



## TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

**TO:** Honorable Mayor and Board of Trustees  
**FROM:** Zach Higgins, AICP Community Development Director  
**DATE:** October 08, 2024  
**SUBJECT:** Friday Night Market Contract, Resolution 24R41

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### SUMMARY

For several years the Town of Elizabeth has worked with the Elizabeth Brewing Company (EBC) to sponsor the "Friday Night Market". The summer-long, weekly event, includes vendors, live music, and an assortment of food and beverage vendors. EBC has negotiated compensation in the amount of \$17,000 for the 2025 season. This payment from the Town will assist in reserving bands, events/activities for children, and offset marketing to grow the event. These costs are anticipated in the Town's 2025 Budget.

The agreement is nearly identical to last year's, with a special provision in the event flooding or precipitation makes the use of Running Creek Park questionable. In such instances, the fallback position is to make use of the Gesin Lot or Main Street, and make the necessary arrangements for the continued success of the event during such times.

### BUDGET CONSIDERATIONS

The costs of the License Agreement are \$17,000 and are anticipated in the Town's 2025 Budget.

### STAFF RECOMMENDATION

Staff recommends approval of the License Agreement as the event has been successful in prior years and anticipates further success in the 2025 summer season.

### ATTACHMENT(S)

Resolution 24R41  
EBC Friday Night Market Contract

**RESOLUTION 24R41**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH ELIZABETH BREWING COMPANY REGARDING THE FRIDAY NIGHT MARKET AT RUNNING CREEK PARK FOR THE YEAR 2025**

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

WHEREAS it is appropriate to continue the relationship with Elizabeth Brewing Company for the upcoming summer of 2025 for the “Friday Night Market”.

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 a License Agreement, attached hereto as Exhibit A, between the Town of Elizabeth and Elizabeth Brewing Company for 2025.

PASSED, APPROVED, and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against.

\_\_\_\_\_  
Tammy Payne, Mayor

ATTEST

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

## LICENSE BETWEEN THE TOWN OF ELIZABETH COLORADO AND ELIZABETH BREWING COMPANY

THIS LICENSE is made and entered into this 24th day of September 2024, 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, THEREFORE, it is hereby agreed as follows.

1. PROPERTY LICENSED, TERM.

a. The property that is licensed for the use and the term provided for in this license is described in Exhibit A, which is attached hereto and incorporated by this reference ("Property Licensed"). The Property Licensed for the use described herein 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 on each Friday during the term of the License to include ten (10) regularly scheduled events. August 22<sup>nd</sup> 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 and music license for the Town event.
- 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 a minimum of 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 Friday Night Market season.
- m. The Town will provide a dumpster to be utilized during the Friday Night Market season. Depending on soil conditions and weather, the dumpster shall be located on Running Creek Park or as reasonably close as may be practical.
- n. Licensee, at the end of each Friday evening event shall ensure that Running Creek Park is reasonably free from waste, including but not limited to, food waste, wrappers, cups, bottles, and cigarette butts. In the event Town staff is required to perform excess cleanup



7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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

13. 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.

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

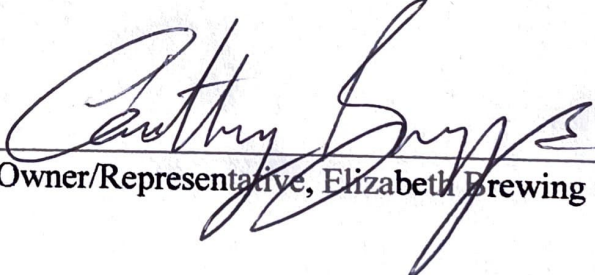
IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate.

**TOWN OF ELIZABETH, COLORADO**

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Tammy Payne, Mayor for Town of Elizabeth

ATTEST

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Michelle Oeser, Town Clerk

  
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Owner/Representative, Elizabeth Brewing Company