REVOCABLE PERMIT AGREEMENT

BETWEEN

TOWN OF OAK CREEK

AND

CLAIRE SCANLON

This **Revocable Permit** ("Permit") is entered into this ____ day of October, 2023 by and between the Town of Oak Creek, Colorado ("Town") as owner of Sharp Street, Oak Creek, Colorado, ORIGINAL TOWN OF OC ("Town Property") and Claire Scanlon ("Permittee") as Owners of Mica Gardenscapes for use of a portion of N. Sharp Street lying adjacent to 101 E. Main Street, as described herein, including the attachments hereto, and referred herein as "Permitted space" on October 21, 2023.

Compensation: Permittee shall compensate the Town $ ____0_____ per day for use of this land.

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 and property nearby or adjacent to the Permitted space; to remove equipment, remove structures and remove any property of the Permittee(s), Permittee employees, or any person or business associated with the Permittee, upon three days written notice to the Permittee. Town will use deposit to remove rubbish, litter and debris from the Permitted space and property nearby or adjacent to the Permitted space.

Use: The Town hereby grants a revocable permit to the Permittee for one (1) (number) day(s), to use a portion of the above described property and as shown on a site plan "Attachment A" to this Permit, herein this Permit referred to as "Permitted space", located immediately westerly of 101 E. Main Street, Oak Creek, Colorado, for the purposes stated in the Permittee's *Proposal: Use of Sharp Street for Oaktoberfest activities*, as delineated in the attached Attachment B and as stated herein. By virtue of this Permit, the Permittee shall be permitted to use Permitted space of the Sharp Street Right-of-Way shown on said Attachment A, on (date(s)) October 21, 2023 and subject to the terms and conditions of this Permit. Permittee shall not obstruct Town snow storage use or Town events. Permittee shall abide by the Municipal Codes.

Liability and Insurance: The Permittee shall be responsible for the safety of the general public, event participants, event volunteers and event employees. Any personal injury or property damage, or other injury or damage arising from, associated with, or caused by the construction, use, maintenance, repair or existence of this Permitted space, or the issuance of this Permit, is the exclusive responsibility of the Permittee. The Permittee hereby agrees to indemnify, defend, protect and save harmless the Town, its officers, agents and employees from and against all

claims, suits, actions, liability, loss, damage, attorneys' fees and court costs, and expense arising from, associated with, or caused by the construction, use, maintenance, repair, or existence of this encroachment, or the issuance of this Permit.

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.

Term: This Permit shall be issued for a term beginning no sooner than date(s) noted above and shall be effective until revoked or until such use of the Permitted space for the purposes herein ceases whichever occurs first. 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 immediately without delay 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)

_____
Claire Scanlon, Owner of Mica Gardenscapes

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/
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/

STATE OF COLORADO)
)ss
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by Claire Scanlon.

(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.

(S E A L) _____
Notary Public