

LICENSE AGREEMENT FOR USE OF PROPERTY

1. **PARTIES.** The parties to this License Agreement ("License") are: the **LONGMONT DOWNTOWN DEVELOPMENT AUTHORITY** ("LDDA") and **BPOE ELKS #1055**. ("Owner"). Owner and LDDA are referred to hereinafter individually as a "party" and collectively as the "parties."
2. **RECITALS AND PURPOSES.** LDDA is a downtown development authority which provides services to the commercial area in and around downtown Longmont. Owner owns certain real property within the boundaries of the LDDA. Due to the on-going challenges related to construction projects, the LDDA has been exploring ways to expand parking availability in downtown Longmont. Owner is willing to grant the LDDA a revocable license to enter upon and utilize its portion of its parking lot for use by LDDA parking permit holders in downtown Longmont. The purpose of this License is to set forth the terms and conditions of such usage. Accordingly, in consideration of the mutual covenants set forth herein, the parties acknowledge, covenant and agree to the following provisions.
3. **PROPERTY DESCRIPTION.** The property which is subject to this License is generally described as the three rows immediately north of the Elks Lodge located at 306 Coffman Street, Longmont, Colorado. There are 25 parking spots in rows 2 & 3, and 11 (plus 1 HDCP) in row 1, as more particularly shown on the attached **Exhibit A** (the "Property").
4. **CONDITION OF PROPERTY.** LDDA acknowledges that it has inspected the physical premises and Property for any dangerous conditions and accepts the Property in its "AS IS" condition, with all faults.
5. **TERM OF LICENSE; OPTIONAL EXTENSION.** This License shall be for a period of one (1) year (the "Term") commencing on _____ ("Effective Date") and terminating _____. LDDA shall have one (1) option to extend the Term for a period of an additional year with at least thirty (30) days' advance written notice to the Owner prior to the expiration of the Term. Upon expiration of the Term or the optional extension, the Property must be returned to Owner in its current condition, normal wear and tear excepted.
6. **GRANT OF LICENSE; RESTRICTION ON USE.** Commencing on the Effective Date, and in consideration of the mutual covenants herein, Owner hereby grants the LDDA and any LDDA invitees, a revocable and exclusive license to enter upon and utilize the Property in order to park personal vehicles while in downtown Longmont. LDDA and its invitees shall not utilize the Property for any other purpose without the express advance written permission of Owner which may be withheld in Owner's sole and absolute discretion. Owner reserves the right to utilize the Property to the extent that such usage does not interfere with the LDDA's rights granted by this License.
7. **CONSIDERATION.** As consideration for the grant of this License, LDDA shall pay the Owner a license fee equivalent to the permit revenue fees collected by LDDA. At the end of the first month of the six month collection period, LDDA will pay ELKS 50% of the permit revenue for permits used on premise. Within 30 days after the end of the 6 month permit period, LDDA will pay ELKS remaining permit revenue remaining after cancellations and pro-rated reimbursements.

8. **REVOCACTION.** This License shall continue for its Term, unless revoked upon the occurrence of one of the following events:
 - 8.1. The transfer of title to the Property by Owner.
 - 8.2. Termination by the Owner upon 30 days' advance written notice of termination given by the Owner.
 - 8.3. Termination by LDDA upon 30 days' advance written notice of termination given by LDDA.
 - 8.4. Any amendment to existing law that precludes the use of the Property for the intended purpose.

9. **SPECIFIC TERMS AND CONDITIONS.** This License is subject to the following terms and conditions:
 - 9.1. Use of the Property is for LDDA permitted vehicles only.
 - 9.2. LDDA shall not utilize, introduce, or use any hazardous materials or substance on or within the Property.
 - 9.3. LDDA shall ensure the Property is maintained in good condition during the Term.
 - 9.4. LDDA shall, upon termination or revocation of this License, inform all permit holders to cease use of the Property within 30 days of termination.
 - 9.5. LDDA stipulates and agrees that it shall not assign nor transfer, nor sub-license, this License and its attendant rights, to any third party. However, the parties expressly agree that this License is intended for the benefit of valid permit holders in downtown Longmont and such persons are considered permitted LDDA invitees under this License.
 - 9.6. LDDA shall pay for snow removal of the Property, as necessary.
 - 9.7. Owner shall not engage in any conduct or permit any conduct which would impair the LDDA's ability to make use of the Property as contemplated by this License.
 - 9.8. Owner may, at its own expense, enforce unauthorized vehicles on the parking spaces. Authorized users include valid LDDA permits, Elks permits and Park Mobile customers.
 - 9.9. Owner will notify LDDA, no later than 48 hours in advance, for periodic use of the first row of parking in the licensed premise as needed for critical special events.

10. **LIABILITY.** Neither party to this License shall be responsible for claims or damages resulting from the conduct of the other party or the conduct of the other party's respective invitees. LDDA assumes any risk involved with respect to the purpose for which this License is granted, and releases and discharges the Owner from any claims or liability for loss, damage or injury incurred by LDDA and its invitees arising out of LDDA's entry or presence upon the Property or the LDDA's activities thereon pursuant to this License. Nothing herein shall be construed

as a waiver of any immunities or defenses to such claim or claims which are available to the

LDDA under the Colorado Governmental Immunity Act, §24-10-101, *et. seq.*, C.R.S., as amended.

- 11. INSURANCE.** LDDA shall provide Owner proof of insurance coverage as set forth in the attached **Exhibit B before the Effective Date**. The LDDA shall name the Owner as an additional insured on its applicable policies specifically as follows: “BPOE Elks #1055.”
- 12. BROKERS AND COMMISSIONS.** Neither party has engaged a broker in conjunction with this License Agreement.
- 13. ALTERNATIVE DISPUTE RESOLUTION.** In the event of any dispute or claim arising under or related to this License, the parties shall use their commercially reasonable efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized, established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party’s written request therefore. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the District Court for Boulder County.
- 14. BINDING EFFECT.** This License shall inure to the benefit of, and be binding upon, the parties, and their respective legal representatives, successors, and assigns, except as specifically set forth in this License.
- 15. INTEGRATION AND AMENDMENT.** This License represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This License may be amended only by an instrument in writing signed by the parties.
- 16. NOTICES.** Any notice required or permitted by this License shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. Mail, postage prepaid.
- 17. ATTORNEY FEES.** For any dispute arising from or related to this License, the prevailing party shall be entitled to an award of its reasonable attorney fees and costs.
- 18. GOVERNING LAW.** This License shall be governed by the laws of the State of Colorado.
- 19. COUNTERPARTS.** This License may be executed in several counterparts and, as so executed, shall constitute one agreement, binding on all Parties even though all the Parties have not signed the same counterpart. Any counterpart of this License which has attached to it separate signature pages, which altogether contain the signatures of all the Parties, shall be deemed a fully executed instrument for all purposes.

20. SEVERABILITY. If any provision of this License is declared to be invalid, void, or unenforceable by any court of competent jurisdiction, such provision shall be deemed to be severable, and all other provisions of this License shall remain fully enforceable, and this License shall be interpreted in all respects as if such provision were omitted.

Dated: _____, 2023

Longmont Downtown Development Authority
320 Main St
Longmont, CO 80501

By: _____
President

Attest:

By: _____
Secretary

Dated: _____, 2023

BPOE Elks Lodge #1055

[Name of Owner], Owner
[Owner Address]
[Owner Telephone]

EXHIBIT A

