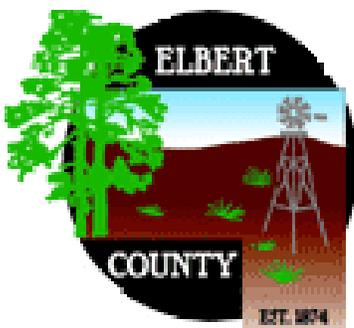


Elbert County Fairgrounds Policies and Procedures Facility Rental Information



Adopted by the Elbert County Board of County Commissioners
Effective: November 1, 2013

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INTRODUCTION

Purpose of Policies and Procedures

Provide a consistent guideline for Event Holders and users to provide a safe and quality experience while using any Elbert County Facility.

Purpose of Fees

Generate revenues to offset the operational costs of the facilities.

Establishment of Fees

Rental fees for Elbert County Fairgrounds 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

Tenant Consideration

Elbert County Government Departments will be allowed to use facilities at no cost for general meetings, educational events and trainings. Any event that is for profit such as a fundraiser will be subject to regular rental fees. Any Elbert County Government Department wishing to use the facilities must seek approval for the event through the Public Works Director. The Public Works Director will determine if the event is to be charged for the facility rental.

DEFINITIONS

Elbert County or County

Elbert County Board of County Commissioners; Employees of Elbert County Government, Elbert County Department of Public Works, Elbert County Fairgrounds Event Coordinator and custodial and support staff.

Event

An event shall be defined as any activity that takes place on a scheduled date on the Elbert County Fairgrounds.

Event Holder

An event holder is any individual, organization, company or entity using and/or renting an Elbert County Fairgrounds facility.

Facilities Management

Facilities Management will be defined as the Director of Public Works, Fairgrounds Event Coordinator and staff.

Rental Agreement

Written agreement between Elbert County and Event Holder acknowledging use and fee arrangement for any event held on the Elbert County Fairgrounds.

FEE SCHEDULE CATEGORIES

Unless otherwise noted, rates are set forth in the Elbert County Fairgrounds Facility Rental Fee Schedule, attached hereto and incorporated by the reference as Exhibit A.

Standard User Rate

- Applies to any for profit individual, organization, company or any entity that is not a (501(C)(3) non-profit organization.

Non-Profit Rate

- This applies to any non-profit group who wishes to use any Elbert County Fairgrounds facility for civic purposes such as educational meetings, organization or service meetings, seminars, trainings and fundraising events.
- Organizations must be registered with the State of Colorado as a non-profit (501(C)(3) or similar qualifying non-profit entity in order to utilize the Non-Profit rate.
- All non-profit organizations must present their (501(C)(3) state identification number proving active status before receiving non-profit rates.

GENERAL USAGE POLICIES

Elbert County Government retains control and management of the Elbert County Fairgrounds Facilities at all times, and shall have the right at all times to enforce all rules and regulations described hereto, and shall have the right to eject all persons who fail or refuse to comply with the rules and regulations.

Access During Events

Elbert County Fairgrounds Management and staff shall have the right to access the facilities at any time during any event.

Accident Management

In the case of an accident or emergency, Event Holder agrees to cooperate with facility and Fairgrounds Management in the formulation of an action plan and response to media inquiries. All accidents, occurrences, and incidents must be reported to Elbert County Fairgrounds Management as soon as possible, but not later than the next business day. Reports must include:

1. Name, address and telephone number of the injured person or persons.
2. Name, address and telephone number of any witnesses.
3. A description of the accident (how, when, and where it happened).
4. A description of the extent of bodily injury or property damage.

Elbert County Fairgrounds Management has the right to require medical personnel, based on the type of event.

Advertising

Event holders shall not hang signs, bunting or other advertising materials anywhere on the premises without prior approval of the Elbert County Fairgrounds Management. Elbert County does recognize the need for event holders to display sponsor advertising, therefore advertising materials and locations will be determined on an event to event basis. Elbert County reserves the right to negotiate with event holders a share of the advertising profits. If banners or other advertising is allowed during an event, event holder must ensure all signage; banners, etc. are taken down at the conclusion of the event. Any materials left on the grounds after event will be disposed of at event holder's costs. Additionally, event holder will forfeit all security deposit monies.

Alcoholic Beverages

Alcohol is strictly prohibited at all Elbert County Fairgrounds facilities unless the following criterion is met:

- Alcohol consumption must be outlined in the Rental Agreement and details determined during the planning meeting with Fairgrounds Management.
 - If alcohol shall be consumed in any location of the fairgrounds written approval from the Elbert County Board of County Commissioners must be obtained.
- If alcohol is to be sold in an Elbert County Fairgrounds Facility:
 - Event Holder must obtain written approval from the Elbert County Board of County Commissioners.
 - Event Holder must obtain a Special Event Permit to Sell Liquor from the Town of Kiowa.
 - Event Holder must provide certificate of insurance including liquor liability as described in the insurance section herein.
- If any Event Holder fails to disclose that alcohol is to be served, sold or otherwise made available, the Event Holder, participants, spectators and anyone else involved with the event are subject to removal, citation or arrest at the discretion of the Elbert County Sheriff's Office.

Animals

Event Holders utilizing an Elbert County Fairgrounds Facility for any activity, in which animals are used or exhibited, shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the human care and treatment of animals. All animals must be penned, stalled and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to ensure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of animals from the premises.

Camping/ RV Use

Any event camping or using RV hookups shall use designated areas for camping only. Elbert County Fairgrounds Management will work with the Event Holder to determine location parking, applicable fees and number of spaces allocated. A sanitary sewer dump station is available at an additional cost.

Cancellation of Event

All cancellations by Event Holder shall be in writing and effective upon receipt by Elbert County Fairgrounds Management. Elbert County shall not be responsible for any consequences monetary or otherwise due to cancellation by Event Holder. The maximum liability of the County to an Event Holder due to cancellation of an Event by the County, regardless of the reason for cancellation, is limited to the fees paid by the Event Holder.

Clean-Up Guidelines

Each Elbert County Fairgrounds facility has its own clean-up guidelines and requirements; refer to the specific facility section for details. Failure to meet the clean-up requirements may result in partial or total forfeiture of the security deposit.

Damage Costs (Security Deposit)

The Event Holder shall be held responsible for all damages to and any necessary clean-up of any Elbert County Fairgrounds Facility and property. All costs deemed necessary and incurred by Elbert County for replacement and/or repairs caused on behalf of the Event Holder will be billed to the Event Holder within ten (10) working days after the event. Payment must be made within fifteen (15) days after receipt of billing. The Event Holder may be required to post a security deposit to defray the cost of repairs and clean up at the sole discretion of Elbert County. The deposit will be refunded if the facility and property are left in a clean state and there are no damages. The deposit shall be due and payable a minimum of 2 weeks prior to commencement of the event. Security deposit amounts are outlined in the Fairgrounds Facility Rental Fee Schedule, attached hereto as Exhibit A.

Decorations

The Event Holder must remove all decorating materials immediately following the event. Failure to do so may result in partial or total forfeiture of the security deposit.

Evacuation Site

The Elbert County Fairgrounds has been designated as an evacuation site for people and animals that may be evacuated from their homes to emergencies. In such an emergency any event scheduled on the fairgrounds may be cancelled at the discretion of the Fairgrounds Manager and/or the Public Works Director. Under such circumstances all rental fees and deposits will be refunded to the event holder with no other compensation due and no other liability to the county.

Event Marketing

Elbert County Fairgrounds employees shall not be responsible for event promotion. The Fairgrounds office phone number as well as any Elbert County Government phone number shall not be published or placed on any promotional material for any event or otherwise published in connection with an event. The Elbert County logo may not be used on any promotional material without the express written consent of Elbert County Fairgrounds and Elbert County Government.

Event Planning Meetings

As deemed necessary by Elbert County Fairgrounds Management, event planning meetings will be conducted for certain events. These meeting shall be scheduled on an agreed upon date and time. All planning meetings must take place no later than three (3) weeks prior to the scheduled event.

Event Staffing

Event Holders shall provide all security, ushers, announcers, ticket takers, parking facilitators, clean- up crew and other personnel necessary to conduct the activities described in the Rental Agreement. An Elbert County Fairgrounds Management employee may be on site or on call while facilities are occupied. This will be determined on an event by event basis and finalized during planning meetings. Elbert County Fairgrounds Management may require the event holder to provide security at the Event Holders cost.

Facility Alteration

Event Holders may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any of the facilities without prior written authorization of Elbert County Fairgrounds Management. All alterations must be requested in writing and submitted a minimum of 30 days prior to the event.

Fire Safety Standards

All fire regulations in the Uniform Fire Code (UFC) as amended and approved by the local jurisdiction shall be strictly observed. The UFC regulates the placement of tables and chairs, decorations, dimensions of all aisles and exits, etc. Elbert County Fairgrounds Management will work with Event Holder during planning meetings to ensure compliance with the UFC; however, the Event Holder is ultimately responsible for compliance with the UFC.

General Compliance

Event Holder agrees to comply with all applicable governmental agencies, ordinances and statutes. Event Holder assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with the Town of Kiowa, Elbert County and the State of Colorado.

Glass Containers

Glass drinking containers are not permitted in any outdoor Elbert County Facilities or parking lots.

Hazardous Waste

Event Holder agrees, at all material times Event Holder is on Elbert County property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Elbert County and/or any applicable laws. In the event the Event Holder shall be in possession of such hazardous or toxic waste, the Event Holder shall immediately notify Elbert County Fairgrounds Management and the Colorado Department of Public Health and Environmental as well as the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials. Additionally, Event Holder agrees not to dispose of any refuse or empty any fluids on Elbert County property. In the event the Event Holder, or its agents, vendors, sub-licensees, concessionaires or employees dump grease in the facility sewer system, or at locations not authorized by Elbert County Fairgrounds Management, or shall otherwise violate the provisions of this paragraph, Elbert County Fairgrounds Management will look to the Event Holder and shall subject the Event Holder to a fine of \$1,000.00 plus any costs incurred by Elbert County. Such fine shall be imposed by Elbert County Fairgrounds Management for each infraction and Event Holder shall be deemed in material breach of the Rental Agreement and subject to immediate termination of the Rental Agreement and removal from the property.

Health Permit Requirements

When an event involves a temporary food service operation or food demonstration, the Event Holder shall be responsible for informing such exhibitors or food service operators that a health permit is required.

Indemnification

To the fullest extent permitted by law, the Event Holder shall indemnify and hold harmless Elbert County, its officers, agents, employees and insurers from and against any and 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 connection with the Event Holder'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, or other fault of Event Holder, or its officers, employees, representatives or agents, anyone directly or indirectly employed by the Event Holder, or anyone for whose acts the Event Holder may be liable; provided, however, that except for worker's or workmen's compensation, disability benefits or other similar employee benefit claims, Event Holder 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. Event Holder'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 the County or any of their officers, employees or agents by any employee of Event Holder or anyone directly or indirectly employed by Event Holder, or anyone for whose acts Event Holder 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 Event Holder, under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts. Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

Intellectual Property

Event Holder will assume all costs, expenses and damages arising out of or attributed to the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the Event. Event Holder agrees to indemnify, defend and hold Elbert County, its officers, agents, and employees harmless from any claims or costs, including legal fees, which might arise from use of any such material or intellectual property. The Elbert County Government logo may not be used on any promotional material without the express written consent of Elbert County.

Key Distribution

Facilities key distribution will be arranged during the event planning meetings. Failure to return the keys at the specified time may result in forfeiture of the security deposit. Loss of keys may result in the expense on the Event Holders part to re-key the facility.

Liability Limitations of Parking

Elbert County shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on Elbert County property. Event Holders shall be responsible for requesting designated parking. Guests of the Elbert County Fairgrounds who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

Lost or Stolen Articles

Elbert County shall not be responsible, under any circumstances, for property of the Event Holder while on an Elbert County Fairgrounds premises. Elbert County Fairgrounds Management will not accept lost and found articles for distribution; unclaimed articles must be held and distributed by the Event Holder. In addition, Elbert County Fairgrounds Management is not responsible for any loss of articles or equipment left unattended in any facility. The usage of security personnel when such equipment or articles are left in buildings or in a County Facility shall be the responsibility of the Event Holder. All articles, equipment, exhibits, displays or materials shall be brought into the facilities only at such hours as designated by the Rental Agreement. Event Holder assumes all responsibility for any goods or material, which may be placed in County's storage before, during, or after an Event.

No Smoking

Smoking is prohibited at all times within all buildings owned, leased, or operated by Elbert County.

Parking Lots and Roadways

Multiple Events may be conducted simultaneously at Elbert County Fairgrounds. It is the Event Holder's responsibility to coordinate with Elbert county Fairgrounds Management on parking area assignments. Fire lanes must be kept clear and open for police, fire, ambulance and other emergency units as well as for County maintenance workers. Parking lots are subject to availability.

Reservations

Event Holders must contact the Elbert County Fairgrounds Event Coordinator to determine date availability and complete a Rental Agreement and to sign a release and waiver of liability and assumption of risk agreement. Consideration may be given to the Event Holder to rent the same dates for the following year however, there is no guarantee of availability until a signed Rental Agreement is completed.

Sales Tax Collection

Event Holders and Event Holder vendors are responsible for payment of all sales, use, assessments and/or fees in compliance with Elbert County, the Town of Kiowa and the State of Colorado. It is the Event Holders and/or the Event Holder vendors, responsibility to collect and submit payment.

Security

Elbert County Fairgrounds Management has the right to require Event security, based on the type of event being held. Elbert County Fairgrounds Management, with the consultation of the Elbert County Sheriff's Department, will determine event security needs. All event security plans must be submitted and approved by Elbert County a minimum of thirty (30) days prior to the event.

Sub-Leasing

Event Holder may not, under any circumstances, sub-lease facilities, equipment or materials owned by Elbert County Government, without the express written consent of Elbert County.

Time of Events – Operating Hours

Elbert 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" or "tear down" shall include the use of the facilities for moving in and out in preparation of the facilities for performance of an Event. The hours for “set up” and “tear down” shall be specified in the Rental Agreement and will be at the discretion of Elbert County. Regarding facilities that are rented hourly: Event Holders will be charged from the time designated for setup through the time designated for clean-up. If an Event Holder is in the facility past the designated clean-up time, Event Holder shall be charged for an additional hour or additional hours.

Use of or Loss of County Equipment

Without prior coordination and agreement of Elbert County Fairgrounds Management, Event Holders shall not operate motorized County-owned equipment. Additionally, Event Holder shall not dispose of in any manner equipment or materials owned by Elbert County Government.

Use Restrictions

Elbert County Government and/or Elbert County Fairgrounds Management may refuse Event bookings when it is their opinion that the Event may cause undue or unusual damage to the facilities or that may violate local, state or federal laws, rules or regulations. Elbert County Government and/or Elbert County Fairgrounds Management may refuse Event bookings when it is their opinion that a requested Event conflicts with a similar Event previously scheduled on the premises. Once a Rental Agreement has been signed and executed and deposit has been paid in full to Elbert County, Elbert County may, in its sole discretion, agree not to schedule a like Event on any part of the Fairgrounds during the same period of time as that scheduled by the Event Holder.

Elbert County Fairgrounds Policies and Procedures subject to periodic review. The policies and procedures in place at the time of the signing of the Rental Agreement shall govern.

PAYMENT POLICY

Method of Payment

Event Holders whose rental fees are in excess of \$100.00 shall pay a non-refundable 25% rental deposit at the time of booking an Event. The balance of the rental fee must be paid in full two (2) weeks in advance of Event Holder's scheduled Event. Rental fees less than or equal to \$100.00 must be paid in full at the time of booking an Event. Elbert County Treasurer accepts personal, business or cashier checks or money orders and cash. Any event that has booked either the stall area or camping area will be required to report how many stalls or RV spaces were used within one weeks of the event. Payment for said spaces is required within two weeks (14 days) following the event.

Bad Check Policy

Any checks returned by the bank for any reason will be assessed the actual return fees charged to Elbert County. Event Holder will then be required to make payment with certified funds. The Event will not be held until certified funds are received. Elbert County will not accept a reservation for a future Events from a prospective Event Holder owing monies to Elbert County Fairgrounds. Reservations for any additional Events previously scheduled are also subject to cancellation. In its sole discretion, the County may refuse to rent facilities to any prospective Event Holder who, at any time, failed to make full payment in sufficient funds to the County within thirty (30) calendar days after the date of invoice.

Cancellation of Event

A non-refundable 25% rental deposit shall be retained by Elbert County upon the cancellation of any scheduled Event two weeks or more before the scheduled Event. If the Event is cancelled two (2) weeks or less before the scheduled dates, Elbert County may retain the entire rental fee and the security deposit will be refunded. If Elbert County cancels the Rental Agreement for any unforeseen reason or act of God, then all monies paid to Elbert County by the Event holder shall be refunded. Any liability of Elbert County shall be limited to the fees paid by the Event Holder.

Limitation of Liabilities

Notwithstanding anything herein to the contrary, Elbert County will not be liable for any indirect, incidental, special, consequential damages, or damages resulting from the use of the Elbert County facilities, however arising, including failure of voice or data lines, even if Elbert County has been advised of the possibility of such damages. Elbert County liability will in no event exceed the amount received under a Rental Agreement for damages arising out of, relating to, or in any way connected with the Rental Agreement. Users of Elbert County Fairgrounds facilities are advised to procure Event cancellation insurance. Elbert 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.

INSURANCE REQUIREMENTS

Certificate of Insurance

Event Holder will procure and maintain, at its own expense, insurance with insurers with an A- or better rating as determined by Best's Key Rating Guide, the following policy of insurance: Commercial General Liability Insurance/ General Liability Insurance. Said insurance will provide limits as indicated herein. The policy will be applicable to all premises and operations. The policy will 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 will contain a severability of interest's provision. The policy will also include all phases of the Event (set up preparation, actual Event, specific hours of occupancy and cleanup). When alcohol is served (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 insurance is required. The Event Holder will provide Elbert County Fairgrounds Management the required certificate(s) of insurance naming Elbert County, Colorado, its officers, agents, and employees as additional insured and naming the specific Event and date(s) being insured. If Event Holder hires a caterer to host and serve liquor, the caterer is required to provide liquor liability as well as general liability naming both, the Event Holder and Elbert County as additional insured. The required certificate(s) of insurance will be provided to Elbert County Fairgrounds Management at least two weeks prior to occupying an Elbert County Facility. The Event Holder will not be permitted to occupy or use an Elbert County Facility unless and until the required insurance is provided.

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)	Limits will be determined by Risk Management at time of request.	
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

Schedule of Hazard/Risk Classifications

Hazard Schedule 1 – Low/Minimum Hazard Risk

- Aerobic Classes
- Antique Shows
- Art Festival/Shows
- Auctions
- Auto Shows or Sales
- Ballets
- Banquets
- Bazaars
- Bingo Games
- Boat Shows
- Charity Benefits, Auctions/Sales
- Civic Clubs & Group Meetings
- Conventions
- Craft Shows/Fairs
- Dance Shows
- Debutante Balls
- Dinner Theaters
- Dog/Cat Shows
- Exhibitions
- Expositions
- Farmers Markets
- Flower/Garden Shows
- Graduations
- Home Shows
- Horse Shows
- Instructional Classes
- Jam and Jazz Shows
- Job Fairs
- Lectures
- Luncheons
- Meetings
- Motorsports
- Musicals
- Night Club Shows
- Pageants
- Parties & Dances
- Political Rallies
- Prom
- Religious Assemblies
- Reunions
- Rummage Sales/ Flea Markets
- RV Shows
- Seminars
- Social Gatherings/Receptions
- School Bands
- Scouting Events
- Telethons
- Theatrical Events
- Trade Shows
- Walk-A-Thons
- Wedding Receptions

Hazard Schedule 2 – Minimum/Moderate Hazard Risks

- Animal Training
- Bicycle Rallies
- Carnivals (no rides)
- Concerts
- Livestock Shows

Hazard Schedule 3 – Special Risks

- Animal Acts/Shows
- Balloon Rides
- Circuses
- Carnival Rides
- Pyrotechnics
- Rodeos
- Events & Activities not listed in Schedules 1 or 2.

Elbert County Fairgrounds Schedule of Fees



Effective:

November 1, 2013

Non-Profit Rates

Exhibit Building	\$200.00/day
Ag Building	\$150.00/day
Conference Meeting Room	\$18.00/hour
Main Arena	\$245.00/day
Warm Up Arena	\$70.00/day
Entire Fairgrounds	\$600.00/day
Open Pavilion	\$40.00/day
Beef Barn Pavilion	\$50.00/day
Parking Lot	\$80.00/day
Horse Stalls	\$10.00/Stall/Day

RV Campground Rates for ALL Users

RV Camping with Hookups	\$20.00/day
RV or Tent Dry Camping	\$10.00/day
Sewage Dump for RV's	\$20.00/use

Surcharge Rates for ALL Users

Labor Costs	\$30.00/hour
Water Truck with Operator	\$50.00/hour
Arena Grooming with Operator	\$50.00/hour
Skid Steer with Operator	\$50.00/hour
Horse Stall, Rough Stock Refuse Removal	\$100/tandem truck load
Vendor Booth Utility Surcharge	\$25/vendor/day

Standard User Rates

Exhibit Building	\$275.00/day
Ag Building	\$225.00/day
Conference Meeting Room	\$25.00/hour
Main Arena	\$350.00/day
Warm Up Arena	\$100.00/day
Entire Fairgrounds	\$800.00/day
Open Pavilion	\$50.00/day
Beef Barn Pavilion	\$75.00/day
Parking Lot	\$110.00/day
Horse Stalls	\$10.00/Stall/Day

Security Deposit due for ALL Users

Exhibit Building	\$500.00
Ag Building	\$300.00
Conference Meeting Room	\$50.00
Main Arena	\$500.00
Warm Up Arena	\$200.00
Entire Fairgrounds	\$800.00
Open Pavilion	\$50.00
Beef Barn Pavilion	\$100.00
Parking Lot	\$100.00

Surcharges

Water Truck with Operator

Arena rental includes an initial watering and grooming of the arena by county staff. If the event requires additional arena watering the event holder will be charged at a rate of \$50.00/hour for water truck and operator as well as the standard town rate for the amount of water used for the additional water. The additional water used will be billed to the event holder at the end of the month in which the event was held after the county is billed for their water use by the town.

Arena Grooming with Operator

Arena rental includes an initial watering and grooming of the arena by county staff. If the event requires additional arena grooming the event holder will be charged at a rate of \$50.00/hour for tractor/harrower and operator. It is advantageous for event holder to schedule specific times for additional grooming with county staff so as to control costs. If event holder cannot give specific times as to when staff will need to groom and will require a staff member to be on call during the duration of the event, the event holder will be charged by the hour for the duration of the event.

Skid Steer with Operator

Use of horse stalls, rough stock pens and roping stock pens requires that all facilities used be clean of hay, refuse, shavings, other types of bedding and any other waste product. If the event holder wishes to use a skid steer to aid in the cleaning of facilities used, the cost of skid steer with operator will be \$50/hour. The event holder will be responsible for mucking stalls and pens and putting refuse in a central location that the skid steer can easily get to.

Refuse Removal from Stalls/Pens

Use of horse stalls, rough stock pens and roping stock pens requires that all facilities used be clean of hay, refuse, shavings, other types of bedding and any other waste product. Event holders are responsible for removing all stall/pen refuse from the grounds. Event holders have the option of removing refuse through a contractor such as a trash service, through self means, or they may have the county remove the refuse at the event holders cost. If the event holder wishes to have Elbert County remove the refuse the cost will be \$100.00/tandem truck load.

Vendor Booth Surcharge

All event holders who wish to allow vendors booth space during their event are subject to a surcharge. The vendor booth surcharge requires the event holder to collect and pay to Elbert County \$25/booth/day for any vendor booth that utilizes the use of any utilities (water, sewer, electric). This fee is to be collected at the time of booth arrangement by the event holder. The vendor booths must be accounted for within 48 hours after the conclusion of the event. Payment shall be made to Elbert County within two weeks of the conclusion of the event.

Labor Surcharge

All event holders who wish to have county staff involved with any special setup above and beyond what is included with rental as stated in facility information will be charged at a rate of \$30/hour/staff member. This would include chair and table setup. Additionally, if an event will require restroom cleaning or trash removal during the event outside of normal operating hours the event holder will be charged at a rate of \$30/hour/staff member.



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 the Event	
Name of the Organization & mailing address	
Name of the lead contact & contact phone number	
Date of actual event & time	
Date of setup & time	
Date of Cleanup & time	
Insurance Required	
Security Deposit Required	
Other Requirements	
Equipment Needed (i.e.-tables, chairs, bleachers, etc.)	
Special Concerns/Needs	

SAMPLE

Facilities to be rented:

Facility Name	Fee Amount	Date Due	Date Paid	Check #
	\$			
	\$			
	\$			
TOTAL AMOUNT DUE	\$			
25% RENTAL DEPOSIT DUE (If total amount due is over \$100) Due at least two weeks prior to event	\$			
SECURITY DEPOSIT DUE – Will be returned to renter if all facilities are left in a clean state and there are no damages. Due two weeks prior to event.	\$			
BALANCE DUE	\$			

**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

Signature of Authorized Representative

Print Name

Address: _____

Phone: _____
Email: _____

ELBERT COUNTY FAIRGROUNDS

Kyrei Zion, Fairgrounds Event Coordinator
95 Ute Avenue
PO Box 189
Kiowa, CO 80117
303-621-3152
kyrei.zion@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.

SAMPLE

Date: _____

Event: _____ Event Date(s): _____

Name of participant group or individual: _____

Address: _____

Phone: _____

Signature of responsible party _____

Fairgrounds Facility Information



**Location Map:
95 Ute Avenue
Kiowa, CO 80117**

The Elbert County Fairground is located on approximately 53 acres in the Town of Kiowa, west of Kiowa-Bennett Road (Ute Ave) and north of the Kiowa town center. The Fairground is accessible from the north and east via Interstate 70 and Interstate 25 from the West.



Fairgrounds Facility Information

Elbert County Fairgrounds Site Plan



Facility	Dimension	Area
1. RV Campground	Varies	Varies
2. Agricultural Building	80' X 130'	10,400 SF
3. Warm-Up Arena	140' X 260'	36,400 SF
4. Beef Barn	120' X 120'	14,400 SF
5. Exhibit Hall	80' X 120'	9,600 SF
6. Horse Pavilion	105' X 105'	11,025 SF
7. Main Arena	150' X 295'	44,250 SF
8. Sheep Barn	32' X 100'	3,200 SF
9. Poultry Barn	30' X 56'	1,680 SF
10. Dairy Barn	22' X 45'	990 SF
11. Scale House	10' X 10'	100 SF
12. Swine Barn	50' X 145'	7,250 SF
13. Goat Barn	25' X 50'	1,250 SF
14. Fair Office	14' X 40'	560 SF
15. Rabbit Barns	25' X 50' (2)	2,500 SF
16. Wool Barn	18' X 48'	864 SF
17. Maintenance Shop	24' X 63'	1,512 SF
18. Open Pavilion	45' X 50'	2,250 SF

Agricultural Building

Entire Facility Area: 10,400 SF
Bay Meeting Area: 8,200 SF

Agricultural Building Rental Includes:

- Restrooms
- Shower Facility
- Laundry Facility
- Tables and Chairs to seat approximately 250 people
- Stage & Podium
- PA System
- Projector Screen
- Bleacher seating if arranged prior to event



Agricultural Building Cleaning Procedures:

- Make sure thermostat is set to 50 degrees before leaving.
- Wipe down and put all tables and chairs back on racks and place racks along the west side of the building.
- Remove all decorations from walls, ceilings and floors.
- Sweep and mop all areas of Ag building used.
- Empty all trash cans and place bags in provided dumpsters. Replace liners.
- Remember to put key ring back into the lock box when you are through.

Decorations:

- All decorations must be removed at the end of the event.
- If any decorations are to be suspended from the ceiling approval must be granted by the fairgrounds manager for said decorations before the event.
- Event holder may not alter the building in any permanent manner for decorating purposes.
-

Restrictions:

- Smoking is not permitted in this building.
- Pet bedding and/or horse blankets are not permitted in the washer or dryers.
- Only humans may be bathed in the shower facility.

Exhibit Building

Entire Facility Area: 9,600 SF
Bay Meeting Area: 8,500 SF
Kitchen Area: 800 SF



Exhibit Building Rental Includes:

- Restrooms
- Full Kitchen
 - Griddle
 - 6 Burner Stove
 - Double Oven
 - Industrial Refrigerator
 - Ice Machine
 - Freezer
 - Counters
 - Industrial Wash Basin
- Tables and Chairs to seat approximately 250 people
- Stage & Podium
- PA and Sound System
- Projector Screen
- Bleacher seating if arranged prior to event

Exhibit Building Cleaning Procedures:

(The supplies closet is located in the north end of the men's restroom.)

- Make sure thermostat is set to 50 degrees before leaving.
- Put all tables and chairs back on racks and return to storage room.
- Remove all decorations from walls, ceilings and floors.
- Sweep and mop all areas of exhibit hall used.
- Empty all trash cans and place bags in provided dumpsters.
- If you moved the stage, please return it to the north end of the building.
- Remember to put key ring back into the lock box.

If the kitchen was used:

- Clean stove and griddle area, scraping off all grease.
- Clean ovens if used and messed.
- Wipe down all counter area and tables used.
- Empty refrigerators and freezers of all your belongings.
- Wipe down refrigerators if anything spilled inside.
- Sweep and mop the floor.
- Make sure scoop is not left in ice machine.
- Empty trash and put bags in provided dumpsters.

Decorations:

- All decorations must be removed at the end of the event.
- If any decorations are to be suspended from the ceiling approval must be granted by the fairgrounds manager for said decorations before the event.
- Event holder may not alter the building in any permanent manner for decorating purposes.

Restrictions:

- Smoking is not permitted in this building.



Main Arena

Entire Facility Area: 44,250
SF

Main Arena Rental Includes:

- Restrooms in Exhibit Building if arranged to use prior to event
- Rough Stock Pens
- 8 Stall Bucking Chutes
- Roping Stock Catch Pens
- Roping Chute
- Stripping Chute
- Outdoor Lighting
- PA System in Crow's Nest
- Use of ticket building
- Secured fencing around arena for ticketed events
- Grandstand seating for 1500
- One time watering/grooming of arena
- Use of warm up arena if needed and agreed upon prior to event



The following can be added to the rental at additional cost:

- Extra grooming at a rate of \$50/hour for tractor operator. See surcharges for additional information.
- Extra watering of arena at a rate of \$50/hour for water tank and operator plus cost of water. See surcharges for additional information.

Main Arena Cleaning Procedures:

- All rough stock pens and roping stock pens used must be cleaned after event. Event holder is responsible for removing all wastes from the fairgrounds. The county does offer assistance in cleaning/removing refuse at event holders cost.
- All hoses used for watering must be coiled neatly by hydrants
- All trash in grandstand area must be picked up and thrown in dumpsters.
- Crow's nest must be cleaned of all trash and swept.
- All arena lights and rough stock pen lighting must be turned off.

Restrictions:

- No glass containers are allowed in the arena or adjacent parking lots.

Warm Up Arena

Insert Picture of Warm-Up Arena

Entire Facility Area: 36,400 SF

Warm Up Arena Rental Includes:

- Outdoor Lighting
- PA System in Crow's Nest
- Bleacher seating for 50
- One time watering and grooming of arena

The following can be added to the rental at additional cost:

- Extra grooming at a rate of \$50/hour for tractor operator. See surcharges for additional information.
- Extra watering of arena at a rate of \$50/hour for water tank and operator plus cost of water. See surcharges for additional information.

Restrictions:

- No glass containers are allowed in the arena or adjacent parking lots.



Beef Barn Pavilion

Entire Facility Area: 14,400 SF

Beef Barn Pavilion Rental Includes:

- Covered pavilion with lights and many electric outlets.

Possible Uses Include:

- Swap Meets
- Flea Markets
- Barn Dances
- Vendor booth space
- Portable stalling
- Etc.

Beef Barn Pavilion Cleaning Procedures:

- All trash must be removed and put in dumpster.
- If shavings or other bedding material was used it must be removed from the fairgrounds by the event holder.
- All lights must be turned off at the end of the event.

Restrictions:

- No glass containers are allowed in the arena or adjacent parking lots.



Open Pavilion

Entire Facility Area: 2,250 SF

Open Pavilion Rental Includes:

- Covered pavilion with lights and electric outlets.
- Portable PA system
- Bleacher seating for 100

Possible Uses Include:

- Swap Meets
- Flea Markets
- Barn Dances
- Vendor booth space
- Picnic gathering
- Etc.

Open Pavilion Cleaning Procedures:

- All trash must be removed.

Restrictions:

- No glass containers are allowed in the arena or adjacent parking lots.



Horse Stall Pavilion

Entire Facility Area: 11,025 SF

Horse Stall Pavilion Rental Includes:

- 32 covered stalls
- Electrical outlets
- Lights
- Concrete Wash Rack

Horse Stall Pavilion Cleaning Procedures:

- All stalls used must be cleaned. Event holder is responsible for removing shavings and other bedding used from the fairgrounds.
- All lights must be turned out after use.

Restrictions:

- No glass containers are allowed in the arena or adjacent parking lots.



Parking Lot

Parking Lot Rental Includes:

- Tables and Chairs if requested in pre-planning meeting
- Portable PA system if requested in pre-planning meeting
- Bleacher seating if requested in pre-planning meeting.
- Area suitable for car shows, flea markets and much more.

Parking Lot Cleaning Procedures:

- Tables and chairs must be returned to exhibit building before leaving grounds.
- Remove all decorations and signage hung.
- Empty all trash cans and place bags in provided dumpsters.

Restrictions:

- No glass containers.



RV Campground

Entire Facility Area: **32 RV Hookups Spots**
 30 Dry Camping Spots

RV Camping Rental Includes:

- 30 amp electric service
- Water hookup service
- Bathroom & shower facility
- Laundry facility available

Dry Camping Rental Includes:

- Bathroom & shower facility
- Laundry facility available

Available at additional Cost:

- Sewage Dump for RV's
- Deposit due for key checkout for weekend and night use of bathroom/shower facility

Restrictions:

- No glass containers
- All dogs must be leashed when outside of RV/Camper

