

TEMPORARY REVOCABLE PERMIT

The parties to this temporary permit (hereinafter "Permit") are the City of Arvada, Colorado (hereinafter "Arvada"), and

_____ (hereinafter "Permittee").

Arvada owns certain property in the City of Arvada, County of Jefferson, State of Colorado, commonly known as

_____ (hereinafter the "City street right-of-way").

The Permittee has expressed a desire to temporarily place upon a portion of the City street right-of-way certain landscaping materials and/or a roll-away dumpster while effecting improvements of Permittee's property, located at

_____, Arvada, Colorado.

Arvada is willing to allow Permittee to temporarily place said landscaping materials and/or roll-away dumpster upon the City street right-of-way under the terms and conditions as hereinafter specified herein.

Arvada hereby agrees to grant Permittee a temporary permit to place materials upon the City street right-of-way, and in consideration of the mutual promises and covenants contained herein, the sufficiency and adequacy of consideration being acknowledged by the parties, Arvada and Permittee agree as follows:

1. Permittee may place upon the City street right-of-way immediately fronting Permittee's property at _____, landscaping materials and/or roll-away dumpster in accordance with Exhibit A, attached hereto and incorporated herein. Exhibit A shall be a depiction of the Permittee property and shall clearly indicate the location of the landscaping materials and/or roll-away dumpster to be placed in the right-of-way.
2. The Permit, as specified above, shall be valid between the dates of _____ and _____, or to the time that this Permit is terminated, whichever is earlier. Arvada may terminate this Permit at any time by giving written notice to the Permittee twenty-four (24) hours in advance of the effective date of termination and specifying the date of termination therein and, in the event Arvada exercises said right to terminate, Permittee expressly agrees to remove any and all remaining landscaping from the City street right-of-way by the effective date of termination and return such City street right-of-way to its original condition as promptly thereafter as is reasonably possible.
3. Permittee expressly agrees to indemnify and hold harmless Arvada 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 or arising out of any omission or act of commission by Permittee or any of its employees, agents, representatives, or contractors in encroaching upon the City street right-of-way.
4. Permittee agrees that it will never institute any action or suit at law or in equity against Arvada or any of its officers or employees, not institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, or compensation for or on account of any damages, loss, or injury either to person or property, or both, known or unknown, past, present or future, arising from the Permit granted to Permittee herein.
5. Permittee agrees to provide, secure, and maintain at all times during the term of this Permit, homeowner's insurance or other insurance adequate, in the opinion of the Permittee, to meet reasonably anticipated claims against the Permittee. The Permittee shall take all steps necessary, at no obligation or cost to Arvada, to insure against potential claims arising as a result of the use of City street right-of-way. Failure to maintain sufficient insurance shall not terminate, modify, preclude, or limit the obligations of Permittee under this Permit nor limit in any way the Permittee's liability to or indemnification of Arvada for any reason.
6. Permittee agrees to sweep up any deposits on the City right-of-way by the end of each day where mud has been tracked off of the property or where remnants exist from landscaping materials removed from the street.
7. Permittee agrees to repair and reconstruct any damage to the City street right-of-way prior to or immediately upon termination of this Permit for any reason and return the City street right-of-way to its original condition at the expense of Permittee and at no expense to Arvada.

8. This Permit shall not be assigned by Permittee without the prior written consent to Arvada which may withhold its consent for any reason.

9. Any notice required or permitted by this Permit shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below or at such other address as have been previously furnished in writing, to the other party and parties. Such notice shall be deemed to have been given when deposited in the United States mail.

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

11. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the appropriate court for Jefferson County, Colorado.

12. A waiver by any party to this Permit of the breach of any term or provision of this Permit shall not operate or be construed as a waiver of any subsequent breach of either party.

13. This Permit shall inure to the benefit of, and be binding upon, the parties, their respective legal representative, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Permit except as otherwise expressly authorized herein.

14. It is expressly understood and agreed that enforcement of the terms and conditions of this Permit, and all rights of action relating to such enforcement, shall be strictly reserved to Arvada and the Permittee, and nothing contained in this Permit shall give or allow any such claim or right of action by any other third person on such Permit. It is the express intention of Arvada and the Permittee that any person other than Arvada or the Permittee receiving services or benefits under this Permit shall be deemed to be an incidental beneficiary only.

DATED this _____ day of _____, 20_____.

CITY OF ARVADA, a Colorado Municipal Corporation.

X _____
Code Enforcement Approval Date

X _____
Traffic/Transportation Approval Date

PROPERTY OWNER(S)

X _____
Signature Date

X _____
Signature Date

Print Name: _____

Print Name: _____

Address: _____

Phone: _____

Comments: