

**LIQUOR AND BEER MEETING  
LOCAL LICENSING AUTHORITY  
CITY OF GRAND JUNCTION, COLORADO  
MUNICIPAL HEARING ROOM, CITY HALL, 250 NORTH 5<sup>TH</sup> STREET**

**MINUTES  
WEDNESDAY, JUNE 1, 2016, 2:00 P.M.**

**HEARING OFFICER MICHAEL GRATTAN**

**I. CALL TO ORDER**

The meeting was called to order at 2:00 p.m. Those present were Hearing Officer Michael Grattan, City Attorney John Shaver, and Deputy City Clerk Juanita Peterson.

**II. APPLICATIONS TO RENEW LIQUOR AND BEER LICENSES**

1. Red Robin International, Inc. dba Red Robin America's Gourmet Burgers and Spirits, 2530 Rimrock Avenue, Grand Junction, CO 81505, Hotel and Restaurant

No one was present representing the applicant. The renewal for Red Robin International, Inc. dba Red Robin America's Gourmet Burgers and Spirits was found to be in order and approved.

2. Tequila's II, Inc. dba Tequila's, 2560 North Avenue, Grand Junction, CO 81501, Hotel and Restaurant

No one was present representing the applicant. The renewal for Tequila's II, Inc. dba Tequila's was found to be in order and approved.

3. Dancing Spirits, LLC dba Horizon Liquor, 715 Horizon Drive, Suite #207, Grand Junction, CO 81506, Retail Liquor Store

Brandon Taylor, owner, was present. The renewal for Dancing Spirits, LLC dba Horizon Liquor was in order and approved.

4. LOCO, Inc. dba LOCO Food Store No. 15, 722 Horizon Drive, Grand Junction, CO 81506, 3.2% Beer Retail

No one was present representing the applicant. The renewal for LOCO, Inc. dba LOCO Food Store No. 15 was found to be in order and approved.

5. Brightstar Golf Redlands Mesa LLC, dba The Golf Club at Redlands Mesa, 2325 West Ridges Blvd., Grand Junction, CO 81507, Hotel and Restaurant with 5 Optional Premises

No one was present representing the applicant. The renewal for Brightstar Golf Redlands Mesa LLC, dba The Golf Club at Redlands Mesa was found to be in order and approved.

6. WTB Enterprises Inc., dba Blue Moon Bar and Grille, 120 N. 7<sup>th</sup> Street, Grand Junction, CO 81501, Hotel and Restaurant with Outdoor Dining Lease

Theodora Brehmer, owner, was present. The renewal for WTB Enterprises Inc., dba Blue Moon Bar and Grille with Outdoor Dining Lease was found to be in order and approved.

### **III. APPLICATION FOR SPECIAL EVENT PERMIT**

1. Mesa Youth Services dba Mesa County Partners, Inc. 1169 Colorado Avenue, Grand Junction, CO 81501 – “36<sup>th</sup> Annual Partners Super Stars Run”, June 4, 2016 from 3:30 p.m. to 6:30 p.m., located at 1100 North Avenue on the Plaza, Grand Junction, CO, Malt and Vinous

Executive Director of Financials: Jill Derrieux, 670 Crescent Ct., Grand Junction, CO 81505

Executive Director of Programing: Paula Mattas, 2668 Grand Vista Drive, Grand Junction, CO 81506

Ms. Derrieux and Ms. Mattas were present representing Mesa County Partners.

City Attorney Shaver provided Ms. Derrieux with three documents, the first two marked with an “A” and the third one marked with a “B” and asked Ms. Derrieux if she has personal knowledge of those documents. Ms. Derrieux said yes. City Attorney Shaver asked why she is familiar with these. Ms. Derrieux said she completed them as part of the paperwork for this event. City Attorney Shaver asked Ms. Derrieux and Ms. Mattas to describe the event. Ms. Mattas said it is a fundraiser for Partners. They have held this event for 35 years; this is the first time with alcohol service. City Attorney Shaver asked how they came up with the number of attendees that are expected. Ms. Derrieux said that through the past 35 years, they have given it their best guess and by the number of teams signed up in advance. Currently they have 18 teams registered and about 15 Partners staff. City Attorney Shaver asked if the public would be able to attend without an advanced ticket or registration. Ms. Derrieux said yes, there would be a \$10 donation to participate. City Attorney Shaver asked about the security. Ms. Derrieux said they have contracted with Citadel Security as per the agreement with CMU. They have a security agreement with Citadel for 3 officers. City Attorney Shaver asked Ms. Derrieux to describe how the serving area will be contained. Ms. Derrieux said there will be only one entrance with a Citadel Security person checking ID’s, the fencing is being provided by Your Way Sign and Safety. Only over 21 years of age will be allowed in the fenced area of the beer garden and given a wristband. Ms. Derrieux said the use of facilities with CMU was through a facilities agreement which includes Sodexo staff which are TIPS trained and they are purchasing their food from Sodexo. City Attorney Shaver asked Ms. Derrieux where the alcohol will be purchased from. Ms. Derrieux said High Country Beverage.

Hearing Officer Grattan entered Exhibits "A" and "B" (see attached) into the record. He asked if there was anyone present in opposition of this application.

There was no one.

Hearing Officer Grattan asked Ms. Derrieux to see the Facilities Use Agreement and the Security Agreement. Ms. Derrieux provided them to Hearing Officer Grattan who made them Exhibit C and D (see attached).

Hearing Officer Grattan found that pursuant to Colorado State Statutes 12-48-106, there are no grounds to deny the special events permit, it would not be injurious to the public welfare because of the nature of the special event (it is a family friendly event), its location within the community, or the failure of the applicant in a past special event to conduct the event in compliance with applicable law. He found that the application for a special events permit submitted by Mesa Youth Services Inc. dba Mesa County Partners Inc. for the 36<sup>th</sup> Annual Partners Super Stars Run was in order and approved it.

#### **IV. OTHER BUSINESS**

Ms. Peterson said an application for a Modification of Premises for Blasta LLC dba Azteca's Family Mexican Restaurant to convert their drive up into an outdoor patio area has been submitted. They would be adding seating for up to 15, with 3 or 4 tables. Hearing Officer Grattan said he helped set up their LLC several years ago, and asked City Attorney Shaver if he had any objection to him hearing this. City Attorney Shaver said he has no objection, as Hearing Officer Grattan has been open with his past in working with the applicant. Both Hearing Officer Grattan and City Attorney Shaver agreed with Statute 47-302 regarding Modifications, the needs and desires of the neighborhood must be considered. Hearing Officer Grattan said he would be inclined to do a similar type survey of the neighborhood like what was done at The Rock and Grand Junction Regional Airport. City Attorney Shaver concurred since it is such a small area. Hearing Officer Grattan said to survey the patrons of the restaurant and the shopping center, but he would like to see the numbers separate. City Attorney Shaver said that is very reasonable and customer friendly.

Ms. Peterson will contact the applicant and get the survey forms together for them.

#### **V. ADJOURNMENT – 2:33 p.m.**

**NEXT REGULAR MEETING – June 15, 2016**

A

**SPECIAL EVENT PERMIT  
QUESTIONNAIRE AND AFFIDAVIT**

1. Name of Event: 36<sup>th</sup> Annual Partners SuperStars
2. How many attendees are expected at this event?  
200
3. Has the event been held in the past? If so, how many years?  
yes - 35 years
4. Have there ever been any violations or citations issued during the event in the past?  
NO
5. Describe the premises at which this event will take place.  
"Qued" area at CMU. Diagram of event set-up is attached.
6. What type of security will be provided at this event?  
Citadel Security Services - 3 officers
7. How many security personnel will be on hand?  
3
8. How will security personnel be identified?  
Uniformed with Security badge visible
9. If this event is being held outdoors, how will the exterior boundaries of the premises be marked (i.e., roped, fenced, etc.)?  
Fenced area provided by Your Way Signs Safety
10. What method will be used in checking identification for proper age of attendees (i.e., at the door, at the bar, etc.) and how will underage patrons be identified so as not to be served alcohol beverages (i.e., stamp or mark on the hand, etc.)  
ID's checked at entrance to beer garden.  
Underaged patrons will not be allowed in fenced area of beer garden.

A

11. How will the conduct and level of intoxication of attendees be monitored and by whom?  
Sodexo will monitor conduct per CMU's  
guidelines.

12. Have the volunteers or members of your organization been trained in the sale/service of alcohol beverages?  
N/A.

13. What types of alternate beverages and food/snacks will be available?  
Hotdogs, burgers, wraps. Salads and potato  
chips. Lemonade, Iced tea and water.

14. Has a State and City Sales Tax Number been initiated by you or a member of your organization? If so, provide those numbers in the space provided.  
Yes - 1659

I hereby certify, under penalty of perjury, that the information provided to the Grand Junction Liquor Licensing Authority contained in this affidavit is true and accurate to the best of my knowledge.

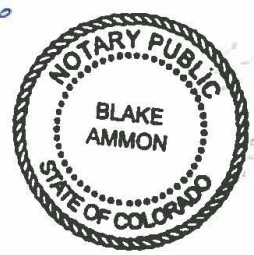
[Signature] Date 4-18-16  
Applicant's Signature

STATE OF COLORADO )  
COUNTY OF MESA ) SS.  
CITY OF GRAND JUNCTION)

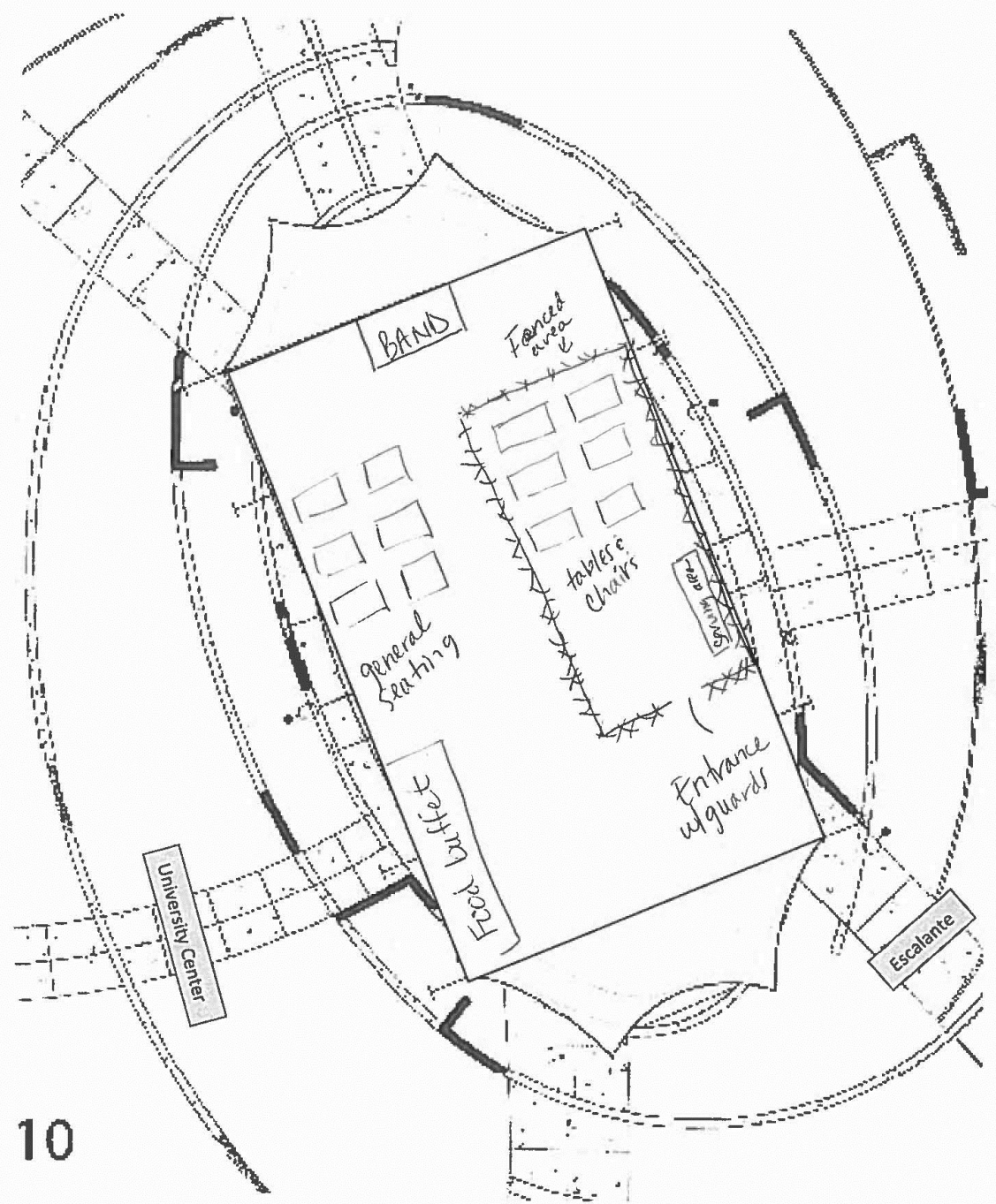
Subscribed and sworn to before me this 18 day of April, 20 16.

Witness my hand and official seal.

[Signature] My commission expires 12/7/2016  
Notary Public



B



10

(d)

## FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT (this "Agreement"), made by and between the STATE OF COLORADO, acting by and through the BOARD OF TRUSTEES of Colorado Mesa University for the use and benefit of Colorado Mesa University ("Licensor"), and Mesa County Partners ("Licensee"),

### WITNESSETH:

WHEREAS, Licensor owns certain facilities as described in this Agreement which it, from time to time, authorizes and licenses other parties to use; and

WHEREAS, Licensee desires to use those facilities for the purposes contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Licensor and Licensee agree as follows:

#### 1. Duties and Responsibilities:

1.1 Licensor hereby grants a revocable license to Licensee to use the following described facilities:

**Plaza  
Alumni Quad  
Recreation Outdoor Sand Volleyball Courts  
Recreation Outdoor Basketball Court  
Rugby Field  
Escalante Hall (1<sup>st</sup> Floor restroom facilities only)**

(the "Facilities"), for the sole purpose of holding the following described event (the "Event"): **Mesa County Partners Superstars.**

1.2 Licensor also agrees to provide for the benefit of Licensee the space, equipment, and/or services set forth in 1.1.

1.3 Licensee shall make all arrangements relating to the holding of the Event, except those specifically made the responsibility of Licensor by this Agreement.

#### 2. Term:

2.1 Licensee shall be permitted to use the facilities from 6:00 am to 8:00pm on Saturday, June 4, 2016 for the purpose stated above.

2.2 Time shall be of the essence of this Agreement, and the time granted for the occupancy or use of the Facilities and for set-up, preparation, clean up and the

installation or removal of equipment shall not be extended without the written permission of Claudia Kellar, Conference Coordinator ("Licensor's Designee").

**3. Fees:**

Licensor agrees to waive all fees associated with Licensee space rental. Licensee will pay costs associated with the event including food and beverage costs, cleaning, labor and rental of additional equipment. Food and beverage costs outlined in Exhibit A. Licensee agrees to pay all fees due under this Agreement in cash, check or bank cashier's check within 15 days of receipt of the final billing. Other forms of payment must have prior approval. Payment shall be to the Licensor at the Colorado Mesa University Housing Department, 1100 North Avenue, Grand Junction, Colorado 81501-3122 or Colorado Mesa University, Business Office, 1100 North Avenue, Grand Junction, Colorado 81501-3122.

**4. Licensee's Staff:**

All persons connected with Licensee and/or provided by Licensee to facilitate the holding of the Event(s) shall not be deemed to be nor shall they be employees of Licensor. Licensee shall be responsible for supervising all such persons and assuring that such persons adhere to all rules and regulations as may be established by Licensor. Upon the request of the Licensor's Designee, Licensee shall immediately remove any such person not adhering to the rules and regulations of Licensor.

**5. Condition of Premises:**

Licensee acknowledges that it has inspected Facilities to be used for Event and finds such Facilities suitable for its use relating to Event. Licensee hereby waives all warranties (express or implied) as to the suitability of Facilities for Event and hereby releases Licensor from all liability for any and all damages or claims arising from any defects in the Facilities or unsuitability of Facilities for Event. Without limiting the foregoing, Licensor specifically makes no warranties concerning compliance of Facilities with governmental codes.

Licensee agrees to surrender Facilities immediately after the holding of the Event (as specified in paragraph 2.1) in the same condition as at the commencement of use of Facilities, ordinary wear and tear thereof excepted.

**6. Insurance:**

Licensee agrees to obtain at its own cost and expense public liability insurance with limits of not less than \$1 million (\$1,000,000) per person and \$3 million (\$3,000,000) per accident for bodily injury (or \$1,000,000 combined single limit) and \$3 million (\$3,000,000) per accident for property damage in which Licensor is named as an additional insured thereunder. Licensee shall furnish to Licensor, in a form satisfactory to Licensor, a copy of said policy or a certificate that such insurance has been issued which shall include an endorsement to the effect that no change or cancellation in the terms of the policy shall be effective unless at least forty five (45) calendar days written notice thereof has been given to the Licensor's Designee.

If the Licensee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS 24-10-01, et seq., as amended ("Act"), the Licensee shall at all times during the term of this Agreement maintain such liability insurance, by commercial



policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request, the Licensee shall show proof of such insurance.

**7. Liability:**

Licensee hereby agrees to indemnify and hold Licensor harmless from any and all rights, actions, claims, demands, liabilities or damages which may accrue against Licensor or any of its employees or agents for any injuries or damages to persons or property, as well as costs or expenses sustained or received as a result of or in connection with the use or preparation for use of the Facilities for Event or the presence of any persons, property or invitees of Licensee on or about the Facilities. Licensor specifically disclaims all liability for any loss or theft of personal property of Licensee, its employees, agents, or invitees.

**8. Licenses:**

Licensee agrees to pay promptly all taxes, excise or license fees of whatever nature applicable to the holding of Event and to take out all licenses, permits, municipal, state or federal, required for the usage herein permitted, and further agrees to furnish Licensor, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees above referred to, and showing that all required licenses and permits are in effect.

**9. Control and Management:**

It is understood and agreed that Licensor hereby reserves the right to control and manage Facilities and to enforce all necessary and proper rules for the management and operation of the same and for its authorized representatives to enter the premises at any time to make inspections regarding Licensee's conformity with the terms of this Agreement. Licensor also reserves the right, but not the duty, through its duly appointed representatives, to eject any objectionable persons from the premises and Licensee hereby waives any and all claims for damages against Licensor and any and all of its agents or employees resulting from the exercise of this authority.

**10. Time; Removal of Goods:**

Time is of the essence with reference to all payments and time of use. In the event any portion of Facilities hereby licensed to Licensee is not vacated at the end of the term of this Agreement, then Licensor shall be and is hereby authorized to remove from said premises and store, at the expense of Licensee, all goods, wares, merchandise and property of any kind or description which may be then occupying a portion of the Facilities on which the term of this Agreement has expired. All removal and/or storage charges must be paid to Licensor by Licensee before such goods, wares, merchandise or property will be released to Licensee. In any event, Licensor may dispose of any such goods, wares, merchandise and property as it sees fit after the expiration of thirty (30) calendar days from the end of Event or permitted use. Licensor shall not be liable for any damage to or loss of such goods, wares, merchandise or property sustained either during the removal, storage or disposal of same and Licensor is hereby expressly released from any and all claims for such loss or damage.

**11. Applicable Laws; Violation:**

Licensee shall use and occupy Facilities in a safe and careful manner and shall comply with all applicable municipal ordinances of City of Grand Junction, and the County of Mesa, and the laws of the State of Colorado and of the United States of America, and all other rules of governmental authorities as may be in force and effect during the term of this Agreement. If at any time the use(s) of Facilities by Licensee violate said

applicable ordinances or laws, Licensee shall either cease and desist from continuing such use(s) or shall surrender the premises upon demand of Licensor's Designee.

**12. Additional Licensees:**

Licensee understands and agrees that during the term of this Agreement other events may be held in other parts of the Licensor facilities not included in this Agreement, and Licensee shall conduct its activities so as not to interfere with such other events.

**13. Equipment:**

Licensee agrees that it will not use Licensor equipment, tools or furnishings located in or about Facilities without first seeking and receiving the approval of Licensor's Designee.

**14. Parking:**

Licensor agrees that certain existing parking facilities will be open to such traffic as is occasioned by Licensee's use of Facilities, but Licensee agrees that Licensor need not hold such parking facilities for the exclusive use of such traffic.

**15. Nondiscrimination:**

In its use or occupancy of Facilities, Licensee shall comply with all applicable state, federal and local non-discrimination laws and regulations.

**16. Successors/Assignment:**

This Agreement and all of its terms and conditions shall be binding on and inure to the benefit of the parties, their heirs, executors, administrators, personal representatives, successors and assigns. This Agreement may not be assigned or transferred without the written permission of Licensor.

**17. Keys:**

No keys will be issued to Licensee for Event.

**18. Termination:**

The parties shall have a right to terminate this Agreement by giving the other party thirty (30) days' notice by certified or registered mail, return receipt requested, pursuant to the notice provisions of this Agreement. If notice is so given, this Agreement shall terminate on the expiration of the thirty days, and the liability of the parties hereunder for further performance of the terms of this Agreement shall thereupon cease, but the parties shall not be released from the duty to perform their respective obligations under this Agreement up to the date of termination.

**19. Loss/Damage:**

The Facilities shall, at all times, be under the control of the Licensee, and all personnel of Licensee, the Grand Junction Fire Department, and law enforcement agencies shall have right to enter the Facilities when deemed necessary by Licensor.

**20. Right to Enter:** The Facilities shall, at all times, be under the control of the Licensee, and all personnel of Licensee, the Grand Junction Fire Department, and the law enforcement agencies shall have the right to enter the Facilities when deemed necessary by Licensor.

**21. Miscellaneous:**

**21.1 Venue.** It is agreed that any lawsuits or causes of action arising out of the Agreement, the transactions contemplated herein, or arising out of the benefits established hereby, shall be venued in the courts of the City of Grand Junction and County of Mesa, Colorado to the extent those courts are reposed with jurisdiction. Each of the parties hereto submits to the personal jurisdiction of those courts.

**21.2 Governing Law.** This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Colorado.

**21.3 Amendment and Modification.** Subject to applicable law, this Agreement may be amended or supplemented only by written agreement of the parties hereto.

**21.4 Severability.** All provisions of this Agreement are severable and no provision hereof shall be affected by the invalidity of any other provision.

**21.5 Entire Agreement.** This Agreement, including the other documents referred to herein which form a part hereof, embodies the entire Agreement and understanding of the parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Agreement supersedes all prior Agreements understandings between the parties with respect to such subject matter.

**21.6 Notice.** Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

TO LICENSOR:

Colorado Mesa University

1100 North Avenue

Grand Junction, CO 81501-3122

Attention: Andy Rodriguez  
Licensor's Designee

TO LICENSEE:

Mesa County Partners

1169 Colorado Avenue

Grand Junction, CO 81501

Attention: Jill Derrieux  
Licensee's Designee

All such notices shall be effective only when received by the addressee.

**21.7 No Interest or Estate.** It is expressly agreed and understood that this Agreement shall not operate or be construed to create the relationship of landlord and tenant between the parties hereto under any circumstances whatsoever and no tenant remedies of a landlord/tenant relationship shall be available to Licensee. Licensee agrees that it does not and shall not claim at any time any interest or estate of any kind

or extent whatsoever in Facilities or any other facilities of Licensor by virtue of this license or its occupancy or use hereunder.

**21.8 Waiver.** The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first above written.

**LICENSEE:**

Mesa County Partners  
Jill Derrieux, Executive Director

By: Jill Derrieux  
Title: Executive Director  
Date: 4/26/14

STATE OF COLORADO acting by and through the BOARD OF TRUSTEES of COLORADO MESA UNIVERSITY for the use and benefit of Colorado Mesa University

By: \_\_\_\_\_  
Principal Representative

Date: \_\_\_\_\_

# Exhibit A

## Event Name: *Partners Super Stars 2016*



**Flavours by Sodexo**  
**at Colorado Mesa University**  
 1455 North 12th St. Grand Junction, CO 81501  
 (970) 248-1027

**ORDER #4027**

Saturday, 6/4/2016

Ordered On: 4/12/2016

Last Modified: 4/22/2016 10:34:10 AM

**Confirmed**

**Customer Information**

<b>First Name:</b>	Jennifer
<b>Last Name:</b>	Stoll
<b>Department:</b>	Event Management
<b>Email:</b>	jstoll@coloradomesa.edu
<b>Phone:</b>	970-248-1469
<b>Tax Exempt:</b>	True

**Delivery / Pickup Information**

<b>Method:</b>	On Campus Delivery
<b>Select Your Building:</b>	the Plaza
<b>Event Contact:</b>	Jennifer Stoll
<b>Company:</b>	Event Management
<b>Contact Phone:</b>	970-248-1469
<b>:</b>	jstoll@coloradomesa.edu
<b>Building:</b>	The Plaza
<b>Floor:</b>	1
<b>Room #/ Room Name:</b>	Green Zone
<b>Purpose of Event:</b>	All Day on Campus
<b>:</b>	Between UC and DH

**Payment Information**

<b>Payment Type:</b>	Conferencing
<b>Event Reference Number:</b>	2015-AAGOYO
<b>Department Name:</b>	Partners of Mesa County

**Event Information**

<b>Is this an external Customer?:</b>	True
<b>Guest Count:</b>	200
<b>Pick-up/ Delivery Date:</b>	Saturday, 6/4/2016
<b>Food Delivery Time:</b>	6:45 AM
<b>Event Start Time:</b>	7:00 AM
<b>Event End Time:</b>	7:00 PM
<b>Food Clean-up Time:</b>	7:00 PM

**FOOD**

	Qty.	Price	Ext.
Custom Buffet			

Hotdogs and Burgers with buns and condiments			
Pasta salad			
Potato Chips			
Potato Salad	200	\$16.00	\$3,200.00
Vegetarian Wraps			
Watermelon wedge slices			
Lemonade, Iced Tea and water			
Disposables			

<b>Order Summary</b>	<b>Order Totals</b>
Food	<b>Sub Total</b> \$3,200.00
\$3,200.00	<b>17% Gratuity</b> \$544.00
	<b>Order Total</b> \$3,744.00
	<b>Balance Due</b> \$3,744.00

**Special Instructions**

Still Need:

Event Timeline

Head Count

Bill To:

Jill Derrieux

Mesa County Partners

[JDerrieux@mesapartners.org](mailto:JDerrieux@mesapartners.org)

**Order #4027**



**CITADEL SECURITY  
SERVICES AGREEMENT**

<b>Citadel Security</b> (Hereinafter- CSI)	304 North Ave Suite 2A Grand Junction, CO (T) 877-639-4301 24-Hour On Call Manager: 970-314-4185 <a href="http://www.csiddefend.com">www.csiddefend.com</a>	
<b>Client Name:</b>	Partners Attn: Jill Derrieux	
<b>Client Address:</b>	1169 Colorado Ave Grand Junction, CO 81501	
<b>Client Contact Phone:</b>	970-245-5555	
<b>Client E-Mail Address:</b>	<a href="mailto:jderrieux@mesapartners.org">jderrieux@mesapartners.org</a>	
<b>Service Location:</b>	<b>Location Name:</b> CMU Quad	
<b>Client Services:</b>	Alcohol Control and Event Security	
<b>Contact:</b>	Jill Derrieux	
<b>Phone #:</b>	970-712-8538	
<b>Post with Rates:</b>	<b>Event:</b>	Flat Rate \$21.50 Per Officer, Per Hour
<b>Security Needed:</b>	3 Officers 1530-1900 10.5 hours X \$21.50=\$225.75	
<b>Start Date:</b>	June 4, 2016	
<b>Deposit Amount:</b>		
<b>Standard Billing:</b>	Upon Receipt of the Invoice	
<b>Billing and Insurance Info:</b>		<b>Insurance Certificate Information:</b> <i>Secure Insurance</i> <i>Attn: Premium Receivable</i> <i>P.O. Box 819</i> <i>Appleton, WI 54912</i> <i>1-800-558-3405x5575</i>

**SERVICES:**

CSI will furnish Client with Security Personnel as will render services at such locations from starting dates and times and during such hours as set forth above and as hereafter mutually agreed upon in writing by CSI and Client. Notwithstanding recommendations for security coverage by CSI, the hours of coverage are solely determined by Client and Client assumes responsibility for the decision. Client understands that this is for event security only and all other security needs should be discussed in a different contract.

CSI will conduct background checks for the Client at a rate of \$40 per investigation. This price includes any out of state criminal checks and costs associated with the investigation.

**RATES:**

Client agrees to pay CSI at the hourly rate as specified above. Overtime rates will not be billed.

**INVOICES:**

CSI will invoice Client at the end of the event. Invoices are payable upon receipt, without offset of abatement, at the CSI address specified on the invoice. Client must notify CSI within ten days from the invoice date, setting forth the specified items in dispute, otherwise all disputes and defenses will be deemed waived. Client agrees to pay a late charge of 1.5% or the legal maximum interest per month of the invoice date for invoices that are not paid within 45 days of invoice date. Client agrees to pay reasonable attorney and all collection fees and expenses which may be incurred by CSI in the collection of unpaid invoices or any part thereof.

**EMPLOYEES:**

Security Personnel are employees of CSI and CSI will pay all wages and all applicable Social Security taxes, unemployment taxes and any similar taxes.

**LIMITS OF LIABILITY AND INDEMNITY:**

Clients acknowledge that CSI is not an insurer and makes no warranty, express or otherwise, that the services furnished will avert or prevent occurrences or consequences there from. The amounts payable to CSI under this agreement are based upon the value of services rendered and are unrelated to the value of the Client's property or the property of others located in or about the Client's premises. Client agrees that CSI shall be liable only for damage resulting from the negligence of CSI or its officers, or employees acting within the scope of their employment, and in furtherance of the performance of services to be rendered hereunder. CSI maintains liability insurance, and upon written request from Client, CSI agrees to provide such higher limit of liability as may be mutually agreed upon for an additional charge. If at the request of the Client, Security Personnel are assigned or assume duties other than those agreed upon in writing by CSI, Client shall assume complete responsibility for any and all liability arising there from.

Notwithstanding anything herein to the contrary, the services provided under this agreement shall not give rise to, nor shall be deemed to be or construed to confer any rights on any other party, beneficiary, person or party, and Client agrees to indemnify CSI against any claims by any third parties. In the event Client requests Security Personnel to operate any vehicle other than one supplied by CSI, Client agrees to defend, indemnify and hold CSI harmless from any losses, suites, claims, damages and expenses which may arise from the use of said vehicle, including claims of passengers. Client hereby waives any and all rights of subrogation that any insurer of client may have against CSI. CSI shall not be held liable for failure to perform this agreement due to an "Act of God" or causes beyond CSI control for any consequential or special damages.



**SUPERVISION:**

CSI will be responsible for the direct supervision of all Security Personnel through designated representatives who will be available at a reasonable time to consult with Client. CSI will remove from service, as soon as qualified replacement is available, any Security Personnel who, in the Client's opinion, are not qualified to perform the work assigned.

**HIRING:**

Client agrees that it will not, for a period of one year after termination of this agreement, employ directly or indirectly as security personnel any security personnel employed by CSI in the performance of this agreement. Client agrees to payment of twenty five hundred dollars (\$2,500.00) as liquidated damages for each security officer employed directly or indirectly by Client within one year after termination of this agreement.

**DEFAULT:**

If Client fails to pay any monies due hereunder, CSI reserves the right to terminate this agreement at any time after forty eight hours prior written notice. If, at any time during the term of this agreement, there shall be filed by or against Client in any court, pursuant to any statute, either in the United States, or any state, territory or possession, a filing for bankruptcy, insolvency, reorganization or appointment of a receiver to receive all or portion of Client's property; or if Client makes an assignment for the benefit of creditors, or Client breaches any of the other terms or obligations contained in this agreement, CSI reserve the right to terminate this agreement with forty-eight hours' notice if the client is found to be in default.

**NON-WAIVER:**

Failure of CSI to enforce any of the provisions of this agreement, or any of its rights with respect thereto, or to exercise any election herein provided, shall in no way be considered a waiver of such provisions, rights or elections of in any way affect the validity of this agreement.

**ENTIRE AGREEMENT:**

This agreement supersedes all previous oral or written agreements between CSI and Client, and represents the entire Agreement between the parties. No other oral or written agreements or representations have been made by CSI. This agreement may not be altered, modified or amended, except in writing and properly executed by an authorized representative of the Client. In the event the Client issues any work authorization, work order or purchase order to CSI, Client agrees that only the terms and conditions of this agreement shall be binding unless said written notification, change or amendment is specifically agreed upon by CSI in writing and signed by CSI authorized representative.

**ASSIGNMENTS:**

This agreement cannot be assigned by Client without the prior written consent of CSI.

**NOTICE:**

All notices to be given by either party, shall be in writing and shall be sufficiently given or made by invoice, telegram, overnight courier or by mailing by registered or certified mail with postage prepaid, addressed to the other party at the addresses set forth herein or at such other address as the other party may designate by notice given hereunder. A copy Client's notices to CSI shall also be sent to CSI at the address noted on Page 1.

**NOTICE OF CLAIMS:**

Client shall give written notice to CSI by certified mail of any claim or potential claim arising out of or relating to this agreement within thirty days following the date of occurrence giving rise to such claim or potential claim as will enable CSI to be properly advised and make a reasonable assessment thereof. No action, suit or proceeding to recover any claim arising out of or relating to this agreement shall be instituted or maintained against CSI by Client or by anyone deriving its or their rights through Client unless written notice of such claim shall be given by Client to CSI in the manner set forth herein.

**EQUAL OPPORTUNITY EMPLOYER:**

Client hereby agrees to comply with the provisions set forth in paragraph 1 through 7 of section 202 of Executive Order 11246 and all similar orders, rules, registrations and laws prohibiting discrimination in employment, and further agrees that it will not discriminate on the basis of race, creed, sex, age, veteran, or handicapped status.

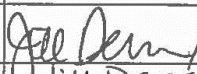
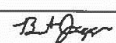
**HAZARDOUS WORK PLACE:**

The parties acknowledge that the premises upon which CSI is to provide services are under the complete care and control of the Client. Client agrees to indemnify, defend and save CSI harmless from any and all losses, claims, judgments, statutory fines and penalties (including those of personal injury, property damage, and violation of Federal, State OSHA and OSHA related statutes) incurred by CSI and arising out of or related to the presence of CSI employees on the Client's premises, if the Client is found to be negligent in the care and control of the Client's premises.

**AUTHORITY:**

This agreement shall not become binding upon CSI until executed by an authorized Sales Executive, Manager or Corporate Officer of CSI.

**SIGNATURE BLOCK:**

<b>FOR THE CLIENT:</b>	
Client Signature:	
Client Printed Name:	Jill Derrien
Client Title:	Executive Director
Date:	March 29, 2016
<b>FOR CITADEL SECURITY:</b>	
CSI Signature	
CSI Printed Name	Brent Jagger
CSI Representative's Title	Vice President
Date:	March 29, 2016