#### This is an RV Park for temporary use only.

Reservation and stay is limited to two (2) weeks or 14 days in a thirty (30) day period per RV.

## REGISTRATION

- 1. Registration: All Guests must register in the Fairgrounds office inside the Exhibit Hall.
- 2. Cancellations made less than 7 days prior to the planned Arrival Date will be fully charged for each site canceled.

# **PAYMENT AND CANCELATIONS**

- 3. Reservations require a credit card to book. Full balance for reservation is automatically charged 7 days prior to the check-in date. No cancellations or changes allowed within 7 days of reservation date. Payment is non-refundable once charged.
- 4. Acceptable forms of payment include: Cash, money order, cashier's check, personal check or credit card.
- 5. Returned Checks: Guest agrees to pay a \$30 fee for each check submitted by Guest that is returned by the financial institution for any reason, including insufficient funds and closed account. This returned check fee shall be due without demand therefore and must be tendered together with the applicable rate and any late fees due by Cashier's Check or Money Order. If a check submitted by Guest is returned, County reserves the right to require that all future payments by Guest be tendered by Cashier's Check or Money Order.
- 6. There shall be no refund if Guest departs prior to the Departure Date.
- 7. Guest shall vacate the site no later than 10 AM the date specified herein ("Departure Date"). In the event Guest fails to surrender the site on the Departure Date, further occupation of the site shall be deemed to be a trespass. Any personal property, including, but not limited to the RV and any vehicles remaining on the site or the County property after the Departure Date shall be considered abandoned. Guest shall be responsible for all costs associated with any trespass or abandonment, including, but not limited to, costs for towing, storage, court costs, and attorney fees.
- 8. Late check-outs are not permitted and guests remaining after 10AM on Departure Date will be subject to trespass laws.

# **ARRIVAL & DEPARTURE**

9. <u>Check-in</u> Monday -Friday between 11AM and 3 PM in the Routt County Fairgrounds office located in the Exhibit hall. After hours or arrivals on Saturday and Sunday are by appointment only.

<u>Check-out</u> is at or before 10:00 AM on the Departure Date. Failure to check-out on time will result in late charges as well as the possibility of RV being towed at owner's expense. Late charges are double the daily base rate.

## **RV SITE VEHICLES**

- One self-contained RV per campsite. Each RV is allowed one vehicle to be parked in designated parking only. Any vehicles on County property not registered with the County are subject to towing, at owner's expense.
- 11. RV and vehicle must have current registration and insurance.

### **RV SITE**

- 12. Guests are responsible for keeping water hose from the water connection to their RV thawed at all times.
- 13. Routt County is not responsible for water past the spigot or damages resulting from guest's connection to the water supply.
- 14. County shall be responsible for utilities only to the point of connection and will not be responsible for function of pipes, conduits, wires, or otherwise from such point of connection to RV. Guests shall not make any alteration to any utility connections provided by the County.
- 15. Any Guests, their children, invitees or pets who become a nuisance will be asked to leave and may be trespassed from the property.
- 16. County is not responsible for any theft of guest property, nor for any damage caused by natural causes (e.g. falling trees), nor for any damage, including, but not limited to, spoilage of refrigerator/freezer contents in the event of a power outage.
- 17. All activities in the RV Park and at the Fairgrounds are done at the individual's own risk and County will not be responsible for injury to guests or for loss of money/valuables of any kind.
- 18. County is responsible for snow removal in the asphalt area of the RV Park. Guest is responsible for snow removal on their site including a path from the asphalt to the electrical pedestals, water and sewer connections.
- 19. Campfires: Fires are not allowed unless express permission is confirmed by Fairgrounds Manager or approved staff member. Fairground Manager will approve or deny based on current regional fire restrictions, fire pit/containment type and occupancy of RV Park. All fires must be contained inside approved fire containers. Campfires must be kept –knee-high or below and not left unattended. Fire containers must not be used to dispose of cans, bottles or other household trash.
- 20. Quiet hours are from 10PM to 7AM daily. Noise violations may result in cancellation of RV Site reservation and guest will forfeit any and all rental fees. Loud music is not permitted at any time.
- 21. Truck mounted-campers cannot be removed from truck.
- 22. Tent camping is not permitted.
- 23. Adult supervision is required for each RV site. Parent/Guardians are responsible for the actions and behavior of their children at all times.
- 24. No sub-leasing.

- 25. Vehicle repairs shall be limited to only minor emergency repairs to enable moving of the RV or vehicle to a proper repair facility.
- 26. RVs and personal vehicles shall be in good operating order and shall not be leaking any fluid onto RV site or County property.
- 27. Washing of RV or personal vehicle is not permitted anywhere on County property.
- 28. Ground disposal of any water, including waste water, is prohibited.
- 29. RVs must be in good condition and well maintained.
- 30. RV Sites shall remain neat and orderly. Storage of any materials on County property is prohibited.
- 31. Trash shall not be set out overnight or left in RV Site. All trash must be placed in the bear proof dumpster.
- 32. Alterations to RV sites are prohibited. Outside clothes lines are prohibited.
- 33. Drones are prohibited.
- 34. Smoking is permitted at individual sites only. Please be considerate of other guests.
- 35. Any type of fencing or barrier is prohibited.
- 36. No illegal activity will be tolerated.

#### PETS

- 1. Pets are allowed but must be kept on a leash at all times. Pets are not to be left unattended.
- 2. All pets must be registered with Fairgrounds staff.
- 3. Pets must not be a threat or a nuisance. Aggressive or barking dogs will not be allowed to remain at the RV Park or County property.
- 4. Pets must not be permitted to dig or otherwise damage or destroy RV Park or County property.
- 5. Pet waste must be cleaned up immediately. Waste material must be placed in plastic bags, tightly sealed, and removed to trash dumpster. This rule applies anywhere within the County property.
- 6. Guests are responsible for any damage done to person(s) or property by the pet.

### **DAMAGE TO SITE:**

Guest shall leave the site in as good a condition at the end of use as it was at the beginning of such use. Guest shall also be responsible for the costs of any cleaning or repair to the site or any County property resulting from their use or that of their guests. In the event that County is required to clean or repair damage which is the responsibility of the Guest, County shall be entitled to recover such costs from Guest.

### LIABILITY:

The use of County facilities is at the user's own risk. Guests are responsible for their visitors/invitees. County assumes no responsibility or liability for the safety and security of

guests/visitors, or invitees. County is not responsible for loss or damage to RV or guests' property due to theft, vandalism, fire, any casualty, or act of God. Registered guests and all other users of this property expressly assume all risk of such loss or damage and must carry their own insurance.

# **DISCLAIMER:**

County provides its services, including but not limited to its sites, utilities, and amenities on an "as is" basis and makes no representations or warranties of any kind, either express or implied. By staying at or using County facilities, you agree to these terms and that under no circumstances will County be liable for direct, indirect, incidental or any other type of damages resulting from your use of any part of the County property. This includes, but is not limited to, loss or injury caused in whole or in part by County negligence or things beyond County control.

### **INDEMNIFICATION:**

Guest shall indemnify and hold County harmless from any and all claims, demands, damages, costs and expenses, including reasonable attorney fees for the defense thereof, for injury to person, loss of life or damage to property arising from the occupancy or use of the site, including by Guest's agents and invitees, occurring in or about the site and any part of County property. In case of any action or proceeding brought against County by reason of any such claim, upon notice from County, Guest covenants to defend such action or proceeding by counsel reasonably satisfactory to County.

Attorney Fees: In the event either party to this agreement brings suit to enforce or interpret any portion of this Agreement, the party substantially prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorney fees.

Venue and Choice of Laws: This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties agree that venue in any action to enforce or interpret this agreement shall be in the District Court in the Fourteenth Judicial District for the State of Colorado.

# **RESERVATION OF RIGHTS:**

County reserves the right to amend these rules without prior notice to guests. County, at its discretion, reserves the right to refuse entry to RV Park to any person and to terminate this agreement at any time without a refund. County also reserves the right to refuse to accommodate current and returning guests that have violated our rules and regulations and/or have vacated the RV Park without paying all fees.