



**EAGLE COUNTY FAIRGROUNDS  
RENTAL AGREEMENT**

between  
**THE COUNTY OF EAGLE, STATE OF COLORADO**  
and \_\_\_\_\_

This RENTAL AGREEMENT (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between the County of Eagle, State of Colorado, a body corporate and politic (hereinafter referred to as the "County") and \_\_\_\_\_ (hereinafter referred to as "User").

**RECITALS**

WHEREAS, the County represents it is duly authorized to enter into this Agreement pursuant to Sections 30-11-101, 30-11-107 C.R.S., as amended; and

WHEREAS, User represents that it is duly authorized to enter into this Agreement for its intended purposes.

**AGREEMENT**

NOW, THEREFORE, in consideration of the recitals stated above and the mutual covenants and promises of the parties hereto, the receipt and sufficiency of which is acknowledged, the County and User agree as follows

1. **USER AND EVENT INFORMATION:**

User: Business or individual name: \_\_\_\_\_  
Name of Event (if any): \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Business phone #: \_\_\_\_\_ cell phone# : \_\_\_\_\_  
Email: \_\_\_\_\_

2. **SCOPE:** County hereby Rentals to User the Fairgrounds facility marked in paragraph six below, located on the Eagle County Fairgrounds, County of Eagle, State of Colorado, hereinafter

referred to as the “Facility”. The rental of this Facility is governed by the **Eagle County Fairgrounds Policies and Procedures Manual**, which is incorporated herein by this reference as if fully set forth herein. By signing this Agreement, User confirms and agrees it has had an opportunity to review this document and further agrees to abide by its terms and conditions. User is responsible for enforcing the Fairgrounds Policies and Procedures Manual during its event and with all guests, attendees and participants.

3. **PURPOSE:** User’s use of the Facility shall be solely for (provide brief description of event):

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User agrees that if it is scheduling a commercial event or any event in the Eagle River Center, it will provide the County with facility, site and parking layout plans for approval at least fourteen (14) days prior to the event. User agrees to provide the County with a security plan as required in Section 16 below, at least seven (7) days prior to the event. An appointment must be made with the Facilities Manager at least seven (7) days prior to the event for review and approval of the plans.

4. **ESTIMATED NUMBER OF USERS:** (estimate as accurately as possible)

Participants: \_\_\_\_\_ Spectators: \_\_\_\_\_

*NOTE: The User is responsible for limiting the number of participants at its event in accordance with Eagle County fire code occupancy capacity requirements. The User may forfeit its damage deposit if the number of persons attending the event is fifteen percent (15%) greater than the estimate provided. It is the User’s responsibility to limit attendance to that stated above.*

5. **FEE CATEGORIES:** Refer to the Fairgrounds Policies and Procedures Manual for required rental fees. Check applicable use category below:

Standard/Non-Resident       Eagle County Resident       Eagle County Non-Profit

Government Usage       Educational Event

6. **FACILITY AND TERM OF AGREEMENT** - The term of this Agreement shall be (check applicable category)(also referred to as the “event”):

Facility	Date/Time of Reservation
<input type="checkbox"/> <b>Exhibit Hall</b> 0426 Fairgrounds Rd., Eagle, CO 81631	_____, 2013 8:00 a.m. – 10:00 p.m. (low use days) 8:00 a.m. – 11:00 p.m. (high use days)
<input type="checkbox"/> <b>Eagle River Center</b> 0794 Fairgrounds Rd., Eagle, CO 81631	_____, 2013 8:00 a.m. – 10:00 p.m. (low use days) 8:00 a.m. – 11:00 p.m. (high use days)
<input type="checkbox"/> <b>Pro-Rodeo Arena &amp; Grandstands</b> 0426 Fairgrounds Rd., Eagle, CO 81631	_____, 2013, 8:00 a.m. – 11:00 p.m.
<input type="checkbox"/> <b>Eagle River Center lower fields</b>	_____, 2013

7. **LICENSES / PERMITS:** Prior to the event, User shall obtain any and all licenses, permits and/or inspections as may be required by law. Food vendors must contact the Eagle County Community Development Department- Environmental Health Division for requirements. If serving alcohol, User must contact the Eagle County Clerk & Records Office for any permit or license requirements. User agrees to provide County with proof any such permits or licenses upon request.
8. **FEES:**
- 8.1 **Rental Fee and Damage Deposit:** The amount of the fee and the damage deposit required for use of the Facility shall be set forth on **Exhibit A** to this Agreement. Fees are based on a flat per day charge for use of each of the Facilities. User must pay one-half of the damage deposit to reserve the Facility on the requested date(s). The balance of the damage deposit and the rental fee is due and payable thirty (30) days prior to the event if held in the Eagle River Center or Pro-Rodeo Arena and Grandstands, and fourteen (14) days prior to the event if held in another Facility. Failure to pay the rental fee and damage deposit as required by this Agreement will result in the immediate termination of this Agreement, and cancellation of the event.
- 8.2 **Additional Services:** If User requires additional services subsequent to signing this Agreement (“Additional Services”), User agrees that the “Additional Services and Settlement Form”, attached hereto as **Exhibit B** and incorporated herein, will be used to list the Additional Services and the cost thereof. User agrees to pay for such Additional Services at least seven (7) days prior to the event OR within thirty (30) days after conclusion of the event. See the “Additional Services and Settlement Form” attached hereto as **Exhibit B** and incorporated herein for a list of available Additional Services and the associated cost thereof.
- 8.3 Damage deposits and rental fees can be paid by check, cash or by certified check. All checks, including checks for deposits, will be cashed. Checks shall be made payable to Eagle County.
9. **FACILITIES ADMISSION SURCHARGE:**
- 9.1 User agrees that it shall pay the County a facilities admission surcharge (“FAS”) of \$.50 per seat sold or five percent (5%) of gross revenues collected, whichever is greater, for any event where User charges an admission fee, registration fee or tuition fee to the general public for admission to or participation in any event held at the Fairgrounds. These events include, but are not limited to, craft shows, fundraisers, concerts, clinics, classes, dances, rodeos, trade-shows or livestock events. User agrees that the FAS is collected at the time a ticket is sold, whether the ticket is sold at the gate or in advance.
- 9.2 The County will allow User to provide its own numbered admission tickets for its event. The County staff shall have the right to inspect tickets prior to the event and to monitor ticket sales periodically throughout the event. Within forty-eight (48) hours after the event has concluded, User shall submit to the Fairgrounds office a total count of tickets sold for the event. If User fails to notify the Fairgrounds office within forty-eight (48) hours after the event of the

total number of tickets sold, then the count used to determine payment to the County shall be the maximum occupancy of the Facility. The Fairgrounds office will bill User for the sum due for the FAS within five (5) working days after conclusion of the event, and payment shall be due no later than 30 days after receipt of billing. Failure to pay the FAS charge within 30 days after an event will result in forfeit of deposit and may result in cancellation of future events and/or loss of the right to book future reservations at the Eagle County Fairgrounds.

9.3 User shall keep an accurate accounting of all ticket sales for its event. County and County's accountants shall be afforded access to, and shall be permitted to audit and copy User's accounting records, books, and other data relating to the event and ticket sales and the User shall preserve these documents for a period of not less than one (1) year after conclusion of the event. If County's review of the User's accounting records determines that User's report of ticket sales for an event was inaccurate, there shall be an adjustment in the FAS as may be necessary to settle in full the accurate amount that should have been paid for FAS.

## 10 **PRE- AND POST-EVENT INSPECTION AND RETURN OF DAMAGE DEPOSIT:**

10.1 **Pre- and Post-Event Inspection:** Prior to the commencement of the event and following the conclusion of the event, User and an authorized representative of the County shall conduct an inspection of the Facility, and shall make written note of any damaged or unclean conditions or property on the "Pre- and Post-Inspection Form", attached hereto as Exhibit C. In the event User fails to attend either inspection, the County shall deduct a \$100 cleaning fee from the damage deposit.

### 10.2 **Damage Deposit:**

- a. The damage deposit will be refunded within forty-five (45) days following the conclusion of the event if: (i) the Facility is left in a clean, usable and undamaged condition; (ii) there is no trash left in the Facility and all personal property has been removed from the Facility; (iii) and the User has adhered to the Fairgrounds Policies and Procedures Manual. If the User fails to clean the Facility to the satisfaction of the County or if the Facility is damaged during the User's occupancy or during the event, all cleaning and damage expenses incurred by the County to restore the Facility to its condition prior to the User's occupancy and/or prior to the event shall be deducted from the damage deposit. In the event that the damage deposit does not cover the damage, the excess cleaning and damage expenses shall be charged to the User, who shall pay that excess within thirty (30) days of billing.
- b. In addition to the foregoing, User agrees that the following expenses may also be deducted from the damage deposit: (1) \$100 cleaning fee if the User does not participate in the pre or post-event inspection; (2) \$25.00 lost key fee; (3) the cancellation fee as set forth below; and (4) Additional Services. If User incurs costs for Additional Services, outlined in Section 8.4 above, and fails to pay for such Additional Services as required, County may withhold the cost of such Additional Services from the damage deposit. In the event the damage deposit is not sufficient to cover the cost of the Additional Services, the excess cost shall be charged to User who shall pay such expenses within thirty (30) days of billing.

**11. CANCELLATIONS:**

11.1 Cancellation of the event must be in writing and shall be effective upon receipt by the Fairgrounds Manager. For events held in the Exhibit Hall, a cancellation fee of \$50.00 will be withheld from the damage deposit if the event is cancelled within fourteen (14) days of the event. For events held in the Eagle River Center or the Pro Rodeo Grandstands Arena, if the event is canceled more than sixty (60) days prior to the event, the County shall refund the full damage deposit and the rental fee. If the event is held in the Eagle River Center or the Pro Rodeo Grandstands Arena and is canceled less than sixty (60) days prior to the event, a cancellation fee in an amount equal to one-half of the damage deposit will be withheld.

11.2 The County shall not be responsible for any consequences, monetary or otherwise, due to cancellation of the event by a User. The County reserves the right to cancel any event due to an emergency or Act of God, as determined by the County in its sole discretion. The maximum liability of County to a User due to cancellation of an event by County, regardless of the reason for cancellation, is limited to the rental fees and damage deposit paid by the User. Users are encouraged to obtain event cancellation insurance. The County will not assume liability for cancellations of events due to emergencies or unforeseen circumstances.

11.3 Indoor arena cancellation policy is enforced by Facilities Management. If you need to cancel your reservation, Facilities Management needs to be notified a minimum of 2 hours prior to the reservation. No shows will be charged the full amount of scheduled time.

**12. PHOTOGRAPHS:**

12.1 County and its agents and employees may take photos of events held at the Fairgrounds and at the Facility. These photos will be the property of Eagle County and may be used for informational and/or promotional purposes and materials. Use of a Fairgrounds Facility is deemed consent to permit the County and its agents and employees to take photographs of events or event participants, and to use and publish the same in print or electronic media. Any such photographs may be used with or without an event participant's name, without compensation, and without any right of inspection or approval of the finished product. Photos may be used for any lawful purpose, including, for example, publicity, illustration, advertising and Web content. By signing this Agreement, User agrees to this provision regarding photographs, and agrees to inform all event attendees, guests and participants of such provision.

**13. INSURANCE FOR EVENTS:**

13.1 User is required to obtain and maintain, at User's expense, the insurance described in this Section 13 insuring against all claims, damages, losses or expenses arising out of, related to or resulting from the event of the use of the Facility. Upon execution of this Agreement, User will provide the Fairgrounds Manager with the required certificates of insurance naming Eagle County, Colorado, its officers, agents and employees, as additional insureds and naming the specific event date(s) being insured. User shall not be able to occupy or use the Facility until the required insurance is obtained and the certificates are provided to the County. In the event User

is unable to obtain insurance or does not timely provide the County with a certificate of insurance as set forth herein, the County may, in its sole discretion, terminate this Agreement and cancel the event.

13.2 User agrees to obtain and maintain the following insurance:

- a. Commercial General Liability/General Liability Insurance. Said insurance shall provide limits as required by the Facilities Manager based on the General Insurance Requirements set forth below. The policy will be applicable to all premises and operations involved in the event. The policy will include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors and products. The policy will also cover all phases of an event, including but not limited to set up, preparation, actual event, specific hours of occupancy and clean-up.
- b. When alcohol is served (not sold), host liquor liability as well as general liability insurance is required or a general liability policy with host liquor.
- c. When alcohol is sold, liquor liability as well as general liability insurance is required.
- d. If the User hires a caterer to host and serve liquor, the caterer is required to provide liquor liability as well as general liability naming both the User and Eagle County as additional insured.
- e. User will provide the Fairgrounds Manager with the required certificates of insurance naming Eagle County, Colorado, its officers, agents and employees, as additional insured and naming the specific event date(s) being insured at least 14 days prior to the event. The User shall not be able to occupy or use a Fairgrounds Facility until the required insurance is provided. In the event a User is unable to obtain insurance or does not timely provide the County with a Certificate of Insurance as set forth herein, the County may, in its sole discretion, terminate this Agreement and cancel the event.

**General Insurance Requirements**

<b>Schedule</b>	<b>Insurance Limit</b>	
	<b>Single Limits</b>	<b>Aggregate</b>
Commercial/General Liability Low/minimum risk (weddings/receptions trade shows/exhibitions, benefits, auctions, garden/flower shows, home shows, instructional classes, auto shows, antique shows, livestock shows)	\$1,000,000	\$1,000,000
Commercial/General Liability Medium risk ( concerts,	\$2,000,000	\$2,000,000

carnivals, car derby)

Special risk (circus,  
balloon rides)

Amount determined by Fairgrounds Manager

Host Liquor	\$1,000,000	\$1,000,000
Liquor Liability	\$1,000,000	\$1,000,000

14. **INDEMNIFICATION:**

14.1 To the fullest extent permitted by law, User shall indemnify and hold harmless the County, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the User's event, or this Agreement, or 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 the User, any officer, employee, representative or agent of the User, anyone directly or indirectly employed by the User, or anyone for whose acts the User may be liable. User'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.

14.2 With respect to any and all claims against the County or any of their officers, employees or agents by any employee of User or anyone directly or indirectly employed by User, or anyone for whose acts User may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the User, under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

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

15. **ALCOHOL CONSUMPTION:** User is responsible for complying with the State of Colorado liquor laws.

15.1 Alcohol is strictly prohibited at all Eagle County Fairgrounds Facilities unless the following criteria are met:

- a. Alcohol consumption must be outlined in this Agreement and details concerning time of the event, location for service of alcohol and the security plan must be determined in planning meetings with the Fairgrounds Manager.

- b. If alcohol is to be sold in the Facility (including use of a cash bar), the following requirements must be met:
  - i. User must obtain a “Special Event Permit” (State of Colorado regulated through the County of Eagle);
  - ii. User must provide certificate of insurance including liquor liability as described in the insurance section herein; and
  - iii. User must provide security plan to the Fairgrounds Manager for final approval a minimum of 14 days prior to the event.
  
- c. If alcohol is to be served, or otherwise made available in the Facility for a private function, the following requirements must be met:
  - i. User must provide certificate of insurance including host liquor liability as described in the insurance section herein; and
  - ii. User must provide security plan to the Fairgrounds Manager for final approval a minimum of 14 days prior to the event.

If User fails to disclose that alcohol is to be sold, served or otherwise made available as described in numbers 1 through 3 above, User, guests, participants, spectators and anyone else involved with the event are subject to removal, citation or arrest at the discretion of the Eagle County Sheriff’s Office.

15.2 Alcohol is not permitted at any events held for youths under 21 regardless of the age of the person signing this Agreement. Alcohol shall not be served or sold to anyone under the age of 21.

15.3 Intoxicated persons shall not be admitted to the Fairgrounds, and are subject to removal by the County in the County’s sole discretion.

15.4 User acknowledges that the “sale” of alcoholic beverages includes indirect sale, for example, by providing alcohol in exchange for a cover charge, single-price admission, donations or tips.

**Check the applicable category below for the event:**

**Initials  
here:**

\_\_\_\_\_  User requests to serve and consume alcohol inside the Exhibit Hall for its event (private party).

\_\_\_\_\_  User requests to sell alcohol at its event, or charge admission to or receive donations in connection with its event where alcohol is provided on Fairgrounds property. A valid Special Events Liquor License is required.

\_\_\_\_\_  User shall not serve or consume alcohol at its event or in the Facility.



**Proof of Special Events Liquor License received?**..... YES NO

**16. SECURITY AND EMT REQUIREMENTS:**

16.1 **Security:** Eagle County will assign armed uniformed security, at any event where alcohol is served, consumed or sold and attendance is reasonably expected to be greater than 50 persons. Hourly rate for each armed security personnel is \$26.50 rates may vary due to holidays or call out basis. Armed security personnel will be based upon the following schedule:

50 to 100 in attendance	1 uniformed personnel
100 to 150 in attendance	2 uniformed personnel
150 to 200 in attendance	3 uniformed personnel
200-500 in attendance	4 uniformed personnel
500+	5 uniformed personnel
plus one additional uniformed personnel for each additional 1000 attendees.	

16.2 **EMT:** Events with 500 or more in attendance require EMT service on-site, at User’s sole expense. User shall provide the Fairgrounds Manager with a written, signed confirmation of on-site EMT services no less than seven (7) days prior to the event.

**Security required?**..... YES NO  
**EMT required?** ..... YES NO  
**Proof of EMT provided?** ..... YES NO

17. **KEY CHECKOUT/RETURN:** User will be provided with a key to the Facility 48 hours prior to the event provided that the rental fee and damage deposit have been paid in full; proof of insurance and proof of security have been provided; and any other requirements have been met. The key must be returned to the County representative at the final walk-through of the Facility following conclusion of the event. If the key is not returned as set forth herein, a lost key fee of \$25.00 will be withheld from the damage deposit.

**18. MISCELLANEOUS**

18.1 User may not assign all or any part of this Agreement without the express, written consent of County, which the County may grant or deny in its sole discretion. County’s consent to any such assignment does not constitute its agreement to consent to any other assignment. Unless County’s written consent to an assignment expressly states to the contrary, User’s assignment of all or any part of this Agreement does not relieve User from liability for the performance of all duties and obligations to be performed by User by the terms of this Agreement.

18.2 Lessee shall permit the County to have access to the Facility before, during, and after the event. The County shall have the right, in its sole discretion, to cancel any event, without notice, or to stop any event in progress should the County determine, in its sole discretion, that the security or life-safety of the User and/or guests, event participants or attendees is in jeopardy or if the County deems the Facility necessary for a public emergency.

18.3 No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless agreed to in writing by all parties.

18.4 This Agreement, and all exhibits attached hereto, and the Fairgrounds Policies and Procedures Manual embody the entire agreement between the parties hereto. There are no inducements, promises, terms, conditions, or obligations made or entered into by either the County or User other than those contained herein.

18.5 All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

18.6 If User fails to abide by the terms of this Agreement, the County reserves the right to retain any portion or all of User's damage deposit.

18.7 This Agreement shall be governed by the laws of Colorado. Venue and jurisdiction for any dispute arising from or out of this Agreement shall lie with the District Court in and for Eagle County, Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

**EAGLE COUNTY**

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

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

**USER**

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

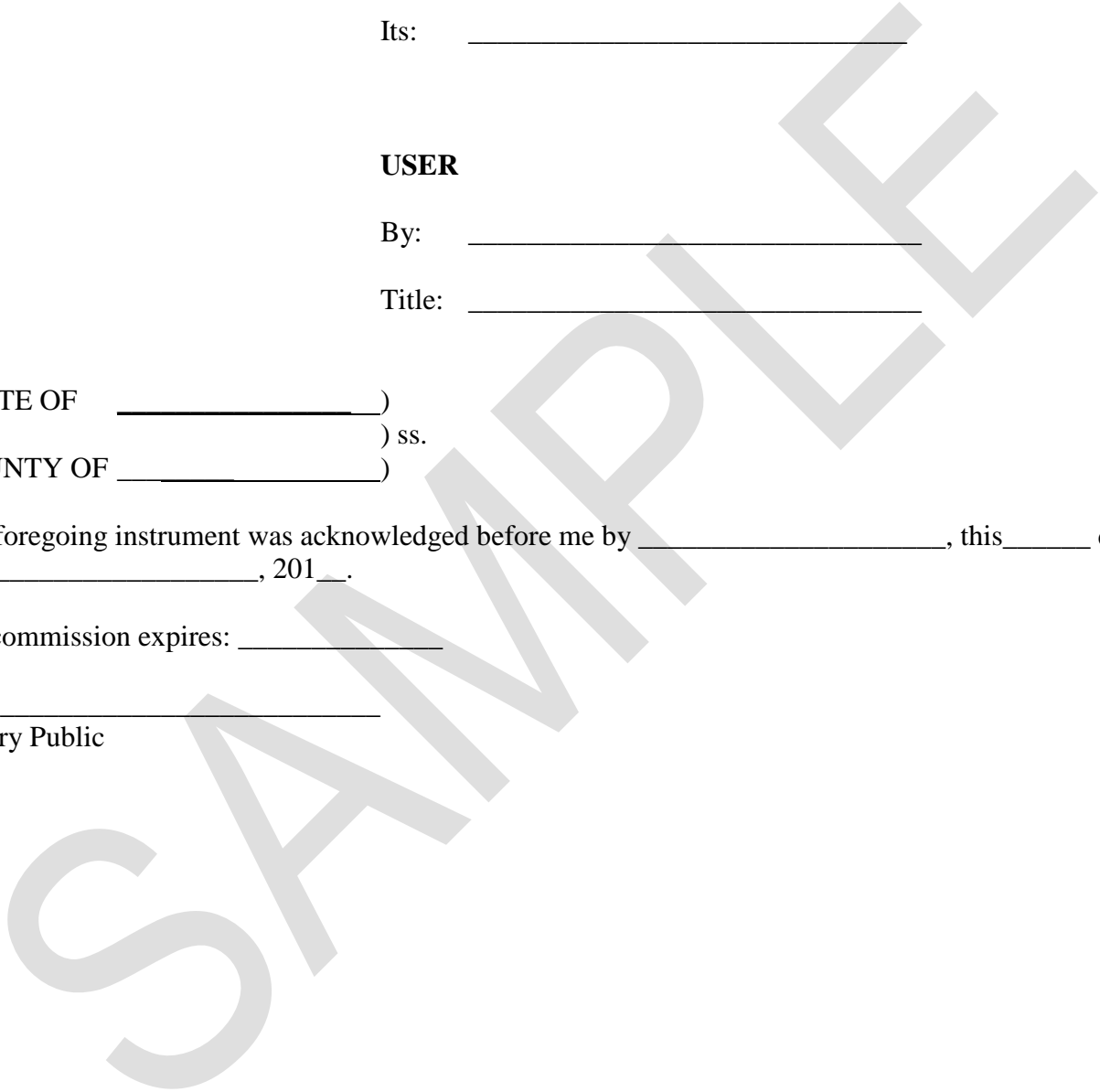
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_, this \_\_\_\_\_ day  
of \_\_\_\_\_, 201\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**EXHIBIT "A"**  
**FEE AND DAMAGE DEPOSIT WORKSHEET**

<b>Event:</b>		
<b>Date:</b>		
<b>Description</b>	<b>Fee</b>	<b>Deposit</b>
Parking Lots Included with Rental		
Pro-rodeo Arena And Grandstands		
Exhibit Hall / North Lawn		
West Parking Lot		
Horse Stalls/East Parking Lot		
North Lawn/Picnic Area		
Events Office		
Warm-Up/Practice Arena (Outdoor Arena)		
Eagle River Center		
Lower Fields		
Small Commercial (Lessons) 4 hour max flat rate	\$100.00	
Electrical Hookup per day	\$15.00	
Setup Charges for staff per hour per person	\$35.00	
Reserved Indoor Arena (minimum of 2hr & 4hr max)	\$20.00 per hour	
Outdoor arena lights per hour	\$10.00	
Labor with Equipment per hour 2-hour minimum Commercial \$50.00/hr County Resident or Non-Profit \$25/hr	\$50.00/\$25.00	
Parking Lots (free with rental of facilities)	\$100.00	
Bleachers per Section (75seat sections)	\$50.00	
Flooring	\$650.00	
Divider Curtains	\$100.00	
Stanchions Each	\$2.00	
Wireless internet per event	\$25.00	
PA System per event	\$20.00	
Stage	\$200.00	
Stalls per Day for Youth	\$5.00	
Stalls per day for Eagle County Resident	\$10.00	
Stalls per day non-resident	\$20.00	
Outdoor pens per horse	\$5.00	
Replacement access card for the Eagle River Center	\$10.00	
Facility Admission Fee .50 per ticket or 5% of gross sales		
<b>TOTAL</b>		
<b>Amount Received/Date</b>		

**EXHIBIT "B"**  
**ADDITIONAL SERVICES AND SETTLEMENT FORM**

<b>Eagle County Government Fairgrounds Additional Services and Settlement Form</b>						
Event:						
Date(s)						
Sponsor/Event Organizer						
	Fees		Selected		Added	Paid
5% per seat sold per day or 5% of gross revenue (see FAS section on Manual)	5%					
Electrical hookup per day	\$15.00					
Set up charges for staff per hour per person	\$35.00					
Reserved indoor arena (minimum of 2 hour & 4 hour max) per hour	\$20.00					
Small Commercial (Lessons) 4 hour max flat rate	\$100.00					
Parking Lots (free with rentals of facilities)	\$100.00					
Lower field (South of the Eagle River Center) w/ restrooms	\$100.00					
Labor with equipment per hour	\$50.00					
Bleachers per section (50 seat sections)	\$50.00					
Flooring	\$650.00					
Divider Curtains	\$100.00					
Stanchions each	\$2.00					
Wireless Internet per event	\$25.00					
PA System per event	\$20.00					
Stage	\$200.00					
Outdoor arena lights per hour	\$10.00					
Stalls per day for Eagle County resident	\$10.00					
Stalls per day for youth	\$5.00					
Stalls per day for non-resident	\$20.00					
Outdoor pens per horse	\$5.00					
Access card for the Eagle River Center for one year	\$25.00					
<b>TOTAL</b>						
<b>Amount Paid</b>						