

# Welcome to the Delta County Fairgrounds



Hotchkiss, Colorado



Welcome to the Delta County Fairgrounds. It is our intention to make every visitor to the Fairgrounds feel welcome and to provide the best possible service to you and those in attendance at your event. The Delta County Fairgrounds is a family oriented facility and plays host to all types of commercial, business, youth and private events throughout the year. It is the site of the annual Delta County Fair held each August and home to most Delta County 4-H activities.

In order to answer questions that you may have regarding our facilities, available services, and to ensure that users of the Fairgrounds understand the rules and policies which have been established, we have produced this Event Holder's Guide. It covers the operating policies and procedures of this facility and is organized in an A to Z format.

Please contact us if you have additional questions that are not covered in this guide. All policies and procedures are subject to change.

We look forward to serving you!!

## **Contact and Operations Information**

Les Linman, Fairgrounds Maintenance  
Delta County Fairgrounds  
403 S. 4<sup>th</sup> Street, Hotchkiss, Colorado 81419  
(intersection of 4<sup>th</sup> & Bridge)  
970-234-3971 Business hours only, M-F from 8 a.m.-4 p.m.)

[www.deltacounty.com](http://www.deltacounty.com) (click on Fairgrounds)

---



## Areas of the Fairgrounds

The Delta County Fairgrounds (DCFG) is divided into seven areas for event purposes. Listed below is a brief description of each area.

**Heritage Hall:** has approximately 6,500 square feet to accommodate weddings, large meetings, receptions and dances. Tables and chairs are available for use, a movable warm up kitchen and P.A. system. Heating and cooling systems are provided for comfort for events at any time of the year. Restrooms and showers are available with rental of the Hall. Seasonal restrooms and showers are available for public use from mid April to mid November.

**Event Center:** is a covered arena that is approximately 150' x 200'. Small bleachers are provided that can seat 400 to 450 people. This area accommodates all types of equestrian events, livestock shows and concerts. Dimensions for the concert stage are 24'x24' or 24'x48'. The concert stage is available for a fee.

**Delta County Fairgrounds Park:** is a large, well groomed park available for weddings, family reunions, picnics, etc. There are no BBQ pits, but feel free to bring your own grill. The front of the park has RV hookups available with electricity and water for a small donation, there are no sewer hookups. The Delta County Fairgrounds Park is free to the public on a first come – first serve basis.

**Outdoor Arena and Grandstands:** are approximately 160'x220' and are used for all equestrian events including rodeos, team penning, roping, barrel races, etc. The outdoor arena and grandstands provide a sound system and announcer stand, bucking chutes and roping chutes. Seating in the Grandstands, with additional seating available, will accommodate approximately 2,000 people. The concert stage is also available for use in the arena.

**Baseball Fields:** there are two (2) baseball diamonds available for public use. The dugouts are covered to provide comfort and protection while using the fields. Little League Baseball has priority for the baseball fields from April until July. Anyone interested in using the baseball fields will need to check with DCFG staff to ensure Little League Baseball is not scheduled at that time.

**Livestock Barn:** This area has a complete set up, individual stalls and weighing station, for hogs, sheep, goats, poultry, rabbits and other small animals.

**Doctor Charles Maloney Nature Park:** features beautiful large trees, native grass, and a picnic area that is close to the river. Horseback riding is allowed in this park. A small camping site is available, hookups are not available.

**Parking Lots:** are large enough to provide ample parking for all vehicles for all events.



## **General Use Policies A to Z**

*Delta County Government retains control and management of the Delta County Fairgrounds (DCFG) at all times, and has the right to enforce all rules and regulations described, and has the right to prohibit the admission of any person who fails to comply with the rules and regulations.*

### **Access During Events**

Delta County and DCFG employees are responsible for the management and maintenance of the Fairground facilities and property and have the right to access the facilities and property at any time during any event.

### **Accidents and Injuries**

When an accident and/or injuries occur, it is imperative that first aid be administered at once. Notification should then be made to any emergency services either on the property, if available, or by calling 911.

If security services are employed, notification should be made to the chief of security at that time and any paperwork completed as required. If there is no security employed at the time of the accident/injury, please contact the DCFG staff at 970-234-3971 and complete any required documents at that time.

For those individuals or organizations involved in equine or llama activities, please be aware of the Colorado law regarding such activities.

### **Additional Services**

Event Holders may need to provide any ushers, announcers, traffic control, trash crew, and other personnel necessary to conduct the event or activity.

If the Event Holders use the facilities when staff is not regularly scheduled, they may need to have a DCFG employee present or available. The Event Holders will be required to pay for the services at the hourly rate for that assigned employee on that day. In some cases the Event Holder will be charged the overtime rate per hour for that assigned employee. DCFG will attempt to minimize these charges, however, these costs are ultimately borne by the Event Holder as the user of the facility.



## **Alcohol/Illegal Substances**

**The DCFG is a drug and alcohol free zone. No unauthorized alcohol consumption is allowed.**

Special permission to sell alcohol may be granted to those events for which a special event liquor license has been issued (see below for Special Event Liquor License).

The sale of alcohol is solely at the discretion of the County and the Town of Hotchkiss, which issues the Special Event Liquor License. Any illegal sales or entry of alcohol on the DCFG, or any unauthorized consumption outside of the licensed areas, will cause the immediate termination of the event or activity.

Violations of this policy by you, anyone associated with you or your organization, any user or any person associated with a user, may result in the termination of your license, and you and all associated parties will be required to vacate the premises immediately. The violators may be subject to arrest and prosecution.

## **Special Event Liquor Licenses**

Special Event Liquor Licenses are available from the Town of Hotchkiss for areas within the Town limits on DCFG. If the event is to take place outside the city limits of Hotchkiss, but is still on the Fairgrounds, a Special Event Liquor License will need to be obtained from the Delta County Clerk and Recorder. If you wish to obtain one of these licenses, you must receive a letter of authorization from Delta County prior to applying for the Special Event Liquor License. **Special Event Liquor Licenses are available to non-profit organizations only** and have guidelines and restrictions. Interested groups should contact Les Linman at (970) 234-3971 at least two months prior to their event.

## **Camping on Delta County Fairgrounds**

Overnight camping is allowed at DCFG. 20 camping spaces with electrical hook-ups are available for a donation of \$6.00 per day (14 day limit). In addition, showers are available from April through October for a donation of \$2.00 per day.



### **Cancellation of an Event or Activity**

If the Event Holder needs to cancel an event or activity they should immediately notify the DCFG in writing 30 days before the scheduled event. This will allow enough time to book another event in its place.

If written notification is received 30 days or more prior to the first scheduled day of the event, the Event Holder will pay a cancellation fee in the amount of 25% of the User Fee. If the written notice is received at the DCFG office less than 30 days prior to the first scheduled day of the event, the Event Holder will pay a cancellation fee in the amount of 50% of the User Fee. The Event Holder will remain fully liable for any and all incidental costs and charges incurred by the Fairgrounds in preparing for the event or activity.

### **Cleaning the Facilities**

The DCFG endeavors to maintain a clean, safe, and attractive facility at all times. Heritage Hall is cleaned and prepped by DCFG staff prior to each activity. It is the responsibility of the Event Holder when using the buildings to clean the floors, bundle trash, and store tables and chairs properly after their event. All cleaning equipment and instructions are provided by DCFG. DCFG reserves the right to charge the Event Holder, or retain from the damage deposit, the cost of any type of clean up or damage, including the removal of unusual amounts of rubbish.

### **Compliance with all Laws**

All visitors and Event Holders, while on the premises of the DCFG, will comply with all laws of the United States and the State of Colorado, all ordinances, resolutions, requirements, and agreements of the County of Delta, and the Town of Hotchkiss, all rules and lawful requirements of the Sheriff's Office and Fire Departments or other authorities of the County of Delta having jurisdiction in the circumstances, including the Town of Hotchkiss or the Hotchkiss Marshall Department, and all policies and procedures, requirements and agreements of the DCFG. Anyone found to be in violation of any of the above will immediately desist from or correct such violation, and may be subject to removal from the premises, and arrested by law enforcement.



## **Damage Deposits**

All Event Holders are required to post a damage deposit prior to the event. The deposit will be refunded if the facility and property are left in a clean state and there are no damages. The deposit is due and payable 30 days prior to the first day of the event. Deposits for events scheduled less than 30 days in advance are due at the time the event is scheduled. Refer to page 10 for rates.

The Event Holder is held responsible for all damages to the DCFG property. All costs deemed necessary and incurred by Delta County for replacement and/or repairs caused on behalf of the Event Holder will be billed within ten (10) working days after the event.

DCFG may require an Event Holder to set up a pre and post event inspection with DCFG staff. This will help determine specific needs and will help facilitate the post event refund of the damage deposit. DCFG reserves the right to make the final determination of the refund, if any.

## **Decorations**

Decorations or materials to be used as decorations must be approved by DCFG staff. It is the responsibility of the Event Holder to remove any decorating materials immediately following the event. If decorations are not removed, the cost of removal will be deducted from the damage deposit.

## **Donations to the Delta County Fairgrounds**

From time to time groups have donated labor, materials and equipment to the DCFG for use at the Fairgrounds. It is understood that these donations become property of Delta County at that time. It is also understood that these donations in no way confer special privileges or discounts upon the donors to the Fairgrounds.

## **Emergency Medical Personnel**

Emergency Medical Technicians (EMT) are required at each event where there is substantial risk of injury to the contestants or audience.

**Securing and/or notifying EMT and paramedic personnel is the responsibility of the Event Holder.** The word "notified" indicates that the Event Holder has notified local paramedics or emergency dispatchers of the nature of the event, and start and end times. The Event Holder must verify this notification by providing a written copy to the DCFG.



## **Equestrian Area and Arena Usage Guidelines**

- ▶ **Activities:** Riding arenas are open from dawn until dusk. Please read any notices and check the posted schedule before riding in the arena as groups and associations may have booked events with arena exclusivity. No riding is allowed unless pre-scheduled or during open riding times. Violation of these rules and regulations may result in revocation of access to the property.
- ▶ **Arena Grooming:** Grooming of the arena is handled by DCFG staff only. We are happy to provide this service for all events. Equipment that is not owned by Delta County shall not be used on Delta County property without written authorization from DCFG staff.
- ▶ **Arena Hardpan:** The arena hardpan has been groomed to special standards to accommodate diverse events. Any damage to the hardpan, whether intentional or accidental, will result in loss and damage assessment against the users of the facility. It is imperative that the hardpan be protected, and not penetrated in any way. Stakes or other items that could potentially damage the hardpan, or create a potential hazard for animals, are not allowed in the arenas.
- ▶ **Dogs:** Dogs must be on a leash at all times while on Delta County property. Owners are required to clean up all manure left by their animals.
- ▶ **Grass Lawn Area:** No horses are allowed on the grass or allowed to be tied to the white vinyl fence around or near the grassy lawn area.
- ▶ **Helmet Policy:** DCFG does have a helmet policy for riders 17 years of age and under as follows:  
**Delta County Policy on Helmets**  
Due to the unpredictability of equine behavior, and a concern for the health and well being of children, the Board of Commissioners of Delta County has adopted a policy requiring the use of equine industry standard helmets or the signing of a notarized waiver of liability by the parent or guardian. This policy applies to individual riders and boarders, as well as all organizers, and promoters of equine events. Organizers and promoters shall assure that all participants are in compliance with this policy. Contact the DCFG office for the Helmet Waiver of Liability. Riders age 17 and under who do not comply with this policy will lose their privilege to participate in any further activity at the Fairgrounds until the signed and notarized waiver is provided. The waiver is provided in the back of this handbook.
- ▶ **Horse Right-Of-Way:** In all areas of the DCFG, horses have the right-of-way over vehicles. Pedestrians have the right-of-way over all vehicles and horses.



- ▶ **Manure and Trash:** Owners are required to clean up all manure left by their animals, including horses outside of the arena. Manure is to be placed in designated areas only. These areas are posted with an identification sign and instructions. Trash must be placed in the appropriate containers and dumpsters. If an Event Holder fails to place all animal waste and trash in the proper locations, DCFG will assess labor charges that will be withheld from the damage deposit.
- ▶ **Riding Only:** Arenas are available for riding only. Horses are not to be turned loose at any time.
- ▶ **Scheduling:** Scheduled events and organized riding activities for groups are scheduled through the Fairgrounds office and take priority over individual open riding. To reserve a specific time, call the DCFG office.
- ▶ **Tie-Ups:** Tie-ups are allowed only in designated areas. Violators will be assessed a clean up and damage fee. Absolutely no tie ups allowed in the parking areas, to barn doors, water faucets, arenas, or similar devices or structures. **The tying of horses to any arena is not permitted.**
- ▶ **Wash Racks:** Animals are to be washed only at wash racks. Washing of vehicles at wash rack is prohibited.
- ▶ **Equine and Llama Law:**  
“**WARNING**”: 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.  
  
“**WARNING**”: Under Colorado Law, a llama professional is not liable for an injury to or the death of a participant in llama activities resulting from the inherent risks of llama activities, pursuant to section 13-21-119, Colorado Revised Statutes.

*End of Equestrian Only Section*



## **Equipment on Delta County Fairgrounds**

**Operation of County Equipment:** Use of equipment owned by Delta County and DCFG is at the discretion of the Fairgrounds Management. County equipment must be operated by County personnel or by volunteers who serve on the Delta County Fair Board. Fairgrounds equipment, such as bleachers, tables, trailers, and motorized equipment may only be moved by Fairgrounds staff or individuals specifically authorized by Fairgrounds staff. Cost for damage, maintenance, or any action to return equipment to its prior condition will be charged to and paid by the Event Holder.

**Non-County Owned Equipment:** Personal equipment brought to the DCFG for operation, such as for modifying or grooming the arenas, must be approved by Fairgrounds management in advance. All work performed on the facility must be approved in advance, and presented in detail to Fairgrounds management. Any repairs for damage that might be caused due to work, whether it is approved or not approved, will be paid by the Event Holder. Prior to the commencement of any work on DCFG property, proof of insurance must be filed with the DCFG.

## **Event Operating Hours**

The Delta County Board of Commissioners has established specific operating times for events held at the Delta County Fairgrounds.

Events held at the DCFG will need to be completed prior to or at 11:00 PM on weekdays (Monday through Thursday) and 12:00 midnight on weekends and holidays. No exceptions will be made to extend any event past midnight. This includes events held at the Delta County Fairgrounds Park, the Covered Arena, the Grandstands, Heritage Hall, parking lots, or any other area of the Delta County Fairgrounds.

## **Event Setup**

Event setup is the responsibility of the Event Holder.

## **Facility Alterations**

Event Holders shall not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any of the facilities. Special event requirements must be submitted in writing a minimum of 60 days prior to the event to the Delta County Fairgrounds staff. Any necessary alteration will be performed by county staff and charged to the Event Holder.

## **Facility Lighting**

All facility lighting requirements will be covered in individual event contracts.



## **Fees and Rates**

DCFG is owned by the County of Delta, Colorado and is provided for the use and enjoyment of the citizens of Delta County. Cost of maintaining this facility are borne partially by the citizens of Delta County under the auspices of the Delta County Board of County Commissioners (BoCC), and partially by the direct users of the Fairgrounds. Fees and rates are reviewed annually by the BoCC.

### **Heritage Hall**

Cleaning & damage deposit	\$200.00
Daily fee	\$125.00
Daily fee for gas and electrical usage	\$25.00

### **Old Beef Barn**

Cleaning & damage deposit	\$200.00
Daily fee	\$100.00

### **Outdoor Arena & Grandstands**

Cleaning & damage deposit	\$300.00
Daily fee	\$175.00
Daily fee for gas and electrical usage	\$40.00

### **Covered Event Center**

Cleaning & damage deposit	\$300.00
Daily fee	\$175.00
Daily fee electrical usage	\$40.00

### **Sound System**

Damage deposit	\$100.00
Daily fee	\$85.00

.  
.

## **Fee Payment Schedule & Deadlines**

User fees are due and payable no less than 30 days prior to the first scheduled day of each event, whether it is a set up day or the event day. If the Use Agreement is being executed less than 30 days before the first scheduled day (set-up or event day) then the User Fee is due immediately upon execution of the Use Agreement.



### **Fee Payment Responsibility**

The Event Holder must pay all costs and incidental charges incurred in staging the event on the DCFG. Such costs and incidental charges include, but are not limited to: electrical services, security, excessive water usage, specialized equipment usage, tables, chairs, bleachers, stages, and any labor or machinery costs associated with your event. Invoices are generated within 10 working days after the event and payment is due upon receipt.

All fees which are due in accordance with the Use Agreement shall be delinquent after 10 business days of the due date and shall accrue interest at the rate of 18% per annum. Fees not paid after 90 days will be assessed additional fees to the extent allowed by law and the account may be assigned to a collection agency, or pursued through legal proceedings at the County's election.

### **Fee Waiver or Reduction Requests / Special User Groups**

It is the policy of the Delta County Fairgrounds that events paying full fee have priority over those activities that are paying a reduced fee or have been awarded complimentary use. Others will be considered based on time of request, potential benefit to the community and to the DCFG. Please contact the DCFG for a Use Agreement Form. These requests are approved by the Board of County Commissioners and are handled on an individual basis.

### **Fire Regulations**

Open fires are prohibited except as authorized by the Use Agreement. Contact DCFG for Use Agreement Form.

### **Flammable Materials**

Please exercise caution when decorating or setting up displays to keep any potentially flammable materials away from heat or electrical sources.

### **Food & Beverages**

Events held during Fair events in other areas of the Fairgrounds may have outside food vendors or catering services. Food vendors are charged a vendor fee and must have commercial liability insurance as well as a retail food establishment license and meet Delta County Health Department codes. The "residential style" kitchen in Heritage Hall can be used for family potluck events and is included in the building rental.



### **Glass Containers**

Glass containers are **prohibited** on DCFG property. There is no exception to this rule.

### **Governing Law**

Use of this facility, is governed by, construed and enforced in accordance with the laws of the State of Colorado and the Town of Hotchkiss, Colorado. The venue for all legal proceedings hereunder shall be Delta County, Colorado.

### **Insurance Requirements & Indemnification**

Liability insurance is required for all commercial and some non-commercial events held at the Delta County Fairgrounds. It is the responsibility of the event holder to obtain, at its own cost and expense, said insurance(s) necessary. Requirements are established with each Use License and are based on the planned activity. DCFG general requirements are listed below.

No individual or organization shall be allowed to use the facilities at the Delta County Fairgrounds unless all requirements for insurance are met. These requirements pertain to all users without exception, including promoters, organizers, vendors, and private individuals. If an individual or organization fails to comply with the insurance regulations, DCFG reserves the right to cancel the scheduled event. Please contact the Fairgrounds office in advance to discuss insurance requirements for your planned activity.

**Certificates of evidence showing insurance must be provided to DCFG in advance on an Acord 25-S form (or similar) with Delta County Fairgrounds identified as the Certificate Holder and include the endorsement language shown below:**

Licensors, its officers, officials, employees and volunteers are  
ADDITIONAL INSUREDS, as respects liability, on behalf of  
the Licensee, arising out of this License.

**The general requirements are as follows:**

- Commercial and Public Events \$1,000,000.00 minimum coverage

Commercial General Liability coverage as a combined single limit per occurrence for bodily injury, personal injury and property damage is established by each Use License.



- ☒ Automobile Liability \$1,000,000.00

Required for all commercial vehicles utilized by the Event Holder in the production of the event. Automobile Liability that is required is generally \$1,000,000.00 accident for bodily injury and property damage.

- Workers Compensation Insurance is required for all commercial events within the scope and limits set as required by the laws of the State of Colorado.

- ☒ Host Liquor Liability Insurance \$150,000.00 per injury/per occurrence

A separate policy is needed for private events where alcohol is given away (e.g. weddings) if the host family does not have homeowners insurance.

- Liquor Legal Liability Insurance (where alcohol is sold) \$150,000.00 per injury \$1,000,000.00 Aggregate per event includes a per drink charge, admissions, donations, and/or tips.

## **Indemnification**

This is agreed by all Event Holders:

You shall protect, defend, indemnify, and hold harmless the Delta County Fairgrounds, Delta County, the Town of Hotchkiss, its officers, officials, employees and agents free and harmless from, and against, any and all losses, penalties, damages, illnesses, or liabilities of every kind and character arising out of, or relating to, any and all claims, obligations, actions, proceedings, liens, or causes of action arising directly or indirectly, out of activities contemplated under your Use Agreement. Without limiting the generality of this clause, any and all such claims or actions relating to personal injury, or of any other tangible or intangible personal or property right, whether or not arising under the constitution of the state or federal government, or actual or alleged violation of any other applicable statute, ordinance, administration order, rule or regulation, or decree of court, shall be included in the indemnity hereunder.

## **Law Enforcement**

All rules, regulations, and policies of the DCFG are enforceable by the Delta County Sheriff and the Town Marshall, the Town of Hotchkiss along with any contracted security service in accordance with Colorado Revised Statutes 29-7-101 and as directed by the Delta County Board of Commissioners. In general, the first provider shall be the Town of Hotchkiss. For emergencies call 911.



### **Licenses, Taxes, Fees, and Permits**

Special licenses and permits may be required for your event. Be sure to check with all applicable authorities to be certain you are in compliance at all levels. The Event Holder must obtain all permits and/or licenses required by applicable law, ordinance, resolutions and rules. Please provide copies of all required permits and/or licenses to DCFG prior to the event.

Special taxes and fees may be applicable. Any and all taxes, fees and assessments, including but not limited to, license fee, fees for permits, profits, sales or use taxes, personal property taxes or any other taxes that may be levied or assessed on the assets, shall be borne and paid by the Event Holder.

### **Names of the Fairgrounds**

Event Holders may make mention or reference to the DCFG in any advertisement, ticket, placard, or other written or printed matter as well as any photograph, motion picture, television, tape recording or other matter circulated or published. The only name(s) that may be used in reference to the facility is Delta County Fairgrounds, Fairgrounds or structures as named by the County.

### **Noise Ordinance**

The Town of Hotchkiss enforces its noise ordinance on the DCFG. Promoters of special events involving music or excessive noise levels must notify the Town of Hotchkiss.

### **Non – Discrimination**

No Event Holder using DCFG shall discriminate in the use of the premises against any person because of race, creed, color, religion, national origin, political belief, or affiliation, age or sex, or disability. Everyone on the premises of the Fairgrounds must be in compliance with the Americans with Disabilities Act of 1990 (PL 101-336). If you have any questions, or need assistance in this area, please contact the Fairgrounds office.

### **Nonexclusive Licenses**

The Use Agreement is not an exclusive agreement. The DCFG, at its sole discretion, may enter into use agreements with other entities for events of a similar nature that are covered under the existing Agreement. Whenever possible, DCFG attempts to keep some separation between similar events deemed as competing. DCFG will attempt to advise you of other events taking place which may impact your event.



### **Obstructions of Facilities or Grounds**

Pedestrians and vehicular traffic on the DCFG can be substantial. No portion of the sidewalks, entryways, passages, halls, or way of access to public utilities on the premises shall be obstructed.

### **Occupancy Limits**

Admission tickets sold at the DCFG must not be in excess of the seating capacity of the premises granted under each Use Agreement License. Due to safety concerns, occupancy levels are set by the DCFG, Delta County and the Hotchkiss Fire Department, and any other applicable codes and regulations.

### **Parking on the Fairgrounds**

For the safety of all users, and in compliance with local and state codes/ordinances, no parking is allowed in fire lanes or where otherwise posted “**No Parking**”. Vehicles found in violation of this policy will be towed away at the owner's expense.

### **Photos**

DCFG may record events and activities taking place on the property. All users of the DCFG, by virtue of their presence on the property, are consenting to allow Delta County, and the Fairgrounds, rights to photograph them, their guests, participants, and the event itself while on the property. These photographic or video images shall be the property of Delta County and are for educational, promotional, or documentation purposes only.

### **Promotion of Events**

The Event Holder shall have the responsibility to promote its event to be conducted at the Fairgrounds, however, DCFG reserves the right to review all proposed promotional material and prohibit the posting or publication of such material if the nature of the material is inconsistent with the policy of Delta County and the DCFG and their intent to promote the Fairgrounds as a youth and family oriented activity location.

### **Raffles, Collections, etc.**

No collections, whether for charity or otherwise, shall be made or attempted without the prior written consent of DCFG. Raffles are governed by the State of Colorado. If a raffle is held for any cause, the Event Holder must secure a license from the Department of Revenue, State of Colorado. A copy of this license must be presented to the DCFG at least 10 days prior to the event.



### **Rights of First Refusal**

As a matter of practice, DCFG allows current users of the facility the right of first refusal for scheduling the same event in the following year on approximately the same date. This option is contingent upon submitting a deposit to hold that date. DCFG may refuse to honor a right of first refusal based on the performance, cooperation, use of the facilities, payment history, or any other reason deemed necessary by DCFG staff. This right of first refusal pertains only to the event currently scheduled and does not give anyone preferential rights to schedule additional events. Additional events will be scheduled in accordance with the policies and procedures established for DCFG.

### **Security**

Security is the responsibility of the event holder.

### **Separation of Events**

DCFG continues to pursue quality events at the facility. Delta County always reserves the right to schedule any events in its facilities it deems to be of interest to the citizens of the Western Slope and meets its mission as approved by the BoCC. As a courtesy to all Event Holders, the DCFG may refrain from scheduling events of a similar nature 30 days prior to an event or 10 days after an event. Some restrictions may apply even outside of these parameters in areas such as advertising prior to a similar event. Check with the DCFG office for these stipulations.

### **Sharing of Facilities & Services**

DCFG is used for many activities, events, operations, and engagements. The use or availability of services and facilities is dependent on demand. As a condition of the use of this facility, the Event Holder must agree to comply with established schedules and to cooperate in shared arrangements. The Fairgrounds Staff will attempt to keep each Event Holder aware of any and all events occurring on the same dates.

### **Smoking Prohibited**

Smoking is prohibited in any enclosed area, i.e., inside the Grandstand Lobby, in the Grandstand seating area, Heritage Hall, in the arenas, pavilions, or barns. Any violation of this policy will precipitate the eviction of the person or persons involved. Event Holders will need to make public announcements as to the "no smoking" policies of the property. These announcements must be made, at a minimum, through the P.A. systems at the start of all events and all intermissions.



### **Storage – Responsibility**

Delta County shall not be liable for the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises, either during or subsequent to the use of the facilities by the Event Holder, the Fairgrounds shall not be liable for any loss, damage or injury to such property.

### **Speed**

Please observe all speed and traffic signs. Speed limit in the barn area is 10 mph.

### **Taxes**

The State of Colorado sales tax is 2.9%, the Delta County sales tax is 2% and the Town of Hotchkiss sales tax is 2%. The total tax to be collected at the Delta County Fairgrounds is therefore, 6.9%. Either the promoter may request a special event sales tax license and be responsible for all the different vendors, or each vendor may request its own.

Vendor special event license applications are available in Grand Junction at 222 S. 6<sup>th</sup> Street, Room 208. Applicants may also obtain an application form at [www.taxcolorado.com](http://www.taxcolorado.com). Information is available at 303-238-7378.

### **Ticketed Events**

It is the responsibility of the Event Holder to arrange for ticket production, advance ticket sales and distribution, managing the gate, and providing the change fund.

### **Traffic Control**

The Event Holder is responsible for contacting law enforcement regarding traffic control requirements.

Parking Lot: Parking lot control is essential for the safety of the attendees of each event. The possible need for parking attendants will be discussed with each Event Holder.

### **Use Restrictions**

Delta County Fairgrounds reserves the right to refuse event bookings which may cause undue or unusual damage to the facilities or that may violate local, state or federal laws, regulations, or rules. No event shall be scheduled at the DCFG that would interfere with the annual Delta County Fair that is held in August.



## **Vendors**

Please see section on Taxes. Event Holders are responsible to ensure that their vendors are appropriately licensed, permitted and insured. Any commercial food vendor may be required to obtain a retail food establishment license issued by the Department of Health & Human Services.

## **Weapons, Firearms & Fireworks**

All firearms, fireworks and weapons used, demonstrated, discharged or for decoration as part of the licensed event must be approved by the DCFG. Law enforcement officers and licensed security personnel are exempt from these requirements. No other firearms or weapons are permitted upon the property of the DCFG. Persons or organizations allowed to bring firearms or weapons on the premises must comply with all laws, rules, regulations, permits or other requirements. The DCFG shall establish requirements covering firearms and weapons and fireworks for each user.



