

PERFORMANCE PARK POLICIES & PROCEDURES

1. PURPOSE

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

2. MISSION

Performance Park is intended for community musical and theatrical events. This venue is intended to increase tourism to Estes Park & is not for private events. Other events will be considered on a case-by-case basis, by the Events Department, with musical and theatrical events taking priority.

3. 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 Performance Park will be referred to as “Event Organizer.”

4. 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. An attempt to process late requests will be made but not guaranteed. 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.
- Once all agencies have reviewed 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.
- All final approvals are at the discretion of the EPEC Staff.

B. Payments and Fees

a. Use fee

- Non-Profit Organizations will be charged \$100 per event.
- For Profit Organizations will be charged \$200 per event.
- The above fees include four hours of park usage (including set-up and tear-down) and cover the cost of an on-call EPEC Staff. Events requiring more than four hours of park usage (including set-up and tear-down) will be charged \$50/hour (for profit) / \$25 (non-profit) per hour after the first four hours.
- The EPEC on-call staff will perform duties including, but not limited to:
 - a. Troubleshooting electricity and/or lighting
 - b. Monitoring decibel levels

b. Other fees

- Damages to Performance Park shall be the responsibility of the Applicant.
 - Replacement of damaged/missing chair - \$10/chair
 - 30 chairs are included for use in event rental fee
 - Any other damage, as assessed by EPEC Staff.
- If EPEC staffing is required there will be a \$25/hour charge (event and tear-down times only; does not include set-up).
- If additional set-up and/or take-down time has been requested and granted, \$50/hour (for-profit) / \$25/hour (non-profit) will be charged on the final event invoice for the additional time. (See Hours section below)

c. Payment Policy

- 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%).

5. GENERAL USE

A. Hours

a. For events

- Performance Park is available to rent 7 a.m. to 10 p.m. Events requesting to operate outside of these times will be reviewed by the Events Department.

b. Noise

- The Events Department 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 EPEC Staff and considered on a case-by-case basis.

B. Physical restrictions

a. Park area

- 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 Performance Park.
- Only temporary materials are permitted when marking off the event layout on the sidewalk or surrounding areas. No markings are 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.

C. Sales/collecting money

a. Food and Beverages

- 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 Legal below)

b. CD's

- CD sales are permitted during an event with proof of a Colorado Sales tax number. The permit number must be provided on the event application.

c. Free-will offerings

- Free-will offerings are only permitted for non-profit groups with a 501(c)(3) status.

D. Security

a. Events for more than one day

- Events lasting more than one day will require overnight security, at the expense of the Event Organizer.

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.

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 in the parking lot during an event or overnight. All RV's and trailers must park at the Events Complex. Please contact EPEC personnel for reservation instructions.

F. Trash/litter

a. Event responsibility

- Trash assistance may be required for events that include food and/or drink vendors. Following the event, EPEC Staff will add the final trash fee, and associated costs (if any), to the final event invoice. (See Payment and Fees above.)
- If literature is distributed to the public during an activity/event, the Event Organizer is required to pick up all associated trash within a three-block radius of the activity/event.

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 Performance Park without permission of the EPEC Staff and Town of Estes Park. Please contact EPEC with events or issues not covered in this document.

6. 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 EPEC 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 EPEC Staff 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.
- The Event Organizer is responsible for set-up and teardown of the 30 chairs that are provided as part of the Performance Park facility, if they are used during the event.
- The Event Organizer is responsible for damages to the facilities that occur during the event and periods of set-up and take-down (see Payments and Fees above).
- Event Organizer must provide proof of insurance as outlined in "Insurance" below.

7. 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 canceled, 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.

8. 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.

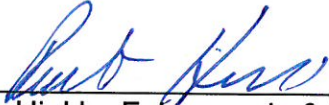
No alcoholic beverages are to be consumed at events on Town property, except at those licensed to sell alcohol, as provided in Colorado Revised Statute 12-47-901(1)(h)(I).

9. 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