

# GRAND COUNTY FACILITY USE POLICIES

Grand County, Colorado (County) owns and/or leases and operates various facilities for the benefit of the residents of Grand County and the public. County wants to (a) maximize use of these facilities, (b) minimize conflicts between regular and special event Users, (c) assure that the value of Grand County's facilities is preserved and enhanced, and (d) require that all use of County facilities be conducted safely and legally. The following policies were developed to meet those goals.

Any Person/Organization (User) requesting use of a County facility must fill out the GRAND COUNTY FACILITY USE APPLICATION and adhere to the following policies.

## 1. SCHEDULING

- 1.1 One County office is assigned to schedule regular/periodic uses (a "use") and special events (an "event") at each County facility. Reservations must be scheduled by the following:
  - 1.1.1 For Flying Heels Arena: Grand County Road & Bridge (970.887.2123)
  - 1.1.2 For the Grand County/Middle Park Fairgrounds: CSU Extension Office (970.724.3436)
  - 1.1.3 For events on all other County property: Office of the County Manager (970.725.3347)
- 1.2 All facilities are reserved on a first-come, first-served basis. When scheduling, the designated County office will take into consideration County's goals set out above. Disputes over scheduling shall be referred to the County Manager.
  - 1.2.1 User should make their reservation no less than two weeks prior to the event. Notification of cancellations must be given no less than 24 hours prior to the event. Larger events should be scheduled no less than one month prior to the event.
  - 1.2.2 At times, special events will take precedence over regular/periodic uses, which may result in one or more regular/periodic uses being cancelled. Should that occur, regular/periodic users will be notified not less than three days prior to the event.
  - 1.2.3 When scheduling, pre-event setup and post-event cleaning should be included in reserved event time. (i.e., if the event is scheduled for 2 hours, User may need to reserve 4 hours to accommodate setup and cleaning.)
- 1.3 Unless provided otherwise herein, all required documentation, fees, and requests must be submitted not less than two weeks prior to the event; for larger events, not less than one month prior to the event. County, in its sole discretion, will notify User if their event is considered a larger event subject to the one month timeline.

## 2. MAINTENANCE

- 2.1 User must designate with specificity those associated facilities needed: i.e., concession area(s), restrooms, portable toilets, PA/Sound systems, crow's nest, camping area(s), parking area(s), grandstands, not less than two weeks prior to an event, unless the event is a larger event requiring one month's notice consistent with the provisions of paragraph 1.3 above.. User must notify the Fairgrounds Manager (for events/uses planned at the Fairgrounds), Grand County Road & Bridge (for events/uses planned at Flying Heels Arena), or the office of the County Manager (for events/uses planned on other County property) of what the event will need.
- 2.2 County will make every reasonable effort to keep the facility's grounds in proper shape and condition for all scheduled events and usage. However, there may be occasions in which other County obligations interfere with this maintenance and/or requested preparation. In that event, County will notify the User prior to their reservation that it has been unable to perform the requested maintenance.

## 3. GENERAL USER REQUIREMENTS

- 3.1 **Accessibility.** User recognizes that County is subject to Title II of the Americans with Disabilities Act ("ADA") and that User may be subject to the provisions of Title III of the ADA. Should User modify any facilities in any manner for their event, User is responsible for ensuring that the facilities continue to comply in all respects with the ADA, including accessibility, usability, and configuration. User shall be solely responsible for any violation(s) of the ADA arising from User's modification or reconfiguration of the facilities. User shall also be solely responsible for providing auxiliary aids and services that are ancillary to their event and for ensuring the policies, practices and procedures of the User's event are in compliance with the ADA.

- 3.2 **Approval:** Some events may require approval by the Grand County Board of County Commissioners.
- 3.3 **Camping:** General overnight camping is prohibited at County Facilities. Provided, however, that camping may be allowed at county-sponsored agricultural events and/or with an approved facility use application at the discretion of County.
- 3.4 **Catastrophic Damage to Facilities.** In the event the facility, or any part thereof, are damaged by water, fire, hail, or any other event outside the control of County such that the fulfillment of its obligations are impossible, then at its sole discretion, County may terminate any use agreement. In that event, User does hereby expressly release and discharge County and its agents and County expressly releases and discharges User and its agents from any and all demands, claims, actions, and causes of actions arising from any of the causes aforesaid and from User's occupation and use of any County facility or property..
- 3.5 **Damage to Facilities.** Upon termination of its use of any facility and/or County property, each User shall deliver to County the facility in as good condition and repair as the same was found at the beginning of the User's event or other permitted use of any County facility or property, except for ordinary wear and tear. User shall not perform any act or allow any act to be performed before, during, or after the event that will in any way mark, deface, alter or injure any part of the facility. User is responsible for damage to the facility during their event or other use and shall forfeit any deposits up to and equal to the cost of damages. If the actual cost of damages exceeds the deposit amount, User shall promptly remit to County the balance due to repair or replace any items damaged during the course of the event or as a result of the event.
- 3.6 **Deposit/Use Fee.** User is required to submit a damage deposit and non-refundable use fee to County. After the event, County will inspect the facility to determine any (i) damages in excess of normal wear and tear and/or (ii) failure of any User to meet its cleanup obligations. County shall return User's deposit, less any deductions, after completion of the inspection. If County deducts any sums from a User's deposit, then County shall provide an itemized statement accounting for such deductions and return any remaining deposit. See the GRAND COUNTY FACILITY USE RATE SCHEDULE for Deposit/Use Fee rates.
- 3.6.1 **Waivers.** Grand County Facilities may be offered to community groups, non-profit entities, and governmental agencies at a reduced rate.
- 3.6.1.1 Use Fee waived: Use fees will be waived for community groups, non-profit entities, and governmental agencies who are utilizing the facility for any of the following:
1. hosting an educational or charitable event that is free of charge to attendees
  2. hosting business/safety meetings
  3. County sponsored events
- 3.6.1.2 Deposit waived: Deposits will be waived for the following events:
1. County sponsored events
  2. Events which have a written agreement with Grand County allowing the use of a Grand County facility
  3. Community groups, non-profit entities, and governmental agencies hosting business/safety meetings
- 3.6.1.3 Events will not qualify for a fee or deposit waiver, except with the express permission of the Board of County Commissioners, if any of the following applies: the event includes alcohol, live animals, or weapons; the event is intended to raise funds for the entity using the facility; or the event has greater than 50 participants/attendees.
- 3.7 **Disputes/Venue/Jurisdiction.** User acknowledges that should any dispute arise relating to use of County facilities, including alleged violations of these Policies, , and suit be deemed necessary by either party, that venue for such action shall lie only in the District Court in and for the County of Grand, Colorado. Furthermore, all disputes shall be determined pursuant to the internal laws of the State of Colorado without regard to any statute or rule of law specifying a different choice of law.
- 3.8 **Exclusive/Non-Exclusive Use of Facility.** County reserves the right for its authorized representatives and other Users to enter the facility at any time and on any occasion as long as it does not interfere with such User's event. By agreement with County, some uses will be exclusive to a particular User; other uses may be shared, or non-exclusive, to a particular User. If an event is non-exclusive, then each User shall cooperate with the simultaneous uses by other Users and shall not interfere with the use of the facility by others. User shall use the facility for the purpose of setting up for, conducting, and cleaning up after their planned event and for no other purpose.

- 3.9 **Holdover.** In the event any portion of the facility is not vacated by User within 3 days after a special event or within thirty (30) days after completion of a regular/periodic use, then, at User's expense, County may remove from the facility all goods, merchandise, equipment and property of any other kind or description that remains. In that event, Grand County shall not be liable for any damage to or loss of such goods, merchandise, equipment or property sustained during either the removal or storage of same. Any property left at the facility after the days set forth in this Paragraph shall be deemed abandoned and shall become the property of County.
- 3.10 **Inspection.** User represents that they have inspected the facility requested and accept the facility, and the condition thereof, as adequate for User's purposes for their event and to meet User's obligations under the Americans with Disabilities Act. Grand County, its agents, employees, officials and other authorized representatives may inspect the facility at any time so long as such inspection does not unreasonably interfere with User's uses/events. User acknowledges County's right to inspect the facility at any time and County's authority, but not the duty, to eject any objectionable person or persons from the facility. User waives any and all claims for damages against County, its employees, officials, agents and other authorized representatives, resulting from County's exercise of this authority provided that User shall have no liability for any such acts taken by County. County shall inspect the facility prior to the date and time the User will occupy the facility, and after the date and time the User vacates the facility.
- 3.11 **Legal and Safe Use of Facilities.** County will make every reasonable effort to ensure that as of the time User takes possession of the facility that the facility will be in good and safe condition. User shall use and occupy the facility in a safe and careful manner and shall strictly adhere to all applicable county, municipal, State and Federal laws, rules and regulations and all other rules and regulations prescribed by the Grand County Sheriff's Department, the local police department and other governmental authorities.
- 3.12 **Monitoring.** User shall permit County and any other governmental agency authorized by law, or their authorized designee, to monitor and/or audit all activities conducted by User at the facility. All such monitoring shall be performed in a manner so as to not unreasonably interfere with User's use of the facility.
- 3.13 **Nondiscrimination.** User *shall not* discriminate against any person in any manner based on race, ethnicity, color, national origin, religion, age, gender, marital status, political affiliation or belief, sexual orientation, handicap, or Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions. User shall also comply with any and all laws prohibiting discrimination. Further, User shall not exclude from participation in the event or in any manner discriminate against any qualified individual with a disability except where such disability prevents such individual from meeting bona fide qualifications for safe participation in the event. User shall take all necessary affirmative steps, as required by 45 CFR §92.36(e), Colorado Executive Orders D0055 87 and D0005 94 and State Procurement Rules, to assure that small and minority businesses and women's business enterprises are used, when possible, as sources of supplies, equipment, construction and services necessary to perform User's obligations relative to their event.
- 3.14 **No Other Relationship Created.** The relationship created between County and User is only a site rental/utilization agreement and does not constitute the creation of a partnership, joint-venture, agency or landlord and tenant relationship. No User nor its agents nor employees shall be or be deemed to be employees or agents of County. No User nor its agents nor employees are entitled to unemployment insurance benefits of County. Neither User nor its agents nor employees has any authority, express or implied, to bind County to any agreement, liability or understanding whatsoever.
- 3.15 **Release Required of Participants.** User may be required to obtain valid participant Waivers, Release and Assumption of Risk (Release) protecting County, its employees, agents, officials and officers not later than 2 weeks prior to the planned event. If so required, User shall retain such Releases for at least 6 years after the event and, upon request, shall provide to County either the original or a copy of every waiver executed by each participant.
- 3.16 **Safety and Security.** User is responsible for determining and meeting security and safety requirements (i.e., crowd control off-duty officers, EMS personnel, ambulance presence, etc.). User is also responsible for initiating, maintaining, and supervising all safety and security precautions and programs in connection with their use of the facility. All Users of County facilities must fully comply with all requirements of the Occupational Safety and Health Act (OSHA), and any other pertinent rules or regulations. User shall take all reasonable safety precautions and shall provide all reasonable protection to prevent personal injury and property damage or loss to: all persons attending and participating in the event, User's employees, agents and other persons involved in the event, County's employees, agents and other persons involved in the event, or otherwise; and County's facilities, materials and equipment present or used during the event.

- 3.17 **Sales Taxes:** User shall comply with all regulations of the State of Colorado Department of Revenue, including Retail Sales Tax Returns, Special Event Licenses, etc. Sales taxes shall be collected and remitted to applicable jurisdictions as required by law. Periodic-use Users must comply with all requirements of the Colorado Department of Revenue including (i) registration and standard retail sales license (Colorado Business Registration, form CR100), (ii) collection of all required taxes, (iii) timely filing of all necessary periodic tax reports, and (iv) timely remittance of all taxes required to be collected. Sales taxes shall be collected and remitted to applicable jurisdictions as required by law.
- 3.18 **User Qualified/Certified/In Good Standing.** Not less than two weeks prior to the planned event, User must have in effect all necessary licenses, certifications, approvals, insurance, etc. required to properly provide the services and/or supplies necessary to the event. All of User's employees and agents shall hold the required license or certification, if any, to perform their responsibilities for the planned event. Any revocation, withdrawal or nonrenewal of necessary licenses, certifications, approvals, insurance, etc. required for User to properly perform the planned event shall be grounds for Grand County to revoke User's use of the facility. If User is a legal entity (i.e., a general partnership, corporation, foreign corporation, limited liability company, limited liability partnership, etc.) then such User must be in good standing in the jurisdiction of its formation and be authorized to do business in the State of Colorado. Proof of such good standing and/or authorization to conduct business in Colorado shall be provided to County upon request.
- 3.19 **Timely Payment.** User shall promptly obtain all necessary permissions and pay to all third parties all royalty, license, copyright, trademark and patent fees related to their event, and such invoices and bills as are presented for services, supplies or other benefits rendered to User in connection with User's use of the facility. User shall pay when due all required taxes, including employment taxes and income tax withholdings and sales taxes related to the event. User shall also promptly pay all excise or license fees as applicable to the event and shall obtain all permits and licenses, whether County, Municipal, State or Federal, required for the event. Grand County may require proof of compliance with this section.
- 3.20 **Use Plan.** At least 2 weeks prior to the event, User may be required to submit to County for approval a detailed plan showing all setup, parking, traffic patterns, and other planned uses for the facility. A trash removal and Dust & Noise Control Plan may be required to minimize impacts on the adjacent neighborhood and/or surrounding properties.
- 3.21 **Utilities.** User may be responsible for identifying and purchasing, if necessary, sources of potable and/or non-potable water sufficient for the planned event. County will make every reasonable effort to ensure that the water supply delivery system (if applicable) at the facility functions in adequate condition. User expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency, failure or impairment of the water supply system or any of the utilities of the facility.
- 3.22 **Weapons/Fireworks/Liquor/Camping/Open Fires.** User shall not permit any weapons, fireworks, camping, liquor or open fires at the facility without the written permission of County.
- 3.22.1 Fireworks displays at the Middle Park Fairgrounds in Kremmling will require coordination with the Airport Supervisor and FAA no less than 60 days prior to event.
- 3.22.2 User shall not use the facility or any part thereof for the storage or sale of liquor unless properly licensed by the State of Colorado and local jurisdictions.
- 3.23 **Youth Activities:** All youth activities must have adult supervision.

#### 4. **INSURANCE**

- 4.1 **Insurance Requirement.** No individual or organization shall use facilities owned by County until all applicable insurance requirements are met. This pertains to all users without exception. If an individual or organization fails to comply with County's insurance requirements, County reserves the right to revoke User's use of the facility.
- 4.2 **Additional Liability Insurance Not Required for County-sponsored events.** The requirements of this Paragraph 4 do not apply to events which are sponsored by Grand County.
- 4.3 **Liability Insurance Requirements.** Insurance requirements are established at the sole discretion of Grand County and are based on the type of planned event.

4.3.1 **Commercial Events/Uses.** User must provide to Grand County certificates evidencing insurance on an Acord 25-S form (or similar certificate of liability insurance) with Grand County identified as the Additional Insured and including the endorsement language shown below:

Grand County, its Board of County Commissioners, officers, officials, employees and agents are ADDITIONAL INSUREDS, as respects liability.

4.3.2 **Personal or Business Events/Uses.** At County's sole discretion, the insurance requirement may be met by timely submitting a Certificate of Insurance showing (a) User's currently effective renter's, homeowner's, ranchowner's or business liability insurance policy with limits meeting the requirements in section 4.4 and (b) such insurance policy will cover the planned event.

4.4 **Limits.** At the discretion of the County, the *minimum* insurance required is as follows:

4.4.1 **Medium Risk:** *Minimum liability \$2,000,000:* Includes, by example, concerts, carnivals, gymkhana, horse races, small rodeos, shooting competitions or practices or any event which includes alcohol, animals, or weapons as determined by the County.

4.4.2 **High Risk:** *Minimum Liability \$5,000,000:* Includes, by example, circus, large rodeo, balloon rides, car derby or any event which includes alcohol, animals, or weapons as determined by the County.

4.5 **Public Entity Users.** If User is a "public entity" within the meaning of the Colorado Governmental Immunity Act, 24-10-101, et seq., C.R.S. as amended, then such User shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet User's liabilities under the Act.

4.6 **Safety/Liability.** These insurance coverages constitute the minimum requirement. Providing such insurance in no way lessens or limits the liability of User. User shall procure and maintain, at their own cost, any additional amounts of insurance that they believe, in their own judgment, may be necessary for its proper protection relative to the event. Further, safety precautions shall be exercised at all times for the protection of all persons and property. Safety provisions of all applicable rules, regulations and laws shall be observed and hazards arising from the activity shall be guarded against or eliminated in accordance with the highest standards of safety practices. All Users and subcontractors must fully comply with all requirements of the Occupational Safety and Health Act (OSHA), and any other pertinent laws, rules, and regulations.

## **5. WAIVER OF LIABILITY AND INDEMNIFICATION**

5.1 User hereby waives all claims against County and its officials, officers, employees and agents for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from Users use of the facility, regardless of whether or not caused in whole or part by the negligence or other fault of the County. User hereby releases and forever discharges the County from all such claims.

5.2 User shall defend, indemnify and hold harmless County and its officials, officers, employees and agents from all costs, claims and expenses arising out of any liability or claim of liability for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever, by reason of User's operation, use or occupation of the facility, by User's presentation of, preparation for or cleanup after the event or by any act or omission of User or any of its agents, employees, guests, patrons or invitees related to the event and/or the facility. This indemnification shall not apply to third party claims against County to the extent that County is, or is determined to be, liable to such third party for such claims without regard to the involvement of User. County shall promptly provide to User a copy of any summons, complaint or other notice of claim with respect to any claim for which County may seek indemnification or defense hereunder. Within 10 days following the receipt of such notice of claim from County, User shall acknowledge receipt of such notice, in writing, to County. In such acknowledgement, User shall accept the defense and obligation to indemnify County hereunder. Following such acknowledgment, User shall take all actions reasonably necessary to protect County from such claim. County shall cooperate in User's defense of such claim. In the event that User fails or refuses to give such acknowledgment of receipt and acceptance to County within the 10-day period specified, County may, but shall not be obligated to, assume its own defense and thereafter recover from User all attorney's fees and costs of such defense.

## **6. EXTENSION HALL and DANCE HALL RULES.**

6.1 All floors must be swept & mopped with hot water only. Broom, dust pan, mop & bucket are all located in the cleaning closet; there is a faucet to fill the mop bucket in the back.

6.2 The coat rack may not be moved.

- 6.3 Tables and chairs must be cleaned and returned to their storage locations. Do not sit on the tables. User will be responsible for any damaged chairs or tables. Tables and chairs may not be put outside for any reason.
- 6.4 Lock all external doors; turn off all lights; and return the Extension Hall key before leaving.
- 6.5 Use of the following prohibited items will result in loss of deposit: no pets/animals, except for service animals, no hay bales, no candles or open flames in any form, no glitter, confetti, spray foam, or sand, no tacks or nails may be used to hang up decorations, no bicycles, skateboards, roller shoes or roller blades.

**7. HORSE STALL RENTAL RULES**

- 7.1 This lease shall be one week or less.
- 7.2 User shall use the stall for purpose of boarding their horse and for no other purpose whatsoever, and in accordance with the Rules and Regulations which are attached and incorporated herein.
- 7.3 Each User is to take good care of their animals. Stalls or corrals are to be kept clean and in good condition. Animals shall have fresh water and food each day. It is the responsibility of the User to see that the animal is receiving proper care. Grand County shall not assume any responsibility to care for or maintain any animal.
- 7.4 If concern arises, County shall be entitled to determine the health and condition of animals on the premises and, if necessary, will take reasonable measures to ensure the health and safety of the animal(s) at the owner's expense.
- 7.5 Neglect of an animal is a criminal offense under Colorado Law 18-9-202 and cruelty to animals is a Class 1 misdemeanor.
- 7.6 Horses, with riders, may be exercised in the practice arena or large arena when the arenas are not occupied by scheduled users.
- 7.7 At no time shall animals be left unattended unless the animals are secured within their respective stall or corral.
- 7.8 User is responsible for removal of all trash. Manure shall be placed in the dumpster located on the facility.
- 7.9 User shall cooperate with other renters, respect any property, hay, buckets, feeders, etc.
- 7.10 ABSOLUTELY NO SMOKING IN BARN OR WITHIN 20 FEET OF BARN OR STALLS.
- 7.11 User will not be allowed to move into a vacant stall or move from stall to stall unless approved.
- 7.12 User further acknowledges that there are no known diseases or illnesses of their horses or other animals that may cause problems with other horses or other animals.
- 7.13 Documentation of brand inspection, Coggins Certificate and veterinarian's contact information is required.
- 7.14 Any violations of these rules will result in expulsion from the facility.

**8. ALL OTHER COUNTY PROPERTY RULES**

- 8.1 Users requesting the use of any County facility not specified above will adhere to these GRAND COUNTY FACILITY USE POLICIES as laid forth previously. Additional facility-specific rules and regulations will be provided after application for use is submitted and/or approved. Grand County reserves the right to impose additional rules and requirements as may be appropriate for specific events.