LICENSE AGREEMENT AND COMPREHENSIVE WAIVER
FOR TEMPORARY SUMMER PARKLET USE ON PUBLIC RIGHTS-OF-WAY

THIS LICENSE AGREEMENT AND COMPREHENSIVE WAIVER FOR TEMPORARY OUTDOOR DINING ("**License Agreement**") is entered into between the Town of Telluride, a Colorado home rule municipality ("**Town**") and _____, DBA _____ whose address is _____ Telluride, Colorado, ("**Licensee**"), together the "**Parties**", on this _____ day of _____ 20 (the "**Effective Date**").

WHEREAS, Town values the restaurant and dining experience enjoyed by visitors and local citizens alike; and

WHEREAS, Town is committed to encouraging and assisting restaurants with the use of certain public rights-of-way through the Outdoor Dining License program established for use of public sidewalks; and

WHEREAS, Town Council explored additional options to encourage outdoor dining including the use of public parking spaces for the installation of private parklets to be used for outdoor dining; and

WHEREAS, by Town Council Resolution 3, Series of 2022, Town Council agreed to allow use of limited parallel parking spaces for private use by food and drink establishments during the summer months, also known as parklets; and

WHEREAS, by Town Council Resolution No.7, Series of 2024, Town Council Resolution No.16, Series of 2024, and Town Council Resolution No. 5, Series of 2025, Town Council updated the Town's Temporary Summer Parklet policies and processes; and

WHEREAS, Licensee wishes to benefit from the outdoor dining opportunities afforded by the parklets; and

WHEREAS, Town and Licensee wish to set forth the conditions of use of public rights-of-way for private parklets.

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations provided for herein the Parties agree as follows:

1. **Authorization.** Licensee is authorized to maintain an encroachment which is more fully described herein below and as depicted in Exhibit A attached hereto and incorporated herein by this reference ("**License Area**"). The License Area shall be an area lying within _____ parallel parking space(s) on the _____ side of _____ extending _____ from the curb even with the _____ -most corner of the Licensee's façade at _____, and extending _____ for _____ resulting in an area _____ (_____) square feet in size, and which License Area shall not encroach upon any sidewalk.

2. **Use of Right-of-Way.**

   a. Licensee, at its sole expense, shall design, erect, retain and maintain a "**Parklet**" defined as a privately owned and maintained platform with three-sided edging (planters, railing, cabling, or some other appropriate buffer) for summer use as a

protected dining area within the defined License Area and accessed from the adjacent sidewalk for the exclusive use of Licensee and Licensee's patrons.

b. The Parklet process shall be licensed, constructed, and maintained consistent with the provisions of Town Council Resolution 5, Series of 2025 - A Resolution of the Town Council of the Town of Telluride, Colorado Revising the Town of Telluride's Temporary Summer Parklet Policy and Process ("**Resolution 5**") attached hereto as Exhibit B and incorporated herein by reference, and Parklet design, installation and use shall meet the Parklet Design Standards and Parklet Guidelines pursuant to Resolution 5 and to the provisions of the Temporary Summer Parklet Packet.

c. Application and approval of a Temporary Summer Parklet Permit ("**Parklet Permit**") is required before Parklet is installed within any public right-of-way, and Parklet is subject to the terms and conditions of all applicable licenses and permits including without limitation food service permits and alcohol beverage licenses.

d. Parklet may be opened for use by Licensee and Licensee's patrons only after passing final Parklet Permit installation inspection, and not before Licensee obtains a Temporary Summer Parklet Certificate ("**Parklet Certificate**").

e. No part of Parklet, including barriers and fixtures, shall be affixed to the asphalt or sidewalk or in any way damage the existing surface of the License Area or surrounding area.

f. Licensee shall maintain sidewalks adjacent to the License Area and shall ensure that sidewalks remain open for pedestrian traffic at all times and that no pedestrian traffic is diverted off of sidewalks.

g. Licensee accepts the License Area as it is currently improved, and Town shall not be required to make any improvements thereon.

3. **Fixtures.** Licensee, at its own expense, may place dining tables, chairs, umbrellas, food and beverage service stations, flower boxes and trash receptacles ("**Fixtures**") in the License Area. No part of any Fixtures may extend into travel lanes or sidewalks. **Fixtures must be reasonably and adequately secured to prevent endangering any passerby or patron, and to resist wind forces.** All Fixtures are the property and responsibility of Licensee and shall be removed from License Area upon expiration of the term of this License Agreement as set forth in Paragraph 8.

4. **Fees.** Pursuant to the process outlined in Resolution 5, a six-hundred and five dollar ($605.00) Parklet Permit application fee is due at time of application submittal. After passing final Parklet Permit installation inspection a Temporary Summer Parklet Use Fee calculated pursuant to Resolution 5 shall be remitted to Town prior to issuance of a Parklet Certificate. Such Parklet Certificate shall remain prominently displayed on Parklet from opening of Parklet for patron use through the term of this License Agreement. Licensee shall also be solely responsible for all consequential taxes and assessments for use of the License Area.

5. **Conduct.**

a. Licensee may dispense to the License Area only food and beverages.

b. Licensee shall conduct all business from within Licensee's existing premises or within the License Area. Use of any sidewalks or travel lanes adjacent to the License Area for ordering, delivery or wait service is strictly prohibited exclusive of the crossing of sidewalks by Licensee's employees to and from the License Area.

c. Alcohol service, if applicable, shall meet all Colorado and Town rules and regulations. Colorado law prohibits the introduction to and the removal of alcohol beverages from the License Area by any patron except as permitted under Colorado Liquor Rule 47-918. **Licensee understands and acknowledges that liquor service within the License Area requires a separate application and approval for a modification of liquor licensed premises by the Town of Telluride and the State of Colorado Liquor Licensing Authorities and will refrain from serving alcohol beverages within the License Area unless and until such approvals have been obtained.**

d. Licensee shall ensure compliance with all State of Colorado and San Miguel County public health requirements and protocols for cleaning and disinfecting tables and service areas, and shall keep the License Area in a clean and sanitary condition at all times.

e. Licensee shall be responsible for operating the License Area in a manner that does not disturb adjacent property owners and does not cause a public nuisance through excessive noise, lighting, litter or any other manner. Amplified music is not permitted on the License Area.

f. Licensee shall monitor the License Area and the adjacent sidewalk to ensure there are no unlawful obstructions for passage including but not limited to the attachment of strollers or bicycles, or the hitching of animals to the Parklet or associated barriers or fencing in violation of Telluride Municipal Code Section 10-3-10. Licensee must obtain approval by the Town to place bicycle stands on either side of the parklet pursuant to Resolution 5. Licensee will not be responsible for the removal or remedy of obstructions but shall contact and alert Town who will respond to the obstruction situation.

6. **Insurance.** Licensee has filed with the Town Clerk the following certificates of insurance evidencing valid and effective policies and naming the Town of Telluride and its officers, agents and employees as additional insured. Each policy must be primary insurance, must be maintained throughout the term of this License Agreement, and must contain an endorsement requiring thirty (30) day notice by mail to the Town Clerk before the insurer may cancel the policy for any reason.

a. ***General Liability Insurance.*** Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. The policy shall be applicable to the premises and operations and shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations.

b. ***Liquor Liability Insurance.*** If applicable, General Liquor Liability Insurance covering commercial liquor liability in the amount of ONE MILLION DOLLARS ($1,000,000) annual aggregate.

7. **Indemnification.** Licensee, on behalf of itself and its heirs, executors, successors and assigns, further agrees to indemnify and hold harmless the Town of Telluride and its officers, agents and employees from and against any and all claims, suits, damages, costs, losses, and expenses, including attorney fees, to persons or property in any manner resulting from, arising out of, or connected with the construction, maintenance, removal or operation of the encroachment which is the subject of this License Agreement. Licensee shall keep the License Area at all times free and clear of any mechanics' liens and all other liens for any purpose.

8. **Term.** Term of the license granted herein to occupy the License Area shall begin upon execution of this License Agreement and shall terminate the last day of October unless sooner revoked pursuant to Paragraph 9 or unless Public Works deems that due to safety and accessibility projects taking place in 2025, a specific parklet must terminate use by October 1, 2025. Parklet installation may not begin prior to April 1, 2025 and not prior to Licensee passing a pre-installation field inspection and a second inspection at commencement of construction. Parklet construction must be completed by no later than May 19, 2025 unless exempted by staff. Licensee must obtain a Parklet Certificate prior to opening Parklet to patrons, and Parklet and all Fixtures shall be removed from the License Area by end of business on the last day of October, or within three (3) days of notice of termination, or on the date specified by Public Works.

9. **Termination and Rulemaking.** It is understood by Licensee that the license granted herein is revocable by the Town Manager for any reason, including upon determination by the Town that the use of the parklet is detrimental to the public health or welfare or upon finding of violation of any term of this policy, or violation of other licenses or permits involving the licensed property including sales tax, liquor license and business license requirements, or violations of other applicable provisions of the Town's Municipal Code and Ordinances. For purpose of this provision, improper use of the edging (railing) that delineates the parklet for signage, tethering of dogs, bicycles or other obstructions shall constitute a violation of the policy. Notice of revocation shall be provided in writing no less than thirty (30) days in advance of such action, unless immediate revocation is determined to be needed for the protection of preservation of public health, safety, and welfare.

10. **Retained Rights**. The Town retains all rights to the Licensed Area not specifically granted herein. The Town and its successors or assigns shall have the right to use the Licensed Area for any purpose not inconsistent with Licensee's enjoyment of the rights granted in this Agreement.

11. **General Provisions.**

    a. Assignability. This License Agreement and the license it grants are issued solely to the undersigned and are not assignable without prior written consent of the Town Manager.

    b. Third Parties. There are no intended third-party beneficiaries to this License Agreement.

    c. Successors. This License Agreement shall be binding upon the Parties hereto and their respective heirs, executors, administrators, and successors.

d. No Waiver. Delays in enforcement or the waiver of any one or more provisions of this License Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this License Agreement.

e. Modification. This Agreement may only be modified upon written agreement of the Parties.

f. Notices. Any notices required herein shall be deemed to have been duly given by depositing same in the United States Mail addressed as follows:

Town of Telluride:	**Licensee:**
Town Manager Town of Telluride P.O. Box 397 Telluride, CO 81435	ATTN:

g. Governmental Immunity. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*., as amended, or otherwise available to the Town, its officers, attorneys or employees.

h. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF the parties have signed this License Agreement as of the date first above written.

LICENSEE: _____ **dba**

_____

_____ as

TOWN: Town of Telluride

_____

Zoe Dohnal, Town Manager

Attest:

_____

Tiffany Kavanaugh, Town Clerk

Approved as to form:

_____

Kevin J. Geiger, Town Attorney

EXHIBIT A

License Area

EXHIBIT B

Resolution 5, Series of 2025