

# FACILITY RESERVATION & USE POLICIES

Jefferson County Fairgrounds  
15200 W 6TH AVE  
GOLDEN COLORADO 80401-5018  
(303) 271-6600  
<http://jeffco.us/fair>

## POLICY STATEMENTS<sup>12</sup>

**WELCOME** to the Jefferson County Fairgrounds. Our 100+ acres includes indoor and outdoor arenas, stall barns, exhibit halls, conference rooms, RV sites, picnic area, and convenient parking. The following policies and guidelines are established to help you maximize your use and overall experience of the Fairgrounds while at the same time protecting the Fairgrounds for the future.

1. Use of any facility at the Fairgrounds is by Reservation Agreement between the user (tenant) and Jefferson County.
2. **NO GROUP MAY CONTRACT FOR A FACILITY IN ITS NAME FOR USE BY ANOTHER GROUP. THERE SHALL BE NO "SELLING" OR EXCHANGING DATES BY ANY GROUP. ALL FACILITY RESERVATIONS SHALL BE ARRANGED SOLELY BY THE FAIRGROUNDS OFFICE.**
3. There are fees charged for use of the facilities. Fees are reviewed annually and adjusted as needed, to reflect changes in operating costs.
4. It is the tenant's responsibility to be aware of, and abide by all policies, rules, and regulations pertaining to use of the Fairgrounds. Policies for the use of the facilities are outlined under "Fairgrounds Usage Policies" in this document.
5. Tenants are responsible for damages to the reserved facilities that occur during the period of the agreement and periods of decorating before the event and clean up after the event.

The Jefferson County Fairgrounds operate on a year-round basis under the direction of the Jefferson County Commissioners, the Fairgrounds Director, and the Fair Advisory Board. Major policy changes are reviewed & approved by the Fair Advisory Board, subject to the final approval of the Board of County Commissioners.

# JEFFERSON COUNTY FAIRGROUNDS USER (TENANT) DEFINITIONS

## **COUNTY BASED YOUTH EVENT**

An event which is sponsored and attended in full by an organization based in Jefferson County, and which is made up of youth, 17 years of age or younger, who reside in Jefferson County. (May not sub-contract for any component of the event except for food service). County youth organizations may invite other youth organizations to participate in their event upon approval of the Fairgrounds Director.

## **COUNTY DEPARTMENT BASED EVENT**

An event sponsored by a department of Jefferson County Government wherein the attendees are Jefferson County Employees or who are members of an organization sponsored by a department of the County at which no goods or products are sold except for food. (May not sub-contract for any component of the event except for food service).

## **STANDARD RATE EVENT**

An event at which no goods or products are sold except for food. (May not sub-contract for any component except for food service). This would include any type of meetings, seminars, banquets, weddings & wedding receptions.

## **COMMERCIAL EVENT**

Any event which is open to its membership or the general public for which a gate/ticket fee is charged, donations are collected, or at which goods, services, or products are sold, (food sales excluded).

## INSURANCE REQUIREMENTS

**Tenants of the Fairgrounds must provide a Certificate of Insurance with liability limits of \$1,000,000.00 if more than 125 people will be attending the event, and/or if *ALCOHOL* is present. , Jefferson County Government, Jefferson County, Colorado must be named as ADDITIONAL INSURED and indicating the required coverage. **PROOF OF INSURANCE CAN BE OBTAINED FROM AN INDIVIDUAL'S INSURANCE AGENT OR IN SOME CASES MAY BE PURCHASED THROUGH THE FAIRGROUNDS OFFICE VIA A THIRD PARTY UNDERWRITER, (inquire at the Fairgrounds office).****

### **REQUIREMENTS WITH NO ALCOHOL PRESENT:**

**ORGANIZATIONS** – Organizations/groups must provide a Certificate of Insurance with general liability limits of at least \$1,000,000 if more than 125 persons will be attending the event . If fewer than 125 persons will be attending the event, and no alcohol will be served or sold, then general liability insurance is not required.

**REQUIREMENTS WHEN ALCOHOL IS SERVED TO A PRIVATE GROUP (NOT SOLD): ALL TENANTS** – Events with alcohol present must acquire permission to serve alcohol from the Fairgrounds Director and must provide proof of general liability insurance including host liquor liability with limits of \$1,000,000, and Jefferson County Government, Jefferson County, Colorado listed as additional insured. In addition, the event must have uniformed Security personnel on site at all times while alcohol is being served. The Security firm will make the decision on number of officers needed based on event type and anticipated attendance. (Security responsibilities include; underage drinking enforcement, general crowd control, customer service, and any other duties that are agreed upon between the Fairgrounds tenant and the Security firm.) It is the responsibility of the Fairgrounds tenant to hire and present to the Fairgrounds office the security plan for their event 30 days prior to the event date. The Fairgrounds Director shall retain the right to review and approve all security plans and agreements prior to execution of final contract between Fairgrounds tenant and the Security firm.

**REQUIREMENTS WHEN ALCOHOL IS SOLD): ALL TENANTS** – Events that intend to sell alcohol must acquire a Special Event Permit from Jefferson County and the State of Colorado. (Special event applicant must be a non-profit organization). Must provide proof of general liability insurance and liquor liability insurance with limits of \$1,000,000 and Jefferson County Government, Jefferson County, Colorado listed as additional insured. In addition, the event must have uniformed Security personnel on site at all times while alcohol is being served. The Security firm will make the decision on number of officers needed based on event type and anticipated attendance. (Security responsibilities include; underage drinking enforcement, general crowd control, customer service, and any other duties that are agreed upon between the Fairgrounds tenant and the Security firm.) It is the responsibility of the Fairgrounds tenant to hire and present to the Fairgrounds office the security plan for their event 30 days prior to the event date. The Fairgrounds Director shall retain the right to review and approve all security plans and agreements prior to execution of final contract between Fairgrounds tenant and the Security firm.

**REQUIREMENTS WHEN FOOD IS SERVED: ALL TENANTS** - when a professional caterer is utilized or formal meals (breakfast, lunch, dinner or brunch) are served, then liability limits of \$1,000,000.00 per occurrence covered under general liability shall apply. Insurance coverage for catered events must be provided by the caterer; the liability limits are \$1,000,000.00 per occurrence and Jefferson County Government, Jefferson County, Colorado is listed as “Additional insured”.

**Commercial tenants**, corporations, and other similar organizations that have employees working on the Fairgrounds property must obtain Workers' Compensation and employers' liability insurance, which shall cover the obligations of the tenant in accordance with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado.

**Insurance Certificates** must contain a provision or endorsement that these policies may not be canceled, terminated, materially changed, or modified without 30 days prior written notice to Jefferson County Government. Such notice must be transmitted to the Fairgrounds office by certified mail, return receipt requested. Insurance must be received 15 days prior to the event.

**TENANTS OF THE FAIRGROUNDS SHALL BE RESPONSIBLE FOR READING AND UNDERSTANDING THESE POLICIES FOR THEMSELVES AND THEIR VENDORS WITH REQUIREMENTS FOR USE OF FACILITIES.**

**FAIRGROUNDS USE POLICIES**

**RESERVATIONS:** All facilities are reserved on a first-come, first-served basis except for events having an historical date. Prospective tenants must contact the Fairgrounds business office to determine date availability and to complete an agreement. No date shall be reserved/confirmed until a non-refundable processing fee of \$25, and/or a Retainer Fee (if applicable) is received and the Fairgrounds Director has signed the agreement. If the first use of the facilities is in accordance with all policies, rules and regulations; the tenant will have first priority to make reservations for those days again for the following year. An organization holding the same event with the same facilities during the same time frame for two consecutive years is recognized as having an HISTORICAL DATE. To have a Historical Date the event must be held on the same weekday/weekend of the same month, have the same organization listed as tenant in the agreement, and be the same type of event each year.

**The Fairgrounds calendar is set up by month. Each weekday and each full weekend in the month are designated from one to four and are available for rent. The fifth weekend of any month and/or the first Sunday of any month if it is the 1st day of the month will not be held for reservations for historical use and availability will be on a first-come first-served basis for those weekdays/weekends. Renewals for the next year must be made within 90 days after the event.**

**(Jefferson County Youth organizations also need to refer to the “Grandfather Use Matrix, March 1996”, under separate cover, for additional information concerning Historical dates and any new weekend event requests. All new requests for weekend use, Friday – Sunday, will be considered as Standard Rate events).**

**USE RESTRICTIONS:** The Jefferson County Fairgrounds Director has the right to refuse event bookings when it is his/her opinion that the event may cause undue or unusual damage to the facilities or if the event is deemed not an appropriate use of the Fairgrounds facilities based on a variety of reasons, to include, but not limited to the following; scheduling conflicts, event type saturation, match to Fairgrounds mission, etc.

**RETAINER FEES:** A non-refundable retainer fee may be requested to assure a confirmed date. This fee may be as much as ½ of the total Facility Rental Fee. The fee is payable at the time the agreement is signed and will be applied to the total Facility Rental Fee as Facility Fee 1. This fee is not refundable in the event of cancellation by the tenant.

**PAYMENTS:** The entire balance of the Facility Rental fee is due 90 days prior to the event. If the event is booked within the 90 day window, payment is due at the time the agreement is signed. A \$5/ day late fee will be imposed when payment is not received by the due date shown on the agreement. Failure to pay this late fee 60 days prior to the event may result in cancellation of the event. HISTORICAL DATE holders may pay 1/2 of the rental fee 90 days prior to the event and the balance within 10 business days after the event. The Director of the Fairgrounds may approve an alternate facility rental payment amount and/or payment schedule for tenants with multiple/on-going events, # and/or duration of facilities rented ie: monthly and/or quarterly payments. **ADDITIONAL FEES:** Fees added during the event such as stalls, camper hookups, additional facilities, additional labor, etc... are due within 10 working days of the last day of the event. *(Jefferson County Youth organization facility rental fees are due prior to the 1<sup>st</sup> day of the respective month's events).*

**CLEANING/DAMAGE/OVERTIME DEPOSIT AND REFUND:** A cleaning/damage/overtime deposit of \$500.00 ( large and/or high impact events), \$200 (arenas, exhibit halls, barns, picnic area for average type events) or \$100 (conference rooms) is required 15 days prior to the event. The deposit may be refunded if all Fairgrounds policies are adhered to, there is no litter or damage to the facilities used, and the tenant and their property is out of the facility at the designated time. The tenant will also be responsible for any cost to clean up litter or repair any damage that exceeds the amount of the deposit. An increased damage deposit may be required under certain circumstances. Organizations which have multiple events, or event bookings from year-to-year may elect to have their damage deposit placed in a non-interest bearing escrow account. Deposits placed in this escrow account may be refunded at the request of the organization if there are no outstanding charges due from that organization.

**CANCELLATIONS:** Any tenant who cancels 90 days or more before the event will receive a full refund of any rental fee paid (Retainer Fees excluded). Any tenant who cancels within 90 days of the scheduled date of their event will receive NO refund of paid facility rental fees unless the facilities become re-rented. If the facilities are re-rented, the Director of the Fairgrounds will determine any applicable refund to the tenant. The Fairgrounds may cancel any Reservation Agreement due to fire, weather, mechanical breakdown, or if the Fairgrounds determines that the facility or any related portion of the Fairgrounds is unsafe or otherwise unfit for the proposed use, or if the Fairgrounds determines the Facility must be used for emergency purposes. If the Fairgrounds cancels the Reservation Agreement because of fire, weather, unsafe condition, mechanical breakdown, emergency or other similar reason, the tenant will be provided with another date for the event as available. The Fairgrounds is not liable for any damages, fees, or other expenses incurred by the tenant as a result of such cancellation by the Fairgrounds; (except for facility rental fees previously paid or due for the respective event). Also see inclement weather policy. *(Jefferson County Youth organizations may cancel events up to 15 days prior to the 1<sup>st</sup> day of the respective month's event without penalty of losing facility rental fees due and/or previously paid.)*

**ALCOHOL:** Insurance Certificate and Special Use Permit or permission from the Fairgrounds Director are required if alcohol is to be sold or consumed on the Fairgrounds. It is the responsibility of the TENANT who signs this agreement to see that no alcohol is consumed during events covered by this agreement if a permit or permission has not been obtained and if insurance is not in place. The Fairgrounds staff may cause a shut down of any event if this alcohol policy is not strictly adhered to.

Private parties that serve alcohol only to members of their group, free of any charge, may receive permission to serve beer and wine only, from the Director of the Fairgrounds. An application and a pre-event planning session are required prior to signing an agreement. **Security personnel** is/are required anytime alcohol is served or consumed at any event. For any agency other than Jeffco Sheriff's office, officer(s) must be approved by Fairgrounds **Director 30 days** prior to the event.

**SECURITY OFFICER(s)** (UNIFORMED) is/are required at events that are serving alcohol or where alcohol is consumed. Also, if firearms are displayed and/or sold as part of the event, but no alcohol is served or consumed, then uniformed security officers are required to be on site throughout the duration of the event. The Fairgrounds does not provide security; therefore, if security is required, you must provide the security and the officers must meet the above criteria.

**PLANNING MEETINGS:** A planning meeting is required for all events and will be scheduled for 30 days prior to your event. The person who will be in charge of the event, (Event Manager), if different from the person who signed the agreement must attend. Large events may require more than one planning meeting. These meetings will be scheduled as needed by either party. Please bring the lay out of your event and any special request that you have for use of any of the facilities. Please call the office if you have any questions about facilities or policies.

**EVENT MANAGER:** A pre-event walk through with Fairgrounds staff and the event manager(s) is/are required on the day of the event. (Doors will not be opened until event manager(s) is/are present.) The event manager(s) must be present throughout the event to coordinate everyone's schedule, and be sure that planned arrangements and Fairgrounds policies are followed. Caterers, musicians, and all vendors need to be reminded of the prearranged departure times. A post-event walk through with the same event manager(s) who did the pre-event walk through is required at the end of the event, after the clean up, to review the condition of the facilities. *Failure to sign out with the Fairgrounds Staff at the end of your event will result in the automatic forfeiture of 50% of your damage deposit.*

**DECORATING/SET UP:** There is no additional charge if decorating is done on the date of the event. We do not allow the use of tape, nails/tacks, or staples on the walls, doors, or other surfaces (bulletin boards are provided for this purpose). Do not hang items on the curtains. Only tape provided by the Fairgrounds may be used for the floors. **CONFETTI, BIRDSEED, RICE, OR SIMILAR MATERIALS ARE NOT ALLOWED FOR ANY EVENT.** If you have special needs, please ask Fairgrounds staff for help.

A map of the exhibit hall is provided for you to draw the set-up you would like for your tables and chairs. If you have questions about set-ups or need to see samples of standard floor plans, they are available in the Fairgrounds Administrative Offices for you to review.

**TENTS/INFLATABLES:** Prior to tenant coordinating with Tent/Inflatable vendor, tenant should contact the Fairgrounds Office to ensure that the Rental Company is capable of meeting the following general guidelines: A) Stakes longer than 8" are prohibited without exception, B) Rental Company will adhere to all safety guidelines regarding the recommended anchoring system for each anchored device, C) Anchor system that consists of water barrels, and/or a weight system will be preferred over a staking anchor system, D) Absolutely no staking will be allowed into asphalt pavement, E) Access to some areas, (example: picnic area turf grass), will be limited to light weight vehicles, ie; ATVs, small trucks, etc. Fairgrounds staff reserves the right to final approval of placement and/or staking procedures. All placement and anchoring of tents, canopies, inflatables, etc; needs to be closely coordinated with the Fairgrounds staff.

**SETUP MODIFICATIONS:** **If modifications are made to an event setup within 3 calendar days of the event, the Fairgrounds staff will determine if those modifications are significant. If they are determined to be significant, a non-refundable fee will be charged. This fee will be charged at \$30.00 per man hour, (1 hour minimum), and must be paid in full before any of the changes are physically made. If additional facilities are requested within 7 calendar days of the event, and are approved by the Fairgrounds Director, all applicable rental and modification fees must be paid in full before the facilities are considered to be reserved.**

**EXIT DOORS:** All exit doors are emergency doors. Please do not place tables, chairs, or other items so as to impede egress. In most cases a 6' pathway must be maintained to each exit door.

**KITCHEN AND FOOD FACILITIES:** Kitchens and concession facilities are available for rent. The tenant must provide all foods, beverages, utensils and dishes.

**FOOD:** It is the responsibility of the tenant who signs this agreement to assure compliance with Insurance Requirements and Health Department Requirements for all consumption of food related to their event. The Event Manager is required to notify the Fairgrounds Office prior to the event of any arrangements made pertaining to the consumption of food.

**SALE OF FOOD:** Attached is a copy (if applicable) of the regulation for "Temporary Food Service Establishment" the Health Department enforces this policy at the Jefferson County Fairgrounds. If you have questions or need an application, please contact the Jefferson County Health Department at (303) 232-6301. If the Health Department issues a permit, a copy of that permit must be provided to the Fairgrounds Office prior to the event.

**LIQUID PETROLEUM:** Under no circumstances will liquid petroleum (propane, butane, etc.) be allowed in any Fairgrounds building or structure.

**TELEPHONE/DELIVERIES:** The Fairgrounds telephone number is not to be listed on brochures or advertising for an event. **If advertising gives the Fairgrounds as the location of the event, it must also contain a telephone number of a representative of the event who can provide information on the event.** A recording is not sufficient to meet this requirement. Fairgrounds' telephones are not available for use by vendors or the public, nor will staff take messages. **Fairgrounds staff will not accept deliveries for events.**

**VENDORS:** Vendors who are not directly affiliated with and a part of an approved event must sign a vendor agreement, pay appropriate fee, and provide the appropriate insurance (if required) to the Fairgrounds Office prior to the event. This policy includes any vendor(s) who utilize the parking lot (i.e.: Mobile Food Service).

**SUPERVISION:** The event manager from your organization will be responsible for assuring the supervision of the activity and the conduct of all persons connected in any way with the activity while they are on Fairgrounds property. The event manager also has the right to limit access to the facilities they have rented for their event. **Children are to be supervised by an adult at all times.**

**AMBULANCE:** On-site ambulance service is required for all Rodeos and may be required for other events.

**TRAFFIC CONTROL:** If the traffic generated by the event is such that it requires a permit, a traffic control plan for the Fairgrounds must be developed by the tenant and approved by the Director of the Fairgrounds. Such a plan may require the employment of off-duty officers to direct traffic at intersections. Other large events may also require a traffic plan.

**STATE OF COLORADO PERMIT:** The State of Colorado requires a permit if it is anticipated that the traffic generated by the event will restrict the flow of traffic on Highway 6, its ramps or service roads. Applications may be obtained from the Fairgrounds office. Events which release 500 vehicles or more onto the roadway at one time generally require a permit.

**PARKING:** Specific facilities have parking areas assigned to them. If additional parking is required, special arrangements are necessary. If parking requirements for your event exceeds the capacity for the facility you have rented, additional charges may be made based on the rental fee of the affected facility. Parking is permitted in designated areas only. Depending on number of expected vehicles and other scheduled events, parking attendants may be required. Parking lots are reserved for parking only, any other use must be approved in advance and appropriate fees paid (if applicable).

**RESTRICTED PARKING:** No cars or trailers can be parked on the roadways or in the circle between the two stall barns. The area directly south of the exhibit halls is reserved for loading, unloading, and **HANDICAPPED PARKING** only, unless other written arrangements have been made. It is the responsibility of the tenant to enforce the provisions of this regulation. Disregard for "No Parking" signs may be subject to ticket and towing without notice at owners expense.

**PERMITS:** The tenant is responsible for obtaining all permits otherwise required by law.

**MARQUEE:** An electronic marquee sign is available to advertise an event. The Marquee may only be used for events on the Fairgrounds. The Fairgrounds staff will control message availability and content. No political messages are allowed. Fairgrounds Director must approve messages.

**SIGN POLICY:** Nothing may be attached to any sign or structure on Fairgrounds property. Lawn signs, placed in the ground, or weighted balloon markers are allowed for Fairgrounds User Events only as long as there is no obstruction of Fairgrounds signage. All lawn signs/markers need to be removed from Fairgrounds property by tenant at the end of the event before the tenant leaves the property.

Disregard for this sign policy will result in a \$25.00 fine, per occurrence, (an occurrence is defined as any individual balloon marker or sign) to the tenant. \*Fairgrounds staff will take pictures of infractions, and fines will be automatically deducted from damage deposit and/or charged to customer credit card if applicable.

**RESTRICTED AREAS:** Horses are not allowed in the pedestrian plaza between the Exhibit Halls and the Fairgrounds office/Extension office Building, any blue grass area, or the picnic area.

**SMOKING:** Smoking is prohibited in all county buildings by Resolution No. CC-90-937. It is the responsibility of the tenant to enforce the provisions of this regulation. A \$50 fine may be assessed on the second warning. You may obtain a copy of the resolution at the Fairgrounds office.

**ANIMALS:** Animals are **NOT ALLOWED** in meeting rooms or exhibit halls unless they are **WORKING SERVICE ANIMALS**.

**DOG LEASH LAW:** All dogs must be under physical control at all times. Physical control means a strap, chain, or cord attached to your dog and constrained by you. Violation of this rule subjects the dog owner, or person in custody of said dog to fines as set forth by the Animal Control section of the Jefferson County Sheriff's Office. (Exception to this rule is any dog(s) that are an active part of an organized training program/event occurring at the Fairgrounds). All organized and/or "off-leash" dog events must obtain an event permit from the Jefferson County Animal Control office prior to holding an event at the Fairgrounds.

**PET EXCREMENT:** All pet excrement must be picked up and deposited in supplied trash receptacles located throughout the Fairgrounds.

**CLEAN UP:** It is the responsibility of the tenants to place all litter and trash in the outdoor trash dumpsters prior to the end of your event. Break down all boxes. If the refuse generated exceeds the dumpster capacity, the tenant may be charged for a special trash service pick-up. Clean up also includes all manure in facilities, arenas, and parking lots; manure bins are placed around the Fairgrounds for this purpose. (Absolutely no cleaning out of horse trailers allowed in parking lots.)

**HAZARDOUS WASTE:** The tenant agrees not to have in their possession, collect, distribute, dispose, release, or otherwise discharge any toxic or hazardous waste as defined by Jefferson County and Federal Law. Violation of this provision will subject the tenant to fines of not less than \$500.00 for each infraction and shall be deemed in breach of the Facility Rental Agreement and subject to immediate termination of the Facility Rental Agreement and removal from the Fairgrounds property.

**INCLEMENT WEATHER/FIELD CONDITION POLICY:** In the event that inclement weather prohibits a scheduled event from occurring in an outdoor facility, (Table View Arena, Silver Spur Arena, Rodeo arena; and Picnic Area); the event may be rescheduled on a space and time available basis by contacting the Fairgrounds' office. Alternative dates will be available for all other facilities only if the Fairgrounds are closed due to inclement weather. Only in event the Fairgrounds is closed will indoor events be re-scheduled.

**PHOTOS:** Jefferson County Fairgrounds staff may take photos of events held at the Fairgrounds. These photos will be the property of Jefferson County and may be used for informational and/or promotional materials.

**LOST OR STOLEN ARTICLES:** Jefferson County Fairgrounds will not be responsible, under any circumstances, for property of the tenant while on the Fairgrounds property. Proper securing of doors and facilities will be performed by the Fairgrounds staff; however, any additional security for tenant's property will be the responsibility of the tenant. Unclaimed articles or property must be held and distributed by the tenant.

**CAMPING/RV USE:** Overnight RV use is allowed only in designated sites. If the need arises, overflow sites may be designated by the Fairgrounds staff. Sites are available on a first come first served basis and may not be available during large shows.

**TIE OUTS/TEMPORARY STALLS USE:** Tie outs or the set up of temporary stalls for the intended purpose of holding animals overnight is not allowed on Fairgrounds property.

**LIABILITY WAIVERS:** Release and Waiver of Liability forms may be required to be signed by all event producers, participants, and/or spectators depending on the risk level of event. These waivers may be required in addition or in lieu of insurance requirements. The Fairgrounds/County Attorney staff will determine if an event needs only waivers or waivers and insurance for an event.

**EQUINE LAW: Warning: Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.**