

PROWERS COUNTY FAIRGROUNDS FACILITY

RENTAL AGREEMENT

Today's Date: _____	Date(s) of Events: _____
Name of Organization: _____	Set Up Time: _____ am pm
Name & Address of Authorized Agent: _____ _____ _____	Event Starts: _____ am pm
Phone: _____	Finish Time: _____ am pm
Sales Tax ID: _____	_____ Arena _____ Home Ec _____ Centennial _____ Pavilion
Type of Event: _____	

If approved by the Board of County Commissioners (the "Commissioners"), I agree to pay fees in the amount of \$_____ or to submit a request for a waiver of the fees. I understand the decision to waive any or all of the fees are at the total discretion of the Commissioners. I have attached copies of my State of Colorado Sales Tax License and the City of Lamar Sales Tax License, if applicable. Failure to do so will result in denial of my rental request, unless I am legally exempt. The attached lease terms are part of this Agreement.

Authorized Agent

Date

The Commissioners reserve the right to not lease any portion or all of the Fairgrounds to any organization which it deems in its sole discretion, to be in direct and adverse competition to Prowers County merchants or is otherwise detrimental to Prowers County citizens. Fees may be adjusted at the discretion of the Commissioners based upon the number of participants or unique conditions. Fees are based on daily rates.

Rental Approved:

Maintenance & Facilities Director

Date

Chairman
Prowers County Board of Commissioners

Date

For County Use Only:

Date Booking Fee Paid (\$25.00): _____ Damage/Cleaning Deposit: _____

Date Rental Fee Paid: _____ Date Paid: _____

Inspection completed: _____ Damage/Cleaning Deposit Refunded: Y/N, if no, see attached.
Please note that any deposit refund due back to you will be provided by a Prowers County check. Checks are issued upon approval at the Commissioners' meetings.

Liability Insurance received: Yes___ No___ Date: _____

PROWERS COUNTY FAIRGROUNDS

FACILITY RENTAL RESERVATION AGREEMENT

Between Prowers County Board of Commissioners (Commissioners) and the Authorizing Agent (User) renting the facility, including any parking areas, if applicable (Rented Premises).

1. Determination of fees for use of the facilities shall be made by the Commissioners in accordance with the established fee schedule and agreed to by the User at the time the reservation is confirmed. Use of the Rented Premises shall not include Prowers County personnel, including, but not limited to, County Maintenance Personnel.
2. Unique events may require an increase in fees/charges and/or conditions in addition to those shown. The Commissioners reserve the right to modify any of the conditions as necessary on a case-by-case basis. Holiday use of the Fairgrounds is subject to approval by the Commissioners. All County holidays are observed by County Maintenance Personnel. No Prowers County Personnel will be made available to the User over County-approved Thanksgiving and Christmas holidays. Additional fees will be assessed for events scheduled on holidays. Overtime charges for County Maintenance Personnel at a rate of two times the normal hourly rate will be charged for holiday events, in addition to regular fees and charges, with the exceptions described previously in this paragraph.
3. **Use of all facilities shall be scheduled through the Prowers County Administration Office only.**
Fees and deposits:
 - a) **A non-refundable booking fee of \$25.00 per event must be paid when each event is scheduled.**
 - b) **The \$25.00 booking fee is due before an individual or entity may have their name placed on the Fairgrounds calendar to reserve a facility at the Fairgrounds.**
 - c) **If the event does not go forward for whatever reason, the \$25.00 fee WILL NOT BE REFUNDED.**
 - d) **The remainder of the Rental Fee and Damage/Cleaning Deposit must be submitted to the office no less than ten (10) working days prior to the date scheduled. (Commercial users: fees must be paid in certified funds.) The Damage/Cleaning Deposit is required and due from all Users whether use fees are waived or not. Failure to pay fees ten (10) working days prior to the event may result in cancellation of facility use. Access to the facilities at any time other than stated on this form is not allowed unless prior approval is received from the Commissioners. Please note that the Damage/Cleaning Deposit refund, if any, due back to the User will be provided by a Prowers County check. Checks are issued upon approval at the Commissioners' meetings.**
4. The scheduling of the activities shall be made in the name of one individual who must, as a condition of use, read this document and accept responsibility for adequately supervising the event; assure that the facilities are used for the purpose for which they are scheduled; reimburse the County for damage to the property or facilities including excessive clean-up costs that may occur in connection with the event; assure payment, in full, of all charges for space and equipment requested; and ensure that all promotion and advertising of events involving the use of the facilities shall identify the individual or group sponsor of the event.
5. The Damage/Cleaning Deposit must be **paid within ten (10) days prior to the scheduled event.** The Damage/Cleaning Deposit shall be utilized by Prowers County, if necessary, for cleanup and repair of damages of the Rented Premises. In the event that the User performs cleanup of the Rented Premises in a suitable manner and there is no damage, The Damage/Cleaning Deposit will be reviewed for return to the User at the next regularly scheduled meeting of the Commissioners. **The Rented Premises is an alcohol-free facility. If any alcohol is brought to the Fairgrounds, the entire deposit will be retained. The User will be personally liable for any expense for damage and/or cleanup in excess of the required deposit.**
6. In case of cancellation, the Rental Fee will be refunded (less the booking fee) if notice of cancellation is received ten (10) working days prior to scheduled use. If the event is canceled due to inclement weather, the event may

be rescheduled with no additional fees due. If the event is rescheduled for any other reason without the required notice, an additional booking fee will be charged.

7. Subleasing or charging additional fees to use the Rented Premises will not be permitted.
8. Non-commercial Users may have one (1) day in advance for set-up, decorating, etc. between the hours of 8:00 am and 4:00 pm, provided that there is nothing previously booked on that date. If additional days are required for set-up, an additional fee of **\$100** will be charged for each additional day. Commercial Users: If special set-up/tear-down is required, standard facility use days will be charged on a ½ day basis.
9. Liability insurance is **required** for all commercial events. Certain “at risk” activities, i.e. rodeos, tractor pulls, carnivals, circuses, etc. are **required** to provide liability insurance. An insurance certificate showing Prowers County as an additional insured **must** be provided to the County no later than ten (10) business days prior to the scheduled event.
10. Under Colorado Law, an equine professional is not liable for any injury to or the death of a participant in equine activities resulting in the inherent risks of equine activities, pursuant to Section 13-21-119, Colorado Revised Statutes.
11. The User acknowledges that the User’s rental of Prowers County’s property is not subject to the direct supervision and control of Prowers County personnel. Accordingly, and in express consideration for the within Agreement, User hereby agrees to indemnify, and hold harmless, Prowers County, its officers, agents, and employees from and against any and all claims for liability asserted for personal injury, or property damage to any and all persons or entities whatsoever, and arising out of the User’s rental of Prowers County’s property as hereinabove set forth. This indemnification expressly extends to any and all damage awards, and shall further cover all costs of defense, which shall be conducted in Prowers County’s sole discretion, including attorney’s and expert witness fees.
12. The Agreement shall be and become binding upon, and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. Any action necessary to construe, interpret, or enforce the provision of the Agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, with the substantially prevailing party therein being entitled, as a matter of contract law an agreement to recover its costs and expenses therein incurred, including reasonable attorneys’ and expert witness fees.
13. Falsified or misleading information on this form may be cause for cancellation of this Agreement and forfeiture of the Damage/Cleaning Deposit and/or Rental Fees paid and may result in loss of future usage of the Rented Premises.
14. The User shall be required to call for an on-site facility orientation with the Fairgrounds caretaker no later than five (5) working days prior to the event. The User will be familiarized with information pertaining to use of the facility, obtain keys, and will have the opportunity to ask questions of the Fairgrounds caretaker. The Fairgrounds Caretaker can be reached by calling 719-931-0034 and is available to schedule an orientation Monday – Friday 9:00 am to Noon and 1:00pm to 3:00pm. *Regularly scheduled monthly meeting organizers are not required to complete an orientation, however, are expected to cooperate with the expectations for use outlined in this Agreement.* The User understands that Prowers County does not employ 7 day per week, 24 hour per day Fairgrounds Personnel. The Fairgrounds Caretaker hours are scheduled from 8:00 am to 5:00 pm, Monday –Friday. The Fairgrounds Caretaker schedule may change to correlate with an event; however, changes must be pre-approved and are at the discretion of the Prowers County Maintenance Supervisor.
15. Every effort has been made to provide that the Rented Premises is adequately maintained and appropriately prepared for normal use. It is further understood that the building and grounds systems can, and do, fail at times. Failures may include, but are not limited to: electrical outlet power losses and blown breakers due to abnormal use and overloaded circuits, public announcing or loudspeaker malfunctions, lighting failures, water supply problems, and restroom malfunctions, etc. There are no guarantees against such failures either implied or stipulated in this Agreement. Prowers County Personnel will only be made available during off-hours in the

event of an emergency pertaining to life safety or unsanitary conditions. All other unexpected occurrences should be documented and will be addressed on the next regular workday.

16. The User understands that costs incurred by Prowers County due to responding to non-emergency calls for service, facility or grounds clean-up, and sub-contractor repairs for damages to equipment or facilities will be billed to the user at a rate of 2 times the actual costs. It is the User's responsibility to minimize non-emergency calls for service.
17. The User agrees that it is their responsibility to provide, and be responsible for, the equipment or supplies necessary to circumvent potential failures in the buildings, restrooms, or arena including, but not limited to: portable generators, portable toilets, portable amplifier or loudspeaker systems, water, and/or water trucks for wetting a dusty arena floor, toilet paper and hand towel paper supplies, first aid supplies, etc.
18. The User is specifically responsible to ensure adherence to these written and any posted policies and to:
 - a) Provide written documentation specifying any concerns, system failures, or break-downs and deliver that documentation to the Fairgrounds Caretaker. Please do not manipulate circuit breakers.
 - b) Pick-up trash and debris accumulated during the event including parking areas and deposit the trash in the 55-gallon trash drums provided, or if full, into available dumpsters.
 - c) Re-stock indoor and outdoor men's and women's restrooms with toilet paper and paper hand towels as needed throughout the event. The Fairgrounds Caretaker will make these items available to users.
 - d) Pick-up trash in, and around, the indoor and outdoor restrooms, the kitchen, and concession stands and leave fixtures, appliances, and counter surfaces clean. Sweep and mop, or vacuum indoor floor surfaces.
 - e) Make appropriate arrangements for providing the necessary crowd control, public safety, and building security for the event.
 - f) Ensure that scheduled dance events end at 12:00 Midnight; **no exceptions.**
 - g) **Provide event security and present evidence of said security upon request by the Commissioners.**
19. Prowers County assumes no responsibility for lost or stolen items.
20. Alcohol is not allowed on the Fairgrounds at any time. **The county has a zero-tolerance policy regarding alcohol. Any violation of this policy will result in immediate revocation of access to the Fairgrounds, a permanent ban going forward, and County retention of the entire damage deposit. Local law enforcement has been authorized to remove parties in violation of this policy.**
21. **Building or grounds emergency call: 931-0034 or 931-9335. Medical or safety emergency call: 911.**

I have read, understand, and agree to the terms and conditions outlined in this agreement.

Date: _____

Organization: _____

Authorizing Agent Printed name: _____

Authorizing Agent Signature: _____

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: _____

PROWERS COUNTY FAIRGROUNDS

FEE SCHEDULE

Facilities Requested	Not For Profit	Resident or Local For Profit	Non-Resident or Non-Local For Profit	# of days/head of livestock	Total
Arena Rent <i>Daily</i>	\$150	\$300	\$970		
Pavilion Rent <i>Daily</i>	\$150	\$300	\$970		
Home Economics' Bldg. Rent <i>Daily</i>	\$500	\$250	\$500		
Use of Parking Lots Arena Lot /Grounds <i>Daily</i>			\$210		
Overnight Boarding (Arena Pens) <i>Daily</i>	\$5/Head	\$5/Head	\$10/head		
* Pavilion Boarding Rodeo Events <i>Minimum Fee</i> <i>Daily</i>	\$20	\$30	\$40		
R.V. or Camper Parking One Electric Pedestal and One Water Connection per Rented Space only <i>Daily</i>	\$30	\$30	\$30		
Dry Camping and Horse Penning at Designated Southwest Parking Lot ONLY <i>Daily</i>	\$10	\$10	\$20		
Elmer's Garden <i>Daily</i>	\$0.00	\$0.00	\$0.00		
Cleaning/Damage Deposit (Due 10 days prior to event)	\$1000	\$1000	\$1000		

* Rental Fees for the Pavilion for Not for Profit will not be charged since the Event Organizer is responsible for collecting the fee. The fee is still subject to 50/50 split, at the Commissioners' discretion

TOTAL (DUE 10 DAYS PRIOR TO USE)	\$	\$	\$		\$
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1. Fees are based upon a per calendar day rate. Events which extend beyond midnight of the scheduled day may be subject to a fee for an additional day.
2. The Commissioners reserve the right to request verification of not-for-profit status.
3. A commercial event is defined as an activity where fees are charged to entrants and the sponsoring entity retains some or all of the proceeds from the activity or where goods or services are offered for sale or lease to the general public. The Commissioners reserve the right to determine if an event is a commercial activity.
4. Commercial vendors will pay a fee in addition to the fees listed on the attached fee schedule in the amount of 1% of gross sales, based upon the vendor's projections. The amount of the projected sales will be verified by comparison of the projection to Sales Tax as reported to the State.
5. RV or Camper Parking is only allowed for a total of three (3) days per thirty (30)-day time period, unless in conjunction with a Registered Event.
 - a. RV or Camper Parking in conjunction with a Registered Event must follow the policies set forth in 8a. below.
 - b. For RV or Camper Parking NOT in conjunction with a Registered Event:
 - i. Electrical and water hook-up fees are to be paid and collected at the Prowers County Administration Office at 301 S Main Street, Suite 215, Lamar, CO 81052 or by calling (719) 336-8025 during normal business hours OR at the Fairgrounds Drop Box.
 - ii. Each individual RV hook-up is provided for use exclusively by only one reserved RV. There is no sharing of electrical or water hook-ups.
 - iii. No horses or livestock shall be penned near or around RV hook-up areas. Paid RV users must pen horses in covered stalls.
 - iv. No RV, Trailer, Camper or Horse Trailer electrical hook-ups are allowed at any electrical outlet located on the Pavilion Structure.
 - v. The individual or organization on record at the Prowers County Administration Office will be responsible to pay for any damage incurred due to unauthorized electrical or water connections.
6. It is the responsibility of the Event Organizer to make arrangements to meet on-site with the Fairgrounds Caretaker no later than four (4) days prior to the event to receive building keys and facility use instructions.
7. REGISTERED EVENTS ONLY:
 - a. Covered and uncovered stall fees are to be reserved, collected, refunded for cleaning, and accounted for by the Event Organizer with the understanding that if covered stalls are cleaned by the Event Organizer after use, the amount collected is split 50%/50% between the Event Organization and Prowers County.
8. REGISTERED EVENTS ONLY:
 - a. RV Electrical and water hook-up fees are to be reserved, collected, and accounted for by the Event Organizer with the understanding that:
 - i. Each individual RV hook-up is provided for use exclusively by only one reserved RV. There is no sharing of electrical or water hook-ups.
 - ii. No horses or livestock shall be penned near or around RV hook-up areas. Paid RV users must pen horses in covered stalls.
 - iii. No RV, Trailer, Camper or Horse Trailer electrical hook-ups are allowed at any electrical outlet located on the Pavilion Structure. The Event Organization will be responsible to pay for any damage incurred due to unauthorized electrical connections.

PROWERS COUNTY FAIRGROUNDS

REGISTERED RODEO EVENTS

FAIRGROUNDS USE:

The Prowers County Fairgrounds is available for registered rodeo events in-season from April through October. Conditions for use of the facilities for all events including registered rodeo events are specifically detailed in the following information:

1. Prowers County Fairgrounds Facility Rental Reservation Agreement, 3 pages. Revised October 20, 2011.
2. Prowers County Fairgrounds Facility Rental Agreement, 1 page. Revised October 20, 2011.
3. Fairgrounds Fee Schedule, 2 pages. Revised October 18, 2011.
4. All event organizers who may be interested in reserving the Prowers County Fairgrounds for a registered rodeo event are encouraged to read very carefully all of the rental information provided by Prowers County before scheduling any rodeo event.

REGISTERED RODEO EVENTS:

Scheduled registered rodeo events are to be conducted in cooperation with the established fees and agreements for use of the Prowers County Fairgrounds. Event organizers are encouraged to include this information in all event literature distributed to potential rodeo participants in an effort to lessen costly misunderstandings during the event.

Unless otherwise specified, the following are applicable to registered rodeo events:

1. The fairgrounds rodeo arena is watered regularly using a water reel. Use of the water reel by event organizers is prohibited. The rodeo arena may be watered once daily during a registered rodeo event at the event organizers request only if scheduled and coordinated with the Fairgrounds Caretaker.
2. The fairgrounds rodeo arena is worked prior to the rodeo event by the Fairgrounds Caretaker using Prowers County equipment. Working the arena during the event is the responsibility of the event coordinator. The county tractor and attached arena king finisher are available for use by the event coordinator, or specified driver, for the duration of the event. A key to the tractor is provided only after the specified driver has met on-site with the Fairgrounds Caretaker for operating instructions.
3. Concession stand use is by reservation only. Call the Prowers County Extension service (719-336-7734) to reserve.
4. The event organizer is responsible to reserve and collect fees for covered stalls located in the Prowers County Pavilion. The stalls are located in the Prowers County Sale Barn and set-up by Prowers County Staff before the event.
5. The event organizer is responsible for ensuring the following:
 - a. Scheduling with the Fairgrounds Caretaker for setting up horse stalls in the Pavilion.
 - b. Scheduling with the Fairgrounds Caretaker for cleaning the stalls after the event.
6. The event organizer is responsible for reserving and collecting all fees associated with R.V. hook-ups, dry camping, and horse stall fees.

The event organizer is responsible for ensuring the following:

1. **No** horses shall be tied or penned at, or near, any R.V. electrical or water hook-up located at the arena parking area and arena parking area fencing, or at the R.V. hook-ups located north of the Prowers County Pavilion.
2. **No** R.V. campers, horse trailers, or other similar vehicles shall not be allowed to park near, and/or plug any electrical cord into the electrical outlets located in the Prowers County Pavilion.
3. **No** horses shall be tied to, or penned near, any permanent fence or any tree located anywhere on Prowers County Fairgrounds property.

4. **All** dry camping and horse penning shall be located in the southwest dirt parking area only. Under no circumstances shall dry camping and penning be located on roto-mill, asphalt, or grass areas elsewhere on the Prowers County Fairgrounds property. The Event Organizer is responsible for the cost of clean-up if horses are penned or tied in areas outside dry camp areas.
5. **All** R.V. hook-ups (pedestal) provided for use during registered rodeo events are for one (1) R.V. camper only. Under no circumstances shall more than one R.V. camper plug into a reserved pedestal.
6. **All** horses and livestock are prohibited from access to paved pedestrian and driveways, grassy areas, treed areas, and covered buildings with the exception of the Prowers County Pavilion.

USE OF THE PROWERS COUNTY FAIRGROUNDS R.V. ELECTRIC PEDESTALS

In an on-going effort to mitigate potential damage, and to maintain safe, reliable electrical pedestals it is the responsibility of the Event Organizer to remind each camper utilizing the pedestals that:

- Each electrical pedestal is wired for 50 amp., 30 amp., or 20 amp. uses and should not be overloaded with multiple or piggyback cords and appliances.
- Each electrical pedestal is intended to be used by a single user. One camper - one pedestal. Choose one 50, 30, or 20-amp outlet that best meets the required load for each R.V. or Camp Trailer.
- Each electrical pedestal is complete and ready for use. Under no circumstances shall the face plate cover be removed and/or the electrical outlets, wiring, or related pedestal components be manipulated.
- Use only safe and well-maintained electrical cords and plugs designed to carry the specified load. Under no circumstances shall exposed cord wires be direct wired into any electrical pedestal or pedestal outlet.
- Do not secure livestock or pets to the electrical pedestals or water hydrants located in designated R.V. campsites or throughout the fairgrounds.
- The **electrical pedestal located north of the Crow's Nest** is intended for auxiliary use only and **is not available for campers**.
- Report any damaged pedestals to the event coordinator, or fairgrounds staff as soon as the damage is discovered. Damage to pedestals will be charged to the event organizer at a rate double the cost for repair or replacement.
- Under no circumstances shall RV Pedestals be used by vendors.

Campers are encouraged to use the electrical pedestals safely and responsibly. The pedestals are checked daily and potential safety hazards are reported to event coordinators for immediate corrective actions. Recommendations may include re-locating campers who share pedestals, removing and replacing hazardous cords, rescinding use of an electrical pedestal, or requiring compensation for repairing damaged pedestals.

HOME EC. BUILDING CHECKLIST

- Do not tape or hang decorations from the ceiling grid or ceiling tile.
- Do not tape or staple decorations to tables, chairs, walls, windows, or doors
- Please place all chairs and tables back as they were before leaving.
- Cleaning supplies are in the custodial supply closet located in the men's room.
- Clean and put away any items that you used.
- Please clean and dry all counter tops, sinks, and appliances in restrooms.
- Sweep and Vacuum the floors.
- Wipe down all the tables.
- Pickup all trash in restrooms, kitchen, and meeting room and place in the dumpsters located outside the south door of the building.
- Turn the meeting room lights off.
- Please return thermostat settings back to the original temperature.
(68° in the winter or 75° in the summer)
- Close and lock all windows and doors. Place the building keys in the drop box located near the south door.
- Please leave the building in the condition you found it.

Please call (719) 931-0034 to reach the caretaker.

KITCHEN CHECKLIST

- Please plan for enough time to clean-up after use. It is your responsibility to clean the Kitchen after using it.
- Wash all dishes and utensils and place back in the proper location.
- Wipe off all counter tops.
- Clean all of the appliances you use including the stove, microwave, coffee machine, and refrigerator.
- Clean and dry the sinks and faucets.
- Clean up all spills on floors and counter tops.
- Sweep and mop floors.
- Leftover food will be disposed of, be sure to take leftovers with you.