



Administration Building
West Hearing Room
5334 S. Prince St.
Littleton, CO 80120
303-795-4630
Relay Colorado 711
303-795-4630 Audio Agenda Line

Nancy A. Doty, Chair, District 1
Nancy Sharpe, District 2
Rod Bockenfeld, District 3
Nancy Jackson, Chair Pro-Tem, District 4
Bill Holen, District 5

Study Session

August 9, 2016

The Arapahoe County Board of County Commissioners typically holds weekly Study Sessions on Monday and Tuesday. Study Sessions (except for Executive Sessions) are open to the public and items for discussion are included on this agenda. Agendas (except for Executive Sessions agendas) are available through the Commissioners' Office or through the County's web site at www.arapahoegov.com. Please note that the Board may discuss any topic relevant to County business, whether or not the topic has been specifically noticed on this agenda. In particular, the Board typically schedules time each Monday under "Committee Updates" to discuss a wide range of topics. In addition, the Board may alter the times of the meetings throughout the day, or cancel or reschedule noticed meetings. Questions about this agenda? Contact the Commissioners' Office at 303-795-4630 or by e-mail at commissioners@arapahoegov.com

Study Session Topics

10:00 A.M. *Fairgrounds Event Cancellation Policy (WHR)

Discussion of a request from the Fairgrounds Operations staff seeking direction from the Board of County Commissioners regarding several options for updating the cancellation policy governing external rental contracts for the Arapahoe County Fairgrounds Event Center

Request: Information/Direction

Matt Bixenman, Fairgrounds Operations Supervisor

Ashley Clement, Fairgrounds Event Coordinator

Glen Poole, Open Spaces Operations Manager

Shannon Carter, Director of Open Spaces & Intergovernmental Relations

Leanna Quint, Budget Analyst

Tiffanie Bleau, Senior Assistant County Attorney

Documents:

[FAIRGROUNDS_CANCELLATION_POLICY_STUDYSESSION_BSR.PDF](#)
[FAIRGROUNDS FACILITY RENTAL POLICIES AND PROCEDURES.PDF](#)
[2016_FAIRGROUNDS RENTAL AGREEMENT.PDF](#)

10:30 A.M. *Regional Crime Lab (WHR)

Presentation and discussion of information from the Sheriff's Office about a collaborative effort between the Arapahoe County Sheriff's Office (ACSO) and other agencies in the

18th Judicial District to research the feasibility of building a regional crime laboratory for the purpose of better serving citizens in the community

Request: Information/Direction

*Olga Fajaros, Budget & Logistics Manager, Sheriff's Office
Glenn Thompson, Public Safety Bureau Chief, Sheriff's Office
Louie Perea, Undersheriff, Sheriff's Office
David C. Walcher, Sheriff
Janet Kennedy, Director, Finance
Tiffanie Bleau, Senior Assistant County Attorney*

Documents:

[BSR FOR 8-9-16 STUDY SESSION - REGIONAL LAB.DOC](#)

*** To Be Recorded As Required By Law**

WHR - West Hearing Room

Arapahoe County is committed to making its public meetings accessible to persons with disabilities. Assisted listening devices are available. Ask any staff member and we will provide one for you. If you need special accommodations, contact the Commissioners' Office at 303-795-4630 or Relay Colorado 711.

Please contact our office at least 3 days in advance to make arrangements.



Board Summary Report

Date: July 21st, 2016

To: Board of County Commissioners

Through: Shannon Carter, Director of Open Spaces & Intergovernmental Relations

From: Glen Poole, Open Spaces Operations Manager
Matt Bixenman, Fairgrounds Operations Supervisor
Ashley Clement, Fairgrounds Event Coordinator

Subject: **Fairgrounds Event Center Cancellation Policy for External Events**

Direction/Information

The Fairgrounds Operations staff is seeking direction from the Board of County Commissioners regarding several options for updating the external cancellation policy governing external rental contracts for the Event Center.

Request and Recommendation

The Arapahoe County Fairgrounds recently expanded through the construction of an Outdoor Covered Arena, the addition of the Exhibition Hall and the installation of the first phase of the Fairgrounds Park. Fairgrounds staff is requesting an update to the external cancellation policy governing Event Center rentals.

Fairgrounds Operations staff recommends adoption of Alternative #1 to be first applied to events occurring in fiscal year 2017. Updating the external cancellation policy protects the County from significant revenue loss due to event cancellations and brings our cancellation policy in line with local industry standards. In 2016, from January to June there were multiple event cancellations with short notice or no notification to staff. The current cancellation policy did not afford staff the opportunity to recover potential revenue losses due to these cancellations. The current cancellation policy does not provide an incentive for groups to cancel early. The total lost revenue from January to June in 2016 was \$12,751.74 dollars.

Background

The Fairground's Event Center added a new 25,000 square foot Exhibition Hall in March of 2016. Due to the expansion of the Event Center the facility has experienced an increased demand for weekend facility rentals supporting various events including tradeshow, consignment shows, animal shows and banquets. The increased demand has led to the need for an update to the external cancellation policy. A majority of rental clients book their events at least 1 year prior to the event date. Given the fact that a majority of clients are booking a year in advance, event cancellations that are less than 3 months prior to the event are problematic. Fairgrounds staff have a difficult time finding new clients to fill the open weekend which was a result of a short notice cancellation.

The Primary Goals of the External Cancellation Policy is to:

1. Have event holders cancel events as early as possible to ensure the venue can be rented to another client.
2. Move the client's event to another date or space as early as possible so the venue can be rented to another client.
3. Deter clients from signing a contract and then canceling their events within a close proximity to their event date with limited notice to staff.

Links to Align Arapahoe

Fiscal Responsibility

- Improve the Fairground's Event Center Economic Sustainability
 - Deter event holders from canceling events and provided financial incentives to cancel at least 3 months prior to events. This ensures Fairground's staff have sufficient opportunity to book a replacement event in the facility and sustain our revenue stream.
- Improve Government Efficiencies:
 - Ensuring event holders canceling well in advance their events allows Fairground's staff the sufficient time to re-book with minimal impact to their normal work load and also ensures compliance with County contracting processes.

Service First

- Achieve Customer Service Excellence
 - In an effort to provide quality customer service to all users of the Fairgrounds, staff needs accurate and timely information from each rental client. Encouraging event cancellations to occur at least 3 months prior to an event allows staff sufficient time to properly work with a new client to book the vacated venue. The customer service experience for rental clients is greatly impacted by the time afforded to the rental process.

Discussion

The current Fairgrounds Event Cancellation Policy does not encourage event holders to cancel their events early, limits the ability of Fairground's staff to rebook an event of similar scale and reduces the overall revenue stream for this public facility. These constraints make it difficult for staff to proactively meet the rental revenue projections outlined in both the *Market Assessment Study* and the *Financial Analysis Study* completed by Markin Consulting in 2013. These studies emphasized the need for Fairgrounds management to have policies and procedures that proactively support sufficient event revenue generation. Successfully generating consistent and predictable revenues for the facility will ensure staff can support the overall cost recovery goals for the facility.

Fairgrounds staff compiled a comparison of similar local public venue cancellation policies (see table below). These policies represent the local industry standard for public venues.

Local Venue Cancellation Policy Comparisons

	180 days more (% of total anticipated expenses)	90-179 days or more (% of total anticipated expenses)	89-60 days or more (% of total anticipated expenses)	59-30 days or more (% of total anticipated expenses)	29 days or less (% of total anticipated expenses)
Arapahoe County Fairgrounds (Current Policy)	25%	25%	25%	40%	50%
Infinity Park Event Center	25%	50%	75%	75%	100%
Jefferson County Fairgrounds	0%	0%	100%	100%	100%
Douglas County Fairgrounds	0%	0%	25%	25%	100%
Island Grove Event Center	\$50	\$50	\$100	\$100	100%

Alternatives

Fairgrounds Management recommends Alternative # 1 as the preferred staff alternative.

Cancellation of Event Policy Alternatives

AC Fairgrounds Cancellation Policy	90 days or more (% of total anticipated expenses)	89-60 days or more (% of total anticipated expenses)	59-30 days or more (% of total anticipated expenses)	29 days or less (% of total anticipated expenses)
Alternative #1	25%	50%	75%	100%
Alternative #2	25%	40%	60%	80%
Alternative #3	25%	40%	50%	75%
Alternative #4 (No Change, Current Policy)	25%	25%	40%	50%

Common Language to All Four Alternatives:

If Arapahoe County cancels the Rental Agreement for any unforeseen reason or act of God, then all monies paid to Arapahoe County by the Event Holder shall be refunded. Any liability of Arapahoe County shall be limited to the rental fees paid to Arapahoe County by the Event Holder. Arapahoe County shall not be responsible for any damages, monetary or otherwise, due to cancellation by Event Holder. Arapahoe County assumes no liability for cancellation of an Event regardless of the reason.

Arapahoe County may cancel, at its discretion, an Event due to administrative purposes or acts of nature. Event Holder's sole remedy for cancellation of an Event by Arapahoe County, regardless of the reason for cancellation, is limited to the return of any refundable fees paid to Arapahoe County by the Event Holder.

Fiscal Impact

In 2016 from January to June 2016 there were multiple event cancellations without prior notification to Fairground's staff. Without an updated cancellation policy in place, the Fairgrounds was unable to recover potential revenue lost from event cancellations. The current cancellation policy does not provide an incentive for groups to cancel at least 3 months prior to their event date. The total lost revenue from January to June 2016 was \$12,751.74 (see table below).

Event	Event Dates	Cancellation Date (Notification)	Staff Able to Re-Book Venue?	Total Anticipated Revenue	Total Actual Revenue	Lost Revenue
Wedding	April 15-16, 2016	April 14, 2016	No	\$2,509.00	\$670.00	\$1,839.00
Quinceanera	April 23, 2016	January 6, 2016	No	\$4,462.74	\$1,200.00	\$3,262.74
Trade Show	April 20 – 27, 2016	April 1, 2016	No	\$5,750.00	\$900.00	\$4,850.00
Small Animal Show	May 27-28, 2016	May 1, 2016	No	\$2,800.00	\$0	\$2,800.00
Total January – June 2016 Lost Revenue:						\$12,751.74

Concurrence

This is an external event cancellation policy, so it will not affect internal groups (CSU Extension, 4H or other County Departments.) Citizen groups that book the venue (trade shows, weddings, and quinceaneras) are affected by this recommendation and will most likely oppose a more stringent cancellation policy.

Attorney Comments

Tiffanie Bleau, Senior Assistant County Attorney approved cancellation policy language on 5/16/2016.

Reviewed By

Tiffanie Bleau, Senior Assistant County Attorney

Leanna Quint, Budget Analyst

Shannon Carter, Director of Open Spaces & Intergovernmental Relations

Glen Poole, Open Spaces Operations Manager

Matt Bixenman, Fairgrounds Operations Supervisor



Arapahoe County Fairgrounds and Park Policies and Procedures

Arapahoe County Fairgrounds and Park

25690 East Quincy Avenue
Aurora, Colorado 80016
303-795-4955 | Fax: 303-766-0487

MISSION STATEMENT

To provide educational, agricultural, and recreational experiences that celebrate our western heritage and preserve our prairie environment, while balancing the needs of our community with the fairgrounds' and park's environmental, economic, and managerial sustainability.

The Arapahoe County Fairgrounds and Park will, at a minimum, include:

- Facilities for the Arapahoe County Fair to show case the achievements of our 4-H youth and community;
- Facilities for youth to participate in 4-H activities;
- Facilities to preserve our western heritage and history; and
- Open space and interpretive trails that provide connectivity with trails and open space.
- Facilities are to provide for County and community activities and events.

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POLICIES AND PROCEDURES

The purpose of the Arapahoe County Fairgrounds and Park Policies and Procedures is to provide consistent policies and procedures for Arapahoe County, Event Holders, and users, and to provide a safe and quality experience while using the Arapahoe County Fairgrounds and Park.

The Arapahoe County Fairgrounds and Park Policies and Procedures are subject to periodic review. Event Holder agrees and acknowledges that the Arapahoe County Fairgrounds and Park Policies and Procedures in place at the time of the date of the Event shall govern.

DEFINITIONS

Arapahoe County Fairgrounds – means the following Arapahoe County facilities that are subject to the Policies and Procedures:

- Arapahoe County Fairgrounds and Park
- Arapahoe County Fairgrounds Event Center Conference Rooms
- Arapahoe County Fairgrounds Event Center Exhibition and Event Halls
- Arapahoe County Fairgrounds Covered and Outdoor Arenas
- Parking lots and other open land at the Arapahoe County Fairgrounds

Event or Events – means any approved activity that takes place on a scheduled date and time at the Arapahoe County Fairgrounds.

Event Holder or Event Holders – means any individual, organization, or entity using and/or renting the Arapahoe County Fairgrounds.

Policies and Procedures – means these Arapahoe County Fairgrounds and Park Policies and Procedures and the Arapahoe County Policies and Procedures.

Rental Agreement – means the Standard Event Rental Agreement between Arapahoe County and the Event Holder acknowledging use, fee arrangement, and general conditions for any Event held at the Arapahoe County Fairgrounds. A sample Standard Rental Agreement is attached hereto as Exhibit A.

EVENT APPROVAL

Approval of an Event

Arapahoe County reserves the right to refuse to book any Event, or to place conditions upon any Event.

Once an Event has been accepted, the Rental Agreement has been signed and executed, and all required deposits has been paid in full, Arapahoe County Fairgrounds management may, in its sole discretion, agree not to schedule a like event on any part of the Arapahoe County Fairgrounds during a reasonable period of time as that scheduled by the Event Holder.

No Event shall be booked at the Arapahoe County Fairgrounds that interferes with the annual Arapahoe County Fair.

Tours of the Arapahoe County Fairgrounds Facilities

Tours of the Arapahoe County Fairgrounds facilities can be set up by calling the main office number at 303-795-4955 to set up a date and time for a tour.

Reservations

Event Holders must contact Arapahoe County 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 of availability until a signed Rental Agreement is completed. Dates are not held until a Rental Agreement is completed and the rental deposit or full payment is received. All dates from previous returning large Events that are not re-booked by the end of February of each year will be opened up for other potential renters.

Restrictions

- All negotiations must be complete prior to the issuance of a Rental Agreement to use the Arapahoe County Fairgrounds and Park.
- Vendor proposed revisions to the form Rental Agreement must be provided to Arapahoe County Fairgrounds management in writing.
- The Arapahoe County Fairgrounds and Park has limited event camping and/or vendor electrical hook-ups, and a sanitary sewer dump station is not available.
- Large events will be required to rent port a lets due to septic systems restrictions. The number of port a lets will be determined by the type of event, estimated attendance and the type of beverages to be consumed. If it is determined that security is required, Arapahoe County will contract with an approved vendor on behalf of the Event Holder.

FEES AND PAYMENT

Purpose of Fees

The purpose of charging fees is to generate revenues to offset the operational costs and use of the Arapahoe County Fairgrounds and Park and to provide funds for future capital improvements.

Rental fees for Arapahoe County Fairgrounds may be revised and updated periodically with consideration given to:

- Service needs of the community;
- Facility target user market;
- Competitive and reasonable rental rates; and
- Operational costs and the need for future capital improvements.

Rental fees are set forth in the Rental Agreement.

Standard Rental Rate

- Applies to any individual, organization, company, or entity for use of the Arapahoe County Fairgrounds.

Arapahoe County Government Rate

- Applies to Arapahoe County departments for use of the Arapahoe County Fairgrounds, if space is available. There is no fee applied to Arapahoe County departments, however, additional charges may be incurred in the case of staff overtime and/or for non-standard operating expenses including, but not limited to, additional utility expenses. Arapahoe County departments are responsible for clean up during and after their Event.
- Applies to approved Arapahoe County 4-H groups for use of the Arapahoe County Fairgrounds, if space is available. There is no fee applied to approved Arapahoe County 4-H groups, however, additional charge may be incurred in the case of staff overtime and/or for non-standard operating expenses including, but not limited to, additional utility expenses. Arapahoe County 4-H groups are responsible for clean up during and after their Event. CSU Extension staff must be present to lock up the building unless other arrangements are made with management.

Arapahoe County reserves the option to cancel a free Event up to two weeks prior to the scheduled free Event date in order to schedule a paying Event.

Payment of Fees

Event Holder is required to pay a non-refundable rental deposit equal to 25% of facility rental fees on the date the Rental Agreement is signed by the Event Holder for Events with rental fees in excess of \$201.00. The balance of rental fees shall be due and paid a minimum of 30 days prior to the start of the scheduled event. Rental fees not received a minimum of 30 days prior to the start of the event, risk cancellation of the Event. Rental fees less than or equal to \$200.00 must be paid in full at the time of booking an Event. Fees are to be paid by **MONEY ORDER, CASHIER'S CHECK, or BUSINESS CHECK ONLY**, payable to Arapahoe County.

Sales Tax Collection

Event Holders and their vendors are responsible for payment of all sales and use tax, assessments, and/or any other fees in compliance with Arapahoe County, State of Colorado, and federal rules. It is the responsibility of the Event Holder and its vendors to collect and submit payment.

Damage Deposit

Event Holder shall pay a refundable damage deposit by **MONEY ORDER, CASHIER'S CHECK, or BUSINESS CHECK ONLY**, payable to Arapahoe County, a minimum of 30 days prior to the commencement of the Event in the amount based on the number of people attending the Event as specified in the Rental Agreement. Failure to pay the damage deposit a minimum of 30 days prior to the Event may result in termination of this Rental Agreement. The damage deposit will be refunded if the facilities rented are left in its original condition, there are no damages, and contracts for any required security or required county vendors are paid in full with the contracts completed. Damages or costs assessed after the Event that are in excess of the damage deposit shall be paid by the Event Holder within 14 days after receiving written notice from Arapahoe County.

Insufficient Funds Policy

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

Cancellation of Event

Event Holder may cancel an Event by providing written notice to Arapahoe County a minimum of 30 days prior to the Event and effective upon receipt via certified mail by Arapahoe County. A non-refundable 25% rental deposit shall be retained by Arapahoe County upon the cancellation of any scheduled Event. If the Event is canceled 30 – 44 days before the scheduled dates, Arapahoe County may retain 15% of the rental fee, not to exceed \$2,500.00, and any damage deposit will be refunded. If the Event is canceled 29 days or less before the scheduled dates, Arapahoe County may retain 25% of the rental fee, not to exceed \$5,000.00, and any damage deposit will be refunded. If Arapahoe County cancels the Rental Agreement for any unforeseen reason or act of God, then all monies paid to Arapahoe County by the Event Holder shall be refunded. Any liability of Arapahoe County shall be limited to the rental fees paid to Arapahoe County by the Event Holder. Arapahoe County shall not be responsible for any damages, monetary or otherwise, due to cancellation by Event Holder. Arapahoe County assumes no liability for cancellation of an Event regardless of the reason.

Arapahoe County may cancel, at its discretion, an Event due to administrative purposes or acts of nature. Event Holder's sole remedy for cancellation of an Event by Arapahoe County, regardless of the reason for cancellation, is limited to the return of any refundable fees paid to Arapahoe County by the Event Holder.

GENERAL USAGE POLICIES

Arapahoe County retains control and management of Arapahoe County Fairgrounds at all times, and shall have the right at all times to enforce all rules and regulations including these Policies and Procedures. Event Holder agrees to comply with all applicable federal, state, and local laws, agency statutes, resolutions, ordinances, and rules and regulations that may apply to its use of the Arapahoe County Fairgrounds for the duration of the Rental Agreement. Arapahoe County shall have the right to evict all persons who fail or refuse to comply with the rules and regulations and these Policies and Procedures. Arapahoe County reserves the right to require an Event Holder to provide references from previous events.

Access During Events

Arapahoe County employees or authorized designees responsible for management and maintenance of the Arapahoe County Fairgrounds shall have the right to access all areas of the Arapahoe County Fairgrounds at any time during any Event.

Alcoholic Beverages

Alcohol is strictly prohibited at the Arapahoe County Fairgrounds unless prior approval is obtained from Arapahoe County and proof of liability insurance is received by Arapahoe County. Any alcohol consumption must be outlined in the Rental Agreement along with details (such as: location, time, and security plan) determined during planning meetings with Arapahoe County and the required contracted vendors. If the Event Holder fails to disclose that alcohol is to be sold or provided as described below, the Event Holder, participants, spectators, and anyone else involved with the Event are subject to removal, citation, and/or arrest at the discretion of the Arapahoe County Sheriff's Office, and the Event Holder's deposit will be forfeited.

- If alcohol is to be **sold** for consumption at the Event, then the Event Holder must meet the following requirements:
 - Obtain a "Special Event Permit" through a non-profit organization or contract with an entity that has a "Special Event Permit" to provide alcohol to be sold for consumption.
 - Provide a certificate of insurance or obtain Event Insurance through Arapahoe County, including host liquor liability as described in the insurance section below.
 - Arapahoe County will contract with a security vendor. The number of security personnel is determined by the type of event and number of attendees. Security is on-site to ensure facility does not get damaged. Security is not responsible for underage drinking or monitoring attendees.
 - Security will arrive 30 minutes prior to the Event and is responsible for securing the facility and gates at the completion of the Event. Event Holders will be required to pay the security vendor with whom Arapahoe County has contracted via the Arapahoe County contract.

- If alcohol is to be **provided** for consumption at the Event (not sold), then the Event Holder must meet the following requirements:
 - Provide a certificate of insurance or obtain Event insurance through Arapahoe County, including host liquor liability as described in the insurance section below.
 - Arapahoe County will contract with a security vendor. The number of security personnel is determined by the type of event and number of attendees. Security is on-site to ensure facility does not get damaged. Security is not responsible for underage drinking or monitoring attendees.
 - Security will arrive 30 minutes prior to the Event and is responsible for securing the facility and gates at the completion of the Event. Event Holder will be required to pay the security vendor with whom Arapahoe County has contracted via Arapahoe County Contract.

Animals

Event Holders utilizing the Arapahoe County Fairgrounds for any activity, in which animals are used or exhibited, shall comply fully with all applicable statutes, laws, ordinances, rules, regulations, and/or order applicable to the safe humane care and treatment of animals. Event Holder assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals, which are under the Event Holder's or persons attending the Events care and control. Event Holder agrees to indemnify Arapahoe County for any Event utilizing animals in the manner as provided in these Policies and Procedures.

No Event Holder at the Arapahoe County Fairgrounds shall be allowed to hold events or activities that may, in the opinion of Arapahoe County Fairgrounds management, endanger or harm animals in any manner. These activities include, but are not limited to, steer tailing, and steer or horse tripping.

Event Holder is required to provide immediate notice to Arapahoe County Fairgrounds management if animals experience disease symptoms or breakouts while at the Arapahoe County Fairgrounds. Any Event Holder contact with the Colorado State Veterinary's office requires immediate notification to Arapahoe County Fairgrounds management.

All animals must be penned, stalled and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to assure safety of visitors and other facility patrons/personnel. Violation of these Policies and Procedures may result in removal of animals from the premises and/or Arapahoe County Animal Control may be notified.

Personal animals and pets are not permitted on the Arapahoe County Fairgrounds, with the exception of service dogs or contestant animals or pets.

Building Usage Instructions for Event Holders

Event Holder will be instructed on facility equipment prior to the Event. This shall include public address systems, locking mechanisms, etc. before the Rental Agreement is issued.

Capacity

The Event Holder is required to notify Arapahoe County at least 30 days prior to the Event if the expected attendance listed on page 1 of this Contract has increased or decreased. Although Arapahoe County tries to accommodate all reasonable requests for additional attendees in excess of initial projections, it is not required to do so, and Arapahoe County Fairgrounds reserves the right, in its sole discretion, to refuse such requests. If the Event Holder notifies Arapahoe County 30 days prior to the Event that participation has increased by more than 100 people, additional security fees will be assessed, the Event may be required to move to an alternate location at the Fairgrounds, and the Event Holder could incur additional charges depending on facility capacity. If the Event Holder increases participation by more than 20% and/or 100 people and does not notify Arapahoe County 30 days prior to the Event, additional security fees and a financial penalty will be assessed. The financial penalty is 10% of contracted Facility and Services Fees or \$500 (whichever is greater). If the increase in attendance exceeds the suggested fire safety capacity, Arapahoe County Fairgrounds reserves the right, in its sole discretion, to immediately discontinue the Event.

Camping / RV Use

Any camping or use of RV's at the Arapahoe County Fairgrounds requires prior reservations made with the Arapahoe County Fairgrounds management. Arapahoe County Fairgrounds management will work with Event Holder to determine location, number of spaces allocated, and any additional fees. Overnight camping typically requires proof of additional insurance coverage provided by Event Holder. Event Holder is on notice that the Arapahoe County Fairgrounds does not have a dump station. All wastewater must be disposed of properly offsite.

Cleaning Requirements

Event Holder will be provided cleaning instructions for the facility rented after the Rental Agreement is fully executed. Event Holder is responsible for clean up during and after the Event. Event Holder shall also be responsible for maintenance of all fire exits and other necessary safety actions. Failure to meet the clean-up requirements by the Event Holder may result in partial or total forfeiture of the damage deposit and/or any additional fees.

Decorating Guidelines

Event Holder agrees to follow the decorating and set-up guidelines as listed in Exhibit D. Event Holder is responsible at all times to ensure the Decorating and Set-Up Guidelines are followed. Failure to meet the Decorating and Set-Up Guidelines by the Event Holder may result in partial or total forfeiture of the damage deposit and/or additional fees.

Event Marketing

Arapahoe County does not promote Events. Arapahoe County Fairgrounds office phone number as well as any Arapahoe 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 Arapahoe County logo may not be used on any promotional material without the express written consent of Arapahoe County.

Event Staffing

Arapahoe County may be able to provide personnel for limited activities at an additional charge. An Arapahoe County employee may be on site or on call during an Event. This will be determined on an event by event basis and finalized during planning meetings and as further described in the Rental Agreement. Additional costs may be incurred for building lock-up procedures following an event.

Facility Alterations

Event Holder may not undertake any plumbing, electrical, telecommunications, carpentry, or mechanical work, or hang decorations, signs, bunting, or other advertising materials on any Arapahoe County facilities without prior written authorization of Arapahoe County. All alterations must be requested in writing and submitted a minimum of 30 days prior to the Event. Regardless of the facility or the type of decorations, the Event Holder must remove all alterations immediately following the Event.

Fire Safety Standards

All fire regulations in the 2009 International Fire Code (IFC) as amended and approved by Cunningham Fire District (CFD) shall be strictly observed. The IFC regulates the placement of tables and chairs, decorations, dimensions of all aisles and exits, fireworks, permitting, etc. Arapahoe County will work with Event Holder during planning meetings to ensure compliance with the IFC. However, the Event Holder is ultimately responsible for all compliance. Event Holders should contact the Cunningham Fire Department at 303-755-9202.

Floor / Area Plans

Event Holder shall submit floor / area plans to Arapahoe County a minimum of 30 days prior to the Event. Plans should include decorations, dimensions of all aisles, booths, table and chair locations, parking areas, loading and unloading areas, etc. Event Holder is required to provide protection for the floor from any damage, including damage from oil or any other liquid. Arapahoe County will work with each Event Holder on specific needs and requirements to ensure compliance with fire safety standards and Arapahoe County Fairgrounds requirements.

Food Service / Event Catering / Health Permits

When an Event involves a temporary food service operation or food demonstration, the Event Holder is responsible for informing such exhibitors or food service operators that a permit from the Tri-County Health Department is required. Event Holder shall contact the Tri- County Health

Department at (303) 663-7650 a minimum of 30 days prior to the Event. Event Holder shall provide copies of all required permits to Arapahoe County a minimum of two weeks prior to the Event.

Force Majeure

Neither Arapahoe County nor the Event Holder shall be liable for any delay in or failure of the Event, any covenant or promise contained in the Rental Agreement, nor shall any delay or failure constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by “force majeure.” As used in these Policies and Procedures and the Rental Agreement, “force majeure” means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargos, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

Freight and Mail Deliveries

In general, deliveries will not be accepted by any Arapahoe County employee for any Event or Event Holder. If it is necessary, prior arrangements can be made with staff to accept freight under the following conditions:

- Storage in the small conference rooms, if available, at the per day rental rate;
- Deliveries must be received between 8:00 a.m. and 3:00 p.m. weekdays. If deliveries occur outside of these hours, there is no guarantee of staff being available and on site. Any additional costs shall be the responsibility of the Event Holder;
- Use of equipment to unload deliveries, if available, must be arranged prior to deliveries. Any additional costs shall be the responsibility of the Event Holder;
- Arapahoe County is not responsible for lost, damaged, or incomplete deliveries.

Glass Containers

Glass drinking containers are strictly prohibited on the Arapahoe County Fairgrounds.

Hazardous Waste

Event Holder shall not possess, collect, distribute, dispose, release, or otherwise discharge any toxic or hazardous waste at any and all times Event Holder is on the Arapahoe County Fairgrounds. In the event the Event Holder becomes aware of or is in the possession of such hazardous or toxic waste, the Event Holder shall immediately notify Arapahoe County and initiate an emergency call to 911. Additionally, Event Holder agrees not to dispose of any refuse or empty any fluids while at the Arapahoe County Fairgrounds. In the event the Event Holder, or its agents, vendors, sub licensees, concessionaires, employees, or anyone otherwise associated with the Event Holder dump grease or any other unauthorized substance in the Arapahoe County Fairgrounds sewer system, or at locations not authorized by Arapahoe County, or otherwise violates the provisions of this section, Arapahoe County will look to the Event Holder to remedy the infraction and shall subject the Event Holder to a minimum fine of \$1,000.00 plus any costs incurred by Arapahoe County. Such fine shall be imposed by Arapahoe County 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 Arapahoe County Fairgrounds. Arapahoe County fines are in addition to any fines that may be imposed by the Federal Environmental Protection Agency, the Colorado Department of Health and Environment, and/or the Colorado Department of Regulatory Agencies.

Incident Management

In the case of an accident or emergency, Event Holder agrees to cooperate with Arapahoe County in the formulation of an action plan and response to media inquiries. All accidents, significant occurrences, and incidents, including situations requiring a law enforcement response, must be reported to Arapahoe County as soon as possible, but not later than the next business day. Reports (see Exhibit C) must include:

- Name, address and telephone number of the injured person or persons;
- Name, address and telephone number of any witnesses, along with a witness statements;
- Description of the accident (how, when, and where it happened);
- Description of the extent of bodily injury and/or property damage;
- Action taken by Event Holder; and
- Name of the Event Holder's contact person and his or her phone number(s).

Arapahoe County has the right to require the Event Holder to provide on-site medical personnel, based on the type of Event.

Indemnification

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

With respect to any and all claims against Arapahoe County or any of their 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

insurance limits, damages, compensation, or benefits payable by or for the Event Holder, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Nothing in these Policies and Procedures and the Rental Agreement or in any actions taken by Arapahoe County pursuant to a Rental Agreement shall be deemed as a waiver of Arapahoe County's sovereign immunity under the Colorado Governmental Immunity Act, Colorado Revised Statutes Sections 24-10-101 *et seq.*

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 Colorado Revised Statutes Section 13-21-119.

Insurance

Event Holder is required to procure and maintain the following policies of insurance at its own expense for the Rental Agreement and covering all phases of the Event, including set up preparation, actual Event, specific hours of occupancy, cleanup, and tear down:

- General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage must be on an "occurrence" basis as opposed to a "claims made" basis. This insurance must pay on behalf of the Event Holder all sums which the Event Holder shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence.
- Automobile Liability Insurance with minimums as required by state law.
- Workers' Compensation insurance with statutory minimums for each accident and each employee for disease to cover obligations imposed by applicable laws for any employee engaged in work under the Rental Agreement.
- Host Liquor Liability insurance, if alcohol is to be sold or provided for consumption at the Event. If Event Holder hires a caterer to sell and/or provide liquor, the caterer is required to provide liquor liability insurance as well as general liability insurance naming both the Event Holder and Arapahoe County as additional insureds.

A certificate of insurance or payment of tenant user liability insurance must be provided to Arapahoe County at the time of entering into the Rental Agreement for the scheduled Event. The certificate of insurance must name Arapahoe County as additional insured. Event Holder agrees to save and hold harmless Arapahoe 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 an Arapahoe County Facility except as otherwise stated herein. Event Holder will not be permitted to occupy or use the Arapahoe County Fairgrounds unless and until the required insurance certificates are received by Arapahoe County.

Event Holder may procure the required insurance policies through the Arapahoe County insurance provider. Costs for such policies shall be added to the Rental Agreement.

In the event the Event Holder is not required to carry workers' compensation insurance pursuant to state law, Event Holder is required to certify that it is a small independent contractor, and as such, is not required, under Colorado law, to carry workers' compensation insurance on its business or itself. Event Holder further agrees, to assume all risk of injury of any type and kind, and to hold Arapahoe County, its elected and appointed officials, officers, employees, and agents harmless from any and all liability associated with any injury that it may incur as a result of the Rental Agreement. Further, Event Holder agrees to be personally responsible for any and all medical bills that it may incur as a result of any injury while engaged in the performance of the Rental Agreement.

Event Holder shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Rental Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

Intellectual Property

Event Holder represents and warrants that Event Holder owns the rights to all copyrighted material to be used during the Rental Agreement, or has obtained all necessary authorizations or permission. Event Holder will assume all costs, expenses, and damages arising from the their 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 Arapahoe County, its officers, agents, and employees harmless from any claims or costs, including legal fees, which might arise from use of any such material.

Key Distribution

Arapahoe County Fairgrounds management may, in its sole discretion, distribute keys and/or access cards to the Arapahoe County Fairgrounds' facilities. Such distribution will be arranged during Event planning meetings. Failure to return distributed keys and/or access cards at the specified time may result in forfeiture of the damage deposit and any additional costs. Should the Event Holder fail to return the keys and/or access cards as required, Arapahoe County will determine if it is necessary to re-key any facilities. If such action is necessary, the Event Holder shall be responsible for any and all expenses.

Limitation of Liabilities

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

Agreement. Users of Arapahoe County Fairgrounds are advised to procure event cancellation insurance. Arapahoe 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 by the Event Holder pursuant to the Rental Agreement.

Lost or Stolen Articles

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

Open Carrying of Firearms

Pursuant to Colorado Revised Statute Section 29-11.7-104, open carrying of firearms is prohibited throughout the Arapahoe County Fairgrounds and at all Arapahoe County facilities.

Operating Hours

Business hours for the Arapahoe County Fairgrounds are Monday through Friday from 8:00am – 4:00pm. Weekdays after 4:00pm and all day Saturday and Sunday are considered after hours. The terms “set up” or “tear down” shall include the use of the Arapahoe County Fairgrounds for moving in and out in preparation for an Event. The hours for set up and tear down shall be specified in the Rental Agreement and will be at the discretion of Arapahoe County.

Parking Lots and Roadways

Multiple Events may be conducted simultaneously at the Arapahoe County Fairgrounds. It is the Event Holder's responsibility to coordinate with Arapahoe County on parking area assignments. Fire lanes must be kept open for police, fire, ambulance, and other emergency units.

Event Holder shall be responsible for property damage or injuries in the parking area prior to, during, and after the time of the Event.

All efforts are made to provide snow removal in the event of 4” of snowfall or more (per DIA ratings) on the weekend with the roadways and building entrances being plowed. Shovels are available for the Event Holder to utilize on sidewalks on entrances for the removal of snow.

Photos

Arapahoe County may take photos of any and all Events held at Arapahoe County Fairgrounds. These photos shall be the property of Arapahoe County and may be used by Arapahoe County for educational or promotional materials at no cost to Arapahoe County.

Planning Meeting

As deemed necessary by Arapahoe County, 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 a minimum of two (2) weeks prior to Event Holder's scheduled Event. An Event follow up meeting may be required by Arapahoe County Fairgrounds management.

Safety

The Event Holder understands that Arapahoe County Fairgrounds facilities and services are being made available for the only for the reserved purpose and on the condition that the Event Holder, its staff, and its attendees do not disrupt the property or the normal operation of the Arapahoe County Fairgrounds. The Event Holder agrees at all times to adhere to all rules, regulations, and policies of the Arapahoe County Fairgrounds, and to follow all reasonable directions and instructions of Arapahoe County officials, including hired security personnel. Arapahoe County reserves the right to revoke access privileges to any Event holder, Event staff, Event attendees, or Event guests for violating the law or any policy, rule, or procedure, or if the person's conduct becomes, in Arapahoe County's sole and absolute discretion, disruptive or creates concerns for the health and safety of any other person. In such event, the Event Holder shall make arrangements for the immediate removal of such person from Arapahoe County Fairgrounds property.

Security

Arapahoe County may require security for an Event at Event Holder's expense, based on the type of Event and/or when the Event is scheduled. Arapahoe County Sheriff's Office, and /or Arapahoe County Fairgrounds management will evaluate security needs for an Event.

Security is required for Events where alcohol is served or provided. For such Events, the number of security personnel required shall be determined and included in the Rental Agreement. Arapahoe County Fairgrounds management reserves the option of requiring additional security or parking personnel as needed, dependant on the Event type and/or its history. Security during the Event will be for the Arapahoe County Fairgrounds described in the rental Agreement. Security will arrive 30 minutes prior to an Event and is responsible for securing the facility and gates at the completion of the Event. Event Holders for all Events scheduled at the Arapahoe County Fairgrounds will be required to contract with the security company that is a required County vendor with whom Arapahoe County has contracted.

Smoking

Smoking is prohibited by law at all times within all buildings owned, leased, or operated by Arapahoe County. A designated smoking area is required at all large Events. Smaller Events must not allow smoking within 50' of any building entrance per County policy.

Sub-Leasing

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

Use of or Loss of Arapahoe County Equipment

Arapahoe County's employees and volunteers are the only insured users of Arapahoe County's motorized equipment. Use of this equipment by an Event Holder is strictly prohibited. Additionally, Event Holder shall not dispose of any equipment or materials owned by Arapahoe County.

EXHIBIT A

RENTAL AGREEMENT



Contract #

Standard Event Rental Agreement
 Arapahoe County Fairgrounds and Park
 25690 East Quincy Avenue, Aurora, CO 80016
 Business Office: 6934 South Lima Street
 Centennial, CO 80112 303-795-4955

This Rental Agreement is effective as of the date of execution by the County, between the undersigned Event Holder and Arapahoe County, Colorado, whose address is 5334 South Prince Street, Littleton, Colorado 80120-1136 (hereinafter referred to as "County"). The parties hereby agree to the following terms: **Arapahoe County Fairgrounds and Park Event Rentals Policies and Procedures**. In signing this Rental Agreement, the Event Holder represents that he/she has read a copy of Arapahoe County Fairgrounds and Park Event Rentals Policies and Procedures (the "Policies and Procedures"), available at www.co.arapahoe.co.us and hereby agrees to abide by the Policies and Procedures.

EVENT HOLDER: Company Name (if applicable):
 Contact Name: Phone:
 Address:
 Email:

EVENT DESCRIPTION: Name of Event:
 Type & Description of Event:
 Date(s) & Time(s) of Event (multiple dates may be combined)
 Set Up Time(s) & Tear Down Time(s):
 Estimated Number of People:
 Alcoholic Beverages: None Sold (requires liquor license) Provided (no sales)
 Security Required: Yes No

Facility and Services Rental Details. Full description of the Arapahoe County Fairgrounds and Park facility, rental rates, and applicable fees are contained in Exhibit 1 of this Rental Agreement.

	Description	Daily or Hourly Rate (if applicable)	Total Rate
Event Location(s):		\$	\$
Facility Equipment:		\$	\$
Facility Services and/or Staffing Required:	-	-	-
Other Fees:	-	-	-
Tenant User Liability Insurance	Certificate of Insurance	\$	\$
Security Fee	-	\$	\$
Damage Deposit (refundable)	Refer to Damage Deposit Description	\$	\$
		Total Facility & Service Fees:	\$

Arapahoe County Fairgrounds & Park Rental Agreement (continued)

EVENT HOLDER: _____ **EVENT NAME:** _____ **EVENT DATE(S):** _____

Payment of Fees. A non-refundable rental deposit equal to 25% of facility and services fee shall be paid on the date this Rental Agreement is signed by the Event Holder for Events with rental fees in excess of \$201.00. The balance of rental fees shall be due and paid a minimum of 30 days prior to the start of the scheduled event. Rental fees not received a minimum of 30 days prior to event start risk cancellation of the event. Rental fees less than or equal to \$200.00 must be paid in full at the time of booking an Event. Fees must be paid by **MONEY ORDER, CASHIER'S CHECK, or BUSINESS CHECK ONLY**, payable to Arapahoe County, not by credit or debit card.

Damage Deposit. Event Holder shall pay a refundable damage deposit by **MONEY ORDER, CASHIER'S CHECK, or BUSINESS CHECK ONLY**, payable to Arapahoe County, a minimum of 30 days prior to the commencement of the Event in the amount based on the number of people attending the Event as specified in Exhibit 1 to this Rental Agreement. Failure to pay the damage deposit a minimum of thirty (30) days prior to the Event may result in termination of this Rental Agreement. The damage deposit will be refunded if the facilities rented are left in its original condition and there are no damages, and contracts for any required security or required county vendors are paid in full and the contracts completed. Damages or costs assessed after the Event that are in excess of the damage deposit shall be paid by the Event Holder within 14 days after receiving written notice from the County.

Force Majeure. Neither the County nor the Event Holder shall be liable for any delay in or failure of the Event, any covenant or promise contained in this Rental Agreement, nor shall any delay or failure constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Rental Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargos, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

Alcoholic Beverages. Alcohol is strictly prohibited at the Arapahoe County Fairgrounds unless prior approval is obtained from Arapahoe County and proof of liability insurance is received by Arapahoe County. If the Event Holder fails to disclose that alcohol is to be sold or provided, as described in the Policies and Procedures, the Event Holder, participants, spectators, and anyone else involved with the Event are subject to removal, citation, and/or arrest at the discretion of the Arapahoe County Sheriff's Office, and the Event Holder's deposit will be forfeited.

Security. Security is required for Events where alcohol is served or provided. For such Events, Arapahoe County requires two security personnel for the first 100 people and one additional security personnel for every 100 additional people. Fairgrounds staff reserves the option of requiring increased additional security or parking personnel as needed, dependent on the Event type, an increase in the number of Event attendees, and/or the Event's history. Security during the Event will be for the Fairgrounds, facilities, Park, and all parking areas. Security will arrive 30 minutes prior to an Event and is responsible for securing the facility and gates at the completion of the Event. Event Holders for all Events scheduled at the Arapahoe County Fairgrounds and Regional Park will be required to contract with the security company that is an approved County vendor with whom Arapahoe County has contracted. For some events where alcohol is not served or provided, the Event Holder may be required to pay for Security to close and lock the Facility.

Event Holder Attendance. The Event Holder is required to notify Arapahoe County at least 30 days prior to the Event if the expected attendance listed on page 1 of this Contract has increased or decreased. Although Arapahoe County tries to accommodate all reasonable requests for additional attendees in excess of initial projections, it is not required to do so, and Arapahoe County Fairgrounds reserves the right, in its sole discretion, to refuse such requests. If the Event Holder notifies Arapahoe County 30 days prior to the Event that participation has increased by more than 100 people, additional security fees will be assessed, the Event may be required to move to an alternate location at the Fairgrounds, and the Event Holder could incur additional charges depending on facility capacity. If the Event Holder increases participation by more than 20% and/or 100 people and does not notify Arapahoe County 30 days prior to the Event, additional security fees and a financial penalty will be assessed. The financial penalty is 10% of contracted Facility and Services Fees or \$500 (whichever is greater). If the increase in attendance exceeds the suggested fire safety capacity, Arapahoe County Fairgrounds reserves the right, in its sole discretion, to immediately discontinue the Event.

Safety. The Event Holder understands that Arapahoe County Fairgrounds facilities and services are being made available for the only for the reserved purpose and on the condition that the Event Holder, its staff, and its attendees do not disrupt the property or the normal operation of the Arapahoe County Fairgrounds. The Event Holder agrees at all times to adhere to all rules, regulations, and policies of the Arapahoe County Fairgrounds, and to follow all reasonable directions and instructions of Arapahoe County officials, including hired security personnel. Arapahoe County reserves the right to revoke access privileges to any Event holder, Event staff, Event attendees, or Event guests for violating the law or any policy, rule, or procedure, or if the person's conduct becomes, in Arapahoe County's sole and absolute discretion, disruptive or creates concerns for the health and safety of any other person. In such event, the Event Holder shall make arrangements for the immediate removal of such person from Arapahoe County Fairgrounds property.

Insurance: Event Holder is required to procure and maintain, at its own expense, general liability insurance, automobile liability insurance, workers' compensation insurance, and host liquor liability insurance in the amounts as required in the Policies and Procedures for all Events. At the discretion of ARAPAHOE COUNTY, insurance may be waived for certain events (i.e. classroom usage).

A certificate of insurance or payment of tenant user liability insurance must be provided to Arapahoe County at the time of entering into this Rental Agreement for the scheduled Event. The certificate of insurance must name Arapahoe County as additional insured. 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 an Arapahoe County Facility except as otherwise stated herein.

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 the Events Holder's Event, pursuant to this Rental Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, or other fault of Event Holder, any officer, employee, representative or agent of the Event Holder, anyone directly or indirectly employed

Arapahoe County Fairgrounds & Park Rental Agreement (continued)

EVENT HOLDER: **EVENT NAME:** **EVENT DATE(S):**

by the Event Holder, or anyone for whose acts the Event Holder may be liable; provided, however, that except for workers' compensation, disability benefits or other similar employee benefit claims, Event Holder is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any grossly negligent act or omission of the County, or its officers, agents or employees. Event Holder's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

With respect to any and all claims against the County or any of their officers, employees or agents by any employee of 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 workers' compensation acts, disability benefit acts, or other employee benefit acts.

Nothing in this Rental Agreement or in any actions taken by the County pursuant to this Rental Agreement shall be deemed a waiver of the County's sovereign immunity under the Colorado Governmental Immunity Act, Colorado Revised Statutes §§24-10-101 *et seq.*

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 Colorado Revised Statutes §13-21-119.

Termination of Agreement. County and Event Holder shall have the right to terminate this Rental Agreement, with or without cause, by providing written notice at least thirty (30) days prior to the Date of Event. County shall also have the right to immediately terminate this Rental Agreement for cause, by providing written notice to the Event Holder, should Event Holder fail to fulfill, in a timely and proper manner, its obligations, covenants or stipulations pursuant to this Rental Agreement.

Assignability. This Rental Agreement shall not be assigned or transferred without the prior, express and written consent of the County.

Notices. Notices to be provided under this Rental Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth above.

Governing Law. This Rental Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Colorado. Venue for any civil action relating to this Rental Agreement shall be in Arapahoe County, Colorado.

Entire Agreement. This Rental Agreement represents the entire and integrated agreement between the County and the Event Holder and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this Rental Agreement must be in writing and be signed by both the County and the Event Holder. If any portion of this Rental Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Rental Agreement shall be of full force and effect.

Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Rental Agreement that require continued performance, compliance, or effect beyond the termination date of the Rental Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Authority. Each party represents and warrants that each has the power and authority to enter into this Rental Agreement and to perform the duties and obligations described herein.

Execution. This Rental Agreement may be executed in counterparts. Any signed document transmitted by fax shall be considered an original document and shall have the binding and legal effect of an original document. The signature of any party upon a faxed document shall be considered an original signature.

Special Provisions.

EVENT HOLDER	COUNTY OF ARAPAHOE
	STATE OF COLORADO
_____ / /2016	_____ / /2016
Authorized Representative for Event Holder	Matt Bixenman, Fairgrounds Operations Supervisor 25690 East Quincy Avenue, Aurora, CO 80016
Representative's Printed Name	OR
_____ / /2016	_____ / /2016
Representative's Mailing Address	Glen Poole, Open Space Operations Manager 6934 South Lima Street, Centennial, CO 80112
_____ / /2016	_____ / /2016
Representative's Phone Number	Shannon Carter, Open Space Director 6934 South Lima Street, Centennial, CO 80112

EXHIBIT B

RELEASE AND WAIVER OF LIABILITY

ARAPAHOE COUNTY FAIRGROUNDS AND PARK
25690 East Quincy Avenue, Aurora, Colorado 80016
RELEASE AND WAIVER OF LIABILITY
AND ASSUMPTION OF RISK AGREEMENT

Event: _____ Event Date: _____

Event Location: _____

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

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

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

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

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

Executed at: _____, Colorado on _____, 20__

Name of Participant: _____

Address: _____

Telephone: _____ Cell Number: _____ E-mail address: _____

Signature: _____

Emergency contact/phone number: _____

EXHIBIT C

INCIDENT REPORT

Arapahoe County Fairgrounds and Park
25690 East Quincy Avenue, Aurora, Colorado 80016
Incident Report

Report made by: _____

Date submitted: _____

Name, address and telephone number of the injured person or persons: _____

Name, address and telephone number of any witnesses, along with a witness statement: _____

Description of the accident (how, when, and where it happened): _____

Description of the extent of bodily injury and/or property damage: _____

Action Taken by the Event Holder: _____

Name of Event Holder's contact person and his/her telephone number(s): _____

EXHIBIT D

DECORATING, CLEANING AND CAPACITY GUIDELINES

Event: _____ Date(s): _____
Event location(s): _____

Our goal at the Fairgrounds is to meet the needs of our customers in such a way as to minimize the negative impact on the facilities, and to leave the facility in good condition to maximize the efficiency of our small staff. You can assist in this endeavor if you will follow these guidelines.

Decorating and Set-Up

- Please do not attach anything to the painted surfaces, wood surfaces, or glass.
- We ask that you not lean things against the wall without protecting the painted surface.
- If you need to tape electric cords to the floor, please DO NOT use duct tape. Most tapes especially duct tape leave a residue which fouls our floor machines. You can purchase Gaffer tape from our front office that is approved for the floors.
- Nothing may be hung from the ceilings or beams.
- In the Exhibition Halls, Conference Rooms or restrooms - confetti, birdseed, rice, glitter or similar items are not allowed so please do not use them in your decorating plan. This includes face painting and/or costumes where glitter is used and can wash off or fall off. We also do not allow hay or straw inside the Exhibition Halls or Conference Rooms.
- **All** doors are emergency exits. Please do not place anything in these doorways which would impede emergency egress. There must be a minimum of 6' passage between emergency exits
- If you place items on tables that might mark, scratch, or stain the surface, or if candles are being used on the tables, please cover the table to prevent damage to the table. Please be conscious of how much weight is being placed on tables.
- Smoking is not allowed in any County building. Smokeless tobacco is also not allowed in any County building.
- Glass containers (such as beer bottles) are not allowed.
- Liquid petroleum (Propane, butane, etc.), hazardous materials (wet cell batteries, fuel, gunpowder) is not allowed in any building. Sterno may be used with chaffing dishes. Candles should have something under them to catch dripping wax. There will be a \$50.00 fee if wax is found any table and/or the floor.
- Children are to be supervised by an adult at all times.
- We are very sensitive to the needs of our customers who are authorized to use the parking spaces designated for the handicapped. We ask your cooperation in this area. Cars parked in the designated handicapped spaces, without proper identification, will be asked to be moved. If a vehicle is not moved it will be towed at the owner's expense.
- Cars are not to be parked or left unattended in designated Fire Lanes at any time.

It is understood that these guidelines are an addition to the Fairgrounds Policy Statement and are not all-inclusive.

Cleaning Guidelines

CLEANING GUIDELINES FOR EXHIBITION HALL(S) AND CONFERENCE ROOMS

1. Take down all decorations
2. Pick up trash
3. Wipe off tables and chairs
4. Wipe up spills on floor and sweep up debris and dirt
5. Take trash to outside dumpster
6. Ensure all restrooms are cleaned and trash containers empty
7. Ensure there are no finger prints or smudges on restroom bathrooms
8. Ensure all trash is picked up from the parking lot
9. Remove all belongings

CLEANING GUIDELINES FOR KITCHENS

1. Remove all food from refrigerator/shelving
2. Wipe off all counter tops
3. Wipe out microwave and any other appliances
4. Sweep floor
5. Mop floor
6. Rinse out sink
7. Take trash to outside dumpster

Capacity Guidelines

Event Holder Attendance. The Event Holder is required to notify Arapahoe County at least 30 days prior to the Event if the expected attendance listed on page 1 of this Contract has increased or decreased. Although Arapahoe County tries to accommodate all reasonable requests for additional attendees in excess of initial projections, it is not required to do so, and Arapahoe County Fairgrounds reserves the right, in its sole discretion, to refuse such requests. If the Event Holder notifies Arapahoe County 30 days prior to the Event that participation has increased by more than 100 people, additional security fees will be assessed, the Event may be required to move to an alternate location at the Fairgrounds, and the Event Holder could incur additional charges depending on facility capacity. **If the Event Holder increases participation by more than 20% and/or 100 people and does not notify Arapahoe County 30 days prior to the Event, additional security fees and a financial penalty will be assessed. The financial penalty is 10% of contracted Facility and Services Fees or \$500 (whichever is greater). If the increase in attendance exceeds the suggested fire safety capacity, Arapahoe County Fairgrounds reserves the right, in its sole discretion, to immediately discontinue the Event.**

Safety. The Event Holder understands that Arapahoe County Fairgrounds facilities and services are being made available for the only for the reserved purpose and on the condition that the Event Holder, its staff, and its attendees do not disrupt the property or the normal operation of the Arapahoe County Fairgrounds. The Event Holder agrees at all times to adhere to all rules, regulations, and policies of the Arapahoe County Fairgrounds, and to follow all reasonable directions and instructions of Arapahoe County officials, including hired security personnel. Arapahoe County reserves the right to revoke access privileges to any Event holder, Event staff, Event attendees, or Event guests for violating the law or any policy, rule, or procedure, or if the person’s conduct becomes, in Arapahoe County’s sole and absolute discretion, disruptive or creates concerns for the health and safety of any other person. In such event, the Event Holder shall make arrangements for the immediate removal of such person from Arapahoe County Fairgrounds property.

I have read and understand the decoration guidelines listed above. I understand that if the guidelines are not followed, a financial penalty may be incurred.

Event Holder: _____ Date: _____



Standard Event Rental Agreement
 Arapahoe County Fairgrounds and Park
 25690 East Quincy Avenue, Aurora, CO 80016
 Business Office: 6934 South Lima Street
 Centennial, CO 80112 303-795-4955

This Rental Agreement is effective as of the date of execution by the County, between the undersigned Event Holder and Arapahoe County, Colorado, whose address is 5334 South Prince Street, Littleton, Colorado 80120-1136 (hereinafter referred to as "County"). The parties hereby agree to the following terms: **Arapahoe County Fairgrounds and Park Event Rentals Policies and Procedures.**

In signing this Rental Agreement, the Event Holder represents that he/she has read a copy of Arapahoe County Fairgrounds and Park Event Rentals Policies and Procedures (the "Policies and Procedures"), available at www.co.arapahoe.co.us and hereby agrees to abide by the Policies and Procedures.

EVENT HOLDER: Company Name (if applicable):

Contact Name: Phone:

Address:

Email:

EVENT DESCRIPTION: Name of Event:

Type & Description of Event:

Date(s) & Time(s) of Event (multiple dates may be combined)

Set Up Time(s) & Tear Down Time(s):

Estimated Number of People:

Alcoholic Beverages: None Sold (requires liquor license) Provided (no sales)

Security Required: Yes No

Facility and Services Rental Details. Full description of the Arapahoe County Fairgrounds and Park facility, rental rates, and applicable fees are contained in Exhibit 1 of this Rental Agreement.

	Description	Daily or Hourly Rate (if applicable)	Total Rate
Event Location(s):		\$	\$
Facility Equipment:		\$	\$
Facility Services and/or Staffing Required:	-	-	-
Other Fees:	-	-	-
Tenant User Liability Insurance	Certificate of Insurance	\$	\$
Security Fee	-	\$	\$
Damage Deposit (refundable)	Refer to Damage Deposit Description	\$	\$
		Total Facility & Service Fees:	\$

Arapahoe County Fairgrounds & Park Rental Agreement (continued)

EVENT HOLDER: **EVENT NAME:** **EVENT DATE(S):**

Payment of Fees. A non-refundable rental deposit equal to 25% of facility and services fee shall be paid on the date this Rental Agreement is signed by the Event Holder for Events with rental fees in excess of \$201.00. The balance of rental fees shall be due and paid a minimum of 30 days prior to the start of the scheduled event. Rental fees not received a minimum of 30 days prior to event start risk cancellation of the event. Rental fees less than or equal to \$200.00 must be paid in full at the time of booking an Event. Fees must be paid by **MONEY ORDER, CASHIER'S CHECK, or BUSINESS CHECK ONLY**, payable to Arapahoe County, not by credit or debit card.

Damage Deposit. Event Holder shall pay a refundable damage deposit by **MONEY ORDER, CASHIER'S CHECK, or BUSINESS CHECK ONLY**, payable to Arapahoe County, a minimum of 30 days prior to the commencement of the Event in the amount based on the number of people attending the Event as specified in Exhibit 1 to this Rental Agreement. Failure to pay the damage deposit a minimum of thirty (30) days prior to the Event may result in termination of this Rental Agreement. The damage deposit will be refunded if the facilities rented are left in its original condition and there are no damages, and contracts for any required security or required county vendors are paid in full and the contracts completed. Damages or costs assessed after the Event that are in excess of the damage deposit shall be paid by the Event Holder within 14 days after receiving written notice from the County.

Force Majeure. Neither the County nor the Event Holder shall be liable for any delay in or failure of the Event, any covenant or promise contained in this Rental Agreement, nor shall any delay or failure constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Rental Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargos, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

Alcoholic Beverages. Alcohol is strictly prohibited at the Arapahoe County Fairgrounds unless prior approval is obtained from Arapahoe County and proof of liability insurance is received by Arapahoe County. If the Event Holder fails to disclose that alcohol is to be sold or provided, as described in the Policies and Procedures, the Event Holder, participants, spectators, and anyone else involved with the Event are subject to removal, citation, and/or arrest at the discretion of the Arapahoe County Sheriff's Office, and the Event Holder's deposit will be forfeited.

Security. Security is required for Events where alcohol is served or provided. For such Events, Arapahoe County requires two security personnel for the first 100 people and one additional security personnel for every 100 additional people. Fairgrounds staff reserves the option of requiring increased additional security or parking personnel as needed, dependent on the Event type, an increase in the number of Event attendees, and/or the Event's history. Security during the Event will be for the Fairgrounds, facilities, Park, and all parking areas. Security will arrive 30 minutes prior to an Event and is responsible for securing the facility and gates at the completion of the Event. Event Holders for all Events scheduled at the Arapahoe County Fairgrounds and Regional Park will be required to contract with the security company that is an approved County vendor with whom Arapahoe County has contracted. For some events where alcohol is not served or provided, the Event Holder may be required to pay for Security to close and lock the Facility.

Event Holder Attendance. The Event Holder is required to notify Arapahoe County at least 30 days prior to the Event if the expected attendance listed on page 1 of this Contract has increased or decreased. Although Arapahoe County tries to accommodate all reasonable requests for additional attendees in excess of initial projections, it is not required to do so, and Arapahoe County Fairgrounds reserves the right, in its sole discretion, to refuse such requests. If the Event Holder notifies Arapahoe County 30 days prior to the Event that participation has increased by more than 100 people, additional security fees will be assessed, the Event may be required to move to an alternate location at the Fairgrounds, and the Event Holder could incur additional charges depending on facility capacity. If the Event Holder increases participation by more than 20% and/or 100 people and does not notify Arapahoe County 30 days prior to the Event, additional security fees and a financial penalty will be assessed. The financial penalty is 10% of contracted Facility and Services Fees or \$500 (whichever is greater). If the increase in attendance exceeds the suggested fire safety capacity, Arapahoe County Fairgrounds reserves the right, in its sole discretion, to immediately discontinue the Event.

Safety. The Event Holder understands that Arapahoe County Fairgrounds facilities and services are being made available for the only for the reserved purpose and on the condition that the Event Holder, its staff, and its attendees do not disrupt the property or the normal operation of the Arapahoe County Fairgrounds. The Event Holder agrees at all times to adhere to all rules, regulations, and policies of the Arapahoe County Fairgrounds, and to follow all reasonable directions and instructions of Arapahoe County officials, including hired security personnel. Arapahoe County reserves the right to revoke access privileges to any Event holder, Event staff, Event attendees, or Event guests for violating the law or any policy, rule, or procedure, or if the person's conduct becomes, in Arapahoe County's sole and absolute discretion, disruptive or creates concerns for the health and safety of any other person. In such event, the Event Holder shall make arrangements for the immediate removal of such person from Arapahoe County Fairgrounds property.

Insurance: Event Holder is required to procure and maintain, at its own expense, general liability insurance, automobile liability insurance, workers' compensation insurance, and host liquor liability insurance in the amounts as required in the Policies and Procedures for all Events. At the discretion of ARAPAHOE COUNTY, insurance may be waived for certain events (i.e. classroom usage).

A certificate of insurance or payment of tenant user liability insurance must be provided to Arapahoe County at the time of entering into this Rental Agreement for the scheduled Event. The certificate of insurance must name Arapahoe County as additional insured. 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 an Arapahoe County Facility except as otherwise stated herein.

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 the Events Holder's Event, pursuant to this Rental Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, or other fault of Event Holder, any officer, employee, representative or agent of the Event Holder, anyone directly or indirectly employed

Arapahoe County Fairgrounds & Park Rental Agreement (continued)

EVENT HOLDER: **EVENT NAME:** **EVENT DATE(S):**

by the Event Holder, or anyone for whose acts the Event Holder may be liable; provided, however, that except for workers' compensation, disability benefits or other similar employee benefit claims, Event Holder is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any grossly negligent act or omission of the County, or its officers, agents or employees. Event Holder's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

With respect to any and all claims against the County or any of their officers, employees or agents by any employee of 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 workers' compensation acts, disability benefit acts, or other employee benefit acts.

Nothing in this Rental Agreement or in any actions taken by the County pursuant to this Rental Agreement shall be deemed a waiver of the County's sovereign immunity under the Colorado Governmental Immunity Act, Colorado Revised Statutes §§24-10-101 *et seq.*

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 Colorado Revised Statutes §13-21-119.

Termination of Agreement. County and Event Holder shall have the right to terminate this Rental Agreement, with or without cause, by providing written notice at least thirty (30) days prior to the Date of Event. County shall also have the right to immediately terminate this Rental Agreement for cause, by providing written notice to the Event Holder, should Event Holder fail to fulfill, in a timely and proper manner, its obligations, covenants or stipulations pursuant to this Rental Agreement.

Assignability. This Rental Agreement shall not be assigned or transferred without the prior, express and written consent of the County.

Notices. Notices to be provided under this Rental Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth above.

Governing Law. This Rental Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Colorado. Venue for any civil action relating to this Rental Agreement shall be in Arapahoe County, Colorado.

Entire Agreement. This Rental Agreement represents the entire and integrated agreement between the County and the Event Holder and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this Rental Agreement must be in writing and be signed by both the County and the Event Holder. If any portion of this Rental Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Rental Agreement shall be of full force and effect.

Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Rental Agreement that require continued performance, compliance, or effect beyond the termination date of the Rental Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Authority. Each party represents and warrants that each has the power and authority to enter into this Rental Agreement and to perform the duties and obligations described herein.

Execution. This Rental Agreement may be executed in counterparts. Any signed document transmitted by fax shall be considered an original document and shall have the binding and legal effect of an original document. The signature of any party upon a faxed document shall be considered an original signature.

Special Provisions.

<p>EVENT HOLDER</p> <p>_____ / /2016</p> <p>Authorized Representative for Event Holder</p> <p>_____</p> <p>Representative's Printed Name</p> <p>_____</p> <p>Representative's Mailing Address</p> <p>_____</p> <p>_____</p> <p>Representative's Phone Number</p>	<p>COUNTY OF ARAPAHOE</p> <p>STATE OF COLORADO</p> <p>_____ / /2016</p> <p>Matt Bixenman, Fairgrounds Operations Supervisor 25690 East Quincy Avenue, Aurora, CO 80016</p> <p>OR</p> <p>_____ / /2016</p> <p>Glen Poole, Open Space Operations Manager 6934 South Lima Street, Centennial, CO 80112</p> <p>_____ / /2016</p> <p>Shannon Carter, Open Space Director 6934 South Lima Street, Centennial, CO 80112</p>
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Exhibit 1 to Rental Agreement Rental Rates

FACILITY AREAS	
FULL FACILITY	\$5,500 per day
<ul style="list-style-type: none"> • EXHIBITION HALL WITH FULL KITCHEN • MAIN HALL WITH WARMING KITCHEN • EAST WING • ALL CONFERENCE ROOMS • PUBLIC ADDRESS SYSTEM • ALL FAIRGROUNDS PARKING • CENTRAL GREEN & SUN SHADE • ALL RESTROOMS 	Price does not include chairs, tables, bleachers, stage. NOTE: Rental of multiple facility areas may constitute full facility rental where full facility per day rates would apply.
EXHIBITION HALL (209' X 119')	\$2,000 per day (possibility to split hall for 2 events)
EXHIBITION HALL WEST	\$1,000 per day
EXHIBITION HALL EAST	\$1,000 per day
EXHIBITION HALL FULL KITCHEN	\$400 per day (possibility to split kitchen for 2 events)
EXHIBITION HALL WEST KITCHEN	\$300 per day
EXHIBITION HALL EAST WARMING KITCHEN	\$100 per day
MAIN HALL (85' x 85')	\$500 per day
WARMING KITCHEN	\$100 per day (ONLY available in conjunction with Main Hall rental)
EAST WING (225' x 75')	\$900 per day
PAINTBRUSH CONFERENCE ROOM (43' x 30')	\$200 per day
LOG ROOM (33' x 13')	\$100 per day
COVERED RODEO ARENA (150' x 240')	\$750 (worked once) \$35 for each additional working
SHOW ARENA (120' x 180')	\$300 (worked once) \$35 for each additional working
SUN SHADE W/ RESTROOM USE	\$200
½ DAY SET UP (Noon – 4pm)	25% of Facility Rental Rate
FULL DAY SET-UP (8am-4pm)	50% of Facility Rental Rate
EQUIPMENT	
STAGE (16' x 16')	\$100 (with rental of Main Hall or East Wing)
TABLES (8' rectangle; seats 8 to 10); (6' rectangle; seats 6 to 8); (5' round; seats 6 to 10)	\$5 each
CHAIRS Grey metal folding; green plastic, black mesh	\$1 each
BLEACHERS:	
• Four row, 15' (2 available)	On-Site \$20 Off-Site \$60
• Five row, 8' (2 available)	On-Site \$35 Off-Site \$75
• Nine row, 45' (1 available, towable)	On-Site \$100 Off-Site \$1,000
• Ten row, 45' (3 available, towable)	On-Site \$100 Off-Site \$1,000
PORTABLE PUBLIC ADDRESS SYSTEM	\$100
PROJECTOR SCREEN	\$20
DIVIDER PANELS	\$30
DAMAGE DEPOSIT (Money Order, Cashier's Check or Cash only)	
• 1-300 People	\$900
• 301-600 People	\$1,100
• 601-1,000 People	\$1,300
• 1,001-1,300+ People	\$1,500
MISCELLANEOUS	
HORSE STALLS (uncovered; 40 available)	\$20 per day each; minimum stay is 3 stalls for 3 nights
DRY CAMPING	\$20 per day each
LABOR AND EQUIPMENT RATES	\$40 per hour for staff or \$75 per hour for staff operated equipment (tractor, etc.)
TRASH ROLL OFFS (30 yard)	\$380 each
ADDITIONAL ROLL OFF	\$100 each
PARKING LOT	\$150 per lot; free with facility rental

IMPORTANT NOTES

**** Full-day events may begin at 7:00 a.m. and go through 12:00 a.m. (midnight); cleanup must be completed by 3:00 a.m. the following day.**
For all Commercial Events Arapahoe County receives 10% per seat fee for paid, ticketed events: 25% of all food sales; and 30% of alcohol sales.
Note: 25% discount for week day events, and also have special separate pricing for commercial events as well as non-profit events, ask event staff.



Board Summary Report

Date: July 27, 2016
To: Board of County Commissioners
Through: David C. Walcher, Sheriff
From: Olga Fujaros, Budget & Logistics Manager
Subject: Regional Crime Laboratory

Direction/Information: The Sheriff's Office is providing information.

Request and Recommendation

The Sheriff's Office is providing information to the Board of County Commissioners about a collaborative effort between the Arapahoe County Sheriff's Office (ACSO) and other agencies in the 18th Judicial District to research the feasibility of building a regional crime laboratory for the purpose of better serving the citizens in our community.

Background

Over the past year Sheriff Dave Walcher and members of his staff along with Douglas County Sheriff Tony Spurlock, Aurora Police Department Chief Nick Metz, and 18th Judicial District Attorney George Brauchler have been in discussion about the possibility of building a regional crime laboratory to better serve the citizens of the 18th Judicial District.

Currently, the agencies within the 18th Judicial District must rely on the Colorado Bureau of Investigation (CBI) or other outside laboratories for all DNA analysis, a majority of chemistry analysis, and most firearms/ballistics testing. The backlog of DNA cases as well as limited capability of the State of Colorado's crime lab at CBI has hindered the ability of submitting agencies to receive timely results and ultimately solve crimes which rely on forensic evidence.

Links to Align Arapahoe

The Regional Crime Lab is consistent with the County goals of Service First, Quality of Life – Community Safety and Fiscal Responsibility. Having a full service lab within the 18th Judicial District will provide for more efficient and effective processing of evidence for the victims in our community resulting in better customer service and safer community. The regionalization and combining of resources to operate this lab reduces the financial burden of any one agency attempting to finance a full service lab on their own.

Discussion

The Arapahoe County Sheriff's Office, Douglas County Sheriff's Office, Aurora Police Department, and the 18th Judicial District Attorney's Office have been in discussion and formed a working group to determine the feasibility of forming a regionalized crime lab for agencies within the 18th Judicial District (Arapahoe, Douglas, Lincoln and Elbert Counties). This regional crime lab will be able to provide full service functionality to include DNA, drug chemistry and firearms analyses, fingerprint/palm print analyses &

comparison, and shoe/tire track analyses and comparison. A full service laboratory will allow for the respective agencies to have more control over the case management, analytical processes conducted and the timeframes for which the analyses are completed.

As mentioned above, the agencies within the 18th Judicial District currently rely on the Colorado Bureau of Investigation (CBI) or other outside laboratories for all DNA analysis, a majority of chemistry analysis, and most firearms/ballistics testing. These analyses are at the discretion of the laboratory being utilized for case-priority status, the type of testing to be conducted and the number of samples to be analyzed. Priorities are determined by the outside laboratories with cases pending from throughout the state. Many cases are held up for months to years before they are analyzed by these outside entities. Having a full service lab within the 18th Judicial District would allow for participating law enforcement agencies and the District Attorney's Office to make these decisions directly with the laboratory, removing some of the limitations currently in place and providing a better service to our communities.

Cases involving evidence to be analyzed by several laboratory disciplines could easily be prioritized and efficiently handled with one full-service location. The handling of cases and evidence analysis will be much more efficient being handled entirely in one laboratory. Analysts from the various disciplines will be housed in the same building and will therefore be able to communicate and collaborate on the handling of all cases. Courtroom proceedings will also be more efficient in that all analysts testifying will be from our Regional Lab, rather than the analysts having to travel from Colorado Bureau of Investigation (currently in Denver, moving to Arvada). This will make courtroom testimony and preparation more convenient for the analysts and attorneys involved.

None of the agencies within the 18th Judicial District have existing facilities that could handle a regional crime laboratory. In order to house all of the new technologies and addition/expansion of disciplines and the additional personnel needed, a new facility would need to be purchased or constructed.

With a newly constructed facility, there are additional opportunities that can be considered to include an expanded computer forensics/internet crimes investigations section and a forensic toxicology laboratory which could conduct DUI/DUID testing, drug testing and post-mortem analyses.

The working group met with Interact Business Group, a very well-known and referenced entity that writes strategic business plans for public safety agencies exclusively. They provided numerous local as well as recent similar projects for examples of their work and references. They come highly recommended by all contacted as to their knowledge and work product in this area.

Based on the recommendation of the working group, Douglas County approved the funding for an initial feasibility study by Interact to evaluate the regional lab concept. Interact Business Group will complete a feasibility study and business plan which will include:

- Needs Assessment, Current Condition report,
- Operations and Governance Plan,
- Facility and Equipment Assessment,
- Financial and Resource Assessment,
- Cost Benefit Analysis,
- Funding Strategy and a Go Forward Plan,
- Site Plan and Bubble Diagram

On July 14, 2016 ACSO received a final draft of the feasibility study and business plan which was completed by Interact Business Group. Having reviewed the information contained in the draft feasibility study and business plan, ACSO is now able to provide further recommendations about this project.

Alternatives

The alternative to proceeding with this project would be for the Sheriff's Office to continue with the services we have in place now. ACSO would continue to handle evidence using the current capabilities in-house and the Colorado Bureau of Investigation for additional analyses needed. This would continue to leave control over the prioritization and case management with the Colorado Bureau of Investigation for those analyses and ultimately result in the same level of inefficient service to our community.

Fiscal Impact

Although the project is still in the preliminary planning stages, the current recommendation is that Douglas County would be responsible for the purchase of property and facility construction. Arapahoe County's primary financial responsibility will be related to providing staff and equipment for the lab. Aurora would provide the I.T. infrastructure, staff and equipment.

Concurrence

The Sheriff's Office is in concurrence with this decision.

Attorney Comments

Reviewed By:

Olga Fujaros, Budget & Logistics Manager
Glenn Thompson, Public Safety Bureau Chief
David C. Walcher, Sheriff
Finance Department
County Attorney