

**FACILITY USAGE PERMIT  
AND  
INDEMNIFICATION AGREEMENT**

The undersigned **Applicant** desires to use certain property or facilities, as described below, which are owned or leased by the **Town of Fraser, Colorado** (herein referred to as the “**Town**”), to conduct the activities specifically described herein. The **Town** is willing to permit such use and activities upon the terms and conditions set forth herein.

**PROPOSED ACTIVITY:**

Description of Activity: Mobile vending truck parked at Town parks and open space.

Date/Time of Use: 2022.

**TOWN PROPERTY/FACILITY**

Description/Location: Town parks and open space

**Applicant** agrees that his use of the **Town** property or facility described herein shall be limited to the specific activity described above (herein referred as the “**Activities**”) and to the date(s) and time(s) specified. **Applicant** further agrees to assume all responsibility for any risks associated with such use and **Activities** or the condition of the **Town** property/facilities.

**Applicant** hereby forever releases and discharges the **Town** and all of its agents and employees from any and all liabilities, claims, demands or causes of action that **Applicant** may hereinafter have for injuries or damages arising out of the use or condition of the **Town** property/facilities, whether or not caused by the negligence of the **Town** or its agents or employees. **Applicant** further agrees to obtain a similar release in writing from any and all other persons engaged in the permitted **Activities**, including employees and guests of **Applicant**, such release to be substantially in the form which is attached hereto and incorporated herein by this reference. Such form of release bearing the original signature of each participant in the permitted **Activities** shall be obtained before commencement of the **Activities** and shall be delivered to the **Town** not later than twenty-four (24) hours after completion of the **Activities**.

**Applicant** further agrees to indemnify and hold the **Town** harmless from and against all damages, losses, claims, judgments, costs and expenses, including attorney's fees, suffered or incurred by the **Town** in connection with or as a result of the use or condition of the **Town** property/facilities or the **Activities** permitted hereby, including but not limited to any claims by third parties who may use the **Town** property/facilities, whether or not such claims are based on the negligence of the **Town** or its agents or employees.

Not less than three (3) business days before the date of the scheduled use of the **Town** property/facilities, **Applicant** shall provide the **Town** with a current certificate of liability insurance and endorsement naming the **Town** as an additional insured, which provides coverage for the risks specified in the preceding paragraph in the following minimum amounts: \$600,000 combined single limit per occurrence and \$600,000 aggregate.

**Town** reserves the right to revoke the permission granted herein to use the **Town** property/facilities at any time prior to or during the scheduled **Activities**, with or without cause and without liability to **Applicant** or anyone else on account of such revocation. Such revocation shall be effective upon oral or written notice to **Applicant**.

**APPLICANT**

PRINTED NAME(S): \_\_\_\_\_.

ADDRESS: \_\_\_\_\_.

DATED: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**APPROVED:**

TOWN OF FRASER, COLORADO

BY: \_\_\_\_\_

Authorized Officer/Employee

DATE: \_\_\_\_\_