

Pathfinder Regional Park Fremont County

Policies and Procedures (Revised December 2022)

Fremont County, Colorado (the “County”) owns and operates the eastern portion of Pathfinder Regional Park for the benefit of the residents of Fremont County and the public. This portion of the Park consists of an Outdoor Arena for organizations or private parties, a Festival Site which includes areas outside of the Arenas, a covered Arena (projected completion 2023), and a Community Center with an auditorium, meeting room space and a commercial kitchen

The County wants (a) to maximize use of the facilities, (b) minimize conflicts between regular and special event individuals or groups (the “Tenant”), (c) assure the value of Fremont County’s facilities is preserved and enhanced, and (d) require all uses of County facilities be safe and legal. The overall intent of these policies is to ensure the above is met and the facilities are self-sustainable which may require adjustments to fee schedules as needed and adopted by the Board of County Commissioners, all while keeping in mind our local values.

The following policies and procedures were developed to meet those goals. No Tenant may use these County facilities without following these policies and procedures.

1. SCHEDULING

1.1 Scheduling

The Event Center Employee(s), with Fremont County CSU Extension Office employee(s) as backup, is assigned to accept applications for use, to schedule regular, periodic uses (a “use”) and special events (an “event”) at Pathfinder Regional Park facilities. Scheduling is on a first come, first serve basis. A completed “Application for Use” form must be turned in (with applicable deposit and fees as stipulated) at the Pathfinder Regional Park facility before an event/use can be scheduled. Decisions regarding use of the facilities will be in accordance with safe and appropriate usage and at the discretion of the employees charged with scheduling. Disputes over scheduling shall be handled by the Event Center employee(s), then the County Manager, and if needed, Board of County Commissioners (BOCC).

1.2 Keys or combinations

Dependent on the event(s), the tenant will either be given access to the building, or areas rented by Events Center employee(s), or may be given applicable keys/fob or combinations to appropriate locks the day before the scheduled event. If keys are provided, ALL keys/fob must be returned no later than 48 hours of the conclusion (or the first business day the County Offices are open) of the event, unless other arrangements are made. The Tenant will sign and acknowledge the key control form with the understanding if the keys are not returned, there will be a \$20.00 charge per day. Tenant who used the facilities will be responsible for any expense of replacing keys/fobs or re-keying locks and deadbolts if keys are not returned, or they are lost.

1.3 Open to the Public

The Outdoor Arena will be open to the public on a schedule set by the County. The schedule will be posted on the County website (www.fremontco.com) under Parks but is subject to change in the event a group or organization reserves the arena. Individuals will use the arena at their own risk per Colorado Revised Statute 13-21-119.

2. FEES & INSURANCE

2.1 Facility Fees: All deposits are due at the time of application for rental. Balance of fees are due no later than 10 days prior to the scheduled event, if not paid, the event may be canceled. Cleaning and damage deposits will be deposited, and refunds issued following an inspection by Event Center employee(s),

provided there is no damage to equipment or supplies, and all required cleaning is complete. This facility, and all parts thereof, are the responsibility of the tenant.

2.1.1 Outdoor Arena

	<u>Deposit</u>	<u>Facility Fee</u>
Arena (Groups/Events)	50% of fee	\$300.00 per day
-Non-Profit Groups	50% of fee	\$200.00 per day
-Includes 5 dry campers dependent on event and approval		
-Includes use of 6 back pens, additional pens @ \$15.00 per day each		
Individuals		
-Does not include arena work		
(18 and older - must sign release form)		\$200.00 per day (8 hours)
(Under 18 - Parents must sign release form)		\$150.00 per day (6 hours)
		\$ 75.00 per day (<6 hours)
Arena Lights		\$ 75.00 per use, up to 5 hours
-Additional hours \$20.00 per hour		
Stalls, 3-night maximum		\$15.00 per stall, per day
Cleaning/Damage Deposit	Paid in Full	\$500.00
-Refunded after inspection with no damage or cleanliness issues.		

2.1.2 Working the arena surface is not included in the above facility fee. Note: Only Fremont County tractors and/or equipment or tractors/equipment approved by Fremont County are allowed to perform work in the arena.

Work arena surface, one-time, water and drug	\$150.00
Work warm-up arena, one-time, water	\$ 50.00

2.1.3 Festival Site – Any events held outside the Arenas will be considered a Festival Site. May include 5 dry campers dependent on event and approval.

	<u>Deposit</u>	<u>Facility Fee</u>
Group	50% of fee	\$150.00 per day
Cleaning/Damage Deposit	Paid in Full	\$100.00
-Refunded after inspection with no damage or cleanliness issues.		

The Festival Site fee includes use of restroom building. Additional campers allowed at the regular \$15.00/day fee (a day to mean one day and night). Event organizers/staff will be responsible for monitoring camping and collecting appropriate fees.

2.1.4 Event Center

	<u>Deposit</u>	<u>Facility Fee</u>
Auditorium/Exhibition Hall (capacity 500)	50% of fee	\$500.00 per day
- Non-Profit Groups/Government entities	50% of fee	\$350.00 per day
- Includes tables/chairs for 200		
- Set up/Tear down per 100 guests		\$200.00
- Cleaning/Damage Deposit		\$500.00
o Refunded after inspection with no damage or cleanliness issues.		
Commercial Kitchen	50% of fee	\$200.00 per day
-Combined with Auditorium rental		\$150.00 per day
-Cleaning/Damage Deposit		\$200.00 per day
o Refunded after inspection with no damage or cleanliness issues.		
Meeting Room (capacity 25 people)	50% of fee	\$100.00 per day (8 hours)
		\$20.00 per hour (<8 hours)
-Includes tables, chairs, big screen TV's		
-Cleaning/Damage Deposit		\$100.00
Refunded after inspection with no damage or cleanliness issues		

2.1.5	<u>Covered Arena</u> with classroom and restrooms	Deposit	Facility Fee
	Arena (Groups/Events)	50% of fee	\$500.00 per day
	-Includes use of movable panels		
	-Includes 5 dry campers dependent on event and approval.		
	Individuals	50% of fee	\$200.00 per day
	Work arena surface, one-time, water and drag		\$150.00
	Cleaning/Damage Deposit		\$500.00
	-Refunded after inspection with no damage or cleanliness issues.		

2.1.5 Additional Rental Fees

Tables per 50	\$100.00
Chairs per 50	\$ 50.00
Stage removal from auditorium	\$150.00
Tableware, per 50 additional place settings	\$100.00
Dry Camping (RV, Trailer, Tent, etc.) (3 night maximum)	\$ 15.00 per camper/night
Arena Public Address System if facility not rented	\$100.00 per use
Temporary Stall use (3 night maximum)	\$ 15.00 per stall/day
Labor Cost per County Employee	\$ 50.00 per hour
Note: County employees may be requested at the above fee. The current Parks employee for non-duty hours to provide arena and festival site duties; IT/Auditorium Support for non-duty hours to provide support services during an event, and Event Center Employee(s) to provide additional coverage during non-County hosted events.	

NOTE: Linens are not provided. They may be available for rental at the cost to the County for laundering and ironing, as follows:

-Table Cloth	\$ 12.00 each
-Cloth Napkin	\$ 2.40 each

2.1.6 The BOCC will determine fees and usage not covered by the above schedule. Required deposit is due at the time of application. All other applicable fees and cleaning/damage deposits are due no later than 10 days prior to any event. The cleaning/damage deposit, or a portion thereof, will be refunded following an inspection of the facilities for any damage and cleanliness, during the processing of a normal cycle for payments. The determination on cleanliness will be based on a two (2) hour time frame of Event Center employee(s) time to clean after an event.

2.2 Fremont County 4-H

The Fremont County 4-H program is a non-profit youth development organization sponsored and partly funded by the Fremont County Board of County Commissioners, and therefore a county entity, so there will be no fees or deposits required. They will follow the same application process as any other entity wishing to schedule use of the facilities. Events may be relocated or modified when a conflict arises with a paying tenant.

2.3 Certificate of Liability Insurance

Tenants shall provide a certificate of liability insurance naming Fremont County as an additional insured prior to the event and as outlined on the "Application Form".

Group/ Commercial use – Copy of Tenant’s current business liability insurance policy for which limits are at least \$1,000,000.00 and such insurance policy will cover the planned event/use.

Individual use – Not required to provide copy of insurance (release/waiver required).

2.4 Other

Tenants agree to pay promptly all taxes, excise or license fees of whatever nature applicable to the proposed use and to take out all permits and licenses, including local, state and federal, required for the scheduled usage.

3. GENERAL

3.1 Cancellation

- 3.1.1 Fremont County will be notified as soon as possible if any event is cancelled.
- 3.1.2 Tenants who have arranged for use of the facilities but cancel for any reason, and do not cancel at least fourteen (14) days prior to the event will lose the deposit. Failure to cancel events prevents others from using the facilities. Events scheduled and approved less than fourteen (14) days from the date of the event, and subsequently canceled will lose 50% of applicable fees.

3.2 Losses and/or damage

- 3.2.1 Fremont County will not be responsible for losses due to theft, fire, vandalism, or accidents during activities held on the premises or otherwise.
- 3.2.2 Tenants shall not do any act, directly or indirectly, during setup, before, during the use/event or during cleanup after the event to mark, deface, alter or injure any part of the facilities. Tenants are responsible for damage to the facilities during their tenancy, and any actions of vendors during the tenants' use of the facilities.
- 3.2.3 Tenants agree to pay for any damage exceeding the cleaning and damage deposit.
- 3.2.4 There will be a pre-use inspection conducted by Event Center employee(s) using a checklist which will address broken items and cleanliness of the facilities.

3.3 Cleanup

- 3.3.1 Tenants are responsible for cleanup of the facility/rented spaces: outdoor arena, event center, commercial kitchen, meeting room, festival site, covered arena, classroom, and applicable restroom facilities. Facilities shall be returned in the same state and condition as when usage began. Tenants are responsible for placing trash in the trash receptacles and dumpsters. A dumpster is provided at the north end of the parking lot near the Arena and outside of the Events Center. Please put trash in plastic bags and place in the dumpsters. Available indoor trash receptables will have a liner at the beginning of the event, additional liners are the responsibility of the tenant. If dumpster is full, tenants are responsible for properly disposing of all trash; DO NOT put trash on the ground around the dumpster. Pathfinder Regional Park is known for its bear population.
- 3.3.2 Necessary equipment/tools will be available to tenant for cleaning: broom, dustpan, mop, bucket, rags, and cleaning solution. A vacuum will be available for the meeting space, however, DO NOT use a vacuum to clean up confetti, or other small paper type decorations of any kind as it will damage the vacuum. It is highly recommended not to partake in the use of confetti in a carpeted area, this can impact the damage/cleaning deposit.
- 3.3.3 It is the responsibility of the tenant to pick up all manure from the arena(s), parking lot and areas around the arena(s) and place it in the concrete holding area at the north end of the parking lot by the Outdoor Arena, near the dumpster.

- 3.3.4 Individuals using the arena on “open ride” days are responsible for cleaning up after their animals, if this is consistently taken advantage of, it may result in the arena not being made available free of charge.

3.4 Safety & Security

- 3.4.1 Tenants shall use and occupy the facilities in a safe and careful manner and shall comply with all applicable local, state, and federal laws, rules and regulations as may be in force and effect during the scheduled event including any health laws and regulations.
- 3.4.2 Tenants are responsible for determining and meeting security and safety requirements (e.g., security, crowd control, EMS personnel, ambulance presence, etc.). Tenants are also responsible for initiating, maintaining, and supervising all safety and security precautions and programs in connection with their use of the facilities. All Tenants of County facilities must fully comply with all requirements of the Occupational Safety and Health Act (OSHA), and any other pertinent rules or regulations. Tenants shall take all reasonable safety precautions and shall provide all reasonable protection to prevent personal injury and property damage or loss to:
- a. The public attending the event/use and all persons participating in the event/use.
 - b. Tenants’ employees, agents and other persons who may be involved in the event/use.
 - c. County’s employees, agents and other persons who may be involved in the event/use, or otherwise; and
 - d. County’s facilities, materials and equipment present or used during the event/use.

3.5 Parking

- 3.5.1 Parking shall be in designated parking areas only. This includes Tenants, participants, and the public.
- 3.5.2 For public events, the Tenants shall be responsible for parking control and for ensuring fire lanes and access lanes are kept clear of obstruction.

3.6 County management of the facilities

- 3.6.1 The County reserves the right to control and manage the usage of the facilities and to enforce all necessary and proper rules, and for its authorized representatives and employees to enforce rules and regulations, maintenance, inspection, and repair of the facilities.
- 3.6.2 The County reserves the right, but not the duty, through its duly appointed representatives, to eject any person or persons from the premises for violation of applicable rules, law, or ordinance.
- 3.6.3 If in the judgment of the County, the persons attending a scheduled event are in violation of the terms of the contract and Lease or Facilities Usage Policies and Agreement to be a threat to the health, welfare, safety, well-being, order and decency of the park patrons, or the community, the County may terminate the event and require all persons to leave the premises.

3.7 Alcohol/ Fireworks/Camping/Open Fires

- 3.7.1 The consumption, sale or possession of fermented malt beverages or alcoholic beverages (malt, vinous, or spirituous liquors) is prohibited, except by valid liquor license authorizing the same. In the event a Tenant is permitted to serve any such beverage, Tenant is responsible for obtaining all necessary licenses and permits and fully complying with all applicable liquor laws, rules, and regulations. Glass containers and bottles are prohibited. The possession, use, or sale of illegal drugs, narcotic drugs, or dangerous drugs as defined by statute, is prohibited to the same extent prohibited by Title 12, Article 22, C.R.S., as the same may be amended from time to time. The use or sale of marijuana is prohibited.
- 3.7.2 Tenants shall not permit any fireworks, camping, open fires, paint ball, BB, pellet, air, or blow guns at the facilities without the written permission of the County.

3.8 General Tenant Requirements

- 3.8.1 Tenants shall permit the County and any other governmental agency authorized by law, or their authorized designee, to monitor all activities conducted by Tenants at the facilities.
- 3.8.2 The relationship created between the County and Tenants are only a site rental/utilization agreement and does not constitute the creation of a partnership, joint-venture, or any relationship other than Landlord and Tenant. No Tenant nor its agents nor employees shall be deemed to be employees or agents of the County. Neither Tenant nor its agents nor employees has any authority, express or implied, to bind County to any agreement, liability or understanding whatsoever.
- 3.8.3 Without the County’s written permission, Tenants may not assign, delegate or subcontract any portion of the tenancy of the facilities.
- 3.8.4 The County may sponsor, co-sponsor, or donate to events held at the Pathfinder Regional Park facility; they are not the host of the event and are not responsible for the tenant of such an event.

_____	_____
Chairman, BOCC	Date
_____	_____
Member, BOCC	Date
_____	_____
Member, BOCC	Date