

PLATEAU VALLEY FAIRGROUNDS

FACILITY USE PERMIT APPLICATION

2/6/2007

The undersigned verifies that he/she has read and understands the Fairgrounds User Guide; that he/she has the authority to sign for and bind the event sponsor/concessionaire; and that by virtue of his/her signature the event sponsor/concessionaire is bound by all the conditions set forth.

EVENT SPONSOR/CONCESSIONAIRE:

Contact Name: _____

Address: _____

Phones: Home: _____ Work: _____ Cell: _____

EVENT DATES/TIMES:

Day/Date _____ Time In: _____ Time Out: _____

Day/Date _____ Time In: _____ Time Out: _____

Day/Date _____ Time In: _____ Time Out: _____

FACILITY/PORTION USED: _____

INSPECTION REQUESTED: Pre (Date/Time) _____ Post (Date/Time) _____

LIABILITY INSURANCE: Proof of Insurance _____ Town of Collbran - Additional Insured _____

Effective Dates: _____ Received Date: _____

LIGHTING REQUESTED: From _____ To _____

EQUIPMENT:

To Be Used _____

Purpose _____

Equipment Operator _____

FEES COLLECTED

Use Fee:

Name _____

Date _____ \$ _____ Ck # _____

Deposit:

Key: Set # _____ Returned _____

Date _____ Check # _____

Damage/Cleaning:

Date _____ Check # _____

Special Needs/Instructions:

Applicant Signature _____

Approved _____

Date _____

PLATEAU VALLEY FAIRGROUNDS

INDEMNIFICATION

IT IS A CONDITION OF THE USE OF THE FACILITY, OR ANY PORTION THEREOF, THAT EACH EVENT SPONSOR/CONCESSIONAIRE AGREES TO THE FOLLOWING:

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

The Town of Collbran reserves the right to require that the event sponsor obtain Recreational Release of Liability and Indemnification Agreements from every participant in such form as approve by the Town.

Event

Date(s)

Event Sponsor/Concessionaire

Date

USE OF TOWN RECREATIONAL ACTIVITY
RELEASE/INDEMNIFICATION - TOWN OF COLLBRAN

**I. RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT:
PARTICIPANT MUST READ CAREFULLY BEFORE SIGNING**

In consideration for being permitted to utilize the Town of Collbran's ____ Plateau Valley Fairgrounds/Rodeo Arena _____ Auditorium facility, I hereby acknowledge, represent, and agree as follows:

A. I understand that the above-described activities are or may be dangerous and do or may involve risks of injury, loss, or damage. I further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage. **ACKNOWLEDGMENT OF RISK:** The Undersigned acknowledges that rodeos are dangerous activities and that the participation in a rodeo, as either a contestant, an employee or volunteer, exposes the participant to a substantial and serious risk of property damage, personal injury and/or death. The Undersigned expressly acknowledges that his/her participation in this event will involve such a hazard.

_____ **(Participant initials here)**
_____ **(If Participant is under 18 years old, Parent initial here)**

B. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I hereby expressly assume all such risks of injury, loss, or damage to me or to any third party arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the Town of Collbran, its officers, its employees, or by any other cause.

_____ **(Participant initials here)**
_____ **(If Participant is under 18 years old, Parent initial here)**

C. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I further hereby waive, and exempt, release, and discharge the Town of Collbran, its officers, and its employees from, any and all claims, demands, and actions for such injury, loss, or damage, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the Town of Collbran, its officers, its employees, or by any other cause.

_____ **(Participant initials here)**
_____ **(If Participant is under 18 years old, Parent initial here)**

D. I further agree to defend, indemnify and hold harmless the Town of Collbran, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, including any third party claim asserted against the Town of Collbran, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above-described activities, whether or not caused by my act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of the Town of Collbran, its officers, its employees, or by any other cause.

_____ (Participant initials here)
_____ (If Participant is under 18 years old, Parent initial here)

E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I hereby acknowledge and agree that said **AGREEMENT** extends to all acts, omissions, negligence, or other fault of the Town of Collbran, its officers, and/or its employees, and that said **AGREEMENT** is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

_____ (Participant initials here)
_____ (If Participant is under 18 years old, Parent initial here)

F. I understand and acknowledge that the Town of Collbran, its officers, and its employees are relying on, and do not waive or intend to waive by any provision of this **RELEASE AND INDEMNIFICATION AGREEMENT**, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.*, as amended, or otherwise available to the Town of Collbran, its officers, or its employees.

_____ (Participant initials here)
_____ (If Participant is under 18 years old, Parent initial here)

G. I understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of Colorado, and that jurisdiction and venue for any suit or cause of action under this Agreement shall lie in the courts of _____, Colorado.

_____ (Participant initials here)
_____ (If Participant is under 18 years old, Parent initial here)

H. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date set forth below and shall be binding upon me, my successors, representatives, heirs, executors, assigns, and transferees.

_____ **(Participant initials here)**
_____ **(If Participant is under 18 years old, Parent initial here)**

II. PARTICIPANT SIGNATURE AND DATE:

Participant - Print Name: _____

Participant's Signature: _____

Date of Signature: _____

III. IF PARTICIPANT IS UNDER 18 YEARS OLD, PARENT SIGNATURE AND DATE:

By initialing above and signing below, I acknowledge that I am the parent of the above-named Participant as the term "parent" is defined in C.R.S. Section 13-22-107(2)(b), and I hereby waive and release any prospective claim of the Participant against the Town of Collbran, its officers, and its employees for negligence, to the extent provided in C.R.S. Section 13-22-107(3), in connection with the above-described activities.

Parent - Print Name: _____

Parent's Signature: _____

Date of Signature: _____

PLATEAU VALLEY FAIRGROUNDS COLLBRAN, COLORADO

USER GUIDE

The Plateau Valley Fairgrounds (herein referred to as PVF) is available for use on a year-round basis with no water available from October through April. The facility is under the direction of the Board of Park Managers and the Town of Collbran. Major policy changes may be reviewed and recommended by the Board of Park Managers, subject to final approval by the Town of Collbran Board of Trustees.

It is the users' responsibility to be aware of and abide by all policies, rules, and regulations pertaining to the use of the facility as outlined in this document. Use of this facility is governed by, construed and enforced in accordance with the laws of the State of Colorado. All visitors and event sponsors, while on the premises of the PVF, will comply with all laws of any authority having jurisdiction in the circumstances.

PVF is owned by the Town of Collbran and is provided for the use and enjoyment of the citizens of Plateau Valley. The costs of maintaining this facility are borne partially by the citizens of Collbran and partially by the direct users of the PVF. Fees and rates are reviewed annually.

The Town of Collbran retains control and management of PVF at all times, has the right at all times to enforce all rules and regulations described hereto, to reject all persons who fail to comply with the rules and regulations, and to access the facility at any time during any event.

The Town of Collbran reserves the right to deny use of the facility to any individual(s), group(s), or organizations(s) under the following conditions:

- 1) Excessive demands, based on previous use of facility
- 2) Activities that, in the judgment of the Town of Collbran, are not appropriate community activities
- 3) Previous tardy or non-payment of fees
- 4) Failure to comply with any portion of the accepted User Guide

The Town of Collbran will not be responsible for losses due to theft, fire, or vandalism during events held on the premises or otherwise.

The decision of the Town of Collbran must be accepted as final in any disagreement.

SCHEDULING

- 1) The facility, or any portion thereof, is reserved on a first come, first serve basis.
- 2) Established events shall be recognized in setting up each year's annual calendar. Current users will have the right of first refusal for their dates from the previous year. Users must notify Town Hall by March 1 of the scheduling year to hold or release the dates. A deposit must be submitted to hold the dates. The right of first refusal pertains only to the event(s) currently scheduled and does not give anyone preferential rights to schedule additional events.
- 3) Requested dates are not guaranteed without an approved permit and paid deposit.
- 4) A completed facility use permit application must be submitted.
- 5) Event Sponsor/Concessionaire shall designate a single representative to act as a liaison between Event Sponsor/Concessionaire and Town of Collbran.
- 6) An individual must be 18 years of age to sign permit application for facility use.
- 7) Notice must be given immediately if an event is canceled to insure full refund of fees/deposits.

FEES/DEPOSITS

- 1) The Town of Collbran Board of Trustees shall annually approve a fee schedule.
- 2) A user fee is required at the time of scheduling.
- 3) A separate damage/cleaning deposit is required 10 (ten) business days prior to scheduled event. Deposit will be refunded after it has been determined that no damage or cleaning costs were incurred.
- 4) A separate key deposit is required 10 (ten) business days prior to scheduled event. Keys must be returned by the first business day following the scheduled event. Deposit will be refunded when key is returned.
- 5) The Event Sponsor/Concessionaire may request a pre and post event inspection with staff to facilitate the post event refund of the damage/cleaning deposit.
- 6) The Event Sponsor/Concessionaire is responsible for damages to the facility occurring during the scheduled use period including set up before and clean up after the scheduled event.
- 7) If damage or cleaning costs are incurred, all or part of the deposit amount will be used to bring the facility to the original condition. If costs exceed the deposit amount, the Event Sponsor/Concessionaire will be billed for all additional expenses.

INSURANCE

- 1) Liability insurance is required for all events other than rodeos in the amount of \$500,000 CSL. \$1,000,000 CSL liability limit is required for rodeos. It is the responsibility of the Event Sponsor/Concessionaire to obtain, at its own expense, required insurance.
- 2) Said insurance shall name Town of Collbran as an additional insured and shall be in effect for the duration of the scheduled event permit.
- 3) Proof of insurance must be submitted to Town Hall 10 (ten) business days prior to scheduled event.
- 4) No event will be conducted without proof of insurance.

CONCESSIONS

- 1) Concessions may be scheduled as a part of a scheduled event as one Event Sponsor/Concessionaire or as a separate Concessionaire.
- 2) A Concessionaire must follow all policies and procedures as outlined herein.

FACILITY LIGHTS

- 1) Facility lighting may be requested at the time of scheduling.
- 2) The Event Sponsor shall be responsible for turning off the lights within 30 (thirty) minutes after a scheduled event is concluded and the area is safely cleared.

PARKING

- 1) The Event Sponsor shall be responsible for parking control and must insure that fire and access lanes are kept clear of obstruction.

USE OF TOWN OF COLLBRAN EQUIPMENT

- 1) Use of equipment owned by Town of Collbran must be operated by one person designated by the Event Sponsor and approved by Town of Collbran.
- 2) Designation and approval must be secured 10 (ten) business days in advance of scheduled event.
- 3) A list of equipment to be used and the purpose of the use shall be submitted to Town of Collbran for approval.
- 4) Town of Collbran equipment may not be used for purposes other than those approved.
- 5) No one under the age of 18 will be allowed to operate Town of Collbran equipment.

ARENA AND GRANDSTANDS

- 1) **NO** horses shall be allowed in the concession and grandstand area.
- 2) **NO** unauthorized vehicles shall be allowed in the arena.
- 3) It shall be the responsibility and expense of the Event Sponsor to water the arena before use and any time necessary during use.
- 4) Non-livestock events must leave the arena footing level and clean of foreign objects and debris.

ALCOHOL

- 1) Alcohol is allowed in designated areas when a **Special Events Liquor License** has been issued with specific guidelines and restrictions for an additional fee.

SECURITY/SAFETY

- 1) Security needed for any scheduled event is the sole responsibility of the Event Sponsor.
- 2) Emergency Medical Technicians (EMT) are required at each event where there is substantial risk of injury to the contestants or audience. Securing, notifying, and paying EMT and paramedic personnel are the responsibilities of the Event Sponsor.
- 3) Event Sponsor must provide adequate manpower to professionally and safely conduct their event.
- 4) Any unruly animals, as determined by the events permittee, must be removed from the facility immediately.
- 5) All dogs must be on a leash and under the control of the owner at all times.
- 6) No exhibition of speed in the parking lot is allowed.
- 7) No illegal knives, guns, explosives, fireworks, or other weapons are allowed on the facility.

CAMPING

- 1) PVF is not licensed or permitted as a campground. Any person desiring to stay overnight at the property must be part of a scheduled event.
- 2) No water or sewer hookups are available. Each camping unit must be self contained.
- 3) The required per night camping fee must be paid and a permit issued. Permit may be obtained at Town Hall during regular office hours or from the Event Sponsor.
- 4) Camping is allowed only on the night preceding a scheduled event, the night(s) during the scheduled event, and one night following the scheduled event.
- 5) Camping is not allowed within 100 feet of Buzzard Creek.
- 6) No open fires or camp fires are allowed without approval of the Town of Collbran.
- 7) It is the responsibility of the Event Sponsor to insure every camper has met all requirements for use and follows all regulations.

GROUNDS

- 1) **NO** cleaning of trailers on facility property.
- 2) Washing of horses and livestock is to be done in designated areas only.
- 3) Horses shall not be left unattended for any amount of time.
- 4) No livestock shall be left on the facility overnight at any time, other than in conjunction with a scheduled event, without approval from Town of Collbran.
 - a) Owners of any livestock left on the facility property, whether approved or during a scheduled event, shall be responsible for insuring that the animal is properly fed and watered on a daily basis.
 - b) Owners of any livestock left on the facility property, whether approved or during a scheduled event, shall be responsible for properly cleaning the area and returning it to original condition.
- 5) **NO** facility users will be allowed at any time to lock gates, etc. without approval and providing a key to the Town of Collbran.

PORTABLE EQUIPMENT

- 1) Portable equipment (i.e. bleachers, stalls, restrooms) brought in for a scheduled event is the responsibility and expense of the Event Sponsor.
- 2) Event Sponsor may be required to provide, at their expense, additional restroom facilities if attendance is estimated to exceed facility capabilities.
 - a) It is the responsibility of the Event Sponsor to provide 1 (one) restroom unit for every 200 people.
 - b) It is the responsibility of the Event Sponsor to insure that the restroom unit is cleaned daily.
 - c) Restroom units must be removed within 48 hours of the end of the scheduled event.
 - d) Event Sponsor is responsible at their expense for providing adequate paper products (i.e. toilet tissue, paper towels, etc.) to equip **ALL** restrooms used during the scheduled event.
- 3) Portable equipment, with the exception of restroom units, shall remain on the facility property no more than 5 (five) days before the scheduled event and no more than 5 (five) days after the scheduled event.
- 4) Cleaning and restoring the area to the original condition after portable equipment is removed is the responsibility of the Event Sponsor.

TRASH REMOVAL

- 1) **NO** dumping is allowed on the facility property at any time.
- 2) All trash, refuse, etc. must be placed in provided receptacles and emptied at the end of each day of a scheduled event.
- 3) It is the responsibility of the Event Sponsor/Concessionaire to provide a dumpster at their own expense if refuse generated is estimated to exceed the capacity of provided receptacles.
 - a) Dumpster must be removed within 48 hours of the end of the scheduled event.
- 4) Manure, hay, straw, etc. must be removed from the facility property at the end of the scheduled event.
- 5) Event Sponsor/Concessionaire is responsible for providing adequate trash bags to equip trash receptacles during the scheduled event.

SIGNAGE/ADVERTISING

- 1) Advertising signs, banners, posters, or other appropriate means of display provided by financial sponsors of a scheduled event shall be allowed.
- 2) Placement of advertising materials must not impede spectator view or create a safety hazard.
- 3) The Event Sponsor/Concessionaire shall be responsible for attachment of advertising materials and removal immediately following the scheduled event.

GENERAL INFORMATION

- 1) Users may not undertake any plumbing, electrical, telecommunications, carpentry, or mechanical work on the facility. Any malfunctions must be reported immediately. Any malfunctions deemed the fault of the Event Sponsor will be charged accordingly.
- 2) If the Event Sponsor needs or wants to have a Town of Collbran employee present or available, the Event Sponsor will be required to pay for the services at the hourly rate for that assigned employee on that day.
- 3) Any personal property abandoned at PVF will be taken to Town Hall to be stored. The property owner will be given 5 (five) business days to identify and retrieve the property. If the property is not retrieved, it will be disposed of.
- 4) Any person accessing the PVF at any time other than during a scheduled event must comply with the policies and procedures herein.

PLATEAU VALLEY FAIRGROUNDS

2007 FEE SCHEDULE

USE FEES:

Scheduled Use Fee	Full Day	\$ 10.00
	Half Day	\$ 5.00
Scheduled Event	Per Day	\$ 50.00
Lights	Per Hour	\$ 5.00

Additional Fees:

Scheduled Events	10% of Gross Gate Receipts
Concessionaires	10% of Gross Concession Receipts

DEPOSITS:

Key	\$ 50.00
Damage/Cleaning	\$200.00
Hold Dates	\$200.00*

*To be applied as Damage/Cleaning Deposit for first scheduled event

CAMPING:

Scheduled Event Only	Per Day	\$ 10.00*
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*\$5.00 to Event Sponsor
\$5.00 to PVF Facility