Adams County Parks, Open Space & Cultural Arts Application for Regional Park or Rotella Park Pavilion 9755 Henderson Road Brighton, CO 80601 • 1824 Coronado Parkway South Thornton, CO 80229 (303) 637-8007

<u>Park</u> :
\$100.00
\$200.00
\$300.00

Rotella Park: Pavilions #1-7 \$100.00

Adams Hollow Disc Golf Course: Course rental \$150.00

Upon approval of this permit, the following conditions, rules and regulations shall become terms for this permit and applicant must comply with the following:

- 1. Alcoholic beverages shall be limited to kegs or cans only no glass permitted.
- 2. Motorized vehicles are prohibited on park grass. Vehicles will not be allowed to drive on grass/natural areas for purposes of unloading and loading picnic supplies. No exceptions.
- 3. Commercial vendors are prohibited in the park without permit.
- 4. Tents, booths, stands, awnings, canopies, etc., are prohibited unless prior consent has been granted from the Director of Parks and Open Space.
- 5. Live bands, amplified sound, or public address systems are prohibited.
- 6. San-O-Lets required for groups/events shall be the responsibility of the Group/Organization. San-O-Lets must be removed within 24 hours following the event.
- 7. Information regarding event requirements involving use of special equipment or machines must be submitted prior to the event. Approval must be obtained prior to set up of such equipment.
- 8. Applicant shall be responsible for placing all trash in the proper containers during and immediately following the event. Failure to place all trash in proper containers will result in Parks personnel providing labor and/or equipment required. Applicant will be billed at an hourly rate for labor at a rate of \$25.00 per hour and equipment at a rate of \$35.00 per hour. Applicant must pay balance due within ten (10) days after receipt of billing.
- 9. The Applicant/Organization, it's employees, guests, patrons, or invitees, shall use and occupy said premises in a safe, careful and lawful manner and shall not do any act or allow any act to be done during the term of this permit which will in any way alter, mar, deface or injure any part of said premises. The amount of any damage or destruction to the facility or the equipment provided which occurs during the scheduled event will be billed to the client.
- 10. The Applicant/Organization shall indemnify and hold Adams County harmless from all claims, loss, or damage 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 Applicant/Organization, it's employees, guests, patrons, or invitees, or anyone for whose acts or omissions any of them may be liable.
- 11. Park Rules and Regulations are applicable. These are posted at each park or trail. Link to Adams County General Grounds Policies: http://www.adcogov.org/general-grounds-policies
- 12. The Applicant/Organization shall not assign this permit without written approval of the County.

- 13. All dog shows renting picnic grounds for the purpose of hosting a dog trial shall be located at Pavilion A, within the designated area determined by the Parks Department. A map showing this area can be provided to applicant.
- 14. All picnics/events canceled less than 48 hours prior to scheduled time are subject to a cancellation fee totaling 1/2 of the total fees paid. The final determination of this fee will be made by the Parks Department.
- 15. Insurance Requirements: The Tenant will be required to procure and maintain, at its own expense, insurance for the event of the following types and amounts, per checked item:
 - Comprehensive General Liability Insurance \$1,000,000 per occurrence
 - Comprehensive Automobile Insurance \$500,000 combined single limit
 - Event Insurance Not Required

A copy of the insurance policy must be provided to the County no later than two weeks prior to the scheduled event. All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. 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 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. The Tenant's comprehensive general liability and comprehensive automobile liability 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 effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

 The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any
Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.