

**REVOCABLE LICENSE AGREEMENT BY AND BETWEEN THE CITY OF  
CENTRAL AND \_\_\_\_\_ FOR RETAIL USE OF A PORTION OF THE  
PREMISES LOCATED AT 103 EUREKA STREET**

**1.0**    **PARTIES.** This Revocable License Agreement (the “Agreement”) is entered into by and between the **CITY OF CENTRAL, COLORADO**, a Colorado home rule municipal corporation, (the “City”) and \_\_\_\_\_, a Colorado \_\_\_\_\_ [insert entity] (the “Licensee”).

**2.0**    **RECITALS AND PURPOSE.**

- 2.1.    The City is the owner of certain property located at 103 Eureka Street, City of Central, Gilpin County, Colorado 80427 (the “Visitors Center”).
- 2.2.    The Licensee is not an existing business operating within the City and desires to use a portion of the Visitors Center, specifically the second floor of the Visitors Center, not including the landing area between the first and second floor or any part of the stairway (the “Licensed Premises”) for retail sale of goods and/or services to the public.

**3.0**    **TERMS AND CONDITIONS.**

- 3.1.    Grant of Revocable License. The City hereby grants to the Licensee a revocable license for the occupation of the Licensed Premises for retail purposes and sale of goods and/or services to the public.
- 3.2.    Licensee Obligations.
  - 3.2.1.    The Licensee agrees to conduct retail activities at the Licensed Premises with at least one (1) employee present for no less than (twenty) 20 hours each week during the Term of this Agreement.
  - 3.2.2.    The Licensee is obligated to apply for and obtain all necessary permits and approvals, pay all required fees and taxes, and comply with all applicable laws.
  - 3.2.3.    Licensee agrees and covenants to keep the Licensed Premises in good repair and condition during the term of this Agreement and occupation of the Licensed Premises, at Licensee’s cost and expense, including the setup and removal of any works of art, furniture, equipment, or personal property of Licensee (collectively, “Licensee Property”).
- 3.3.    Access. The Licensee shall have access to the Licensed Premises during the regularly scheduled business hours of the Visitor Center, as those regularly scheduled business hours may change from time to time. Any proposed use of the Licensed Premises outside of such hours shall not be allowed unless approved in

advance and in writing by the City Manager or his or her designee. The Licensee shall use best efforts to set-up or break down the displays or other Licensee Property outside of the normal business hours of the Visitors Center, with the advance written consent as to date(s) and time(s) of such Licensee activities having being given by the City Manager or his or her designee.

- 3.4. Term and Termination. This Agreement is effective as of its mutual execution by both parties hereto (the “Effective Date”) and shall continue for a period of fifteen (15) months from the Effective Date (the “Term”).
  - 3.4.1. City Termination: The City may terminate this Agreement at any time upon providing written notice to Licensee. Except in the case of a public safety emergency or where a shorter period of time is justified due to the circumstances, the Licensee shall not be required to remove Licensee Property from the Licensed Property within less than thirty (30) days advance notice to the Licensee.
  - 3.4.2. Licensee Termination: The Licensee may terminate this Agreement at any time by delivery of not less than sixty (60) days written notice of termination to the City. The City may agree in writing to Licensee termination of this Agreement by less than sixty (60) days written notice. The Parties recognize and agree that the Licensee shall be responsible for any and all costs related to removing the Licensee Property from the Licensed Premises, and the Licensee shall leave the Licensed Property in the same condition as prior to the beginning of the Term of this Agreement. To the extent the City incurs any costs related to the termination of this Agreement, including but not limited to cleaning or janitorial costs (“Termination Costs”), Licensee shall reimburse the City for any and all such costs. If not paid within thirty (30) days of the date that the City notifies Licensee of the Termination Costs, any outstanding amounts shall bear interest at the rate of twelve percent (12%) per annum.
- 3.5. Administrative and Maintenance Costs. Licensee shall remit to the City, as a fee for City administrative and maintenance costs associated with this Agreement, four percent (4%) of net sales revenue resulting from Licensee’s occupation of the Licensed Property (the “Administrative Fee”). Licensee shall remit the Administrative Fee to the City Manager by the fifth day of each month for the previous month, along with a report reflecting sales occurring in the prior month as a result of Licensee’s occupation of the Licensed Property.
- 3.6. Modification of Licensed Premises. The Licensee shall obtain written approval for any remodel, construction, relocation, modification, demolition, alteration of any kind to the Licensed Premises.
- 3.7. Indemnification and Liability.

- 3.7.1. The Licensee expressly agrees to, and shall, indemnify and hold harmless the City and any of its officers, agents, or employees from any and all claims, damages, liability, or court awards, including costs and attorney's fee that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any omission or act of commission by the Licensee or any of its employees, agents, partners, or lessees, in connection with this Agreement and/or use of the Licensed Premises.
- 3.7.2. The Licensee agrees that it will never institute any action or suit at law or in equity against the City or any of its officers or employees, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, or compensation for or on account of any damages, loss, or injury either to person or property, or both, known or unknown, past, present or future, arising as a result of or in connection with this Agreement and/or use of the Licensed Premises.
- 3.7.3. The Licensee agrees that the City is not liable, and will not assume any liability, responsibility, or costs for any damage, maintenance, or repair of any Licensee Property erected or maintained by the Licensee under this Agreement.
- 3.8. The Licensee agrees to procure and maintain, at its own cost, a policy or policies of insurance protecting against injury, damage or loss occurring on the Licensed Premises in the minimum amount of one million dollars (\$1,000,000.00) per occurrence. Such policy or policies shall name the City as an "additional insured". However, the Licensee's failure to take such steps to insure the premises shall not waive, affect, or impair any obligation of the Licensee to indemnify or hold the City harmless in accordance with this Agreement. The Licensee agrees to procure and maintain, at its own cost, a policy or policies of insurance insuring the Association Property, in an amount or amounts as determined reasonable by the Licensee. The City shall have no liability whatsoever for any damage or loss to the Association Property.
- 3.9. On or before the Effective Date, the Licensee shall provide to the City a deposit in the amount of two-thousand dollars (\$2,000), to be held until the expiration of the Term of the Agreement or termination pursuant to Section 3.4 above. The deposit may be credited towards Termination Costs and any other costs incurred in restoring the Licensed Premises to its condition prior to the Effective Date.
- 4.0 **ASSIGNMENT.** This Agreement shall not be assigned by the Licensee without the prior written consent of the City, which may withhold its consent for any reason.
- 5.0 **NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if

sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

If to City to:

City of Central  
Attention: City Manager  
141 Nevada Street  
P.O. Box 249  
Central City, CO 80427

If to Licensee to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 6.0 INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. Invalidation of the Agreement in its entirety shall revoke any authorization, whether explicit or implied, to the Licensee’s continuing use and occupancy of the Licensed Premises.
- 7.0 GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Colorado and venue for any action arising under this agreement shall be in the appropriate court for Gilpin County, Colorado.
- 8.0 WAIVER OF BREACH.** A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
- 9.0 BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
- 10.0 UNDERLYING INTENT AND SCOPE.** It is the intent of this Agreement that the City shall incur no cost or expense attributable to or arising from the erection, maintenance, or operation of the Licensee Property and the occupation of the Licensed Premises permitted

by this Agreement and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the occupation shall be borne by the Licensee. This Agreement does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this Agreement shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.

**11.0 AUTHORITY TO BIND PARTY.** The undersigned persons represent that they are expressly authorized to execute this Agreement on behalf of the Parties and to bind their respective Parties and that the Parties may rely upon such representation of authority.

**CITY OF CENTRAL**

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_, 20\_\_

*ATTEST:*

By: \_\_\_\_\_  
City Clerk

**LICENSEE:** \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of signature: \_\_\_\_\_, 20\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

Witness my hand and official seal.

\_\_\_\_\_

Notary Public