



LAS ANIMAS COUNTY FAIRGROUNDS

POLICIES & PROCEDURES & FACILITIES RENTAL INFORMATION

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LAS ANIMAS COUNTY FAIRGROUNDS
POLICIES & PROCEDURES - FACILITY RENTAL INFORMATION
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LAS ANIMAS COUNTY FAIRGROUNDS POLICY AND PROCEDURES

2000 NORTH LINDEN AVENUE, TRINIDAD, COLORADO, 81082

INTRODUCTION:

Welcome to the Las Animas County Fairgrounds.

These policies govern the use of recreational facilities at the Las Animas County Fairgrounds which includes an indoor Expo Center, outdoor rodeo arena, open air pavilion, exhibit hall, conference rooms, park/picnic/barbecue area and horse barns. The Fairgrounds hosts various types of commercial/non-commercial business, youth and private events.

Las Animas County reserves the right to waive requirements and conditions as set forth in these policies when it is determined by the Board of County Commissioners that an event or gathering is considered to be a public event in the general interest of the citizens of Las Animas County.

SECTION I - GENERAL USE POLICIES

Las Animas County retains control and management of the Las Animas County Fairgrounds. At any and all times, Las Animas County has the right to enforce all rules and regulations described herein and shall have the right to remove and eject all persons who fail or refuse to comply with Fairgrounds rules and regulations.

1. COUNTY ACCESS DURING EVENTS

The Las Animas County Fairgrounds Coordinator and staff responsible for management and maintenance of fairgrounds facilities shall have the right to access all fairgrounds facilities at any time during any event.

2. ACCIDENT MANAGEMENT

In the case of any accident or emergency, the facility lessee/event sponsor agrees to cooperate with the Las Animas County Fairgrounds Coordinator and staff. All accidents, occurrences and incidents must be reported to the Fairgrounds Coordinator as soon as possible but no later than the next business day. Reports must include:

- A. Name, address and telephone number of the injured person(s)
- B. Name, address and telephone number of witnesses, if any
- C. Description of accident to include the extent of bodily injury and/or property damage

Las Animas County has the right to require the presence of medical personnel on site during an event should it be determined necessary based on event activities.

3. LAS ANIMAS COUNTY YOUTH GROUPS & NON-PROFIT ORGANIZATIONS

Consideration shall be given to those youth groups and non-profit organizations based within Las Animas County regarding the scheduling of events and general use of the Fairgrounds facilities.

4. ADVERTISING/DECORATING

Event holders shall not hang signs, bunting or other advertising materials anywhere on the premises without prior approval of the Fairgrounds Coordinator. The County recognizes the need for event holders to display sponsor advertising materials and locations will be determined on an event-by-event basis. Nails or other objects will not be placed in the wall of any facility. Masking tape may be used on the walls provided it and any attendant residues be removed immediately after the scheduled event. All decorating plans must be submitted and approved by the Fairgrounds Coordinator. The facility lessee/event sponsor must remove all decorating materials immediately upon conclusion of the event.

5. ALCOHOLIC BEVERAGES

Alcohol is strictly prohibited at the Las Animas County Fairgrounds unless the following criteria are met:

- A. Facility lessee/event sponsor has completed a Facility Rental Agreement which identifies that alcohol consumption is to be included in the event.
- B. Facility lessee/event sponsor must obtain a "Special Event Permit" delineating areas where alcohol consumption will be confined. No alcoholic beverages of any kind are to be sold on the premises unless a special event permit is obtained from Las Animas County and the State of Colorado.
- C. Facility lessee/event sponsor must provide a certificate of insurance including liquor liability as described in the insurance section herein.
- D. Facility lessee/event sponsor must provide licensed and bonded security personnel and a parking control plan acceptable to the County.

Should any lessee/event sponsor fail to disclose that it plans to sell, serve or otherwise make available alcoholic beverages, the sponsor, participants, spectators and/or any other persons involved with the event are subject to removal, citation and/or arrest at the discretion of the Las Animas County Sheriff's Office. Insurance requirements/coverage for sanctioned events including alcohol consumption is detailed in Section IV of this policy.

6. ANIMALS

Facility lessee/event sponsors utilizing Las Animas County facilities for any activity in which animals are used or exhibited, shall comply with all applicable government agency statutes, laws, ordinances, rules, regulations and/or orders applicable to the humane care and treatment of animals. Facility lessee/event sponsor assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations and/or orders as they relate to the needs and rights of those animals which in under the facility lessee/event sponsor's care and control.

All animals must be penned, stalled, confined, and under the direct control of owner or handler at all times. Persons maintaining animals on the premises must use every care to assure safety of visitors and other facility patrons or personnel. Violation of this policy will result in removal of animals from Fairgrounds facilities and/or a report being made to the Las Animas County Sheriff's Office.

Boarding of non-equine farm animals at Fairgrounds is prohibited EXCEPT during the Las Animas County Fair and County-sanctioned events.

7. ARENA GROOMING

Arenas will only be groomed by Las Animas County personnel in preparation for approved scheduled event(s). The need for additional grooming shall be arranged with the Fairgrounds Coordinator prior to event, and will be subject to additional fees. Routine grooming and watering of the arenas, Expo Center and track shall be at the discretion of the Fairgrounds Coordinator.

8. CAMPING / RV USE

Camping on Fairgrounds property is not permitted unless necessary as part of a scheduled event. Campers and RV's shall be confined to an area designated by the Fairgrounds Coordinator. The Fairgrounds Coordinator will work with the facility lessee/event sponsor to determine the location, additional fees and number of spaces to be allocated. The Fairgrounds has limited electrical hookups and a sanitary sewer dump IS NOT available. An overnight fee shall be charged when electrical hookups are used.

9. DELIVERIES

Deliveries will not be accepted by any Las Animas County employee for any event or facility lessee/ event sponsor.

10. EQUINE BOARDING (MONTHLY)

There are approximately ten (10) horse stalls available for monthly boarding of equine. There is a monthly charge and security deposit payable to the county for boarding; said fees are established in Appendix A to this policy. At all times, equine owners utilizing stalls for monthly boarding shall adhere to the following standards:

- No more than one horse shall be kept in each stall/pen.
- No stallion(s) can be boarded or stalled at the Fairgrounds.
- Every owner of a horse boarded at the Fairgrounds shall be responsible for the humane treatment of their horse(s), including watering, feeding and daily clean-up. Failure by horse owner to provide proper care for their horse(s) shall be cause for the removal of horse(s) from the Fairgrounds.
- No unattended horses in the arenas.
- No permanent boarding of horses in pens around the arena. These pens will be used for regular daily turn-out for boarding horses.
- All horses boarded at the Fairgrounds shall be halter broke and manageable. (Exceptions will be made in emergency situations by order of the Las Animas County Sheriff.)
- Priority shall be given to the Las Animas County Fair, Trinidad Roundup Rodeo, 4-H events, non-profit organizations, and any event that encourages the youth of the local community to learn and participate in equine activities.
- Absolutely no breeding of horses allowed on the Fairgrounds property.
- It is the responsibility of the lessee to clean all areas leased.
- The Las Animas County Sheriff or local brand inspector will be contacted if inhumane treatment to animal(s) is suspected.
- Absolutely no horses allowed in the picnic/park area.

Failure to adhere to any standards above shall be cause for termination of an executed boarding agreement, prompt removal of any and all boarded horses and forfeiture of security deposit.

General liability insurance will be required for all horses boarded monthly in thresholds established in the equine rental agreement – Appendix D. Equine owners are required to submit proof of animal health by providing appropriate recent health inspection certificates.

11. EQUINE BOARDING (NIGHTLY DURING SANCTIONED EVENT)

Horse stalls will be made available to equine owners in attendance of a County-sanctioned event. Stalls will be issued by the Fairgrounds Coordinator on a first-come/first-serve basis. Charges for nightly boarding of equine shall comply with the established fee schedule and will not require a security deposit - see Appendix A. Stalls will be made available, at the discretion of the Fairgrounds Coordinator, Board of County Commissioners and/or County Sheriff, in the event of an emergency.

12. EVENT MARKETING

The Las Animas County Fairgrounds Coordinator and/or Las Animas County staff are not responsible for any event promotion. The Fairgrounds telephone number or any Las Animas County government phone number cannot be published or placed on any promotional material for any event or otherwise published in connection with an event. The Las Animas County logo may not be used on any promotional material without the expressed written consent of Las Animas County.

13. EVENT SCHEDULING

All scheduling of the Fairgrounds facilities shall be arranged through the Las Animas County Fairgrounds Coordinator. The Fairgrounds Coordinator can be contacted by cell phone at (719) 859-3160 or by calling the Board of County Commissioners office at (719) 845-2568.

The Fairgrounds calendar is set up by month. Renewals for reservations for historical use and availability must be reserved within ninety (90) calendar days after the event. No event shall interfere with the Las Animas County Fair and Trinidad Round-Up Rodeo during their scheduled annual events typically held the week preceding and through Labor Day. Facility lessee/event sponsor's requesting to schedule an alternate event during the time the Las Animas County Fair and/or Trinidad Round-Up Rodeo are holding their respective historical activities, shall be permitted to do so only if it can be demonstrated and determined, by the Fairgrounds Coordinator and/or Board of County Commissioners, that the proposed event will not interfere with the County Fair and/or historical annual rodeo events.

14. EVENT STAFFING

Facility lessee/event sponsors are fully responsible for providing all security, ushers, announcers, ticket handlers, clean-up crew and all other persons necessary to conduct the activities described in the rental agreement.

15. FIRE SAFETY STANDARDS

All fire regulations in the uniform fire code, as amended, and approved by the local jurisdiction, shall be strictly observed by the facility lessee/event sponsor. Facility lessee/event sponsors should contact the Fishers Peak Fire Department regarding fire code compliance relative to their event. Facility lessee/event sponsor is ultimately responsible for such compliance.

16. EVENT FLOOR / AREA PLANS

Facility lessee/event sponsors shall submit floor/area plans to the Las Animas County Fairgrounds Coordinator at least thirty (30) calendar days in advance of a scheduled event. The plans must include decoration plans, dimensions of all aisles, booths, tables and chairs locations, parking areas, loading and unloading area, etc. The Fairgrounds Coordinator will work with each sponsor on specific needs and requirements to ensure compliance with fire safety and facility requirements.

17. FOOD SERVICE / EVENT CATERING

Food service in all facilities must meet the general health standards of the Las Animas/Huerfano County District Health Department. When an event involves a temporary food service operation or food demonstration, the facility lessee/event sponsor is responsible for ensuring exhibitors gain a **Colorado Food Service License** from the State of Colorado. Proof of such license must be included with the completed Facilities Rental Agreement.

18. GLASS CONTAINERS

Glass drinking containers are prohibited at the Las Animas County Fairgrounds.

19. HAZARDOUS WASTE

Facility lessee/event sponsor will not possess, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste on Fairgrounds property. In the event the lessee/event sponsor is in possession of a hazardous substance, the facility lessee/event sponsor shall immediately notify the Fairgrounds Coordinator, Colorado Department of Environmental Protection and any other governmental agency or body as may be required by law, of such materials. In any instance the facility lessee/event sponsor, its agents, vendors, sublicensees, concessionaires or employees, violate the provisions of the paragraph, Las Animas County will hold the facility lessee/event sponsor responsible for such acts and will subject sponsor to a \$1,000.00 fine in addition to any cleanup costs incurred by the County. Such fine shall be

imposed by the Fairgrounds Coordinator for each infraction and facility lessee/event sponsor shall be deemed in material breach of the rental agreement, subject to immediate termination of the rental agreement and will be removed from fairgrounds property.

20. HOLIDAY RESTRICTIONS

The Las Animas County Fairgrounds are officially closed on Christmas Day. No reservations for use will be accepted.

21. INDEMNIFICATION

To the fullest extent permitted by law, the facility lessee/event sponsor shall indemnify and hold harmless Las Animas County, its officers, agents, employees and insurers, from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the facility lessee/event sponsor's event, pursuant to the rental agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, other fault of facility lessee/event sponsor, any officer, employee, representative or agent of the facility lessee/event sponsor, anyone directly or indirectly employed by the facility lessee/event sponsor, or anyone for whose acts the facility lessee/event sponsor may be liable; provided, however, that except for worker's compensation, disability benefits or other similar employee benefit claims, facility lessee/event sponsor is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any grossly negligent act or omission of the county, or its officers, agents or employees. Facility lessee/event sponsor's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

With respect to any and all claims against Las Animas County or any of its officers, employees or agents by any employee of events sponsor or anyone directly or indirectly employed by the facility lessee/event sponsor, or anyone for whose acts facility lessee/event sponsor may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the facility lessee/event sponsor, under worker's or workmen's compensation, disability benefits act, or other employee benefits act.

Under Colorado law, an equine professional is not liable for injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities. Las Animas County will not be liable for any damage or loss out of the use of any property, facility or participation of persons, incidental or otherwise, involving the use of equines pursuant to C.R.S. §13-21-119.

22. KEY DISTRIBUTION

Facility key distribution will be arranged during event planning meetings with the Fairgrounds Coordinator. Failure to return keys at the specified time may result in forfeiture of the security deposit. Loss of keys may result in the expense on the facility lessee/event sponsor's part to re-key the facility.

23. LIABILITY LIMITATIONS ON PARKING

Las Animas County will not be responsible for fire, theft, damage to or loss of vehicles or articles left parked upon county property. Facility lessee/event sponsors are responsible for requesting designated parking.

24. LOST OR STOLEN ARTICLES

Las Animas County will not be responsible, under any circumstances, for property of the facility lessee/event sponsor while on Fairgrounds property. The Fairgrounds Coordinator will not accept lost and found articles for distribution; unclaimed articles must be held and distributed by the facility lessee/event sponsor. In addition, Las Animas County is not responsible for any loss of articles or equipment left unattended in any facility. The use of security personnel when such equipment or articles are left in any fairgrounds facility shall be the responsibility of the facility lessee/event sponsor. All articles, equipment, exhibits, displays or materials shall be brought into the facilities only at such hours as designated in the rental agreement.

25. PARKING AREAS & ROADWAYS

Multiple events may be conducted simultaneously at the Fairgrounds. It is the lessee/event sponsor's responsibility to coordinate with the Fairgrounds Coordinator regarding parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency units. Parking areas are subject to availability.

26. PARKING CONTROL

Parking control shall be the responsibility of the facility lessee/event sponsor. Should the projected number of spectators and/or patrons exceed two hundred (200) persons, the lessee or event sponsor shall be required to provide no less than three (3) parking attendants at their own expense, and as determined to be acceptable to the Fairgrounds Coordinator and/or Board of County Commissioners. Parking attendants shall be responsible to keep fire lanes open at all times, and utilize proper entrance/exit traffic lanes - See Appendix C/Fairgrounds Facilities Map.

27. PLANNING MEETING

As deemed necessary by the Fairgrounds Coordinator, planning meetings will be conducted for certain events. These meetings shall be scheduled on an agreed date and time. All planning meetings must take place no later than two (2) weeks prior to lessee/event sponsor's scheduled event.

28. USE RESTRICTIONS

The Las Animas County Board of County Commissioners and/or Fairgrounds Coordinator have the right to refuse an event or events that, in their opinion, may cause undue or unusual damage to Fairgrounds facilities and/or that may violate local, state or federal laws, rules or regulations.

Only the Board of County Commissioners may waive any part of the Fairgrounds Policies and Procedures. Any waiver to these Policies and Procedures must be gained in writing and as a result of a public hearing.

During the week preceding Labor Day of each calendar year, all facilities in Areas A thru H are restricted from rental and shall be committed solely to the Las Animas County Fair and Rodeo events/activities. The 4-H shall have priority use of the 4-H Barn and adjacent.

No organization, group or individual(s) will be allowed to use any facility within the Las Animas County Fairgrounds for their base of operations.

29. OPERATING HOURS

All uses and activities for which any facility(s) may be rented shall be limited to the following schedule:

SPRING/SUMMER (April through August) 8:00 A.M. - 8:00 P.M.

FALL/WINTER (September through March) 8:00 A.M. - 6:00 P.M.

The Fairgrounds Coordinator may authorize exceptions to the normal hours of use, to provide a facility lessee/event sponsor time to set up and take down equipment/decorations at a rented facility.

The County reserves the right to regulate the time, place and manner of proposed activities in its facilities after considering all applicable factors and interests. The terms "set-up" and "tear-down" shall include the use of the facilities for moving in and out in preparation of the facilities for the performance of an event. The hours for set-up and tear-down shall be specified in the Facility Rental Agreement and will be at the discretion of the Fairgrounds Coordinator.

30. SECURITY

The Las Animas County Board of County Commissioners and/or Fairgrounds Coordinator has the right to require event security based on the type of event. Security requirements will be established in coordination with the Las Animas County Sheriff's Office. Security is REQUIRED during any event which involves alcohol consumption.

31. SUB-LEASING

Lessee/event sponsors may not, under any circumstances, sub-lease Fairgrounds facilities, equipment or materials owned by Las Animas County, without the express written consent of Las Animas County.

32. TAX COLLECTION

Facility lessee/event sponsors and event vendors are responsible for the payment of all sales, use assessments and/or fees in compliance with Las Animas County and the State of Colorado. It is the responsibility of sponsoring persons, groups or organizations to collect and submit tax payments appropriately.

33. VENDORS

All vendors, either food service and/or merchandise, are required to submit a completed Vendor Agreement (Appendix E) and are further required to carry and provide proof of general liability insurance coverage \$600,000.00 per occurrence/\$1,000,000.00 general aggregate. Food service vendors are required to provide proof of a Colorado Food Service License.

SECTION II - DESCRIPTION OF FACILITIES

The following facilities are available for use through reservation and rental in accordance with the procedures set out in this Policy (see Appendix A):

Area "A"

Includes barbecue, picnic area, Round-up Park, children's playground and the public restrooms. The general public shall have access to Area "A" at all times that the Fairgrounds facilities are open to public use. The exception shall be for those occasions when such facilities are reserved, being cleaned or maintained.

Area "B"

Includes public meeting rooms (located under the grandstands building) which can be used for group meetings including classroom type gatherings, etc.

Area "C"

Includes grandstands & outdoor arena which can be used for equestrian activities, rodeos, animal shows, music concerts, etc.

Area "D"

Open-air pavilion which can be used for group gatherings under cover such as group performances, assemblies and limited recreational activities.

Area “E”

Expo Center - multi use facility. (130 x 300 on the floor)

Area “F”

4-H Barn: for indoor agricultural related gatherings, shows, etc.

Area “G”

Horse Barns / Stalls - includes a total of ninety (90) stalls: ten (10) available for monthly boarding / eighty (80) available for rent with a sanctioned event.

Area “H”

Midway & Infield Area: for carnivals, circus, etc.

Only those areas identified for rent shall be made available for use. All other areas of the Las Animas County Fairgrounds are considered to be the work premises of the Las Animas County Road & Bridge Department or the Colorado State University Extension Office CSU/4-H. These areas are off limits to access by the general public.

SECTION III - RENTAL TERMS & PAYMENT POLICY

1. RENTAL AGREEMENT

Any person wishing to rent any of the available Fairgrounds facilities is required to complete a Facility Rental Agreement (Appendix B) which can be obtained from the Las Animas County Fairgrounds Coordinator. It is recommended that reservations be made sixty (60) calendar days prior to the proposed event date. The completed agreement must be accompanied by appropriate rental payment, in accordance with established fee schedule, and proof of insurance coverage in limits required by this policy. All checks/money orders shall be issued to LAS ANIMAS COUNTY. Cash will not be accepted.

2. AVAILABILITY

Fairgrounds facilities will be committed on a first-come first-serve basis determined by the date and time of approval of the completed Facility Rental Agreement.

3. CONTACT PRIOR TO EVENT

Facility lessee/event sponsor must make contact with the Fairgrounds Coordinator at least forty-eight (48) hours in advance of the scheduled date to confirm their reservation.

4. EVENT CANCELLATION

Events scheduled and subsequently cancelled shall be handled in the following manner:

A. Events cancelled thirty (30) days or more prior to scheduled event

Facility lessee/event sponsor will receive a full refund of any rental fee/security deposit paid.

B. Event cancelled fifteen (15) days prior to scheduled event

Facility lessee/event sponsor will receive one half (1/2) of rental fee and all of the security deposit paid.

C. Event cancelled fourteen (14) days or less prior to scheduled event

Facility lessee/event sponsor will be refunded security deposit **only**.

The Fairgrounds Coordinator may cancel any approved Facility Rental Agreement due to fire, weather, mechanical breakdown and/or it be determined by the Fairgrounds Coordinator/Board of County Commissioners that the facility or any related portion of the Fairgrounds is unsafe or otherwise unfit for the proposed use. Facility lessee/event sponsor shall receive a full refund of monies paid or option to reschedule.

5. LIMITATION OF COUNTY LIABILITY

Notwithstanding anything herein to the contrary, Las Animas County will not be liable for any indirect, incidental, special, consequential damages or damages resulting from the use of the Las Animas County Fairgrounds, however arising, including failure of voice or data lines, even if Las Animas County has been advised of the possibility of such damages. Las Animas County liability will, in no event, exceed the amount received under a rental agreement for damage arising out of, relating to, or in any way connected with the Facility Rental Agreement. Users of Las Animas County facilities are advised to procure event cancellation insurance. Las Animas County will not assume liability for cancellation due to emergencies or unforeseen circumstances. Recovery under such circumstances shall be limited to the amount of rental fees paid under the rental agreement.

6. FACILITY RENTAL FEES

Rental fees will be paid in advance for all events, **NO EXCEPTIONS!!** (See Appendix A) **NO CASH WILL BE ACCEPTED.** Payment must be in the form of a check or money order payable to Las Animas County.

7. BAD CHECK POLICY

Any checks returned by the bank for any reason shall be assessed the actual return fees charged to Las Animas County. Facility lessee/event sponsor will then be required to make payment with certified funds. The scheduled event shall not be held until certified funds are received. Las Animas County will not accept a reservation for a future event from any person(s), group or organization owing monies to Las Animas County. Reservations for any additional scheduled events previously scheduled are also subject to cancellation.

8. SECURITY DEPOSIT

A security deposit (in accordance with the established fee schedule) in addition to applicable rental fees, is required from any individual, group or organization wishing to schedule an event on the Fairgrounds premises. The security deposit is due at the time facility lessee/event sponsor submits his/her completed Facility Rental Agreement, thereby guaranteeing that the facility(s) rented shall be returned in the condition received. Should any rented facility(s) be damaged as a result of rental or while such rented facility(s) are in the custody of the facility lessee/event sponsor, any or all of the security deposit may be forfeited to Las Animas County.

At any time should damage inflicted to any building or fairgrounds improvement exceed the amount of the paid security deposit, Las Animas County will appeal to facility lessee/event sponsor's lessee insurance for costs exceed such deposit.

All additional fees are due within ten (10) working days of the last day of the event. Las Animas County will hold facility lessee/events sponsor's security deposit until all additional fees are paid.

SECTION IV - EVENT CLASSIFICATION AND INSURANCE REQUIREMENTS

The following schedules contain descriptions of various events contemplated to be held at the Las Animas County Fairgrounds. Insurance coverage and limits required have a direct correlation to the type of event proposed to be held at or within any Fairgrounds facility (all asterisked activities are required to have the appropriate Release and Waiver of Liability and Assumption of Risk Agreement completed by event participants - Appendices F&G). **INDIVIDUAL RIDING WILL NOT BE ALLOWED IN THE INDOOR EXPO CENTER.**

SCHEDULE I - LOW/MINIMUM HAZARD EVENT

<i>AEROBIC CLASSES</i>	<i>DANCE SHOWS/DANCES</i>	<i>PROM</i>
<i>ANTIQUÉ SHOWS</i>	<i>DINNER THEATERS</i>	<i>RELIGIOUS ASSEMBLIES</i>
<i>ARTS FESTIVALS/SHOWS</i>	<i>DOG/CAT SHOWS</i>	<i>REUNIONS</i>
<i>AUCTIONS</i>	<i>EXHIBITIONS (INDOOR)</i>	<i>RUMMAGE SALES/FLEA MARKETS</i>
<i>AUTO SHOWS OR SALES</i>	<i>FARMERS MARKET</i>	<i>RV SHOWS</i>
<i>BALLETS</i>	<i>FLOWER/GARDEN SHOWS</i>	<i>SEMINARS</i>
<i>BANQUETS</i>	<i>GRADUATIONS</i>	<i>SOCIAL GATHERINGS/RECEPTIONS</i>
<i>BAZAARS</i>	<i>INSTRUCTIONAL CLASSES</i>	<i>SCHOOL BANDS</i>
<i>BINGO GAMES</i>	<i>JOB FAIRS</i>	<i>SCOUTING JAMBOREES</i>
<i>CHARITY BENEFITS, AUCTIONS,</i>	<i>MEETINGS</i>	<i>TELETHONS</i>
<i>CIVIC CLUBS & GROUP GATHERINGS</i>	<i>MUSICALS</i>	<i>TRADE SHOWS (INDOOR)</i>
<i>CONVENTIONS (INSIDE)</i>	<i>PAGEANTS</i>	
<i>CRAFT SHOWS/FAIRS</i>	<i>PARTIES WITH 50 OR LESS PARTICIPANTS</i>	

SCHEDULE II - MINIMUM/MODERATE HAZARD EVENT

<i>ANIMAL TRAINING</i>	<i>ALL EQUINE RELATED EVENTS (HORSE SHOWS, TEAM ROPING, BARREL RACING, ETC.)**</i>
<i>BICYCLE RALLIES</i>	
<i>CARNIVALS</i>	
<i>CONCERTS</i>	
<i>EXHIBITION/TRADE SHOWS (OUTDOORS)</i>	
<i>LIVESTOCK SHOWS</i>	
<i>PARTIES WITH 50 OR MORE PARTICIPANTS</i>	
<i>ANY EVENT INCLUDING ALCOHOL CONSUMPTION</i>	

SCHEDULE III - HIGH RISK

<i>ANIMAL ACTS/SHOWS</i>
<i>BALLOON RIDES</i>
<i>CIRCUSES</i>
<i>CARNIVAL RIDES</i>
<i>PYROTECHNICS</i>
<i>RODEOS</i>
<i>EVENTS AND ACTIVITIES NOT LISTED IN SCHEDULE I OR II</i>

Activities in Schedule II and III are required to be covered by commercial general liability insurance commensurate with the table on Page 11. The facility lessee/event sponsor will procure, at its own expense, commercial general liability insurance/general liability insurance. The policy must be applicable to all premises and operations and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors and products. The policy shall also include all phases of any given event (set up, preparation, actual event, hours of occupancy and cleanup).

When alcohol is served and **not sold**, host liquor liability as well as general liability insurance is required (or a general liability policy with host liquor). When alcohol is **sold**, liquor liability as well as general liability coverage is required. If the facility lessee/event sponsor hires a caterer to host and serve liquor, the caterer is required to provide liquor liability naming both the facility lessee/event sponsor and Las Animas County as additional insured. Facility lessee/event sponsor for private parties shall be held responsible for any alcohol consumed and legal consequences thereof.

The facility lessee/event sponsor will provide the Fairgrounds Coordinator with the required insurance certificate(s) naming Las Animas County, Colorado, its officers, agents and employees as additional insured, while naming the specific event and date(s) on which said event will occur. The required certificate(s) of insurance must be provided to the Fairgrounds Coordinator at least two (2) weeks prior to occupying a Fairgrounds facility. Without said certificate, the facility lessee/event sponsor will not be permitted to occupy or otherwise utilize any fairgrounds facility until the required insurance is provided.

HAZARD SCHEDULE	REQUIRED INSURANCE LIMIT	
	Single	Aggregate
Schedule I	Not required	Not required
Schedule II	\$1,000,000	\$1,000,000
Schedule III (special risks)	TBD by County insurance carrier	TBD by County insurance carrier
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+) (applies also to caterer)	\$2,000,000	\$2,000,000

SECTION V - RESPONSIBILITIES OF THE LESSEE:

1. All refuse shall be disposed of and placed in appropriate waste containers.
2. Smoking of any tobacco product shall only be allowed in the posted designated areas. Smoking is not allowed within any County and/or Fairgrounds building, including the open grandstands and open-air pavilion.
3. Throwing stones or other projectiles is prohibited. Any person throwing stones or any other projectile shall be evicted from the Las Animas County Fairgrounds. No person shall use pyrotechnics or other incendiary devices without prior approval of the Board of County Commissioners.
4. All dogs brought onto the Fairgrounds property shall be kept on a leash. No dogs are allowed in the Round-up Park area.
5. No activities in violation of any Federal, State, or County law shall be allowed to take place within any facility or upon the fairgrounds premises.
6. No one shall be allowed to stay or park overnight upon the Fairgrounds property without prior approval by the Fairgrounds Coordinator.
7. All Fairgrounds facilities and/or grounds will be used in a safe and careful manner. It is the facility lessee/event sponsor responsibility to know and comply with all applicable municipal, county, state, and federal laws, rules and regulations as may be in force and effect during the scheduled event.
8. The facility lessee/event sponsor is responsible for clean-up of Fairgrounds property and facilities upon conclusion of their scheduled event. Costs for any cleanup not completed or damages inflicted upon fairgrounds improvements shall be the responsibility of the facility lessee/event sponsor. The cost of any clean-up or repairs performed by Las Animas County shall be charged at a rate of \$20.00/hour per employee. Facility lessee/event sponsor shall be responsible for the full costs of work cleanup and/or repair work subcontracted. Facility lessee/event sponsor shall be responsible for any and all costs to be paid upon presentation of documentation by the Fairgrounds Coordinator detailing damage remediation costs. In the event of non-payment, facility lessee/event sponsor shall be subject to all costs incurred including any costs required for recovery of expenses, legal, etc.

9. Any equipment brought into the fairgrounds by the facility lessee/event sponsor must be approved by the Fairgrounds Coordinator.

SECTION VI - DESCRIPTION OF FEES

PURPOSE

The generation of revenues at the Fairgrounds helps to offset the operational costs of the facilities and to provide funds for future capital improvements.

Rental fees for the Las Animas County facilities will be reviewed on an annual basis with consideration given to:

- the service needs of the community
 - the facility target user market
 - competitive and reasonable rental rates
 - operational costs and the need for future capital improvements.

Unless otherwise noted, rates are set forth in the Facility Rental Fee Schedule, attached hereto and incorporated by reference as Appendix B.

COMMERCIAL / STANDARD RATE

- Applies to any for-profit individual, organization, company or entity.
- Applies to non-profit organizations that are not located in Las Animas County. Location shall be determined by the organization address or primary funding source.

COMMERCIAL / ADJUSTED RATE

- Applies to any for-profit oriented events that have ticket sales.
- These events are subject to applicable surcharges.

COMMUNITY RATE

- This rate applies to any Las Animas County non-profit groups who are using a Las Animas County facility for civic purposes such as education meetings, organization or service meetings, seminars, training and fundraising.
- This rate applies to other government agencies using a Fairgrounds facility.
- Organization must be located in Las Animas County. Location shall be determined by the organization address or primary funding source.
- These events are subject to applicable surcharges.

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APPENDIX A
Las Animas County Fairgrounds Policies & Procedures

DAILY FACILITY RENTAL FEE SCHEDULES

FACILITY DESCRIPTION	COMMERCIAL STANDARD	COMMERCIAL ADJUSTED	COMMUNITY	SECURITY DEPOSIT	
				Commercial	Community
Area "A" Park, barbeque, picnic	\$50	N/A	\$25	\$50	\$50
Area "B" Meeting rooms	\$50	N/A	\$25	\$50	\$50
Area "C" Grandstands/outdoor arena	\$200	\$200 + Surcharges	\$40	\$500	\$200
Area "D" Open air pavilion	\$100	\$100 + Surcharges	\$40	\$200	\$80
Area "E" Expo / indoor arena	\$350	\$350 + Surcharges	\$30/hr (min. 3 hour rental)	\$500	\$200
Area "F" 4-H building	\$100	\$100 + Surcharges	\$40	\$200	\$80
Area "G" Barns / stalls with sanctioned event	\$15.00 per stall/night for 1-30 stalls \$10.00 per stall/night for 30+ stalls				
Area "H" Midway & infield	\$100	\$100	\$25	\$50	\$200

SURCHARGES

Ticket Surcharge	\$1.00 or 5% of ticket amount, whichever is more
Vendor Booth Surcharge	\$15.00 or 10% of booth rental fee, whichever is more
Participant Surcharges	\$1.00 for all events
Vendor Sales Surcharge**	5% of all food, liquor, service or retail sales

**4-H & FFA junior livestock sales are exempt from sales surcharge

ADDITIONAL FEES

	COMMERCIAL STANDARD / COMMERCIAL ADJUSTED	COMMUNITY
County labor (1 hr minimum)	\$30/hour	\$25/hour
County labor with equipment (1 hr minimum)	\$50/hour	\$45/hour
Camping with electric service (per night)	\$20	\$15
Overnight boarding (includes cleaning per night)	\$20	\$15
Stall bedding	\$7	\$7
Show ring dirt work (after event begins) and/or light dirt work (rake barrels, reining, etc.)	\$30/hr	\$25/hr
Panel/arena setup by County forces	\$60/hr	\$55/hr

MONTHLY EQUINE BOARDING

Deposit: \$100.00 per horse. First month's rent is due prior to any boarding. Security deposit and monthly fee shall be submitted concurrent with a completed Equine Boarding Agreement (Appendix D).

STALL	TACK ROOM	FEED ROOM
\$50 / mo	\$25 / mo	\$25 / mo

DAILY VENDOR RATES

	GRANDSTANDS	EXPO CENTER / PARK / OTHER / OTHER BUILDINGS
Food Service	\$50/day	\$35/day
Merchandise	\$25/day	\$25/day

APPENDIX B
Las Animas County Fairgrounds Policies & Procedures

FACILITY RENTAL AGREEMENT

This Rental Agreement is entered into this ____ day of _____ 20__ by _____, hereinafter referred to

as FACILITY LESSEE, whose address

Is _____

_____, and Las Animas County, Colorado,

hereinafter referred to as COUNTY, whose address is 200 East First Street, Trinidad, Colorado, 81082.

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. The rental of all facilities shall be governed by the Las Animas County Fairgrounds Policies & Procedures which are incorporated by reference as if fully set forth herein.

2. **EVENT INFORMATION:**

A. Name of event: _____

B. Brief description of event: _____

C. Date of event: _____

D. Preparation & Cleanup:

Set up date: _____ Time: _____

Tear down date: _____ Time: _____

E. Contemplated number of persons attending:

Participants _____ Spectators _____

3. **FACILITIES TO BE RENTED:**

Facility Description

Fee

\$ _____

4. **RENTAL FEE:**

A non-refundable fee of \$ _____ shall be paid for use of the above facilities and must be submitted concurrent with this Agreement.

Paid in full by : _____ **Check/Money Order#** _____
Received by: _____ **Date:** _____

5. SECURITY DEPOSIT:

The facility lessee shall post a security deposit in the amount of \$ _____. The deposit will be refunded if the facility is left clean and without damage. The deposit is due and payable upon completion of this Agreement.

Paid in full by : _____ **Check/Money Order#** _____
Received by: _____ **Date:** _____

6. SURCHARGES:

Type	Amount
_____	\$ _____
_____	\$ _____

All applicable surcharges shall be paid to Las Animas County no later than ten (10) calendar days following the event.

INSURANCE INDEMNIFICATION

The facility lessee shall provide, at lessee's expense, commercial general liability insurance/general liability insurance in the amount of \$ _____/occurrence, \$ _____ general aggregate, to provide adequate insurance coverage for all phases of the scheduled event. A certificate of insurance must be provided to Las Animas County prior to occupying any facility for any phase of the scheduled event. The certificate of insurance must name Las Animas County as additional insured. DATE DUE: _____

The facility lessee agrees to save and hold harmless the County from all claims, losses, damages, liabilities, expenses, and attorney's fees of any kind, resulting from any phase of the conduct of an event at a Las Animas County facility.

POLICIES AND PROCEDURES:

By signing this Rental Agreement, the facility lessee signifies that he/she has been provided a copy of the policies and procedures governing the use of the Las Animas County Fairgrounds and has had an opportunity to review those policies and procedures.

FACILITY LESSEE

**COUNTY OF LAS ANIMAS
STATE OF COLORADO**

Printed Name: _____

By: _____

2000 North Linden Avenue
Trinidad, Colorado 81082
(719)859-3160

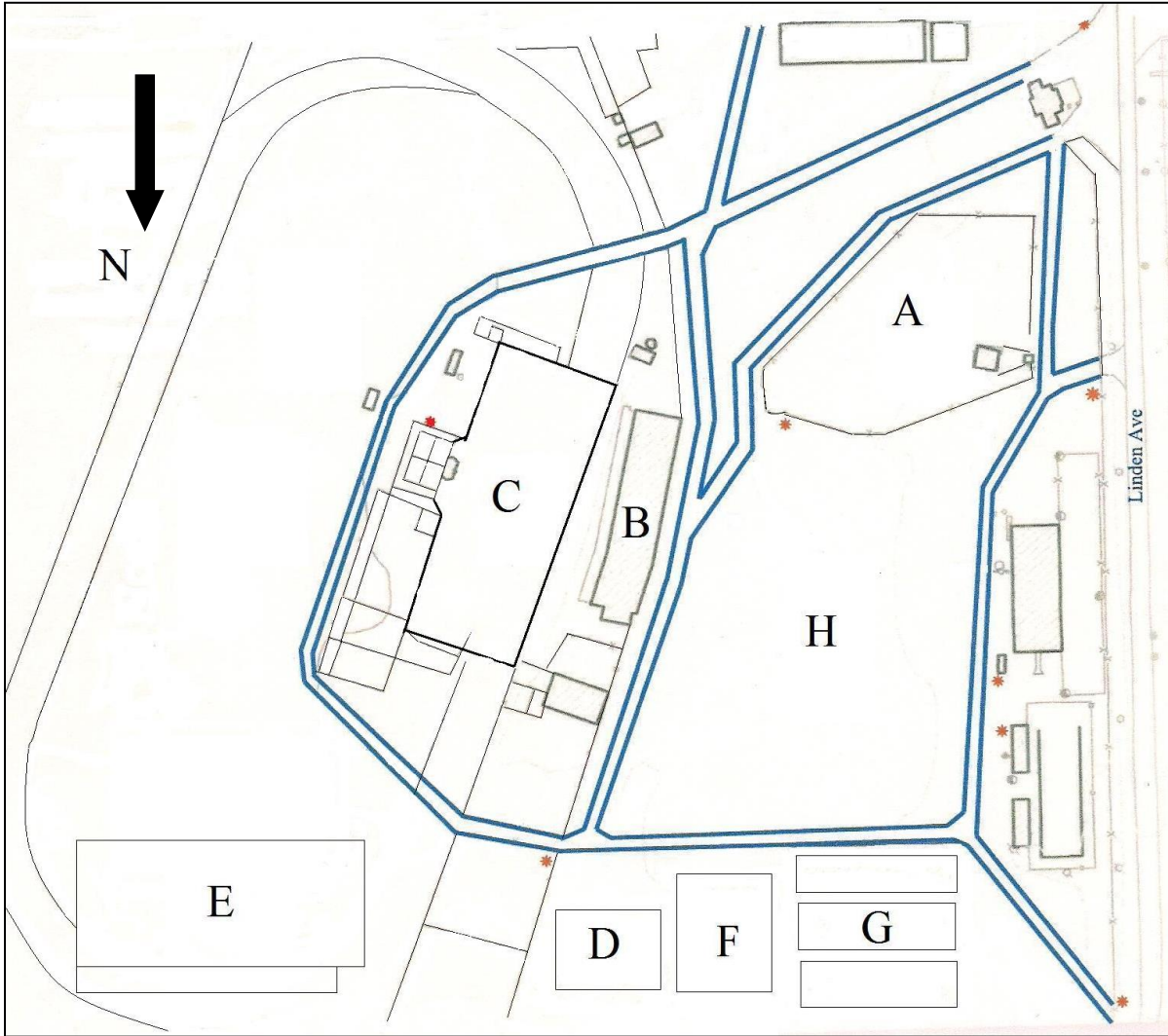
Signature (Authorized Representative)

Phone Number: _____

Date: _____

APPENDIX C
Las Animas County Fairgrounds Policies & Procedures

FAIRGROUNDS FACILITIES MAP



- | | | | |
|----------|-------------------|----------|--------------|
| A | Round Up Park | G | Horse Stalls |
| B | Grandstands | H | Midway |
| C | Outdoor Arena | | |
| D | Open Air Pavilion | | |
| E | Expo Center | | |
| F | 4-H Barn | | |

APPENDIX D
Las Animas County Fairgrounds Policies & Procedures

EQUINE BOARDING AGREEMENT

This Equine Boarding Agreement is entered into this ____ day of _____, 20__
by

_____, hereinafter referred to as
FACILITY

LESSEE, whose address is _____,
and

Las Animas County, Colorado, hereinafter referred to as COUNTY, whose address is 200 East First
Street,

Trinidad, Colorado 81082.

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. The rental of all boarding facilities shall be governed by the Las Animas County Fairgrounds
Policies & Procedures which are incorporated by reference as if fully set forth herein.

2. **STALLS TO BE RENTED:**

Description	Fee
_____	\$ _____

3. **RENTAL FEE:**

A non-refundable fee of \$_____ shall be paid for use of the above facilities and must
be submitted concurrent with this Agreement.

Paid in full by : _____ **Check/Money Order#** _____
Received by: _____ **Date:** _____

4. **SECURITY DEPOSIT:**

The facility lessee shall post a security deposit in the amount of \$100.00. The deposit will be
refunded if the facilities are left clean and without damage. The deposit is due and payable upon
completion of this Agreement.

Paid in full by : _____ **Check/Money Order#** _____
Received by: _____ **Date:** _____

5. ANIMAL HEALTH VERIFICATION

Equine owners are required to submit verification of animal health through recent animal health inspection reports.

6. TERMINATION

This Rental Agreement may be terminated at any time, for any reason, by either party upon 30 days written notice to the other party.

INSURANCE INDEMNIFICATION

The facility lessee shall provide, at lessee's expense, commercial general liability insurance/general liability insurance in the amount of \$600,000.00 per occurrence, \$1,000,000.00 general aggregate, to provide adequate insurance coverage for all phases of the scheduled event. A certificate of insurance must be provided to Las Animas County prior to occupying any facility for any phase of the scheduled event. The certificate of insurance must name Las Animas County as additional insured.

DATE DUE: _____

The facility lessee agrees to save and hold harmless the County from all claims, losses, damages, liabilities, expenses, and attorney's fees of any kind, resulting from any phase of the conduct of an event at a Las Animas County facility.

Failure to adhere to any standards above shall be cause for termination of an executed boarding agreement, prompt removal of any and all boarded horses and forfeiture of security deposit.

POLICIES AND PROCEDURES

By signing this Rental Agreement, the facility lessee signifies that he/she has been provided a copy of the policies and procedures governing the use of the Las Animas County Fairgrounds and has an opportunity to review those policies and procedures.

FACILITY LESSEE

**COUNTY OF LAS ANIMAS
STATE OF COLORADO**

Printed Name:

By:

2000 North Linden Avenue
Trinidad, Colorado 81082
(719)859-3160

Signature (Authorized Representative)

Phone Number: _____

Date: _____

APPENDIX E

Las Animas County Fairgrounds Policies & Procedures

VENDOR APPLICATION

GENERAL: All vendors shall complete and sign this Application, constituting an agreement between the undersigned vendor and Las Animas County. Vendors agree that activities being conducted on Fairgrounds property shall be governed by the Las Animas County Fairgrounds Policies & Procedures and will provide all insurance coverage necessary to the Fairgrounds Coordinator prior to any scheduled event of which vendor will participate.

Food vendors shall provide proof of general liability insurance in an amount equal to \$ _____ per occurrence, \$ _____ general aggregate and Colorado Food Service License.

The Las Animas County Fairgrounds Coordinator shall assign vendor space according to:

- Type of product to be sold
- Size of space needed or necessary by vendor
- Display appearance

Detailed description of vendor merchandise, with a color photo, shall be submitted with each application to include size of space needed for display.

Deposits are due sixty (60) calendar days before the scheduled event. Vendor space shall be allocated on a first-come, first-serve basis when fees are paid.

Name: _____ Company: _____
 Address: _____ Sales Tax No.: _____
 City: _____ State: _____ Zip _____
 Primary Contact Phone: _____ Cell Phone: _____
 Email Address: _____

Number of Booths: _____ Fairgrounds Location: _____

TOTAL FEE REQUIRED: \$ _____

I hereby agree to all fairgrounds policies and procedures and hold harmless Las Animas County from any and all liability.

FACILITY LESSEE

**COUNTY OF LAS ANIMAS
STATE OF COLORADO**

Printed Name:

By: _____

Signature (Authorized Representative)

2000 North Linden Avenue
Trinidad, Colorado 81082
(719)859-3160

Date: _____

APPENDIX F

Las Animas County Fairgrounds Policies & Procedures

**RELEASE AND WAIVER OF LIABILITY
AND ASSUMPTION OF RISK AGREEMENT**

(Minor Participant)

Event: _____ Date: _____

Event Location: _____

In consideration for being permitted to participate in the above indicated event, I, on behalf of the participant, as the participant's parent or legal guardian, acknowledge and agree to the following:

Assumption of Risk: I fully understand that participation in the above indicated event may not only involve the risk of serious injury or death, economic loss, property damage, or loss that may result from the participant's own actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event is being conducted, and the participant voluntarily agrees to assume the risk

Covenant Not to Sue: The participant's personal and legal representatives, heirs, successors and next of kin will not make any claim against Las Animas County, Colorado, or any of its present or former officials, employees, agents, attorneys, insurers, and representatives and their respective successors, heirs and assigns or any volunteer(s) ("Las Animas County"), for injury, damage, death or any other loss arising from or related to participation in the event.

Release: The participant's personal and legal representatives, heirs, successors, and next of kin, forever release, waive, discharge and relinquish Las Animas County from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness, and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by the participant in any way connected to, related to, or arising out of participation in the event, regardless of any negligence of Las Animas County.

Good Health: The participant is in good health and has no physical condition that would prevent him/her from participating in the event. I have had the opportunity to seek medical advice for any concerns I may have had regarding the participant's health.

Statutory Limitation on Liability: I understand that under Colorado Law, equine professionals or equine activity sponsors are not liable for injury to or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

I have carefully read this Agreement and fully understand its contents. I am aware that I have given up substantial rights of the participant by signing this agreement, and I am signing the Agreement on behalf of the participant voluntarily. The participant has no obligation to participate in this event, and I have no obligation to sign this Agreement, but desire to do so. I certify that I am at least eighteen years of age and the parent or legal guardian of the participant.

Executed at _____, Colorado, _____ 20__.

Name of Participant: _____

Address: _____

Name of Parent/Legal Guardian: _____

Signature: _____

Telephone: _____

APPENDIX G
Las Animas County Fairgrounds Policies & Procedures

**RELEASE AND WAIVER OF LIABILITY
AND ASSUMPTION OF RISK AGREEMENT**

(Adult Participant)

Event: _____ Date: _____

Event Location: _____

In consideration for being permitted to participate in the above indicated event, I, the undersigned, acknowledge and agree to the following:

Assumption of Risk: I fully understand that participation in the above indicated event may not only involve the risk of serious injury or death, economic loss, property damage, or loss that may result from my own actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event is being conducted, and I voluntarily agree to assume this risk.

Covenant Not to Sue: I, my personal and legal representatives, heirs, successors and next of kin will not make any claim against Las Animas County, Colorado, or any of its present or former officials, employees, agents, attorneys, insurers, and representatives and their respective successors, heirs and assigns or any volunteer(s) ("Las Animas County"), for injury, damage, death or any other loss arising from my participation in the event.

Release: I, my personal and legal representatives, heirs, successors, and next of kin, forever release, waive, discharge and relinquish Las Animas County from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness, and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by me in any way connected to, related to, or arising out of my participation in the event, regardless of any negligence of Las Animas County.

Good Health: I warrant that I am in good health and has no physical condition that would prevent me from participating in the event. I have had the opportunity to seek medical advice for any concerns I may have had regarding my health.

Statutory Limitation on Liability: I understand that under Colorado Law, equine professionals or equine activity sponsors are not liable for injury to or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

I have carefully read this Agreement and fully understand its contents. I am aware that I have given up substantial rights by signing this agreement, and I am signing the Agreement voluntarily. I have no obligation to participate in this event, and I have no obligation to sign this Agreement, but desire to do so. I certify that I am at least eighteen years of age.

Executed at _____, Colorado, _____ 20__.

Name of Participant: _____

Address: _____

Telephone : _____

Signature: _____
