



# **Eagle County Fairgrounds Policy and Procedures Manual**

**Eagle County Fairgrounds**  
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## **Eagle County Fairgrounds Office**

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# Eagle County Fairgrounds



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### **Facility Use Forms**

**All forms for use of Fairgrounds Facilities may be found online at:**  
[www.eaglecounty.us/Facilities/Fairgrounds](http://www.eaglecounty.us/Facilities/Fairgrounds).

## **INTRODUCTION**

### **OUR MISSION STATEMENT:**

“To enhance the quality of life of Eagle County citizens by providing the opportunity for recreational and educational facilities and activities in the most economical and convenient manner possible.”

The Eagle County Facilities Management Department operates and manages the Fairgrounds. The following Fairgrounds facilities are available for public use (each a “Facility”). See the “Facilities Description and Details of Accommodations” section of this Manual for more information.

- Eagle River Center (Indoor Arena)
- Exhibit Hall/North Lawn
- Stall Barn
- Outdoor Stalls at the Eagle River Center (Green Stalls)
- Outdoor Holding Pens (east of Pro-Rodeo Arena)
- Outdoor Warm-up/Practice Arena
- Pro-Rodeo Arena and Grandstands
- Lower Field and Disc Golf Course
- Fairgrounds Office

## **FEE AND USE POLICY**

It is the policy of Eagle County (hereinafter the “County”) to encourage the use of the Fairgrounds by the public to meet as many needs and to serve as many organizations as possible. Scheduling of events to be held at the Fairgrounds shall be done on a first come, first serve basis, at the discretion of the County.

### **I. General Fee Policy**

It is the policy of the County to charge rental fees to individuals, companies, organizations and entities (each a “User”) who use the Fairgrounds Facilities. Users are divided into five fee categories:

- (1) Standard and/or non-resident;
- (2) Eagle County resident;
- (3) Eagle County nonprofit;
- (4) County and Government Usage; and
- (5) Educational Events

Users are required to execute a Rental Agreement and an Eagle County Fairgrounds Facilities Agreement Waiver and Release Rider (Warning and Acknowledgement of Risk, Release of Liability, Waiver of Certain Rights and Indemnity Agreement)(“Waiver and Release Rider”) for use of a particular Fairgrounds Facility. Except as specifically set forth herein, Users must also pay a rental fee and a damage deposit. Fees are based on a flat per day charge per Facility. If additional services are requested, additional charges may apply. Users of the Fairgrounds Facilities will be charged the fees in effect on the date the Rental Agreement is signed and submitted to the County. The Eagle County Fairgrounds Rental Agreement and the Eagle County Fairgrounds Facilities Agreement Waiver and Release Rider can be found online at [www.eaglecounty.us/Facilities/Fairgrounds](http://www.eaglecounty.us/Facilities/Fairgrounds). See Exhibits A and B to the Rental Agreement for a list of available additional services and the associated fees.

Reservations for the use of the Fairgrounds Facilities shall be managed by the Fairgrounds Manager. It is the User’s sole responsibility to obtain and submit a signed Rental Agreement and the Waiver and Release Rider to the Fairgrounds Manager for use of a Fairgrounds Facility. No individual, organization or entity shall be permitted to reserve any Fairgrounds Facility for more than one (1) event per month unless authorized to do so by the Fairgrounds Manager.

Events may be booked up to one (1) year in advance. Events in the Eagle River Center, Indoor Arena and Pro Rodeo Arena and Grandstands are booked on a first-come first-served basis and must be reserved no less than sixty (60) days prior to the event. Users should notify the Eagle County Fairgrounds Office in writing to reschedule annual events within thirty (30) days of conclusion of a prior event. Any event scheduled beyond a one (1) year period will be considered tentative, and the User scheduling such event should be aware of the tentative nature of the schedule. The County reserves the right to reschedule dates that are booked more than one year in advance.

## **A. FEE CATEGORIES**

### **Standard and/or Non-resident:**

The standard and/or non-resident rate applies to: (1) any individual or entity using the Fairgrounds Facilities for an event for which admission fees, registration fees, class or clinic fees or other charges for admission or participation in an event are charged; (2) for-profit organizations or entities; and (3) non-Eagle County residents and organizations or entities with a principal place of business located outside of Eagle County.

### **Eagle County Resident:**

The Eagle County Resident rate applies to any individual residing in Eagle County, using the Facilities for a private, non-commercial event. Eagle County residency may be validated by a Colorado drivers' license or voter registration card.

### **Eagle County Nonprofit:**

The Eagle County nonprofit rate applies to any organization with a majority (80%) of its membership residing within Eagle County, and which sponsors educational, civic, athletic, or public service events on a nonprofit basis. Organizations must be registered with the Colorado Secretary of State's office and organized as a nonprofit corporation under the laws of the State and/or as having nonprofit status recognized by the Internal Revenue Service. Organizations must provide proof of nonprofit status and incorporation to the Fairgrounds office. Notwithstanding the foregoing, nonprofit organizations using Facilities for an event for which admission fees or other charges are imposed will be charged a fee at the standard and/or non-resident rate.

### **County and Government Usage**

Eagle County and its departments, cities and towns within Eagle County, special districts, Eagle County School Districts and state and federal agencies, including Eagle County Animal Shelter & Services program for dog training provided in partnership with Eagle County Humane Society, are considered "Government Users". Government Users may use the Eagle County Fairgrounds Exhibit Hall without charge, schedule permitting.

### **Educational Events**

Eagle County youth nonprofit organizations, such as the 4-H, will not be required to pay rental fees or damage deposits when using the Exhibit Hall for "Educational Events". An Educational Event is defined as an educational class taught by an instructor who offers a structured course(s) of educational materials to Eagle County youth. A youth is defined as a person 21 or younger.

## **B. FEES FOR USE OF FAIRGROUNDS FACILITIES**

### **1. High and Low Use Days**

Fees for Facilities usage are broken out according to the day of use. The following guidelines apply:

High-use days: Friday through Sunday and County Designated Holidays

Low-use days: Monday through Thursday

The classification of Facility usage days as set forth above determines the applicable rental fee to be paid by the User.

### **2. Facilities Admission Surcharge**

A Facilities Admission Surcharge (“FAS”) of \$.50 per seat sold or five percent (5%) of gross revenues collected, whichever is greater, shall be paid to the County by all Users of Fairgrounds Facilities who charge 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. This fee is collected at the time a ticket is sold, whether the ticket is sold at the gate or in advance.

The County will allow a User to provide its own numbered admission tickets for its event. County staff shall have the right to inspect tickets prior to the scheduled event and to monitor ticket sales periodically throughout the event. Within forty-eight (48) hours after the event has concluded, a User shall submit to the Fairgrounds Office a total count of tickets sold for the event. If a 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 County will bill a 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 Fairgrounds.

Users shall keep an accurate accounting of all ticket sales for each event held at a Fairgrounds Facility. County and County’s accountants shall be afforded access to, and shall be permitted to audit and copy the 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.



## **C. PAYMENT POLICIES**

### **1. Rental Fees and Damage Deposit**

Except as specifically set forth herein, Fairgrounds Facilities are available for public use pursuant to an executed Rental Agreement and the Waiver and Release Rider and payment of a rental fee and a damage deposit. Fees will not be charged for use of the disc golf course unless the course is to be used for a disc golf tournament and Facility restrooms will be used. County and Government Usage and sponsors of Educational Events are not required to pay rental fees or damage deposits for use of the Exhibit Hall. A chart containing specific rental fees is set forth below. All Users shall be responsible for all damage to and necessary clean-up of the Facilities and property following an event.

Users who are required to pay a damage deposit at the time of reservation must pay one-half of the damage deposit to reserve a 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 an event held in the Eagle River Center, Pro-Rodeo Arena and Grandstands and fourteen (14) days prior to events held at other Facilities. Failure to pay the damage deposit and rental fee, as required, prior to the event will result in the termination of the Rental Agreement and cancellation of the event.

All fees and charges for use of a Facility shall be set forth in the Rental Agreement. Fees are based on a flat per day charge per Facility. If a User requires additional services (“Additional Services”) subsequent to the signing of the Rental Agreement, the Additional Services and Settlement Form, Exhibit B to the Rental Agreement, will be used to set forth such 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. In the event a User fails to pay for Additional Services as required, the cost of the Additional Services will be deducted 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.

The damage deposit will be refunded within forty-five (45) days following the conclusion of an 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 Policy & Procedure Manual and all Fairgrounds Rules and Regulations. 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 and/or during the User’s scheduled event, all cleaning and damage expenses incurred by the County to restore the Facility to its condition prior to the User’s occupancy or 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.

In addition to the foregoing, Users agree 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) the cost of Additional Services.

## **2. Method of Payment**

Damage deposits and fees for events at the Fairgrounds 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.

## **3. Bad Check Policy**

If a check is returned by the bank for any reason, the User will be assessed the actual return fees charged to Eagle County. The User shall then be required to make payment in the form of cash, cashier's check or money order. The event will be considered tentative until cash or certified funds are received by the County. The County, in its sole discretion, will not accept a reservation for a future event from any person or entity owing monies to the County, and may refuse to rent a Facility to any person or entity who, at any time, failed to make full payment in sufficient funds to the County within thirty (30) calendar days after the date of the County invoice.

**CURRENT YEAR FEES (2016):**

<b>Facility</b>	<b>Non -Profit</b>	<b>County Resident</b>	<b>Standard / Non-Resident</b>	<b>Deposit</b>
Pro-Rodeo Arena and Grandstands	\$200 Fri-Sun \$100 Mon-Thurs	\$300 Fri-Sun \$200 Mon-Thurs	\$500 Fri-Sun \$400 Mon-Thurs	\$750
Eagle River Center (includes kitchen)	\$350 Standard Rate + surcharges for special event	\$450 Standard Rate + fees for Additional Services for special event setup/equipment	\$700 Standard Rate + fees for Additional Services for special event setup and equipment	\$750
Lower Field and Disc Golf Course – includes use of Eagle River Center restrooms	\$100 per day	\$100 per day	\$100 per day	\$250
Exhibit Hall/North Lawn	\$200 Fri-Sun \$150 Mon-Thurs	\$300 Fri-Sun \$200 Mon-Thurs	\$500 Fri-Sun \$300 Mon-Thurs	\$500
Outdoor Warm-Up/Practice Arena	\$50 Fri-Sun \$25 Mon-Thurs	\$75 Fri-Sun \$50 Mon-Thurs	\$150 Fri-Sun \$75 Mon-Thurs	None
Event Campers	\$20 per electrical hook-up	\$20 per electrical hook-up	\$20 per electrical hook-up	
Stall Fee/Boarding	\$20 per day	\$20 per day/\$10 youth rate	\$20 per day	\$25
Access Badge	\$25.00	\$25.00	\$25.00	
Replacement Access Badge	\$10.00	\$10.00	\$10.00	
Outdoor Holding Pens	\$5.00 per animal	\$5.00 per animal	\$5.00 per animal	
Indoor Arena Eagle River Center (Nov 1 – Mar 31)	<b>General Use/Riding</b>  2 hour min/4 hour max; \$20/hour; \$50 seasonal deposit up to 4 horses; \$100 seasonal deposit over 4 horses	<b>Youth Rate/4H</b>  \$30 flat fee – 4 hour max; \$100 seasonal deposit	<b>Roping and Barrel Racing Clubs</b>  \$100 flat fee – 4 hour max; \$300 seasonal deposit	<b>Horseshoe, Archery, Baseball</b>  \$20/hour; \$50 seasonal deposit

Indoor Arena Eagle River Center (Nov 1 – Mar 31)	<b>Small Commercial (Lessons)</b> \$100 flat fee – 4 hour max; \$50 season deposit up to 4 horses; \$100 seasonal deposit over 4 horses			
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**II. General Use Policy**

The County retains control and management of the Fairgrounds Facilities at all times, and shall have the right to enforce all rules and regulations in effect, including, but not limited to, those contained in this Manual. The County shall have the right to eject any person who fails or refuses to comply with any such rules or regulations or with this Manual.

**ADVERTISING, BANNERS, AND SIGNS:**

Users must make arrangements in advance with the Fairgrounds office to display banners or signs or advertise products or services at the Fairgrounds. Signs may not be placed over Eagle County signs.

**ALCOHOL:**

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

1. Alcohol consumption must be outlined in the Rental 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.
2. If alcohol is to be sold in a Fairgrounds Facility (including use of a cash bar), the following requirements must be met:
  - User must obtain a “Special Event Permit” (State of Colorado regulated through the County of Eagle).
  - Provide certificate of insurance including liquor liability as described in the insurance section herein.
  - Provide security plan to the Fairgrounds Manager for final approval a minimum of 14 days prior to scheduled event.
3. If alcohol is to be served, or otherwise made available in a Fairgrounds Facility for a private function, the following requirements must be met:
  - Provide certificate of insurance including host liquor liability as described in the insurance section herein.
  - Provide security plan to the Fairgrounds Manager for final approval a minimum of 14 days prior to scheduled event.

4. If a User fails to disclose that alcohol is to be sold, served or otherwise made available as described in numbers 1 through 3 above, the 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.
5. Alcohol is not permitted at any events held for youths under 21 regardless of the age of the person signing the rental agreement. Alcohol shall not be served or sold to anyone under the age of 21. No glass containers are permitted.
6. Intoxicated persons shall not be admitted to the Fairgrounds Facilities, and are subject to removal by the County in the County's sole discretion.

### **ANIMALS:**

1. Users renting a Facility for any activity in which animals are used or exhibited shall comply fully with all applicable government agency statutes, laws, ordinances, rules and regulations applicable to the care and treatment of animals. All animals must be penned, stalled and otherwise confined and under the direct control of the User or owner of the animal(s) at all times.
2. All dogs shall be kept on a leash and under the control of the User or owner, unless participating in a scheduled event, and will not be allowed in any buildings unless the dog or animal is a service animal assisting a disabled person. Manure and excrement must be cleaned up by the owner of the animal.
3. Overnight boarding of animals in the Barn Stall, the Outdoor Stalls at the Eagle River Center or in the Outdoor Holding Pens is permitted upon execution of an Eagle County Fairgrounds Overnight Boarding Agreement and a Waiver and Release Rider and payment of applicable fees. No boarding may exceed a one (1) night period unless a longer period is approved in writing by the Fairgrounds Manager. Advance reservations are preferred. Unless authorized by the County, only one horse or mule shall be permitted in any single stall. Animals shall not be relocated from their assigned stalls. The Eagle County Overnight Boarding Agreement and the Waiver and Release Rider can be found online at [www.eaglecounty.us/Facilities/Fairgrounds](http://www.eaglecounty.us/Facilities/Fairgrounds).
4. Users are responsible for providing clean shavings for each stall, for the daily cleaning of stalls and holding pens, and for leaving all stalls and pens in a clean and undamaged condition. Cleaning and damage expenses shall be deducted from the damage deposit and/or additional charges shall be assessed to the User in the event the stall or pen is not left in a clean and undamaged condition. In the event a User fails to clean any stall or pen, the County will assess the User with a fee of \$25.00/day per stall or pen. Any such fees shall be deducted from the damage deposit and/or paid by the User upon demand.
5. The County reserves the right to inspect any animal kept on Fairgrounds property. Livestock owner shall provide upon request proof of current vaccinations for EHV-1, EHV-4, Influenza, Rabies and proof of a negative Coggins Test dated within 12 months of the date the User/owner desires to bring its animal(s) onto Fairgrounds property or board its animal(s) in a Fairgrounds Facility. For animals traveling across state lines, current health certificate (within 30 days) and negative Coggins Test (within 12 months) are required and must be provided to the County

upon execution of an Overnight Boarding Agreement. No animal may be brought onto Fairgrounds property or boarded in a Fairgrounds Facility unless the animal(s) are/is in good health and pose no threat to any other livestock on Fairgrounds property. The County, in its sole discretion, may refuse to board such animals or require a User/owner to remove such animals from Fairgrounds property. Any animal that contracts a contagious disease must be removed immediately from the Fairgrounds property at the User/owner's expense. These requirements apply to all animals on Fairgrounds property for any event, including but not limited to shows, clinics, rodeo events and overnight boarders.

6. Equine event promoters shall collect and submit to the Fairgrounds office prior to a scheduled event, exhibitor contact information including: owner name, phone number and email address. Information will be retained electronically for the purposes of notifying owners of any health concerns which arise, such as infection diseases.

7. Owners of any animal kept on the Fairgrounds property shall be responsible for ensuring that the animal is properly fed and watered on a daily basis. No bulk feed shall be permitted in the barns at any time. The County shall designate a feed storage area.

8. Animals shall not be permitted to be kept or stalled in the Indoor Arena or the Outdoor Warm-up/Practice Area.

9. At the discretion of the County, the stalls and pens shall not be available for use on days when scheduled events or maintenance is planned.

10. Users of Fairgrounds Facilities for boarding purposes acknowledge that the User/owner remains solely responsible for the safety and wellbeing of its animals while on the Fairgrounds property. There is no staff on the Fairgrounds after 3:00 p.m., and all animals are left overnight on the Fairgrounds at their own risk. Stall doors may not be locked by order of the Eagle County Fire Marshall.

11. During the time that the animal(s) is/are on the Fairgrounds property, the County shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the animal(s) or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said animals(s). This includes, but is not limited to, any personal injury or disability the animal owner, or owner's guest, may receive on county premises. Nothing herein shall be construed as a waiver of any immunity at law, including immunity granted under the Colorado Governmental Immunity Act.

12. The County does not carry any insurance on any animal(s) for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with boarding or for any other reason for which the animal(s) are on the premises of the County are to be borne by the User/owner of the animal(s). The County strongly recommends that Users/owners obtain equine mortality insurance applicable to the subject animal(s).

### **CAMPING:**

Camping is permitted during scheduled events in designated areas of the Fairgrounds for event participants, contestants or exhibitors only. No other camping is permitted except in the event

of an emergency, as determined by the County in its sole discretion. In order to camp on Fairgrounds property, event participants must make a reservation with the Fairgrounds Manager. A daily camping fee is required when electrical hook-ups are used.

### **CANCELLATIONS:**

Cancellation of an event must be in writing and shall be effective upon receipt by the Fairgrounds Manager. For events held in the Exhibit Hall/North Lawn, a cancellation fee of \$50.00 will be withheld from the damage deposit if an event is cancelled less than fourteen (14) days of an event. For events held in the Eagle River Center or the Pro-Rodeo Arena and Grandstands, if an event is canceled more than thirty (30) days prior to an event, the County shall refund the full damage deposit and rental fee. If an event in the Eagle River Center or Pro-Rodeo Arena and Grandstands is canceled less than thirty (30) days prior to an event, a cancellation fee in an amount equal to one-half of the damage deposit will be withheld.

The County shall not be responsible for any consequences, monetary or otherwise, due to cancellation of an 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 due to emergencies or unforeseen circumstances.

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.

### **CLEANING & DAMAGE POLICY:**

Each Facility must be left in a clean, usable and undamaged condition following an event. Prior to and following the conclusion of an event, User and a County representative shall jointly conduct an inspection of the Facility, and shall make written note of any damaged or unclean conditions or property on the Eagle County Fairgrounds Pre- and Post-Inspection Form. The post-event inspection will be scheduled at the time of check-in and the User agrees to be present at the designated post-event inspection. If scheduling conflicts arise and the User cannot attend the scheduled post-event inspection, the User must contact the Fairgrounds Manager in a timely manner for notification and rescheduling. If a User fails to attend a post-event inspection, a cleaning fee of \$100.00 will be withheld from the damage deposit. If any part of a Facility, other than the Indoor Arena, needs to be cleaned after an event or use to make the Facility ready and presentable for the next event, the User will be charged a rate of \$50.00 per hour for County staff time to clean the Facility. For cleaning any part of the Indoor Arena, located in the Eagle River Center, a User will be charged a rate of \$40.00 for County staff time. A User will be responsible for the actual costs incurred by the County to repair any damage sustained to a Facility following an event or use. Failure to meet the County's cleaning requirements as set forth in the Pre- and Post-Inspection Form may result in partial or total forfeiture of the damage deposit. The Eagle County Pre- and Post-Inspection Form can be found online at [www.eaglecounty.us/Facilities/Fairgrounds](http://www.eaglecounty.us/Facilities/Fairgrounds).

### **COUNTY EQUIPMENT:**

County-owned equipment, including, but not limited to, tractors, grooming equipment, props, poles and fence panels shall be operated by Eagle County Fairground's employees only.

### **DECORATIONS:**

All decorations for any event must be approved by the Fairgrounds Manager at least 14 days prior to the scheduled event and all decorations must be taken down at the conclusion of the event. Nails, tacks or screws shall not be used to fasten items to any part of the Facility. All decorative material including, but not limited to, drapes, hangings, curtains and table coverings with overhangs, shall be made from either nonflammable materials or rendered and maintained in a flame retardant condition.

### **DRONES:**

The use of drones for photography or videography is prohibited on the Fairgrounds and in any Fairgrounds Facility.

### **EDUCATIONAL EVENTS:**

Eagle County youth nonprofit organizations will not be charged rental fees or damage deposits when using the Exhibit Hall for Educational Events. An Educational Event is defined as an educational class taught by an instructor who offers a structured course(s) of educational materials to Eagle County youth. Sponsors of Educational Events may not charge a fee to participants attending the Educational Event. All sponsors of Educational Events must execute a rental agreement and provide proof of required insurance at least 14 days prior to an event. All sponsors are responsible for adhering to this Manual and all rules and regulations of the Fairgrounds.

Educational Events will be permitted Monday through Thursday only, and may not be scheduled on County-designated holidays.

Users must provide the labor necessary for set up of tables and chairs, for putting tables and chairs away and cleaning up the Facility immediately following the Educational Event. All Facilities and equipment must be left in good condition and good working order to retain use privileges.

### **EMERGENCY MEDICAL TECHNICIANS:**

For events where the anticipated attendance is 500 persons or greater, the User, at its sole cost and expense, must arrange for on-site Emergency Medical Technician ("EMT") for the event through one of the local emergency services special districts. The County reserves the right to require Users to arrange for on-site EMT service for high risk events, including but not limited to, the demolition derby and rodeo.

During event, for any first aid or medical assistance situation, Users should call Eagle County Dispatch at 479-2200 or call 911.



## **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, Colorado Revised Statutes.

## **FOOD:**

### 1. Consumption of Food

Users are required to notify the Fairgrounds Office at least fourteen (14) days prior to an event if the User plans to serve food in connection with an event. Users are responsible for complying with all insurance requirements and any Eagle County Environmental Health Services requirements for the consumption of food in connection with an event.

A warming kitchen is available for use when renting the Exhibit Hall or the Pro-Rodeo Arena and Grandstands. Users are responsible for all foods, beverages, utensils and dishes necessary for the event. Catered meals, pot-luck style meals and pre-packaged concessions are allowed. The warming kitchen contains a warming oven, refrigerator/freezer, sink and microwave. No cooking is allowed in either the warming kitchen or in the concession stand. Outdoor grilling is allowed with prior written approval of the Fairgrounds Manager. Dishwashing is not allowed.

### 2. Sale of Food

In the event a User desires to sell food at any Fairgrounds Facility, it must first obtain an event food license from the Eagle County Environmental Health Services. Call 970-328-8755 for more information. A copy of the food license must be provided to the Fairgrounds Manager at least fourteen (14) days prior to an event.

## **GOVERNMENT USERS:**

Government Users may use the Exhibit Hall without charge, schedule permitting. Fees apply for use of all other Facilities. County departments may book reservations one year in advance, subject to availability of Facilities. The provisions for Government Usage also apply to CSU Extension Service and Eagle County Animal Shelter & Services programs.

Neither County departments nor other Government Users may arrange for a Facility in their name for actual use by other groups or individuals. Third parties are only acceptable if both the party making the reservation and the party using the Facility are governmental agencies.

Requests for use of the Facilities must be received by the Fairgrounds office no less than seven (7) working days in advance of the requested date(s) of use. Government Users are not required to provide damage deposits, but must execute a rental agreement and provide proof of insurance at least seven (7) days prior to the scheduled event.

Government Users are responsible for table and chair set-up, as well as cleaning and trash pick-up in and around the reserved Facility immediately following an event. All Facilities and equipment must be left in good condition and good working order. Government Users should contact the Fairgrounds office in advance for information and training on sound system

operation. Government Users should make a reasonable effort to cancel no less than three (3) days before a scheduled event.

**HOOK-UPS - ELECTRICAL/PLUMBING:**

Electrical installations or hook-ups, other than plugging equipment into the 120 v and 208 v convenience outlets provided, shall be performed only by a licensed electrician. Electrical installations shall be performed in conformance with current electrical code standards. Eagle County Facilities Management staff must be present any time a connection is made to Fairgrounds electrical or plumbing services or equipment. Users must notify the Fairgrounds Manager at least seven (7) days prior to a scheduled event if an electrical or plumbing connection is required.

**HOURS OF OPERATION:**

Eagle County Fairgrounds hours are as follows:

Eagle River Center: 8:00 a.m. to 11:00 p.m. on high-use days and  
8:00 a.m. to 10:00 p.m. on low-use days.

Exhibit Hall: 8:00 a.m. to 11:00 p.m. on high-use days and  
8:00 a.m. to 10:00 p.m. on low use days

All events must end by the hours indicated. Any musical performances or use of loud speakers must end by 11:00 p.m. on high-use days.

Pro-Rodeo Arena/Grandstands 8:00 a.m. to 11:00 p.m.

Access to other areas of the Fairgrounds, such as the Lower Field/Disc Golf Course and Outdoor Arena are generally open to the public for use at their own risk. The County does not staff the Fairgrounds on a regular basis.

**INDEMNIFICATION:**

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 the Rental 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; and the User shall reimburse the County for any and all legal and other expenses incurred by the County in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnification shall not apply to claims by third parties against the County to the extent that the County is liable to such third party for such claim without regard to the involvement of the User.

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.

To the fullest extent permitted by law, a User shall indemnify and hold harmless the County and any of its officers, agents, employees and insurers from and against any losses, claims, damages or liabilities for which the County or any of its officers, agents, or employees may become subject to, insofar as any such losses, claims, damages or liabilities arise out of, directly or indirectly, the boarding of any animals on the Eagle County Fairgrounds or in Fairgrounds Facilities, or from any damage or injury caused by the a User's animal(s) to anyone, or are based upon any performance or nonperformance by a User of the County's Overnight Boarding Agreement; and the User shall reimburse the County for any and all legal and other expenses incurred by the County in connection with investigating or defending any such loss, claim, damage, liability or action. All Users agree to disclose any and all hazardous or dangerous propensities of animals boarded with the County.

### **INDOOR ARENA:**

The public is permitted to use the Indoor Arena, located in the Eagle River Center, by reservation. Each User must sign an Indoor Arena Use Agreement and a Rider and pay a daily use fee before using the Indoor Arena. A non-refundable fee of \$25.00 will be collected for access keys/badges to the Arena. Advance reservations are required by contacting the Fairgrounds Office at least 24 hours in advance. A damage deposit will be charged each season (weather dependent but typically November 1 – March 31). The damage deposit will be returned after the end of the season, subject to any deductions for cleaning or damage to the Indoor Arena. If any part of the Indoor Arena needs to be cleaned or repaired after an event or use to make the Indoor Arena ready and presentable for the next event or use, the User will be charged at a rate of \$40.00 per hour for County staff time to clean and/or repair the Indoor Arena. Users will be notified immediately if fees for cleaning or damage are assessed. The County reserves the right to cancel reservations for riding time in order to schedule large events. If cancellation is necessary, advanced notice will be given. The Eagle County Indoor Arena Use Agreement and the Waiver and Release Rider can be found online at [www.eaglecounty.us/Facilities/Fairgrounds](http://www.eaglecounty.us/Facilities/Fairgrounds).

Commercial use of the Indoor Arena, including, but not limited to, riding lessons or other instruction, is not allowed without the prior written permission of the Fairgrounds Manager.

Users of the Indoor Arena understand and agree that they are voluntarily using the Indoor Arena with knowledge of the dangers of equine activities and agree to accept any and all risk of injury or death associated with such activities. See sections above entitled "Equine Law" and "Llama Law".

### **INSURANCE:**

The County does not insure or furnish Users or their guests or invitees with insurance coverage.

All Users shall obtain and maintain, at their sole cost and expense, the following policies of insurance:

1. Commercial General Liability/General Liability Insurance. Said insurance shall provide limits as indicated 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.
2. 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.
3. When alcohol is sold, liquor liability as well as general liability insurance is required.
4. 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.

At least 14 days prior to the scheduled event, the User shall 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. The User shall not be able to occupy or use the 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 the Rental Agreement and cancel the event.

All insurance must be obtained through insurers with an A or better rating as determined by Best's Key Rating Guide.

Insurance may be available to Users through CTSI's Tenant User Liability Insurance Program (TULIP), c/o Arthur J. Gallagher & Co. 1-800-333-3231.

**General Insurance Requirements:**

<b>Schedule</b>	<b>Insurance Limit</b>	
	<b>Single Limits</b>	<b>Aggregate</b>
Commercial/General Liability Low/minimum risk (wedding/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, carnivals, car derby)	\$2,000,000	\$2,000,000

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

**KEY CHECKOUT/RETURN:**

Users will be provided with a key to a reserved Facility within 48 hours of the event provided that all fees and damage deposits have been paid in full to the County; proof of insurance has been submitted; proof of required security has been submitted and any other requirements have been met. The key must be returned to the County representative at the post-event inspection of the Facility, as scheduled following conclusion of the event. In the event the User does not participate in the post-event inspection, the key must be returned to the County no later than the first business day following the end of the event. Keys must be returned to the Fairgrounds office at: Eagle County Facilities Management, 590 Broadway, Eagle, Colorado. If the key is not returned within 24 hours after the end of the event, a lost key fee of \$25.00 will be withheld from the damage deposit.

**LLAMA LAW:**

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

**OUTDOOR WARM-UP/PRACTICE ARENA:**

Use of the Outdoor Warm-up/Practice Arena by the public for open riding and for the exercise of horses is permitted from dawn until dusk free of charge, except during scheduled events. The County reserves the right to ask Users to stop or refrain from using the Outdoor Warm-up/Practice Arena due to scheduled events.

Users of the Outdoor Warm-up/Practice Arena understand and agree that they are voluntarily using the Arena with knowledge of the dangers of equine activities and agree to accept any and all risk of injury or death associated with such activities. See sections above entitled “Equine Law” and “Llama Law”.

**PARKING:**

All Users shall be responsible for parking control and for ensuring that fire lanes (twelve feet minimum) and access lanes (twelve feet minimum) are kept clear of obstruction during all events held at the Fairgrounds. Unless otherwise authorized, parking shall be in signed areas only within the Fairgrounds or in the east parking lot or west parking lot located outside of the Fairgrounds. Events with attendance greater than 100 shall use the east or west parking lot for all parking. Parking is prohibited on grass areas.

Events with attendance over 500 must provide a parking plan to the Fairgrounds Manager at least 14 days prior to the scheduled event which includes a proposed method for deliveries and

emergency/essential vehicle access. The parking plan shall clearly indicate the number of persons expected to be in attendance.

### **PHOTOS:**

County staff may take photos of events held at the Fairgrounds. These photos will be the property of the County and may be used for informational and/or promotional materials. Use of the Fairgrounds Facilities 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 by the event participant. Photos may be used for any lawful purpose, including, for example, publicity, illustration, advertising and web content.

### **RENTAL AGREEMENT:**

Users are required to execute a Rental Agreement and a Waiver and Release Rider for use of a particular Fairgrounds Facility. Users must be at least 21 years of age to enter into a Rental Agreement. Users are responsible for complying with this Manual and all rules and regulations of the Fairgrounds. By making a reservation for any Fairgrounds Facility and/or executing a Rental Agreement, Users acknowledge that they have read and agree to the Waiver and Release Rider. The Eagle County Fairgrounds Rental Agreement and the Waiver and Release Rider can be found online at [www.eaglecounty.us/Facilities/Fairgrounds](http://www.eaglecounty.us/Facilities/Fairgrounds).

Prior to and following the conclusion of an event, the User and an authorized representative of the County shall inspect the Fairgrounds Facility which is the subject of the Rental Agreement, and shall make written note of any damaged or unclean condition or equipment on the Eagle County Fairgrounds Pre- and Post-Inspection Form. The Eagle County Fairgrounds Pre- and Post-Inspection Form can be found online at [www.eaglecounty.us/Facilities/Fairgrounds](http://www.eaglecounty.us/Facilities/Fairgrounds).

If at the conclusion of the scheduled event, the County's representative finds the Facility to be unclean or damaged, the User shall be responsible for all costs incurred by the County to clean the Facility and repair all damage to the Facility.

A Rental Agreement and a Waiver and Release Rider must be signed by both the User and the County before any advertising or publicity for an event. Users shall obtain all necessary permits and licenses prior to the scheduled event, and shall promptly pay all taxes, excise or license fees applicable to the use of the Facility.

All Users must submit an event floor and/or layout plan to the Fairgrounds Manager at least 14 days prior to an event. A scheduled walk-through of the Facility must be completed at least 14 days prior to the event.

### **RESERVATIONS:**

Events in the Eagle River Center and Pro-Rodeo Arena and Grandstands must be reserved no less than sixty (60) days prior to the event.

**SECURITY:**

For all events where alcohol is served, consumed or sold, the County will assign armed security guards to monitor the event. Users will be responsible for the cost of the security. **The surcharges for each security guard per hour are specified in the Rental Agreement.** Armed security 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.	

Users shall provide signed confirmation of the required security services to the Fairgrounds Manager no less than seven (7) days prior to the event.

**SET UP AND TEAR DOWN CLARIFICATION:**

The terms “set up” or “tear down”, if included in the Rental Agreement, shall include the use of the Facility for moving in and out equipment, and preparation of the Facility for the event. The hours for set up and tear down shall be specified in the Rental Agreement. The County may charge an additional daily or hourly fee if the hours of use exceed the standard hours of operation indicated in the rental agreement.

**SOUND SYSTEM**

Sound systems are located in the Eagle River Center, the Exhibit Hall and in the “crow’s nest” above the Outdoor Arena. Use of these sound systems is permitted with the rental of the applicable Facility, with a required training session and surcharge payment prior to use.

**UTILITIES:**

In case of a major utility failure during regular business hours (8:00 a.m. - 5:00 p.m. weekdays) immediately notify the Fairgrounds Management Department at 328-8880 or cell 987-2239.

For gas smells, immediately evacuate the Facility and **PLACE CALLS FROM OUTSIDE THE BUILDING.** Call the Fairgrounds Management Department at 328-8880. If you do not make contact, and if you believe there is potential danger to the Facility or occupants, or if the utility failure occurs after regular hours, call 911 or contact Eagle County Fairgrounds Management Department at 328-8880 or cell 987-2239. A list of emergency contact numbers is posted inside each Facility.

### **III. FACILITY AND EVENT RULES & REGULATIONS:**

#### **A. GENERAL**

1. The County shall not be responsible for any loss or damage (e.g. due to theft, fire or vandalism) arising out of or in any way related to activities held on Fairgrounds property.
2. Children shall not be permitted in any areas where livestock are kept or used unless participating in a scheduled event, or unless supervised or accompanied by a parent or adult who shall accept complete responsibility in case of any injury, accident, damage or death.
3. Glass containers are prohibited on Fairgrounds property.
4. The County reserves the right, in its sole discretion, to close any part of the Fairgrounds to public access at any time.
5. Users shall occupy the Fairgrounds in a safe and careful manner and shall comply with all federal, state and local laws, rules, and regulations as may be in force and effect during attendance at an event, including any and all health laws and regulations.
6. If, in the judgment of the County, persons attending an event are in violation of this Manual or any County rules or regulations, the County may terminate the event and require all persons to immediately leave the Facility.
7. The County reserves the right to deny any group or person access to the Fairgrounds as well as, to remove or eject any group or person for, including but not limited to: public intoxication, disruptive or dangerous behavior, smoking in non-designated areas, public indecency, nudity, urinating outside of the restrooms, damaging property, entering restricted areas, violating public laws, this Manual or Fairgrounds rules and regulations.
8. The County reserves the right to enter upon the Fairgrounds property or enter any event at any time.
9. Littering and dumping of trash in all areas of the Fairgrounds is prohibited.
10. For safety reasons, areas of the Fairgrounds identified as restricted by signage, video and or/audio messages, barriers and fences, or by the presence of security personnel shall be off-limits.

#### **B. FIRE AND LIFE SAFETY STANDARDS**

All fire regulations prescribed by the County and the Greater Eagle Fire Protection District (the "Fire District") shall be strictly observed.

The following rules must be observed during all events open to the public:



1. All Facilities and buildings are “No Smoking” facilities. Smoking outside the Facility, must be fifty feet away of any barn, hay or straw materials.
2. All Users must submit a floor and/or layout plan to the Fairgrounds Manager at least 14 days prior to a scheduled event. Any permits required by the Fire District shall be clearly displayed and visible at all times. A scheduled walk-through must be completed at least 14 days prior to the event.
3. Parking is not allowed in fire lanes. Any unattended vehicles in a fire lane shall be ticketed and towed at the owner’s expense. Traffic, parking control signs or Fairgrounds roadway signage may not be altered without the prior approval of the Fairgrounds Manager.
4. Demonstrations or operation of any heat producing devices or sources of ignition, including but not limited to: heaters, stoves, barbecues, candles, torches, lanterns, internal combustion engines, or any open flame device, must be approved by the Fire District.
5. All required exits from the buildings shall remain unlocked and free of obstructions while the building is occupied. Exit signs must remain visible. A minimum 48-inch aisle way to exit doors must be maintained inside and outside of buildings.
6. There shall be no spraying of flammable or combustible paints or primers. This includes, but is not limited to, aerosol cans.
7. A permit (one permit per show or event) is required from the Fire District for all liquid fuel equipment or displays inside any building or covered area. Equipment shall have:
  - a) At least one battery terminal disconnected.
  - b) Fuel tanks shall be less than 1/4 full and/or contain less than five gallons of fuel whichever is less.
  - c) Fuel tanks will be sealed to prevent the escape of vapors.
  - d) Fuel systems will be free of all leaks.
8. All fire extinguishing equipment must be unobstructed and visible.
9. All drapes, hangings, curtains, drops, and other decorative material, such as hay or straw, etc., shall be treated or maintained in flame retardant condition.
10. The use, sale, display, and/or storage of gun powder (smokeless or black) is not permitted on Fairgrounds property. No guns on display shall be loaded.
11. Fireworks are not allowed unless permitted through the Fire District.
12. Liquid petroleum gas shall not be allowed in the Facilities. Use of liquid petroleum gas outside may require a permit through the Fire District.
13. Compressed gas cylinders must be secured in all areas, especially food preparation areas.

For further information or additional questions, call the Greater Eagle Fire Protection District at (970) 328-7244. Permit information is available through the Greater Eagle Fire Protection District at 0425 E. 3<sup>rd</sup> Ave, Eagle, CO 81631.

#### **IV. Facility Descriptions and Rules for Facility Use**

##### **EAGLE RIVER CENTER**

0794 Fairgrounds Road

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Size of Rodeo Arena:	125 x 260
Seating Capacity:	700
Disabled Seating:	available on concourse
w/ 110v outlets:	5 – South exterior side of building
Asphalt Parking lot:	223 marked; additional unmarked available on S side of building and W of asphalt lot – capacity approx. 700

Rental Fee includes: Use of Rodeo Arena, announcers booth, tables (33) and chairs (380) and PA.

##### **ARENA RULES**

1. Pick-up all manure indoors and outdoors and dispose of it in designated area.
2. Do not tie horse to panels around arena. Tie to hitching rails indoors or out.
3. Return all equipment (jumps, barrels, etc.) to their proper storage places.
4. Glass containers are prohibited.
5. Dispose of trash in the cans provided.
6. Livestock, other than horses, are not allowed in arena.
7. Turn off lights before leaving.

##### **OUTDOOR STALLS (GREEN STALLS)/BOARDING**

0794 Fairgrounds Road

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22 Stalls

East of Eagle River Center

Rental Fee Includes: use of stall. User must provide its own shavings for use of stalls and must clean out stalls following use. Manure must be deposited in designated areas.

**EXHIBIT HALL/NORTH LAWN**  
0426 Fairgrounds Road

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Size of Hall: 50 x 100  
Size of kitchen: 10 x 20  
Seating Capacity: 214  
Size of stage: 25 x 25  
East parking lot

Rental Fee Includes: Use of Exhibit Hall, stage, 192 chairs, 40-6' round tables, 11- 8'x 3' rectangular tables bathrooms, North Lawn area, picnic tables, grills, warming oven, refrigerator and freezer

**STALL BARN / BOARDING**  
Fairgrounds Road

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56 Stalls  
East parking lot

Rental Fee Includes: Use of Outdoor Warm-up/Practice Arena, north and south wings, stock tanks, and outdoor wash rack (seasonal). User must provide its own shavings for use of stalls and must clean out stalls after use. Manure must be deposited in designated areas.

## **PRO-RODEO ARENA AND GRANDSTANDS**

0426 Fairgrounds Road

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Size of Rodeo Arena:	135 x 260
Size of Outdoor Warm-up/Practice Arena	50 x 180
Seating Capacity:	2,600 (rodeo), (4,000 concert w/arena seating)
Disabled Seating:	30
w/ 110v outlets:	5 - south side of grandstands
East parking lot:	unmarked parking 300 cars

Rental Fee Includes: Use of Rodeo Arena, announcers booth, PA, Outdoor Warm-up/Practice Arena, east and west parking lots, restrooms, showers, 15 trash cans, 8 picnic benches, bucking chutes, holding pens, walk-through and ride through gates, calf chute, east office, west ticket office, drinking fountains, stock tanks, outdoor wash rack (seasonal).

### **ARENA RULES**

1. Pick-up all manure indoors and outdoors and dispose of it in designated area.
2. Do not tie horse to panels around arena. Tie to hitching rails indoors or out.
3. Return all equipment (jumps, barrels, etc.) to their proper storage places.
4. Glass containers are prohibited.
5. Dispose of trash in the cans provided.
6. Livestock, other than horses, are not allowed in arena.
7. Turn off lights before leaving.

## **OUTDOOR HOLDING PENS**

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Located at the east end of the Pro-Rodeo Arena

Rental Fee includes: use of Outdoor Holding Pens. Owner must clean up after its animals following use and dispose of manure in designated areas.

## **LOWER FIELD/DISC GOLF COURSE**

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Rental Fee includes: exclusive use of lower fields and exterior access to restrooms in the Eagle River Center.

## **FAIRGROUNDS OFFICE**

Fairgrounds Road

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Size of Building:	1,000 square feet
Size of office #1:	
Size of office #2:	
Size of kitchen area:	10 x 10
Size of meeting room:	10 x 20
	East parking lot
	West parking lot

Rental Fee includes: Use of kitchen area (refrigerator only), bathrooms, meeting room