

Welcome to the Jeffco Fairgrounds!

Our 100-plus acre campus attracts world-class events while serving the local and regional needs for agriculture, youth, and equine activities in Jefferson County. Through our indoor and outdoor event spaces, campground, picnic pavilion, riding arenas, trails, and more, we look forward to helping you create an experience your attendees will never forget.

We cherish our long-standing relationships with 4-H, CSU Extension, the Westernaires and others as our focus remains on agricultural, youth, and equine activities.

The safety and welfare of animals, guests, and staff is our first consideration. The Jeffco Fairgrounds also has a responsibility (with regard to noise, safety, security, traffic flow, parking, and other event-related impacts) to our neighbors, neighborhoods, cities, roadways, businesses, partners, and taxpayers.

The following Fairgrounds Facility Reservation and Use Regulations have been established to help maximize successful, safe, healthy, secure, and enjoyable event experiences for our guests while protecting and preserving county assets and resources.

The Regulations listed in this document are in place for every event, their producers, managers, vendors, and participants.

We look forward to working with you!

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JEFFERSON COUNTY FAIRGROUNDS FACILITY RESERVATION AND USE REGULATIONS

THESE RESERVATION AND USE REGULATIONS ARE INCORPORATED INTO AND MADE A PART OF EVERY RESERVATION AGREEMENT AND RESERVATION PERMIT ISSUED BY THE JEFFERSON COUNTY FAIRGROUNDS. APPLICANTS TO THESE AGREEMENTS ARE RESPONSIBLE FOR READING, UNDERSTANDING AND ADHERING TO THESE REGULATIONS FOR THEMSELVES, THEIR PRODUCERS, MANAGERS, VENDORS, AND PARTICIPANTS.

FACILITY RESERVATION AND USE REGULATIONS

Use of any facility at the Fairgrounds (except for camp sites, stalls and pens, which require a Reservation Permit) is by Reservation Agreement between the Reservation Agreement applicant or applicants (Applicant) and Jefferson County. The terms of these Facility Reservation and Use Regulations (Regulations) are incorporated into every Reservation Agreement and Reservation Permit signed by an Applicant and Jefferson County. As applicable, the use of the term "Reservation Agreement" in these Regulations shall also refer to a Reservation Permit issued to an Applicant. A fee of \$100, unless another fee is noted otherwise, will be assessed for every violation of any terms within these Regulations or related documents. All terms highlighted in yellow within these Regulations are hyperlinks to related documents.

FACILITY RATES AND FEES

The Fairgrounds usage/fee structure is reviewed annually. Any potential adjustments are considered with regard to a competitive marketplace, operational costs, and/or other conditions affecting the overall operation.

Rate Categories

There are three categories of usage at the Fairgrounds. All categories involve fees for facility usage - youth rates, standard rates, and commercial rates. Applicable rates are determined by the nature of each event.

Youth Rate

An event which is produced, managed, and attended in full by a youth organization based in Jefferson County.

The following conditions apply to the Youth Rate at the Fairgrounds:

- 1. This organization/its membership shall be comprised primarily of youth (ages 17 years-of-age or younger) who reside in Jefferson County. Examples include Jefferson County 4-H events, Westernaires, and Jefferson County Scout events.
- 2. Applicant may cancel up to 45-days prior to the first day of the event without penalty. A fee of \$250 or the full charge of the agreement amount, whichever is less, applies for any cancellations within 44-days of the event date.

Standard Rate

An event at which no goods or services are sold (with the exception of food/beverage). Examples include free meetings, free seminars and banquets.

Commercial Rate

An event at which goods, services and/or products are sold (excluding food/beverage). Examples include rodeos, clinics, fundraisers, meetings, and/or any event with required/suggested paid admission/donation/registration.

Facility, Equipment & Service Rates

The Fairgrounds offers many other services to assist the Applicant. Rates and charges are listed in the Facility, Equipment & Service Rates. These rates as well as any rates referenced in the Regulations and any attachments are considered incorporated within the Reservation Agreement. Additional/other fees may be incurred for additional equipment, supplies, labor, etc. necessary and are payable within fifteen (15) days from the conclusion of the event.

FACILITY RESERVATION PROCESS

Agriculture, youth, equine, and service to the community events are given priority booking and are able to request facilities up to fifteen (15) months prior to their proposed event start date. Agriculture, youth, equine, and service to the community are defined below:

Agriculture

Any event that pertains to the science and art of the production of useful plants and animals for marketing or otherwise, and includes horticulture, floriculture, viticulture, forestry, dairy, livestock, poultry, bee, and any and all forms of farm products and farm production. Examples include Master Gardener events, rodeos, gem and mineral shows, and dog agility events.

Equine

Any event that benefits or involves horses, ponies, mules, donkeys, or hinnies. Examples include gymkhanas, horse shows, barrel racing events, and dressage events.

Youth

Any event that benefits or is attended by individuals 17 and younger. Examples include 4-H events, Westernaires, and Scout events.

Service to the Community

Any event or activity that broadly benefits the community of Jefferson County. Examples include serving as a Voter Service & Polling Center, testing and vaccination site, and large animal evacuations.

All facilities are reserved on a first-come, first-served basis. As the first step in this process, prospective Applicants must complete a request for proposal found online within the Fairgrounds' website. This process must be completed by all Applicants, including recurring events.

Upon receipt of Applicant's complete event information, a review by Fairgrounds management is conducted and facility availability determined.

The Jefferson County Fairgrounds Manager has the right to refuse event bookings when it is his/her opinion that (a) the proposed event does not fall within one of the four categories defined above; (b) the event may cause undue or unusual damage to the Fairgrounds facilities; or (c) the event is deemed an inappropriate use of the facilities based on a variety of reasons, including, but not limited to: scheduling conflicts, match to Fairgrounds mission, etc.

No group may contract for a Fairgrounds facility for use by another group. No "selling" or exchanging dates by any group is permitted without the express, written consent of the Fairgrounds Manager, which the Manager may deny or condition at his/her discretion.

For events meeting the necessary criteria, the Reservation Agreement process continues with the generation of an event estimate. Included in every event estimate is a "Damage Deposit." This Damage Deposit can range in amount to correlate with the nature of each event. Starting at no less than \$100, a Damage Deposit could reach \$10,000+ depending on circumstances. This Damage Deposit is required prior to execution of any Reservation Agreement and may be refundable (provided all Fairgrounds Use Policies and Restrictions are met). Applicant may also be responsible for costs (exceeding the Damage Deposit) for cleanup and/or damages that result from their event.

Applicants booking multiple events may choose to have their Damage Deposit placed in a noninterest-bearing escrow account. Damage Deposits placed in this account may be refunded, upon written request, if no outstanding charges apply.

Any Damage Deposit that remains unclaimed or unused (not applied to an event) after one year following its deposit with the Fairgrounds shall be forfeited and become the sole and exclusive property of Jefferson County.

No event date(s) shall be confirmed, nor may an Applicant advertise, market, publicize, or promote any event/event date(s) until:

- 1. Applicant has fully completed and signed the Reservation Agreement;
- 2. A signed Reservation Agreement has been received by the Fairgrounds office along with proper payment(s) and required insurance documents;
- 3. The Fairgrounds Manager has signed the Reservation Agreement; and
- 4. Other required documents and paperwork (if applicable) are received by the Fairgrounds office.

Should Applicant fail to return the required documents or payment(s) by designated dates, as stated herein, the Fairgrounds has the right to cancel the Reservation Agreement and event without further notice.

ACCESS BY STAFF

County and Fairgrounds staff are responsible for the management and maintenance of the Fairgrounds facilities and property and have the right to access the facilities and property at any time during any activity or event. Staff can be identified by their County badge and will provide it upon request.

ALCOHOL

It is the responsibility of the Applicant and its Event Manager to ensure compliance with all alcohol policies and laws. No alcohol may be consumed during events without proper documentation. Serving/selling of alcohol must end an hour prior to the end of an event. Only one drink may be sold per guest ID at a time.

The Applicant must present to the Fairgrounds office the draft security plan at least 90-days prior to the event load-in to receive the alcohol/liquor permission letter from the Fairgrounds Manager.

Approved, uniformed security personnel are required anytime alcohol is present (served, sold or consumed) at an event. Applicant are required to hire a minimum of one (1) security guard for every one hundred (100) guests. Additional security guards may be required by Fairgrounds Management. The cost of any required security is the responsibility of the Applicant. Jefferson County Sheriff's Department is one approved agency. The applicant may also seek security personnel through an outside agency. All security agencies, regardless of status, and security plans and agreements must be approved by the Fairgrounds Manager prior to execution of final contracts. As part of this security plan, Applicant (in conjunction with approved security agency) is required to submit a diagram of the licensed premises at the time of application. The diagram should be on 8-1/2" x 11" paper, may be hand drawn (using a ruler); and does not need to be to scale (but should state the outside dimensions of any structure). Additionally, structures, buildings and/or rooms must be labeled with details of storage and serving areas, ID issuances/checkpoints, coolers, bar(s), entrances, exits and other passages. Placement of security officers should be noted on the diagram along with a description of each officer's duty(ies) throughout the event.

Private Events with Free Distribution of Alcohol

Private events wishing to <u>serve alcohol</u>, free of charge, to (legal age) members of their group only, may be granted written permission from the Fairgrounds Manager. Submission of an alcohol application and (at least one) pre-event planning meeting are required prior to consideration for approval in these cases. Applicant must also provide insurance coverage that meets or exceeds the requirements set forth in the <u>Fairgrounds Insurance</u> <u>Requirements</u>.

Public Event Serving and/or Selling Alcohol

Any Applicant with a public event desiring to serve and/or sell alcohol at any event must apply for, and acquire, a Special Event Permit from the Jefferson County Clerk and Recorder (application must be submitted to the County Clerk and Recorder 30-days prior to the event date however, process can take up to 60-days). A Special Event Permit to serve alcohol is required when a qualifying organization:

- Has an event and wants to sell alcohol beverages;
- Has an event that is open to the public and alcohol beverages are available;
- Has an event where there is a cash bar:
- Has a public event where donations are requested; or
- Has a public event where admission fees are required

The Applicant, in these cases, must be a qualifying organization as defined by the State of Colorado. Applicant must also provide insurance coverage that meets or exceeds the requirements set forth in the Fairgrounds Insurance Requirements.

It is the responsibility of the Applicant to hire and present to the Fairgrounds office the final security plan for the event at least 60-days prior to the event along with the special event liquor permit and public posting (if applicable) from the Jefferson County Clerk and Recorder.

Violations of liquor policies and laws will be subject to enforcement. In the event a violation is witnessed by Fairgrounds staff, Jeffco Sheriff's Office will be contacted immediately so a patrol officer can investigate. If it is found at any point during the Facility Reservation Agreement period, Applicant over-served or otherwise failed to strictly comply with these and other alcohol policies or laws, Jeffco Fairgrounds may take the following step(s): (a) immediate termination of all future Reservation Agreements with the Applicant; (b) the discontinuation/shutting down of the event; and/or (c) the Fairgrounds reporting the Applicant to the proper authorities.

ALTERATIONS TO FAIRGROUNDS PROPERTY

Unauthorized painting, changing, altering or tampering with any Fairgrounds property is prohibited. This includes, but is not limited to, buildings, grounds, livestock panels, signs, pipes, locks, conduits, electrical or gas connections. If any portion of the premises are damaged or tampered with, the Applicant will be responsible for the cost, including but not limited to labor, use of equipment, and materials, to restore property to its condition before the event. In addition, the cost to replace any equipment, or materials lost during the event will be billed to Applicant. This cost will be assessed on the Applicant's final invoice.

AMBULANCE AND MEDICAL SERVICES

On-site ambulance service and/or medical services such as first aid service may be required for events as per governing/sanctioning regulations and/or Fairgrounds management. All rough stock and rodeo style events are required to have a minimum of one (1) ambulance onsite during their event. A staging area must be designated within the event perimeter for medical staff.

AMERICANS WITH DISABILITIES ACT (ADA)

The Americans with Disabilities Act (ADA) makes it illegal to discriminate against anyone because of a physical or mental impairment. It is the responsibility of each Applicant, Event Manager, vendor and their employee(s)/volunteers to adhere to requirements surrounding ADA. The Fairgrounds insists that all guests shall be treated in an equal, respectful and courteous manner, while ensuring a safe and enjoyable experience for all.

ANIMALS/PETS AND ANIMAL WELFARE

Access

Animals (including pets) are not allowed in meeting rooms, exhibit halls, office spaces, restroom/shower facilities or near the playground structure. The only exception is for working service animals or with written, prior approval from the Fairgrounds Manager.

Horses are not permitted in the pedestrian plaza between the Exhibit Halls and the Fairgrounds/CSU Extension Office, on any bluegrass area or in the Picnic Pavilion area. Please observe all "No Horses Beyond This Point" signage on the property. Pens and stalls are available to rent for an additional fee.

Pets must be kept kenneled or on a leash (and under physical control of owner) at all times. Off-leash pet compliance is permitted only with proper and necessary permits from Jefferson County Animal Control and approval from the Fairgrounds Manager.

All animals must be contained in an appropriately sized enclosure with secure operating and locking mechanisms. The containment gates, as identified on the Fairgrounds pen layout, must be closed and secured while rough stock or other large animals are loaded in, housed, and loaded out of the outdoor stock pens.

Animal Waste

Animal waste must be immediately cleaned up and properly disposed of by Applicant. This includes, but is not limited to, personal pets, livestock, and equine. Waste stations and manure bins are located throughout the property for convenience. All events that generate manure will be charged a manure removal fee. Additional fees may apply for labor and equipment use if animal waste is not properly disposed of.

Animal Welfare

The Fairgrounds is committed to the humane treatment of all animals and does not tolerate animal abuse, cruelty, mistreatment or neglect. We take any accusations of animal abuse very seriously, and we are committed to protecting the welfare of animals and livestock at our venue. Every possible precaution should be taken to ensure the safety and well-being of all animals.

Persons having animals on the grounds must use every precaution to ensure the safety of all people attending the event.

The Fairgrounds requires that all animals' basic needs are met; that they are provided with clean bedding, food and clean water. When pertinent, accommodations should be made to keep the animals as comfortable as possible during extreme temperatures or other weather events. For safety purposes, all animals will be contained in the appropriately sized enclosures with secure operating and locking mechanisms.

When animals are used as part of an event, all applicable laws, ordinances and regulations dealing with the humane treatment of animals must be fully complied with. It is the responsibility of the owner/exhibitor/handler/agent for each animal being brought to the Fairgrounds to be aware of and adhere to the most current regulations and rules regarding animal transportation, disease control, vaccinations and health documentation requirement, in accordance with Jefferson County, the State of Colorado and Federal Law.

If it is suspected that the practices of an Applicant or participant are endangering an animal's welfare, Fairgrounds Management may require the Applicant hire a veterinarian to come to the venue to inspect all animals associated with the event. The cost of the veterinarian would be the responsibility of the Applicant. Any Applicant or participant found using unethical practices or mistreating an animal at the Fairgrounds may result in (a) immediate termination of all future Reservation Agreements with the Applicant; (b) the discontinuation/shutting down of the event; and/or (c) immediate removal from the premises and the Fairgrounds reporting the Applicant to the proper authorities.

Handling Animal Rights Issues

All inquiries from the public, news media and/or representative of animal interest groups regarding the care and management of animals should be referred to the Fairgrounds Manager.

Loose Animal

If an animal escapes the designated stall, pen, containment area or arena, Fairgrounds staff should be contacted immediately. Fairgrounds personnel will help secure the perimeter. An attempt to contain the animal should be made by the owner and/or Event Manager since they have the most experience with the animal. If the animal escapes the Fairgrounds' property, the animal's owner, Event Manager and local authorities will be contacted in an attempt to contain the animal.

Prohibited Activities

No Applicant may hold events or activities that may, in the opinion of Fairgrounds management, endanger or harm animals in any manner. These activities include, but are not limited to: Coleadero, aka (Steer Tailing), Horse Tripping and Forefooting events. Any Applicant or participant found conducting the above activities at the Fairgrounds will be immediately removed from the premises and reported to the proper authorities and the event and Reservation Agreement will be immediately terminated.

Rough Stock Events

During rough stock events, spectators must be a minimum of six (6) feet away from the arena with a barrier in between the panels and event attendees. Barricades may be utilized as the barrier.

Sick Animals

Sick animals are to be removed from the grounds as soon as identified as ill to ensure other healthy animals are not impacted. Applicant must notify Fairgrounds personnel in the event of a sick animal to ensure Fairgrounds personnel can sanitize the area(s) the sick animal was located in.

In the event of a sick animal or livestock outbreak, Fairgrounds personnel uses Synbiont Ag Wash, a non-toxic product, safe for humans and animals, to sanitize arenas and stalls.

ARENA SURFACES

The Jeffco Fairgrounds offers three outdoor arenas including the Rodeo Arena (260'x140'), the Table View Arena (100'x215') and Silver Spur Arena (100'x215'). The campus additionally offers one indoor arena – the Event Center (100'x205').

The Fairgrounds dirt standard is a carefully blended mix of organic and non-organic materials at 3-4 inches in each arena allowing our arenas to be multi-use spaces. Hosting a diverse array of events annually, thousands of horses, sheep, dogs, alpaca, bucking bulls and other animals visit the Fairgrounds' indoor and outdoor facilities.

As a member in good standing with The League of Agricultural & Equine Centers, the Jeffco team constantly monitors composition levels, hydration, grooming and treatment of each arena surface. Our Fairgrounds team can dig a maximum of 4 inches in the indoor Event Center and outdoor Rodeo Arena. A maximum of 2 inches can be dug in the outdoor Silver Spur Arena and Table View Arena. Over the course of your event, the Fairgrounds' arena tractor operator will groom/work the arena and can assist with additional needs you may have.

Prior to each event, the arena's surface will be groomed and watered to the reasonable satisfaction of each client by Fairgrounds' staff. Additionally, one complimentary groom and water treatment is included in each event Reservation Agreement. Additional arena work and/or waters will be invoiced appropriately.

The Event Center arena floor can be hard-packed. All other Fairgrounds arenas cannot be hardpacked. If an event would like to have guests stand or sit on the arena floor, flooring deemed acceptable by Fairgrounds Management will need to be provided by the Applicant. Applicant is responsible for clearing off and disposing of any debris left on the flooring prior

to removing the flooring to prevent trash and debris from getting into the dirt mix. Staking, glass or other sharp objects are prohibited in all arenas.

ATMS

It is the responsibility of the Applicant to provide ATMs for the event if needed. The Applicant assumes all responsibility and liability with respect to the ATMs. Jeffco Fairgrounds is not responsible for the ATMs.

CAMPING

Camping is only permitted if in conjunction with an event or penning/stalling at the Fairgrounds, pending availability. Overnight camping is permitted only in designated sites pursuant to the terms of a separate Reservation Permit. Fairgrounds management may require overnight security for events offering camping. For more information on camping needs and opportunities, please contact your Event Coordinator.

CANCELLATIONS

Cancellation of any event must be done <u>in writing</u>, preferably in email form, to the Fairgrounds office. Any Applicant who cancels 90-days or more prior to their event will receive a full refund of any rental fee(s) paid. Any Applicant who cancels their event 89 or fewer days from the scheduled event date shall receive NO refund.

If an Applicant is a Jefferson County youth organization, Applicant may cancel up to 45-days prior to the first day of the event without penalty. A fee of \$250 or the full agreement amount, whichever is less, applies for any cancellations within 44-days of the event date.

Any Applicant who cancels more than five (5) scheduled event days, excluding weather cancelations as approved by the Fairgrounds Manager, in one calendar year may be subject to additional charges.

Fairgrounds management, at its sole discretion, reserves the right to postpone/cancel any Reservation Agreement for any reason, including but not limited to, administrative purposes, unforeseen circumstances, fire, weather, mechanical breakdown, natural disaster, emergency purposes or if Fairgrounds management determines a facility (or any related portion of the Fairgrounds) is unsafe or otherwise unfit for the proposed use. As much advance notice as possible will be given to the Applicant. If Fairgrounds management cancels a Reservation Agreement due to any of these circumstances, management will cooperate with the Applicant on possible rescheduled date(s) or a full refund of any rental fee(s) paid within the same Fairgrounds fiscal year based on availability.

Should inclement weather force the cancellation of an Applicant's scheduled event, the event may be rescheduled, at the discretion of the Fairgrounds Manager, based on availability within the same Fairgrounds fiscal year. The Fairgrounds Manager may also consider any applicable refund(s) and/or penalties to/for the Applicant. Only severe weather conditions within Jefferson County will be considered for any applicable refund(s).

Jefferson County and Fairgrounds management are not liable for any damages, fees or other expenses incurred by the Applicant as a result of any cancellation(s).

The Fairgrounds Manager, under special circumstances, at his/her discretion, and on a case-by-case basis, may consider applicable refund(s) and/or penalties to/for the Applicant.

CHALK, TAPE, DECORATIONS

Applicant will not damage, mar or deface or permit anyone to damage, mar or deface Fairgrounds' property. If any portion of the premises are damaged, the Applicant will be responsible for the Fairground's labor and/or materials to restore property to its condition before the event. In addition, any equipment, or materials lost during the contracted time will be billed to Applicant.

The use of shoe polish, chalk and adhesive material (tape, tack, labels, etc.) on the building floors and walls is strictly prohibited. The Applicant will be invoiced for any cost associated with the removal of tape, tape residue, labels and chalk from building floors or walls and for the cost of repairing/restoring paint to the wall or floor if it has been damaged by the removal of the tape.

Stickers and adhesive-backed decals are not to be given out in or around the facility. Any cost associated with removing decals and stickers will be charged to the Applicant.

Nails, staples and screws are not to be driven into any building floor, wall, ceiling or equipment.

Please make sure your vendors/exhibitors are aware of these regulations.

CLEANING

It is the Applicant's and its Event Manager's responsibility to clean all reserved space(s) prior to check out. This includes, but is not limited to, placing all event-generated trash in the outdoor dumpsters, cleaning off all white boards and sweeping/mopping floors prior to check out. Cardboard boxes must be broken down. All trash, including micro-trash, must be picked up from all Fairgrounds facilities, including parking lots. Any outdoor trash generated from an event, including but not limited to, outside the rented facility and within the parking lot, must be removed prior to the Event Manager leaving for the day, regardless of if the Applicant has a load-out day reserved.

If the event-generated trash exceeds dumpster capacity, Applicant may incur charges for extra trash service/pick-up. Events that expect extensive trash are required to rent roll-off dumpsters. Applicant is also responsible for all cleanup and proper disposal (in provided bins) of manure or other pet waste.

Fairgrounds staff will provide reasonable cleaning for restrooms prior to and during an event. This does not include any additional portable restrooms the Applicant provides. The Applicant is required to provide enough restrooms for the number of guests expected according to the "Tips for Event Equipment Rentals" section of this document. If restrooms are misused or damaged, Applicant may be required to clean the restrooms after their event Applicant may also be required to rent portable restrooms for all future events at the venue. Failure to supply enough portable restrooms for your expected attendance and/or strictly comply with these or and other portable restroom policies may result in (a) immediate termination of all future Reservation Agreements with the Applicant; and/or (b) the discontinuation/shutting down of the event.

Public Urination is strictly prohibited.

Additional charges may apply for extensive cleaning. The Applicant will be charged for all Fairgrounds staff time spent cleaning and all rental fee(s) for each day trash is left on the property.

Applicant is responsible for any damages that occur during the duration of their Facility Reservation Agreement including load-in, event, and load-out time frames.

The cleaning/washing of horse trailers, campers, RVs and/or other vehicles on Fairgrounds property is strictly prohibited.

COLORADO GOVERNMENTAL IMMUNITY ACT AND OWNERS OF RECREATIONAL AREAS LIABILITY ACT

By entering into a Reservation Agreement or Reservation Permit, Jefferson County is not waiving or limiting the protections and limitation on liability provided by law including, without limitation, the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.* and the Owners of Recreational Areas Liability Act, Section 33-41-101, *et seq.*, Colorado Revised Statutes.

WARNING: UNDER COLORADO LAW, AN EQUINE OR LLAMA PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE OR LLAMA ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE OR LLAMA ACTIVITIES, PURSUANT TO SECTION 13-21-119, COLORADO REVISED STATUTES.

WARNING: UNDER COLORADO LAW, THERE IS NO LIABILITY FOR THE DEATH OF OR INJURY TO A PARTICIPANT IN AN AGRICULTURAL RECREATION OR AGRITOURISM ACTIVITY RESULTING FROM THE INHERENT RISKS OF THE AGRICULTURAL RECREATION OR AGRITOURISM ACTIVITY, PURSUANT TO SECTION 13-21-121, COLORADO REVISED STATUTES.

COMPLIANCE WITH RESERVATION AGREEMENT AND ALL LAWS

The Applicant and all event participants shall observe and comply with all terms of the Reservation Agreement for the event and all applicable federal, state and local laws, regulations, rules, permit requirements or ordinances that pertain to the Reservation Agreement including, without limitation, **restrictions imposed by any applicable public health order or requirements imposed by the Fairgrounds that are issued to prevent the spread of the COVID-19 virus**. If the Applicant and/or event participants fail to comply with the terms of this section, the Fairgrounds reserves the right, among other remedies, to immediately shut down the event without refunding any event fees.

COVID-19

Notwithstanding any provision of the Reservation Agreement to the contrary, if the Applicant elects to cancel or reschedule an event as a result of the COVID-19 pandemic, the Applicant may choose to either reschedule the event to another available time during the same calendar year at no charge or cancel the event. The Fairgrounds is not responsible for any fees, penalties, or costs the Applicant owes other entities or county departments as a result of the rescheduling or cancellation of the event.

DECIBEL LIMITS

High decibel levels cannot exceed 97 decibels and bass decibel levels cannot exceed 104 decibels at any point during an event as measured by the Fairgrounds' decibel meter and measured at a location of the Fairgrounds personnel discretion. All music and loud noises must cease by 10:00 p.m. Stages must face away from the neighboring communities.

It is the responsibility of the Event Manager to ensure levels don't exceed the decibel limits in place. The Fairgrounds reserves the right, among other remedies, to immediately shut down the event without refunding any event fees for failure to bring decibel levels down. A fee of \$500 will be assessed for each 15-minute increment effective at the start of the 1st minute past 10:00 p.m. An additional \$250 fee will be assessed for each occurrence of a decibel limit violation.

Decibel limits do not apply to the sound made by animals.

EVENT MANAGER

One or more Event Managers (Event Manager) must be designated and present at all hours for each event. It is permissible for Applicant to also serve as Event Manager. At least one Event Manager must be present throughout the entire event process (including at least one pre-event meeting/walk-through, event check-in and check-out) to ensure the event remains on schedule and in compliance with these Regulations.

Applicants are required to have an assigned Event Manager from their group at the facility for the duration of the event, including load-in, load-out and event-related deliveries and pick-ups. The Event Manager must be available for calls or texts from Fairgrounds personnel. If the Event Manager misses a communication from Fairgrounds personnel, every reasonable effort should be made by the Event Manager to get in contact with Fairgrounds personnel. The Event Manager or Applicant is responsible for completing the "sign out" procedure after the last person leaves the facility. The Applicant/Event Manager's failure to complete the "sign out" procedure (with Fairgrounds staff at the conclusion of the event) or failure to be present onsite for the duration of the event will result in the automatic forfeiture of 50 percent of the Damage Deposit plus any outstanding charges.

Should emergency personnel (Fire Dept., EMT, Sheriff's Dept., etc.) be called/respond to any incident related to an event, Applicant and/or Event Manager shall contact Fairgrounds staff immediately.

FIRE PREVENTION

Applicant, Event Manager, and vendors are expected to take any/all necessary precautions with fire prevention. The following facility requirements pertain to all participants and event. These requirements do not cover the complete rules and standards of the local district's fire code. They do, however, provide Applicant and Event Manager with basic rules governing all spaces open to the public.

Applicants shall neither attempt nor permit expansion of an exhibit(s) and associated materials to obstruct, obscure, block, or complicate access to any exit location or fire lane.

Nothing shall be so installed or operated as to interfere in any way with access to any required exit or with visibility of any required exit or any required exit sign; nor shall any display block access to firefighting equipment or electrical panels. Access to exits also requires the ability of the occupants to move safely away from the building to an area of refuge a reasonable distance from the building. All exit doors are emergency doors, and, in most cases, a six-foot pathway must be maintained for each.

Other safety related requirements include the following:

- Fabrics and films used for decorative purposes, draperies, curtains and/or other similar loosely hanging furnishings and decorations shall be flame resistant as demonstrated by passing both the small and large-scale tests of NFPA 701, STANDARD METHODS OF FIRE TESTS FOR FLAME RESISTANT TEXTILES AND FILMS.
- Any material attached to drapes or table skirts must be noncombustible or possess a minimum flame spread rating.
- No person shall attach any equipment, advertisement or decoration to fire sprinkler piping or sprinkler heads. This includes string, cords, wire, ribbon or any type of tape.
- All compressed gas cylinders, including, but not limited to propane, CO2, helium, etc., shall be properly secured into a rack, as required for storage or use.
- Automotive vehicles and equipment may be displayed inside a building, if:
 - All fuel tank openings shall be locked and sealed in an approved manner to prevent the escape of vapors.
 - There is no more than two (2) gallons of fuel in tank or the minimum required for positioning the vehicle.
 - Battery cables shall be disconnected and taped.
 - Fueling and de-fueling of vehicles shall be prohibited.
 - Vehicles shall not be moved during event hours.
 - Received a permission letter from the Fairgrounds Manager prior to the event load-in.
- Electrical equipment must be installed, operated and maintained in a manner which does not create a hazard to life or property.
- Leave all required clearances for ADA access. Maintain all fire exits and fire lanes.

NOTE: ANY ISSUE OR CONDITION WHICH IS DEEMED "HAZARDOUS" BY FAIRGROUNDS MANAGEMENT WILL RESULT IN IMMEDIATE CORRECTIVE/COMPLIANCE ACTION. FAILURE TO DO SO WILL RESULT IN REMOVAL FROM THE FAIRGROUNDS.

FOOD/BEVERAGE

Before an event, the Event Manager is required to notify the Fairgrounds of any plans for food and beverage consumption and/or sales.

When an event involves a temporary food service operation, food demonstration or health demonstration, the Event Manager is responsible for informing such exhibitors or food service operators of the following:

Free Distribution/Consumption of Food - Within Private Party/Group

If food is being distributed and/or consumed, but not sold at a private event (not open to the public), the Event Manager is not required to obtain a Certificate of Approval to Operate a Temporary/Special Food Service Event. The Event Manager is, however, required to follow the Colorado Requirements for Temporary Food Establishments.

Free Distribution/Consumption of Food - To the Public (Including Sampling)

If food is being distributed and/or consumed, but not sold, to the public, the Event Manager may be required to obtain a Certificate of Approval to Operate a Temporary/Special Food Service Event. Applicant should contact the Jefferson County Public Health Department at (303) 232-6301 and ask for a Temporary Food Service (TFS) team member or email them at publichealthtemporaryfoodservice@jeffco.us to determine what permit(s), if any, are needed. Event Manager, and any and all food vendors operating under their event, shall be required to follow the Colorado Requirements for Temporary Food Establishments.

Sale of Food for Distribution/Consumption

- The Event Manager will ensure that the caterer/vendor has obtained a_Temporary Retail Food Service Establishment License from the Jefferson County Public Health Department and/or been given an exemption for the year. The Event Manager shall provide a copy of the License to the Fairgrounds office prior to the event and/or proof of exemption from Jefferson County Public Health.
- Regardless of selling, sampling, or doing donations, vendors at the event can provide pre-packaged foods, so long as the pre-packaged foods do not require temperature control for safety and are obtained already pre-packaged, i.e., bags of chips, candy bars, canned or bottled drinks, etc. Vendors at an event that want to provide prepackaged foods that require time/temperature control would be required to obtain a Temporary Retail Food Service Establishment License.
- If an event has only two or less mobile units/food trucks, the event is exempt from event permitting, but the
 mobile unit/food truck will need to confirm with Jefferson County Public Health they are licensed to operate,
 and provide this proof to the Temporary Food Service (TFS) team at
 publichealthtemporaryfoodservice@jeffco.us
- Events organized by non-profit organizations based in Jefferson County are exempt from event permitting and events that are held for fundraising purposes are generally treated similarly.

If you're unsure about your licensing needs, please contact the Jefferson County Public Health Department at (303) 232-6301 and ask for a Temporary Food Service (TFS) team member or email them at publichealthtemporaryfoodservice@jeffco.us.

Any vendor must provide the appropriate insurance (if required), to the Fairgrounds office prior to the event. This requirement also applies to any vendor(s) who use the parking lot only (i.e., mobile food services). Applicants are required to provide, to the Fairgrounds' office, a full list of all expected vendors and other event-related services no later than 21-days prior to the scheduled event load-in.

If the event and caterer/vendor desires to use Fairgrounds' refrigeration, kitchen and/or concession space, Applicant must reserve those facilities for access and pay any applicable fee(s). Depending on facility, kitchens and concession facilities may be available for use. Applicant must provide all food, beverages, utensils and dishes. An Applicant is responsible for all cleaning and trash removal (as outlined earlier in this document).

GENERATORS

Generators that require gas or emit fumes are prohibited in any indoor facilities due to the potential safety hazard of carbon monoxide poisoning. All generators must be kept at least twenty (20) feet away from any indoor event facilities and their entrance(s) with the exhaust directed away from the indoor facility or any outdoor recreation areas. Generators must be kept in a dry location and be properly grounded.

HAZARDOUS WASTE

The Applicant and any Event Manager agree to NOT possess, collect, distribute, dispose, release, or otherwise discharge, any toxic or hazardous waste as defined by Jefferson County, State of Colorado and Federal Law. Any violation/infraction of this provision will result in financial liability including, but not limited to, substantial fines (at least \$500) per occurrence, immediate termination of the Reservation Agreement and event, and removal from the Fairgrounds.

INSURANCE REQUIREMENTS

Applicants must provide all applicable insurance coverages (general liability, event insurance, worker's compensation, auto liability coverage, etc.) that meet or exceed the requirements set forth in the Fairgrounds Insurance Requirements.

In all cases Jefferson County Colorado must be listed as an additional insured on an Applicant's insurance coverage as follows:

Jefferson County Colorado C/O Jefferson County Fairgrounds 15200 W. 6th Avenue Frontage Road Golden, CO 80401

Events wishing to sell or serve alcohol must meet the requirements set forth under the Alcohol section of this document (page 6) and provide insurance coverage that meets or exceeds the requirements set forth in the Fairgrounds Insurance Requirements.

Applicant/Event Manager with employees present (and working) on Fairgrounds property must obtain workers' compensation and employers' liability insurance that shall cover the obligations of the Applicant and its Event Manager in accordance with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado.

Required insurance documents must be received by the Fairgrounds' office with Applicant's signed Reservation Agreement and proper payments in order to confirm and hold any event facility/date.

KEYS AND LOCKS

Keys utilized to unlock Fairgrounds facilities may be signed out to the Applicant/Event Manager. Keys may only be utilized for the purpose agreed to in writing with the Fairgrounds Manager prior to the event. If keys are utilized to unlock a facility that was not previously approved, a fee of \$500 per occurrence applies. Fairgrounds management may also immediately revoke the keys.

Personal locks may not be used to prohibit access on any facility without written, prior approval from the Fairgrounds Manager. Facilities includes, but is not limited to, stalls, pens, storage rooms, and restrooms. Should the use of a personal lock be approved, a copy of the key to the lock must be provided to Fairgrounds personnel.

LICENSES AND PERMITS

The Applicant is responsible for obtaining all permits or licenses required by law for Applicant's use of the Fairgrounds.

Applicant warrants that no music or artistic work or other property protected by copyright will be performed, produced, exhibited or used, nor will the trademark of any entity be reproduced, exhibited or used during Applicant's use of the Fairgrounds, unless Applicant has obtained expressed written permission and license from the copyright or trademark holder.

Applicant covenants to comply strictly with all laws respecting copyright and trademarks and warrants that it will not infringe any related statutory, common law or other rights of any person during its use of the Fairgrounds. Applicant is responsible for remitting payment to appropriate agencies for use of copyrighted materials.

Applicant is/are responsible for their event(s) compliance with all performing rights organizations' payments, licenses, rules and/or mandates. Applicant release, hold harmless, and indemnify the County from and against any liability resulting from Applicant' noncompliance with such payments, licenses, rules and/or mandates.

LIABILITY WAIVERS

Depending on the risk level of an event or event activity, all event producers, participants and spectators may be required to sign a Release and Waiver of Liability form required by the Fairgrounds. Some activities that require additional liability waivers include, but are not limited to, rough stock events, equine events, and use of inflatables. These waivers may be required in addition to other Insurance Requirements. It is the responsibility of the Applicant to discuss all planned event activities with their Event Coordinator and have all Release and Waiver of Liability forms signed by all necessary event producers, participants and spectators. Waivers are to be returned to the Fairgrounds' team at the time of event checkout.

If Applicant would like to use additional forms for waivers and/or liability release, they must be provided to the Fairgrounds' office 60-days prior to the event date for approval. Applicants cannot use waivers and/or liability release forms that have not been approved by the Fairgrounds' Manager.

LOST OR STOLEN ARTICLES

The Fairgrounds' Lost and Found is located in the main Fairgrounds office. While individual events may also feature event-specific Lost and Found areas, the Fairgrounds is not responsible for any Applicant, Event Manager, participant(s), attendee(s) and/or other(s) lost or stolen property, inventory or other articles.

Articles found on the Fairgrounds property will be either donated or disposed of if not claimed within fifteen (15) days after the item is found.

MANURE REMOVAL

Applicant and Open Ride guests are responsible for all cleanup and proper disposal (in provided bins) of manure. All events that generate manure will be charged a manure removal fee. Open Ride guests who fail to properly dispose of manure in the provided bins may be prohibited from participating in future Open Rides.

MARKETING, ADVERTISING, PUBLICITY AND OTHER COMMUNICATIONS

Applicant may not advertise, market, publicize or promote any event/event date(s) until a Reservation Agreement has been fully executed. This includes:

- 1. Applicant has signed the Reservation Agreement
- 2. The signed Reservation Agreement has been received by the Fairgrounds office along with proper payment(s) and required insurance documents
- 3. The Fairgrounds Manager has signed the Reservation Agreement
- 4. Other required documents and paperwork (if applicable) are received by the Fairgrounds office

Should Applicant fail to return the required documents or payment(s) by designated dates, as stated herein, the Fairgrounds has the right to cancel the Reservation Agreement and event without further notice.

The Fairgrounds shall not be responsible for Event promotion. The Fairgrounds offers complimentary and paid marketing opportunities for upcoming events that can help maximize exposure and attendance. Event marketing opportunities are only available for events occurring at the Fairgrounds. Event promoters and producers must provide requested content/messaging to the Fairgrounds via the Event Marketing Request form no more than 14-days prior to their contracted event date(s) for review and consideration. Any requests received after that deadline are not guaranteed for consideration. In some cases, Fairgrounds' management may assist Applicant/Event Manager in the placement, promotion and execution of marketing and advertising campaigns. This additional service is subject to a fee, based on event needs.

Despite being the location of an Applicant's event, unless previously approved, the Fairgrounds' physical address, telephone number, website, social media platform(s) and/or other communications platform(s) shall not be listed as the

main point of contact for any event. Fairgrounds' telephones, computers, copy machines and/or other office equipment are not available for Applicant, Event Manager, vendor, public or other event-specific use.

The Fairgrounds reserves the right to promote Applicant's public event(s) via facility signage, marquees, social networks, digital media and other methods. Such promotion is subject to availability and determined on a case-by-case basis.

Any Event or Fan pages must be created and maintained by the Applicant, Event Manager or their designee(s).

All references to the Jefferson County Fairgrounds in publicity and/or promotional materials for the event or promotion shall be made as follows:

Venue Name: "Jefferson County Fairgrounds" or "Jeffco Fairgrounds"

Indoor Event Spaces: Barn 1

Barn 2

Event Center

Exhibit Halls (1, 2 and 3)

Green Mountain Conference Rooms (A, B, C and D)

Livestock Arena

Pole Barn

Outdoor Event Spaces: Picnic Pavilion

Rodeo Arena Silver Spur Arena Table View Arena Parking Lots

Venue Address: 15200 West 6th Avenue Frontage Road, Golden CO 80401

Venue Website: www.jeffco.us/Fairgrounds

Graphic Elements: Requests for graphic elements, guidelines and restrictions for

promotional use can be made to the Fairgrounds' office at fairgrounds@jeffco.us. Use of any Jefferson County Fairgrounds logo, mark, tagline or other graphic element must be approved by the

Fairgrounds Manager prior to use.

NON-EXCLUSIVE AGREEMENT

A Reservation Agreement is not an exclusive agreement; it is likely that other activities and events will be occurring simultaneously with your event and that similar events may be held at the Fairgrounds throughout the year. The Applicant, its guests, exhibitors, patrons or invitees also shall have the non-exclusive right to use the restrooms and other areas in and adjacent to the Facilities (including but not limited to lobbies, parking lots and the outside areas adjacent to and surrounding the Facilities) that are available for public or common use for ingress and egress.

PARKING

Collectively, our parking lots can hold approximately 1,000 vehicles. Parking at the Fairgrounds is permitted for approved Fairgrounds' activities, events and business only. Fairgrounds facilities have allocated parking areas for events and all parking must be in designated parking areas only.

If the Applicant's event-related parking needs could exceed allocated space, special arrangements may be required. These requirements may include arranging for an overflow parking location, parking attendants, signage and/or other safety needs subject to additional fees/cost. Event uses (other than for vehicle parking) of allocated parking areas require prior approval from the Fairgrounds Manager. Parking lots are subject to availability.

For larger events, at the discretion of (and to be approved by) the Fairgrounds Manager, a written traffic-control and parking plan may be required of the Applicant and/or Event Manager. This plan may require additional resources,

including, but not limited to signage, law enforcement, barricades, traffic cones and/or other safety needs. For any event that could result in traffic back up on Highway 6 at the exit ramp for Indiana Street, the Applicant must obtain a special event permit from the Colorado State Patrol. Guidelines on this application process can be found in this separate "Application Guidelines" document. An applicant is responsible for contacting the Colorado State Patrol to determine if a permit is required. In his/her discretion, the Fairgrounds Manager can require an Applicant to contact the Colorado State Patrol and provide acceptable confirmation to the Manager on whether a permit will be required for an event.

The Applicant is not permitted to charge a fee for parking, nor can the Applicant sell outdoor space to vendors, dealers or exhibitors unless parking lots have been rented and stipulated in the Reservation Agreement.

Fire lanes must be kept open for police, fire, ambulance and other emergency units as well for Fairgrounds' staff.

Parking lots and internal roadways for all events will be under the exclusive and absolute control of the Fairgrounds. All parking regulations are strictly enforced.

Abandoned vehicles and vehicles parked in unauthorized areas of the Fairgrounds or overnight are subject to towing at the owner's expense. For example, vehicles parked in a manner that interferes with public access to Fairgrounds buildings and facilities or parked in a space designated for another individual or group are subject to immediate towing.

It is the Applicant's and Event Manager's responsibility to understand and enforce the provisions of this Regulation and all other city, county, state and federal regulations. Any non-compliance will be subject to tickets and/or towing at the owner's expense.

PAYMENTS

Retainer Fee and Damage Deposit

All facility reservations require a Retainer Fee and a (refundable) Damage Deposit. Both must be received with the Applicant's signed Reservation Agreement and required insurance documents to hold, confirm or secure any event facility/date.

The Retainer Fee is (at least) 50% of the total facility rental fee and includes the Damage Deposit.

Damage Deposits range in amount and correlate with the nature of each event. Starting at no less than \$100, a Damage Deposit could reach \$10,000+ depending on circumstances. This deposit is required prior to execution of any Reservation Agreement and may be refundable (provided all Fairgrounds Facility Reservation and Use Regulations are met). The Applicant/Event Manager's failure to complete the "sign out" procedure (with Fairgrounds' staff at the conclusion of the event) will result in the automatic forfeiture of (at least) 50 percent of the Damage Deposit plus any outstanding charges.

Applicants booking multiple and/or recurring events, may choose to have their Damage Deposit placed in a noninterest-bearing escrow account. Deposits placed in this account may be refunded, upon written request, if no outstanding charges apply. Any Damage Deposit that remains unclaimed after one year following its deposit with the Fairgrounds shall be forfeited and become the sole and exclusive property of Jefferson County.

The Applicant's financial responsibility for damages and cleanup costs is not limited to the amount of the Damage Deposit. The Applicant is fully responsible for all cleanup costs and damages incurred by the Fairgrounds that result from the Applicant's event.

Payment Schedule

Deposit (retainer fee and refundable damage deposit)	Due as outlined in the Reservation Agreement with the Applicant's signed Reservation Agreement and required insurance documents					
2. Remaining payment balance	60-days prior to an event					

3. Final payment for additional services

15-days upon receipt of invoice

Any outstanding balance of Applicant's Facility Rental fee is due no later than 60-days prior to an event. If an event is booked within the 60-day window, full payment is due at the time the Reservation Agreement is signed by Applicant.

The Fairgrounds offers many other services to assist the Applicant. Rates and charges are listed in the Facility, Equipment & Service Rates. These rates as well as any rates referenced in the Regulations and any attachments are considered incorporated within the Reservation Agreement.

Late Fee

A late fee of (at least) \$10-per day will be imposed for any payment (Retainer Fee and/or Damage Deposit) not received by the due date shown on the Reservation Agreement.

Cancellation for Late Payment

Any Applicant's outstanding balance (including any late fee(s)) not received at least 60-days prior to the event will result in cancellation of Applicant's event.

Cancellation and Refunds

Cancellation of any event must be done <u>in writing</u>, preferably in email form, to the Fairgrounds office. Any Applicant who cancels 90-days or more prior to their event will receive a full refund of any rental fee(s) paid. Any Applicant who cancels their event 89 or fewer days from the scheduled event date shall receive NO refund.

If an Applicant is a Jefferson County youth organization, Applicant may cancel up to 45-days prior to the first day of the event without penalty. A fee of \$250 applies for any cancellations within 44-days of the event date.

Payment Methods

The Fairgrounds accepts the following for payment:

- Cash
- Check: Make check payable to JEFFERSON COUNTY TREASURER
- Credit card

Returned Checks

Return checks for any reason will render the Agreement void for non-payment unless reimbursement and payment of returned check fee are promptly submitted. Returned checks are subject to a \$25.00 returned check fee.

Any additional fees/expenses incurred (during an event) such as horse stalls, camp sites, additional facility fees, extra labor, equipment rental, etc. will be invoiced and are due in full within fifteen (15) days from the conclusion of the event. Any outstanding balances that remain 30 days following issuance of the final invoice will result in the full amount being deducted from Applicant's damage deposit. If a balance is still owed after deducting the amount from the damage deposit, Jeffco Fairgrounds may take further legal action. An Applicant will not be permitted to host any events at Jeffco Fairgrounds until all balances owed are paid in full.

PHOTOS AND VIDEOS

The Fairgrounds reserves the right to take, possess, modify and distribute photos and/or video of/from any event, and event participants, held at the Fairgrounds for the purpose of informational/promotional use and/or for documentation as necessary. Applicant, Event Manager, participant(s), vendor(s) and/or attendee(s) including any minors they accompany, waive any copyrights associated with such media.

PLANNING MEETINGS

At least one planning meeting is required for all events and will be held no less than 30-days prior to the event. The Event Manager, if different from the Applicant, must attend. In addition to event layout(s), timeline, equipment/staffing and/or other needs and requests should be part of planning meetings.

RESERVATION AGREEMENT PERIOD AND INCLUDED SERVICES

Unless noted in the Reservation Agreement, building and facility access will begin at 7:00 a.m. and all persons associated with the event must vacate by 10:00 p.m. Applicants whose guests, vendors, participants, caterers or any individual associated with the event remain past 10:00 p.m. may be subject to loss of the Damage Deposit and other labor fees. If an event continues beyond 10:00p.m., Applicants may be subjected to additional facility fees in addition to labor fees. Applicants are required to have a representative from their group at the facility until the last person leaves the facility. If an event continues beyond 11:59 p.m., you will be charged the following day's facility rate in addition to other applicable fee(s).

The Reservation Agreement includes general floor space, normal utilities, restrooms, one on-call guest service team member and limited number of tables/chairs as determined on the floor plan. Unless explicitly authorized, Reservation Agreements do not include storage area facilities, audio/visual equipment, event materials, loading and unloading of Applicant's equipment or materials, optional equipment, linens, dishes, silverware, extra-ordinary utilities or staffing services (production staff, parking attendants, security services, etc.).

Please work with your assigned Event Coordinator on any additional event needs and potential building and facility access required outside of the above.

RULES AND CODE OF CONDUCT

The following are prohibited at the Jeffco Fairgrounds:

- Illegal drugs (including marijuana) and/or related paraphernalia.
- Outside alcoholic beverages.
- Blocking any building, booth, exhibit, concession stand, performance, ticket window, gate, stage doorway, walkway, fire exit or stairway so as to impede access.
- Any activity constituting a hazard to the safety of self or others.
- Overnight tie-outs.
- Unauthorized parking. Parking at the Fairgrounds is permitted for approved Fairgrounds' activities, events and business only. All parking regulations strictly enforced. Overnight parking of unauthorized vehicles and/or vehicles not parked in properly marked stalls will be towed at the vehicle owner's expense. Abandoned vehicles and vehicles parked in unauthorized areas of the Fairgrounds are subject to towing at the owner's expense.
- Pets or other animals, except approved service animals, are not allowed in meeting rooms, exhibit halls, office spaces, restroom/shower facilities or near the playground structure.
- The cleaning/washing of horse trailers, campers, RVs and/or other vehicles on Fairgrounds property.
- Brandishing and/or discharging of any firearm or other weapon. Note: this provision does not prohibit the open carrying of firearms under Section 29-11.7-104, Colorado Revised Statutes.
- Fireworks and explosives.
- Unreasonably loud noises.
- Remote-controlled vehicles/toys.
- Golfina.
- Devices such as drones, model aircrafts, missiles, skateboards, Segways, scooters, inline skates and/or shoes with built-in wheels without prior written permission.

- Stakes longer than eight (8) inches for tents, inflatable attractions, etc. into grass/natural surfaces.
- Stakes of any length (for tents, inflatable attractions, etc.) into asphalt/paved surfaces
- Unauthorized display or sale of goods or services.
- Unauthorized distribution of printed or recorded materials.
- Unauthorized events, solicitations, demonstrations, speeches, the use of any flag, banner or sign for commercial purposes or to incite a crowd.
- Unauthorized feeding of any animals, including birds.
- Unauthorized photography, videotaping or recording of any kind for commercial purpose.
- Engaging in any act (unsafe or other) that may impede the operation of any event, operation or facility.
- Violation of any posted notice or sign.
- Littering.
- Additional rules and restrictions may apply for activities and events held at the Fairgrounds and can change at any time. Please check with each event for any additional restrictions.

SECURITY

Jefferson County is not responsible for Applicants, their producers, managers, vendors and participants lost or stolen property, inventory or other articles. The Fairgrounds staff do not operate as security nor does the Fairgrounds provide security services during the event or overnight.

It is the responsibility of the Applicant to hire any Security and/or Law Enforcement personnel for their event needs. All security agencies, regardless of status, and security plans and agreements must be approved by the Fairgrounds Manager prior to execution of final contracts.

Approved, uniformed security personnel are required anytime alcohol is present (served, sold or consumed) at an event. Security may also be required for overnight camping or penning or stalling an animal onsite. Jefferson County Sheriff's Department is one approved agency. The Applicant may also seek security personnel through an outside agency.

Additional security measures including, but not limited to, metal detectors, including the use of security wands, armed security guards, and bag checks may be required should the Applicant or Fairgrounds Management be informed of a credible threat. Additional security measure guidance is provided by the Department of Homeland Security's Patron Screening Best Practices Guide.

SETUP MODIFICATIONS

Event setup/layouts are due to our office 21-days prior to event load-in.

The Fairgrounds uses an online program to create the floor plan for your event. After your Reservation Agreement is fully executed, you will receive a separate e-mail that will allow you to begin developing your layout. Layouts must be submitted 21-days prior to the scheduled event date in order for our team to review and make any necessary modifications. To opt out of creating your own floor plan, please make your Event Coordinator aware before the 21-day deadline and the Fairgrounds team will be happy to create it for you.

Any modifications requested to an event setup/layout, made by Applicant/Event Manager, within fourteen (14) calendar days of the event load-in will incur a charge of \$100 plus a \$100-per-hour fee necessary to accommodate the requested modification(s).

Any request, made by Applicant/Event Manager, to add rental facilities within fourteen (14) days of the event requires approval from the Fairgrounds Manager. All fees must be paid-in-full prior to the event.

SHARED FACILITIES AND SERVICES

The Fairgrounds is used for many activities, events, operations and engagements; it is likely that other events will be occurring simultaneously with your event. As a condition of the use of Fairgrounds facilities, the Applicant agrees to comply with established schedules and to cooperate in shared arrangements.

SIGNAGE

The Fairgrounds offers complimentary and paid marketing opportunities for upcoming events that can help maximize exposure and attendance. Event marketing opportunities are only available for events occurring at the Fairgrounds. Event promoters and producers must provide requested content/messaging to the Fairgrounds via the Event Marketing Request form no more than 14-days prior to their contracted event date(s) for review and consideration. Any requests received after that deadline are not quaranteed for consideration.

Multiple events/activities/promotions may appear simultaneously on indoor advertising locations and/or other marketing platforms.

Posters, signs, banners, flyers, etc. are the responsibility of Applicant and/or Event Manager and may NOT be attached to any structure on Fairgrounds' property. Lawn signs, weighted balloon markers and/or other temporary signage requires prior approval from the Fairgrounds' Manager. Placement of approved directional or informational sign/banners at the Fairgrounds may be set up the day of the event to direct the public to the event. No event-related signage may obstruct Fairgrounds signage, sponsors or other advertising. Applicant/Event Manager is responsible for removal of any/all temporary signage prior to "sign out" for the event. Any signage, posters, banners, signs and/or other promotional items NOT removed prior to "sign out" are subject to a \$25 charge per item. Fairgrounds' management reserves the right to dispose of these items at its discretion and without liability to an Applicant.

SMOKING

Per the County's Smoking and Tobacco Use Policy (Part 3, Chapter 2, Section 1), smoking (including with any electronic smoking device) and using tobacco products is prohibited on County Property, except within enclosed private vehicles. If designated by the County, smoking can occur in Outdoor Designated Tobacco Use Areas at the Fairgrounds. Smoking of any drugs, including marijuana, is not permitted on the premise. It is the Applicant's and its Event Manager's responsibility to understand and enforce the provisions of this regulation. Failure to comply could result in fines and/or other (more) serious and immediate action(s) taken against the Applicant, Event Manager, vendor(s), participant(s) and/or event attendee(s).

STORAGE OF ITEMS AND RECEIVING

The Fairgrounds does not provide storage for Applicants and their events. The Fairgrounds shall not be responsible or liable in the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises, either during or subsequent to the use of the facilities by the Applicant. The Applicant assumes all responsibility for any goods or materials, which may be brought on site before, during or after an event.

The Fairgrounds' office/management will not accept mail and/or deliveries for Applicants, Event Managers and/or their events.

TAXES

The Applicant is responsible for the payment of all taxes, fees and charges required by any legal authority associated with its event and use of the premises.

The sales tax rate for events held at the Fairgrounds is 4.5%, which breaks down to 2.9% (State of Colorado), .5% (Jefferson County), 1% (RTD) and .1% (SCFD).

Contact the Colorado Department of Revenue at 303.238.7378 for more information about sales taxes.

TENTS

The Applicant and/or Event Manager shall contact the Fairgrounds office <u>prior to</u> contracting with any tent, inflatable and/or other event services vendor. For any tent anchoring system:

- Concrete, water or other types of (above-ground) weights are preferred.
- Stakes longer than eight (8) inches are, without exception, prohibited.
- Absolutely no stakes (of any length) are allowed into asphalt/paved surfaces.

Access to certain areas on the Fairgrounds campus is limited to light vehicles (golf cart, ATV, etc.) and foot traffic only. Fairgrounds management shall have final approval on any/all placement, layout and anchoring procedures.

TIE OUTS AND TEMPORARY LIVESTOCK STALLS

Tie outs, or the setup of temporary stalls for the intended purpose of holding animals <u>overnight</u>, is prohibited on Fairgrounds property unless approved by the Fairgrounds' Manager prior to your event.

TRASH & RECYCLING

The Fairgrounds provides up to 20 trash and recycling bins with liners, pending availability. Additional trash and recycling bins needed by an event will be provided by the Applicant. The Applicant and/or Event Manager shall contact the Fairgrounds office to determine how many receptacles are needed. The Applicant is responsible for placing trash and recycling receptacles in their desired location prior to the event. The Applicant shall also monitor trash levels during the event and place all event-generated trash in the outdoor dumpsters.

Events expecting extensive trash are required to rent roll-off dumpsters. All trash, including micro-trash, must be picked up prior to check-out. Additional charges may apply for extensive trash clean up and will be charged for each day trash is left on the property.

UNMANNED AIRCRAFT SYSTEMS (UAS)

The use of model aircraft UAS (Unmanned Aircraft Systems, also known as drones) for recreational purposes is not permitted on or above the Fairgrounds property. In limited circumstances the Fairgrounds Manager, in his or her discretion, may provide advance written approval of the use of model aircraft on and/or above the Fairgrounds property. The following terms also apply to the use of model aircraft on and/or above the Fairgrounds property:

- The Applicant may be required to provide insurance coverage that meets or exceeds the requirements set forth in the Fairgrounds Insurance Requirements for UAS.
- All UAS must be under 55 lbs. and operated in accordance with community-based guidelines and within the programming of a nationwide community-based organization.
- Anyone operating a UAS must maintain line of sight at all times during operation.
- UAS cannot fly over playing surfaces, seating and spectator areas where and when people are present, as well as event parking areas where and when people and vehicles are present.
- UAS operators are responsible for ensuring they are trained in the use of their UAS. UAS operators must be
 aware of the risks including, but not limited to, personal injury and property damage caused by the UAS as a
 result of weather, operator error or judgment, and failure of device systems and equipment.
- Flights may not take place when precipitation is falling or when sustained winds exceed 15 mph or gusts exceed 20 mph.
- The Fairgrounds shall refuse admission to any individual or group attempting or intending to use a UAS without prior written authorization.

The use of UAS for commercial or public purposes on or above the Fairgrounds property requires advance written approval from the Fairgrounds Manager. The following terms also apply to the use of commercial or public UAS on and/or above the Fairgrounds property:

• The Applicant must provide insurance coverage that meets or exceeds the requirements set forth in the Fairgrounds Insurance Requirements for UAS.

- The Applicant must provide proof of a current Remote Pilot Certificate from the FAA.
- All UAS must be registered with the <u>FAA</u> and be under 55 lbs. Anyone operating a UAS must maintain line of sight at all times during operation.
- UAS cannot fly over playing surfaces, seating and spectator areas where and when people are present, as well as event parking areas where and when people and vehicles are present.
- UAS operators are responsible for ensuring they are trained in the use of the drone that they operate. UAS operators must be aware of the risks that include, but not limited to, personal injury and property damage caused by the UAS as a result of weather, operator error or judgment and failure of device systems and equipment.
- Flights may not take place when precipitation is falling or when sustained winds exceed 15 mph or gusts exceed 20 mph.
- The Fairgrounds shall refuse admission to any individual or group attempting or intending to use a UAS without prior written authorization.
- The flight of UAS must be in compliance with current Federal Aviation Administration (FAA) regulations.

VENDORS

Any vendor used by an Applicant must provide the appropriate insurance documents (if required) to the Fairgrounds office prior to the event. This requirement applies to any vendor(s) who will be on-site at the Fairgrounds including those who use the parking lot (for example, mobile food services).

Before an event, the Applicant or Event Manager is required to notify the Fairgrounds management of any plans for food consumption and/or sales. All Applicants are required to provide, to the Fairgrounds' office, a full list of all expected vendors and other event-related services no later than 21-days prior to the scheduled event load-in.

The Applicant, and not Jefferson County, is responsible for contracting with its vendor for services at the Applicant's event. The Applicant or Event Manager must be present for all vendor deliveries. The Fairgrounds will not accept deliveries for Applicants, Event Managers, and/or their events.

WI-FI AND INTERNET

The Fairgrounds offers complimentary Wi-Fi across the property. Please note that it is a free, open access system so there are no guarantees to anyone that it will always be working or that they will be able to access it with their device. The Fairgrounds provides no technical support or troubleshooting support for free Wi-Fi access.

If Internet access is an important service required for your event and if you require enhanced Internet capabilities for payment processing, exhibit, and/or presentation needs, Applicants should contact the Fairgrounds 30-days prior to their Event to discuss additional options. Additional charges may apply for these enhanced services.

ADDITIONAL PROVISIONS

If the Applicant is a company, corporation, partnership, governmental or other legal entity (a "Legal Entity"), the person signing the Reservation Agreement hereby represents that he/she has the authority to execute the Reservation Agreement on behalf of the Applicant. In addition, if the Applicant is a Legal Entity, the statements, representations, responsibilities, and indemnifications in the Reservation Agreement, including these Regulations, are made by the Legal Entity and not the individual person signing the Reservation Agreement. If the person is not a Legal Entity, the individual signing the Reservation Agreement understands that as the Applicant he/she is personally responsible for compliance with the terms of the Reservation Agreement by himself/herself, the Event Manager, and all other persons and Legal Entities that are acting on behalf of the Applicant for the Applicant's event at the Fairgrounds.

By entering into the Reservation Agreement, the Applicant is not acting as an agent, servant or employee of Jefferson County.

The rights and duties of the Applicant and Jefferson County shall be interpreted in accordance with the laws of the State of Colorado and the courts of this state shall have sole and exclusive jurisdiction of any disputes or litigation arising under the Reservation Agreement. Venue for any and all legal actions arising hereunder shall lie in the District or County Court in and for the County of Jefferson, State of Colorado.

The Reservation Agreement is a personal right to the Applicant and may not be assigned to another party without the prior written consent of the Fairgrounds, which it may deny or condition in its sole discretion.

Enforcement of the terms of the Reservation Agreement will be at the discretion Jefferson County and any forbearance by Jefferson County to exercise its rights therein will not be deemed or construed to be a waiver of such breach or of any subsequent breach of the same or any other term of the Reservation Agreement or of Jefferson County's rights under the Reservation Agreement. No delay or omission by Jefferson County in the exercise of any right or remedy will impair such right or remedy or be construed as a waiver.

Except for such terms of the Reservation Agreement that are, by their very nature, fully and completely performed upon expiration or termination of the Reservation Agreement, all terms of the Reservation Agreement shall survive its expiration or termination.

The Reservation Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of the Reservation Agreement. All use of electronic signatures shall be in conformance with, and governed by, the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 through 24-71.3-121.

TIPS FOR EVENT EQUIPMENT RENTALS

Restrooms, Portable Toilets and Hand Washing Stations

- Determine how many hours your event will last. If multiple days, use the longest day.
- Determine your guest count. If multiple days, use the day with the largest attendance.
- Use the chart below to determine the number of restrooms needed for your upcoming event.
- If alcohol is being served, add 15-20% more restrooms.
- Add one Handicap Accessible Restroom per 20 portable restrooms, or a minimum of one for events open to the public.
- Adequate hand washing should also be provided with restrooms in all food service areas.
- A minimum of (1) hand wash station should be added per (4) restrooms.
- Factor in any onsite restrooms and sinks your event attendees may have access to.

±	Length of Event Hours										
Sta		1	2	3	4	5	6	7	8	9	10
	50	1	1	1	1	2	2	2	2	2	2
&	100	2	2	2	2	3	3	3	3	3	4
es	250	2	2	3	3	3	4	4	6	6	8
Q	500	3	4	5	5	5	6	6	7	7	8
Attend	1000	5	7	8	8	9	9	10	10	12	12
Ĕ	2000	8	13	15	17	18	19	19	19	20	20
-	3000	12	19	23	25	28	28	28	30	30	30
o	4000	16	24	30	34	36	38	38	38	38	38
<u>_</u>	5000	19	32	38	42	44	46	46	48	48	48
m p e	6000	23	38	46	50	54	57	57	60	60	60
Ĕ	7000	28	42	54	60	63	66	66	66	66	66
ž	8000	32	48	60	66	72	72	75	78	78	78
	10000	38	60	75	84	88	92	96	96	96	100

Trash and Recycling

- Do you plan to implement a recycling plan for the event? If so, be sure to place a recycling can with each trash can and ensure that the recycling cans have different lids with clear guidelines as to what can be recycled and what cannot. Recycling stations with volunteers work best.
- A rule of thumb for waste generation at events is one liter per person per meal. However, there are variables, such as the type of catering facilities, whether or not there will be alcohol at the event, the crowd profile and the types of activities that are available. For example, at events such as food and wine festivals, the amount of waste generated per person is often higher.
- If you estimate that you will have 15,000 people at the event, which will run over two mealtimes from midmorning to evening, the formula to calculate approximate waste generation would be as follows:
 - o 15,000 people x 2 mealtimes = 30,000 liters of estimated waste
 - o Divide 30,000 by 240 (a standard wheel trash bin is 240 liters) = 125
 - o You will need 125 bins
 - There are 2 bins at each bin station (1 recycling, 1 waste) so you will need approximately 63 bin stations
- If you estimate that you will have 3,000 people at your event, which will run over one mealtime, the formula to calculate the approximate waste generation would be as follows:
 - o 3,000 people x 1 mealtime = 3,000 liters of estimated waste
 - o Divide 3,000 by 240 (a standard wheel trash bin is 240 liters) = 12.5
 - o You will need 13 bins
- There are 2 bins at each bin station (1 recycling, 1 waste) so you will need approximately 7 bin stations. Think about the type of waste your event will generate. If you are serving box lunches or alcohol, containers fill up quickly.