

GRANT OF LICENSE
For Temporary Expanded Area Food and Beverages Service Program

THIS GRANT OF LICENSE (“Grant”) is given this ___ day of June, 2020 (“Effective Date”), by the CITY OF WESTMINSTER, a Colorado home rule municipality (“City”), whose address is 4800 West 92nd Avenue, Westminster, CO 80031 to _____ (“Licensee”), whose address is _____.

The parties hereby covenant and agree as follows:

1. License Property. The “License Property” shall mean the real property owned by City, more particularly described on Exhibit A, attached hereto and incorporated herein.
2. Consideration. City makes this Grant for and in consideration of Licensee keeping the covenants and agreements herein contained.
3. Grant of License. City hereby grants to Licensee a license (“License”) on, over, through, and across the License Property for the purpose of: expanding the restaurant’s dining area for the service of food and beverage[, including alcohol]. **DELETE IF NO ALCOHOL WILL BE SERVED.**

The License Property shall be used for no other purposes by Licensee.

4. Term. The term of this Grant shall begin on the Effective Date and end on September 30, 2020. City may terminate this License in its discretion at any time upon ten (10) days prior written notice.
5. Liability. City assumes no liability associated with Licensee’s use of the License Property. Licensee shall defend, indemnify, and hold harmless City, its council, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions, or proceedings of any kind or nature whatsoever, including workers’ compensation claims, in any way resulting from or arising from this Grant.
6. Insurance. Licensee shall procure and continuously maintain at its own expense the minimum insurance coverages listed below, with forms and insurers acceptable to City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - Commercial General Liability Insurance with combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. This policy must include Contractor Liability; Products and Completed Operations; and Broad Form Property Damage, including, but not limited to, coverage for any damage to any City personal or real property.
 - Statutory workers’ compensation on all employees.

The required insurance policies shall be endorsed to include City as additional insured as its interests may appear under this Grant. Every policy required above shall be primary insurance, and any insurance carried by City shall be excess and not contributory insurance to that provided by Licensee. Each party to this Grant agrees to waive subrogation on respective property insurance outlined herein.

The certificate of insurance provided to City shall be completed by Licensee’s insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect.

The certificate shall identify this License and shall provide the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance shall be marked to identify this License and shall be sent to:

City of Westminster
Attn: Aric Otzelberger
4800 W. 92nd Avenue
Westminster, CO 80031

The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Grant, the monetary limitation or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the City.

7. Notices. Any notices required or permitted to be sent pursuant to this Grant shall be in writing and shall be deemed served, given, delivered, and received upon the earlier of: (a) when personally received by the party to whom it is addressed; or (b) one business day after being deposited with a commercial overnight courier for overnight delivery with all required charges prepaid; or (c) when confirmed if sent by email; and addressed to City or Licensee at the appropriate address or email address as set forth below. Any party hereto may change its address or email address for the purpose of this section by giving written notice of such change to the other party in the manner provided for in this section.

CITY: City of Westminster
Attn: Aric Otzelberger
4800 W. 92nd Avenue
Westminster, CO 80031

With a copy to
City Attorney's Office
Attn: Kristin Decker
4800 W. 92nd Avenue
Westminster, CO 80031

LICENSEE: _____

8. Assignment. This Grant shall not be assigned without the prior written approval of City.
9. Restoration. Licensee shall restore the License Area as nearly as reasonably possible to the condition it was in immediately prior to this Grant after its use of the License Area.
10. Applicable Laws. Licensee shall comply with all applicable local, state, and federal laws during its use of the License Property.

IN WITNESS WHEREOF, the parties hereto have executed this Grant the day and year first above written.

CITY:

BY: _____
Donald M. Tripp, City Manager

ATTEST:

Approved as to Legal Form:

Michelle Parker, City Clerk

City Attorney's Office

LICENSEE:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT A
License Property