AGENDA
Marketing & Events Advisory Committee (MEAC)
Wednesday, August 2, 2023 – 9:00 am
Council Chambers / Eagle Town Hall
200 Broadway, Eagle, CO

This agenda and the meetings can be viewed at www.Townofeagle.org.
PUBLIC WIFI – Eagle Guest

MEETING ACCESS

Microsoft Teams meeting

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Meeting ID: 266 597 169 54
Passcode: V65HRW

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CALL TO ORDER AND ROLL CALL

APPROVAL OF MINUTES

Meeting Minutes: June 7, 2023

BUSINESS AND DISCUSSION ITEMS

- 2024 Eagle Flight Days
- 2024 Funding Requests
- Quarterly MEAC meetings

STAFF UPDATE

- Community Table – August 20

UPCOMING EVENTS

August	
8/1/2023	National Night Out
8/2/2023	Hat Tricks for Hanna
8/3/23	ShowDown Town Concert
8/4/23	Eagle Farmer's Market & Art Show
8/6/23	Yoga in the Park
8/10/23	ShowDown Town Concert
8/11-8/13	Block Party
8/11/23	Eagle Farmer's Market & Art Show
8/13/23	Yoga in the Park
8/18/23	Eagle Farmer's Market & Art Show
8/19/23	Sustainable Splash
8/20/2023	Community Table
8/20/23	Yoga in the Park
8/25/23	Eagle Farmer's Market & Art Show
8/27/23	Yoga in the Park

DISCUSSION AND FUTURE AGENDA ITEMS

- Future agenda items?

ADJOURN

I hereby certify that the above Notice of Meeting was posted by me in the designated location at least 24 hours prior to said meeting.

Molly Furtado
Special Events Manager

AGENDA
Marketing & Events Advisory Committee (MEAC)
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CALL TO ORDER AND ROLL CALL
Call to Order at: 9:04 by Heather Hower, second by Lizzy Owens

Roll Call:

Committee members present: Heather Hower, Chad Milam, Lizzy Owens, Kim Fritzler

Committee members absent: Danita Dempsey, Holly Snider, Anna Robinson

Staff Present: Molly Furtado, Carly West

Town Council Present: Sarah Parrish

APPROVAL OF MINUTES

Meeting Minutes: May 3, 2023

MOTION to approve the MAY MEAC meeting minutes by Chad Milam and second by Lizzy Owens. Motion passed with a vote of 5 in favor Heather Hower, Chad Milam, Erinn Hoban, Lizzy Owens, Kim Fritzler and 0 opposed (names).

BUSINESS AND DISCUSSION ITEMS

- Introducing Carly West, Communications & Marketing Specialist
- Eagle Flight Days, featuring The Indigenous Wisdom Gathering
- Flight Days - SignUp Genius

STAFF UPDATE

- Staff seeks permission to cancel JULY 5 MEAC Meeting

UPCOMING EVENTS

June	
6/4/23	Yoga in the Park
6/9/23	2nd Friday Downtown
6/10/23	Mountain Rec Opening Day
6/11/23	BMX State Race
6/11/23	Yoga in The Park
6/15/23	Music and a Movie
6/18/23	Eagle Enduro MTB
6/18/23	Yoga in the Park
6/22/23	Music and a Movie
6/23-6/24	Eagle Flight Days
6/25/23	Bighorn Gravel
6/28/23	Bike to Work Day
6/29/23	ShowDown Town Concert
6/30/23	Eagle Farmer's Market & Art Show
July	
7/2/23	Yoga in The Park
7/4/23	Eagle Kid's July 4th Bike Parade

7/6/23	ShowDown Town Concert
7/7/23	Eagle Farmer's Market & Art Show
7/7 - 7/8	ARTwalk Festival
7/9/23	Yoga in The Park
7/13/23	ShowDown Town Concert
7/14/23	Eagle Farmer's Market & Art Show
7/14/23	2nd Friday Downtown
7/15/23	Never Summer Adventure Race
7/16/23	Yoga in The Park
7/11-7/23	Triple Crown Baseball World Series
7/20/23	ShowDown Town Concert
7/21/23	YOUTH whitewater safety
7/21/23	Eagle Farmer's Market & Art Show
7/23/23	Yoga in The Park
7/26-7/30	EAGLE COUNTY FAIR & RODEO
7/27/23	ShowDown Town Concert
7/28/23	Eagle Farmer's Market & Art Show
7/30/23	Yoga in The Park

DISCUSSION AND FUTURE AGENDA ITEMS

- Future agenda items?

ADJOURN

MOTION to Adjourn at 9:55 by Lizzy Owens and second by Chad Milam. Motion passed with a vote of 5 in favor Heather Hower, Chad Milam, Erinn Hoban, Lizzy Owens, Kim Fritzler and 0 opposed (names).

I hereby certify that the above Notice of Meeting was posted by me in the designated location at least 24 hours prior to said meeting.

Molly Furtado
Special Events Manager

RECAP_2023_FlightDays

TODDLER ZONE

Toddler zone was a good idea and the barricade definitely provided some useful separation. Next year I will provide signage that will help as well. I spoke with a few parents that really appreciated the set up. I think the bubble station was a nice break from the inflatables and next year could be expanded with sand art and some other lawn games which works great for that age as well as the parents standing by.

FUN RUN

GREAT addition!

No blue powder – it stains!

Suggested new loop course – start & finish at Town Park

Individual sponsors for each color station

TIPI RAISERS

Disappointed Tipi did not go up on Friday as planned, due to the weather. Need a weather-backup.

Audio system for the drummer/speaker

COMMENTS

I hope you feel so good about how awesome this year's Flight Days went! It was a huge success, and everyone had so much fun. Congratulations an excellent event!!!

We just wanted to let you know how much my family enjoyed the weekend. The cultural experience with the Indigenous People was both entertaining and educational. That was a wonderful addition to Flight Days.
Thank You! Carol and Mike McGee

We had THE best time at flight days today. Congrats on all the hard work. Your presence on all the details really shows.

My favorite things from flight days was the tipi raising, dancing. It was a terrific addition to the festivities. We fully support any exposure to Eagle's indigenous history. Such an important reminder for all of us.

SUGGESTIONS

small town parade. Pay parade participants?
better food vendors. Pay vendors to attend?

musical entertainment in AM after the parade

ADA parking

County tent set-up and tear down

Walking mountain trash - huge help

Trash cans near playground need to be covered

Vendors must provide generator or will be charged

vendors need to set up their own tent (ie. ERB)
toddler zone - okay but need more direction on age
FUTURE - splash pad on basketball court
climbing wall
mechanical bull
bubble tent
FREE inflatables. LOVE IT!
Headliner / MUSIC starts @ 6:30 PM

horseshoe tournament dedicated to Kenny

Remove dumpsters
PW will remove trash at end of night

FLYOVER!!

Town of Eagle

Marketing and Events Advisory Committee (MEAC) and Community Funding

2023 Request for Funding

MEAC Funding Program
In 2011, Eagle Town Council established a Marketing and Events Advisory Committee (MEAC). The committee is composed of nine eagle residents that are local community members and business owners. MEAC's mission is to strengthen the fabric of the community by providing unique experiences.

MEAC pursues events that enhance the sense of community for Eagle residents by providing opportunities for connection. Events that balance the quality of life for residents with the need for vitality in our business community. Support events and programs that showcase and protect our unique character, traditions, and resources. Support cultural events and programs that promote diversity. Create clear, concise, and consistent event marketing and communications. Actively collaborate with community partners and stakeholders.

MEAC encourages event organizers to produce a diverse collection of events. The Committee will evaluate events to ensure the investment in public funds is allocated effectively and producers will be held to a high level of accountability. MEAC will act in a sponsorship role, allocating funds to those events that particularly contribute to the overall objectives.

The proposed budget available for MEAC funding is to be determined following a review of Town of Eagle finances. The MEAC Funding Budget for 2022 was $65,000. The final amount to be allocated will be approved by the Eagle Town Council following the approval of the Town of Eagle operating budget.

Objectives and Criteria

To qualify for MEAC funding events must support these strategic priorities and objectives:

- Enhance the sense of community for Eagle residents by providing opportunities for connection.
- Balance the quality of life for residents with the need for vitality in our business community.
- Support events and programs that showcase and protect our unique character, traditions, and resources.
- Support cultural events and programs that promote diversity.
- Create clear, concise, and consistent event marketing and communications.
- Actively collaborate with community partners and stakeholders.

Selection Process

MEAC will evaluate all event funding requests using the rating system, which is listed below. The committee will prioritize the available special events budget and make recommendations that the use of dollars to fund the events are of the most value to the Town. Funding recommendations will be sent to the Eagle Town Council for review and final awarding of funding dollars.

	Points
Event enhances the economic development and sustainability of the Town	20
Event provides a sense of community and enhanced quality of life	20
Event provides a well-rounded, diverse audience	20
Event increases sales and lodging tax revenues	10
Event provides marketing and brand awareness to the Town	10
Event sustainability and potential growth	10
Event provides a varied calendar date	10
Total Points	100

Funding request applications must be submitted before October 1, 2022.

Funding Program Request Application

- Event producers requesting $5,000+ in funding will be required to answer questions and provide a brief overview of their event at the MEAC monthly meeting on Wednesday, October 5, 2022 at 8:30am.

- The committee will evaluate the proposals and make recommendations for funding to Town Council on October 25, 2022. Producers will be notified by December 1, 2022.

2022 Timeline

- September 1 – OPEN funding program applications
- October 1 – DEADLINE for funding program applications
- October 5 – Presentations to MEAC by event producers requesting $5,000+
- October 19 – MEAC will evaluate and make their recommendations for funding
- October 25 – MEAC recommendations presented to Town Council
- December 1– Event producers will be notified of awarded funds before December 1

If awarded funds, it is the responsibility of the event producer to:

Congratulations your funding application has been awarded. Awarded funds does not equate to the approval of your event. An event permit application must be received **45-days** prior to the event for approval.

The Town is committed to providing a single point of contact for event coordination. The special events manager acts as a liaison between the event producer and the Town. It is the event producer's responsibility:

1) Secure your venue with the Special Events Manager.

2) Submit an invoice to events@townofeagle.org for receipt of funds

3) If awarded $5,000+ half the funds will be distributed with a signed contract, half the funds will be distributed upon completion of the event. Event producer must submit an invoice to the Events department.

4) Event Permit Application MUST be received 45 days prior to the event date.
    a. Copy of Insurance (COI)
    b. Site Map
    c. $25 application fee

5) Comply with all federal, state and Eagle County public health orders and guidelines

6) Comply with Town Code regarding any street closures, signage, etc.

7) It is the responsibility of the event producer to inform ECO transit and EC Dispatch (970-479-2200) to notify emergency services of street closures.

8) Work towards sustainable event production with a goal of zero waste events.

9) Provide Events with a final wrap up report of their event within 30 days of the completion of their event.

If you have any questions, please contact Molly Furtado, Special Events Manager
events@townofeagle.org

2023 TOWN OF EAGLE SPECIAL EVENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 15th day of January (the "Effective Date"), by and between the Town of Eagle, 200 Broadway, PO Box 609, Eagle, CO 81631, a Colorado municipal corporation (the "Town"), and Eagle Farmers Market & Art Show, an independent contractor with a principal place of business at 3011 Basingdale Blvd, Vail, CO 81657 ("Recipient") (each a "Party" and collectively the "Parties").

WHEREAS, the Town encourages and supports community events, because such events promote the public health, safety and welfare;

WHEREAS, Recipient is producing an event in the Town on or about July 1 – September 23, 2023;

WHEREAS, the Town's Marketing and Events Advisory Committee (MEAC) has agreed to provide funding to Recipient to assist in the Eagle Farmers Market & Art Show (the "Event");

WHEREAS, in exchange for Town funding, Recipient is willing to comply with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. TERMS AND CONDITIONS

1. SPECIAL EVENT PERMIT. Execution of this Agreement shall constitute issuance of a Special Event Permit.

A. Recipient shall plan, organize, promote and carry out the Event as described in Event Description set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. At least 45 days prior to the start of the Event, Recipient shall complete and submit all additional permits that may be required for the Event, set forth in **Exhibit B**.

C. Recipient shall comply with all applicable regulations pertaining to the production of special events in the Town, the Town Logo Standards; and the Town's marketing checklist, attached hereto as **Exhibit C** and incorporated herein by this reference.

D. If required by the MEAC, Recipient shall allow the Town to perform market research and attendee surveys during or after the Event by a method determined by the town. Further, Recipient shall send a web survey link to its participant/ticket sales database as directed by the Town. The Town shall share survey data and analysis with Recipient for its use and inclusion in the post-event report.

E. Recipient shall schedule and complete a post-event report and meeting with the MEAC within 60 days following the close of the Event. Recipient shall include in its report any non-confidential data from the Event it deems relevant to the Town's review and assessment of the Event. The finished presentation shall be submitted to the Town a minimum of 7 days prior to the date scheduled for the post-event meeting.

F. The Town shall be entitled to complimentary advertising, photography, and other exposure as part of any of the promotional or informational material Recipient causes to be prepared for the Event.

G. Recipient shall ensure that all lodging marketing and lodging inquiries relating to the Event are directed to properties within the Town whenever reasonably possible.

H. The Town may download video or photographs of the Event for promotional or editorial purposes (the "Event Media") at no charge, as follows:

1. As part of Recipient's post-event report, Recipient shall provide the Town with a link for the download location for the Event Media.

2. Recipient hereby transfers, sells, and assigns to the Town all of its right, title, and interest in the Event Media. The Town may, with respect to all or any portion of the Event Media, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change the Event Media without providing notice to or receiving consent from Recipient.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Recipient completes the Event and all responsibilities imposed by this Agreement unless sooner terminated as provided herein.

B. Either Party may terminate this Agreement upon 45 days advance written notice. If Recipient terminates this Agreement prior to Recipient's completion of the Event, Recipient shall refund all portions of the Total Contribution already paid. If the Town terminates this Agreement due to Recipient's breach of this Agreement, the Town is not obligated to make any additional payments and may seek repayment by Recipient of any portion of the Total Contribution already paid.

III. CONTRIBUTION

A. If Recipient satisfies the conditions of this Agreement, the Town will pay Recipient $2,000 (the "Total Contribution") in two payments, as set forth below.

1. Payment One: 50% of the Total Contribution ($1,000), payable upon: Recipient executing this Agreement with a completed and signed marketing checklist, complete special event permit application (with or without final approval in place) and Recipient's completion and submittal of the Sponsor Benefits, and Recipient's invoice number one.

2. Payment two: 50% of the Total Contribution ($1,000), following the presentation of a post-event report in compliance with this Agreement and following approval by the Town affirming that all requested information has been provided and that Recipient and the Event have met all conditions for funding and has submitted invoice number two. Payment two may be reduced or eliminated by the MEAC if Recipient's post-event report does not include all required information or if Recipient has failed to meet all conditions of this Agreement.

B. Recipient expressly acknowledges that the Total Contribution may be reduced if Recipient fails to produce satisfactory evidence that Recipient has fully complied with all conditions of this Agreement and all other applicable conditions of the permit. Recipient further acknowledges that the Total Contribution may be reduced by the Town as compensation for any outstanding debt Recipient owes the Town including without limitation unpaid contracts for service or unpaid taxes.

IV. RESPONSIBILITY

A. Recipient hereby warrants that it is qualified to assume the responsibilities to carry out the Event and has all requisite corporate authority and licenses in good standing, required by law. The Event shall comply with all applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any portion of the Event shall not be construed to operate as a waiver of any rights under this Agreement or as a waiver of any cause of action arising out of the performance of this Agreement.

C. Recipient may employ subcontractors to plan, organize, promote or carry out all or portions of the Event, provided that Recipient shall ensure that all such subcontractors comply with the terms and conditions of this Agreement.

V. INDEPENDENT CONTRACTOR

Recipient is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Recipient to perform work on the Event under the terms of this Agreement shall be, and remain at all times, employees or agents of

Recipient for all purposes. Recipient shall make no representation that it is a Town employee for any purpose.

VI. INSURANCE

A. Recipient agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations of or related to the Event. At a minimum, Recipient shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than **ONE MILLION DOLLARS ($1,000,000.00)** each occurrence and **TWO MILLION DOLLARS ($2,000,000.00)** aggregate with respect to each of Grantee's owned, hired and/or non-owned vehicles assigned to or used in performance of event activities. The policy shall contain a severability of interest provision.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Recipient. Recipient shall be solely responsible for any deductible losses under any policy.

C. Recipient shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VII. INDEMNIFICATION

Recipient agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on

account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the Event or this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Recipient, any subcontractor of Recipient, or any officer, employee, representative, or agent of Recipient, or which arise out of a worker's compensation claim of any employee of Recipient or of any employee of any subcontractor of Recipient.

VIII. WORKERS WITHOUT AUTHORIZATION

A. Certification. By entering into this Agreement, Recipient hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a workers without authorization who will perform work under this Agreement and that Recipient will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Recipient shall not knowingly employ or contract with a workers without authorization to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Recipient that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Recipient has employees, Recipient has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Recipient shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Recipient obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under this Agreement, Recipient shall: notify the subcontractor and the Town within 3 days that Recipient has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Recipient shall not terminate the subcontract if during

such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under this Agreement.

D. Duty to Comply with Investigations. Recipient shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Recipient is complying with the terms of this Agreement.

E. Affidavits. If Recipient does not have employees, Recipient shall sign the "No Employee Affidavit" attached hereto. If Recipient wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Recipient shall sign the "Department Program Affidavit" attached hereto.

IX. FORCE MAJEUR

A. If performance or completion of the Event is rendered impossible by an act or regulation of any public authority, an act of God, strike, civil tumult, acts of terror, epidemics or pandemics, or interruptions of transportation services, or any other proven cause beyond Recipient's control other than inclement weather, it is understood and agreed to by Recipient and the Town that there shall be no claim for damages by either Party and all monies advanced to Recipient will be returned to the Town.

B. The Town shall determine in its sole discretion if the Event should be cancelled due to inclement weather. If the Event is cancelled prior to its commencement due to inclement weather and Recipient is present and able to perform, or if the Event begins and is subsequently cancelled by the Town due solely to inclement weather, Recipient shall be deemed to have complied with this Agreement.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20, of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF EAGLE, COLORADO

By and Through Town of Eagle Special Events Manager

By: _____ Date: _____
Molly Furtado, Special Events Manager

PRODUCER

By: _____ Date: _____
[signature]

Name: _____
[print]

Title: _____

EXHIBIT A
EVENT DESCRIPTION

(See attachment)

EXHIBIT B
ADDITIONAL PERMIT(S) REQUIRED

1. **EXTRA DUTY LAW ENFORCEMENT.** Producer shall assure the Event will be operated in a safe and secure manner and provide for all security needs for the Event. Contracts for services must be provided to the Special Events Manager at least forty-five (45) days prior to the first date of the Event. The Town will assign to Applicant, upon request and on an as-available basis, an extra-duty police officer in uniform to provide additional law enforcement on the premises and/or at the event of Business. The sole responsibility of the police officer while so assigned shall be to enforce the ordinances of the Town and statutes of the State of Colorado. The Town, in its sole discretion, shall determine the number of law enforcement officers needed for the Event.

2. **VENDOR LICENSING & SALES TAXES.** Producer shall provide a list of vendors to the Special Events Manager by no later than fourteen (14) business days prior to the first day of the Event; and shall update the list of vendors up to the date of the Event and shall follow up after each Event to verify what vendors were in attendance for sales tax purposes. The list shall include: All vendors, exhibitors, sponsors, and non-profits, engaged in selling food, beverage, merchandise, wares, admissions, etc. during the Event. The vendor list will include: The business names/dba, physical address, mailing address, phone number, email address, contact, and type of activity. Producer shall apply for a Business License with the Town of Eagle. Producer will be required to collect and remit sales tax for any vendor engaged in business at the special event.

3. **SPECIAL EVENT LIQUOR PERMIT.** Producer shall be solely responsible for identifying a local non-profit to acquire a Special Event Liquor Permit for the Event and is asked to consider one or more of the local non-profits as the Liquor Permit applicant. Application for the Liquor Permit and all insurance and indemnification requirements pursuant to Eagle Municipal Code 6.05.050 B. and 6.05.070 B. 3. shall be the responsibility of Producer and its non-profit. Producer shall submit to the Town Clerk a complete Special Event Liquor Permit Application including insurance requirements at least forty-five (45) days prior to the Event date.

EXHIBIT C
MARKETING CHECKLIST

Recipient agrees to the placement of the Town logo on marketing and promotional materials it produces or causes to be produced for the Event as appropriate to the Town's level of sponsorship.

MARKETING.

Producer Responsibility.

(1) Producer shall ensure the Event is well branded and marketed no later than sixty (60) days prior to the Event.

(2) Producer shall advertise in all media notification to attendees the alcohol and recreational marijuana restrictions, resource recovery priorities, parking and transportation options.

(3) If Producer desires to produce vinyl banners (maximum of 2 banners) for promotional purposes, Town of Eagle shall provide size requirements, install/remove the banners along Broadway Street. A $150 banner installation/removal fee applies, per banner.

(4) Producer agrees to provide the Town at least five (5) professional quality reproducible photographs from the Event for use by Town of Eagle in all marketing and or promotions, which may include, but is not limited to print, web, social media channels, etc.

Town Responsibility.

(1) Town will post on its website, content, provided from the Producer, within fifteen (15) business days after receipt of “posting ready” materials from the Producer. Content may include a high-resolution Event logo and up to five (5) professional quality reproducible photographs.

(2) Town will list the Event on its website, on the Special Events Calendar landing page sixty (60) days after execution of this Agreement.

(3) Town will post the Event on the Highway Six Digital Sign ten (10) days prior to the Event date.