



# Arapahoe County Fairgrounds and Park Policies and Procedures

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## **Arapahoe County Fairgrounds and Park**

25690 East Quincy Avenue  
Aurora, Colorado 80016  
303-795-4955 | Fax: 303-766-0487

## **MISSION STATEMENT**

To provide educational, agricultural, and recreational experiences that celebrate our western heritage and preserve our prairie environment, while balancing the needs of our community with the fairgrounds' and park's environmental, economic, and managerial sustainability.

The Arapahoe County Fairgrounds and Park will, at a minimum, include:

- Facilities for the Arapahoe County Fair to show case the achievements of our 4-H youth and community;
- Facilities for youth to participate in 4-H activities;
- Facilities to preserve our western heritage and history; and
- Open space and interpretive trails that provide connectivity with trails and open space.
- Facilities are to provide for County and community activities and events.

## **POLICIES AND PROCEDURES**

The purpose of the Arapahoe County Fairgrounds and Park Policies and Procedures is to provide consistent policies and procedures for Arapahoe County, Event Holders, and users, and to provide a safe and quality experience while using the Arapahoe County Fairgrounds and Park.

The Arapahoe County Fairgrounds and Park Policies and Procedures are subject to periodic review. Event Holder agrees and acknowledges that the Arapahoe County Fairgrounds and Park Policies and Procedures in place at the time of the date of the Event shall govern.

## **DEFINITIONS**

*Arapahoe County Fairgrounds* – means the following Arapahoe County facilities that are subject to the Policies and Procedures:

- Arapahoe County Fairgrounds and Park
- Arapahoe County Fairgrounds Event Center Conference Rooms
- Arapahoe County Fairgrounds Event Center Exhibition and Event Halls
- Arapahoe County Fairgrounds Covered and Outdoor Arenas
- Parking lots and other open land at the Arapahoe County Fairgrounds

*Event or Events* – means any approved activity that takes place on a scheduled date and time at the Arapahoe County Fairgrounds.

*Event Holder or Event Holders* – means any individual, organization, or entity using and/or renting the Arapahoe County Fairgrounds.

*Policies and Procedures* – means these Arapahoe County Fairgrounds and Park Policies and Procedures and the Arapahoe County Policies and Procedures.

*Rental Agreement* – means the Standard Event Rental Agreement between Arapahoe County and the Event Holder acknowledging use, fee arrangement, and general conditions for any Event held at the Arapahoe County Fairgrounds. A sample Standard Rental Agreement is attached hereto as Exhibit A.

## **EVENT APPROVAL**

### **Approval of an Event**

Arapahoe County reserves the right to refuse to book any Event, or to place conditions upon any Event.

Once an Event has been accepted, the Rental Agreement has been signed and executed, and all required deposits has been paid in full, Arapahoe County Fairgrounds management may, in its

sole discretion, agree not to schedule a like event on any part of the Arapahoe County Fairgrounds during a reasonable period of time as that scheduled by the Event Holder.

No Event shall be booked at the Arapahoe County Fairgrounds that interferes with the annual Arapahoe County Fair.

Dog Shows hosted at the Arapahoe County Fairgrounds that are classified as American Kennel Club All Breed clubs, need to obtain written permission from the Arapahoe Kennel Club prior to the event being approved. However, if the club is a specialty club or a national club, there are no booking requirements.

### **Tours of the Arapahoe County Fairgrounds Facilities**

Tours of the Arapahoe County Fairgrounds facilities can be set up by calling the main office number at 303-795-4955 to set up a date and time for a tour.

### **Reservations**

Event Holders must contact Arapahoe County to determine date availability and complete a Rental Agreement. Consideration may be given to the Event Holder to rent the same dates for the following year however, there is no guarantee of availability until a signed Rental Agreement is completed. Dates are not held until a Rental Agreement is completed and the rental deposit or full payment is received. All dates from previous returning large Events that are not re-booked by the end of February of each year will be opened up for other potential renters.

### **Restrictions**

- All negotiations must be complete prior to the issuance of a Rental Agreement to use the Arapahoe County Fairgrounds and Park.
- Vendor proposed revisions to the form Rental Agreement must be provided to Arapahoe County Fairgrounds management in writing.
- The Arapahoe County Fairgrounds and Park has limited event camping and/or vendor electrical hook-ups, and a sanitary sewer dump station is not available.
- Large events will be required to rent port a lets due to septic systems restrictions. The number of port a lets will be determined by the type of event, estimated attendance and the type of beverages to be consumed. If it is determined that security is required, Arapahoe County will contract with an approved vendor on behalf of the Event Holder.

## **FEES AND PAYMENT**

### **Payment of Fees**

Event Holder is required to pay a non-refundable rental deposit equal to 25% of facility rental fees on the date the Rental Agreement is signed by the Event Holder for Events with rental fees

in excess of \$201.00. The balance of rental fees shall be due and paid a minimum of 30 days prior to the start of the scheduled event. Rental fees not received a minimum of 30 days prior to the start of the event, risk cancellation of the Event. Rental fees less than or equal to \$200.00 must be paid in full at the time of booking an Event. Fees are to be paid by **MONEY ORDER, CASHIER'S CHECK, CREDIT CARD or BUSINESS CHECK**, payable to Arapahoe County.

### **Sales Tax Collection**

Event Holders and their vendors are responsible for payment of all sales and use tax, assessments, and/or any other fees in compliance with Arapahoe County, State of Colorado, and federal rules. It is the responsibility of the Event Holder and its vendors to collect and submit payment.

### **Damage Deposit**

Event Holder shall pay a refundable damage deposit by **MONEY ORDER, CASHIER'S CHECK, CREDIT CARD or BUSINESS CHECK**, payable to Arapahoe County, a minimum of 30 days prior to the commencement of the Event in the amount based on the number of people attending the Event as specified in the Rental Agreement. Failure to pay the damage deposit a minimum of 30 days prior to the Event may result in termination of this Rental Agreement. The damage deposit will be refunded if the facilities rented are left in its original condition, there are no damages, and contracts for any required security or required county vendors are paid in full with the contracts completed. Damages or costs assessed after the Event that are in excess of the damage deposit shall be paid by the Event Holder within 14 days after receiving written notice from Arapahoe County.

### **Insufficient Funds Policy**

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

### **Cancellation of Event/Transfer of Date**

Event Holder may cancel an Event by providing written notice to Arapahoe County a minimum of 90 days prior to the Event and effective upon receipt via certified mail by Arapahoe County.

A non-refundable 25% down payment shall be retained by Arapahoe County upon the cancellation of any scheduled Event if canceled 90 days or more before the scheduled date. If the Event is canceled 89-60 days before the scheduled dates, Arapahoe County may retain 50%

of the total anticipated expenses, not to include the damage deposit. If the Event is canceled 59-30 days before the scheduled dates, Arapahoe County may retain 75% of the total anticipated expenses, not to include the damage deposit. If the Event is canceled 29 days or less before the scheduled dates, Arapahoe County may retain 100% of the total anticipated expenses, not to include the damage deposit.

| # of Days Before Scheduled Event | Cancellation Fee Assessed          |
|----------------------------------|------------------------------------|
| 90 days or more                  | 25% of total anticipated expenses  |
| 89-60 days                       | 50% of total anticipated expenses  |
| 59-30 days                       | 75% of total anticipated expenses  |
| 29 days or less                  | 100% of total anticipated expenses |

If Arapahoe County cancels the Rental Agreement for any unforeseen reason or act of God, then all monies paid to Arapahoe County by the Event Holder shall be refunded. Any liability of Arapahoe County shall be limited to the rental fees paid to Arapahoe County by the Event Holder. Arapahoe County shall not be responsible for any damages, monetary or otherwise, due to cancellation by Event Holder. Arapahoe County assumes no liability for cancellation of an Event regardless of the reason.

Arapahoe County may cancel, at its discretion, an Event due to administrative purposes or acts of nature. Event Holder’s sole remedy for cancellation of an Event by Arapahoe County, regardless of the reason for cancellation, is limited to the return of any refundable fees paid to Arapahoe County by the Event Holder.

If the Event Holder has an existing booking and would like to transfer their date(s), they may do so if the proposed new date is available. The Event Holder will need to provide written notice to Arapahoe County Fairground’s staff to initiate the transfer of the event date. The Event Holder will be charged a \$200 transfer fee unless Arapahoe County is able to book the existing date with another event holder.

## **GENERAL USAGE POLICIES**

Arapahoe County retains control and management of Arapahoe County Fairgrounds at all times, and shall have the right at all times to enforce all rules and regulations including these Policies and Procedures. Event Holder agrees to comply with all applicable federal, state, and local laws, agency statutes, resolutions, ordinances, and rules and regulations that may apply to its use of the Arapahoe County Fairgrounds for the duration of the Rental Agreement. Arapahoe County shall have the right to evict all persons who fail or refuse to comply with the rules and regulations and these Policies and Procedures. Arapahoe County reserves the right to require an Event Holder to provide references from previous events.

## Access During Events

Arapahoe County employees or authorized designees responsible for management and maintenance of the Arapahoe County Fairgrounds shall have the right to access all areas of the Arapahoe County Fairgrounds at any time during any Event.

## Alcoholic Beverages

Alcohol is strictly prohibited at the Arapahoe County Fairgrounds unless prior approval is obtained from Arapahoe County and proof of liability insurance is received by Arapahoe County. Any alcohol consumption must be outlined in the Rental Agreement along with details (such as: location, time, and security plan) determined during planning meetings with Arapahoe County and the required contracted vendors. If the Event Holder fails to disclose that alcohol is to be sold or provided as described below, the Event Holder, participants, spectators, and anyone else involved with the Event are subject to removal, citation, and/or arrest at the discretion of the Arapahoe County Sheriff's Office, and the Event Holder's deposit will be forfeited.

- If alcohol is to be **sold** for consumption at the Event, then the Event Holder must meet the following requirements:
  - Obtain a "Special Event Permit" through a non-profit organization or contract with an entity that has a "Special Event Permit" to provide alcohol to be sold for consumption.
  - Provide a certificate of insurance or obtain Event Insurance through Arapahoe County, including host liquor liability as described in the insurance section below.
  - Arapahoe County will contract with a security vendor. The number of security personnel is determined by the type of event and number of attendees. Security is on-site to ensure facility does not get damaged. Security is not responsible for underage drinking or monitoring attendees.
  - Security will arrive 30 minutes prior to the Event and is responsible for securing the facility and gates at the completion of the Event. Event Holders will be required to pay the security vendor with whom Arapahoe County has contracted via the Arapahoe County contract.
- If alcohol is to be **provided** for consumption at the Event (not sold), then the Event Holder must meet the following requirements:
  - Provide a certificate of insurance or obtain Event insurance through Arapahoe County, including host liquor liability as described in the insurance section below.
  - Arapahoe County will contract with a security vendor. The number of security personnel is determined by the type of event and number of attendees. Security is on-site to ensure facility does not get damaged. Security is not responsible for underage drinking or monitoring attendees.
  - Security will arrive 30 minutes prior to the Event and is responsible for securing the facility and gates at the completion of the Event. Event Holder will be required to pay the security vendor with whom Arapahoe County has contracted via Arapahoe County Contract.

## **Animals**

Event Holders utilizing the Arapahoe County Fairgrounds for any activity, in which animals are used or exhibited, shall comply fully with all applicable statutes, laws, ordinances, rules, regulations, and/or order applicable to the safe humane 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 or persons attending the Events care and control. Event Holder agrees to indemnify Arapahoe County for any Event utilizing animals in the manner as provided in these Policies and Procedures.

No Event Holder at the Arapahoe County Fairgrounds shall be allowed to hold events or activities that may, in the opinion of Arapahoe County Fairgrounds management, endanger or harm animals in any manner. These activities include, but are not limited to, steer tailing, and steer or horse tripping.

Event Holder is required to provide immediate notice to Arapahoe County Fairgrounds management if animals experience disease symptoms or breakouts while at the Arapahoe County Fairgrounds. Any Event Holder contact with the Colorado State Veterinary's office requires immediate notification to Arapahoe County Fairgrounds management.

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 these Policies and Procedures may result in removal of animals from the premises and/or Arapahoe County Animal Control may be notified.

Personal animals and pets are not permitted on the Arapahoe County Fairgrounds, with the exception of service dogs or contestant animals or pets.

## **Building Usage Instructions for Event Holders**

Event Holder will be instructed on facility equipment prior to the Event. This shall include public address systems, locking mechanisms, etc. before the Rental Agreement is issued.

## **Capacity**

The Event Holder is required to notify Arapahoe County at least 30 days prior to the Event if the expected attendance listed on page 1 of this Contract has increased or decreased. Although Arapahoe County tries to accommodate all reasonable requests for additional attendees in excess of initial projections, it is not required to do so, and Arapahoe County Fairgrounds reserves the right, in its sole discretion, to refuse such requests. If the Event Holder notifies Arapahoe County 30 days prior to the Event that participation has increased by more than 100 people, additional security fees will be assessed, the Event may be required to move to an alternate location at the Fairgrounds, and the Event Holder could incur additional charges depending on facility capacity. If the Event Holder increases participation by more than 20% and/or 100 people and does not notify Arapahoe County 30 days prior to the Event, additional security fees

and a financial penalty will be assessed. The financial penalty is 10% of contracted Facility and Services Fees or \$500 (whichever is greater). If the increase in attendance exceeds the suggested fire safety capacity, Arapahoe County Fairgrounds reserves the right, in its sole discretion, to immediately discontinue the Event.

### **Camping / RV Use**

Any camping or use of RV's at the Arapahoe County Fairgrounds requires prior reservations made with the Arapahoe County Fairgrounds management. Arapahoe County Fairgrounds management will work with Event Holder to determine location, number of spaces allocated, and any additional fees. Overnight camping typically requires proof of additional insurance coverage provided by Event Holder. Event Holder is on notice that the Arapahoe County Fairgrounds does not have a dump station. All wastewater must be disposed of properly offsite.

### **Cleaning Requirements**

Event Holder will be provided cleaning instructions for the facility rented after the Rental Agreement is fully executed. Event Holder is responsible for clean up during and after the Event. Event Holder shall also be responsible for maintenance of all fire exits and other necessary safety actions. Failure to meet the clean-up requirements by the Event Holder may result in partial or total forfeiture of the damage deposit and/or any additional fees.

### **Decorating Guidelines**

Event Holder agrees to follow the decorating and set-up guidelines as listed in Exhibit D. Event Holder is responsible at all times to ensure the Decorating and Set-Up Guidelines are followed. Failure to meet the Decorating and Set-Up Guidelines by the Event Holder may result in partial or total forfeiture of the damage deposit and/or additional fees.

### **Event Marketing**

Arapahoe County does not promote Events. Arapahoe County Fairgrounds office phone number as well as any Arapahoe County phone number shall not be published or placed on any promotional material for any Event or otherwise published in connection with an Event. The Arapahoe County logo may not be used on any promotional material without the express written consent of Arapahoe County.

### **Event Staffing**

Arapahoe County may be able to provide personnel for limited activities at an additional charge. An Arapahoe County employee may be on site or on call during an Event. This will be determined on an event by event basis and finalized during planning meetings and as further described in the Rental Agreement. Additional costs may be incurred for building lock-up procedures following an event.



## **Facility Alterations**

Event Holder may not undertake any plumbing, electrical, telecommunications, carpentry, or mechanical work, or hang decorations, signs, bunting, or other advertising materials on any Arapahoe County facilities without prior written authorization of Arapahoe County. All alterations must be requested in writing and submitted a minimum of 30 days prior to the Event. Regardless of the facility or the type of decorations, the Event Holder must remove all alterations immediately following the Event.

## **Fire Safety Standards**

All fire regulations in the 2009 International Fire Code (IFC) as amended and approved by Cunningham Fire District (CFD) shall be strictly observed. The IFC regulates the placement of tables and chairs, decorations, dimensions of all aisles and exits, fireworks, permitting, etc. Arapahoe County will work with Event Holder during planning meetings to ensure compliance with the IFC. However, the Event Holder is ultimately responsible for all compliance. Event Holders should contact the Cunningham Fire Department at 303-755-9202.

## **Floor / Area Plans**

Event Holder shall submit floor / area plans to Arapahoe County a minimum of 30 days prior to the Event. Plans should include decorations, dimensions of all aisles, booths, table and chair locations, parking areas, loading and unloading areas, etc. Event Holder is required to provide protection for the floor from any damage, including damage from oil or any other liquid. Arapahoe County will work with each Event Holder on specific needs and requirements to ensure compliance with fire safety standards and Arapahoe County Fairgrounds requirements.

## **Food Service / Event Catering / Health Permits**

When an Event involves a temporary food service operation or food demonstration, the Event Holder is responsible for obtaining the necessary permit from the Tri-County Health Department is required. See below for permit requirements:

- **Mobile Food Vendors:** All mobile vendors need to have a mobile retail food establishment license. All existing permits with the exception of Denver County are accepted; all others will need to apply for a permit through Tri County Health Department; (303) 363-3055 a minimum of 60 days prior to the Event.
- **Nonprofit Groups:** If a nonprofit group is preparing, serving or selling food in Arapahoe County and they are based out of Arapahoe County, then they do not need to obtain a license. However, if the nonprofit is based out of another county, they would need to be licensed with a non-fee license to serve or sell food.
- **Offsite Catering:** An Event is welcome to work with an offsite catering company. However, the caterer needs to hold a valid retail food establishment license. Each caterer needs to provide the facility with a copy of their license at least 60 days prior to the Event.
- **Private Events:** A private event such as a banquet or reception, where the event is preparing the food, does not to obtain any kind of permit. However, the event will need to review the Food Safety informational forms provided by Tri County Health.

### **Force Majeure**

Neither Arapahoe County nor the Event Holder shall be liable for any delay in or failure of the Event, any covenant or promise contained in the Rental Agreement, nor shall any delay or failure constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by “force majeure.” As used in these Policies and Procedures and the Rental Agreement, “force majeure” means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargos, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

### **Freight and Mail Deliveries**

In general, deliveries will not be accepted by any Arapahoe County employee for any Event or Event Holder. If it is necessary, prior arrangements can be made with staff to accept freight under the following conditions:

- Storage in the small conference rooms, if available, at the per day rental rate;
- Deliveries must be received between 8:00 a.m. and 3:00 p.m. weekdays. If deliveries occur outside of these hours, there is no guarantee of staff being available and on site. Any additional costs shall be the responsibility of the Event Holder;
- Use of equipment to unload deliveries, if available, must be arranged prior to deliveries. Any additional costs shall be the responsibility of the Event Holder;
- Arapahoe County is not responsible for lost, damaged, or incomplete deliveries.

### **Glass Containers**

Glass drinking containers are strictly prohibited on the Arapahoe County Fairgrounds.

### **Hazardous Waste**

Event Holder shall not possess, collect, distribute, dispose, release, or otherwise discharge any toxic or hazardous waste at any and all times Event Holder is on the Arapahoe County Fairgrounds. In the event the Event Holder becomes aware of or is in the possession of such hazardous or toxic waste, the Event Holder shall immediately notify Arapahoe County and initiate an emergency call to 911. Additionally, Event Holder agrees not to dispose of any refuse or empty any fluids while at the Arapahoe County Fairgrounds. In the event the Event Holder, or its agents, vendors, sub licensees, concessionaires, employees, or anyone otherwise associated with the Event Holder dump grease or any other unauthorized substance in the Arapahoe County Fairgrounds sewer system, or at locations not authorized by Arapahoe County, or otherwise violates the provisions of this section, Arapahoe County will look to the Event Holder to remedy the infraction and shall subject the Event Holder to a minimum fine of \$1,000.00 plus any costs incurred by Arapahoe County. Such fine shall be imposed by Arapahoe County for each infraction and Event Holder shall be deemed in material breach of the Rental Agreement and subject to immediate termination of the Rental Agreement and removal from the Arapahoe County Fairgrounds. Arapahoe County fines are in addition to any fines that may be imposed by the Federal Environmental Protection Agency, the Colorado Department of Health and Environment, and/or the Colorado Department of Regulatory Agencies.

## **Incident Management**

In the case of an accident or emergency, Event Holder agrees to cooperate with Arapahoe County in the formulation of an action plan and response to media inquiries. All accidents, significant occurrences, and incidents, including situations requiring a law enforcement response, must be reported to Arapahoe County as soon as possible, but not later than the next business day. Reports (see Exhibit C) must include:

- Name, address and telephone number of the injured person or persons;
- Name, address and telephone number of any witnesses, along with a witness statements;
- Description of the accident (how, when, and where it happened);
- Description of the extent of bodily injury and/or property damage;
- Action taken by Event Holder; and
- Name of the Event Holder's contact person and his or her phone number(s).

Arapahoe County has the right to require the Event Holder to provide on-site medical personnel, based on the type of Event.

## **Indemnification**

To the fullest extent permitted by law, Event Holder shall indemnify and hold harmless Arapahoe 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 Event Holder's Event, pursuant to the Rental Agreement, 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, or 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 workers' compensation, disability benefits or other similar employee benefit claims, Event Holder is not obligated to indemnify Arapahoe 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 Arapahoe 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 Arapahoe 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 insurance limits, damages, compensation, or benefits payable by or for the Event Holder, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Nothing in these Policies and Procedures and the Rental Agreement or in any actions taken by Arapahoe County pursuant to a Rental Agreement shall be deemed as a waiver of Arapahoe

County's sovereign immunity under the Colorado Governmental Immunity Act, Colorado Revised Statutes Sections 24-10-101 *et seq.*

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 Colorado Revised Statutes Section 13-21-119.

## **Insurance**

Event Holder is required to procure and maintain the following policies of insurance at its own expense for the Rental Agreement and covering all phases of the Event, including set up preparation, actual Event, specific hours of occupancy, cleanup, and tear down:

- General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage must be on an "occurrence" basis as opposed to a "claims made" basis. This insurance must pay on behalf of the Event Holder all sums which the Event Holder shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence.
- Automobile Liability Insurance with minimums as required by state law.
- Workers' Compensation insurance with statutory minimums for each accident and each employee for disease to cover obligations imposed by applicable laws for any employee engaged in work under the Rental Agreement.
- Host Liquor Liability insurance, if alcohol is to be sold or provided for consumption at the Event. If Event Holder hires a caterer to sell and/or provide liquor, the caterer is required to provide liquor liability insurance as well as general liability insurance naming both the Event Holder and Arapahoe County as additional insureds.

A certificate of insurance or payment of tenant user liability insurance must be provided to Arapahoe County at the time of entering into the Rental Agreement for the scheduled Event. The certificate of insurance must name Arapahoe County as additional insured. Event Holder agrees to save and hold harmless Arapahoe County from all claims, losses, damages, liabilities, expenses, and attorney's fees of any kind, resulting from any phase of the conduct of an Event at an Arapahoe County Facility except as otherwise stated herein. Event Holder will not be permitted to occupy or use the Arapahoe County Fairgrounds unless and until the required insurance certificates are received by Arapahoe County.

Event Holder may procure the required insurance policies through the Arapahoe County insurance provider. Costs for such policies shall be added to the Rental Agreement.

In the event the Event Holder is not required to carry workers' compensation insurance pursuant to state law, Event Holder is required to certify that it is a small independent contractor, and as

such, is not required, under Colorado law, to carry workers' compensation insurance on its business or itself. Event Holder further agrees, to assume all risk of injury of any type and kind, and to hold Arapahoe County, its elected and appointed officials, officers, employees, and agents harmless from any and all liability associated with any injury that it may incur as a result of the Rental Agreement. Further, Event Holder agrees to be personally responsible for any and all medical bills that it may incur as a result of any injury while engaged in the performance of the Rental Agreement.

Event Holder shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Rental Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

### **Intellectual Property**

Event Holder represents and warrants that Event Holder owns the rights to all copyrighted material to be used during the Rental Agreement, or has obtained all necessary authorizations or permission. Event Holder will assume all costs, expenses, and damages arising from the their 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 Arapahoe County, its officers, agents, and employees harmless from any claims or costs, including legal fees, which might arise from use of any such material.

### **Key Distribution**

Arapahoe County Fairgrounds management may, in its sole discretion, distribute keys and/or access cards to the Arapahoe County Fairgrounds' facilities. Such distribution will be arranged during Event planning meetings. Failure to return distributed keys and/or access cards at the specified time may result in forfeiture of the damage deposit and any additional costs. Should the Event Holder fail to return the keys and/or access cards as required, Arapahoe County will determine if it is necessary to re-key any facilities. If such action is necessary, the Event Holder shall be responsible for any and all expenses.

### **Limitation of Liabilities**

Notwithstanding anything herein to the contrary, Arapahoe County shall not be liable for any indirect, incidental, special, or consequential damages, or damages resulting from the use of the Arapahoe County Fairgrounds by the Event Holder, however arising, including failure of voice or data lines, even if Arapahoe County has been advised of the possibility of such damages. Arapahoe County liability will in no event exceed the amount received under the Rental Agreement for damages arising out of, relating to, or in any way connected with the Rental Agreement. Users of Arapahoe County Fairgrounds are advised to procure event cancellation insurance. Arapahoe 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 by the Event Holder pursuant to the Rental Agreement.

### **Lost or Stolen Articles**

Arapahoe County shall not be responsible, under any circumstances, for property of the Event Holder or guests while on the Arapahoe County Fairgrounds. Arapahoe County will not accept lost and found articles for distribution; unclaimed articles must be held and distributed by the Event Holder. In addition, Arapahoe County is not responsible for any loss of articles or equipment left unattended at the Arapahoe County Fairgrounds. The usage of security personnel when such equipment or articles are left in buildings or facilities at the Arapahoe County Fairgrounds shall be the responsibility of the Event Holder. All articles, equipment, exhibits, displays, or materials shall be brought into the Arapahoe County Fairgrounds only at such times as designated by the Rental Agreement. Event Holder assumes all responsibility for any goods or material that may be placed in Arapahoe County's storage before, during, or after an Event.

### **Open Carrying of Firearms**

Pursuant to Colorado Revised Statute Section 29-11.7-104, open carrying of firearms is prohibited throughout the Arapahoe County Fairgrounds and at all Arapahoe County facilities.

### **Operating Hours**

Business hours for the Arapahoe County Fairgrounds are Monday through Friday from 8:00am – 4:00pm. Weekdays after 4:00pm and all day Saturday and Sunday are considered after hours. The terms “set up” or “tear down” shall include the use of the Arapahoe County Fairgrounds for moving in and out in preparation for an Event. The hours for set up and tear down shall be specified in the Rental Agreement and will be at the discretion of Arapahoe County.

### **Parking Lots and Roadways**

Multiple Events may be conducted simultaneously at the Arapahoe County Fairgrounds. It is the Event Holder's responsibility to coordinate with Arapahoe County on parking area assignments. Fire lanes must be kept open for police, fire, ambulance, and other emergency units.

Event Holder shall be responsible for property damage or injuries in the parking area prior to, during, and after the time of the Event.

All efforts are made to provide snow removal in the event of 4” of snowfall or more (per DIA ratings) on the weekend with the roadways and building entrances being plowed. Shovels are available for the Event Holder to utilize on sidewalks on entrances for the removal of snow.

### **Photos**

Arapahoe County may take photos of any and all Events held at Arapahoe County Fairgrounds. These photos shall be the property of Arapahoe County and may be used by Arapahoe County for educational or promotional materials at no cost to Arapahoe County.

## **Planning Meeting**

As deemed necessary by Arapahoe County, planning meetings will be conducted for certain Events. These meetings shall be scheduled on an agreed upon date and time. All planning meetings must take place a minimum of two (2) weeks prior to Event Holder's scheduled Event. An Event follow up meeting may be required by Arapahoe County Fairgrounds management.

## **Safety**

The Event Holder understands that Arapahoe County Fairgrounds facilities and services are being made available for the only for the reserved purpose and on the condition that the Event Holder, its staff, and its attendees do not disrupt the property or the normal operation of the Arapahoe County Fairgrounds. The Event Holder agrees at all times to adhere to all rules, regulations, and policies of the Arapahoe County Fairgrounds, and to follow all reasonable directions and instructions of Arapahoe County officials, including hired security personnel. Arapahoe County reserves the right to revoke access privileges to any Event holder, Event staff, Event attendees, or Event guests for violating the law or any policy, rule, or procedure, or if the person's conduct becomes, in Arapahoe County's sole and absolute discretion, disruptive or creates concerns for the health and safety of any other person. In such event, the Event Holder shall make arrangements for the immediate removal of such person from Arapahoe County Fairgrounds property.

## **Security**

Arapahoe County may require security for an Event at Event Holder's expense, based on the type of Event and/or when the Event is scheduled. Arapahoe County Sheriff's Office, and /or Arapahoe County Fairgrounds management will evaluate security needs for an Event.

Security is required for Events where alcohol is served or provided. For such Events, the number of security personnel required shall be determined and included in the Rental Agreement. Arapahoe County Fairgrounds management reserves the option of requiring additional security or parking personnel as needed, dependant on the Event type and/or its history. Security during the Event will be for the Arapahoe County Fairgrounds described in the rental Agreement. Security will arrive 30 minutes prior to an Event and is responsible for securing the facility and gates at the completion of the Event. Event Holders for all Events scheduled at the Arapahoe County Fairgrounds will be required to contract with the security company that is a required County vendor with whom Arapahoe County has contracted.

## **Smoking**

Smoking is prohibited by law at all times within all buildings owned, leased, or operated by Arapahoe County. A designated smoking area is required at all large Events. Smaller Events must not allow smoking within 50' of any building entrance per County policy.

**Sub-Leasing**

Event Holder may not, under any circumstances, sub-lease facilities, equipment, or materials owned by Arapahoe County, without the express written consent of Arapahoe County.

**Use of or Loss of Arapahoe County Equipment**

Arapahoe County's employees and volunteers are the only insured users of Arapahoe County's motorized equipment. Use of this equipment by an Event Holder is strictly prohibited. Additionally, Event Holder shall not dispose of any equipment or materials owned by Arapahoe County.