



## City of Ketchum

June 21, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve an Additional Argyros Performing Arts Center's 'Drone Show'**

#### Recommendation and Summary

Staff is requesting the Council approve the updated special event permit submitted by the Argyros Performing Arts Center.

**"I move to approve the additional showing of the Argyros Performing Arts Center's Drone Show."**

The reasons for the recommendation are as follows:

- Due to COVID, there has been a drought of arts & culture events for the public to enjoy.
- The event is outdoors and allows for free viewing from any comfortable vantage point.
- The event producer has done their due diligence concerning the application, including insurance coverage, liabilities, FAA approval and neighborhood awareness.
- The event has a duration of less than 15 minutes so has minimal impact on Dark Sky compliance.
- Council has already approved the initial date of July 10<sup>th</sup> – the Argyros is requesting approval for an additional night on July 11<sup>th</sup> (same time and location as night #1/July 10<sup>th</sup>)

#### Introduction and History

The Sun Valley Performing Arts Center ("The Argyros") mission is to 'enthral audiences and inspire performers' and they continue to produce and plan for events despite the difficulties of the pandemic.

A 'Drone Show' will allow for free and accessible arts event for the entire community to view and enjoy.

The producers will stage over 200 drones on the Atkinson Park upper soccer field. When the show begins around 9:50pm, the drones will fly in 10-12 patterns with dazzling color changes for about 12 minutes.

While the show will not be in compliance with the Dark Sky ordinance, staff views that the event's short duration, the notification to the neighborhood and the public at large, and the need for accessible art & cultural event outweighs any potential negative effects.

The 2<sup>nd</sup> show's location was intended to be a part of the 'Field Daze' event slate at Reinheimer Ranch – but the drone ultimately was not included in the approved CUP.

#### Sustainability Impact

There is no sustainability impact.

#### Financial Impact

There is no financial impact.



OFFICIAL USE ONLY

### SPECIAL EVENT LICENSE APPLICATION

Application instructions, guidelines and procedures can be found at [www.ketchumidaho.org/forms](http://www.ketchumidaho.org/forms)

Small Event, Street Party and Medium Event applications due thirty (30) days prior to the event; and Large Event applications due sixty (60) days prior to the event. All events are subject to Council approval. **ONLY COMPLETE APPLICATIONS WILL BE ACCEPTED.**

Completed applications can be submitted via email to [jtyo@ketchumidaho.org](mailto:jtyo@ketchumidaho.org) or by mail or hand delivery to City of Ketchum, P.O. Box 2315, 480 East Ave., N., Ketchum, ID 83340. If you have questions, please contact the Special Events Manager Julian Tyo at (208) 727-5077.

<b>HAVE YOU READ THE GUIDELINES?</b>			
<input checked="" type="checkbox"/> Yes (Please continue.)		<input type="checkbox"/> No ( <b>STOP</b> and read the guidelines.)	
<b>WHAT SIZE IS YOUR EVENT?</b>			
<input type="checkbox"/> Street Party (\$100.00)	<input checked="" type="checkbox"/> Small Event (\$100.00)	<input type="checkbox"/> Medium Event* (\$200.00)	<input type="checkbox"/> Large Event* (\$600.00)
*City recommends pre-application meeting prior to application submittal.			
<b>GENERAL INFORMATION</b>			
Event Name: <b>Drone Show</b>		Event Date: <b>7/10/21</b>	
Event Description and Purpose (who is the event supposed to attract, what is the purpose of the event, etc.): <b>Drone show taking place around 9:50pm. Audience will watch the show various locations in the city</b>			
Location of Event: <b>Atkinson Park Upper Soccer Field and Softball Field</b>		Alternate Location:	
Expected Number of Participants:		Admission Fee* (per person):	
*Ticket sales for entry, registration, etc. for events taking place within Ketchum city limits are subject to sales tax.			
Number of Staff Working at Event: <b>4</b>		Number of Volunteers Working at Event:	
<b>EVENT COORDINATION</b>			
Have you contacted Visit Sun Valley for information on events taking place on or around the date of your event?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
List the events taking place on or around the date of your event:			
<b>EVENT SCHEDULE</b>			
Set Up	Date: <b>7/10/21</b>	Time: <b>4pm</b>	
Event Starts	Date: <b>7/10/21</b>	Time: <b>9:45pm</b>	
Event Ends	Date: <b>7/10/21</b>	Time: <b>10:00pm</b>	
Clean	Date: <b>7/10/21</b>	Time: <b>11:00pm</b>	

APPLICANT INFORMATION			
Organization Name: <b>Argyros Performing Arts Center</b>			
Are you a non-profit corporation?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Applicant Name: <b>Samuel Mollner</b>		Title:	
Organization Address: <b>120 Main Street PO Box 4921</b>			
City: <b>Ketchum</b>		State: <b>ID</b>	Zip: <b>83340</b>
Phone: <b>208.806.7440</b>		Cell: <b>435.901.2937</b>	
Email: <b>samuel@theargyros.org</b>			
On-Site Contact: <b>Mike Hoover</b>		Title:	
Address: <b>120 Main Street PO Box 4921</b>			
City: <b>Ketchum</b>		State: <b>ID</b>	Zip: <b>83340</b>
Phone:		Cell: <b>208.481.2827</b>	
Email: <b>mike@theargyros.org</b>			
Emergency Contact: <b>Casey Mott</b>			
Phone:		Cell: <b>310.460.8363</b>	
Email:			
Other Contact (such as media, professional event organizer, event service provider or commercial fundraiser hired for this event):			
USE OF CITY FACILITIES, PARKS AND STREETS			
If you are requesting use of city facilities, parks or streets, please indicate below:			
PARKS AND TOWN SQUARE			
<input checked="" type="checkbox"/> Atkinson Park	<b>Upper Soccer Field</b>	<input type="checkbox"/> Forest Service Park	
<input type="checkbox"/> Rotary Park		<input type="checkbox"/> Lucy Loken Park	
<input type="checkbox"/> Other:			
Daily Park Reservation Fees:		<input checked="" type="checkbox"/> Up to 100 People (\$140)	<input type="checkbox"/> 101 People or More (\$275)
DESIGNATED EVENT LOCATIONS* (\$100)			
<input type="checkbox"/> Fourth Street between Leadville and East Avenues		<input type="checkbox"/> First Avenue between River and First Streets	
<input type="checkbox"/> First Avenue between Second Street and Sun Valley Road		<input type="checkbox"/> First Avenue between Sun Valley Road and Fourth Street	
<input type="checkbox"/> First Avenue between Fifth and Sixth Streets		<input type="checkbox"/> Picabo Street between Gates Road and Ritchie Drive	
<input type="checkbox"/> Washington Avenue between River and First Streets			
*All other road closures are subject to City Council approval. Road closures on Main Street and on Sun Valley Road, east of Main Street, require an Idaho Transportation Department permit.			
Fees for non-designated locations:		Street Party - \$100	Medium/Large Events - \$500
List dates, times and location for street closure requests:			
Name of person supervising street closure:			
Cell Phone:		Email:	
How many staff and volunteers will be managing the street closure?			

How will staff and volunteers manage the street closure? (ex.: 1 staff person at entrance and 1 at exit of road closure to manage vendors, 2 staff people to make sure road closure signage is removed after event ends)

Have you contacted Mountain Rides to advise of the street closure request?  Yes  No

\*NOTE: The State of Idaho adopted the Manual for Uniform Traffic Control Devices (MUTCD) as a minimum standard for traffic control. The city is legally obligated to require a temporary traffic control plan (TTCP) pursuant to MUTCD standards for anyone using the right-of-ways for any purpose, including special events. A TTCP must be submitted for Street Division review.

**Applications will not be accepted without a TTCP prepared by a qualified firm.**

Are you requesting camping on public property?  Yes\*  No

\*Camping allowed only with written permission from the city and in association with an approved special event license.

**STRICT GUIDELINES APPLY**

**EVENT SITE PLAN**

On a separate piece of paper, provide a Site Plan of the event. Site Plan must be scaled to accurately represent the location of all items listed below (if applicable).

<input type="checkbox"/> Alcohol Vendors (A)	<input type="checkbox"/> Barricades (B)	<input type="checkbox"/> Beverage Vendors (BV)
<input type="checkbox"/> Bleachers (BL)	<input type="checkbox"/> Electricity/Generator (EL)	<input type="checkbox"/> Fire Extinguishers (EX)
<input type="checkbox"/> Fire Lane (FL)	<input type="checkbox"/> First Aid/EMS (FA)	<input type="checkbox"/> Food Vendors (FV)
<input type="checkbox"/> Garbage Receptacles (G)	<input type="checkbox"/> Hand Washing Sink (HWS)	<input type="checkbox"/> Portable Toilets (T)
<input type="checkbox"/> Recycling Receptacles (RR)	<input type="checkbox"/> Retail Merchants (RM)	<input type="checkbox"/> Security (P)
<input type="checkbox"/> Stages or Amplified Sound (SO)	<input type="checkbox"/> Tents (X)	<input type="checkbox"/> Trailers, Vehicles, Storage (TR)

**TEMPORARY STRUCTURES**

Will your event have temporary structures, including 10' x 10' pop-up tents?  Yes\*  No

\*Describe the size, number, use and assembly and disassembly plan:

**TRANSPORTATION AND PARKING**

Where will you direct event attendees to park vehicles?

Will the event provide transportation services to the event?  Yes\*  No

\*Describe the transportation services:

**CITY SERVICES REQUESTS**

Police services request for (indicate dates and times needed):

Security  Traffic Control  Parking Control  Escort  N/A

The Chief of Police will determine the number of police officers to staff the event. The Chief of Police also determines if police services will be needed at a special event for public safety concerns. Fees may be associated with the need for additional police services.

Fire/EMS services request (indicate dates and times needed):		
<input type="checkbox"/> Ambulance	<input type="checkbox"/> Fire Engine	<input type="checkbox"/> N/A
The Fire Chief will determine availability and approval of the request. The Fire Chief also determines if Fire/EMS services will be needed at a special event for public safety concerns. Fees may be associated with the need for Fire/EMS services.		
Will your event use city infrastructure such as bathrooms and trash receptacles?		<input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No
*Fees may be associated with the use of city bathrooms and trash receptacles.		
<b>ELECTRICITY, MUSIC AMPLIFICATION AND LICENSING</b>		
Do you have electrical needs?		<input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No
* The Facilities and Maintenance Division will assist with the request based upon availability. Please note that some areas do not have electricity access.		
Will your event have amplified sound?		<input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No
*Please review approved noise levels stated in guidelines. Working with a radio station for the music playback		
Will live or prerecorded music be played?		<input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No
*Licensing fee of \$10.00 is required. Fee may be waived for applicants showing proof of license with the appropriate organization or by certifying that any and all music played or performed is original and free of licensing requirements.		
<b>PORTABLE RESTROOMS AND HANDWASHING</b>		
The applicant is required to provide portable toilets for all events having an anticipated attendance that exceeds the capacity of permanent bathroom facilities at the event location. Handwashing stations may also be required. The City utilizes Satellite Industries, Inc. Restroom Calculator ( <a href="https://www.satelliteindustries.com/calculator">https://www.satelliteindustries.com/calculator</a> ) to estimate the number of additional toilets needed for each event.		
Restroom Company:		
Number of Portable Restrooms:		Number of Handwashing Stations:
Restroom Drop Off	Date:	Time:
Restroom Pick Up	Date:	Time:
<b>TRASH AND RECYCLING</b>		
Have you contracted for trash dumpster(s)?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How many?	What size?	
Have you contracted for recycling dumpster(s)?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How many?	What size?	
If you need assistance with calculations for trash and recycling dumpsters, please contact Environmental Resource Center for recycling information and Clear Creek Disposal or Independent Rubbish Service for waste disposal information.		
If you marked "no," describe how you will handle trash and recycling materials at the end of your event.		
Name of person supervising trash and recycling:		
Cell Phone:	Email:	
How many staff and volunteers will be managing trash and recycling?		
How will staff and volunteers manage trash and recycling during and after the event? (ex.: 2 staff dedicated to monitoring containers, all staff members making a sweep through premises after event ends)		

**CONCESSIONS**

Will any of the following be served at your event:

Alcoholic Beverages

Food

Merchandise

All vendors should collect state and local sales tax. Vendors serving alcoholic beverages and food must hold a Catering Permit. Sales Tax information and Catering Permits can be obtained from the City Clerk office. **A LIST OF VENDORS PARTICIPATING IN YOUR EVENT MUST BE ATTACHED TO THIS APPLICATION OR SUBMITTED TEN (10) DAYS PRIOR TO EVENT.**

**SALE AND DISTRIBUTION OF SINGLE-USE PLASTIC WATER BOTTLES, PLASTIC STRAWS, PLASTIC BAGS, AND TO-GO FOOD CONTAINERS MADE OF PLASTIC OR STYROFOAM IS PROHIBITED AT ALL CITY-OWNED PROPERTIES, CITY-OWNED FACILITIES AND CITY EVENTS. (Resolution 19-013)**

**BANNERS**

If you would like to reserve space for an over the road banner, please submit complete application to the Special Events Manager. Application can be found here: [www.ketchumidaho.org/forms](http://www.ketchumidaho.org/forms)

**BUSINESS AND/OR PROPERTY OWNER NOTIFICATION**

Special events are required to notify businesses and/or property owners of the date, time, venue and purpose of event within five (5) days of city receipt of the special event application. Written notice shall be emailed, mailed or hand-delivered to property owners and businesses adjoining the proposed venue. City staff will provide the list and available contact information. Property owners and businesses have seven (7) days in which to submit comments regarding the proposed special event to the city.

For all events, city staff may elect to provide additional noticing based on the size, location and scope of the event. Additional noticing may include, but is not limited to, newspaper advertisements and physical mailing to adjacent property owners or business owners.

**INSURANCE REQUIREMENTS**

Attach a certificate of public liability insurance pursuant to the following requirements of Title 12, Chapter 12.32 of the Ketchum Municipal Code. Every applicant, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of the licensed special event public liability insurance in the amount of one million dollars (\$1,000,000.00) per person and one million dollars (\$1,000,000.00) per accident. In addition, every applicant, at its sole cost and expense, shall obtain and maintain public liability insurance for property damage in the amount of one million dollars (\$1,000,000.00). Certificates of such insurance shall be filed concurrently with the application for the special event and will include an endorsement stating that the City of Ketchum is named as an additional insured and that said insurance will not be canceled or altered by the insurance company or applicant without ten (10) days prior written notice of such intended alteration or cancellation to the City. Current certificates of such insurance shall be kept on file at all times during the term of the special event. (Ord. 669 § 7, 1995)

**SIGNIFICANT EVENT CHANGES**

Has this event been approved in the City of Ketchum in previous years?  Yes\*  No

\*If yes, please indicate any significant changes to the event request since its last approval:

**HAVE YOU ATTACHED OR OBTAINED THE FOLLOWING?**

<input type="checkbox"/> Payment & Deposit	<input type="checkbox"/> Proof of Insurance	<input type="checkbox"/> Temporary Traffic Control Plan
<input type="checkbox"/> Site Plan	<input type="checkbox"/> ITD Permit	<input type="checkbox"/> Alcohol Beverage Catering Permit
<input type="checkbox"/> City Sales Tax Permit	<input type="checkbox"/> Notification Form	<input type="checkbox"/> Health Department Permit
<input type="checkbox"/> Vendor List	<input type="checkbox"/> Proof of Music License	<input type="checkbox"/> Other

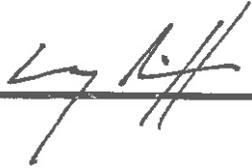
It is the applicant's responsibility to contact agencies outside of Ketchum that may be involved in the permit, inspection, sales, convenience or assistance process connected with your event. Those agencies may include but are not limited to the Idaho Power Company, Intermountain Gas, Idaho Alcohol Beverage Control Board, Idaho Highway Patrol and Blaine County Recreation District (a separate permit is required for use of any portion of the Wood River Trail System).

**AUTHORIZATION OF APPLICANT**

I have reviewed the completed application and know the contents thereof to be true. I represent and warrant that I have the lawful authority and authorization to execute this application and attached indemnity agreement, for and on behalf of the entity applying for the special event license. I have reviewed the conditions of the Ketchum Municipal Code, Title 12, Chapter 12.32 and do hereby agree to the terms set forth therein. Furthermore, I acknowledge that if I fail to so comply with the criteria and conditions set forth in Title 12, Chapter 12.32, my special event license will be revoked.

Pursuant to Resolution No. 08-123, any direct costs incurred by the city of Ketchum to review this application will be the responsibility of the applicant. Costs include but are not limited to engineer review, noticing and copying costs associated with the application. The city will require a retainer to be paid by the applicant at the time of application submittal to cover said associated costs. Following a decision or other closure of an application, the applicant will either be reimbursed for unexpended funds or billed for additional costs incurred by the city.

The City of Ketchum reserves the right to revoke any permit and/or cancel any event or park reservation as deemed necessary in order to protect the public health and safety. In event of cancellation the City will reasonably work with the event or park reservation holder to accommodate rescheduling.

Signature of Applicant: 

Date: 4.13.21

<b>LICENSE FEES</b>		
<b>Event Category</b>	<b>Event Fees</b>	<b>Amount or N/A</b>
Application Fee	\$100, \$200 or \$600	\$
Road Closure Fee	\$100 or \$500	\$
Park Reservation Fee (per day)	\$140 or \$275	\$
Facility Fee (per day)	\$150 or N/A	\$
Music License Fee	\$10 or attach proof of licensure	\$
	<b>TOTAL FEES</b>	\$
Deposit (Separate check required.)	\$250	\$250

**INDEMNIFICATION AGREEMENT**

In connection with sponsoring the event described in the attached application, a "Special Event" to be held in Ketchum, and as a condition of obtaining a license therefore, \_\_\_\_\_, (hereafter referred to as "Applicant"), agrees that Applicant shall indemnify and save and hold harmless the City of Ketchum, (hereafter referred to as "City"), City officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests, and business invitees and not caused by or arising out of the tortuous conduct of City or its officials, agents or employees. In addition, Applicant shall maintain and specifically agrees that it will maintain, throughout the course of the "Special Event" liability insurance in which City shall be named insured in the minimum amount as specified in Title 12, Chapter 12.32. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City from and for all such losses claims, actions, or judgments for damages or liability to persons or property. Applicant shall provide City with a Certificate of Insurance evidencing Applicant's compliance with the requirements of this paragraph and file such proof of insurance with the Special Events Manager.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature of Applicant: \_\_\_\_\_

STATE OF IDAHO

County of Blaine

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public in and for the State of Idaho, personally appeared \_\_\_\_\_, known to me or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal.

Notary Public: \_\_\_\_\_

Residing at: \_\_\_\_\_

Commission expires: \_\_\_\_\_



Drive Take off area  
Secure Area

Easy Pack  
Rocking supply store

Tom St

Waterloo Park

Rocking Road

Atkinson Park

Ernest Hemingway  
STEAM School

Hemingway Ln

Heming

Hemingway Ln

5th St W

Rainmaker Splash Pad

Bear Ln

3rd Ave

Eastern River  
Park, Pump Park

2nd Ave

Christina Potter Outdoor  
Ice Rink (Seasonal)

3rd Ave

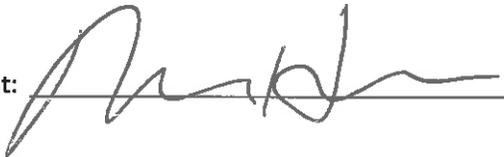
Rocking Horse Rd

5th St W  
Google

**INDEMNIFICATION AGREEMENT**

In connection with sponsoring the event described in the attached application, a "Special Event" to be held in Ketchum, and as a condition of obtaining a license therefore, Argyros Performing Arts Center, (hereafter referred to as "Applicant"), agrees that Applicant shall indemnify and save and hold harmless the City of Ketchum, (hereafter referred to as "City"), City officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests, and business invitees and not caused by or arising out of the tortuous conduct of City or its officials, agents or employees. In addition, Applicant shall maintain and specifically agrees that it will maintain, throughout the course of the "Special Event" liability insurance in which City shall be named insured in the minimum amount as specified in Title 12, Chapter 12.32. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City from and for all such losses claims, actions, or judgments for damages or liability to persons or property. Applicant shall provide City with a Certificate of Insurance evidencing Applicant's compliance with the requirements of this paragraph and file such proof of insurance with the Special Events Manager.

DATED this 23<sup>rd</sup> day of April, 2021.

Signature of Applicant: 

STATE OF IDAHO

County of Blaine

On this 23 day of April, 2021, before me, a Notary Public in and for the State of Idaho, personally appeared Michael Hoover, known to me or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal.



Notary Public: Maureen Puddicombe  
Residing at: Ketchum  
Commission expires: 2-14-24

Published on *City of Ketchum Idaho* (<https://www.ketchumidaho.org>)

[Home](#) > [COVID-19 Plan for Events & Park Reservations](#) > [Webform results](#) > Submission #16

#### Submission information

Form: [COVID-19 Plan for Events & Park Reservations](#) [1]

Submitted by Visitor (not verified)

Tue, 04/27/2021 - 4:17pm

65.102.65.210

#### Idaho Rebounds Guidance

##### **Acknowledgement**

By checking this box, I confirm that I have reviewed the Idaho Rebounds Guidance for Safe Gatherings and Public Events in Idaho.

#### Event/Reservation Information

##### **What is the name of your event/reservation?**

Drone Show

##### **Where will the event/reservation take place?**

Upper Soccer field

##### **How many participants will attend?**

5

##### **From which states/regions will participants be arriving from?**

Drone Vendor coming from Texas

##### **What are your protocols for participants arriving from COVID hotspots?**

We will ask them to not come if they are experiencing symptoms.

##### **Where will participants be staying if they are non-residents?**

Local Hotel

##### **Will you allow participants to attend who are experiencing COVID symptoms?**

No

##### **Will you provide face masks, hand sanitizer, hand washing stations or gloves for participants?**

Yes we will provide masks and hand sanitizer.

All Argyros

##### **Who will provide food/beverage at your event/reservation (if applicable)?**

No

##### **Have your food/beverage providers issued assurance that they will follow state-issued and CDC protocols that are in place during your event/reservation (if applicable)?**

N/A

**Have your event contractors (tents, tables, chairs, portable toilets, florists, band/dj, etc.) provided assurance they will be following state-issued and CDC protocols that are in place during your event?**

Yes

Site Plan

**Upload Site Plan Here**

[atkinson\\_park\\_drone\\_site\\_plan.png](#) [2]

Terms & Conditions

**Signature**

Samuel Mollner

**Acknowledgement**

By checking this box, I understand and agree to the above terms.

**Source URL:** <https://www.ketchumidaho.org/node/40911/submission/7321>

**Links**

[1] <https://www.ketchumidaho.org/administration/webform/covid-19-plan-events-park-reservations>

[2] [https://www.ketchumidaho.org/system/files/webform/atkinson\\_park\\_drone\\_site\\_plan.png](https://www.ketchumidaho.org/system/files/webform/atkinson_park_drone_site_plan.png)



Drone Take off area

Secure Area

Atkinson Park

Ernest Hemingway STEAM School

Rainmaker Splash Park

Christina Potters Outdoor Ice Rink (seasonal)

Ketchum Bike Park, Pump Park

Easy Pack Packaging supply store

Watch Me Grow

Hideaway Ln

Bear Ln

Rocking Horse Rd

3rd Ave

3rd Ave

8th St W

2nd Ave

Hemingway Ln

Hemingway Ln

Hemingway Ln

8th St W

10th St

Wood River Trails

Wood River Trails

Google



**CITY OF KETCHUM**  
P.O. Box 2315  
Ketchum ID 83340  
Phone: (208) 726-7801  
Fax: (208) 726-7812

# INVOICE

Date	Number	Page
04/21/2021	4734	1

**Bill To:** Sun Valley Performing Arts Center  
  
Ketchum Idaho 83340

**Customer No.** 633  
**Project:** Atkinson Park  
**Terms:** Due Upon Receipt  
**Invoice Due Date:** 04/21/2021

Quantity	Description	Unit Price	Net Amount
1	APPLICATION FEE SPECIAL EVENTS	100.00	100.00
1	RENT-PARK RESERVATIONS	140.00	140.00
1	EVENT-SECURITY DEPOSIT	250.00	250.00
<b>Amount</b>			<b>490.00</b>
<b>Balance Due</b>			<b><u>490.00</u></b>

**Please remit payment to:**  
**City of Ketchum**  
**Post Office Box 2315**  
**Ketchum, Idaho 83340**

CONTRACT FOR USE OF BLAINE COUNTY SCHOOL DISTRICT NO. 61  
FACILITIES AND FIELDS

BUILDINGS AND FACILITIES WAIVER OF LIABILITY AND INDEMNITY  
AGREEMENT

READ THIS DOCUMENT CAREFULLY – BY SIGNING THIS AGREEMENT, YOU  
GIVE UP CERTAIN RIGHTS AND ASSUME CERTAIN RESPONSIBILITIES:

I, Casey Wilder Mott, an agent or officer, acting for and on behalf of Sun Valley Performing Arts, LLC DBA The Argyros for and in consideration of the use of the facilities and fields of the Blaine County School District No. 61 scheduled through the Community Campus located at 1050 Fox Acre Road, do by this document agree, on behalf of myself and the organization which I represent, to indemnify and hold harmless any employee, officer, servant, or agent of the Blaine County School District, including elected or appointed officials, and persons acting on behalf of the Blaine County School District in any official capacity, temporarily or permanently in the service of the Blaine County School District, whether with or without compensation, from any and all manner of action or actions, cause or causes of action, suits, injuries, or any other claim or demands arising out of the use of any facility of the Blaine County School District No. 61.

THE UNDERSIGNED FURTHER AGREES:

1. To indemnify and hold harmless the Blaine County School District, its agents, employees and assigns from all manner, action or actions, cause or causes of actions, suits, injuries or any other claims or demands that may arise from any act or omission by an employee, agent, representative or any person acting for or on behalf of Blaine County School District concerning any claim, cause of action, suit, injury or demand arising out of the organization's use of the facilities of the Blaine County School District.
2. To provide the Blaine County School District with proof of insurance in the form of a Certificate of Insurance. The Certificate of Insurance must show a minimum limit of liability coverage of \$1,000,000 per occurrence. The Certificate of Insurance must also evidence coverage for this agreement in the form of Blanket Contractual Coverage or name the Blaine County School District as an Additional Insured. A copy of the Certificate of Insurance must be attached to this agreement prior to using or occupying the premises.
3. Neither the undersigned nor the organization which it represents shall be entitled to contribution or indemnification, or reimbursement for legal fees and/or expenses from the Blaine County School District for any action, cause, suit, claims or demands brought against the organization arising out of the use of the facilities of the Blaine County School District.

4. To immediately notify the Blaine County School District of any conduct or circumstances which bring about an injury to persons or tangible property, describing the injury or damage to tangible property, stating the time and place the injury or damage which occurred, and stating the names of all persons involved.
5. To reimburse the Blaine County School District for any damages or losses caused by the organization's use of the school facilities, and agrees to promptly pay for said damages.
6. To obtain an individual waiver of liability from each participant in any program that involves the use of any facility of the Blaine County School District if said waiver of liability is required by the Blaine County School District.
7. Lessee's decision use or continue to use the premises in conformance with the purposes of its Lease Agreement with the Blaine County School District, despite the presence of known or suspected risks of injury or harm caused by third person actions and/or environmental conditions, including but not limited to infection of employees and/or customers and/or clients as a result of exposure to COVID-19, is solely and exclusively Lessee's decision, and the Blaine County School District shall be defended, indemnified and held harmless in the event of any legal action or other proceeding seeking damages as a result of exposure to such risks of harm. All such use is at Lessee's own risk.
8. By Lessee's agreement to Lease, occupy and offer for the use of the premises to the public, the Blaine County School District in no way, makes any representation or warranty, whether express or implied, that the use contemplated by Lessee is safe, nor does the Blaine County School District represent or warrant, whether express or implied, that such use does not carry with it the risk of harm or disease caused by third person actions and/or environmental conditions, including but not limited to infection of employees and/or customers and/or clients as a result of exposure to COVID-19. All such use is at Lessee's own risk.
9. In the event the Blaine County School District shall be required to initiate legal action to enforce any and all terms of this agreement, the undersigned, on behalf of its organization, agrees to reimburse the Blaine County School District for all legal expenses and costs reasonably incurred.
10. This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
11. This agreement shall be governed by the laws of the State of Idaho.

12. In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this agreement.

This agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties to this agreement.

DATED this 24 day of April, 2021, at \_\_\_\_\_, Idaho.

\_\_\_\_\_  
School Official Representing  
Blaine County School District

*[Signature]*  
Signature of Person Responsible  
The Argiros  
Organization





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/19/2021

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Sun Valley Insurance P.O. Box 5808  Ketchum ID 83340		<b>CONTACT NAME:</b> Toni Marcroft <b>PHONE (A/C No. Ext):</b> (208) 725-0977 <b>E-MAIL ADDRESS:</b> toni@svins.net <b>FAX (A/C, No):</b> (208) 725-0978	
<b>INSURED</b> Sun Valley Performing Arts Center DBA The Argyros Performing Arts Center PO BOX 4921 KETCHUM ID 83340		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> PHILADELPHIA <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 18058	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

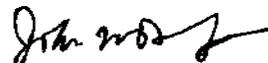
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2206147	11/21/2020	11/21/2021	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			PHUB746188	11/21/2020	11/21/2021	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)

Certificate Holder is listed as Additional Insured  
 Event: Atkinsons Park July 10, 2021

**CERTIFICATE HOLDER****CANCELLATION**

City of Ketchum  PO BOX 2315 Ketchum ID 83340	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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