

## 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:

Removal of Snow plowed into an existing windrow or curb area that is picked up by the City.

*(DELETE SECTION IF OTHER LICENSE TYPE IS REQUESTED)  
City approved storage is allowed for streets designated for windrow plowing based on the current Public Works Snow Removal Plan. LICENSEE or their designee may plow snow utilizing the same storage method as the City of Gunnison. LICENSEE will incur fees as outline in section “A”. (This section will specify which street rights-of-way windrow or method the snow will be plowed into).*

Temporary storage within the street right-of-way

*(DELETE SECTION IF OTHER LICENSE TYPE IS REQUESTED)  
Temporary storage of snow and ice by LICENSEE, pending the immediate removal by LICENSEE or their designee. Temporary storage shall not interfere with the movement of vehicles, unless in extreme weather conditions when prior arrangements are made with public works and police department to coordinate lane restrictions or road closures.*

3. **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 storage and placement of the aforesaid snow and ice 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 storage of snow and ice 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 snow and ice storage is detrimental to the public safety or public interest, the privileges granted hereby to the **LICENSEE** automatically shall terminate. In that event, the **LICENSEE** upon written demand by **LICENSOR**, shall immediately stop the use of snow and ice storage. If **LICENSEE** shall have refused or otherwise failed to stop use of public right of way after receipt of written demand therefore by **LICENSOR**, then in that event, **LICENSOR** shall have the right to remove the snow and ice accumulations, and **LICENSEE** shall be liable to **LICENSOR** for its costs therein. **LICENSEE** may also be subject to criminal prosecution under Gunnison Municipal Ordinance 9.50.010 for any actions following receipt of written notice to terminate.
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. **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**

\_\_\_\_\_  
(City Manager / Designee)

DATE: \_\_\_\_\_



(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 \_\_\_\_\_, 201\_\_, 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:

Sample:

*200 Block W Tomichi Ave, center line used for windrow storage by City of Gunnison.*

**OR**

*200 Block W Virginia, along south curb line, snow to be removed by LICENSEE.*

**(A MAP WILL BE INSERTED INDICATING THE RIGHT-OF-WAY AREA BEING USED)**

**SUBJECT TO:**

1. All Windrow Storage to be removed by the City of Gunnison shall pay an annual fee:

Fees are based on the average of the prior three-year snowfall as recorded by the National Weather Bureau and the size of the parking lot or private area being plowed. Fees are calculated as follows:

$(\text{Annual Snowfall} / 36) \times (\text{square yardage of lot}) = \text{cubic yard}$

$(\text{Fee set by council}) \times \text{cubic yard} = \text{annual fee}$

The below sample is based on a large parking lot 40 yards by 40 yards:

$(54/36) \times 1600 \text{ square yardage} = 2,400 \text{ cubic yards}$   
 $(\$3.00) \times 2,400 \text{ cubic yards} = \$7,200 \text{ annual fee}$

Removal of Snow plowed into an existing windrow or City method

Temporary storage within the street right-of-way

Removal of Snow plowed into an existing windrow or City method

2. All snow that is plowed into the City right-of-way windrow shall be free from trash debris.

OR

**SUBJECT TO:**

Temporary storage within the street right-of-way

1. All snow that is plowed into the City right-of-way street for temporary snow storage shall be free from trash debris.
2. Snow shall be removed within 24 hours of being plowed into the street.
3. Snow shall be loaded immediately to prevent closure of alley in an emergency.
4. The alley shall only be blocked with equipment after 12 PM (noon) on weekdays.

Initialed by LICENSOR: \_\_\_\_\_ Date: \_\_\_\_\_

Initialed by LICENSEE: \_\_\_\_\_ Date: \_\_\_\_\_