

Master Contract
Rules and Regulations

Montezuma County Fairgrounds
30100 Hwy 160
Cortez, Colorado

INSURANCE

▪ User, when required, shall furnish and deliver to the Montezuma County Extension Office or Fairgrounds Director, the following insurance policy, or good and sufficient certificates in lieu thereof, as evidence of such insurance to cover User’s particular event(s):

Liability:	\$600,000.00	Bodily Injury
	\$450,000.00	Property Damage

▪ User will not do, or permit to be done, or suffer the omission of, anything in or upon any portion of the premises or bring or keep anything hereon or herein which will in any way conflict with the condition of any insurance policy upon the building or any part thereof or in any way increase any rate of insurance upon the premises.

▪ The County of Montezuma will not be responsible for personal property, art objects, paintings, sculptures, furniture, musical instruments, stock, etc. belonging to or under the control of User. User agrees to obtain, at its own expense, any insurance necessary to cover such objects in case of their injury, loss, theft or damage.

LAW ENFORCEMENT / SECURITY GUARDS

▪ It shall be the obligation of the User to furnish adequate police protection for the event as herein provided. Unless otherwise agreed in writing, Montezuma County shall determine the number and type of police personnel and/or security guards required for the event. User shall replace any such police and security guard personnel who do not meet with the approval of Montezuma County, immediately upon notice by them to do so. Security guards are **mandatory** for dances, boxing and wrestling matches, concerts, etc. Security guards must be present at the User’s occupancy of facilities and must remain until all crowds and traffic is dispersed and evacuated. **Security guards must be licensed, bonded and uniformed**, and the following will apply:

1. A minimum of four (4) guards in the coliseum;
2. Minimum requirement for outside activities will be determined when Contract is negotiated.
3. _____

4. _____

LICENSES

- User shall obtain permits and/or licenses required by law, ordinances and rules;
- Food and/or drink concessions must possess a current Health Certificate for selling to the public of food not previously packaged and drinks not previously bottled.

INDEMNITY

User agrees to conduct activities upon the premises so as not to endanger any person lawfully thereon. User expressly agrees to protect, indemnify and save harmless the County, its Officers, Agents and employees from and against any and all liability, damage or expense for, upon or by reason.

- Any injury(ies), including injuries resulting in death, received by any person, firm or corporation to his/her or it's person or his/her or it's property.
- Any loss of property received, done or occurring on or about the County Fairgrounds premises, building, entrances, lobbies and/or exits thereof and the sidewalks, streets and approaches adjoining the County Fairgrounds building and premises, or any portion of the County Fairgrounds used by the User hereunder. It is expressly understood that the User shall pay for any and all damage to, loss of or theft of the County Fairgrounds premises or property which occurs in connection with the User's use of the premises under this contract.

ASSIGNMENT

- It is expressly understood that the use by User is under a contract only and not relationship of landlord or tenant is created. User had no right to sublet the premises or any part thereof, or to suffer and use said premises other than herein specified. User shall not assign this agreement or any of the rights herein.

COMPLIANCE WITH APPLICABLE LAWS - CONDUCT

User will comply with all laws of the United States and the State of Colorado, all ordinances and resolutions of the County of Montezuma and all rules, regulations and lawful requirements of the Sheriff's Office, and Fire Department and other authorities of the County of Montezuma having jurisdiction in the circumstances. User will not do, or suffer to be done, by it's agents, employees, guests, invitees or patrons, on the premises during the terms of this contract, anything of violation of such laws, ordinances, rules or regulations, and if the attention of the User or of any person employed by or admitted to the premises by User. User will immediately desist from or correct such violation.

ALTERATIONS, SIGNS AND POSTERS

User shall not do, or permit to be done, upon said premises anything that will injure, mar, or in any manner deface the said premises and will not drive or install, or permit to be driven or installed, by nail, hook, tack or screw into any part of the building and will not make, or allow to be made, any alterations what-so-ever to said building or equipment or facilities.

ENTERTAINMENT STANDARDS

No performance, exhibition or entertainment shall be given or held on any part of the County Fairgrounds which is illegal, indecent, obscene or immoral, which is wholly without redeeming social value, pornographic or which contains sexually orientated material.

CONTROL OF PREMISES - INSPECTION BY USER

The County Fairgrounds, equipment, materials and all supplies owned by the County and/or the premises, including the keys thereto, shall at all times be under the control of the County Fairgrounds Director and (s)he, or the duly authorized representatives of the County Fairgrounds. Authorized County Fairgrounds personnel shall have the right to enter the premises at any and all times during the period covered by this contract. Entrance and exit of said premises shall be locked and unlocked at such times as may be required for User's use of County Fairgrounds; but User, at it's expense, must at all times provide proper watchman at all entrances and exits when the same are unlocked. The provision in no way shall relieve the User of their liability for loss or damage of property of the County from any act, omission or negligence, nor from the duty of said User, it's officer(s), agent(s), representative(s) employees and assigns, to exercise reasonable care with respect to said property.

ADVERTISING - SOLICITATION OF BUSINESS

User shall not distribute or circulate, or permit to be distributed or circulated, any advertising matter or program at the entrance to, or in, or about any part of the County Fairgrounds premises, except for such advertising programs as may pertain to the immediate attraction for which this permit is granted.

STORAGE - NO RESPONSIBILITY TO COUNTY

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the County Fairgrounds, either prior to, during or subsequent to the use of the County Fairgrounds facilities by User, the County and it's officers, agents and employees shall act solely for the accommodation of the User; and neither the County nor its officers, agents or employees shall be liable for any loss, damage or injury to such property.

OBSTRUCTION IN HALLS, ENTRANCES, PASSAGES, ETC.

No portion of the sidewalks, entryways passages, halls or ways of access to public utilities of the premises shall be obstructed or caused or permitted to be used for any purpose other than ingress and egress, to and from the premises. Doors, skylights or openings that reflect or admit light in any portion of the building, including hallways, corridors and passageways, shall in no way be obstructed by User.

The water closets and water apparatus' shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, paper or other substances shall be thrown therein. Any damage resulting on account of any misuse of whatsoever character shall be paid for by the User, for any damaged portion of the facility or equipment of the Montezuma County Fairgrounds.

FLAMABLE MATERIAL, FIREARMS, WEAPONS, SPECIAL EFFECTS, ETC.

No flammable materials such as bunting, tissue paper, crepe paper, etc. will be permitted for use as decoration. All materials used for decorative purposes must be treated with flame-proofing and be approved by the Fire Marshall. User shall not put up or operate any engine, motor or machinery upon the premises for use oil, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes or any other agent, other than electricity for illuminating the premises. All firearms and weapons used, demonstrated, discharged or for decoration must be approved by the Montezuma County Fairgrounds Director.

OBJECTIONABLE PERSONS

The County reserves the right, but does not assume the duty, to eject or cause to be ejected from the premises any rude, insolent, drunk, intoxicated, disorderly or similarly objectionable person(s); and neither the County nor any of its officers, agents or employees shall be liable to User for any damages that may be sustained by User through the exercise of such right.

OCCUPANCY DISTRIBUTION - ACT OF GOD

In the case the Montezuma County Fairgrounds, or any part thereof, shall be destroyed or damaged by fire or any other natural cause, or if any other casualty or unforeseen circumstance shall render the fulfillment of this contract by the County Fairgrounds impossible or inconvenient, including without limitation thereto, the requisitioning of the premises by the United States Government or any arm or instrumentality thereof, or by reason of labor disputes, or for any other reason beyond the control of Montezuma County, then and thereupon this contract shall terminate and the User shall pay usage fees for said premises only up and until said time of termination at the rates herein specified, and User hereby waives any claims for damages, reimbursements or compensation, should this contract be so terminated.

The County shall not be liable for any damages occasioned by failure to keep the premises in repair, not should it be liable for any damages occasioned by plumbing, gas, water, steam, sewage, heating, air conditioning, electrical equipment, or the bursting or leaking of any of the previous, not for damage arising out of water being upon or coming through the roof, openings or otherwise.

COUNTY'S USE OF SOUND SYSTEM

The County, at such reasonable times as it may deem appropriate, may announce, describe and advertise over the sound system in the premises, including and without limitation to announcements, descriptions and advertisements concerning other future events being held, or to be held, in the premises in other parts of the County Fairgrounds, or elsewhere, and the County reserves and retains the right to use and may use the sound system and display advertising capabilities and facilities in the premises in any matter which, in its opinion, shall be conclusive, in desirable or appropriate, provided that such announcements, descriptions and advertisements used do not disrupt or interfere with the event of User.

REFERENCE TO COUNTY FAIRGROUNDS NAME AND BUILDING

Subject to the provisions of this paragraph, User may make mention or reference to the County Fairgrounds name or County Fairgrounds buildings in any advertisement, ticket, placard, or other written or printed matter as well as any photograph, motion picture, television, tape recording or other matter circulated, published or caused to be circulated or published by the User provided that upon written notification to the User by the County that such permission is withdrawn, the User shall refrain from and discontinue such circulation or publication immediately and shall continue to refrain from further making such reference until such time permission is again granted by the County in writing.

COLLECTIONS

No collections, whether for charity or otherwise, shall be made or attempted without the prior written consent of the Montezuma County Fairgrounds Director.

COUNTY, NOT PARTNER OR JOINT VENTURE

Nothing contained in this contract shall be deemed to constitute the County and User as partners or joint ventures with each other or with any other party. It is expressly understood the User is, and shall at all times, be considered and construed to be, an independent contractor, and, in no way, the employee or agent of the County.

NON-DISCRIMINATION

User shall not discriminate in the use of the premises against any person because of race, creed, color, religion, national origin, political belief or affiliation, age or sex.

COPYRIGHT VIOLATION

User agrees to assume all cost arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of said events, User agrees to indemnify and hold harmless the County from all damage, cost and expense and/or equity for, or on account of the use of any patent, trademark, or copyrighted materials equipment, devices process or dramatic rights furnished or used by the User or it's contestants and exhibitors, in connection with this contract.

DEFAULT-BANKRUPTCY-TERMINATION

It is understood and agreed that on account of the shortness of events, performances, games, exhibitions, or attractions, and the scheduling hereof, time is of the essence of this contract/agreement, and this contract shall terminate upon expiration of it's term, or, at the option of the County, if before or during the period hereof:

- User defaults in any obligation hereunder, or fails to comply with any applicable building regulations, or any local, state or federal laws;
- User has misrepresented the nature of the performance;
- There is damage to the premises, or civic commotion or such similar just cause to reasonably justify the opinion of the County that the contemplated use or occupancy or scheduled occupancy of the premises under this contract would be unsafe for the public or for public property.;
- User makes a general assignment for the benefit of creditors or takes benefit of any insolvency act, a receiver or trustee is appointed for User or User's property, or execution is issued pursuant to a judgment rendered against the User.;
- This contract is assigned, passed to or dissolves upon any person, firm or corporation other than the User.;
- User attempts to assign this contract/agreement without prior written consent of the County.;
- Use of the premises for the purpose or any of the purposes specified under this contract is forbidden or temporarily suspended by competent public authorities.;
- User otherwise defaults in the performance or observance of any of it's obligations or agreements contained herein, including the agreement to make payments as provided herein; then, and in any such event, this contract shall, at the County's option, expire as fully and completely as if such date and time of expiration were the date and time fixed herein for termination of the period and term of this contract and User shall remain liable as herein provided, unless termination was due to no fault of the User.;

REMOVAL OF TRASH AND MATERIAL

The County reserves the right to charge the User, at its cost, for the removal of unusual amounts of rubbish, scrap paper, lumber, or other materials and the User agrees to pay for the same.

LOST ARTICLES

The County shall have the sole right to collect and to have the custody of articles left, lost, or checked in the building or premises by person attending any performance, exhibition, or entertainment given or held under this contract, and neither the User nor any person under User's authority shall collect or interfere with the collection or custody of such articles.

COORDINATING USE OF SERVICE OR FACILITIES

User acknowledges that besides the use of the premises as contemplated by this contract/agreement, the County Fairgrounds buildings, and various parts thereof and areas therein, may be, or will be, used for the installation, holding, or presentation, and for removal of activities, events, and other engagements, and that in order for the County Fairgrounds to operate as efficiently as practicable, it may, or will be, necessary, for the use or availability of services and facilities, to determine when, and the extent to which, the sharing of such services or facilities is necessary or desirable. User agrees to comply with such schedules or established and to cooperate in any sharing arrangements so determined. In no event shall User enter or use any area, part, service or facility of the County Fairgrounds other than the premises authorized under this contract without first obtaining approval and consent of the Montezuma County Fairgrounds Director and/or County Commissioners.

PROPERTY DAMAGE DEPOSIT

- It is understood that User has inspected the premises and equipment that the same are in proper condition for the uses contemplated hereunder, and that there is no existing damage to the premises or to the equipment except that which has been noted in writing on Exhibit "A", which is attached hereto or which has been signed by the respective representatives of the User and the County.;
- In order to further secure the County and guarantee that there shall be no loss, damage, or theft done to the County Fairgrounds buildings and premises under this contract, and to guarantee payment of extra services and personnel provided or furnished by the County, without in any way, waiving any right the County may have under this agreement against the User or any other person under the provisions of this contract or otherwise, is mutually agreed that the User shall deposit with the County the sum of _____ (\$_____), which shall be paid in cash, cashier's check or money order, as a property damage deposit not later than the ____ day of ____, 200__;
- That the conclusion of the event (unless otherwise mutually agreed in writing), which is the subject of this contract, the representatives of each of the parties shall inspect the premises to determine damage to, loss of, or theft to property, equipment, or the County

Fairgrounds premises, if any, which has been incurred or suffered in connection with the event. If the parties agree as to damage, theft, loss and payment due the County for extra services and personnel furnished by the County, a detailed description thereof, and the amount thereof, shall be reduced to writing and signed by both representatives of the parties.;

- If the parties agree as to the amount due to the County for damage or services rendered, the Manager shall, subject to approval of the County, authorize a refund payment of the excess amount of the deposit made by User over the amount agreed to be due and owing to the County to the User.;
- If the parties cannot agree as to the amount owed to the County or if the amount agreed upon exceeds the amount of the deposit, no refund shall be made and the deposit shall remain with the County pending determination of the differences between the parties or as payment for indebtedness due the County, as the case may be. If the parties are unable to agree, each shall make a separate list of damages, loss, theft and amount due for extra services in personnel, which shall be presented to the County Commissioners for disposition as soon as possible.

MAXIMUM TICKET SALES-OCCUPANCY LOAD

The User shall not sell, cause or allow be selling or issuing, admission tickets in excess of the seating capacity of the premises granted under this contract. There shall not be admitted to the premises a larger number of persons than is allowed by the occupancy load permit under the County Fire Marshall Regulations.

CONCESSION SALES-FREE SAMPLES

The County reserves unto itself or it's designated representatives or agents, the sole right to sell or dispense programs, librettos, periodicals, books, magazines, newspapers, soft drinks, flowers, candies, food novelties, or any related merchandise commonly sold or dispensed as concessions.

FEDERAL COPYRIGHT ACT

User certifies and warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold the County of Montezuma harmless from any and all claims, losses or expenses incurred with regard to alleged copyright infringement or violations of the Federal Copyright Act arising from User's use of the County Fairgrounds facilities.

HANDICAP PARKING

User shall not limit access to handicap parking for occupants vehicles' clearly displayed as such at any designated handicap parking spot on the premises. Depending on the size of event, User may be required to add additional spaces located near the event according to the requirements of any federal, state or county laws. Any handicap parking requirements as stated above violated by User shall result in an automatic minimum eighteen (18) month suspension of the usage of facilities. Further suspension may be required by the Board of County Commissioners.

IN WITNESS WHEREOF, the User has accepted the foregoing and the parties have affixed their hands and seals.

Signature: _____

Date: _____

Signature: _____

Date: _____

MONTEZUMA COUNTY FAIRGROUNDS USER(S)

Signature: _____

Date: _____

MONTEZUMA COUNTY FAIRGROUNDS MANAGER

MONTEZUMA COUNTY FAIRGROUNDS WAIVER REQUEST

We, _____, do hereby request a waiver for the security during the performance date of _____. The reasons for this request are as follows:

...and we will assume any claims levied against the County Fairgrounds of the County of Montezuma as results of this waiver.

Printed Name: _____ Signature: _____
Organization: _____ Title: _____
Dated this ___ day of _____, 200__.

MONTEZUMA COUNTY FAIRGROUNDS ACTION:

Montezuma County Fairgrounds

Printed Name: _____ Signature: _____
Title: _____ Date: _____

USER: _____
AUTHORIZED AGENT: _____
ADDRESS: _____
PHONE NUMBER: _____

<u>AREA</u>	<u>DESCRIPTION</u>	<u>CONDITION</u>	<u>NOTED BY</u>	<u>DATE</u>
-------------	--------------------	------------------	-----------------	-------------

We have inspected the facilities and have noted that the premises and equipment are in the condition as noted herein.

BY: _____	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

MONTEZUMA CO. FAIRGROUNDS USER

EXHIBIT 'A'