



Elbert County Fairgrounds

Rental Agreement

This Rental Agreement is entered into on this ____ day of _____, 20__ by _____, hereinafter referred to as EVENT HOLDER, and Elbert County, Colorado, hereinafter referred to as COUNTY.

Event Information:

Name of Event	
Name of Organization or Individual	
Organization Mailing Address	
Primary Contact Name and Phone Number	
Primary Contact Email Address	
Date and times of actual event	
Date and times of setup	
Date and times of cleanup	
Insurance required as per Schedule of Hazard/Risk Classification Must name Elbert County as additional insured	
Amount of damage deposit required	
Other requirements	
Equipment needed (i.e. - tables, chairs, bleachers, etc.)	
Special Concerns/Needs	

Facilities to be rented:

Facility Name	Fee Amount	Date Due	Date Paid	Check #
TOTAL AMOUNT DUE FOR FACILITIES				
25% RENTAL DEPOSIT Confirms facility reservation Reservation is tentative until deposit received.				
DAMAGE DEPOSIT Due at least two weeks prior to event. Check will be voided or returned to renter if all facilities are left in a clean state and there are no damages.				
BALANCE DUE FOR RENTAL OF FACILITIES Due no later than one day prior to event.				
SURCHARGES Due two weeks after event.				

**ALL APPLICABLE SURCHARGES SHALL BE PAID TO THE COUNTY
WITHIN 14 DAYS FOLLOWING THE EVENT.**

PLEASE MAKE ALL CHECKS PAYABLE TO: ELBERT COUNTY TREASURER

Indemnification:

The Event Holder agrees to save and hold harmless Elbert County from all claims, losses, damages, liabilities, expenses and reasonable attorney’s fees of any kind, resulting from any phase of the conduct of an Event on the Elbert County Fairgrounds. Elbert County shall not be liable for the loss or damage of any of the Event Holder’s property or any incidental, consequential, or indirect damages to Event Holder’s business or function.

Policies and Procedures:

In signing this Rental Agreement, Event Holder signifies and acknowledges that he/she has been provided a copy of the Policies and Procedures governing the use of the Elbert County Fairgrounds and has had an opportunity to review those policies and procedures. Event Holder agrees to all terms contained in the Policies and Procedures including cleaning specifications for the facilities used.

Event Holder

ELBERT COUNTY FAIRGROUNDS

Signature of Authorized Representative
Print Name: _____
Address: _____

Phone: _____
Email: _____

Bobby Chevarria, Facilities Manager
PO Box 7, 215 Comanche Street
Kiowa, CO 80117
303-621-3152
fairgrounds@elbertcounty-co.gov



**ELBERT COUNTY, COLORADO
RELEASE AND WAIVER OF LIABILITY
AND ASSUMPTION OF RISK AGREEMENT**



1. The undersigned is authorized to make this application on behalf of the party, group or organization he/she represents.
2. That upon entering any Elbert County Fairground's area, the undersigned will continuously thereafter inspect such facilities and all portions thereof, and his/her continued use thereof shall constitute an acknowledgment that he/she has inspected such facility and finds and accepts the same as being safe and reasonably suited for the purposes of the use; and further agrees and warrants that if at any time the facility is deemed to be unsafe, fairground officials will be notified, and the use of the facility will be terminated.
3. The undersigned hereby releases, waives and discharges by this covenant not to sue the Elbert County Fairgrounds, it's officers, officials, employees and representatives on account of injury to the person or property which the applicant alleges to represent caused by the negligence of the Fairgrounds while the undersigned and the persons he represents are utilizing the facility for any purpose.
4. The undersigned agrees to indemnify and hold harmless the Fairgrounds from any liability, damage or cost which may have incurred due to the presence of the undersigned or the persons he represents upon the facility, whether caused by the negligence of the Fairgrounds or otherwise.
5. The undersigned hereby assumes full responsibility for the risk of bodily injury, death, or property damage due to the negligence of the Fairgrounds or otherwise while in or upon the facility and/or while competing, officiating, observing or working for, or for any purpose participating in the event which is the subject of the application.
6. The undersigned expressly acknowledges and agrees that the activities at the facility may be dangerous and involve risk or serious injury and/or death and/or property damage.
7. In the event intoxicating beverages are served or supplied by whatever means on the fairgrounds by the permit holder, the lessee specifically acknowledges that the terms of this release will apply thereto in every respect. The permit holder/applicant has acknowledged and has agreed that it will bear complete responsibility, in accordance with the terms of this release, for such injuries or damages to persons or property which may result and will indemnify the fairgrounds for any and all liability incurred by it as a result of the service or supplication of intoxicating beverages on the fairgrounds by the permit holder/applicant.
8. The undersigned expressly agrees that the foregoing release and indemnifying agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado and further that if any part thereof is held invalid, the remainder of this agreement shall continue in legal force and effect.

The undersigned has read and voluntarily signs this release and waiver of liability and indemnity agreement on behalf of himself and the organization and persons utilizing the permit, and further agrees that no oral representations, statement or inducement have been made.

Event: _____ Event Date(s): _____

Name of participant group or individual: _____

Address: _____

Phone: _____

Signature of responsible party _____ Date: _____

