

## INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is made and entered into this 28th day of July, 2025, by and between:

**GRAND LAKE VILLA, LLC**, a Colorado Limited Liability company with an address at 17726 E JAMISON AVE CENTENNIAL , CO 80016-1815 ("Indemnitor"),

AND

**THE TOWN OF GRAND LAKE, COLORADO**, a Colorado municipal corporation, with an address at 1026 Park Avenue, Grand Lake, Colorado 80447 ("Indemnatee").

### RECITALS:

WHEREAS, Indemnitor owns, leases, operates, or otherwise controls a boathouse structure (the "Boathouse") located at 377 Lake Kove Dr., Parcel No: **119306308006**, Schedule No: **R149030** Legal: *LAKE KOVE SUBDIVISION Lot: 5 LESS ROW*, within the Town of Grand Lake, Grand Lake, CO on Shadow Mountain Reservoir (the "Reservoir")

WHEREAS, the Boathouse is situated within the jurisdictional boundaries of the Town of Grand Lake, or its operation impacts property, infrastructure, or services within the Town's jurisdiction; and

WHEREAS, Indemnitor desires to indemnify and hold harmless the Indemnatee from and against any and all claims, liabilities, losses, damages, and expenses arising from or related to the Boathouse; and

WHEREAS, the Indemnatee requires this Agreement as a condition for construction of the Boathouse.

### AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties agree as follows:


1. **Indemnification:** Indemnitor shall indemnify, defend, and hold harmless the Indemnatee, its officers, officials, employees, agents, and volunteers from and against any and all claims, demands, losses, liabilities, damages, costs, expenses, and causes of action of any kind or character, including, without limitation, attorneys' fees and litigation costs (collectively, "Claims"), arising out of, relating to, or in connection with: a. The ownership, construction, maintenance, repair, operation, use, removal, or presence of the Boathouse; b. Any act or omission of Indemnitor, its agents, employees, contractors, or invitees, related to the Boathouse or its activities on or near the Reservoir; c. Any actual or alleged violation of any federal, state, or local law, ordinance, rule, or regulation related to the Boathouse or its activities; d. Any injury to or death of any person, or damage to or loss of any property, caused by, arising out of, or in any way connected with the Boathouse or activities conducted by or on behalf of Indemnitor.
2. **Scope of Indemnification:** The indemnification obligations set forth in Section 1 shall apply regardless of whether such Claims are caused in whole or in part by the negligence of the Indemnatee, provided that such Claims are not caused by the sole gross negligence or willful misconduct of the Indemnatee.

3. **Defense:** Indemnitor shall, at its sole cost and expense, defend the Indemnitee against any Claims covered by this Agreement, using counsel reasonably acceptable to the Indemnitee. Indemnitee shall promptly notify Indemnitor in writing of any Claim for which indemnification is sought. Indemnitee shall cooperate fully with Indemnitor in the defense of any such Claim.
4. **Insurance:** Indemnitor shall, at its sole cost and expense, procure and maintain, throughout the period of ownership, lease, or operation of the Boathouse, and for a period of 3 years thereafter, commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, naming the Town of Grand Lake as an additional insured. Indemnitor shall provide Indemnitee with a certificate of insurance evidencing such coverage prior to [e.g., initial operation/permit issuance] and annually thereafter.
5. **No Waiver:** Nothing in this Agreement shall be construed as a waiver of any governmental immunity or other defense available to the Indemnitee under Colorado law, including, but not limited to the Colorado Governmental Immunity Act, .C.R.S. §§ 24-10-101, *et. seq.*
6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles.
7. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
8. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.
9. **Amendments:** This Agreement may not be amended or modified except by a written instrument executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**INDEMNITOR:**

GRAND LAKE VILLA, LLC,

By:  Name: Christopher Oliver

**THE TOWN OF GRAND LAKE, COLORADO:**

By: \_\_\_\_\_ Name: Steve Kudron, Town Manager