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Milena Kassel
Park County

**PARK COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS
Resolution No. 2022-47**

**A RESOLUTION APPROVING AND ADOPTING A 2022
SCHEDULE OF FEES FOR THE PARK COUNTY FAIRGROUNDS**

Be it resolved by the Board of County Commissioners of the County of Park that the 2022 schedule of fees for the Park County Fairgrounds attached hereto and incorporated by this reference is hereby approved and adopted.

Moved, seconded, and approved this 27th day of December, 2022.

PARK COUNTY BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink, appearing to read "Richard Elsner", written over a horizontal line.

Richard Elsner, Chairman

ATTEST:

A handwritten signature in black ink, appearing to read "Milena Kassel", written over a horizontal line.
County Clerk

PARK COUNTY

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Fairgrounds Fee Schedule

Facility	Commercial	Community	Security Deposit
Joe Lynch Arena	\$600.00	\$300.00	\$300.00
Arena Lights	\$30.00 Per Hour	\$15.00 Per Hour	
South Arena	\$300.00	\$150.00	\$150.00
Barn	\$300.00	\$150.00	\$150.00
Restrooms	\$150.00	\$100.00	\$100.0
R.V. Hookups (electrical)	\$30.00	\$15.00	

All fees are per day or event. All users must review and agree to the Park County Facilities and Fleet department Policies and Procedures for Rental of County Facilities for Event Holders Guidelines Document. Reservations are To be Booked in advance. Reservations may be made by calling the Facilities and Fleet Department Monday to Thursday 7:00am to 5:00pm at 719-836-4289. Livestock water available seasonally. Any arena or stall use shall Include removal of all animals manure and straw or left over feed. Failure to do so will result in loss of deposit and possible loss of future use. Fee checks to be made out to Facilities and Fleet Department. Address is P.O. Box 903 Fairplay Colorado 80440. All required liability insurance certificates and signed Hold County Harmless Agreements (as outlined in the County Rental Policies and Procedures document) will be provided prior to the event.

Fee Schedule Categories

Unless otherwise noted, rates are set forth in the Park County Facilities & Fleet Department Use Fee Schedule.

Standard Rate

- Applies to any for-profit individual, organization, company or entity.
- Applies to any non-profit organizations that are not located in Park County. Location shall be determined by the organization address or primary funding source.

Rates

- Applies to any for-profit oriented events that have ticket sales. These events are charged a reduced base rental rate, subject to applicable surcharges.
- This rate applies to any Park County non-profit groups who are using a County Facility for civic purposes such as education meetings, organization or service meetings, seminars, training and fundraising.
- This rate applies to other government agencies using a facility.
- This rate applies to 4-H groups using any facility.
- Organization must be registered with the State of Colorado as a non-profit (501C-3) or similar qualifying non-profit entity.
- The organization must be located in Park County. Location shall be determined by the organization address or primary funding source.
- These events are charged a reduced base rental rate, subject to applicable surcharges.

General Usage Policies

Park County Government retains control and management of Park County Facilities & Fleet Department at all times and shall have the right at all times to enforce all rules and regulations and shall have the right to eject all persons who fail or refuse to comply.

4-H Use

All Events by the 4-H must follow the Park County Facilities and Fleet Policies/Procedures.

Accident Management

In the case of an accident or emergency, Event Holder agrees to cooperate with Park County Facilities and Fleet Department in the formulation of an action plan. All accidents, occurrences, and incidents must be reported to Park County Facilities & Fleet Department Management as soon as possible, but not later than the next business day. Reports must include:

1. Name, address and telephone number of the injured person or persons.
2. Name, address and telephone number of any witnesses.
3. A description of the accident (how, when, and where it happened).
4. A description of the extent of bodily injury or property damage.

Park County Facilities & Fleet Department has the right to require medical personnel, based on the type of event.

Advertising

Event Holder shall not hang signs, bunting or other advertising materials anywhere on the premises without prior approval of Park County Facilities and Fleet Department. Park County does recognize the need for Event Holder to display sponsor advertising, therefore advertising materials and locations will be determined on a case by case basis.

Alcoholic Beverages

Alcohol is strictly prohibited at all Park County Facilities unless the following criteria are met:

1. Alcohol consumption must be outlined in the Facilities Use Form and details determined (such as: location, time, security plan). Event Holder and participants are not to bring alcoholic beverages onto any of the facilities.
2. If alcohol is to be sold in a Park County Facility:
 - Event Holder must obtain a "Special Event Permit" (State of Colorado regulated through, Town Governments and Park County Government – depending on the facility location).
 - Provide certificate of insurance including liquor liability as described in the insurance section herein.
 - Provide a security plan to Park County Facilities and Fleet Department for final approval a minimum of 30 days prior to scheduled event.
3. If the Event Holder fails to disclose that alcohol is to be sold, served or otherwise made available as described above, the Event Holder, participants, spectators and anyone else involved with the event are subject to removal, citation or arrest at the discretion of the Park County Sheriff's Office.

Animals

Event Holder utilizing a Park County Facility for any activity, in which animals are used or exhibited, shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the human care and treatment of animals. Event

Holder assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals, which are under the Event Holder's care and control.

All animals must be penned, stalled and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to assure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of animals from the premises or Park County Animal Control may be called and the User rights may be revoked immediately.

Animals/pets are not permitted in any Park County Facility, Certified service animals are the exception.

Camping / RV Use

Any Event camping or using RV's at a Park County Facility shall use designated areas for camping and parking. Refer to Park County Facilities and Fleet Department for each facility specific information.

Cancellation of Event

All cancellations by Event Holder shall be in writing or by e-mail and effective upon receipt by Park County Facilities & Fleet Department. Park County shall not be responsible for any consequences monetary or otherwise due to cancellation by Event Holder. The maximum liability of the County to an Event Holder due to cancellation of an Event by the County, regardless of the reason for cancellation, is limited to the fees paid by the Event Holder.

Clean-up Guidelines

Each facility requirements for clean-up; refer to the Park County Facilities and Fleet Department for details.

Failure to meet the clean- up requirements may result in partial or total forfeiture of the security deposit.

1. Return all chairs, tables and other equipment to their designated storage area.
2. Sweep, vacuum, and mop all floors or agree to pay building janitor to do the work.
3. All utensils/dishes in the kitchen are to be washed and returned to their correct storage area.
4. Restrooms shall be cleaned and all trash removed by user.
5. Lights shall be turned off and heater thermostats reset to 55 degrees F.
6. Parking areas shall be cleared of all trash and debris at Event Holder's expense.
7. Trash containers will be provided for all Park County events.

Damage Costs (Security Deposit)

The Event Holder shall be held responsible for all damages to and any necessary clean-up of the rented Park County Facilities & Fleet Department and property. All costs deemed necessary and incurred by Park County for replacement and/or repairs caused on behalf of the Event Holder will be billed to the Event Holder within ten (10) working days after the event. Payment must be made within fifteen (15) days after receipt of billing.

The Event Holder may be required to post a security deposit to defray the cost of repairs/clean up at the sole discretion of the Park County Facilities & Fleet Director. The deposit will be refunded if the rental facility and property are left in a clean state and there are no damages. The deposit shall be due and payable a minimum of (one) 1 week prior to commencement of the event.

Decorations

Facility requirements differ for decorating. All decorating plans must be submitted and approved by Park County Facilities and Fleet Department prior to an event. Regardless of the facility or the type of decorations, the Event Holder must remove all decorating materials at the end of their function or event.

Deliveries

Deliveries will not be accepted by any Park County Facilities and Fleet employee for any Event Holder.

Event Marketing

Park County Facilities and Fleet Department employees shall not be responsible for event promotion. Any facility office phone number as well as any Park County Government phone number shall not be published or placed on any promotional material for any event or otherwise published in connection with an event. The Park County Government logo may not be used on any promotional material without the express written consent of Park County Facilities & Fleet Department.

Event Staffing

Event Holder shall provide all security, ushers, announcers, ticket takers, clean- up crew and other personnel necessary to conduct the activities. to provide personnel for limited activities. A Park County Facilities & Fleet Department employee may be on site or on call while facilities are occupied. This will be determined on an event by event basis.

Facility Alterations

Event Holder may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any the facilities without prior written authorization of Park County Facilities & Fleet Department Director. All alterations must be requested in writing and submitted two (2) weeks prior to the event.

Fairgrounds

Event Holder must follow the Park County and Park County Facilities and Fleet Policies/Procedures.

Fire Safety Standards

All fire regulations in the Uniform Fire Code as amended and approved by the local jurisdiction shall be strictly observed. The UFC regulates the placement of tables and chairs, decorations, dimensions of all aisles and exits, etc. Park County Facilities and Fleet Department will work with Event Holder to ensure compliance with the UFC, However, the Event Holder is ultimately responsible for compliance. Event Holder should contact the appropriate Fire Department two (2) weeks prior to the scheduled event.

Food Service / Event Catering

Food service in all Facilities shall meet the general health standards of the Park County Environmental Health Department.

General Compliance

Event Holder agrees to comply with all applicable governmental agencies, ordinances and statutes. Event Holder assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with the Towns, Park County and the State of Colorado.

Glass Containers

Glass drinking containers are not permitted in any outdoor Park County Facility or parking lots.

Hazardous Waste

The Event Holder agrees, at all times when on Park County property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Park County and/ or any applicable laws. In the event the Event Holder shall be in possession of such hazardous or toxic waste, the Event Holder shall immediately notify Park County Facilities and Fleet Department and the Colorado Department of Public Health & Environment at (303) 692-2000 and such other governmental agency or body as may be required by law, relative to such materials. Additionally, Event Holder agrees not to dispose of any refuse or empty any fluids on Park County property. In the event the Event Holder, or its agents, vendors, sub licensees, concessionaires or employees dump grease in the facility sewer system, or at locations not authorized by Park County Facilities and Fleet Department, or shall otherwise violate the provisions of this paragraph. The Event Holder may be subject to a fine plus any costs incurred by Park County.

Health Permit Requirements

When an event involves a temporary food service operation or food demonstration, the Event Holder is responsible for informing such exhibitors or food service operators that a permit from the Park County Environmental Health Department may be required. Event Holder shall contact the Park County Environmental Health Department at (719) 836-4161 prior to the scheduled event.

Horse Stall

This is for temporary and emergency use only. Length of use shall be limited to 48 hours unless otherwise authorized. No stallions are allowed on the Park County Fairgrounds unless given written permission. All users shall make alternate arrangements for stalling and are subject to one (1) week notice to vacate (care & clean thereof) in order to dry the stalls and set up for the Park County Fair.

Indemnification

Lessor agrees to indemnify and hold harmless the County, and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney's fees, on account of injury, loss, or damage, including limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the lessor, any subcontractor of lessor, or any officer, employee, representative, or agent or lessor or of any subcontractor or lessor, or which arise out of any workmen's compensation claim of any employee or lessor or of any employee of any subcontractor of lessor.

MISCELLANEOUS

- A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Park County, Colorado.
- B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the County shall not constitute a waiver of any of the other terms or obligation of this Agreement.
- C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Consultant and the County, superseding all prior oral or written communications.
- D. Third Parties. There are no intended third-party beneficiaries to this Agreement.
- E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:
- F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- G. Modification. The Agreement may only be modified upon written agreement of the parties.
- H. Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
- I. Governmental Immunity. The County, its officers, and its employees, are relying on, and do not waive or intent to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) (per occurrence) or any other rights, immunities, and protections provided by the Colorado Government Immunity Act, C.R.S. 24-10-101, et. seq. , as amended, or otherwise available to the County and its officers or employees.
- J. Rights and Remedies. The rights and remedies of the County under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the County's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.
- K. Non-appropriation. As required by Article X, Section 20 of the Colorado Constitution, any obligation of the County not performed in the current fiscal year shall be subject to annual appropriated for the County's governing body. Should sufficient funds not be appropriated for the County's performance in future fiscal years this agreement shall terminate and be of no further force or effect.

Intellectual Property

Event Holder will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the Event. Event Holder agrees to indemnify, defend and hold Park County, its officers, agents, and employees harmless from any claims or costs, including legal fees, which might arise from use of any such material. The Park County Government logo may not be used on any promotional material without the express written consent of Park County.

Key or Code Distribution

Facility keys or codes distribution will be given at time of approval of event.

Failure to return the keys (if applicable) at the specified time may result in forfeiture of the security deposit.

Loss of keys may result in the expense on the Event Holder part to re-key the facility.

Lost or Stolen Articles

Park County shall not be responsible, under any circumstances, for property of the Event Holder while on a Park County Facility premises. Park County Facilities and Fleet Department is not responsible for any loss of articles or equipment left unattended in any facility. The usage of security personnel when such equipment or articles are left in buildings or in a County Facility shall be the responsibility of the Event Holder. All articles, equipment, exhibits, displays or materials shall be brought into the facilities are the sole responsibility of the Event Holder.

No Tobacco

Tobacco use is prohibited at all times within all buildings owned, leased, or operated by Park County or within 15 feet of any entrance.

Reservations

Event Holder must complete and submit a Facilities Use Form with security deposit to be considered reserved and be approved.

Sales Tax Collection

Event Holder and Event Holder vendors are responsible for payment of all sales, use, assessments and/or fees in compliance with Park County, the Towns and the State of Colorado. It is the Event Holder and/or the Event Holder vendors, responsibility to collect and submit payment.

Security

Park County Facilities & Fleet Department has the right to require Event security, based on the type of Event. Park County Facilities and Fleet Department, with the consultation of the Park County Sheriff's Department, will determine Event security needs. All Event security plans must be submitted and approved by Park County Facilities and Fleet Department a minimum of 30 days prior to an Event.

Sub-Leasing

Event Holder may not, under any circumstances, sub-lease facilities, equipment or materials owned by Park County Government.

Time of Events – Operating Hours

Park County reserves the right to regulate the time, place and manner of proposed activities in its facilities after considering all applicable factors and interests. The terms "set up" or "tear down" shall include the use of the facilities for moving in and out in preparation of the facilities for performance of an Event. The hours for set up and tear down shall be specified in the Park County Facilities & Fleet Use Form and will be at the final discretion of Park County.

Use of or Loss of County Equipment

Without prior coordination and agreement of Park County Facilities and Fleet Department, Event Holder shall not operate motorized County-owned equipment. Additionally, Event Holder shall not dispose of **in any manner** equipment or materials owned by Park County Government.

Use Restrictions

Park County Government and/or Park County Facilities & Fleet Department may refuse Event bookings when it is their opinion that the Event may cause undue or unusual damage to the facilities or that may violate local, state or federal laws, rules or regulations.

Park County Government and/or Park County Facilities & Fleet Department may refuse Event bookings when it is their opinion that a requested Event conflicts with a similar Event previously scheduled on the premises. Once a Facilities Use Form has been signed and executed and deposit has been paid in full to the Park County Facilities and Fleet Department, they may, in its sole discretion, agree not to schedule a like Event on any part of any facility during the same period of time as that scheduled by the Event Holder.

Only the Board of Park County Commissioners, Park County Manager or Park County Assistant Manager or Park County Facilities and Fleet Department may waive any part of the policies and procedures. Waiver must be done in writing.

No Event shall be booked at the Park County Fairgrounds & Facilities that could interfere with the Annual Park County Fair.

The policies and procedures in place at the time of the signing of the Rental Agreement will govern.

Payment Policy

Method of Payment

Event Holder whose rental fees are in excess of \$200.00 shall pay a non-refundable 25% rental deposit at the time of booking an Event. The balance of the rental fee must be paid in full two (2) weeks in advance of Event Holder's scheduled Event. Rental fees less than or equal to \$200.00 must be paid in full at the time of booking an Event. Park County Facilities & Fleet Department accepts cash, personal, business, cashier checks or money orders.

Returned Check Policy

Any checks returned by the bank for any reason will be assessed the actual return fees charged to Park County. Event Holder will then be required to make payment with certified funds. The Event will not be held until certified funds are received. The County will not accept a reservation for a future Event from a prospective Event Holder, owing monies to Park County. Reservations for any additional Events previously scheduled are also subject to cancellation. In its sole discretion, the County may refuse to rent facilities to any prospective Event Holder who, at any time, failed to make full payment of insufficient funds to the County within 30 calendar days after the date of invoice.

Cancellation of Event

A non-refundable 25% rental deposit shall be retained by Park County upon the cancellation of any scheduled Event two weeks or more before the scheduled Event. If the Park County cancels the Facilities Use Agreement for any unforeseen reason or act of God, then all monies paid to