

## MARQUEE POLICIES & PROCEDURES

### 1. PURPOSE

To standardize and regulate the messages posted on the Marquee Message Board, referred to as the “Marquee,” at the corner of Hwy 36 & Community Drive in Estes Park.

### 2. DEFINITIONS

- Estes Park Events Complex is the entity that handles all aspects of messages posted on the Marquee, and 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 have a message posted on the Marquee will be referred to as “Applicant.”

### 3. REGULATIONS

#### A. Application process

##### a. Application

- [Download Marquee Application](#).
- Application must be submitted at least 30 days prior to an approved Estes Valley event.

##### b. Approval

- All Marquee messages are approved at the discretion of EPEC Staff.
- All Marquee message applications are considered on a first-come, first-served basis, depending on space available.
- Town-sponsored events and events taking place on Town property will be given priority.
- Applicant will be notified of acceptance by EPEC Staff.

#### B. Fees

There is a flat fee of \$25 to request a specific message on a specific date to be posted on the Marquee.

#### C. Installation

Messages will be posted on the Marquee by EPEC Staff.

##### a. Physical installation

- Marquee messages may not be installed more than 14 days prior to the scheduled event.

- Marquee messages will be installed by EPEC Staff on the “start use” date and removed on the “end use” date.

#### **D. Marquee message features**

##### **a. Size**

- Marquee messages are limited to four (4) lines, with a maximum of nineteen (19) characters/numbers/spaces on each line, depending on characters used.

##### **b. Message**

- No message may contain commercial or campaign advertising.
- EPEC Staff may deny/edit any Marquee message, and/or may attach any conditions deemed necessary regarding the proposed Marquee message.

#### **4. INDEMNIFICATION**

The Applicant hereby indemnifies and holds EPEC and the Town of Estes Park, its employees, officers, and agents harmless from all claims, demands, and damages that EPEC and the Town of Estes Park, its employees, officers, and agents may incur as the result of the display of the Marquee message(s) set forth in the Application to display a Marquee message in the above locations. Said indemnity shall include, but not be limited to, all costs of defense, including reasonable attorney’s fees, expert witness fees, and court costs incurred by EPEC and/or the Town as a result of any such claim.

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:

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Rob Hinkle, Fairgrounds & Events Director

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Date