

Private Mountain Rental Contract
Pine Creek Ski Resort, Cokeville, Wyoming



Hello!

We know you have your choice of where to spend quality time with friends, family, and colleagues and we thank you for choosing Pine Creek.

While we offer the liberty of a nostalgic experience with wide open ski runs and a rustic “middle of nowhere” escape, we would like to remind you this ski area is our livelihood and a valuable outdoor recreation area for the local communities. Please respect our facilities and spaces. Treat the place as if it were your own.

Thanks for supporting our mountain!

Paul, Nathan, and Alicia Etcheverry

KEY THINGS TO KNOW ABOUT PINE CREEK:



- No WiFi (yes, really)
- No cell signal at base area; there *is* cell service at the top of the mountain
- You're welcome to use our lodge landline: 307-279-3201
- NO DOGS/ANIMALS INSIDE lodge or on ski runs
- PLEASE clean up after your dog outside
- We are a small crew who work several shifts and positions to keep the ski area going--please help us by being respectful guests
- Party coordinator (Event Host) must be onsite at all times unless arranged & approved in advance by Pine Creek management
- No sledding or tubing on Pine Creek premises
- No babies in backpacks on ski runs, chairlifts, rope tow, conveyor lift
- Uphill Travel Policy: Must be approved by Pine Creek management
 - Restricted to the day reserved by your private group
 - *I.e., if you reserved Tues. the 22nd, you can't skin/hike up Wed. the 23rd--it may only happen on your reserved day pending approval*
 - Uphill travel is **prohibited** on public operating days
- Ski Bikes: Allowed on trial basis--privilege may be revoked at any time
 - Must demonstrate ability to load and unload lift without stopping or slowing the lift
 - Must be manufactured by certified ski bike company--stock model
 - No homemade or modified ski bikes
 - Must stay in control and follow alpine responsibility code

This Contract is by and between Event Host and Pine Creek Ski Resort LLC,
of Cokeville, Wyoming, as of ____ / ____ / _____(mm/dd/yyyy)

Event Host wishes to hold the following described Event at Pine Creek Ski Resort, owned by Lincoln County and Pine Creek Ski Resort LLC, and Pine Creek Ski Resort LLC is willing to allow the Event to be held at Pine Creek Ski Resort in accordance with the following terms and conditions, to which Host agrees:
This Contract shall become effective and binding up Event Host and Pine Creek Ski Resort LLC, upon payment by Event Host to Pine Creek Ski Resort, of the Deposit set forth below. Usage of the premises at Pine Creek Ski Resort shall be subject to the terms and conditions of this Contract and the rules contained in Exhibit A attached hereto.

Name of Event:		Rental Date:	
Name of Event Host/Coordinator:			
Phone:		Email:	
Address:			

Responsible Party for Payment:	
Phone:	Email:
Address:	

Arrival Date		Estimated Arrival Time	
Departure Date		Estimated Departure Time	

Anticipated Number of Attendees	
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Required: *the following completed and delivered to Pine Creek Ski Resort Coordinator*

- Exact rental beginning and ending time; clarification of additional hours;
- \$500 non-refundable deposit
- \$500 damage credit card charge→this one IS refunded pending approval at checkout 😊

*Forms of payment accepted include credit cards, cash, and checks.
Make checks payable to Pine Creek Ski Resort. Bounced checks incur \$100 fee.*



Host Name:		Date of Rental:	
Base Package: up to 50 attendees			\$5000
<ul style="list-style-type: none"> ● Lift 9:30a to 4p; Day lodge 9a to 5p ● Optional lunch menu--Woodrow Cafe ● \$500 non-refundable deposit ● Signed contract returned at least 14 days prior to rental date ● Credit card on file for incidentals or damage deposit charge (\$500) ● Complimentary coffee hour upon request (up to two 12-cup pots) ● <u>All attendees must sign waiver in lodge prior to using lift/terrain</u> ● No WiFi--please inform all guests prior to arrival ● No cell service at base area ● You may use our landline phone: 307-279-3201 ● <u>No dogs allowed inside lodge</u> day or night <ul style="list-style-type: none"> ○ Temps may drop to -20 F--plan accordingly as furry friends are not permitted inside the lodge 			
UPGRADES			
Attendee Upgrades: Choose A or B			
<input type="checkbox"/> A: 100 Attendees Upgrade: Up to 100 attendees			+\$1000
<input type="checkbox"/> B: <u>Unlimited</u> Attendees Upgrade an additional \$1500 to base price			+\$1500
<input type="checkbox"/> Apres Upgrade <ul style="list-style-type: none"> ● Day lodge 9a to 9p ● Outdoor fire cauldron usage until 9 pm ● Option: Campout in parking lot (no hookups; no access to lodge after 9 pm) 			+\$1000
TOTAL			
Will children/minors be present at this event? Y N			
Will anyone need to rent ski/snowboard equipment? Y N Approx. how many? _____			

CAFÉ: Do you want the café open for lunch? Y N <i>**Café hours are 11:30 am to 1:30 pm**</i>				
Dietary Restrictions: If yes, please fill in the table below. If no restrictions, write "n/a"				
	Celiacs	Vegetarian	Vegan	Other:
Number of Guests				
Food allergies?				
Tab picked up by party host <input type="checkbox"/>		Party guests will pay for themselves <input type="checkbox"/>		

VENUE RENTAL CONTRACT

EXHIBIT A

TERMS AND CONDITIONS:

1. USE OF PREMISES AND GROUNDS

- A. Facility and grounds are only to be used for stated purpose(s).
- B. Set up and breakdown times must fall within the total rental time period. It is the responsibility of the Renter to move equipment within the facility or on the grounds during event.
- C. All activities must end by designated time of departure.
- D. Your CONTACT person will need to check out and sign off with our staff person.
- E. Smoking and vaping is prohibited in the facility and within 10 feet of all entrances, exits, windows and air take vents.
- F. **No rice, confetti or glitter** is allowed inside or outside the facility. If found on site, the event host forfeits the entirety of the security deposit and may incur additional expenses for cleaning/removal of glitter.
- G. No pets are allowed within the building except for service animals. Animals outside on the grounds are to be leashed and cleaned up after.
- H. DJs/Bands/Musicians must review Pine Creek Ski Resort Music Contract prior to the event. *DJs/Bands/Musicians that abuse our usage rules will not be allowed back.*
- I. Music cannot be audible beyond the Pine Creek Ski Resort grounds.
- J. Children must be supervised.
- K. Fire without prior approval is prohibited on premises and will incur a fine of \$1,000.
- L. On-site Pine Creek Ski Resort staff monitors event activities and has the authority to enforce contract rules. Pine Creek Ski Resort staff can terminate rental if renter does not honor contract or local law.
- M. Fee for use of Commercial Kitchen (\$500/day) includes: Kitchen space, sinks, gas stove & oven, griddle; & limited utensils as available.

2. PROPERTY DAMAGE

If damage to Pine Creek Ski Resort property occurs, Renter agrees to pay for, or replace, any object of Pine Creek Ski Resort property that is destroyed, damaged, or stolen during the event. Such payment or replacement must be made immediately upon receipt of notification from Pine Creek Ski Resort.

3. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Renter agrees to indemnify and hold Pine Creek Ski Area, Pine Creek Ski Resort LLC, and Lincoln County, its officers and agents harmless from and against any and all liability, claims, actions, demands or losses of any kind and nature that may occur or be claimed with respect to any person or persons, corporation, property of chattels, on or about the Pine Creek Ski Resort, or to the property itself resulting from any act done, or omission by or through the Renter, its agents, contractors, employees, invitees, or any person on the premises of the Pine Creek Ski Resort by reason of Renter's use or occupancy thereof. These may include, but are not limited to accident, injury or damage to property arising from any act of the Renter or Renter's guest, whether intentional or negligent, which occur during use. Renter agrees to pay all costs and attorney fees incurred by the Pine Creek Ski Resort owner and representatives in defending any such claim or action brought against the owner and representatives.

4. PERSONAL AND ABANDONED PROPERTY

The Pine Creek Ski Resort and its representatives assume no responsibility for any property placed in the facility or on the premises or any property that is left on the premises after the event is over.

5. CANCELLATION POLICY

A. All cancellations must be in writing.

B. Pine Creek Ski Resort may cancel rentals due to inclement weather, emergency conditions, or events beyond the control of Pine Creek Ski Resort. In case of cancellation initiated by the Pine Creek Ski Resort, all rental and deposit monies will be refunded.

6. ALCOHOL

A. Renter agrees and warrants that there shall be NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER AGE 21. Renter agrees to refuse to allow alcohol to be served to, or consumed by, any person who is visibly intoxicated or under 21 years of age. Renter shall monitor all service, if any, of alcohol and specifically acknowledges that Renter is solely liable for the consumption of any alcohol by any person on the Premises and that such liability shall extend to any aspect regarding the consumption of alcohol. Pine Creek Ski Resort may ask guests for identification to verify age and reserves the right to ask to the entire party to leave

if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appears intoxicated and refuses to leave the Premises.

B. Renter shall indemnify and hold Pine Creek Ski Resort harmless from all liability for improper use of alcohol.

7. Waiver & Liability Release for Use of Ski Area & Lift

WARNING: Under Wyoming law, a skier assumes the inherent risks of skiing and is legally responsible for damage, injury or death to person or property that results from the inherent risks of skiing.

Acceptance of this ticket constitutes a contract. The purchaser or user of this ticket agrees and understands that skiing, snowboarding, snowbiking, snow tubing, and winter sports activities can be hazardous with inherent and other risks. All of the inherent and other risks of these activities present the risk of serious and/or fatal injury or property damage. The holder of this ticket, as a condition of being permitted to use the facilities of the area, agrees to assume all risk of personal injury or loss of or damage to property. These risks include but are not limited to: variations in snow, steepness and terrain, trailside drop-offs, surface and subsurface snow and/or ice conditions, moguls, rocks, trees, and other forms of forest growth or debris (above or below the surface), bare spots, lift towers, cables, utility lines, snowmaking equipment, and component parts and other forms of natural and man-made obstacles and/or off trails or chutes, as well as collisions with equipment, obstacles or other conditions, snowboarders, snowbikers, snowtubers, or persons. Snow conditions vary constantly because of weather changes and use. These are some of the risks of these activities.

In consideration of using Pine Creek Ski Resort facilities and lifts, the purchaser or user of this ticket voluntarily agrees not to sue Pine Creek Ski Resort or its employees, if hurt while participating in these activities, regardless of any negligence of Pine Creek Ski Resort or its employees or agents. Pine Creek Ski Resort is released of any and all liability associated with winter sports activities including skiing, snowboarding, snowbiking, and snowtubing.

Waiver will be provided on the day of private mountain rental. All persons participating in private ski day are required to sign the waiver prior to accessing the mountain. Signature on waiver will serve in lieu of physical lift ticket.

Agreement by Signature

Signature indicates the Renter agrees to all terms and conditions stated herein.

Client(s) or agent or Renter: <i>Financially responsible for all of the above.</i>	Pine Creek Ski Resort Representative
Signature:	Signature:
Print Name:	Print Name:
Date:	Date:

In response to the COVID-19 pandemic, Pine Creek Ski Area has established health and safety measures for all of our guests. However, an inherent risk of exposure to COVID-19 exists in any public place where people are present. By visiting Pine Creek Ski Area, you voluntarily assume all risk related to such exposure. You must follow all posted instructions and directions while visiting the resort to help minimize the risk of spread of COVID-19.

What's Nearby?

Cokeville, WY 7 miles from Pine Creek	Type of Business	Hours of Operation	Phone Number
The Hideout Motel https://hideoutmotel.com/	Motel	7 days/week	307-279-3281
Gold Buckle Grill	Restaurant	Tues.-Sat. 12p-8p	307-279-2900
Flying J Travel Center	Gas Station & Convenience Store	7 days/week 6a-12a	307-279-3050

NEAREST Grocery Store Link to Google Map	City, State	Approx. travel time from P.C.	Direction from P.C.
Broulim's Montpelier	Montpelier, ID	42 minutes	NW
Ridley's	Kemmerer, WY	55 minutes	SE
Broulim's Afton	Afton, WY	1 hr. 7 min.	North
Mike's Market	Garden City, UT	1 hr. 4 min.	South/SW

NEAREST Hospital Link to Google Map	City, State	Approx. travel time from P.C.	Direction from P.C.
Bear Lake Memorial Hospital	Montpelier, ID	43 minutes	NW
South Lincoln Medical Center	Kemmerer, WY	57 minutes	SE
Star Valley Health	Afton, WY	1 hr. 5 min.	North
Cache Valley Hospital	Logan, UT	1 hr. 57 min.	South/SW

FAQs:

Recycling: Though local recycling programs are unavailable, those wanting to recycle cans/bottles may designate a garbage can for that purpose and haul the bag to their home recycling program.

Tailgating/BYOB BBQ: You may set up your own BBQ/grill with prior approval.

Outdoor Fire Cauldron: Use of outdoor fire cauldron must be approved by Pine Creek management; fire shall be built & ignited by Pine Creek personnel. Request prior to arrival to give enough lead time.

Addendum: CERTIFICATE OF INSURANCE--COI

In some cases, Renter must provide a Certificate of Liability Insurance prior to the event. This insurance certificate must explicitly state the following conditions:

A. \$1,000,000 Bodily Injury and Property Damage Liability Limits;

B. Pine Creek Ski Resort LLC, its owners, officers, agents, and employees must be named as additional insured for any claim or claims resulting from or growing out of the Renter or event.

Failure to provide evidence of this insurance to the Pine Creek Ski Resort coordinator, prior to your event, can cause immediate cancellation of your event. Cancellations resulting from failure of renter to provide the Pine Creek Ski Resort with a proper and timely certificate of liability insurance will be treated as a renter caused cancellation.

For assistance getting a Certificate of Liability, visit: www.theeventhelper.com (Cost ranges from \$105 to ~\$200+ depending on number of attendees and days).

Typical examples of event requiring COI:

- Ski rep holding a demo for his/her retailers.
- Company hosting their employees for the day.
- Country Club hosting their members for the day.

Unsure if your event requires a COI? Call or email Alicia to discuss.