

2018 Policies & Procedures Events Center & Fairgrounds Facility Rental Information



Established 1996
Updated 1999
Fees Established 2002
Updated 2004
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Introduction

Purpose of Policies and Procedures

The purpose of the Policies and Procedures is to provide a consistent guideline for Event Holders and users and to provide a safe and quality experience while using a Douglas County Facility.

These policies and procedures are in compliance with Douglas County Resolution R-013-153 as adopted April 2017.

Purpose of Fees

The purpose of fees is to generate revenue to offset the operational costs of the Facilities and to provide funds for future capital improvements.

Establishment of Fees

Rental fees for Douglas County Facilities will be reviewed 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

All standard fees are approved by the Douglas County Board of County Commissioners. Any variance of these fees within the established spending authority of Facilities, Fleet and Emergency Support Services (FFESS) Director may be approved by that Director on a case by case basis.

Definitions

These Policies and Procedures are applicable to the following Douglas County Facilities (hereinafter referred to as “Douglas County Facilities”, “Douglas County Facility”, “Facilities” or “Facility”):

EXHIBIT B:

Douglas County Fairgrounds

- Douglas County Events Center
- Kirk Hall
- Outdoor Arena
- Douglas County Indoor Arena
- Green Horse Barn
- Brown Horse Barn
- Whitman-Lowell Pavilion
- Multi-purpose Barn
- Livestock Barns
- Large Animal Barn
- CSU Extension Building - Garden Level Conference Rooms

*All the above-referenced exhibits are attached hereto and incorporated herein.

Douglas County or County

Board of County Commissioners, Employees of Douglas County, County Manager, Facilities, Fleet and Emergency Support Services (FFESS) Director, Fairgrounds Fair and Events Manager, Facilities Project and Maintenance Manager, Fairgrounds Facilities Maintenance Supervisor, technicians, custodial and support staff of any such department or office.

Event

Any activity that takes place on a scheduled date at a Douglas County Facility.

Event Holder

Any individual, organization, company or entity renting a Douglas County Facility.

Facilities Management

FFESS Director, Fairgrounds Fair and Events Manager, Facilities Project and Maintenance Manager, Fairgrounds Facilities Maintenance Supervisor and staff technicians.

Rental Agreement

Written agreement between Douglas County and Event Holder acknowledging use and fee arrangement for any Event held at a Douglas County Facility.

Fee Schedule Categories

Unless otherwise noted, rates are set forth in the Douglas County Facilities Rental Fee Schedule.

Standard Rate

- This rate applies to any private or for-profit individual, organization, company or entity.

Adjusted Rate

- This rate applies to any for-profit Events that charge facility admission, charge a participant fee, have ticket sales or vendor booth fees.
- These Events are charged a reduced base rental rate, subject to applicable surcharges.

Non-Profit Rate

- This rate applies to any non-profit groups who are using a Douglas 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 Facility.
- This rate applies to 4-H groups using the Events Center, Indoor Arena, Large Animal Barn and Louviers Village Clubhouse.
- The organization must be registered with the State of Colorado as a non-profit 501(C)(3) or similar qualifying non-profit entity.
- These Events are charged a reduced base rental rate, subject to applicable surcharges.

Douglas County Government

- Douglas County Government departments may use Douglas County Facilities at no charge.

General Usage Policies

Douglas County retains control and management of Douglas County Facilities always, shall have the right at all times to enforce these Policies and Procedures and shall have the right to eject all persons who fail or refuse to comply with the Policies and Procedures.

Access During Events

Facilities Management employees responsible for management and maintenance of the Facilities 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 Facilities Management in the formulation of an action plan and response to media inquiries. All accidents, occurrences and incidents must be reported to Facilities 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.

Douglas County Facilities Management has the right to require medical personnel, based on the type of Event, and Event Holder will be notified of such requirement prior to the Event.

Advertising

Event Holders shall not hang signs, bunting or other advertising materials anywhere on the premises of the Facilities without prior approval of Facilities Management. The County does recognize the need for Event Holders to display sponsor advertising; therefore, advertising materials and locations will be determined on an Event by Event basis.

Fairgrounds marquee – available for marketing for confirmed public events for an additional fee.

Alcoholic Beverages

Alcohol is strictly prohibited at all Douglas County Facilities, unless the following criteria are met:

1. Alcohol consumption must be outlined in the Rental Agreement and details determined (such as location, time, security plan) during planning meetings with Facilities Management.

Douglas County holds the liquor license for consumption of alcohol in the Events Center. Therefore, if alcohol is to be consumed in the Events Center, the Event Holder is required to use the current liquor manager. Event Holders, participants and guests are not allowed to bring alcoholic beverages into the Events Center; nor are they allowed to leave the Events Center with alcohol. To include liquor for raffles, silent actions, etc. unless by special permission.

2. If alcohol is to be sold in a Douglas County Facility other than the Events Center:
 - Event Holder must obtain a “Special Event Permit” (State of Colorado regulated through the Town of Castle Rock or Douglas County, depending on the Facility location). Details must be discussed during a planning meeting.
 - Event Holder must provide certificate of insurance, including liquor liability as described in the insurance section herein.
 - Event Holder must provide security plan to Facilities Management for final approval a minimum of thirty (30) days prior to scheduled Event.

3. If alcohol is to be served, or otherwise made available in a Douglas County Facility other than the Events Center, then the following requirements must be met:
 - Event Holder must provide certificate of insurance, including host liquor liability as described in the insurance section herein.
 - Event Holder must provide security plan to Facilities Management for final approval a minimum of thirty (30) days prior to scheduled Event.
4. Alcohol is prohibited from being sold or served at any Event being held for a person under the age of 21, including, but not limited to, baptisms, birthday parties, bar mitzvahs and youth oriented events.
5. If the Event Holder fails to disclose that alcohol is to be sold, served 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 Douglas County Sheriff's Office, and the Event Holder may be prohibited from using Douglas County Facilities in the future.

Animals

Event Holders utilizing a Douglas County Facility for any activity in which animals are used or exhibited shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, including those applicable to the humane care and treatment of animals. Event Holder assumes the full responsibility of complying with all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of the animals, which are under the Event Holder's care and control.

All animals must be penned, stalled and otherwise confined or under the direct control of the owner or handler at all times. Persons keeping animals on the Facilities must use every care to assure safety of visitors and other Facility patrons/personnel. Violation of this policy may result in removal of animals from the premises or Animal Control may be called.

Animals and pets are not permitted in several Douglas County Facilities, except for service animals as defined by Federal Regulations. Refer to specific Facility information. All pets must be on a leash in accordance with the laws of the Town of Castle Rock and/or Douglas County, depending on the Facility location.

Camping / RV Use

Camping or use of RV's at a Douglas County Facility shall only be permitted in designated areas for camping and parking for participants attending event only. Facilities Management will work with Event Holder to determine the location, additional fees and number of spaces allocated. The Fairgrounds has limited electrical hook-ups and a sanitary sewer dump station is not available. Overnight camping typically requires additional insurance coverage.

Cancellation of Event

All cancellations by Event Holder shall be in writing and effective upon receipt by Facilities Management. Douglas County shall not be responsible for any consequences, monetary or otherwise, due to cancellation by Event Holder. The maximum liability of the County to 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

Clean-up requirements differ for each Facility. 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, and the Event Holder may be prohibited from using Douglas County Facilities in the future.

Date Hold Deposit

The agreement is not considered confirmed until a 25% non-refundable Date Hold Deposit is received by the County. Due within 30 days of receiving the agreement or the date will be released for other Event Holders. Rental fees less than or equal to \$200.00 must be paid in full at the time of booking an Event.

The non-refundable twenty-five percent (25%) rental deposit shall be retained by the County upon the cancellation of any scheduled Event thirty (30) days or more before the scheduled Event. If the Event is canceled two (2) weeks or less before the scheduled dates, the County may retain the entire rental fee.

Damage Costs

Event Holder shall be held responsible for all damages to Douglas County Facilities and property. All costs deemed necessary and incurred by Douglas County for replacement and/or repairs caused on behalf of Event Holder will be billed to Event Holder within ten (10) working days after the Event. Payment must be made within fifteen (15) days after receipt of billing.

Decorations

Facility requirements differ for decorating. Refer to the specific Facility section for details. All decorating plans must be approved by Facilities Management with your floor plan due a minimum of thirty (30) days prior to an Event. Regardless of the Facility or the type of decorations, the Event Holder must remove all decorating materials immediately following the Event.

Deliveries

Deliveries will not be accepted by any Douglas County employee for any Event or Event Holder.

Event Marketing

Douglas County Facility Management employees shall not be responsible for Event promotion. The Fairgrounds office phone number as well as any Douglas County phone number shall not be published or placed on any promotional material for any Event or otherwise published in connection with an Event. The Douglas County logo may not be used on any promotional material without the prior written approval of Douglas County Facilities Management.

Event Staffing

Event Holders shall provide all security, ushers, announcers, ticket takers, clean-up crew and other personnel necessary to conduct the activities described in the Rental Agreement. Douglas County may be able to provide personnel for limited activities at its sole discretion. A Facilities 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.

Facility Alterations

Event Holders may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any the Facilities.

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. Facilities Management will work with Event Holder during planning meetings to ensure compliance with the UFC. However, Event Holder is ultimately responsible for compliance. Event Holders should contact the appropriate Fire Department at least thirty (30) days prior to the scheduled Event and are required to fill out and submit application. Open fires may be permitted in the sole discretion of Facilities Management, but prior written approval must be obtained; however, such approval may be revoked at any time by Facilities Management.

Fireworks

Fireworks may be permitted with the prior approval of Facilities Management and the Town of Castle Rock, if applicable, depending on the Facility location.

Floor / Area Plans

Event Holders shall submit floor/area plans to Facilities Management at least thirty (30) days in advance of Event. The plan should include decorations, dimensions of all aisles, booths, table and chair locations, parking areas, loading and unloading areas, etc. Facilities Management will work with each Event Holder on specific needs and requirements to ensure compliance with fire safety standards and Facility requirements.

Food Service / Event Catering

Food service in all Facilities shall meet the general health standards of the Tri-County Health Department. All details shall be discussed in Event planning meetings.

Events held at the Fairgrounds have the option to choose their own caterers / concessionaires for food service. Caterers and concessionaires must be a licensed food service company and Tri-County Certified.

Events being held in the Event Center must pay a catering surcharge as outlined in Exhibit A.

Food and beverage distributed by exhibitors in the Events Center are limited to products manufactured, processed or distributed by the exhibiting firm and are limited to a four (4) ounce sample size.

General Compliance

Event Holder further agrees to absolutely comply with all the terms and conditions indicated in this Policy and Procedure book or as indicated in the written Rental Agreement. Any failure to timely comply may be subject to additional fees and even cancellation of the Event with or without an opportunity to cure the non-compliance at the sole discretion of the County. Event Holder agrees to comply with all applicable governmental agencies rules, ordinances and statutes. Event Holder assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with the requirements of the Town of Castle Rock, Douglas County and the State of Colorado, depending on the Facility location.

Glass Containers

Glass drinking containers are not permitted in any Douglas County Facility or parking lot.

Hazardous Waste

The Event Holder agrees, at all times Event Holder is on Douglas County property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Douglas County and/or any applicable laws. In the event, the Event Holder shall be in possession of such hazardous or toxic waste, Event Holder shall immediately notify Facilities Management and the Colorado Department of Environmental Protection 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 Douglas 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 Facilities Management, or otherwise violate the provisions of this paragraph, Facilities 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 County and any other applicable fees. Such fine shall be imposed by Facilities 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, Event Holder is responsible for informing such exhibitors or food service operators that a permit from the Tri-County Health Department is required and provide said permit to Facilities Management. Event Holder shall contact the Tri-County Health Department at (303) 663-7650 at least thirty (30) days prior to the scheduled Event.

Indemnification

To the fullest extent permitted by law, Event Holder shall indemnify and hold harmless the 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 Events Holder's Event or use of a Facility, 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 Event Holder, any officer, employee, representative or agent of Event Holder, anyone directly or indirectly employed by Event Holder, or anyone for whose acts 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 the sole negligence 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 herein.

With respect to any and all claims against the County or any of its officers, employees or agents by any employee of Events 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 from 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 Douglas County, its officers, agents, and employees harmless from any claims or costs, including legal fees, which might arise from use of any such material. The Douglas County logo may not be used on any promotional material without the prior written approval of Douglas County.

Key Distribution

Facility keys distribution will be arranged during Event planning meetings.

Failure to return the keys at the specified time may result in forfeiture of the security deposit.

If the County must re-key the Facility due to the Event Holder's loss of keys, all such costs shall be paid by Event Holder.

Liability Limitations of Parking

Douglas County shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on County property. Event Holders are required to park in designated parking. Guests of a Douglas County Facility 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

Douglas County shall not be responsible, under any circumstances, for property of the Event Holder while on a Douglas County Facility. Douglas County Facility Management will not accept lost and found articles for distribution; unclaimed articles must be held and distributed by the Event Holder. In addition, Douglas County Facility 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 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

Pursuant to Resolution No. R-013-153, smoking is prohibited at all times within all buildings owned, leased or operated by Douglas County.

Noise Restrictions

Noise levels shall not violate State law and/or the laws of the Town of Castle Rock, depending on the Facility location, at any time.

Parking Lots and Roadways

Multiple Events may be conducted simultaneously at Douglas County Facilities. It is the Event Holder's responsibility to coordinate with Facilities Management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency units as well as for County maintenance workers. Use of parking lots is subject to availability. Parking lots may be used only for purposes associated with the Event. Overnight parking may be limited in the sole discretion of Facilities Management. No flyers shall be placed on any vehicles using the parking lot for any Event.

Photos

Facilities Management may take photos of public Events held at Douglas County Facilities. These photos shall be the property of Douglas County and may be used by Facilities Management for educational or promotional materials.

Planning Meeting

As deemed necessary by Facilities Management, planning meetings will be conducted for certain Events. These meetings shall be scheduled on an agreed upon date and time. All planning meetings must take place no later than 30 days prior to Event Holder's scheduled Event.

Reservations

Event Holders must contact Facilities Management to determine date availability and complete a Rental Agreement. Consideration may be given to the Event Holder to rent the same dates for the following year; however, there is no guarantee. Event Holder must notify Facilities Management in writing with intent to return within 60 days following this event.

Sales Tax Collection

Event Holders and Event Holder vendors are responsible for payment of all sales, use, assessments and/or fees in compliance with the requirements of Douglas County, the Town of Castle Rock and the State of Colorado, depending on the location of the Facility. It is the responsibility of Event Holders and/or the Event Holder's vendors to collect and submit payment.

Security

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

Security Deposit

Event Holder may be required to post a security deposit to defray the cost of repairs and clean-up, at the sole discretion of the 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 thirty (30) days prior to commencement of the Event.

Sub-Leasing

Event Holder may not, under any circumstances, sub-lease Facilities, equipment or materials owned by Douglas County, without the prior written approval of Facilities Management. Facilities Management employees have the sole authority for renting or leasing Facilities.

Time of Events – Operating Hours

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" 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 the County.

Use of / Loss of County Equipment

Without prior coordination and agreement of Facilities 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 Douglas County.

Use Restrictions

Douglas County and/or Facilities Management may refuse Event bookings in its sole discretion when the Event may cause undue or unusual damage to the Facilities or that may violate local, state or federal laws, rules or regulations.

Douglas County and/or Facilities Management may refuse Event bookings in its sole discretion when a requested Event conflicts with a similar Event previously scheduled on the premises. Once a Rental Agreement has been signed and executed and a deposit has been paid in full to the County, the County may, in its sole discretion, agree not to schedule a like Event on any part of the Fairgrounds during the same period as that scheduled by the Event Holder.

Only the Board of County Commissioners may waive any part of these Policies and Procedures. A waiver must be done in writing and at public hearing.

No Event shall be booked at the Douglas County Fairgrounds or interfere with the Annual Douglas County Fair and Rodeo between the time of July 15 through August 15 (or through the second weekend of August) without the prior written approval of the Douglas County Fair Board.

The Policies and Procedures in place at the time of the signing of the Rental Agreement will govern.

Payment Policy

Method of Payment

Event Holders whose rental fees are more than \$201.00 shall pay a non-refundable twenty-five percent (25%) rental deposit within 30 days of receiving the agreement. The balance of the rental fee must be paid in full 30 days in advance of Event Holder's scheduled Event. Rental fees less than or equal to \$200.00 must be paid in full at the time of booking an Event.

Douglas County Facilities accepts cash, personal, business or cashier checks, money orders or credit cards for an additional fee

Bad Check Policy

Any checks returned by the bank for any reason will be assessed the actual return fees charged to Douglas County. Event Holder will then be required to make payment with certified funds. The Event will not be held until certified funds are received. The County will not accept a reservation for a future Event from a prospective Event Holder owing monies to Douglas County. 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 twenty-five percent (25%) date hold deposit shall be retained by the County upon the cancellation of any scheduled Event two (2) weeks or more before the scheduled Event. If the Event is canceled two (2) weeks or less before the scheduled dates, the County may retain the entire rental fee and the security deposit may be refunded. If the County cancels the Rental Agreement for any unforeseen reason or act of God, then all monies paid to the County by the Event Holder shall be refunded. Any liability of Douglas County shall be limited to the fees paid by the Event Holder.

Limitation of Liabilities

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

The Event Holder shall 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 shall provide limits as indicated herein. The policy shall be applicable to all premises and operations. The policy 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 contain a severability of interests provision. The policy shall also include all phases of the Event (set-up preparation, actual Event, specific hours of occupancy and clean-up). 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 shall provide Facilities Management the required certificate(s) of insurance naming Douglas County, Colorado, its officers, agents, and employees as additional insureds 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 Douglas County as additional insured. The required certificate(s) of insurance shall be provided to Facilities Management at least two (2) weeks prior to occupying a Douglas County Facility. The Event Holder shall not be permitted to occupy or use a Douglas 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 I	\$1,000,000	\$1,000,000
Schedule II	\$2,000,000	\$2,000,000
Schedule III (special risks)	Limits 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+) (applies also to Caterer)	\$2,000,000	\$2,000,000

**Douglas County Facilities Management
Sample Rental Agreement**
Actual Rental Agreement must be obtained by Fairgrounds Office

This Rental Agreement is entered into on this ____ day of _____, 20__ by _____, hereinafter referred to as EVENT HOLDER, whose address is _____

and Douglas County, Colorado, hereinafter referred to as COUNTY, whose address is 100 Third Street, Castle Rock, Colorado 80104.

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

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

2. Event information:

A. NAME OF THE EVENT: _____

B. BRIEF DESCRIPTION OF THE EVENT: _____

C. DATE OF EVENT _____ TIME: _____
Set Up: _____

Event: _____

Tear Down/Clean Up: _____

D. ESTIMATED NUMBER OF USERS
Participants _____ Spectators _____

3. The Facilities to be rented are as follows:

<u>FEE</u>	<u>FACILITY / EQUIPMENT</u>
\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	_____

TOTAL = \$ _____

4. RENTAL FEES:

A non-refundable twenty-five percent (25%) rental deposit of \$_____ shall be paid at the time of booking an Event. **The balance of the rent due shall be paid at least two weeks prior to the scheduled Event.**

DATE DUE: _____

BALANCE DUE: _____

5. The Event Holder shall post a security deposit in the amount of: \$_____. The deposit will be refunded if the Facility is left in a clean state and there are no damages. The deposit shall be due and payable a minimum of two (2) weeks prior to commencement of the Event.

DATE DUE: _____

Please make all checks payable to DOUGLAS COUNTY.

6. SURCHARGES

Amount

Surcharge Type

\$ _____
\$ _____

All applicable surcharges shall be paid to the County within fourteen (14) days following the Event

INSURANCE/INDEMNIFICATION: The Event Holder shall provide at Event Holder's expense, commercial general liability/ general liability insurance in the amount of \$_____ to provide coverage for all phases of the scheduled Event. A certificate of insurance must be provided to Facilities Management prior to occupying the Facility for any phase of the scheduled Event. The certificate of insurance must name Douglas County as additional insured.

DATE DUE: _____

The Event Holder 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 Douglas County Facility except as otherwise stated herein.

POLICIES AND PROCEDURES: In signing this Rental Agreement, the Event Holder signifies that he/she has been provided a copy of the Policies and Procedures governing the use of the Douglas County Facility and has had an opportunity to review those Policies and Procedures.

EVENT HOLDER

COUNTY OF DOUGLAS
STATE OF COLORADO

Please Print Name

By: _____

Signature (Authorized Representative)
Address _____

500 Fairgrounds Drive
Castle Rock, CO 80104
(720) 733-6900
Fax (720) 733-6901
DATE: _____

Phone _____
DATE: _____