



PERMIT FOR ACCESS TO CERTAIN PUBLIC SIDEWALKS, AT-GRADE ROADWAY CROSSINGS, AND TRAILS BY GOLF CARS AND OFF-HIGHWAY VEHICLES

Parker Police Department
18600 E Lincoln Meadows
Pkwy. Parker, Colorado 80134

- Permits are required prior to accessing Town sidewalks and at-grade roadway crossings, and trails.
- This permit does not take the place of a Community Events Permit, should one be required.
- This permit is good only through December 31 of the calendar year for which it is issued.
- Applicants will be granted a ten (10) business day grace period after December 31 to obtain a new permit.

Organization/Company/Association:

Address:

Phone:

Name of Contact Person for Above Applicant:

Phone:

Email:

Name of Subdivision, Development, or Business for Requested Access and Location (address or general location)

If Town trail(s) access is also being requested, provide the name(s) of the trail(s) being access and the general locations of access needed:

List all types of motorized vehicles that will be in use:

With this Permit application, the Applicant shall submit a list of all off-highway vehicle routes that may be utilized by the permit holder for such limited maintenance use, or the Permit shall be deemed invalid.

List the name of all companies that will be using motorized vehicles per this Permit:

CONDITIONS OF APPROVAL AND APPLICANT/PERMITTEE AGREEMENTS START ON PAGE 2 OF 3.

THIS PERMIT SHALL BE AVAILABLE AT ALL TIMES EITHER ON SITE AND/OR AT THE MAIN OFFICE FOR INSPECTION UPON REQUEST BY ANY INDIVIDUAL

The Applicant/Permittee agrees to fully comply and require all employees, agents, and/or contractors to comply with the below:

1. This Permit authorizes the use of off road vehicles and golf cars along certain Town sidewalks, at-grade roadway crossings, and trails only for the applicant, their employees, agents, and contractors. Transfer of this agreement is not allowed.
2. This Permit authorizes use of these vehicles on certain Town property only for the purpose of performing maintenance activities, repairing or patrolling the property. Per Town of Parker Resolution or Ordinance, certain types of vehicles may be limited in the types of activities they can perform.
3. All vehicles in use subject to this Permit must be identifiable as a work vehicle.
4. Do not exceed a 15mph speed limit.
5. Use of any golf cars or off-highway vehicles authorized under this Permit for recreational activity is strictly prohibited.
6. To notify the Town of Parker (Town) of any activities that would be outside of the agreed upon access or usage, and to obtain additional permits or proper approvals for the same.
7. The Town reserves the right to adjust the access granted in this Permit, for safety purposes, upon notice.
8. The applicant agrees they are responsible for the behavior of all individuals engaged in authorized activities under this Permit. Upon learning of any activities deemed unsafe or behavior deemed inappropriate by the Town, the applicant will be notified to discontinue such activity immediately, or the Permit may be revoked.
9. To collect and remove all trash, litter, debris, etc. from the areas covered by this permit following each use.
10. All non-involved areas surrounding the permitted areas shall be kept unobstructed by any individual acting pursuant to this Permit and will not be used for any purpose other than as authorized herein.
11. Not to access any Town property if there is a danger that it will be damaged by that access.
12. The applicant will be responsible for the repair and/or cost to repair any damage caused to Town property as the result of access under this Permit.
13. Equipment and furnishings in the permitted areas shall not be removed from the premises for any reason.
14. The Town of Parker reserves the right to employ security measures as the Town deems appropriate for the permitted access, at the Applicant's/Permittee's expense. Parker Police officers are available to contract through the Parker Police Department, and can be reached at (303) 841-9800.
15. The Town reserves the right upon notice, to require staff to be on duty when the Applicant/Permittee is on/near Town property. There will be a fee assessed if Town staff is required.
16. The Town of Parker is not responsible for any belongings of persons using the access Town property. Any property left in/near the permitted areas by the Applicant/Permittee shall, after a period of fourteen (14) days, be deemed abandoned and become the property of the Town of Parker. The Town shall not be liable for any loss or damage to such property.
17. To follow proper procedures and licensing ordinance for any access pursuant to another Permit, Resolution, or Ordinance.
18. That during the permitted access to Town property, Applicant/Permittee will not exclude anyone from participation in, deny anyone the benefits of, the use of Town property. Nor will the Applicant/Permittee otherwise subject anyone to discrimination because of the person's race, color, national origin, or any protected class status.
19. To obey all Town of Parker Municipal Codes (not limited to): 12.02.200 Unlawful consumption of alcohol beverages; 12.02.040-12.02.060 Vandalism, litter and glass containers prohibited; 12.02.190 Speed limit on all trails is **fifteen (15) m.p.h.**
20. To adhere to the Etiquette and Safety requirements when on the Town's trail system: (a) motorized vehicles yield to ALL other users; (b) motorized vehicles pull off Town property when possible to allow other users to pass; (c) announce or alert when you are planning to pass (However, when approaching an equestrian, use a calm voice for warning, and not bells or horns that may frighten horses)

Insurance Requirements

A. The Applicant agrees to procure and maintain, during the life of this Permit, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by any permittee under this Permit. Such insurance shall be in addition to any other insurance requirements imposed by this Permit or by law. The Applicant shall not be relieved of any liability, claims, demands or other obligations assumed, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain, during the life of this Permit, insurance in sufficient amounts, durations or types.

B. The Applicant shall procure and maintain, during the life of this Permit, for itself and any employee, agent, contractor, subcontractor, or the like, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Applicant or anyone acting under this Permit. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

i. Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars (\$2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

ii. The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars (\$2,000,000) for all damages arising out of injury to or destruction of property, including the Town's property during the policy period. The policy shall contain a severability of interests provision.

iii. The policy required by Paragraph ii. above shall be endorsed to include the Town, its officers, employees and Contractors as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, its employees or its Contractors shall be excess and not contributory insurance to that provided by the Applicant. No additional insured endorsement to the policy required by Paragraph ii. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Applicant shall be solely responsible for any deductible losses under any policy required above.

iv. The certificate of insurance provided by the Applicant shall be completed by the Applicant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, **and shall be reviewed and approved by the Town prior to commencement of the Permit.** No other form of certificate shall be used. The certificate shall identify this Agreement and the coverages afforded under the policies. **The certificate of insurance must be on file with the Town prior to commencement of the Agreement** The completed certificate of insurance shall be sent to:

Town of Parker
Attn: Risk Manager
20120 East Mainstreet
Parker, Colorado 80138

v. It is the affirmative obligation of the Applicant to notify the Town's Risk Manager, as provided in this Permit, including e-mailing (sbedard@parkeronline.org) or faxing (303-841-4814) a copy of the notice to the Risk Manager, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Permit, and failure to do so shall constitute a breach of this Permit.

vi. Failure on the part of the Applicant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of Permit upon which the Town may immediately terminate this Permit or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by the Applicant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Applicant from the Town.

vii. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

viii. The Applicant understands and agrees that the Town, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Permit the monetary limitations (presently Three Hundred Eighty-Seven Thousand Dollars (\$387,000) for any injury to one person in any single occurrence, and One Million Ninety-Three Thousand Dollars (\$1,093,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Three Hundred Eighty-Seven Thousand Dollars (\$387,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Town, its officers or employees.

NOTE: By the Town granting this Permit, for only the purposes authorized herein, and for only calendar year listed and approved herein, Municipal Codes 12.02.030 No trespassing in enclosed or restricted areas, 12.02.100 Motor vehicles prohibited on park lands, and 12.02.110 Illegal parking are temporarily waived for the Applicant/Permittee and their associates/participants.

Any material misrepresentation, as determined by the Town of Parker, whether written or oral, by the Applicant/Permittee, where the Town relied on such misrepresentation in granting the permit, shall be grounds for the Town's immediate denial, termination or revocation of this permit,

Failure to comply with any of the guidelines set forth on this page may result in being prohibited from accessing any Town of Parker property via Motorized Vehicle under a permit in the future.

Cancellations:

- **The Town reserves the right to cancel this Permit and withdraw the permission hereby granted for just cause, or failure to comply with the Town's policies or guidelines.**
- **The Town reserves the right to cancel this Permit upon a 48-hour notice to the Applicant/Permittee, or with as much notice as possible in case of an emergency.**

**ACCEPTANCE OF PERMIT FOR ACCESS TO CERTAIN PUBLIC SIDEWALKS, AT-GRADE ROADWAY CROSSINGS, AND TRAILS
BY GOLF CARS AND OFF-HIGHWAY VEHICLES**

- * I have read, understand, all of the conditions and procedures that are required to obtain this Permit, I agree to comply with each of these conditions and procedures, and I will communicate to the individual employees, agents, and/or contractors, all relevant rules, regulations, and laws, under this Permit.
- * I have read, fully agree with and accept all responsibility for the terms and conditions of this Permit.
- * I acknowledge that by issuing this Permit, the Town does not assume any liability for damages or injuries caused by the Applicant, any employee, agent, contractor, subcontractor, or the like, and I hereby release and agree to hold harmless the Town and its representatives from all claims of liability for damages and/or injuries alleged related to conduct and activities occurring pursuant to this Permit.
- * I understand that this access permit does not authorize violation of Town or State laws, except to the limited extent that it allows Town property to be temporarily accessed in conformity with permit conditions. I also understand that this permit does not excuse failure to comply with orders of law enforcement personnel, firefighters or other emergency workers, and that it does not provide immunity from civil claims of third parties that are based upon damages occurring at, or in conjunction with, such permitted access.
- * I acknowledge that the issuance of this Permit does not authorize me to drive a golf car or off-highway vehicle on any roadway, does not supersede Parker Municipal Code or Colorado State Statute with respect to the use of such vehicles on roadways, and does not authorize any travel on a roadway, beyond a direct route at an at-grade roadway crossing to traverse from one authorized area to another.
- * In the event that Town property is accessed for the purposes specified herein, this Permit shall serve as a license to use the Town-owned property described in this permit for the calendar year specified herein, but only for the uses specified in this permit.
- * Acceptance of the Permit, and conducting the authorized access, denotes your acceptance of the terms and conditions of this Permit in lieu of a signed document.

Applicant

Authorized Signature

Date

Town of Parker Approval:

Chief of Police or Designee

Date