

Rental Agreement #[EventPro Book #]

This Rental Agreement (this "Agreement") is entered into on [Date] by the County of Adams, Colorado located at 4430 South Adams County Parkway, Brighton, Colorado 80601 (the "County") and [Tenant] (the "Tenant").

1. **Rental Premises and Use of Premise**

The County leases to the Tenant the following described property (the "Premises"). The Tenant shall have the rights to use the Premises for the following purposes only.

- Purpose(s):
- Premise(s):
- Event Start Date:
- Event End Date:

2. **Estimated Number of Attendance**

Tenant will estimate the number of attendees during the function. Rental fees are based on attendance ranges of less than 250, 250-500, and over 500 people. If the event attendance is greater than the range of the rate contracted, the Tenant will pay the additional fees to cover the appropriate rate.

3. **Tenant Fees**

- Facility Fee:
- Other Fees:

4. **Additional Tenant Fees, Expenses**

A. **Tenant Fees**

Tenant Fees shall be payable as follows:

- I. To reserve the date and required facilities, 50% of the facility fee shall be paid upon signing this Agreement. All remaining fees are due no later than thirty (30) days prior to the event start date.
- II. If the Premises are leased less than thirty (30) days before the date of the scheduled event, the total of all fees shall be paid upon signing this Agreement, with certified funds, money order or check.
- III. Any additional fees, including hourly charges for equipment, additional labor, and any damages will be billed to the Tenant within five (5) business days following the scheduled event. Payment must be made to the County within fourteen (14) days following the scheduled event.

B. **Security**

The number of security guards will be based on a ratio pre-determined by the contractor for events at which liquor is served. For non-alcoholic functions at the facility, Regional Park staff will determine the need for security and the appropriate ratio of security based on attendance numbers and the type of event. These ratios may be reassessed by Adams County after six months to assure that proper coverage is

provided. Adams County will provide the security company with a schedule and the number of security guards needed within 14 calendar days preceding the event.

C. Food and Beverage Sales

Food concessionaires may be contracted by the Tenant. Tenant must secure prior approval from the County and obtain a permit from the Tri-County Health Department for food and beverage concessionaire. The concessionaire must also obtain a permit from the Parks Administration Office. The charge for obtaining this permit is \$50.00 per day.

D. Alcoholic Beverages

When renting any of the designated licensed areas (see exhibit B) at the Riverdale Regional Park, Tenant and their guests are prohibited from bringing alcohol on premise and must purchase alcoholic beverages from Adams County Event Services. Adams County Event Services reserves the right to refuse service to anyone, as well as discontinue liquor sales at any time. Any person observed drinking alcoholic beverages without proper ID will have their 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.

E. Parking Fees

If the Tenant charges a fee for guests to park on Premise for the event, Tenant shall either pay the County a flat fee per parking lot in accordance with the Facilities Policy Manual; or, at the conclusion of the event, pay the County a fee equal to one-third of the parking fee charged by the Tenant for each vehicle parking on the premise. This option must be selected and designated at the time this Agreement is signed. Tenant must provide all parking attendants and traffic control personnel and will provide any necessary documentation of parking fees charged.

F. Facility Admission Surcharge

If the Tenant charges an admission price for guests to attend the event, Tenant shall pay to the County a Facility Admission Surcharge for every person in attendance which includes Facility Admission Surcharge, parking lots and other incidental expenses. Tenant will be responsible for providing numbered admission tickets for the event. The County may, at its option, inspect tickets at any time before, during, or after the event. It is the responsibility of the Tenant to collect the Facility Admission Surcharge. Payment of the Facility Admission Surcharge must be made to the County within ten (10) days following the event.

G. Legal Holidays

In addition to the facility rental fee, Tenant will be charged \$50.00 per hour per person for event staff to service an event scheduled on the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, and Day after Thanksgiving. Riverdale Regional Park is closed on Thanksgiving Day and Christmas Day.

#### H. Insurance Requirements

The Tenant shall furnish a certificate of insurance for comprehensive general liability at least 30 days prior to the event, and comprehensive automobile 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 from property damage and personal injury.

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

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

Bodily Injury/Property Damage – \$500,000 (each occurrence) \*when applicable

The Tenant's comprehensive general liability and/or comprehensive automobile liability 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 canceled 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, may be 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(s).
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.

Upon receipt of the above information, the incident will be detailed in a written report and sent to designated Parks management and Risk Management.

#### I. Holdover Fee

If any guests, including band members, remain on the Premises beyond the designated facility rental hours, Tenant may be charged a fee of \$200.00 per hour or fraction thereof the Premises remain occupied.

### 5. **County Services and Tenant Duties**

If set up instructions are not received 14 days prior to event, the event will be set up in a standard set up as determined by Parks staff. No helium balloons are allowed, and decorations shall be limited to table decorations. No tape is allowed on the ceiling or walls. Event staff and Parks personnel will not be responsible for unsupervised children under the age of 12 associated with the event. Event staff will not assist in cleanup of the facility. Failure to abide by the Facility Policies will result in additional labor and/or facility fees.

### 6. **Advertising**

The Tenant shall have no signs or any other advertising material on the Premises without prior approval of the County. Tenant is prohibited from using Adams County Parks Department or other County telephone numbers for advertising purposes. Advertising of the event on the US Hwy 85 marquee shall be based on availability as determined by the County. The County makes no commitment to advertise the Tenant's event on the marquee sign. Marquee requests can be submitted to the Special Events Coordinator.

### 7. **Public Performance of Copyrighted Works**

Tenant is solely responsible for securing any license necessary for the lawful public performance of copyrighted work, as required by federal Copyright Law, 17 U.S.C. section 101 et seq. Upon request, Tenant shall furnish the County with proof of such license.

### 8. **Indemnification**

Tenant shall save and hold harmless the County from and against 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 and invitee's or anyone for whose acts or omissions any of them may be responsible.

9. **Waiver**

The Tenant gives up all rights to any claim for compensation for any loss of damages sustained by reason of any defect, deficiency, failure, or impairment of the water supply, drainage, electrical or refrigeration system provided by the County. The County shall not be liable for any claim if the Premises, or any part of it, are damaged by fire or other casualty, or for any other act, including strikes, utility failure or act of God, which prevents the holding of the scheduled event.

10. **Reservation and Control of Premises**

The County reserves the right to control the Premises, to enforce all its rules and regulations regarding the Premises, and to inspect the Premises during the scheduled event, without interfering with the Tenant, its employees, guests, patrons and invites. The County shall have the right, but not the duty, to eject any person from the Premises for violation of any law, rule or regulations without liability.

11. **Cancellation by Tenant**

This Agreement may be canceled by the Tenant at any time prior to the date of the scheduled event by giving written notice as specified herein to the County. If cancellation is at least sixty (60) days prior to the event, all rental fees paid in advance will be refunded. If cancellation is fifty-nine to thirty (59-30) days prior to the event, one-half of rental fees paid in advance will be refunded. If cancellation is less than thirty (30) days prior to the event, all rental fees will be retained by the County. All cancellations are deemed effective upon receipt by the County.

12. **Termination by County**

For Cause: If, through any cause, the County becomes unable to perform services under this Agreement, or the Tenant fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Tenant violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Tenant of such termination and specifying the effective date thereof. If the Agreement is terminated by the County, the Tenant's recovery shall be limited to a refund of monies paid under this Agreement.

13. **Administration**

Administration of this Agreement by the County shall be through the Director of Parks or their designated agent.

14. **Assignment**

This Agreement shall not be assigned by the Tenant without the written approval

of the County.

15. **Notice**

For purpose of this Agreement, any and all notices shall be addressed to contacts listed.

County:

Adams County Parks Reservations  
9755 Henderson Rd.  
Brighton, CO 80601

Tenant:

16. **Force Majeure**

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, flood earthquakes, or other acts of God.

17. **Authorization**

Each party represents and warrants that it has the power and ability to enter into this Agreement and to perform the duties and obligations herein described.

18. **Jurisdiction and Venue**

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the District Court of Adams County, Colorado.

19. **Waiver**

Waiver of strict performance or the breach of any provisions of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

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By (Tenant)

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By (Special Events Manager)