

RESOLUTION NO. 2025-05-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF
PALISADE METROPOLITAN DISTRICT NO. 2
ADOPTING THE PARK AND AMPHITHEATER RULES AND REGULATIONS**

A. Palisade Metropolitan District No. 2 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado.

B. The District operates pursuant to its First Amended and Restated Service Plan approved by the City Council of the City and County of Broomfield, Colorado on December 2, 2014, as subsequently amended on August 20, 2019, and April 25, 2023 (as the same may be further amended and/or modified from time to time, the “**Service Plan**”).

C. Pursuant to Section 32-1-1001(1)(m), C.R.S., the District has the power to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the Board of Directors of the District (the “**Board**”) and of the District.

D. Pursuant to Section 32-1-1001(n), C.R.S., the District is authorized to have and exercise all rights and powers necessary or incidental to or implied from the specific powers granted to the District by Article 32, C.R.S.

E. Pursuant to Section 18-9-117(1), C.R.S., in addition to any authority granted by any other law, the District may adopt orders, rules and regulations as are reasonably necessary for the administration, protection, and maintenance of public buildings and property under its control, management, or supervision, regarding preservation of property, vegetation, wildlife, signs, statutes, buildings and grounds; restriction or limitation of the use of such public buildings or property; prohibition of activities or conduct within public buildings or on public property which may be reasonably expected to substantially interfere with the use and enjoyment of such places by others; necessary sanitation, health, and safety measures; camping and picnicking, public meeting and other individual or group usages; prohibition of activities or conduct on public property; use of all vehicles; and control and limitations of fires or other regulation of fires.

F. Pursuant to Section 18-9-117(2), C.R.S., such limitations or prohibitions must be prominently posted at all public entrances to such property or notice must first be given by an officer or agency, or by any law enforcement officer having jurisdiction or authority to enforce the limitations or prohibitions.

G. The District has determined that it is in the best interest of its residents and the general public to provide for the orderly and efficient conduct of management, operation and control of certain public facilities of the District, including but not limited to, parks and an amphitheater, and desires to adopt rules and regulations to such effect.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
THE PALISADE METROPOLITAN DISTRICT NO. 2:**

1. The Board of the District hereby adopts the Park and Amphitheater Rules and Regulations, attached hereto as **Exhibit A** and incorporated herein by this reference (“**Rules and Regulations**”).

2. The Board declares that the Rules and Regulations are effective June 2, 2025.

3. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

4. The District reserves the right, from time to time, to modify, amend or replace these Rules and Regulations in conformance with relevant laws and regulations then in effect.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION OF THE BOARD OF DIRECTORS OF
PALISADE METROPOLITAN DISTRICT NO. 2 ADOPTING THE PARK AND
AMPHITHEATER RULES AND REGULATIONS]**

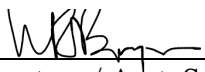
RESOLUTION APPROVED AND ADOPTED ON May 5, 2025.

**PALISADE METROPOLITAN DISTRICT
NO. 2**

By: 

President

Attest:



Secretary / Asst. Secretary

EXHIBIT A
PARK AND AMPHITHEATER RULES AND REGULATIONS

**PALISADE METROPOLITAN DISTRICT NO. 2
PARK AND AMPHITHEATER RULES AND REGULATIONS**

ADOPTED ON MAY 5, 2025
(effective June 2, 2025)

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I. GENERAL PROVISIONS

A. Introduction. The Palisade Metropolitan District No. 2 (the “**District**”) seeks to implement and enforce rules and regulations establishing restrictions and prohibitions with respect to public activities and behavior in, and public use of, parks, parkways, recreation facilities, and other public facilities owned by the District.

B. Purpose and Authority. Pursuant to Section 32-1-1001(m), C.R.S., the District has the authority to adopt, amend, and enforce rules and regulations not in conflict with the constitution and laws of the State of Colorado for carrying out the business, objects, and affairs of the Board of Directors of the District (the “**Board**”) and the District. This authority includes the power to adopt, amend, and enforce rules and regulations regarding the management, operation, and control of facilities located within and without the boundaries of the District and owned by the District for park and recreational purposes. The District operates the Park and the Amphitheater (as such terms are defined in Section II) within its boundaries pursuant to an easement agreement and a future long-term lease. The District has exercised this authority by adopting the rules and regulations set forth herein to provide for the management, operation and control of the Park and Amphitheater (the “**Rules and Regulations**”). The Board hereby finds that these Rules and Regulations are reasonably necessary for the administration, protection, and maintenance of the Park and Amphitheater. These Rules and Regulations reasonably restrict or limit the use of the Park and Amphitheater as to time, manner, or permitted activities and prohibit activities or conduct within the Park and Amphitheater which may reasonably expect to substantially interfere with the use and enjoyment of such places by others or which may constitute a general nuisance. The Board expressly reserves the right to make any lawful addition and/or revision to these Rules and Regulations when and as they may become advisable to promote the peace, health, safety, and welfare of the residents within the District and the users of the Park and Amphitheater. These Rules and Regulations are supplementary to, and are not to be construed as, any abridgement of any lawful rights of the Board as outlined in the Colorado Revised Statutes.

C. Application. The Rules and Regulations set forth herein are applicable to members of the public who seek to enter in or on a District Facility (as defined in Section II), attend a District Sponsored Event (as defined in Section II), engage in activities in or on a District Facility, or make some use of a District Facility. The District retains the right to limit access to the District Facilities based upon the safe and reasonable capacity of the District Facilities, as determined by the Board in its discretion. Use of the District Facilities shall either be allowed on a first-come, first-served basis in the event of any such limitations. The District may also charge reasonable fees for admission to or participation in District Sponsored Events and rental of District Facilities. The Rules and Regulations shall not apply to the following: 1) the District staff and/or contractors performing their duties in or at a District Facility, including the provision of District Sponsored Events; 2) police, fire and emergency personnel performing their duties in or at a District Facility; 3) contracted persons performing services, installing equipment, or making improvements in or at a District Facility as specified in a contract with the District; and 4) other persons authorized by the District to enter, engage in activities, or make use of the District Facility so long as the entry, activity or use is in compliance with the authorization given.

D. Effect on Other Lawful Requirements. Nothing in these Rules and Regulations is intended to reduce, limit, waive, override or supersede legal requirements for compliance by members of the public with other governmental entities' ordinances and rules and regulations, including but not limited to compliance with rules and regulations adopted, any licenses or permits issued, or other authorizations or approvals required by the City and County of Broomfield, Colorado (the "**City**") or any of its departments or agencies, or by federal and state law. This includes other District policies and/or rules and regulations.

E. Interpretation. The Rules and Regulations are to be interpreted and applied in accordance with their specifications and definitions and in accordance with the common and ordinary meaning of words and phrases not otherwise specified or defined in the Rules and Regulations. Unless the context otherwise requires, words importing the singular number include the plural number and vice versa. The captions and headings in the Rules and Regulations and the table of contents are for convenience only and in no way define, limit, or describe the scope or intent of any provision, article, or section of these Rules and Regulations.

II. DEFINITIONS

A. "**Alcohol Beverages**" means fermented malt beverages or malt liquor (beer), vinous liquor (wine), and spirituous liquor (hard liquor) as defined in the Colorado Liquor Code, as this may be amended from time to time.

B. "**Amenities**" include, but are not be limited to, natural features (rock formations, ponds, lakes, creeks, waterways, wetlands, open spaces, natural areas, trees, etc.); irrigation systems; buildings; monuments, statues and art work; pavilions; picnic shelters and related facilities; athletic fields, and other sports facilities and equipment; parking lots; trails, paths, sidewalks, and stairs; District signs; restrooms; fences and walls; and benches, chairs and tables, all located in or on the Park.

C. "**Amphitheater**" means the open-air venue with tiered seating around a central performance area, designed for hosting concerts, plays, and other large-scale events, including but not limited to, the paths, open space, Sidewalks/Trails, stairs, restrooms, benches, chairs, tables, pavilions, picnic shelters, and parking lot associated with the Amphitheater, all operated under the auspices of the District.

D. "**City**" means the City and County of Broomfield, Colorado.

E. "**Commercial E-Device**" means an E-Device owned by a commercial provider, including but not limited to, Lyft, Lime, or Jump, and rented to a user for temporary use.

F. "**District**" means the Palisade Metropolitan District No. 2.

G. "**District Curfew**" is defined in Section III.A.1.

H. "**District Facilities**" means jointly the Park, including any Amenities therein, and the Amphitheater.

I. **“District Sponsored Event”** means programing, including but not limited to, concerts, movies, farmers’ markets, sports, and other cultural events, provided by the District for the benefit of its residents and the users of the Park and/or Amphitheater.

J. **“E-Device”** means electric assisted bicycles, electric mobility devices, electric personal assistive mobility devices, and electric scooters. **“E-Device”** does not include ADA and other mobility and assistive electric devices.

K. **“Event Fee”** means fees that may be charged by the District for admission into certain District Sponsored Events to offset the District’s administration and operations costs associated with providing such District Sponsored Events, which the District may review and amend from time to time. The current Event Fee schedule is attached hereto and incorporated herein as **Exhibit A** (the **“Fee Schedule”**). Payment of such Event Fee will be evidenced by a ticket for the specific District Sponsored Event. Tickets will be mandatory to enter certain District Sponsored Events, as determined in the discretion of the District and upon recommendation by the District’s consultants.

L. **“Event Policy”** means the “Event Policy” of the District, as attached hereto and incorporated herein as **Exhibit B**, which the District may review and amend from time to time.

M. **“Fee Schedule”** means the schedule of fees imposed by the District pursuant to these Rules and Regulations, as attached hereto and incorporated herein as **Exhibit A**, which the District may review and amend from time to time.

N. **“Gambling”** means risking any money, credit, deposit or other thing of value for gain contingent in whole or in part upon lot, chance, the operation of a gambling device, or the happening or outcome of an event, including a sporting event, over which the person taking a risk has no control, but does not include: (a) bona fide contests of skill, speed, strength or endurance in which awards are made only to entrants or to the owners of entries; or (b) bona fide business transactions which are valid under the law of contracts; or (c) other acts or transactions now or hereafter expressly authorized.

O. **“Inflatable Device”** means a device made with flexible fabric or material that is inflated by one or more air-blowers providing internal air pressure to maintain its shape. Inflatable Device includes, but is not limited to bounce/jump houses, obstacle courses, water slides, slides, and rafts.

P. **“Livestock”** include, but are not limited to, domestic farm or ranch animals such as cattle, horses, sheep, goats, hogs, and chickens.

Q. **“Metal Detecting”** means the use of an electronic instrument consisting of a sensor probe which can be swept over the ground or other surfaces or objects to detect the presence of metal objects or metal containing objects that may be hidden from view within objects or buried in the ground.

R. **“Motorized Vehicle”** means any wheeled vehicle or device or a trailer (whether or not attached to Motorized Vehicle) including, but not limited to, an automobile, truck, van, sports utility vehicle, recreational vehicle, motorcycle, motor scooter, and motor bike.

S. **“Overnight Residing”** means the occupancy and use, including but not exclusively for sleeping, of District Facilities or a portion thereof during District Curfew.

T. **“Park”** means the athletic fields adjacent to the Amphitheater and includes, but is not limited to: natural areas, open space, Sidewalks/Trails, pavilions and shelters, picnic areas, and parking lots associated with the Park, all operated under the auspices of the District. This definition includes sidewalk and/or tree lawns located in right of way immediately adjacent to the Park.

U. **“Rules and Regulations”** means these rules and regulations establishing restrictions and prohibitions with respect to public activities and behavior in, and public use of the District Facilities, as the same have been adopted by the District.

V. **“Sales”** means any offering, sampling, soliciting, vending, marketing, advertising, bartering, bargaining or delivery of goods or services to or with the public. Sales include food and beverage vending, private recreational, personal training or exercise program services, and solicitation for passage by any type of vehicle, motorized or non-motorized (including horses and other ride animals), for hire or gratis. It does not include the sale of goods or services at a permitted assembly when the goods or services are an integral and related part of the expression of free speech on or in District Facilities that is a public forum; however, the sale of goods or services unrelated to the free speech being expressed in the District Facilities will be subject to the restrictions and prohibitions set forth in these Rules and Regulations.

W. **“Sidewalk/Trails”** means any trail, path or sidewalk, hard surfaced or soft surfaced, located on or in the District Facilities.

X. **“Sports Facilities”** means the athletic fields located in the Park.

Y. **“Team Sport Activities”** means football, rugby, soccer, lacrosse, field hockey, softball, baseball, kickball, ultimate frisbee, volleyball, or similar activity, higher in intensity recreational uses involving team sports.

Z. **“Traveling Public”** means persons traveling on a Sidewalk/Trail as pedestrians or as operators of Wheeled Devices.

AA. **“Vendor Handbook”** means the “Palisade Park Amphitheater Farmers’ Market Vendor Handbook” as attached hereto and incorporated herein as **Exhibit C**, which the District may review and amend from time to time.

BB. **“Wheeled Device”** means any non-motorized wheeled vehicle or device, including but not limited to bicycles; skates (roller, in-line, roller blades, etc.); skateboards; scooters; electric bicycles; electric scooters; electric skateboards; and any electric mobility devices operated in or on District Facilities. Except where noted in these Rules and Regulations, strollers or other similar devices used to transport children, or a wheelchair or other similar

mobility assisted device used by an individual with disabilities for conveyance are regarded as a Wheeled Device.

CC. “**Wildlife**” means any undomesticated animal residing in the wild, including but not limited to, squirrels, prairie dogs, other rodents, rabbits, coyotes, fox, raccoons, skunks, deer, fish, waterfowl, birds, amphibians, reptiles, and insects. Wildlife for the purposes of this subsection also includes any wildlife that is not native to Colorado.

III. DISTRICT FACILITY CURFEWS AND CLOSURES

A. Curfews and Closures. The prohibition or restriction of uses and activities in the District Facilities and entry upon the District Facilities during curfew or closures, as specified herein, are important to the safe and harmonious public use of the District Facilities and for the protection and preservation of the District Facilities.

1. District Curfew. Curfew for the District Facilities is between the hours of 11:00 p.m. and 5:00 a.m. (the “**District Curfew**”). Entry into the District Facilities during District Curfew is not allowed, unless: (i) the District has issued a permit for events or specific activities or a contract with the District has been entered into authorizing the events or specific activities during District Curfew, so long as there is compliance with the terms, conditions and restrictions of the permit or contract or (ii) there is a District Sponsored Event during District Curfew and admission thereto is in accordance with these Rules and Regulations.

2. Closure. The District Facilities, or a part thereof, are deemed closed to the public when closure is declared or ordered by the Board. Closure occurs when the area subject to the Board’s closure declaration or order (“**Closed Area**”) is posted for “no entry,” “no trespass,” or similar posting alerting the public to stay out of the Closed Area, or barricades are installed blocking common passages into the Closed Area and entry into the Closed Area can only be achieved by crossing or bypassing the postings or barricades. Notification of closure may also be directly provided by verbal communication or written notice from District staff or authorized consultants to members of the public who are in or attempting to enter the Closed Area. Collectively, these forms of notification are referred to herein as “Closure Notice.” Failure to comply with a Closure Notice is prohibited, unless: (i) the District has issued a permit for events or specific activities or a contract with the District has been entered into authorizing the events or specific activities in a Closed Area, so long as there is compliance with the terms, conditions and restrictions of the permit or contract or (ii) there is a District Sponsored Event in the Closed Area and admission thereto is in accordance with these Rules and Regulations.

RESTRICTION OR PROHIBITION OF CERTAIN USES AND ACTIVITIES

A. Permits, Licenses and Contracts. It is unlawful to hold any scheduled event within the District Facilities unless the District has issued a permit for events or specific activities or a contract with the District has been entered into authorizing the events or specific activities in accordance with the District’s Event Policy, attached hereto and incorporated herein as **Exhibit B**. The District may, from time to time and within its sole discretion, rent certain District Facilities, or portions thereof, for private use to the public for a fee as established in the Event Policy, and as the same are included in the Fee Schedule, attached hereto and incorporated herein as **Exhibit A**.

B. Commercial Activity. Commercial activities, including Sales, are prohibited, unless permitted or authorized by the District.

C. Destruction of or Unauthorized Changes to District Facilities. The prohibition or restriction on activities or uses that adversely affect or change the District Facilities or Amenities, as specified herein, are important to the safe and harmonious public use of the District Facilities and for the protection and preservation of the District Facilities.

1. The removal, injury, damage, destruction or defacing of an Amenity on or in the Park or any other part of the District Facilities is prohibited. This prohibition includes graffiti, vandalism, marking, cutting, breaking, climbing on facilities or structures not designed, suited, intended or safe for climbing, or any contact, act or activity resulting in damage, destruction or defacing of District Facilities.

2. Metal Detecting in a manner that destroys, injures, damages, or defaces the District Facilities or otherwise causes unauthorized damage or modification is prohibited. Use of Metal Detecting devices while probing with probing tools or objects is prohibited and shall be considered destructive activity.

3. Use of sluice boxes, rocker boxes, hand dredges and mechanical pumps and screens is prohibited and shall be considered destructive activity.

D. Vegetation; Firewood. The picking, removal and/or destruction of vegetation (trees, shrubs, plants, turf, flowers, etc.) or the collecting of firewood in or on the District Facilities is not allowed.

E. Structures; Enclosures. No structure or enclosure is to be constructed, erected, installed or staked in any District Facility. This includes, but is not limited to, tents, shacks, booths, stands, amusement devices, recreational equipment, carnival equipment, monuments, art work and other improvements or furnishings, temporary or permanent (“**Structure/Enclosure**”), unless such placement of Structure(s) or Enclosure(s) is authorized by the District in writing and prior to construction, erection, installation or staking or for events or specific activities for which a permit has been issued or a contract with the District has been entered authorizing the temporary placement of Structure(s)/Enclosure(s), so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

F. Hammocks and Slacklines. Hammocks and slacklines are not permitted to be attached to any Amenities within the Park nor are permitted to be used in a manner that may in any way damage any District Facility. The use of slacklines and hammocks is prohibited in the Amphitheater. Free standing slacklines and hammocks may be used in the Park on a temporary basis during Park hours and only while in use.

1. Slacklines shall hold only one (1) person at any time. Hammocks shall hold only up to two (2) people at any time.

2. Slacklines shall have red or orange cones, marking tape or ribbon that hangs at least 6 inches below the line. Marking tape or ribbon shall be placed at intervals of not less than ten (10) feet.

3. Hammocks or slacklines are prohibited if obstructing the intended uses of or passage through the Park, Sidewalks/Trails, buildings, roads, streets, playgrounds, bikeways, Sport Facilities, bike racks, handrails, art objects, fences or light poles.

G. Signs. No signs, posters, banners, or advertising are to be constructed, erected, installed, or placed in any District Facility (“**Signs**”). Exceptions to this rule are as follows:

1. Signs held or supported by a person as an expression of free speech in a District Facility that is a public forum. Such Signs must not be attached to the ground, vegetation, or Amenities and must not be free-standing and unattended in the District Facility.

2. Signs, including corporate sponsorship acknowledgments and memorials, placed and maintained as authorized and in accordance with policies and rules and regulations adopted by the District.

3. Events or specific activities for which a permit has been issued or a contract with the District has been entered authorizing the temporary placement of Signs in a District Facility, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

H. Amenities. Amenities are not to be removed from the Park or otherwise altered, changed, or modified, unless authorized by the District in writing and prior to removal, alteration, change, or modification.

1. Temporary or permanent modifications to any District Facility or Amenities, including but not limited to, snow removal, grass trimming, and other unauthorized maintenance activities, are not allowed without the prior authorization of the District.

I. Overnight Residing. Restrictions and prohibitions relating to Overnight Residing, as specified herein, are important to the safe and harmonious public use of District Facilities and for the protection and preservation of the District Facilities. Overnight Residing is not allowed in any District Facility.

J. Fire Restrictions and Bans; Fireworks. Cooking fires, open fires, and fireworks present a very real danger of wildfires and other fire damage in District Facilities and adjoining property and are therefore prohibited or restricted as specified herein.

1. The starting and maintaining of fires in any District Facility is prohibited except for fires in permanent grills, fire pits, and fireplaces provided for that purpose in the Park.

a. All fires must be totally contained within the grill, fire pit, or fireplace, and must be attended to and controlled at all times. Fire fuel is limited to wood and charcoal. Charcoal starter fluid may be used but only to the extent necessary to start or maintain a controlled fire. Gasoline or other highly flammable or combustible liquids (other than charcoal starter fluid) are prohibited. All fires must be completely extinguished and the burnt charcoal,

ashes, and associated litter or trash removed from the Park prior to the person who started or maintained the fire leaving the Park. All burnt charcoal and ashes must be lawfully disposed of.

b. All fires, including those in permanent grills, fire pits, and fireplaces, are prohibited when an order banning fires in the Park is issued by any authorized public official.

2. Fireworks of any kind are prohibited in District Facilities. This prohibition includes the possession, sale, ignition, and discharge of fireworks. Exception to this rule is as follows:

a. Events or specific activities for which a permit has been issued or a contract with the District has been entered authorizing the professional discharging and display of fireworks otherwise restricted or prohibited by this rule, so long as there is compliance with the terms, conditions and restrictions of the permit or contract. In addition to the above, any person or entity desiring to conduct a fireworks display must also comply with the City's requirements contained in Chapter 9-76 of the Broomfield Municipal Code and provide the District with satisfactory evidence of such compliance.

K. Firearms, Weapons and Hunting. Firearms and weapons present a real danger to the safety of the public in or near District Facilities and to District Facilities themselves and are therefore prohibited or restricted as specified herein.

1. Firearms are prohibited in District Facilities except as provided herein. This prohibition includes the possession, display, flourishing, or discharge of firearms. Firearms means pistols, revolvers, handguns, rifles, shotguns, machine guns, air guns, gas operated guns, spring guns, and any firearm that can discharge a bullet or metal shot, or pellets. The following exceptions to this rule shall apply so long as, at the time of carrying, the person is abiding by all other federal, state, and local laws:

a. The person is a law enforcement officer in the authorized performance of their official duties;

b. The person is an active-duty member of the United States Armed Forces or Colorado National Guard and acting in performance of their duties;

c. The person is a private security guard engaged in their official duties; or

d. The person is carrying a firearm within a private automobile or other private means of conveyance for hunting or for lawful protection of the owner or another person or that owner or another person's property, and the person is otherwise in lawful possession of the firearm and is not engaging in any unlawful use of the firearm, including hunting in District Facilities.

2. Weapons are prohibited in District Facilities except as provided herein. This provision does not include firearms addressed above. This prohibition includes the possession, display, flourishing, and use of weapons. Weapons include blackjacks, nunchakus,

brass knuckles or similar artificial knuckles, switchblades, knives with blades greater than 3 ½ inches, explosive devices, incendiary devices, bombs, b-b guns, pellet guns, paintball guns, Airsoft-type guns, cross bows, long bows, slingshots and similar potentially dangerous weapons. Exception to this rule is as follows:

a. Any weapon for which the owner is carrying the weapon within a private automobile or other private means of conveyance for hunting or for lawful protection of the owner or another person or that owner or another person's property, and the person is otherwise in lawful possession of the weapon and is not engaging in any unlawful use of the weapon, including hunting in District Facilities.

3. The hunting or killing of Wildlife or other animals is prohibited in District Facilities.

L. Alcohol Beverages. The regulation and control of the sale, service, and consumption of Alcohol Beverages is important to the safe and harmonious public use of District Facilities.

1. The sale, service, and consumption of Alcohol Beverages in District Facilities is not allowed unless authorized by a contract or a permit with the District and in accordance with City and state liquor laws, so long as there is compliance with the terms, conditions, and restrictions of the permit and contract and in accordance City and State liquor laws.

M. Marijuana. The prohibition of the consumption, use, display, transfer, distribution, sale, or growth of marijuana, as specified herein, is important to the safe and harmonious public use of District Facilities. The consumption, use, display, transfer, distribution, sale, or growth of marijuana in or on District Facilities is prohibited.

N. Smoking. Restrictions on smoking tobacco products in public, as specified herein, are important to the safe and harmonious public use of District Facilities. Smoking of tobacco products, in any manner or any form, is prohibited in the Park and the Amphitheater, except for those areas specifically designated for such activity. Smoking includes the use of Electronic Smoking Devices, as defined Section 8-02-020 of the City Municipal Code.

O. Sales and Gambling. The regulation and control of the Sales of goods and services, as specified herein, and the prohibition of Gambling, as specified herein, is important to the safe and harmonious public use of District Facilities.

1. Sales of goods or services are not allowed in District Facilities unless authorized by a concession license, a contract or a permit.

2. Gambling is prohibited in District Facilities. This prohibition includes social Gambling.

P. Disturbance of the Peace. Maintaining peace and quiet in District Facilities, as specified herein, is important to the safe and harmonious public use of District Facilities.

1. Action or behavior or the promotion or instigation of action or behavior that disturbs the peace of the public in District Facilities (“**Misbehavior**”) is prohibited. Such Misbehavior includes violent, tumultuous, offensive or obstreperous conduct; loud or unusual noises; unseemly, profane, vulgar, obscene or offensive language calculated to provoke a breach of the peace; or the assault, striking or fighting of another person.

2. The use of sound amplification systems (e.g., loudspeakers, public address systems, radios, tape or disc players, etc.) in such a manner as to breach the peace and quiet of District Facilities is not allowed. Exception to this rule is as follows:

a. Events or specific activities for which a permit has been issued or a contract with the District and the City has been entered authorizing the use of sound amplification systems at specified locations, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

b. Noise limitations and violations, including the use of such sound amplification systems, are subject to the requirements, restrictions, conditions, exceptions, definitions, permitting and penalties prescribed in Chapter 9-36 of the City Municipal Code and its associated rules and regulations.

Q. Animals. The regulation and control of domestic animals and the protection and preservation of Wildlife, as specified herein, is important to the safe and harmonious public use of District Facilities and for the protection and preservation of the District Facilities.

1. The deliberate abandonment or release of any animal – domestic pets or Wildlife – in or on any District Facility is prohibited.

2. The harassment or deliberate disturbance of Wildlife situated in or inhabiting any District Facility is prohibited. This prohibition does not apply to situations where Wildlife is attacking or presenting a real and imminent danger or threat of danger to persons, their pets or their private property. Hazing of coyotes and geese are allowed when necessary to scare off Wildlife.

3. The feeding of Wildlife in District Facilities is not allowed.

4. Excrement of a domestic animal such as a dog left or deposited by such animal on or in a District Facility must be promptly and completely picked up and properly disposed of by the person or persons who brought or allowed the animal into or on the District Facility.

5. It is prohibited to allow domestic animals to harm, kill, chase, or otherwise harass any Wildlife within the District Facilities.

6. A domestic animal such as a dog is not allowed to run loose or be left unattended on or in any District Facility. A domestic animal is regarded as being “loose” if it is not restrained by a leash and properly controlled by the person or persons who brought or allowed the animal into or on the District Facilities. A domestic animal is regarded as being “left

unattended,” even if leashed or restrained, if the animal is alone without the owner in the immediate vicinity of the animal or left tied to a tree or structure in the District Facilities. Exceptions to this rule are as follows:

a. Trained service animals for individuals with disabilities are allowed to be off leash, but only as necessary so that the animal can provide the services for which it was trained.

b. Events or specific activities for which a permit has been issued or a contract with the District and the City has been entered authorizing domestic animals to be loose in a specific location or to enter District Facilities in a specific location, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

7. Livestock are not allowed to pasture, graze, or run at large in any District Facilities except as authorized by the District. Any person who owns or controls Livestock and who employs or uses the services of another person who violates this subsection is responsible for any violation hereof, along with the person who actually brings the Livestock on or in District Facilities.

8. Horseback riding, including the riding of mules and donkeys, or other uses of horses, mules, donkeys, llamas, or alpacas (such as for transporting goods or drafting carriages or wagons) is not allowed in District Facilities.

R. Bottles, Littering, and Dumping. The regulation and control of bottles, dumping, and littering, as specified herein, is important to the safe and harmonious public use of District Facilities and for the protection and preservation of District Facilities.

1. Broken bottles and glass present a substantial hazard to the users of District Facilities. For that reason, bottles and other glass containers are not allowed in District Facilities. Exceptions to this rule:

a. Bottles and glass containers are allowed in areas of District Facilities where there is a concession or other authorized food and beverage service for which the use of bottles and glass containers is expressly allowed in the District Facilities and where the concessionaire or food and beverage vendor is responsible for cleaning up broken bottles and glass.

b. Events or specific activities for which a permit has been issued or a contract with the District has been entered authorizing bottles or glass containers in a particular location, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

2. Littering is prohibited in District Facilities. All persons generating any trash, garbage, waste, or other refuse (“**Litter**”) in a District Facility is responsible for placing the Litter into a disposal receptacle or dumpster provided for that purpose in the District Facility or, if there is no disposal receptacle or dumpster, for removing from the District Facility and properly disposing of the Litter.

3. Dumping, depositing, or leaving anything in any District Facility is prohibited unless authorized in writing by the District. This includes, but is not limited to, any material, dirt, mud, fill, rubble, debris, dead vegetation, carcasses, discarded furnishings, abandoned vehicles, junk, trash, garbage, waste, broken glass, medical waste, excrement, chemicals, oil, gasoline, combustible or flammable fuel, petroleum products, explosive materials, pesticides, herbicides, ashes, PCB's, solvents, or any matter classified by law as hazardous or toxic material or waste. This prohibition includes bringing any of the above items into District Facilities for the purpose of dumping or depositing the same into any dumpster or disposal receptacle.

4. The prohibition against littering and dumping is extended to any materials or items not listed above brought into a District Facility and left unattended by any person, even when the materials or items have inherent value or good use. Materials or items are deemed "left unattended" if there is no prior authorization from the District to leave the materials or items in or at the District Facility and the person bringing the materials or items or who has control of the materials or items a) exits the District Facility with no responsible person attending to the materials or items or remaining to properly dispose of the materials or items, or b) fails to properly take care of the materials or items such that dumping or littering effectively results in physical damage to the District Facility or injury to the users of the District Facility has occurred or is likely to occur.

5. It is prohibited to urinate or defecate in any District Facility outside of a designated bathroom or temporary toilet.

S. Sidewalks/Trails and Wheeled Devices. The regulation and control of Sidewalks/Trails and Wheeled Devices, as specified herein, is important to the safe and harmonious public use of District Facilities and Sidewalks/Trails and for the protection and preservation of District Facilities and Sidewalks/Trails.

1. If there are no different or contrary rules for which notice has been provided, the following basic rules are applicable:

a. The speed limit for Wheeled Devices on a Sidewalk/Trail is fifteen (15) miles per hour unless otherwise posted. The speed limit is reduced to what is reasonable under the circumstances when there is heavy traffic on the Sidewalk/Trail, at-grade intersections with streets, inclement weather, darkness or Sidewalk/Trail conditions warranting slower speeds for Wheeled Devices.

b. Operators of Wheeled Devices must also take such other precautions as are reasonable under the circumstances when there is heavy traffic on the Sidewalk/Trail, at-grade intersections with streets, inclement weather, darkness or Sidewalk/Trail conditions warranting such precautions for the operation of Wheeled Devices and as appropriate to protect the safety of the public and property. Reckless or dangerous uses of Wheeled Devices on Sidewalk/Trail are prohibited.

c. The Traveling Public must stay to the right side of a Sidewalk/Trail, except when passing, and must not block or substantially impede the Traveling Public coming from the opposite direction.

d. Operators of Wheeled Devices must yield to pedestrians and slower operators of Wheeled Devices. Yielding includes slowing down and being prepared and able to stop timely and safely, when necessary, under the circumstances.

e. Passing may occur only after yielding to the Traveling Public coming from the opposite direction and only when it is safe to do so and when the person(s) being passed are appropriately warned of the impending pass.

f. Stopping or standing on Sidewalks/Trails, or placing materials or objects on Sidewalks/Trails, such that the passage of the Traveling Public is blocked or substantially impeded is not allowed.

g. Operators of Wheeled Devices, except for wheelchairs or other mobility assisted devices being used by individuals with disabilities, must dismount or cease operating or riding the Wheeled Devices when appropriate under the circumstances, such as when it is necessary in order to safely enter or exit Sidewalks/Trails, to cross at unsafe or busy at-grade intersections with streets, due to inclement weather, or when conditions warrant not operating or riding Wheeled Devices.

h. Operators of Wheeled Devices must comply with all other state laws and City laws applicable to such Wheeled Devices.

i. Dogs brought on to Sidewalks/Trails must be restrained by a leash no longer than six (6) feet in length. Operators of Wheeled Devices, except for wheelchairs or other mobility assisted devices being used by individuals with disabilities, on Sidewalks/Trails are not allowed to have a dog on leash while operating or riding Wheeled Devices. The leash requirements shall not be applicable to trained service animals for individuals with disabilities in wheelchairs or other mobility assisting devices to the extent necessary so that the animal can provide the services for which it was trained.

j. The provisions regulating and restricting activities, uses, and behavior pertaining to animals, including dogs, shall be applicable to Sidewalks/Trails.

k. Sidewalks/Trails are primarily intended for the use of the Traveling Public. Public uses or activities not involving lawful travel on a Sidewalk/Trail are not allowed to occur on a Sidewalk/Trail so as to prevent or substantially impede the Traveling Public's use of the Sidewalk/Trail.

l. In order to protect and preserve District Facilities and the safety of the public, Wheeled Devices are to be operated or ridden only on established Sidewalks/Trails and on roadways, driveways and parking areas located in District Facilities. Wheeled Devices may not be operated on any Sidewalks/Trails which are posted with a sign not allowing the operation of all or certain Wheeled Devices on a Sidewalk/Trail or a part of a Sidewalk/Trail. Exceptions to this rule are as follows:

i) Wheelchairs or other mobility assisted devices being used by individuals with disabilities.

ii) Events or specific activities for which a permit has been issued or a contract with the District has been entered authorizing Wheeled Devices in a particular location, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

m. Any person engaged in any activity allowed under this subsection assumes all risks associated with such activity. Any person engaged in any activity allowed under this subsection is liable for any damage or injury caused by said activity.

T. Electric Wheeled Devices. The use and operation of certain electric devices shall be allowed in District Facilities as limited by these rules. This subsection is intended to regulate certain electric bicycles and electric scooters, consistent with bicycle regulations due to the similar size, weight and functions of the devices. The regulation and control of E-Devices as specified herein is important to the safe and harmonious public use of District Facilities and for the protection and preservation of District Facilities.

1. Sidewalk/Trail rules set forth above shall apply to the use of E-Devices in District Facilities except as otherwise set forth in this subsection.

2. All E-Devices, when in use during dusk to dawn, shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least five hundred (500) feet to the front; and shall be equipped with a red reflector visible for six hundred (600) feet to the rear when directly in front of lawful lower beam of head lamps on another device or vehicle.

3. No E-Device may be left unattended, unused, or abandoned in any area of any District Facility, unless removed to a safe area that does not obstruct or interfere with standard, safe usage and enjoyment of the District Facility.

4. Commercial E-Devices may not be left in District Facilities or on any Sidewalk/Trail after use is discontinued. Commercial E-Devices must be moved to designated areas after use is discontinued.

5. Prohibitions regarding Motorized Vehicles under these Rules and Regulations shall not apply to E-Devices.

6. Commercial E-Device providers, including but not limited to Lyft, Lime, or Jump, shall be subject to all laws, rules and regulations regarding operation of and obstructions caused by E-Devices, including applicable agreements or restrictions from any City agencies. E-Devices may not be staged unattended in any District Facility or Sidewalks/Trails, or in any way that interferes with use by other patrons of District Facilities or Sidewalks/Trails, except where otherwise designated.

7. Tours utilizing E-Devices are not permitted to convene in or on District Facilities in a manner that interferes with normal, reasonable use of District Facilities to begin, conduct, or conclude the tour.

8. The repair or maintenance, including cleaning or charging or recharging, of any E-Device is not allowed on or in any District Facility except for emergency repairs necessitated by the inability to start or operate an E-Device lawfully brought on or in District Facilities.

9. Unless otherwise posted, closed, or restricted, E-Devices shall be allowed only on certain Sidewalks/Trails and segments. No operation of E-Devices on turf is permitted.

10. E-Devices are allowed in any designated areas where other Wheeled Devices are allowed, except that E-Devices may be prohibited where indicated by signs or other postings.

11. All E-Device users must abide by posted signs regulating use of vehicles, including speed limit signs, and signs regulating safe usage (such as passing signs).

12. No E-Device may occupy more than 50% of the width of any Sidewalk/Trail or land width on a road in one direction.

13. Operators may not have a dog on leash while operating an E-Device. This prohibition shall not apply to trained service animals for individuals with disabilities in wheelchairs or other mobility assisting devices to the extent necessary so that the animal can provide the services for which it was trained.

U. Motorized Vehicles; Snowmobiles, Go-Carts, and All Terrain Vehicles (ATVs); Vehicle Repair; and Overnight Parking. The regulation and control of Motorized Vehicles, snowmobiles, and ATVs, vehicle repair, and overnight parking, as specified herein, is important to the safe and harmonious public use of District Facilities and for the protection and preservation of District Facilities. For purposes of this subsection, E-Devices and Wheeled Devices are not considered Motorized Vehicles.

1. In order to protect and preserve District Facilities and the safety of the public, Motorized Vehicles are to be operated only on established roadway areas, driveways, and parking areas located in District Facilities, only to the extent that the same are open to travel by Motorized Vehicles and are to be parked only in designated parking spaces on roadway areas, driveways, and parking areas. Exceptions to this rule are as follows:

a. Wheelchairs and other mobility assisted devices being used by individuals with disabilities.

b. Motorized Vehicles may be allowed in areas in District Facilities designated by the District for driving and/or parking Motorized Vehicles or certain types of Motorized Vehicles, subject to compliance with such rules and regulations that may be posted in or near the designated area.

c. Events or specific activities for which a permit has been issued or a contract with the District has been entered authorizing the driving and/or parking of Motorized Vehicles or certain types of Motorized Vehicles in a particular location, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

2. Sidewalks/Trails. Motorized Vehicles are not allowed on Sidewalks/Trails. Exceptions to this rule are as follows:

a. Motorized wheelchairs and other mobility assisted devices being used by individuals with disabilities.

b. Events or specific activities for which a permit has been issued or a contract with the District has been entered authorizing the driving or parking of Motorized Vehicles or certain types of Motorized Vehicles in a particular location on a Sidewalk/Trail within the District Facilities, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

3. Motorized Vehicles must be operated and parked so as to comply with all posted rules, traffic signs, and traffic-control devices regulating such Motorized Vehicles. Unless traffic signs or traffic-control devices indicate differently, the operators of Motorized Vehicles must yield to patrons on or in District Facilities and the Traveling Public on Sidewalks/Trails.

4. Snowmobiles, go-carts and ATVs are not allowed in District Facilities or a Sidewalk/Trail.

5. The repair or maintenance, including cleaning, of any Motorized Vehicle is not allowed on or in District Facilities except for emergency repairs necessitated by the inability to start or operate a Motorized Vehicle lawfully brought on or in District Facilities.

6. A Motorized Vehicle may not be parked or stored on or in District Facilities during District Curfews as specified above. Exceptions to this rule are as follows:

a. On-street parking where such on-street parking is allowed pursuant to City law.

b. Overnight parking may be allowed in specific District Facility areas designated for such activity, subject to compliance with such rules and regulations that may be posted in or near the designated area.

c. Events or specific activities for which a permit has been issued or a contract with the District has been entered authorizing the overnight parking of Motorized Vehicles or certain types of Motorized Vehicles in a particular location within a District Facility, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

7. Any person engaged in any activity allowed under this subsection assumes all risks associated with such activity. Any person engaged in any activity allowed under this subsection is liable for any damage or injury caused by said activity.

V. Sports Facilities; Team Sport Activities. The regulation and control of Sports Facilities and Team Sport Activities, as specified herein, are important to the safe and harmonious public use of the Park and its Amenities and for protection and preservation of District Facilities. The use of the Sports Facilities by the public shall be subject to the requirements, restrictions, and prohibitions set forth in these Rules and Regulations.

1. Team Sport Activities are to be conducted on or in Sports Facilities intended or designated for Team Sports Activities. In order to avoid conflicts with other Park users or potential injuries or property damage, Team Sport Activities are not allowed in the Park outside of said Sports Facilities. This restriction applies only to those Team Sport Activities scheduled or arranged by a person or persons for groups or organized teams, and not to casual or spontaneous (unscheduled) games.

2. The Sports Facilities are subject to being reserved at particular times for sporting events or programs by individuals, groups or organizations for which the District has issued a permit for the sporting events or programs or a contract with the District has been entered into authorizing the sporting events or programs, so long as there is compliance with the terms, conditions and restrictions of the permit or contract (“**Reserved Use**”). All members of the public utilizing or occupying, in part or whole, a Sports Facility during the time of a scheduled Reserved Use must promptly leave and vacate the Sports Facility upon being informed of the Reserved Use.

3. Reservations of the Sports Facilities for sporting events, programs, or other events shall be done in accordance with the requirements of Section IV.A. hereof.

4. The following basic rules are applicable to the Sports Facilities being used for Team Sport Activities:

a. Shoes or other appropriate foot attire are required to be worn within the Sports Facilities during Team Sport Activities. Shoes with metal spikes or metal cleats are not allowed.

b. Modifications, temporary or permanent, to the grounds, playing surface or facilities associated with a Sports Facility, including snow removal, are not allowed without the prior authorization of the District.

5. Any person engaged in any activity allowed under this subsection. assumes all risks associated with such activity. Any person engaged in any activity allowed under this subsection is liable for any damage or injury caused by said activity.

W. Inflatable Devices, Flying Objects, and Sledding Devices. The regulation and control of Inflatable Devices, Flying Objects (defined below), and sledding devices, as specified herein, are important to the safe and harmonious public use of District Facilities.

1. Inflatable Devices are prohibited in District Facilities due to potential damage and injury to users and property. Exception to this rule is as follows:

a. Events or specific activities for which a permit has been issued or a contract with the District has been entered authorizing Inflatable Devices in a particular location, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

2. The throwing, striking, propelling, launching, or otherwise operating flying or propelled object of a potentially dangerous nature, such as a hang glider, sky diving, sky sail, drone (unmanned aerial vehicle), model airplane, model helicopter, model rocket, golf ball, rock, and similar flying or propelled item ("**Flying Object**") is not allowed in or on District Facilities. A Flying Object does not include a non-motorized model airplane under a half pound in weight, a frisbee, football, soccer ball, basketball, baseball, kickball, or a kite. Exceptions to this rule are as follows:

a. Flying Objects are allowed in areas of the Park designated by the District for such Flying Objects activity such as a golf course or driving range for golf balls, a designated model airplane or model helicopter flying area, or a rocket launching area, subject to compliance with such rules and regulations that may be posted in or near the designated areas.

b. Events or specific activities for which a permit has been issued or a contract with the District has been entered authorizing specific Flying Objects in a particular location, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

3. The operation or use of, or riding upon, any device propelled in part by a human and in part by gravity down snowed, iced or slick slope including but not limited to a sled, toboggan, inflatable tube, saucer, luge and cross-country skis ("**Sledding Device**") is allowed in the Park, except in areas of the Park where such activity involving a Sledding Device would be dangerous or hazardous to the participant or other members of the public, including roads, playgrounds, athletic fields, golf courses, parking lots, flower beds, ponds, lakes, or any area of the Park which is closed to Sledding Devices by the District. The use of Sledding Devices is prohibited in the Amphitheater.

4. The use of snowboards and downhill skis is prohibited on and in District Facilities.

5. Any person engaged in any activity allowed under this subsection assumes all risks associated with such activity. Any person engaged in any activity allowed under this subsection is liable for any damage or injury caused by said activity.

V. DISTRICT SPONSORED EVENTS

A. General. Attendees of District Sponsored Events must comply with the general Rules and Regulations applicable to all District Facilities, as well as the specific policies set forth in this Section V. To the extent anything in this Section V conflicts with other Rules

and Regulations herein, the provisions of Section V will control. The regulations, as specified herein, are important to the safe and harmonious public use of District Facilities and for the protection and preservation of District Facilities during District Sponsored Events.

B. Event Fee. To assist the District with providing certain District Sponsored Events and the management and administration thereof, the District may charge a non-refundable Event Fee as set forth in the Fee Schedule, attached hereto and incorporated herein as Exhibit A, which the District may review and amend from time to time. Those wishing to attend a District Sponsored Event for which an Event Fee is required will need to pay the Event Fee to attend such District Sponsored Event. Payment of the Event Fee will be evidenced by the issuance of a ticket for the specific District Sponsored Event. Admission to the specific District Sponsored Event will only be allowed with a ticket and tickets are non-exchangeable.

C. Park Use. All or a portion of the Park may be used by the District for District Sponsored Events. Members of the public utilizing or occupying, in part or whole, the Park must promptly vacate the portion thereof being utilized for the District Sponsored Event upon being informed of the District Sponsored Event. Nothing herein prevents the public from attending such District Sponsored Event in its intended manner and in accordance with these Rules and Regulations.

D. Admission to District Sponsored Events. Admission into the District Facilities will be on a first-come, first-serve basis for District Sponsored Events where payment of an Event Fee is not required. A ticket will be required to be presented for admission into the District Facilities for a District Sponsored Event requiring payment of an Event Fee.

E. Entry and Re-Entry. For District Sponsored Events that require payment of an Event Fee as evidenced by a ticket for admission, once the ticket has been scanned, the attendee cannot leave and re-enter the District Sponsored Event. Re-entry into the District Sponsored Event is only permitted in weather related or medical emergencies and must be approved by staff prior to exiting the respective District Facility. For District Sponsored Events that do not require payment of an Event Fee, entry is first-come, first-serve. If the capacity of the respective District Facility is reached, staff will operate on a one-in, one-out policy. Re-entry is permitted for District Sponsored Events that do not require payment of an Event Fee unless the respective District Facility is at capacity.

F. Inspection. For the safety of attendees, the District's contractors, and staff, attendees of District Sponsored Events are subject to inspection as a condition to admission to a District Sponsored Event. Attendees must have bags open and available for search upon arrival at the entrance gate. District staff reserve the final decision on items brought into District Facilities relative to compliance with the Rules and Regulations.

G. Bag Policy at the Amphitheater. Attendees will be permitted to bring one (1) clear bag, no larger than 12 inches x 6 inches x 12 inches or a one-gallon clear freezer bag (Ziploc or similar), into the Amphitheater. In addition, attendees may carry a small clutch bag or purse, no larger than 6.5 inches x 4.5 inches, with or without a strap. A hydration pack (CamelBak, etc.) is allowed into the Amphitheater but is limited to two (2) liters in size, must be emptied of all liquid, and have no more than one pocket in addition to the one holding the water

reservoir. Each attendee, including children, may carry an approved clear bag or a hydration pack, and a clutch purse. All other types of bags and containers will be prohibited.

1. Diapers and wipes may be carried in a clear bag or hydration pack. Diaper bags are not permitted in the Amphitheater.

2. Additional clothing, blankets, etc. are permitted if carried loosely or in an approved bag. Blankets should be carried over the shoulder to be screened more quickly.

3. Cell phones may be carried loosely or in an approved bag.

4. There are no provisions to check items at the Amphitheater. Attendees will be asked to either take prohibited items back to their car/other secure location or dispose of the prohibited items at the gate. The District, its consultants, and staff of the Amphitheater are not responsible for any items left behind, lost, stolen or damaged.

H. Chair Policy at the Amphitheater. Seats more than five (5) inches off the ground are not allowed at the Amphitheater. All chairs must be low clearance, regardless of where the attendees sit within the Amphitheater. Chairs must be taken out of their carrying case prior to entry. Chairs may not be set up prior to gates opening on the day of the District Sponsored Event.

I. Animals at the Amphitheater. A domestic animal is not allowed inside the Amphitheater during District Sponsored Events. Trained service animals for individuals with disabilities are allowed inside the Amphitheater during District Sponsored Events. Each trained service animal must remain with its owner and be restrained. Excrement of a trained service animal must be promptly and completely picked up and properly disposed of by the owner or other person(s) who brought the trained service animal.

J. General Provisions for District Sponsored Events.

1. Attendees are not authorized to project music from any device during a District Sponsored Event.

2. No items of any kind will be placed in a manner that obstructs access to stairs, benches and other areas or that could cause damage to District Facilities or injury to others and will not be allowed.

3. Climbing or hanging on Amphitheater structures or other District Facilities is prohibited.

4. Skateboarding, roller skating, and rollerblading are prohibited in the Amphitheater.

5. Attendees are permitted to bring the following items into the Amphitheater during District Sponsored Events: (i) one clear bag no larger than 12 inches x 6 inches x 12 inches or a one-gallon clear freezer bag (Ziploc or similar); (ii) water bottles that are

empty and 32 ounces or less; (iii) hydration pack (CamelBak, etc.) that is no more than two (2) liters in size, empty of all liquid, and has no more than one pocket in addition to the one holding the water reservoir; (iv) stadium seat, seat cushion, and camp chair that are low-clearance and no taller than five (5) inches off the ground; (v) food for personal consumption that fits within the clear bag and/or non-alcoholic beverages in factory-sealed containers (32 ounces or less) unless food and beverage is for Sale as part of the District Sponsored Event, in which case such items will be prohibited; (vi) blankets/tarps no larger than 5 feet x 7 feet; (vii) umbrella; (viii) infant car seats, baby slings, and baby carrier with up to one pocket and no internal frame; and (ix) formula and breast milk, including breast pumps.

6. Attendees are prohibited from bringing the following items into the Amphitheater during District Sponsored Events, and violators are subject to citation and ejection and the item(s) are subject to confiscation: (i) any bags or containers that do not adhere with Section V.G. above, including mesh bags; (ii) liquids in non-factory sealed containers; (iii) Alcohol Beverages, marijuana, and illegal drugs; (iv) glass bottles/objects; (v) food for personal consumption and/or non-alcoholic beverages in factory-sealed containers (32 ounces or less) if food and beverage is for Sale as part of the District Sponsored Event; (vi) laser pointers; (vii) hard-sided coolers; (viii) Selfie sticks; (ix) strollers or wagons; (x) weapons of any kind (e.g. guns, knives, chains); (xi) hula hoops, POI or any other Flying Object; (xii) bullhorns and noisemakers; (xiii) Aerosols (e.g., hairspray); (xiv) masks that cover the entire face, such as a Halloween mask; (xv) confetti, glitter and other items that can be thrown; (xvi) tarps or blankets larger than 5 feet x 7 feet.

7. Attendees are prohibited from bringing the following items into the Park and/or Amenities during a District Sponsored Event, and violators are subject to citation and ejection and the item(s) are subject to confiscation: (i) Alcohol Beverages, marijuana, and illegal drugs; (ii) glass bottles/objects; (iii) food for personal consumption and/or non-alcoholic beverages in factory-sealed containers (32 ounces or less) if food and beverage is for Sale as part of the District Sponsored Event; (iv) laser pointers; (v) hard-sided coolers; (vi) Selfie sticks; (vii) weapons of any kind (e.g. guns, knives, chains); (viii) hula hoops, POI or any other Flying Object; (ix) bullhorns and noisemakers; (x) Aerosols (e.g., hairspray); (xi) masks that cover the entire face, such as a Halloween mask; (xii) confetti, glitter and other items that can be thrown; (xiii) tarps or blankets larger than 5 feet x 7 feet.

K. Prescription Medication at District Sponsored Events. The regulation and control of drugs of all type, and use distribution, and sale thereof, is important to provide a safe and comfortable environment for attendees. The following procedures are in place to accommodate attendees requiring the legitimate use of prescription medications while attending a District Sponsored Event:

1. Attendees may only bring the quantity of medication needed for the duration of the District Sponsored Event.

2. Prescription medication must be in the original prescription container with the patient's name and dosage listed on the label. At the entrance of the District Facilities, first aid or medical staff will verify the medication and name on the label match the actual medication and attendee's identification.

3. Attendees with more medication than is necessary for the duration of the District Sponsored Event will be asked to return the excess medication to their vehicle or other secure location.

L. Photo Policy at District Sponsored Events. By attending a District Sponsored Event, attendees agree that they may be photographed, filmed, or otherwise recorded for use in marketing, promotional and/or training materials, reproduced, distributed, publicly displayed or otherwise used by the District, the host, presenter, promoter, sponsor of the event and their respective affiliates.

1. No professional cameras of any type are allowed (SLR, detachable lens, or a lens longer than two (2) inches). No video or audio recording devices, including but not limited to GoPros, 360-degree cameras, and cameras with removable lenses, are permitted. Tablets and laptop computers are not permitted.

2. The above policy is subject to additional restrictions imposed by specific performers at District Sponsored Events.

M. Vendors. Vendors performing Sales at District Sponsored Events will be required to comply with the Vendor Handbook, attached hereto and incorporated herein as **Exhibit B**, including payment of any applicable fees therein, as the same are included in the Fee Schedule, attached hereto and incorporated herein as **Exhibit A**, which the District may review and amend from time to time.

VI. MISCELLANEOUS

A. Attire. Proper and appropriate attire should be worn by all persons when using the District Facilities. Shoes should be worn at all times. Nudity is strictly prohibited.

B. Children. For safety and health reasons, it is recommended that children under thirteen (13) years of age be accompanied and supervised by a parent, legal guardian, or, if authorized by a parent or legal guardian, another adult eighteen (18) years of age or older.

C. Lost Articles. The District is not responsible for any lost or stolen articles. All personal articles should be locked or secured as appropriate to avoid loss to the owner. All lost articles which are not claimed within twenty-four (24) hours shall be deemed abandoned and donated or otherwise disposed of as determined by the District in its sole discretion.

D. Limitation of Liability of District. The District is not responsible for injuries or accidents on or in the District Facilities. Use of the District Facilities shall be at the sole risk of any person using same. Except as provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., the District shall not be responsible for any claims for damages by reason of any action or inaction of the District or its agents or representatives in connection with any of the District Facilities.

E. Complaints. Complaints should be directed to the District at info@palisadeparkamphitheater.com, and the District will make reasonable efforts to promptly resolve the conflict. Under no circumstances will anyone interfere with, attempt to discipline,

request special treatment from, or otherwise direct employees/staff in the course of District business. People shall not request special personal services from District employees/staff.

VII. VIOLATION AND ENFORCEMENT

A. Disorderly Conduct. The District and its authorized representatives may request any person to cease conduct that:

1. Is in violation of any of these Rules and Regulations or other rules, regulations, or policies of the District.

2. Interferes with, or is abusive toward, any of the District's representatives in the normal operation of the District Facilities.

3. Interferes with any person's use or enjoyment of the District Facilities or is abusive to any such person.

4. Misuses or damages real property and/or fixtures or personal property such as furniture and equipment.

B. Remedies Available for Disorderly Conduct. In the event that the offending party fails to cease such conduct after being requested and warned to do so, the District is authorized to use any and all reasonable means it deems necessary to address such conduct. This includes, but is not limited to, having the offender removed from the District Facilities and barred from further privileges at the District Facilities for forty-eight (48) hours without the necessity of any action or consent of the Board of Directors of the District.

C. Violation of Rules and Regulations. Violators of any of the Rules and Regulations shall be subject to criminal and civil penalties.

1. Pursuant to Section 18-9-117 (3)(a) and (b), C.R.S., when said rules and regulations have been prominently posted or such notice is actually first given to the person(s) by the District, including an agent thereof, or by any law enforcement officer having jurisdiction as required by Section 18-9-117 (2), C.R.S., any violation of the Rules and Regulations is unlawful and violators shall be subject to criminal penalties enforceable by the Broomfield Police Department.

2. A violation of any of the Rules and Regulations that have been prominently posted is subject to any and all civil remedies available to the District under Title 32, C.R.S. or other applicable laws, including the imposition of fines, penalties, charges, costs, and attorney fees incurred by the District with respect to any damages or other losses sustained by the District because of the violation of any of the Rules and Regulations. Such fines, penalties, charges, costs and attorneys' fees shall be assessed against the owners of any real property located within the District, on which a violator of the Rules and Regulations resides on a permanent or temporary basis.

3. The District may collect such fines, penalties, charges, costs and attorneys' fees it incurs by any means authorized by law. Until paid, such fines, penalties,

charges, costs and attorneys' fees shall constitute a perpetual lien on and against such real property which lien may be foreclosed in any manner authorized by the laws of the State of Colorado.

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EXHIBIT A
FEE SCHEDULE
(effective as of June 2, 2025)

EVENT FEES FOR DISTRICT SPONSORED EVENTS	
Attendee Type	Event Fee Amount
<u>Resident</u> of Palisade Metropolitan District Nos. 1-2, Palisade Park North Metropolitan District Nos. 1-3, or Palisade Park West Metropolitan District	\$20.00
<u>Non-Residents</u> of Palisade Metropolitan District Nos. 1-2, Palisade Park North Metropolitan District Nos. 1-3, or Palisade Park West Metropolitan District	\$25.00

EVENT POLICY FEES	
APPLICATION FEE (due at time of submittal of Application / Non-Refundable)	
Promoter	Total Application Fee
<u>Resident</u> of Palisade Metropolitan District Nos. 1-2, Palisade Park North Metropolitan District Nos. 1-3, or Palisade Park West Metropolitan District	\$75.00
<u>Non-Residents</u> of Palisade Metropolitan District Nos. 1-2, Palisade Park North Metropolitan District Nos. 1-3, or Palisade Park West Metropolitan District	\$100.00
EVENT DEPOSIT	
Promoter	Total Event Deposit¹
<u>Resident</u> of Palisade Metropolitan District Nos. 1-2, Palisade Park North Metropolitan District Nos. 1-3, or Palisade Park West Metropolitan District	\$75.00 per hour with a four (4) hour minimum ²
<u>Non-Residents</u> of Palisade Metropolitan District Nos. 1-2, Palisade Park North Metropolitan District Nos. 1-3, or Palisade Park West Metropolitan District	\$125.00 per hour with a four (4) hour minimum ²
¹ Event Deposit for the Amphitheater includes one (1) staff member of the District and basic venue amenities, including power, lighting, access to greenroom, and cleaning supplies. ² Includes time needed for set-up, tear-sown, and clean-up.	
WASTE MANAGEMENT VIOLATION FEE	
The District may impose a fine up to the actual cost of cleanup plus \$250 for administrative costs.	

VENDOR FEES		
Vendor Type	Vendor Fee	Daily Fee
Artist / Crafter / Designer / Jeweler	\$100 per season / \$20 per day	10% Gross Sales
Food Truck/Onsite Cooking Vendor	\$50 per day	10% Gross Sales
Snack Food or Gourmet Food Vendor	\$100 per season	10% Gross Sales
Service Vendor	\$100 per season	10% Gross Sales
Non-Profit	\$15 per day	N/A
Other Fees/Fines		
Cancellation Fee (less than 72 hour notice provided)		\$20
Late Arrival or Early Departure Fee		\$25
Litter/Waste Fine		\$25
Electricity Fee		\$25

**EXHIBIT B
EVENT POLICY**

[TO BE ATTACHED]

PALISADE METROPOLITAN DISTRICT NO. 2

City and County of Broomfield, Colorado Event Policy

Statutory Authority:

Section 32-1-1001(m), C.R.S.

Basis and Purpose:

The Palisade Metropolitan District No. 2 (the “**District**”) recognizes that entities and persons (referred to herein as a “**Promoter**”) may desire to conduct an event on property operated by the District pursuant to an easement agreement and a future long-term lease (an “**Event**”), including the amphitheater (the “**Amphitheater**”) and sports fields (the “**Sports Fields**”) as depicted and described in Exhibit A, attached hereto and incorporated herein (collectively, the “**District Facilities**”). The Board of Directors of the District offers the District Facilities, or any portion thereof, for general use by the public consistent with the District’s authority pursuant to Section 32-1-1001(m), C.R.S., and the adopted rules and regulations applicable to Events then in effect.

I. Permit and Compliance with Applicable Law

A. Application. The Promoter of an Event shall complete the Event Application and Agreement (the “**Application**”) on a form provided by the District no less than thirty (30) days before the proposed Event.

1. The Application shall specify the following: (i) the name, address, and telephone number of the Promoter; (ii) the name and address of any person or entity sponsoring the event; (iii) a brief description of the proposed Event, including the number of anticipated participants/attendees; (iv) the District Facilities, or portion thereof, being requested for the Event; (v) the date(s) and time(s) for the proposed Event; (vi) the anticipated length of time that the Event will take place; (vii) if the sale, service, or consumption of malt, vinous, or spirituous liquor is requested; (viii) a copy of any permit applications or approved permit(s) issued by the City and County of Broomfield (the “**City Permit**”) for the Event; (ix) a statement that the Promoter assumes all liability arising out of the Event and will comply with the Event Policy; and (x) any additional information the District may reasonably request. Upon receiving the City Permit, the Promoter shall promptly provide a copy of the same to the District.

2. Depending on the scale and logistics of the proposed Event and potentially significant impacts on the District Facilities and the surrounding residences and/or commercial business, the District may require additional information, maps, and/or plans to be submitted, including but not limited to Event layout and site operations, crowd control and fencing, traffic control and parking, emergency services and first aid, community outreach, protection of property, power and utility service, alcohol service, signage, trash and sanitation, fire protection, and security service.

B. District Review. The District will review the Applications on a first-come, first-serve basis. District programming will take priority over all other Applications. The

District will either deny the Application, approve the Application, or request additional information regarding the proposed Event within seven (7) days of receipt of the Application. Whether to approve or deny any Application is within the District's sole discretion and may be based on reasons including but not limited to the following:

1. The requested District Facilities have been reserved for other use on the day requested in the Application.

2. The proposed Event will unreasonably interfere with or detract from general public use and enjoyment of other District property.

3. The proposed Event will interfere with or detract from the promotion of public health, morals, welfare, safety, and/or recreation.

4. The proposed Event is anticipated to exceed the maximum capacity allowed for the requested District Facilities.

5. The proposed Event is reasonably anticipated to incite violence, crime, and/or disorderly conduct.

6. The Event Application does not comply with any of the restrictions enumerated in Section I.C., below.

C. Restrictions.

1. Each Event is limited to no more than five (5) days (including set up and tear down time) within any thirty (30) day period.

2. No more than one (1) Event can be held per day and no Events will be held on days scheduled for District programming. No more than four (4) Events can be held within any thirty (30) day period. To create time separation between Events, three (3) days must separate any one (1) day Event from the next Event, and five (5) must separate any two (2) or more days Event from the next Event.

3. No more than two (2) Events can be held by the same Promoter within any thirty (30) day period.

4. Attendance at an Event is limited to the capacity of the requested District Facility and compliance with the City and County of Broomfield's (the "City") municipal code. The Amphitheater has a maximum capacity of 1,100.

5. The Promoter, or its designee, shall be at least twenty-one (21) years of age and must be physically present during the entirety of the Event, including set-up and tear-down.

D. Certificate of Promoter. If the District approves the Application, no less than seven (7) days prior to the Event, the Promoter shall submit to the District an executed

Certificate of Promotor, attached hereto and incorporated herein as **Exhibit B**, together with the Event Deposit and certificate of insurance required by the District.

E. **Permit Required.** No Event shall occur on or in the District Facilities unless the Promoter has obtained any and all required licenses and/or permits, including any City Permits, and provided a copy of the same to the District.

F. **Compliance with Law.**

1. Prior to the Event, the Promoter shall also obtain any and all required licenses and permits from the State of Colorado, the City, and federal government, as well as any department subdivisions thereof and has provided a copy of the same to the District. Such licenses and permits include, but are not limited to, food (including mobile food vending), liquor, street occupancy and filming.

2. The Promoter shall adhere to all rules, regulations, policies and permitting procedures of all state, local and federal entities with jurisdiction applicable to the Event, including the payment of sales and other taxes, as applicable.

II. **Application Fee; Event Deposit**

A. **Generally.** The Promoter shall be responsible for offsetting any and all management, administrative, legal, maintenance, District Facilities or other District property repair and/or replacement, and other liability costs, including those resulting from any claims asserted by third parties, incurred by the District arising from or in connection with the Event.

B. **Application Fee.** To provide for the continued administration of events and maintenance and upkeep of the District Facilities, the Promoter shall pay a non-refundable Application Fee as set forth in the adopted Event Fee Schedule (may be amended from time to time), as attached hereto and incorporated herein as **Exhibit C**, which shall be due at the time of submittal of the Application.

C. **Event Deposit.** The Promoter shall submit a deposit in an amount set forth in the Events Fee Schedule (the “**Event Deposit**”). The Event Deposit shall be used to pay expenses incurred by the District related to the Event including administrative costs, Event site inspections and maintenance services provided during and after the Event. Events at the Amphitheater include one (1) staff member of the District and basic amenities, including power, lighting, access to greenroom, and access to certain cleaning supplies. In the sole discretion of the District, the amount of the Event Deposit may be increased or decreased depending upon the following factors: (i) expected disruption of normal residential and commercial activity by the Event; (ii) length of time of the Event; (iii) number of expected participants for the Event; and (iv) any other matters deemed relevant by the District.

D. **Application of Event Deposit; Excess Costs.**

1. If the District incurs management, legal, administrative, maintenance, District Facilities or other District property repair and/or replacement costs in association with an Event in excess of the Event Deposit, the District, in its sole discretion, may:

(i) submit an invoice to the Promoter for such excess costs, which shall be due and payable within thirty (30) days after delivery of the invoice; and/or (ii) utilize any available Event Deposit funds to pay the excess costs.

2. Any amount of the Event Deposit not used by the District shall be returned to the Promoter within forty-five (45) days of the conclusion of the Event.

3. In the event that the Promoter does not comply with this Event Policy, the Park and Amphitheater Rules and Regulations, and/or the Application, the District has the right, subject to its reasonable discretion, to keep all or any portion of the Event Deposit and/or prohibit the Promoter from utilizing the District Facilities for Events in the future.

E. Payment of Event Deposit. The Promoter shall submit to the District the Event Deposit with the Certificate of Promoter to the following:

Palisade Metropolitan District No. 2
c/o Simmons & Wheeler, P.C.
304 Inverness Way South, Suite 490
Englewood, CO 80112
Attention: Diane Wheeler
Telephone: 303-689-0833

F. Any Event Deposit or fees paid to the District are separate and independent of any deposits or fees payable/owed to the City, State of Colorado, or other regulatory entity having jurisdiction over the Event.

III. Community Notification

A. If the Event requires a City Permit and the Promoter is required to provide notice of the Event pursuant to the City Permit requirements, the Promoter shall provide the District with a copy of the notice not less than seven (7) days prior to the Event.

IV. Duration of Event

A. Events generally shall not be authorized to begin prior to 6 A.M.

B. Events generally shall be required to end by 10 P.M.

C. There shall be a time limit of twelve (12) consecutive hours during a day for the holding of any single Event; additional time may be available for the set-up and breakdown of any required Event materials.

D. Permission may be granted by the District, in its sole discretion, to extend the beginning and/or ending times of any Event by up to one (1) hour, as described in Sections IV.A. and B. above, or to provide for morning/nighttime Events, if necessary, and if such extension would not unduly disturb or disrupt the surrounding residential and commercial community.

E. Ingress and egress to private residences and businesses, as well as emergency street and building access, must be maintained at all times for the entire duration of any Event.

V. Loudness of Event

A. Any and all Events shall adhere to the decibel limits set forth in the City's municipal code, Chapter 9-36, *et seq.*, as it may be amended from time to time.

B. If deemed necessary by the District or otherwise required pursuant to the City's municipal code, as may be amended, the Promoter shall arrange for at least one (1) decibel reader to be provided on-site of the Event. The Promoter shall make readings of the decibel reader(s), which shall be made on a periodic basis of at least once per hour for the duration of the Event to ensure that the City's prescribed decibel limits are not being violated.

C. Amplified sound (i.e., public address systems or music speakers), is prohibited except under a City Permit designating limited hours for operation of such amplified sound. City sound ordinances, as may be amended from time to time, must be adhered to at all times.

VI. Security and Restroom Facilities

A. The District may, in its sole discretion, require a Promotor to hire, at its own expense, professional security services for any and all Events involving the service of and/or consumption of alcohol and/or when there are more than four hundred (400) people anticipated to attend and/or participate.

B. The District may, in its sole discretion, require a Promotor to arrange for the employment of at least four (4) security guard per four hundred (400) people attending and/or participating in the Event.

C. The Promoter shall provide, at its own expense, at least two (2) portable restroom facilities (i.e., "Port-o-Johns," or other similar facility) per four hundred (400) people anticipated to attend and/or participate in the Event. The placement of such portable restroom facilities shall be subject to the prior approval of the District.

VII. Insurance

A. All Promoters are responsible for securing event insurance in commercially reasonable amounts considering the size, scope, and nature of the Event.

B. The District may, in its sole discretion, require proof of insurance, naming the District and Surf Palisade Amphitheater, LLC (fee owner of the property underlying the District Facilities) as additional insureds, in policy and coverage limits with the following conditions:

1. Commercial general liability coverage of an amount not less than \$1,000,000 per incident, \$2,000,000 aggregate;

2. If alcohol will be served at the Event, insurance must include liquor liability coverage;

3. The District and Surf Palisade Amphitheater, LLC (and, if applicable, any consultant engaged by the District to implement and enforce this Event Policy) must be designated as an “additional insured” under the insurance policy; and

4. When required by the District, the Promoter shall submit to the District the certificate of insurance coverage with the Certificate of Promoter required by Section I.D.

C. The District or City may impose further insurance requirements depending upon the potential disruptive nature of the Event or its reasonable potential for personal or property damage.

VIII. Waste Management

A. The Promoter shall be responsible for properly disposing of all trash, waste, recycling, compost, garbage, or refuse off-site at the conclusion of an Event and shall not remain on-site overnight under any circumstances. If an Event is multiple days, the Promoter shall be responsible for properly disposing of all trash, waste, recycling, compost, garbage, or refuse off-site daily.

B. The Promoter shall be responsible for supplying, at the Promoter’s own expense, the waste receptacles for the Event.

C. All debris shall be cleared from the ground, street, landscaping, hardscaping, planters, benches, and sidewalks at the conclusion of an Event.

D. The District retains the right to charge an additional fine, as set forth in the adopted Event Fee Schedule, for violations of waste management and community cleanliness under this Section.

IX. Pre- and Post-Event Walkthrough

A. The Promoter shall arrange for a pre-event walkthrough with the designated District representative immediately prior to the beginning of the Event to identify any pre-existing damage to the requested District Facilities.

B. The Promoter shall arrange for a post-event walkthrough with the designated District representative immediately upon the conclusion of the Event to identify any damage to the requested District Facilities not identified during the pre-event walkthrough.

C. The Promoter is responsible for all set-up, tear-down, and clean-up of the requested District Facilities. The District Facilities must be returned to the same condition as prior to the Event. Set-up, tear-down, and clean-up must be completed during the hours of the Event.

X. Cancellation/Rescheduling Event

A. Cancellation. If the Promoter determines to cancel the Event, it shall notify the District as soon as possible of such cancellation. The District will return the Event Deposit, less amounts incurred by the District for any and all management, administrative, legal, and maintenance.

B. Rescheduling. Any request by the Promoter to change the date for the Event is subject to availability and other factors in the District's sole discretion. The approval of any rescheduling is not guaranteed.

XI. Miscellaneous

A. Sections 4 through 7 of this Event Policy are the minimum requirements applicable to an Event. If the City, either through ordinance or through the City Permit, imposes more stringent requirements than those herein, the City's requirements shall apply.

B. The Promoter shall be responsible for his/her/its actions and the actions of any gathering invitees/attendees/participants. The Promoter, and its appointed designee, as identified in the Event Application, must be in attendance at all times during the event.

C. Motorized vehicle traffic within District Facilities is strictly prohibited except in to the extent approved in writing by the District for set up and tear down of an Event.

D. Signs, banners, decorations and canopies may not be attached to trees, shelters, poles, buildings, bollards, planters, light fixtures, play swing structure, bike racks, or any other District improvements, unless previously approved by the District in writing. Blocking public areas such as sidewalks, parking lots, paths, roadways and pedestrian walkways is strictly prohibited, except as described in the City Permit issued by the City. Any damage to said items shall be the sole responsibility of the Promoter.

E. It is unlawful for any person, other than duly authorized personnel, to mark, remove, break or climb upon or in any way injure, damage or deface the trees, shrubs, sculptures, plants, turf or any of the buildings, fences, monumentation, fountains or other structures, appurtenances or property within or without the District.

F. This Event Policy may be revised at any time by the Board of Directors of the District, subject to applicable law.

G. If any of the provisions of this Event Policy, not including those provisions discussed in Section XI.A., conflict with any City Ordinance or City Permit for an Event within the District Facilities, the City Ordinance or the City Permit will take precedence over this Event Policy.

H. All notices or other information the Promoter is required to provide to the District must be sent to:

Palisade Metropolitan District No. 2
Attn: Kris Severson
Email: info@palisadeparkamphitheater.com
Telephone: 435-714-0372

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EXHIBIT A

District Facilities

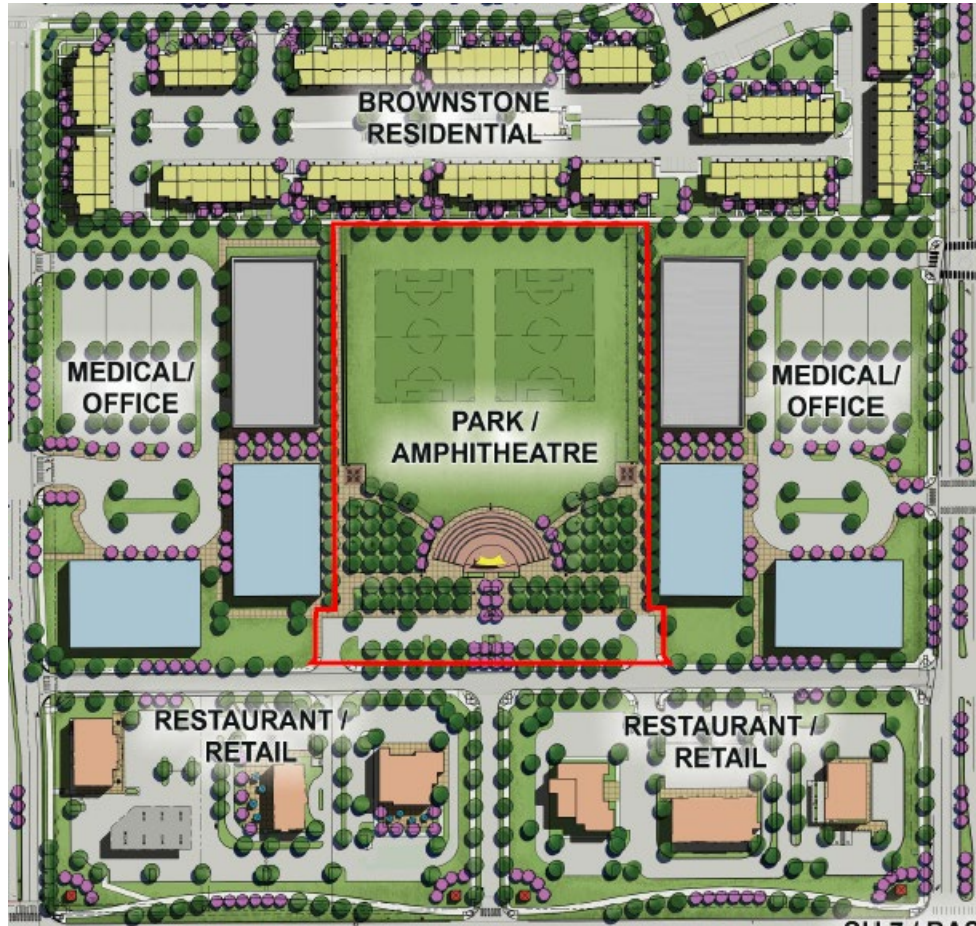


EXHIBIT B

Certificate of Promoter

Promoter certifies that he/she/it received, read and will comply in all respects with the Event Policy of Palisade Metropolitan District No. 2 (the “**District**”).

Enclosed is/are the following:

☐ Event Deposit in the amount of \$ _____.

By signature of the authorized representative below, Promoter hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees, harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of the death or bodily injury to persons or damage to property resulting or arising from Promoter’s use of the District Facilities.

PROMOTER

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT C

Event Fee Schedule (effective as of June 2, 2025)

APPLICATION FEE (due at time of submittal of Application / Non-Refundable)	
Promoter	Total Application Fee
Resident of Palisade Metropolitan District Nos. 1-2, Palisade Park North Metropolitan District Nos. 1-3, or Palisade Park West Metropolitan District	\$75.00
Non-Residents of Palisade Metropolitan District Nos. 1-2, Palisade Park North Metropolitan District Nos. 1-3, or Palisade Park West Metropolitan District	\$100.00
EVENT DEPOSIT	
Promoter	Total Event Deposit ¹
Resident of Palisade Metropolitan District Nos. 1-2, Palisade Park North Metropolitan District Nos. 1-3, or Palisade Park West Metropolitan District	\$75.00 per hour with a four (4) hour minimum ²
Non-Residents of Palisade Metropolitan District Nos. 1-2, Palisade Park North Metropolitan District Nos. 1-3, or Palisade Park West Metropolitan District	\$125.00 per hour with a four (4) hour minimum ²
¹ Event Deposit for the Amphitheater includes one (1) staff member of the District and basic venue amenities, including power, lighting, access to greenroom, and cleaning supplies.	
² Includes time needed for set-up, tear-sown, and clean-up.	
WASTE MANAGEMENT VIOLATION FEE	
The District may impose a fine up to the actual cost of cleanup plus \$250 for administrative costs.	

EXHIBIT C
VENDOR HANDBOOK

[TO BE ATTACHED]

Palisade Park Amphitheater Farmers' Market

Managed by Palisade Metropolitan District No. 2

Vendor Handbook

Palisade Metropolitan District No. 2 is a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The District is responsible for the operation, maintenance, and management of the Palisade Park Amphitheater and associated park (together, the “**Amphitheater**”) for the benefit of the residents of the Palisade Park community and the general public. The District, through its event manager (the “**Event Manager**”), will offer a variety of District sponsored programming, including the Palisade Park Amphitheater Farmers' Market (the “**Market**”).

Our Mission: To be an inclusive, eco-friendly open-air market and community forum, creating a place where people can come together. To support local businesses, to celebrate art and music, and to engage with our distinctive and diverse community. Our goal is to promote opportunities for community members, artists, musicians, and nonprofits to gather in the spirit of celebration and connectedness.

Participation in the Market means you, as a vendor at the Market (a “Vendor”), accept and agree to a certain degree of good vibes and agree to partner with all marketers in creating a fun, friendly, leave no trace, zero-waste event. By submitting your application, you agree to support and adhere to this Vendor Handbook and all rules and regulations of the District, including but not limited to the Park and Amphitheater Rules and Regulations (collectively, the “Rules and Regulations”) which can be found on the District’s website: <https://palisademetropolitandistricts.specialdistrict.net/>.

APPLICATIONS:

- All Vendors are required to register and complete the [online application](#).
- If a Vendor is invited to join us for selected Market dates they will be sent an invoice for all Vendor Fees (see below); application status will only be marked ‘*approved*’ once all Vendor Fees are paid in full.
- Space in the Market is sold on a first-paid basis. NO REFUNDS for cancellations, changes and/or no-shows.
- Vendors are required to provide AT LEAST 72 hours advance notice if they will not attend a scheduled Market date. Notice must be sent **via email to market@palisadeparkamphitheater.com** prior to 5 p.m. the Monday before the scheduled Market date.

MERCHANDISE:

- Reselling / importing products is not permitted at this time.
- The Event Manager has the right to ask Vendors to add, remove, or rearrange products from their booth at any time without refund or adjustment to Vendor Fees.
- The Event Manager and the District do not provide or guarantee exclusivity for any Vendor and/or merchandise/product types.

VENDOR FEES & DAILY FEE (INCLUDES SALES TAX):

- Vendor Fee and Daily Fee per 10 ft. x 10 ft. space (except for food trucks). Market season is 10+ dates:

Vendor Type	Vendor Fee	Daily Fee
Artist / Crafter / Designer / Jeweler	\$100 per season or \$20 per day	10% Gross Sales
Food Truck/Onsite Cooking Vendor	No fee	10% Gross Sales
Snack Food or Gourmet Food Vendor	\$100 per season	10% Gross Sales
Service Vendor	\$100 per season	10% Gross Sales
Non-Profit	\$15 per day	N/A
Farmer	\$50 per season	5% Gross Sales
Youth Vendor (17 and under)	\$20 per season	5% Gross Sales

- All Vendors, except for non-profits, must remit the Daily Fee to the Event Manager at the close of each Market event. To determine your Daily Fee, round your gross daily sales to the nearest dollar (e.g., \$254.30 in gross sales rounds to \$254.00) and record that figure on the paper form located in your Market envelope. The Daily Fee for the day is 10% of that amount (e.g., \$254.00 x 10% = \$25.40).
- Submit your Daily Fee by placing the appropriate amount of funds in the fee envelope along with your paper form and return the fee envelope to the Event Manager prior to exiting the Market for the day.
- The Market Manager will verify that your information and Daily Fee are properly submitted and will assist with any necessary troubleshooting. Failure to submit your information and/or Daily Fee will result in a \$10 late fee for every week not provided.
- The Daily Fee (10% of gross sales) is for the operation and promotion of the Market and the Market's total portion of the City and County of Broomfield, Colorado (the "City") sales tax. Because the sales tax is included as part of your Daily Fee, do not charge City sales tax to your customers. Vendors are responsible for collecting any applicable state sales tax.
- Inaccurate or fraudulent reporting jeopardizes the Market's future and thus your individual success at the Market. Vendors are expected to accurately report all sales, and risk expulsion for failure to do so. The Event Manager reserves the right to audit Vendor's sales at any time without prior notice.
- Other fees/fines:
 - Cancellation Fee (less than 72 hour notice provided): \$20.00
 - Late Arrival or Early Departure Fee: \$25.00
 - Litter/Waste Fine: \$25.00
 - Electricity Fee: \$25.00

OPERATIONS:

- The Market operates on scheduled dates RAIN or SHINE, SNOW or WIND; NO REFUNDS for Vendor Fees for cancellations or no-shows and fines as outlined above will be charged.
- LOAD-IN: Vendor set-up begins promptly at 2:30 p.m. Access ends at 3:30 p.m. - no vehicles will be allowed into the venue after this time. All cars must be out of the venue by 3:45 p.m.
 - → Check-in with Event Manager to confirm booth assignment, starting at 2:30 p.m.
 - → Drive to your assigned space. Your space will always be to the south of the numbered stall. Pull to the curb to unload, leaving a clear lane for other vehicles to move past you. **Vendors with OVERSIZED VEHICLES or TRAILERS should be on-site for load-in no later than 2:30 p.m. so as not to interfere with traffic flow and neighboring booths.**
 - → Quickly unload equipment/merchandise to the sidewalk and remove your vehicle from the venue immediately – **DO NOT begin set-up until your vehicle has been removed from the venue.**
 - → Park vehicles in designated Vendor parking areas and return by foot to your space to continue with the booth set up.
- **VENDOR PARKING** is located at the east side of the soccer fields.
- A \$25 LATE ARRIVAL FEE will apply for any Vendor that has not checked in with the Event Manager by 3:30 p.m. *No special exceptions.
- Setup and display must be completed by 3:45 p.m. Market opens at 4:00 p.m.!
- Vendors are required to leave booths set up and on display until the event closes at 7:00 p.m. – again, rain or shine or snow. **Light packing may be done - consisting of consolidating and organizing small or unused items. All large items such as canopies and tables must remain set up until 7:00 pm.*
- CLOSE OF MARKET procedure:
 - Vendors must stop selling at 7:00 p.m.
 - Breakdown canopy & displays and move all equipment/merchandise to the sidewalk so that a vehicle can be pulled up to the space.
 - Vendor vehicle access is not allowed until 7:00 p.m. (see LOAD-OUT procedures).
- LOAD-OUT procedure:

- Vendor area will be opened no earlier than 7:00 p.m. to Vendor vehicles, when the Event Manager determines it is safe and Vendors have broken down their booths to create sufficient passage for vehicles and room for active loading.
- Vendors may not wait in line for the venue to re-open – all traffic must continue moving so as not to block traffic or cause fire lane and public safety issues.
- **DO NOT drive into the venue until your booth and merchandise has been packed up and ready for loading.**
- Always drive slowly and cautiously, follow all traffic laws – BE PATIENT.
- Vendors are required to carry out their own trash as part of our zero-waste efforts. Any trash/litter that is left and/or not properly disposed of will result in a \$25 LITTER FINE
- Vendors agree to help educate Market attendees on our zero-waste efforts by pointing out zero-waste stations, encouraging our attendees to use them, and by setting an EXCELLENT example. **PLASTIC bags and single use plastic bottles are NOT PERMITTED at the Market.** Vendors may provide paper bags or reusable bags for customers.
- Price, terms of sale, etc. are between buyer and Vendor only. All Vendors agree to abide by fair business practices. The Market makes no guarantees of sales/revenues to any Vendor.

FOOD VENDORS:

Temporary Event Permit Guidelines for Vendors

Please refer to the online [Temporary Event Application](#) for detailed information regarding the procedures and guidelines applicable to all temporary events held within the City and County of Broomfield. The application outlines the specific circumstances under which Vendors are required to complete the application and obtain approval from the Broomfield Department of Public Health and Environment, including the need to apply for a Temporary Event permit.

Who is Required to Apply for a Temporary Event Permit at the Market?

Any retail food Vendor intending to sell food on a temporary basis within the City and County of Broomfield must complete the online Temporary Event Application (*unless* they fall under one of the exempt categories listed under “Scenarios That Do not Require a Temporary Event Permit,” below.). This requirement applies to:

- Retail food Vendors not currently licensed as a mobile unit by any Colorado county (excluding the City and County of Denver).
- Vendors not operating under the State of Colorado Cottage Foods Act.
- Vendors selling meat products that are certified with the USDA approval label.
- Mobile Vendors licensed by the City and County of Denver who wish to operate in Broomfield on a temporary basis.
- Participants who wish to operate in temporary events, farmers markets, and other non-fixed retail food settings.
- Vendors with a valid 2025 Colorado Mobile Retail Food Establishment License (excluding licenses issued by the City and County of Denver): If your mobile retail food license was issued by the City and County of Broomfield or any other Colorado county (except Denver), you are approved to operate in Broomfield and do not need to reapply to operate at the farmer's market, however, **please note: you must provide proof of a valid 2025 Mobile Retail Food Establishment License by submitting a copy of the license to the Temporary Event Application.** If your mobile unit has a fire suppression system or has appliances that produce smoke or grease-laden vapors, proof of a fire inspection/permit issued within the last year may also be required to upload to the online application.

Scenarios That Do Not Require a Temporary Event Application

The following vendor categories are exempt from completing the Temporary Event Application:

- **Vendors operating under the Colorado Cottage Foods Act:** No health department approval is required, provided the products sold are eligible under the [Cottage Foods Act](#) and the operator complies with all associated requirements. Click [here](#) to access the state’s Cottage Foods checklist, which outlines approved (foods that do not require refrigeration for safety) versus non-approved food items.
- **Vendors selling raw, uncut agricultural products:** No permit is necessary for vendors selling whole, uncut products, such as fresh fruits and vegetables.

- **Microgreens** are considered raw agricultural products under the Produce Safety Rule. Cutting the edible portion during harvest is classified as a "harvest cut" and does not require a license. For more information, please visit the [Colorado Department of Agriculture Produce Safety page](#).
- All permits must be displayed in your booth or you will not be allowed to offer prepared or sampled foods on site.
- Food Vendors preparing items with the use of propane and/or electricity must be pre-approved in the application process. Space is limited. Additional fees may apply.
- Propane cooking equipment must be 5 ft. from the public and 5 ft. from both your & your neighbors' canopies or structure and be secured with caution tape. The Event Manager has allowed for these space requirements in your placement.
- All service items must be recyclable/compostable.
 - **No styrofoam.**
 - **No plastic swords, toothpicks or umbrellas.**
 - **No individual ketchup or other condiment packets.**
 - **No plastic straws**
 - **No single-use plastic (bottled water).**
- Canned drinks are permitted and encouraged! (NO single-use of plastic or glass bottles).
- Vendors **MAY NOT SELL** single use plastic water bottles. **FREE WATER** is offered by the Event Manager at the information booth. Vendors are encouraged to sell canned or boxed water.

BOOTH SET UP:

- All equipment needed, including canopies/umbrellas, umbrella stands & base weights, tables/chairs, power cords and items are the sole responsibility of the Vendor. **No equipment is provided by the District or the Event Manager.**
- Spaces are 10 ft. x 10 ft. in size on grass. Space dimensions are monitored and Vendors are not permitted to set up merchandise outside the dimension of the booth space they are assigned.
- Canopies and umbrellas are acceptable for use, assuming they fit within the 10 ft. x 10 ft. space. **A 50 lb. base weight is MANDATORY for EACH LEG of your canopy**, and will be checked upon arrival. Weight requirements are double if you have side-walls on your canopy. Vendors that do not have proper weights will not be permitted to use their canopy. Weights must be secured/tied to the top of each leg.
- Vendors are **NOT** permitted to play music in their booths or create any type of disturbance that is audible in an adjacent booth.
- Outside alcohol is not permitted anywhere in the event venue.
- The Event Manager reserves the right to move or reassign vendor locations to enhance or facilitate the event structure and/or safety as deemed necessary. **Booth requests and assignments are never guaranteed and are subject to change without notice/refunds.**

ELECTRICAL:

- A limited number of spaces are available with access to electricity, which must be requested and approved in the application process (be sure to select Electricity on your application – an additional \$25 **ELECTRICITY FEE** will apply).
- For those Vendors who applied, paid, and are approved for electricity, you will be provided access to **ONE** outlet with a **MAXIMUM DRAW of 1800 WATTS**. This is non-negotiable and additional wattage will not be permitted. **NO REFUNDS**.
- Power cords are **NOT** provided and are the sole responsibility of the Vendor. If you have been approved and paid for electrical, we recommend bringing:
 - Minimum 75-foot-long cord;
 - Designed for outdoor use;
 - 16 Amp rating;
 - 10 wire gauge (the lower the number the better); and
 - Rugs to cover your cords where it crosses pedestrian walkways.
- Generators are **NOT** permitted at the Market, with the exception of approved food trucks.

INDEMNITY:

The Palisade Metropolitan District No. 2, PPA Productions, LLC, as the Event Manager, Surf Palisade Amphitheater, LLC, as the underlying property owner, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”) are not liable for any injury, theft, or damage to the Vendor or their property, arising out of or pertaining to preparation for or participation in the Palisade Park Amphitheater Farmers’ Market; whether such injury, theft or damage occurred prior to, during, or after the hours of operation of Palisade Park Amphitheater Farmers’ Market. Vendor further agrees to indemnify and hold harmless the Indemnitees for and against any and all claims for such injury, theft and/or damages to the fullest extent permitted by law. Vendor assumes full liability for their vehicles, structures, fixtures and the product(s) they market or sell and, by participation in the Palisade Park Amphitheater Farmers’ Market, hereby agree to hold the Indemnitees harmless against any and all claims such as but not limited to: injury, theft, or damage by any buyer, seller, or other persons resulting from or pertaining to the use, consumption, marketing tactics, display, negligence, or disposition of Vendor’s products, vehicles, fixtures, or structures to the fullest extent permitted by law.

OTHER:

The Event Manager has the authority to ask any Vendor to remove himself/herself and/or any product from the Palisade Park Amphitheater Farmers’ Market and reserves the right to refuse acceptance, participation, and continued participation (without refund) to any Vendors who do not comply with the Vendor Handbook or the District’s Rules and Regulations and/or do not meet Palisade Park Amphitheater Farmers’ Market standards which include, but are not limited to, all local, City, state, and federal laws.

FEE SCHEDULE:

Vendor Type	Vendor Fee	Daily Fee
Artist / Crafter / Designer / Jeweler	\$100 per season / \$20 per day	10% Gross Sales
Food Truck/Onsite Cooking Vendor	No fee	10% Gross Sales
Snack Food or Gourmet Food Vendor	\$100 per season	10% Gross Sales
Service Vendor	\$100 per season	10% Gross Sales
Non-Profit	\$15 per day	N/A
Other Fees/Fines		
Cancellation Fee (less than 72 hour notice provided)		\$20

Vendor Type	Vendor Fee	Daily Fee	By
Late Arrival or Early Departure Fee		\$25	
Litter/Waste Fine		\$25	
Electricity Fee		\$25	

applying to and participating in the Market, Vendors agree to all Rules and Rules outlined above and the following policies:

Non-Discrimination Policy:

The District and the Event Manager prohibit discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program.

Commitment to Good Vibes:

In no way will my staff or I antagonize or mistreat another vendor or Market patron or the Event Manager during the Market.. Should this occur, I understand that I have waived my rights as a Vendor, shall be removed from the venue, and no refund shall be given.