

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into this ___ day of _____, 20__ by and between Cordillera Property Owners Association, Inc., a Colorado nonprofit corporation ("CPOA") and _____ (the "Licensee").

A. CPOA is the Association identified in and established by that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Cordillera recorded on October 26, 2016 at Reception No. 201618114 in the real property records of Eagle County, Colorado; and

B. CPOA is the owner of the Common Areas within the Cordillera Community; and

C. Licensee desires to use a portion of the Common Areas, described on Exhibit A attached hereto, for that certain event described below; and

D. CPOA has agreed to grant a temporary license to Licensee for the purpose of allowing Licensee to use the Common Areas, subject to the terms, conditions, and limitations of this Agreement (the "License").

THEREFORE, CPOA and Licensee agree as follows:

1. Grant of License. CPOA hereby grants to Licensee the nonexclusive privilege and permission of right to use the Common Areas described in Exhibit A (the "License Area"). The License herein granted shall be subject to all existing easements and encumbrances of record concerning, effecting, and encumbering the License Area.

2. Use of the Common Areas. The License Area shall be use by Licensee solely for the following event described in Exhibit A and no other reason. This license shall expire as set forth in Paragraph 3 below.

3. Term. This Agreement and the License granted to Licensee hereunder shall commence on _____ (the "Start Date") at _____ M and terminate at _____ 202_ at _____ M, (the "Term").

4. Damage to License Area.

a. Should work be necessary to return the License Area to its pre-License Agreement state, CPOA shall notify Licensee of said work and shall give Licensee ten (10) days from its receipt of such notice to remedy the issues; provided, however, if such repairs and/or clean up require a longer timeframe due to the scope of work, as determined by a third party hired to undertake the repairs or cleanup, or should such work become impossible or commercially impracticable for Licensee to cure within 10 days, then Licensee shall have such additional time as is necessary to perform the work or until the impossibility or commercial impracticability ceases to exist.

b. In the event Licensee fails to timely perform said work in a manner satisfactory to CPOA, then CPOA may notify Licensee that it will perform the work itself and Licensee shall be responsible for all costs. Further, Licensee shall be liable to CPOA for all damages and/or costs sustained by CPOA over and above the Damage Deposit which is the result of said work.

5. No Interest In Land. Licensee understands, acknowledges and agrees that this Agreement does not create any interest or estate in Licensee's favor in the License Area. The Agreement merely grants to Licensee the privilege to allow its employees, guests and invitees access to the License Area throughout the term of this Agreement.

6. Limited Scope of License. The License granted to Licensee is limited in scope to the permitted use as set forth herein.

7. Alterations and Maintenance. Licensee understands and agrees that it shall not make any permanent alterations to the License Area.

8. Transferability of License. This License shall not be transferable by Licensee, and any attempt by Licensee to transfer or convey its rights hereunder shall be null and void.

9. Personal Property. At such time as the License herein granted is terminated, Licensee shall remove any and all of its personal property from the License Area.

10. Indemnification. Licensee agrees to indemnify and hold harmless CPOA and its officers, agents, employees, insurers, members, and managers from and against all liability, claims, and demands on account of injury, loss, or damage, including without limitation, claims arising from bodily injury, death, property loss or damage, or any other loss of any kind or nature whatsoever that arise out of, or are in any manner connected with, this Agreement and/or the use of the Common Areas by Licensee or its employees, agents, officers, directors, guests, and invitees.

11. Insurance. The following Insurance shall be for events sponsored by non-CPOA members:

a. CPOA agrees to maintain public liability and casualty insurance in compliance with any requirements found in the Declaration, the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, or as otherwise required by law.

b. Non-CPOA member Licensee agrees as follows:

i. Licensee will secure, prior to the Start Date, a policy of comprehensive general liability insurance covering the event with limits no less than:

1. Bodily Injury: \$250,000 each person; \$1,000,000 each occurrence.
2. Property Damage: \$100,000 each occurrence.
- ii. No later than 3 days prior to the Start Date, Licensee will name CPOA as an additional insured on its insurance policies for the duration of the Term.
- iii. Licensee's insurance policy shall be the primary policy.

While additional insurance is not required for CPOA member, obtaining additional event insurance in amounts determined by the Licensee is encouraged.

12. CPOA Rules and Regulations. Licensee hereby agrees to abide by all Rules and Regulations of CPOA with respect to use of the License Area. Licensee agrees that CPOA may revise or amend the Rules and Regulations at any time and Licensee shall abide by such revised or amended Rules and Regulations. Licensee shall further, at Licensee's sole cost and expense, promptly comply with all laws, ordinances, and regulations of Federal, State, County, Municipal, and other lawful authority pertaining to the use and occupancy of the License Area. Licensee shall conduct him, her, or itself, at all times, in a manner reasonably acceptable to CPOA.

13. Damage. CPOA shall not be responsible for, or liable to, Licensee for any loss or damage that may result to Licensee or his, her, or its property from water, fire, explosion, theft, or any source or any cause whatsoever.

14. Attorneys' Fees. If any action is brought in a court of law by either party to this Agreement concerning the enforcement, interpretation, or construction of this Agreement, the prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorneys' fees as well as costs, including expert-witness fees, incurred in the prosecution or defense of such action.

15. Waiver. The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto with regard to the subject matter contained herein and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. Any other such prior agreement shall be deemed to be null and void and of no further effect.

17. Modification. This Agreement may be modified or amended only by a duly authorized, written instrument executed by the parties hereto.

18. Counterparts. This License may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. Counterpart signatures provided by telecopy, facsimile, electronic email, or PDF shall be sufficient to evidence a party's intention to be bound hereby.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first set forth above.

CPOA:

LICENSEE:

**CORDILLERA PROPERTY OWNERS
ASSOCIATION**

By: _____

By: _____

Its: _____

Its: _____

**EXHIBIT A
LICENSE AREA**

- Date(s) of Event: _____
- Description of Common Area to be used for Event: _____

- Description of the Event: _____
- Number of Attendees: _____
- Contact information for Licensee/responsible party:
 - Name(s): _____
 - Cell phone: _____
 - Cordillera address: _____
 - Primary address (if different): _____
 - Email: _____