

**ROUTT COUNTY FAIR ALCOHOLIC BEVERAGE  
CONCESSION AGREEMENT**

This Routt County Fair Alcoholic Beverage Concession Agreement (the “Concession Agreement”) dated as of \_\_\_\_\_, 2022, is by and between the Board of County Commissioners of Routt County, Colorado, hereinafter referred to as the “County,” and The Rotary Club of Steamboat Springs (Ski Town USA Morning, Colorado, Inc.), hereinafter referred to as the “Concessionaire.”

In consideration of the mutual promises set forth below, the parties hereby agree as follows:

**ARTICLE 1. CONCESSION OPERATING RIGHTS**

County hereby grants to the Concessionaire the right to have a beer and flavored malt beverage concession (the “Concession”) during the 2022 Routt County Fair on August 18, 2022 from 5:00 p.m. to 10:00 p.m., August 19, 2022 from 5:00 p.m. to 11:00 p.m., and August 20, 2022 from 3:30 p.m. to 11:00 p.m. in the areas marked as “Alcohol Consumption Area” on Exhibit A attached hereto. The Concession granted hereby is subject to the terms and conditions of this Concession Agreement.

**ARTICLE 2. CONCESSION FEE**

Concessionaire shall pay to County a Concession Fee of \$400. Concessionaire shall pay the Concession Fee no later than August 18, 2021. Such payment shall be made to the County’s Fairgrounds Manager at 398 S. Poplar Street, Hayden, Colorado 81639. Made payable to: Routt County.

**ARTICLE 3. RESPONSIBILITIES OF PARTIES CONCERNING THE CONCESSION**

Concessionaire shall be responsible for providing:

- a) All equipment necessary for the operation of the Concession, including but not limited to all bar service equipment necessary to provide efficient service for its patrons, including recyclable plastic or paper products;
- b) All bar service logistics, including storage, ice, coolers and tents;
- c) Sufficient TIPS trained and certified personnel to provide appropriate service to the public;
- d) A security plan for operation of the Concession, including age and identification checks of patrons, wristbands to identify those patrons who have passed the identification check, coverage of the entrances and exits to and from the Alcohol Consumption Area and crowd surveillance;
- e) Keeping the Alcohol Consumption Area clean and clear of trash during the Concession period.

f) Concessionaire agrees to comply with any and all current County, State or Federal Public Health Orders in effect at the time of the provision of the Concession Services.

County shall be responsible for providing:

- a) Access to and use of the Alcohol Consumption Area;
- b) Fencing or other appropriate barriers around the outside of the Alcohol Consumption Area;
- c) Admittance or entry credentials for Concessionaire's staff so that the staff can operate the Concession; and
- d) Trash receptacles for Concessionaire's use.

#### ARTICLE 4. INSURANCE AND INDEMNIFICATION

A. Concessionaire (including, the Concessionaire's employees, officers, agents, representatives, contractors and invitees) shall release, discharge, indemnify and hold harmless County and its officials, employees, agents and representatives from and against liability for any claim, demand, loss, damages, penalty, judgment, expenses, costs (including costs of investigation and defense), fees (including reasonable attorney and expert witness fees) or compensation in any form or kind whatsoever for any bodily injury, death, personal injury or property damage arising out of or in connection with any act, error or omission by the Concessionaire or for any resulting liability alleged to accrue against County on account of the Concessionaire's acts, errors or omissions; to the extent provided by Colorado law; provided, however, that such indemnity shall not be construed as an indemnity for bodily injury or property damage arising from the sole negligence or intentional acts of County or its employees.

B. Concessionaire further shall investigate, process, respond to, adjust, provide defense for and defend, pay or settle all claims, demands, or lawsuits related to its acts, errors and omissions hereunder at its sole expense and shall bear all other costs and expenses related thereto, even if the claim, demand or lawsuit is groundless, false or fraudulent.

C. Concessionaire shall secure and maintain for the term of its contractual relationship with County such insurance policies, from companies licensed in the State of Colorado, as will protect itself, County (with County named as additional insured to the extent permitted by law), and others as specified, from claims for bodily injuries, death, personal injury or property damage, which may arise out of or result from the Concessionaire's intentional or negligent acts, errors or omissions. The following insurance coverage, at or above the limits indicated and including such endorsements as are indicated by an "X," are required:

- 1. Statutory Worker's Compensation --  
Colorado Statutory Minimums
- 2. Commercial General Liability --  
Policy Limits: Bodily Injury/Property Damage Combined Single Limit of \$1,100,000;  
Deductible: No greater than \$1,000.00;

Endorsements:

- Comprehensive Form (all risks)
- Premises/Operations
- Products/Completed Operations
- Broad Form Blanket Contractual  
(Hold Harmless Coverage)
- Independent Contractors and  
Sub-Contractors
- Broad Form Property Damage
- Personal Injury, with Employment  
Exclusion Deleted

D. To provide evidence of the required insurance coverages, copies of Certificates of Insurance in a form acceptable to County shall be filed with County (through the Fairgrounds Manager) no later than thirty days prior to the first day of the Concession. Failure to file or maintain acceptable Certificates of Insurance with County is agreed to be a material breach of any contract and grounds for termination of the Concession.

E. In addition, these Certificates of Insurance shall contain the following clauses:

1. The clause "other insurance provisions" in a policy in which County of Routt is named as an insured, shall not apply to the County of Routt.
2. The insurance companies issuing the policy or policies shall have no recourse against the County of Routt for payment of any premiums or for assessments under any form of policy.
3. Any and all deductibles in the above described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the Concessionaire.
4. Location of operations shall be: "all operations and locations on the Routt County Fairgrounds conducted by or occupied by Concessionaire."

ARTICLE 5. LIQUOR LICENSE

Concessionaire shall be responsible for obtaining the liquor license and any other permits necessary for the operation of the Concession. Concessionaire shall apply for the liquor license at a time early enough so that the liquor license will be issued at least thirty-five days before the first day of the Concession and shall provide the County's Fairgrounds Manager with a copy of the liquor license when issued. The failure to obtain the necessary liquor license as provided in this Article shall be grounds for termination of the Concession. Concessionaire shall operate the Concession in compliance with all federal, state and local laws including, without limitation, those regarding the sale of alcoholic beverages.

ARTICLE 6. TAXES

Concessionaire shall be responsible for collecting and paying all sales taxes when such taxes are due and payable.

ARTICLE 7. NON-DISCRIMINATION

Concessionaire agrees that it will not discriminate against any person on the grounds of race, color, religion, sex, sexual orientation, national origin or disability in the operation of the Concession.

ARTICLE 8. NOTICES

Any notice given pursuant to this Concession Agreement other than which is specifically permitted to be given in some other fashion shall be in writing and shall be delivered by hand, by overnight courier or by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

If to County:

Routt County Board of County Commissioners  
522 Lincoln Avenue, Suite 30  
Steamboat Springs, Colorado 80487  
Telephone Number: (970) 879-0108

With a copy to:

Fairgrounds Manager  
P.O. Box 1000  
Hayden, Colorado 81639  
Telephone Number: (970) 276-3068

If to Concessionaire:

Ski Town USA Rotary  
P.O. Box \_\_\_\_\_  
Steamboat Springs, CO  
Telephone Number: \_\_\_\_\_

Notice shall be deemed given when delivered if hand-delivered by courier or two days after the date indicated on the postmark if sent by U.S. Mail.

Either party may change its address to which notices shall be delivered or mailed by giving notice of such change as provided above.

ARTICLE 9. RELATIONSHIP OF PARTIES

It is understood that the County is not in any way or for any purpose partner or joint venturer with, or agent of, Concessionaire in the Concessionaire's operation of the Concession.

ARTICLE 10. ASSIGNMENT

Concessionaire shall not assign its interest herein without the written consent of the County which consent may be withheld in County's sole discretion.

ARTICLE 11. SURRENDER UPON TERMINATION

Upon the expiration or earlier termination of this Concession Agreement, for any reason whatsoever, Concessionaire shall peaceably surrender to County possession of the Alcohol Consumption Area.

ARTICLE 12. ENTIRE AGREEMENT

This writing, together with all of the attached Exhibits, constitutes the entire agreement of the parties. This Concession Agreement supersedes all prior concession agreements, if any, between the parties, and no representation, warranties, inducements, or oral agreements that may have been previously made between the parties shall continue in effect unless stated herein. This Concession Agreement shall not be modified except in writing, signed by County and Concessionaire.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
ROUTT COUNTY, COLORADO

\_\_\_\_\_  
Jenny L. Thomas  
Routt County Clerk

\_\_\_\_\_  
M. Elizabeth Melton, Chair

CONCESSIONAIRE

By: \_\_\_\_\_

Title: \_\_\_\_\_