



**LAKE PUEBLO STATE PARK
SPECIAL USE AGREEMENT**

**Application Instructions
for Commercial Use of
Lake Pueblo State Park**

2024

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LAKE PUEBLO STATE PARK SPECIAL USE AGREEMENTS - INTRODUCTION

A Lake Pueblo State Park Special Use Agreement (SUA) is required when anyone intends to make use of the public lands and waters within the boundaries of Lake Pueblo State Park for business or financial gain. Lands and waters include those identified in the Lake Pueblo State Park Management Plan and any future acquisitions that may occur.

When any person or business, or employee or agent of same makes or attempts to make a profit, salary, increase his or her business or financial standing, or supports in any part other programs or activities, from amounts received from or for services rendered to clients or participants in an activity taking place within Lake Pueblo State Park, the use will be considered commercial, and a valid Special Use Agreement is required.

The capturing of images is considered a commercial operation if it involves the filming, videotaping, or still photography with the intent of resale. This includes imaging of a participant involved in recreational activities occurring on public land or waters within Lake Pueblo State Park. The location of the recreational activity being photographed, not necessarily the location of the camera or photographer, may be the determining factor for requiring an SUA. If the recreational activity and the capturing of images occur on public lands or waters within Lake Pueblo State Park, an SUA is required. In this case, there is a clear commercial correlation between the photographer, the recreational participant, and the recreational activity occurring on public lands or waters within Lake Pueblo State Park.

Persons or businesses conducting more than one commercial activity within Lake State Park (for example, both commercial guided fishing operations and commercial photography operations) are required to obtain separate Special Use Agreements and maintain separate records of each operation.

Persons or businesses including Special Use Agreement contractors, conducting events must complete the Special Activity Agreement process for each event. If approved contractors wish to host events, approval for events must be specifically written into their Special Use Agreement.

Commercial use which conflicts with area management plans will not be approved.

THE SUA APPLICATION PROCESS

- Persons or businesses interested in obtaining a Special Use Agreement must first submit a Special Use Agreement (SUA) Application packet (see Appendix A). **SUA Application packet is due by close of business October 31st, 2023.**
- This application will be reviewed by park staff and a draft Special Use Agreement will be sent back to the applicant for review.
- An applicant may not operate until a signed Special Use Agreement has been issued.
- Submission of a SUA Application does not guarantee approval and commercial use which conflicts with the Park Management Plan will not be approved.

SPECIAL USE AGREEMENT APPLICATION INSTRUCTIONS

Fill the application out completely. Please type or print clearly. Complete all sections.

- 1) **BUSINESS INFORMATION:** List the official name of the Business and the Outfitter d.b.a., if applicable. Identify the business entity as a Corporation, Partnership, Sole Proprietorship, etc. Be sure to list a current valid mailing address, a physical address, e-mail address and a winter e-mail and/or mailing address if applicable. Event day cell phone is important for park staff to reach a representative of the commercial operation in the field while conducting business on CPW property.
 - a. **NOTE:** The Applicant is considered the Authorized Officer of the Business. The Applicant should have application and signature authority for the business entity and will receive all correspondence. The signature page of the Agreement will require the Applicant's signature. Identify the Applicant's position within the business entity.
- 2) **TYPE OF ACTIVITY:** Choose one type (Guided Fishing, Food Concessions, etc.) for each Application. Persons or businesses conducting more than one commercial activity within Lake Pueblo State Park (for example, both commercial guiding fishing operations and commercial photography) are required to obtain separate Special Use Agreements and maintain separate records of each operation.
 - a. Description of Goods/Services to be provided to the public on CPW Property should include all proposed activities the applicant anticipates within the scope of the commercial operation.
 - b. Description should include the term of the operations on CPW property bearing in mind that SUAs require approval annually and cycle based on the calendar year.

- c. Please provide all list of prices for all goods/service to be provided by the commercial operation.
 - d. All marketing materials pertaining to the commercial operation that include the name of the property (Lake Pueblo State Park), agency (Colorado Parks and Wildlife), department (Department of Natural Resources), or the State of Colorado must be approved prior to distribution.
- 3) **ADDITIONAL INFORMATION:** Additional information will likely be required depending on the nature of the commercial operation. Upon review of the application by Park Management, a checklist will be sent to the applicant that details which information is required. The following sections detail these requirements. If the applicant anticipates the need for any information on the checklist, it may be submitted with the application to expedite the process.
- 4) **SUBMISSION OF SUA APPLICATION PACKET**
- a. SUA Application packets may be submitted via email to lake.pueblo.park@state.co.us
 - b. The Application review may take up to 30 days.
 - c. **Incomplete application packets will not be considered received until all materials are submitted.**
 - d. Upon review of the application, Park Management will email the applicant a draft Special Use Agreement with proposed terms, fees, and scope.
- Examples of the draft Special Use Agreement can be found in Appendix B

SPECIAL USE AGREEMENT CHECKLIST TEMPLATE - Checklist on page 13

- a . Submit a completed Lake Pueblo State Park Special Use Agreement Application (SUA Application).
- b . Submit Contractor's Operating Plan for all commercial operations. **See Contractor's Operating Plan Instructions on Page 7 of this document. Actual document on page 15.**
- c . Submit a copy of current required licenses. **See License and Registration found on page 8 of this document.**
- d . Submit a copy of the current brochure, price list, and business website addresses.
- e . Submit a list of all Contractor owned and non-owned vehicles to be utilized in commercial operations. **The Vehicle List form is on page 17 of this document.**
- f . Submit a list of all qualified guides or instructors. **The Guide/Instructor List form is on page 18 of this document.**
- g . Submit Certificate(s) of Insurance as required. **Carefully review the insurance requirements found on pages 9-12 of this document. Print these pages and physically give them to your insurance agent to ensure insurance requirements are met. If you do not have employees or transport clients on park, please request exemption forms.**
- h . Submit fee payment. **Applicant must pay \$250.00 at time of application approval. Payment may be check, cash or credit card.**
- i . Submit Special Use Agreement with original signature.

Incomplete applications will not be processed. Minimum application processing is thirty (30) days. The Contractor must then receive approval from the Division to commence operations.

SPECIAL USE AGREEMENT CHECKLIST INSTRUCTIONS

1. Review the Agreement in its entirety.
2. Notify Lake Pueblo State Park of any errors. Do not make corrections on your own.
3. An original signature is required on the last page of the Agreement.
4. Submit all items of the checklist with the signed Agreement. **Do not send items separately.** This will delay processing.

CONTRACTOR'S OPERATING PLAN INSTRUCTIONS

PROPOSED ACTIVITIES: In general, describe what type of activity will be offered. Describe the company's intended operations and uses of Public Lands and Waters as they pertain to Lake Pueblo State Park. Provide descriptions of all proposed activities. Include operations on and off Public Lands and Waters (i.e.: Locations where guests are met and shuttled from). The Contractors Operating Plan should include, but is not limited to:

- Day-To-Day Operations
- Multi-Day Use
- Requested Events
- Put-Ins and Take-Outs
- Meeting Guests at Lake Pueblo State Park Sites
- Lunch Stops
- Camp Sites
- Hours of Intended Operations
- Subcontracted Operations
- Instructional Classes
- Services for People with Disabilities
- Services for Other Special Populations
- Physical Location (addresses) of All Operation Centers the company will utilize to Conduct Business
- Temporary Facilities, Caches, or Staging Areas
- Hazard Identification (i.e. Scouting Locations)
- Emergency Contacts

LICENSE AND REGISTRATION INFORMATION

Any Contractor involved in the taking of fish on public lands: A copy of a current Colorado Outfitters Registration issued by the Office of Outfitter Registration is required.

Any Contractor involved in providing SCUBA diving instruction: A copy of a current PADI Divemaster or Assistant Instructor Certification or equivalent rating through an approved National SCUBA Training Council agency.

Any Contractor utilizing State Wildlife Areas: A Wildlife Special Use Permit may be required.

Any Contractor involved in providing SUP instruction: A copy of a current ACA or equivalent Paddleboard Instructor Certificate.

SUBMISSION OF COMPLETED AGREEMENT PACKETS

Original copies only will be accepted. No facsimiles or scans.

Signed Agreements must be submitted to:

**Lake Pueblo State Park
Attn: Cheyenne Vasquez
640 Pueblo Reservoir Rd
Pueblo CO 81005
Phone: 719-561-9320**

The Division requires a thirty (30) *day turnaround* for processing each Agreement, if the Agreement Packet is complete when submitted.

INSURANCE REQUIREMENTS

Special Use Agreement holder shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Holder and the State.

Worker's Compensation

Worker's Compensation Insurance as required by State statute and Employer's Liability Insurance covering all of Holder or its subcontractor's employees acting within the course and scope of their employment. If your organization does not have employees and are exempt from the State of Colorado Workers' Compensation requirements, return the appropriate exemption form.

General Liability

Commercial General Liability Insurance written on ISO occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) used by Holder or its agents with a minimum limit of \$1,000,000 each accident combined single limit. If your organization never transports clients on Lake Pueblo State Park with a work vehicle, return the appropriate exemption form (attached).

Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Holder and Subcontractors.

Primacy of Coverage

Coverage required of Holder and Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Holder and Holder shall forward such notice to the State within 7 days of Holder's receipt of such notice.

Subrogation Waiver

All insurance policies secured or maintained by Holder or its Subcontractors in relation to this SUA shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Holder or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

Public Entities

In the event that Holder is a "public entity" within the meaning of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S. (the "GIA"), Holder shall, in lieu of the liability insurance requirements stated above, maintain at all times during the term of this SUA such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Holder shall ensure that the Subcontractor maintain at all times during the terms of this SUA, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

Certificates

Holder shall provide to the State certificates showing Holder insurance coverage within 7 Business Days following the Effective Date of this SUA. Holder shall provide to the State certificates showing Subcontractor insurance coverage within 7 business days following the Effective Date of this Contract, except that in the event Holder's subcontract is not in effect as of the Effective Date, Holder shall provide to the State certificates showing Subcontractor insurance coverage within 7 business days following the Holder's execution of the subcontract. No later than 15 days before the expiration date of any Holder or Subcontractor coverage, Holder shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this SUA, upon request by the State, Holder shall, within 7 Business Days following such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this.

**** HELPFUL HINT****

Make sure the certificate holder is listed as follows:

**State of Colorado and US Government
Attn: Lake Pueblo State Park
640 Pueblo Reservoir Rd
Pueblo CO 81005**

AND named as additional insured or additional named insured as the Certificate Holder. Insurance must be written on an Accord 25 (2001/08) Certificate of Liability Insurance form.

Examples of verification language in the description box to cover Waivers of Subrogation for General Liability and Auto Liability.

“General Liability and Auto Liability Waiver of Subrogation applies in favor of State of Colorado and U.S. Government as required by contract”.

Examples of verification language in the description box to cover Primacy of Coverage for General Liability.

“General Liability Primary Additional Insured applies in favor of State of Colorado and U.S. Government as required by contract.”

Certificate of Insurance Example



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 21/22 COI** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	Y		7/23/2021	7/23/2022	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N				PER STATUTE	\$
			N/A				OTHER	\$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability Primary Additional Insured applies in favor of State of Colorado and U.S. Government as required by contract.
 - Waiver of Subrogation

CERTIFICATE HOLDER State of Colorado and US Government Lake Pueblo State Park 640 Pueblo Reservoir Road Pueblo, CO 81005	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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APPENDIX A - FORMS



**COLORADO PARKS AND WILDLIFE
2024 Special Use Agreement Checklist**

Lake Pueblo State Park

MINIMUM APPLICATION PROCESSING IS 30 DAYS

BUSINESS INFORMATION

Legal and Common Business Name(s):

Business Owner(s) Name:

Special Use Agreement Number:

***Items should be submitted as one complete SUA packet**

- a ._____ Submit Special Use Agreement Application.
- b ._____ Submit a Contractor's Operating Plan for all commercial operations.
- c ._____ Submit a copy of current required licenses/certifications.
- d ._____ Submit a copy of the current brochure, price list, and business website addresses.
- e ._____ Submit a list of all vehicles to be utilized in commercial operations.
- f ._____ Submit a list of all qualified guides or instructors.
- g ._____ Submit a Certificate(s) of Insurance as required.
- h ._____ Submit fee payment of \$250.00.
- i ._____ Submit Special Use Agreement with original Signature.

Incomplete applications will not be processed. Minimum application processing is thirty (30) days. The Contractor must then receive approval from the Division to commence operations.

SPECIAL USE AGREEMENT CHECKLIST INSTRUCTIONS

- 1. Review the Agreement in its entirety.
- 2. Notify Lake Pueblo State Park of any errors. Do not make corrections on your own.
- 3. An original signature is required on the last page of the Agreement.
- 4. Submit items b. through i. of the checklist with the signed Agreement. **Do not send items separately.** This will delay processing.

APPENDIX A - FORMS



COLORADO PARKS & WILDLIFE

Return to Lake Pueblo State Park
 Attn: Cheyenne Vasquez
 640 Pueblo Reservoir Road • Pueblo, Colorado 81005
 Phone: 719-561-9320 • lake.pueblo.park@state.co.us

Special Use Agreement Application Business Information

Business Name:	d.b.a.		
Business Entity: (Corporation, Partnership, Sole Proprietorship, etc.)			
Business Mailing Address:	City:	State:	Zip:
Business Physical Address (if different):	City:	State:	Zip:
Business Phone Number:	Other Phone Number:		
Public e-mail Address: (for distribution to the general public)	Lake Pueblo e-mail Address: (for Lake Pueblo correspondence)		
Business Internet Website:			
Social Media Platforms and Handles:			

Applicant Information

Applicant Last Name:	Applicant First Name:	Applicant Middle Initial:
Applicant Date of Birth:	Applicant's Position:	
Contact Person:	Contact Person Email:	Contact Person Phone:
Type of Activity		
Choose One:		
<input type="checkbox"/> Boat/Guiding on Reservoir	<input type="checkbox"/> Walk/Wade Arkansas River	Other _____
<input type="checkbox"/> Rental	<input type="checkbox"/> Food Concessions	

CERTIFICATION OF INFORMATION: I certify that the information given by me in this Application is true, complete, and correct to the best of my knowledge and belief and is given in good faith. I acknowledge that I (we) am (are) required to comply with any conditions and attachments that are required by the authorized agent when the Agreement is issued.

Applicant Signature:	Date:
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APPENDIX A - FORMS

**Lake Pueblo State Park
Operating Plan**

APPENDIX A - FORMS

**Lake Pueblo State Park
Operating Plan Continued**

APPENDIX A - FORMS

**Lake Pueblo State Park
Vehicle List Form**

List all vehicles utilized in commercial operations.

	List the Vehicle Year	List the Vehicle Make	List the Vehicle Model	List the Vehicle License Plate
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

APPENDIX A - FORMS

Lake Pueblo State Park Guide/ Instructor List Form

Name :

Name :

List must be updated within 2 weeks of hiring or releasing employees.

APPENDIX A - FORMS

**AUTOMOBILE LIABILITY INSURANCE
EXEMPTION FORM
Lake Pueblo State Park**

Date: _____

I, _____ do hereby state that
as the owner of _____, the company does
not utilize vehicles owned, hired or leased by the said company to
transport clients onto Lake Pueblo State Park. Therefore is exempt from the
State of Colorado Automobile Liability Insurance requirements.

Signature: _____

Print Name: _____

Company: _____

Address: _____

Telephone: _____

APPENDIX A - FORMS

STATEMENT OF EXEMPTION FROM WORKERS' COMPENSATION LAWS

Date _____

I, _____,

do hereby state that as the owner of

_____, the company has
(Company Name)

NO EMPLOYEES and therefore is exempt from the State of Colorado
Workers' Compensation requirements.

I also understand that it is my responsibility in the hiring of
subcontractors to make certain that they are in compliance with the
State of Colorado Workers' Compensation insurance requirements.

Signature : _____

Print Name : _____

Company : _____

Address : _____

City,State,Zip : _____

APPENDIX B - TEMPLATES

STATE OF COLORADO
acting by and through the
Department of Natural Resources
for the use and benefit of the Division of Parks and Wildlife
and the Parks & Wildlife Commission

SPECIAL USE AGREEMENT

With

AGREEMENT HOLDER

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1. PARTIES

This special use agreement ("SUA") is entered into by the State of Colorado, acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission (the "State") and **AGREEMENT HOLDER** ("Holder"). The Parties hereby agree to the provisions set forth in this SUA.

2. EFFECTIVE DATE

This SUA shall not be effective or enforceable until the Effective Date as defined in §4.E. The State shall not be liable to Holder for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this SUA exists pursuant to CRS §§ 33-1-104, 105, § 33-10-107, and § 33-9-101, *et seq.* All prior reviews and approvals have been obtained.

APPENDIX B - TEMPLATES

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein, cash payments set forth in this SUA by Holder to the State, and other good and valuable consideration are sufficient and adequate to support the granting of this SUA.

C. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Property Map), **Exhibit B** (SUA Area Map), **Exhibit C** (Operating Agreement), certificate of insurance, Holders operating plan, copy of holders current brochure, price list and/or website, list of all Holder owned and non-owned vehicles to be utilized on the Properties, and a list of all qualified guides and instructors and their certifications/licenses operating on the Property.

D. Purpose

This SUA is entered into between the Parties to allow Holder to **ACTIVITY DESCRIPTION**

E. References

All references in this SUA to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

A. Accident

“Accident” means any activity, event, action, or omission, occurring on the Property, which results in injuries causing unconsciousness, the need for a physician’s attention, loss of life to any person, the disappearance of any person engaging in an Approved Use, or the destruction of property.

B. Approved Use

“Approved Use” means the following activities Holder is allowed to perform under this SUA:
APPROVED USE

C. CRS

“CRS” means the Colorado Revised Statutes as amended.

D. Commercial Operation

“Commercial Operation” means the receipt of compensation, financial or business gain, in any form and manner for activities and services offered by Holder in connection with the Approved Use.

E. Effective Date

“Effective Date” is the date on which this SUA is approved and signed by the State.

F. Hazardous Substances

“Hazardous Substances” means (i) any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State or the United States Government; (ii) any material or substance defined as a hazardous substance under State law; (iii) any material or substance defined as a hazardous substance pursuant to §311 of the Federal Water Pollution Control Act (33 U.S.C. §1321); (iv) defined as a hazardous waste pursuant to §1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. §6903); (v) defined as a hazardous substance pursuant to (iii) 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C.

(iv)9601); or (vi) defined as a regulated substance under subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. §6991).

G. Party or Parties

“Party” means the State or Holder and “Parties” means both the State and Holder.

H. Property

“Property” means the real property controlled by the State (through fee title, leasehold, easement, legislative declaration, cooperative agreement, or otherwise), and commonly referred to as Lake Pueblo State Park, which is generally depicted for illustrative purposes only in **Exhibit A**.

APPENDIX B - TEMPLATES

I. Record Retention Period

“Record Retention Period” means the period beginning on the Effective Date and ending on whichever of the following events is last to occur: (i) a period of three years after the date this SUA expires or is sooner terminated; (ii) all final payments as required under §7 have occurred; (iii) all pending matters relating to this SUA have been resolved; (iv) if an audit is occurring or Holder has notice that an audit is pending, until such audit has been completed and its findings have been resolved.

J. State Improvements

“State Improvements” means such permanent and/or semi-permanent fixtures, facilities, structures, and earthwork currently existing in the SUA Area on the Effective Date.

K. SUA

“SUA” means this special use agreement, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this SUA, and any future modifying agreements, exhibits, attachments, or references incorporated herein pursuant to Colorado state law, state fiscal rules, and state controller policies.

L. SUA Area

“SUA Area” means that portion of the property, depicted in **Exhibit B**, on which Holder may perform the Approved Use.

M. Total Gross Receipts

“Total Gross Receipts” means value received by Holder from its Commercial Operation relating to the Approved Use during the duration of this SUA. “Total Gross Receipts” includes, but is not limited to, income by cash, barter, and credit realized by, or accruing to Holder and/or Holder’s agents for all sales of goods and services provided under this SUA and advanced deposits for commercial trips, transportation, meals, equipment inclusive in the cost of the trip, access fees and other goods or services identified by the State. The term also includes income from subsidiaries or other operations occurring outside the SUA Area if they support operations authorized by this SUA.

5. TERM AND TERMINATION

A. Term of Use

The term of this SUA is for a period of **TIME FRAME** beginning on **BEGIN DATE** and expiring on **END DATE**, unless sooner terminated as provided for herein.

B. Termination

Either Party may terminate this SUA after providing 30 days written notice in accordance with §15. Exercise by either Party of its right to terminate under this §5.B shall not be deemed a breach of its obligations hereunder. In the event of termination by either Party, Holder shall pay the State all amounts owed under this SUA within 30 days of the termination date.

C. Emergency

Notwithstanding the rights set forth in §5, the State may immediately terminate this SUA should the State find, in its sole discretion, that the public health, safety, or welfare imperatively require such emergency action. No advanced notice shall be required by the State for actions taken pursuant to this §5.C. If this SUA is terminated pursuant to this §5.C, Holder shall pay the State all amounts owed under this SUA within 30 days of the termination date.

6. GRANT OF APPROVED USE, OBLIGATIONS, AND RESTRICTIONS

The State hereby grants Holder, including its employees, officers, agents, and other authorized representatives, the Non-Exclusive right to access and occupy the SUA Area for the Approved Use. This right shall be limited by the provisions set forth in this SUA and does not grant any additional rights or licenses in Holder or any of Holder’s employees or clients to uses or activities. In addition to having the right to conduct all activities reasonably attendant to the Approved Use, the Parties shall have the following rights subject to the following duties and restrictions:

APPENDIX B - TEMPLATES

A. Holder Compliance with State Rules and Regulations

Holder shall comply with all State statutes, regulations, and restrictions including those set forth in the operating agreement attached as **Exhibit C**.

B. Improvements

i. State Improvements

Holder shall not use any State Improvements for the Activities except as allowed under this **§6.B.i**. Holder is solely responsible for repairing or paying for any damages occurring during business operations on the Park, and keeping in good condition all State Improvements it uses. Holder may use the following State Improvements: Any State improvements that are otherwise publicly available for use.

ii. Holder Improvements

Holder shall not construct any buildings, structures, or make improvements of any kind, temporary or permanent, on the SUA Area absent written consent of the State. Upon termination of this Agreement, in the sole discretion of the State, any improvements Holder makes shall either:

a) State Owned

Become the property of the State without any compensation to Holder. Holder may not rely on any statements or representations by any State employees that obviate the necessity for State Controller approval (*see* CRS §24-30-202). Holder acknowledges that any improvements it makes are at Holder's sole financial risk and are a business decision by Holder.

b) Removed

Be removed by Holder within 90 days and the SUA Area restored to its condition before such improvements were made, all at Holder's sole cost and expense.

C. Injuries and Damages

Holder shall supply all necessary manpower and equipment to safely perform the Approved Uses granted herein. In the event of an Accident involving Holder, Holder's employees, or customers, Holder shall notify the State by telephone or other reasonable means within 24 hours and submit a follow-up written report, e-mailed or postmarked, within five business days of the Accident.

D. Inspection

The State, the federal government, and governmental agencies having jurisdiction may, in their sole discretion, monitor all Activities conducted by Holder using any reasonable procedures, including, but not limited to: inspection of books and records (including records in **§6.Q**), on-site checking, formal audit examinations, or any other procedures prescribed by law. All monitoring controlled by the State shall be performed in a manner that does not unduly interfere with the Activities.

E. Limit of Use to SUA Area

The Activities shall not extend past the SUA Area. Except for the uses specified herein, no other special access privileges or rights to use other land, water, fixtures, or personal property of the State is expressed or implied and Holder and its customers or clients shall only have access to such other land, water, fixtures and personal property, if any, as is otherwise allowed to, and according to the same terms and conditions that may apply to any member of the general public.

F. Limitations on Use

i. Non-Interference

Holder, and any of Holder's agents, employees, or clients shall not interfere with other uses on lands and waters at the Property including but not limited to grazing, mining, and other recreational, commercial, or private uses.

ii. Sales

Holder shall not sell equipment, fishing supplies, fishing tackle, food, or any other items while on the Property.

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G. Maintenance

Holder shall keep the SUA Area in substantially the same condition as it was prior to engaging in the Approved Use, including but not limited to, keeping the SUA Area in safe and good order, removing all litter, trash, and debris caused by Holder, daily inspections, and disposal of refuse. Holder shall continually control all noxious weeds resulting from surface disturbances associated with the Approved Use. Noxious weeds are those undesirable plant species designated to be “noxious weeds” pursuant to CRS § 35-5.5-101, et seq., or any other applicable law, rule, or regulation. If the SUA Area, State facilities, or the Property generally is damaged as a result of actions or omissions of Holder, Holder’s employees, and/or guests, Holder shall make all repairs at its sole cost.

H. Operating Plan

Holder shall develop an operating plan detailing all Holders’ operations pertaining to the performance of the Approved Use. Said plan shall be sufficiently detailed, written, and submitted to the State on or before the Effective Date. Holder shall receive written approval from the State prior to engaging in the Approved Use. Any changes to the operating plan shall be submitted as a request to the State in writing and shall only take effect if approved by the State in writing.

I. Outfitter Registration

If providing hunting or fishing guide services, holder shall obtain and maintain Colorado Outfitters Registration during the duration of the term for this SUA. Holder shall provide evidence of current Colorado Outfitters Registration at the request of the State.

J. Park Property

Holder and Holder’s agents, employees, subcontractors and guests shall not destroy, deface, remove, or disturb any building, sign, equipment, or other property or cultural sites, historic structures, natural features of the land vegetation or wildlife habitat located on the Property.

K. Personnel Conduct, Service Standards, and Equipment

Holder and Holder’s agents, employees, subcontractors, and guests shall treat all employees of the State, members of the general public, and commercial entities with civility and courtesy while on the Property. Holder shall provide service and equipment in accordance with the highest industry standards as determined by CPW. Holder shall remedy any violation of this §6.K within 10 days after receiving notice from the State.

L. Pre-Existing Rights

This SUA is subject to any and all previously granted easements, rights-of-way, licenses, and conveyances, recorded or unrecorded. It is Holder’s sole responsibility to determine the existence of any rights, uses or installations conflicting with Holder’s use of the SUA Area. Holder shall not interfere with any use in the SUA Area by any other party holding a senior or equal interest in the Property.

M. Public Use

Throughout the term of this SUA, the Property, including the SUA Area, shall continue to be open and available to the public for State purposes.

N. Reserved Rights by the State

The State reserves all rights not specifically conveyed under this SUA, including the right to use and occupy the Property burdened by this SUA for any purpose not inconsistent with, and which does not materially interfere with, Holder’s Approved Use. Said rights include, but are not limited to:

i. Access

Continuing access for State staff for administrative and other purposes consistent with the the State’s mission and purpose.

ii. Additional SUAs

Entering into SUAs with third parties which encroach upon, or occur within, the SUA Area.

iii. Closure

Closing various facilities, sites, river and reservoir sections, and any other area on the Property to public use when, in the State’s sole discretion, the State deems it necessary because conditions,

APPENDIX B - TEMPLATES

including natural, budgetary, or man-made, present: **(a)** a safety risk to the public, **(b)** will cause damage to the Property or resources, or **(c)** the State determines closure to be financially necessary. The State is not liable to Holder for loss of profit or other damages resulting from such closure. Holder shall observe and comply with such closures upon notification by way of writing, posting, or otherwise.

iv. Visitation

Continuing current and adopting future use regulations for the Property. The Property shall generally remain available on a first-come-first-serve basis to as many other commercial and private users as desire to use it. Irrespective of whether or not Holder is the first Holder at the Property, Holder is not granted any exclusive rights except as explicitly set forth herein.

v. Water Rights

The State retains the rights to use any and all water rights related to the Property owned, leased, or otherwise controlled by the State.

O. Soliciting and Advertising

i. Approval

All notices and advertising, including but not limited to signs, statements, circulars, stationary, brochures, post cards, press releases, displays, print and electronic media, and websites used by Holder or its agents in connection with the Approved Use shall be submitted to the State for approval before being displayed, distributed, or used.

ii. Rates

All advertised rates shall represent the total cost of Holder's goods and/or services including use fees. Holder shall charge the public and all State employees the same rates and prices for all goods and services Holder offers. Any discounts offered shall be made available without discrimination to all persons and organizations.

iii. Representations

All notices, and advertising, including but not limited to signs, statements, circulars, stationary, brochures, post cards, press releases, displays, print and electronic media, and websites used by Holder or its agents shall accurately represent the Approved Use and related goods and services provided by Holder under this SUA, the status of this SUA, and the area covered by this SUA. Holder and its agents shall not represent Holder as an agent of the State, or any of its agencies, or use any symbols, seals, or other items of identity of the State, or any of its agencies. Holder's agent shall disclose that said goods and services are provided by Holder, not the agent.

P. Storage

Holder shall not store any materials, equipment, or other personal property on the Property not necessary for the Approved Use. Holder shall only store materials and equipment necessary to perform the Approved Use in a location and manner approved by the State.

Q. Holder Records

i. Inspection

Holder shall make available to the State all records required to be maintained under §6.Q.ii for the duration of the Record Retention Period. The State shall have the right to conduct financial audits on Holder between **BEGIN DATE** and **6 MONTHS POST END DATE**. If an audit conducted by the State reveals a credit due to Holder, the State shall process a refund request affidavit. In the event that an audit reveals a balance due to the State, Holder shall pay the balance due within 30 days of notification by the State. If an external audit is performed on Holder's records for any fiscal year covering a portion of the term of this SUA, Holder shall submit a copy of the final audit report to the State within 10 days of completion of said audit.

ii. Maintenance

Holder shall make, keep, and maintain a complete file of all records, documents, notes and other written materials, electronic media files, and communications pertaining in any manner to this

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SUA and the rights and obligation set forth therein. Holder shall maintain all records for the duration of the Record Retention Period.

iii. Standard

Holder shall make and maintain all financial records using generally accepted accounting principles and standards.

R. Holder Reports

Holder shall submit to the State the following reports and documents in the manner set forth in this §6.R:

i. Brochure and Price List

On or before the Effective Date of this SUA, Holder shall provide the State with copies of all current brochures and price lists used by Holder. Holder shall provide updated brochures and price lists to the State if they are changed at any time during the term of this SUA within 14 business days of said change.

ii. End of Season Report

Holder shall submit an end of season report to the State no later than 30 days after the expiration date of this SUA. Said report shall summarize Holder's operations and activities, services provided, an itemized list of all sources of income and expenses, Gross Revenue, and the use fee due to the State pursuant to §7.A. The report shall be submitted in a form designated by CPW and be signed and dated by an owner or officer of Holder. If this SUA is terminated prior to the expiration date in accordance with §5.B or §5.C, Holder shall submit said report to the State no later than 30 days after the termination date.

iii. Guide List

On or before the Effective Date of this SUA, Holder shall provide the State with a list of all commercial guides, trip leaders, and guide instructors employed or otherwise utilized by Holder. Holder shall also maintain this list and submit an updated list to the State within 10 days of any change.

iv. Subcontracts

Copies of any and all subcontracts entered into by Holder to perform its obligations hereunder shall be submitted to the State upon request by the State. Any and all subcontracts entered into by Holder related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.

7. HOLDER'S CONSIDERATION - FEES

Holder shall, in accordance with this §7, pay the State in the amounts and using the methods set forth below:

A. Fees

i. Administrative Fee

Holder shall pay the State an administrative fee of \$250.00 on the Effective Date of this SUA. Said administrative fee shall be non-refundable.

ii. Use Fee

Holder shall pay the State a use fee of 7% of its Total Gross Receipts as shown in the end of season report required in §6.R.ii. Holder shall submit payment of said use fee within 30 days of the expiration of this SUA. If sooner terminated, Holder shall make payment within 30 days of the termination date.

B. Interest and Late Fee

Holder shall pay interest on amounts due pursuant to this §7 not received within 10 days of the due date at a rate of 5% per month compounded monthly until paid in full.

C. Restriction

Holder shall not advertise or itemize fees, costs, and other charges due under this SUA as a tax.

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8. SUBORDINATION

This SUA is subject and subordinate to the terms and conditions of NONE, DOES NOT APPLY.

9. NO TITLE IN GRANT

This SUA does not and shall not be construed to vest in Holder title, tenure, or any property rights in the real estate, fixtures, or any personal property belonging to the State now located or which may hereafter be located in or around the premises occupied by Holder or anyone employed by Holder.

10. TRANSFER OF APPROVED USE

Holder may, with the State's advanced written approval, transfer this SUA and the Approved Use granted herein to another party by amending this SUA in accordance with §17.O.i. Nothing in this §10 shall limit the State's rights under this SUA, including the right to terminate under §5.B.

11. HOLDER'S REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS

Holder makes the following specific representations and warranties, each of which was relied on by the State in granting this SUA:

A. Compliance, Licenses, Permits, Etc.

Holder shall at all times conduct activities in compliance with all State, federal, and local laws. As of the Effective Date, Holder shall have, and at all times during the term hereof shall maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. All employees, agents, and subcontractors of Holder performing services under this SUA shall hold all required licenses or certifications, if any, to perform their responsibilities.

B. Hazardous Substances

Holder shall not release or allow release of any hazardous or toxic material, substance, or waste, as they may be defined under applicable State, federal, or local law, on the Property or any of the State's adjacent real property. Holder shall be solely responsible for all costs and expenses associated with removing, cleaning up, and remediating any damage caused to the Property if Holder breaches this provision.

C. Independent Professional Advice

Holder received such independent business, legal, and financial advice regarding this SUA as Holder deemed necessary and prudent, and based on Holder's informed judgement, entered into this SUA.

D. Industry Standards

Holder represents that it has the requisite skills and experience to perform its obligations hereunder and shall do so in accordance with the highest standards of safety, care, skill, diligence, and environmental standards.

E. Legal Authority—Holder Signatory

Holder possesses the legal authority to enter into this SUA and its attendant obligations and has taken all actions required by its procedures, ordinances, and/or applicable laws to exercise that authority, to lawfully authorize its undersigned signatory to execute this SUA, and to bind Holder to its terms. If requested by the State, Holder shall provide the State with proof of Holder's authority to accept this SUA within 15 days of receiving such request.

F. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this SUA or which may affect Holder's ability to perform its obligations hereunder, Holder shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein.

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12. INSURANCE

Holder shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Holder and the State.

A. Worker's Compensation

Worker's Compensation Insurance as required by State statute and Employer's Liability Insurance covering all of Holder or its subcontractor's employees acting within the course and scope of their employment.

B. General Liability

Commercial General Liability Insurance written on ISO occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- v. \$1,000,000 each occurrence;
- vi. \$1,000,000 general aggregate;
- vii. \$1,000,000 products and completed operations aggregate; and
- viii. \$50,000 any one fire.

C. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) used by Holder or its agents with a minimum limit of \$1,000,000 each accident combined single limit.

D. Additional Insured

The State of Colorado and U.S. Army Corps of Engineers shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Holder and Subcontractors.

E. Primacy of Coverage

Coverage required of Holder and Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

F. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Holder and Holder shall forward such notice to the State within 7 days of Holder's receipt of such notice.

G. Subrogation Waiver

All insurance policies secured or maintained by Holder or its Subcontractors in relation to this SUA shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Holder or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. Public Entities

In the event that Holder is a "public entity" within the meaning of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S. (the "GIA"), Holder shall, in lieu of the liability insurance requirements stated above, maintain at all times during the term of this SUA such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Holder shall ensure that the Subcontractor maintain at all times during the terms of this SUA, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

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I. Certificates

Holder shall provide to the State certificates showing Holder insurance coverage within 7 Business Days following the Effective Date of this SUA. Holder shall provide to the State certificates showing Subcontractor insurance coverage within 7 business days following the Effective Date of this Contract, except that in the event Holder's subcontract is not in effect as of the Effective Date, Holder shall provide to the State certificates showing Subcontractor insurance coverage within 7 business days following the Holder's execution of the subcontract. No later than 15 days before the expiration date of any Holder or Subcontractor coverage, Holder shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this SUA, upon request by the State, Holder shall, within 7 Business Days following such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. DEFAULT

A. Defined

In addition to any breaches specified in other sections of this SUA, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a default. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Holder, or the appointment of a receiver or similar officer for Holder or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a default.

B. Notice and Cure

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party detailing the alleged violations of this SUA in the manner provided in §15. If the notified Party does not cure the breach, at its sole expense, within 30 days after receipt of written notice, or, if a cure cannot be completed within 30 days but cure of the breach has not begun within 30 days and has not been pursued with due diligence, the Party may exercise any of the remedies set forth in §14 for that Party. Notwithstanding any provision of this SUA to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State.

14. REMEDIES

A. Costs

Each Party is solely responsible for the costs of remedying any default caused by such Party and its subcontractors and agents.

B. Rights of the State

If Holder is in breach under any provision of this SUA, the State shall have all of the remedies available to it, in law or in equity, and any other remedies set forth in other sections of this SUA. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

C. Probation and Suspension

In lieu of exercising its right of termination under §5.B, the State has the following rights anytime Holder breaches a provision of this SUA:

i. Probation

The State may, in its sole discretion, place Holder on probation for a length of time determined by the State. If Holder is placed on probation, Holder shall enter into a written agreement with the State outlining efforts required of Holder to come into and/or maintain compliance with this SUA. The State, in its sole discretion, may release Holder from probation if it finds that Holder has met the terms set forth in the probationary agreement. Nothing in this §14.C.i waives the State's right of termination under §5.B or suspension under §14.C.ii.

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ii. Suspension

The State may, in its sole discretion, suspend Holder's rights granted under this SUA for a length of time determined by the State, in which event, the State will issue a written violation notice to Holder outlining any breach. Holder shall remedy all violations within 48 hours. If after 48 hours, the State determines that suspension remains warranted, Holder shall immediately suspend all operations and Approved Use until the State determines the suspension is no longer warranted. If after 48 hours, the State is satisfied with Holders efforts to remedy the violations, the State will not place Holder on suspension. Nothing in this §14.C.ii waives the State's right of termination under §5.B, probation under §14.C.i, or the right of the State to immediately suspend Holder's operations if, in the sole determination of the State, immediate suspension is necessary to protect the health, safety, or welfare of the Park or the Public.

D. Continued Enforcement

Holder shall be liable for full compliance with this SUA including material performance owed to the State at expiration or termination. If, at the expiration or termination of this SUA, Holder has not performed as required under this SUA, has withheld reports required under §6.R, or has failed to make payment of fees owed under §7, Holder shall be deemed to be in default and shall remain liable for all performance and fees owed to the State.

15. NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Verbal notices permitted under this SUA shall be given to the telephone number provided below. Either Party may from time to time designate by written notice substitute phone numbers, addresses, or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

State

Becky Buist
Operations Manager
Lake Pueblo State Park
640 Pueblo Reservoir Rd.
Pueblo, CO 81005
rebecca.buist@state.co.us
Colorado Parks and Wildlife

Holder

NAME
TITLE
ADDRESS
ADDRESS
PHONE
EMAIL

16. LIMITATION OF STATE LIABILITY

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of C.R.S. § 24-10-101, *et seq.* and C.R.S. § 24-30-1501, *et seq.* No term or condition of this SUA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the GIA, as applicable now or hereafter amended.

17. GENERAL PROVISIONS

A. Binding Arbitration Prohibited

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this SUA or incorporated herein by reference shall be null and void.

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B. Binding Effect

All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions and Headings

The captions and headings in this SUA are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.

D. Choice of Law

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this SUA. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void.

E. Compliance with Law

Holder shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Construction Against the Drafter

In the event of an ambiguity in this SUA, the rule of contract construction that ambiguities shall be construed against the drafter shall not apply and the Parties shall be treated as equals with no Party being treated with favor or disfavor.

G. CORA Disclosure

To the extent not prohibited by federal law, this SUA and the performance measures and standards under C.R.S. § 24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, C.R.S. § 24-72-101, *et seq.*

H. Counterparts

This SUA may be executed in multiple identical original counterparts, all of which constitute one agreement.

I. Eminent Domain

If the SUA Area shall be taken by right of eminent domain, in whole or in part, for public purposes, then this SUA, at the option of either Party, shall forthwith cease and terminate. In such event, the entire damages awarded for such taking shall belong to the State.

J. Entire Understanding

This SUA represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

K. Extinguishment and Replacement

This SUA extinguishes and replaces any prior SUA between the Parties relating to the uses granted herein upon the Effective Date.

L. Indemnification

i. Environmental

If Holder breaches its obligations in §11.B, or if the presence of Hazardous Substances, pollutants, or contaminants on the Property caused or permitted by Holder results in contamination of the Property, or if contamination of the Property by Hazardous Substances, pollutants, or contaminants otherwise occurs and Holder is legally liable to the State for damage resulting therefrom, then Holder shall defend, indemnify, save, and hold the State harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Property, damages for the loss or restriction on use of rentable or usable space or any amenity of the Property, and sums paid in settlement of claims, attorney fees, consultant fees and expert fees) which arise during or after the term of this SUA as a result of such contamination. Without limiting the foregoing, nothing in this SUA shall be construed as giving rise to any right or ability of the State to exercise physical or managerial

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control over Holder's day-to-day operations of the Property, or otherwise to become a Holder with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

ii. General

Holder shall defend, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission on or related to the Property by Holder, or its employees, agents, subcontractors, or assignees pursuant to the terms of this SUA, including, but not limited to, the presence or release of any hazardous or toxic substance that is regulated under any federal, State or local law; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the CGIA.

M. Independent Contractor

Holder is an independent contractor and not as an employee of the State. Neither Holder nor any agent or employee of Holder shall be deemed to be an agent or employee of the State. Holder and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Holder or any of its agents or employees. Unemployment insurance benefits are available to Holder and its employees and agents only if such coverage is made available by Holder or a third party. Holder shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this SUA. Holder shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding. Holder shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its agents, employees and subcontractors.

N. Jurisdiction and Venue

All suits or actions related to this SUA shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the county in which the Property is situated.

O. Modification

i. By the Parties

Except as specifically provided in this SUA, modifications to this SUA shall not be effective unless agreed to by the Parties in a written amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies.

ii. By Operation of Law

This SUA is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification shall be automatically incorporated as part of this SUA on the effective date of such change, as if fully set forth herein.

P. Order of Precedence

The provisions of this SUA shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this SUA and its exhibits and attachments, including, but not limited to, those provided by Holder, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i.** The provisions of this SUA; and
- ii.** Exhibits (if any).

Q. Severability

Provided this SUA can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or

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becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this SUA in accordance with its intent.

R. Survival of Certain Terms

Notwithstanding anything herein to the contrary, provisions of this SUA requiring continued performance, compliance, or effect after termination or expiration hereof, shall survive such termination or expiration and shall be enforceable by the State if Holder fails to perform or comply as required.

S. Taxes

The State is exempt from paying any taxes, including but not limited to, real property taxes. Holder shall be solely liable for paying any taxes associated with this SUA as the State is prohibited from paying or reimbursing Holder for such taxes.

T. Third Party Beneficiaries

Enforcement of this SUA and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this SUA are incidental to this SUA, and do not create any rights for such third parties.

U. Waiver

Waiver of any breach or event of default under a term, provision, or requirement of this SUA, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement. The failure of the State to perform any act required by this paragraph shall not impair the validity of this SUA or limit its enforceability in any way.

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APPENDIX B - TEMPLATES

18. APPROVAL AND SIGNATURES

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

***Persons signing for Holder hereby swear and affirm that they are authorized to act on Holder's behalf and acknowledge that the State is relying on their representations to that effect.**

THE STATE OF COLORADO, acting by and through the DEPARTMENT OF NATURAL RESOURCES, for the use and benefit of the DIVISION OF PARKS AND WILDLIFE and the PARKS AND WILDLIFE COMMISSION,

By: _____

Name, Title

HOLDER: ACCEPTED AND AGREED TO BY **HOLDER,**

By: _____
NAME*, TITLE

Federal E.I.N.: **FEIN**

Telephone: **PHONE**

E-Mail Address: **EMAIL**

Number of Special Use Agreement Wallet Certificates Requested (IF APPLICABLE): 0
PERSONAL GUARANTEE

The individual signing on behalf of Holder in this §18 hereby personally guarantees the prompt, punctual, and full payment of all monies owed to the State under this SUA and is personally liable for any and all payments owed to and not received by the State. Such guarantee is unlimited as to amount and shall remain in full force and effect until all payments owed under this SUA are paid in full. If payments due are not paid in accordance with the provisions of this SUA, the individual is also personally liable for all reasonable costs and attorney's fees necessary for collection and enforcement of payments owed under this SUA.

*******For Park Use Only*******

Valid 2023 Outfitter Registration (circle) YES NO

Insurance Expiration Date _____ Policy minimums met? YES NO

State of Colorado, listed as additionally insured? YES NO

\$250.00 Special Use Agreement Payment Fee Received? Check # _____ YES NO

Is this a New Guide/Outfitter for our Parks? Yes No If no, what was last year approved?

Previous Year's Use Summary Received? Date Rcvd: _____ YES NO

Previous Year's Total Use Fee Received by Deadline? Date Rcvd: _____ YES NO

Approved? YES NO

APPENDIX B - TEMPLATES

21. EXHIBIT C (Operating Agreement)

1. ADDITIONAL CONDITIONS SPECIFIC TO APPLICANT'S REQUESTED USE.

2. To the largest extent possible, the Holder will follow Leave No Trace principles while on the property. These can be found at <https://lnt.org/why/7-principles/>.

SAMPLE

**Lake Pueblo State Park
Special Activity Agreement
End of Season Report**

INSTRUCTIONS: Review the Lake Pueblo State Park Special Use Agreement Conditions 2.a. through 2.d. Fill this report out completely and accurately in compliance with Condition **2.b.** Deadline for submitting or postmark of this report is **March 1, 2025**. Mail to: Lake Pueblo State Park, Attn: Special Use Agreements, 640 Pueblo Reservoir Road, Pueblo, CO 81005. If a payment is due, make check payable to Lake Pueblo State Park. Please type or print clearly.

This report is required whether a payment is due or not.

Business Name: _____

Individual Completing this Form: _____

Total # of Trips/Rentals: _____ Total # of Clients: _____ Total # of Guides: _____
Total Gross Receipts from Special Use Operations (includes all deposits from sales/reservations made between January 1 and December 31)\$ _____
Total Gross Receipts Collected in excess of \$5000.00 (Answer in Line #1 minus \$5,000.00)\$ _____
End of Season Payment Due\$ _____ <small>Answer in Line #2 multiplied by .07 (7.00%)</small>

CERTIFICATION OF INFORMATION: I certify that the information given by me in this report is true, complete, and correct to the best of my knowledge and belief and is given in good faith. I acknowledge that I (we) am (are) required to comply with any conditions and attachments that are required by the authorized agent when the Special Use Agreement is issued.

Signature of Authorized Agent	Date	Phone Number	e-mail Address

Mailing Address	City	State	Zip

It is a federal and state crime for any person knowingly and willfully to make any false, fictitious, or fraudulent statements or representations as to any matter within its state or federal jurisdiction.

COMMENTS: Please take time to let Lake Pueblo State Park know of any concerns you have with the resource protection, public safety, or administration of your Agreement that you feel needs attention.