-LINE REPORTING A SALES TAX RETURN MUST BE FILED BY ALL VENDORS EVEN IF NO SALES ARE MADE OR NO SALES TAX IS DUE. SALES TAX RETURNS AND PAYMENTS MUST BE SUBMITTED TO THE TOWN OF AVON BY THE 20TH OF THE MONTH FOLLOWING THE EVENT. VENDORS WILL ALSO BE RESPONSIBLE FOR COLLECTING AND REMITTING STATE OF COLORADO (2.9%) AND EAGLE COUNTRY TAXES (1.5%) TO THE STATE OF COLORADO. IF YOU HAVE ANY QUESTIONS REGARDING SALES TAX PLEASE CALL 970-748-4019.

ALCOHOL

IT IS UNLAWFUL TO CONSUME ALCOHOLIC BEVERAGES ON PUBLIC PROPERTY WITHIN THE TOWN OF AVON WITHOUT A PERMIT. IF ALCOHOL SERVICES IS DESIRED, AN APPLICANT MUST DISCUSS ALCOHOL REQUIREMENTS WITH AVON TOWN CLERK'S OFFICE AT 970-748-4001. A STATE OF COLORADO APPLICATION MUST BE COMPLETED AND FILED WITH THE AVON TOWN CLERK'S OFFICE A MINIMUM OF 60 DAYS PRIOR TO THE EVENT. ALL SPECIAL EVENT LIQUOR APPLICATIONS MUST RECEIVE APPROVAL FROM THE AVON LIQUOR BOARD. SHOULD A PRODUCER OR VENDOR PARTICIPATING IN AN EVENT WISH TO SELL ALCOHOL, PERMISSION MUST BE OBTAINED FROM THE PRODUCER OF THE EVENT AND HOLDER OF THE SPECIAL EVENT PERMIT (IN ADDITION TO PROCEDURES OUTLINED ABOVE).

WATER HOOK UP:

VENDORS WILL HAVE ACCESS TO THE TOWN WATER SUPPLY FOR THE EXPRESS USE OF FILLING WATER BARRELS, WATER TANKS IN MOTORHOMES, CLEAN UP, COOKING, ETC. VENDORS MUST SUPPLY THEIR OWN HOSE AND **MAY NOT** HOOK UP TO THE WATER SUPPLY FOR AN EXTENDED PERIOD OF TIME. TOWN OF AVON STAFF RESERVES THE RIGHT TO DISCONNECT HOSES OR SHUT OFF WATER AT ITS DISCRETION.

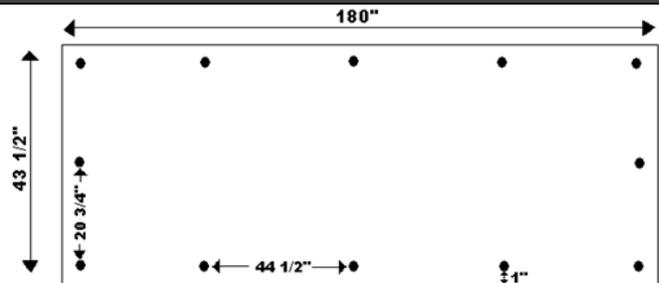


**ATTACHMENT B
RAILROAD BRIDGE BANNER APPLICATION**

- BANNER(S) SHALL REPRESENT COMMUNITY EVENTS OR SHALL BE SPONSORED BY A NON-PROFIT ORGANIZATION (NPO). THIS TOWN SERVICE IS NOT INTENDED FOR COMMERCIAL ADVERTISEMENT
- BANNER(S) MUST BE DELIVERED TO THE OFFICE OF THE DIRECTOR OF FESTIVALS & SPECIAL EVENTS OR HIS/HER DESIGNEE AT TOWN HALL NO LATER THAN THE WEDNESDAY BEFORE THE BEGINNING OF THE APPROVED DATE RANGE. BANNER(S) SHALL BE PICKED UP FROM TOWN OFFICES NO LATER THAN TWO (2) DAYS AFTER THE BANNERS HAVE BEEN REMOVED.
- BANNER(S) ARE ONLY PERMITTED FOR A MAXIMUM OF ONE (1) WEEK AND SHALL ONLY BE PERMITTED FOR A MONDAY – SUNDAY DATE RANGE.
- NUMBER OF BANNERS AND PLACEMENT ARE BASED UPON AVAILABILITY AND AT THE DISCRETION OF THE TOWN STAFF.
- APPLICATION FEE IS \$100.00 FOR ONE BANNER ON ONE SIDE OF THE BRIDGE OR \$150.00 FOR ONE BANNER ON EACH SIDE OF THE BRIDGE.

NAME OF EVENT:	DATED FOR BANNER(S) DISPLAY:
NAME OF BUSINESS/ORGANIZATION:	NAME OF APPLICANT:
MAILING ADDRESS:	PHONE NUMBER:
NUMBER OF BANNER(S) REQUESTED:	SIDE OF RR BRIDGE REQUESTED:

- BANNER(S) SHALL MEET THE EXACT SPECIFICATIONS HEREIN:
 - MAY ONLY BE CONSTRUCTED WITH NYLON OR VINYL
 - NO HAND-DRAWN WORDS (COPY) ARE PERMITTED
 - SHALL HAVE REINFORCED EDGES, WITH GROMMETS AT SPECIFIED LOCATIONS
 - SPONSOR NAMES AND LOGOS MAY COVER NO MORE THAN TWENTY PERCENT (20%) OF THE TOTAL BANNER SPACE



THE TOWN OF AVON IS NOT RESPONSIBLE FOR DAMAGE OR LOSS OF BANNER(S).

SIGNATURE OF APPLICANT OR OWNER:	DATE:
DIRECTOR OF FESTIVALS & SPECIAL EVENTS OR HIS/HER DESIGNEE:	DATE:
ROAD AND BRIDGE:	DATE:

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ATTACHMENT C
CHAPTER 5.24
AMPLIFIED SOUND SYSTEMS

SECTIONS:

- 5.24.010 PERMIT REQUIRED
- 5.24.020 SPECIAL PERMITS REQUIRED – ADMINISTRATIVE APPROVAL
- 5.24.030 SPECIAL PERMITS REQUIRED – TOWN COUNCIL APPROVAL

5.24.010 PERMIT REQUIRED.

A. IT IS UNLAWFUL FOR ANY PERSON OTHER THAN AN OFFICER, EMPLOYEE OF ANY LOCAL OR THE STATE OF FEDERAL GOVERNMENT TO INSTALL, USE OR OPERATE OUTDOORS, WITHIN THE TOWN, A LOUD SPEAKER OR SOUND-AMPLIFYING EQUIPMENT IN A FIXED OR MOVABLE POSITION OR MOUNTED UPON ANY SOUND TRUCK WITHOUT A PERMIT OBTAINED PURSUANT TO SUBSECTION B OF THIS SECTION.

B. APPLICATION FOR A PERMIT SHALL BE MADE TO THE TOWN MANAGER ON FORMS ESTABLISHED BY THE TOWN MANAGER. SUCH APPLICATION SHALL BE ACTED UPON BY THE TOWN MANAGER IN ACCORDANCE WITH AN ADMINISTRATIVE PROCEDURE (AMC 5.24.020; ORD. 15-07), OR SHALL BE APPROVED BY THE TOWN COUNCIL (AMC 5.24.030; ORD. 15-07)

5.24.020 SPECIAL PERMITS REQUIRED – ADMINISTRATIVE APPROVAL

THE TOWN MANAGER MAY APPROVE AN AMPLIFIED SOUND PERMIT FOR OUTDOOR USE OF AMPLIFIED SOUND USE AT THE FOLLOWING LOCATIONS AND TIMES:

- a. IN NOTTINGHAM PARK, INCLUDING THE AVON PERFORMANCE PAVILION, ON SUNDAY THROUGH WEDNESDAY BETWEEN THE HOURS OF 9:00 A.M. AND 8:00 P.M. AND ON THURSDAY THROUGH SATURDAY BETWEEN THE HOURS OF 9:00 A.M. AND 10:00 P.M.
- b. IN ANY NON-COMMERCIAL ZONE (INCLUDING ANY PLANNED UNIT DEVELOPMENT AREA ALLOWING NON-COMMERCIAL USE, BUT NOT INCLUDING TOWN PROPERTIES, PARKS AND THE MAIN STREET MALL) BETWEEN THE HOURS OF 9:00 A.M. AND 8:00 P.M.
- c. IN ANY COMMERCIAL ZONE (INCLUDING ANY PLANNED UNIT DEVELOPMENT AREA ALLOWING COMMERCIAL, BUT NOT INCLUDED TOWN PROPERTIES AND THE MAIN STREET MALL) BETWEEN THE HOURS OF 8:00 A.M. AND 10:00 P.M.

5.24.030 SPECIAL PERMITS REQUIRED – TOWN COUNCIL APPROVAL

A. ANY AMPLIFIED SOUND PERMIT APPLICATION THAT IS NOT SUBJECT TO ADMINISTRATIVE APPROVAL OR THAT IS REFERRED BY THE TOWN MANGER TO THE TOWN COUNCIL SHALL BE SUBJECT TO REVIEW AND APPROVAL BY THE TOWN COUNCIL AFTER CONDUCTING A PUBLIC HEARING.

B. A PUBLIC HEARING FOR AN AMPLIFIED SOUND PERMIT SHALL BE POSTED AND PUBLISHED AT LEAST SIX (6) DAYS IN ADVANCE OF THE PUBLIC HEARING ON THE TOWN'S WEBSITE; IN A NEWSPAPER OF GENERAL CIRCULATION IN AVON; AT THE AVON TOWN HALL, AVON LIBRARY AND AVON RECREATION CENTER; AND, WITH REGARD TO AN AMPLIFIED SOUND PERMIT ON THE MAIN STREET MALL, POSTED AT THE PROPOSED LOCATION OF THE AMPLIFIED SOUND.

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PERMIT APPLICATION FOR
OUTDOORS USE OF SOUND AMPLIFICATION SYSTEM

- 1. NAME OF APPLICANT
2. REPRESENTING BUSINESS/ORGANIZATION
ADDRESS AND/OR MAILING ADDRESS:
3. ADDRESS OF PREMISE OR LOCATION WHERE SOUND IS TO BE PRODUCED
4. TELEPHONE NUMBER
5. EMAIL ADDRESS
6. PURPOSE FOR OUTDOOR USE OF SOUND AMPLIFICATION SYSTEM
DATE/S OF PROPOSED USE
TIME/S OF PROPOSED USE
7. ATTACH A MAP OR DIAGRAM DEPICTING THE PROPOSED LOCATION OF SOUND AMPLIFICATION EQUIPMENT, DIRECTION OF SOUND PROJECTION AND POTENTIAL SOUND PROJECTION DISTANCE.
8. DESCRIPTION OF SOUND AMPLIFYING EQUIPMENT

SIGNATURE OF APPLICANT

DATE

THE PERMIT APPLICATION IS APPROVED BY THE TOWN OF AVON AS NOTED BY THE SIGNATURES BELOW. THE APPLICANT MUST COMPLY WITH CHAPTER 5.24 OF THE AVON MUNICIPAL CODE AS OUTLINED ON THE BACK OF THIS APPLICATION.

TOWN CLERK

DATE

DIRECTOR OF FESTIVALS & SPECIAL EVENTS

DATE

AVON POLICE CHIEF OR DESIGNEE

DATE



ATTACHMENT D
HOT AIR BALLOON, DRONE, HANG-GLIDER, HELICOPTER, PARA-GLIDER
TEMPORARY RECREATION PERMIT

THIS PERMIT ALLOWS HOT AIR BALLOONS, DRONE, HELICOPTERS, HANG-GLIDERS AND PARA-GLIDERS TO TAKE OFF/LAND FROM APPROVED PRIVATE PROPERTIES WITHIN THE TOWN OF AVON. THE APPLICANT MUST UNDERSTAND THE INTENT BEHIND THIS PERMIT, AS WELL AS THE CONDITIONS UNDER WHICH IT IS GRANTED.

THE TOWN OF AVON GRANTS SUCH PERMITS ON A LIMITED BASIS IN RESPONSE TO PUBLIC INTEREST. IN ISSUING THESE PERMITS, THERE ARE TWO MAJOR PRINCIPLES THAT ARE CONSIDERED.

1. THE PUBLIC’S HEALTH, SAFETY AND WELFARE SHALL BE SAFEGUARDED AT ALL TIMES;
2. BANNERS AND SIGNS. THE INTENT OF THIS PERMIT IS TO ALLOW FREE FLIGHT BALLOON RIDES TO LAUNCH FROM WITHIN THE TOWN LIMITS. IT IS NOT OUR INTENT TO ALLOW BANNERS AND ADVERTISING THAT CREATE FLOATING BILLBOARDS.

PERMIT CONDITIONS

1. A PERMIT ISSUED IS FOR A SPECIFIC LOT UNDER SPECIFIC CONDITIONS. THE PRIVILEGE THIS PERMIT ALLOWS IS GOOD FOR ONLY SO LONG AS ALL CONDITIONS ARE MET; INCLUDING, BUT NOT LIMITED TO:
 - A. THE PERMITTED LOT MUST REMAIN IN ITS CURRENT UNDEVELOPED STATE AS AT THE TIME PERMIT IS ISSUED;
 - B. ADEQUACY OF ACCESS, INTERSECTION SAFETY, VISIBILITY AND ENTRANCE INTO THE LOT ARE DEVELOPED;
 - C. THE PROVISION FOR SUFFICIENT OFF-STREET PARKING AS DETERMINED BY THE USE OF THE SITE.
2. PRIOR RESERVATION OF THE SITE BY OWNER, TOWN OR TOWN AFFILIATED AGENCIES SUPERSEDES THIS PERMIT. EXAMPLES OF SUCH A USE INCLUDE SPECIAL EVENT PARKING;
3. BANNERS AND SIGNS ARE NOT ALLOWED. MARKINGS ON BALLOONS OR BASKETS SHALL BE LIMITED TO ONLY SUCH ITEMS AS MAY BE AN INTEGRAL PART OF THE ORIGINAL MANUFACTURERS DESIGN (EXCLUDING SPECIFIC ADVERTISING INTENT), AND/OR N NUMBERS AS REQUIRED BY THE FAA, FEDERAL OR STATE LAWS TO REGISTER THE BALLOON FOR FLIGHT;
4. CERTIFICATE OF INSURANCE SHALL BE SUBMITTED, IN AN AMOUNT IN EXCESS OF CURRENT STATE STATUTES OF GOVERNMENTAL LIMITS OF LIABILITY, NAMING THE TOWN OF AVON, ITS OFFICERS AND EMPLOYEES AS ADDITIONAL INSURED;
5. THE APPLICANT SHALL PROVIDE DOCUMENTATION THAT NO CONFLICTS EXIST FROM THIS REQUEST REGARDING APPLICABLE AIR SPACE WITH LOCAL AIRPORTS/STOLPORTS.
6. APPLICANT SHALL DEMONSTRATE THAT FORETHOUGHT AND CONSIDERATION HAS BEEN GIVEN TO THE VARIETY OF LANDING AREAS THAT MIGHT EVENTUATE, AND TO THE PROPERTY OWNERS OF THOSE AREAS.
7. IT IS EXPRESSLY UNDERSTOOD BY THE APPLICANT THAT THIS PERMIT IS SUBJECT TO IMMEDIATE REVOCATION AND/OR FURTHER RESTRICTION BY THE TOWN IF ANY OF THE ABOVE CRITERIA FOR THIS PERMIT SHOULD CHANGE; IT APPEARS THAT PUBLIC PEACE, HEALTH, SAFETY AND WELFARE ARE DIMINISHED; OR THAT THE TOWN BELIEVES IT TO BE IN ITS BEST INTERESTS TO WITHDRAW SUCH PRIVILEGE AS THIS PERMIT AFFORDS;
8. IT IS RECOGNIZED BY THE APPLICANT THAT UNFORESEEN CIRCUMSTANCES MAY REQUIRE ADDITIONAL RESTRICTIONS ON THIS PERMIT.

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AIRCRAFT TEMPORARY RECREATION PERMIT

NAME: _____

ADDRESS: _____

PHONE: (W) _____ (H) _____

DATE OF APPLICATION: _____

LOT _____ BLOCK # _____ DESCRIPTIONS: _____

SCOPE OF ACTIVITY:

- A. DATES: FROM _____ TO _____
- B. DAYS: _____
- C. TIMES: _____
- D. TYPE OF AIRCRAFT: _____
SUPPORT VEHICLES _____
OTHER _____
- E. NUMBER OF PEOPLE _____

IN CONSIDERATION OF THE GRANTING OF THE AIRCRAFT TEMPORARY RECREATION PERMIT, I FOR MYSELF, MY EXECUTORS, ADMINISTRATORS, AND ASSIGNEES, DO HEREBY WAIVE ANY AND ALL RIGHTS AND CLAIMS I MAY HAVE AGAINST THE TOWN OF AVON, ITS OFFICERS AND ITS EMPLOYEES FOR ANY AND ALL INJURIES, DISABILITIES OR DAMAGES THAT MAY ARISE AS THE RESULT OF USE OF ANY PROPERTIES OR THE ACTIVITIES RELATED TO AIRCRAFT/HOT AIR BALLOON FLIGHT GRANTED IN THIS PERMIT. I FURTHER RECOGNIZE THAT THE TOWN OF AVON, IN GRANTING THIS PERMIT, MAKES NO STATEMENT (EXPRESSED OR IMPLIED) REGARDING THE SAFETY OF THE PERMITTED SITE OR THE ACTIVITY FOR WHICH THIS PERMIT IS GRANTED. I FURTHER RECOGNIZE THAT THE TOWN OF AVON EXPRESSLY EXCLUDES FROM THIS PERMIT ANY AUTHORIZATION THE PERMITTEE MAY NEED TO LAND THEIR CRAFT, AND ACCEPT FULL RESPONSIBILITY FOR APPROVALS NEEDED ON THE VARIETY OF LANDING AREAS THAT MIGHT RESULT FROM FREE FLIGHT. IF FURTHER RECOGNIZE THAT IN GRANTING THIS PERMIT, THE TOWN OF AVON MAKES NO STATEMENT REGARDING THE SAFETY OF MY CRAFT OR MY QUALIFICATIONS TO PILOT IT. I FULLY UNDERSTAND THE ABOVE RELEASE AND THE CONDITIONS OF THE PERMIT BEING ISSUED BY THE TOWN OF AVON.

APPLICANT SIGNATURE: _____ **DATE:** _____

OFFICE USE ONLY

INSURANCE CERTIFICATE (TOA/EMPLOYEES ADDITIONAL INSURED): Yes ___ No ___

FAA COORDINATION/APPROVAL: Yes ___ NO ___

LANDOWNER PERMISSION: Yes ___ No ___ (SEE ATTACHMENT E)

INDEMNIFICATION/HOLD HARMLESS CLAUSE: Yes ___ No ___

PERMIT FEE - \$25.00 PAID _____ **RECEIPT #** _____

AUTHORIZATION _____



ATTACHMENT E

IF YOU WILL BE USING THE TOWN OF AVON PROPERTY OR PRIVATE PROPERTY FOR PARKING OR A USE OTHER THAN WHAT THE PROPERTY IS ZONED FOR, PLEASE COMPLETE THE TEMPORARY USE FORM. THE AVON COMMUNITY DEVELOPMENT DEPARTMENT WILL ASSIST YOU IN DETERMINING THE LOT NUMBER, BLOCK NUMBER, SUBDIVISION AND ACREAGE AS WELL AS THE OWNER OF THE LOT. PERMISSION MUST BE GRANTED FROM THE PROPERTY OWNER AND THEY MUST SIGN THE ATTACHED FORM. A \$250 DEPOSIT MUST BE SUBMITTED WITH PERMIT AND WILL BE REFUNDED IN FULL IF THE LOT IS LEFT IN THE MANNER IT WAS FOUND.
*THERE IS NO OVERNIGHT CAMPING WITHIN THE TOWN OF AVON LIMITS.

TEMPORARY USE PERMIT FORM

LOT (S) # _____ BLOCK# _____ SUBDIVISION _____
ACRES _____ DATE OF USE _____ TIME OF USE _____
APPLICANT NAME _____ PHONE _____
APPLICANT ADDRESS _____

THE UNDERSIGNED PERMITTEE HEREBY AGREES TO ACCEPT RESPONSIBILITY FOR DUST SUPPRESSION, TRASH PICK-UP, RESTORATION AND REVEGETATION AS NECESSARY TO RETURN THE ABOVE REFERENCED PROPERTY TO ITS ORIGINAL CONDITION. SPECIFIC REQUIREMENTS SHALL BE DETERMINED BY THE TOWN OF AVON PRIOR TO THE APPROVAL OF THIS PERMIT.

APPLICANTS COMMENTS (USE BACK OF PAGE) SHALL INCLUDE A THOROUGH PLAN FOR DUST SUPPRESSION DURING THE EVENT, RESTORATION AND REVEGETATION OF THE PROPERTY TO ITS ORIGINAL STATE. THE COMMENTS ARE NOT TO BE CONSIDERED LIMITING, HOWEVER, TO THE TOWN'S AUTHORITY TO REQUIRE FURTHER MEASURES TO BE TAKEN.

UPON APPROVAL OF THIS PERMIT THE TOWN SHALL AUTHORIZE THE LOT (S) DESCRIBED HEREIN TO BE USED IN ASSOCIATION WITH THIS PERMITTED SPECIAL EVENT. COUNCIL APPROVAL WILL BE REQUIRED IF THE LOT IS TO BE USED IN ANY MANNER OTHER THAN WHAT THE ZONING ALLOWS.

A DAMAGE DEPOSIT OF \$250 IS REQUIRED TO BE SUBMITTED TO THE TOWN OF AVON UPON APPROVAL OF PERMIT OR 10 DAYS PRIOR TO THE EVENT.

APPLICANT SIGNATURE _____ DATE _____

LAND OWNER SIGNATURE _____ DATE _____

Please acknowledge that each page is understood by initialing: _____ TOA _____ Sponsor



ATTACHMENT F

BEER AND WINE MAY BE SERVED AND CONSUMED BY PERSONS AGE 21 YEARS OR OLDER. THE DESIGNATED AREAS IN NOTTINGHAM PARK WHERE ALCOHOL CAN BE CONSUMED SHALL INCLUDE THE PARK BOUNDARIES. ALCOHOL IS NOT PERMITTED ON NOTTINGHAM LAKE.

WHEN ALCOHOL IS SERVED, AN INSURANCE LIABILITY CERTIFICATE COVERING PREMISES AND OPERATIONS WITH LIMIT OF LIABILITY OF NO LESS THAN \$1,000,000 COVERING BODILY INJURY OR PROPERTY DAMAGE IN A COMBINED SINGLE LIMIT, NAMING THE TOWN OF AVON AND ITS EMPLOYEES AND OFFICERS AS CO-INSURED IS REQUIRED.

THE APPLICANT IS RESPONSIBLE AND ASSUMES ALL RISK REGARDING LIABILITIES THAT MAY ARISE BY THOSE ATTENDING AND DRINKING ALCOHOL DURING PARK USE. APPLICANT IS RESPONSIBLE FOR ENSURING THAT ALL PERSONS WHO DRINK ALCOHOL ARE OF LEGAL AGE AND THAT ALL STATE ALCOHOL LAWS ARE OBEYED.

PERMITEE MUST DISCUSS ALCOHOL GUIDELINES WITH AVON TOWN CLERK (970-748-4035). A STATE OF COLORADO LICENSE MUST BE OBTAINED, AS WELL AS FORMAL APPROVAL FROM AVON'S TOWN COUNCIL. AT LEAST THREE MONTHS SHOULD BE ALLOWED TO OBTAIN NECESSARY PERMITS. SHOULD A VENDOR AT AN EVENT WISH TO SELL ALCOHOL; PERMISSION MUST BE OBTAINED FROM THE EVENT PERMITEE (IN ADDITION TO PROCEDURES OUTLINED ABOVE).



ATTACHMENT G

PLEASE INDICATE THE LAYOUT OF YOUR EVENT VENUE. INCLUDE PROPOSED ROAD AND PARKING LOT CLOSURES, MARSHALS, TENT SET UPS, VENDOR PLACEMENT, STAGING, POWER SOURCES, PORTABLE RESTROOMS, ETC.

Please acknowledge that each page is understood by initialing:
Special Events Application/Permit

TOA

Sponsor



ATTACHMENT H

Rental Pricing 2015

Heavy Equipment*

	<u>Cost</u>
Pickup Truck 4x4	No Cost
Tool Cat w/implement	\$ 50.00
Backhoe	\$ 53.00
Loader	\$ 101.00
Lift Truck	\$ 115.00
Skid Steer	\$ 69.00
Street Sweeper	\$ 135.00
Dump Truck	\$ 100.00
Power Washer	\$ 68.00
Culvert Cleaning Machine (Jet Machine)	\$ 90.00
Tractor	\$ 50.00

***The heavy equipment price includes operator.**

Event Equipment

	<u>Cost</u>
Inflatable Movie Screen	\$ 350.00
LCD Projector	\$ 250.00
Mackie Speakers (4, including stands)	\$ 250.00
10 X 10 Tent	\$ Free
Soundboard	\$ 150.00
Blue Net Fencing (150 ft.)	\$ 20.00
Stadium Barricade (150 ft.)	\$ 10.00
Portable Sound System	\$ 50.00

Other Equipment

	<u>Cost Per day</u>
Compressor	\$ 104.00
Generator	\$ 115.00
**Variable Message Board (VMS)	\$ 220.00

****Variable Message Board cost includes delivery/pick-up, programming (to be done by a Town Employee).**

Field Labor

Cost



ATTACHMENT I
**Town of Avon - Special Events
After Action Report**

The Town of Avon requires that each event promoter granted an approved special event permit complete the After Action Report. This report is to be submitted in a typed format to the Special Event Supervisor within 45 days after completion of the event.

Each underlined item should be completed.

Event Introduction:

Overview – Event Strengths/Weaknesses:

Event Budget:

Use Allocated Funds from TOA:

Marketing and Promotional Efforts (attach samples):

Attendance and Demographic Information:

(In state, out of state, Avon visitors, Avon residents, age median-age, house hold income, etc.)

Impact on Economy:

(Hotel rooming nights, rooming rates, average dollars spent excluding lodging, etc.)

Impact on Sense of Community:

Potential for Growth of Event and Sponsorship Revenue:

(Number of spectators, number of participants, sponsorship dollars raised, future potential, etc)

Did the Attendees Enjoy this Event?

ATTACHMENT J
Recreation/Special Event Rental Pricing 2016

<u>Equipment</u>	<u>Cost</u>
Inflatable Movie Screen	\$ 350.00
LCD Projector	\$ 250.00
Mackie Speakers (4, including stands)	\$ 250.00
10 X 10 Tent	\$ Free
Soundboard	\$ 150.00
Blue Net Fencing (150 ft.)	\$ 20.00
Stadium Barricade (150 ft.)	\$ 10.00
Portable Sound System	\$ 50.00

Please acknowledge that each page is understood by initialing:
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AVON POLICE DEPARTMENT
AGREEMENT FOR EXTRA DUTY LAW ENFORCEMENT
WITH A NON-GOVERNMENTAL AGENCY

This Agreement for Extra Duty Law Enforcement ("Agreement") is entered into between the TOWN OF AVON, a Colorado home rule municipal corporation ("Town") and

_____ ("Purchaser").

1. OBLIGATIONS OF TOWN: The Town will assign an extra-duty police officer or officers in uniform to provide additional law enforcement on the premises of Purchaser for the event ("Event") as described in Paragraph 3 below. The sole responsibility of the police officer while so assigned shall be to enforce the laws of the local jurisdiction, statutes of the State of Colorado, and other applicable laws during the Event.

2. EVENT: Purchaser requests additional law enforcement for the following Event:

Event Name: _____ Date: _____

Location: _____ Start Time: _____

End Time: _____

Number of Officers Requested: _____ Number of Patrol Cars Requested: _____

Additional Requests: _____

On-Site Contact Person

And Cell Phone Number: _____

3. COMPENSATION: Purchaser will compensate the Town at the rate of \$62.00 per hour subject to a minimum of three (3) hours, totaling \$186.00 per work shift for a police officer, plus an 8% administration fee. Additionally, any time spent by the police officer processing the arrest, including report writing, will be paid by the Purchaser at the same rate. If a police vehicle is required, the business will compensate the Town at a rate of \$6.00 per hour with a minimum of three (3) hours use (\$18.00). The Town shall provide an invoice on a monthly basis. The Purchaser shall pay the invoice in full within thirty days (30) days of receipt. The outstanding balance of an invoice shall begin to accrue interest at the rate of one and one-half percent (1 1/2%) per month (eighteen percent [18%] per annum, compounded annually) thirty (30) days after the invoice date and such interest to continue until the bill and all accrued interest are paid in full in accordance with Section 3.32.010 of the Avon Municipal Code.

4. EMERGENCY AVAILABILITY: The police officer shall, at all times while assigned as provided in Paragraph 1, be available to respond to any incident occurring off the premises which, the police officer determines in the police officer's sole discretion, to be an emergency. In the event of such an emergency response, the police officer shall promptly return to the premises of the Premises after cessation of the emergency.

5. TERM OF AGREEMENT: This Agreement shall remain in effect for the duration the Event and shall then terminate. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

6. RELATIONSHIP OF OFFICER: While assigned as provided in Paragraph 1, the police officer shall at all times remain an employee of the Town acting within the performance of his duties and the scope of his employment with the Town, and shall be under the sole supervision and control of his shift commander.

7. INDEMNIFICATION: The Purchaser on behalf of itself, its officers, employees and agents, hereby releases the Town and its officers, employees and agents from and waives any and all liability, claims, and demands for damages of whatsoever nature,

Please acknowledge that each page is understood by initialing:
Special Events Application/Permit

TOA

Sponsor

including without limitation claims arising from bodily injury, personal injury, property loss or damage, which arise out of this Agreement, or are in any manner connected with this Agreement. Purchaser further agrees to indemnify, defend, and hold harmless the Town, its officers, its employees and agents for any uninsured or deductible costs, including without limitation the cost of any judgment or settlement and the costs of defense including attorney's fees incurred by the Town, its officers, employees and agents in connection with any claims of third parties against the Town, its officers, employees or agents which arise out of or are in any manner connected with this Agreement. The Town agrees that so long as this Agreement is in effect, it will maintain false arrest and general liability insurance.

8. NO WAIVER OF GOVERNMENTAL IMMUNITY: Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

9. INSURANCE: Purchaser shall maintain general liability coverage providing bodily injury and property damage coverage with a limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Purchaser shall cause Town to be named as an additional insured and shall provide Town with evidence, acceptable to Town that the required insurance is in full force and effect. Purchaser agrees to notify Town immediately upon any notice of cancellation of policy or change in the insurance that reduces coverage in any manner. The certificate(s) shall also stipulate that the insurance afforded the Purchaser shall be primary insurance for operations performed in whole or in part by or on behalf of the Purchaser and that any insurance carried by the Town, its officials, employees or agents shall be excess and not contributory insurance to that provided by the Purchaser for operations performed in whole or in part by or on behalf of the Purchaser.

10. NO THIRD PARTY BENEFICIARIES: Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of Contractor. Absolutely no third party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

11. SEVERABILITY: Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

TOWN OF AVON

By: _____
[Signature]

Date: _____

Name/Title: _____
[Print name and title]

PURCHASER

By: _____
[Signature]

Date: _____

Name/Title: _____
[Print name and title]

Address: _____
_____ Email:

Phone: _____