



Nucla Rodeo Arena

Policies & Procedures

TOWN OF NUCLA
320 Main Street
PO Box 219
Nucla, CO 81424

nucla1@nntcwireless.com
deputyclerk@nntcwireless.com

970.864.7351
970.864.7600 fax

Table of Contents

Definitions.....3
Introduction..... 3
Fee Schedule Categories 3
 Fee Categories.....3
 Waiver or Reduction of Fees4
General Usage Policies 4
Access During Events 4
Accident Occurrences and Claims 4
Advertising..... 4
Alcohol.....4
Animals.....5
Arena Amenities5
Arena Grooming/Arena Hardpan5
Camping/RV5
Cancellation of Event..... 5
Cleaning/Damage Deposit 6
Signage/Flyers/Decorations 6
Deliveries 6
EMT/Medical Services6
Equipment 6
Event Staffing 7
Facility Alterations 7
Feeding/Manure/Trash.....7
Food Vendors/Concessionaires 7
General Compliance 7
Glass Containers.....7
Hazardous Waste..... 7
Helmet Policy.....8
Indemnification 8
Intellectual Property..... 8
Key Distribution8
Liability Limitations of Parking..... 8
Lost or Stolen Articles..... 8
Non-Exclusive Agreement9
No Smoking..... 9
Open Riding9
Parking Lots and Roadways 9
Periodic Review of Rental Policies and Procedures.....9
Photos.....9
Facility Tour/ Walk-Through..... 9
Reservations 9
Sales Tax Collection 9
Security10
Setup/Teardown of Events 10
Ticket Sales10
Use of or Loss of Town Equipment..... 10
Use Restrictions 10
Weapons, Firearms, Fireworks10
Payment Policy/Incidental Expenses 11
Insurance Requirements..... 11
Exhibit A 12
Exhibit B 13

Nucla Rodeo Arena Policies & Procedures

DEFINITIONS

Nucla Rodeo Arena/Town of Nucla Staff / Town of Nucla Government

Employees and elected and appointed officials of the government of Town of Nucla, Colorado, including but not limited to, the Board of Trustees and Town staff.

Lessee

Any individual, organization, company or entity using and/or renting by written agreement and payment of fees and/or deposit, an identified part of the Town of Nucla Rodeo Arena property.

INTRODUCTION

The Town of Nucla Rodeo Arena Policies & Procedures is an attachment to and an integral part of the Lease Agreement. These Policies & Procedures should be read and reviewed prior to signing of the Lease Agreement. All rental agreements will be entered into by and between Town of Nucla and the parties interested in using the Nucla Rodeo Arena facility. Users must be at least 21 years of age to enter into leasing or rental agreements.

The Town of Nucla reserves the right to re-evaluate and update all operational concerns, policy, scheduling, rules, regulations and improvements. All changes to fee schedules will be reviewed and submitted to the Town of Nucla Board of Trustees for final approval.

The Town of Nucla reserves the right to deny use of the Nucla Rodeo Arena to any individuals, groups or organizations. Such denial shall not be based upon race, creed, color, religious affiliation, gender, gender identity, or other unlawful discrimination. Use based on the following conditions will be denied:

1. Damage to grounds, buildings or other facilities based on previous use or perceived use.
2. Activities that in the judgment of the Board of Trustees is not conducive to the appropriate and reasonable use of the arena facilities. This includes events that have the potential to be excessively loud, greater potential for damage, or that require more than reasonable setup.
3. Use that would constitute violation of any local law or regulation with the Town of Nucla or Montrose County, any law or regulation of the State of Colorado, another state or of the United States.

FEE SCHEDULE CATEGORIES

The purpose of the fees is to generate revenue to offset the operational costs of the facilities. The Nucla Town Clerk's Office will charge user fees according to the usage and the nature of the scheduled event.

FEE CATEGORIES

Commercial – any business, group or individual producing an event for which charges may be imposed with the expectation of monetary gain or profit from the event. The business, group or individual must possess an Employee Identification Number or tax ID, and may sublet portions of the rented space to vendors and third party groups.

Private – Any non-commercial group that is not considered a non-profit organization, or individual seeking to use the facilities for a private party, activity or gathering.

Adult Non-Profit - Any group sponsoring an event on a not-for-profit basis, and does not qualify as a Youth Non-Profit. Such group must be registered with the Colorado Secretary of State as non-profit and provide proof of non-profit status and incorporation by presenting a certificate of good standing from the Secretary of State. Educational programs, church groups, charitable fundraisers fall under this category.

Youth Non-Profit – Any group sponsoring event(s) or activities on a not-for-profit basis specifically to benefit persons under the age of 18 years. Such group must be registered with the Colorado Secretary of State as non-profit and provide proof of non-profit status and incorporation by presenting a certificate of good standing from the Secretary of State. Educational programs, school festivals, church groups and other school district sponsored events and charitable fundraisers for youth fall under this category.

Government Agency – Any local, County, State, or Federal governmental agency.

[See Exhibit A for a full Fee Schedule.](#)

Nucla Rodeo Arena Policies & Procedures

WAIVER OR REDUCTION OF FEES

The Town of Nucla reserves the right to negotiate fees if: 1) the event will bring visitors from outside the Town of Nucla and the West End of Montrose County or 2) if the event has a likelihood of allowing other vendors or services to add additional revenue to the West End communities. Generally it is the policy of the Town of Nucla not to waive or reduce required fees for use of the Nucla Rodeo Arena. Any requests to waive or reduce such fees must be brought before the Nucla Town Board in writing not less than sixty (60) days prior to the scheduled event. Criteria for consideration include, but are not limited to, a valid public interest or good. Events that would be considered for a waiver of fees include Town, County or State sponsored events, events in which the Town of Nucla is a participant.

GENERAL USAGE POLICIES

The Town of Nucla retains control and management of the Nucla Rodeo Arena at all times, and shall have the right at all times to enforce rules and regulations described herein, and shall have the right to eject all persons who fail or refuse to comply with the rules and regulations.

ACCESS DURING EVENTS

Access to the Arena and its facilities is limited to those hours and facilities agreed upon. Town of Nucla staff shall have the right to access the facilities at any time during any event.

ACCIDENTS, OCCURRENCES, CLAIMS

In case of an accident or emergency, the Lessee agrees to cooperate with the Town of Nucla's staff in the formulation of an action plan and a response to media inquiries.

All accidents, occurrences, and incidents must be reported to the Nucla Clerk's Office as soon as possible, but not later than the next business day. Reports must include:

- Name, address and telephone number of the injured person or persons.
- Name, address and telephone number of any witnesses.
- A description of the accident (how, when, and where it happened).
- A description of the extent of bodily injury or property damage.

ADVERTISING

All advertising is the sole responsibility of the Lessee. Arrangements must be made in advance with the Town of Nucla to display banners or signs or advertise products or services at the Arena.

ALCOHOL

Alcohol is strictly prohibited at all Town of Nucla properties, unless the following criteria are met:

1. Alcohol consumption must be outlined in the Rental Agreement and details determined (such as location, time, security plan) during planning meetings with the Town of Nucla.
2. If alcohol is to be sold at the Nucla Rodeo Arena:
 - a. Event Holder must obtain a "Special Event Permit" liquor license through the Nucla Town Clerk's Office. Event planners should anticipate and plan sufficient lead time to complete the Special Event Permit, including posting of public notice and approval by the Local Liquor Licensing Authority (Nucla Town Board) at a public hearing. Event Holder must provide certificate of insurance, including liquor liability insurance.
 - a. Event Holder must provide security plan to Nucla Town Board for final approval a minimum of thirty (30) days prior to scheduled Event.
3. Alcohol is prohibited from being sold or served at any Event being held for a person under the age of 21.
4. If the Event Holder fails to disclose that alcohol is to be sold, served or otherwise made available, the Event Holder, participants, spectators and anyone else involved with the Event are subject to removal, citation or

Nucla Rodeo Arena Policies & Procedures

arrest at the discretion of the Montrose County Sheriff's Office and the Event Holder may be prohibited from using Nucla Rodeo Arena in the future.

5. It is the responsibility of the Lessee to assure no outside alcohol is brought onto Arena property. For each instance where outside alcohol is found the Lessee will be assessed a fine equal to one day's rent of the leased property or one thousand (\$1,000), whichever is greater.

ANIMALS

Lessees utilizing the Nucla Rodeo Arena for any activity in which animals are used or exhibited, shall comply fully with all statutes, laws, ordinances, rules and regulations applicable with the humane care and treatment of animals.

All animals must be penned, stalled, secured and otherwise confined or under the direct control of the owner or handler at all times. Persons keeping animals on the premises must use every care to assure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of animals from premises or calling the Montrose County Sheriff's office.

Animals and pets are not permitted in the Arena area with the exception of pet specific events and service dogs for ADA requirements.

WARNING:

UNDER COLORADO LAW, AN EQUINE PROFESSIONAL OR LLAMA PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO COLORADO REVISED STATUTES SECTION 13-21-120, C.R.S.

ARENA AMENITIES

Arena Dimensions: 235' X 145'
Concessions Stand
Buckling Chutes
Livestock Pens w/Water
Restrooms (coming soon!)

Bleacher Seating
Announcers/Secretary Booth
Roping Boxes
Spectator & Participant Parking
PA System (coming soon!)

ARENA GROOMING

Grooming of the arena is handled by the Town of Nucla staff only, unless special permission has been granted. Equipment that is **not** owned by the Town of Nucla shall not be used on the property without authorization from the Nucla Town Board or its staff.

ARENA HARDPAN

The arena hardpan has been groomed to special standards to accommodate diverse events. Any damage to the hardpan, whether intentional or accidental, will result in loss and damage assessment against the users of the facility. It is imperative that the hardpan be protected, and not penetrated in any way. Stakes or other items that could potentially damage the hardpan, or create a potential hazard for animals, are not allowed in the arenas.

CAMPING/RV USE

Any event camping or RV use at the Arena property shall be with Town of Nucla staff approval and in association with a scheduled event. Town of Nucla staff will designate areas for camping and parking. All persons camping or using an RV do so at their own risk.

CANCELLATION

The Town of Nucla is not responsible for any consequences, monetarily or otherwise, due to cancellation by Lessee. All cancellations of dates are effective upon notification to Nucla Clerk's Office. For a full deposit refund, all cancellations must be submitted in writing 30 (thirty) days prior to the scheduled event. The Town reserves the right to cancel any

Nucla Rodeo Arena Policies & Procedures

event due to an emergency or act of God, as determined by the Town at its sole discretion. The maximum liability of the Town to a User due to cancellation of an event by the Town, regardless of the reason for cancellation, is limited to the rental fees and damage deposit paid by the User. Users are encouraged to obtain event cancellation insurance.

CLEANING/DAMAGE DEPOSIT

A damage deposit may be required as deemed necessary by the Town of Nucla based upon the nature of the event. Payment of the deposit will be required at the time the contract is signed. Lessees will be liable for damages to the Arena property or equipment caused by event participants/attendants during the contracted period.

Deposits are only refundable up to thirty (30) days prior to the event; otherwise they are forfeited. Fees are subject to change until the time the contract is signed and approved by all interested parties. Any refundable deposit(s) will be returned by mail to the Lessee after all accounts due and owing have been fully paid, the leased premises has been cleaned and it has been determined that no damage occurred.

Prior to the event, the Town of Nucla staff and the event's authorized representative will walk through the premises to be leased to review the condition of the space. Any problems existing at that time will be noted and effort will be made on the part of the Town of Nucla staff to correct the problems, if possible, prior to the event. The Lessee will be given a copy of information noting any problems at the time of the walk-through.

Upon completion of the event or activity, the Lessee is responsible for returning the leased premises to the condition in which it was rented. The Town of Nucla staff will survey the premises used and determine if any portion of the cleaning/damage deposit will be kept in lieu of said cleaning or damage. The Lessee will be charged \$25 (twenty-five dollars) per hour for any cleaning that must be done and will be charged the cost of materials and labor for any damage that must be repaired. If the Town of Nucla deems it necessary to retain a portion of the deposit to cover cleaning or damage, the Lessee will be given an explanation in writing for the allocation of those funds.

SIGNS/POSTERS/DECORATIONS

All signs/posters/decorating of facilities is the responsibility of the Lessee and must be approved by Town of Nucla staff. Tape may be used on the interior of the concessions stand, restrooms & announcers/office buildings. NO STAPLES, NAILS, OR SCREWS may be used to affix anything to the walls.

DELIVERIES

The Town of Nucla staff will not be responsible for deliveries for any event. Lessee must be present for deliveries and is responsible for securing those deliveries.

EMT/MEDICAL PERSONNEL

In the interest of public and competitor safety, the Town of Nucla reserves the right to require certified EMT/medical personnel at any public or private event. The cost of said EMT/medical personnel is the sole responsibility of the Lessee.

EQUIPMENT

Operation of Town of Nucla Equipment: Use of equipment owned by the Town of Nucla, is at the discretion of the Nucla Town Board or its designee. Town equipment must be operated by Town of Nucla Staff or by authorization of the Town Board. Any of the Town equipment, such as bleachers, motorized equipment, or trailers, may only be moved by or with approval of Town of Nucla Staff.

Non-Town Owned Equipment - Personal equipment brought to Nucla Rodeo Arena for operation, such as for modifying or grooming the arenas, must be approved by the Town of Board in advance. All work performed on the facility must be approved in advance, and presented in detail to the Nucla Arena Advisory Board. The Event Holder will pay any repairs for damage that might be caused due to work, whether it is approved or not approved.

Nucla Rodeo Arena Policies & Procedures

EVENT STAFFING

Lessee shall provide all security, announcers, ticket takers, clean-up crew and other personnel necessary to conduct the activities described in the rental agreement. Set-up, operation, teardown, and clean up of any event is the responsibility of the Lessee.

FACILITY ALTERATIONS

Lessee may not undertake any plumbing, electrical, tele-communications, carpentry or mechanical work on any of the facilities.

FEEDING/MANURE/TRASH

Feeding

Feeding inside the arena or in roping boxes is not permitted. Feeding is permitted, although not encouraged, in the pen area and trailer parking area. All feed must be thoroughly cleaned from the footing. Feed not thoroughly cleaned up may result in a minimum \$50.00 clean-up fee.

Manure/Trash

Event Holders/Users are required to clean up all manure, feed, waste and organic materials after use of facility. All clean-up waste is to be placed only in designated areas.. If an Event Holder or user fails to place all animal waste and trash in the proper locations, they will be assessed a \$50.00 clean-up fee.

FOOD VENDORS/CONCESSIONAIRES

Any group or individual having food or drink items for sale for public consumption will be considered a food service/vendor. Food Vendors/ Concessionaires are governed by the laws of the State of Colorado and the Montrose County Health Department. Compliance with all applicable food service laws and regulations is the sole responsibility of the Lessee. <https://www.montrosecounty.net/361/Temporary-Events>

Approval of any outside food service is in the sole discretion of the Town of Nucla & the Montrose County Health Department. The Town of Nucla reserves the right to deny any food vendor access to the facilities based on prior experience in which that food vendor did not comply with pertinent food service regulations, destroyed or damaged facilities or equipment, did not leave the facilities in a clean condition, or did not comply with other Nucla Rodeo Arena policies and regulations.

Rights to all food and beverage served at the Nucla Rodeo Arena are reserved by Town of Nucla, the Montrose County Health Department and approved food and beverage concessionaires. Lessee may not sell food/beverage or contract with outside vendors to sell food/beverage without prior approval.

GENERAL COMPLIANCE

Lessee agrees to comply with all applicable ordinances, statutes and assumes full responsibility for payment of all sales & use taxes, assessments and/or fees in compliance with the County of Montrose and the State of Colorado.

GLASS CONTAINERS

Glass drinking containers are prohibited on the Nucla Rodeo Arena property. There is no exception to this rule.

HAZARDOUS MATERIALS AND WASTE

No one using the Arena grounds is to have in their possession, or collect, distribute, dispose, release or otherwise discharge on Nucla Rodeo Arena property, any toxic or hazardous waste as defined by Montrose County, the State of Colorado and Federal Law. In the event a user of the Arena is in possession of such hazardous or toxic waste, they shall immediately notify the Town of Nucla staff and request information as to proper disposal of the waste. The Colorado Department of Public Health and Environment as well as the Federal Environmental Protection Agency and other governmental agency or body as may be required by law, relative to such material may also be notified. No fluids are to be poured onto or otherwise disposed of, directly onto Arena grounds property. In the event any user of the

Nucla Rodeo Arena Policies & Procedures

Fairgrounds, or their agents, vendors, sub-licensees, concessionaires or employees violate these provisions, including but not limited to, the dumping of grease in the facility sewer system, or at locations not authorized by Town of Nucla staff, the Town of Nucla and Montrose County will hold the violator accountable in accordance with appropriate law and regulation, including the cost of any clean-up required, and the imposition of fines and penalties as permitted by law. In such an event, any agreement with the violator to lease or rent any portion of the Arena grounds is subject to immediate termination by the Town of Nucla, and the violator and all others acting under the violator may be removed from the Arena property.

HELMET POLICY

The Town of Nucla does have a helmet policy for all riders aged 17 and under. Due to the unpredictability in equine behavior and a concern for the health and well-being of children, this policy applies to individual riders, as well as all organizers and promoters of equine events. Organizers and promoters shall assure that all participants are in compliance with this policy. Contact the Town of Nucla Clerk's office for the Helmet Waiver of Liability.

INDEMNIFICATION

To the extent provided by law, a Lessee will indemnify, defend, save and hold harmless, the Town of Nucla, including its elected and appointed officials, employees, volunteers, agents and authorized representatives from and against all claims, damages, losses, expenses and demands, including but not limited to, attorney fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with a Lessee's, or anyone acting for or on behalf of a Lessee either directly or indirectly, use of the Arena grounds under any license, rental or lease agreement. A Lessee is not obligated to indemnify the Town for any portion of any claims, damages, losses, demands and/or expenses arising solely out of or resulting from, any negligent act or omission of the Town. Nothing herein shall limit the defenses and immunities legally available to each party as against the other Party or others. The indemnification obligation hereunder shall not be construed to negate, abate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

INTELLECTUAL PROPERTY

A Lessee will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes, artwork, or dramatic rights used at or incorporated in the Event. A Lessee agrees to indemnify, defend and hold the Town of Nucla harmless from any claim or costs, including legal fees, which might arise from use of any such material. The Town of Nucla Government logo may not be used on any promotional material without the express written consent of the Town of Nucla.

KEY DISTRIBUTION

Facility keys distribution will be arranged by the Nucla Clerk's Office. Failure to return the keys at the specified time may result in forfeiture of the security deposit. If the Town must re-key the Facility due to the Event Holder's loss of keys, all such costs shall be paid by Event Holder.

LIABILITY LIMITATIONS OF PARKING

The Town of Nucla hereby declares no responsibility for fire, theft, damage to or loss of vehicles or articles left therein parked on Town property or at any location for the purpose of attending an event at the Nucla Rodeo Arena. Attendees at the Arena grounds who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

LOST OR STOLEN ARTICLES

The Town of Nucla will not be responsible, under any circumstances, for property of the Lessee while on the Arena grounds premises. In addition, the Town of Nucla and its employees are not responsible for any loss of articles or equipment left unattended at any of the Arena facilities. The use of security personnel when equipment or articles are left in a building or on the Arena grounds property shall be the responsibility of the Lessee. All articles, equipment, exhibits, displays, or materials shall be brought into the facility only at such hours as designated by the Rental

Nucla Rodeo Arena Policies & Procedures

Agreement

NON-EXCLUSIVE AGREEMENT

All leases, rental agreements or licenses to use the Arena grounds are non-exclusive.

NO SMOKING

Smoking is prohibited. No smoking is allowed in the grandstands or within all buildings owned, leased, or operated by the Town of Nucla. Be advised that smoking marijuana is prohibited in all Arena grounds facilities.

OPEN RIDING

The arena will be available to the public for open riding at no cost. Riders must to sign a liability waiver. Waivers will be kept on file at the Town Clerk's office for one fiscal year (Jan, 1st to Dec. 31st).

WARNING Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to §13-21-119 (5) (b) of the Colorado Revised Statutes.

See Exhibit B for full Open Riding Rules & Regulations.

PARKING LOTS AND ROADWAYS

It is the Lessee's responsibility to coordinate with the Town of Nucla staff on areas available for parking. Fire Lanes must be kept open for police, fire, ambulance and other emergency units as well as for Town of Nucla & event staff. Parking is limited and parking lots are subject to availability.

PERIODIC REVIEW OF RENTAL POLICIES AND PROCEDURES

The Nucla Rodeo Arena Rental Policies and Procedures are subject to periodic review. The policies and procedures in place at the time of the signing of the rental agreement will govern.

PHOTOS

The Town of Nucla staff or its designee may take photos of public events held at the Nucla Rodeo Arena. These photos shall be the property of the Town of Nucla and may be used by the Town of Nucla's staff for educational or promotional materials and purposes.

FACILITY TOURS/ WALK THROUGHES

The Lessee is encouraged to survey the facilities at least two weeks prior to the event in order to determine the setup and the necessary equipment needed for the event. Groups who opt not to survey the facility will be accommodated only if time permits. Under no conditions will the Lessee be allowed to permanently alter the facilities. Any items or special equipment brought in by the Lessee will be at their own risk. All special equipment including but not limited to electrical apparatus and other potentially hazardous equipment must have prior approval by the Nucla Town Board of Trustees.

Arena grounds facilities must be vacated by 12:00 midnight, unless otherwise noted.

RESERVATIONS

The Arena facilities are reserved on a first-come, first-served basis; however, some established events shall be recognized as "annual events" and receive first consideration in booking the annual calendar.

In an attempt to accommodate as many groups as possible, any given date may have multiple events. Lessee must contact the Nucla Clerk's Office to determine date availability and to complete an agreement. General reservations are confirmed only with a signed agreement and payment of deposit and applicable fees.

SALES TAX

All organizations, businesses and individuals, selling or vending any product and/or merchandise at the Nucla Rodeo Arena are responsible for collecting and remitting both Montrose County and State of Colorado sales tax.

Nucla Rodeo Arena Policies & Procedures

SECURITY

In the interest of public safety, the Town of Nucla's staff reserves the right to require certified security personnel at any public or private event. The number of security personnel will be determined by the size and nature of the event. The cost of said security is the sole responsibility of the Lessee.

SETUP/TEARDOWN OF EVENTS

Setup, teardown and cleanup of any event or activity is the responsibility of the user.

TICKET SALES

Lessee shall clearly state in all event advertising and promotion the full ticket price including any additional or associated fees, service charges, convenience fees, or other fees added to the base ticket price.

USE OR LOSS OF TOWN EQUIPMENT

Lessee shall not operate motorized Town-owned equipment. Additionally, Lessee shall not damage or dispose of any equipment or material owned by the Town of Nucla.

USE RESTRICTIONS

The Town of Nucla reserves the right to refuse an event booking to any individual, group, and/or organization based on previous or perceived damage the event may cause Arena facilities or events that may violate local, state, and federal laws, or rules and regulations.

Any events and/or activities on the Arena grounds, including but not limited to, use of sound systems and lighting, if applicable, shall be conducted with consideration for the surrounding neighbors and other users. If a sound system is used, the decibel level of the system must be kept at a level so as not to be heard beyond the immediate Arena area. Any bright accessory lighting used must be directed downward so as to not be intrusive or disruptive. General activities are to be conducted so as not to be disruptive.

WEAPONS, FIREARMS & FIREWORKS

All firearms, fireworks and weapons used, demonstrated, discharged or for decoration as part of a licensed event must be approved by the Town of Nucla. Law enforcement officers and licensed security personnel are exempt from these requirements. Persons licensed to carry a concealed weapon are also exempt from these requirements. No other firearms or weapons are permitted on the Arena grounds property. Persons or organizations allowed to bring firearms or weapons on the premises must comply with all laws, rules, regulations, permits or other requirements, including on-site security arrangements. The Town of Nucla shall establish requirements covering firearms and weapons and fireworks for each user.

PAYMENT POLICY

For first time Lessees, all fees must be paid two weeks prior to the scheduled event. For annual users, invoices must be settled within thirty (30) days of completion of the event unless other arrangements are made with the Nucla Clerk's Office. In the event of non-payment by Lessee as agreed, the Town of Nucla shall be entitled to charge interest at the rate of one and one-half percent (1 ½ %) per month, or a minimum of \$35.00 per month, on account of all charges or fees due under a lease or rental agreement that are 30 days past due from the due date. Any check returned by the bank for any reason will be assessed the fees the Town of Nucla is charged by the bank. Said interest charges, late fees or returned check fees shall be included as service charges and be deemed part of the charges or fees required under a lease or rental agreement. Lessee shall also pay the Town of Nucla any expenses and costs, including reasonable attorney's fees, incurred by the Town in collecting any amounts due under a lease or rental agreement. Nothing in this section is intended to be or shall be interpreted to waive or vary any right of Town as provided herein to terminate any lease or rental agreement for the default of any of the provisions hereof.

Nucla Rodeo Arena Policies & Procedures

METHOD OF PAYMENT

The Lessee shall pay a refundable \$100.00 rental deposit at the time of booking an Event. The balance of the rental deposit must be paid in full two (2) weeks in advance of Lessee’s scheduled event. The Town of Nucla accepts personal, business, cashier checks or money orders.

RETURNED CHECK POLICY

Any check returned by the bank for any reason will be assessed the current fees the Town of Nucla is charged by the bank. The Lessee will then be required to make payment with certified funds. The Event will not be held until certified funds are received.

INCIDENTAL EXPENSES/RATES

STAFF HOURLY RATES

- Staff Rate (*per man, 1 hour min.*) \$25.00/hour
- Overtime Rate (*per man, 1 hour min.*) \$37.50/hour
- Holiday Rate (*per man, 1 hour min.*) \$50.00/hour

Notice: All facilities must be returned to their original condition by the renter/promoter. Any labor utilized for the cleaning, and returning the facilities to the original condition, will be billed at the hourly rate

INSURANCE REQUIREMENTS

CERTIFICATE OF INSURANCE

The Lessee will be required to carry comprehensive liability insurance in the amount of \$1,000,000 (one million dollars) due to bodily injury and/or death of one person in any one accident and \$1,000,000 (one million dollars) due to bodily injury and/or death of two or more persons in any one accident; per occurrence. Said liability insurance shall name the Town of Nucla, the County of Montrose, and the State of Colorado as additional insured and shall be in effect for the duration of the contract. A certificate of insurance naming the Town of Nucla as an additional insured must be submitted to the Nucla Clerk’s Office prior to the setup of the event. The insurance policy shall be applicable to all activities and operations of the event, including any pre-event set-up and post- event tear down done or participated in by Lessee.

The Lessee is solely responsible for any required deductible losses under the policy. The Town is not responsible for payment of any premiums due for the coverage. Lessee shall not be relieved of any liability due to its failure to obtain the required coverage, or coverage in insufficient amounts or types.

If Lessee is obligated by Colorado law to have in effect any other types of insurance coverage such as, for example, automobile or workers compensation, Lessee shall maintain such coverage during the term of this Agreement. Lessee shall provide County with evidence of the coverage upon request by Lessor.

By signature below, I (We) hereby agree to abide by all Town of Nucla Rodeo Arena policies and procedures.

Event Name: _____ **Event Date:** _____

Insurance Certificate must be received no later than: _____
Date

ACCEPTED and AGREED TO BY:

Signature / Event Holder

Printed Name

Date

Signature / Nucla Town Clerk

Printed Name

Date