

2016 FAIRGROUNDS FACILITY LICENSE AGREEMENT

LICENSE SUMMARY:

Facility User: *E-Mail*
Phone No:

Address: *Contact Person:*

Date of Agreement:

Beginning Date of Event/Use: **Date of Setup:**
Time of Arrival: **Time of Departure:**
(Full day use begins at 6 a.m. on the Beginning Date and Ends at 6 a.m. on the day following the event.)

Number of Days:
(If the use is for an on-going Activity, provide the number of days in each month and the number of months)

Description of Activity:

Alcoholic Beverages: yes no

Estimated Number of People Attending or Participating in the Activity:

| | <u>Licensed Facility:</u> | <u>Standard Rate—Tier 1</u> | <u>Total</u> |
|--------------------------|--|---|--------------|
| <input type="checkbox"/> | KITCHEN | \$140.00 per day | |
| <input type="checkbox"/> | KITCHEN-4 hrs. or less | \$75.00 | |
| <input type="checkbox"/> | MEETING ROOM | \$75.00 per day | |
| <input type="checkbox"/> | MEETING ROOM-4 hrs. or less | \$50.00 | |
| <input type="checkbox"/> | EXHIBITION HALL | \$475.00 per day (all or part of day 6AM – 6AM)*** | |
| <input type="checkbox"/> | EVENT CENTER (no kitchen; no restroom Oct.-March)*** | \$400.00 per day (all or part of day 6AM – 6AM)*** | |
| <input type="checkbox"/> | EXHIBITION PAVILION | \$125.00 per day (all or part of day) | |
| <input type="checkbox"/> | EACH ARENA (No lights) | \$175.00 per day (all or part of day) | |
| <input type="checkbox"/> | EACH ARENA- Groom/Water (No lights) | \$75.00 per hour + cost of water, if needed | |
| <input type="checkbox"/> | EACH ARENA-Groom only (No lights) | \$25.00 per hour | |
| <input type="checkbox"/> | ARENA LIGHTS (per arena) | \$75.00 for the first hour; \$35 for each add'l. hour | |
| <input type="checkbox"/> | HORSE STALLS | \$15.00 covered; \$10.00 uncovered | |
| <input type="checkbox"/> | GROUND USE (no services) | \$100.00 | |
| <input type="checkbox"/> | PRE-EVENT SET-UP DAY | \$50.00 per each 6 hours | |
| | TOTAL FEES | | |
| | <i>Reservation Fee (50% of Rental fee)</i> | <i>Fee Required for Reservation (This amount is due with signed contract)</i> | |
| <input type="checkbox"/> | | | |
| <input type="checkbox"/> | <i>Cleaning Deposit</i> | <i>\$100.00 per event</i> | |
| <input type="checkbox"/> | <i>Security Deposit</i> | <i>\$250.00 per event</i> | |
| | TOTAL DEPOSITS | <i>Due with final fee 30 days prior to event</i> | |
| | TOTAL FEES & DEPOSITS | | |
| | AMOUNT PAID | | |
| | BALANCE DUE | <i>Must be paid at least 30 days prior to event</i> | |
| | FINAL PAYMENT | | |

Additional Information:

*****Special Rates apply for multiple events held in a single calendar year—may require additional security deposit (an additional \$25 is added to the below rates for a User outside of Chaffee County):**

Tier 2: 2-3 events per year where liquor is sold - \$300/day or part of day

Tier 3: 4-5 events per year where liquor is sold - \$200/day or part of day

Tier 4: 6+ events per year where liquor is sold - \$100/day or part of day

Any deviation from the above rates (Tiers 1-4) requires written approval by the County Commissioners.

AGREEMENT

This Fairgrounds Facility License Agreement (the "Agreement") is between the Chaffee County Board of Commissioners ("County") and the above-described Facility User.

Recitals

- A. County is a legal and political subdivision of the State of Colorado and is permitted to conduct certain activities at the Chaffee County Fairgrounds; and
- B. Facility User desires to use the above-described Licensed Facility on the indicated date.

Terms and Conditions

- 1. **Permitted Use and Term:**
 - a. Subject to the Fairgrounds Minimum Operating Standards, the Licensed Facility shall be available to Facility User beginning at 6 a.m. on the Beginning Date of the Event/Use. Unless multiple days are desired, the use of the facility shall end at 6 a.m. on the following day. If multiple days are desired, the use of the facility shall end at 6 a.m. following the last day of the event. If Facility User fails to fully vacate the premises by 6 a.m. as described above (including failure to clean the facility as provided below), Facility User may be liable for an additional fee amount for each additional day.
 - b. The license includes reasonable heat and electricity, where such services are available. Any additional or special requirements, including without limitation, special lighting requirements, heat lamps, and space heaters, may be used only with the written permission of the Fairgrounds Manager and may result in additional charges.
 - c. Facility User may, at Facility User's expense, install displays, exhibits, and decorations. All decorations must be non-flammable and be approved by the appropriate fire inspector. Facility User may not move or change any facility fixtures and may not nail, tack or glue any materials to the walls or ceilings of the facility.
- 2. **Parking:** Facility User acknowledges that parking at the fairgrounds is shared with other licensees and no exclusive parking rights are granted.
- 3. **Compensation for Use of Facility:** Facility User shall pay a daily rate in accordance with the fee schedule in effect at the time this Agreement is signed. **Any balance must be paid to the Chaffee County Administration Office not later than thirty (30) days prior to the date of the use of the Facility.**
- 4. **Compliance with Governmental Regulations, Sales Taxes, Vendors and Concessionaires.** Facility User is responsible for all applicable taxes and shall timely pay all taxes levied or imposed as a result of its use of the Facility. Without limiting the

foregoing, Facility User shall and shall cause any vendors and concessionaires involved in the Facility User's use of the Facility to timely complete appropriate sales tax forms and any appropriate forms (such as a Sales Tax Special Event Application) requested by the Fairgrounds Manager to be completed. Facility User shall obtain all authorizations and permits necessary or required by law in connection with the use of the Facility (by the Facility User or by its agents, contractors, vendors or concessionaires. Facility User shall, and shall require its agents, contractors, vendors and concessionaires to materially comply with all relevant laws, regulations and ordinances in its use of the Facility, including without limitation state and local health department regulations.

5. Cleaning of Facility and Damage to the Facility: Facility User shall leave the Facility and the Fairgrounds in as good a condition at the end of Facility User's use as it was at the beginning of such use, normal wear and tear excepted. Facility User shall pay cleaning fees as set forth on the Facility Rental Rate Schedule, which is made a part of this Agreement and incorporated herein. Facility User shall also be responsible for the costs of any repair to the Facility or the Fairgrounds resulting from their use by Facility User. The cost of repairing any damage or any cleaning costs may be deducted from the security deposit. **Facility User is responsible for set-up and tearing down for the event.**
6. Indemnity: Facility User shall indemnify, defend and hold County harmless from any and all claims, injuries and damages arising from the use of the Facility and the Fairground by Facility User pursuant to this Agreement except from claims, injuries and damages arising from the negligence, reckless or intentional acts of County, its employees, officials and agents.
7. Waiver. Facility User hereby waives all right to any claim for compensation for any loss of damages sustained by reason of any defect, deficiency, failure or impairment of the water supply, drainage, electrical or refrigeration system provided by County. County shall not be liable for any claim if the Licensed Facility, the Fairgrounds, or any part of it, is damaged by fire or other casualty, or for any other act, including strikes, utility failure or act of God, which prevents the holding of the event/use.
8. Reservation and Control of Premises: County reserves the right to control the Licensed Facility and the Fairgrounds, to enforce all of its rules or regulations regarding such premises, and to inspect the premises during the scheduled event, without interfering with Facility User, its employees, guests, patrons and invitees. County shall have the right, but not the duty, to eject any person from the premises for violation of any law, rule or regulations without liability. No leasehold or other property interest in the premises is hereby granted, conveyed, or otherwise provided to the Facility User.
9. Cancellation by Facility User: This Agreement may be cancelled by Facility User at any time prior to the date of the scheduled event by giving written notice as specified herein to County. If cancellation occurs at least ninety (90) days prior to the event, 100% of Facility User's security deposit and cleaning fee shall be refunded in addition to all other fees paid in advance. If cancellation occurs eighty-nine to sixty-one (89-61) days prior to the event, 100% of the security deposit and cleaning fee will be refunded to Facility User, and Facility User will receive one-half of the fees paid in advance. If cancellation occurs less than sixty-one (61) days prior to the event, 100% of the security deposit and cleaning fee will be returned to Facility User, and Facility User will receive no refund of fees paid in advance. All cancellations are deemed effective upon written receipt by County.
10. Cancellation by County: County may cancel or rescind this Agreement at least sixty-one days prior to the event, with or without cause, by giving written notice as specified herein to Facility User. In the event of circumstances beyond County's control, including without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, flood, earthquakes or other acts of nature, County may cancel or rescind this Agreement less than thirty days prior to the event, by giving written notice as specified herein to Facility User. If the Agreement is cancelled or rescinded by County, Facility User's recovery shall be limited to a refund of any monies paid by Facility User under this Agreement.
11. Insurance: Facility User shall deliver to the Fairgrounds Manager, at least ten days prior to the date of the use, a certificate of insurance naming County as additional insured establishing that Facility User has the following minimum insurance coverage:

General liability insurance: \$150,000 per person/\$600,000 aggregate (combined single limit per occurrence for bodily injury, personal injury and property damage).

If Facility User fails to furnish, deliver and/or maintain such insurance, County may suspend, rescind or terminate the Agreement. Such failure, however, shall not relieve Facility User from any liability under this Agreement, nor shall insurance requirements be construed to conflict with the indemnification obligations of Facility User. The requirements under this provision shall not apply to stall use only.

- 12. **Alcoholic Beverages:** Facility User shall not permit alcoholic beverages to be brought or consumed on the Fairgrounds or the Facility while it is being used by Facility User. Facility User acknowledges that it may not share in the proceeds from any sale of alcoholic beverages. Failure to comply with this provision and/or the presence of alcoholic beverages not provided by the approved alcohol concessionaire shall automatically forfeit the security deposit. Facility User acknowledges County is not liable for any loss in connection with the consumption of alcohol during the event and that County recommends the Facility User obtain liquor liability insurance coverage. If the County is serving as the alcohol concessionaire, the Facility User must obtain liquor liability insurance coverage, with such vendor and in such amounts satisfactory to the County, which names the County and its employees as additional insureds.
- 13. Security: County shall not be required to provide security for Facility User's use of the Facility as a part of this Agreement. County may require Facility User to furnish, at Facility User's expense, policy or security officers as deemed necessary by County.
- 14. Nondiscrimination: Facility User shall not discriminate against any person on the grounds of race, creed, color, national origin, sex, handicap or disability in connection with any activity conducted by Facility User in the Facility or on the Fairgrounds pursuant to this Agreement.
- 15. Venue and Choice of Laws: This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be in the Chaffee County District Court.
- 16. Assignment: This Agreement shall not be assigned by Facility User without the written approval of the County.
- 17. Entire Agreement: This Agreement shall be binding on and inure to the benefit of the parties hereto, their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party. This Agreement constitutes the entire agreement between the parties concerning the use of the Facility by Facility User and may not be amended except by a written document executed by all parties hereto.

THE ABOVE TERMS AND STANDARD FEE STRUCTURE HAVE BEEN APPROVED BY THE BOARD OF COMMISSIONERS OF CHAFFEE COUNTY. ANY DEVIATION TO THE STANDARD FEE REQUIRES THE APPROVAL AND WRITTEN SIGNATURE OF THE COMMISSIONERS.

BY SIGNING THIS AGREEMENT, FACILITY USER AGREES TO ITS TERMS AND FEES AND ACKNOWLEDGES RECEIPT OF THE FAIRGROUNDS MINIMUM OPERATING STANDARDS.

FACILITY USER

CHAFFEE COUNTY

By: _____
Title: _____

By: _____
Title: _____