

## BOND PARK POLICIES & PROCEDURES

### 1. PURPOSE

To standardize and regulate the use of Bond Park for Activities and Events, for the protection of the public and Town employees.

### 2. DEFINITIONS

- Estes Park Events Complex will be referred to as “EPEC.”
- Personnel working for EPEC will be referred to as EPEC Staff.
- The Town of Estes Park will be referred to as “Town.”
- The Entity applying to host an event or activity at Bond Park will be referred to as “Event Organizer.”

### 3. APPLICATION

#### A. Application process

##### a. Fill out application

- Prior to completing the online application, the Event Organizer will need to have event details confirmed to include a layout of the event and/or a course map if it is a race or parade, a complete listing of food vendors, any banner needs, schedule of events, and any special requests.
- Application is found at <https://dms.estes.org/Forms/EventPermitApplication>. For new events, the Event Organizer will complete the online application 120 days prior to the event. All existing events will need to complete the online application 60 days prior to the event. Event policies and applications can be found online at <https://www.estesparkeventscomplex.com/permits.html>.

##### b. Approval

- The application will be routed to specific Town departments and outside agencies for their approval. Note is taken of special requests by the appropriate department. Such departments include, but are not limited to: Community Development, Department of Health, Fire Department, Police Department, Public Works, and Town Clerk.
- If all agencies have reported and approved the event, EPEC Staff will make the final approval.
- The Event Organizer will be notified through the automated system of their final status.

- EPEC Staff will contact the Event Organizer to schedule a walk through and review the proposed agreement.
- Applications may be submitted at any time, but will not be reviewed for acceptance more than 180 days before the event date on the application.

**B. Fees**

**a. Use fee**

- The following fee structure applies to all events in Bond Park based on a per-day rental:
  - \$1000 – Regular weekend & Holidays
  - \$500 – Weekend Non-profit (includes Holidays)
  - \$400 – Regular weekday
  - \$200 – Weekday Non-profit
- Multiple bookings for the same event within the same calendar year will be reviewed by EPEC Staff to determine fees.

**b. Other fees**

- Damages to Bond Park incurred by the Town shall be the responsibility of the Applicant.
- Events that will need access to water will be charged a one-time fee of \$20.
- Town Rentals and Services per event:
  - Tables \$3.00 each
  - Folding chairs \$1.00 each
  - Bleachers \$50.00 (seats 25)
  - Stage \$300.00
  - Fencing \$5.00 per panel
- Above payments and fees are for Event Coordination from EPEC Staff to include:
  - On-call service during the event in case of last-minute questions or facility issues.

**c. Payment Policy**

- Upon approval of first-time events, 50% of the park rental fee will be charged to the applicant. This payment must be made no later than 30 days prior to the event.
- EPEC Staff will invoice the Event Organizer no later than one (1) week following the event.
- It is the responsibility of the Event Organizer to remit payment no more than 30 days from the invoice date.
- An account left unpaid after 30 days shall be assessed a finance charge of 1.5% per month (annual percentage rate of 18%).

## **4. GENERAL USE**

### **A. Hours**

#### **a. For events**

- Bond Park is available to rent 7 a.m. to 10 p.m., including set-up and tear-down time. Events requesting to operate outside of these times will be reviewed by EPEC Staff.

#### **b. Noise**

- EPEC requests that amplified sound only be from 12 p.m. to 9 p.m. on Friday and Saturday, and from 12 p.m. to 8 p.m. on Sunday-Thursday. Sound levels should be respectful to the surrounding homes and businesses.
- Events requesting to amplify sound outside of the times listed above will be reviewed by the EPEC Staff and considered on a case-by-case basis.

#### **c. Set-up and take-down**

- Events taking place on Saturday-Monday will have a set up date of Friday. All event property must be removed from the park at the conclusion of the event, including outside rental items. Items rented from the Town will be removed by 8am the morning following the last day of the event. Vendors are only permitted to sell on public event dates not set up dates.
- All event set-up requests must be received a minimum of 72 hours in advance of the event. Requests received after that time will not be granted.

#### **d. Waste disposal**

- It is the responsibility of the event organizer to plan for and provide portable toilet rentals from a private supplier, pending event details.
- For all events serving food and/or beverages, it is the responsibility of the event organizer to plan for and provide portable dumpster rentals from a private supplier, capable of meeting the waste disposal needs of the event.

### **B. Physical restrictions**

#### **a. Park area**

- All shows using Bond Park that sell vendor spaces will be limited to a total of 100 spaces, 10'x10' each.
- All events/activities shall be confined to the boundaries of the Park, and shall not block or impede the sidewalk or traveled area. This includes access to fire lanes and handicapped-accessible areas.
- There are no stakes allowed in Bond Park.
- Only temporary materials are permitted when marking off the event layout on the sidewalk or surrounding areas. No markings to be made on the grass.
- All onsite signage, including banners, must follow the Town of Estes Park's sign code. Please contact Community Development to obtain this document.

- Pets must be leashed at all times. Please clean up after your pets.
- Power cords must be covered to prevent trip hazards.

### **C. Food and Beverages**

#### **a. Sales**

- Any outside food and beverages being sold must be approved through the Larimer County Health Department.
  - Store-bought, pre-packaged food and non-alcoholic beverages may be sold by the Event Organizer without approval.
  - No alcoholic beverages may be sold at an event without prior approval and licensing. (Please see the “Legal” section below)

### **D. Security**

#### **a. Events more than one day**

- Events lasting more than one day will require overnight security, at the expense of the Event Organizer.
- Due to the presence of wildlife, no food may be left in the park overnight.

#### **b. Other events**

- Security may be required at any event, depending on size and type of the event. This will be determined through the online application process after completing the PD Security Matrix.

#### **c. All events**

- The hiring of auxiliary police to assist with traffic during load-in/load-out may be required, depending upon the size and schedule of the event.

### **E. Parking and traffic**

#### **a. Set-up and tear-down**

- During setup and tear down, vehicles cannot block or impede surrounding traffic. It is the responsibility of the Event Organizer to provide adequate space for loading and unloading.

#### **b. RV's**

- RV's and trailers are not permitted to park downtown during an event or overnight in the adjacent Municipal Parking Lot. All RV's and trailers must park at the Events Complex. Please contact EPEC Staff for reservation instructions.

### **F. Trash/litter**

#### **a. Event responsibility**

- Trash assistance is required for all events including, but not limited to, art shows, festivals, and concerts.

#### **b. Town responsibility**

- EPEC is responsible for providing an adequate number of trash and recycle receptacles onsite during the event.

## **G. Special Circumstances**

No organized events, including but not limited to; festivals, concerts, fairs or sales of any kind, are permitted in Bond Park without permission of the EPEC Staff and Town of Estes Park. Please contact the EPEC Staff with events or issues not covered in this document.

## **5. EVENT ORGANIZER**

### **A. Responsibilities**

#### **a. Prior to event**

- Event Organizer shall schedule an appointment for a walk-through of the facility or property with the Event Coordinator at least 30 days prior to the event.
- Event Organizer is responsible for pulling all required permits for the event as well as presenting all completed documents to Events Department personnel no later than 30 days prior to the event; tent permits, liquor licenses, security, event insurance (see Insurance Requirements below).
- Event Organizer is responsible for providing the Events Department with any special needs, including but not limited to; cones, signs, barricades, and/or barrels.

#### **b. During/after event**

- The Event Organizer must be onsite during set up, tear down and all event times open to the public.
- **Event Organizer will distribute all sales tax information to the vendors and monitor that vendors show proof of payment on the forms provided. Failure to collect and remit sales tax will prevent the vendor from selling at any future shows in the Estes Park area.**
- Event Organizer is responsible for damages to the facilities that occur during the event and periods of set-up and take-down (see Fees).
- Event Organizer must provide proof of insurance as outlined in "Insurance" below.

## 6. INSURANCE

- A. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- B. The Contractor shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services under this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- a. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for each employee engaged in the performance under this Agreement, and Employers' Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) disease – policy limit, and Five Hundred Thousand Dollars (\$500,000) disease – each employee.
  - b. Commercial General Liability Insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including complete operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.
  - c. Commercial Automobile Liability insurance with a minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence with respect to each of the Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. The policy shall include coverage for uninsured/underinsured motorists.

- C. The policies required above, except for the Workers' Compensation insurance and Employers' Liability insurance, shall include or be endorsed to include the Town, its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. The additional insured coverage for the insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- D. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- E. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by the Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to the Contractor from the Town.

## **7. LEGAL**

The use or distribution of marijuana in any form for any purpose is prohibited within any facility owned or operated by the Town of Estes Park.

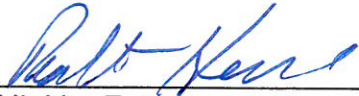
No alcoholic beverages are to be consumed at events on Town property, except at those licensed to sell alcohol, as provided in Colorado Revised Statute 12-47-901(1)(h)(l).

## **8. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers, employees, and volunteers from and against all claims, liability, and demands, on account of injury, loss, or damage, which arise out of or are connected with services under this Agreement if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor, or any officer, employee, or agent of the Contractor, or any other person for whom the Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and

to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused solely by the act, omission, or other fault of the Town.

Approved:



Rob Hinkle, Fairgrounds & Events Director

3/7/2024

Date