



## TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees  
FROM: Patrick Davidson, Town Administrator  
DATED: April 8, 2025  
SUBJECT: Amendment to the Licensing Agreement with EBC for Friday Night Markets

---

### BACKGROUND

For several years the Board of Trustees has entered into an agreement with the Elizabeth Brewing Company to host the “Friday Night Markets” at Running Creek Park. On September 24, 2024, the Board of Trustees approved the requisite license agreement for 2025, which encompasses a total of ten (10) Friday evenings through 2025.

For purposes of the liquor license involved for the event, it is a Special Event Permit, held in the name of the Town Administrator. Due to this licensing scheme, it substantially constrains the nature and types of vendors that may participate in the event; removes event control from EBC although they remain the lessee for the event space; and places liability on the Town Administrator for issues arising from the event.

Through discussions with the Town Attorney, EBC, and the Town Clerk, the use of a Festival Permit appears to provide solutions for these concerns. Under this scenario, The first event of the season will remain under the Town Administrator, and EBC will hold the Special Event Permit for a total of nine (9) Friday evenings, in compliance with Colorado Law. Consequently, all ten (10) evenings allow for alcohol beverages.

### ANALYSIS

The proposed Amendment clearly identifies that the Town Administrator, on behalf of the Town, will hold a Special Event Permit for the first event of the summer and EBC will seek and obtain a Festival Permit for a total of nine (9) events during the summer of 2025, covering all ten (10) events.

### STAFF RECOMMENDATION

Staff recommend the amendment be approved.

### BUDGET CONSIDERATIONS

N/A

### ATTACHMENTS

A Resolution Authorizing the Mayor to Execute and Amended License Agreement Between the Town of Elizabeth Colorado and Elizabeth Brewing Company for Year 2025.

**AMENDED LICENSE AGREEMENT BETWEEN THE TOWN OF ELIZABETH  
COLORADO AND ELIZABETH BREWING COMPANY**

THIS LICENSE was originally made and entered into on this 24<sup>th</sup> day of September 2024 and is otherwise amended and restated this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the TOWN OF ELIZABETH, Colorado whose address is 151 S. Banner Street, P.O. Box 159, Elizabeth, CO 80107 (the "Town") and THE ELIZABETH BREWING COMPANY, whose address is 239 South Main Street, Elizabeth, CO 80107 ("Licensee").

**AGREEMENT**

NOW, THERFORE, it is hereby agreed as follows.

1. **LICENSED PROPERTY, TERM.**

a. The property that is licensed for use and the term provided for in this license is commonly described as Running Creek Park, Elizabeth, Colorado ("Licensed Property"). The Licensed Property is for the use described herein and is subject to all easements and rights-of-way of record.

b. The term of this License shall commence on June 13, 2025, and shall continue each Friday through and including August 22, 2025, from 3:00 p.m. until 10:00 p.m.

2. **COMPENSATION.** Upon execution of this Agreement, the Town will tender a one-time payment to the Licensee to assist in meeting the contractual obligations further set forth herein. The total compensation due and owing by the Town to the Licensee is seventeen thousand dollars (\$17,000.00). These funds are tendered to the Licensee to offset the booking of bands, to offset vendor fees, marketing, and assist in the management and oversight of the "Friday Night Market".

3. **INSURANCE.** Licensee shall obtain for itself, its agents, successors, assigns, lessees, licensees and agents, necessary and adequate workman's compensation insurance, personal injury insurance, and property damage insurance, with limits commensurate with the hazards and risks associated with the use of the Property Licensed, but in no event less than the liability limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as now in effect or as hereinafter amended. Neither Licensee nor its agents, successors and assigns shall commence any construction, placement, operation or maintenance of the fixture or structure on the Property Licensed until it has obtained all insurance required under this section and shall have filed a certificate of insurance or a certified copy of the insurance policy with the Town. Each insurance policy shall list the Town as an additional named insured and shall contain a clause providing that coverage shall not be cancelled by the insurance company without thirty (30) days written notice to the Town of intention to cancel.

4. **USE.** Licensee covenants and agrees that it shall utilize the Property Licensed as follows:

a. Licensee shall provide live music each Friday during the term of the License to include

ten (10) regularly scheduled events. August 22, 2025, is reserved for a “make-up” event in the case that a regularly scheduled Friday Night Market is cancelled during the season.

- b. Licensee shall use the Town’s branding for the event and shall receive approval through Town of Elizabeth before releasing new event market materials.
- c. Licensee shall provide an alcohol vendor on each Friday during the term of the License.
- d. Licensee will use the Town’s special event permit for the initial June 13, 2025, event. Licensee shall apply for, and make use of, a Festival Permit for the remaining Friday Night Markets in 2025. This process, for 2025, will ensure that appropriate licensing is in place for all ten (10) regularly scheduled events. In the event a “make-up” event is required, as detailed in Section 4(a), the Town shall provide the use of its special event permit for this specific date.
- e. Licensee will be allowed to use Town’s supplied power and will not be obligated to remit payment to Town for the use of the electric box during the market. Licensee may not require payment to be remitted by vendors for electric hookup specifically. Food and other vendors who choose to make use of a portable generator shall be located away from the electrical hookups so as to minimize noise levels near the adjacent apartment building.
- f. Licensee shall facilitate the inclusion of food, merchandise, and produce vendors from 5:00 p.m. until 9:00 p.m. on each Friday during the term of the License. Licensee shall be responsible for ensuring that any vendor has obtained a permit from the Town of Elizabeth. Under no circumstances may live animals be sold, gifted, or exchanged during such events.
- g. The Town reserves the right to have one (1) booth space at each market as may be determined by the Town. The Town will coordinate with Licensee regarding the location of the booth space.
- h. Licensee shall coordinate with vendors and bands to keep vehicle traffic to the designated areas as outlined on Exhibit B. Furthermore, Licensee shall be solely responsible to ensure that no unauthorized vehicle, golf cart, 4-wheeler or motorcycle shall be operated on the Licensed Property.
- i. The Town will provide bandstand lighting and three (3) light poles in Running Creek Park. The Town anticipates increasing lighting during the effective dates of this license.
- j. The Town will provide power directly to the bandstand.
- k. The Town will provide seven (7) portable restrooms and shall incur the costs for the same.
- l. The Town will provide seeding throughout Running Creek Park during the Farmers Market season.

Licensee: The Elizabeth Brewing Company  
239 S. Main Street

8. NO COVENANT OF TITLE OR QUIET POSSESSION. The rights granted herein are without covenant of title or warranty of quiet possession of the Property Licensed.

9. SUCCESSORS AND ASSIGNS. This License shall insure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the parties.

10. ASSIGNMENT OR SUB-LEASE. Licensee covenants and agrees not to assign this License or to sublet any part of the Property Licensed without first obtaining the written consent of the Town.

11. PROPERTY LICENSED TAKEN "AS IS." Licensee understands and agrees that the Property Licensed is licensed "as is." The Town makes no warranty, written or implied, that the Property Licensed is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Property Licensed.

12. LIABILITY AND INDEMNIFICATION. The Town shall not be liable for any loss, injury, death or damage to any person or personal property which may arise from the use or condition of the Property Licensed including, but not limited to, loss, injury, death, or damage resulting from ice, water, rain, snow, gas, electrical wires, or fire, during the term of the License or any renewal thereof. Licensee hereby expressly agrees to defend, indemnify and hold harmless the Town, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of Licensee's use of the Property Licensed or Licensee's failure to fulfill the terms and conditions of the License.

13. RESERVATION FOR BOARD USE. This License is made under and conformable to the provisions of all Town of Elizabeth regulations insofar as applicable. Said provisions are incorporated herein and made part hereof by this reference and shall supersede any apparently conflicting provisions otherwise contained in the License. The Town reserves the right to make full use of the Property Licensed as may be necessary or convenient in the operation of the public streets, drainage infrastructure, or drainageways under the control of the Town and the Town retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the Property Licensed at any time and in such a manner as it deems necessary.

14. HAZARDOUS WEATHER / STORM EVENT. The Licensee acknowledges that Running Creek Park is an unimproved park event facility, which may be impacted by rains, flooding, or related storm events. The Town of Elizabeth will take all steps reasonably necessary to ensure the Licensed Property is available for the Friday Night Market. However, the Town also reserves the right to cancel the event on the Licensed Property if, in the Town's sole determination, it finds that holding of any Friday Night Market on the Licensed Property may result in substantial damage to the park lands. In such circumstances, the Town of Elizabeth will provide notice to the Licensee as soon as possible and will work in good faith to obtain an

alternative location in a timely manner.

15. TERMINATION. This License Agreement may be terminated by the Town at any time upon thirty (30) days written notice to Licensee. If default shall be made in any of the covenants or agreements herein contained to be kept by Licensee, it shall be lawful for the Town to enter into the said Property Licensed, or any part thereof, either with or without process of law, to terminate the interest of Licensee or of any person or persons occupying the same, and to expel, remove or put out such person or persons, using such force as may be necessary in so doing, without being liable to prosecution or to damages therefor, and the said Property Licensed again to repossess and enjoy as in the first and former estate of the Town. If at any time the License shall be terminated as aforesaid, or by any other means, Licensee agrees to surrender and deliver up said Property Licensed peaceably to the Town immediately upon the termination, and if Licensee shall remain in possession after termination, Licensee shall be deemed guilty of a forcible detainer on said property Licensed, and waiving all notice, shall be subject to eviction and removal, forcibly or otherwise, with or without process of law.

16. VENUE. For the resolution of any dispute arising hereunder, venue shall be in the courts of Elbert County, State of Colorado.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate.

**TOWN OF ELIZABETH, COLORADO**

---

Angela Ternus, Mayor

ATTEST

---

Michelle Oeser, Town Clerk

---

Owner/Representative,  
Elizabeth Brewing Company

## RESOLUTION 25R17

### **A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED LICENSE AGREEMENT BETWEEN THE TOWN OF ELIZABETH COLORADO AND ELIZABETH BREWING COMPANY FOR YEAR 2025**

WHEREAS, On September 24, 2024, the Town of Elizabeth previously entered into a License Agreement with Elizabeth Brewing Company regarding the “Friday Night Market” to be held at Running Creek Park; and

WHEREAS, the parties have sought to amend the agreement to allow the Elizabeth Brewing Company to make use of a Festival Permit for a total of nine (9) events in 2025, with the Town of Elizabeth holding a Special Event Permit for one (1) event in 2025.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

SECTION 1. The Board of Trustees hereby authorizes the Mayor of the Town of Elizabeth to execute an Amended License Agreement, attached hereto as **Exhibit A**, between the Town of Elizabeth and Elizabeth Brewing Company for 2025.

PASSED, APPROVED, and ADOPTED this 8th day of April 2025, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against.

\_\_\_\_\_  
Angela Ternus, Mayor

ATTEST:

\_\_\_\_\_  
Michelle M. Oeser, Town Clerk

**AMENDED LICENSE AGREEMENT BETWEEN THE TOWN OF ELIZABETH  
COLORADO AND ELIZABETH BREWING COMPANY**

THIS LICENSE was originally made and entered into on this 24<sup>th</sup> day of September 2024 and is otherwise amended and restated this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the TOWN OF ELIZABETH, Colorado whose address is 151 S. Banner Street, P.O. Box 159, Elizabeth, CO 80107 (the "Town") and THE ELIZABETH BREWING COMPANY, whose address is 239 South Main Street, Elizabeth, CO 80107 ("Licensee").

**AGREEMENT**

NOW, THERFORE, it is hereby agreed as follows.

1. **LICENSED PROPERTY, TERM.**

a. The property that is licensed for use and the term provided for in this license is commonly described as Running Creek Park, Elizabeth, Colorado ("Licensed Property"). The Licensed Property is for the use described herein and is subject to all easements and rights-of-way of record.

b. The term of this License shall commence on June 13, 2025, and shall continue each Friday through and including August 22, 2025, from 3:00 p.m. until 10:00 p.m.

2. **COMPENSATION.** Upon execution of this Agreement, the Town will tender a one-time payment to the Licensee to assist in meeting the contractual obligations further set forth herein. The total compensation due and owing by the Town to the Licensee is seventeen thousand dollars (\$17,000.00). These funds are tendered to the Licensee to offset the booking of bands, to offset vendor fees, marketing, and assist in the management and oversight of the "Friday Night Market".

3. **INSURANCE.** Licensee shall obtain for itself, its agents, successors, assigns, lessees, licensees and agents, necessary and adequate workman's compensation insurance, personal injury insurance, and property damage insurance, with limits commensurate with the hazards and risks associated with the use of the Property Licensed, but in no event less than the liability limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as now in effect or as hereinafter amended. Neither Licensee nor its agents, successors and assigns shall commence any construction, placement, operation or maintenance of the fixture or structure on the Property Licensed until it has obtained all insurance required under this section and shall have filed a certificate of insurance or a certified copy of the insurance policy with the Town. Each insurance policy shall list the Town as an additional named insured and shall contain a clause providing that coverage shall not be cancelled by the insurance company without thirty (30) days written notice to the Town of intention to cancel.

4. **USE.** Licensee covenants and agrees that it shall utilize the Property Licensed as follows:

a. Licensee shall provide live music each Friday during the term of the License to include



ten (10) regularly scheduled events. August 22, 2025, is reserved for a “make-up” event in the case that a regularly scheduled Friday Night Market is cancelled during the season.

- b. Licensee shall use the Town’s branding for the event and shall receive approval through Town of Elizabeth before releasing new event market materials.
- c. Licensee shall provide an alcohol vendor on each Friday during the term of the License.
- d. Licensee will use the Town’s special event permit for the initial June 13, 2025, event. Licensee shall apply for, and make use of, a Festival Permit for the remaining Friday Night Markets in 2025. This process, for 2025, will ensure that appropriate licensing is in place for all ten (10) regularly scheduled events. In the event a “make-up” event is required, as detailed in Section 4(a), the Town shall provide the use of its special event permit for this specific date.
- e. Licensee will be allowed to use Town’s supplied power and will not be obligated to remit payment to Town for the use of the electric box during the market. Licensee may not require payment to be remitted by vendors for electric hookup specifically. Food and other vendors who choose to make use of a portable generator shall be located away from the electrical hookups so as to minimize noise levels near the adjacent apartment building.
- f. Licensee shall facilitate the inclusion of food, merchandise, and produce vendors from 5:00 p.m. until 9:00 p.m. on each Friday during the term of the License. Licensee shall be responsible for ensuring that any vendor has obtained a permit from the Town of Elizabeth. Under no circumstances may live animals be sold, gifted, or exchanged during such events.
- g. The Town reserves the right to have one (1) booth space at each market as may be determined by the Town. The Town will coordinate with Licensee regarding the location of the booth space.
- h. Licensee shall coordinate with vendors and bands to keep vehicle traffic to the designated areas as outlined on Exhibit B. Furthermore, Licensee shall be solely responsible to ensure that no unauthorized vehicle, golf cart, 4-wheeler or motorcycle shall be operated on the Licensed Property.
- i. The Town will provide bandstand lighting and three (3) light poles in Running Creek Park. The Town anticipates increasing lighting during the effective dates of this license.
- j. The Town will provide power directly to the bandstand.
- k. The Town will provide seven (7) portable restrooms and shall incur the costs for the same.
- l. The Town will provide seeding throughout Running Creek Park during the Farmers Market season.

Licensee: The Elizabeth Brewing Company  
239 S. Main Street

8. NO COVENANT OF TITLE OR QUIET POSSESSION. The rights granted herein are without covenant of title or warranty of quiet possession of the Property Licensed.

9. SUCCESSORS AND ASSIGNS. This License shall insure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the parties.

10. ASSIGNMENT OR SUB-LEASE. Licensee covenants and agrees not to assign this License or to sublet any part of the Property Licensed without first obtaining the written consent of the Town.

11. PROPERTY LICENSED TAKEN "AS IS." Licensee understands and agrees that the Property Licensed is licensed "as is." The Town makes no warranty, written or implied, that the Property Licensed is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Property Licensed.

12. LIABILITY AND INDEMNIFICATION. The Town shall not be liable for any loss, injury, death or damage to any person or personal property which may arise from the use or condition of the Property Licensed including, but not limited to, loss, injury, death, or damage resulting from ice, water, rain, snow, gas, electrical wires, or fire, during the term of the License or any renewal thereof. Licensee hereby expressly agrees to defend, indemnify and hold harmless the Town, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of Licensee's use of the Property Licensed or Licensee's failure to fulfill the terms and conditions of the License.

13. RESERVATION FOR BOARD USE. This License is made under and conformable to the provisions of all Town of Elizabeth regulations insofar as applicable. Said provisions are incorporated herein and made part hereof by this reference and shall supersede any apparently conflicting provisions otherwise contained in the License. The Town reserves the right to make full use of the Property Licensed as may be necessary or convenient in the operation of the public streets, drainage infrastructure, or drainageways under the control of the Town and the Town retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the Property Licensed at any time and in such a manner as it deems necessary.

14. HAZARDOUS WEATHER / STORM EVENT. The Licensee acknowledges that Running Creek Park is an unimproved park event facility, which may be impacted by rains, flooding, or related storm events. The Town of Elizabeth will take all steps reasonably necessary to ensure the Licensed Property is available for the Friday Night Market. However, the Town also reserves the right to cancel the event on the Licensed Property if, in the Town's sole determination, it finds that holding of any Friday Night Market on the Licensed Property may result in substantial damage to the park lands. In such circumstances, the Town of Elizabeth will provide notice to the Licensee as soon as possible and will work in good faith to obtain an

alternative location in a timely manner.

15. TERMINATION. This License Agreement may be terminated by the Town at any time upon thirty (30) days written notice to Licensee. If default shall be made in any of the covenants or agreements herein contained to be kept by Licensee, it shall be lawful for the Town to enter into the said Property Licensed, or any part thereof, either with or without process of law, to terminate the interest of Licensee or of any person or persons occupying the same, and to expel, remove or put out such person or persons, using such force as may be necessary in so doing, without being liable to prosecution or to damages therefor, and the said Property Licensed again to repossess and enjoy as in the first and former estate of the Town. If at any time the License shall be terminated as aforesaid, or by any other means, Licensee agrees to surrender and deliver up said Property Licensed peaceably to the Town immediately upon the termination, and if Licensee shall remain in possession after termination, Licensee shall be deemed guilty of a forcible detainer on said property Licensed, and waiving all notice, shall be subject to eviction and removal, forcibly or otherwise, with or without process of law.

16. VENUE. For the resolution of any dispute arising hereunder, venue shall be in the courts of Elbert County, State of Colorado.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate.

**TOWN OF ELIZABETH, COLORADO**

---

Angela Ternus, Mayor

ATTEST

---

Michelle Oeser, Town Clerk

---

Owner/Representative,  
Elizabeth Brewing Company