

PROWERS COUNTY VAQUERO BUILDING
2517 SADDLE CLUB DRIVE, LAMAR, CO 81052
RENTAL AGREEMENT

Today's Date: _____ Name: _____ Address: _____ _____ _____	Date(s) of Events: _____ Set Up Time: _____ am pm Event Starts: _____ am pm Finish Time: _____ am pm Phone: _____
Type of Event: _____	

I agree to pay fees in the amount of \$_____ or to submit a request for a waiver of the fees. I understand the decision to waive any or all of the fees are at the total discretion of the Board of Commissioners. I have attached copies of my State of Colorado Sales Tax License and the City of Lamar Sales Tax License. Failure to do so will result in denial of my rental request, unless I am legally exempt. The attached lease terms are part of this agreement.

 Sign

 Date

For County Use Only:

Date Booking Fee Paid \$25.00: _____ Date Damage Deposit Paid \$150.00: _____

Date Rental Fee Paid \$150.00: _____

Liability Insurance received: Yes ___ No ___ N/A ___ Date: _____

Inspection completed: _____ Damage/Cleaning Deposit Refunded: Y/N, if no, see attached.

**Please note that any deposit refund due back to you will be provided by a Prowers County check. Checks are issued upon approval at the Commissioners' meetings.*

PROWERS COUNTY VAQUERO BUILDING RENTAL AGREEMENT

Between Prowers County Board of Commissioners (Commissioners), and the Authorizing Agent renting the facility, (User).

1. Determination of fees for use of the facilities shall be made by the Commissioners in accordance with the established fee schedule and agreed to by the User at the time the reservation is confirmed.
2. Unique events may require an increase in fees/charges and/or conditions in addition to those shown. The Commissioners reserve the right to modify any of the conditions as necessary on a case-by-case basis.

3. Use of all facilities shall be scheduled through the Prowers County Administration Office only.

Fees and deposits:

- a) **A non-refundable booking fee of \$25.00 per event** is due before an individual or entity may have their name placed on the Fairgrounds Calendar to reserve a facility at the Fairgrounds.
 - b) If the event does not go forward for whatever reason, the \$25.00 fee **WILL NOT BE REFUNDED**.
 - c) Remainder of fees and damage deposit must be submitted to the office no less than 10 working days prior to the date scheduled. **The damage deposit is required and due from all users whether use fees are waived or not.** Failure to pay fees 10 working days prior to event may result in cancellation of facility use. Access to the facilities at any time other than stated on this form is not allowed unless prior approval is received from Prowers County. **Please note that any deposit refund due back to you will be provided by a Prowers County check. Checks are issued upon approval at the Commissioners' meetings.**
4. The scheduling of the activities shall be made in the name of one individual who must, as a condition of use, read this document and accept responsibility for adequately supervising the event; assure that the facilities are used for the purpose for which they are scheduled; reimburse the County for damage to the property or facilities including excessive clean-up costs that may occur in connection with the event; and assure payment, in full.
 5. The cleanup and damage deposit must be paid 10 working days prior to the scheduled event. Said deposit shall be utilized by the county, if at all, for cleanup of the rented premises and repair of damages to same made necessary by the User's rental of the premises. In the event that the User performs cleanup of the premises in a suitable manner; said deposit will be reviewed for return to the User at a regularly scheduled meeting of the Commissioners. **User will be personally liable for any expense for damage and/or cleanup in excess of the required deposit.**
 6. In case of cancellation, fees will be refunded (less booking fee) if notice of cancellation is received 10 working days prior to scheduled use. If the event is cancelled due to inclement weather, the event may be rescheduled with no additional fees due. If the event is rescheduled for any other reason, an additional booking fee will be charged.
 7. Subleasing or charging additional fees to use the Fairground Facilities will not be permitted.
 8. Non-commercial User may have one day in advance for set-up, decorating, etc. between the hours of 8:00am and 4:00pm on the condition there is nothing previously booked on that date. If additional days are required for set-up, an additional fee of \$150 will be charged for each additional day.
 9. The User acknowledges that User's rental of County's property is not subject to the direct supervision and control of County personnel. Accordingly, and in express consideration for the within rental agreement, User hereby agrees to indemnify, and hold harmless, Prowers County, its officers, agents, and employees from and against any and all claims for liability asserted for personal injury, or property damage to any and all persons

or entities whatsoever, and arising out of User's rental of County's property as hereinabove set forth. This indemnification expressly extends to any and all damage awards, and shall further cover all costs of defense, which shall be conducted in County's sole discretion, including attorney's and expert witness fees.

10. The within agreement shall be and become binding upon, and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. Any action necessary to construe, interpret, or enforce the provision of the within agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, with the substantially prevailing party therein being entitled, as a matter of contract law an agreement to recover its costs and expenses therein incurred, including reasonable attorney's and expert witness fees.
11. Falsified or misleading information on this form may be cause for cancellation of this contract and forfeiture of security deposit and/or fees paid and may result in loss of future usage of the facility.
12. The user shall pay, in full, the required fee, damage deposit fee, or security deposit fee as established by the Prowers County Board of Commissioners. It is Prowers County policy that no facility shall be made available for use until full payment of the required fee is recorded. It is understood that this document defines use as Fairground Facility use only and does not in any way include the use of Prowers County Personnel. Each user is solely responsible for the care of the facilities, clean-up of the facilities, grounds, and parking areas during, and at the conclusion, of the event. Parking areas are included in the use and clean-up of all facilities.
13. The user shall be required to call for an on-site facility orientation with the Fairgrounds Caretaker no later than 5 working days prior to the event. The user will be familiarized with information pertaining to use of the facility, obtain keys, and will have the opportunity to ask questions of the caretaker. The Fairgrounds Caretaker can be reached by calling 931-0034 and is available to schedule an orientation. The user understands that Prowers County does not employ 7 day per week, 24 hour per day Fairgrounds Personnel. The Fairgrounds Caretaker hours are scheduled from 8:00 am to 5:00pm, Monday –Friday. The Fairgrounds Caretaker schedule may change to correlate with an event; however, changes must be pre-approved and are at the discretion of the Prowers County Maintenance Supervisor.
14. Every effort has been made to provide Fairground Facilities that are adequately maintained and appropriately prepared for normal use. It is further understood that building and grounds systems can, and do, fail at times. Failures may include, but are not limited to; electrical outlet power losses and blown breakers due to abnormal use and overloaded circuits, lighting failures, water supply problems, and restroom malfunctions, etc. There are no guarantees against such failures either implied or stipulated in this document. Prowers County Personnel will only be made available during off-hours in the event of an emergency pertaining to life safety or unsanitary conditions. All other unexpected occurrences should be documented and will be addressed on the next regular work day.
15. The user understands that costs incurred by Prowers County due to responding to non-emergency calls for service, facility or grounds clean-up, and sub-contractor repairs for damages to equipment or facilities will be billed to the user at a rate of 2 times the actual costs. It is the user's responsibility to minimize non-emergency calls for service.
16. The user agrees that it is their responsibility to provide, and be responsible for, the equipment or supplies necessary to circumvent potential failures in the buildings including; portable generators, portable toilets, toilet paper and hand towel paper supplies, first aid supplies, etc.
17. The user is specifically responsible to ensure adherence to these written and any posted policies and to:
 - a) Provide written documentation specifying any concerns, system failures, or break-downs and deliver that documentation to the Fairgrounds Caretaker. Please do not manipulate circuit breakers.
 - b) Pick-up trash and debris accumulated during the event including parking areas, and deposit the trash in the 55 gallon trash drums provided, or if full, into available dumpsters.

- c) Re-stock restrooms with toilet paper and paper hand towels as needed throughout the event. The Fairgrounds Caretaker will make these items available to users.
- d) Pick-up trash and leave fixtures, appliances, and counter surfaces clean. Sweep and mop, or vacuum indoor floor surfaces.
- e) Make appropriate arrangements for providing the necessary crowd control, public safety, and building security for the event.
- f) Ensure that scheduled events end at 12:00 Midnight, no exceptions.

18. Prowers County assumes no responsibility for lost or stolen items.

19. Alcohol is not allowed on the Fairgrounds at any time.

20. Limit capacity to 26 people (which is 50% of building capacity)

21. Collect contact information of guests by having sign-in sheets to help with potential exposure notification whenever possible.

22. Ensure 6 feet or more distancing between all attendees

23. IF THERE IS A CONFIRMED CASE OF COVID-19 AMONG GUESTS the event organizers must notify and cooperate with their local public health agency on next steps. Contact Prowers County Public Health 719-336-8721

24. Building or grounds emergency call: 931-0034 or 931-9335. Medical or safety emergency call: 911.

I have read, understand, and agree to the terms and conditions outlined in this agreement.

Date: _____

Organization: _____

Authorizing Agent Printed name: _____

Authorizing Agent Signature: _____

VAQUERO BUILDING CHECKLIST

- Do not tape or hang decorations from the ceiling grid or ceiling tile.
- Do not tape or staple decorations to tables, chairs, walls, windows, or doors
- Please place all chairs and tables back as they were before leaving.
- Cleaning supplies are in the custodial supply closet located in the men's room.
- Clean and put away any items that you used.
- Please clean and dry all counter tops, sinks, and appliances in restrooms.
- Sweep and Vacuum the floors.
- Wipe down all the tables.
- Pickup all trash in restrooms, kitchen, and meeting room and place in the dumpsters located outside the south door of the building.
- Turn the meeting room lights off.
- Please return thermostat settings back to the original temperature.
(68° in the winter or 75° in the summer)
- Close and lock all windows and doors. Place the building keys in the drop box located near the south door.
- Please leave the building in the condition you found it.

Please call (719) 931-0034 to reach the caretaker.

KITCHEN CHECKLIST

- Please plan for enough time to clean-up after use. It is your responsibility to clean the Kitchen after using it.
- Wash all dishes and utensils and place back in the proper location.
- Wipe off all counter tops.
- Clean all of the appliances you use including the stove, microwave, and refrigerator.
- Clean and dry the sinks and faucets.
- Clean up all spills on floors and counter tops.
- Sweep and mop floors.
- Leftover food will be disposed of, be sure to take leftovers with you.