REVOCABLE PERMIT AGREEMENT

BETWEEN

TOWN OF OAK CREEK

AND

MAYHEM RACING CHARITIES

This Revocable Permit ("Permit") aka "Contract" is entered into this ___ day of July, 2023 by and between the Town of Oak Creek, Colorado ("Town") as owner of that portion of Nancy Crawford Boulevard from Bell Avenue east to Sharp Street in the Town of Oak Creek, County of Routt, State of Colorado ("Town Property"), and Mayhem Racing Charities ("Permittee") concerning the following described parcel:

Nancy Crawford Boulevard from Bell Avenue east to Sharp Street in the Town of Oak Creek ("Permit Property").

The Town hereby grants a revocable permit to the Permittee for a period on Saturday, September 9, 2023 beginning at Noon and ending at 5:00 p.m. to close Nancy Crawford Boulevard from Bell Avenue east to Sharp Street for a car show, named "Code4 Rally" and up to two food vendors on the Permit Property. By virtue of this Permit, the Permittee shall be permitted to use the Town Property subject to the terms and conditions of this Permit.

Liability and Insurance: The Permittee shall be responsible for the maintenance and site maintenance services. To the fullest extent permitted by law, and this Contract, the Permittee agrees to indemnify and hold harmless the Town of Oak Creek, 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 Permit, 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, 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 evidencing liability insurance concerning the Permitted space and associated premises with minimum limits of $1,000,000, including the Town, its officers and its employees, as primary, non-contributory additional

insureds, and provide that said insurance 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 September 9, 2023 and terminating September 9, 2023 and shall not be renewed unless an extension is approved by the Board of Trustees. The Permittee shall cooperate with the requirements as defined by the Town Public Works Director and Police Chief regarding the use, term of use signage or other requirements for use of the Town Property. This Permit is revocable by the Board of Trustees at its pleasure with written notice to the Permittee.

The Permittee hereby acknowledges that the use is a temporary use capable of cessation and removal of any equipment associated with the use. Permittee further covenants and agrees that upon the withdrawal of the Permit at the pleasure of the Board of Trustees that they will cease use and restore the Town Property to the condition it was previous to the granting of this Permit including removal of any and all structures and equipment of any kind or type within the Town Property.

TOWN OF OAK CREEK, COLORADO

_____
David Torgler
Town Administrator/Clerk

MAYHEM RACING CHARITIES

_____
BY: Christopher Saribekian
ITS: President

STATE OF COLORADO)
)ss
COUNTY OF ROUTT)

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

(S E A L)

_____
Notary Public

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____, Manager/Member, of Mayhem Racing Charities.

(S E A L)

_____
Notary Public