

# Pathfinder Regional Park Fremont County

## Facility Usage Policies and Agreement (Revised August 2021)

Fremont County, Colorado (the “County”) owns and operates the eastern portion of Pathfinder Regional Park for the benefit of the residents of Fremont County and the public. This portion of the Park consists of an Outdoor Arena for organizations or private parties, a Festival Site which includes all areas outside of the Outdoor Arena, and a Community Center with an auditorium, meeting room space and a commercial kitchen. Future plans still consist of an additional covered Arena for multi-purpose use to the east of the Community Center.

The County wants (a) to maximize use of the facilities, (b) minimize conflicts between regular and special event individuals or groups (the “Tenant”), (c) assure the value of Fremont County’s facilities is preserved and enhanced, and (d) require all uses of County facilities be safe and legal. The overall intent of these policies is to ensure all of the above is met and the facilities are self-sustainable which may require adjustments to fee schedules as needed and adopted by the Board of County Commissioners, all while keeping in mind our local values.

The following policies and procedures were developed to meet those goals. No Tenant may use these County facilities without following these policies and procedures.

### 1. SCHEDULING

#### **1.1 Scheduling**

The Fremont County CSU Extension Office is assigned to accept applications for use, to schedule regular, periodic uses (a “use”) and special events (an “event”) at Pathfinder Regional Park facilities. Scheduling is on a first come, first serve basis. A completed “Application Form for Pathfinder Regional Park Facility” must be turned in (with applicable deposit and fees) at the CSU Extension Office located at the Community Center (upon completion, projected November 2021), in the interim at the Administration Office at 615 Macon Ave., Room LL10, Cañon City, CO before an event/use can be scheduled. Decisions regarding use of the facilities will be in accordance with safe and appropriate usage and at the discretion of the employees charged with scheduling. Disputes over scheduling shall be referred to the Fremont County Board of County Commissioners (BOCC).

#### **1.2 Keys or combinations**

Tenants may get the keys or combinations to appropriate locks the day before the scheduled event, or the Thursday before a weekend event. ALL keys must be returned no later than 48 hours of the conclusion (or the first business day the County Offices are open) of the event, unless other arrangements are made. The Tenant will sign and acknowledge the key control form with the understanding if the keys are not returned they will be charged \$20.00 per day. Tenant who used the facilities will be responsible for any expense of replacing keys and/or re-keying locks and deadbolts if keys are not returned, or they are lost.

#### **1.3 Open to the Public**

The Arena will be open to the public on a schedule set by the County. The schedule will be posted on the County website ([www.fremontco.com](http://www.fremontco.com)) under Parks, but is subject to change in the event a group or organization reserves the arena. Individuals will use the arena at their own risk per Colorado Revised Statute 13-21-119.

### 2. FACILITY FEES & INSURANCE

#### **2.1 Facility Fees**

2.1.1	<u>Arena</u>	<u>Deposit</u>	<u>Facility Fee</u>
	Arena (Groups/Events)	50% of fee	\$150.00 per day
	-Non Profit Groups	50% of fee	\$100.00 per day
	Individuals		
	(18 and older - must sign release form)		\$150.00 per day (8 hours)
	(Under 18 - Parents must sign release form)		\$100.00 per day (6 hours)
			\$ 50.00 per day (<6 hours)
	Arena Lights (anyone using lights)		\$ 30.00 per use
	Stalls		\$10.00 per stall, per day
	Cleaning/Damage Deposit	Paid in Full	\$300.00

2.1.2 Working the arena surface is not included in the above facility fee. Note: Only Fremont County tractors and/or equipment or tractors/equipment approved by Fremont County are allowed to perform work in the arena.

Work arena surface, one-time	\$50.00
Work warm-up arena, one-time	\$50.00
Add water when working arena	\$50.00

2.1.3 Festival Site – Any events held outside the Arena will be considered a Festival Site.

	<u>Deposit</u>	<u>Facility Fee</u>
Group	50% of fee	\$150.00 per day
Non-profit	50% of fee	\$100.00 per day
Cleaning/Damage Deposit	Paid in Full	\$100.00

The Festival Site fee includes use of restroom building and up to five (5) dry camp sites. Additional sites are available at the regular \$10.00/day fee (a day to mean one day and night). Event organizers/staff will be responsible for monitoring camping and collecting appropriate fees to be turned in after the event.

2.1.4 Community Center

	<u>Deposit</u>	<u>Facility Fee</u>
Auditorium/Exhibition Hall (capacity 500)	50% of fee	\$300.00 per day
- Non Profit Groups/Government entities	50% of fee	\$250.00 per day
Commercial Kitchen	50% of fee	\$150.00 per day
Meeting Room (capacity 25 people)	50% of fee	\$100.00 per day (8 hours)
		\$20.00 per hour (<8 hours)
Cleaning/Damage Deposit	Paid in Full	\$300.00
- Non Profit Groups/Government entities	Paid in Full	\$150.00

Rental of the auditorium includes use of available tables, chairs, stage, IT equipment, kitchen utensils and restrooms. The Tenant is responsible for set up and clean up.

2.1.5 Additional Rental Fees

Dry Camping (RV, Trailer, etc.)	\$10.00 per camper/night (3 night maximum)
Tent Camping	\$10.00 per tent/night (3 night maximum)
Arena Public Address System	\$50.00 per use if facility not rented
Temporary Stall use	\$10.00 per stall/day (3 night maximum)
Labor Cost per County Employee	\$40.00 per hour

Note: County employees may be requested at the above fee. The current Parks employee for non-duty hours to provide arena and festival site duties and IT/Auditorium Support for non-duty hours to provide support services during an event.

2.1.6 The BOCC will determine fees and usage not covered by the above schedule. Required deposit and cleaning/damage deposit are due at the time of application and prior to any event/rental approval. The

cleaning/damage deposit will be applied to remaining balance of rental fee or refunded as applicable upon final inspection following the event/rental.

Deposit will be processed after County or its designated representative inspects the facility (within 3 business days providing the park and arena are left in the same state and condition as they were prior to the event).

## **2.2 Fremont County 4-H**

The Fremont County 4-H program is a non-profit youth development organization sponsored and partly funded by the Fremont County Board of County Commissioners, and therefore a county entity, so there will be no fees or deposits required. They will follow the same application process as any other entity wishing to schedule use of the facilities.

## **2.3 Certificate of Liability Insurance**

Tenants shall provide a certificate of liability insurance naming Fremont County as an additional insured prior to the event and as outlined on the "Application Form".

Group/ Commercial use – Copy of Tenant's current business liability insurance policy for which limits are at least \$1,000,000.00 and such insurance policy will cover the planned event/use.

Individual use – Not required to provide copy of insurance (release/waiver required).

## **2.4 Other**

Tenants agree to pay promptly all taxes, excise or license fees of whatever nature applicable to the proposed use and to take out all permits and licenses, including local, state and federal, required for the scheduled usage.

## **3. GENERAL**

### **3.1 Cancellation**

3.1.1 Fremont County will be notified as soon as possible if any event is cancelled.

3.1.2 Tenants who have arranged for use of the facilities but cancel for any reason, and do not cancel at least seven (7) days prior to the event will lose the facility fees. Failure to cancel prevents others from using the facilities.

### **3.2 Losses and/or damage**

3.2.1 Fremont County will not be responsible for losses due to theft, fire, vandalism, or accidents during activities held on the premises or otherwise.

3.2.2 Tenants shall not do any act, directly or indirectly, during setup, before, during the use/event or during cleanup after the event that will in any way mark, deface, alter or injure any part of the facilities. Tenants are responsible for damage to the facilities during their tenancy.

3.2.3 Tenants agree to pay for any damage exceeding the cleaning and damage deposit.

### **3.3 Cleanup**

3.3.1 Tenants are responsible for cleanup of the facility. Facilities shall be returned in the same state and condition as when usage began. Tenants are responsible for placing trash in the trash receptacles and dumpsters. A dumpster is provided at the north end of the parking lot near the Arena and outside of the

Community Center. Please put trash in plastic bags (provided by tenants) and place in the dumpsters. If dumpster is full, tenants are responsible for properly disposing of all trash; DO NOT put trash on the ground around the dumpster. Pathfinder Regional Park is known for its bear population.

- 3.3.2 All manure must be picked up from arena, parking lot and areas around the arena and deposited in the concrete holding area at the north end of the parking lot by the Arena, near the dumpster.
- 3.3.3 Scheduled events will have until noon of the following day of the event for cleanup unless otherwise specified. Individuals using the arena on “open ride” days are responsible for cleaning up after their animals, if this is consistently taken advantage of, it may result in the arena not being made available free of charge.

### **3.4 Safety & Security**

- 3.4.1 Tenants shall use and occupy the facilities in a safe and careful manner and shall comply with all applicable local, state and federal laws, rules and regulations as may be in force and effect during the scheduled event including any health laws and regulations.
- 3.4.2 Tenants are responsible for determining and meeting security and safety requirements (e.g. security, crowd control, EMS personnel, ambulance presence, etc.). Tenants are also responsible for initiating, maintaining and supervising all safety and security precautions and programs in connection with their use of the facilities. All Tenants of County facilities must fully comply with all requirements of the Occupational Safety and Health Act (OSHA), and any other pertinent rules or regulations. Tenants shall take all reasonable safety precautions and shall provide all reasonable protection to prevent personal injury and property damage or loss to:
  - a. The public attending the event/use and all persons participating in the event/use;
  - b. Tenants’ employees, agents and other persons who may be involved in the event/use;
  - c. County’s employees, agents and other persons who may be involved in the event/use, or otherwise; and
  - d. County’s facilities, materials and equipment present or used during the event/use.

### **3.5 Parking**

- 3.5.1 Parking shall be in designated parking area only. This includes Tenants, participants and the general public.
- 3.5.2 For public events, the Tenants shall be responsible for parking control and for insuring fire lanes and access lanes are kept clear of obstruction.

### **3.6 County management of the facilities**

- 3.6.1 The County reserves the right to control and manage the usage of the facilities and to enforce all necessary and proper rules, and for its authorized representatives and employees to enforce rules and regulations, maintenance, inspection and repair of the facilities.
- 3.6.2 The County reserves the right, but not the duty, through its duly appointed representatives, to eject any person or persons from the premises for violation of applicable rules, law or ordinance.
- 3.6.3 If in the judgment of the County, the persons attending a scheduled event are in violation of the terms of the contract and Lease or Facilities Usage Policies and Agreement so as to be a threat to the health, welfare, safety, well-being, order and decency of the park patrons, or the community, the County may terminate the event and require all persons to leave the premises.

**3.7 Alcohol/Weapons/Fireworks/Camping/Open Fires**

- 3.7.1 The consumption, sale or possession of fermented malt beverages or alcoholic beverages (malt, vinous, or spirituous liquors) is prohibited, except by valid liquor license authorizing the same. In the event a User is permitted to serve any such beverage, User is responsible for obtaining all necessary licenses and permits and fully complying with all applicable liquor laws, rules and regulations. Glass containers and bottles are prohibited. The possession, use, or sale of illegal drugs, narcotic drugs, or dangerous drugs as defined by statute, is prohibited to the same extent prohibited by Title 12, Article 22, C.R.S., as the same may be amended from time to time. The use or sale of marijuana is prohibited.
- 3.7.2 Tenants shall not permit any weapons, fireworks, camping, open fires, paint ball, BB, pellet, air, or blow guns at the facilities without the written permission of the County.

**3.8 General Tenant Requirements**

- 3.8.1 Tenants shall permit the County and any other governmental agency authorized by law, or their authorized designee, to monitor all activities conducted by Tenants at the facilities.
- 3.8.2 The relationship created between the County and Tenants are only a site rental/utilization agreement and does not constitute the creation of a partnership, joint-venture or any relationship other than Landlord and Tenant. No Tenant nor its agents nor employees shall be or be deemed to be employees or agents of the County. Neither Tenant nor its agents nor employees has any authority, express or implied, to bind County to any agreement, liability or understanding whatsoever.
- 3.8.3 Without the County's written permission, Tenants may not assign, delegate or subcontract any portion of the tenancy of the facilities.

  
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Chairman, BOCC                      8-24-20  
Date

  
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Member, BOCC                      8/24/21  
Date

  
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Member, BOCC                      8/24/21  
Date