



LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into on January 1, 2023, by and between THE TOWN OF FRASER, COLORADO, a municipal corporation of the State of Colorado (the "TOWN") and Kaydee Fisher, owner of Sharky's Eatery ("LICENSEE"), located at 221 Doc Susie Avenue in Fraser. This agreement is effective upon execution of the LICENSEE and following execution by the Manager of the Town of Fraser on the date indicated below.

ARTICLE 1.0 – RECITALS AND PURPOSE.

- 1.1** The TOWN is the owner of certain property, commonly known as the Mustang property; more legally described as Lots 17-19, Block 5, Town of Eastom AKA Town of Fraser ("TOWN property").
- 1.2** LICENSEE has requested permission to place an off-premises sign on said TOWN property.
- 1.3** In accordance with the Fraser Municipal Code Section 16-10-330, "Off-premises signs may be permitted if the business street frontage is not on US 40. Property owner permission is required and off-premises signs must be approved by the Board of Trustees on a case-by-case basis."
- 1.4** The TOWN is willing to grant a revocable license to the LICENSEE under the terms and conditions as hereinafter specified in this Agreement.

ARTICLE 2.0 – TERMS AND CONDITIONS. In consideration of the TOWN'S agreement to permit the LICENSEE to place an off-premises sign upon the TOWN'S property, and in consideration of the Fraser Municipal Code, TOWN and LICENSEE agree as follows:

- 2.1** TOWN hereby grants to the LICENSEE a revocable license to place an off-premises sign on said TOWN property with such limitations as are set forth herein, including, but not limited to:
 - a. The one sign allowed by this Agreement shall be constructed, installed, placed, kept and repaired at LICENSEE'S sole expense and LICENSEE agrees to maintain said sign in good repair during the period of this Agreement as depicted below.



- b. LICENSEE understands and agrees that the TOWN shall not be liable or responsible for any costs related to any damage, maintenance, repair, or removal of the one sign pursuant to this Agreement.
- c. LICENSEE shall apply for a sign permit and pay the applicable fee.

2.2 The license as granted in paragraph 2.1 above shall continue from the date of this Agreement to the time that this Agreement is terminated. The TOWN may terminate this Agreement at any time by giving forty-eight (48) hours notice in advance of the effective date of termination and specifying the date of termination therein and, in the event the TOWN exercises said right to terminate, LICENSEE expressly agrees to remove the sign from the TOWN'S property by the effective date of termination and return such property to its original condition as promptly thereafter as is reasonably possible. This license shall automatically renew each calendar year unless there is a change in ownership.

2.3 LICENSEE expressly agrees to indemnify and hold harmless the TOWN and any of its officers or employees from any and all claims, damages, liability, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, in connection with, arising out of, or relating to the issuance of this license.

2.4 LICENSEE agrees to name the TOWN as an additional insured on their insurance policy and provide written verification of same to the TOWN.

2.5 The TOWN does not waive, nor shall anything herein be construed as a waiver of, any of the rights, privileges, or immunities granted to it under the

Town of Fraser

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Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as amended.

2.6 LICENSEE agrees to repair and reconstruct any damage to the TOWN'S property prior to or immediately upon termination of this Agreement for any reason and return such property to its original condition at the expense of LICENSEE and at no expense to the TOWN.

ARTICLE 3.0 – ASSIGNMENT. This Agreement shall not be assigned by LICENSEE without the prior written consent of the TOWN which may withhold its consent for any reason.

ARTICLE 4.0 – EXHIBITS. All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.

ARTICLE 5.0 – INTEGRATION AND AMENDMENT. This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

ARTICLE 6.0 – NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement , and all rights of action relating to such enforcement, shall be strictly reserved to the TOWN and the LICENSEE, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party on such Agreement.

TOWN OF FRASER
A Municipal Corporation

By: _____
Ed Cannon,
Town Manager

ATTEST:

By: _____
Town Clerk

LICENSEE

By: _____
Kaydee Fisher

STATE OF COLORADO)
) ss.
COUNTY OF GRAND)

Subscribed and sworn to (affirmed) before me this _____ day of _____ 2022,
by _____, & _____.

Notary Public

My commission expires:_____

[S E A L]