

**Park County Facilities & Fleet Department  
Policies and Procedures  
For Rental of all County Facilities (including arenas  
and fairgrounds)  
For Event Holder (aka Renter or User)**



Adopted by the Park County Facilities & Fleet Department Director \_\_\_\_\_  
Complete Rules and Regulations are available at the Park County Annex Office.

M/Forms/P.C. Facilities & Fleet P&P/km...../18

Event Holder must return: Facility Use Form; Assumption of Risk Agreement Form; Insurance Forms (if necessary) and Facility Fees before approval by the Park County Facilities & Fleet Department.

The Event Holder will be notified by email if approved.

# **Introduction**

## **Purpose of Policies and Procedures**

Provide a consistent guideline for Event Holder and to provide a safe and quality experience while using a Park County Facility.

## **Purpose of Fees**

Generate revenues to offset the operational costs of the facilities and to provide funds for future capital improvements.

## **Establishment of Fees**

Rental fees for Park County Facilities & Fleet Department will be reviewed on an annual basis with consideration given to:

- the service needs of the community
- the facility target user market
- competitive and reasonable rental rates
- operational costs and the need for future capital improvements

## **County**

Park County, Colorado, a political subdivision of the State of Colorado, acting through its Board of County Commissioners.

## **Event**

Any activity that takes place on a scheduled date on any Park County property.

## **Event Holder**

Any individual, organization, company or entity using and/or renting a Park County Facility.

## **Park County Facilities and Fleet Department**

Facilities and Fleet Director, Facilities and Fleet Coordinator and staff.

## **Rental Agreement**

Written agreement between Park County and Event Holder acknowledging use and fee arrangement for any Event held on County property.

## 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. The County does recognize the need for Event Holder to display sponsor advertising, therefore advertising materials and locations will be determined on an event by event 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 Event Holder (designees) 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 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 according to the agreed upon time frame on the Facility Use Agreement. (Note: requirement is on Facility Use form)

## **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 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 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 maybe 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) 836-4265 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 week's notice to vacate in order to dry the stalls and set up for the Park County Fair.

## **Indemnification**

To the fullest extent permitted by law, the Event Holder shall indemnify and hold harmless the County, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Events Holder's event, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, other fault of Event Holder, any officer, employee, representative or agent of the Event Holder, anyone directly or indirectly employed by the Event Holder, or anyone for whose acts the Event Holder may be liable; provided, however, that except for worker's or workmen's compensation, disability benefits or other similar employee benefit claims, Event Holder is not obligated to indemnify the Park County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any grossly negligent act or omission of Park County, or its officers, agents or employees. Event Holder's indemnification obligation hereunder shall not be

construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. With respect to any and all claims against Park County or any of their officers, employees or agents by any employee of Events Holder or anyone directly or indirectly employed by Event Holder, or anyone for whose acts Event Holder may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Event Holder, under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Section 13-21-119, Colorado Revised Statutes.

### **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 Administrator or Deputy Park County Administrator 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 \$201.00 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 Park County by the Event holder shall be refunded. Any liability of Park County shall be limited to the fees paid by the Event Holder.

## **Limitation of Liabilities**

Notwithstanding anything herein to the contrary, Park County will not be liable for any indirect, incidental, special, consequential damages, or damages resulting from the use of the Park County facilities, however arising, including failure of voice or data lines, even if Park County has been advised of the possibility of such damages. Park County will not assume liability for cancellation due to emergencies or unforeseen circumstances. Recovery under such circumstances shall be limited to the amount of rental fees paid under the Facilities Use Form.

## **Insurance Requirements**

### **Certificate of Insurance:**

The Event Holder will procure and maintain, at its own expense, insurance with insurers with an A- or better rating, the following policy of insurance: Commercial General Liability Insurance/ General Liability Insurance. Said insurance will provide limits as indicated herein. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy will contain a severability of interest's provision. The policy will also include all phases of the Event (set up preparation, actual Event, specific hours of occupancy and cleanup). When alcohol is served (not sold), host liquor liability as well as general liability insurance is required or a general liability policy with host liquor. When alcohol is sold, liquor liability as well as general liability insurance is required. The Event Holder will provide Park County Facilities and Fleet Department the required certificate(s) of insurance naming Park

County, Colorado, its officers, agents, and employees as additional insured's and naming the specific Event and date(s) being insured. If Event Holder hires a caterer to host and serve liquor, the caterer is required to provide liquor liability as well as general liability naming both, the Event Holder and Park County as additional insured. The required certificate(s) of insurance will be provided to Park County Facilities and Fleet Department at least two weeks prior to occupying a Park County Facility. The Event Holder will not be permitted to occupy or use a Park County Facility unless and until the required insurance is provided. The county can waive at its' discretion, these requirements for smaller user groups.

### **General Liability & Host and/or Liquor Liability Requirements**

	<b>INSURANCE LIMIT</b>	
	Single Limits	Aggregate
Any Event	\$1,000,000	\$1,000,000
	\$2,000,000	\$2,000,000
	Limits determined by Park County Risk Management at time of request	
Host Liquor (attendance 1 – 500)	\$1,000,000	\$1,000,000
Host Liquor (attendance 500 +)	\$2,000,000	\$2,000,000
Liquor Liability (attendance 1 – 500)	\$1,000,000	\$1,000,000
Liquor Liability (attendance 500+) (applies also to Caterer)	\$2,000,000	\$2,000,000

**PARK COUNTY, COLORADO  
RELEASE AND WAIVER OF LIABILITY  
AND ASSUMPTION OF RISK AGREEMENT**

**Event:** \_\_\_\_\_ **Event Date:** \_\_\_\_\_

**Event Location:** \_\_\_\_\_

*In consideration for being permitted to participate in the Event, I, the undersigned, acknowledge and agree to the following:*

**Assumption of Risk:** I fully understand that participation in the Event may not only involve risk of serious injury or death, economic loss, property damage, or loss that may result from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the Event is being conducted, and I voluntarily agree to assume this risk.

**Covenant Not to Sue:** I, my personal and legal representatives, heirs, successors, and next of kin will not make any claim against Park County, Colorado, or any of its present or former officials, employees, agents, attorneys, insurers, and representatives and their respective successors, heirs and assigns or any volunteer(s) ("Park County"), for injury, damage, death, or any other loss arising from or related to my participation in the Event.

**Release:** I, my personal and legal representatives, heirs, successors, and next of kin, forever release, waive, discharge and relinquish Park County from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness, and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by me in any way connected to, related to, or arising out of participation in the Event, regardless of any negligence of Park County.

**Statutory Limitation on Liability:** I understand that under Colorado Law, equine professionals or equine activity sponsors are not liable for injury to or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

I have carefully read this Agreement and fully understand its contents. I am aware that I have given up substantial rights by signing the Agreement, and I am signing the Agreement voluntarily. I have no obligation to participate in this Event or sign this Agreement, but I desire to do so. I certify that I am at least eighteen years of age.

Executed at \_\_\_\_\_, Colorado on \_\_\_\_\_, 20\_\_\_\_

Name of Participant: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_

Emergency contact/phone number: \_\_\_\_\_