

Welcome to the Delta County Fairgrounds





Delta County Fairgrounds

403 River Lane

Hotchkiss, CO 81419

970-234-3971

www.deltacounty.com/255/Fairgrounds

Welcome to Delta County Fairgrounds; thank you for choosing the Fairgrounds for your event. It is our goal to provide the best possible service and experience for you. Delta County Fairgrounds is a family oriented facility that hosts many events annually including commercial, business, youth, and private events—and certainly our biggest event each year—the Delta County Fair.

The Delta County Fairgrounds Policy and Procedures guide serves as means to address any questions that you may have regarding the use and rental of any part of the Delta County Fairground.

Should you have additional questions, please contact:

Darnell Place-Wise

Delta County Fairgrounds Marketing Coordinator

970-874-2108

dwise@deltacounty.com

www.deltacounty.com

Table of Contents

Definitions	4
Introduction	4
Fees	5
General Usage Policies	
Access During Events	6
Accident Occurrences and Claims	6
Additional Services	7
Advertising	7
Alcohol / Smoking / Illegal Substances	7
Animals	8
Camping	8
Cancellation of an Event	8
Cleaning / Damage Deposit	9
Compliance with All Laws	9
Decorations	9
Deliveries	10
EMT / Medical Services	10
Equestrian Area and Arena Usage Guidelines	10
Equipment on Delta County Fairgrounds	11
Event Operating Hours	12
Event Setup & Staffing	12
Facility Alterations	12
Facility Lighting	12
Fire Regulations	12
Flammable Materials	12
Food & Beverage Sales / Event Catering	13
Glass Containers	13
Governing Law	13
Hazardous Materials & Waste	13
Insurance Requirements and Indemnification	13
Intellectual Property	15
Law Enforcement	15
Liability Limitations Parking	15
Licenses, Taxes, Fees, and Permits	15
Lost or Stolen Items	15
Names of the Fairgrounds	16
Noise Ordinance	16
No-Exclusive Agreement	16
Non-Discrimination	16
Obstructions of Facilities or Grounds	16
Occupancy Limits	16
Parking on the Fairgrounds	17
Photos	17
Promotion of Events	17
Raffles, Collections, etc.	17



Rights of First Refusal	17
Sales Tax	18
Security	18
Separation of Events	18
Sharing of Facilities & Services	18
Speed	18
Storage Responsibility	18
Ticketed Events	18
Traffic Control	19
Use Restrictions	19
Vendors	19
Weapons, Firearms, Fireworks	19

Definitions

Delta County Fairgrounds Management Staff / Delta County Government: Employees and elected and appointed officials of the government of Delta County, Colorado, including but not limited to, the Board of County Commissioners, and County Staff

Lessee or Event Holder: Any individual, organization, company, or entity using and /or renting by written agreement and payment of fees and / or deposit, an identified part of the Delta County Fairgrounds.

Introduction

The Delta County Fairgrounds Policies and Procedures are an integral part of the Lease Agreement. Please read through this entire document prior to signing the agreement. All rental agreements will be entered into by and between Fairgrounds management and the parties interested in using the Fairgrounds facilities. Users must be at least 21 years of age to enter into leasing or rental agreements.

The Fairgrounds management reserves the rights to re-evaluate and update all operational concerns, policy, scheduling, rules, regulations, and improvements. All changes to fee schedules will be reviewed and submitted to the Delta County Board of County Commissioners for final approval.

The Fairgrounds management reserves the right to deny use of Delta County Fairgrounds to any individual (s) or group (s), organization. Such denial shall not be based upon race, creed, color, religious affiliation, gender, gender identity, or other unlawful discrimination. Use based on the following conditions will be denied:

1. Damage to grounds, buildings, or other facilities based on previous use or perceived use.
2. Activities that, in the judgement of the Fairgrounds management, is not conducive to the appropriate and reasonable use of the Fairgrounds facilities. This includes events that have the potential to be excessively loud, greater potential for damage, or that require more than reasonable set up.
3. Use that would be prohibited under the terms of the deed of the property to the County.
4. Use that would constitute violation of any local law or regulation, any law or regulations of the State of Colorado, or the United States.

Fees

Heritage Hall

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

Maloney House

Per Meeting Fee 4 hours or less	\$15.00
Per Meeting Fee – 5 hours or more	\$25.00
Monthly Usage Annual Discounted Fee	\$150.00

Livestock Barn

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

Outdoor Arena & Grandstands

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

Covered Event Center

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

Sound System

Daily fee	\$85.00
Damage deposit	\$100.00

Tables and Chairs (if they leave the hall)

Tables: fee per table, per event	\$3.00
Tables: damage deposit per table	\$13.00
Chairs: fee per chair, per event	\$0.50
Charis: damage deposit per chair	\$1.00

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 User Agreement is being executed less than 30 days before the first scheduled day (setup or event day) then the User Fee is due immediately upon execution of the Use Agreement, in the form of a Check, a Money Order, or a Cashier’s Check.

The Finance Office / Fairgrounds Manager will be notified by the Treasurer’s office regarding any returned checks; i.e. NSF, Account Closed, Refer to Maker, that have been accepted for special event/hall fees and deposits. Collection of these items will be pursued immediately.

The item will not be run a second time through the bank. If contact information is available the payer will be notified by the Treasurer, otherwise, a letter will be sent. The payer will be informed of the return item and that the check must be replaced with cash or certified funds within ten (10) business days from the date of the letter / phone call or five (5) days prior to the event, whichever is earlier. If there is no response within the above defined timeline, the event will be cancelled.

Fee Payment Responsibility: The Event Holder must pay all cost and incidental charges incurred in staging the event on the Delta County Fairgrounds. 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 ten (10) working days after the event and payment is due upon receipt.

All fees are due in accordance with the Use Agreement and shall be delinquent after ten (10) business day of the due date, and shall accrue interest at the rate of 18% per annum. Fees not paid after Ninety (90) days will 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 the 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 Delta County Fairgrounds. Please contact Darnell Place-Wise at 970-874-2108 or via email at dwise@deltacounty.com for a Use Agreement Form. These requests are approved by the Board of County Commissioners and are handled on an individual basis.

Access During Events

Access to the Fairgrounds is limited to those hours and facilities agreed upon. Delta County and Delta County Fairground 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.

Accident Occurrences and Claims

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 Delta County Fairground staff at 970-234-3971 and complete any required documents at that time. Please be sure to include:

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



For those individuals or organizations involved in equine or llama activities, please be aware of the Colorado law regarding such activities whereas an equine professional or llama professional is not liable for an injury or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Colorado Revised Statutes Section 13-21-120, C.R.S.

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 Delta County Fairground 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. Delta County Fairgrounds will attempt to minimize these charges; however, these costs are ultimately borne by the Event Holder as the user of the facility.

Advertising

All advertising is the sole responsibility of the Lessee. Arrangements must be made in advance with the Fairgrounds management to display banners or signs, or advertise products or services at the Fairgrounds.

Alcohol / Smoking / Illegal Substances

The Delta County Fairgrounds is a drug and alcohol free zone. No unauthorized alcohol consumption, illegal substance use, or smoking marijuana 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 Events 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 Delta County Fairgrounds, or any unauthorized consumption outside of the licensed areas will cause the immediate termination of the event.

Violation of this policy by you, anyone associated with you or your organization, any user or any person associated with the 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 Events Liquor License**

Special Event Liquor Licenses are available from the Town of Hotchkiss for areas within the Town limits on Delta County Fairgrounds. If the event is to take place outside the city limits of Hotchkiss, but is still on the Fairgrounds, a Special Events 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 Events Liquor License. **Special Event Liquor Licenses are available to non-profit**

organizations only and have guidelines and restrictions. Interested groups should contact Darnell Place-Wise at 970-874-2108, at least 2 months in advance of their event.

Smoking is prohibited in any enclosed area, i.e., inside the Grandstand Lobby, in the Grandstand seating area, inside 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 during all intermissions.

Animals

Lessees utilizing the Delta County Fairgrounds for any activity in which animals are used or exhibited, shall comply fully with all statutes, laws, ordinances, rules and regulations applicable with the humane care and treatment of animals.

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 premises 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 premises or Animal Control may be called.

Animals and pets are not permitted in Heritage Hall with the exception of pet specific events and service dogs for ADA requirements.

Camping

Overnight Camping is allowed at Delta County Fairgrounds. 21 camping spaces with electrical hook-ups are available for a donation of \$6.00 per day. In addition, showers are available from April – October for a donation of \$2.00 per day.

Cancellation of an Event

If the Event Holder needs to cancel an event or activity, they should immediately notify the Delta County Fairgrounds, 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 within 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 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. If your deposit was made with a personal check, and a refund is requested in a timely manner, a refund



check will be remitted to you in not less than ten (10) business days from the date your payment was deposited.

Cleaning / Damage Deposit

Delta County Fairgrounds strives to maintain a clean, safe, and attractive facility at all times. The Maloney House and Heritage Hall are cleaned and prepped by Delta County Fairgrounds staff prior to each activity. It is the responsibility of the name holder to clean the floors, bundle trash, and store tables and chairs after their event. All cleaning equipment and instructions are provided by Delta County Fairgrounds; we reserve 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.

All Event Holders are required to post a damage deposit 30 days prior to the first date of the event. The deposit will be refunded if the facility and property are left in a clean state and there are no damages.

Deposits for events scheduled less than 30 days in advance are due at the time the event is scheduled, in the form of a Check, Money Order or Cashier's Check.

The Event Holder is held responsible for all damages to the Delta County Fairgrounds Property. All costs deemed necessary are 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.

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

Compliance with All Laws

All visitors and Event Holders, while on the premises of the Delta County Fairgrounds, 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 Delta County Fairgrounds. 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.

Decorations

Decorations or materials to be used as decorations must be approved by the Delta County Fairgrounds 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.

Deliveries

Delta County Fairgrounds staff is not responsible for deliveries for any event. Lessee must be present for deliveries and is responsible for securing those deliveries.

EMT / Medical Services

Emergency Medical Technicians (EMT) are required at each event where there is a 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 Delta County Fairgrounds Staff.

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 Delta County Fairgrounds 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 of Delta County 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 fence around or near the grassy lawn area.
- **Helmet Policy:** Delta County Fairgrounds 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 County Commissioners of Delta County has adopted a policy requiring the use of equine industry stand 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 organizers, and promoters of equine events. Organizers and promoters shall assure that all participants are in compliance with this policy. Contact the Delta County Fairgrounds 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 Delta County Fairgrounds, 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, Delta County Fairgrounds 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, please call Darnell Place-Wise at 970-874-2108.
- **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 equine activities pursuant to section 13-21-119, Colorado Revised Statutes.

Equipment on Delta County Fairgrounds

Operation of County Equipment: Use of equipment owned by Delta County and Delta County Fairgrounds is at the discretion 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 Delta County Fairgrounds 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 the Delta County Fairgrounds property, proof of insurance must be filed with the Delta County Fairgrounds.

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 Delta County Fairgrounds will need to be completed prior to or at 11:00PM 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, Maloney House, parking lots, or any other area of the Delta County Fairgrounds.

Event Setup and Staffing

Event setup, operation, teardown and cleanup of any event is the responsibility of the Event Holder. Lessee shall provide all security, ushers, announcers, ticket takers, clean-up crew and other personnel necessary to conduct the activities described in the rental agreement.

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.

Fire Regulations

Open fires are prohibited except as authorized by the Use Agreement. Contact the Darnell Place-Wise at 970-874-2108 or via email at dwise@deltacounty.com for a Use Agreement.

Flammable Materials

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



Food Service / Catering

Any group or individual having food or drink items for sale for public consumption will be considered a food service. Food Service / Catering is governed by the laws of the State of Colorado and the Delta County Health Department. Compliance with all applicable food service laws and regulations is the sole responsibility of the Event Holder or Lessee.

Events held 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. 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 Delta County Fairgrounds 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.

Hazardous Materials & Waste

No one using the Fairgrounds is to have in their possession, or collect, distribute, dispose, release or otherwise discharge on Fairgrounds property, any toxic or hazardous waste as defined by Delta County, the State of Colorado and Federal Law. In the event a user of the Fairgrounds is in possession of such hazardous or toxic waste, they shall immediately notify the Fairgrounds staff and request information as to proper disposal of the waste. The Colorado Department of Public Health and Environment as well as the Federal Environmental Protection Agency and other governmental agency or body as may be required by law, relative to such material may be notified. No fluids are to be poured onto or otherwise disposed of, directly onto Fairgrounds property. In the event any user of the Fairgrounds, or their agents, vendors, sub-licensees, concessionaires or employees violate these provisions, including, but not limited to, the dumping of grease in the facility sewer system, or at locations not authorized by Fairgrounds staff, Delta County will hold the violator accountable in accordance with appropriate law and regulation, including the cost of any clean-up required, and the imposition of fines and penalties as permitted by law. In such an event, any agreement with the violator to lease or rent any portion of the Fairgrounds is subject to immediate termination by the County, and the violator and all others acting under the violator may be removed from the Fairgrounds Property.

Insurance Requirements and 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. Delta County Fairgrounds 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, Delta County Fairgrounds reserves the right to cancel the scheduled event. Please contact Darnell Place-Wise at 970-874-2108 or via email at dwise@deltacounty.com in advance to discuss insurance requirements for your planned activity.

Certificates of Evidence showing insurance must be provided to Delta County Fairgrounds 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 the License.

The General Requirements are as follows:

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

Commercial General Liability coverage as 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 Event Holder in the production of the event. Automobile Liability that is required is general \$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 upon 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 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.

Intellectual Property

A Lessee will assume all costs, expenses, damages arising from the use of patented, trademarked, franchised, copyrighted music, materials, devices, processes, artwork, or dramatic rights used at or incorporated in the Event. A Lessee agrees to indemnify, defend, and hold Delta County harmless from any claim or costs, including legal fees, which might arise from use of any such material. The Delta County Government logo may not be used on any promotional material without the express written consent of Delta County.

Law Enforcement

All rules, regulations, and policies of the Delta County Fairgrounds 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 County Commissioners. In general, the first provider shall be the Town of Hotchkiss. For Emergencies call 911.

Liability Limitations of Parking

Delta County hereby declares no responsibility for the fire, theft, damage to or loss of vehicles or articles left therein parked on the County property or at any location for the purpose of attending an event at the Delta County Fairgrounds. Attendees at the Fairgrounds who park in any non-designated area do so at their own risk and may be ticketed or towed at their own risk.

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 Delta County Fairgrounds 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.

Lost or Stolen Articles

Delta County will not be responsible, under any circumstances, for property of the Lessee while on the Fairgrounds premises. In addition, Delta County and its employees are not responsible for any loss of article or equipment left unattended at any of the fairgrounds facilities. The use of security personnel when equipment articles are left in a building or on the Fairgrounds property shall be the responsibility of the Lessee. All articles, equipment, exhibits, displays, or material shall be brought into the facility only at



such hours designated by the Rental Agreement. Lessee assumes all responsibility for any / all goods or material, which may be placed on the Fairgrounds before, during, or after an event.

Names of the Fairgrounds

Event Holders may make mention or reference to the Delta County Fairgrounds 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 Delta County Fairgrounds. Promoters of special events involving music or excessive noise levels must notify the Town of Hotchkiss.

Nonexclusive Agreement

All leases, rental agreements or licenses to use the Fairgrounds are non-exclusive. Delta County may, at its sole discretion, rent and lease or license the use of other areas of Delta County Fairgrounds during the term of any other lease, rental agreement, or licensed use.

Non-Discrimination

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

Obstructions of Facilities Grounds

Pedestrians and vehicular traffic on Delta County Fairgrounds 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 Delta County Fairgrounds 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 Delta County Fairgrounds, Delta County, and the Hotchkiss Fire Department, and any other applicable codes and regulations.



Parking on 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

Delta County Fairgrounds may record events and activities taking place on the property. All users of the Delta County Fairgrounds, by virtue of their presence on the property, are consenting to allow Delta County, and the Fairgrounds, rights to the photographs 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, Delta County Fairgrounds 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 Delta County Fairgrounds 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 Delta County Fairgrounds. 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 Delta County Fairgrounds at least ten (10) days prior to the event.

Right of First Refusal

As a matter of practice, Delta County Fairgrounds 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 in accordance with the “Fee Payment Schedule & Deadlines” defined previously in this handbook. Delta County Fairgrounds 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 Delta County Fairground 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 Delta County Fairgrounds.



Sales Tax

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 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. 6th St., Room # 208. Applicants may also obtain an application form at www.taxcolorado.com. Information is available at 303-238-7378

Security

Security is the responsibility of the Event Holder.

Separation of Events

Delta County Fairgrounds 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 Delta County Fairgrounds 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 Delta County Fairgrounds office for these stipulations.

Sharing of Facilities & Services

Delta County Fairgrounds 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.

Speed

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

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.

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 Delta County Fairgrounds that would interfere with the annual Delta County Fair that is held annually 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 Delta County Fairgrounds. Law enforcement officers and licensed security personnel are exempt from these requirements. No other firearms or weapons are permitted upon the property of the Delta County Fairgrounds. Persons or organizations allowed to bring firearms or weapons on the premises must comply with all laws, rules, regulations, permits or other requirements. The Delta County Fairgrounds shall establish requirements covering firearms and weapons and fireworks for each user.