REVOCABLE PERMIT AGREEMENT

BETWEEN

TOWN OF OAK CREEK

AND

CITY OF STEAMBOAT SPRINGS

This **Revocable Permit** ("Permit") is a contract and is entered into this ___ day of _____, 2023 by and between the Town of Oak Creek, Colorado ("Town") as owner of the Oak Creek Mountain Park (OCMP), Oak Creek, Colorado, ("Town Property"), and the City of Steamboat Springs ("Permittee") for use of existing trails located at OCMP and referred herein as "Permitted space" to hold a mountain bike race on July 10-13, 2023 as described herein.

Compensation: There will be no compensation paid for this event sponsored by another Routt County municipality.

Deposit: the Permittee(s) shall provide a cash deposit to the Town in the amount of $250.00 that the Town will use to clean-up the Permitted space, parking areas, and property nearby or adjacent to the Permitted space; to remove equipment, remove trash/litter and remove any property of the Permittee(s), Permittee employees, or any person or business associated with the Permittee, upon ten (ten) days written notice to the Permittee. Town will use deposit to remove rubbish, litter and debris and/or to restore damage(s) to the Permitted space, parking areas and property nearby or adjacent to the Permitted space.

Use: The Town hereby grants a revocable permit to the Permittee to use a portion of the above described property as shown on a site plan "Attachment A" to this Permit, herein this Permit referred to as "Permitted space", for a **Town Challenge Mountain Bike Race** and associated activities on July 10-13, 2023. The Permittee shall limit the number of racers to 100 participants. Permittee shall provide two (2) additional port-a-potties on site, at the location shown on Attachment A as "Trail Head", for use during the event. Permittee shall abide by the Town of Oak Creek Municipal Codes. Limited parking is available at the OCMP base, Oak Creek Ice Rink; along the north side of Nancy Crawford Blvd; and other nearby properties with permission from the property owners. Parking is not allowed on RCR 49Z (except as shown on Attachment A), CR 27 (Twenty Mile Road), in private driveways, and anywhere on the OCMP property except as shown on Attachment A.

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Alcohol:

Pursuant to Municipal Code, consumption of alcohol is prohibited in any Town owned park, recreation area, recreation trail or recreation structure except as specifically provided, including:

1. By permit(s) approved by the Town Board AND by the Routt County Board of County Commissioners for any Town parks located outside the Town limits including OCMP. Approval of this revocable permit by the Town Board will be permission for the consumption of alcohol in OCMP associated with the Town Challenge on the dates specified within this contract by the Town Board, contingent upon approval by the Routt County Board of County Commissioners.

2. No alcoholic beverages in glass containers are allowed within any park or recreation area.

3. No kegs are allowed without a Special Event Permit

Liability and Insurance: The Permittee shall be responsible for the maintenance and site maintenance services at the Permitted space on July 10-13, 2023. 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.

Term: This Permit shall be issued for July 10-13, 2023 and shall be effective only on these days. This Permit is revocable by the Town of Oak Creek's Board of Trustees at its pleasure with written notice to the Permittee.

The Permittee hereby acknowledges that the Permitted space use is revocable by the Town Board. 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 anything not owned by the Town of Oak Creek and restore the Town property to the condition it was previous to the granting of this Permit including, and not limited to, removal of any and all structures, fixtures, equipment and commercial property not owned by the Town but lying within, nearby and/or adjacent to the Permitted space.

TOWN OF OAK CREEK, COLORADO

_____
Nikki Knoebel, Mayor

Attest:

_____
David Torgler
Town Administrator/Clerk

PERMITTEE(S)

_____
City of Steamboat Springs, City Manager

STATE OF COLORADO)
)ss
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by Gary Suiter, City Manager.

(S E A L)

_____
Notary Public

STATE OF COLORADO)
)ss
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by David Torgler, Town Administrator/Clerk.

(S E A L)

_____
Notary Public