

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.
2. The Permit, as specified above, shall continue from the date subsequent to this Permit upon which Permittee or Permittee's agent, representative, or contractor first deposits the landscaping materials and/or roll-away dumpster upon the City street right-of-way to a date _____ days thereafter, 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 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.
7. **ASSIGNMENT.** This Permit shall not be assigned by Permittee without the prior written consent to Arvada which may withhold its consent for any reason.
8. **NOTICES.** 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.
9. **INTEGRATION AND AMENDMENT.** 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.

