

LICENSE AGREEMENT WITH COLORADO DRAGON BOAT FESTIVAL FOR RIVERDALE REGIONAL PARK

THIS LICENSE AGREEMENT (the "Agreement") is made as of July 1, 2020 ("Effective Date"), by and between the Adams County Board of County Commissioners, located at 4430 S. Adams County Parkway, Brighton, CO 80601 ("Licensor"), and Colorado Dragon Boat dba Colorado Dragon Boat Festival, located at 3000 Youngfield Street, Suite 140, Wheat Ridge, CO 80215 ("Licensee").

RECITALS

- A. Licensor owns the Riverdale Regional Park (the "Park"), located in Adams County, Colorado.
- B. Licensee wishes to store and maintain some of its boats and equipment at the Park and to have access to and use of the Mann-Nyholt Lake located at the Park.
- C. Licensor is willing to grant this non-exclusive revocable license to Licensee for such purpose subject to the terms and conditions set forth herein in order to create additional cultural experiences for Adams County residents at the Park.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of ten dollars, and other good and valuable consideration the receipt and sufficiency of which is hereby stipulated, and the keeping and performance of the covenants and agreements by Licensee under this Agreement, Licensor hereby grants Licensee a non-exclusive revocable license to use the portions of the Park as set forth in this Agreement:

1. Use.

(a) Licensee shall have the non-exclusive right to access and use the Mann-Nyholt Lake for the purpose of conducting practices and regattas, as well as providing educational and cultural experiences at the Park. Access to the lake shall be by the east peninsula. Licensor shall construct, and Licensee shall additionally have use of, the areas at the Park depicted in Exhibit 1 for the purposes of storing and maintaining its boats and equipment. The parties anticipate for Licensee to store ten boats and six trailers at the Park, including two Flag Catchers, each on its own trailer, six Hong Kongs, two of which will be stored on a double wide trailer, two on a double high trailer, and another two on another double high trailer, and two Champions as well as one stand-alone enclosed trailer (collectively, the "Property"). All Property shall be plated, insured, and registered. Additional boats or equipment may be approved in writing by Licensor. Licensee shall have year-round access to its Property and equipment during normal park hours of sunrise to sunset. Licensee may use the licensed areas of the Park for maintenance (in storage area only), practice, and regattas. Additional offsite usage, including events, may be approved in writing by Licensor. Licensor, at its sole discretion, has the right to grant other licenses, leases, or rights of use, of any kind or nature, to parties other than Licensee; provided that such uses (i) do not unreasonably interfere with Licensee's use of the licensed premises pursuant to this Agreement and/or (ii) could not reasonably result in damage to Licensee's Property. Licensee's rights pursuant to this Agreement are subject to certain blackout dates and times due to limited park access

and/or scheduled events or other uses of the Park by Licensor or the public. Licensor shall, to the extent practicable, provide 30 days' advance written notice to Licensee of any blackout dates/times. Licensee shall not use, or allow its invitees to use, the Park for purposes prohibited by the laws of the United States or the State of Colorado, or any governing jurisdiction, and Licensor's approval of any plans or specifications shall not be deemed to be a warranty or representation that such plans and specifications are in conformity with such laws or ordinances. Licensee shall not commit waste nor permit waste to be committed or any nuisance in, on or about the Park.

(b) Licensor shall maintain storage infrastructure and existing lighting of the storage/maintenance area. Licensee's personnel may use restroom facilities in the administrative offices during business hours and public park facilities at other hours. Licensee must dispose of all trash in onsite dumpsters or remove trash from the premises. Licensee shall not bring any hazardous substances onto the Park and shall not bring trash or debris from offsite activities to the Park for disposal.

2. Term. The term of Licensee's rights under this Agreement shall commence on the Effective Date hereof and shall terminate on June 30, 2023 (the "Expiration Date"), unless terminated earlier as provided herein. Either party may terminate this Agreement at any time and for any reason upon 30 days' prior written notice to the other.

3. Rent. Rent for the entire term of this Agreement shall be ten dollars, the receipt and sufficiency of which is stipulated.

4. Maintenance and Operation of the Equipment.

(a) Licensee shall be responsible, at its sole cost, for the installation, maintenance, and operation of its Property and other equipment. Licensee agrees not to make any alterations in or additions to the licensed premises without first submitting plans and specifications and obtaining the written consent of Licensor.

(b) Licensee, at its sole expense, shall obtain all necessary governmental permits for its operations.

5. Liens. Licensee shall not allow any liens, including construction or mechanic's liens, to be placed on the Park as a result of its operations relating to this Agreement. Licensee shall immediately pay or cause to be paid all such liens. Licensee hereby agrees to indemnify, defend, and save Licensor harmless of and from all liability, loss, damage, costs, or expenses, including attorney's fees, on account of any claims of any nature whatsoever pursuant to this Paragraph, including claims or liens of laborers or materialmen or others for work performed or materials or supplies furnished to Licensee or persons claiming under Licensee. In the event that any lien or notice of lien against the property or Licensor's interest therein shall be filed or given, Licensee shall without delay either cause the same to be released or cause proper proceedings to be instituted to contest the validity of the lien claimed. If Licensee desires to contest any claim of lien, Licensee shall furnish to Licensor adequate security of at least 150% of the amount of the claim, plus estimated costs and interest and, if a final judgment establishing the validity or existence of any lien for any amount is entered, Licensee shall satisfy and pay the same at once and Licensor shall return any security paid upon receipt of notice of payment of any such final judgment.

6. Damage to Property. Licenser shall not be responsible for the security of the licensed premises or for any theft or vandalism that occurs to Licensee's Property. Licensee shall neither hold nor attempt to hold Licenser liable for any injury or damage, either proximate or remote, occurring through or caused by fire, water, or any repairs, alterations, injury, accident, or any other cause. The keeping or storing of all Property of Licensee on the licensed premises shall be at the sole risk of Licensee. Licensee shall obtain and maintain throughout the term commercial general liability insurance in the amount of one million dollars per occurrence, two million aggregate as set forth on the certificate of insurance attached as Exhibit 2. Licenser shall be named as an additional insured on such policy, and Licensee hereby waives any and all rights of recovery, claim, action, or cause of action, against Licenser, its agents, officers, or employees, for any loss or damage to Licensee's Property occurring out of the use of the licensed premises. Licensee covenants that no insurer shall hold any right of subrogation against Licenser for damage to Licensee's Property. Licensee shall be solely responsible for insuring its Property. Notwithstanding anything to the contrary in this Section 6, Licenser shall be liable for, and Licensee does not waive any rights of recovery, claim, action, or cause of action, for intentional damage to Licensee's Property caused by Licenser, its agents, officers, or employees.

7. Indemnity to Licenser. Licensee hereby agrees to indemnify, defend, and save Licenser harmless of and from all liability, loss, damages, costs, or expenses, to persons or property, including reasonable attorney's fees, incurred by Licenser for any purpose whatsoever, where the injuries are caused by (a) the actions or omissions of Licensee, Licensee's agents, servants, contractors, or employees, or of any other person entering onto the license premises under express or implied invitation of Licensee; or (b) where such injuries are the result of the violation of the provisions of this Agreement by any of such persons. Licensee shall not, however, be required to indemnify Licenser to the extent such damages are caused by the gross negligence or willful misconduct of Licenser, or for consequential damages.

8. Surrender and Notice. Upon the expiration or other termination of the term, Licensee shall quit and surrender to Licenser the licensed premises in good order and condition, and Licensee shall remove all of its Property and equipment and restore the licensed premises to its original condition, normal wear and tear excepted.

9. Damage and Destruction. In the event the maintenance/storage area is damaged by fire or other casualty and Licenser elects not to rebuild, Licenser and Licensee will each have the right to terminate this Agreement effective as of the date of such casualty, provided that written notice of termination is given to the other within 30 days after the date of such casualty.

10. Environmental Matters. Licensee will be solely responsible for and will defend, indemnify, and hold Licenser, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of the introduction of Hazardous Materials to the Park by Licensee. As used herein, "Hazardous Materials" means asbestos or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulation including, but not limited to, CERCLA. The obligations of this Section 10 shall survive the expiration or other termination of this Agreement.

11. **Attorneys' Fees.** In the event of any action filed in relation to this Agreement, each party shall pay its own reasonable attorneys' fees and other disbursements.

12. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the Park and shall supersede all prior offers, negotiations, and agreements.

13. **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, by email, or by hand delivery (including by means of a professional messenger service) to the address noted below:

For Licensor:

Director, Parks, Open Space & Cultural Arts Department
9755 Henderson Road
Brighton, CO 80601
Phone: 303-637-8006
Email: BFanning@adcogov.org

Facilities & Fleet Management - Project Manager—Land & Assets
4430 S. Adams County Parkway, Suite C1700
Brighton, CO 80601
Phone: 720-523-6060
Email: NBeauprez@adcogov.org

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Email: DEdelstein@adcogov.org

For Licensee:

Colorado Dragon Boat dba Colorado Dragon Boat Festival
3000 Youngfield Street, Suite 140
Wheat Ridge, CO 80215
Phone: 303-953-7277
Email: sara@cdbf.org

Any such notice or other communication shall be deemed to be effective when actually received or refused. Either party may by similar notice given change the address to which future notices or other communications shall be sent.

18. **Transfer and Assignment.** Licensee shall have no right to sublet, assign, or transfer this Agreement, or rights arising under this Agreement. Any assignment or sublease in violation of this section shall be void.

19. As Is; No Licensor Representations; Amendment. Licensee acknowledges and agrees that it accepts the licensed premises in its "as is" condition and Licensee has not relied upon any statements, representations, agreements, or warranties by Licensor, its agents, or employees, except such as are expressed herein, and that no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by the parties hereto.

20. No Recordation. This Agreement shall not be recorded. Any recordation by Licensee of this Agreement or any memorandum of this Agreement shall constitute an automatic and non-curable default under this Agreement.

21. Governing Law; Venue. This Agreement will be governed by the internal laws of the State of Colorado, without reference to its conflict of laws provisions. Venue for any dispute shall be in Adams County, Colorado.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

LICENSOR:

Adams County Board of County
Commissioners

By: _____
Chair
Date: _____

LICENSEE:

Colorado Dragon Boat Festival

By: Sara Moore
Name: SARA MOORE
Date: 6/17/2020

Approved to Form

County Attorney's Office

Dragon Boat Storage & Maintenance Area at Riverdale Regional Park

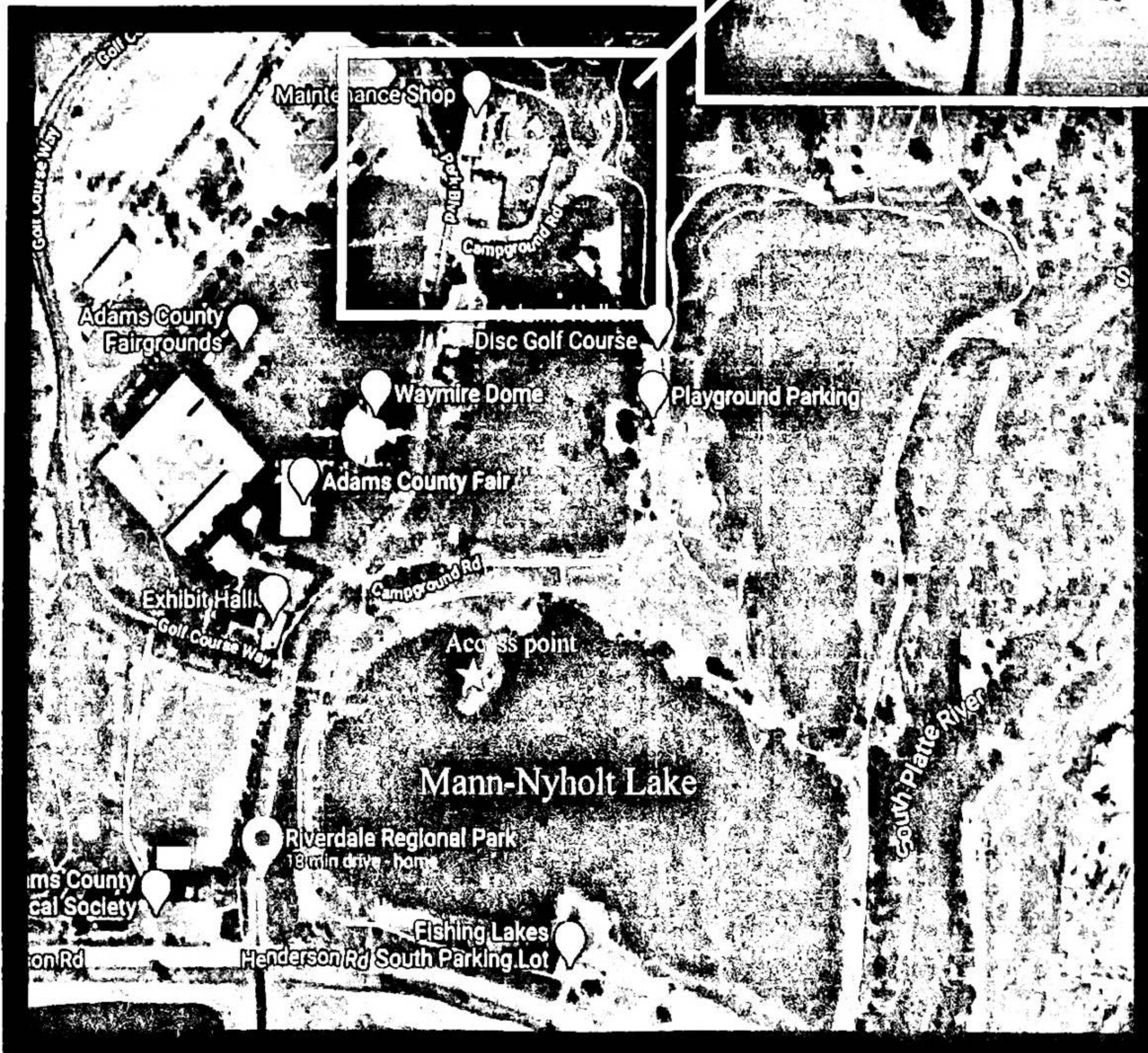
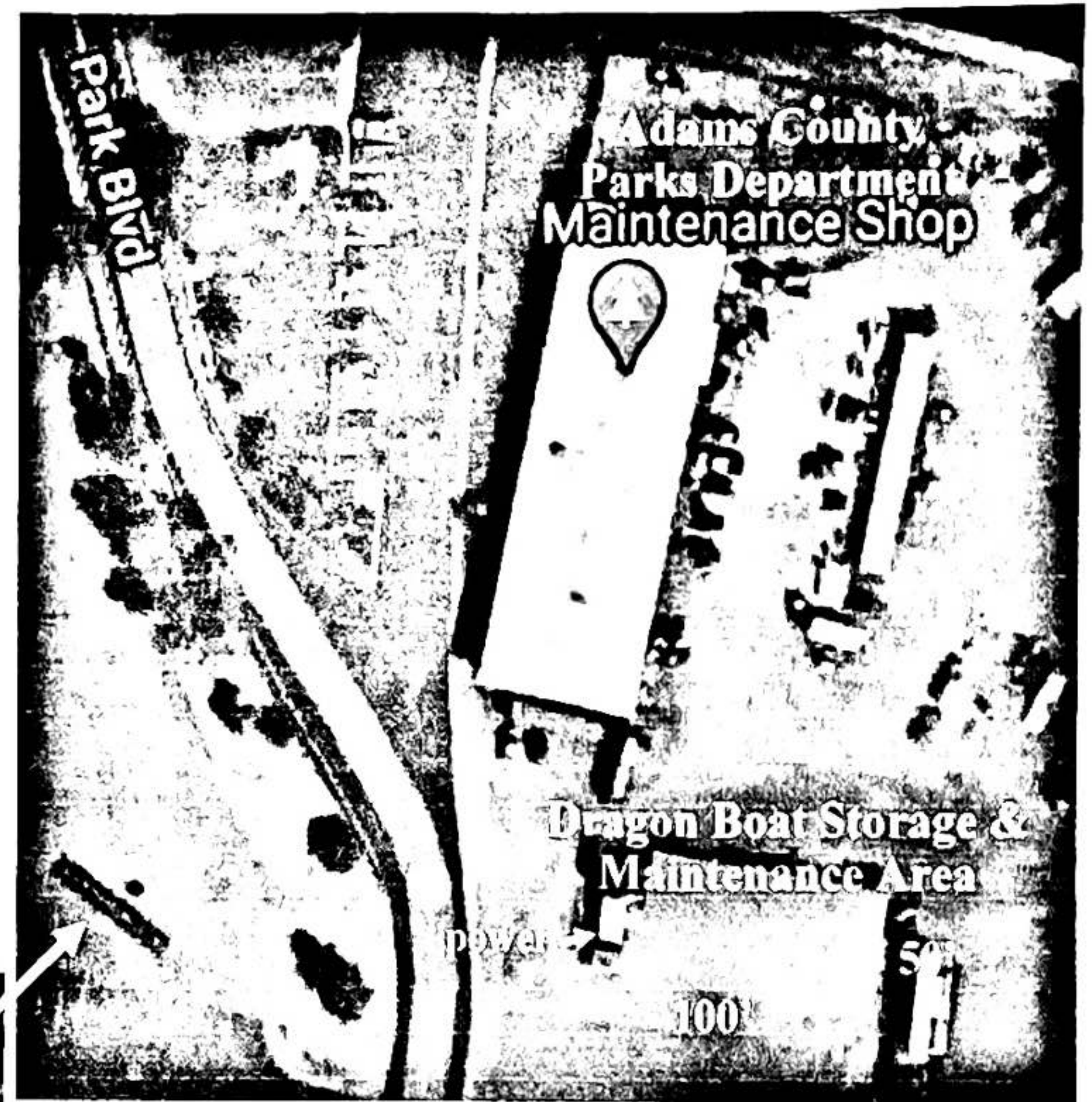


Exhibit 2



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104		CONTACT NAME _____ PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL _____ ADDRESS _____	
10171 -CO-CAS-20-21 OMN GLALW CO		INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED KAISER FOUNDATION HEALTH PLAN OF COLORADO KAISER FOUNDATION HOSPITALS 10350 EAST DAKOTA AVENUE DENVER, CO 80231		INSURER A: Safety National Casualty Corp. 15105 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	

COVERAGES

CERTIFICATE NUMBER:

SEA-003496019-09

REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		GL4048017	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CAS4054354	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	SP4058091 S.I.R. \$500,000	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REQUEST #RC001681

REGARDING COLORADO DRAGON BOAT FESTIVAL, A RECURRING EVENT AT SLOAN'S LAKE, 1700 SOUTH SHERIDAN BOULEVARD, DENVER, CO 80219. EVIDENCE OF INSURANCE.

CERTIFICATE HOLDER

 COLORADO DRAGON BOAT FESTIVAL
 3000 YOUNGFIELD STREET, STE 350
 WHEAT RIDGE, CO 80215

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE
 of Marsh Risk & Insurance Services

Myrna Lee

Myrna Lee

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ACORD 25 (2016/03)

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