REVOCABLE PERMIT AGREEMENT

BETWEEN

TOWN OF OAK CREEK

AND

TOUR DE STEAMBOAT

This Revocable Permit ("Permit") is entered into this ____ day of _____, 2023 by and between the Town of Oak Creek, Colorado ("Town") as owner of the dedicated streets and alleys within the Town of Oak Creek, County of Routt, State of Colorado ("Town Property"), and Tour de Steamboat, a Colorado non-profit corporation ("Permittee") as user of Town Property.

The Town hereby grants a revocable permit to the Permittee to host the Tour de Steamboat Event (hereinafter "Event") for a period beginning July 14, 2023 and ending July 15, 2023 to Permittee on Town Property. By virtue of this Permit, the Permittee shall be permitted to use and encroach onto the Town Property for Event related uses subject to the terms and conditions of this Permit.

The Permittee, and each partner, employee or individual, jointly and severally, shall be responsible for the maintenance of the encroachment. Any personal injury or property damage, or other injury or damage arising from, associated with, or caused by the use, maintenance, repair or existence of the use or encroachment, or the issuance of this Permit, is the exclusive responsibility of the Permittee. To the fullest extent permitted by law, the Permittee agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Event, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Permittee or any subcontractor of the Permittee, or any officer, employee, volunteer or agent of the Permittee or any subcontractor, or any other person for whom Permittee is responsible. The Permittee shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Permittee's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

Permittee shall furnish the Town a certificate of insurance for the Event evidencing liability insurance with combined single limits of $1,000,000 each occurrence and $2,000,000 aggregate, include the Town, its officers and its employees on a primary and non-contributory additional insureds basis, and provide that liability insurance policies may not be cancelled except upon no less than thirty (30) days written notice to the Town.

This Permit shall be issued for a term beginning no sooner than July 14, 2023 and terminating July 15, 2023 and shall not be renewed unless an extension is approved prior to the Event by the Town's Board of Trustees. This Permit is revocable by the Board of Trustees or their designee at its pleasure with written notice to the Permittee.

The Permittee hereby acknowledges that the use and encroachment is temporary. Permittee further covenants and agrees that upon the withdrawal or revocation of the Permit at the pleasure of the Board of Trustees that they will remove the encroachment and restore the Town property to the condition it was previous to the granting of this Permit.

TOWN OF OAK CREEK, COLORADO

_____
David Torgler
Town Administrator/Clerk

PERMITTEE
TOUR DE STEAMBOAT
A Colorado non-profit corporation

BY:_____
Name: Katherine Lindquist
Title: Tour de Steamboat – co-director