

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. Non-Adams County Sponsored event or 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 and notarized by the Tenant and by the Regional Park Authorized Signatory or designee 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 laws, ordinances and statutes and to assume full responsibility for payment of all sales and use taxes, assessments and/or fees in as required by 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 and Open Space 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.

It is Adams County's policy to comply with all applicable state and federal laws prohibiting discrimination based on race, age, color, sex, religion, national origin, disability, or other protected classification. Consequently, any and all lessees that utilize any county asset or facility are also expected to fully comply with all applicable state and federal laws prohibiting discrimination based on race, age, color, sex, religion, national origin, disability, or other protected classification.

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
- 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 and company regardless the purpose of the rental or whether the services provided are for adults or minors.

2. Non-Profit

The term "Non-Profit" shall apply to any organization, association, or entity that is 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 to the Parks office.

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. These events will be pursuant to section” Rules pertaining to County Government Sponsored 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. The Tenant shall be responsible for cleaning the kitchen or food prep areas as specified in the kitchen policies and procedures and to the satisfaction of the Parks and Open Space Director or designee. The tenant shall be billed for any damages to the kitchen or if the kitchen is not properly cleaned following the event.
2. County government events will be scheduled between 7:00 a.m. to 10:00 p.m. Monday through Thursday. All events must conclude by 10:00 p.m. County Government events scheduled on Friday through Sunday will be assessed the lowest non-profit rate available. Parks will provide one set-up and tear down per event, however all applicable forms must be turned in two (2) weeks prior to scheduled event otherwise staff time will be billed at an hourly rate.
3. No event shall be scheduled on the following holidays: 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.
4. All County Government Events shall be held (to the extent possible) in the Rendezvous Rooms, located in the Waymire Building, the FRC (Former Red Cross) Building or in the Parks Meeting Rooms located in the Parks Administration Building.
5. If a paying event is scheduled on a date previously assigned to a nonpaying County Event, the non-paying County Event may be canceled up to 45 days prior. 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.

D. Rules pertaining to CSU and 4H Events

1. CSU Extension, 4H and CSU Extension sponsored events will be treated as County Government events and be subject to all rules set forth in section C “Rules Pertaining to County Government Events”.
2. For the pre-determined 4-H events taking place on Friday-Sunday an annual flat rate of \$4,000.00 will be assessed to CSU Extension. This rate will increase to \$4,500.00 in 2017 and \$5,000.00 in 2018.

Policies and Procedures

Reservations:

All facilities are reserved on a first come, first served basis except for events having an historical date¹. Dates for tenants with historical events will be given the first right of 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 Rotella Park picnic pavilions.

With the exception of County Sponsored events, tenants will be required to pay a security deposit and create a rental agreement prior to receiving a reservation for use of any of the Adams County Regional Park Facilities and Rotella Park. Reservations may be booked and confirmed for no more than eighteen months in advance. All reservations are subject to rate changes and/or policies and procedures changes as approved by the Board of County Commissioners.

Back-to-back events are permitted by approval of Parks Department management.

Adams County reserves the right to refuse event bookings when in their sole opinion the event may cause undue or unusual security risks 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 items must be submitted to the Parks Department office prior to the Tenant’s event. Should Tenant fail to return the required documents or pay the required fees, as stated herein, the Adams County Parks Department has the right to cancel the Rental Agreement and event without further notice.

¹ 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 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.

1. Rental Agreement as issued by the Adams County Parks Department including fees outlined in agreement.
2. Accord Certificate of Insurance (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)

Facility Admission Surcharge: (Excluding the Arena Grandstands

Facility)All tenants who charge a gate admission fee to the general public to their event in the Waymire Building, the Exhibit Hall, the Al Lesser, the Indoor Arena and livestock barns shall pay the Facility Admission Surcharge (FAS) of \$.50 per person to Adams County. These events include, but are not limited to craft shows, dances and trade shows. 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.

Arena Grandstands & Amphitheater Facility Admission Surcharge will be \$1.25.

Damage Deposits:

The following security deposits are required for events at the Adams County Regional Park Complex.

Private Party (Examples include wedding, quinceañeras, anniversary, birthday party, etc...)	0-300 people	\$400.00
	301-600 people	\$650.00
	601-1000 people	\$800.00
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 department 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, clean up and/or optional equipment used. Tenant is responsible

for obtaining estimates for additional charges for set-up, clean 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 (during event time) 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 shall be coordinated with event coordinator. All weekend events must be concluded by 11:00 p.m. 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 loss of security deposit. 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 not be required to pay the security deposit. 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.

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 45 days in advance, 50% of the security deposit will be refunded and Tenant will receive no refund of rental fees paid in advance.

Picnics canceled less than 48 hours in advance will be subject to loss of rental fees.

Alcohol:

Guests who wish to consume alcoholic beverages at the Adams County Regional Park events must have proper ID showing proof of age 21 or older. Any person observed drinking alcoholic beverages without proper ID will have his/her drink confiscated and be subject to age verification and possible ejection or citation.

Intoxicated guests shall be denied entrance to the Regional Park events and/or detained for further evaluation. Please drink responsibly.

When renting any of the designated licensed areas (see exhibit B) at the Adams County Regional Park tenants and their guests are prohibited from bringing any of their own alcohol to the Adams County Regional Park. Tenant and their guests must purchase all alcoholic beverages from the Adams County Regional Park Event Services.

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 security deposit.
3. Inability to reserve the Adams County Regional Park for future events.

Pricing for liquor (see exhibit C) varies. All tenants serving alcohol at their events are subjected to pay \$15.00 per hour per bartender. Alcohol services must be determined and all applicable deposits paid no later than 30 days prior to the event.

Security Officers:

All events requiring security at the Adams County Regional Park Complex will be required to use the current contracted security services. Rates are available through the Adams County Regional Park Office and these fees are subject to change.

The number of guards will be **estimated** at the time of signing the agreement; however the Adams County Parks and Open Space Department will confirm final number and cost of security guards 30 days prior to the event. In addition, any final adjustments, overtime or unpaid security fees will be deducted from the security deposit.

For functions that do not serve alcohol, the total number of officers will be determined by the group history, size, type and length of the event upon signing the agreement.

Event Publicity:

A Rental Agreement must be signed between the Tenant and Adams County before the release of advertising or publicity for an event. The use of the Adams County Parks Department telephone number is strictly prohibited and may result in loss of security deposit.

Planning Meetings:

A planning meeting may be required for event and if necessary, will be scheduled 30 days prior to scheduled 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 303.637.8000 if there are any questions about facilities or policies.

Decorating:

No helium balloons will be allowed in any building. No glitter, confetti, birdseed, rice, or similar materials are allowed for any event. No duct tape, or making tape, nails, tape or self-sticking posters may be placed on walls or doors without special written permission from the Director of Parks or their designee. Any use of unauthorized decorative material may result in loss of security deposit.

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 30 days prior to event or Tenant will be responsible for their own set-up without a reduction in fees.

All event set up modifications will be made on a case by case basis. If modifications are made to an event after the event is set-up, 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 \$50.00 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 \$50.00 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 Tri County Health Department located at 30 S 20th Ave. #F, Brighton, CO 80601, website is www.tchd.org and phone number is 303.659.2335

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 statues, laws, ordinances, rules regulations, and/or other applicable to the humane care and treatment of animals. Horse tripping and steer tailing are currently prohibited at the Adams County Regional Park.

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 event. 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.

Ambulance:

On-site ambulance service is required for all Rodeos and may be required for other events based on a case by case basis.

Overnight RV Parking Use Permits:

- Adams County permits overnight RV parking at the Regional Park Complex only for contracted events. During these contracted events overnight RV parking use permits are available for purchase at the Adams County Parks Office. These permits must be displayed on the rear view mirror at all times while using the overnight parking facilities at the Regional Park Complex.
- Fees:
 - Space with no hook ups: \$10.00 per night
 - Space with water and electric hook ups: \$20.00 per night
- Parking space for additional vehicles is available for an extra fee of \$5.00.
- Payment must be received by 10:00 am or within one hour after your arrival on the Regional Park Complex grounds, whichever is later.
- Check out time is 11:00 am.
- Parking in fire lanes and using building electrical outlets is not permitted.
- Tent camping is not permitted.
- Pets must be kept on a leash while on Regional Park Complex grounds.
- Dump Stations are available for use by overnight RV parking use permit holders only. Grey and black water must be dumped at only at the designated dump station.

- No one under the age of 18 is permitted to obtain an overnight RV parking use permit.
- Restrooms and showers are available for guest use only and are located in the Exhibit Hall.
- Cancellations made at least 48 hours before a scheduled check in date are fully refundable. Cancellations made less than 48 hours prior to check in will be subject to a cancellation charge in the amount equal to the first night's facility fee.
- No marijuana, alcoholic beverages or illegal drugs are permitted on Regional Park Complex grounds.
- All RV's must be kept clean and in good repair.
- The washing of vehicles of any kind is not permitted on Regional Park Complex grounds.
- Quiet hours are daily from 10:00 pm-6:00 am and are strictly enforced.
- Adams County reserves the right to tow, at owner's sole expense, any vehicle(s) in violation of these policies, including, but not limited to the failure to timely pay applicable overnight parking use permit fees.
- Violators of the terms of this policy may be fined up to \$300.00 per day.
- Nothing in these policies is construed to create a tenancy of any kind.

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 Parks 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, security 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:

Per C.R.S. 25-14-201, no smoking shall be permitted in any building at the Adams County Regional Park or within 15 feet of any building. Any 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 tenant 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), painted surface or tree 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 subject 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 Fire Marshal of the Brighton Fire Rescue District 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 Rescue District, shall provide additional extinguishers.

3. Parking

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

4. Tents and Canopies

Tents exceeding 400 square feet and canopies (tents that are open on all sides at all times when occupied) exceeding 700 square feet shall require an Operational Permit from the Brighton Fire Rescue District. Application(s) for a permit shall include a site plan (to scale) showing the proposed location of the tent on the property and all structures, lot lines, vehicle parking areas, other tents, and internal combustion engines within 20 feet of the proposed tent location; and a floor plan to scale showing the locations of exits, fire extinguishers, and location and type of heating and lighting fixtures.

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 Fire Marshal of the Brighton Fire Rescue District.

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

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

A special permit from the Brighton Fire Rescue District 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.

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.

Adams County Regional Park reserves the right to assess a \$5.00 per stall fee for disposal.

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, C.R.S.

Insurance:

The Tenant shall furnish a certificate of insurance for comprehensive 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 security 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 Security	\$1,000,000 (each occurrence)
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Workman's Compensation Insurance: As Required by Colorado Statutes

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 tenant.
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 tenant.

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.

Incident Reporting

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 security.

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.