

PLATEAU VALLEY FAIRGROUNDS COLLBRAN, COLORADO

OPERATING POLICIES AND PROCEDURES

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 PVF is a drug and alcohol free zone. No unauthorized alcohol is allowed.

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 Operating Policies and Procedures

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.

WARNING:

Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine

activities, pursuant to Section 13-21-119, Colorado Revised Statutes. Operations information and scheduling an event may be done at the Collbran Town Hall. General hours of operation are Monday through Friday, 8:00 am to 5:00 pm.

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, paid deposit, and proof of insurance.
- 4) A completed facility use permit 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. 5) An individual must be 18 years of age to sign a permit for facility use. 6) 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 or no later than 10 (ten) business days prior to the scheduled event.
- 2) 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.
- 3) 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 the key is returned.
- 4) 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. 5) 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.
- 6) 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. a \$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. Insurance must not exclude injury to participants. 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 events.

4) No event will be conducted without proof of insurance.

INDEMNIFICATION

This is agreed by all Event Sponsors:

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 holder obtain Recreational Release of Liability and Indemnification Agreements from every participant.

CONCESSIONS

- 1) Concessions may be scheduled as a part of a scheduled event as one Event Sponsor 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 the Town of Collbran. Designation and approval must be secured 10 (ten) business days in advance of scheduled events.
- 2) 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.
- 3) 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) Exceptions to the alcohol policy are in designated areas when a **Special Events Liquor License** has been issued with specific guidelines and restrictions for an additional fee.
- 2) Any illegal sales or entry of alcohol on the PVF, or any unauthorized consumption outside the licensed area, will cause the immediate termination of the scheduled event. It is the Event Sponsor responsibility to supervise the scheduled event.
- 3) Violations of this policy may result in the termination of the license. Violators may be subject to arrest and prosecution.

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 is the responsibility of the Event Sponsor. 2) Event Sponsor must provide adequate manpower to professionally and safely conduct their event.
- 3) Any unruly animals, as determined by the events permittee, must be removed from the facility immediately.
- 4) All dogs must be on a leash and under the control of the owner at all times. 5) No exhibition of speed in the parking lot is allowed.
- 6) 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.
- 2) The required per night camping fee must be paid and a permit issued. 3) 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. 4) Camping is not allowed within 100 feet of Buzzard Creek.
- 5) No open fires or campfires are allowed without approval of the Town of Collbran.

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 the 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.
- 6) **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 an 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) Posting of any advertising materials on the PVF premises is subject to approval by the Town of Collbran.

2) Advertising signs, banners, posters, or other appropriate means of display provided by financial sponsors of a scheduled event shall be allowed. 3) Placement of advertising materials must not impede spectator view or create a safety hazard.

4) The Event Sponsor/Concessionaire shall be responsible for attachment of advertising materials and removal immediately following the scheduled event. 5) Year round signage shall be confined to the area under and around the announcer's booth.

6) It shall be the responsibility of the sign owner to maintain the sign in good order.

GENERAL INFORMATION

1) Users may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any of the facilities. 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. Property owner will be given 5 (five) business days to identify and retrieve the property. If 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 Fee Schedule

USE FEES:

Scheduled Use Fee- **Full Day \$ 10.00**
(practice and personal use) **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:

Damage/Cleaning/Lights/Key **\$250.00**

Camping: Scheduled Event Only Per Day \$ 10.00