

**COLORADO STATE FAIR
LICENSEE AGREEMENT FOR USE OF FACILITY**

This agreement made and entered into this _____ day of _____, 2022 and between the Colorado State Fair Authority, hereinafter known as the FAIR, and

ORGANIZATION / EVENT NAME: CITY OF PUEBLO / PUEBLO TEAM UP TO CLEAN UP
CONTACT: ANDREW HAYES, DIRECTOR OF PUBLIC WORKS
ADDRESS: 211 E. D STREET
CITY: PUEBLO STATE: CO ZIP: 81003
PHONE: 719-553-2267 (office) / 719-252-4874 (cell) EMAIL: ahayes@pueblo.us

hereinafter known as the LICENSEE,
 WHEREAS, the FAIR agrees to rent the LICENSEE, where is, as is, CARNIVAL LOT (known hereinafter as the PREMISES) located on the Colorado State Fairgrounds for the purpose of **COMMUNITY CLEAN UP EVENT** (The "Event").

The Fair grants User the use and occupancy of the Premises for the following RENTAL PERIOD:

Date(s) of Event: SATURDAY, MAY 21, 2022
Time of Event: 8:00 AM TO 3:00 PM
Authorized MOVE IN period: 8:00 AM to 7:00 PM on FRIDAY, MAY 20, 2022
Move-Out Period: BY 5:00 PM MONDAY, MAY 23, 2022.

Authorized Occupancy: Licensee shall have access to the Premises on dates and times listed above only. Authorized occupancy on event day(s) only shall be 07:00 AM to 7:00 PM. The Rental Period shall not be extended for any purpose without the written permission of the Fair's General Manager. User agrees to pay for any additional period of time in excess of the Rental Period.

Now, therefore, in consideration of rental price as follows:

RENTAL FEE: WAIVED - INCLUDES RENTAL PERIOD ABOVE.
DAMAGE DEPOSIT: WAIVED
ADDITIONAL MOVE-IN/MOVE-OUT FEES: WAIVED
SET-UP/CLEAN-UP FEE: WAIVED - CUSTOMER TO PERFORM SET UP & CLEAN UP.

ADJUSTABLE CHARGES: LICENSEE is responsible for setup of tables and chairs unless noted above. Additional tables and chairs may be rented from the FAIR should building capacity allow. Additional equipment fees are \$6.00 per table and \$1.00 per chair. Setup/clean up fees of no less than \$350 per occurrence will be charged if FAIR is required to perform setup and/or cleanup.

SECURITY: Licensee is required to use State Fair Security at a rate of up to \$27.00 per guard per hour and up to \$35.50 per uniformed police officer per hour. Number of security guards and/or uniformed police will be determined by security director and FAIR Management.

FOOD & BEVERAGE: Licensee may use caterer of choice for catered meals inside the facility; however all caterers must be pre-approved by FAIR management. Alcoholic Beverages may be **served** during your event; however, the SALE of alcoholic beverages is prohibited. The SALE of food or beverage is prohibited without approval from the FAIR. All concessions (sale of food or beverage) for events must be coordinate through the FAIR and all concessionaires must enter into a separate contract with the FAIR.

This signed contract is due back to the FAIR in ten (10) days with first payment to hold building. The LICENSEE will notify FAIR fourteen (14) days in advance of event set-up.

The LICENSEE agrees to make payments and final settlement as follows: No payment due with signed contract, all rental fees waived.

An additional \$0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.

FAIR will charge and LICENSEE agrees to pay one and one-half percent (1.5%) per month interest on any unpaid balance after settlement date.

TERM OF LICENSEE

The FAIR and LICENSEE hereby agree, to wit (LICENSEE TO READ & INITIAL EACH TERM)

____1) PAYMENT: All base payments, estimated adjustable charges and refundable damage deposit payments are due fourteen days prior to

above stated event. Percentage and additional adjustable charge payments, if applicable, are due and payable immediately following said event. An additional \$0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.

____ 2) AGREEMENT TERMINATION: FAIR reserves the right to terminate this agreement at any time, with cause upon giving written notice thereof.

____ 3) DATE RESERVATIONS AND CANCELLATIONS: FAIR will not guarantee availability of buildings/facilities nor hold date for those who have not submitted a non-refundable down payment. This non-refundable down payment shall be applied to payment due for rental of buildings/facilities if the event is held. Should LICENSEE cancel scheduled event at any time, a payment of \$ N/A shall be forfeited as an office charge.

____ 4) CURFEW: ALL events are to be concluded and buildings/facilities cleared per the Authorized Rental/Occupancy period above. OUTDOOR events are subject to curfew times established at the option and discretion of FAIR prior to each individual event. Security will be required for all events concluding after 9:00PM.

____ 5) PARKING: LICENSEE understands and agrees that parking on the fairgrounds is shared with other licensees and no exclusive rights are granted. FAIR reserves the right to restrict or designate parking and/or traffic patterns on the fairgrounds for the safety of patrons. The FAIR reserves the right to charge for parking at their discretion. The FAIR shall retain all parking revenue.

____ 6) SECURITY: LICENSEE agrees to pay for adequate security officers as directed by FAIR Manager and Security Director at above stated event.

____ 7) ALCOHOLIC BEVERAGES: Any use of alcoholic beverages on the Colorado State Fairgrounds is subject to FAIR approval and notification to State of Colorado, Department of Revenue, and Liquor Enforcement. The SALE of alcoholic beverages is prohibited without a valid liquor license and Food/Beverage contract with the FAIR.

____ 8) RESTROOM FACILITIES: Restroom facilities and supplies will be made available to LICENSEE by FAIR. LICENSEE, if required, will furnish restroom attendants.

____ 9) INSTALLATIONS/DECORATIONS: LICENSEE is hereby granted permission to install at LICENSEE'S expense such items as displays, exhibits, decorations, etc, but will not be permitted to move or change any permanent fixtures attached to and a part of the building/facility, or to nail or tack any materials to the walls or ceilings of said buildings/facilities. LICENSEE further agrees to refrain from marring or defacing said building/facilities in any form whatsoever, and return premises in same condition as when received, ordinary wear and tear accepted. LICENSEE also agrees not to put tape on floors (painters tape or electrical tape may be used but must be removed after event). USE OF GLITTER, CONFETTI AND FOG MACHINES IS STRICTLY PROHIBITED; use of these items will result in forfeiture of damage deposit and/or additional fees.

____ 10) REMOVAL OF EXHIBITS: LICENSEE agrees to pay FAIR (at current storage rate) for any material or merchandise left in buildings or on the premises after Authorized Rental/Occupancy period FAIR shall not be responsible for loss or damage to any merchandise or materials left on premises after event. LICENSEE also agrees to remove all signs, banners, and any other promotional material or advertisements immediately upon completion of the event. Should the FAIR have to remove any of the above stated materials, the damage deposit will be retained as a clean-up/storage fee.

____ 11) CLEANING: LICENSEE agrees to remove LICENSEE'S exhibits, displays, decorations, and all garbage, debris, etc., no later than midnight. LICENSEE further agrees to return premises in same condition as when received, ordinary wear and tear accepted. All garbage must be removed from building and deposited in appropriate collection containers. FAIR agrees to remove all refuse and recycling from outside collection containers. Should LICENSEE fail to remove garbage, displays or decorations and fail to leave the building in an acceptably clean state, the damage deposit will be retained by the FAIR as a clean-up fee and additional charges may apply.

____ 12) ELECTRICAL POWER: Building/Facilities are rented where is, as is, with normal amount of electrical power, equipment, appliances, etc. Adnormal usage of power shall be paid by LICENSEE. No cutting into electrical lines is permitted. LICENSEE agrees to request any special electrical requirements for said event not later than two (2) weeks in advance of said event. The FAIR will be sole judge of determining the availability and/or overload of electrical services and shall exercise the right to control the same.

____ 13) LIABILITY: To the extent permitted by law, the LICENSEE hereby agrees to indemnify, save, defend and hold harmless the Colorado State Fair Authority, its officers, agents, servants and employees from any and all claims, causes of action, and suits accruing or resulting from damage, injury or loss to any person or persons or personal property, including all persons to whom the LICENSEE may be liable under any workmen's compensation laws, and the LICENSEE himself, and from any loss, damage, cause of action, claims, or suits for damage, including but not limited to loss of property, goods, wares, merchandise, or livestock, caused by, arising out of, or in any way connected with the exercise LICENSEE'S privileges herein.

____ 14) INSURANCE: LICENSEE understands and agrees LICENSEE shall assume all responsibilities for the acts and actions of LICENSEE'S guests or attendees and/or any and all damages which may be caused by LICENSEE'S guests or attendees as a result of this license for the use of fairground facilities. It is understood that FAIR, at its option, may require LICENSEE to provide proof of public liability insurance in amounts and coverage required by FAIR.

____ 15) GOVERNMENTAL IMMUNITY. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

____ 16) INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to

Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

____17) COMPLIANCE WITH LAW. Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

____18) CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

____19) BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contact or incorporated herein by reference shall be null and void.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

Licensee/Contractor: <u>City of Pueblo, a Colorado municipal corporation</u> Legal Name of Contracting Entity _____ Signature of Authorized Officer* Nicholas A. Gradisar, Mayor _____ Printed Name & Title of Authorized Officer _____ Date 84-6000615 _____ Social Security Number or FEIN	State of Colorado: Colorado State Fair 1001 Beulah Ave. Pueblo, CO 81004 719.561.8484 _____ Scott Stoller, General Manager _____ Date
--	---

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Lea Cassidy, Controller Delegate

Date: _____