

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement (“License”) dated as of the 16th day of February, 2022 (the “Effective Date”), by and between Pagosa Bow Club, a Colorado non-profit corporation (“Licensee”), and the Archuleta County Board of County Commissioners (“County”).

Background:

County possesses the real property described as:

RURAL Sec: 9 Twn: 35 Rng: 2W S2S2NE4NE4SW4; W2NW4NE4SW4; S2SE4NW4NE4SW4; S2NE4SW4, which is more commonly known as 329 Cloman Boulevard, Pagosa Springs, CO 81147 (the “Property”).

Licensee desires access to eastern portions of the Property for purposes as described in Exhibit A (the “License”). County agrees to grant Licensee such access on the terms set out in this Agreement.

1. License Grant

1.1 **Grant, Purpose, and Scope of License.** County grants to Licensee a non-exclusive, non-transferrable, non-assignable, revocable right of entry onto and license to use the Licensed Premises, as set out in Exhibit B, for the limited purposes described in, and set out in, Exhibit A. The License extends to Licensee and its employees, contractors, and invited guests.

1.2 **Fee.** In exchange for the rights provided in this Agreement, Licensee will pay County a fee (“Fee”) in the amount, and according to the schedule, set out in Exhibit A.

2. Licensed Premises

2.1 **Limited Rights.** This License provides Licensee a license only and, notwithstanding anything to the contrary in this Agreement, does not constitute a grant of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the Property.

2.2 **As-Is; No Representation as to Suitability.** Licensee acknowledges that, except as provided in Section 2.3, County has not made any representations or warranties, express or implied, concerning any aspect of the Property or the Licensed Premises, including its fitness for Licensee’s purposes, that County disclaims any such representation or warranty, and that the Licensed Premises are being licensed “as is.” Licensee acknowledges that it has made its own independent evaluation in deciding to enter into this Agreement and conduct activities on the Licensed Premises.

2.3 **No Interference.** County represents to Licensee that it has the power and authority to grant the License to Licensee. County will not, nor will it grant access or license

rights to any third parties that would, materially interfere with Licensee's use of the Licensed Premises.

2.4 **Inspection.** County may enter the Licensed Premises at all reasonable times to inspect Licensee's activities on and the condition of the Licensed Premises.

2.5 **Licensee's Activities.** Licensee will have sole responsibility for the planning, management, and carrying out of its operations on the Licensed Premises. Licensee will conduct its activities in a professional manner, take care to prevent waste or damage to the Licensed Premises, and comply with all applicable laws in carrying out its activities on the Licensed Premises. Licensee will not materially interfere with the normal operations and activities of County's use of the Property.

2.6 **No Improvements.** Licensee will not make any alterations, additions, or improvements to the Licensed Premises, including erecting any structures, without County's prior written approval.

2.7 **Recordkeeping.** Licensee will maintain records of its operations on the Licensed Premises. Licensee will make such records available to County as it may reasonably request.

3. Waiver and Release, Indemnification and Insurance

3.1 **Waiver and Release.** Licensee waives and releases any and all claims against County and its elected officials, non-elected officials, directors, officers, employees and affiliates (together, the "County Parties") for any liability, loss, damage, expenses and attorneys' fees, resulting from (i) death or injury to person or (ii) loss, theft or damage to property of Licensee caused by or arising from Licensee's presence or activities on the Licensed Premises, regardless of the cause and even if caused by negligence, active or passive. Licensee agrees not to sue County on the basis of these waived and released claims.

3.2 **Indemnification.** To the extent permitted by law, Licensee agrees to indemnify and hold harmless the County, its elected officials, officers, employees, contractors, agents and insurers, from and against all liability, claims and demands arising out of their occupancy and use of the Licensed Premises. To the extent permitted by law, Licensee agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at their expense, or, at the option of the County, agree to pay the County or reimburse the County for the defense costs incurred by the County in connection with any such liability, claims or demands. To the extent permitted by law, Licensee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

The Parties agree that this shall not to be construed as a waiver of any immunities or defenses provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* In addition, the County, its commissioners, officials, officers, directors, agents, contractors and employees, do not waive or intend to waive by any provisions of this Agreement, the rights,

immunities and protections afforded the Parties by the Owners of Recreation Areas statutes, C.R.S. § 33-41-101 *et seq.*

3.3 **Insurance.** Licensee, at its sole expense, will maintain insurance of types and amounts as set out on Exhibit A. If applicable, Licensee will provide County upon request a certificate of insurance confirming this coverage and naming County as an additional insured.

4. Termination

4.1 **Term.** This Agreement will begin on the Effective Date and continue until terminated under Section 4.2 below, or revoked under Section 4.3 below.

4.2 **Termination by Licensee.** Licensee has the right to terminate this License at any time by giving written notice to County. Such a termination will be effective thirty (30) days after County's receipt of the notice. Termination by Licensee will not entitle Licensee to withhold or obtain a refund of the Fee or other sums due under this Agreement or to obtain any compensation or damages from County.

4.3 **Revocation by County.** Notwithstanding any other provision of this Agreement or any course of performance under this Agreement, County may at its sole option freely revoke the License at any time by giving written notice to Licensee. Such a revocation will be effective thirty (30) days after Licensee's receipt the notice. Revocation by County may occur without cause and will be without liability or obligation to pay consideration to Licensee, including, without limitation, any obligation to return to Licensee any part of the Fee.

4.4 Consequences of Expiration and Termination.

(a) **Surrender; Payment.** Upon expiration or termination of this Agreement, Licensee will (i) surrender the Licensed Premises in good condition, order and repair, (ii) remove its property from the Licensed Premises, and (iii) repair, at its cost, any damage to the Licensed Premises solely caused by Licensee, reasonable impacts excepted. The provisions of Sections 3.3, 4, and 5 will remain effective after expiration or termination of this Agreement.

(b) **Personal Property After Termination.** If Licensee leaves any of its personal property on the Licensed Premises after the termination of this Agreement, County may store it at a warehouse or any other location for Licensee's account and at Licensee's risk and expense. County will release the property only when Licensee pays all charges relating to storage and all other amounts Licensee may owe County under this Agreement. If Licensee does not reclaim its property within thirty (30) days, County may sell it in accordance with law and apply the proceeds of the sale to any amounts owed by Licensee under this Agreement, or retain Licensee's property, granting Licensee credit for the reasonable value of its property against any amounts owed to County by Licensee.

5. General Provisions

5.1 **Entire Agreement; Amendments.** This Agreement, together with all Exhibits, is the entire agreement between County and Licensee and supersedes all prior or contemporaneous communications, representations, understandings, and agreements, either oral or written, relating to the subject matter of this Agreement. This Agreement may be amended only as stated in a written document signed by both County and Licensee, which states that it is an amendment to this Agreement. If there are any inconsistencies between this Agreement and other documents, including the Exhibits, this Agreement will control.

5.2 **Severability.** If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will remain enforceable, and the illegal, invalid, or unenforceable provision will be considered modified so that it is valid to the maximum extent permitted by law.

5.3 **Waiver.** Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

5.4 **Third-Party Beneficiaries.** Each County Party other than County is an express third party beneficiary of this Agreement. Except as specifically provided in this Section 5.4, this Agreement is for the exclusive benefit of County and Licensee, and not for the benefit of any third party.

5.5 **Governing Law.** This Agreement is governed by Colorado law. The Parties consent to the exclusive jurisdiction of the state and federal courts for Archuleta County, Colorado.

5.6 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

5.7 **Assignment.** Licensee may not assign or transfer this License, except upon the express written authorization of the County.

LICENSEE:

By: Jim Hately

Printed Name JIM HATELY

Title: PRES PAGOSA BOW CLUB

Licensee Address:
329 CLOWAN BLVD

PAGOSA SPRINGS, CO 8

COUNTY:

By: _____

Printed Name _____

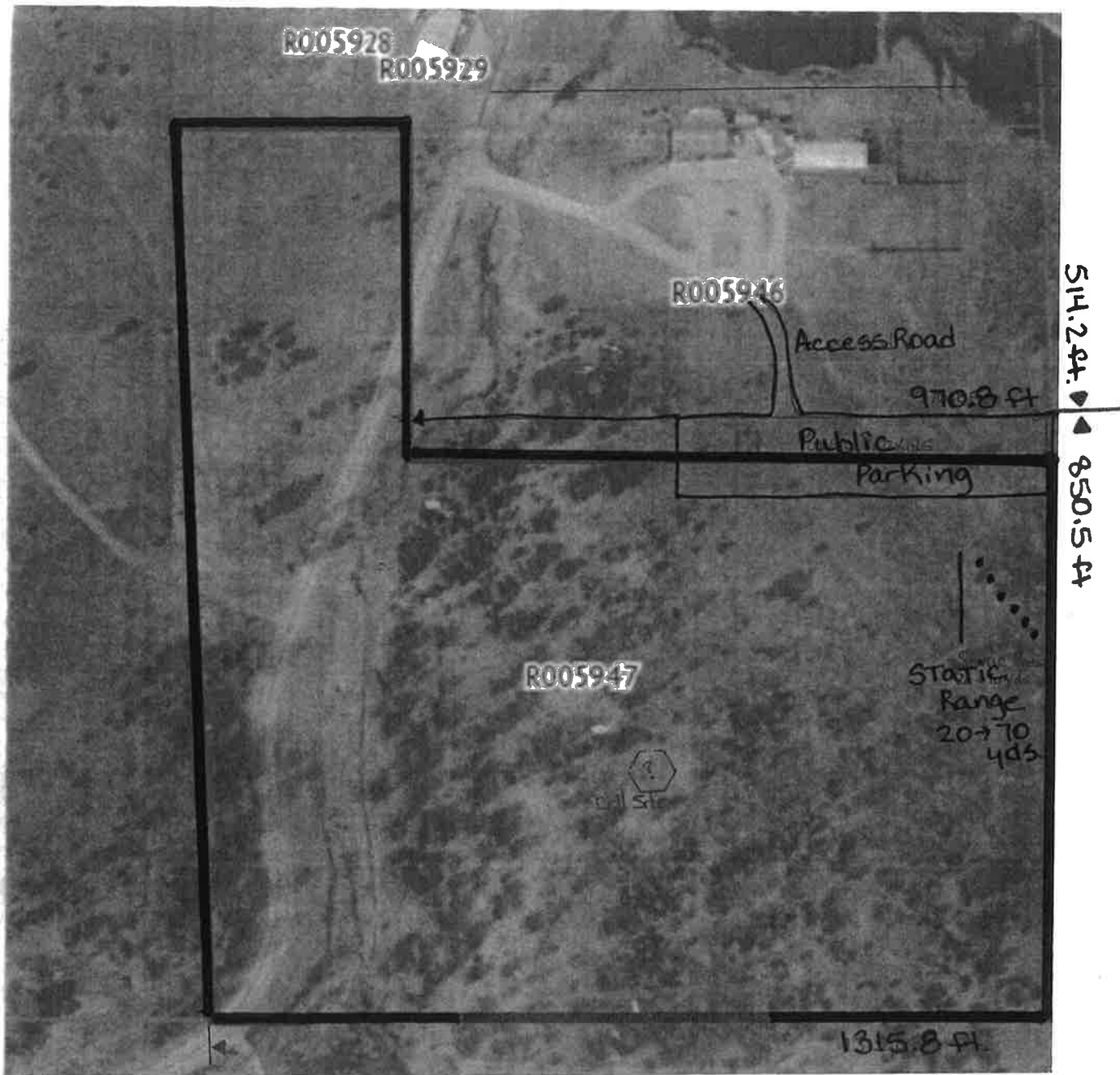
Title: _____

County Address:

EXHIBIT A
Licenses

1. **Property.** 329 Cloman Blvd., Pagosa Springs, Colorado.
2. **Licensed Premises.** As set forth in Exhibit B.
3. **Purpose.** Bow shooting range.
4. **Term.** Beginning on the Effective Date and ending when terminated or revoked as set forth herein.
5. **Number of Entrants.** Not applicable.
6. **Hours of Entry.** From dawn to dusk daily.
7. **Public Tournaments.** Licensee must apply for and obtain a permit from the County for any public tournaments and meet the requirements for obtaining such a permit prior to any such tournament.
8. **Special Requirements to Entry.** Not applicable.
9. **Fee.** \$10.00 per year
10. **Payment of Fees.** Payment shall be made to the County by January 31 of each year this License is in effect.
11. **Insurance.** Licensee shall carry a commercial general liability insurance policy with a minimum coverage of \$1,000,000.00 in personal and advertising injury and \$1,000,000.00 per each occurrence naming the County as an additional insured.

EXHIBIT B
Licensed Premises



RURAL Sec: 9 Twn: 35 Rng: 2W S2S2NE4NE4SW4; W2NW4NE4SW4;
S2SE4NW4NE4SW4; S2NE4SW4, which is more commonly known as 329 Cloman Boulevard,
Pagosa Springs, CO 81147