

**TEMPORARY COVID-19 MITIGATION REVOCABLE LICENSE
BETWEEN
THE CITY OF STEAMBOAT SPRINGS
AND**

BUSINESS NAME: _____ (“Licensee”)

ADDRESS: _____ (“subject property”)
Steamboat Springs, CO

The City of Steamboat Springs, a Colorado home rule municipality (“City”), hereby grants this temporary COVID-19 mitigation revocable license (hereafter “License”) upon the review of the City and the signature of both Licensee, as owner or tenant of the subject property, and the City Manager.

This document shall be evidence of the issuance of that same License and the terms and conditions thereof. By virtue of the revocable license, the Licensee shall be permitted to occupy that portion of the City’s right-of-way for purposes of outdoor restaurant seating as shown on Exhibit "A" attached hereto. Licensee further agrees to abide by all terms and conditions attached hereto as Exhibit “B”.

The Licensee, and each partner individually, jointly and severally, shall be responsible for the safe operation of its business in the City’s right-of-way, including the safety of its staff and customers, adherence to all state and county public health orders, and the maintenance of its facilities. Any personal injury or property damage, or other injury or damage arising from, associated with, or caused by Licensee’s use of the City’s right-of-way or the issuance of this License, is the exclusive responsibility of the Licensee, and the parties agree that no liability shall accrue to the City under any circumstance.

The Licensee hereby agrees to indemnify, defend, protect and save harmless the City, its officers, agents and employees from and against all claims, suits, actions, liability, loss, damage, attorneys fees and court costs, and expense arising from, associated with, or caused by the use of the City’s right-of-way or the issuance of this License. Licensee shall furnish to the City evidence of general liability insurance concerning its business. Said insurance shall be for a sum of not less than \$1,093,000, and the policy shall be effective for the term of the license. Said policy shall provide that it may not be cancelled except upon 30 days notice to the City. Owner shall provide proof of insurance via certificate naming the City of Steamboat Springs as an additional insured upon execution of this agreement.

This License shall be issued for a term beginning with the date of issuance of this License for use of the City’s right-of-way and terminating September 12, 2020 unless extended by the City by written notice. This license is revocable by the City of Steamboat Springs at its pleasure and without notice.

The Licensee hereby acknowledges that the nature of the encroachment into the City’s right-of-way is temporary and capable of removal. Licensee further covenants and

agrees that upon the termination or withdrawal of the License that Licensee will promptly remove all of its personal property and restore the City's public right-of-way to the condition it was previous to the granting of this License .

The Licensee hereby agrees and understands that the City, the City's agents, utility providers, and the utility providers agents have the right to locate facilities in the City's public right-of-way and may have cause to interrupt Licensee's usage including moving Licensee's personal property to maintain or construct their facilities, and the City and utilities may do so at any time. Licensee hereby agrees that if Licensee intends to serve alcohol in the City's right-of-way, that it will abide by all applicable state and City rules and regulations concerning liquor licensing and Licensee shall obtain any permits or permissions related thereto prior to using the City's right-of-way for such purposes.

The Licensee acknowledges and agrees that the City allows utility providers and other Licensees to locate in the City's right-of-way. Licensee agrees not to dismantle or otherwise alter the utility provider or other Licensee's facilities.

This Agreement is intended by the parties to be a covenant running with and burdening the Property. The obligations of this Agreement shall apply to Licensee and Licensee's heirs, successors, and assigns to the Property. This Agreement shall be recorded pursuant to the provisions of Colorado statutes and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Agreement. Taking title to all or a portion of the Property shall be considered affirmative consent to be bound to the provisions of this Agreement.

CITY OF STEAMBOAT SPRINGS

Gary Suiter
City Manager

ATTEST:

Julie Franklin
City Clerk

LICENSEE

Signature

Printed Name

Title