RESOLUTION APPROVING POLICY CHANGES GOVERNING THE RENTAL OF THE ADAMS COUNTY REGIONAL PARK COMPLEX AND PICNIC GROUNDS

Resolution 2014-122

WHEREAS, the Adams County Regional Park Complex provides a variety of areas and facilities for use by individuals, organizations, community groups, city and County government entities and County departments; and,

WHEREAS, General Policies Governing Rental of the Adams County Regional Park Complex are provided as rules for those individuals and groups using the areas and facilities at the Regional Park; and,

WHEREAS, the Complex Rental Agreement is provided as rules and pricing for those individuals and groups renting the facility at the Adams County Regional Park Complex; and,

WHEREAS, the Picnic rental agreement is provided as rules and pricing for those individuals and groups using the picnic grounds at the Regional Park and Rotella Park; and,

WHEREAS, price increase and revisions have been made to the Policy and have been reviewed by the Adams County Parks Department, the Adams County Attorney’s Office and the Board of County Commissioners,

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the price increase and revisions to the General Policies Governing the Rental of the Adams County Regional Park Complex, Complex Rental Agreement and Picnic Agreement copies of which are attached hereto and incorporated herein by this reference, is hereby approved.
Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry_________________________ Aye
Tedesco________________________ Aye
Hansen__________________________ Aye

Commissioners

STATE OF COLORADO       )
County of Adams         )

I, __Karen Long__, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 10th day of March, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:

By:

Deputy
General Policies Governing Rental of the Regional Park Complex

1. Use of any facility at the Regional Park Complex is by Complex Rental Agreement between the user, hereafter referred to as the “Tenant” and Adams County.

2. No group may contract to rent a facility in its name for use by another group. There shall be no selling or exchanging dates by any group. All facility reservations shall be arranged solely by the Parks office.

3. There are fees charged for the use of the facility, as outlined in Exhibit A. Fees are reviewed and adjusted as needed to reflect changes in operating costs.

4. It is the tenant’s responsibility to be aware of, and abide by all policies, rules, and regulations pertaining to the use of the fairgrounds. Policies for the use of the facilities are outlined under Policies and Procedures.

5. No Non-Adams County Sponsored event or organization or person may use any portion of the Regional Park without having first obtained a Rental Agreement for occupancy. The Rental Agreement, for use of any portion of the Regional Park, is issued on authorized printed forms. The Rental Agreement must be signed by the Tenant and by the Regional Park Manager, or designee prior to the commencement of any activities of any kind on the Regional Park premises.

6. Tenants are responsible for damages to the reserved facilities that occur during the period of the agreement and periods of decorating before the event and clean-up after the event.

7. Tenant agrees to comply with all applicable laws, ordinances and statutes and to assume full responsibility for payment of all sales and use taxes, assessments and/or fees in as required by Adams County and the State of Colorado.

The Adams County Regional Park Complex operates on a year-round basis under the direction of the Adams County Board of County Commissioners and Parks Director. Major policy changes are reviewed and approved by the Board of County Commissioners.
Facility Rental General Rules

A. Policy Statement

C.R.S. § 30-11-101, authorizes the Board of County Commissioners to lease any real or personal property as either lessor or lessee, including facilities located thereon, when deemed by the Board of County Commissioners to be in the best interests of the County and its inhabitants. C.R.S. § 29-7-101, et.seq., authorizes the Board of County Commissioners to set fees for County owned or operated recreational facilities.

It is Adams County’s policy to comply with all applicable state and federal laws prohibiting discrimination based on race, age, color, sex, religion, national origin, disability, or other protected classification. Consequently, any and all lessees that utilize any county asset or facility are also expected to fully comply with all applicable state and federal laws prohibiting discrimination based on race, age, color, sex, religion, national origin, disability, or other protected classification.

Pursuant to the above statutes, the Board of County Commissioners has promulgated the following policies related to the assessment of charges and rental fees to individuals and organizations requesting rental of any portion of the Regional Park Complex and Fairgrounds facilities. Fees for the facilities are divided into three categories:

- Commercial
- Non-Profit
- County Government Events.

These categories are defined below. Fees are outlined in Exhibit A.

B. Definitions

1. Commercial Event
   The term “commercial” shall apply to any private person, for profit organization and company regardless the purpose of the rental or whether the services provided are for adults or minors.

2. Non-Profit
   The term “Non-Profit” shall apply to any organization, association, or entity that is registered with the Secretary of State’s office as a non-profit organization. Upon request, the organization must provide proof of its non-profit status to the Parks office.
3. County Government Events
   The term “County Government Events” shall apply to Adams County Government departments and agencies requesting use of the facilities for official county business or programs. These events will be pursuant to section” Rules pertaining to County Government Sponsored Events”.

4. High Demand Day/Low Demand Day
   High demand days are defined as Friday through Sunday. Low demand days are defined as Monday through Thursday.

C. Rules Pertaining to County Government Events

1. Tenants may not assess a fee to participants attending the meeting or seminar except as may be necessary to reimburse the tenants for the costs of materials provided at the meeting or seminar.

2. The Tenant shall be responsible for cleaning the kitchen as specified in the kitchen policies and procedures and to the satisfaction of the Parks Director. Tenant shall be billed for any damages to the kitchen or if the kitchen is not properly cleaned following the event.

3. County government events will be scheduled between 7:00 a.m. to 10:00 p.m. Monday through Thursday. All events must conclude by 10:00 p.m. County Government events scheduled on Friday through Sunday will be assessed the lowest non-profit rate available. Parks will provide one set-up and tear down per event, however all applicable forms must be turned in two (2) weeks prior to scheduled event.

4. No event shall be scheduled on the following holidays which include: New Year’s Eve and Day, Martin Luther King Day, Presidents Day, Memorial Day, July the 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving, and Friday after Thanksgiving, Christmas Eve and Christmas Day.

5. All County Government Events shall be held (to the extent possible) in the Rendezvous Rooms, located in the Waymire Building, the FRC Building or in the Parks Meeting Rooms located in the Parks Administration Building.

6. If a paying event is scheduled on a date previously assigned to a nonpaying County Event, the non-paying County Event may be canceled up to 30 days prior. Prior to cancellation, the Parks Department shall make every effort to move the non-paying County Event to another facility at the Regional Park. Cancellation does not apply to events that are mandated or that are essential to government business.
D. Rules pertaining to CSU and 4H Events

1. CSU Extension, 4H and CSU Extension sponsored events will be treated as County Government events and be subject to all rules set forth in section C “Rules Pertaining to County Government Events”.

2. For events taking place on Friday-Sunday an annual flat rate of $3,000.00 will be assessed to CSU Extension. This rate will increase to $3,500.00 in 2015; $4,000.00 in 2016; $4,500.00 in 2017 and $5,000.00 in 2018.

Policies and Procedures

Reservations: All facilities are reserved on a first come, first served basis except for events having an historical date1. Dates for tenants with historical events will be given the first right of refusal on their dates. Prospective users may contact the Parks Administrative Office to book the use of the facilities at the following: Adams County Regional Park Complex, Adams County Regional Park picnic sites and Rotella Park picnic pavilions.

With the exception of County Sponsored events, tenants will be required to pay a damage deposit and create a rental agreement prior to receiving a reservation for use of any of the Adams County Regional Park Facilities and Rotella Park. Reservations may be booked and confirmed for no more than eighteen months in advance. All reservations are subject to rate changes and/or policies and procedures changes as approved by the Board of County Commissioners.

Back-to-back events are permitted by approval of Parks Department management.

Adams County reserves the right to refuse event bookings when in their sole opinion the event may cause undue or unusual damage to the facilities or the reputation thereof, or if the event is deemed to be an inappropriate use of the Regional Park Complex.

Applicable Forms and Fees to Be Submitted: The following items must be submitted to the Parks Department office prior to the Tenant’s event. Should Tenant fail to return the required documents or pay the required fees, as stated herein, the Adams County Parks Department has the right to cancel the Rental Agreement and event without further notice.

1. Rental Agreement as issued by the Adams County Parks Department including fees outlined in agreement.

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1 An organization holding the same event with the same facilities during the same time frame for two consecutive years is recognized as having an historical date. To have an historical date the event must be held on the same weekday/weekend of the same month, have the same organization listed as tenant in the agreement and be the same type of event each year.
2. Certificate of Insurance (if applicable)
3. Event set-up sheet properly completed and signed (if applicable)
4. Proof of Tri-County Health Department Permit (if applicable)
5. Liquor contract (if applicable)
6. Security information sheet (if applicable)
7. Special Event Permit (if applicable)

**Facility Admission Surcharge:** All tenants who charge a gate admission fee to the general public to their event shall pay the Facility Admission Surcharge (FAS) of $.50 per person to Adams County. These events include, but are not limited to craft shows, dances, rodeos, and trade shows or livestock events. All FAS charges must be paid within 30 days following the event. All tickets provided by tenant are subject to inspection by the Parks Staff.

**Damage Deposits:** The following damage deposits are required for events at the Adams County Regional Park Complex.

<table>
<thead>
<tr>
<th>Category</th>
<th>Range</th>
<th>Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Party</td>
<td>0-300 people</td>
<td>$400.00</td>
</tr>
<tr>
<td></td>
<td>301-600 people</td>
<td>$650.00</td>
</tr>
<tr>
<td></td>
<td>601-1000 people</td>
<td>$800.00</td>
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<tr>
<td>Public Events</td>
<td>0-500 people</td>
<td>$500.00</td>
</tr>
<tr>
<td></td>
<td>501-1000 people</td>
<td>$750.00</td>
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<tr>
<td></td>
<td>1001-2500 people</td>
<td>$1000.00</td>
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<tr>
<td></td>
<td>2501 – over</td>
<td>$1500.00</td>
</tr>
</tbody>
</table>

The Parks Director may require additional damage deposit fees for events which involve a Facilities Admission Surcharge fee, substantial set-up requirements or higher than normal attendance.

Security deposit fees may be applied to charges for damages, additional fees for set up, security or optional equipment used. Tenant is responsible for obtaining estimates for additional charges for set-up, and/or optional equipment requested.

**Rental Period:** The rental fee includes general floor space, normal utilities, restrooms and eight (8) hours of building attendant services (during event time) with additional set-up time, public address system (except where noted), speaker podium, limited number of tables/chairs, and limited staging in buildings only.
Basic rental fees do not include storage area facilities, event materials, optional equipment, linens, dishes, silverware, extra-ordinary utilities or security services.

Access to the buildings for set-up on the day of the event will begin at 7:00 a.m. All weekend events must be concluded by 11:00 p.m. and all persons associated with the event vacated by 12 o’clock midnight, unless earlier deadlines otherwise apply. Tenants whose guests, band members, caterers or any individual associated with the event, remain past midnight may be subject to loss of security deposit. Tenants are required to have a representative from their group at the facility until the last person leaves the facility.

**Payments:** The security deposit will be required to reserve the date and generate the contract. In accordance with the Rental Agreement, one half of the total fees are due upon signing the Rental Agreement. The balance of the total fees is due at least thirty (30) days prior to the scheduled event.

Historical date users may be permitted to pay the damage deposit upon signing the Complex Rental Agreement. All fees for these events will be due no later than 30 days prior to the event.

Additional fees for labor, equipment, stalls and optional equipment shall be due within 15 days upon receipt of invoice.

Any checks returned by the bank for any reason will be charged a $25.00 fee and tenant will be required to make payment in the form of cashier’s check or money order only.

**Cancellations:** The required security deposit shall be paid to hold any reservation of the facilities. Upon cancellation 90 days prior to the event, 50% of the security deposit shall be refunded including all other rental fees paid in advance. Upon cancellation 89 days to 60 days in advance, 50% of the deposit will be refunded and Tenant will receive 50% of the rental fees paid in advance. Upon cancellation less than 60 days in advance, 50% of the security deposit will be refunded and Tenant will receive no refund of rental fees paid in advance.

Picnics canceled less than 48 hours in advance will be subject to loss of rental fees.

**Alcohol:** When using any of the buildings at the Adams County Regional Park Tenant must use the designated Adams County Regional Park Liquor Concessionaire. This Concessionaire holds the liquor license for the Regional Park Complex. Failure to use County’s designated Liquor Concessionaire will result in immediate termination of contract and event.
Serving liquor in the parking lots or bringing it in from an outside source in conjunction with using the liquor concessionaire could result in the following, depending on the severity of the violation.

1. Termination of contract and event.
2. Losing all or a portion of the security deposit.
3. Inability to reserve the Adams County Regional Park for future events.

Approved non-profit organizations may apply for a Special Events Permit to sell alcoholic beverages at an event scheduled in the non premise areas established in the Liquor Concessionaire contract – See exhibit B. The Special Events Permit must be displayed at the concessionaire area during the event. Proof of insurance must be submitted to the Parks office prior to the scheduled event. The liquor concessionaire will be subject to fees as set forth in the approved Amphitheater Agreement.

**Security Officers:**
All events requiring security at the Adams County Regional Park Complex will be required to use the current contracted security services. The 2014 rates for security services will be $14.35 per hour per guard for unarmed security guards; $16.02 per hour per guard for unarmed security supervisors; $21.52 for holiday and overtime for unarmed security guards and $24.03 for holiday and overtime for unarmed security supervisor. These fees are subject to change.

The ratios of guards are determined as follows:

- 100 person function with alcohol
- 200 person function with alcohol
- 300 person function with alcohol
- 400 person function with alcohol
- 500 and above person function with alcohol

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<thead>
<tr>
<th>Function Size</th>
<th>Supervisor(s)</th>
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<tbody>
<tr>
<td>100</td>
<td>1 supervisor</td>
</tr>
<tr>
<td>200</td>
<td>1 supervisor plus 1 guard</td>
</tr>
<tr>
<td>300</td>
<td>1 supervisors plus 2 guards</td>
</tr>
<tr>
<td>400</td>
<td>2 supervisors plus 3 guards</td>
</tr>
<tr>
<td>500 and above</td>
<td>2 supervisors plus 5 guards</td>
</tr>
</tbody>
</table>

Number of guards will be estimated at the time of signing the agreement; however the Adams County Parks Department reserves the right to adjust security guard ratios up to 30 days prior to the event. In addition any final adjustments, overtime or unpaid security fees can be deducted from the security deposit.

For functions that do not serve alcohol the total number of officers will be determined by the size, type and length of the event upon signing the agreement.

**Event Publicity:** A Rental Agreement must be signed between the Tenant and Adams County before the release of advertising or publicity for an event. The use of the Adams County Parks Department telephone number is strictly prohibited and may result in loss of security deposit.
Planning Meetings: A planning meeting is required for all events and will be scheduled at least 30 days prior to scheduled event. The person who will be in charge of the event, (event manager) if different from the person who signed the agreement must attend. Large events may require more than one planning meeting. These meetings will be scheduled as needed by either party. Tenant must bring the layout of the event and any special request for use of any of the facilities. Please call 303.637.8000 if there are any questions about facilities or policies.

Decorating: No helium balloons will be allowed in any building. No confetti, birdseed, rice, or similar materials are allowed for any event. No duct tape, or making tape, nails, tape or self-sticking posters may be placed on walls or doors without special written permission from the Director of Parks or their designee. Any use of unauthorized decorative material may result in loss of damage deposit.

Setup and Setup Modifications: The Parks Department will provide one free-of-charge set-up for the Tenant using the buildings. There shall be a limited number of tables and chairs allocated to each building, which will be designated in the Rental Agreement.

If a building is not in use the day prior to a scheduled event, the Tenant may be permitted access to the facility for decorating/set up. The Tenant will be limited to four hours at a charge of $150.00. Notification of building availability will be provided one month prior to the scheduled event. If the Tenant desires to confirm the day prior to the scheduled event for decorating or set-up, the Tenant will be required to pay the applicable rental fees for the facility. Tenants must schedule set-up within the normal work hours of the Parks Department staff.

A set-up diagram must be turned in to the Parks Administration Office no later than 30 days prior to event or Tenant will be responsible for their own set-up without a reduction in fees.

If modifications are made to an event within seven (7) calendar days of the event, the Parks staff will determine if those modifications are significant. If they are determined to be significant, a non-refundable fee will be charged. This fee will be a minimum of $ $50.00 per modification and must be paid in full before any of the changes are physically made.

Cleaning: All tenants are required to place all trash in the proper containers upon termination of the scheduled event. All decorations must be taken down immediately following the event. Failure to clean up an event will result in labor charges billed at $50.00 per staff person per hour. Equipment charges will be billed based on the equipment required.

Pet Excrement: All pet excrement must be picked up and deposited in supplied trash receptacles located throughout the Regional Park Complex.
**Health Permit Requirements:** When an event involves a temporary food service operation, food demonstration, or health demonstration, Tenant is responsible for informing such exhibitors or food service operators that a permit from the Tri-County Health Department is required prior to set-up. Tenant is responsible for payment of required inspection fees to Tri-County Health Department. Applications may be obtained through the Tri County Health Department located at 30 S 20th Ave. #F, Brighton, CO 80601, website is [www.tchd.org](http://www.tchd.org) and phone number is 303.659.2335

**Animal Restrictions:** All dogs must be kept on a leash or penned at all times. Persons keeping dogs on the grounds must use every care to assure safety of visitors and other Regional Park patrons/personnel. Violation of this policy may result in removal of animals from the Regional Park Complex or Adams County Animal Control may be called.

**Animal Events:** Any Tenant utilizing the Regional Park Complex for any activity in which live animals are used, exhibited, and/or displayed shall comply fully with all applicable statutes, laws, ordinances, rules regulations, and/or other applicable to the humane care and treatment of animals. Horse tripping and steer tailing are currently prohibited at the Adams County Regional Park.

**Exit Doors:** All exit doors are emergency doors. Please do not place tables, chairs or other items so as to impede egress. In most cases a 6’ pathway must be maintained to each exit door.

**Kitchen and Food Facilities:** All equipment must be replaced in good working condition and kitchen or food prep area cleaned immediately following the event. No dishes, silverware, pots, pans, cooking utensils or linens are provided with the rental of the buildings, kitchen or food prep areas. Tenant must complete a cleaning checklist at conclusion of event with maintenance personnel.

**Caterers/Concessionaires/Vendors:** Tenants may choose their own caterer or concessionaire.

Portable/mobile food concessionaires and any vendor who desires to sell any product must purchase a Food/Vendor Permit from the Parks Department prior to the event. Tenant will be responsible for securing required concessionaires. Tenant must contact the Parks Department with the name and telephone number of the selected concessionaires.

The cost for a Food Vendor Permit is $50.00 per event. All food concessionaires or caterers who will be selling food directly to the public must obtain prior approval from the Tri-County Health Department and provide proof of insurance. A Tri-County Health Department application is available at the Parks
Administrative Office. Licensed Caterers, 4H members or family members who provide food services for non-public events will be exempt.

**Deliveries:** The Parks Department staff will not accept deliveries for Tenants. Tenants must make their own arrangements for deliveries and storage of any goods arriving prior to the date of the scheduled event.

**Telephone:** No long distance calls may be placed from County telephone service provided. Telephone service is limited to specific buildings and arenas. The Parks Department will provide information for availability of telephone service.

The Parks Department telephone number may not be used on any form of advertising, publicity, fliers, posters, brochures, information, registration forms, etc. for events booked at the Adams County Regional Parks Complex. If the Parks Department telephone number is used accidentally, or otherwise, a fee of up to $500.00 will be charged to the Tenant for County staff time required for referring callers. If any advertising or information lists the Adams County Regional Park location, the Tenant will be required to provide a telephone number and or contact person who can provide further information regarding the event.

**Ambulance:** On-site ambulance service is required for all Rodeos and may be required for other events based on a case by case basis.

**Camping/RV:** Overnight RV parking is allowed only in designated sites. If the need arises, overflow sites may be designated by the Parks staff. A camping permit must be purchased at the Adams County Parks Office, and must be displayed on rear-view mirror at all times while camping at the Adams County Regional Park Complex. Parking in fire lanes and using the building electrical outlets is not permitted.

**Parking:** Parking lots and roadways, for all events, will be under the exclusive and absolute control of Adams County.

All parking at the Regional Park Complex must be in designated parking areas only. Fire lanes must be kept open for police, fire, ambulance and other emergency units as well as for Parks maintenance workers.

The Tenant is not permitted to charge a fee for parking, nor can the Tenant sell outdoor space to vendors, dealers or exhibitors unless parking lots have been rented and either or both is stipulated in the Rental Agreement.

Parking lots are subject to availability.

**Liability Limitations of Parking:** Adams County, as a landlord, hereby declares it is not responsible for fire, theft, damage to or loss of such vehicles or articles left therein. Guests at the Regional Park Complex who park in any non-
designated area do so at their own risk and may be ticketed or towed at their own expense

**Smoking:** Per C.R.S. 25-14-201, no smoking shall be permitted in any building at the Adams County Regional Park or within 15 feet of any building. Any area shall be designated outside for smoking. No smoking is permitted in livestock barns and arenas on the complex.

**Permits:** The tenant is responsible for obtaining all permits required by law.

**Marquee:** The marquee on Highway US 85 may be used on a space available basis and is to be used for Regional Park events only. The Marquee Sign Request Form must be filled out, signed and turned into the Adams County Parks Office no later than 30 days prior to the event. If tenant fails to turn in proper forms, the event WILL NOT be listed on the Marquee.

**Signs/Banners:** Placement of directional or informational sign/banners at the Regional Park Complex may be set up the day of the event to direct the public to the event. All signs/banners must be removed immediately following the event or there will be a charge for labor to remove sign. Adams County will not be responsible for signs/banners left on the premises. The use of adhesive tape or any kind of staples/tacks/nails for attachment of signs to any wall, (exterior or interior), painted surface or tree is prohibited.

**Holiday Restrictions:** The Adams County Regional Park Complex is officially closed on the following holidays: Martin Luther King Day, President’s Day, Memorial Day, 4th of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving and day after, Christmas Day and New Years Day. Events held on holidays will be subjected to a charge of $50.00 per hour. No events will be held on Thanksgiving, Christmas Day and New Years Day.

**Lost or Stolen Articles:** The Adams County Regional Parks Complex will not be responsible, under any circumstances, for property of the tenant while on the Regional Complex property. Proper securing of doors and facilities will be performed by the Parks staff; however, any additional security for tenant’s property will be the responsibility of the tenant. Unclaimed articles or property must be held and distributed by the tenant.

**Fire Safety Standard:** All fire regulations prescribed by the Fire Marshal of the Brighton Fire Rescue District and enforcement agencies shall be strictly observed. All combustible waste material and rubbish within the buildings shall be stored in approved containers. All such waste containers shall be emptied at the close of each day, into approved containers outside the building(s).
1. Exits

Exits, aisles, ramps, corridors, and passageways shall not be blocked nor have their required width obstructed in any manner by ticket offices, turnstiles, concessions, chairs, equipment or anything whatsoever; nor shall they be blocked by persons.

2. Fire Extinguishers

Fire extinguishers are provided in major buildings, however, at others locations or where special hazards are created, the Tenant, as required by the Brighton Fire Rescue District, shall provide additional extinguishers.

3. Parking

Parking which obstructs roadways, right of ways or fire lanes is prohibited at all times.

4. Tents and Canopies

Tents exceeding 400 square feet and canopies (tents that are open on all sides at all times when occupied) exceeding 700 square feet shall require an Operational Permit from the Brighton Fire Rescue District. Application(s) for a permit shall include a site plan (to scale) showing the proposed location of the tent on the property and all structures, lot lines, vehicle parking areas, other tents, and internal combustion engines within 20 feet of the proposed tent location; and a floor plan to scale showing the locations of exits, fire extinguishers, and location and type of heating and lighting fixtures.

4. Decorative Material

All decorative material including, but not limited to, drapes, hangings, curtains and table coverings with overhangs, shall either be made from non-flammable materials, or rendered and maintained in a flame retarding condition by means of a solution and process approved by the Fire Marshal of the Brighton Fire Rescue District.

Copies of the approved certificates of flame resistant coverings and all treated materials shall be made available to the Parks Department and the Brighton Fire Rescue District when contracting an exhibition show.

Any decorative materials shall not conceal exits, exit lights, fire alarm sending stations and fire extinguishers locations.
A special permit from the Brighton Fire Rescue District will be required for decorative materials, non-flammable or treated, when suspended horizontally as an overhead cover.

No helium balloons allowed. No tape or adhesive materials may be attached to the walls.

**Winter Season Riding (Indoor Arena):** Open riding for the general public will be held in the Indoor Arena on Wednesdays from 6:00 p.m. - 9:00 p.m. with individual fees of $5.00 per horse.

Open riding is subject to cancellation if a full-paying event can be scheduled. The County will make every effort to notify groups of cancelation of open riding.

All participants must sign a waiver of liability prior to participating in open riding.

**Horse/Livestock Shows:** A barn manager will be required for all horse or livestock shows booked at the Regional Park Complex. It shall be the responsibility of the tenant to provide a designated barn manager for each show. Tenant is billed in accordance with the number of stalls used. Stall fees shall be billed after the event and payment is due within 15 days of receipt of invoice.

All horse/livestock shows will be required to do a pre-event and post-event inspection of stalls with the Parks staff to verify the condition of stalls. Tenant will be billed for any stalls used during the duration of the event. If tenant fails to verify stall counts with Park’s staff, then the Parks staff count shall be applied.

Adams County Regional Park reserves the right to assess a $5.00 per stall fee for the use of straw.

**Equine Law:** 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, C.R.S.

**Insurance:** The Tenant shall furnish a certificate of insurance for comprehensive general liability at least 30 days prior to the event, and comprehensive automobile liability, worker’s compensation, and professional liability as required upon request of Parks Department. The Tenant agrees to obtain and maintain this insurance in full force and effect for the entire period of the event. The Event shall not commence under this Agreement until the Tenant has submitted to the County and received approval thereof, the certificate of insurance showing compliance with the following types and coverage of insurance.

**Comprehensive General Liability Insurance:** to include products liability,
completed operations, contractual, broad from property damage and personal injury.

<table>
<thead>
<tr>
<th>Each Occurrence</th>
<th>$2,000,000</th>
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<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

**Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

<table>
<thead>
<tr>
<th>Bodily Injury/Property Damage</th>
<th>$1,000,000 (each occurrence)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Injury Protection</td>
<td>As Required by Colorado Statutes</td>
</tr>
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**Workman’s Compensation Insurance:** As Required by Colorado Statutes

The Tenant’s comprehensive general liability, comprehensive automobile liability and workman’s compensation insurance policies and/or certificates of insurance shall be issued to include Adams County as an “additional insured” and shall include the following provisions:

1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled without thirty (30) days prior written notice to the County by certified mail, return receipt requested.

All insurers of the Tenant must be licensed or approved to do business in the State of Colorado.

At any time during the term of this Agreement, the County may require the Tenant to provide proof of the insurance coverage or policies required herein.

Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, maybe immediately declared suspended, discontinued, or terminated. Failure of the Tenant to obtain and/or maintain any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance
requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

**Incident Reporting**
All accidents, occurrences, or claims must be reported to the Adams County Parks Department as soon as possible. Reports must include.

1. Name, address and phone number of the injured person or persons.
2. Name, address and phone 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.

When the Adams County Parks Department staff receives the above information, the incident will be reported to the designated Park Management and Risk Management with a detailed written report.

**Provisions Clause:** Provisions of the Rental Agreement will supersede the provisions of these policies in cases where there is a conflict.

**Indemnification:** The tenant shall hold and save Adams County harmless from all claims, losses, or damages of any kind or nature whatsoever arising out of the scheduled event which may be sustained by reason of any act or omission on the part of the tenant, its employees, guests, patrons, or invitees, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable.

**Restriction of Sub – Leasing:** Tenant may not, under any circumstances, sub-lease, rent or dispose of in any manner, facilities, equipment or materials owned by Adams County. The Parks Department has the sole authority for renting or leasing the Regional Park Complex, or equipment owned by Adams County. Only Adams County employees may operate County owned equipment.
Adams County Department of Parks
9755 Henderson Rd.
Brighton, CO 80601
(303) 637-8007

Application for Regional Park Reserved Site Or Rotella Park Reserved Site
9755 Henderson Road 1824 Coronado Parkway South
Brighton, CO 80601 Thornton, CO 80229

Site Reserved: 
Number of guests: 
Date of Event: 
Hours: to 
Group Organization: 
Applicant's name: 
Applicant's Address: 

Business Address: 
Home Telephone: 
Business Phone 
Special Requests:

Upon approval of this reserved picnic permit, the following conditions, rules and regulations shall become terms for this permit and Application must comply with all of the following:

1. Damage/Clean up deposit for Adams County Regional & Rotella Park

<table>
<thead>
<tr>
<th>Private Use</th>
<th>Commercial Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Groups of 0-99 guests</td>
<td>$75.00</td>
</tr>
<tr>
<td>Groups of 100-199 guests</td>
<td>$100.00</td>
</tr>
<tr>
<td>Groups of 200-499 guests</td>
<td>$200.00</td>
</tr>
<tr>
<td>Groups of 500-999 guests</td>
<td>$350.00</td>
</tr>
<tr>
<td>Groups of 1,000 persons++</td>
<td>$700.00</td>
</tr>
</tbody>
</table>

2. Picnic site fees for Adams County Regional Park:

<table>
<thead>
<tr>
<th>Group Size</th>
<th>Resident</th>
<th>Non-Resident-Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 200 people</td>
<td>$100.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>201-400 people</td>
<td>$200.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>401-600 people</td>
<td>$300.00</td>
<td>$450.00</td>
</tr>
<tr>
<td>601-800 people</td>
<td>$400.0</td>
<td>$600.00</td>
</tr>
<tr>
<td>801-1,000 people</td>
<td>$500.00</td>
<td>$750.00</td>
</tr>
</tbody>
</table>

Rotella Park:

<table>
<thead>
<tr>
<th>Resident</th>
<th>Non-Resident-Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per picnic shelter reserved.</td>
<td>$50.00</td>
</tr>
</tbody>
</table>
50 people per shelter.

Groups over 1,000 people will need to be approved for their event and fees will be based on the type of event and how many people.
3. Alcoholic beverages shall be limited to 3.2% beer only-kegs or cans only-no glass permitted.

4. Motorized vehicles are prohibited on park grassy areas. Vehicles will not be allowed to drive on grassy areas for purposes of unloading and loading picnic supplies. NO EXCEPTIONS.

5. Commercial vendors are prohibited in the park.

6. Tents, booths, stands, awnings, canopies, etc., are prohibited unless prior written consent has been granted from the Director of Parks.

7. Live bands, amplified sound, or public address systems are prohibited.

8. San-O-Lets required for large group picnics shall be the responsibility of the Group/Organization. San-O-Lets must be removed within 24 hours following the event.

9. Information regarding event requirements involving use of special equipment or machines must be submitted prior to the event. Approval must be obtained prior to set up of such equipment.

10. Applicant shall be responsible for placing all trash in the proper containers during and immediately following the event. Failure to place all trash in proper containers will result in Parks personnel providing labor and/or equipment required. Applicant will be billed at an hourly rate for labor at a rate of $50.00 per hour and equipment at a rate of $50.00 per hour. Charges shall be deducted from Applicant's damage/clean up deposit. If there is a remaining balance, Applicant must pay balance due within ten (10) days after receipt of billing.

11. The Applicant/Organization, it's employees, guests, patrons, or invitees, shall use and occupy said premises in a safe, careful and lawful manner and shall not do any act or allow any act to be done during the term of this permit which will in anyway alter, mar, deface or injure any part of said premises. The amount of any damage or destruction to the facility or the equipment provided which occurs during the scheduled event will be deducted from the damage/clean up deposit.

12. The Applicant/Organization shall indemnify and hold Adams County harmless from all claims, loss, or damage of any kind or nature whatsoever arising out of the scheduled event which may be sustained by reason of any act or omission on the part of the Applicant/Organization, it's employees, guests, patrons, or invitees, or anyone for whose acts or omissions any of them may be liable.

13. Park Rules and Regulations are applicable. These are posted at each park or trail.

14. Violation of any of the permit conditions may result in immediate revocation and/or forfeiture of security/clean up deposit. Security deposit shall be refunded to the Tenant within thirty (30) days following the event and upon determination by the County that no clean up, additional fees or damage payments are required. All or part of the deposit may be retained by the County to pay for clean up, additional fees and repairs.

15. The Applicant/Organization may not assign this permit without the written approval of the County.

16. All Dog Shows wishing to rent picnic grounds for the purpose of hosting a dog trial shall be located at Pavilion A, within the designated area determined by the Parks Department. A map showing this area will be provided to applicant.
17. All Picnics canceled less than 48 hours prior to their scheduled time are subjected to a cancellation fee totaling 1/2 of the total fees paid. The final determination of this fee will be made by the Adams County Parks Department.

18. Insurance Requirements
   The Tenant will be required to procure and maintain, at its own expense, insurance for the event of the following types and amounts, per checked item:

   □ Comprehensive General Liability Insurance $1,000,000 per occurrence
   □ Comprehensive Automobile Insurance $500,000 combined single limit
   □ Event Insurance Not Required

   A copy of the certificate of insurance must be provided to the County no later than two weeks prior to the start of the scheduled event. All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Tenant to obtain or maintain any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

   The Tenant’s comprehensive general liability and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured", and shall include the following provisions:

   1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
   2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any
   3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

19. Tenant’s damage deposit shall be refunded to the Tenant within thirty (30) days following the event and upon determination by the County that no clean up, additional fees or damage payments are required. All or part of the deposit may be retained by the County to pay for clean up, additional fees and repairs.

   PLEASE MAKE ALL CHECKS PAYABLE TO ADAMS COUNTY PARKS

   ___________________________________________  Date: ______________

   Signature of Applicant

   Name and Address to whom damage deposit refund is to be made:

   Name: ______________________________________

   Address: ____________________________________
City:_________ State:_________ Zip code:_________

Subscribed and sworn to or affirmed tenant, contract #, before me this __________ day of
___________, 20___, in the County of Adams, State of Colorado.

_____________________________________________ My commission expires:

Seal
Signature of Notary or other Qualified Officer

_________________________ Date__________________

Kurt Carlson/Melanie Snodell/Rick Anderson
Adams County Regional Park
Complex Rental Agreement # <BookNo>

This agreement is entered into on <<Date>> by the County of Adams, Colorado located at 4430 South Adams County Parkway, Brighton, Colorado 80601 (the 'County') and <<CusName>> located at <<CusAddress1>>, <<CusCity>>, <<CusState>>, <<CusZipCode>> (the 'Tenant').

The County and the Tenant, for consideration herein set forth, agree as follows:

1. **Rental Premises and Use of Premises.**
The county leases to the Tenant the following described property (Premises). The Tenant shall have the rights to use the Premises for the following purpose(s) ONLY, and should end at the following times:

   - Purpose(s): <<EventName>>
   - Premises: <<Locations>>
   - Start Date and Time: <<StartDate>> <<EventStart>>
   - End Date and Time: <<EndDate>> <<EventEnd>>
   - User Type: <<CompanyCategory1>>

2. **Estimated Number of Attendance.** <<EstAttend>>
Tenant will estimate the number of attendees who will be using the Premises during the function. Tenant's security deposit may be forfeited if the number of persons attending the function is more than 15% greater than estimated.

3. **Tenant Fees.**
The fees for the use of the Premises are as follows:

   - Facility Fee: <<TotalLocPreTax>>
   - Security Deposit: <<DepositAmount>>
   - Security Fee: <<TotalStaffPreTax>>
   - Other Fees: <<TotalMiscIncTax>>

4. **Additional Tenant Fees, Expenses.**
   A. **Security Deposit**
   Tenant's security deposit shall be refunded to the Tenant within thirty (30) days following the event and upon determination by the County that no clean up, additional fees, or damage payments are required. All or part of the deposit may be retained by the County to pay for clean up, additional fee and repairs. The County will also reserve the right to retain security deposit due to any violation of the liquor policy by any member of the party.

   B. **Security Fees**
The 2014 rate for security services will be $14.35 per hour per guard for unarmed security guards; $16.02 per hour per guard for unarmed security supervisors; $21.52 for holiday and overtime for unarmed security guards and $24.03 for holiday and overtime for unarmed security supervisor.

   The ratios of guards are determined as follows:

   - 100 person function with alcohol
   - 200 person function with alcohol
   - 300 person function with alcohol
   - 400 person function with alcohol
   - 500 and above person function with alcohol

     - 1 supervisor
     - 1 supervisor plus 1 guard
     - 1 supervisors plus 2 guards
     - 2 supervisors plus 3 guards
     - 2 supervisors plus 5 guards

Number of guards will be estimated at the time of signing the agreement; however the Adams County Parks Department reserves the right to adjust security guard ratios up to 30 days prior to the event. In addition any final adjustments, overtime or unpaid security fees can be deducted from the security deposit.
For functions that do not serve alcohol the total number of officers will be determined by the size, type and length of the event upon signing the agreement.

C. Food and Beverage Sales
Food concessionaires may be contracted by the Tenant. Tenant must secure prior approval from the County and obtain a permit from the Tri-County Health Department for food and beverage concessionaire. The concessionaire must also obtain a permit from the Parks Administration Office. The charge for obtaining this permit is $50.00.

D. Parking Fees
If the Tenant charges for a fee for guests to park on the Premises for the event, Tenant shall either pay Adams County a flat fee per parking lot in accordance with the Facilities Policy Manual; or b) at the conclusion of the event, pay the County a fee equal to one-third of the parking fee charged by the Tenant for each vehicle parking on the premise. This option must be selected and designated at the time this Agreement is signed. Tenant must provide all parking attendants and traffic control personnel.

E. Facility Admission Surcharge
If the Tenant charges an admission price for guests to attend the event, Tenant shall pay to the County a Facility Admission Surcharge of $.50 for every person in attendance which includes Facility Admission Surcharge, parking lots and food/beverage compensation. Tenant will be responsible for providing numbered admission tickets for the event. The County may, at its option, inspect tickets at any time before, during, or after the event. It is the responsibility of the Tenant to collect the Facility Admission Surcharge. Payment of the Facility Admission Surcharge must be made to the County within ten (10) days following the event.

F. Legal Holidays
In addition to the regular facility rental fee, Tenant will be charged $50.00 per hour for maintenance for personnel to service an event scheduled on the following holidays. Holidays include: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Day after Thanksgiving. The Adams County Regional Park is closed on Thanksgiving Day and Christmas Day.

G. Insurance Requirements
The Tenant shall furnish a certificate of insurance for comprehensive general liability at least 30 days prior to the event, and comprehensive automobile liability, worker’s compensation, and professional liability as required upon request of Parks Department. The Tenant agrees to obtain and maintain this insurance in full force and effect for the entire period of the event. The Event shall not commence under this Agreement until the Tenant has submitted to the County and received approval thereof, the certificate of insurance showing compliance with the following types and coverage of insurance.

Comprehensive General Liability Insurance: to include products liability, completed operations, contractual, broad from property damage and personal injury.

<table>
<thead>
<tr>
<th>Each Occurrence</th>
<th>$2,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

<table>
<thead>
<tr>
<th>Bodily Injury/Property Damage</th>
<th>$1,000,000 (each occurrence)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Injury Protection</td>
<td>As Required by Colorado Statutes</td>
</tr>
</tbody>
</table>

Workman's Compensation Insurance: As Required by Colorado Statutes
**This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.**

The Tenant's comprehensive general liability, comprehensive automobile liability and workman's compensation insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

I. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

II. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

III. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled without thirty (30) days prior written notice to the County by certified mail, return receipt requested.

All insurers of the Tenant must be licensed or approved to do business in the State of Colorado.

At any time during the term of this Agreement, the County may require the Tenant to provide proof of the insurance coverage or policies required herein.

Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Tenant to obtain and/or maintain any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

**Incident Reporting**
All accidents, occurrences, or claims must be reported to the Adams County Parks Department as soon as possible. Reports must include:

1. Name, address and phone number of the injured person or persons.

2. Name, address and phone 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.

When the Adams County Parks Department staff receives the above information, the incident will be reported to the designated Park Management and Risk Management with a detailed written report.

H. **Holdover Fee**
If any guests, including band members, remain on the Premises beyond the hours of this Agreement, Tenant may be charged a fee of $200.00 per hour for each hour or fraction thereof that the Premises remains occupied. This fee may be deducted for the Tenant’s Security Deposit.

I. Tenant Fees
Tenant Fees shall be payable as follows:

1. If the Premises are leased thirty (30) days or more before the date of the scheduled event, 50% of the balance shall be paid upon signing this Agreement, and the remaining 50% shall be due no later than thirty (30) days prior to the start of the event.

2. If the Premises are leased less than thirty (30) days before the date of the scheduled event, the total of all fees shall be paid upon signing this Agreement, with certified funds, money order or check.

3. Any additional fees, including hourly charges for equipment, additional labor, and any damages will be billed to the Tenant within five (5) business days following the scheduled event. Payment must be made to the County within fourteen (14) days following the scheduled event.

J. Alcoholic Beverages
Any service or sale of alcoholic beverages on the Premises must be made through the liquor concessionaire contracted by the County. The current liquor concessionaire is L&R Concessions, Roger Russamanno. Tenant may contact the liquor concessionaire at (303) 455-2946. Bar Services Agreement and prices can be obtained from the County or by contacting the liquor concessionaire.

5. County Services and Tenant Duties.
The County services and Tenant duties are outlined on the facility set-up sheet.

6. Advertising.
The Tenant shall have no signs, bunting or any other advertising or decorative materials anywhere on the Premises without prior approval of the County. Tenant is prohibited from using Adams County Parks Department or other County telephone numbers for advertising purposes for the event. If the Parks Department telephone number is used accidentally, or otherwise, a fee of up to $500.00 will be charged to the Tenant for County staff time required for referring callers. Advertising of the Tenant’s event on the marquee sign on US Highway 85 shall be determined by the County on a space available basis. The County makes no commitment to advertise the Tenant’s event on the marquee sign on US Highway 85.

7. Indemnification.
Tenant shall save and hold harmless the County from and against all claims, losses, or damages of any kind or nature whatsoever arising out of the scheduled event which may be sustained by reason of any act or omission on the part of the Tenant, its employees, guests, patrons and invitees or anyone for whose acts or omissions any of them may be responsible.

8. Waiver.
The Tenant gives up all rights to any claim for compensation for any loss of damages sustained by reason of any defect, deficiency, failure, or impairment of the water supply, drainage, electrical or refrigeration system provided by the County. The County shall not be liable for any claim if the Premises, or any part of it, are damaged by fire or other casualty, or for any other act, including strikes, utility failure or act of God, which prevents the holding of the scheduled event.

9. Reservation and Control of Premises.
The County reserves the right to control the Premises, to enforce all of its rules or regulations regarding the Premises, and to inspect the Premises during the scheduled event, without interfering with the Tenant, its employees, guests, patrons and invitees. The County shall have the right, but not the duty, to eject any person from the Premises for violation of any law, rule or regulations without liability.
This Agreement may be canceled by the Tenant at any time prior to the date of the scheduled event by giving written notice as specified herein to the County. If cancellation is at least ninety (90) days prior to the event, one-half of the Tenant's deposit shall be refunded in addition to all other rental fees paid in advance. If cancellation is eighty-nine to sixty (89-60) days prior to the event, one-half of the security deposit will be refunded to the Tenant and Tenant will receive one-half of the rental fees paid in advance. If cancellation is less than sixty (60) days prior to the event, one-half of the security deposit will be refunded to the Tenant and Tenant will receive no refund of rental fees paid in advance. All cancellations are deemed effective upon receipt by the County.

11. Cancellation by County.
The County may cancel this Agreement at any time by giving written notice as specified herein to the Tenant. If the Agreement is canceled by the County, the Tenant's recovery shall be limited to a refund of monies paid under this Agreement.

12. Administration.
Administration of this agreement by the County shall be through the Director of Parks or his/her designated agent.

13. Assignment.
This Agreement shall not be assigned by the Tenant without the written approval of the County.

For the purpose of this Agreement, any and all notices shall be addressed to contacts listed County:

   Adams County Parks and Community Resources
   Adams County Regional Park
   c/o Melanie Snodell, Facilities Coordinator
   9755 Henderson Road
   Brighton, Colorado 80601

   Tenant/Contact:
   <<ConFullName>>
   <<CusAddress1>>
   <<CusCity>>,<<CusState>><<CusZipCode>>
   <<ConPhone1>>

15. Force Majeure.
Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, flood earthquakes, or other acts of God.

Each party represents and warrants that it has the power and ability to enter into this Agreement and to perform the duties and obligations herein described.

17. Jurisdiction and Venue.
The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the District Court of Adams County, Colorado.

18. Waiver.
Waiver of strict performance or the breach of any provisions of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision,
or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

Tenant is solely responsible for securing any license necessary for the lawful public performance of copyrighted work, as required by federal Copyright Law, 17 U.S.C. section 101 et seq. Upon request, Tenant shall furnish the County with proof of such license.

PLEASE MAKE ALL CHECKS PAYABLE TO ADAMS COUNTY PARKS

______________________  ______________________
By (Tenant):  Date

Name and address to whom damage deposit refund is to be made:

Name: ________________________________
Address: ______________________________
City: ___________ State: ___________ Zip Code: ______________________

Subscribed and sworn to or affirmed tenant, contract # <BookNo> before me this
____________________day of ____________, 20___, in the County of ___________________________, State of Colorado.

_________________________________________  My commission expires:
Signature of Notary or other Qualified Officer

Seal

By: Regional Park Authorized Signatory  Date
## 2014 Pricing (Exhibit A)

### Waymire Events Complex

**Peak Season (April-October)**

<table>
<thead>
<tr>
<th>Day</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday-Thursday</td>
<td>$1600.00</td>
</tr>
<tr>
<td>Friday</td>
<td>$2400.00</td>
</tr>
<tr>
<td>Saturday Full Day</td>
<td>$2850.00</td>
</tr>
<tr>
<td>Sunday Full Day</td>
<td>$2000.00</td>
</tr>
</tbody>
</table>

**Off-Peak Season (November-March)**

<table>
<thead>
<tr>
<th>Day</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday-Thursday</td>
<td>$1280.00</td>
</tr>
<tr>
<td>Friday</td>
<td>$2250.00</td>
</tr>
<tr>
<td>Saturday Full Day</td>
<td>$2500.00</td>
</tr>
<tr>
<td>Sunday Full Day</td>
<td>$1800.00</td>
</tr>
</tbody>
</table>

**Meeting Room Facilities**

<table>
<thead>
<tr>
<th>Facility</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Meeting Room</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

*(When Dome is not in use)*

**Exhibit Hall (South end only)**

<table>
<thead>
<tr>
<th></th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit Hall</td>
<td>$1315.00</td>
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</tbody>
</table>

**North End of Exhibit Hall – 6 Hrs**

<table>
<thead>
<tr>
<th></th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Al Lesser</td>
<td>$565.00</td>
</tr>
</tbody>
</table>

**Red Cross (Non-profit)**

<table>
<thead>
<tr>
<th></th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$25.00</td>
</tr>
</tbody>
</table>

### Kitchen

<table>
<thead>
<tr>
<th>Day</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday-Thursday</td>
<td>$255.00</td>
</tr>
<tr>
<td>Friday</td>
<td>$400.00</td>
</tr>
<tr>
<td>Saturday Full Day</td>
<td>$500.00</td>
</tr>
<tr>
<td>Sunday Full Day</td>
<td>$340.00</td>
</tr>
</tbody>
</table>

**Deposits**

<table>
<thead>
<tr>
<th>Range</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>000-300</td>
<td>$300.00</td>
</tr>
<tr>
<td>301-600</td>
<td>$500.00</td>
</tr>
<tr>
<td>600-1000</td>
<td>$700.00</td>
</tr>
</tbody>
</table>

### Picnics

<table>
<thead>
<tr>
<th>Class</th>
<th>Private</th>
<th>Non-Res/Comm.</th>
</tr>
</thead>
<tbody>
<tr>
<td>000-099</td>
<td>$75.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>100-199</td>
<td>$100.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>200-499</td>
<td>$200.00</td>
<td>$350.00</td>
</tr>
<tr>
<td>500-999</td>
<td>$350.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>1000+</td>
<td>$700.00</td>
<td>$850.00</td>
</tr>
</tbody>
</table>

### ACRP & Rotella

<table>
<thead>
<tr>
<th>Class</th>
<th>Private</th>
<th>Non-Res/Comm.</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-200</td>
<td>$100.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>201-400</td>
<td>$200.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>401-600</td>
<td>$300.00</td>
<td>$450.00</td>
</tr>
<tr>
<td>601-800</td>
<td>$400.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>800-1,000</td>
<td>$500.00</td>
<td>$750.00</td>
</tr>
</tbody>
</table>

**ACRP**

<table>
<thead>
<tr>
<th>Class</th>
<th>Res.</th>
<th>NR/C</th>
</tr>
</thead>
<tbody>
<tr>
<td>000-099</td>
<td>$50.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>100-199</td>
<td>$100.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>200-499</td>
<td>$200.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>500-999</td>
<td>$300.00</td>
<td>$450.00</td>
</tr>
<tr>
<td>1000+</td>
<td>$400.00</td>
<td>$600.00</td>
</tr>
</tbody>
</table>

**Rotella**

**Additional Hours**

<table>
<thead>
<tr>
<th>Class</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$20.00</td>
</tr>
</tbody>
</table>

**50 ppl per shelter**
### Adult Non-Profit Rental Rates

<table>
<thead>
<tr>
<th>Facility</th>
<th>M-T</th>
<th>F-S</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waymire Events Complex</td>
<td>$540.00</td>
<td>$770.00</td>
</tr>
<tr>
<td>Kitchen</td>
<td>$170.00</td>
<td>$205.00</td>
</tr>
<tr>
<td>Meeting Room Facility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entire Facility</td>
<td>$150.00</td>
<td>$170.00</td>
</tr>
<tr>
<td>Per Section</td>
<td>$ 50.00</td>
<td>$ 56.00</td>
</tr>
<tr>
<td>Exhibit Hall</td>
<td>$385.00</td>
<td>$740.00</td>
</tr>
<tr>
<td>Al Lesser</td>
<td>$145.00</td>
<td>$230.00</td>
</tr>
<tr>
<td>Indoor Arena</td>
<td>$230.00</td>
<td>$480.00</td>
</tr>
<tr>
<td>Arena Grandstands</td>
<td>$200.00</td>
<td>$330.00</td>
</tr>
<tr>
<td>Sale Barn</td>
<td>$200.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>4H Arena</td>
<td>$175.00</td>
<td>$175.00</td>
</tr>
</tbody>
</table>

### Youth Non-Profit Rental Rates

<table>
<thead>
<tr>
<th>Facility</th>
<th>M-T</th>
<th>F-S</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waymire Events Complex</td>
<td>$240.00</td>
<td>$620.00</td>
</tr>
<tr>
<td>Kitchen</td>
<td>$ 95.00</td>
<td>$160.00</td>
</tr>
<tr>
<td>Meeting Room Facility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entire Facility</td>
<td>$150.00</td>
<td>$170.00</td>
</tr>
<tr>
<td>Per Section</td>
<td>$ 50.00</td>
<td>$ 56.00</td>
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<tr>
<td>Exhibit Hall</td>
<td>$230.00</td>
<td>$615.00</td>
</tr>
<tr>
<td>Al Lesser</td>
<td>$100.00</td>
<td>$195.00</td>
</tr>
<tr>
<td>Indoor Arena</td>
<td>$170.00</td>
<td>$440.00</td>
</tr>
<tr>
<td>Arena Grandstands</td>
<td>$105.00</td>
<td>$190.00</td>
</tr>
<tr>
<td>Sale Barn</td>
<td>$115.00</td>
<td>$180.00</td>
</tr>
<tr>
<td>4H Arena</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

***To qualify for a non-profit rate, the organization must be registered with the Secretary of States Office as a non-profit organization.***
Meeting/Seminar Half Day Rental Rates
Monday – Thursday Only

Exhibit Hall $650.00
Al Lesser $280.00

Other Facilities and Rates

Arena Grandstands Daytime Fee $775.00
Arena Grandstands Nighttime Fee $910.00
Indoor Arena $925.00
Hourly Rate $120.00
4H Horse Arena $250.00 w/$100.00 refundable deposit
Sale Barn $565.00
North Parking Lot $825.00
South Dome Parking Lot $350.00
Arena, swine barn $120.00
Stalls (each) $15.00
Show rate $15.00
Multi-Day Rate $15.00
Rough stock pens $55.00 ea.
Concession area, indoor arena $175.00
Concession area, outdoor arena $175.00
Vendors permit (1 day permit) $50.00
Camper hook-up, complete $20.00
Overnight vehicle permit (without Event) $10.00
Overnight vehicle permit (with Event) $5.00
Dirt Unpaved west of Indoor Arena $585.00
Unpaved South Parking Lot (Office Bldg.) $350.00
Parking Lot South of Sale Barn $150.00
Additional Chairs (based on availability from other bldg.) $0.50 ea.
Conference Room $100.00
Labor per man hour $50.00
Facility Admission Surcharge

Call for pricing

**Equipment (hourly rate)**

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skid steer loader</td>
<td>$50.00</td>
</tr>
<tr>
<td>Backhoe</td>
<td>$75.00</td>
</tr>
<tr>
<td>1 ½ cubic yard loader</td>
<td>$75.00</td>
</tr>
<tr>
<td>Forklift</td>
<td>$50.00</td>
</tr>
<tr>
<td>Scissors lift</td>
<td>$50.00</td>
</tr>
<tr>
<td>Water Truck</td>
<td>$150.00</td>
</tr>
<tr>
<td>Portable Announcers Booth</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

**Cancellation**

<table>
<thead>
<tr>
<th>Duration</th>
<th>Deposit &amp; Rental Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>90+ days</td>
<td>½ deposit &amp; all rental fees</td>
</tr>
<tr>
<td>89-60</td>
<td>½ deposit &amp; ½ rental fees</td>
</tr>
<tr>
<td>-59</td>
<td>½ deposit &amp; no rental fees</td>
</tr>
</tbody>
</table>