

License Agreements

CITY OF GUNNISON DEVELOPMENT ASSISTANCE PACKET

This Development Assistance Packet has been prepared for your convenience and assistance in processing land use applications in the City of Gunnison. You should note that this Development Assistance Packet contains excerpts from the *City of Gunnison Land Development Code* and or *City of Gunnison Municipal Code*. Please be advised that the Codes are amended from time to time and such amendments may not be included within the Development Assistance Packet. The Community Development Department updates the assistance packets as time allows. If you are uncertain of a Code requirement, please don't hesitate to contact the Community Development Department for verification.

Prepared by the City of Gunnison Community
Development Department (970) 641-8090

To access the City Website go to: www.gunnisonco.gov

The Community Development Department Planning Page can be
found at:

<http://www.gunnisonco.gov/departments/planning/index.php>

City of Gunnison

License Agreement Procedures

All use of public rights-of-way for private use purposes requires a Revocable License Agreement that is approved by the City of Gunnison. The City recognizes the desire for citizens and the benefit in certain locations to use the public rights-of-way as well as the liability that it might create for the City. A License Agreement between the LICENSOR (City of Gunnison) and the LICENSEE (the person requesting to use the public property) protects the City from being liable for injuries caused by personal property within the public rights-of-way. A Certificate of Liability Insurance is required that lists the City of Gunnison as an Additional Insured.

Physical improvements within the public rights-of-way for private purposes are subject to the standards and conditions established by the *City of Gunnison Municipal Code*, Title 9, Chapter 9.40. Permanent features, such as any structural element of a building (deck, canopy, awning, etc.) requires approval by the City Council. Sidewalk Café Seating proposals are also reviewed and approved by Council.

Applicants who are requesting to place a sign (hanging or projecting), a sandwich board sign, merchandise displays, fences or any temporary feature are subject to review and approval by the City Manager or designee.

The procedures for implementation of a License Agreement are as follows:

- A. The applicant shall submit the attached application and applicable attachments to the Community Development Department, that includes proof of insurance with the City listed as an Additional Insured. A sample License Agreement is attached that shows the minimum coverage amounts required by Colorado State Statute
- 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. For applicants requesting permanent features, the Community Development Director or designee will schedule a work session and/or regular meeting and make a recommendation to City Council. City Council will review the request and either approve or deny the request.
- D. All temporary or other public rights-of-way requests will be recommended to the City Manager to either approve or deny the request.
- E. If approval has been granted, the Community Development Department will notify the applicant of the approval, including any conditions. The City Manager or 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 Application

Applicant Information

Name:					
Address 1:					
Address 2:					
City:		State:		Zip Code:	
Telephone Number:					
Email Address:					

Request Information

Property address adjacent to the public right-of-way request:				
Which of the following uses within the public right-of-way are you requesting:				
Merchandise Display:	Sandwich Board Sign:	Permanent Feature: (deck, canopy, etc.)	Sidewalk Café Seating:	Other request:
Please describe how the public rights-of way will be used and proposed materials of permanent features (if applicable).				

Required Attachments

Certificate of Liability Insurance (with City of Gunnison listed as an Additional Insured):	
<u>For Permanent Features Only</u> : Proof of Ownership (can be obtained from the Assessor's Office):	
<u>For Permanent Features and Sidewalk Café Seating Only</u> : Elevation Drawings and Site Plan of Request:	

Signature _____

Date _____

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 (Applicant), at (Applicant Address), 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:

To place and maintain a (This section includes a brief description of the request and will be completed by the Community Development Department).
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 right to remove the improvements or cause them to be removed, and **LICENSEE** shall be liable to **LICENSOR** for its costs therein.
6. **Privileges Personal to License.** This License is personal to the **LICENSEE**, and the privileges herein granted shall not inure to or for the benefit of the **LICENSEE's** successors or assigns.
7. **Snow Removal.** The use of licensed area shall not interfere with snow removal operations by **LICENSOR** on the City streets. **LICENSEE** shall be responsible for removing all snow from the licensed area in such fashion and manner as not to interfere with City traffic or to violate any City ordinance then in effect.

8. **Entirety of Agreement, Modifications.** The making, execution and delivery of this agreement by the **LICENSEE** has been induced by no representations, statements, warranties, or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understanding, written or oral, in effect between the parties, relating to the subject matter thereof.

This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

IN WITNESS WHEREOF, the parties hereunto affix their respective signatures on the dates appearing opposing thereto:

THE CITY OF GUNNISON, COLORADO, **LICENSOR**

(Mayor or City Manager / Designee)

DATE: _____

ATTEST:

(SEAL)

City Clerk



(Applicant Name), **LICENSEE**

(Applicant Name), Owner

DATE: _____

STATE OF COLORADO)
) **SS.**
COUNTY OF GUNNISON)

The foregoing License Agreement was subscribed to me this _____ day of _____, 2017, by _____, Licensee.

My Commission Expires: _____

WITNESS my hand and official seal:

(SEAL)

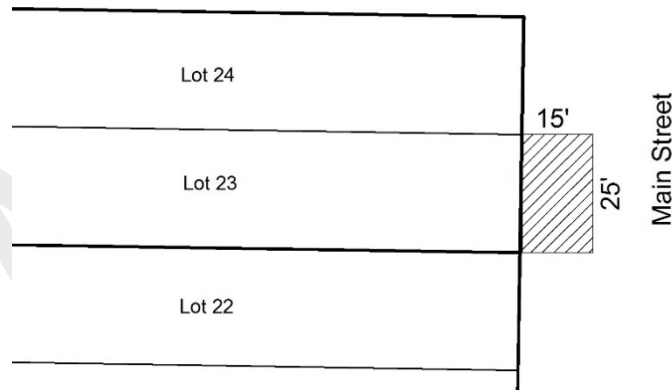
Notary Public

EXHIBIT "A"

To that certain License Agreement
Between
The City of Gunnison, Colorado, LICENSOR,
and
(Applicant Name), LICENSEE,
(Applicant Address)
Which License Agreement is dated: (Effective Date)

THE REAL PROPERTY which the Licensee is permitted by the aforesaid License Agreement to use, is described more particularly as follows:

(Legal Description of the public rights-of-way that will be used by the applicant.) Sample: *A portion of the Main Street right-of-way adjacent to the east line of Lot 23, Block 21, Original Gunnison, beginning at the northeast corner of said lot, thence south 25 feet along said lot to the southeast corner, thence east 15 feet, thence north 25 feet, thence west 15 feet to the point of beginning.*



SUBJECT TO:

1. Compliance with the *City of Gunnison Municipal Code*, Title 9, Chapter 9.40, Use of Public Rights-Of-Ways for Private Purposes and Section 4.8, Signs within the *City of Gunnison Land Development Code*.

Initialed by LICENSOR: _____ Date: _____

Initialed by LICENSEE: _____ Date: _____