

## 2017 Garfield County Fairgrounds Usage Agreement

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Garfield County Board of Commissioners (hereinafter referred to as "County"), and \_\_\_\_\_ (please print) (hereinafter referred to as "User").

### WITNESSETH:

WHEREAS, Garfield County is a legal and political subdivision of the State of Colorado and, pursuant to the Statutes of the State of Colorado, permitted to conduct certain activities at the Garfield County Fairgrounds; and

WHEREAS, User is desirous of making use of the Garfield County Fairgrounds and facilities; and WHEREAS, the parties are desirous that their understanding be in writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Garfield County Fairgrounds will provide camping space to the User, subject to the terms of this agreement from 8:00 a.m. on Saturday the 29<sup>th</sup> day of July, 2017, to 12:00 p.m. on the 6th day of August, 2017.
2. The County shall charge the User the amount of **\$40.00 (\$5.00 per day) per camper space** for entire timeframe as designated in #1 above. The User will be provided one camping space **no larger than 12' x 35'**. Please note size of registered RV: \_\_\_\_\_ feet X \_\_\_\_\_ feet

**Electricity** shall be provided by the County at 14 spaces which will be assigned on a first come, first served basis.

**Electricity** for the remaining 14 spaces must be provided by User personal generators.

If the applicant requires electricity from the fairgrounds for ADA reasons, please note below:

CIRCLE ONE:      personal generator      OR      site outlet      (ADA reasons only, one 110 volt outlet)

3. **Reservations and Payment.** Reservations and payment must be received as follows, without exception:

- a. **Payment to: Garfield County Treasurer**

- b. Completed Agreement and Full Payment may **ONLY** be received by U.S. Mail to the following address:

Attn: Carla Farrand  
Garfield County CSU Extension Office  
1001 Railroad Avenue  
Rifle, CO 81650

- a. No drop off or in-person delivery will be accepted.
  - b. Livestock Superintendents and Fair Board Members will be given first priority. The Completed Agreement and Full Payment must be received by 5:00 p.m. by June 2, 2017.
  - c. All other applicants: the Completed Agreement and Full Payment must be received by 5:00 p.m. by June 16, 2017.
  - d. A Completed Agreement and Full Payment is:
    - This Agreement, completed in full
    - Payment in Full
    - Proof of current vehicle insurance
    - Proof of current registration to Garfield County
  - e. Spaces will be assigned in the order in which Completed Agreements and Full Payment are received.
1. User shall arrive for RV parking and placement on **Saturday, July 29<sup>th</sup> not before 8:00 a.m. and not after 5:00 p.m.** All RVs must be in place by 5pm on Saturday, July 29, 2017, no exceptions. Once the RV is in place, **only one vehicle with a camper parking pass will be allowed to park next to the RV** until Sunday, August 6<sup>th</sup> at 8:00 a.m. The parking pass will be issued by the fairgrounds office. Any vehicles without a camper pass in the RV area will be towed.
  2. The User shall be responsible for any damage to property, ordinary wear and tear excepted.
  3. The User agrees that it waives the right to make any claim against the County for any damages arising out of or connected with its use of the property that is the subject of this agreement. Additionally, the User agrees that its employees or individuals acting under its supervision and control likewise will not assert such claim.
  4. The User is responsible for knowing and abiding by the current operating standards for the fairgrounds. If any of the standards (including but not limited to those listed below) are violated at anytime during occupancy, the User may be required to immediately vacate the premises and will not be eligible for a refund of any amount. User may also lose future camping and fairgrounds use privileges.
    - The User understands and agrees that alcohol consumption is subject to state law **and** is limited to purchase and consumption **ONLY** in the County Fair designated licensed area with security present. No alcohol is allowed in the designated camping spaces pursuant to this agreement.
    - The User understands that quiet hours within the camping area are between the hours of 10:00 p.m. and 6:00 a.m. during the entire duration of occupancy.

- **The User understands that generators will only be allowed to operate 6:00 a.m. – 5:00 p.m. for consideration of RV neighbors, fair entertainers and fair patrons.**
- The User understands and agrees there will be no minors left unattended overnight in each registered RV or camper. All Users with minors in their party must have a designated adult chaperone residing in the unit. Provide **chaperone name and age below (must be 21 or older and will be considered a guardian and is responsible for all inhabitants of the camping space.)**

Name: \_\_\_\_\_ Age \_\_\_\_\_

1. The User agrees to hold harmless, indemnify and defend the County, as to any claim asserted against the County by individuals claiming damage as a result of the User’s activities on County property. Both the insurance to be provided pursuant to this paragraph, as well as the hold harmless, indemnification and defense provision, shall protect the County against any claims, demands, liabilities, damages, attorney’s fees and expenses of any kind or nature whatsoever, which the County may sustain or incur for any reason arising out of or with respect to the utilization of the Fairgrounds by this User.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

GARFIELD COUNTY

\_\_\_\_\_  
Doreen Herriott, Fair & Events Coordinator

USER

BY: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Emergency Telephone:

\_\_\_\_\_

Vehicle License plate number: \_\_\_\_\_