

City of Gunnison

License Agreement Procedures

The City of Gunnison recognizes the possible need for citizens to be licensed to use public property. Recognizing this need and the liability that it might create for the City, the City has a License Agreement that the LICENSOR (City of Gunnison) and the LICENSEE (the person requesting to use the public property) enter into. Following are the procedures for the implementation of this agreement:

- A. The applicant shall submit a letter to the Community Development Department stating their request and a site plan showing dimensions and elevations of the structure or item to be licensed within the City's right-of-way. Proof of insurance is required with the City named as an additional insured with the coverage limits shown in the attached sample license agreement.
- B. The application will be reviewed by the Community Development Department. The applicant may be contacted for any additional information the Community Development Director deems necessary.
- C. The license agreement will then be put on the City Council agenda for the next regularly scheduled work session. The Community Development Director will make a recommendation to City Council to either approve or deny the request. If approval is recommended conditions may apply.
- D. At the work session, if the City Council deems the license agreement to be complete, the request will be placed on the agenda for the next regularly scheduled meeting for a motion to either approve or deny the license agreement.
- E. After City Council has taken action on the license agreement, if approval has been granted, the Community Development Department will notify the applicant of the approval, including any conditions. The Mayor will sign the agreement and the applicant will be required to sign as well. The applicant will receive a copy of the signed agreement.
- F. If the agreement is denied the Community Development Department will notify the applicant.

LICENSE AGREEMENT

THIS AGREEMENT, executed in duplicate by and between The City of Gunnison, Colorado, a municipal corporation, hereinafter referred to as Licensor (“**LICENSOR**”), AND _____ hereinafter referred to as Licensee (“**LICENSEE**”).

WITNESSETH, that, for and in consideration of **LICENSEE’S** promise to hold **LICENSOR** harmless as against claims of the public, evidence of which is incorporated hereto, and in consideration of other mutual promises recited herein, **LICENSOR** and **LICENSEE** hereby agree as follows:

1. **Temporary Nature.** Both parties hereto agree that anything licensed hereunder is by definition deemed to be temporary in nature. The **LICENSEE** further agrees, that in the event **LICENSOR** demands removal of the subject of this License from public property, not to protest such decision in any manner.
2. **License to Use Public Property.** **LICENSEE** shall be, and hereby is, given a certain license to use certain public property, all of which such property is described in Exhibit “A” attached and incorporated hereto by this reference. Said Exhibit is initialed by the parties and bears even date herewith, upon the terms, conditions and limitations set forth in Exhibit “A”, for the following purposes, to wit:
3. **Repair and Maintenance.** In the event that **LICENSEE** hereby shall have been given permission to situate improvements on or affix them to the aforesaid real property, **LICENSEE** shall keep said improvements in good repair, and shall maintain them with such reasonable regularity and by such reasonable means and in such reasonable manner as to prevent them from being or becoming unsightly or otherwise detractive in general appearance of adjacent property or of all property within the City, generally.
4. **Indemnity, Insurance.** By execution hereof, the **LICENSEE**, for itself and its heirs, successors, representatives, and assigns, hereby agrees to indemnify and save harmless the **CITY**, and its officers, agents, and employees, against any and all claims for personal injury or property damage, including reasonable attorney’s fees arising out of or connected in any way with the **LICENSEE’S** use of the **CITY’S** property to this license.

LICENSEE hereby gives to the **CITY** its assurance and promise to hold **CITY** harmless from any and all liability arising from harm to the public, whether in the form of property damage or bodily injury resulting from the erection and placement of the aforesaid improvements upon public property, or the use of the public property by **LICENSEE**. The **LICENSEE** also shall carry liability insurance to protect the public from injuries sustained by reason of the erection of and placement of the aforesaid improvements or use of the public property, and the coverage limits thereof shall be at least \$350,000.00 for property damage or bodily injury, including death, per person, and \$900,000.00 for property damage or bodily injury, per occurrence. The **CITY** shall be named as an additional insured on said policy of insurance and be provided with a certificate evidencing compliance with this requirement. Upon written notice by the **CITY** to the **LICENSEE** of a change in the limits of governmental liability pursuant to the “Colorado Governmental Immunity Act” (C.R.S. 24-10-101, et. seq.) or any other similar or successor legislation, **LICENSEE** shall, within twenty days of such notice, obtain and provide proof of insurance complying with the change in liability limits. The **LICENSEE** also shall provide such certificates annually or otherwise, as the case may be, for any and all renewals or extensions of the terms of such coverage.

5. **Forfeiture, Removal.** If and whenever the **LICENSEE** shall have refused or otherwise failed to hold **LICENSOR** harmless and carry insurance as provided hereinabove, or whenever the City Council shall have determined that said public property or any portion thereof is needed by **LICENSOR** for other purposes, then, in that event, the privileges granted hereby to the **LICENSEE** automatically shall terminate. In that event, the **LICENSEE** upon written demand by **LICENSOR** shall cause said improvements to be removed from public property at its own expense within a reasonable time period indicated in the notice. If **LICENSEE** shall have refused or otherwise failed to cause said improvements to be removed within a reasonable time after receipt of written demand therefore by **LICENSOR**, then in that event, **LICENSOR** shall have the

