



General Policies Governing Rental of the Regional Park Complex

1. Use of any facility at the Regional Park Complex is by Complex Rental Agreement between the user, hereafter referred to as the “Tenant” and Adams County.
2. No group may contract to rent 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 Parks office.
3. There are fees charged for the use of the facility, as outlined in Exhibit A. Fees are reviewed 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 the use of the fairgrounds. Policies for the use of the facilities are outlined under Policies and Procedures.
5. No organization or person may use any portion of the Regional Park without having first obtained a Rental Agreement for occupancy. The Rental Agreement, for use of any portion of the Regional Park, is issued on authorized printed forms. The Rental Agreement must be signed by the Tenant and by an authorized representative of Adams County (The Regional Park Manager is the designated representative) prior to the commencement of any activities of any kind on the Regional Park premises.
6. 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.
7. Tenant agrees to comply with all applicable governmental agencies, ordinances and statutes and to assume full responsibility for payment of all sales, use, assessments and/or fees in compliance with Adams County and the State of Colorado.

The Adams County Regional Park Complex operates on a year-round basis under the direction of the Adams County Board of County Commissioners and Parks Director. Major policy changes are reviewed and approved by the Board of County Commissioners.

Facility Rental General Rules

A. Policy Statement

C.R.S. § 30-11-101, authorizes the Board of County Commissioners to lease any real or personal property as either lessor or lessee, including facilities located thereon, when deemed by the Board of County Commissioners to be in the best interests of the County and its inhabitants. C.R.S. § 29-7-101, *et.seq.*, authorizes the Board of County Commissioners to set fees for County owned or operated recreational facilities.

Pursuant to the above statutes, the Board of County Commissioners has promulgated the following policies related to the assessment of charges and rental fees to individuals and organizations requesting rental of any portion of the Regional Park Complex and Fairgrounds facilities. Fees for the facilities are divided into three categories:

- Commercial,
- Adams County Non-Profit,
- County Government Events.

These categories are defined below. Fees are outlined in Exhibit A.

B. Definitions

1. Commercial Event

The term “commercial” shall apply to any private person, for profit organization, company, and entity or for any non-county non-profit organization, regardless the purpose of the rental or whether the services provided are for adults or minors.

2. Adams County Non-Profit

The term “Adams County Non-Profit” shall apply to any organization, association, or entity with a super majority (80%) of its members residing within Adams County. The organization, association or entity must be sponsoring educational, civic, and athletic or public service events and must be registered with the Secretary of State’s office as a non-profit organization. Upon

request, the organization must provide proof of its non-profit status, bylaws and membership list to the Parks office.¹

3. County Government Events

The term “County Government Events” shall apply to Adams County Government departments and agencies requesting use of the facilities for Official County business or programs. Only the utility surcharge fee shall be charged for County Government Events.

4. High Demand Day/Low Demand Day

High demand days are defined as Friday through Sunday. Low demand days are defined as Monday through Thursday.

C. Rules Pertaining to County Government Events

1. Tenants may not assess a fee to participants attending the meeting or seminar except as may be necessary to reimburse the tenants for the costs of materials provided at the meeting or seminar.
2. The Tenant shall be responsible for cleaning the kitchen as specified in the kitchen policies and procedures and to the satisfaction of the Parks Director. Tenant shall be billed for any damages to the kitchen or if the kitchen is not properly cleaned following the event.
3. County government events shall be scheduled between 7:00 a.m. to 10:00 p.m. Monday through Thursday, all events must conclude by 10:00 p.m. Friday events must end by 5:00 p.m. An overtime staff fee of \$25.00 per hour per employee shall be assessed past 10:00 p.m. on Monday through Thursday, and 5:00 p.m. on Friday, absent exceptional circumstances. Monday and Friday events must have approval from the Parks Director to avoid conflicts with weekend events.
4. No event shall not be scheduled on County holidays which include: New Year’s Eve and Day, Martin Luther King Day, Presidents Day, Memorial Day, July the 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving, and Friday after Thanksgiving, Christmas Eve and Christmas Day.
5. All County Government Events shall be held in the CSU Annex Meeting Room, located in the Waymire Building or in the Parks Meeting Rooms located in the Parks Administration Building. If the event is held outside these two designated areas, the following utility surcharge will apply.

¹ Fees for Adams County Non-Profit organizations, associations and entities are based on whether the organization, association or entity provides services directed at adults or at minors. Organizations, associations, and entities providing services primarily directed at adults are referred to as “Adams County Adult Non-Profit”. Organizations, associations, and entities providing services primarily directed at minors are referred to as “Adams County Youth Non-Profit”.

	2007	2008
Al Lesser	\$50.00	\$60.00
Sale Barn	\$50.00	\$60.00
Indoor Arena	\$75.00	\$95.00
Exhibit Hall	\$75.00	\$95.00
Dome	\$75.00	\$100.00 (2009)

- Tenants sponsoring County Government Events shall provide all labor for set up of tables and chairs, and for cleaning and returning all County equipment in good condition immediately following the event.. Any Tenant that fails to clean up after an event is subject to the following action:

The Tenant shall be billed for the clean up.
The Tenant may be banned from future use of the facilities.

Tenants wishing to have their set-up and tear down completed by the Parks Department will be subjected to the lowest non-profit rate available for that event as it pertains, however this rate does not provide for clean-up of tenant's materials.

- Major political parties, as defined by C.R.S. § 1-1-104, may receive free use of the complex facilities for three (3) days per calendar year-- two high demand days (Friday-Sunday) and one low demand day (Tuesday-Thursday). These dates shall be scheduled with the Parks Office in advance and according to space availability. These dates are non-transferable and must be used strictly for Adams County political party use only.
- If a paying event is scheduled on a date previously assigned to a nonpaying County Event, the non-paying County Event may be canceled upon 60 days notice. Prior to cancellation, the Parks Department shall make every effort to move the non-paying County Event to another facility at the Regional Park. Cancellation does not apply to events that are mandated or that are essential to government business.

Policies and Procedures

Reservations: Any event sponsored by Adams County, and approved by the Board of County Commissioners, shall have precedence in booking dates for usage of the Adams County Regional Park Complex facilities. All facilities are reserved on a first come, first served basis except for events having an historical date². Dates for tenants with historical events will be given the first right of

² 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 an historical date the event must be

refusal on their dates. Prospective users may contact the Parks Administrative Office to book the use of the facilities at the following: Adams County Regional Park Complex, Adams County Regional Park picnic sites and Rotello Park picnic pavilions.

Tenants will be required to pay a damage deposit and create a rental agreement prior to receiving a reservation for use of any of the Adams County Regional Park facilities. Most events will require a rental agreement. Reservations may be booked and confirmed for no more than one year in advance. All reservations are subject to rate changes and/or policies and procedures changes as approved by the Board of County Commissioners.

There are no back-to-back events permitted unless approved by Parks Department management. There must be at least one day between different events to allow for clean up and set-up of buildings.

Adams County reserves the right to refuse event bookings when in their sole opinion the event may cause undue or unusual damage to the facilities or the reputation thereof, or if the event is deemed to be an inappropriate use of the Regional Park Complex.

Applicable Forms and Fees to Be Submitted: The following forms must be submitted to the Parks Department office prior to the Tenant's event. Should Tenant fail to return the required documents, as stated herein, the Adams County Parks Department has the right to cancel the Rental Agreement and event without further notice.

1. Rental Agreement as issued by the Adams County Parks Department
2. Certificate of Insurance if required in the Rental Agreement (if applicable)
3. Event set-up sheet properly completed and signed (if applicable)
4. Proof of Tri-County Health Department Permit, if applicable
5. Liquor contract (if applicable)
6. Security information sheet (if applicable)
7. Special Event Permit (if applicable)

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.

Facility Admission Surcharge: All tenants who charge a gate admission fee to the general public to their event shall pay the Facility Admission Surcharge (FAS) of \$.50 per person. These events include, but are not limited to craft shows, dances, rodeos, and trade shows or livestock events. All FAS charges must be paid within 30 days following the event. All tickets provided by tenant are subject to inspection by the Parks Staff.

Electrical Fee: All events involving exhibitors, individual displays or dealers shall be charged a flat fee of \$5.00 per electrical outlet required. The electrical fee will be waived if the tenant is charging a gate fee and the Facilities Admission Surcharge will be in effect.

Damage Deposits: The following damage deposits are required for events at the Adams County Regional Park Complex.

Private Party (Examples include wedding, Quinceanera, anniversary, birthday Party, etc...)	0-300 people	\$300.00
	301-600 people	\$500.00
	601-1000 people	\$700.00
Public Events (Examples include craft fair, or events open to the public)	0-500 people	\$500.00
	501-1000 people	\$750.00
	1001-2500 people	\$1000.00
	2501 – over	\$1500.00

The Parks Director may require additional damage deposit fees for events which involve a Facilities Admission Surcharge fee, substantial set-up requirements or higher than normal attendance.

Damage deposit fees may be applied to charges for damages, additional fees for set up, security or optional equipment used. Tenant is responsible for obtaining estimates for additional charges for set-up, and/or optional equipment requested.

Rental Period: The rental fee includes general floor space, normal utilities, restrooms and eight (8) hours of building attendant services with additional set-up time, public address system (except where noted), speaker podium, limited number of tables/chairs, and limited staging in buildings only. Basic rental fees do not include storage area facilities, event materials, optional equipment, linens, dishes, silverware, extra-ordinary utilities or security services.

Access to the buildings for set-up on the day of the event will begin at 7:00 a.m. All weekend events must be concluded and all persons associated with the event vacated by 12 o'clock midnight, unless earlier deadlines otherwise apply. Tenants whose guests, band members, caterers or any individual associated with the event, remain past midnight may be subject to an overtime-minimum charge billed at a

rate of \$200.00 per hour. Tenants are required to have a representative from their group at the facility until the last person leaves the facility

Payments: The damage deposit will be required to reserve the date and generate the contract. In accordance with the Rental Agreement, one half of the total fees are due upon signing the Rental Agreement. The balance of the total fees is due at least thirty (30) days prior to the scheduled event.

Historical date users may be permitted to pay the damage deposit upon signing the Complex Rental Agreement. All fees for these events will be due no later than 30 days prior to the event.

Additional fees for labor, equipment, stalls and optional equipment shall be due within 15 days upon receipt of invoice.

Any checks returned by the bank for any reason will be charged a \$25.00 fee and tenant will be required to make payment in the form of cashier's check or money order only.

It is the strict policy of the Adams County Parks Department that only checks or money orders are accepted. All payments are made payable to the Adams County Parks Department. Absolutely no cash will be accepted. (Except during the National Western Stock Show and Wednesday Night Open Riding)

Cancellations: The required damage deposit shall be paid to hold any reservation of the facilities. Upon cancellation 90 days prior to the event, 50% of the damage deposit shall be refunded including all other rental fees paid in advance. Upon cancellation 89 days to 60 days in advance, 50% of the deposit will be refunded and Tenant will receive 50% of the rental fees paid in advance. Upon cancellation less than 60 days in advance, 50% of the damage deposit will be refunded and Tenant will receive no refund of rental fees paid in advance.

Alcohol: When using any of the buildings at the Adams County Regional Park Tenant must use the designated Adams County Regional Park liquor concessionaire. This Concessionaire holds the liquor license for the Regional Park Complex. Failure to use County's designated liquor concessionaire will result in immediate termination of contract and event.

Serving liquor in the parking lots or bringing it in from an outside source in conjunction with using the liquor concessionaire could result in the following, depending on the severity of the violation.

1. Termination of contract and event.
2. Losing all or a portion of the damage deposit.
3. Inability to reserve the Adams County Regional Park for future events.

The Sheriff's Deputy assigned to the event will assess the violations to the liquor policy, however the Adams County Regional Park Administration will make the final determination on what action will be taken as a result in violating the liquor policy.

Approved non-profit organizations may apply for a Special Events Permit to sell alcoholic beverages at an event scheduled in the Regional Park Amphitheater. The Special Events Permit must be displayed at the concessionaire area during the event. Proof of insurance must be submitted to the Parks office prior to the scheduled event. The liquor concessionaire will be subject to fees as set forth in the approved Amphitheater Fee Schedule.

Security Officers: The Adams County Regional Parks Complex requires all events requiring security to use the Adams County Sheriff's Office. Currently the Adams County Sheriff's Office charges \$40.00 per hour per officer. All fees and number of officers are determined upon reserving the facility and are subject to final approval from the Adams County Sheriff's Office.

Event Publicity: A Rental Agreement must be signed between the Tenant and Adams County before the release of advertising or publicity for an event.

Planning Meetings: A planning meeting is required for all events and will be scheduled at least 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. Tenant must bring the layout of the event and any special request for use of any of the facilities. Please call the office if there are any questions about facilities or policies.

Decorating: No helium balloons will be allowed in the Dome. No confetti, birdseed, rice, or similar materials are allowed for any event. No nails, tape or self-sticking posters may be placed on walls or doors without special written permission from the Director of Parks or their designated person.

Setup and Setup Modifications: The Parks Department will provide one free-of-charge set-up for the Tenant using the buildings. There shall be a limited number of tables and chairs allocated to each building, which will be designated in the Rental Agreement.

If a building is not in use the day prior to a scheduled event, the Tenant may be permitted access to the facility for decorating/set up. The Tenant will be limited to four hours at a charge of \$150.00. Notification of building availability will be provided one month prior to the scheduled event. If the Tenant desires to confirm the day prior to the scheduled event for decorating or set-up, the Tenant will be

required to pay the applicable rental fees for the facility. Tenants must schedule set-up within the normal work hours of the Parks Department staff.

A set-up diagram must be turned in to the Parks Administration Office no later than 21 days prior to event or Tenant will be responsible for their own set-up without a reduction in fees.

If modifications are made to an event within 7 calendar days of the event, the Parks 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 a minimum of \$25.00 per modification and must be paid in full before any of the changes are physically made.

Cleaning: All tenants are required to place all trash in the proper containers upon termination of the scheduled event. All decorations must be taken down immediately following the event. Failure to clean up an event will result in labor charges billed at \$25.00 per staff person per hour. Equipment charges will be billed based on the equipment required.

Pet Excrement: All pet excrement must be picked up and deposited in supplied trash receptacles located throughout the Regional Park Complex.

Health Permit Requirements: When an event involves a temporary food service operation, food demonstration, or health demonstration, Tenant is responsible for informing such exhibitors or food service operators that a permit from the Tri-County Health Department is required prior to set-up. Tenant is responsible for payment of required inspection fees to Tri-County Health Department. Applications may be obtained through the Adams County Parks Department, 9755 Henderson Road, Brighton, Colorado 80601 or from Tri-County Health Department Located at 10190 Bannock Street, Suite 100, Northglenn, CO 80260.

Animal Restrictions: All dogs must be kept on a leash or penned at all times. Persons keeping dogs on the grounds must use every care to assure safety of visitors and other Regional Park patrons/personnel. Violation of this policy may result in removal of animals from the Regional Park Complex or Adams County Animal Control may be called.

Animal Events: Any Tenant utilizing the Regional Park Complex for any activity in which live animals are used, exhibited, and/or displayed shall comply fully with all applicable government agency statutes, laws, ordinances, rules regulations, and/or order applicable to the humane care and treatment of animals.

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: All equipment must be replaced in good working condition and kitchen or food prep area cleaned immediately following the event. No dishes, silverware, pots, pans, cooking utensils or linens are provided with the rental of the buildings, kitchen or food prep areas. Tenant must complete a cleaning checklist at conclusion of event with maintenance personnel.

Caterers/Concessionaires/Vendors: Tenants may choose their own caterer or concessionaire.

Portable/mobile food concessionaires and any vendor who desires to sell any product must purchase a Food/Vendor Permit from the Parks Department prior to the event. Tenant will be responsible for securing required concessionaires. Tenant must contact the Parks Department with the name and telephone number of the selected concessionaires.

The cost for a Food Vendor Permit is \$50.00 per day. All food concessionaires or caterers who will be selling food directly to the public must obtain prior approval from the Tri-County Health Department and provide proof of insurance. A Tri-County Health Department application is available at the Parks Administrative Office. Licensed Caterers, 4H members or family members who provide food services for non-public events will be exempt.

Deliveries: The Parks Department staff will not accept deliveries for Tenants. Tenants must make their own arrangements for deliveries and storage of any goods arriving prior to the date of the scheduled event.

Telephone: No long distance calls may be placed from County telephone service provided. Telephone service is limited to specific buildings and arenas. The Parks Department will provide information for availability of telephone service.

The Parks Department telephone number may not be used on any form of advertising, publicity, fliers, posters, brochures, information, registration forms, etc. for events booked at the Adams County Regional Parks Complex. If the Parks Department telephone number is used accidentally, or otherwise, a fee of \$500.00 will be charged to the Tenant for County staff time required for referring callers. If any advertising or information lists the Adams County Regional Park location, the Tenant will be required to list a telephone number and or contact person who can provide further information regarding the event.

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

Camping/RV: Overnight RV parking is allowed only in designated sites. If the need arises, overflow sites may be designated by the Parks staff. A camping permit must be purchased at the Adams County Parks Office, and must be displayed on rear-view mirror at all times while camping at the Adams County

Regional Park Complex. Parking in fire lanes and using the building electrical outlets is not permitted.

Parking: Parking lots and roadways, for all events, will be under the exclusive and absolute control of Adams County.

All parking at the Regional Park Complex must be in designated parking areas only. Fire lanes must be kept open for police, fire, ambulance and other emergency units as well as for Park's maintenance workers.

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

Parking lots are subject to availability.

Liability Limitations of Parking: Adams County, as a landlord, hereby declares it is not responsible for fire, theft, damage to or loss of such vehicles or articles left therein. Guests at the Regional Park Complex who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense

Smoking: No smoking shall be permitted in any building at the Adams County Regional Park. An area shall be designated outside for smoking. No smoking is permitted in livestock barns and arenas on the complex.

Permits: The tenant is responsible for obtaining all permits required by law.

Marquee: The marquee on Highway US 85 may be used on a space available basis and is to be used for Regional Park events only. The Marquee Sign Request Form must be filled out, signed and turned into the Adams County Parks Office no later than 30 days prior to the event. If event fails to turn in proper forms, the event WILL NOT be listed on the Marquee.

Signs/Banners: Placement of directional or informational sign/banners at the Regional Park Complex may be set up the day of the event to direct the public to the event. All signs/banners must be removed immediately following the event or there will be a charge for labor to remove sign. Adams County will not be responsible for signs/banners left on the premises. The use of adhesive tape or any kind of staples/tacks/nails for attachment of signs to any wall, (exterior or interior) or painted surface is prohibited.

Holiday Restrictions: The Adams County Regional Park Complex is officially closed on the following holidays: Martin Luther King Day, President's Day, Memorial Day, 4th of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving and day after, Christmas Day and New Years Day. Events held on

holidays will be subjected to a charge of \$50.00 per hour. No events will be held on Thanksgiving, Christmas Day and New Years Day.

Lost or Stolen Articles: The Adams County Regional Parks Complex will not be responsible, under any circumstances, for property of the tenant while on the Regional Complex property. Proper securing of doors and facilities will be performed by the Parks 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.

Fire Safety Standard: All fire regulations prescribed by the Brighton Fire Marshal and enforcement agencies shall be strictly observed. All combustible waste material and rubbish within the buildings shall be stored in approved containers. All such waste containers shall be emptied at the close of each day, into approved containers outside the building(s).

1. Exits

Exits, aisles, ramps, corridors, and passageways shall not be blocked nor have their required width obstructed in any manner by ticket offices, turnstiles, concessions, chairs, equipment or anything whatsoever; nor shall they be blocked by persons

2. Fire Extinguishers

Fire extinguishers are provided in major buildings, however, at others locations or where special hazards are created, the Tenant, as required by the Brighton Fire Marshal, shall provide additional extinguishers.

3. Parking

Parking which obstructs roadways, right of ways or fire lanes is prohibited at all times.

4. Decorative Material

All decorative material including, but not limited to, drapes, hangings, curtains and table coverings with overhangs, shall either be made from non-flammable materials, or rendered and maintained in a flame retarding condition by means of a solution and process approved by the Brighton Fire Marshal.

Copies of the approved certificates of flame resistant coverings and all treated materials shall be made available to the Parks Department when contracting an exhibition show.

Any decorative materials shall not conceal exits, exit lights, fire alarm sending stations and fire extinguishers locations.

Except for fabric made of 100% glass fiber, a special permit from the Brighton Fire Marshal will be required for decorative materials, non-flammable or treated, when suspended horizontally as an overhead cover.

No helium balloons allowed. No tape or adhesive materials may be attached to the walls.

5. Electrical Installations

Electrical installations shall be in conformance with Government Agency Electrical Code standards. When an outside licensed electrical company is used for an event, the Adams County Parks Department must be present at time of connecting into Regional Parks Complex equipment.

Winter Season Riding (Indoor Arena): Open riding for the general public will be held in the Indoor Arena on Wednesdays from 6:00 p.m. - 9:00 p.m. with individual fees of \$5.00 per horse.

Open riding is subject to cancellation if a full-paying event can be scheduled. Groups shall be given a 14 days notice of cancellation. Open riding date cancellations shall be announced and posted at least 30 days in advance.

Horse/Livestock Shows: A barn manager will be required for all horse or livestock shows booked at the Regional Park Complex. It shall be the responsibility of the tenant to provide a designated barn manager for each show. Tenant is billed in accordance with the number of stalls used. Stall fees shall be billed after the event and payment is due within 15 days of receipt of invoice.

All horse/livestock shows will be required to do a pre-event and post-event inspection of stalls with the Parks staff to verify the condition of stalls. Tenant will be billed for any stalls used during the duration of the event. If tenant fails to verify stall counts with Park's staff, then the Parks staff count shall be applied.

Equine Law: 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.

Insurance: The Tenant shall furnish a certificate of insurance for commercial general liability at least 30 days prior to the event, and comprehensive automobile liability, worker's compensation, and professional liability as required upon request of Parks Department. The Tenant agrees to obtain and maintain this insurance in full force and effect for the entire period of the event. The Event

shall not commence under this Agreement until the Tenant has submitted to the County and received approval thereof, the certificate of insurance showing compliance with the following types and coverage of insurance.

Comprehensive General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each occurrence)
Personal Injury Protection	As Required by Colorado Statutes

Workman's Compensation Insurance: As Required by Colorado Statutes

**This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

The Tenant's comprehensive general liability, comprehensive automobile liability and workman's compensation insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled without thirty (30) days prior written notice to the County by certified mail, return receipt requested.

All insurers of the Tenant must be licensed or approved to do business in the State of Colorado.

At any time during the term of this Agreement, the County may require the Tenant to provide proof of the insurance coverage or policies required herein.

Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, maybe immediately declared suspended, discontinued, or terminated. Failure of the Tenant to obtain and/or maintain any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

All accidents, occurrences, or claims must be reported to the Adams County Parks Department as soon as possible. Reports must include.

1. Name, address and phone number of the injured person or persons.
2. Name, address and phone number of any witnesses.
3. A description of the accident (how, when and where it happened).
4. A description of the extent of bodily injury or property damage.

When the Adams County Parks Department staff receives the above information, the incident will be reported to the designated Park Management and Risk Management with a detailed written report.

Provisions Clause: Provisions of the Rental Agreement will supersede the provisions of these policies in cases where there is a conflict.

Indemnification: The tenant shall hold and save Adams County harmless from all claims, losses, or damages of any kind or nature whatsoever arising out of the scheduled event which may be sustained by reason of any act or omission on the part of the tenant, its employees, guests, patrons, or invitees, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable.

Restriction of Sub – Leasing: Tenant may not, under any circumstances, sub – lease, rent or dispose of in any manner, facilities, equipment or materials owned by Adams County. The Parks Department has the sole authority for renting or leasing the Regional Park Complex, or equipment owned by Adams County. Only Adams County employees may operate County owned equipment.

