



455 Mountain Village Blvd. Mountain Village, CO 81435  
(970) 369-8235

**TO:** Town Council  
**FROM:** J.D. Wise, Economic Development & Sustainability Director  
David McConaughy, Town Attorney  
**DATE:** June 11, 2024  
**RE:** Consideration of a Resolution of the Town Council of the Town of Mountain Village, Colorado Concerning Telluride Conference Center Event Contracts.

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**EXECUTIVE SUMMARY**

On May 3, 2024 the Town assumed management of the Telluride Conference Center (“TCC”) and has engaged ABH Services, Inc. (“ABH”) to provide sales services for the facility.

ABH will work on behalf of the Town to pursue and negotiate event agreements with clients that desire to host conferences and events at the TCC. These agreements will be entered into by the Town of Mountain Village and the client, and currently, such agreements would require approval from Town Council.

In an effort to bring efficiency to the management of the TCC, staff is requesting that Council delegate to and authorize the Town Manager or their designee to enter into and manage the TCC’s event contracts with third parties.

**STAFF RECOMMENDATION:**

- Staff recommends approval of the resolution provided herein.

**SUGGESTED MOTION:**

- I move to approve a Resolution of the Town Council of the Town of Mountain Village, Colorado concerning Telluride Conference Center Event Contracts as presented.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE,  
COLORADO CONCERNING TELLURIDE CONFERENCE CENTER EVENT CONTRACTS**

**RESOLUTION NO. 2024-\_\_**

WHEREAS, the Town of Mountain Village (the “Town”) is a duly organized and existing home rule municipality of the State of Colorado, created and operating pursuant to Article XX of the Colorado Constitution and the Town’s Home Rule Charter (the “Charter”); and

WHEREAS, the Town owns certain real property located at 580 Mountain Village Boulevard, Mountain Village, Colorado 81435, which operates and is known as the Telluride Conference Center (“TCC”), offering meeting, food and beverage, and event facilities to the public; and

WHEREAS, in order to streamline the management of the TCC, the Town Council desires to delegate to the Town Manager or their designee the ability to enter into and manage event contracts.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Mountain Village, Colorado, that:

**Section 1. Recitals.** The above recitals are hereby incorporated as findings of the Town Council.

**Section 2. Delegation and Authorization.** The Town Council hereby delegates to and authorizes the Town Manager or their designee to enter into and manage the TCC’s event contracts with third parties.

**Section 3. Severability.** If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, it being the Town Council’s intention that the various provisions hereof are severable.

**Section 4. Effective Date.** This Resolution shall be in full force and effect upon its passage and adoption.\

**ADOPTED AND APPROVED by the Town Council at a regular public meeting held on \_\_\_\_\_, 2024.**

TOWN OF MOUNTAIN VILLAGE TOWN  
COUNCIL

By: \_\_\_\_\_  
Martinique Prohaska, Mayor

ATTEST:

\_\_\_\_\_  
Susan Johnston, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David McConaughy, Town Attorney



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**TO:** Town Council  
**FROM:** J.D. Wise, Economic Development & Sustainability Director  
David McConaughy, Town Attorney  
**DATE:** June 11, 2024  
**RE:** Consideration of Approval of an Assignment Agreement between TSG Ski and Golf, LLC and the Town of Mountain Village Assigning Existing Telluride Conference Center Agreements.

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### **EXECUTIVE SUMMARY**

On May 3, 2024, the Town assumed management of the Telluride Conference Center (“TCC”).

TSG Ski and Golf, LLC (“TSG”) has several existing agreements for events that are currently booked at the TCC. These contracts include a provision which allows TSG to assign the respective agreements to the Town, allowing for the uninterrupted execution of booked events.

TSG desires to assign, and the Town desires to accept the assignment of these existing agreements as outlined in the attached agreement.

### **STAFF RECOMMENDATION:**

- Staff recommends approval of the Assignment Agreement provided herein.

### **SUGGESTED MOTION:**

- I move to approve the Assignment Agreement between TSG Ski and Golf, LLC and the Town of Mountain Village Assigning Existing Telluride Conference Center Agreements as presented.

## ASSIGNMENT OF TELLURIDE CONFERENCE CENTER AGREEMENTS

THIS ASSIGNMENT AGREEMENT (“Assignment Agreement”) is made to be effective as of the \_\_\_ day of \_\_\_\_\_ 2024, by TSG Ski & Golf, LLC, a Delaware limited liability company, dba Telluride Ski & Golf, LLC and Telluride Conference Center (“**Assignor or TSG**”) and the Town of Mountain Village (“**Assignee or Town**”).

### **RECITALS**

WHEREAS, TSG and the Town entered into an Amended and Restated Telluride Conference Center Agreement (“TCC Agreement”), dated October 14, 2015, wherein TSG was hired by the Town as the Manager of the Telluride Conference Center (TCC).

WHEREAS, the Town recently terminated the TCC Agreement, effective May 1, 2024. Prior to May 1, 2024, TSG, during the course of its management responsibilities entered into a series of agreements for various events to be held at the TCC after May 3, 2024 (collectively the “Event Agreements.” The Event Agreements are attached hereto as Exhibit A and incorporated herein by this reference;

WHEREAS, Assignor desires to assign, transfer, sell and convey to Assignee all of Assignor's right, title and interest in, to and under said Event Agreements; and

WHEREAS, Assignee desires to assume and acquire all of Assignor's right, title and interest in, to and under said Event Agreements; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

### **AGREEMENT**

1. **Assignment of Event Agreements:** Assignor does hereby assign, transfer, sell and convey unto Assignee all of Assignor's right, title and interest in, to and under said Event Agreements, including without limitation all deposits previously provided and monies paid pursuant to the Event Agreements. Assignor agrees to cooperate with Assignee to transfer all such deposits to Assignee within five business days following execution of this Agreement.
2. **Consent of Assignee.** Assignee hereby consents to this Assignment and assumes all liabilities and agrees to perform all of Assignor's duties and obligations under said Event Agreements. Assignee agrees it shall inform all Event clients/users of this Assignment.
3. **Additional Provisions.** To the extent permitted by law and without waiving the Town's immunity as provided pursuant to C.R.S. Section 24-10-114, the Town agrees to indemnify, defend and hold harmless TSG and its officers, directors, and employees, agents and affiliates from and against any and all Claims arising out or related to any loss, cost, damage or injury (including without limitation, injury or death of any person or

damage to property of any kind) arising out or in connection with, or related to (1) the Event Agreements; and (2) the Town's occupancy, use, operation and/or maintenance of the TCC and (3) the Town's failure to perform any of the terms or conditions associated with this Assignment Agreement or otherwise; and (4) any claims asserted against TSG related to the TCC or any event held at the TCC arising from facts or circumstances occurring on or after May 3, 2024; provided, however, to the extent that any such claims arise out of acts or omissions of TSG occurring prior to May 3, 2024, the Town reserves all rights to seek indemnity or contribution from TSG for any claimed loss, cost, damage or injury. This Assignment Agreement shall be binding upon Assignor and shall inure to the benefit of Assignee and its successors and assigns. Assignor agrees to execute such further instruments as are necessary, desirable or convenient in Assignee's opinion to establish or vest Assignee's rights in and to the Event Agreements. The indemnity obligations and all fiscal obligations of Assignee pursuant to this Agreement or the Event Agreements are subject to annual budgeting and appropriation of the Mountain Village Town Council to the extent required by Colorado law. Nothing herein shall be construed as a waiver of Assignee's governmental immunity. Any confidentiality provisions in the Event Agreements are subject to Assignee's duties pursuant to the Colorado Open Records Act.

IN WITNESS WHEREOF this Assignment has been signed as of the date first above written.

**ASSIGNOR:**

**TSG Ski & Golf, LLC**, a Delaware limited liability company,

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ASSIGNEE:**

The Town of Mountain Village

By: \_\_\_\_\_

Paul Wisor, Town Manager

		<b>EXHIBIT A</b>		
<b>Fully Assigned</b>	<b>Event Date</b>	<b>TCC Deposit Collected</b>	<b>Notes</b>	
3 Mountain Film 2024	5/20-5/27/2024	\$ 22,900.00		
3 Mountain Film 2025 - 2026	5/19/2025	\$ -	No Deposit collected for this event	
5 Telluride Science Research Center	6/4/2024	\$ 5,625.00		
4 TAR Summer Meeting 2024	6/5/2024	\$ 2,850.00		
23 Club Red ShinyRibs	6/14/2024	\$ -	No Deposit collected for this event	
7 Planet Bluegrass	6/19/2024	\$ 1,850.00		
23 Club Red Jamestown Revival	8/9/2024	\$ -	No Deposit Collected from Beyond The Groove	
10 2024 Autumn Classic	9/28/2024	\$ 13,400.00		
12 Retina Conference	1/30/2025	\$ 6,525.00		
13 TAB 2025 - 2026	2/14/2025	\$ -	No Deposit collected for this event	



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**TO:** Town Council  
**FROM:** J.D. Wise, Economic Development & Sustainability Director  
David McConaughy, Town Attorney  
**DATE:** June 18, 2024  
**RE:** Consideration of Approval of a Partial Assignment Agreement between TSG Ski and Golf, LLC and the Town of Mountain Village Assigning Existing Telluride Conference Center Agreements.

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### **EXECUTIVE SUMMARY**

On May 3, 2024, the Town assumed management of the Telluride Conference Center (“TCC”).

TSG Ski and Golf, LLC (“TSG”) has several existing agreements for events that are inclusive of activities or use within the TCC, but that also combine use of TSG owned spaces or amenities both on and off the resort.

These contracts include a provision which allows TSG to assign the portion of the respective agreements involving the TCC to the Town, allowing for the uninterrupted execution of events within the TCC.

TSG desires to assign, and the Town desires to accept the assignment of the portions of these existing agreements that will occur within the TCC as outlined in the attached agreement.

### **STAFF RECOMMENDATION:**

- Staff recommends approval of the Partial Assignment Agreement provided herein.

### **SUGGESTED MOTION:**

- I move to approve the Partial Assignment Agreement between TSG Ski and Golf, LLC and the Town of Mountain Village Assigning Portions of Existing Telluride Conference Center Agreements as presented.

## **PARTIAL ASSIGNMENT OF TELLURIDE CONFERENCE CENTER AGREEMENTS**

THIS PARTIAL ASSIGNMENT AGREEMENT (“Partial Assignment Agreement”) is made to be effective as of the \_\_\_ day of \_\_\_\_\_ 2024, by TSG Ski & Golf, LLC, a Delaware limited liability company, dba Telluride Ski & Golf, LLC and Telluride Conference Center (“**Assignor or TSG**”) and the Town of Mountain Village (“**Assignee or Town**”).

### **RECITALS**

WHEREAS, TSG and the Town entered into an Amended and Restated Telluride Conference Center Agreement (“TCC Agreement”), dated October 14, 2015, wherein TSG was hired by the Town as the Manager of the Telluride Conference Center (TCC).

WHEREAS, the Town recently terminated the TCC Agreement, effective May 3, 2024. Prior to May 3, 2024, TSG, during the course of its management responsibilities entered into a series of agreements for various events to be held at the TCC after May 3, 2024 (collectively the “Event Agreements.” Some of these Event Agreements combined the use of the TCC with Peaks Hotel Rooms and Ski Lift Ticket Sales. The purpose of this Partial Assignment Agreement is to assign to the Town only that portion of these Event Agreements that relate to the use, arrangements, bookings and services for the TCC (“TCC Bookings”) and not the Peaks or ticket sales). These Event Agreements and associated deposits for the TCC are attached hereto as Exhibit A and incorporated herein by this reference;

WHEREAS, Assignor desires to assign, transfer, sell and convey to Assignee all of Assignor's right, title and interest in, to and under said Event Agreements. but only for the TCC Bookings”); and

WHEREAS, Assignee desires to assume and acquire all of Assignor's right, title and interest in, to and under said Event Agreements for all TCC Bookings; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

### **AGREEMENT**

1. **Assignment of Event Agreements:** Assignor does hereby assign, transfer, sell and convey unto Assignee all of Assignor's right, title and interest in, to and under said Event Agreements, including without limitation all deposits previously provided and monies paid pursuant to the Event Agreements, but only for the TCC Bookings, not the Peaks Hotel Rooms or Ticket Sales. Assignor agrees to cooperate with Assignee to transfer all such deposits to Assignee within five business days following execution of this Agreement. The Event Agreements and associated deposits are listed on Exhibit “A” attached hereto and incorporated herein by this reference.



2. Consent of Assignee. Assignee hereby consents to this Assignment and assumes all liabilities and agrees to perform all of Assignor's duties and obligations under said Event Agreements for the TCC Bookings. Assignee agrees it shall inform all Event clients/users of this Assignment.
  
3. Additional Provisions. To the extent permitted by law and without waiving the Town's immunity as provided pursuant to C.R.S. Section 24-10-114, the Town agrees to indemnify, defend and hold harmless TSG and its officers, directors, and employees, agents and affiliates from and against any and all Claims arising out or related to any loss, cost, damage or injury (including without limitation, injury or death of any person or damage to property of any kind) arising out or in connection with, or related to (1) the TCC Bookings in the Event Agreements; and (2) the Town's occupancy, use, operation and/or maintenance of the TCC and (3) the Town's failure to perform any of the terms or conditions associated with this Assignment Agreement or otherwise; and (4) any claims asserted against TSG related to the TCC or any event held at the TCC arising from facts or circumstances occurring on or after May 3, 2024; provided, however, to the extent that any such claims arise out of acts or omissions of TSG occurring prior to May 3, 2024, the Town reserves all rights to seek indemnity or contribution from TSG for any claimed loss, cost, damage or injury. This Assignment Agreement shall be binding upon Assignor and shall inure to the benefit of Assignee and its successors and assigns. Assignor agrees to execute such further instruments as are necessary, desirable or convenient in Assignee's opinion to establish or vest Assignee's rights in and to the Event Agreements. The indemnity obligations and all fiscal obligations of Assignee pursuant to this Agreement or the Event Agreements are subject to annual budgeting and appropriation of the Mountain Village Town Council to the extent required by Colorado law. Nothing herein shall be construed as a waiver of Assignee's governmental immunity. Any confidentiality provisions in the Event Agreements are subject to Assignee's duties pursuant to the Colorado Open Records Act.

IN WITNESS WHEREOF this Assignment has been signed as of the date first above written.

**ASSIGNOR:**

**TSG Ski & Golf, LLC**, a Delaware limited liability company,

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ASSIGNEE:**

The Town of Mountain Village

By: \_\_\_\_\_

Paul Wisor, Town Manager

		EXHIBIT A		
	Partially Assigned	Event Date	TCC Deposit Collected	Notes
21	Daniel Energy Partners	6/24-6/28/2024	\$ -	No Deposit collected for this event. TCC & Peaks Event
8	Telluride Yoga Festival	6/27/2024	\$ 6,000.00	(Deposit Reflected for TCC only) TCC & Peaks Event
20	Colorado Association of Transit Agencies	10/7-10/10/2024	\$ 7,850.00	(Deposit Reflected for TCC only) TCC & Peaks Event
14	Mayo Clinic Echo 2025	3/1/2025	\$ -	No Deposit collected for this event. TCC & Peaks Event
15	Flatland Ski Association	1/25/2025	\$ -	No Deposit collected for this event. TCC & Lift Tickets Event
11	NAASF 2025 - 2026	3/30/2025	\$ -	No Deposit collected for this event. TCC & Lift Tickets Event