

Policies & Procedures James R. Sullivan Events Center & Fairgrounds Facility Rental Information



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Updated 1999
Fees Established 2002

Updated 2004
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Table of Contents

Introduction	4
Definitions	5
Fee Schedule Categories	6
General Usage Policies	7
Access During Events	7
Accident Management	7
Advertising	7
Alcoholic Beverages	7
Animals	8
Camping / RV Use	8
Cancellation of Event	8
Clean-up Guidelines	8
Damage Costs	9
Decorations	9
Deliveries	9
Event Marketing	9
Event Staffing	9
Facility Alterations	9
Fire Safety Standards	9
Fireworks	9
Floor / Area Plans	9
Food Service / Event Catering	10
General Compliance	10
Glass Containers	10
Hazardous Waste	10
Health Permit Requirements	10
Indemnification	11
Intellectual Property	11
Key Distribution	11
Liability Limitations of Parking	11
Lost or Stolen Articles	11
No Smoking	12
Noise Restrictions	12
Parking Lots and Roadways	12
Photos	12
Planning Meeting	12
Reservations	12
Sales Tax Collections	12
Security	12
Security Deposit	12
Sub-Leasing	13
Time of Events - Operating Hours	13
Use of / Loss of County Equipment	13
Use Restrictions	13
Payment Policy	14
Insurance Requirements	15

Introduction

Fairgrounds Mission Statement

Provide unique and functional facilities to accommodate a diversity of family-friendly activities including civic, recreational, entertainment, business, traditional youth activities and the annual County Fair, for the community with an appreciation for the urbanization and the rural agricultural history of Douglas County.

Purpose of Policies and Procedures

The purpose of the Policies and Procedures is to provide a consistent guideline for Event Holders and users and to provide a safe and quality experience while using a Douglas County Facility.

These policies and procedures are in compliance with Douglas County Resolution R-013-153 as adopted _____ 2023.

Purpose of Fees

The purpose of fees is to generate revenue to offset the operational costs of the Facilities and to provide funds for future capital improvements.

Establishment of Fees

Rental fees for Douglas County Facilities will be reviewed with consideration given to:

- the service needs of the community
- the Facility target user market
- competitive and reasonable rental rates
- operational costs and the need for future capital improvements

All standard fees are approved by the Douglas County Board of County Commissioners. Any variance of these fees within the established spending authority of Facilities, Fleet and Emergency Support Services (FFESS) Director may be approved by that Director on a case-by-case basis.

Definitions

These Policies and Procedures are applicable to the following Douglas County Facilities (hereinafter referred to as “Douglas County Facilities”, “Douglas County Facility”, “Facilities” or “Facility”):

EXHIBIT B:

Douglas County Fairgrounds

Douglas County James R. Sullivan Events Center (JRSEC)
Kirk Hall
Outdoor Arena
Indoor Arena
Green Horse Barn
Brown Horse Barn
Whitman-Lowell Pavilion
Multi-Purpose Barn/Barns
Livestock Barns
Large Animal Barn

*All the above-referenced exhibits are attached hereto and incorporated herein.

Douglas County or County

Board of County Commissioners, Employees of Douglas County, County Manager, Facilities, Fleet and Emergency Support Services (FFESS) Director, Fairgrounds Manager, Facilities Project and Maintenance Manager, Fairgrounds Supervisor, technicians, custodial and support staff of any such department or office.

Event

Any activity that takes place on a scheduled date at a Douglas County Facility.

Event Holder

Any individual, organization, company or entity renting a Douglas County Facility.

Facilities Management

FFESS (Facilities, Fleet and Emergency Support Services) Director, Fairgrounds Manager, Fairgrounds Supervisor.

Facilities Staff

FFESS (Facilities, Fleet and Emergency Support Services) Director, Fairgrounds Manager, Fairgrounds Supervisor, staff Coordinators and technicians.

Rental Agreement

Written agreement between Douglas County and Event Holder acknowledging use and fee arrangement for any Event held at a Douglas County Facility.

Fee Schedule Categories

For current rates contact the Fairgrounds Office or go to Douglas County Fairgrounds Website at www.douglas.co.us/county-fair-grounds/

Standard Rate

- This rate applies to any private or for-profit individual, organization, company or entity.

Adjusted Rate

- This rate applies to any for-profit Events that charge facility admission, charge a participant fee, have ticket sales or vendor booth fees.
- These Events are charged a reduced base rental rate, subject to applicable surcharges.

Non-Profit Rate

- This rate applies to any registered non-profit 501©(3) in good standing or similar qualifying non-profit entity who are using a Douglas County Facility for civic purposes such as education meetings, organization or service meetings, seminars, training and fundraising.
- This rate applies to other government agencies using a Facility.
- This rate applies to 4-H groups using the JRSEC, Indoor Arena, and Large Animal Barn.
- These events are charged a reduced base rental rate, subject to applicable surcharges.

Douglas County Government

- Douglas County Government departments may use Douglas County Facilities at no charge.

General Usage Policies

Douglas County retains control and management of Douglas County Facilities always, shall always have the right to interpret and enforce these Policies and Procedures and shall have the right, in its sole discretion, to eject all persons who fail or refuse to comply with the Policies and Procedures.

Access During Events

Facilities Staff responsible for management and maintenance of the facilities shall have the right to access the facilities at any time during any event.

Accident Management

In the case of an accident or emergency, Event Holder agrees to cooperate with Facilities Management in the formulation of an action plan and response to media inquiries. All accidents, occurrences and incidents must be reported to Facilities Staff as soon as possible, but not later than the next business day. Reports must include:

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

Douglas County Facilities Staff has the right to require medical personnel, based on the type of Event, and Event Holder will be notified of such requirement prior to the Event.

Advertising

Event Holders shall not hang signs, bunting or other advertising materials anywhere on the premises of the Facilities without prior approval of Facilities Management. The County does recognize the need for Event Holders to display sponsor advertising; therefore, advertising materials and locations will be determined on an event by event basis.

Facilities Staff will determine criteria for displaying event information on the Fairgrounds marquee.

Alcoholic Beverages

Alcohol is strictly prohibited at all Douglas County Facilities, 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 Facilities Management.
2. If alcohol is to be sold in a Douglas County Facility:
 - Event Holder must obtain a "Special Event Permit" (State of Colorado regulated through the Town of Castle Rock or Douglas County, depending on the Facility location). Details must be discussed during a planning meeting.
 - Event Holder must provide certificate of insurance, including liquor liability as described in the insurance section herein.
 - Event Holder must provide security plan to Facilities Staff for final approval a minimum of thirty (30) days prior to scheduled event.
3. If alcohol is to be served, or otherwise made available in a Douglas County Facility the following requirements must be met:
 - Event Holder must provide certificate of insurance, including host liquor liability as described in the insurance section herein.
 - Event Holder must provide security plan to Facilities Staff for final approval a minimum of thirty (30) days prior to scheduled event.

- All events will be reviewed on a case-by-case basis to determine if security will be required. If security is required, additional fees will apply.
4. If the Event Holder violates its liquor license or 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 at the discretion of the County and citation or arrest at the discretion of the local law enforcement. Any such offending Event Holder may be prohibited from using Douglas County Facilities in the future.

Animals

Event Holders utilizing a Douglas County Facility for any activity in which animals are used or exhibited shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, including those applicable to the humane care and treatment of animals. Event Holder assumes the full responsibility of complying with all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of the animals, which are under the Event Holder's care and control.

All animals must be penned, stalled and otherwise confined or under the direct control of the owner or handler at all times. Persons keeping animals on any Fairgrounds Facility must use every care to assure safety of visitors and other Facility patrons/personnel. This may require owner to stay overnight if necessary. Violation of this policy may result in removal of animals from the premises or Animal Control may be called.

Some animals and pets are not permitted in several Douglas County Facilities, except for service animals as defined by Federal Regulations. Refer to specific Facility information. All pets must be on a leash in accordance with the laws of the Town of Castle Rock and/or Douglas County, depending on the Facility location. <https://www.dcsheriff.net/animals/animal-laws/>

Camping / Tent & RV Use

Camping or use of RV's or tents at a Douglas County Facility shall only be permitted in designated areas for camping and parking for participants attending event only. Facilities Staff will work with Event Holder to determine the location, additional fees and number of spaces allocated. The Fairgrounds has limited electrical hook-ups and a sanitary sewer dump station is not available. Overnight camping typically requires additional insurance coverage.

- Tent and RV camping must fit within the allotted space to include any vehicles – maximum one.
- No open flame or fire – to include gas fire pits or rings.
- Gas grills with lids are the only approved grills. No grilling under any fixed or portable structure.
- No altering of ground surface. Any altering may result in additional fees.
- No dump station on Fairgrounds property. Disposal of grey water is prohibited.

Cancellation of Event

All cancellations by Event Holder shall be in writing and effective upon receipt by Facilities Staff. Douglas County shall not be responsible for any consequences, monetary or otherwise, due to cancellation by Event Holder. Douglas County Facilities Management reserves the right to cancel any of the listed dates due to for any reason. The Event Holder agrees the maximum liability of the County to Event Holder due to cancellation of an Event by the County, regardless of the reason for cancellation, is limited to the fees paid by the Event Holder.

Clean-up Guidelines

Clean-up requirements differ for each Facility. These detailed requirements will be discussed in a planning meeting and information will be provided to the Event Holder prior to the event. Failure to meet the clean-up requirements may result in partial or total forfeiture of the security deposit, and the Event Holder may be prohibited from using Douglas County Facilities in the future.

Damage Costs

Event Holder shall be held responsible for all damages to Douglas County Facilities and property. All costs deemed necessary and incurred by Douglas County for replacement and/or repairs caused on behalf of Event Holder will be billed to Event Holder within ten (10) working days after the Event. Payment must be made within fifteen (15) days after receipt of billing.

Decorations

Facility requirements differ for decorating. All decorating plans must be approved by Facilities Staff with your floor plan due a minimum of sixty (60) days prior to an event. Regardless of the Facility or the type of decorations, the Event Holder must remove all decorating materials immediately following the Event.

Deliveries

Deliveries will not be accepted by any Douglas County employee for any Event or Event Holder.

Event Marketing

Facility Management shall not be responsible for event promotion. The Fairgrounds office phone number as well as any Douglas County phone number shall not be published or placed on any promotional material for any event or otherwise published in connection with an event. The Douglas County logo may not be used on any promotional material without the prior written approval of Facilities Staff.

Event Staffing

Event Holders shall be responsible to provide all ushers, announcers, ticket takers, clean-up crew and other personnel necessary as described in the Rental Agreement. Douglas County may be able to provide personnel for limited activities at its sole discretion. Facilities Staff may be on-site or on-call while Facilities are occupied. This will be determined on an event by event basis and finalized during planning meetings and Event Holder should not assume any County participation or assistance unless it is expressly indicated in the Rental Agreement or subsequent written communication with the Facilities Staff.

Facility Alterations

Event Holders may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any the Facilities.

Fire Safety Standards

All fire regulations in the Uniform Fire Code (UFC) as amended and approved by the local jurisdiction shall be strictly observed. The UFC may regulate the placement of tables and chairs, decorations, dimensions of all aisles and exits, etc. Facilities Staff will work with Event Holder during planning meetings to ensure compliance with the UFC. However, Event Holder is ultimately responsible for compliance. Event Holders should contact the appropriate Fire Department at least thirty (30) days prior to the scheduled Event and may be required to fill out and submit application. Open fires may be permitted in the sole discretion of Facilities Staff, but prior written approval must be obtained; however, such approval may be revoked at any time by Facilities Staff.

Fireworks

Fireworks may be permitted with the prior approval of Facilities Management and the Town of Castle Rock, if applicable, depending on the Facility location.

Floor / Area Plans

Event Holders shall submit floor/area plans to Facilities Staff at least thirty (30) days in advance of Event. The plan should include decorations, dimensions of all aisles, booths, table and chair locations, parking areas, loading and unloading areas, etc. Facilities Staff will work with each Event Holder on specific needs and requirements to ensure compliance with fire safety standards and Facility requirements.

Food Service / Event Catering

Food service in all Facilities shall meet the general health standards of the County Health Department. All details shall be discussed in event planning meeting.

Events held at the Fairgrounds have the option to choose their own cater or concessionaire for food service. Caterers and concessionaires must be a licensed food service company and CountyHealth Department Certified.

Events being held in the Event Center must pay a catering surcharge as outlined in fees at www.douglas.co.us/county-fair-grounds/.

Food and beverage distributed by exhibitors or vendors in the JRSEC are limited to products manufactured, processed or distributed by the exhibiting firm and are limited to a four (4) ounce sample size.

General Compliance

Event Holder further agrees to absolutely comply with all the terms and conditions indicated in this Policy and Procedure book and as indicated in the written Rental Agreement. Any failure to timely comply may be subject to additional fees and/or cancellation of the event with or without an opportunity to cure the non-compliance at the sole discretion of the County. Event Holder agrees: to comply with all applicable governmental agencies rules, ordinances and statutes; and not to operate anything similar to a Sexually Oriented Business as defined in the County Zoning Resolution in effect at the time of the Event. Event Holder assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with the requirements of the Town of Castle Rock, Douglas County, and the State of Colorado, depending on the Facility location.

Glass Containers

Glass drinking containers are not permitted in any Douglas County Facility, on the grounds, or in any parking lot.

Hazardous Waste

The Event Holder agrees, at all times Event Holder is on Douglas County property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Douglas County and/or any applicable laws. In the event, the Event Holder shall be in possession of such hazardous or toxic waste, Event Holder shall immediately notify Facilities Staff and the Colorado Department of Environmental Protection as well as the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials. Additionally, Event Holder agrees not to dispose of any refuse or empty any fluids on Douglas County property. In the event the Event Holder, or its agents, vendors, sub licensees, concessionaires or employees dump grease in the Facility sewer system, or at locations not authorized by Facilities Staff, or otherwise violate the provisions of this paragraph, Facilities Management will look to the Event Holder and may subject the Event Holder to a fine, plus any costs incurred by County and any other applicable fees. Such fine shall be imposed by Facilities Management for each infraction and Event Holder shall be deemed in material breach of the Rental Agreement and subject to immediate termination of the Rental Agreement and removal from the property.

Health Permit Requirements

When an event involves a temporary food service operation or food demonstration, Event Holder is responsible for informing such exhibitors, vendors, or food service operators that a permit from the County Health Department is required and provide said permit to Facilities Staff. Event Holder shall contact the County Health Department at least thirty (30) days prior to the scheduled event.

Indemnification

To the fullest extent permitted by law, Event Holder shall indemnify and hold harmless the County, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with Events Holder's Event or use of a Facility, pursuant to the Rental Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, other fault of Event Holder, any officer, employee, representative or agent of Event Holder, anyone directly or indirectly employed by Event Holder, or anyone for whose acts Event Holder may be liable; provided, however, that except for worker's or workmen's compensation, disability benefits or other similar employee benefit claims, Event Holder is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from the sole negligence of the County, or its officers, agents or employees. Event Holder's indemnification obligation hereunder shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein.

With respect to any and all claims against the County or any of its officers, employees or agents by any employee of Events Holder or anyone directly or indirectly employed by Event Holder, or anyone for whose acts Event Holder may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Event Holder, under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

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 section 13-21-119, Colorado Revised Statutes.

Intellectual Property

Event Holder will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the event. Event Holder agrees to indemnify, defend and hold Douglas County, its officers, agents, and employees harmless from any claims or costs, including legal fees, which might arise from use of any such material. The Douglas County logo may not be used on any promotional material without the prior written approval of Douglas County.

Key and/or Badge Distribution

Facility key and/or badge distribution will be arranged during event planning meeting.

Failure to return the keys at the conclusion of your event may result in forfeiture of the security deposit or fine.

If the County must re-key the Facility due to the Event Holder's loss of keys, all such costs shall be paid by Event Holder. No duplication of keys permitted.

Liability Limitations of Parking

Douglas County shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on County property. Event Holders are required to park in designated parking. Guests of a Douglas County Facility 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

Douglas County shall not be responsible, under any circumstances, for property of the Event Holder while on a Douglas County Facility. Facility Management will not accept lost and found articles for distribution; unclaimed articles must be held and distributed by the Event Holder. In addition, Facility Management is not responsible for any loss of articles or equipment left unattended in any Facility. The usage of security personnel when such equipment or articles are left in buildings or in a Facility shall be

the responsibility of the Event Holder. All articles, equipment, exhibits, displays or materials shall be brought into the Facilities only at such hours as designated by the Rental Agreement. Event Holder assumes all responsibility for any goods or material, which may be placed in a County Facility before, during or after an event.

No Smoking

Pursuant to Resolution No. R-013-153, smoking is prohibited at all times within all buildings owned, leased or operated by Douglas County.

Noise Restrictions

Noise levels shall not violate State law and/or the laws of the Town of Castle Rock, at any time.

Parking Lots and Roadways

Multiple Events may be conducted simultaneously at Douglas County Facilities. It is the Event Holder's responsibility to coordinate with Facilities Staff on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency units as well as for County maintenance workers. Use of parking lots is subject to availability. Parking lots may be used only for purposes associated with the event. Overnight parking may be limited in the sole discretion of Facilities Staff. No flyers shall be placed on any vehicles using the parking lot for any event.

Photos

Facilities Staff may take photos of public events held at Douglas County Facilities. These photos shall be the property of Douglas County and may be used by Facilities Staff for educational or promotional materials.

Planning Meeting

As deemed necessary by Facilities Staff, planning meetings will be conducted for certain events. These meetings shall be scheduled on an agreed upon date and time. All planning meetings must take place no later than sixty (60) days prior to Event Holder's scheduled event.

Reservations

Event Holders must contact Facilities Staff to determine date availability and complete a Rental Agreement. Consideration may be given to the Event Holder to rent the same dates for the following year; however, there is no guarantee. Event Holder must notify Facilities Staff in writing with intent to return within thirty (30) days following this event.

Sales Tax Collection

Event Holders and Event Holder vendors are responsible for payment of all sales, use, assessments and/or fees in compliance with the requirements of Douglas County, the Town of Castle Rock and the State of Colorado, depending on the location of the Facility. It is the responsibility of Event Holders and/or the Event Holder's vendors to collect and submit payment.

Security

Facilities Staff has the right to require event security, based on the type of event. Facilities Staff, with the consultation of the Douglas County Sheriff's Department, will determine event security needs. All Event security plans must be submitted and approved by Facilities Staff and Douglas County Sheriff's Department a minimum of thirty (30) days prior to an event. If security is required, additional fees will apply.

Security Deposit

The agreement is not considered confirmed until a security deposit is received by the County. Due at the time of a signed agreement or the date may be released for other event holders. Rental fees less than or equal to \$200.00 must be paid in full at the time of booking an Event.

The security deposit shall be retained by the County upon the cancellation of any scheduled event sixty (60) days or more before the scheduled Event. If the Event is canceled two (2) weeks or less before the scheduled dates, the County may retain the entire rental fee.

Sub-Leasing

Event Holder may not, under any circumstances, sub-lease Facilities, equipment or materials owned by Douglas County, without the prior written approval of Facilities Management. Facilities Staff have the sole authority for renting or leasing Facilities.

Surcharges

Surcharges may apply to some events and activities. Please see details under fees at www.douglas.co.us/county-fair-grounds/

Time of Events – Operating Hours

The County reserves the right to regulate the time, place and manner of proposed activities in its Facilities after considering all applicable factors and interests. The terms "set up" or "tear down" shall include the use of the Facilities for moving in and out in preparation of the Facilities for performance of an event. The hours for set up and tear down shall be specified in the Rental Agreement and will be at the discretion of the County and additional fees will be incurred.

Use of / Loss of County Equipment

Without prior coordination and agreement of Facilities Management, Event Holders shall not operate motorized County-owned equipment. Additionally, Event Holder shall not dispose of in any manner equipment or materials owned by Douglas County.

Use Restrictions

Douglas County and/or Facilities Staff may refuse event bookings in its sole discretion when the event may cause undue or unusual damage to the Facilities or that may violate local, state or federal laws, rules or regulations.

Douglas County and/or Facilities Staff may refuse event bookings in its sole discretion when a requested event conflicts with a similar event previously scheduled on the premises. Once a Rental Agreement has been signed and executed and a deposit has been paid in full to the County, the County may, in its sole discretion, agree not to schedule a like event on any part of the Fairgrounds during the same period as that scheduled by the Event Holder.

The Policies and Procedures in place at the time of the signing of the Rental Agreement will govern.

Payment Policy

Method of Payment

Douglas County Facilities accepts cash, personal, business or cashier checks or money orders. Credit cards are accepted, and a convenience fee will apply. Checks can be made payable to Douglas County and mailed to the Douglas County Fairgrounds. 500 Fairgrounds Road Castle Rock, CO 80104.

Bad Check Policy

Any checks returned by the bank for any reason will be assessed the actual return fees charged to Douglas County. Event Holder will then be required to make payment with certified funds. The event will not be held until certified funds are received. The County will not accept a reservation for a future Event from a prospective Event Holder owing monies to Douglas County. Reservations for any additional events previously scheduled are also subject to cancellation. In its sole discretion, the County may refuse to rent Facilities to any prospective Event Holder who, at any time, failed to make full payment in sufficient funds to the County within thirty (30) calendar days after the date of invoice.

Cancellation of Event

Security deposit shall be retained by the County upon the cancellation of any scheduled event sixty (60) days or more before the scheduled event. If the event is cancelled two (2) weeks or less before the scheduled dates, the County may retain the entire rental fee and the security deposit. If the County cancels the Rental Agreement for any unforeseen reason, or act of God, then all monies paid to the County by the Event Holder shall be refunded. Any liability of Douglas County shall be limited to the fees paid by the Event Holder.

Limitation of Liabilities

Notwithstanding anything herein to the contrary, Douglas County will not be liable for any indirect, incidental, special, consequential damages or other damages resulting from the use of the Douglas County Facilities, however arising, including failure of voice or data lines, even if Douglas County has been advised of the possibility of such damages. Douglas County liability will in no event exceed the amount received for damages arising out of, relating to, or in any way connected with the Rental Agreement. Users of Douglas County Facilities are advised to procure event cancellation insurance. Douglas County will not assume liability for cancellation due to emergencies or unforeseen circumstances. Recovery under such circumstances shall be limited to the amount of rental fees paid under the Rental Agreement.

Insurance Requirements

Certificate of Insurance

The Event Holder shall procure and maintain, at its own expense, insurance with insurers with an A- or better rating as determined by Best's Key Rating Guide, the following policy of insurance: commercial general liability insurance/ general liability Insurance. Said insurance shall provide limits as indicated herein. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy shall contain a severability of interests provision. The policy shall also include all phases of the event (set-up preparation, actual event, specific hours of occupancy and clean-up). When alcohol is served (not sold), host liquor liability as well as general liability insurance is required or a general liability policy with host liquor. When alcohol is sold, liquor liability as well as general liability insurance is required. The Event Holder shall provide Facilities Staff the required certificate(s) of insurance naming Douglas County, Colorado, its officers, agents, and employees as additional insureds and naming the specific event and date(s) being insured. If Event Holder hires a caterer to host and serve liquor, the caterer is required to provide liquor liability as well as general liability naming both, the Event Holder and Douglas County as additional insured. The required certificate(s) of insurance shall be provided to Facilities Staff at least sixty (60) days prior to occupying a Douglas County Facility. The Event Holder shall not be permitted to occupy or use a Douglas County Facility unless and until the required insurance is provided.