



ELBERT COUNTY FAIRGROUNDS FACILITY RENTAL AGREEMENT

This Rental Agreement (hereinafter referred to as "Agreement") is made and entered into on this _____ day of _____, 20____ by and between _____, 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	
Primary Contact Email Address	
Date and times of actual event	
Date and times of setup	
Date and times of cleanup	
Certificate of Liability Insurance Required Elbert County is listed as Additional Insured in regard to General Liability.	
Amount of damage deposit required	
Event Status	PRIVATE <input type="checkbox"/> OPEN TO THE PUBLIC <input type="checkbox"/>
Equipment needed	AUDIO <input type="checkbox"/> VIDEO (Screen/ Projector) <input type="checkbox"/> MIC. <input type="checkbox"/> FLAGS <input type="checkbox"/> TABLES <input type="checkbox"/> CHAIRS <input type="checkbox"/> BLEACHERS <input type="checkbox"/> DIVIDERS <input type="checkbox"/> STAGE <input type="checkbox"/>
Special Concerns/Needs	

FACILITIES TO BE RENTED:

Facility Name	Fee Amount	Date Due	Date Paid	Check #
TOTAL AMOUNT DUE FOR FACILITIES				
25% RENTAL DEPOSIT Reservation is tentative until deposit is received.				
DAMAGE DEPOSIT Due 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 two weeks prior to event.				
SURCHARGES Due within 10 days after event.				

PLEASE MAKE CHECKS PAYABLE TO: ELBERT COUNTY

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

Signature of Authorized Representative
Print Name: _____
Address: _____

Phone: _____

ELBERT COUNTY FAIRGROUNDS

Signature of Facilities Manager
Bobby Chevarria, Facilities Manager
PO Box 7, 215 Comanche Street
Kiowa, CO 80117

fairgrounds@elbertcounty-co.gov

3:3 Rental Rates

Facility	Standard User Rate	Non-Profit Rate	Security Deposit (all users)
Exhibit Building	\$305/day	\$215/day	\$575
Agriculture Building	\$250/day	\$160/day	\$345
Conference Meeting Room	\$30/day	\$20/day	\$60
Main Arena	\$390/day	\$265/day	\$575
Warm Up Arena	\$115/day	\$75/day	\$230
Entire Fairgrounds	\$900/day	\$650/day	\$920
Open Pavilion	\$60/day	\$45/day	\$60
Beef Barn Pavilion	\$85/day	\$55/day	\$115
Parking Lot	\$125/day	\$85/day	\$115
Horse Stalls	\$15/Stall/Day	\$15/Stall/Day	N/A
Horse Pavilion	\$60 / Day	\$50 / Day	\$60

3:4 RV Campground Rates for All Users

RV Camping with Hookups	\$30.00 / day
RV or Tent Dry Camping	\$20.00 / day
Sewage Dump for RV's	\$25.00 / use

3:5 Surcharge Rates for All Users

Labor Costs (Set up, tear down, clean up)	\$50.00 / hour
Water Truck with Operator	\$60.00 / hour
Arena Grooming with Operator	\$60.00 / hour
Skid Steer with Operator	\$60.00 / hour
Disposal of manure only – DOES NOT INCLUDE CLEAN UP	\$100 / tandem truck load
Vendor Booth Utility Surcharge	\$30 per vendor / per day
Set up / Tear Down	Half the cost of rental / per day

Phone:



**ELBERT COUNTY
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. Elbert County requires every user of county facilities maintain liability insurance coverage of \$1 million for claims made against them by third parties alleging bodily injury, personal injury or property damage caused by the user's negligence. The county must be named "additional insured" on your liability policy with respect to use of county facilities for an event.
3. Vendors are required to provide commercial vendor liability insurance. Certificates of Insurance must be received by the county within 14 days prior to the event. Proof of "host" or "liquor legal" liability insurance is required whenever the event includes the serving of any alcoholic beverages.
4. The Event Host agrees and understand that acceptance by the county of a certificate of insurance from the Event Host shall not in any way relieve or decrease the liability of the Event Host. Event Host understands the county does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interests or liabilities of the Event Host.
5. Failure to follow the Fairgrounds policies and procedures may result in the immediate termination of the use and denial of future use.
6. 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.
7. The undersigned hereby releases, waives, and discharges by this covenant not to sue the Elbert County Fairgrounds, its 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.
8. 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.
9. 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.
10. 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.
11. In the event alcohol 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 alcohol beverages on the fairgrounds by the permit holder/applicant.

12. 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.

13. Elbert County Fairgrounds adheres to the Colorado State Park guidelines prohibiting the use of marijuana in parks and public areas.

The Event Holder shall indemnify, hold harmless and defend the county, its agents, and employees from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or relating to the granting of this use agreement and use of space granted.

I have read, understand, and accept all responsibility for the county terms and condition of the use agreement of the county facility. I also understand the total use fees and deposits must be paid on approval of the application/reservation.

By signing the Acknowledgement and Indemnification Statement, I agree to abide by all rules and regulations pertaining to the use of the county facilities. I further agree and understand that the county is not responsible for my actions, and I release and absolve the county from any liability associated with this event.

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): _____

Description: _____

Name of participant group or individual: _____

Address: _____

Phone: _____

Responsible party printed name: _____

Signature of responsible party _____ Date: _____

6:3 General Liability & Host and/or Liquor Liability Requirements

HAZARD SCHEDULE	INSURANCE LIMIT	
	Single Limits	Aggregate
Schedule 1	\$1,000,000	\$1,000,000
Schedule 2	\$2,000,000	\$2,000,000
Schedule 3 (special risks)	\$2,000,000 or more as determined by the County Manager based on the risks associated with the event.	
Host Liquor (attendance 1-500)	\$1,000,000	\$1,000,000
Host Liquor (attendance 500+)	\$2,000,000	\$2,000,000
Liquor Liability (attendance 1-500)	\$1,000,000	\$1,000,000
Liquor Liability (attendance 500+)	\$2,000,000	\$2,000,000

6:4 Schedule of Hazard/Risk Classifications

Includes the following, but NOT limited to:

1. Hazard Schedule 1 – Low/Minimum Hazard Risk: (Not likely to result in harm)

Antique Shows	Farmers Markets	Prom
Auctions	Flower/Garden Shows	Receptions
Auto Shows or Sales	Graduations	Religious Assemblies
Banquets	Instructional Classes	Reunions
Bingo Games	Job Fairs	Rummage Sales
Boat Shows	Lectures	Flea Markets
Charity Benefits	Luncheons	RV Shows
Conventions	Livestock Shows	Seminars
Craft Shows/Fairs	Meetings	Social Gatherings
Dance Shows	Pageants	School Bands
Exhibitions	Parties & Dances	Scouting Events
Expositions not involving animals	Political Rallies	Trade Shows
		Walk-A-Thons (Similar Events)

2. Hazard Schedule 2 – Minimum/Moderate Hazard Risks: (Not extreme; within due or reasonable limits)

Air pistol/rifle shooting	
Animal Shows	Gymkhanas
Animal Training	Races involving animals
Archery 4H	Vehicular Races Events
Bicycle Rallies	(Similar Events)
Carnivals (no rides)	
Concerts	

3. Hazard Schedule 3 – Special Risks

Balloon Rides	Pyrotechnics
Circuses	Rodeos
Carnival Rides	(Similar Events)
Motocross	(Activities not listed in 1 or 2)



ELBERT COUNTY PUBLIC HEALTH EVENT QUESTIONNAIRE

Please check the appropriate box for your event:

- Private function (invite only) Public event (tickets sold)

Will there be food served at this event?

- YES NO

If yes, please complete the following section:

Food will be catered*

❖ Catering company name, email and phone number: _____

Food will be provided by a food vendor* (food truck, food cart, etc.)

❖ Food vendor name, email and phone number: _____

Food will be prepared in the Fairgrounds Kitchen

**** Additional paperwork may be required from Catering/Food Vendors**

ELBERT COUNTY PUBLIC HEALTH
AND ENVIRONMENTAL SERVICES
75 Ute Avenue / PO Box 201 Kiowa, CO 80117
P: (303) 621- 3144 / F: (303) 621-0122



Elbert County Fairgrounds Special Event Liquor Request Form

Brief Description of Event	
Name of the Event	
Name of Organization or Individual	
Mailing Address	
Name of Lead Contact	
Phone Number of Lead Contact	
Email Address of Lead Contact	
Rental Date(s)	
Signature of Responsible Party	

Information Regarding Alcohol Request:

Alcohol will be: **Sold** _____ **Complimentary** _____

How will age identification be controlled? _____

Who will be serving/monitoring alcoholic beverages consumed? _____

Elbert County gives Event Holder permission to sell / serve alcohol at the Elbert County Fairgrounds.

Application has been approved by: _____

Signature of Facilities Manager: _____ **Date** _____

Event Holder will need to provide this approved liquor request form to the Town of Kiowa to apply for a Special Event Permit. A copy of the Special Event Permit and Certificate of Insurance must be provided to Elbert County prior to your Event.

SPECIAL EVENT LIQUOR PERMIT – TOWN OF KIOWA

Please submit the following:

1. Wherever the event will be held, you will need a **PERMISSION REQUEST** form signed by an official or owner of property.
2. You will need to present a **letter of request** to the Board stating date, time, about the event and how the laws will be enforced by contacting the local sheriff's department about the event.
3. Online print out a **DR8439** through the Colorado Department of Revenue website – fill out and go through the check list.
4. **Diagram** of the area to be licensed outlined in bold.
5. Print out a **Certificate of Fact of Good Standing** through the Secretary of State on your Nonprofit Corporation/Organization.
6. Submit 30 days prior to the event to:

The Town of Kiowa
404 Comanche St.
Kiowa, CO 80117

The Special Event Liquor Permit fee is **\$100.00** made payable to **The Town of Kiowa** and needs to be paid at the time the application is submitted.

* Figure out your timeline as the Board of Trustees only meets on the 2nd Tuesday of each month to approve the permit.

Once application is submitted, and fee is paid you will pick up a **NOTICE** that will need posted at event site 10 days prior to the Board of Trustees meeting.

The evening of the Public Hearing (Board of Trustees Meeting) if approved you will receive your signed License. If your request is denied you will not be able to have liquor at your even.

Please call with any questions – 303-621-2366



June 5, 2019

TOWN OF KIOWA
P.O. Box 237
Kiowa, Colorado 80117
ATTN: GABRIELE CHEATHAM

Example

RE:

Special Event Liquor Licensing Requests

Dear Mayor Cheatham :

Please accept this letter on the behalf of the Town Board of Kiowa for a Liquor Licensing request.

~~2019 Special-Event-Date-Requested:~~

We are requesting Licensing for these local events and we will do our very best to ensure that all rules & laws are adhered to. All servers will be TIPS Certified.

We ask our volunteers to follow the law at all times for our events and that they understand that all adult actions have consequences and those actions could reflect or come back on the committee as a whole. We encourage Sheriff Norton as the local law enforcement to issue Citations to any person who does not comply with the law - liquor or otherwise that are posted.

We ask the Town Board and Sheriff Norton to please understand that we as a group, are Volunteers, and we will do our best to ensure that all volunteers comply with the rules and laws during the time they are volunteering. We as a committee also believe that once they have been released from the Rodeo volunteer duties then all actions are a personal action not a committee action.

If you have any questions or further direction you wish for us to take please call or email at your earliest convenience.

Respectfully,

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|------------------------------------|---|---|
| <input type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate	State Sales Tax Number (Required)
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2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)	3. Address of Place to Have Special Event (include street, city/town and ZIP)
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4. Authorized Representative of Qualifying Organization or Political Candidate	Date of Birth	Phone Number
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Authorized Representative's Mailing Address (if different than address provided in Question 2.)

5. Event Manager	Date of Birth	Phone Number
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Event Manager Home Address (Street, City, State, ZIP)	Email Address of Event Manager
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6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date			Date			Date			Date			Date		
Hours	From	.m.	Hours	From	.m.	Hours	From	.m.	Hours	From	.m.	Hours	From	.m.
To .m.			To .m.			To .m.			To .m.			To .m.		

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature	Title	Date
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Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
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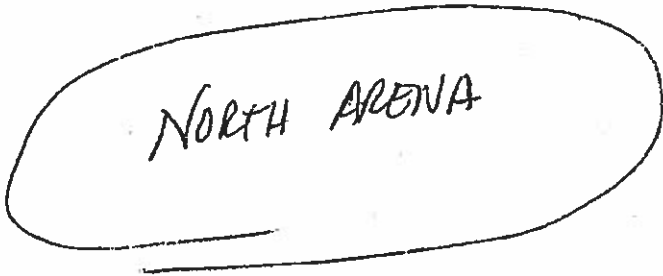
Signature	Title	Date
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DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

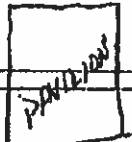
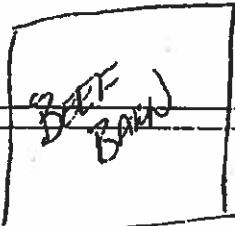
Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$.

N ELBERT COUNTY FAIR GROUNDS

* Liquor Sales
License Entire Fairgrounds



Parking



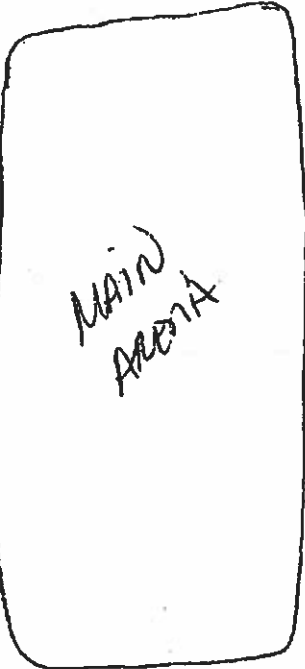
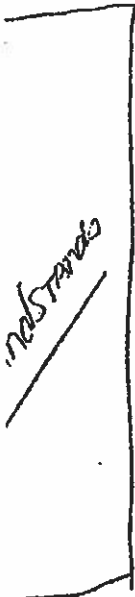
ENTER

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EXIT

CONTESTANT PARKING



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