

AGREEMENT FOR THE PROVISION OF SNOW REMOVAL SERVICES

This Agreement for the Provision of Snow Removal Services ("this Agreement") is entered into the 3rd day of November, 2017, between the TOWN OF BLUE RIVER, a Colorado municipal corporation ("the Town") and SPRUCE VALLEY RANCH FOUNDATION, ("the Foundation") a Colorado non-profit corporation;

WHEREAS, the Town is a Colorado statutory town; and

WHEREAS, the Foundation is a Colorado non-profit corporation and the owners association for Spruce Valley Ranch ("SVR"); and

WHEREAS, SVR is a private residence community located within the Town of Blue River; and

WHEREAS, the roads are not dedicated for use by the general public but are dedicated primarily for the common use and enjoyment of the homeowners within SVR; and

WHEREAS, the Town and the Foundation desire to enter into this Agreement, for the benefit of the residents and visitors of SVR, under which certain services will be furnished by the Town in compliance with the above;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. TERM. The term of this Agreement shall be for an initial period commencing on November 1, 2017 and concluding on April 30, 2018. This Agreement shall automatically renew each calendar year thereafter unless notice of non-renewal is provided at least 30 days before the end of any calendar year. At any time during the term of this Agreement, either party may give the other party 90 days notice of termination without cause.

2. SCOPE OF SERVICES. The Town shall provide the following services:

1. Provide snow and ice removal utilizing the Town's snow removal contractor as needed, but at a minimum when approximately four or more inches has accumulated on Spruce Valley Ranch roads.
2. Both parties mutually agree that extreme conditions may exist at times although the Town will do everything feasible to ensure snow and ice removal is completed as required by this Agreement without putting contractors or residents in danger;

3. GOVERNMENTAL IMMUNITY. The Town expressly relies upon and does not waive the protections and limitations of the Colorado Governmental Immunity Act, C.R.S. § 24-10-1-1, et seq. ("the Act"), as presently stated and as it may be amended from time to time.

4. INDEMNIFICATION. To the maximum extent allowed by law, the Foundation releases the Town from and shall indemnify and hold the Town harmless from all

claims, demands, judgments and causes of action (including the Town's reasonable attorney's fees, court costs and expert witness fees) arising out of this Agreement, including but not limited to damage to its roads.

5. INSURANCE. The Foundation shall obtain and maintain at all times, at the Foundation's sole cost, a policy or policies of comprehensive general liability insurance with limits of coverage of not less than the limits of liability for Colorado municipalities established from time to time by the Act. The Foundation shall furnish the Town with a certificate of insurance evidencing compliance with the requirements of this Section prior to the execution of this Agreement, and within (20) days of each policy renewal or replacement. The certificate of insurance shall be sent to the Town Clerk, Town of Blue River, P.O. Box 1784, Breckenridge, Colorado. The certificate of insurance shall provide that Foundation's insurance policy may not be terminated or cancelled without at least thirty (30) days' prior written notice to the Town, sent to the Town Clerk at the above address.

6. NO BENEFIT TO INURE TO THIRD PARTIES. This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either party because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein.

7. SEVERABILITY. All agreements and covenants contained herein are severable, and in the event that any such agreement or covenant is held invalid, by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

8. APPROPRIATION OF FUNDS. Notwithstanding anything to the contrary contained herein, the payment of all direct and indirect obligations hereunder by the Town in fiscal years subsequent to the current year, are contingent upon funds for this Agreement being duly appropriated and budgeted. If funds for this Agreement are not so appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement, the Town may terminate this Agreement upon written notice to the Foundation. The Town's fiscal year is currently the calendar year.

9. APPLICABLE LAW. This Agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue shall only be proper in Summit County, Colorado.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

SPRUCE VALLEY RANCH FOUNDATION,
a Colorado non-profit corporation


By Georgianna Fernandes, President SVR

Address:
P.O. Box 1582.
Breckenridge, Colorado 80424

TOWN OF BLUE RIVER, a Colorado
municipal corporation

ATTEST:


Michelle Eddy
Town Clerk

By 
Toby Babich, Mayor

Grantee's Address:
P.O. Box 1784,
Breckenridge, Colorado 80424