

**LICENSE AGREEMENT  
FOR USE OF ENCLOSURE**

This **LICENSE AGREEMENT FOR USE OF ENCLOSURE** (“License Agreement”) is made and entered into on the day and year below set forth by and between the **CITY OF LOVELAND, COLORADO**, a Colorado municipal corporation (the “City”), and the **LOVELAND DOWNTOWN DEVELOPMENT AUTHORITY**, a body corporate and politic of the state of Colorado established pursuant to C.R.S. §31-25-801, et seq., (“the DDA”), and the **FOUNDRY LOVELAND METROPOLITAN DISTRICT** (“FLMD”), a metropolitan district formed under Colorado law, and **COMMON SENSE HOSPITALITY LLC dba URBAN FIELD PIZZA AND MARKET** (the “Licensee”).

1. Term. The Initial Term of this License Agreement shall commence upon execution hereof and shall continue for a period of one (1) year. After the Initial Term, this License Agreement shall automatically renew each year for an additional one-year period unless terminated as permitted herein.

2. Subject Property. This License Agreement concerns property located on the northeast corner of the MetroLux Movie Theatre south of the alley behind 234 East 4<sup>th</sup> Street Loveland, Colorado (the “Enclosure”), as depicted on attached **Exhibit A**, which is located on property owned by the City.

3. Grant of License. The City, and the City alone, hereby grants to the Licensee a limited, non-exclusive license to use the Enclosure for the following purposes and no other purpose:

- i) Placement of shared use trash, recycling, grease, laundry receptacles, and other like receptacles within the Enclosure, by a service provider (“Business Services”); and
- ii) The dumping of refuse into such receptacles; and the collection of such refuse from the Enclosure by the Business Services.

4. Payment. The City will not charge the Licensee a fee for use of the Enclosure. However, the Licensee is responsible for all fees and costs associated with the cost of Business Services, as well as costs associated with Enclosure maintenance and repair.

5. Conditions of Use. The Licensee’s use of the Enclosure shall be governed by the following conditions:

- a. Service. The City shall have no obligation to arrange for, provide for, or maintain Business Services for the Enclosure. This License Agreement does not constitute permission to the Licensee to use any waste receptacle that may be located within such enclosure. Use of such receptacles must be arranged separately by the Licensee with a Business Services provider. The Licensee is also required to arrange for routine cleaning and the maintenance of a tidy Enclosure. The Licensee shall pay all costs associated with Business Services in the Licensee’s Enclosure area regardless of whether Licensee placed the items there or not.

- b. Authorized Persons. Only the Licensee, its officers, directors, members, managers, employees, and agents, as applicable, are permitted under this License Agreement to enter and make use of the Enclosure.
- c. Use is at Own Risk. The Licensee understands and agrees that use of the Enclosure is at its own risk, and hereby waives any and all future claims against the City for any bodily injury, or property damage or loss, which it may sustain in connection with such use. The City shall not be liable to the Licensee if, for any reason whatsoever, the Licensee's use of the Enclosure is hindered or disturbed, unless such hindrance or disturbance is directly, proximately, and unlawfully caused by the City.
- d. Existing Business Requirement. This License Agreement is valid only so long as the Licensee continues to operate its existing business in its existing location.
- e. Entry to Licensed Premises, Obstruction of Licensed Premises. The Licensee shall not enter, occupy, or make use of any other space on the Property, except the space within the boundaries of the Enclosure, as depicted in **Exhibit A**, or as necessary to enter or exit from such enclosure.
- f. Conduct. The Licensee shall use the Enclosure in a reasonable manner and shall be responsible for properly and neatly depositing its refuse in such enclosure.
- g. Environmental Compliance: Licensee shall not engage in, nor shall it permit any third party to engage in, activities upon the Enclosure, or any portion thereof, for the purpose of or anyway involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal, accidental or intentional) of any hazardous or toxic substances, materials or wastes, or any wastes regulated under any local, state or federal law.
- h. General Restrictions: Licensee shall at all times keep the Trash Enclosure clean and free from rubbish, public nuisances, flammable materials, debris, and waste, and in a condition satisfactory to the DDA. The Licensee is prohibited from using any area owned by the City or FLMD for Business Services except for the Enclosure consistent with this License Agreement.
- i. Alterations and Additions: Licensee shall not make any additions, alterations, or improvements to the Trash Enclosure.
- j. Legal Compliance: Licensee shall at all times comply with all local, state, and federal laws and regulations regarding use of the Enclosure.
- k. Ongoing Maintenance. The Licensee will pay an annual fee to the FLMD for the sole purpose of maintenance and keeping the Enclosure clean, including but not limited to power washing. Licensee's Failure to pay the maintenance fee by

February 1 of each year this License Agreement is in effect, as required by this subparagraph (k), may result in immediate and automatic termination of this License Agreement and upon termination Licensee must remove all physical components of the Business Services. Any use by Licensee of the Enclosure subsequent to termination shall be construed as trespassing under Loveland Municipal Code Section 9.48.010. FLMD shall promptly report any non-compliance with this Paragraph 5(k) to the City and the DDA. Notwithstanding anything to the contrary herein, if it is determined in FLMD's reasonable discretion, that Licensee's specific use of the Trash Enclosure disproportionately affects the cleaning and costs of the Property, such additional cost shall be billed to Licensee. Failure by Licensee to pay any additional cost consistent with the immediately aforementioned sentence may result in termination of this License Agreement.

- l. Alteration and Additions. The Licensee shall not make any additions, alterations, or improvements to the Enclosure without prior written approval of the City.
- m. Legal Compliance. The Licensee shall at all times comply with all local, state, and federal laws and regulations in using the Enclosure.
- n. Environmental Compliance. Licensee shall not engage in, nor shall it permit any third party to engage in, activities upon the Trash Enclosure, or any portion thereof, for the purpose of or anyway involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge, or disposal (whether legal or illegal, accidental or intentional) of any hazardous or toxic substances, materials or wastes, or any wastes regulated under any local, state or federal law
- o. Additional Condition of Use. The City, DDA, or FLMD reserves the right to impose additional conditions of use of the Enclosure beyond those herein contained, which the City determines are necessary or desirable. Any additional conditions shall be effective and incorporated into this License Agreement upon delivery to Licensee of written notice thereof.

6. Indemnification. In consideration of the license herein granted, the Licensee agrees to release, hold harmless and indemnify the City, DDA, FLMD, and the owner of the Property, their respective members, managers, officers, directors, agents and employees, as applicable, from and against any liability, loss, costs, expense or damages, including attorneys' fees and judgments, resulting from, arising out of, or in any way connected with, use of the Enclosure by the Licensee, its members, managers, officers, directors, employees or agents, as applicable.

7. Notice. All notices desired or required to be made under this License Agreement shall be sent by certified mail or hand delivered to the following addresses. Notice of a change of address of a party shall be made in the same manner as all other notices.

City: City of Loveland  
Attn: Rod Wensing  
Acting Loveland City  
Manager

500 East Third Street, Suite 300  
Loveland, CO 80537  
e-Mail: [rod.wensing@cityofloveland.org](mailto:rod.wensing@cityofloveland.org)

DDA: The Loveland Downtown Development Authority  
Attn: Sean Hawkins, Executive Director  
201 East Fourth Street  
Loveland, CO 80537  
e-Mail: [shawkins@lovelandpartnership.org](mailto:shawkins@lovelandpartnership.org)

FLMD: Foundry Loveland Metropolitan District  
Attn: FLMD President  
550 W. Eisenhower Blvd  
Loveland, CO 80537  
e-Mail: [FOUNDMDadmin@pcgi.com](mailto:FOUNDMDadmin@pcgi.com)

LICENSEE: Common Sense Hospitality LLC  
dba Urban Field Pizza and Market  
Attn: Paul Nashak  
214 E 4<sup>th</sup> Street  
Loveland, CO 80537  
e-Mail: [paul@urbanfieldpizza.com](mailto:paul@urbanfieldpizza.com)

8. No Assignment. The Licensee shall not have any right, power, or authority to assign or otherwise transfer any part of this License Agreement to any other person or entity.

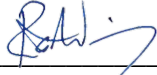
9. Authority; Termination. The person signing this License Agreement on behalf of the Licensee represents that he or she has the authority to sign and to bind Licensee to its terms and conditions. This License is issued in accordance with Section 2.24.060 of the Code of the City of Loveland, which authorizes the City Manager to grant a permit for the use or occupation of any real property owned in the name of the City. This License shall be revocable at the pleasure of the City Manager.

10. Governmental Immunity Act. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* and under any other applicable law.

11. No Waiver. The failure of any party hereto to exercise any right, power, or remedy provided under this License Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

**CITY:**

**CITY OF LOVELAND, COLORADO,  
a Municipal Corporation**

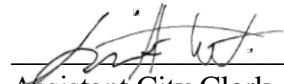
By: 

Name: Rod Wensing

Title: Acting City Manager

Date: 12.18.24

ATTEST:

  
Assistant City Clerk  
12.18.2024



APPROVED AS TO FORM:

  
Deputy City Attorney  
Assistant



**FLMD:**

**FOUNDRY LOVELAND METROPOLITAN DISTRICT  
A Colorado Metropolitan District**

By: Brandy Natalzia

Name: Brandy Natalzia

Title: President

Date: November 14, 2024

**LICENSEE:**

**COMMON SENSE HOSPITALITY LLC**

By: Paul Nashak

Name: Paul Nashak

Title: Owner

Date: 11/15/24

# Exhibit A

E 4th St

Vintage  
Windows/  
Starlight Bake  
&  
Office Suites

Door222

Apparatix

Henry's  
Pub

Mary's  
Mountain  
Cookies

Rialto  
Theater  
Center

Little  
Red  
II, LLC

N Cleveland Ave

N Lincoln Ave

Enclosure Area

Brinkman  
(Level Engineering)

Christ  
Church of  
the Rockies

E 3rd St